

Information Memorandum

Progress 2011-1 Trust

Issuance of

A\$940,000,000

Mortgage Backed Securities

INFORMATION MEMORANDUM

A\$676,800,000 Class A1 Notes

"AAA sf" by Standard & Poor's (Australia) Pty Limited

"Aaa (sf)" by Moody's Investors Service Pty Limited

A\$188,000,000 Class A2 Notes

"AAA sf" by Standard & Poor's (Australia) Pty Limited

"Aaa (sf)" by Moody's Investors Service Pty Limited

A\$47,000,000 Class AB Notes

"AAA(sf)" by Standard & Poor's (Australia) Pty Limited

A\$23,500,000 Class B1 Notes

"AA-(sf)" by Standard & Poor's (Australia) Pty Limited

A\$4,700,000 Class B2 Notes

"AA- (sf)" by Standard & Poor's (Australia) Pty Limited

AMP BANK LIMITED

Originator and Servicer

DEUTSCHE BANK AG, SYDNEY BRANCH

WESTPAC BANKING CORPORATION

Arrangers and Joint Lead Managers

26 May 2011

Debt Instruments not Liabilities of the Originator

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

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

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

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

IMPORTANT NOTICE

This Information Memorandum relates solely to a proposed issue of Class A1 Notes, Class A2 Notes, Class AB Notes, Class B1 Notes and Class B2 Notes (the "**Notes**") by Perpetual Trustee Company Limited (ABN 42 000 001 007) in its capacity as trustee (the "**Trustee**") of the Progress 2011-1 Trust (the "**Trust**").

This Information Memorandum does not relate to, and is not relevant for, any purpose other than to assist the recipient to decide whether to proceed with a further investigation of the Notes. It is only a summary of the terms and conditions of the Notes and does not purport to contain all the information a person considering investing in the Notes may require. The definitive terms and conditions of the Notes and the Trust are contained in the Transaction Documents, which should be reviewed by any intending purchaser. If there is any inconsistency between this Information Memorandum and the Transaction Documents, the Transaction Documents should be regarded as containing the definitive information. A copy of the Transaction Documents may be viewed by intending purchasers at the office of the Trust Manager referred to in the Directory at the back of this Information Memorandum and at such other office as may be reasonably requested by an intending purchaser and agreed by the Trust Manager.

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

Terms and Definitions

References in this Information Memorandum to various parties and documents are explained in Section 1 and 17. Unless defined elsewhere, all other terms used in this Information Memorandum are defined in the Glossary of Terms in Section 18.

Responsibility for Information

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

None of AMP Bank Limited (ABN 15 081 596 009) (the "**Originator**", the "**Seller**" the "**Servicer**" and the "**Redraw Facility Provider**"), the Trustee, P.T Limited (ABN 67 004 454 666) (the "**Security Trustee**"), Perpetual Trustee Company Limited as trustee of the Progress Warehouse Trust No. 2 and the Progress 2008-1R Trust (each a "**Disposing Trustee**"), Westpac Banking Corporation (ABN 33 007 457 141) (an "**Arranger**" and a "**Joint Lead Manager**") and Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162) (an "**Arranger**" and a "**Joint Lead Manager**") or any of their respective Related Parties or Associates (each as defined in the Corporations Act), or any external adviser to any of the foregoing makes any representation or warranty, express or implied, as to, nor assumes any responsibility or liability for, the authenticity, origin, validity, accuracy or completeness of, or any errors or omissions in, any information, statement, opinion or forecast contained in this Information Memorandum or any previous, accompanying or subsequent material or presentation.

Except for having checked their respective names and addresses in the Directory at the back of this Information Memorandum and Section 11 in respect of the Originator, none of the Originator, the Servicer, the Seller, the Trustee, the Security Trustee, the Disposing Trustee, the Redraw Facility Provider, the Arrangers and the Joint Lead Managers have authorised, been involved in the preparation of, caused the issue of, or have any responsibility for, any part of this Information Memorandum.

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

Preparation Date

This Information Memorandum has been prepared based on information available and facts and circumstances known to the Trust Manager as at 26 May 2011 (the "**Preparation Date**").

The delivery of this Information Memorandum, or any offer or issue of Notes, at any time after the Preparation Date does not imply, nor should it be relied upon as a representation or warranty, that:

- (a) there has been no change since the Preparation Date in the affairs or financial condition of the Trust, the Trustee, the Trust Manager or any other party named in this Information Memorandum; or
- (b) the information contained in this Information Memorandum is correct at such later time.

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

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

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

Authorised Material

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

Intending Purchasers to make Independent Investment Decision

This Information Memorandum is not intended to be, and does not constitute, a recommendation by the Originator, the Servicer, the Trust Manager, the Trustee, each Disposing Trustee, the Security Trustee, the Arrangers or the Joint Lead Managers that any person subscribe for or purchase any Notes. Accordingly, any person contemplating the subscription or purchase of the Notes must:

- (a) make their own independent investigation of:
 - (i) the terms of the Notes, including reviewing the Transaction Documents; and
 - (ii) the financial condition, affairs and creditworthiness of the Trust and the Parties,after taking all appropriate advice from qualified professional persons; and
- (b) base any investment decision on the investigation and advice referred to in paragraph (a) and not on this Information Memorandum.

None of the Originator, the Servicer, the Seller, the Trust Manager, the Trustee, the Security Trustee, either Disposing Trustee, the Interest Rate Swap Providers, the Arrangers or the Joint Lead Managers or their respective Related Parties or Associates (each as defined in the Corporations Act) guarantees the payment or repayment of any moneys owing to Note Holders or any interest or principal in respect of the Notes, nor do they make any statement (including, without limitation, any representation) with respect to

income tax or other taxation consequences of any investment in or holding of Notes or the receipt of any amounts thereunder.

Capital Requirements Directive

The Capital Requirements Directive (which comprises Directive 2006/48/EC and Directive 2006/49/EC) was recently amended by Directive 2009/111/EC to introduce new rules regarding investment and other forms of participation in securitisation transactions by European-Union regulated credit institutions and their consolidated group affiliates (each, an “**Affected Investor**”) on and after 1 January 2011 (the “**CRD2 Rules**”). Article 122a of the CRD2 Rules restricts an Affected Investor from investing in a securitisation unless the originator, sponsor or original lender in respect of that securitisation has explicitly disclosed to the Affected Investor that it will retain, on an ongoing basis, a net economic interest of not less than 5 per cent in that securitisation in the manner contemplated by Article 122a. In this respect, neither AMP Bank Limited, nor Deutsche Bank AG, Sydney Branch or Westpac Banking Corporation (as Arrangers and Joint Lead Managers), intends to retain an economic interest in this transaction in accordance with the requirements of Article 122a. Consequently, there can be no assurance that the Notes will be suitable investments (for the purposes of the CRD2 Rules) for an Affected Investor.

Offering restrictions

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

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

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

Limited Recovery

The liability of the Trustee to make payments in respect of the Notes is limited to its right of indemnity from the Assets of the Trust. Except in the case of, and to the extent that the Trustee's right of indemnification against Assets of the Trust is reduced as a result of fraud, negligence or wilful default (as further described in Section 7.1(h)), no rights may be enforced against the personal assets of the Trustee by any person and no proceedings may be brought against the Trustee except to the extent of the Trustee's right of indemnity and reimbursement out of the Assets of the Trust. Other than in the

exception previously mentioned, the personal assets of the Trustee are not available to meet payments of interest or principal on the Notes.

The liability of the Trustee is limited in the manner set out in Section 7.1(h). Furthermore, the liability of the Security Trustee is limited in the manner set out in Section 2.12 and 8.5.

Disclosure of Interest

Each of the Trust Manager, the Arrangers and the Joint Lead Managers discloses that it and its respective Related Parties or Associates (each as defined in the Corporations Act) and their respective directors and employees:

- (a) may have a pecuniary or other interest in the Notes; and
- (b) will receive fees, brokerage and commissions, and may act as principal, in any dealings in the Notes.

Offshore Associates not to acquire the Notes

Notes must be issued in accordance with certain prescribed conditions set out in section 128F of the Income Tax Assessment Act 1936 (Cth) to ensure that interest and other amounts paid on those Notes will not be subject to Australian interest withholding tax. One of the prescribed conditions is that the Issuer must not know or have reasonable grounds to suspect that a Note, or an interest in a Note, was being, or would later be, acquired directly or indirectly by "**Offshore Associates**" (as defined in Section 14 below) of the Trustee as the Issuer, other than in the capacity of a dealer, manager or underwriter in relation to the placement of the relevant Notes, or a clearing house, custodian, funds manager or responsible entity of a registered scheme. **The purchase by an Offshore Associate of any Notes could, unless an exception applies, result in the entire issue failing the public offer test in section 128F of the Australian Tax Act. Accordingly, the Notes must not be acquired by any Offshore Associate of the Trustee as the Issuer, unless an exception applies (see Section 14 below). For these purposes, an Offshore Associate of the Trustee is defined broadly and includes, but is not limited to, any entity that benefits, or is capable of benefiting under, the Trust (a "Beneficiary"), either directly or indirectly through interposed entities, and any entity that is an associate of a Beneficiary. Any investor who believes that it may be affiliated with or related to any of the above-mentioned entities or who otherwise believes it may be an Offshore Associate of the Trustee, should make appropriate enquiries before investing in any Notes.**

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

Australian Financial Services Licence

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

Debt Instruments not Liabilities of Arrangers or Joint Lead Managers

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

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PROGRESS 2011-1 TRUST

1. Summary of the Issue

1.1 The Parties

<i>Trustee and Issuer</i>	Perpetual Trustee Company Limited as trustee of the Progress 2011-1 Trust
<i>Trust Manager</i>	Priority One Agency Services Pty Limited
<i>Servicer, Custodian</i>	AMP Bank Limited
<i>Originator, Seller</i>	AMP Bank Limited
<i>Permitted Originator</i>	AMP Bank Limited Priority One Financial Services Limited AMP Finance Limited (formerly known as GIO Finance Limited) AMP GBS Limited (formerly known as GIO Building Society Limited) GIO General Limited AMP Personal Investment Services Limited (formerly known as GIO Personal Investment Services Limited)
<i>Mortgage Insurers</i>	Genworth Financial Mortgage Insurance Pty Limited QBE Lender's Mortgage Insurance Limited
<i>Basis Swap Provider</i>	AMP Bank Limited
<i>Fixed Swap Provider</i>	AMP Bank Limited
<i>Redraw Facility Provider</i>	AMP Bank Limited
<i>Security Trustee</i>	P.T. Limited as trustee of the Progress 2011-1 Security Trust
<i>Disposing Trustee</i>	Perpetual Trustee Company Limited as trustee of each Disposing Trust
<i>Designated Rating Agencies</i>	Moody's Investor Services Pty Limited and Standard and Poor's (Australia) Pty Limited
<i>Arrangers and Joint Lead Managers</i>	Deutsche Bank AG, Sydney Branch and Westpac Banking Corporation

1.2 Description of the Notes

<i>General Information</i>	<p>The Trustee will issue multi-class, mortgage backed, secured, limited recourse, amortising, floating rate debt securities, part or all representing the "Notes". The Notes may be redeemed by the Trustee on a Call Option Date in accordance with the Call Option.</p> <p>The Notes are issued with the benefit of, and subject to, the Master Trust Deed, the Series Notice, the Master Security Trust Deed and the Deed of Charge.</p>
<i>Classes of Notes</i>	<p>The following five separate classes of Notes will initially be issued by the Trustee:</p> <ul style="list-style-type: none">(a) Class A1 Notes;(b) Class A2 Notes;(c) Class AB Notes;(d) Class B1 Notes; and(e) Class B2 Notes. <p>The Trust Manager may direct the Trustee from time to time to issue Redraw Notes.</p> <p>The Notes within a class rank pari passu with each other in respect of the payment of Coupon and repayment of principal both before and after the occurrence of an Event of Default and enforcement of the Charge. For further detail, see sections 1.3 and 1.4.</p>
<i>Rating</i>	<p>It is a condition precedent to the issue of the Notes that each Designated Rating Agency confirms that, upon issue, the Class A1 Notes will be rated "Aaa(sf)" by Moody's and "AAA sf" by S&P, the Class A2 Notes will be rated "Aaa (sf)" by Moody's and "AAA sf" by S&P, the Class AB Notes will be rated "AAA sf" by S&P, the Class B1 Notes will be rated "AA-" sf by S&P and the Class B2 Notes will be rated "AA- sf" by S&P.</p> <p>It is a condition precedent to each issue of the Redraw Notes that such issue will not have an Adverse Rating Effect.</p> <p>The rating of the Notes should be evaluated independently from similar ratings on other types of notes or securities. A rating is not a recommendation to buy, sell or hold securities, nor does it comment as to principal prepayments, market price or the suitability of securities for</p>

	particular investors. A rating may be changed, suspended or withdrawn at any time by the relevant Designated Rating Agency.
<i>Use of Proceeds</i>	On the Closing Date, the proceeds of the issue of the Notes will (after establishing the Liquidity Reserve Account) be applied by the Trustee towards acquiring Mortgage Loans and their Related Securities.
<i>Initial Invested Amount of the Notes</i>	<p>The aggregate Initial Invested Amount of the Notes is A\$940,000,000.</p> <p>The aggregate Initial Invested Amount of:</p> <ul style="list-style-type: none"> (a) the Class A1 Notes is A\$676,800,000; (b) the Class A2 Notes is A\$188,000,00; (c) the Class AB Notes is A\$47,000,000; (d) the Class B1 Notes is A\$23,500,000; and (e) the Class B2 Notes is A\$4,700,000.
<i>Issue Price</i>	The Notes will be issued at par.
<i>Additional Notes</i>	No further Class A1 Notes, Class A2 Notes, Class AB Notes, Class B1 Notes or Class B2 Notes may be issued after the initial issue. Subject to certain conditions, Redraw Notes may be issued by the Trustee at the direction of the Trust Manager from time to time.
<i>Pricing Date</i>	On or about 20 May 2011.
<i>Closing Date</i>	On or about 27 May 2011, or such other date as the Trust Manager, Trustee and the Joint Lead Managers agree.
<i>Business Day Convention</i>	The Modified Following Business Day Convention will apply to all dates on which payments are due to be made.

<i>Call Option</i>	<p>The Trustee must, if so directed by the Trust Manager (and at the election of the Trust Manager), redeem all, and not some only, of the Notes on a Call Option Date.</p> <p>The Notes will be redeemed by the Trustee at the Invested Amount of such Notes plus any accrued and unpaid interest at that time.</p> <p>Notes may be redeemed at the Stated Amount of such Notes plus any accrued and unpaid interest at that time provided that an Extraordinary Resolution of the Note Holders is obtained.</p>
<i>Call Option Date</i>	A Call Option Date will be each Payment Date on which the aggregate Unpaid Balance of the Mortgage Loans, expressed as a percentage of the aggregate Unpaid Balance of the Mortgage Loans at the Closing Date, is equal to or less than 10%.
<i>Final Maturity Date</i>	The Final Maturity Date of all Notes will be the Payment Date occurring in December 2042.
<i>Payment Date</i>	The 17th day of each month commencing on 18 July 2011, subject to the Modified Following Business Day Convention.
<i>Determination Date</i>	Three Business Days before each Payment Date.
<i>Collection Period</i>	Collection Period means the period from (and including) the first day of a month up to (and including) the last day of that month provided that the first Collection Period will commence on (and include) the Closing Date and end on (and include) the last day of the month immediately preceding the first Payment Date.
<i>Cut-Off Date</i>	20 May 2011.
<i>Denomination</i>	The Notes will be issued in denominations of A\$10,000. The Notes will be issued in minimum parcels of \$500,000.
<i>Register of Note Holders</i>	The Trustee must keep an up-to-date register of Note Holders. The Trustee must enter the names and addresses of the Note Holders in the register together with additional information as required under the Master Trust Deed and the Series Notice.
<i>Austraclear</i>	Following issue, it is intended that the Class A1 Notes, the Class A2 Notes, the Class AB Notes, the Class B1 Notes and the Class B2 Notes will be lodged with Austraclear.
<i>Selling restrictions</i>	The offering, sale and delivery of the Notes and the distribution of this Information Memorandum and

	other material in relation to the Notes, are subject to restrictions as may apply in any jurisdiction in connection with the offering and sale of the Notes. See Section 16 ("Subscription and Sale") below.
<i>Section 128F</i>	The Trustee intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.
<i>Listing</i>	No application will be made to list any Notes on the Australian Securities Exchange or any other exchange.

1.3 Coupon on the Notes

<i>Coupon Rate</i>	<p>The Coupon Rate in respect of a class of Notes and for a Coupon Period will be equal to the aggregate of:</p> <ul style="list-style-type: none"> (a) Bank Bill Rate as at the first day of that Coupon Period; (b) the Margin for that class of Notes; and (c) if the Coupon Period commences on or after the first Call Option Date, the Step Up Margin for that class of Notes (if any). <p>The first Coupon Rate for each class of Notes will be set on the Closing Date and will be equal to the Bank Bill Rate for the first Coupon Period plus the relevant Margin for that class of Notes.</p>
<i>Coupon Period</i>	The period commencing on (and including) a Payment Date and ending on (but excluding) the next Payment Date, except that the first Coupon Period will commence on (and include) the Closing Date and end on (but exclude) the first Payment Date.
<i>Margin</i>	<p>The Margin applicable to the Class A1 Notes will be 1.00% per annum.</p> <p>The Margin applicable to the Class A2 Notes will be 1.15% per annum.</p> <p>The Margin applicable to the Class AB Notes will be 1.75% per annum.</p> <p>The Margin applicable to the Class B1 Notes will be as advised by the Trust Manager to the Trustee on the Pricing Date.</p> <p>The Margin applicable to the Class B2 Notes will</p>

	be as advised by the Trust Manager to the Trustee on the Pricing Date.
<i>Step Up Margin</i>	<p>The Step Up Margin applicable to the Class A1 Notes will be 0.25% per annum.</p> <p>The Step Up Margin applicable to the Class A2 Notes will be 0.25% per annum.</p> <p>There will be no Step Up Margin for the Class AB Notes, the Class B1 Notes or the Class B2 Notes.</p>
<i>Coupon Payments</i>	Coupon on the Notes is payable in arrears on each Payment Date.
<i>Calculation of Coupon on a Payment Date</i>	<p>Coupon for each Note will be calculated for each Coupon Period based on:</p> <ul style="list-style-type: none"> (a) the Coupon Rate for that class of Notes for that Coupon Period; multiplied by (b) the Invested Amount for that Note on the first day of that Coupon Period; multiplied by (c) the number of actual days in that Coupon Period, divided by 365, <p>rounded to the nearest cent.</p>
<i>Entitlement to Coupon</i>	Coupon will only be paid on a Payment Date to Note Holders whose names appear in the Register of Note Holders as at 5.00pm (Sydney time) on the Determination Date prior to that Payment Date.
<i>No Overdue or Default Interest</i>	No overdue or default interest is payable on any Coupon which is not paid in full on the relevant Payment Date.
<i>Stated Amount Reduced to Zero</i>	No Coupon will accrue on any Note while the Stated Amount in respect of that Note is reduced to zero.
<i>Payment of Coupon</i>	<p>Both before and after the occurrence of an Event of Default and enforcement of the Charge, in respect of the payment of Coupon:</p> <ul style="list-style-type: none"> (a) the Class A1 Notes and the Class A2 Notes rank pari passu amongst themselves and ahead of the Class AB Notes, the Class B1 Notes and the Class B2 Notes; (b) the Class AB Notes rank after the Class A1 Notes and the Class A2 Notes and ahead of the Class B1 Notes and the

	<p>Class B2 Notes;</p> <p>(c) the Class B1 Notes rank after the Class A1 Notes, the Class A2 Notes and the Class AB Notes and ahead of the Class B2 Notes; and</p> <p>(d) the Class B2 Notes rank after the Class A1 Notes, the Class A2 Notes, the Class AB Notes and the Class B1 Notes,</p> <p>in order of payment.</p> <p>If any Redraw Notes are issued, they will rank pari passu with the Class A1 Notes and the Class A2 Notes and ahead of the Class AB Notes, the Class B1 Notes and the Class B2 Notes for payment of Coupon both before and after the occurrence of an Event of Default and enforcement of the Charge.</p>
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1.4 Principal Payments

<i>Principal Collections</i>	<p>Principal Collections received in respect of the Mortgage Loans held by the Trust will be applied, on each Payment Date in accordance with the Cashflow Allocation Methodology.</p> <p>Before the occurrence of an Event of Default and enforcement of the Charge and where the Stepdown Conditions are not satisfied on the Determination Date immediately preceding a Payment Date:</p> <p>(a) first, towards the Class A1 Notes in repayment of principal in respect of the Class A1 Notes pari passu and rateably amongst them until the Stated Amount of the Class A1 Notes is reduced to zero;</p> <p>(b) second, towards the Class A2 Notes in repayment of principal in respect of the Class A2 Notes pari passu and rateably amongst them until the Stated Amount of the Class A2 Notes is reduced to zero;</p> <p>(c) third, towards the Class AB Notes in repayment of principal in respect of the Class AB Notes pari passu and rateably amongst them until the Stated Amount of the Class AB Notes is reduced to zero;</p> <p>(d) fourth, towards the Class B1 Notes in repayment of principal in respect of the Class B1 Notes pari passu and rateably amongst them until the Stated Amount of</p>
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	<p>the Class B1 Notes is reduced to zero; and</p> <p>(e) fifth, towards the Class B2 Notes in repayment of principal in respect of the Class B2 Notes pari passu and rateably amongst them until the Stated Amount of the Class B2 Notes is reduced to zero.</p> <p>Before the occurrence of an Event of Default and enforcement of the Charge and where the Stepdown Conditions are satisfied on the relevant Determination Date, the balance of any available principal on any Payment Date will then be divided into:</p> <p>(a) the Class A Note Allocated Principal;</p> <p>(b) the Class AB Note Allocated Principal; and</p> <p>(c) the Class B Note Allocated Principal,</p> <p>each of which will be distributed as follows:</p> <p>(d) the Class A Note Allocated Principal will be applied pari passu and rateably:</p> <p>(i) towards the Class A1 Notes in repayment of principal in respect of the Class A1 Notes pari passu and rateably amongst them until the Stated Amount of the Class A1 Notes is reduced to zero; and</p> <p>(ii) towards the Class A2 Notes in repayment of principal in respect of the Class A2 Notes pari passu and rateably amongst them until the Stated Amount of the Class A2 Notes is reduced to zero;</p> <p>(e) the Class AB Note Allocated Principal will be applied towards the Class AB Notes in repayment of principal in respect of the Class AB Notes, pari passu and rateably amongst themselves until the Stated Amount of the Class AB Notes is reduced to zero; and</p> <p>(f) the Class B Note Allocated Principal will be applied pari passu and rateably:</p> <p>(i) towards the Class B1 Notes in repayment of principal in respect of the Class B1 Notes pari passu and rateably amongst themselves until the Stated Amount of the Class B1 Notes is reduced to zero;</p>
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	<p>and</p> <p>(ii) towards the Class B2 Notes in repayment of principal in respect of the Class B2 Notes <i>pari passu</i> and rateably amongst themselves, until the Stated Amount of the Class B2 Notes is reduced to zero.</p> <p>After the occurrence of an Event of Default and enforcement of the Charge, in respect of the repayment of principal:</p> <p>(a) the Class A1 Notes and the Class A2 Notes rank <i>pari passu</i> amongst themselves and ahead of the Class AB Notes, the Class B1 Notes and the Class B2 Notes;</p> <p>(b) the Class AB Notes rank after the Class A1 Notes and the Class A2 Notes and ahead of the Class B1 Notes and the Class B2 Notes;</p> <p>(c) the Class B1 Notes rank after the Class A1 Notes, the Class A2 Notes and the Class AB Notes and ahead of the Class B2 Notes; and</p> <p>(d) the Class B2 Notes rank after the Class A1 Notes, the Class A2 Notes, the Class AB Notes and the Class B1 Notes,</p> <p>in order of payment.</p> <p>If any Redraw Notes are issued, they will rank ahead of the Class A1 Notes, the Class A2 Notes, the Class AB Notes, the Class B1 Notes and the Class B2 Notes in respect of the payment of principal before an Event of Default occurs and the Charge is enforced. If an Event of Default occurs and the Charge is enforced, the Redraw Notes will rank <i>pari passu</i> with the Class A1 Notes and the Class A2 Notes and ahead of the Class AB Notes, the Class B1 Notes and the Class B2 Notes for the repayment of principal.</p> <p>See Section 6.3 for more information.</p>
<i>Redraw Notes</i>	<p>The Trust Manager must not direct the Trustee to issue Redraw Notes:</p> <p>(a) unless the Trust Manager considers that the Total Available Principal on a Determination Date is likely to be insufficient to meet in full the aggregate Redraws provided by the Originator during the immediately preceding Collection</p>

	<p>Period;</p> <p>(b) unless the Trust Manager has notified the Designated Rating Agencies of the proposed issue of Redraw Notes and the Trust Manager determines that the issue of such Redraw Notes will not have an Adverse Rating Effect;</p> <p>(c) if the Aggregate Stated Amount of the Class B1 Notes and the Class B2 Notes is less than the Aggregate Invested Amount of the Class B1 Notes and the Class B2 Notes; and</p> <p>(d) if the Notes are not redeemed on the first Call Option Date.</p>
<i>Entitlement to Principal</i>	Principal will only be paid on a Payment Date to Note Holders whose names appear in the Register of Note Holders at 5:00pm (Sydney time) on the Determination Date prior to that Payment Date.
<i>Event of Default</i>	After the occurrence of an Event of Default and enforcement of the Charge, amounts available for repayments under the Notes will be applied in accordance with the Master Security Trust Deed and the Series Notice (see Section 6.3 for more information).

1.5 The Trust and Assets of the Trust

<i>Trust</i>	<p>A trust known as the Progress 2011-1 Trust (the "Trust") will be constituted upon the execution of the Notice of Creation of Trust.</p> <p>The trustee of the Trust will be the Trustee. The initial holder of:</p> <p>(a) nine Residual Capital Units is the Originator; and</p> <p>(b) one Residual Capital Unit is AMP Foundation Income Beneficiary Pty Limited.</p> <p>The initial holder of the first Residual Income Unit of the Trust will be the Originator.</p>
<i>Trust Manager</i>	On and from the date of the Series Notice, the Trust Manager is appointed, and agrees to act, as the trust manager of the Trust.
<i>Acquisition of Mortgage Loans</i>	On the Closing Date, the proceeds of the issue of the Notes (after establishing the Liquidity Reserve

	Account) will be applied by the Trustee towards acquiring, from the Disposing Trustees and the Seller, Mortgage Loans and the Related Securities which satisfy the Eligibility Criteria. In relation to the Mortgage Loans being acquired from the Disposing Trustees, those Mortgage Loans were initially acquired by the Disposing Trustees from the Originator by way of equitable assignment.
<i>Mortgage Loans must meet Eligibility Criteria</i>	All Mortgage Loans to be acquired by the Trust must meet the Eligibility Criteria as at the Cut-Off Date.
<i>Mortgage Loan Servicing</i>	On and from the date of execution of the Series Notice, the Originator is appointed, and agrees to act, as the Servicer of the Mortgage Loans and the Related Securities held by the Trust for the purposes of the Master Trust Deed and the Series Notice.

1.6 Interest Rate Risk Management

<i>Interest Rates on the Mortgage Loans</i>	<p>The Trustee will receive interest on the Mortgage Loans as a mixture of:</p> <ul style="list-style-type: none"> (a) variable administered rates, set at the direction of the Servicer in its discretion; and (b) fixed rates, selected periodically at the request of Debtors for continuous periods of up to 5 years and a further period of up to 5 years if agreed by the Servicer.
<i>Swap Arrangements</i>	<p>In order to hedge the cashflows in relation to the Mortgage Loans, the Trustee will enter into:</p> <ul style="list-style-type: none"> (a) the Fixed Swap with the Fixed Swap Provider under the Interest Rate Swap Agreement; and (b) the Basis Swap with the Basis Swap Provider under the Interest Rate Swap Agreement, <p>under which the Trustee will pay to the relevant Interest Rate Swap Provider an amount calculated by reference to the applicable interest rate of the relevant Mortgage Loans and receive from the relevant Interest Rate Swap Provider an amount calculated by reference to the Bank Bill Rate and a margin. See Section 10 for more details.</p> <p>provisions will apply in the event that the Fixed</p>

	Swap Provider is downgraded (see Section 10.7) provisions will also apply in the event that the Basis Swap is terminated.
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1.7 Credit Support

<i>Summary</i>	<p>The holders of the Class A1 Notes and the Class A2 Notes have the benefit of 5 levels of credit support:</p> <ul style="list-style-type: none"> (a) the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan); (b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans; (c) the subordination of payments in respect of the Class B2 Notes; (d) the subordination of payments in respect of the Class B1 Notes; and (e) the subordination of payments in respect of the Class AB Notes. <p>The holders of the Class AB Notes have the benefit of 4 levels of credit support:</p> <ul style="list-style-type: none"> (a) the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan); (b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans; (c) the subordination of payments in respect of the Class B2 Notes; and (d) the subordination of payments in respect of the Class B1 Notes. <p>The holders of the Class B1 Notes have the benefit of 3 levels of credit support:</p> <ul style="list-style-type: none"> (a) the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool
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	<p>insurance policy in respect of the Mortgage Loan);</p> <p>(b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans; and</p> <p>(c) the subordination of payments in respect of the Class B2 Notes.</p> <p>The holders of the Class B2 Notes have the benefit of 2 levels of credit support:</p> <p>(a) the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan); and</p> <p>(b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans.</p>
<i>Mortgage Insurance Policies</i>	<p>The Eligibility Criteria require that each Mortgage Loan must be covered by a Mortgage Insurance Policy. See Section 13 for more information.</p> <p>Subject to the terms of the Mortgage Insurance Policies, the Trustee will be covered against principal losses and interest losses on the Mortgage Loans and against Enforcement Expenses.</p>
<i>Excess Available Income</i>	<p>Excess Available Income will be applied, to the extent available, to restore Losses.</p> <p>Losses not restored by Excess Available Income will be "charged off" and will be aggregated with any non-restored Charge-Off from previous periods, being the Carryover Charge-Off.</p> <p>Excess Available Income not required to be applied on a Payment Date to restore Losses or any Carryover Charge-Off from the preceding Collection Period, to replenish the Income Reserve, to replenish the Excess Reserve or to pay certain other expenses will be paid to the Residual Income Unitholder on that Payment Date and will not be available to restore future Losses.</p>
<i>Subordination of Class AB Notes, Class B1 Notes and Class B2 Notes</i>	<p>The Charge-Off will be applied initially towards reducing the Stated Amount of the Class B2 Notes. When the Stated Amount of the Class B2 Notes has been reduced to zero the Stated Amount of the Class B1 Notes will then be reduced by any remaining Charge-Off. When the Stated Amount of the Class B1 Notes has been reduced to zero the Stated Amount of the Class AB Notes will then be</p>

	reduced by any remaining Charge-Off. Only when the Stated Amount of the Class B2 Notes, the Class B1 Notes and the Class AB Notes have been reduced to zero will the Stated Amount of the Class A2 Notes, the Class A1 Notes and the Redraw Notes (if any) be reduced pari passu by any remaining Charge-Off.
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1.8 Income Support

<i>Principal Draws</i>	If, on a Determination Date, there is an Excess Shortfall, the Total Available Principal received by the Trustee during the relevant Collection Period, to the extent available, will be applied in making Principal Draws to fund Payment Shortfalls.
<i>Liquidity Draws</i>	If, on a Determination Date, there is a Liquidity Shortfall, then the Trust Manager must direct the Trustee to withdraw from the Liquidity Reserve Account an amount equal, to the extent possible, to that shortfall.
<i>Threshold Rate</i>	<p>On each Payment Date, the Trust Manager must calculate the Threshold Rate. The Threshold Rate is equal to the minimum weighted average interest rate required to be paid on all the Mortgage Loans which will ensure that the Trustee will have sufficient funds available to it to meet all its obligations under the Transaction Documents (assuming that all parties comply with their obligations under such documents and the Mortgage Loans and taking into account Fixed Interest Rate Term Loans and moneys held in authorised investments where the yield is determined externally and not by the Servicer).</p> <p>If the Basis Swap is terminated, the Trustee and the Trust Manager must either enter into a replacement swap on terms and with a counterparty as notified to each Designated Rating Agency by the Trust Manager and which the Trust Manager determines will not result in an Adverse Rating Effect, enter into such other arrangements as notified to each Designated Rating Agency by the Trust Manager and which the Trust Manager determines will not result in an Adverse Rating Effect or ensure that the Servicer sets the weighted average interest rate on the Mortgage Loans to at least equal to the Threshold Rate.</p>
<i>Excess Draws</i>	If on a Determination Date, there is an Excess Payment Shortfall then the Trust Manager must direct the Trustee to withdraw from the Excess Reserve on the Payment Date following that

	<p>Determination Date, an amount equal to the lesser of:</p> <ul style="list-style-type: none"> (a) the Excess Payment Shortfall; and (b) the balance of the Excess Reserve at that time.
<i>Income Reserve</i>	<p>On or prior to the first Payment Date, AMP Bank Limited must deposit the Income Reserve Target Balance (being \$150,000) (which will form part of the Income Reserve) into the Collection Account.</p> <p>The Income Reserve must be held in the Collection Account and the Trust Manager must not direct the Trustee to withdraw such an amount other than:</p> <ul style="list-style-type: none"> (a) on a Payment Date to be applied as Available Income; (b) to pay AMP Bank Limited in accordance with the order of payment following an Event of Default; (c) to be paid into a new or additional Collection Account opened in accordance with the Master Trust Deed; (d) to pay AMP Bank Limited once the Stated Amount of all Class B Notes has been reduced to zero; or (e) to pay to AMP Bank Limited on the Final Maturity Date.

1.9 Miscellaneous

<i>Collection Account</i>	<p>The Trustee must as soon as reasonably practicable following the constitution of the Trust:</p> <ul style="list-style-type: none"> (a) establish the AMP Collection Account; and (b) establish the Eligible Bank Collection Account.
<i>Payments into Collection Account</i>	<p>The Series Notice requires that all payments received by or on behalf of the Trustee be paid periodically into either the AMP Collection Account or the Eligible Bank Collection Account, or in certain circumstances, only the Eligible Bank Collection Account.</p>
<i>Master Security Trust Deed</i>	<p>The Note Holders and other Secured Creditors of the Trust will have the benefit of a fixed and floating charge over the Assets of the Trust granted</p>

	by the Trustee in favour of the Security Trustee under the Deed of Charge and the Master Security Trust Deed.
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2. Certain Special Risks

The purchase, and subsequent holding of the Notes, is not free from risk. The Trust Manager believes that the risks described below are some of the principal risks inherent in the transaction for Note Holders and that the discussion in relation to the Notes indicates some of the possible implications for Note Holders. However, the inability of the Trustee to meet a payment on the Notes may occur for other reasons and the Trust Manager does not in any way represent that the description of the risks outlined below is exhaustive. It is only a summary of some particular risks. There can be no assurance that the structural protection available to Note Holders will be sufficient to ensure that a payment or distribution of a payment is made on a timely or full basis. Prospective investors should read the Transaction Documents and the detailed information set out elsewhere in this Information Memorandum and make their own independent investigation and seek their own independent advice as to the potential risks involved in purchasing and holding the Notes.

2.1 Limited Recourse

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

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

2.2 Limited Assets

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

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

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

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

payments to be made in priority thereto, where applicable, to be applied to reinstate the Stated Amount of the Notes back to their Invested Amount.

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

2.3 Secondary Market Risk

There is currently no secondary market for the Notes. There is no assurance that any secondary market will develop or, if one does develop, that it will provide liquidity of investment or will continue for the life of the Notes. No assurance can be given that it will be possible to effect a sale of the Notes, nor can any assurance be given that, if a sale takes place, it will not be at a discount to the acquisition price.

2.4 Prepayment Considerations

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

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

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

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

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

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

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

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- (d) the rate at which Debtors sell or refinance their Properties;
 - (e) the degree of seasoning of the Mortgage Loans;
 - (f) the LVR in the Properties at the time of origination of the relevant Mortgage Loans; and
 - (g) any variations, in accordance with the Servicing Procedures, to the terms of the relevant Loan Agreements.

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

- (a) exercise of the Call Option on a Call Option Date;
- (b) receipt of proceeds of enforcement of the Master Security Trust Deed and the Deed of Charge prior to the Final Maturity Date of the Notes; or
- (c) receipt from the Originator of an amount equal to the aggregate Unpaid Balance of any Mortgage Loan in respect of which the Originator makes a further advance (excluding a Redraw). See Section 4.7 for further details.

2.5 Breach of representation or warranty

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

Refer to Sections 4.4, 4.5 and 4.6 for further details in respect of the representations which will be made or confirmed.

2.6 Reinvestment Risk

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

The amount repaid will be deposited into the Collection Account or invested in Authorised Investments until the next Payment Date, and may earn interest at a rate less than the then rate on the Mortgage Loan. Interest will, however, continue to be payable in respect of the Invested Amount of the Notes until the next Payment Date. Accordingly, this may affect the ability of the Trustee to pay interest in full on the Notes. The Trustee has access to Principal Draws and the amounts available from the Liquidity Reserve Account and the Excess Reserve to finance such shortfalls.

2.7 Delinquency/Default Risk

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

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

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

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

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

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

2.8 Mortgage Insurance Risk

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

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

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

Substantial delays could be encountered in connection with the enforcement of a Mortgage Loan or Mortgage and result in shortfalls in distributions to Note Holders to the extent not covered by a Mortgage Insurance Policy or if the 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 Mortgage Insurance Policy) will reduce the net amounts recoverable by the Trustee from an enforced Mortgage

Loan or Mortgage. In the event that any of the Properties fail to provide adequate security for the relevant Mortgage Loan, Note Holders could experience a loss to the extent the loss was not covered by a Mortgage Insurance Policy or if the relevant Mortgage Insurer failed to perform its obligations under the relevant Mortgage Insurance Policy.

The Mortgage Insurance Policies are explained in more detail in Section 13.

2.9 Equitable Assignment

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

Approximately 13% of the Mortgage Loans which will be transferred to the Trust on the Closing Date were previously equitably assigned to the Warehouse Trust by the Originator and approximately 47% of the Mortgage Loans which will be transferred to the Trust on the Closing Date were previously equitably assigned to the Term Trust by the Originator. The Mortgage Loans specified in a Receivables Transfer Direction will be transferred to the Trustee on payment by the Trustee, in its capacity as trustee of the Trust, of the relevant Purchase Price to each Disposing Trustee as trustee of the relevant Disposing Trusts. If such payment is made there will be a transfer of the Mortgage Loans to the Trustee and from the Closing Date the Trustee will be entitled to receive all Collections in respect of the Mortgage Loans.

The remaining 40% will be equitably assigned by the Seller to the Trust on the Closing Date pursuant to a Sale Notice on payment by the Trustee, in its capacity as trustee of the Trust, of the relevant Purchase Price to the Seller.

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

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

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

Further, a single judge of the Federal Court of Australia has recently held in *Goodridge v Macquarie Bank Limited* (ABN 46 008 583 542) and *Leveraged Equities Limited* [2010] FCA 67 ("**Goodridge**") that rights under a loan contract are not capable of assignment where they are inherent and necessary to both the assignor's rights and its obligations under the whole loan and security arrangements. The Goodridge decision relates to margin loans, rather than residential mortgage loans, in which there is an obligation by the bank in that case to provide additional funding to the borrowers in certain circumstances and in respect of which it has certain rights. AMP has very limited, if any, continuing obligations under the Mortgage

Loans. The rights associated with any such obligations of AMP are not linked to the obligations in the way described in the Goodridge decision and for that reason this decision should be distinguished here.

Moreover, on 18 January 2011 the Full Federal Court allowed appeals brought by Leveraged Equities Limited and Macquarie Bank Limited in *Leveraged Equities Limited v Goodridge* [2011] FCAFC 3 (**Goodridge Appeal**), thereby reversing the Goodridge Decision. As a result of the Goodridge Appeal, as at the Preparation Date, the law relating to assignments is as it was before the Goodridge Decision. However, an application for special leave to appeal the Goodridge Appeal has been submitted to the High Court of Australia and, in the event that the High Court of Australia grants special leave, the Goodridge Appeal may be subsequently overturned.

2.10 Call Option

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

2.11 Termination of Appointment of Trust Manager or the Servicer

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

2.12 Master Security Trust Deed

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

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

The moneys available to the Security Trustee for distribution may not be sufficient to satisfy in full the claims of all or any of the Secured Creditors and this may have an impact upon the Trustee's ability to repay all amounts outstanding in relation to the Notes.

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

2.13 Nature of Security

Under the Master Security Trust Deed and the Deed of Charge, the Trustee grants a first ranking fixed and floating charge over all the Assets of the Trust in favour of the Security

Trustee to secure the payment of moneys owing to creditors of the Trust, including, among others, the Note Holders, the Trust Manager, the Servicer, the Redraw Facility Provider and the Interest Rate Swap Providers.

If a company grants a fixed security over any of its assets, those assets may not be dealt with by the company without the consent of the relevant mortgagee. In this way, the security is said to "fix" over the specific assets. Fixed securities are usually given over real property, marketable securities and other assets which will not be dealt with by the security provider.

Unlike fixed securities, floating charges do not attach to specific assets but instead "float" over a class of assets which may change from time to time, allowing the chargor to deal with those assets and to give third party title to those assets free from any encumbrance. The Master Security Trust Deed and the Deed of Charge provide that the Trustee may not deal with the Assets of the Trust subject to the floating charge, except in the ordinary course of its business.

The floating charge created by the Master Security Trust Deed may "crystallise" and become a fixed charge over the relevant class of Assets of the Trust at the time of crystallisation. Crystallisation will occur automatically following the occurrence of an Event of Default under the Master Security Trust Deed and the Deed of Charge or immediately prior to a breach by the Trustee of the negative pledge covenants.

2.14 Ratings

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

2.15 The National Credit Code

The National Credit Code took effect in all states and territories of Australia on 1 July 2010. The National Credit Code was implemented as part of the *National Consumer Credit Protection Act 2009* (see Section 2.16) and largely replicates the UCCC) which previously applied in the states and territories of Australia.

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

- (a) vary a Mortgage Loan on the grounds of hardship or that it is an unjust contract;
- (b) annul or reduce any:
 - (i) interest rate change;
 - (ii) establishment fee;
 - (iii) early termination fee; or
 - (iv) fee or charge for prepayment of an amount,payable on a Mortgage Loan if the court is satisfied that the change, fee or charge is unconscionable;

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- (c) have certain provisions of a Mortgage Loan or Mortgage which are in breach of the legislation declared unenforceable; or
 - (d) obtain restitution or compensation from the Trustee in relation to any breach of the National Credit Code.

Any such order may affect the timing or amount of principal repayments under the relevant Mortgage Loan which may in turn affect the timing or amount of payment of interest or principal repayments under the Notes.

In addition, if a Title Perfection Event occurs, the Trustee will be subject to the penalties and compensation provisions under the National Credit Code. To the extent that the Trustee is unable to claim damages from the Originator or the Servicer where the Trustee suffers a loss in connection with a breach of the National Credit Code, the Assets of the Trust will be applied to indemnify the Trustee in priority to any payments in respect of the Notes.

2.16 Changes to Australian Consumer Law

Unfair Terms

Subdivision BA of Division 2 of the *Australian Securities and Investments Act 2001* (Cth) sets out an unfair contract terms regime whereby a term of a standard-form consumer 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 detriment to a party if applied or relied on.

National Consumer Credit Protection Act 2009 (NCCP Act)

The NCCP Act comprised stage 1 of a package of reforms directed towards enacting a new national consumer credit law to replace existing state-based regimes.

The NCCP Act has significant consequences for a wide range of participants in the credit industry, including credit providers, finance brokers and other intermediaries. Amongst other things, the NCCP Act:

- (a) requires credit providers and certain other persons engaging in "credit activities" to register and then once registered apply to ASIC for an Australian Credit Licence ("ACL") (all persons engaging in credit activities will need to be licensed from 1 July 2011). The definition of "credit activities" is broad and captures a range of activities relating to consumer credit contracts and consumer leases;
- (b) imposes responsible lending requirements on ACL holders and others designed to protect consumers from being offered or entering into loans that are "unsuitable" for them;
- (c) imposes certain disclosure obligations on ACL holders and others;
- (d) gives the Australian Securities and Investment Commission broad powers to enforce the legislation;
- (e) provides consumers with access to certain remedies; and
- (f) imposes civil and criminal penalties for certain breaches of the legislation.

The application of the NCCP Act and/or the unfair contracts terms regime with respect to the Mortgage Loans may affect the services of an entity, or its ability to collect funds, in relation

to these consumer credit arrangements and ultimately this may result in a delay or decrease in the amounts a Note Holder receives.

2.17 Geographic Concentration of Mortgage Loans

As at the Cut-Off Date, approximately 67% (by balance outstanding) of Mortgage Loans will be secured by Properties located in New South Wales and Victoria.

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

To the extent that these regions experience weaker economic conditions in the future, this may increase the likelihood of Debtors with Mortgage Loans in these regions missing scheduled instalments or defaulting on those Mortgage Loans. In such circumstances, the values of the Properties in those regions may also fall, leading to the possibility of a loss in the event of enforcement.

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

2.18 Ability to Change Mortgage Loan Features

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

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

2.19 Interest Rates

As at the Cut-Off Date, approximately 92% (by balance outstanding) of Mortgage Loans were subject to a discretionary variable rate. This rate may be adjusted from time to time by the Servicer on behalf of the Trustee. The Trustee will enter into the Basis Swap to hedge the basis risk between the variable interest rate applicable on the Mortgage Loans bearing interest at a variable rate and the floating rate obligations of the Trustee under the Notes.

Debtors have the ability to request the Servicer at any time to fix the interest rate payable under any Mortgage Loan for an initial period of up to 5 years and a further period of up to 5 years if agreed by the Servicer. The Trustee will enter into the Fixed Swap to hedge the basis risk between the fixed interest rate applicable on the Mortgage Loans bearing a fixed rate of interest and the floating rate obligations of the Trustee under the Notes.

2.20 Information Memorandum responsibility

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

2.21 Termination of the Fixed Swap

Under the Fixed Swap, the Trustee will exchange the interest payments from any Mortgage Loan bearing interest at a fixed rate for variable rate payments based on the Bank Bill Rate. If the Fixed Swap is terminated, in whole or in part, or the Fixed Swap Provider fails to perform its obligations, Note Holders will be exposed to the risk that the floating rate of interest payable with respect to the Notes will be greater than the fixed rate on the Mortgage Loans bearing interest at a fixed rate.

If the Fixed Swap terminates, in whole or in part, before its scheduled termination date, a termination payment by either the Trustee or the Fixed Swap Provider may be payable. A termination payment could be substantial. Any termination payment owing by the Trustee to the Fixed Swap Provider will be payable out of the Assets of the Trust and will have a lower priority than payments of interest on the Notes (if the Trustee has not received the corresponding amount under the Mortgage Loan, the prepayment of which gave rise to the termination of the Fixed Swap) or ahead of the payment of interest on the Notes (if the Trustee has received the corresponding amount under the relevant Mortgage Loan).

2.22 Australian Taxation

A summary of certain material tax issues are set out in Section 14. See Section 14 for further details.

2.23 Goods and Services Tax

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

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

2.24 Taxation of the Trust's Income

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

2.25 Australian Tax Reform

The Australian Government has announced proposed reforms to the financial supply provisions in the GST law, which if implemented are intended to take effect from 1 July 2012. The manner in which the proposed reforms are implemented may have an impact on the input tax credit entitlement of the Trust in relation to certain acquisitions. See section 14.3 for further information.

2.26 Interest Withholding Tax

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

Interest withholding tax will be deducted on payments of interest under the Notes to any person who is an Australian resident that holds the Notes through a permanent establishment outside Australia or a non-resident holder of a Note (other than a non-Australian resident that holds the Notes through a permanent establishment in Australia) unless the Notes are offered, and interest is paid from time to time, in a manner which satisfies the exemption from interest withholding tax contained in section 128F of the Australian Tax Act or an exemption under a double tax convention applies. The Trustee intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act. Nevertheless, the Trustee is not required to gross up payments it makes to a holder of a Note to compensate for any interest withholding tax that is withheld (see Section 14 for further information).

2.27 LoDoc Receivables

In the origination of certain Mortgage Loans to be acquired by the Trust referred to as LoDoc Receivables (if any), the Trust Manager has relied only on the borrower's declaration of income in the loan application to assess the ability of the borrower to repay the Mortgage Loan. If this statement by the borrower is inaccurate, the borrower may be unable to make its required payments under the Mortgage Loan, and accordingly may become delinquent or may default on its payments.

The products that constitute LoDoc Receivables are described in this Information Memorandum (including in Section 11). It is not proposed that the pool will contain any LoDoc Receivables. For more information on the characteristics of the pool, refer to Table 1 in Section 12.

2.28 Regulation of AMP Bank Limited

AMP Bank Limited's activities are subject to extensive regulation, mainly relating to liquidity, funding, solvency, capital, provisioning and customer interaction. In particular, AMP Bank Limited is subject to prudential supervision by the Australian Prudential Regulation Authority ("APRA").

AMP Bank's business and earnings are also affected by the fiscal or other policies that are adopted by various regulatory authorities of the Australian government. The requirement to maintain certain levels of Tier 1 and Tier 2 eligible capital affects the level of lending activity, or alternatively, requires the issue of additional equity capital or subordinated debt, which would also serve as additional sources of funds for AMP Bank Limited. Any change in regulation, or interpretation of existing policies, including changes that increase the requirements of regulatory capital or impact the regulatory capital resources, could have an adverse impact on AMP Bank Limited's financial performance and position.

2.29 Personal Property Securities Act

A new personal property securities regime will shortly commence operation throughout Australia. The Personal Property Securities Act 2009 ("PPSA") establishes a national system for the registration of security interests in personal property, together with new rules for the creation, priority and enforcement of security interests in personal property. The PPSA commenced on 15 December 2009, but is not proposed to take effect until a date in October 2011, with a two year transitional period beginning on that date ("PPSA Start Date"). Once

the PPSA applies, it will potentially have a retrospective effect on security interests and security agreements arising before that time by operation of the transitional provisions.

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

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

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

The transitional provisions provide that security interests registered on certain existing registers will be automatically migrated by the Australian Government to the PPS register (for example, charges registered on the ASIC Register of Company Charges). Security interests which will not be migrated, or which are not currently registered on any existing registers, will need to be registered on the PPS register (or otherwise perfected) before the end of the two year transitional period from the PPSA Start Date to preserve priority. This means that transactions which are not regarded as securities under current law but which are security interests under the PPSA, either because they are "in substance" security interests or deemed security interests, will need to be registered. The Transaction Documents may contain one or more such security interests.

The PPSA may give rise to the following risks:

- (a) the assignment of the Purchased Receivables may be a security interest and the Trustee may need to register any assignment occurring before the PPSA Start Date within 2 years of the PPSA Start Date to preserve its existing rights. Any assignment occurring after the PPSA Start Date will need to be registered; and
- (b) similarly, the provision of collateral under swap arrangements may amount to a security interest and require registration within 2 years of the PPSA Start Date.

There is uncertainty on aspects of the implementation of the PPSA regime because:

- (a) the legislative and regulatory framework for implementing the new scheme is not yet finalised. While the PPSA has been passed, amendments have been made to the PPSA and its associated legislation and regulations and it is possible that further amendments will be made before the PPSA Start Date; and
- (b) the PPSA significantly alters the law relating to secured transactions. There are issues and ambiguities arising under the PPSA. It can be expected that following further analysis, its application in practice and the handing down of court decisions, a market view or practice will evolve over time.

2.30 Payment of principal on the Class AB Notes, the Class B1 Notes and the Class B2 Notes

If at any time there are Class A1 Notes outstanding and the Stepdown Conditions have been satisfied, the Class AB Notes, the Class B1 Notes and the Class B2 Notes may receive principal at a time when the Class A2 Notes do not. For further details on repayment of principal, see Section 6.3.

2.31 European Union Capital Requirements Directive - CRD2 Rules

Article 122a of the CRD2 Rules restricts a European Union-regulated credit institution and its consolidated group affiliates from investing in a securitisation unless the originator, sponsor or original lender in respect of that securitisation has explicitly disclosed to the European-Union regulated credit institution or consolidated group affiliate (as applicable) that it will retain, on an ongoing basis, a net economic interest of at least 5 per cent in that securitisation as contemplated by Article 122a.

Article 122a also requires a European Union-regulated credit institution to be able to demonstrate that it has undertaken certain due diligence in respect of, amongst other things, the notes it has acquired and the underlying exposures and that procedures have been established for such due diligence to be conducted on an on-going basis. Failure to comply with one or more of the requirements set out in Article 122a may result in the imposition of a penal capital charge with respect to the investment made in the securitisation by the relevant investor.

None of AMP Bank Limited, Deutsche Bank AG, Sydney Branch or Westpac Banking Corporation, intends to retain an economic interest in this transaction in accordance with the requirements of Article 122a.

Article 122a applies in respect of an investment in the Notes by European Union-regulated credit institutions (or its consolidated group affiliates) and so such persons should make themselves aware of the requirements of Article 122a (and any implementing rules in relation to a relevant jurisdiction) in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. Relevant investors are required to independently assess and determine the sufficiency of the information described in this Information Memorandum and in any reports provided to investors in relation to the transaction for the purpose of complying with Article 122a and none of AMP Bank Limited, Deutsche Bank AG, Sydney Branch or Westpac Banking Corporation, or any other party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances of such purposes.

There remains considerable uncertainty with respect to Article 122a and it is not clear what will be required to demonstrate compliance to national regulators. Investors who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory charges for non compliance with Article 122a and any implementing rules in a relevant jurisdiction should seek guidance from their regulator. Similar requirements to those set out in Article 122a may be implemented for other European Union-regulated investors (such as certain types of investment fund managers, insurance and reinsurance undertakings) in the future.

Article 122a of the CRD2 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 certain individual investors and, in addition, could have a negative impact on the price and liquidity of the Notes in the secondary market.

There can be no assurance that the regulatory capital treatment of the Notes for any investor will not be affected by any future implementation of, and changes to, the CRD2 Rules or other regulatory or accounting changes.

3. The Progress 2011-1 Trust

3.1 Constitution of the Trust

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

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

3.2 Realisation of Trust Assets

(a) Realisation of Assets of Trust

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

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

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

(b) Option to Sell to Originator

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

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

3.3 Entitlement of Holders of the Residual Income Unit and Holders of the Residual Capital Unit

The beneficial interest in the Trust is represented by the issue of ten Residual Capital Units and one Residual Income Unit in accordance with the terms of the Master Trust Deed, the Notice of Creation of Trust and the Series Notice.

(a) **Entitlement to payments**

The holders of the Units have the right to receive distributions under the Series Notice only to the extent that funds are available for distribution in accordance with the Series Notice for distribution to them. Subject to this, the holders of the Units have no right to receive distributions other than a right to receive on the termination of the Trust the amount of the initial investment it made in respect of the Trust and any other surplus Assets of the Trust on its termination in accordance with the terms of the Series Notice.

(b) **Transfer**

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

(c) **Ranking**

The rights, claims and interest of the Residual Income Unitholder and the Residual Capital Unitholder at all times rank after, and are subject to, the interests of the Secured Creditors.

4. Assets of the Trust

The Assets of the Trust will include the Mortgage Loans and Related Securities transferred to the Trust on the Closing Date.

4.1 Description of Mortgage Loans

The Mortgage Loans will be sourced from a pool of loans originated by the Originator (or previously acquired by the Originator from the other Permitted Originators). Approximately 13% of these Mortgage Loans were, immediately before their transfer to the Trust, held as an asset of the Warehouse Trust and approximately 47% of these Mortgage Loans were, immediately before their transfer to the Trust, held as an asset of the Term Trust. The remaining 40% were held by the Seller. Each Mortgage Loan is secured by a first ranking Mortgage over residential property located in Australia.

4.2 Transfer of the Mortgage Loans

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

The transfer of the Mortgage Loans from:

- (a) the Originator to the Disposing Trusts, and subsequently from the Disposing Trusts to the Trust; and
- (b) the Seller to the Trust,

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

(a) Title Perfection Event

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

A Title Perfection Event will occur if:

- (i) an Insolvency Event occurs in respect of the Originator;
- (ii) the Originator or the Servicer fails to pay Collections within 3 Business Days of the due date for payment (except where the failure to pay is caused by an event which is not within the control of the Originator or the Servicer); or
- (iii) the long term rating given to the Originator falls below a long term rating of Baa2 (in the case of Moody's) or BBB (in the case of S&P),

provided that in the case of paragraphs (ii) and (iii), a Title Perfection Event is deemed not to have occurred if the Trustee does not declare the relevant event a Title Perfection Event and the Trust Manager has notified each Designated Rating

Agency of the relevant event and the Trust Manager determines that the relevant event will not result in an Adverse Rating Effect.

(b) **Document Custody**

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

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

4.3 Eligibility Criteria

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

- (a) the Mortgage Loan (except if it is a FLA Mortgage Loan) must have been fully drawn prior to the relevant "Cut-Off Date" (as defined in the relevant Disposing Trust Series Notice) or, where the Seller is AMP Bank Limited, the Cut-Off Date;
- (b) the Mortgage Loan must be secured by a valid and enforceable first ranking registered Mortgage over the Debtor's residential property or properties which may as at the Cut-Off Date have erected on it a residential dwelling;
- (c) the Unpaid Balance of the Mortgage Loan must not exceed A\$750,000 as at the Cut-Off Date;
- (d) the LVR of the Mortgage Loan must be less than or equal to 95% as at the Cut-off Date;
- (e) the term of the Mortgage Loan (plus any extensions to the Mortgage Loan) does not exceed 31 years from the commencement of the first full instalment period for that Mortgage Loan;
- (f) the Mortgage Loan requires principal and interest payments sufficient to pay interest and fully repay the principal of the Mortgage Loan;
- (g) the Mortgage Loan is not a loan in favour of a member of the present staff of the Originator as at the Cut-off Date;
- (h) only the Originator may have an obligation to fund Redraws in respect of the Mortgage Loan;
- (i) if the Mortgage Loan is a Fixed Interest Rate Term Loan, it does not have a fixed interest rate period (including any extensions of that period) of more than 10 years;

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- (j) the Mortgage Loan must be covered by a Mortgage Insurance Policy providing 100% cover of principal and interest losses in respect of the Mortgage Loan;
 - (k) the Mortgage Loan must mature at least 365 days prior to the Final Maturity Date;
 - (l) the Land the subject of the Related Security is located in either Queensland, New South Wales, Victoria, South Australia, Northern Territory, Western Australia, Tasmania or the Australian Capital Territory;
 - (m) the Mortgage Loan is not a construction loan;
 - (n) the Mortgage Loan must be denominated in A\$;
 - (o) the Mortgage Loan must not be Delinquent for more than 30 consecutive days, as at the Cut-Off Date; and
 - (p) if the Mortgage Loan is a LoDoc Receivable, the LVR of the Mortgage Loan must be less than or equal to 80% as at the Cut-Off Date.

4.4 Disposing Trustee Representations

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

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

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

4.5 Servicer representations

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

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

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

4.6 Originator Confirmation

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

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

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

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

4.7 Seller Representations

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

- (a) it is validly incorporated and existing;
- (b) it has the corporate power to own its assets and to carry on its business as it is now being conducted;

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- (c) it has full power and authority to enter into and perform its obligations under each Transaction Document to which it is a party;
 - (d) it has taken all necessary action to authorise the execution, delivery and performance of each Transaction Document to which it is a party and no additional approval or consent of any person is required;
 - (e) each authorisation which is required in relation to the execution, delivery and performance of each Transaction Document to which it is a party has been obtained;
 - (f) each of the Transaction Documents to which it is a party constitute legal, valid and binding obligations of it and are enforceable in accordance with their respective terms;
 - (g) the execution, delivery and performance by it of each of the Transaction Documents to which it is a party does not and will not violate any material provision of:
 - (i) any law, regulation authorisation, ruling, consent, judgement, order or decree of any Governmental Agency;
 - (ii) the constitution or other constituent documents; or
 - (iii) any Encumbrance or document which is binding upon it or any of its assets;and does not and will not result in:
 - (iv) the creation or imposition of any Encumbrance or restriction of any nature on any of its assets under the provision of; or
 - (v) the acceleration of the date of payment of any obligation existing under, any Encumbrance or document which is binding upon it or its assets.

4.8 Redraws

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

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

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

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

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

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

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

If the Originator makes a further advance (excluding a Redraw) to a Debtor in respect of Mortgage Loan, that Mortgage Loan and each other Mortgage Loan sharing the same Related Security are treated as having been repaid in full by the payment by the Originator to the Trustee of an amount equal to the aggregate Unpaid Balance of such Mortgage Loans.

4.9 Interest Rate Swap Agreement

The Trustee has entered into the Interest Rate Swap Agreement with the Interest Rate Swap Providers. Any swap transactions entered into under a Interest Rate Swap Agreement must be on terms that are notified to each Designated Rating Agency by the Trust Manager and which the Trust Manager determines will not result in an Adverse Rating Effect. See Section 10 for further details.

4.10 Threshold Rate

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

4.11 Collection Account

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

- (a) establish the AMP Collection Account; and
- (b) establish the Eligible Bank Collection Account.

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

If the aggregate of all Collections held by the Servicer exceeds the Collections Limit, the Servicer must remit to the Eligible Bank Collection Account all additional Collections received within 1 Business Day following receipt.

If the Servicer does not have the Required Rating, the Servicer must remit to the Eligible Bank Collection Account all amounts then deposited in the AMP Collection Account and all additional Collections received within 1 Business Day following receipt.

5. Description of the Notes

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

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

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

5.1 Classes of Notes

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

- (a) Class A1 Notes;
- (b) Class A2 Notes;
- (c) Class AB Notes;
- (d) Class B1 Notes; and
- (e) Class B2 Notes.

Redraw Notes may also be issued by the Trustee at the direction of the Trust Manager from time to time as described in Section 1.4.

5.2 Coupon on the Notes

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

No Coupon will be payable on a Payment Date in respect of the Class B2 Notes until all Coupon in respect of the Class A1 Notes, the Class A2 Notes, the Redraw Notes (if any), the Class AB Notes and the Class B1 Notes has been paid in full. The Class B2 Notes rank *pari passu* and rateably amongst themselves and after the Class A1 Notes, the Class A2 Notes, the Redraw Notes (if any), the Class AB Notes and the Class B1 Notes in respect of payments of Coupon both before and after the occurrence of an Event of Default.

No Coupon will be payable on a Payment Date in respect of the Class B1 Notes until all Coupon in respect of the Class A1 Notes, the Class A2 Notes, the Redraw Notes (if any) and the Class AB Notes has been paid in full. The Class B1 Notes rank *pari passu* and rateably amongst themselves and after the Class A1 Notes, the Class A2 Notes, the Redraw Notes (if any) and the Class AB Notes in respect of payments of Coupon both before and after the occurrence of an Event of Default.

No Coupon will be payable on a Payment Date in respect of the Class AB Notes until all Coupon in respect of the Class A1 Notes, the Class A2 Notes and Redraw Notes (if any) has been paid in full. The Class AB Notes rank after the Class A1 Notes, the Class A2 Notes and Redraw Notes (if any) in respect of payments of Coupon both before and after the occurrence of an Event of Default.

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

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

- (i) the Coupon Rate for that Coupon Period; multiplied by
- (ii) the Invested Amount for that Note on the first day of that Coupon Period; multiplied by
- (iii) the number of days in that Coupon Period, divided by 365,

and calculated to the nearest cent.

(b) **Coupon Rate**

The Coupon Rate for a class of Notes and for a Coupon Period will be equal to the aggregate of:

- (i) the Bank Bill Rate on the first day of that Coupon Period;
- (ii) the relevant Margin for that class of Notes; and
- (iii) if that Coupon Period commences on or after the first Call Option Date, the Step Up Margin for that class of Notes (if any).

The first Coupon Rate for each class of Notes will be set on the Closing Date and will be equal to the Bank Bill Rate for that Coupon Period plus the Margin for that class of Notes.

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

(c) **Coupon Period**

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

(d) **Payment of Coupon**

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

The Coupon on the Class B2 Notes will be reduced to the extent that there are insufficient funds available to pay the Coupon on the Class B2 Notes on the Payment Date in accordance with the Series Notice. Any such amount not paid in respect of the preceding Coupon Period will be carried over into the next Coupon Period and paid (together with Coupon for that Coupon Period) subject to available funds on the next Payment Date.

The Coupon on the Class B1 Notes will be reduced to the extent that there are insufficient funds available to pay the Coupon on the Class B1 Notes on the Payment Date in accordance with the Series Notice. Any such amount not paid in respect of the preceding Coupon Period will be carried over into the next Coupon

Period and paid (together with Coupon for that Coupon Period) subject to available funds on the next Payment Date.

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

A failure to pay the Coupon on the Class A1 Notes or the Class A2 Notes within 5 Business Days after the Payment Date will be an Event of Default under the Master Security Trust Deed. A failure to pay the Coupon on the Class AB Notes on the Payment Date will not be an Event of Default until the Invested Amounts of the Class A1 Notes and the Class A2 Notes are repaid in full. A failure to pay the Coupon on the Class B1 Notes on the Payment Date will not be an Event of Default until the Invested Amount of the Class AB Notes is repaid in full. A failure to pay the Coupon on the Class B2 Notes on the Payment Date will not be an Event of Default until the Invested Amount of the Class B1 Notes is repaid in full.

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

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

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

- (i) the Class A1 Notes and the Class A2 Notes rank pari passu amongst themselves and ahead of the Class AB Notes, the Class B1 Notes and the Class B2 Notes;
- (ii) the Class AB Notes rank pari passu amongst themselves, after the Class A1 Notes and the Class A2 Notes and ahead of the Class B1 Notes and the Class B2 Notes;
- (iii) the Class B1 Notes rank pari passu amongst themselves, after the Class A1 Notes, the Class A2 Notes and the Class AB Notes and ahead of the Class B2 Notes; and
- (iv) the Class B2 Notes rank pari passu amongst themselves and after the Class A1 Notes, the Class A2 Notes, the Class AB Notes and the Class B1 Notes,

in order of payment.

If any Redraw Notes are issued, they will rank pari passu with the Class A1 Notes and the Class A2 Notes and ahead of the Class AB Notes, the Class B1 Notes and the Class B2 Notes for payment of Coupon both before and after the occurrence of an Event of Default and enforcement of the Charge.

5.3 Principal Repayments

Other than after the occurrence of an Event of Default, on each Payment Date, the funds comprising Total Available Principal held by the Trustee will be applied in accordance with

the Cashflow Allocation Methodology towards, among other things and when applicable, principal repayment of the Notes.

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

Each Note will be finally redeemed, and the obligations of the Trustee with respect to the payment of the Invested Amount of that Note will be finally discharged, on the first to occur of:

- (a) the date on which the Invested Amount of that Note is reduced to zero;
- (b) the date upon which the relevant Note Holder renounces in writing all of its rights to any amounts payable under or in respect of that Note; and
- (c) the date on which the Trustee completes a sale and realisation of all Assets of the Trust in accordance with the Master Trust Deed or the Series Notice.

5.4 Payments

(a) Manner

The Trustee and the Servicer will make all payments:

- (i) by Cleared Funds (unless otherwise agreed) to the account specified by the payee, in either case, by 4.00 pm (Sydney time) on the due date;
- (ii) without set-off, counterclaim or other deduction; and
- (iii) in accordance with this Information Memorandum.

(b) Modified Following Business Day Convention

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

(c) Cleared Funds

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

5.5 The Register

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

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

The Trust Manager may inspect the Register of Note Holders and each Note Holder and its authorised representative may inspect that part of the Register of Note Holders which relates to the relevant Note Holder in all cases free of charge at any time when the Trustee's registered

office is required to be open and accessible to the public. The Trustee shall give a copy of the Register of Note Holders or part of it to the Trust Manager within 3 Business Days of receipt of a request from the Trust Manager.

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

5.6 Lodgement of the Notes in Austraclear

It is expected that the Notes will be eligible to be lodged into the Austraclear system by registering Austraclear Limited as the holder of record, for custody in accordance with the Austraclear rules.

All payments in respect of the Notes lodged into Austraclear will be made to Austraclear Limited, for transfer in accordance with the Austraclear rules.

All notices to Note Holders will be directed to Austraclear Limited.

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

- (a) all payments and notices required of the Trustee and the Trust Manager in relation to those Notes will be directed to Austraclear Limited; and
- (b) all dealings and payments in relation to those Notes within the Austraclear system will be governed by the Austraclear Limited Regulations.

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

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

In addition, any transfer of interests in Notes which are held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear system, be subject to the Corporations Act and the other requirements set out in Section 5.10.

5.7 Acknowledgments in respect of Notes

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

5.8 Notices to the Note Holders

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

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

5.9 Rights of Note Holders

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

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

Additionally, no Note Holder is entitled to:

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

5.10 Transfer of Notes

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

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

The Trustee may refuse to register any Transfer Form if:

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

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

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

5.11 Note Holder Meetings

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

(a) Convening a Meeting

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

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

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

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

(b) Quorum

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

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

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

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

(c) Chairman

The Chairman of a meeting of Note Holders must be appointed by the Trustee. The Chairman need not be a Note Holder.

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

(d) **Voting**

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

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

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

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

(e) **Proxies and Representatives**

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

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

(f) **Minutes and Resolutions**

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

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

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

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

- (i) in the case of a resolution (including an Extraordinary Resolution) of the Note Holders, been signed by all Note Holders; and

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- (ii) any such instrument shall be effective upon presentation to the Trustee for entry in the minutes of the meeting.

(g) **Powers of a meeting**

- (i) Subject to paragraph (ii) below, a meeting of the Note Holders shall, without prejudice to any rights or powers conferred on other persons by the Transaction Documents, only have power exercisable by Extraordinary Resolution:
 - A. to sanction any action that the Trustee or the Trust Manager proposes to take to enforce the provisions of any Transaction Documents relating to the Trust;
 - B. to sanction any proposal by the Trust Manager or the Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Note Holders against the Trustee or the Trust Manager, whether such rights arise under any Transaction Document or otherwise;
 - C. to sanction the exchange or substitution of Notes for or the conversion of Notes into any other obligations or securities of the Trustee or any other body corporate formed or to be formed;
 - D. subject to the Master Trust Deed, to consent to any alteration, addition or modification of the Master Trust Deed or the Series Notice which is proposed by the Trustee or the Trust Manager;
 - E. to discharge or exonerate the Trustee or the Trust Manager from any liability in respect of any act or omission for which it may become responsible under any Transaction Document relating to the Trust;
 - F. to authorise the Trustee, the Trust Manager or any other person to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution; and
- (ii) a meeting of the Note Holders shall not have power to, nor shall any resolution submitted to the meeting propose or have the effect of:
 - A. removing the Trustee or Trust Manager from office;
 - B. interfering with the management of the Trust;
 - C. winding-up or terminating the Trust, except as contemplated by the Master Trust Deed;
 - D. altering the Authorised Investments of the Trust; or
 - E. altering the terms upon which any Notes are issued (subject to the specific provisions of paragraph (a) above).

6. Cashflow Allocation Methodology

6.1 Principles Underlying the Allocation of Cash Flows

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

6.2 Collection Periods, Determination Dates and Payment Dates

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

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

A Coupon Period is the period from (and including) the Closing Date up to (but excluding) the first Payment Date and thereafter is each period from (and including) each Payment Date to (but excluding) the next following Payment Date. All calculations are made on the Determination Date prior to each Payment Date.

The following sets out an example of a series of relevant dates and periods for the allocation of cash flows and their payments. All dates are assumed to be Business Days.

1 July to 31 July (inclusive)	Collection Period
17 July to 16 August (inclusive)	Coupon Period
14 August	Determination Date
17 August	Payment Date

6.3 Underlying Cash Flows

(a) General

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

(b) Collection Period

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

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

(c) **Finance Charge Collections**

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

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

(d) **Calculation of Available Income**

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

- (i) the Finance Charge Collections received in the immediately preceding Collection Period; plus
- (ii) the Other Income received in the immediately preceding Collection Period; plus
- (iii) any net payments due to be received by the Trustee under the Fixed Swap on the next Payment Date; plus
- (iv) any net payments due to be received by the Trustee under the Basis Swap on the next Payment Date; plus
- (v) any interest income received by or on behalf of the Trustee during that Collection Period in respect of moneys credited to the Collection Account in relation to the Trust; plus
- (vi) all other amounts received by or on behalf of the Trustee in respect of the Assets comprising the Trust in the nature of income; plus
- (vii) any amounts applied as Available Income on that Determination Date from the Tax Account in certain circumstances; plus
- (viii) the amount standing to the credit of the Income Reserve; plus
- (ix) the amount standing to the credit of the Excess Reserve.

(e) **Payment Shortfall**

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

(f) **Principal Draw**

If there is an Excess Shortfall on any Determination Date, then the Trust Manager must direct the Trustee to apply (subject to the priority of payments in respect of Principal Distributions described below) an amount of Total Available Principal ("Principal Draw") equal to the lesser of:

- (i) the Excess Shortfall; and
- (ii) the amount of Total Available Principal available for distribution for that purpose on the following Payment Date,

towards the Payment Shortfall.

(g) **Liquidity Draw**

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

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

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

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

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

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

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

(i) **Required Payments (Interest Waterfall)**

The Trust Manager must direct the Trustee to pay (or direct the payment of) the following items in the following order of priority in respect of the immediately preceding Collection Period (the aggregate of the payments in paragraphs (a) to (n) inclusive being the "Required Payments" for that Collection Period) out of the Total Available Funds on each Payment Date:

- (i) first, at the Trust Manager's discretion, up to A\$100 pari passu and rateably to each holder of a Residual Income Unit;
- (ii) second, pari passu and rateably:
 - A. to the Disposing Trustee and the Seller, any Accrued Interest Adjustment in respect of the transfer of any Mortgage Loan from the Disposing Trustee or the Seller to the Trust in that Collection Period; and
 - B. to the Originator, where Prepayment Benefits are credited to any Debtor's account in that Collection Period the lesser of:

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- 1) the aggregate of all such Prepayment Benefits credited to Debtors' accounts in that Collection Period; and
 - 2) any Total Break Amount paid by the Fixed Swap Provider to the Trustee on, or immediately prior to, that Payment Date;
- (iii) third, any Taxes payable in relation to the Trust for that Collection Period (after the application of the balance of the Tax Account towards payment of such Taxes);
- (iv) fourth, *pari passu* and rateably, the Trustee's fee and the Security Trustee's fee for that Collection Period;
- (v) fifth, the Servicer's fee for that Collection Period;
- (vi) sixth, the Trust Manager's fee for that Collection Period;
- (vii) seventh, the Custodian's fee for that Collection Period;
- (viii) eighth, any Enforcement Expenses;
- (ix) ninth, any other Expenses of the Trust;
- (x) tenth, *pari passu* and rateably, towards:
- A. any interest and fees payable by the Trustee under the Redraw Facility Agreement; and
 - B. unless a Swap Provider Event of Default is subsisting:
 - 1) any amounts (including fees) payable by the Trustee under the Fixed Swap (including any Total Break Amount but only to the extent the Trustee has recovered the applicable Prepayment Costs from the related Debtors or the applicable Non-Collection Fee from the Servicer); and
 - 2) any amounts (including fees) payable by the Trustee under the Basis Swap;
- (xi) eleventh, as an allocation to the Liquidity Reserve Account in reimbursement of any Liquidity Draw made before the Determination Date immediately preceding that Payment Date, until the balance of the Liquidity Reserve Account equals the Required Liquidity Reserve Amount;
- (xii) twelfth, *pari passu* and rateably, the Coupon for the:
- A. Class A1 Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class A1 Notes in respect of previous Coupon Periods;
 - B. Class A2 Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class A2 Notes in respect of previous Coupon Periods; and

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- C. Redraw Notes (if any) for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Redraw Notes in respect of previous Coupon Periods;
- (xiii) thirteenth, the Coupon for the Class AB Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class AB Notes in respect of previous Coupon Periods;
- (xiv) fourteenth, the Coupon for the Class B1 Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class B1 Notes in respect of previous Coupon Periods;
- (xv) fifteenth, the Coupon for the Class B2 Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class B2 Notes in respect of previous Coupon Periods;
- (xvi) sixteenth, to retain in the Tax Account an amount equal to the Tax Shortfall (if any) in respect of that Payment Date;
- (xvii) seventeenth, to retain in the Tax Account an amount equal to the Tax Amount in respect of that Payment Date; and
- (xviii) eighteenth, any amounts that would have been payable under this priority of payments on any previous Payment Date, if there had been sufficient Total Available Funds, which have not been paid by the Trustee and in the order they would have been paid under that prior application of this Section 6.3.

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

(j) **Excess Available Income**

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

- (i) first, towards Total Available Principal, all Principal Draws which have not been repaid as at that Payment Date; and
- (ii) second, towards Total Available Principal in payment of any Losses for that Collection Period;
- (iii) third, towards Total Available Principal, an amount equal to the aggregate of any Carryover Charge-Offs (as calculated on the previous Determination Date);
- (iv) fourth, provided that the Stated Amount of the Class B1 Notes and the Class B2 Notes has not been reduced to zero, towards the Income Reserve until the amount standing to the credit of the Income Reserve equals the Income Reserve Target Balance;
- (v) fifth, if any Notes are then outstanding, in the following order of priority:

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- A. first, to the Residual Income Unitholder as a distribution on the Residual Income Unit, an amount equal to the Tax Distribution Amount for that Payment Date;
 - B. second, as an allocation to the Excess Reserve until the amount standing to the credit of the Excess Reserve equals the Excess Reserve Target Balance;
- (vi) sixth, towards any break costs payable by the Trustee to the Fixed Swap Provider under the Fixed Swap (to the extent not previously paid); and
- (vii) seventh, if a Swap Provider Event of Default is subsisting, *pari passu* and rateably towards:
- A. any amounts (including fees) payable by the Trustee under the Fixed Swap (including any Total Break Amount but only to the extent the Trustee has recovered the applicable Prepayment Costs from the related Debtors or the applicable Non-Collection Fee from the Servicer); and
 - B. any amounts (including fees) payable by the Trustee under the Basis Swap; and
- (viii) eighth, *pari passu* and rateably, to each holder of a Residual Income Unit being redeemed in accordance with the Series Notice, towards the redemption price payable in respect of the relevant Residual Income Units; and
- (ix) finally, as to any surplus, *pari passu* and rateably to the holders of the Residual Income Units by way of distribution of the income of the Trust.

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

(k) **Redraw Shortfalls**

If the Trust Manager determines on any Determination Date that the Total Available Principal for the preceding Collection Period (excluding any proposed drawdown under the Redraw Facility and after deducting any Principal Collections applied by the Servicer to fund Redraws during that Collection Period) is insufficient to reimburse in full the Originator for all Redraws funded by the Originator during that Collection Period, then the Trust Manager must direct the Trustee to make a drawdown under the Redraw Facility for an amount equal to the lesser of that insufficiency and the amount then available to be drawn down under the Redraw Facility.

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

(l) **Principal Collections**

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

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

(m) **Total Available Principal**

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

- (i) the Principal Collections for that Collection Period; and
- (ii) any amount drawn under the Redraw Facility Agreement on or about the Determination Date immediately following such Collection Period in accordance with Section 6.3(k); and
- (iii) the issue proceeds of any Redraw Notes issued during that Collection Period; and
- (iv) the amount (if any) of the Excess Available Income applied towards the repayment of Principal Draws for that Collection Period; and
- (v) the amount (if any) of the Excess Available Income applied in payment of any Losses for that Collection Period; and
- (vi) the amount (if any) of the Excess Available Income applied in respect of any Carryover Charge-Offs for that Collection Period; and
- (vii) the amount (if any) withdrawn from the Liquidity Reserve Account on or about the Determination Date immediately following the end of that Collection Period; and
- (viii) in the case of the final Collection Period only the amount (if any) withdrawn from the Liquidity Reserve Account on or about the Determination Date immediately following the end of that Collection Period; and
- (ix) in the case of the first Collection Period only, the amount of any Purchase Price Adjustment.

(n) **Principal Distributions**

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

- (i) first, to repay any Redraws funded by the Originator in relation to the Mortgage Loans to the extent that it has not previously been repaid;

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- (ii) second, as a Principal Draw (if required) on that Payment Date;
 - (iii) third, to repay any amounts outstanding to the Redraw Facility Provider in repayment of the Redraw Stated Principal;
 - (iv) fourth, pari passu and rateably, as a repayment in respect of the Redraw Notes (if any) until the Aggregate Stated Amount of the Redraw Notes (if any) is reduced to zero;
 - (v) fifth, where the Stepdown Conditions are not satisfied on the Determination Date immediately preceding that Payment Date:
 - A. first, towards the Class A1 Notes pari passu and rateably amongst the Class A1 Notes until the Stated Amount of the Class A1 Notes is reduced to zero;
 - B. second, towards the Class A2 Notes pari passu and rateably amongst the Class A2 Notes until the Stated Amount of the Class A2 Notes is reduced to zero;
 - C. third, towards the Class AB Notes pari passu and rateably amongst the Class AB Notes until the Stated Amount of the Class AB Notes is reduced to zero;
 - D. fourth, towards the Class B1 Notes pari passu and rateably amongst the Class B1 Notes until the Stated Amount of the Class B1 Notes is reduced to zero; and
 - E. fifth, towards the Class B2 Notes pari passu and rateably amongst the Class B2 Notes until the Stated Amount of the Class B2 Notes is reduced to zero;
 - (vi) sixth, upon satisfaction of the Stepdown Conditions on the Determination Date immediately preceding that Payment Date, the balance of the Total Available Principal (if any) available will be divided into the Class A Note Allocated Principal, the Class AB Note Allocated Principal and the Class B Note Allocated Principal, each to be applied:
 - A. in the case of the Class A Note Allocated Principal, pari passu and rateably:
 - 1) towards the Class A1 Notes in repayment of principal in respect of the Class A1 Notes pari passu and rateably amongst them until the Stated Amount of the Class A1 Notes is reduced to zero; and
 - 2) towards the Class A2 Notes in repayment of principal in respect of the Class A2 Notes pari passu and rateably amongst them until the Stated Amount of the Class A2 Notes is reduced to zero;
 - B. in the case of the Class AB Note Allocated Principal, towards the Class AB Notes in repayment of principal in respect of the Class AB Notes pari passu and rateably amongst them until the Stated Amount of the Class AB Notes is reduced to zero; and

C. in the case of the Class B Note Allocated Principal, *pari passu* and rateably:

- 1) towards the Class B1 Notes in repayment of principal in respect of the Class B1 Notes *pari passu* and rateably amongst them until the Stated Amount of the Class B1 Notes is reduced to zero; and
- 2) towards the Class B2 Notes in repayment of principal in respect of the Class B2 Notes *pari passu* and rateably amongst them until the Stated Amount of the Class B2 Notes is reduced to zero; and

(vii) seventh, as to any surplus (if any), to the Trustee for distribution in accordance with the Master Trust Deed and the Series Notice.

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

(o) **Stepdown Conditions**

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

- (i) the aggregate Invested Amount of all Stepdown Notes at that time expressed as a percentage of the aggregate Invested Amount of all Notes at that time is greater than or equal to 15%;
- (ii) the aggregate Invested Amount of all Class B1 Notes and Class B2 Notes at that time expressed as a percentage of the aggregate Invested Amount of all Notes at that time is greater than or equal to 5.6%;
- (iii) the average of the aggregate principal amount outstanding of Mortgage Loans then forming part of the Assets of the Trust over the previous 12 calendar months with arrears days greater than 60 days is less than or equal to 4% of the average of the aggregate principal amount outstanding of all Mortgage Loans then forming part of the Assets of the Trust over the previous 12 calendar months;
- (iv) there are no Charge-Offs against the Class B2 Notes which remain unreimbursed; and
- (v) the aggregate Unpaid Balance of the Mortgage Loans on that Determination Date, expressed as a percentage of the aggregate Unpaid Balance of the Mortgage Loans at the Closing Date, is greater than 10%,

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

(p) **Charge-Offs**

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

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

- (i) first, reduce the Aggregate Stated Amount of the Class B2 Notes to zero;
- (ii) second, reduce the Aggregate Stated Amount of the Class B1 Notes to zero;
- (iii) third, reduce the Aggregate Stated Amount of the Class AB Notes to zero;
- (iv) fourth, *pari passu* and rateably (based on the Aggregate Stated Amount of the relevant Notes and the Redraw Stated Principal), to:
 - A. reduce the Aggregate Stated Amount of the Class A2 Notes to zero;
 - B. reduce the Aggregate Stated Amount of the Class A1 Notes to zero;
 - C. reduce the Aggregate Stated Amount of the Redraw Notes (if any) to zero; and
 - D. to reduce the Redraw Stated Principal to zero.

(q) **Increases**

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

- (i) first, *pari passu* and rateably (based on the Aggregate Stated Amount of the relevant Notes):
 - A. the Aggregate Stated Amount of the Class A1 Notes until it reaches the Aggregate Invested Amount of the Class A1 Notes;
 - B. the Aggregate Stated Amount of the Class A2 Notes until it reaches the Aggregate Invested Amount of the Class A2 Notes;
 - C. the Aggregate Stated Amount of the Redraw Notes (if any) until it reaches the Aggregate Invested Amount of the Redraw Notes; and
 - D. the Redraw Stated Principal until it reaches the Redraw Principal Outstanding;

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- (ii) second, pari passu and rateably, the Aggregate Stated Amount of the Class AB Notes until it reaches the Aggregate Invested Amount of the Class AB Notes;
 - (iii) third, pari passu and rateably, the Aggregate Stated Amount of the Class B1 Notes until it reaches the Aggregate Invested Amount of the Class B1 Notes; and
 - (iv) fourth, pari passu and rateably, the Aggregate Stated Amount of the Class B2 Notes until it reaches the Aggregate Invested Amount of the Class B2 Notes.

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

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

- (i) first, towards the payment or satisfaction of any costs, charges, expenses and liabilities incurred in or about the due execution of the Security Trust or otherwise payable under the Master Security Trust Deed or the Deed of Charge to the Security Trustee on its own account;
- (ii) second, pari passu and rateably:
 - A. to satisfaction of the Receiver's remuneration in respect of the Secured Property;
 - B. to satisfaction of any fees payable to the Security Trustee;
 - C. to satisfaction of any fees, costs, charges, expenses or liabilities payable or reimbursable to the Trustee; and
 - D. to satisfaction of any fees, expenses or other amounts payable or reimbursable to the Trust Manager, the Servicer and the Custodian under a Transaction Document;
- (iii) third, pari passu and rateably towards satisfaction of:
 - A. any other Expenses of the Trust; and
 - B. any Enforcement Expenses;
- (iv) fourth, pari passu and rateably, unless a Swap Provider Event of Default is subsisting, towards the satisfaction of any amounts owing to the Basis Swap Provider and the Fixed Swap Provider;
- (v) fifth, pari passu and rateably, towards:
 - A. the payment of all Secured Money owing to the Class A1 Note Holders, the Class A2 Note Holders and any Redraw Note Holder;
 - B. the payment of all Secured Money owing to the Redraw Facility Provider; and
 - C. the payment of all Secured Money owing to the other Secured Creditors, other than to the extent referred to below;

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- (vi) sixth, pari passu and rateably, towards the payment of all Secured Money owing to the Class AB Note Holders;
 - (vii) seventh, pari passu and rateably, towards the payment of all Secured Money owing to the Class B1 Note Holders;
 - (viii) eighth, pari passu and rateably, towards the payment of all Secured Money owing to the Class B2 Note Holders;
 - (ix) ninth, to AMP Bank Limited, the amount standing to the credit of each of the Income Reserve and the Excess Reserve;
 - (x) tenth, if a Swap Provider Event of Default is subsisting, any amounts due to the Basis Swap Provider and the Fixed Swap Provider;
 - (xi) eleventh, to each holder of a security interest of which the Security Trustee is aware and which ranks after the Deed of Charge in relation to the Secured Property; and
 - (xii) twelfth, to the Trustee for distribution in accordance with the Master Trust -Deed and the Series Notice.

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

(s) **Income Reserve**

On or prior to the first Payment Date, AMP Bank Limited must deposit an amount equal to the Income Reserve Target Balance into the Collection Account, which will form part of the Income Reserve.

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

- (i) on a Payment Date to be applied as Available Income;
- (ii) to pay AMP Bank Limited in accordance with the order of payment following an Event of Default;
- (iii) to be paid into a new or additional Collection Account opened in accordance with the Master Trust Deed;
- (iv) to pay AMP Bank Limited once the Stated Amount of the Class B1 Notes and the Class B2 Notes has been reduced to zero; or
- (v) to pay to AMP Bank Limited on the Final Maturity Date.

Upon the Stated Amount of the Class B1 Notes and the Class B2 Notes being reduced to zero, the Trust Manager must direct the Trustee to, and the Trustee must on such direction, pay any amount then standing to the credit of the Income Reserve directly to AMP Bank Limited.

(t) **Excess Reserve**

On each Payment Date, the Trustee must deposit the amount (if any) available under section 6.3(j)(v)B on that Payment Date into the Excess Reserve.

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

- (i) on a Payment Date to be applied as Total Available Funds in accordance with section 6.3(u);
- (ii) to pay the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust in accordance with the order of payment following an Event of Default;
- (iii) to be paid into a new or additional Collection Account opened in accordance with the Master Trust Deed;
- (iv) to pay the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust once the Stated Amount of all Class B Notes has been reduced to zero;
- (v) to pay the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust on the Final Maturity Date; or
- (vi) if on any Payment Date the balance of the Excess Reserve exceeds the Excess Reserve Target Balance, to pay the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust the amount of that excess.

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

(u) **Excess Draw**

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

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

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

(v) **Redraw Shortfall**

If the Trust Manager determines on any Determination Date that there is a Redraw Shortfall, the Trust Manager must direct the Trustee to request from the Redraw Facility Provider, in accordance with the Redraw Facility Agreement, an amount

equal to the lesser of the Redraw Shortfall and the amount which is available to be drawn under the Redraw Facility Agreement and include that amount in Total Available Principal in accordance with section 6.3(n).

7. General Features of the Trust

7.1 The Trustee

(a) Powers of the Trustee

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

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

(b) Delegation by the Trustee

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

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

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

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

(c) **Trustee's covenants**

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

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

ordinary course of business of the Trust) other than the Notes or the Support Facilities;

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

(d) **Trustee fees and expenses**

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

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

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

The Trustee may retire as trustee of the Trust only if it gives the Trust Manager 3 months' written notice (or such other period agreed between the Trustee and the Trust Manager) of its intention to retire and selects a new trustee as trustee of the Trust. The purported retirement of the Trustee and the purported appointment of a new trustee has no effect until the new trustee executes a deed under which it covenants to act as trustee in accordance with the Transaction Documents.

(f) **Removal of the Trustee**

The Trust Manager must, by written notice, require the Trustee to retire if it reasonably believes a Trustee Default has occurred in relation to the Trust. If the Trustee refuses to retire within 30 days of being required to do so, the Trust

Manager is entitled to remove the Trustee from office immediately by notice in writing.

(g) **Trustee Default**

A Trustee Default occurs if:

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

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

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

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

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

Under the Master Security Trust Deed it is acknowledged that a breach of an obligation imposed on, or a representation or warranty given by, the Trustee under or in connection with the Master Security Trust Deed or any other Transaction Document will not be considered a wilful default by the Trustee unless the Trustee has acted negligently, or without good faith, in relation to the breach.

Under the Series Notice, the Trustee has full power to provide:

- (i) any representation or warranty;
- (ii) covenants and undertakings; and

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- (iii) an indemnity in respect of the accuracy or correctness of any representation or warranty given by it or in respect of any breach by it of any dealer agreement,

without the need to make any enquiries or conduct any investigations into the subject matter or accuracy of the representations and warranties or its ability to perform the covenant or undertaking. The Trustee is entitled to be indemnified out of the assets of the Trust for any amount properly paid under such indemnity or for reasonable expenses incurred in respect of a breach of representation or warranty or in prosecuting or defending any action relating to such indemnity. The Trustee will not be considered fraudulent, negligent or to have wilfully defaulted in giving such representations, warranties, undertakings or indemnities unless the Trustee is actually aware of the circumstances causing the representation or warranty to be incorrect or which would give rise to a claim under the indemnity at the time the relevant dealer agreement is entered into.

(i) **No investigation by Trustee**

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

7.2 The Trust Manager

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

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

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

- (i) the co-ordination of Borrowings of the Trust;
- (ii) the selection and management of Mortgage Loans, Related Securities, Authorised Investments and any Support Facilities required to be established and maintained pursuant to the Series Notice;
- (iii) the calculation of the Threshold Rate (if applicable);
- (iv) the calculation of all determinations to be made on each Determination Date and of all payments to be made on each Payment Date in accordance with the Series Notice;
- (v) the supervision of all accounting, financial reporting and preparation of tax returns for the Trust;
- (vi) the provision of reporting information required by the providers of financial accommodation to the Trust on the performance of the Trust and the Mortgage Loans and Related Securities held by the Trust;
- (vii) the preparation and delivery (by facsimile or such other method as the Trust Manager may consider appropriate) of:

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- A. such statements and reports as may be required under the Transaction Documents; and
 - B. any information, communications and documents requested by the Trustee;
 - (viii) to verify and confirm to the Trustee that:
 - A. all information required to be supplied in accordance with the Transaction Documents is supplied on a timely basis; and
 - B. no statements in connection with the Master Trust Deed reveals any errors or any breaches of any provisions of a Transaction Document and to notify the Trustee immediately if any such breach is found, provided that the Trust Manager is not responsible or liable to investigate or go behind the relevant statements (except in the case of manifest error); and
 - (ix) generally to act as the Trust Manager of the Trust as set out in the Master Trust Deed and the Series Notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) **Trust Manager Default**

A Trust Manager Default occurs if:

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

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

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

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

7.3 The Servicer

(a) **Appointment of Servicer**

On and from the date of execution of the Series Notice, the Originator is appointed, and agrees to act, as the Servicer of the Mortgage Loans and the Related Securities held by the Trust for the purposes of the Master Trust Deed as if named in the Master Trust Deed as a Servicer. The Servicer agrees to comply with, and be bound by, the Master Trust Deed in its capacity a Servicer.

(b) **Obligations of Servicer**

The Servicer will service the Mortgage Loans:

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

(c) **General Servicer Covenants**

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

- (i) take such action and incur such expenses as are necessary to enforce the terms of each Mortgage Loan or otherwise exercise any rights conferred under documentation in relation to the Mortgage Loan;
- (ii) if applicable, set the interest rate charged on each Mortgage Loan on the instructions of the Trust Manager at or above the Threshold Rate;
- (iii) prepare and collate all reasonably necessary performance statistics of the Mortgage Loans for a Trust;
- (iv) provide to the Trustee and the Trust Manager promptly from time to time such information, documents, records, reports or other information relating to the Mortgage Loans or the operations of the Servicer as may be reasonably requested by either or them;
- (v) on behalf of the Trustee, collect all Collections received by it in respect of each Mortgage Loan and remit Collections to the relevant Collection

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- Account on or before the Payment Date relating to that Collection Period or as required by the Transaction Documents;
- (vi) with respect to any Mortgage Insurance Policies:
 - A. promptly make claims under Mortgage Insurance Policies when entitled to do so;
 - B. not do anything which could reasonably be expected to prejudicially affect or limit its rights, or the rights of the Trustee, under or in respect of Mortgage Insurance Policies to the extent those rights relate to a Mortgage Loan; and
 - C. comply with all requirements and conditions of the Mortgage Insurance Policies;
 - (vii) not consent to the creation or existence of a Security Interest in the Mortgage Loans to a third party which ranks *pari passu* or before the interest of the Security Trustee;
 - (viii) electronically identify all Mortgage Loans in its electronic database in order to identify:
 - A. the Collections and other relevant cashflows in respect of the Mortgage Loans; and
 - B. the calculation of performance statistics for the Mortgage Loans;
 - (ix) except as required by law, not:
 - A. release the Debtor from any amount owing in respect of a Mortgage Loan or otherwise vary or discharge any Mortgage Loan; or
 - B. enter into any agreement or arrangement which has the effect of altering the amount payable in respect of a Mortgage Loan where to do so would have a Material Adverse Effect;
 - (x) except as approved by the relevant Mortgage Insurer (if applicable), not grant any extension of the maturity of a Mortgage Loan or, except as otherwise required by law, allow any reduced payment that would result in such extension;
 - (xi) notify:
 - A. the Trustee and the Trust Manager of any event which it reasonably believes is likely to have a Material Adverse Effect, promptly after becoming aware of such event; and
 - B. the Trust Manager of anything that the Trust Manager reasonably requires regarding any modification of a Mortgage Loan;
 - (xii) compensate the Trust for any damages resulting from a breach of any of its covenants, representations or warranties in any Transaction Document;

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- (xiii) perform any obligations imposed upon the Servicer under the Series Notice;
 - (xiv) except for any act or omission which is outside the direct power or control of the Servicer, ensure compliance with the Consumer Credit Code in respect of the Mortgage Loans (to the extent that any such Mortgage Loan and Related Security is regulated by the Consumer Credit Code) and exercise the servicing obligations which are under the control of the Servicer in accordance with the Consumer Credit Code; and
 - (xv) provide a certificate to the Trustee on or about each 30 June and 31 December stating that, as at that date, to the best of the Servicer's knowledge, information and belief, no Servicer Default was subsisting as at that date.

(d) **Delegation by the Servicer**

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

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

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

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

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

A Servicer Default occurs if:

- (i) the Servicer fails to remit, any amount due under the Transaction Documents within 5 Business Days of receipt of a notice from either the Trustee or the Trust Manager to do so;
- (ii) the Servicer fails to prepare and submit to the Trust Manager in a timely fashion any information so required under the Transaction Documents and such failure will have an Adverse Rating Effect and, if capable of remedy, is not remedied within 30 days of notice delivered to the Servicer by the Trustee or the Trust Manager;
- (iii) an Insolvency Event occurs in respect of the Servicer; or
- (iv) any authorisation under any Consumer Credit Code expires or is repealed, revoked, terminated, modified or amended and is not replaced and such event has an Adverse Rating Effect;
- (v) the Servicer fails to observe or perform any term, covenant, condition or obligation provided for in the Transaction Documents where such failure has a Material Adverse Effect and continues for 30 days;

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- (vi) any event has occurred which has a material adverse effect on the business of the Servicer and which has an Adverse Rating Effect; and
 - (vii) a material change occurs with respect to the Servicing Procedures without the prior consent of the Trust Manager and which has an Adverse Rating Effect.

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

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

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

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

(h) **Voluntary Retirement of Servicer**

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

(i) **Substitute Servicer**

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

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

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

(k) **Indemnity**

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

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

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

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

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

The maximum amount which the Servicer is liable to pay in damages for breach of a term of the Master Trust Deed or the Series Notice is limited to the Unpaid Balance of the Mortgage Loans at the time of the breach after taking into account any payment received by, or due to, the Trustee under any relevant Mortgage Insurance Policy.

7.4 Anti-Money Laundering

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

8. Master Security Trust Deed

8.1 Charge

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

8.2 Secured Creditors

The Secured Creditors are:

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

8.3 Events of Default

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

- (a) the Trustee fails to pay:
 - (i) in full any Coupon due and payable on any Class A1 Note, Class A2 Note or Redraw Note within 10 Business Days of the Payment Date on which such interest was due to be paid (for such time that the Class A1 Notes, Class A2 Notes or any Redraw Notes (as applicable) are outstanding);
 - (ii) in full to any other Secured Creditors, the relevant Secured Moneys payable to it in accordance with the relevant Transaction Document under which the obligation to pay such Secured Money arises, within 10 Business Days of the due date for payment (or within any applicable grace period agreed with the Secured Creditor to whom such Secured Moneys are payable) other than in respect of the following:
 - A. for such period as there are Secured Moneys payable in respect of the Class A1 Notes, Class A2 Notes and the

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- Redraw Notes, any payment in respect of the Class AB Notes, the Class B1 Notes or the Class B2 Notes; and
- B. for such period as there are Secured Moneys payable in respect of the Class AB Notes, any payment in respect of the Class B1 Notes or the Class B2 Notes;
 - C. for such period as there are Secured Moneys payable in respect of the Class B1 Notes, any payment in respect of the Class B2 Notes; and
 - D. for such period as there are Secured Moneys payable in respect of the Notes, any payment of break costs due and payable from the Trustee to any Interest Rate Swap Provider in relation to the relevant Interest Rate Swap Agreement (unless the Trustee has sufficient funds to pay such break costs in accordance with the Cashflow Allocation Methodology and the Trustee fails to pay such break costs);
- (b) the Trustee fails to perform or observe any other provision (other than an obligation referred to in paragraph (a) above) of a Transaction Document insofar as it relates to the Trust and such failure will have a Material Adverse Effect (as determined by the Trust Manager or the Trustee) and that default (in the opinion of the Security Trustee) is not capable of remedy or (if in the opinion of the Security Trustee is capable of remedy) is not remedied within 30 days after written notice from the Security Trustee requiring the failure to be remedied;
 - (c) an Insolvency Event occurs in respect of the Trustee (in its capacity as trustee of the Trust) or an Insolvency Event occurs in respect of the Trustee (in its personal capacity) and a new trustee is not appointed within 60 Business Days of the occurrence of that event;
 - (d) the Trustee is (for any reason) not entitled to fully exercise the right of indemnity conferred on it under the Master Trust Deed against the Assets of the Trust to satisfy any liability to a Secured Creditor and the circumstances are not rectified to the reasonable satisfaction of the Security Trustee within 20 Business Days of the Security Trustee requiring the Trustee in writing to rectify them;
 - (e) the Charge is not or ceases to be a first ranking charge over the Assets of the Trust, or any other obligation of the Trustee (other than as mandatorily preferred by law) ranks ahead or *pari passu* with any of the Secured Moneys;
 - (f) without the prior consent of the Security Trustee:
 - (i) the Trust is wound up, or the Trustee is required to wind up the Trust under the Master Trust Deed or applicable law, or the winding up of the Trust commences; or
 - (ii) the Trust is held or is conceded by the Trustee not to have been constituted or to have been imperfectly constituted; or
 - (iii) unless another trustee is appointed to the Trust under the Transaction Documents, the Trustee ceases to be authorised under the Master Trust Deed and the Series Notice to hold the Assets of the Trust in its name and to perform its obligations under the Transaction Documents.

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

8.4 Meetings of Secured Creditors

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

- (a) appoint a receiver and, if appointed, its remuneration; or
- (b) instruct the Security Trustee in writing to sell and realise the Secured Property where the Security Trustee has agreed to do so; or
- (c) take such further action as the Secured Creditors may specify in the terms of such Extraordinary Resolution and which the Security Trustee indicates that it is willing to take.

8.5 Protection of Security Trustee

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

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

9. Liquidity Reserve Account, Income Reserve, Excess Reserve, Redraw Facility Agreement

9.1 Liquidity Reserve Account

(a) Establishment

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

(b) Purpose

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

(c) Excess Balance

If, on any Determination Date, the Trust Manager determines that the balance of the Liquidity Reserve Account exceeds the Required Liquidity Reserve Amount on that Determination Date, then the Trust Manager must direct the Trustee to withdraw from the Liquidity Reserve Account an amount equal to that excess and allocate that amount to Total Available Principal for distribution in accordance with Section 6.3.

9.2 Income Reserve

(a) Establishment

On or prior to the first Payment Date, AMP Bank Limited must deposit an amount equal to the Income Reserve Target Balance (which will form part of the Income Reserve) into the Collection Account.

(b) Purpose

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

- (i) on a Payment Date to be applied as Available Income;
- (ii) to pay AMP Bank Limited in accordance with the order of payment following an Event of Default;
- (iii) to be paid into a new or additional Collection Account opened in accordance with the Master Trust Deed;
- (iv) to pay AMP Bank Limited once the Stated Amount of all Class B Notes has been reduced to zero; or
- (v) to pay to AMP Bank Limited on the Final Maturity Date.

9.3 Excess Reserve

(a) Establishment

On each Payment Date the Trustee must deposit the amount (if any) available under Section 6.3(j)(v)B on that Payment Date into the Excess Reserve.

(b) Purpose

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

(c) Excess Balance

If, on any Payment Date, the balance of the Excess Reserve exceeds the Excess Reserve Target Balance on that date, then the Trust Manager must direct the Trustee to withdraw from the Excess Reserve an amount equal to that excess and pay it to the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust.

9.4 Redraw Facility

(a) Purpose of the Redraw Facility

Under the terms of the Mortgage Loans:

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

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

(b) Drawings on the Redraw Facility

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

(c) Interest and fees

A market rate interest accrues on the daily balance of each Redraw until the drawing is paid in full.

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

(d) Events of Default

A Redraw Event of Default occurs if:

- (i) the Trustee fails to pay:

-
- A. any amount owing under the Redraw Facility where funds are available for that purpose under the Series Notice; or
 - B. any amount due in respect of interest where funds are available for that purpose under the Series Notice,

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

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

(e) **Termination**

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

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

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

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

10. Interest Rate Swaps

10.1 General

The Trustee will enter into the Interest Rate Swap Agreement.

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

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

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

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

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

The terms of each of the Basis Swap and the Fixed Swap allow for the netting of payments.

10.3 Fixed Swap

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

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

If a Debtor prepays any amount in respect of a Mortgage Loan which is subject to a fixed rate of interest (excluding those Mortgage Loans subject to a concessionary fixed rate of interest for an initial period of 12 months or less), the Fixed Swap Provider will determine the value of any break amount. If the break amount:

- (a) is positive, the Trustee must pay that break amount to the Fixed Swap Provider in accordance with the Cashflow Allocation Methodology; or
- (b) is negative, the Fixed Swap Provider must pay the absolute value of that Break Amount to the Trustee.

10.4 Basis Swap

Under the Basis Swap, the Trustee will pay to the Basis Swap Provider on the Payment Date an amount calculated by reference to the applicable variable rate of those Mortgage Loans

which are subject to a variable rate of interest on a notional amount calculated by reference to the Outstanding Balance of those Mortgage Loans which are subject to a variable rate of interest or a concessionary fixed rate of interest for an initial period of 12 months or less.

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

10.5 Early Termination by the Interest Rate Swap Provider

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

- (a) if the Trustee fails to make a payment due under an Interest Rate Swap within 10 Business Days after notice of failure is given to the Trustee; or
- (b) if, due to a change or a change in interpretation in law, it becomes illegal for the Interest Rate Swap Provider to make or receive payments, perform its obligations under any credit support document or comply with any other material provision of the Interest Rate Swap. However, the Interest Rate Swap Provider will only have the right to terminate the Interest Rate Swap if it has first made efforts to transfer its rights and obligations to another office or an affiliate to avoid the illegality provided that such transfer is notified to each Designated Rating Agency by the Trust Manager and the Trust Manager determines that this will not result in an Adverse Rating Effect; or
- (c) certain bankruptcy related events occur in relation to the Trustee; or
- (d) if due to any action taken by a taxation authority or a change in tax law the Interest Rate Swap Provider is required to gross-up payments on account of a non-resident withholding tax liability or receive payments from which amounts have been withheld or deducted on account of tax. However, the Interest Rate Swap Provider will only have the right to terminate the Interest Rate Swap Agreement if the Interest Rate Swap Provider has first made efforts to transfer the Interest Rate Swap to another office or affiliate provided that such transfer is notified to each Designated Rating Agency by the Trust Manager and the Trust Manager determines that this will not result in an Adverse Rating Effect; or
- (e) if an Event of Default occurs under the Master Security Trust Deed and the Deed of Charge and the Security Trustee:
 - (i) declares the Charge to be enforceable;
 - (ii) exercises all or any of its powers under the Master Security Trust Deed and the Deed of Charge; or
 - (iii) declares the Aggregate Invested Amount, all accrued interest and all other moneys owing to Note Holders under or in respect of the Notes to be immediately due and payable on demand.

10.6 Early Termination by the Trustee

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

-
- (a) if an Interest Rate Swap Provider fails to make a payment under the Interest Rate Swap within 10 Business Days after notice of failure is given to the Interest Rate Swap Provider; or
 - (b) if an Interest Rate Swap Provider fails to comply with its obligations under the Interest Rate Swap Agreement (other than an obligation to make certain payments or deliveries) and such failure is not remedied on or before the 30th day after notice is given of such failure to the Interest Rate Swap Provider; or
 - (c) if, due to a change in or a change in the interpretation of the law, it becomes illegal for the Trustee to make or receive payments, perform its obligations under any credit support document or comply with any other material provision of the Interest Rate Swap. However, the Trustee will only have the right to terminate the Interest Rate Swap if it has first made certain efforts to transfer its rights and obligations to another office or affiliate to avoid the illegality, provided that such transfer is notified to each Designated Rating Agency by the Trust Manager and the Trust Manager determines that this will not result in an Adverse Rating Effect; or
 - (d) certain bankruptcy related events occur in relation to the Interest Rate Swap Provider; or
 - (e) if the Interest Rate Swap Provider merges with, or otherwise transfers all or substantially all of its assets to, another entity and the new entity does not assume all of the obligations of the Interest Rate Swap Provider under the relevant Interest Rate Swap Agreement; or
 - (f) the Interest Rate Swap Provider (or any guarantor of the Interest Rate Swap Provider) breaches a representation or warranty made by it in the Interest Rate Swap Agreement in a material respect; or
 - (g) the Interest Rate Swap Provider (or any guarantor of the Interest Rate Swap Provider) fails to comply with any obligation to be performed under any guarantee of the Interest Rate Swap Provider's obligations entered into in connection with the Interest Rate Swap Agreement and such failure is continuing under any applicable grace period, the termination of any such guarantee without the Trustee's consent, or the Interest Rate Swap Provider (or any guarantor of the Interest Rate Swap Provider) challenges the validity of any such guarantee; or
 - (h) if due to any action taken by a taxation authority or a change in tax law the Trustee is required to receive payments from which amounts have been withheld or deducted on account of tax and no entitlement to a corresponding gross-up arises other than as a result of its failure to perform certain tax covenants or, in certain circumstances, a breach of its tax representations. However, the Trustee will only have the right to terminate the Interest Rate Swap Agreement if it has first made efforts to transfer its rights and obligations to avoid this event to another office or affiliate provided such transfer is notified to each Designated Rating Agency by the Trust Manager and the Trust Manager determines that this will not result in an Adverse Rating Effect; or
 - (i) if an Event of Default occurs under the Master Security Trust Deed and the Deed of Charge as a result of a failure by the Interest Rate Swap Provider to make, when due, a payment under the Interest Rate Swap Agreement and the Security Trustee:
 - (i) declares the Charge to be enforceable;
 - (ii) exercises all or any of its powers under the Master Security Trust Deed and the Deed of Charge; or

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- (iii) declares the Aggregate Invested Amount, all accrued interest and all other moneys owing to Note Holders under or in respect of the Notes to be immediately due and payable on demand; or
 - (j) if an Interest Rate Swap Provider fails to comply with its obligations (including to post collateral) under the Interest Rate Swap in the event of the withdrawal or downgrade of its credit rating from any Designated Rating Agency as prescribed in the Interest Rate Swap Agreement within the relevant period and subject to the exceptions (if any) specified in the Interest Rate Swap Agreement; and
 - (k) in relation to the Fixed Swap only and where S&P is the Designated Rating Agency, an External Valuer fails to determine on a Semi-annual Valuation Date any Values that are required to be determined on that Semi-annual Valuation Date under the Interest Rate Swap Agreement.

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

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

10.7 Fixed Swap Provider Downgrade

If, as a result of the withdrawal or downgrade of its credit rating by a Designated Rating Agency, the Fixed Swap Provider (or any co-obligor or guarantor of the Fixed Swap Provider, as applicable) does not have credit ratings equal to or higher than the level prescribed by such Designated Rating Agency as necessary to maintain the current rating of the Notes, then the Fixed Swap Provider will immediately notify the Trustee and the Designated Rating Agencies of the downgrade and, (unless, in the case of a Moody's Rating Period only, the Fixed Swap Provider and the Trustee receive confirmation that the Trust Manager has notified the Designated Rating Agencies and has determined that the downgrade will not result in an Adverse Rating Effect), the Fixed Swap Provider at its cost:

- (a) must comply with its collateralisation obligations under the Interest Rate Swap Agreement:
 - (i) within 10 Business Days of such downgrade (if the relevant Designated Rating Agency is S&P); and
 - (ii) by expiry of the relevant Prescribed Rating Period following such downgrade (if the relevant Designated Rating Agency is Moody's); and
- (b) must:

-
- (i) within 60 Business Days of such downgrade (if the relevant Designated Rating Agency is S&P); and
 - (ii) by the expiry of the relevant Prescribed Rating Period (if the relevant Designated Rating Agency is Moody's):
 - A. seek to enter into an agreement novating its rights and obligations in respect of the Fixed Swap to a replacement counterparty which holds the Prescribed Ratings and in respect of which the Trust Manager has notified Moody's (if the relevant Designated Rating Agency is Moody's); or
 - B. arrange for the provision of an eligible guarantee (as described in the Interest Rate Swap Agreement); or
 - C. enter into such other arrangements in respect of the Fixed Swap which:
 - 1. are satisfactory to the Trust Manager and in respect of which the Trust Manager has notified Moody's (if the relevant Designated Rating Agency is Moody's);
 - 2. are agreed with S&P (if the relevant Designated Rating Agency is S&P); and
 - 3. the Trust Manager has determined will not have an Adverse Rating Effect.

11. The Originator and the Mortgage Loans

11.1 Introduction and background

The Originator is a wholly owned subsidiary of AMP Limited, the ultimate holding company of the AMP group of companies, comprising AMP Limited and its subsidiaries ("**AMP Group**"). The Originator, using the brand name "AMP Banking", is a direct banking operation providing retail banking services to the Australian market.

The Originator was granted an authority to carry on banking business in Australia in March 1998 and commenced operations in Australia in June 1998. The Originator is registered in the State of New South Wales. Prior to receiving a licence to operate as a bank, the AMP Group provided loan origination and savings products through the wholly-owned subsidiary Priority One Financial Services Ltd in Australia. The business and assets of this entity was transferred to the Originator in 1998.

The Originator acquired the businesses of AMP Finance Limited and GIO Building Society Limited and the assets of those businesses in 2002.

The Originator's strategy is to leverage the strengths of the AMP Group in providing product and service solutions to meet the banking and wealth creation needs of customers. The Originator continues to position itself as a solutions provider for existing AMP customers and as a vehicle for attracting and retaining new customers for the AMP Group. The Originator is a direct banking operation providing retail banking services with a core focus on deposit raising and high quality residential lending.

The Originator aims to provide innovative and competitive banking solutions that are to be distributed using AMP's distribution networks, independent mortgage originators, the internet, telephone banking, EFTPOS and ATMs to provide customers with choice in how they access and transact with the Originator. The Originator continues to develop and broaden its product and service range in response to the rapidly changing needs of its target customer base. The current product range includes fixed and variable rate mortgage loans, term and "at call" savings and investment accounts, cash management and transaction accounts. The Originator uses its strength in alliance partner management to source and deliver customer solutions where "in-house" products are not available.

The banking activities of AMP Bank come under the regulatory supervision of the Australian Prudential Regulation Authority, which is responsible (with the Reserve Bank of Australia) for the maintenance of overall financial system stability. The Originator's trading office is at Level 4, 2-12 Macquarie Street, Parramatta, New South Wales, Australia. The Originator's registered office is at Level 24, AMP Sydney Cove Building, 33 Alfred Street, Sydney, NSW 2000, Australia. AMP Group maintains a World Wide Web site at the address "<http://www.amp.com.au>".

11.2 AMP Limited

The Originator's ultimate holding company, AMP Limited, is listed on the Australian and New Zealand stock exchanges. AMP Limited is regulated under the Corporations Act and is subject to periodic and continuous disclosure requirements. The registered office of AMP Limited is at Level 24, AMP Sydney Cove Building, 33 Alfred Street, Sydney, New South Wales 2000, Australia.

For the year ended 31 December 2010 AMP Limited announced an underlying profit of \$760m, down 2% from the year ended 31 December 2009.

11.3 The AMP Group

The AMP Group is structured around two businesses: AMP Financial Services and AMP Capital Investors.

AMP Financial Services

AMP Financial Services provides a range of products and services to customers in Australia and New Zealand. These products and services are primarily distributed through planners and advisers.

AMP Financial Services is reported as four separate divisions:

- Contemporary wealth management (**CWM**) – Unit linked superannuation, retirement income and managed investment products business. Superannuation products include personal and employer sponsored plans. Financial planning and advice services are disclosed within CWM. CWM includes AMP Bank, which is a direct Australian bank offering residential mortgages, deposits, transactional banking and white-labelled credit cards.
- Contemporary wealth protection – Includes personal and group term, disability and income protection insurance products. Products can be bundled with a superannuation product or held independently of a superannuation contract.
- Mature – A closed business comprising over 40 closed products which are in run-off and one open product. Closed products include whole of life, endowment, investment linked, investment account, RSA and annuities.
- New Zealand – A risk insurance business and mature book with a growing unit linked superannuation and investment business.

AMP Capital Investors

AMP Capital Investors is AMP's wholly-owned specialist investment manager. It manages investments across all the major asset classes including equities, fixed interest, infrastructure, property, diversified funds and multi-manager funds. AMP Capital Investors also provides commercial, industrial and retail property management services. It provides its investment management services through in-house investment professionals and a carefully selected global network of investment partners.

In addition to its well established reputation in Australia and New Zealand, AMP Capital Investors has a strong and growing international presence with offices in Beijing, London, Mumbai, Singapore, Tokyo and New York, allowing it to source competitive offshore opportunities.

11.4 AXA Asia Pacific Holdings Limited

The merger of AMP Limited and the Australian and New Zealand businesses of AXA Asia Pacific Holdings Limited (“**AXA APH**”) by way of a scheme of arrangement was implemented on 30 March 2011, at which time AXA APH became wholly owned by the AMP Group. Completion of the sale of the AXA APH’s Asian businesses to AXA SA took place on 1 April 2011.

11.5 Origination, Credit and Collections

(a) Origination Process

The residential mortgage loans included in the assets of the trust were originated by either the Originator, AMP Finance Limited (formerly known as GIO Finance Limited), GIO Building Society Limited, GIO General Limited, GIO Personal Investment Services Limited or Priority One Financial Services Ltd. Mortgage Loans were sourced through mobile lenders, the client call centre, AMP Financial Planners, accredited mortgage brokers and via the internet.

(b) Approval and Underwriting Process

Residential loan applications are processed centrally at the Originator's Parramatta office. The loan applications are assessed and either approved or declined using a combination of the Automated Credit Decisioning ("**ACD**") tool or referral to a credit lending specialist. All loan applications must satisfy the Originator's credit policy and procedures, a summary of which is described in this Section. In circumstances where minor credit policy issues are mitigated by the strength of the application, approval will be provided by only a senior credit officer of the Originator.

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

- the loan-to-value ratio is above 80%;
- the loan amount, or the total amount of all loans outstanding to that borrower/s or group, exceeds A\$750,000;
- the security property is not zoned solely Residential;
- the security property is newly constructed (including house and land packages);
- the security property is located in a high density area;
- the security property is being purchased off the plan;
- the purchase is not at arm's length or is a private sale;
- the security property is not located within a major metropolitan or regional area (these areas are agreed with our Mortgage Insurers); and
- if the mortgage loan is a LoDoc Receivable.

The Originator requires its panel valuers to be members of the Australian Property Institute and hold current professional indemnity insurance of a minimum of A\$1 million.

In cases where a valuation has not been obtained, the Originator requires a copy of the signed contract of sale prior to settlement which confirms the purchase price of the property. The Originator may also utilise the Australian Property Monitors database to provide additional verification of the price range of the subject property.

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

The Originator verifies income on loan applications for all products, except for the LoDoc Receivables (if any). The verification process includes a review of the applicant's employment history and pay advice and/or tax returns. Such loans are referred to as "income-verified loans" in this Information Memorandum.

For LoDoc Receivables (if any), the Originator relies on each applicant's declaration of income in the loan application. The Originator receives an acknowledgment from the applicant that the Originator relies on the information in the loan application and the applicant's declaration that the information is true and correct. The Originator verifies that the applicant has been an ABN holder for at least 2 years.

In respect of both income-verified loans and LoDoc Receivables (if any), the Originator conducts credit checks and enquiries through the credit bureaus in accordance with current credit criteria. A statement of the applicant's current assets and liabilities is also obtained via the loan application form. In relation to LoDoc Receivables (if any), the applicant's net asset position is compared with declared income to assist determining the capacity to meet payments.

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

The Originator reviews a sample of approved housing loans on a monthly basis to ensure individual credit lending specialists maintain all policy standards.

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

The Originator's credit policies and approval procedures are subject to regular review and update by the Originator's credit risk committee.

(c) Collection and Enforcement Process

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

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

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

Arrears notices are automatically sent to both borrowers and guarantors when the loan is 5 days in arrears and 10 days in arrears.

Frequent attempts to contact the borrower are ongoing when the loan is 15 days or more in arrears. The credit services officers have the authority to agree clearance of arrears with the borrowers on the condition that the arrangements do not exceed 3 months. Any arrangement exceeding 3 months must have the approval of both the credit services team leader and the relevant Mortgage Insurer. An electronic diary system is maintained for each loan to record all proceeding information in relation to the arrears management process.

In the event all attempts to obtain payment fail, final notices are sent to borrowers when the account is between 45-90 days in arrears. The final notice demands payment within 7 days from the date of the final notices. If the arrears amount is not received in full, legal action and enforcement proceedings such as engaging of agents to take possession of properties may be initiated.

Upon possession of each secured property and advice from the Mortgage Insurers, valuations of security are ordered and the sale process commences.

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

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

Originator Loss and Delinquency Experience

The first table summarises the delinquency experience of the home loan portfolio serviced by AMP Bank Limited including securitised loans for the past 10 years. LoDoc Receivables are included in the numbers from January 2005 when the product was introduced. The second table summarises the historical loss experience for the home loan portfolio serviced by AMP Bank Limited including securitised loans for the past 10 years. Loan losses for each period are net of recoveries including claims under mortgage insurance policies and include securitised loans. Percentage losses are calculated based on the average outstanding balance for the period. This information is provided by AMP Bank Limited.

Table 1: Days in Arrears History

	<u>Jun-99</u>	<u>Jun-00</u>	<u>Jun-01</u>	<u>Jun-02</u>	<u>Jun-03</u>	<u>Jun-04</u>	<u>Jun-05</u>	<u>Jun-06</u>	<u>Jun-07</u>	<u>Jun-08</u>	<u>Dec-08</u>	<u>Jun-09</u>	<u>Sep-09</u>	<u>Dec-09</u>	<u>Mar-10</u>	<u>Jun-10</u>	<u>Sep-10</u>	<u>Dec-10</u>	<u>Mar-11</u>
Total Outstanding Balances (\$m)	\$1,555	\$1,773	\$2,048	\$2,723	\$3,711	\$5,649	\$6,086	\$6,669	\$7,676	\$8,949	\$9,430	\$9,607	\$9,632	\$9,667	\$9,636	\$9,679	\$9,745	\$10,011	\$10,506
Number of Loans	14,219	15,885	17,983	21,027	24,447	37,079	38,234	40,770	46,236	52,946	55,102	55,591	55,769	55,810	55,582	55,449	55,545	56,495	58,421
% Arrears By Number																			
30-59 days	0.44%	0.60%	0.66%	0.44%	0.50%	0.36%	0.30%	0.25%	0.22%	0.30%	0.46%	0.22%	0.20%	0.28%	0.28%	0.26%	0.24%	0.30%	0.32%
60-89 days	0.17%	0.16%	0.24%	0.13%	0.16%	0.13%	0.13%	0.11%	0.11%	0.15%	0.20%	0.12%	0.10%	0.12%	0.11%	0.14%	0.10%	0.13%	0.11%
90+	0.25%	0.13%	0.16%	0.10%	0.15%	0.22%	0.20%	0.17%	0.17%	0.28%	0.32%	0.24%	0.23%	0.20%	0.22%	0.24%	0.24%	0.26%	0.28%
Total	0.86%	0.89%	1.06%	0.67%	0.81%	0.71%	0.63%	0.53%	0.50%	0.72%	0.97%	0.58%	0.53%	0.60%	0.61%	0.63%	0.58%	0.69%	0.71%
% Arrears by Balances																			
30-59 days	0.49%	0.94%	0.73%	0.46%	0.55%	0.44%	0.45%	0.47%	0.39%	0.48%	0.81%	0.41%	0.37%	0.47%	0.44%	0.44%	0.40%	0.53%	0.51%
60-89 days	0.20%	0.24%	0.31%	0.16%	0.21%	0.21%	0.18%	0.14%	0.18%	0.27%	0.33%	0.14%	0.12%	0.18%	0.18%	0.24%	0.20%	0.20%	0.17%
90+	0.35%	0.22%	0.16%	0.12%	0.14%	0.29%	0.46%	0.45%	0.32%	0.42%	0.57%	0.49%	0.44%	0.30%	0.34%	0.34%	0.44%	0.43%	0.50%
Total	1.04%	1.40%	1.20%	0.74%	0.90%	0.94%	1.09%	1.06%	0.89%	1.17%	1.72%	1.04%	0.94%	0.95%	0.96%	1.02%	1.04%	1.16%	1.18%

Table 2: Loss History

Loss History	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011 #	Total
Total Loss (\$m) ^	-	-	-	-	\$0.01	\$0.00	\$0.00	\$0.03	\$0.31	\$1.17	\$0.46	\$1.94	\$1.36	\$0.02	\$5.31
Total Losses as % of Portfolio	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%	0.00%	0.02%	0.01%	0.00%	
Total Portfolio Balance (\$m) *	\$1,387	\$1,748	\$1,847	\$2,319	\$3,223	\$5,235	\$5,887	\$6,272	\$7,052	\$7,943	\$9,430	\$9,667	\$10,011	\$10,506	

^ Total Loss = Mortgage Insurance Net Loss + Uninsured Losses

* Portfolio Balance as at end of stated year

YTD As at end of March 2011

There can be no assurance that the delinquency and foreclosure experience with respect to the Mortgage Loans comprising the pool will correspond to the delinquency and foreclosure experience of the Servicer's mortgage portfolio set forth in the foregoing tables. Indeed, the statistics shown in the preceding tables represent the delinquency and foreclosure experience for the total one-to-four-family residential mortgage portfolios for each of the years presented, whereas the aggregate delinquency and foreclosure experience on the Mortgage Loans will depend on the results obtained over the life of the pool. In addition, the foregoing statistics include Mortgage Loans with a variety of payment and other characteristics that may not correspond to those of the Mortgage Loans in the pool. Moreover, if the one-to-four-family real estate market should experience an overall decline in property values such that the principal balances of the housing loans comprising the Mortgage Loan pool become equal to or greater than the value of the related mortgaged properties, the actual rates of delinquencies and foreclosures could be significantly higher than those previously experienced by the Servicer. In addition, adverse economic conditions, which may or may not affect real property values, may affect the timely payment by borrowers of scheduled payments of principal and interest on the Mortgage Loans and, accordingly, the rates of delinquencies, foreclosures, bankruptcies and losses with respect to the pool.

11.6 Product Types

The Originator's products and services include an extensive range of mortgage loans for residential and investment properties and a flexible product portfolio of transaction, savings and investment deposit accounts.

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

(a) Variable Rate Loans

Income-Verified Variable Rate Loans

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

The Originator may offer customers an introductory interest rate for a period up to 12 months for new business. Upon expiry of the introductory period the interest rate will automatically convert to a variable rate loan product type.

The loan allows redraws to the extent that the borrower's outstanding balance is less than the scheduled limit. Monthly account management or annual package fees may be payable and individual transaction fees may apply after a number of free transactions per month.

LoDoc Receivables Variable Rate Loans

The Originator's LoDoc Receivables variable rate loan products are low documentation variable interest rate term loan products secured by residential property. The variable interest rate charged on these loans may fluctuate depending upon market conditions. The customer may elect to pay their mortgage insurance premium upfront or have the Originator pay on their behalf and increase the interest rate charged for the first two years of the loan.

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

(b) *Fixed Rate Loans*

Income-Verified Fixed Rate Loans

The Originator's fixed rate loans are a term loan product secured by residential property where the interest rate is fixed for a selected period of up to 5 years. The Originator may offer a discount off the standard fixed rate loan interest rate depending on the total borrowings.

Additional principal repayments may be permitted on this loan up to a maximum of \$10,000 per annum. No redraws are permitted on this loan. Monthly account management fees may be payable.

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

The Originator may offer customers an introductory interest rate for a period up to 12 months for new business. Upon expiry of the introductory period the interest rate will automatically convert to a variable rate loan product type. However the borrower has the option to fix the interest rate at standard fixed rates for a further period of up to 5 years at no additional cost.

LoDoc Receivable Fixed Rate Loan

The Originator's LoDoc Receivable fixed rate loan is a term loan product secured by residential property where the interest rate is fixed for a period of either 2 or 3 years. The customer may elect to pay their mortgage insurance premium upfront or have the Originator pay on their behalf and increase the interest rate charged for the fixed rate period.

Additional principal repayments are permitted on this loan up to a maximum of \$10,000 per annum. No redraws are permitted on this loan.

Each of the variable rate and fixed rate loan products mentioned above under paragraphs (a) and (b) has the following features:

- loan terms of 10, 15, 20, 25 or 30 years;
- the choice of principal and interest or a maximum interest only period of 5 years with a subsequent further period of up to 5 years subject to approval by the Originator, and then an amortising schedule of principal and interest; and
- the choice of combining up to ten Originator loan products, excluding LoDoc products, which cannot be combined with any other loan type.

(c) *Flexible Loan Account (FLA)/Line of Credit (LoC) Loans*

Income-Verified Line of Credit

A variable interest rate term loan product with transaction capability via cheque book and card, should the customer choose those options. The FLA/LoC is secured by residential property and has a maximum interest only period of 10 years. The balance of the loan term requires repayments of principal and interest so that the loan is fully repaid at the end of its term.

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

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

Should the account balance run in credit, the FLA/LoC pays credit interest on the entire credit balance for the time the loan is in credit.

Monthly account management or annual package fees may be payable and individual transaction fees may apply after a number of free transactions per month.

Former GIO loans were converted to AMP Bank Flexible Loan Accounts on 1 December 2003. A tranche of these loans have no amortisation period scheduled. Former GIO loans with a maturity date before 1 December 2013 were converted without an amortisation period. Those with a maturity date after 1 December 2013 were converted with an Interest Only period expiring on 1 December 2013, with the loan amortising in full during the remaining term.

AMP Bank FLAs pre-approved or originated before 3 August 2004 were originally structured without an amortisation period. Customers with these facilities have been advised that an amortisation period will commence as at 10 years from original settlement.

Flexible Loan Accounts are no longer available for new originations.

LoDoc Receivables Line of Credit

The Originator's LoDoc Line of Credit product, with characteristics as above. The customer may elect to pay their mortgage insurance premium upfront or have the Originator pay on their behalf and increase the interest rate charged for the first two years of the loan.

No individual transaction fees are payable.

Each of the FLA and LoC products mentioned above under paragraph (c) generally has the following features:

- loan terms of 20, 25 or 30 years;
- a maximum interest only period of 10 years and then an amortising schedule of principal and interest. Revolving facility functionality is retained throughout the term of the line of credit; and
- the choice of combining up to ten Originator loan products, excluding LoDoc products, which cannot be combined with any other loan type.

12. Mortgage Loan Statistics

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

In respect of the below tables which show a total of 3812 Mortgage Loans, certain Mortgage Loans have been aggregated and displayed as a single Mortgage Loan where the relevant Debtor has more than one Mortgage Loan in the pool that is secured by the same Related Securities.

In respect of the Geographic Distribution table below, where a Mortgage Loan is secured by more than one Mortgage, only details in respect of the primary Mortgage are displayed.

Table 1: Summary of Characteristics of Pool

Description	Total Pool
Total Pool Size:	\$925,259,642
Total Number Of Loans (Unconsolidated):	5262
Total Number Of Loans (Consolidating Split Loans):	3812
Average Loan Size:	\$242,722.89
Maximum Loan Size:	\$750,000
Total Property Value:	\$1,715,702,500
Number Of Properties:	4018
Average Property Value:	\$427,004
Average Current LVR:	55.94%
Weighted Average Current LVR:	64.17%
Maximum Current LVR:	94.07%
Average Term To Maturity (Months):	297.45
Weighted Average Term To Maturity (Months):	308.32
Maximum Remaining Term To Maturity (Months):	349.84
Weighted Average Coupon:	7.23%
Weighted Average Seasoning (Months):	42.38
% Loans > \$500,000 (by Balance):	13.19%
% Lodoc Loan (By Balance):	0.00%
% Fixed Rate Loans (by Balance):	8.19%
% Interst Only Loans (by Value):	44.31%
% Investment Loans (by Balance):	28.35%

Table 2: Outstanding Balance LVR Distribution

LVR Distribution	No of Loans	Balance Outstanding	Percentage by No Loans	Percentage by Balance
> 0% and ≤ 25%	517	35,536,636	13.6%	3.8%
> 25% and ≤ 30%	137	17,511,115	3.6%	1.9%
> 30% and ≤ 35%	173	26,140,037	4.5%	2.8%
> 35% and ≤ 40%	169	32,704,417	4.4%	3.5%
> 40% and ≤ 45%	167	34,101,896	4.4%	3.7%
> 45% and ≤ 50%	191	43,363,495	5.0%	4.7%
> 50% and ≤ 55%	237	62,247,738	6.2%	6.7%
> 55% and ≤ 60%	208	53,085,318	5.5%	5.7%
> 60% and ≤ 65%	258	74,874,239	6.8%	8.1%
> 65% and ≤ 70%	319	94,717,671	8.4%	10.2%
> 70% and ≤ 75%	391	114,669,950	10.3%	12.4%
> 75% and ≤ 80%	800	260,454,574	21.0%	28.1%
> 80% and ≤ 85%	93	29,175,319	2.4%	3.2%
> 85% and ≤ 90%	115	35,460,852	3.0%	3.8%
> 90% and ≤ 95%	37	11,216,384	1.0%	1.2%
TOTAL	3812	925,259,642	100.0%	100.0%

Table 3: Outstanding Balance Distribution

Balance Distribution	No of Loans	Balance Outstanding	Percentage by Number	Percentage by Balance	Weighted LVR
> \$0 and ≤ \$100,000	586	31,344,417	15.4%	3.4%	25.7%
> \$100,000 and ≤ 150,000	440	55,811,647	11.5%	6.0%	42.7%
> \$150,000 and ≤ 200,000	558	98,638,120	14.6%	10.7%	57.2%
> \$200,000 and ≤ 250,000	588	132,626,700	15.4%	14.3%	63.8%
> \$250,000 and ≤ 300,000	553	151,550,817	14.5%	16.4%	68.3%
> \$300,000 and ≤ 350,000	354	114,695,612	9.3%	12.4%	68.2%
> \$350,000 and ≤ 400,000	236	88,043,420	6.2%	9.5%	69.8%
> \$400,000 and ≤ 450,000	186	79,332,496	4.9%	8.6%	68.8%
> \$450,000 and ≤ 500,000	108	51,153,974	2.8%	5.5%	71.9%
> \$500,000 and ≤ 550,000	59	30,941,446	1.5%	3.3%	69.4%
> \$550,000 and ≤ 600,000	49	28,138,501	1.3%	3.0%	71.7%
> \$600,000 and ≤ 650,000	40	24,855,727	1.0%	2.7%	71.2%
> \$650,000 and ≤ 700,000	32	21,502,992	0.8%	2.3%	71.3%
> \$700,000 and ≤ 750,000	23	16,623,772	0.6%	1.8%	70.2%
TOTAL	3812	925,259,642	100.0%	100.0%	64.17%

Table 4: Mortgage Insurance

Mortgage Insurer Name	No of Loans	Balance Outstanding	Percentage by No Loans	Percentage by Balance
Genworth	3172	815,179,718	83.2%	88.1%
QBE	640	110,079,924	16.8%	11.9%
Total	3812	925,259,642	100.0%	100.0%

Table 5: Geographic Distribution

Area	No of Loans	Balance Outstanding	Percentage by No Loans	Percentage by Balance
ACT - Metro	72	16,341,438	1.9%	1.8%
ACT Total		16,341,438	1.9%	1.8%
NSW - Inner city	13	4,282,676	0.3%	0.5%
NSW - Metro	1164	314,687,066	30.5%	34.0%
NSW - Non metro	375	83,573,312	9.8%	9.0%
NSW Total		402,543,054	40.7%	43.5%
NT - Metro	7	1,673,252	0.2%	0.1%
NT - Non metro	3	502,972	0.1%	0.1%
NT Total		2,176,225	0.3%	0.2%
QLD - Inner city	0	-	0.0%	0.0%
QLD - Metro	257	64,945,430	6.7%	7.0%
QLD - Non metro	298	73,910,683	7.8%	8.0%
QLD Total		138,856,113	14.6%	15.0%
SA - Inner city	1	200,000	0.0%	0.0%
SA - Metro	224	46,747,144	5.9%	5.1%
SA - Non metro	30	5,449,868	0.8%	0.6%
SA Total		52,397,012	6.7%	5.7%
TAS - Inner city	3	586,688	0.1%	0.1%
TAS - Metro	24	3,950,173	0.6%	0.4%
TAS - Non metro	21	3,502,520	0.6%	0.4%
TAS Total		8,039,381	1.3%	0.9%
VIC - Inner city	18	5,107,789	0.5%	0.6%
VIC - Metro	800	180,576,330	21.0%	19.5%
VIC - Non metro	165	28,409,439	4.3%	3.1%
VIC Total		214,093,558	25.8%	23.1%
WA - Inner city	2	416,019	0.1%	0.0%
WA - Metro	308	83,883,017	8.1%	9.1%
WA - Non metro	27	6,513,825	0.7%	0.7%
WA Total		90,812,861	8.8%	9.8%
Inner City Total	37	10,593,173	1%	1%
Metro Total	2856	712,803,849	75%	77%
Non Metro Total	919	201,862,619	24%	22%
TOTAL	3812	925,259,642	100%	100%

Table 6: Seasoning Analysis

Seasoning (Months)	No of Loans	Balance Outstanding	Percentage by No Loans	Percentage by Balance
> 6 and ≤ 9 months	29	3,301,339	0.6%	0.4%
> 9 and ≤ 12 months	14	1,121,742	0.3%	0.1%
> 12 and ≤ 15 months	21	2,903,619	0.4%	0.3%
> 15 and ≤ 18 months	6	415,499	0.1%	0.0%
> 21 and ≤ 24 months	304	68,402,569	5.8%	7.4%
> 24 and ≤ 36 months	2150	414,212,735	40.9%	44.8%
> 36 and ≤ 48 months	1729	306,564,840	32.9%	33.1%
> 48 and ≤ 60 months	64	10,391,919	1.2%	1.1%
> 60 and ≤ 72 months	12	1,684,055	0.2%	0.2%
> 72 and ≤ 84 months	9	2,418,214	0.2%	0.3%
> 84 and ≤ 96 months	348	57,766,973	6.6%	6.2%
> 96 and ≤ 108 months	196	26,330,779	3.7%	2.8%
> 108 and ≤ 120 months	109	12,995,506	2.1%	1.4%
> 120 months	271	16,749,853	5.2%	1.8%
TOTAL	5262	925,259,642	100.0%	100.0%

Table 7: Profile by Amortisation

Interest Only Period Remaining	No Of Loans	Balance Outstanding	Percentage By No Loans	Percentage By Balance
> 0 Years and ≤ 1 Year	237	22,439,790	4.5%	2.4%
> 1 Year and ≤ 2 Years	727	143,066,800	13.8%	15.5%
> 2 Years and ≤ 3 Years	819	165,122,629	15.6%	17.8%
> 3 Years and ≤ 4 Years	161	36,927,792	3.1%	4.0%
> 4 Years and ≤ 5 Years	82	15,389,090	1.6%	1.7%
> 5 Years and ≤ 6 Years	9	243,591	0.2%	0.0%
> 6 Years and ≤ 7 Years	116	7,064,123	2.2%	0.8%
> 7 Years and ≤ 8 Years	218	17,263,683	4.1%	1.9%
> 8 Years and ≤ 9 Years	30	1,845,014	0.6%	0.2%
> 9 Years and ≤ 10 Years	10	594,673	0.2%	0.1%
Principal and Interest	2853	515,302,456	54.2%	55.7%
TOTAL	5262	925,259,642	100.0%	100.0%

Table 8: Profile by Interest Rate Type

Fixed Interest Period Remaining	No of Loans	Balance Outstanding	Percentage by No Loans	Percentage by Balance
> 0 Years and ≤ 1 Year	118	22,613,801	2.2%	2.4%
> 1 Years and ≤ 2 Years	182	35,727,534	3.5%	3.9%
> 2 Years and ≤ 3 Years	63	14,224,310	1.2%	1.5%
> 3 Years and ≤ 4 Years	13	2,731,015	0.2%	0.3%
> 4 Years and ≤ 5 Years	2	449,489	0.0%	0.0%
Variable Rate	4884	849,513,491	92.8%	91.8%
TOTAL	5262	925,259,642	100.0%	100.0%

Table 9: Loan Term Remaining

Loan Term Remaining	No of Loans	Balance Outstanding	Percentage by No Loans	Percentage by Balance
> 0 Years and ≤ 5 Years	18	438,168	0.3%	0.0%
> 5 Years and ≤ 10 Years	59	3,073,459	1.1%	0.3%
> 10 Years and ≤ 15 Years	316	25,940,400	6.0%	2.8%
> 15 Years and ≤ 20 Years	439	61,486,078	8.3%	6.6%
> 20 Years and ≤ 25 Years	360	64,318,032	6.8%	7.0%
> 25 Years and ≤ 30 Years	4070	770,003,505	77.3%	83.2%
TOTAL	5262	925,259,642	100.0%	100.0%

Table 10: Interest Rate Distribution

Interest Rate Distribution	No of Loans	Balance Outstanding	Percentage by No Loans	Percentage by Balance
≤ 6.00%	124	6,474,175	2.4%	0.7%
> 6.00% and ≤ 6.25%	9	2,528,657	0.2%	0.3%
> 6.25% and ≤ 6.50%	11	1,672,414	0.2%	0.2%
> 6.50% and ≤ 6.75%	5	596,454	0.1%	0.1%
> 6.75% and ≤ 7.00%	73	15,556,563	1.4%	1.7%
> 7.00% and ≤ 7.25%	3691	735,063,244	70.1%	79.4%
> 7.25% and ≤ 7.50%	662	88,810,084	12.6%	9.6%
> 7.50% and ≤ 7.75%	124	14,043,350	2.4%	1.5%
> 7.75% and ≤ 8.00%	232	29,322,143	4.4%	3.2%
> 8.00% and ≤ 8.25%	229	12,796,688	4.4%	1.4%
> 8.25% and ≤ 8.50%	38	6,931,615	0.7%	0.7%
> 8.50% and ≤ 8.75%	12	2,593,681	0.2%	0.3%
> 8.75% and ≤ 9.00%	23	4,150,648	0.4%	0.4%
> 9.00% and ≤ 9.25%	12	1,632,091	0.2%	0.2%
> 9.25% and ≤ 9.50%	17	3,087,835	0.3%	0.3%
TOTAL	5262	925,259,642	100.0%	100.0%

13. Mortgage Insurance Policies and Mortgage Insurers

13.1 Overview

Each Mortgage Loan is insured under a Primary Mortgage Insurance Policy or a Pool Insurance Policy provided by QBE or under a General Mortgage Insurance Policy provided by GEMI, GEMICO or Genworth.

Certain corporate details in relation to Genworth and QBE are set out in Sections 13.7 and 13.8 respectively.

13.2 Summary of Mortgage Insurance Policies

A summary of the Mortgage Insurance Policies is set out below. More specific details in relation to the Mortgage Insurance Policies are set out in Sections 13.3, 13.4, 13.5 and 13.6.

Primary Cover

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

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

after all securities under a defaulting Mortgage Loan are enforced.

Exclusions

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

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

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

Duty of Disclosure

There is a duty to disclose to the Mortgage Insurer all matters relevant to the Mortgage Insurer's decision whether to accept the risk of the insurance. If this duty is breached, the Mortgage Insurer may be entitled to reduce its liability under a policy in respect of a claim or

may cancel the policy. If non-disclosure is fraudulent, the Mortgage Insurer may also have the option of voiding the policy from its inception.

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

Responsibilities

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

13.3 Pool Insurance Policy - QBE

A Pool Insurance Policy is provided by QBE.

Securing and protecting the Mortgage Loan

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

The insured must follow the procedures of a prudent lender in preparing, administering and managing the insured mortgage loan.

Variations

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

Submission of a claim

The insured is permitted to submit a claim for loss:

- (a) when the sale of the mortgaged property has been settled; or
- (b) when QBE asks the insured to submit a claim for loss before the mortgaged property has been sold; or
- (c) when the mortgagee under a prior mortgage has completed the sale of the mortgaged property.

The claim should be lodged within 30 days of:

- (a) the settlement date; or
- (b) a request from QBE.

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

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

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

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

Calculation of loss

The insured's loss is the "amount owing" to the insured less the "amount recovered" by the insured as described below.

The "amount owing" to the insured is the total of:

- (a) the balance of the mortgage loan account at the settlement date; and
- (b) interest on the balance of the mortgage loan account from the settlement date to the date of claim to a maximum of 30 days; and
- (c) any GST incurred by the insured on the sale or transfer of the mortgaged property to a third party and any GST which the insured property incurs in respect of any of the costs, fees, disbursements or commissions specifically identified under paragraph (d) in this section; and
- (d) costs incurred on sale of the mortgaged property which include:
 - (i) costs properly incurred by the insured for insurance premiums, rates, land tax (calculated on a single holding basis) and other statutory charges on the mortgaged property;
 - (ii) reasonable and necessary legal fees and disbursements the insured incurs in enforcing or protecting the insured's rights under the insured mortgage loan;
 - (iii) reasonable agent's commission, advertising costs, valuation costs and other costs relating to the sale of the mortgaged property;
 - (iv) reasonable and necessary costs incurred by the insured in maintaining (but not restoring) the mortgaged property, however total costs in excess of A\$1,500 can be included only if the insured had QBE's prior written consent to incur them; and
 - (v) any amounts applied by the insured with QBE's prior written consent to discharge a security interest having priority over the insured mortgage loan.

The "amount owing" to the insured does not include:

- (a) interest charged in advance;
- (b) default rate interest;
- (c) higher rate interest payable because of failure to make prompt payment;
- (d) fines, fees or charges debited to the mortgage loan account;
- (e) costs of restoration following damage to or destruction of the mortgaged property;
- (f) costs of removal, clean up and restoration arising from contamination of the mortgaged property;
- (g) additional funds advanced to the debtor without QBE's written consent (other than any loan redraws made in respect of amounts by which scheduled loan instalments have been exceeded);

-
- (h) amounts the insured pays in addition to the mortgage loan amount to complete improvements;
 - (i) cost overruns; and
 - (j) any civil or criminal penalties imposed on the insured under legislation including the Consumer Credit Code.

The "amount recovered" by the insured is the total of:

- (a) the gross proceeds of sale of the mortgaged property;
- (b) any amount incurred by the insured in respect of GST relating to the mortgaged property to the extent for which the insured is entitled to claim an input tax credit;
- (c) early repayment fees;
- (d) break funding costs; and
- (e) the following if not already applied to the credit of the mortgage loan account;
 - (vi) compensation received for any part of the mortgaged property that has been resumed or compulsorily acquired;
 - (vii) all rents collected and other profits received relating to the mortgaged property;
 - (viii) any sums received under any insurance policy relating to the mortgaged property not applied to restoration of the mortgaged property following damage or destruction;
 - (ix) all amounts recovered from the exercise of the insured's rights relating to the mortgage loan; and
 - (x) any other amount received relating to the insured mortgage loan including any amounts received from the debtor, any guarantor or prior mortgagee.

Reductions and cancellation

The making of any disclosure, non-disclosure or representation, the doing of any act or thing, the omission to do any act or thing or the receipt of any moneys by the Trust Manager, the Originator or the Trustee is deemed to be done or not done, as the case may be, by the insured. If the insured fails to comply with its duty of disclosure QBE may, refuse to pay a claim, reduce its liability under or cancel the mortgage pool insurance policy.

Where the insured has made a claim and the insured's loss has been increased due to the insured's consent, without QBE's written approval, to:

- (a) the creation of any lease, licence, easement, restriction or other notification affecting the mortgaged property; or
- (b) an increase in or acceleration of the payment obligation of the debtor under any security interest having priority over the insured mortgage loan, then,

QBE may reduce the amount payable by the amount of that increased loss.

Where QBE pays any claim, the amount of that payment will be less the amount of any GST input tax credit or reduced input tax credit (together in this paragraph, "Input Tax Credits") that are or may be made available to the insured by reason of any taxable supply made to the insured in connection with the exercise of the insured's rights under or connection with the mortgaged property and in respect of which the payment is made. If the payment is not made in respect of any particular taxable supply to the insured, then the payment shall be reduced by such amount as reflects the Input Tax Credits that are available to the insured if the payment had been applied in connection with the exercise of the insured's rights under or connection with the mortgaged property or for the provision to the insured of any services in connection with the exercise of such rights.

Where the insured's loss has been increased due to the insured making a false or misleading statement, assurance or representation to the debtor or any guarantor, QBE may reduce the amount paid to the insured in the event of a claim by the increase in the insured's loss.

13.4 Pool Insurance Policy - Genworth

A Pool Insurance Policy is also provided by Genworth.

Securing and protecting the Mortgage Loan

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

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

Variations

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

Submission of a claim

The insured is permitted to submit a claim for loss:

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

each a "**Loss Date**".

The claim should be lodged within 30 days of:

- (e) the Loss Date; or
- (f) a request from Genworth.

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

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

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

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

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

Calculation of loss

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

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

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

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

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

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

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

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

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

The "reductions" are the aggregate of the following:

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

13.5 Primary Mortgage Insurance Policy - QBE

A Primary Mortgage Insurance Policy is provided by QBE.

(a) Loss Covered - QBE

The loss recoverable under the Primary Mortgage Insurance Policy is expressed to be the amount owing under the Mortgage Loan, less the amount recovered. The amount owing is the total of:

- (i) the balance of the Mortgage Loan at the day on which the sale of the Property is completed;
- (ii) interest on the balance from that day to the date of claim up to a maximum of 30 days; and

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- (iii) certain costs incurred on sale of the Property.

Certain amounts are expressly excluded from the amounts owing. These include interest charged in advance, default interest, fines, fees or charges debited to the Mortgage Loan account, additional funds advanced without the written consent of QBE, any civil or criminal penalties imposed on the Trustee, including under the Consumer Credit Code and any loss resulting from the reopening of a contract under the Consumer Credit Code.

The amount recovered by the Trustee is expressed to be the gross proceeds of sale of the Property and certain amounts, such as compensation for compulsory acquisition, rents and profits, amounts received under other insurance policies and amounts received in relation to any Related Security.

(b) **Exclusions**

The amount of a claim will be reduced if the amount of loss is increased for certain reasons with the consent of the Trustee but without the consent of QBE, or where the amount of that loss has been increased due to a false or misleading statement made to the Debtor by the Trustee.

If there is contamination of the Property, a claim will only be met when the contaminant has been removed and the Property is cleaned-up and restored to its original condition. The amount of any claim will be reduced by the costs of the removal, clean-up and restoration arising from contamination.

Amounts paid will also be reduced:

- (i) if any matter relevant to insurer's risk in accordance with the Insurance Contracts Act 1984 is not disclosed unless the matter diminishes the risk, is common knowledge, is known to the insurer or the insurer ought to know, or there is a waiver; or
- (ii) if a breach of the policy results in prejudice to QBE's position, to the extent of that prejudice.

Where any non-disclosure is fraudulent, QBE will have the option of voiding the insurance contract from inception.

(c) **Mortgage Managers**

Mortgage managers are acknowledged as the Trustee's agents under the policy. The Trustee will be responsible for any non-disclosure or misrepresentation arising from information provided by or through such persons.

(d) **Claims**

Claims must be made within 30 days of the date of settlement of the sale of the Property or, if earlier, the date on which the claim is requested by QBE. QBE is obliged to assess the claim and pay any amount to which the Trustee is entitled within 14 days of receipt of completed claim documentation, which includes all documents and information which QBE reasonably requires.

(e) **General Conditions**

General conditions under the Primary Mortgage Insurance Policy include:

- (i) **Management:** The loan account must be managed by the Trustee or a mortgage manager approved in writing by QBE. A mortgage manager or the Trustee may be removed from management of the account if the management is unsatisfactory or a receiver or administrator is appointed.
- (ii) **Debtor default reporting:** A default by a Debtor must be reported in writing within 14 days:
 - A. if the amount unpaid is greater than 4 monthly instalments or one monthly instalment where the amount outstanding is greater than A\$300,000;
 - B. if the amount of the Mortgage Loan is not repaid at the expiry of the term of the Mortgage Loan;
 - C. if the Trustee takes possession of the Property;
 - D. if the Trustee is aware that a prior mortgage is in default, another mortgagee intends to sell or has sold the Property, bankruptcy or winding up proceedings begin or a receiver or manager is appointed over the mortgagor or any guarantor, the rights of the mortgagor or any guarantor are assigned to creditors, a claim following an intended sale is likely or there has been or will be a default under the Mortgage Loan or any other material event occurs in relation to the Related Security.
- (iii) **Further Advance:** The advance may only be made in respect of a Mortgage Loan if the prior written consent of QBE is obtained and an additional fee paid unless a Redraw occurs where the Debtor's payments are in advance of the scheduled payments.
- (iv) **Security:** Only enforceable registered mortgages are insured. Each Mortgage Loan must be either a first mortgage or a second mortgage where the first mortgage is with an institution and for an amount (alone and with the second mortgage) approved by QBE. The Trustee must protect its security and variations or releases must not occur without QBE's written consent.
- (v) **Property:** The Property must be:
 - A. adequately insured for standard perils; and
 - B. repaired and restored if necessary (such costs not being insured by the QBE policy).
- (vi) **Variations:** QBE must consent to any variation in the Loan Agreement.
- (vii) **Reports:** These must be given monthly or as directed.
- (viii) **Sale:** Consultation must occur in relation to an intended sale of the Property, including providing certain information as to the value of the Property. Rents and profits from possession are to be credited to the Mortgage Loan account.

13.6 General Mortgage Insurance Policy

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

(a) Loss Covered

Losses covered include:

- (i) Outstanding Balance together with any interest, fees or charges (whether capitalised or not);
- (ii) general insurance policy premiums, rates, taxes, levies and other statutory charges incurred by the Trustee;
- (iii) fees or charges incurred by the Trustee in respect of repair, maintenance and protection of the Property (limited to A\$1,000 without the Mortgage Insurer's approval);
- (iv) reasonable costs incurred by the Trustee in relation to the sale of the Property (limited to A\$1,000 plus selling agent's commission unless otherwise agreed); and
- (v) reasonable and necessary legal and other costs paid or incurred by the Trustee in enforcing or protecting its rights under the Loan Agreement (limited to A\$2,000 unless otherwise agreed),

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

(b) Reduction of Claims

A claim may be reduced by (in aggregate):

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

(c) General Conditions

General conditions under the General Mortgage Insurance Policy include:

- (i) the Property must be insured against damage or destruction;
- (ii) the Trustee must not materially alter the terms of the Mortgage Loan;

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

(d) **Debtor default reporting**

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

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

(e) **Consumer Credit Code**

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

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

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

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

(f) **Time for claims**

Claims may be made upon:

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

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

(g) **Cancellation of insurance**

The Mortgage Insurer may, if it is so entitled, cancel the insurance by notice to the Trustee.

13.7 Genworth Financial Group

GE Capital Mortgage Insurance Corporation (Australia) Pty Limited ("**GEMICO**") commenced operations in March 1998 and was established by General Electric Company ("**GE**") as a sister company to GE Mortgage Insurance Pty Ltd ("**GEMI**"). It was also a wholly owned subsidiary of GE Capital Australia.

Together, GEMI and GEMICO insured all loans between 15 December 1997 and 31 March 2004. On 31 March 2004 the lenders mortgage insurance ("**LMI**") businesses (including all of the LMI policies written during such period) of GEMI and GEMICO were transferred to a new entity – GE Mortgage Insurance Company Pty Limited ("**Genworth GEMICO**").

The transfer of the LMI policies was made pursuant to two separate schemes under the Insurance Act 1973 (Cth) and approved by both the Australian Prudential Regulation Authority and the Federal Court of Australia. One scheme effected the transfer of LMI policies issued by GEMI and the other scheme effected the transfer of LMI policies issued by GEMICO.

On or about 24 May 2004, Genworth GEMICO became a wholly owned subsidiary of a newly incorporated and U.S. domiciled entity, Genworth Financial Inc.. Genworth Financial Inc. is a leading Fortune 500 global financial security company. Its products and services help meet the investment, protection, retirement and lifestyle needs of over 15 million customers in more than 25 countries. Genworth Financial Inc., which traces its roots back to 1871, became a public company in 2004 and is headquartered in Richmond, Virginia.

Genworth Financial has its principal lenders mortgage insurance operations in the United States, United Kingdom, Canada and Australia. On 25 November 2005 Genworth GEMICO changed its name to Genworth Financial Mortgage Insurance Pty Limited (ABN 60 106 974 305). As of 30 March 2011 the Financial Strength Ratings for Genworth Financial Mortgage Insurance Pty Limited are AA- by S&P and A1 (under review) by Moody's.

The principal place of business of Genworth Financial Mortgage Insurance Pty Limited is Level 26, 101 Miller Street, North Sydney, New South Wales, Australia.

13.8 QBE Lenders' Mortgage Insurance Limited

QBE Lenders' Mortgage Insurance Limited (ABN 70 000 511 071) is an Australian public company registered in New South Wales and limited by shares. QBE Lenders' Mortgage Insurance Limited's principal activity is lenders' mortgage insurance which it has provided in Australia since 1965 and in New Zealand since 1988.

QBE Lenders' Mortgage Insurance Limited's parent is QBE Holdings (AAP) Pty Ltd, a subsidiary of the ultimate parent company, QBE Insurance Group Limited ("**QBE Group**"). QBE Group is an Australian-based public company listed on the Australian Securities Exchange. QBE Group is recognised as Australia's largest international insurance and

reinsurance company with operations in 49 countries around the world, and is one of the top 25 global general insurers and reinsurers as measured by net written premium.

As of 31 December 2010, the audited financial statements of QBE Lenders' Mortgage Insurance Limited had total assets of A\$1,894 million and shareholder's equity of A\$1,066 million.

The business address of QBE Lenders' Mortgage Insurance Limited is Level 21, 50 Bridge Street, Sydney, New South Wales, Australia, 2000.

14. Taxation considerations

The following is a summary of the material Australian tax consequences under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, "Australian Tax Act") of the purchase, ownership and disposition of the Notes by Note Holders who purchase securities on original issuance at the stated offering price and hold the Notes as capital assets.

This summary represents the basis of Australian law as in effect on the date of this Information Memorandum, which is subject to change, possibly with retroactive effect and should be treated with appropriate caution.

The following summary is not, and is not intended to be, exhaustive and does not deal with the position of all classes of Note Holders (including, dealers in securities, custodians or other third parties who hold Notes on behalf of any Note Holders and holders of Redraw Notes).

None of the Parties accepts any responsibility or makes any representation as to the tax consequences of investing in the Notes.

In particular, an Australian resident in receipt of interest through a permanent establishment outside Australia or a non-Australian resident (other than a non-Australian resident in receipt of interest through a permanent establishment in Australia) who holds Notes may be subject to restrictions on transfer of Notes and other constraints, risk or liabilities.

Such persons into whose possession this Information Memorandum comes are required to inform themselves about, and observe, all such restrictions.

14.1 The Progress 2011-1 Trust

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

14.2 Interest withholding tax

An exemption from Australian interest withholding tax imposed under Division 11A of Part III of the Australian Tax Act is available in respect of the Notes issued by the Trustee under section 128F of the Australian Tax Act if the following conditions are met:

- (a) the Trustee is a company as defined in section 128F(9) (where the only person capable of benefiting under the trust is a company other than a company in the capacity of trustee) and is either a resident of Australia or a non-resident carrying on business at or through a permanent establishment in Australia when it issues those Notes and when interest (as defined in section 128A(1AB) of the Australian Tax Act) is paid. Interest is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts;
- (b) those Notes are issued in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Notes are offered for issue. In summary, the five methods are:
 - (i) offers to 10 or more unrelated financiers or securities dealers;
 - (ii) offers to 100 or more investors;

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- (iii) offers of listed Notes;
 - (iv) offers via publicly available information sources; and
 - (v) offers to a dealer, manager or underwriter who offers to sell those Notes within 30 days by one of the preceding methods;
- (c) the Trustee does not know, or have reasonable grounds to suspect, at the time of issue, that those Notes or interests in the Notes were being, or would later be, acquired, directly or indirectly by an Offshore Associate of the Trustee, other than in the capacity of a dealer, manager or underwriter in relation to the placement of the relevant Notes, or a clearing house, custodian, funds manager or responsible entity of a registered scheme (refer to section 128F(5) of the Australian Tax Act); and
- (d) at the time of the payment of interest, the Trustee does not know, or have reasonable grounds to suspect, that the payee is an Offshore Associate of the Trustee, other than an Offshore Associate who receives the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (refer to section 128F(6) of the Australian Tax Act).

Offshore Associates

Where, as in this case, the Trustee is a trustee of a trust, the entities that are associates of the Trustee for the purposes of section 128F of the Australian Tax Act include:

- any entity that benefits, or is capable of benefiting, under the trust ("**Beneficiary**"), either directly or through any interposed entities; and
- any entity that is an associate of a Beneficiary. An associate of a Beneficiary for these purposes includes an entity which controls or is controlled by the Beneficiary and any trusts under which those entities benefit.

However, for the purposes of sections 128F(5) and (6) of the Australian Tax Act (see paragraphs (c) and (d) above), an "Offshore Associate" means an "associate" of the Trustee (as defined in section 128F(9) of the Australian Tax Act and as summarised above), where the "associate" is either:

- (a) a non-resident of Australia that does not acquire the Notes or an interest in Notes in carrying on a business at or through a permanent establishment of the associate in Australia; or
- (b) a resident of Australia that acquires Notes or an interest in Notes in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country.

Compliance with section 128F of the Australian Tax Act

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

Note Holders in Specified Countries

The Australian Government has signed a number of new or amended double tax conventions ("**Revised Treaties**") with certain countries including the United States of America, the United Kingdom, Norway, Finland, the Republic of France, Japan, the Republic of South Africa, New Zealand and Chile ("**Specified Countries**"). The Revised Treaties, once in force (see below), may apply to interest derived by a resident of a Specified Country in relation to a Note.

The Revised Treaties with the United States of America, the United Kingdom, Norway, Finland, the Republic of France, Japan, the Republic of South Africa and New Zealand effectively prevent withholding tax applying to interest derived by:

- (a) the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; and
- (b) certain unrelated banks, and financial institutions which substantially derive their profits by carrying on a business of raising and providing finance, which are resident in the Specified Country,

by reducing the interest withholding tax rate to zero.

Under the Revised Treaty with Chile, interest withholding tax applying to interest derived by certain unrelated banks and financial institutions which substantially derive their profits by carrying on a business of raising finance, is reduced to the rate of 5%.

Under the Revised Treaties, back-to-back loans and economically equivalent arrangements will not obtain the benefit of the reduction in interest withholding tax and the anti-avoidance provisions in the Tax Act of Australia can apply. Additionally, under the New Treaty for the United States, interest determined by reference to the profits of the Trustee or one of its associated enterprises will not obtain the benefit of reduction in interest withholding tax.

Further, under the New Treaty for Japan, interest derived by the Japan Bank for International Cooperation or the Nippon Export and Investment Insurance will have a nil rate of withholding tax.

With the exception of the Revised Treaty with Chile, all other Revised Treaties are currently in effect. The Revised Treaty with Chile is yet to enter into force.

Payment of additional amounts

Despite the fact that the Notes are intended to be issued in a manner which will satisfy the requirements of section 128F of the Australian Tax Act, if the Trustee is at any time required to withhold taxes on payments of interest on any of the Notes, the Trustee is not obliged to pay any additional amounts in respect of such withholding or deduction.

14.3 Goods and Services Tax

Neither the issue nor receipt of the Notes will give rise to a liability for GST on the part of the Trust (which is treated as an entity for GST purposes) on the basis that the supply of Notes by the Trust will be either an input taxed financial supply or (in the case of an offshore non-resident subscriber) a GST-free supply.

Furthermore, neither the payment of principal or interest by the Trust, nor the redemption or disposal of the Notes, would give rise to any GST liability in Australia.

The supply of some services made to the Trust will be taxable supplies that will give rise to a liability for GST for the relevant service provider.

Where GST is payable by a supplier in relation to a supply made to the Trust:

- (a) in the ordinary course of business, the relevant supplier would either specifically charge the Trust an additional amount on account of GST or negotiate a GST-inclusive fee; and
- (b) where available, the Trust will claim a full input tax credit or a reduced input tax credit (equal to 75% of the GST payable by the supplier on the taxable supplies made to the Trust) from the Australian Taxation Office for its acquisition from the supplier. To the extent that an acquisition relates to GST-free supplies made by the Trust, full input tax credits will be available. However, to the extent that an acquisition by the Trust relates to input taxed financial supplies made by the Trust, the Trust will be restricted in its ability to claim input tax credits. However, a reduced input tax credit may be available if the acquisition falls within a category of "reduced credit acquisitions" prescribed in the A New Tax System (Goods and Services Tax) Regulations 1999.

To the extent that the Trust cannot claim a full input tax credit or reduced input tax credit, the expenses of the Trust will increase and the funds available for distribution by the Trust will be reduced. This may adversely affect Note Holders.

Proposed reforms to financial supply provisions in the GST law

In the 2010-11 Budget, the Australian government announced proposed reforms to the financial supply provisions in the GST law, including in respect of the provisions allowing reduced input tax credits for acquisitions of trustee and responsible entity services. The Australian Government anticipates that legislative changes will take effect from 1 July 2012, and has undertaken public consultation on the proposed reforms. To date, no draft legislation has been released by the Australian government with respect to the proposed reforms. The manner in which these proposals are implemented may have an impact on the input tax credit entitlement of the Trust in relation to certain acquisitions.

14.4 Other tax matters

Under Australian laws as presently in effect:

- (a) *income tax - offshore Note Holders* - assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, payment of principal and interest to a holder of those Notes, who is a non-resident of Australia and who, during the taxable year, does not hold the Notes in the course of carrying on business at or through a permanent establishment in Australia, will not be subject to Australian income taxes; and
- (b) *gains on disposal of Notes - offshore Note Holders* - a holder of the Notes, who is a non-resident of Australia will not be subject to Australian income tax or capital gains tax on gains realised during that year on sale or redemption of the Notes, provided such gains do not have an Australian source, or, where the non-resident is resident in a country with which Australia has concluded a double tax convention, the gain is not derived in the course of carrying on a permanent establishment in Australia. A gain arising on the sale of Notes by a non-Australian resident holder to another non-Australian resident where the Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia would not be regarded as having an Australian source; and

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- (c) *income tax - Australian Note Holders* - Australian residents or non-Australian residents that hold the Notes through a permanent establishment in Australia ("**Australian Holders**"), will be assessable for Australian tax purposes on income either received or accrued due to them. Whether income will be recognised on a cash receipts or accruals basis will depend upon the tax status of the particular Note Holder. Special rules apply to the taxation of Australian residents that hold the Notes in the course of carrying on business through a permanent establishment outside Australia, which may vary depending on the country in which that permanent establishment is located; and
 - (d) *gains on disposal of Notes - Australian Note Holders* - Australian Holders will be required to include any gain or loss on disposal of the Notes in their taxable income. Special rules apply to the taxation of Australian residents who hold the Notes in the course of carrying on business at or through a permanent establishment outside Australia which may vary depending on the country in which that permanent establishment is located; and
 - (e) *death duties* - no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death; and
 - (f) *stamp duty and other taxes* - no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Notes; and
 - (g) *other withholding taxes on payments in respect of Notes* - section 12-140 of the Taxation Administration Act 1953 of Australia ("**Taxation Administration Act**") imposes a type of withholding tax at the rate of (currently) 46.5% on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number ("**TFN**"), (in certain circumstances) an Australian Business Number ("**ABN**") or proof of some other exception (as appropriate). Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, then the requirements of section 12-140 do not apply to payments to a holder of those Notes who is not a resident of Australia and not holding those Notes in the course of carrying on business at or through a permanent establishment in Australia. Payments to other classes of holders of Notes may be subject to a withholding where the holder of those Notes does not quote a TFN, ABN or provide proof of an appropriate exemption (as appropriate); and
 - (h) *ABN withholding tax* - payments in respect of the Notes can be made free and clear of the "ABN withholding tax" imposed under section 12-190 of the Taxation Administration Act; and
 - (i) *debt/equity rules* - Division 974 of the Australian Tax Act contains tests for characterising debt (for all entities) and equity (for companies) for Australian tax purposes, including for the purposes of dividend withholding tax and interest withholding tax. As the Trust is not a company, the "equity test" could not apply to re-characterise the Notes as equity. As such, returns paid on the Notes should be "interest" for the purpose of section 128F of the Australian Tax Act. Accordingly, Division 974 will not affect the Australian tax treatment of holders of Notes.

14.5 Thin capitalisation

The thin capitalisation rules (contained in Division 820 of the Australian Tax Act) deal with Australian resident groups and other Australian resident entities with overseas operations, where the relevant Australian resident entities are deemed to have excessive debt.

Under section 820-39 of the Australian Tax Act certain bona fide securitisation vehicles are exempt from the thin capitalisation rules. An entity will come within the exemption where the following conditions are met:

- (a) the entity is established for the purpose of managing some or all of the economic risk associated with assets, liabilities or investments (whether the entity assumes the risk from another entity or creates the risk itself);
- (b) at least 50% of the entity's assets are funded by debt interests; and
- (c) the entity is an insolvency remote special purpose entity according to the criteria of an internationally recognised rating agency applicable to the entity's circumstances.

The Trust is expected to satisfy the above conditions (and thus be exempt from the thin capitalisation rules).

14.6 Tax Consolidation Rules

The tax consolidation rules establish a system of tax consolidation of wholly owned groups of companies and trusts.

Under the tax consolidation rules, the Trust will not form part of a consolidatable group (and, as such, the consolidation rules will not adversely apply to it or the Trustee). The Trust will not constitute a head company for consolidation purposes (as the Trust is not a company). The Trust will not constitute an Australian subsidiary member, as no entity owns all the beneficial interests in the Trust.

14.7 Non-resident withholding tax

The tax legislation contains certain obligations to withhold an amount in respect of certain payments and non-cash benefits that are made to foreign residents. These rules apply to "payments" as prescribed by regulations.

Regulations introduced to date (covering casino gaming junket arrangements, entertainment and sports activities and construction contracts) will not affect the Trust. This is consistent with the non-resident withholding provisions which provide that the regulations will not apply to interest and other payments which are already subject to the current withholding tax rules.

Furthermore, regulations may only be made where the Minister is satisfied that the payment could reasonably be related to assessable income of foreign residents.

Accordingly, the regulations should not apply to repayments of principal under the Notes as such amounts will generally not be reasonably related to assessable income of foreign residents.

14.8 Taxation of Financial Arrangements

Division 230 of the Australian Tax Act sets out principles and rules for the tax timing and character treatment of gains and losses from "financial arrangements", which are broadly defined to include arrangements under which a taxpayer has "cash settleable" legal or equitable rights or obligations to receive or provide a financial benefit of a monetary nature in the future.

Division 230 sets out six methods of recognising the quantum and timing of the income and expenses arising from a financial arrangement – accruals, realisation, fair value, foreign exchange retranslation, hedging financial arrangements and reliance on financial reports.

The accruals and realisation methods are the default methods of taxation under Division 230. Unless a taxpayer elects to apply the fair value, foreign exchange retranslation, hedging financial arrangements or reliance on financial reports methods, gains and losses arising from financial arrangements will be treated as assessable or deductible on an accruals basis or realisation basis.

Broadly, the accruals tax-timing method will apply where there is a sufficiently certain overall gain or loss or a sufficiently certain particular gain or loss in respect of a financial arrangement. If there is neither a sufficiently certain overall gain or loss nor a sufficiently certain particular gain or loss in respect of a financial transaction, it will be subject to the realisation tax-timing method.

Generally, the rules treat gains as assessable and losses you make in gaining or producing your assessable income as deductible.

The rules effectively remove the capital/revenue distinction for income and expenses from most financial arrangements by placing them on revenue account.

Division 230 applies to all financial arrangements that a taxpayer starts to have during income years commencing on or after 1 July 2010, unless the taxpayer elects to apply Division 230 early to income years commencing on or after 1 July 2009.

The Australian Taxation Office is currently in discussions with industry groups as to the application of the provisions to financial arrangements entered into by securitisation trusts such as the Trust and is expected to release a Position Paper stating its views. To date, various amendments have also been proposed to the provisions.

In any event, the Trustee will remain tax neutral in that the Trustee will not be liable for any Australian income tax on the income of the Trust.

15. Foreign Exchange Controls

15.1 Reserve Bank of Australia Approval

Under Australian foreign exchange controls, which may change in the future, any payments by a person in Australia to, by order of, or on behalf of, the following payees may only be made with Reserve Bank of Australia approval:

- (a) certain individuals and entities associated with the government of the former Federal Republic of Yugoslavia listed in instruments issued under the Australian Banking (Foreign Exchange) Regulations and published on behalf of the Reserve Bank of Australia in the Commonwealth of Australia Gazette on 10 June 2009, 9 July 2008, 10 October 2007, 22 May 2002 and 24 October 2001;
- (b) certain specified ministers and senior officials of the Government of Zimbabwe and certain persons associated with the Mugabe regime in Zimbabwe listed in instruments issued under the Australian Banking (Foreign Exchange) Regulations and published on behalf of the Reserve Bank of Australia in the Commonwealth of Australia Gazette on 24 December 2008, 20 June 2007, 5 April 2006, 30 November 2005 and 11 December 2002;
- (c) certain entities and an individual associated with the Democratic People's Republic of Korea (North Korea) listed in instruments issued under the Australian Banking (Foreign Exchange) Regulations and published on behalf of the Reserve Bank of Australia in the Commonwealth of Australia Gazette No. S176 dated 19 September 2006;
- (d) certain senior members of the Burmese regime and their associates and supporters listed in instruments issued under the Australian Banking (Foreign Exchange) Regulations and published on behalf of the Reserve Bank of Australia in the Commonwealth of Australia Gazette on 22 October 2008 and 24 October 2007; or
- (e) certain Iranian entities and persons who contribute to Iran's proliferation activities but are not already listed by the United Nations Security Council listed in instruments issued under the Australian Banking (Foreign Exchange) Regulations and published on behalf of the Reserve Bank of Australia in the Commonwealth of Australia Gazette on 15 October 2008.

15.2 Australian Ministerial Approval

Additionally, under Part 4 of the Australian Charter of the United Nations Act 1945 and the Australian Charter of United Nations (Dealings with Assets) Regulations 2008 the approval of the Australian Minister for Foreign Affairs, or the Minister's delegate, is required with respect to certain payments and actions in relation to an asset proscribed or listed under, or which is owned or controlled directly or indirectly by a person or entity proscribed or listed under those Regulations or is an asset derived or generated from such assets (proscribed persons presently include, amongst others, the Taliban, Usama bin Laden, a member of the Al-Qaida organisation and other persons and entities connected with them). The Australian Department for Foreign Affairs and Trade maintains a consolidated list of all such proscribed and listed persons and entities, which is publicly available on its website. The identity of such proscribed persons or entities under those regulations may change in the future.

Under Part 4 of the Australian Charter of the United Nations Act 1945 and the Australian Charter of United Nations (Sanctions -Iraq) Regulations 2008, the approval of the Minister for Foreign Affairs, or the Minister's delegate, is required with respect to certain payments and

actions in relation to certain Iraqi assets, assets acquired by certain Iraqis and assets derived or generated from such assets.

Under Part 4 of the Australian Charter of the United Nations Act 1945 and the Australian Charter of the United Nations (Sanctions-Liberia) Regulations 2008 the assets owned or controlled by certain persons or entities listed by the Security Council Committee, as established pursuant to United Nations Security Council Resolution 1521 (2003), are frozen. Under the Australian Charter of the United Nations (Sanctions - Liberia) Regulations 2008, it is an offence to engage in dealings with or to facilitate dealings with such frozen assets or to give any asset to such listed persons or entities.

16. Subscription and Sale

16.1 Australia

Each of the Joint Lead Managers will represent and agree that:

- (a) the Information Memorandum has not and no prospectus or other disclosure document in relation to the Notes has been lodged with or registered by ASIC;
- (b) it has not offered for subscription or purchase or issued invitations to subscribe for or buy nor has it sold the Notes, and will not offer for subscription or purchase or issue invitations to subscribe for or buy nor will it sell the Notes, and it has not distributed and will not distribute any draft, preliminary or definitive offering memorandum, advertisement or other offering material relating to the Notes in the Commonwealth of Australia, its territories or possessions, unless:
 - (i) the minimum aggregate consideration payable by each offeree is a minimum amount of A\$500,000 (calculated in accordance with section 708(9) of the Corporations Act and Regulation 7.1.18 of the Corporations Regulations 2001(Cth)) or the offer, invitation or issue is otherwise an offer, invitation or issue for which no disclosure is required pursuant to Part 6D.2 of the Corporations Act;
 - (ii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act; and
 - (iii) the offer, invitation or distribution complies with all applicable laws, regulations and directives and does not require any document to be lodged with ASIC.

16.2 General

Each of the Joint Lead Managers severally (and not jointly) represents, warrants and agrees that it has not and will not authorise any other person to, directly or indirectly, offer, sell, resell, reoffer or deliver Notes or distribute the Information Memorandum (in preliminary or final form) or any circular, advertisement or other offering material in relation to the Notes (or take any action, or omit to take any action, that could result in it directly or indirectly, offering, selling, reselling, reoffering, delivering or distributing as aforesaid) in or from any country or jurisdiction except under circumstances that will result in compliance by it with all applicable laws and regulations thereof, and all offers and sales of Notes by it will be made on the same terms in all cases at its own expense.

17. Transaction Documents

From the date hereof and for so long as the Notes are outstanding, copies of the following documents will be available for inspection during usual business hours on any weekday (Saturdays, Sundays and public holidays in Sydney excepted) at the office of the Trust Manager and at such other office as may be reasonably requested by a Note Holder and agreed by the Trust Manager:

- (a) Master Trust Deed Pro Trusts dated 24 June 1997 between Perpetual Trustee Company Limited and the Trust Manager, as amended from time to time ("**Master Trust Deed**");
- (b) Progress 2011-1 Trust Series Notice dated 23 May 2011 between the Trustee, the Trust Manager, the Originator, the Custodian, the Servicer, the Disposing Trustee, the Seller and the Security Trustee ("**Series Notice**");
- (c) Progress Trusts Master Security Trust Deed dated 1 October 1997 between Perpetual Trustee Company Limited, P.T. Limited and the Trust Manager, as amended from time to time ("**Master Security Trust Deed**");
- (d) Progress 2011-1 Trust Redraw Facility Agreement dated 23 May 2011 between the Trustee, the Trust Manager and the Redraw Facility Provider ("**Redraw Facility Agreement**");
- (e) Progress 2011-1 Trust Dealer Agreement dated 23 May 2011 between the Trustee, Trust Manager, the Originator and the Joint Lead Managers ("**Dealer Agreement**");
- (f) Progress 2011-1 Trust Deed of Charge dated 19 May 2011 between the Trustee, the Trust Manager and the Security Trustee ("**Deed of Charge**");
- (g) the ISDA Master Agreement and the Schedule forming part of it, dated 23 May 2011 between the Trustee, the Trust Manager and the Interest Rate Swap Providers ("**Interest Rate Swap Agreement**");
- (h) Pro Trusts Master Definition Schedule dated 24 June 1997 between the Trustee, the Trust Manager, P.T. Limited and the Originator, as amended from time to time ("**Definitions Schedule**");
- (i) Deed of Release (Warehouse Trust) dated 23 May 2011 between Perpetual Trustee Company Limited (as trustee of the Progress Warehouse Trust No. 2) and the Security Trustee ("**Warehouse Deed of Release**");
- (j) Deed of Release (Term Trust) dated 23 May 2011 between Perpetual Trustee Company Limited (as trustee of the Term Trust) and the Security Trustee ("**Term Deed of Release**");
- (k) Notice of Creation of Trust dated 19 May 2011 signed by the Trustee ("**Notice of Creation of Trust**");
- (l) the monthly reports prepared by the Trust Manager in accordance with the Transaction Documents in relation to the Mortgage Loans; and
- (m) the most recent audited annual consolidated financial statements of the Originator.

18. Glossary of Terms

A\$, \$ and Australian dollars means the lawful currency for the time being of Australia or any other currency specified in the Series Notice.

Accrued Interest Adjustment means, with respect to a Mortgage Loan, the amount of interest accrued and unpaid on that Mortgage Loan as at the close of business on the day immediately prior to the Closing Date in respect of the transfer of that Mortgage Loan.

Acknowledgment means an acknowledgment in respect of Notes issued under the Master Trust Deed and the Series Notice which must be in a form agreed between the Trust Manager and the Trustee.

Adverse Rating Effect means an effect which either causes or contributes to a downgrading of the rating given to any Notes by either of the Designated Rating Agencies.

Aggregate Invested Amount means, on any day in relation to any Notes, the aggregate of the Invested Amount of such Notes on that day.

Aggregate Stated Amount means, on any day in relation to any Notes, the aggregate of the Stated Amount of such Notes on that day.

AMP Collection Account means an account with the Originator in the name of the Trustee opened and maintained by the Trustee in accordance with the Master Trust Deed and the Series Notice.

AMP Group has the meaning given to it in Section 11.1.

Arrangers has the meaning given to it in Section 1.1.

Assets of the Trust include, in relation to the Trust, the right, title and interest of the Trustee as trustee of the Trust in the following:

- (a) any Mortgage Loans and Related Securities held by the Trustee;
- (b) cash on hand or at a Bank representing cleared or immediately available funds;
- (c) Authorised Investments or any other investments;
- (d) amounts owing to the Trustee by Debtors;
- (e) or amounts in the nature of income, accrued from investments referable to the Trust to the extent not included in the preceding paragraphs of this definition;
- (f) any prepayment of expenditure;
- (g) any asset acquired by the Trustee and specified in the Series Notice for that Trust;
- (h) the benefit of all representations, warranties, undertakings, covenants, indemnities and promises made by any party in favour of the Trustee under the Transaction Documents;
- (i) other property as agreed in writing between the Trust Manager and the Trustee; and
- (j) income, or amounts in the nature of income, accrued from investments or other assets referable to the Trust to the extent not included in the preceding paragraphs of this definition.

Auditor means the auditor appointed by the Trustee (on recommendation by the Trust Manager) to audit the accounts of the Trust, as required by the Corporations Act.

Australian Securities Exchange means ASX Limited ABN 98 008 624 691.

Australian Tax Act has the meaning given to it in Section 14.

Authorised Investments means, in respect of the Trust:

- (a) cash held by a Bank having the Required Credit Rating;
- (b) bonds, debentures, stock, treasury bills, notes or other securities issued by the Commonwealth of Australia or any State or Territory government or instrumentality of any of them or any statutory corporation which have a long term rating of AAA, AAA sf, Aaa or Aaa (sf) (as the case may be) by each Designated Rating Agency;
- (c) debentures or stock of any Commonwealth, State or Territory public statutory authority where the repayment of principal and the payment of interest is guaranteed by the Commonwealth of Australia or any State or Territory government having the Required Rating; and
- (d) deposits with, or acquisition of certificates of deposit or debt securities issued by, or bills of exchange, promissory notes or other negotiable instruments accepted, drawn or endorsed by, an Eligible Bank or other financial institution which have:
 - (i) a short-term rating of at least P-1 (in the case of Moody's);
 - (ii) a short-term rating of at least A-1+ (in the case of S&P); and
 - (iii) a maturity of 60 days or less,and which, in each case, satisfy the following conditions:
- (e) each proposed investment must mature by the earlier of the following dates:
 - (i) the Payment Date following the date on which it was acquired; or
 - (ii) such other date as the Trustee and the Trust Manager may determine to be necessary to enable the Trustee to have sufficient cash to meet any Expenses of the Trust which may be payable prior to that Payment Date;
- (f) all Authorised Investments must be denominated in Australian Dollars and held in Australia; and
- (g) all Authorised Investments must be held in the name of the Trustee or in the name of such other person or persons as approved by the Trustee from time to time and notified to the Designated Rating Agencies,

but excluding any debt security which constitutes a securitisation exposure or a resecuritisation exposure (as defined in Prudential Standard APS 120 issued by the Australian Prudential Regulation Authority, including any amendment or replacement of that Prudential Standard).

Authorised Officer means, in respect of a company, each director and secretary of that company and any other person appointed by the company to act as an authorised officer for the purposes of the Transaction Documents and notified to the other parties and, in the case of the Trustee or the Security Trustee (as the case may be), also includes any officer of the Trustee or

the Security Trustee (as the case may be) who has the word "manager" or "head of" or "counsel" in his or her title.

Available Income has the meaning given to it in Section 6.3.

Available Principal has the meaning given to it in Section 6.3.

AXA APH means AXA Asia Pacific Holdings Limited ABN 78 069 123 011.

Bank has the meaning given to the expression "Australian bank" in the Corporations Act.

Bank Bill Rate means, in respect of any Coupon Period, the rate expressed as a percentage per annum calculated on the first day of that Coupon Period (the "**Reset Date**") as follows:

- (a) the average mid rate, for Australian Dollar bills of exchange having a tenor equal to that Coupon Period, which appears on the Reuters Screen BBSW Page at approximately 10.10 a.m., Sydney time, on the Reset Date. If such rate does not appear on the Reuters Screen BBSW Page by 10.30 am, Sydney time, on the Reset Date, then the rate for that Reset Date will be the arithmetic mean of the mid of the bid and ask rates quoted by five of the Reference Banks to the Trust Manager. The quotations will be for the rates which the Reference Banks quoted or would have quoted at approximately 10.00 a.m., Sydney time, on the Reset Date for Australian Dollar bills of exchange having a tenor equal to that Coupon Period and of the type specified for the purpose of quoting on the Reuters Screen BBSW page; or
- (b) if in respect of a Reset Date the rate for that Reset Date cannot be determined in accordance with paragraph (a) then the rate for that Reset Date will be the rate determined by the Trust Manager having regard to comparable indices then available. The rate calculated or determined by the Trust Manager will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001%),

provided that, in respect of the first Coupon Period the Bank Bill Rate for that Coupon Period will be calculated in accordance with paragraph (a), or if applicable, paragraph (b) above by reference to the linear interpolation between the rate available for Australian Dollar bills of exchange having a tenor equal to one month and the rate available for Australian Dollar bills of exchange having a tenor equal to two months.

Basis Swap means the basis swap transaction entered into pursuant to the Interest Rate Swap Agreement and which is described in Section 10.4.

Basis Swap Provider has the meaning given to it in Section 1.1 or such other financial institution specified as the "Basis Swap Provider" from time to time under the Interest Rate Swap Agreement.

Borrowings means, in respect of a Trust, any amount borrowed or raised by the Trustee in its capacity as trustee of the Trust. **Borrow** has an equivalent meaning.

Business Day means a day (excluding Saturday, Sunday and any public holiday) on which commercial banks are open for business in Sydney and Melbourne.

Call Option means the Trustee's option to redeem Notes on each Call Option Date, as described in Section 1.2.

Call Option Date has the meaning given to it in Section 1.2.

Carryover Charge-Off means, on any Determination Date, the amount equal to:

$$A + B - C$$

where

A = the amount (if any) of the Carryover Charge-Offs on the previous Determination Date;

B = the amount (if any) of the Charge-Offs on the current Determination Date; and

C = the amount (if any) of Excess Available Income available to be applied on the next occurring Payment Date under Section 6.3 towards Carryover Charge-Offs.

Cash Collateral means, on any day, the amount of cash collateral (if any) paid to the Trustee by a Support Facility Provider that has not been applied before that day to satisfy that person's obligations under the Support Facility.

Cashflow Allocation Methodology means the cashflow allocation methodology described in Section 6.3.

Charge has the meaning given to it in Section 8.1.

Charge-Offs has the meaning given to it in Section 6.3.

Class A Note Allocated Principal means, at any time in relation to any Total Available Principal, the proportion of that Total Available Principal equal to the then aggregate Invested Amount of the Class A1 Notes and Class A2 Notes divided by the then aggregate Invested Amount of all Notes.

Class A1 Note Holder means the Note Holder of a Class A1 Note.

Class A1 Notes means Notes designated and issued as Class A1 Notes on the terms and conditions contained in the Series Notice.

Class A2 Note Holder means the Note Holder of a Class A2 Note.

Class A2 Notes means Notes designated and issued as Class A2 Notes on the terms and conditions contained in the Series Notice.

Class AB Note Allocated Principal means, at any time in respect of any Total Available Principal, the proportion of that Total Available Principal equal to the then aggregate Invested Amount of the Class AB Notes divided by the then aggregate Invested Amount of all Notes.

Class AB Note Holder means the Note Holder of a Class AB Note.

Class AB Notes means Notes designated and issued as Class AB Notes on the terms and conditions contained in the Series Notice.

Class B Note Allocated Principal means, at any time in relation to any Total Available Principal, that Total Available Principal less the sum of:

- (a) the Class A Allocated Principal for that Total Available Principal; and
- (b) the Class AB Allocated Principal for that Total Available Principal.

Class B1 Note Holder means the Note Holder of a Class B1 Note.

Class B1 Notes means Notes designated and issued as Class B1 Notes on the terms and conditions contained in the Series Notice.

Class B2 Note Holder means the Note Holder of a Class B2 Note.

Class B2 Notes means Notes designated and issued as Class B2 Notes on the terms and conditions contained in the Series Notice.

Cleared Funds means immediately available funds, so that if they are paid to a recipient:

- (a) no further confirmation is required to vest the money in the recipient; and
- (b) the property of the recipient in the funds cannot be revoked by any person; and
- (c) no further action or lapse of time is required to enable the recipient to pay those funds away.

Closing Date means the date specified in Section 1.2.

Collateral Account means any collateral account established under a Transaction Document.

Collection Account has the meaning given to it in Section 1.9.

Collection Period means the period from (and including) the first day of a month up to (and including) the last day of that month provided that the first Collection Period will commence (and include) the Closing Date and end on (and include) the last day of the month immediately preceding the month during which the first Payment Date occurs.

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

Collections Event means the happening of any of the following events:

- (a) the aggregate of:
 - (i) the balance of the AMP Collection Account; and
 - (ii) the aggregate of all Collections held by the Servicer exceeds the Collections Limit; or
- (b) the Servicer or the Originator ceases to have the Required Rating.

Collections Limit means, in respect of a Collection Period, the aggregate of the following as calculated by the Trust Manager on a Determination Date occurring during that Collection Period:

- (a) 20% of the aggregate Invested Amount of all Notes on that Determination Date; less
- (b) the then current market value (as determined by the Trust Manager) of Authorised Investments which are with, or issued by, a Bank having a rating which is not greater than the Required Rating; less

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- (c) any net payment due to be received by the Trustee under the Fixed Swap and the Basis Swap on the Payment Date immediately following that Determination Date.

Competent Authority means a court, tribunal, authority, ombudsman or other entity whose decisions, findings, orders, judgments or determinations (howsoever reached) are binding on the Originator, the Trustee, the Security Trustee or the Servicer.

Consumer Credit Code means each of:

- (b) the UCCC;
- (c) the National Consumer Credit Protection Act 2009 (Cth);
- (d) the National Consumer Credit Protection (Fees) Act 2009 (Cth);
- (e) the National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009 (Cth);
- (f) any acts or other legislation enacted in connection with any of the acts set out in paragraphs (a) to (d) (inclusive) and any regulations made under any of the acts set out in paragraphs (a) to (d) (inclusive); and
- (g) Division 2 of Part 2 of the Australian Securities and Investments Commission Act 2001, so far as it relates to the obligations of any of the Manager, the Servicer, the Originator or the Trustee in respect of an Australian Credit Licence issued under the National Consumer Credit Protection (Transitional and Consequential Provisions) Act.

Corporations Act means the Corporations Act 2001 (Cth).

Coupon means, in respect of a class of Notes and a Coupon Period, the aggregate amount of interest accrued on the relevant class of Notes in respect of a Coupon Period.

Coupon Period has the meaning given to it in Section 1.3.

Coupon Rate has the meaning given to it in Section 1.3.

CRD2 Rules has the meaning given in the "Important Notice Section".

Custodian has the meaning given to it in Section 1.1 or such other person specified as the Custodian from time to time.

Custodian Transfer Event means:

- (a) the occurrence of an Insolvency Event in respect of the Custodian; or
- (b) the auditor of the Trust provides a document custody audit report which has a finding of "adverse" and on the instruction of the Trustee the auditor conducts a further document custody audit report within 2 - 4 months which also has a finding of "adverse"; or
- (c) the occurrence of a Title Perfection Event.

Cut-Off Date means the date specified in Section 1.2, being the date on which the initial Mortgage Loans and Related Securities are selected for transfer to the Trust, with the actual transfer occurring on the Closing Date.

Dealer Agreement has the meaning given to it in Section 17.

Debtor means, in relation to a Mortgage Loan the person who is obliged to make payments with respect to that Mortgage Loan, whether as a principal or secondary obligation (and in respect of a Mortgage Loan means the person who is the account debtor under that Mortgage Loan), and includes, where the context requires, any other person obligated to make payments with respect to that Mortgage Loan (including any mortgagor or guarantor).

Deed of Charge has the meaning given to it in Section 17.

Deed of Release means the Warehouse Deed of Release or the Term Deed of Release.

Definitions Schedule has the meaning given to it in Section 17.

Delinquent means a Mortgage Loan in respect of which the Outstanding Balance of that Mortgage Loan exceeds the Scheduled Outstanding Balance of that Mortgage Loan by more than the current total required monthly payment as calculated by the Servicer.

Designated Rating Agency has the meaning given to it in Section 1.1.

Determination Date has the meaning given to it in Section 1.2.

Disposing Charge means the Term Charge or the Warehouse Charge.

Disposing Trustee means the Term Trustee or the Warehouse Trustee.

Disposing Trust means the Term Trust or the Warehouse Trust.

Disposing Trust Principal Collections means the Term Trust Principal Collections or the Warehouse Trust Principal Collections.

Disposing Trust Series Notice means:

- (a) the Term Trust Series Notice; or
- (b) the Warehouse Trust Series Notice.

Eligibility Criteria means the criteria set out in Section 4.3.

Eligible Bank means a Bank which has:

a short-term rating of P-1 (in the case of Moody's); and

in the case of S&P, either:

- (i) a short-term rating of A-2; or
- (ii) a long-term rating of BBB+.

Eligible Bank Collection Account means an account with an Eligible Bank in the name of the Trustee.

Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or

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- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
 - (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.

Enforcement Expenses means all expenses paid by the Servicer and/or the Trustee in connection with the enforcement of any Mortgage Loan or any Related Security in respect of the Trust.

Event of Default has the meaning given to it in Section 8.3.

Excess Available Income has the meaning given to it in Section 6.3.

Excess Draw has the meaning given to it in section 6.3(u).

Excess Payment Shortfall means, on a Determination Date, the amount by which the Available Income is insufficient to meet the Excess Required Payments in relation to that Determination Date.

Excess Required Payments means the aggregate of payments in paragraphs (i) to (xv) inclusive of section 6.3(i) calculated by the Trust Manager on each Determination Date under section 6.3(i).

Excess Reserve means the reserve forming part of the Collection Account referred to in section 6.3(t).

Excess Reserve Target Balance means:

- (a) \$2,820,000; or
- (b) such other amount notified by the Trust Manager to the Trustee, AMP Bank and each Designated Rating Agency and in respect of which the Trust Manager has confirmed that such amount will not have an Adverse Rating Effect.

Excess Shortfall occurs if on any Determination Date if the Payment Shortfall exceeds the Excess Draw available for distribution in accordance with section 6.3(f) on the immediately following Payment Date.

Expenses of the Trust means all expenses reasonably and properly incurred by the Trustee or the Trust Manager in connection with the Trust and any other amounts for which Trustee is entitled to be reimbursed or indemnified out of the Trust.

External Valuer means an entity that is independent from the Fixed Swap Provider and that is able to enter into the type of obligation or asset which the External Valuer is to Value under the Interest Rate Swap Agreement.

Extraordinary Resolution means a resolution which is passed by 75% of votes cast by the persons present and entitled to vote at a meeting.

Final Maturity Date has the meaning given to it in Section 1.2.

Finance Charge Collections has the meaning given to it in Section 6.3.

Fixed Interest Rate Term Loan means a Mortgage Loan in respect of which the Originator or the Servicer cannot vary the interest rate charged to the Debtor for a specified period of time.

Fixed Swap means the fixed swap transaction entered into pursuant to the Interest Rate Swap Agreement and which is described in Section 10.3.

Fixed Swap Provider has the meaning given to it in Section 1.1 or such other financial institution specified as the "Fixed Swap Provider" from time to time under the Interest Rate Swap Agreement.

FLA Mortgage Loan means a Mortgage Loan which is known as a flexible loan account or other line of credit product and the terms and conditions for which the Trust Manager has determined will not have an Adverse Rating Effect.

General Mortgage Insurance Policy means a general mortgage insurance policy issued by a Mortgage Insurer in respect of Mortgage Loans.

Governmental Agency means any government, whether federal, state, territorial or local, and any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organ thereof, whether statutory or otherwise.

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Income Reserve means the reserve forming part of the Collection Account described in Section 6.3.

Income Reserve Target Balance means \$150,000 or such other amount notified by the Trust Manager to AMP Bank Limited and each Designated Rating Agency and in respect of which the Trust Manager has confirmed that such amount will not have an Adverse Rating Effect.

Initial Invested Amount means:

- (a) for each Class A1 Note, the amount of \$10,000;
- (b) for each Class A2 Note, the amount of \$10,000;
- (c) for each Class AB Note, the amount of \$10,000;
- (d) for each Class B1 Note, the amount of \$10,000;
- (e) for each Class B2 Note, the amount of \$10,000; and
- (f) for each Redraw Note, such amount as may be determined by the Trust Manager pursuant to the Series Notice.

Initial Liquidity Deposit means an amount equal to 1.0% of the aggregate of the Initial Principal Amount of all Notes on the Issue Date.

Insolvency Event means the happening of any of these events:

- (a) an application (other than a frivolous or vexatious application or an application which is stayed within 15 Business Days) is made to a court or an order is made that the relevant body corporate be wound up, other than for the purposes of a solvent reconstruction or amalgamation;
- (b) an application is made to a court or an order appointing a liquidator or provisional liquidator in respect of the relevant body corporate, or one of them is appointed,

whether or not under an order, other than for the purposes of a solvent reconstruction or amalgamation;

- (c) a receiver, receiver and manager, liquidator, trustee or similar officer is appointed in respect of any part of the property of the relevant body corporate and such appointment is not remedied within 15 Business Days, other than for the purposes of a solvent reconstruction or amalgamation;
- (d) an administrator is appointed to the relevant body corporate;
- (e) the relevant body corporate commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors;
- (f) the relevant body corporate is or states that it is unable to pay its debts as and when they fall due or is deemed unable to pay its debts under any applicable legislation (other than as a result of the failure to pay a debt or claim which is the subject of a good faith dispute); or
- (g) anything analogous or having a substantially similar effect to any of the events specified above happens under the laws of any applicable jurisdiction.

Insurance Policy means, in respect of a Mortgage Loan, any policy of insurance in force in respect of a Mortgage Loan or its Related Security, including:

- (a) general insurance; and
- (b) Mortgage Insurance Policies, finance charge losses and any Enforcement Expenses and which are:
 - (i) acceptable to the Trustee, the Trust Manager and each Designated Rating Agency; and
 - (ii) provided by a Mortgage Insurer.

Interest Rate Swap means each of the Basis Swap and the Fixed Swap.

Interest Rate Swap Agreement has the meaning given to it in Section 17.

Interest Rate Swap Providers means the Basis Swap Provider and the Fixed Swap Provider.

Invested Amount means, on any date and in respect of a Note, an amount equal to the Initial Invested Amount of that Note less the aggregate of principal payments made on or before that date in relation to that Note.

Joint Lead Managers has the meaning given to it in Section 1.1.

Land means:

- (a) land (including tenements and hereditaments corporeal and incorporeal and every estate and interest in it whether vested or contingent, freehold or Crown leasehold, the terms of which leases is expressed to expire not earlier than 5 years after the maturity of the relevant Mortgage, and whether at law or in equity) whether situated and including any fixtures to land; and
- (b) any parcel and any lot, common property and land comprising a parcel within the meaning of the Strata Title Act 1973 (New South Wales) or the Community Land

Development Act 1989 (New South Wales) or any equivalent legislation in any other Australian jurisdiction.

Liquidity Reserve Account means an account with an Eligible Bank opened in the name of the Trustee and styled "Progress 2011-1 Trust Liquidity Reserve Account".

Liquidity Shortfall has the meaning given to it in Section 6.3.

Loan Agreement means, the documents which evidence the obligation of a Debtor to repay a Mortgage Loan and to comply with the other terms of that Mortgage Loan. Such documents include any agreement, the relevant Mortgage, the relevant letter of offer (countersigned or accepted in writing by the Debtor) as such may be amended or replaced from time to time and including, if applicable, any loan booklet in relation to the above Mortgage Loan, being a booklet issued by the Originator which sets out certain standard terms and conditions.

LoDoc Receivable is described in Section 2.27.

Losses means, for a Collection Period, the aggregate principal losses (as determined by the Trust Manager) for all Mortgage Loans which arise during that Collection Period after all enforcement action has been taken in respect of any Mortgage Loan and its Related Security and after taking into account:

- (a) all proceeds received as a consequence of enforcement under any Mortgage Loans (less the relevant Enforcement Expenses);
- (b) proceeds of any claims under a Mortgage Insurance Policy; and
- (c) any payments received from the Trust Manager, the Servicer or any other person for a breach of its obligations under the Transaction Documents.

LVR means, on any day, in relation to a Mortgage Loan an amount expressed as a percentage per annum equal to A/B where:

A = the Outstanding Balance plus any amount which is available to be redrawn; and

B = the most recent value of the property (as determined in accordance with the Servicer's current credit policy) the subject of the Related Security.

Where a Mortgage Loan is secured by a first ranking mortgage and a second ranking mortgage the value of the property securing the second ranking mortgage will not be given any credit for the above calculation to the extent it is secured by a first ranking mortgage which is not held by the Trustee.

Managers has the meaning given to it in Section 1.1.

Margin has the meaning given to it in Section 1.3.

Master Security Trust Deed has the meaning given to it in Section 17.

Master Trust Deed has the meaning given to it in Section 17.

Material Adverse Effect means an event which (as determined by the Trust Manager or the Trustee, as the context requires, or by the Trust Manager in any other case) will materially and adversely affect the amount of any payment to a Note Holder or the timing of any such payment.

Modified Following Business Day Convention means that, if a date would otherwise fall on a day that is not a Business Day, that date will be the first following day that is a Business Day

unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

Moody's means Moody's Investors Service Pty Ltd ABN 61 003 399 657.

Moody's Rating Period means any period during which any of the Notes are outstanding and those Notes are assigned a credit rating from Moody's.

Mortgage means, in relation to a Mortgage Loan, each registered mortgage over Land acquired for residential purposes and the improvements on it situated in any State or Territory of Australia, or over any other asset, securing, among other things, payment of interest and the repayment of principal and all other moneys in respect of the Mortgage Loan.

Mortgage Insurance Policy means each of:

- (a) the Primary Mortgage Insurance Policies; and
- (b) the Pool Insurance Policy.

Mortgage Insurer has the meaning given to it in Section 1.1.

Mortgage Loan means a loan secured by a Mortgage over Land whether or not it is also secured over other assets, which is or is to become an asset of the Trust and includes Collections thereon and proceeds therefrom and from the related Property, and all Related Securities and other ancillary rights relating to the loan.

National Credit Code means the National Credit Code which comprises Schedule 1 to the National Consumer Credit Protection Act 2009.

Non-Collection Fee means, in respect of a Collection Period, an amount equal to the aggregate amount of the Prepayment Costs that the Servicer is or was entitled to charge in respect of Purchased Receivables which are not Delinquent for the Collection Period but has not charged.

Non-Performing Mortgage Loan means a Mortgage Loan in respect of which the Debtor is not performing its obligations at that time in accordance with the terms of the Loan Agreement (including, without limitation, where the Debtor is in arrears under that Loan Agreement for a period exceeding 90 days).

Note has the meaning given to it in Section 1.2.

Note Holder means the person from time to time registered in the Register of Note Holders of the Trust as the holder of a Note and includes persons jointly registered.

Notice of Creation of Trust has the meaning given to it in Section 17.

Originator has the meaning set out in Section 1.1.

Other Income means, on a Determination Date, the interest and any other miscellaneous income received by the Trustee on Authorised Investments during the immediately preceding Collection Period.

Outstanding Balance means, in respect of a Mortgage Loan, the outstanding principal amount of that Mortgage Loan.

For clarification, the Outstanding Balance:

- (a) includes interest and fees which have been capitalised under the Mortgage Loan; and

-
- (b) in respect of a Mortgage Loan in respect of which the Debtor is in default of its obligations thereunder, shall not be reduced until a claim under a Mortgage Insurance Policy (if any) for that Mortgage Loan has been paid or rejected by the relevant Mortgage Insurer.

Parties means the parties set out in Section 1.1.

Payment Date has the meaning given to it in Section 1.2.

Payment Shortfall has the meaning given to it in Section 6.3.

Performing Mortgage Loan means a Mortgage Loan which is not a Non- Performing Mortgage Loan.

Permitted Originators has the meaning given to it in Section 1.1.

Pool Insurance Policy means a pool mortgage insurance policy issued by a Mortgage Insurer in respect of Mortgage Loans.

Powers of Attorney means irrevocable powers of attorney (in a form satisfactory to the Trustee) which are given by the Originator in favour of the Trustee.

Prepayment Benefit means those amounts which are credited to a Debtor's account during a Collection Period in accordance with the relevant Loan Agreement as a result of the Debtor prepaying any amount in respect of a Mortgage Loan which is subject to a fixed rate of interest (other than a Mortgage Loan which has a concessionary rate of interest for a period not exceeding 12 months).

Prepayment Cost means those amounts which are debited to a Debtor's account during a Collection Period in accordance with the relevant Loan Agreement as a result of the Debtor prepaying any amount in respect of a Mortgage Loan which is subject to a fixed rate of interest (other than a Mortgage Loan which has a concessionary rate of interest for a period not exceeding 12 months).

Prescribed Rating Period means (where the Designated Rating Agency is Moody's) as soon as reasonably practicable of the relevant Interest Rate Swap Provider ceasing to have:

- (a) a Moody's short-term rating of P-1 or above by Moody's and a rating of A2 or above by Moody's if its long-term, unsecured and unsubordinated debt or counterparty obligations are rated; or
- (b) is not the subject of a Moody's short-term rating, a rating of A1 or above by Moody's if its long-term, unsecured and unsubordinated debt or counterparty obligations are rated.,

or, in each case, such greater period which the Trust Manager has notified each Designated Rating Agency and the Trust Manager has determined will not result in an Adverse Rating Effect.

Prescribed Ratings means:

- (a) a short term credit rating of A-1 by S&P and a long term credit rating of A+ by S&P; and
- (b) if the entity:
- (i) is the subject of a Moody's short-term rating, a rating of P-1 or above by Moody's and a rating of A2 or above by Moody's if its long-term,

unsecured and unsubordinated debt or counterparty obligations are rated;
or

- (ii) is not the subject of a Moody's short-term rating, a rating of A1 or above by Moody's if its long-term, unsecured and unsubordinated debt or counterparty obligations are rated.

Primary Mortgage Insurance Policy means a primary mortgage insurance policy issued by a Mortgage Insurer in respect of Mortgage Loans.

Principal Collections has the meaning given to it in Section 6.3.

Principal Draw means the amount calculated in accordance with Section 6.3.

Privacy Act means the Privacy Act 1988 (Cth).

Property means, in respect of a Mortgage Loan, each parcel of land or interest in land affected by a Mortgage which is security for that Mortgage Loan.

Purchase Price has, in relation to specific Mortgage Loans, the meaning given to it in the relevant Receivables Transfer Direction.

Purchase Price Adjustment means in respect of a purchased Mortgage Loan the amount of the relevant Disposing Trust Principal Collections or Seller Principal Collections, as applicable, in respect of that purchased Mortgage Loan for the period from (but excluding) the Cut-Off Date up to (but excluding) the Closing Date.

QBE means QBE Lenders' Mortgage Insurance Limited (ABN 70 000 511 071).

Receivables Transfer Direction means a direction by the Trust Manager to the Trustee materially in the form of Schedule 6 to the Master Trust Deed or in such other form as may from time to time be agreed between the Trustee and the Trust Manager. **Receiver** means, in respect of the Trust, a person or persons appointed under or by virtue of the Master Security Trust Deed as receiver or receiver and manager.

Redraw has the meaning given to it in Section 9.3(a).

Redraw Drawing means a drawing under the Redraw Facility.

Redraw Facility means the facility provided under the Redraw Facility Agreement.

Redraw Facility Agreement has the meaning given to it in Section 17.

Redraw Facility Provider means AMP Bank Limited.

Redraw Limit means, at any time, the lessor of:

- (a) an amount equal to 0.50% of the aggregate of the Invested Amount of the Notes;
and
- (b) the amount (if any) to which the Redraw Limit has been reduced to at that time in accordance with the Redraw Facility Agreement.

Redraw Note means a Note issued pursuant to the requirements for Redraw Notes in the Series Notice.

Redraw Principal Outstanding means at any given time the then aggregate of all Redraw Drawings actually made less the aggregate amount of any payments previously made to the Redraw Facility Provider on account of principal.

Redraw Shortfall in relation to a Determination Date means the amount (if any) by which the Total Available Principal (excluding amounts referred to in section 6.3(m)(ii) and any proceeds from the issue or proposed issue of Redraw Notes) for the Collection Period just ended is insufficient to meet in full the aggregate of:

- (a) Redraws funded from Principal Collections during that Collection Period pursuant to section 6.3(c)(ii); and
- (b) any Redraw funded by the Originator during that Collection Period which are due to be repaid or reimbursed to the Originator pursuant to section 6.3(n)(i) on the immediately following Payment Date.

Redraw Stated Principal means, on a Determination Date, the greater of:

- (a) zero; and
- (b) the amount determined as a result of the following calculation:
 - (i) the Redraw Principal Outstanding; less
 - (ii) the amount of any Charge-Offs to be allocated to the Redraw Principal Outstanding under section 6.3(p)(iv) on the immediately following Payment Date; less
 - (iii) the amount of any Charge-Offs allocated to the Redraw Principal Outstanding under section 6.3(p)(iv) on previous Payment Dates which have not been reimbursed on or before the immediately following Payment Date under section 6.3(q)(i).

Register of Note Holders has the meaning given to it in Section 5.5.

Related Entity of an entity means another entity which is related to the first within the meaning of section 50 of the Corporations Act or is in any economic entity (as defined in any approved accounting standard) which contains the first.

Related Security means, in respect of a Mortgage Loan:

- (a) any Mortgage;
- (b) any:
 - (i) Encumbrance (other than a Mortgage); or
 - (ii) guarantee, indemnity or other assurance,which, in either case, secures or otherwise provides for the repayment or payment of the amount owing under the Mortgage Loan; or
- (c) any Mortgage Insurance Policy or other Insurance Policy (where it is not a Support Facility) (both present and future) in respect of the Mortgage Loan.

Repurchase Price means, in relation to a Mortgage Loan, the then current fair market value of such Mortgage Loan (taking into account applicable insurance proceeds and other available resources).

Required Liquidity Reserve Amount means:

- (a) on the Issue Date, an amount equal to the Initial Liquidity Deposit;
- (b) on any Determination Date other than a Determination Date immediately preceding a Call Option Date, an amount equal to the lesser of:
 - (i) 1.0% of the aggregate Invested Amount of all Notes (taking into account all Principal Amounts to be paid in respect of such Notes on the immediately following Payment Date); or
 - (ii) such other amount which the Trust Manager has notified each Designated Rating Agency and which the Trust Manager has determined will not have an Adverse Rating Effect; and
- (c) on any Determination Date immediately preceding a Call Option Date, such amount which the Trust Manager has notified to the Designated Rating Agencies and which the Trust Manager has determined will not have an Adverse Rating Effect.

Required Payments means on any Determination Date:

- (a) if on the immediately following Payment Date there will be no Carryover Charge-Offs after the application of section 6.3, the relevant Excess Required Payments; or
- (b) otherwise, the aggregate of payments in paragraphs (i) to (xv) inclusive of section 6.3(i) calculated by the Trust Manager on that Determination Date under section 6.3(i).

Required Rating means a rating of:

- (a) in respect of a Bank, at least P-1 (in the case of Moody's) and at least A-1+ (short-term) or AAA (long-term) from S&P;
- (b) in respect of any State or Territory government, Aaa from Moody's and AAA from S&P; and
- (c) in respect of the Servicer, at least P-1 from Moody's and A-1 from S&P.

Residual Capital Unitholder means the person who holds a Residual Capital Unit from time to time.

Residual Capital Units means residual capital units in the Trust issued pursuant to the Master Trust Deed and the Series Notice.

Residual Income Unitholder means the person who holds a Residual Income Unit from time to time.

Residual Income Units means residual income units in the Trust issued pursuant to the Master Trust Deed and the Series Notice.

Sale Notice means a direction by the Trust Manager to the Trustee materially in the form of Schedule 5 to the Master Trust Deed or in such other form as may from time to time be agreed between the Trustee and the Trust Manager.

S&P means Standard & Poor's (Australia) Pty Limited ABN 62 007 324 852.

Scheduled Outstanding Balance means at any time:

- (a) in respect of a Mortgage Loan other than an FLA Mortgage Loan, the principal amount of that Mortgage Loan which would have been outstanding at that time assuming the Debtor has made all previous payments with respect to that Mortgage Loan at the times and in the amounts calculated by the Servicer on a monthly basis; and
- (b) in respect of an FLA Mortgage Loan, the FLA Limit which applies at that time as calculated by the Servicer.

Secured Creditors has the meaning given in Section 8.2.

Secured Money means all amounts which at any time for any reason or circumstance in connection with any Transaction Document that relates to, or applies to, the Trust or any transactions contemplated by any of them (insofar as such transactions relate to, or apply to, the Trust), whatsoever whether at law, in equity, under statute or otherwise:

- (a) are payable, are owing but not currently payable, are contingently owing, or remain unpaid by the Trustee to the Security Trustee on its own account or for the account of the Secured Creditors or to any Secured Creditor or to any Receiver;
- (b) have been advanced or paid by the Security Trustee on its own account or for the account of the Secured Creditors or by any Secured Creditor:
 - (i) at the express request of the Trustee; and
 - (ii) on behalf of the Trustee;
- (c) which the Security Trustee on its own account or for the account of the Secured Creditors or any Secured Creditor is liable to pay by reason of any act or omission of the Trustee or has paid or advanced in the protection or maintenance of the Secured Property or the security interest created by the Series Notice following an act or omission by the Trustee; or
- (d) are reasonably foreseeable as likely, after that time, to fall within any of paragraphs (a), (b) or (c) above.

This definition applies:

- (i) irrespective of the capacity in which the Trustee, the Security Trustee or any Secured Creditor became entitled or is liable in respect of the amount concerned;
- (ii) whether the Trustee, the Security Trustee or any Secured Creditor is liable as principal debtor or surety or otherwise;
- (iii) whether the Trustee is liable alone or jointly, or jointly and severally with another person;
- (iv) whether the Security Trustee or any Secured Creditor is the original obligee or an assignee or a transferee of the Secured Money and whether or not:
 - (A) the assignment or transfer took place before or after the delivery of the Series Notice; or

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- (B) the Trustee consented to or was aware of the assignment or transfer; or
 - (C) the assigned or transferred obligation was secured; or
 - (v) whether the Security Trustee or any Secured Creditor is the original Security Trustee or an original Secured Creditor or an assignee or a transferee of the original Security Trustee or an original Secured Creditor, and whether or not the Trustee consented to or was aware of the assignment or transfer.

Secured Property means all of the Assets of the Trust acquired after the date of execution of the Notice of Creation of Trust by the Trustee on the terms of the Trust in accordance with the Master Trust Deed and the Series Notice, excluding any Cash Collateral pending its application in accordance with the Transaction Documents.

Security Interest means any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation.

Security Trustee has the meaning given to it in Section 1.1 or such other person specified as the Security Trustee from time to time.

Seller Principal Collections has, in respect of the Progress Trust, the meaning given to the term "Principal Collections" in the Sale Notice.

Semi-annual Valuation Date means the date nominated by the Fixed Swap Provider in the Interest Rate Swap Agreement.

Series Notice has the meaning given to it in Section 17.

Servicer means has the meaning given to it in Section 1.1 or such other person who is, from time to time, acting as servicer pursuant to the Series Notice.

Servicer Default means an event as described in Section 7.3(f).

Servicing Procedures means the credit underwriting, operational and servicing procedures adopted by the Originator or the Servicer in accordance with its credit and risk policy.

Stated Amount means, in respect of a Note and a Determination Date, an amount equal to:

- (a) the Invested Amount of that Note; less
- (b) the amount of any Charge-Off to be allocated to that Note on the immediately following Payment Date; less
- (c) the amount of any Charge-Offs allocated to that Note on previous Payment Dates which have not been reimbursed on or before the immediately following Payment Date.

Step Up Margin has the meaning given to it in Section 1.3.

Stepdown Conditions has the meaning given in Section 6.3.

Stepdown Note means a Class AB Note, a Class B1 Note or a Class B2 Note.

Subsequent S&P Prescribed Rating means in relation to the Fixed Swap Provider, a long term rating from S&P of BBB+ or higher.

Substitute Servicer has the meaning given to it in Section 7.3(h).

Support Facilities means:

- (a) the Fixed Swap;
- (b) the Basis Swap; and
- (c) the Mortgage Insurance Policies.

Support Facility Provider means any provider of a Support Facility.

Swap Provider Event of Default means an Event of Default (as defined in the Interest Rate Swap Agreement) in relation to the Fixed Swap Provider or the Basis Swap Provider under a Fixed Swap or a Basis Swap and where the Fixed Swap Provider or the Basis Swap Provider (as applicable) is the Defaulting Party or the sole Affected Party (as defined in the Interest Rate Swap Agreement).

Tax includes any levy, charge, impost, fee, deduction, stamp duty, financial institutions duty, bank account debit tax, GST or other tax of any nature payable, imposed, levied, collected, withheld or assessed by any Governmental Agency and includes any interest, expenses, fine penalty or other charge payable or claimed in respect thereof but does not include any tax on overall net personal income of the Trustee or the Security Trustee and **Taxes** and **Taxation** shall be construed accordingly.

Tax Account means an account with an Eligible Bank established and maintained in the name of the Trustee and in accordance with the terms of the Master Trust Deed, which is to be opened by the Trustee when directed to do so by the Trust Manager in writing.

Tax Amount means, in respect of an a Payment Date, the amount (if any) of Tax that the Trust Manager reasonably determines will be payable in the future by the Trustee in respect of the Trust and which accrued during the immediately preceding Collection Period.

Tax Shortfall means, in respect of a Payment Date Period, the amount (if any) determined by the Trust Manager to be the shortfall between the aggregate Tax Amounts determined by the Trust Manager in respect of previous Payment Dates and the amounts set aside on previous Payment Dates.

Term Charge has, in respect of the Term Trust, the meaning given to the term "Deed of Charge" in the Term Trust Series Notice.

Term Deed of Release means the Deed of Release (Term Trust) dated 23 2011 between the Term Trustee and P.T. Limited ABN 67 004 454 666 in its capacity as trustee of the Progress 2008-1R Security Trust.

Term Trust means the Progress 2008-1R Trust.

Term Trust Principal Collections has, the meaning given to the term "Principal Collections" in the Term Trust Series Notice.

Term Trust Series Notice means in respect of the Term Trust, the deed entitled "Progress 2008-1R Trust Series Notice" dated 22 October 2008 between (amongst others) the Term Trustee and the Originator, as amended from time to time.

Term Trustee means Perpetual Trustee Company Limited ABN 42 000 001 007 in its capacity as trustee of the Term Trust.

Termination Date means, in relation to the Trust, the date on which the Trust terminates, which is the earlier of:

- (a) the date which is 80 years after its date of constitution;
- (b) the date of termination of the Trust under the Master Trust Deed or the Series Notice, statute or general law; and
- (c) the date, being on or after the Borrowings in respect of the Trust and any other creditors (including, without limitation, the Secured Creditors) of the Trust have been repaid in full, and on which the Trust Manager has notified the Trustee in writing that the trust is to be terminated.

Threshold Rate has the meaning given to it in Section 4.9.

Title Documents in respect of a Mortgage Loan means:

- (a) the certificate or other indicia of title (if any) in respect of the Land the subject of the Mortgage;
- (b) the original or duplicate of any Related Security documents;
- (c) any valuation report obtained from an Approved Valuer in connection with the Mortgage or any Related Security;
- (d) any deed of priority or its equivalent in writing entered into in connection with the Mortgage or any Related Security;
- (e) the Loan Agreement (if other than a Mortgage);
- (f) any solicitor's certificate obtained from an Approved Solicitor in relation to the Mortgage or any Related Security; and
- (g) all other documents required to evidence the Originator's or the Trustee's interest in the Land the subject of the Mortgage, and the Related Security, and any amendment or replacement of the documents described above and any such document which is entered into, and under which rights arise, after any assignment of the relevant Mortgage Loan and Related Security by the Originator to the Trustee.

Title Perfection Event has the meaning given to it in Section 4.2(a).

Total Available Funds has the meaning given to it in Section 6.3.

Total Available Principal has the meaning given to it in Section 6.3.

Total Break Amount means the amount calculated as such in accordance with the Interest Rate Swap Agreement under the confirmation relating to the Fixed Swap.

Transaction Documents means in respect of the Trust:

- (a) the Master Trust Deed;
- (b) the Definitions Schedule;
- (c) the Series Notice;
- (d) the Master Security Trust Deed;

-
- (e) the Deed of Charge;
 - (f) the Redraw Facility Agreement;
 - (g) each Support Facility;
 - (h) each Note;
 - (i) each Receivables Transfer Direction in respect of the Trust;
 - (j) each Sale Notice and Issue Notice;
 - (k) the Dealer Agreement;
 - (l) each Deed of Release;
 - (m) the Notice of Creation of Trust;
 - (n) each Power of Attorney; and
 - (o) such other documents as are agreed from time to time between the Trustee and the Trust Manager.

Transfer means, in relation to a Mortgage Loan, a duly executed land titles office transfer form in registrable form which, upon registration, is effective to transfer the legal title to that Mortgage Loan to the Trustee (or another third party nominated by the Trustee).

Transfer Form has the meaning given to it in Section 5.10.

Trust has the meaning given to it in Section 1.5.

Trust Manager has, the meaning given to it in Section 1.1.

Trust Manager Default means an event specified in Section 7.2(f).

Trustee has the meaning given to it in Section 1.1.

Trustee Default means an event specified in Section 7.1(g).

UCCC means the uniform consumer credit code set out in the Appendix to the Consumer Credit (Queensland) Act 1994 as in force or applied as a law of any jurisdiction of Australia or the provisions of the Code set out in the Appendix to the Consumer Credit (Western Australia) Act 1996 or the provisions of the Code set out in the Appendix to the Consumer Credit (Tasmania) Act 1996.

Unpaid Balance means, on any date in respect of a Mortgage Loan, the sum of:

- (a) the Outstanding Balance of that Mortgage Loan; and
- (b) the unpaid amount of all taxes, fees, finance charges, interest payments and other amounts accrued on or payable under or in connection with that Mortgage Loan.

Warehouse Charge has, in respect of the Warehouse Trust, the meaning given to the term "Deed of Charge" in the Warehouse Series Notice.

Warehouse Deed of Release means the Deed of Release (Warehouse Trust) dated 23 2011 between the Warehouse Trustee and P.T. Limited ABN 67 004 454 666 in its capacity as trustee of the Progress 2003-2 Security Trust.

Warehouse Series Notice means the deed entitled "Progress Warehouse Trust No. 2 Series Notice" dated 11 June 2003 between (amongst others) the Warehouse Trustee and the Originator, as amended from time to time.

Warehouse Trust means the Progress Warehouse Trust No. 2.

Warehouse Trust Principal Collections has, in respect of the Warehouse Trust, the meaning given to the term "Principal Collections" in the Disposing Trust Series Notice in relation to the Warehouse Trust.

Warehouse Trustee means Perpetual Trustee Company Limited ABN 42 000 001 007 in its capacity as trustee of the Progress Warehouse Trust No. 2.

TRUSTEE AND DISPOSING TRUSTEE

Perpetual Trustee Company Limited
Level 12, Angel Place, 123 Pitt Street
Sydney NSW 2000

TRUST MANAGER

Priority One Agency Services Limited
Level 24, AMP Sydney Cove Building, 33 Alfred Street
Sydney NSW 2000

ORIGINATOR, SELLER AND SERVICER

AMP Bank Limited
Level 24, AMP Sydney Cove Building, 33 Alfred Street
Sydney NSW 2000

SECURITY TRUSTEE

P.T. Limited
Level 12, Angel Place, 123 Pitt Street
Sydney NSW 2000

ARRANGERS AND JOINT LEAD MANAGERS

Deutsche Bank AG, Sydney Branch
Deutsche Bank Place, Cnr Hunter & Phillip Streets
Sydney NSW 2000

Westpac Banking Corporation
Level 2, 275 Kent Street
Sydney NSW 2000

LEGAL COUNSEL TO THE ORIGINATOR, SELLER, SERVICER AND TRUST MANAGER

Clayton Utz
Level 34
1 O'Connell Street
Sydney NSW 2000