

INFORMATION MEMORANDUM

LIBERTY SERIES 2020-2



LIBERTY FUNDING PTY LTD

in respect of the Liberty Series 2020-2

A\$800,000,000 MORTGAGE BACKED SECURITIES

A\$304,000,000
Class A1a Notes
Due December 2051

Rating
"Aaa(sf)" by Moody's
"AAAAsf" by Fitch

A\$256,000,000
Class A1b Notes
Due December 2051

Rating
"Aaa(sf)" by Moody's
"AAAAsf" by Fitch

A\$160,000,000
Class A2 Notes
Due December 2051

Rating
"Aaa(sf)" by Moody's
"AAAAsf" by Fitch

A\$29,600,000
Class B Notes
Due December 2051

Rating
"Aa1(sf)" by Moody's

A\$15,200,000
Class C Notes
Due December 2051

Rating
"A1(sf)" by Moody's

A\$9,600,000
Class D Notes
Due December 2051

Rating
"Baa2(sf)" by Moody's

A\$8,800,000
Class E Notes
Due December 2051

Rating
"Ba2(sf)" by Moody's

A\$3,200,000
Class F Notes
Due December 2051

Rating
"B2(sf)" by Moody's

A\$13,600,000
Class G Notes
Due December 2051

Unrated

Arranger, Joint Lead Manager and Dealer for the Notes

National Australia Bank Limited

ABN 12 004 044 937

AFS Licence No. 230686

Joint Lead Manager and Dealer for the Notes

Commonwealth Bank of Australia

ABN 48 123 123 124

AFS Licence No. 234945

Joint Lead Manager and Dealer for the Notes

Deutsche Bank AG, Sydney Branch

ABN 13 064 165 162

AFS Licence No. 238153

Joint Lead Manager and Dealer for the Notes

Merrill Lynch International

ARBN 125 336 567

Joint Lead Manager and Dealer for the Notes

Westpac Banking Corporation

ABN 33 007 457 141

AFS Licence No. 233714

The date of this Information Memorandum is 25 June 2020

Purpose

This Information Memorandum has been prepared solely in connection with the issue by Liberty Funding Pty Ltd (ACN 128 856 422) in respect of the Liberty Series 2020-2 (“**Series**”) (“**Liberty Funding**”) of A\$304,000,000 Class A1a Mortgage Backed Pass Through Floating Rate Series Notes due December 2051 (“**Class A1a Notes**”), A\$256,000,000 Class A1b Mortgage Backed Pass Through Floating Rate Series Notes due December 2051 (“**Class A1b Notes**”), A\$160,000,000 Class A2 Mortgage Backed Pass Through Floating Rate Series Notes due December 2051 (“**Class A2 Notes**” and together with the Class A1a Notes and the Class A1b Notes, the “**Class A Notes**”), A\$29,600,000 Class B Mortgage Backed Pass Through Floating Rate Series Notes due December 2051 (“**Class B Notes**”), A\$15,200,000 Class C Mortgage Backed Pass Through Floating Rate Series Notes due December 2051, (“**Class C Notes**”), A\$9,600,000 Class D Mortgage Backed Pass Through Floating Rate Series Notes due December 2051 (“**Class D Notes**”), A\$8,800,000 Class E Mortgage Backed Pass Through Floating Rate Series Notes due December 2051 (“**Class E Notes**”), A\$3,200,000 Class F Mortgage Backed Pass Through Floating Rate Series Notes due December 2051 (“**Class F Notes**”) and A\$13,600,000 Class G Mortgage Backed Pass Through Floating Rate Series Notes due December 2051 (“**Class G Notes**” and together with the Class A1a Notes, the Class A1b Notes, Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the “**Notes**”).

This Information Memorandum will be distributed only to prospective purchasers of, and investors in, the Class A1a Notes, the Class A1b Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (the “**Offered Notes**”).

Ratings

The Class A1a Notes, the Class A1b Notes and the Class A2 Notes are each expected to be assigned, on issue, a “Aaa(sf)” rating by Moody’s Investors Service Pty Limited (“**Moody’s**”) and a “AAAsf” rating by Fitch Australia Pty Ltd (“**Fitch**”). The Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are expected to be assigned, on issue, ratings of “Aa1(sf)”, “A1(sf)”, “Baa2(sf)”, “Ba2(sf)” and “B2(sf)”, respectively, by Moody’s. The Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, when issued, are not expected to be rated by Fitch. The Class G Notes will not be rated. These ratings will relate to the timely payment of interest on the relevant Offered Notes and the ultimate repayment of principal of the relevant Offered Notes on or before the Final Maturity Date. **A credit rating is not a recommendation to buy, sell or hold securities, does not address the likelihood or timing of prepayment and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.**

In making an investment decision, prospective purchasers must rely on their own assessment of the information contained in this Information Memorandum and the terms of the offering of the Offered Notes, including the merits and risks involved.

Responsibility for payments on the Offered Notes

None of Liberty Funding (other than in its capacity as issuer in respect of the Series), the Trust Manager, the Series Manager, the Arranger, the Joint Lead Managers, the Dealers, the Trust Security Trustee, the Series Security Trustee, the Trust Registrar, the Series Registrar, the Trust Standby Trustee, the Series Standby Manager, the Trust Servicer, the Seller, the Trust Standby Servicer, the Trust Standby Manager, the Trust Custodian, the Trust Originator, the Designated Rating Agencies, the Interest Rate Swap Provider and the Liquidity Facility Provider (each as defined in this Information Memorandum) (“**Relevant Parties**” and each a “**Relevant Party**”) or their respective related bodies corporate guarantees or is otherwise responsible for payment or repayment of any moneys owing to the Holders of the Offered Notes. The Offered Notes will be

the obligations solely of Liberty Funding, with Liberty Funding's obligation in respect of them limited (except in certain limited circumstances) to the Series Assets charged to make payments on the Offered Notes.

The Offered Notes do not represent deposits or other liabilities of any Relevant Party, nor does any Relevant Party or the ultimate parent company of any Relevant Party in any way stand behind the capital value and/or the performance of the Offered Notes or Series Assets. The holding of Offered Notes is subject to investment risk, including possible delays in repayment and loss of income and principal invested.

Disclosure

Each of the Arranger, the Joint Lead Managers, the Dealers, the Liquidity Facility Provider and any Interest Rate Swap Provider (the "**Transaction Parties**") discloses that, in addition to the arrangements and interests it will or may have with respect to the Series Manager, the Trust Manager, a Seller (in its capacity as trustee of a Seller Trust or in respect of a Seller Series), the Trust Servicer, the Trust Originator, Secure Funding (in its capacity as trustee of the Trust or any other trust) and Liberty Funding (in its capacity as issuer of the Series or any other series) (together, the "**Group**") as described in this Information Memorandum (the "**Transaction Document Interests**"), it, its respective related bodies corporate (as such term is defined in the Corporations Act) (the "**Related Bodies Corporate**"), its respective related entities (as such term is defined in the Corporations Act) (the "**Related Entities**") and their respective officers and employees:

- (a) may from time to time be a Holder or have pecuniary or other interests with respect to the Notes and they may also have interests relating to other arrangements with respect to a Holder or a Note; and
- (b) may receive or may pay fees, brokerage and commissions or other benefits, and act as principal with respect to any dealing with respect to any Notes,

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

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

- (i) each of the Transaction Parties and each of their respective Related Bodies Corporate and their respective Related Entities, and their respective directors, officers and employees (each a "**Relevant Entity**") will or may from time to time have the Transaction Document Interests and may from time to time have the Note Interests and is, and from time to time may be, involved in a broad range of transactions including, without limitation, banking, financing, dealing in financial products, credit, derivative and liquidity transactions, investment management, corporate and investment banking and research (the "**Other Transactions**") in various capacities in respect of any member of the Group, any Seller Trust or any other person, both for the Relevant Entity's own account and for the account of other persons (the "**Other Transaction Interest**");
- (ii) each Relevant Entity in the course of its business (whether with respect to the Transaction Document Interests, the Note Interests, the Other Transaction Interests or otherwise) may act independently of any other Relevant Entity;
- (iii) to the maximum extent permitted by applicable law, the duties of each Relevant Entity in respect of any member of the Group and the Notes are limited to the contractual obligations of the Transaction Parties to the relevant members of the Group as set out in

the Transaction Documents and, in particular, no advisory or fiduciary duty is owed to any person;

- (iv) a Relevant Entity may have or come into possession of information not contained in this Information Memorandum that may be relevant to any decision by a potential investor to acquire the Notes and which may or may not be publicly available to potential investors (“**Relevant Information**”);
- (v) to the maximum extent permitted by applicable law, no Relevant Entity is under any obligation to disclose any Relevant Information to any member of the Group or to any potential investor and this Information Memorandum and any subsequent conduct by a Relevant Entity should not be construed as implying that the Relevant Entity is not in possession of such Relevant Information; and
- (vi) each Relevant Entity may have various potential and actual conflicts of interest arising in the course of its business, including in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests. For example, the exercise of rights against a member of the Group arising from the Transaction Document Interests (eg by a dealer, an arranger, an interest rate swap provider or a liquidity facility provider) or from an Other Transaction may affect the ability of the Group member to perform its obligations in respect of the Notes. In addition, the existence of a Transaction Document Interest or Other Transaction Interest may affect how a Relevant Entity in another capacity (eg a Holder) may seek to exercise any rights it may have in that capacity. These interests may conflict with the interests of the Group or a Holder and the Group or a Holder may suffer loss as a result. To the maximum extent permitted by applicable law, a Relevant Entity is not restricted from entering into, performing or enforcing its rights in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests and may otherwise continue or take steps to further or protect any of those interests and its business even where to do so may be in conflict with the interests of Holders or the Group, and the Relevant Entities may in so doing act without notice to, and without regard to, the interests of any such person.

Responsibility for Information Memorandum

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

None of the Relevant Parties, excluding the Series Manager, have authorised, caused the issue of, or have (and each expressly disclaims) any responsibility for, or made any statement in, any part of this Information Memorandum. None of the Relevant Parties, excluding the Series Manager, have separately conducted any investigation or due diligence concerning, or have carried out or will carry out any independent audit of, or have independently verified or will verify the information contained in this Information Memorandum. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any Relevant Party (excluding the Series Manager) or any external adviser to any Relevant Party, as to 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 other information supplied in connection with the Notes or their distribution. Each person receiving this Information Memorandum acknowledges that such person has not relied on any Relevant Party nor on any person affiliated with any of them in connection with its investigation

of the accuracy of such information or its investment decisions except, in each case, with respect to the information for which the Series Manager is expressed to be responsible in this Information Memorandum.

Each of the Joint Lead Managers, the Dealers or the Arranger have no responsibility to or liability for, and do not owe any duty to, any person who purchases or intends to purchase Offered Notes in respect of this transaction, including without limitation in respect of the preparation and due execution of the Transaction Documents and the power, capacity or due authorisation of any other party to enter into and execute the Transaction Documents or the enforceability of any of the obligations set out in the Transaction Documents.

Reliance on this Information Memorandum

Neither this Information Memorandum nor any other information supplied in connection with the Offered Notes is intended to provide and does not constitute the basis of any credit or other evaluation and should not be considered as a recommendation by any Relevant Party that any recipient of this Information Memorandum or of any other information supplied in connection with the Offered Notes, should purchase any of the Offered Notes. Each investor contemplating purchasing or subscribing for any of the Offered Notes should make its own independent investigation of the financial condition, affairs and creditworthiness of the Trust, Liberty Funding and the terms of the Offered Notes and the Transaction Documents and each investor should seek its own tax, accounting, financial and legal advice and any other appropriate advice from qualified professional persons as to the consequence of subscription, purchase or holding of any of the Offered Notes. None of the Relevant Parties accepts any responsibility or makes any statement (including, without limitation any representation) as to the income or other tax consequences of any subscription, purchase or holding of any of the Offered Notes or the receipt of any amounts thereunder. Each investor must base any investment decision on its own investigation and advice and not on this Information Memorandum.

Information Memorandum - A Summary of Terms

The information set forth in this Information Memorandum, to the extent that it describes certain provisions of the Transaction Documents, is a summary and is not presented as a full statement of the provisions of such documentation. 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 purchase any of the Offered Notes even if this Information Memorandum is circulated in conjunction with such an offer or invitation. Instead, the definitive terms and conditions of the Offered Notes and the Trust are contained in the Transaction Documents which should be reviewed by prospective investors or purchasers of the Offered Notes. If there is any inconsistency between this Information Memorandum and the Transaction Documents, the Transaction Documents should be regarded as containing the definitive information.

All claims against Liberty Funding in relation to this Information Memorandum or the Offered Notes may be satisfied only out of the Series Assets secured under the Series Master Security Trust Deed and the Series General Security Deed including its rights in and to the Trust Notes and the other Series Collateral, and are limited in recourse to distributions with respect to such property and amounts from time to time.

Preparation date

This Information Memorandum has been prepared as at 25 June 2020 based upon information available and the facts and circumstances known to the Series Manager at that time. Potential purchasers of the Offered Notes should determine for themselves the relevance of the information

contained in this Information Memorandum or any part thereof and their purchase of any Offered Notes should be based upon such investigation as they themselves deem necessary. Neither the delivery of this Information Memorandum, nor any offer or issue of the Offered Notes, at any time on or after the date of this Information Memorandum implies or should be relied upon as a representation or warranty, that there has been no change since such date in the affairs or financial condition of Liberty Funding or the Relevant Parties or that the information contained in this Information Memorandum is correct at such later time. None of the Arranger, the Joint Lead Managers, the Liquidity Facility Provider, the Interest Rate Swap Provider or the Dealers have undertaken, nor do they undertake, nor will they undertake to review the financial condition or affairs of Liberty Funding, Secure Funding, the Trust Manager, the Series Manager, the Trust Security Trustee, the Series Security Trustee or any other party to the transaction at any time on, prior to or after the date of this Information Memorandum and is not under any obligation to advise any recipient of this Information Memorandum, or any investor or potential investor in the Offered Notes of, or to update this Information Memorandum to reflect any changes in, or matters arising or coming to its attention after the date of the Information Memorandum which may affect anything referred to in this Information Memorandum.

Notice to investors in the United States of America

The Offered Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (“**U.S. Securities Act**”) or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States, or to, or for the benefit of, U.S. persons (within the meaning of (A) Regulation S under the U.S. Securities Act or (B) the risk retention regulations implemented by the SEC pursuant to section 15G of the Exchange Act (the “**U.S. Risk Retention Rules**”)), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act, the U.S. Risk Retention Rules and applicable state or local securities laws. The Dealers have each represented and agreed that it has not offered or sold, and will not offer or sell, any Offered Notes constituting part of its allotment within the United States or to, or for the benefit of, U.S. persons (within the meaning of Regulation S under the U.S. Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act, the U.S. Risk Retention Rules and applicable state or local security laws. Terms used above have the meaning given to them by Regulation S under U.S. Securities Act or the U.S. Risk Retention Rules.

In order to be eligible to access this Information Memorandum or make an investment decision with respect to the Offered Notes, you and any entity that you represent either must be outside the United States or not be a “U.S. person” (within the meaning of (a) Regulation S under the U.S. Securities Act or (b) the U.S. Risk Retention Rules).

Selling Restrictions

This Information Memorandum does not constitute an offer or invitation to any person to subscribe for or purchase any Offered Notes and must not be relied upon by intending investors or subscribers of the Offered Notes, nor may it be used for the purpose of an offer to or solicitation by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or in which it is unlawful to make such offer or solicitation. Except as mentioned under section 17, no action has been or will be taken to permit a public offering of the Offered Notes in any jurisdiction where action would be required for that purpose. The Offered Notes may not be offered or sold, directly or indirectly, and this Information Memorandum may not be distributed in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction.

No key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Offered Notes or otherwise making them available to retail investors in the European Economic Area or in the United Kingdom has been prepared and therefore offering or selling the Offered Notes or otherwise making them available to any retail investor in the European Economic Area or in the United Kingdom may be unlawful under the PRIIPS Regulation.

The distribution of this Information Memorandum and the offering or invitation to subscribe for or buy the Offered Notes in certain jurisdictions may be restricted by law. No action has been taken or will be taken which would permit the distribution of this Information Memorandum or the offer or invitation to subscribe for or buy the Offered Notes, in any jurisdiction where action for that purpose is required.

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

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Manager has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA) that the Offered Notes are capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

EU Securitisation Regulation

European Union ("**EU**") legislation comprising Regulation (EU) 2017/2402 (as amended, the "**EU Securitisation Regulation**") and certain related regulatory technical standards, implementing technical standards and official guidance (together, the "**EU Due Diligence and Retention Rules**") imposes certain restrictions and obligations with regard to securitisations (as such term is defined for purposes of the EU Securitisation Regulation). The EU Due Diligence and Retention Rules are in force throughout the EU (and the EU Securitisation Regulation is expected also to be implemented in the non-EU member states of the European Economic Area) in respect of securitisations the securities of which were issued (or the securitisation positions of which were created) on or after January 1, 2019. In addition, notwithstanding that the United Kingdom is no longer a member of the EU, the EU Securitisation Regulation continues to apply in the United Kingdom, pursuant to the withdrawal agreement between the EU and the United Kingdom, for the duration of the transition period (i.e. until 31 December 2020, unless such period is extended).

The EU Due Diligence and Retention Rules impose certain requirements (the "**EU Transaction Requirements**") with respect to originators, original lenders, sponsors and securitisation special

purpose entities (“**SSPEs**”) (as each such term is defined for purposes of the EU Securitisation Regulation). Although not expressly stated in the EU Due Diligence and Risk Retention Rules (such that there is no certainty on this point), certain market participants take the view that the EU Transaction Requirements apply only to entities which are (i) supervised in the EU pursuant to specified EU financial services legislation, or (ii) established in the EU. The EU Transaction Requirements include provision with regard to, amongst other things:

- (a) a requirement under Article 6 of the EU Securitisation Regulation that the originator, the original lender or the sponsor of a securitisation commits to retain, on an ongoing basis, a material net economic interest in the relevant securitisation of not less than 5% in respect of certain specified credit risk tranches or asset exposures (the “**EU Retention Requirement**”);
- (b) a requirement under Article 7 of the EU Securitisation Regulation that the originator, sponsor and SSPE of a securitisation make available to holders of a securitisation position, EU competent authorities and (upon request) potential investors certain prescribed information (the “**EU Transparency Requirements**”); and
- (c) a requirement under Article 9 of the EU Securitisation Regulation that originators, sponsors and original lenders of a securitisation apply to exposures to be securitized the same sound and well-defined criteria for credit-granting which they apply to non-securitized exposures, and have effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the obligor’s creditworthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting its obligations under the credit agreement (the “**EU Credit-Granting Requirements**”).

Failure by any person to which the EU Securitisation Regulation applies to comply with any EU Transaction Requirement applicable to it may result in a regulatory sanction and remedial measures being imposed on such person.

In addition, investors should be aware that Article 5 of the EU Securitisation Regulation, places certain conditions (the “**EU Investor Requirements**”) on investments in securitisations by “institutional investors” (as such term is defined for purposes of the EU Securitisation Regulation) (each an “**EU Institutional Investor**”): EU Institutional Investors include (subject to certain conditions and exceptions): (a) a credit institution or an investment firm as defined in and for purposes of Regulation (EU) No 575/2013, as amended, known as the Capital Requirements Regulation (the “**CRR**”) (or a consolidated affiliate thereof, as provided by Article 14 of the CRR), (b) an insurance undertaking or a reinsurance undertaking as defined in Directive 2009/138/EC, as amended, known as Solvency II, (c) an alternative investment fund manager (AIFM) as defined in Directive 2011/61/EU that manages or markets alternative investment funds in the EU, (d) an undertaking for collective investment in transferable securities (“**UCITS**”) management company, as defined in Directive 2009/65/EC, as amended, known as the UCITS Directive, or an internally managed UCITS, which is an investment company that is authorized in accordance with that Directive and has not designated such a management company for its management, and (e) an institution for occupational retirement provision (“**IORP**”) falling within the scope of Directive (EU) 2016/2341, or an investment manager or an authorized entity appointed by an IORP as provided in that Directive.

The EU Investor Requirements are applicable regardless of whether any party to the relevant securitisation is subject to any EU Transaction Requirement.

The EU Investor Requirements provide that, prior to investing in (or otherwise holding an exposure to) a securitisation, an EU Institutional Investor, other than the originator, sponsor or

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

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

If any EU Institutional Investor fails to comply with the EU Investor Requirements, it may be subject (where applicable) to an additional regulatory capital charge with respect to any securitisation position acquired by it or on its behalf, and it may be subject to other regulatory sanctions.

Certain aspects of the EU Transaction Requirements and the EU Investor Requirements are to be further specified in regulatory technical standards. These regulatory technical standards have been adopted by the European Commission but have not been published in final form and are not yet in force. It remains unclear, in certain respects, what will be required for EU Institutional Investors to demonstrate compliance with the EU Investor Requirements.

On the Issue Date and thereafter for so long as any Offered Notes remain outstanding, Liberty Financial Pty Ltd will (as an "originator" (as such term is defined for the purposes of the EU Securitisation Regulation)) undertake to retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with the text of Article 6(1) of the EU Securitisation Regulation (the "**Retention**"). As at the Issue Date, the Retention will be in the form of a retention of randomly selected exposures, equivalent to not less than 5% of the nominal value of the securitised exposures, where such non-securitised exposures would otherwise have been securitised in the securitisation, provided that the number of potentially securitised

exposures is not less than 100 at origination, as provided for in paragraph (c) of Article 6(3) of the EU Securitisation Regulation (as in effect as at the Issue Date).

Liberty Financial Pty Ltd will undertake (in each case with reference to the EU Due Diligence and Retention Rules as in effect and applicable on the Issue Date):

- (a) to retain the Retention on an ongoing basis;
- (b) not to change the manner or form in which it retains the Retention, except as permitted by the EU Due Diligence and Retention Rules;
- (c) not to dispose of, assign, transfer, or create or cause to exist any lien over, and not to otherwise surrender, all or part of the rights, benefits or obligations arising from its interest in the Retention, except as permitted by the EU Due Diligence and Retention Rules;
- (d) not to utilise or enter into any credit risk mitigation techniques or any other hedge against the credit risk of its interest in the Retention, except as permitted by the EU Due Diligence and Retention Rules; and
- (e) to confirm or cause to be confirmed the status of its compliance with to confirm or cause to be confirmed the status of its compliance with paragraphs (a), (b), (c) and (d) above (in each periodic report provided to Holders of the Notes).

For the purpose of Article 5(1)(b) of the EU Securitisation Regulation, Liberty Financial Pty Ltd will represent and warrant that, as an originator (as such term is defined for the purposes of the EU Securitisation Regulation) established in a third country (that is not within the EU or EEA), it will (and as part of its due diligence on each asset to be securitised in respect of which it has not undertaken the original credit-granting), verify that the entity directly or indirectly involved in the original agreement which created such asset, has applied to the asset the same sound and well-defined criteria for credit-granting that such entity applies to its non-securitised exposures, has clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness.

For the purposes of Article 5(3) of the EU Securitisation Regulation, Liberty Financial Pty Ltd, as an originator (as such term is defined for the purposes of the EU Securitisation Regulation), will undertake to make available to potential investors (in the manner described below) sufficient information so as to enable those potential investors to comply with Article 5(3) of the EU Securitisation Regulation.

For the purposes of Article 5(4) of the EU Securitisation Regulation, Liberty Financial Pty Ltd, as an originator (as such term is defined for the purposes of the EU Securitisation Regulation), will undertake to make available to Holders of the Notes quarterly investor reports, containing, at a minimum, sufficient information so as to permit Holders of the Notes to determine the percentage of Housing Loans more than 30, 60 and 90 days past due, default rates, prepayment rates, Housing Loans in foreclosure, recovery rates, repurchases, Housing Loan modifications, payment holidays, collateral type, and frequency distribution of credit scores or other measures of credit worthiness across underlying exposures, industry and geographical diversification. The material referred to in this paragraph shall be made available at the latest one month after the end of the period the report covers.

For the purposes of Article 6(2) of the EU Securitisation Regulation, Liberty Financial Pty Ltd will represent and warrant that, as an originator (as such term is defined for the purposes of the

EU Securitisation Regulation), it has not selected assets to be acquired by Secure Funding with the aim of rendering losses on the assets transferred to Secure Funding, measured over the life of the transaction, or over a maximum of 4 years where the life of the transaction is longer than four years, higher than the losses over the same period on comparable assets held on the balance sheet of Liberty Financial Pty Ltd.

For the purposes of Article 7(1) of the EU Securitisation Regulation, Liberty Financial Pty Ltd, as originator (as such term is defined for the purposes of the EU Securitisation Regulation), will undertake to make available to Holders of the Notes, to the competent authorities referred to in Article 29 of the EU Securitisation Regulation and, upon request, to potential investors:

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

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

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

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

For the purposes of Article 7(2) of the EU Securitisation Regulation, Liberty Financial Pty Ltd, as originator (as such term is defined for the purposes of the EU Securitisation Regulation), is designated as the entity required to provide the information referred to in Article 7(1) of the EU Securitisation Regulation and Liberty Financial Pty Ltd shall make such information available by posting it to the following website: https://www.liberty.com.au/_investors/inv_rba_login.asp.

The EU Due Diligence and Retention Rules provide that an entity shall not be considered an “originator” (as defined for purposes of the EU Securitisation Regulation) if it has been established or operates for the sole purpose of securitising exposures. See Section 5 “Liberty Financial Pty Ltd and Liberty Financial Housing Loan Programs” in this Information Memorandum for information regarding Liberty Financial Pty Ltd, its business and activities.

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

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

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the EU Due Diligence and Retention Rules (and any implementing rules in relation to a relevant jurisdiction); (ii) as to the sufficiency of the information described in this Information Memorandum, and which may otherwise be made available to investors and (iii) as to their compliance with any applicable EU Investor Requirements. None of Series Manager, Liberty Financial Pty Ltd, the Trust Servicer, the Trust Originator, Secure Funding and Liberty Funding, Arranger, the Joint Lead Managers, or any other party to the Transaction Documents (i) makes any representation that the performance of the undertakings described above, the making of the representations and warranties described above, and the information described in this Information Memorandum, or any other information which may be made available to investors, are or will be sufficient for the purposes of any EU Institutional Investor’s compliance with any EU Investor Requirement, (ii) has any liability to any prospective investor or any other person for any insufficiency of such information or any non-compliance by any such person with the EU Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements, or (iii) has any obligation to provide any further information or take any other steps that may be required by any EU Institutional Investor to enable compliance by such person with the requirements of any EU Investor Requirement or any other applicable legal, regulatory or other requirements.

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

No one of the Arranger, any Joint Lead Manager, any Dealer, the Liquidity Facility Provider or the Interest Rate Swap Provider has any responsibility to maintain or enforce compliance with the EU Due Diligence and Retention Rules.

Japanese Due Diligence Rules

Under the notices published by the Japanese Financial Services Agency (the “**JFSA**”) which came into effect on 31 March 2019 with respect to proposed changes to regulatory capital requirements applicable to Japanese banks and certain other financial institutions (the “**Notices**”), new due

diligence rules are established for such investors with respect to any securitisation exposure acquired by them (the "**Japan Due Diligence Rules**").

Liberty Financial, as originator for the purposes of the Japan Due Diligence Rules, will undertake to retain, on an ongoing basis, a material net economic interest of not less than 5% in this securitisation transaction.

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

No one of the Arranger, any Joint Lead Manager, any Dealer, the Liquidity Facility Provider or the Interest Rate Swap Provider has any responsibility to maintain or enforce compliance with the Japan Due Diligence Rules.

See Section 3.35 ("Japanese Due Diligence Rules") for further details.

DEFINED TERMS

Capitalised terms used in this Information Memorandum shall, except where otherwise defined in this Information Memorandum, have the meaning set forth in section 18.

ROUNDING

In this Information Memorandum, percentages in the tables may not add up to 100% because of rounding.

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1 TRANSACTION SUMMARY

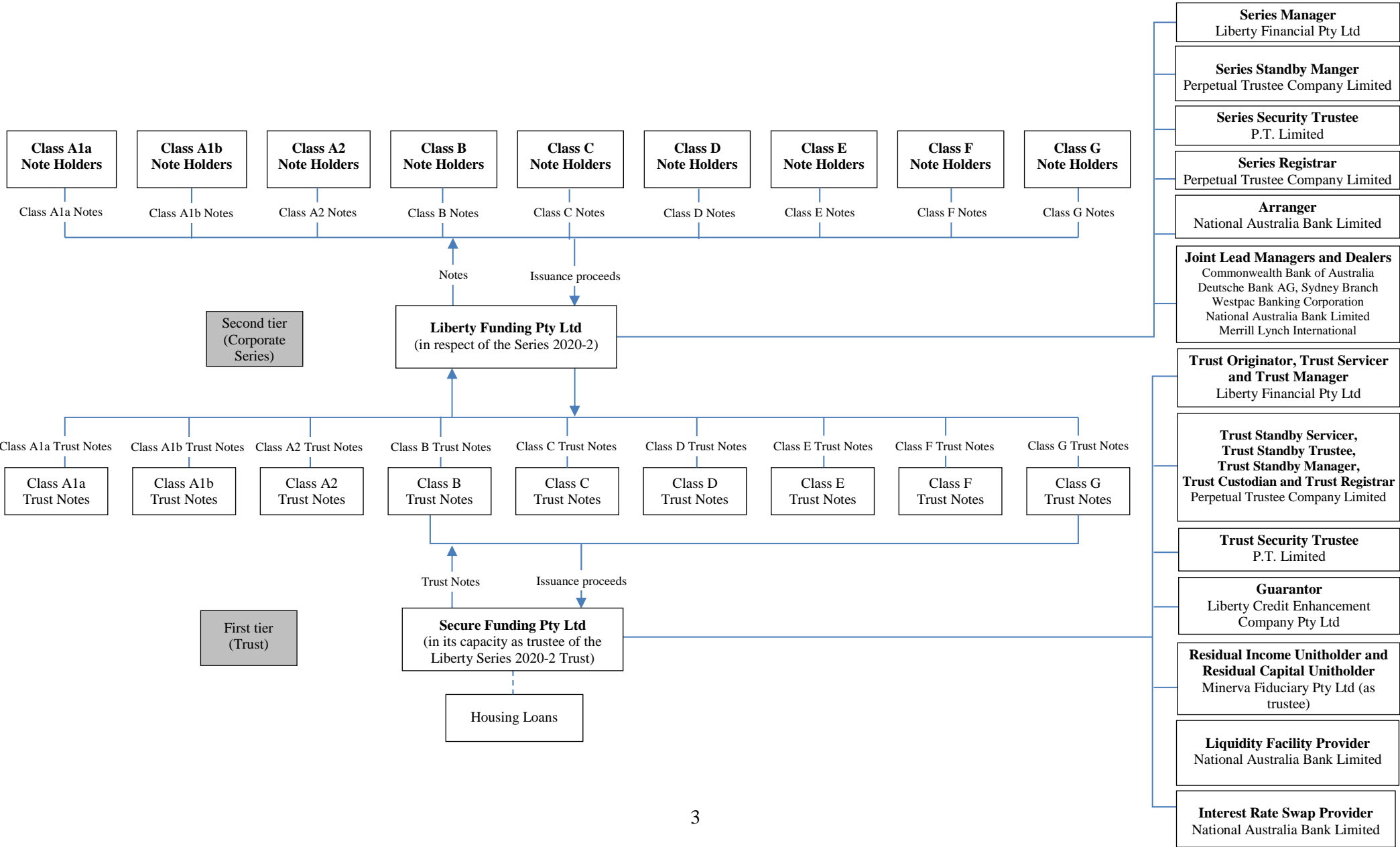
This summary highlights selected information from this document and does not contain all of the information that you need to consider in making your investment decision. This summary contains an overview of some of the concepts and other information to aid your understanding. All of the information contained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

Parties to the Transaction

<i>Series</i>	Liberty Series 2020-2
<i>Liberty Funding</i>	Liberty Funding Pty Ltd (ABN 49 128 856 422) in respect of the Series
<i>Series Manager</i>	Liberty Financial Pty Ltd (ABN 55 077 248 983)
<i>Series Security Trustee</i>	P.T. Limited (ABN 67 004 454 666)
<i>Series Standby Manager</i>	Perpetual Trustee Company Limited (ABN 42 000 001 007)
<i>Series Registrar</i>	Perpetual Trustee Company Limited (ABN 42 000 001 007)
<i>Trust</i>	Liberty Series 2020-2 Trust
<i>Secure Funding</i>	Secure Funding Pty Ltd (ABN 25 081 982 872) as trustee of the Trust
<i>Trust Manager</i>	Liberty Financial Pty Ltd (ABN 55 077 248 983)
<i>Trust Servicer</i>	Liberty Financial Pty Ltd (ABN 55 077 248 983)
<i>Trust Originator</i>	Liberty Financial Pty Ltd (ABN 55 077 248 983)
<i>Trust Security Trustee</i>	P.T. Limited (ABN 67 004 454 666)
<i>Trust Custodian</i>	Perpetual Trustee Company Limited (ABN 42 000 001 007)
<i>Trust Standby Trustee, Trust Standby Servicer and Trust Standby Manager</i>	Perpetual Trustee Company Limited (ABN 42 000 001 007)
<i>Interest Rate Swap Provider</i>	National Australia Bank Limited (ABN 12 004 044 937)
<i>Liquidity Facility Provider</i>	National Australia Bank Limited (ABN 12 004 044 937)
<i>Trust Registrar</i>	Perpetual Trustee Company Limited (ABN 42 000 001 007)
<i>Residual Income Unitholder</i>	Minerva Fiduciary Pty Ltd (ABN 98 637 593 849) (as trustee of the Minerva

	Holding Trust)
<i>Residual Capital Unitholder</i>	Minerva Fiduciary Pty Ltd (ABN 98 637 593 849) (as trustee of the Minerva Holding Trust)
<i>Guarantor</i>	Liberty Credit Enhancement Company Pty Ltd (ACN 107 301 646)
<i>Arranger</i>	National Australia Bank Limited (ABN 12 004 044 937)
<i>Joint Lead Managers and Dealers</i>	Commonwealth Bank of Australia (ABN 8 123 123 124); Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162), Merrill Lynch International (ARBN 125 336 567), National Australia Bank Limited (ABN 12 004 044 937), and Westpac Banking Corporation (ABN 33 007 457 141)
<i>Designated Rating Agencies</i>	Moody's Investors Service Pty Ltd and Fitch Australia Pty Ltd

STRUCTURAL DIAGRAM



SUMMARY OF THE NOTES

Liberty Funding will issue the Class A1a Notes, the Class A1b Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes which, ultimately through Liberty Funding holding the Class A1a Trust Notes, the Class A1b Trust Notes, the Class A2 Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes, the Class F Trust Notes and the Class G Trust Notes issued by Secure Funding, will be collateralised by the same pool of Housing Loans.

	Class A1a Notes	Class A1b Notes	Class A2 Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class G Notes
Aggregate Initial Invested Amount:	A\$304,000,000	A\$256,000,000	A\$160,000,000	A\$ 29,600,000	A\$15,200,000	A\$9,600,000	A\$8,800,000	A\$3,200,000	A\$13,600,000
% of Total:	38.0%	32.0%	20%	3.7%	1.9%	1.2%	1.1%	0.4%	1.7%
Ratings:									
- Moody's	Aaa(sf)	Aaa(sf)	Aaa(sf)	Aa1(sf)	A1(sf)	Baa2(sf)	Ba2(sf)	B2(sf)	NR
- Fitch	AAAsf	AAAsf	AAAsf	NR	NR	NR	NR	NR	NR
Minimum Parcel Size (See section 17 for exceptions)	A\$500,000	A\$500,000	A\$500,000	A\$500,000	A\$500,000	A\$500,000	A\$500,000	A\$500,000	A\$500,000
Minimum Denomination of each Note:	A\$1,000	A\$1,000	A\$1,000	A\$1,000	A\$1,000	A\$1,000	A\$1,000	A\$1,000	A\$1,000
Interest Accrual Method:	actual/365	actual/365	actual/365	actual/365	actual/365	actual/365	actual/365	actual/365	actual/365

	Class A1a Notes	Class A1b Notes	Class A2 Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class G Notes
Payment Dates:	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.	The 25 th day of each month or, if the relevant day is not a Business Day, then the next Business Day and the Final Maturity Date. The first Payment Date will be the Payment Date scheduled to fall in July 2020.
Listing	The Series Manager may, in its sole discretion, apply for listing of the Class A1a Notes on the ASX.	The Series Manager may, in its sole discretion, apply for listing of the Class A1b Notes, on the ASX.	The Series Manager may, in its sole discretion, apply for listing of the Class A2 Notes on the ASX.	N/A	N/A	N/A	N/A	N/A	N/A
Clearance/ Settlement:	Austraclear	Austraclear	Austraclear	Austraclear	Austraclear	Austraclear	Austraclear	Austraclear	Austraclear
Maturity Date:	Final Maturity Date	Final Maturity Date	Final Maturity Date	Final Maturity Date	Final Maturity Date	Final Maturity Date	Final Maturity Date	Final Maturity Date	Final Maturity Date

Cut-Off Date: Close of business on 19 May 2020

Pricing Date: 17 June 2020

Issue Date: 25 June 2020

Call Date:

The earlier to occur of:

- the Payment Date immediately following the Determination Date on which the Invested Amount of all Notes or Trust Notes (as applicable) on that Determination Date is less than, or equal to, 20% of the aggregate Initial Invested Amount of all Notes or Trust Notes (as applicable) on the Issue Date; and
 - the Payment Date scheduled to fall in June 2023,
- and each Payment Date thereafter.

Final Maturity Date:

The Payment Date scheduled to fall in December 2051.

2 PROGRAM SUMMARY

2.1 First Tier - The Trust

The Liberty Series 2020-2 Trust (“**Trust**”) is a special purpose trust established for the purpose of purchasing or Redesignating Housing Loans and Related Securities. Secure Funding obtains funds for the purchase or Redesignation, as the case may be, of Housing Loans and Related Securities by issuing the Trust Notes. Principal receipts arising from the Housing Loans and Related Securities will be used to repay principal in respect of the Trust Notes and for providing support for the payment of Required Payments by way of a Principal Draw (see section 11.9).

2.2 Application of proceeds of Trust Notes

The proceeds from the issuance by Secure Funding of all Trust Notes to Liberty Funding will be used to:

- (a) fund the Redesignation to the Trust of a pool of Housing Loans and Related Securities originated by the Trust Originator from the Seller Trusts (which may include Seller Trusts in respect of which any or all of the Joint Lead Managers may be a financier);
- (b) fund the transfer to the Trust of a pool of Housing Loans and Related Securities originated by the Trust Originator from the Seller Series (which may include Seller Series in respect of which any or all of the Joint Lead Managers may be a financier); and
- (c) to deposit the remaining net proceeds of the issuance (if any) into the Trust Collection Account.

2.3 The Housing Loans

The Housing Loans and the Related Securities are originated by the Trust Originator in the ordinary course of its lending business across a range of geographic regions and demographic sectors. The Housing Loans are made to Australian resident borrowers considered to be prime borrowers and also to those considered to fall outside of the lending parameters of traditional lenders. The Housing Loans are secured by first ranking mortgages over residential property.

All of the Housing Loans are originated in accordance with the Underwriting Policies and Procedures. The Underwriting Policies and Procedures outline the Trust Manager’s credit policy guidelines which have been established to ensure a consistent and balanced approach to credit risk. The credit guidelines require extensive qualitative and quantitative analysis and a multi-layered credit approach before a loan may be provided to a potential borrower. For a summary of the underwriting process see section 5.4.

For further information in relation to the Housing Loans see section 4.

Selected Housing Loan Pool Data as of Close of Business on the Cut-Off Date

Summary Housing Loan Information

Current Housing Loan Pool Size:	\$	800,000,539
Original Housing Loan Pool Size:	\$	841,993,865
Number of Housing Loans:		2,365
Average Housing Loan Balance:	\$	338,267
Maximum Housing Loan Balance:	\$	2,266,986
Total Valuation of the Securities:	\$	1,350,029,121
Weighted Average Current Loan-to-Value Ratio:		67.07%
Weighted Average Seasoning in Months:		15
Weighted Average Remaining Term to Maturity in Months:		340
Maximum Remaining Term to Maturity in Months:		359
Maximum Current Loan-to-Value Ratio:		98.26%

For further information in relation to the Housing Loans see section 4.

2.4 General Information

<i>Issue of Trust Notes</i>	Liberty Series 2020-2 Trust: A\$304,000,000 Class A1a Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. A\$256,000,000 Class A1b Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. A\$160,000,000 Class A2 Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. A\$29,600,000 Class B Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. A\$15,200,000 Class C Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. A\$9,600,000 Class D Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. A\$8,800,000 Class E Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. A\$3,200,000 Class F Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. A\$13,600,000 Class G Mortgage Backed Pass Through Floating Rate Trust Notes due December 2051. See section 8 for a detailed description of the Trust Notes.
<i>Issue Date</i>	25 June 2020
<i>Cut-Off Date</i>	19 May 2020
<i>Determination Date</i>	The date which is 5 Business Days prior to a Payment Date.

<i>Payment Date</i>	The: <ul style="list-style-type: none"> • 25th day of each month or if that day is not a Business Day, then the immediately following Business Day; and • The Final Maturity Date (unless the Trust Notes are redeemed in full on an earlier Payment Date). <p>The initial Payment Date for the Trust Notes will be the Payment Date scheduled to fall in July 2020.</p>
<i>Final Maturity Date</i>	The Payment Date scheduled to fall in December 2051.
<i>Trust Collection Period</i>	The period from (but excluding) a Determination Date to (and including) the immediately succeeding Determination Date. The first Trust Collection Period commences on (but excludes) the Cut-Off Date and ends on (and includes) the Determination Date immediately preceding the first Payment Date.
<i>Business Day</i>	Any day (not being a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney and Melbourne.
<i>Governing Law</i>	The Trust Notes and all of the Transaction Documents will be governed by the laws of New South Wales.

2.5 Redraws

The Servicer may (with the consent of the Trust Manager and the Trust Manager having directed Secure Funding to fund the Redraw) grant a Redraw to a Debtor.

The Trust Manager may only direct Secure Funding to fund a Redraw if a Redraw Trigger is not then subsisting.

2.6 Further Advances

The Servicer must not consent to a request by a Debtor for a Further Advance in respect of a Housing Loan.

2.7 Interest Rate Swap Agreement

Secure Funding will enter into an Interest Rate Swap with the Interest Rate Swap Provider to hedge the interest rate payable by the Debtors under the Housing Loans with the interest payable by Secure Funding under the Trust Notes. In addition, Secure Funding may from time to time enter into further interest rate swap agreements with an interest rate swap provider to the extent required for Secure Funding to further hedge Housing Loans against interest rate risk.

2.8 Liquidity Facility Agreement

Secure Funding has entered into a liquidity facility agreement with National Australia Bank Limited. The Liquidity Facility will be available to be drawn, subject to its terms, to fund Liquidity Shortfalls up to an aggregate amount equal to the Liquidity Limit.

See Section 13.9 (“Liquidity Facility”).

2.9 Security

The obligations of Secure Funding in respect of the Trust Notes are secured by the Trust Charge granted by Secure Funding over the Assets of the Trust in favour of the Trust Security Trustee. The Trust Security Trustee holds the benefit of the Trust Charge on trust for (among others) the Holders of Trust Notes, the Interest Rate Swap Provider, the Liquidity Facility Provider and any other person who is specified as a “Trust Secured Creditor”.

2.10 Second Tier - The Series

The Liberty Series 2020-2 (“**Series**”) is a special purpose series established for the purpose of issuing Notes. Liberty Funding in respect of the Series obtains funds for the purchase of the Trust Notes by issuing Notes in respect of the Series.

2.11 Application of Proceeds

The net proceeds from the issue of Notes will be used to fund the subscription of the Trust Notes and, to the extent there are any surplus funds, to invest in Authorised Investments.

The upfront fees and expenses of the Series (including, without limitation, the fees and expenses of the Arranger, Joint Lead Managers and Dealers) will not be deducted from the proceeds of the sale of the Notes. These amounts will be paid separately to the Relevant Parties by Liberty Financial.

2.12 General Information

<i>Issue of Notes</i>	<p>Liberty Series 2020-2:</p> <p>A\$304,000,000 Class A1a Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p> <p>A\$256,000,000 Class A1b Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p> <p>A\$160,000,000 Class A2 Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p> <p>A\$29,600,000 Class B Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p> <p>A\$15,200,000 Class C Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p> <p>A\$9,600,000 Class D Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p> <p>A\$8,800,000 Class E Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p> <p>A\$3,200,000 Class F Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p> <p>A\$13,600,000 Class G Mortgage Backed Pass Through Floating Rate Notes due December 2051.</p>
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See section 9 for a detailed description of the Notes.

Issue Date 25 June 2020

Payment Date The:

- 25th day of each month or if that day is not a Business Day, then the immediately following Business Day; and
- the Final Maturity Date (unless the Notes are redeemed in full on an earlier Payment Date).

The initial Payment Date for the Notes will be the Payment Date scheduled to fall in July 2020.

Final Maturity Date The Payment Date scheduled to fall in December 2051.

Series Collection Period The period from (but excluding) a Determination Date to (and including) the immediately succeeding Determination Date. The first Series Collection Period commences on (but excludes) the Cut-Off Date and ends on (and includes) the first Determination Date.

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

Ratings When issued:

- the Class A1a Notes, Class A1b Notes and the Class A2 Notes are each expected to be assigned a “Aaa(sf)” rating by Moody’s and a “AAAsf” rating by Fitch;
- the Class B Notes are expected to be assigned a “Aa1(sf)” rating by Moody’s;
- the Class C Notes are expected to be assigned a “A1(sf)” rating by Moody’s;
- the Class D Notes are expected to be assigned a “Baa2(sf)” rating by Moody’s;
- the Class E Notes are expected to be assigned a “Ba2(sf)” rating by Moody’s; and
- the Class F Notes are expected to be assigned a “B2(sf)” rating by Moody’s.

When issued, the Class B Notes, the Class C Notes, the Class D Notes, Class E Notes and the Class F Notes are not expected to be rated by Fitch.

The Class G Notes will not be rated.

Governing Law The Notes and all of the Transaction Documents will be governed by the laws of New South Wales.

Selling Restrictions 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 17.

Repo eligibility Application will be made by the Series Manager to the Reserve Bank of Australia (“**RBA**”) for the Class A Notes to be “eligible securities” (or “repo eligible”) for the purposes of repurchase agreements with the RBA.

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

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

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

Listing

The Series Manager may, in its sole discretion, apply for listing of the Class A1a Notes, the Class A1b Notes and/or the Class A2 Notes on the ASX.

2.13 Security

The obligations of Liberty Funding in respect of the Notes are secured by the Series Charge granted by Liberty Funding over the Series Assets in favour of the Series Security Trustee. The Series Security Trustee holds the benefit of the Series Charge on trust for (among others) the Holders of Notes and any other person who is specified as a "Series Secured Creditor".

3 RISK FACTORS

The purchase, and subsequent holding, of the Offered Notes involves significant risk. The Series Manager believes that the risks described below are some of the principal risks inherent in the transaction for Holders and that the discussion in relation to the Offered Notes indicates some of the possible implications for Holders. However, the inability of Liberty Funding to meet a payment on the Offered Notes may occur for other reasons and the Series 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 Holders will be sufficient to ensure that the payment or distribution of a payment is made on a timely or full basis. Prospective investors should read the detailed information set out elsewhere in this Information Memorandum, review the Transaction Documents, make their own independent investigation and seek their own independent advice as to the potential risks involved in purchasing and holding the Offered Notes.

3.1 Limited Recourse

The Offered Notes are issued with the benefit of, and subject to the Series Master Security Trust Deed, the Issue Supplement, the Note Conditions and the Series General Security Deed.

A Holder's recourse against Liberty Funding with respect to the Offered Notes is limited to the Series Assets.

Upon the occurrence of a Series Event of Default, the Series Security Trustee will be entitled to enforce the Series Charge and apply the Series Assets which are charged in favour of the Series Security Trustee for the benefit of the Series Secured Creditors of the Series (which term includes the Holders of the Offered Notes). The Series Security Trustee may incur costs in enforcing the Series Charge, with respect to which the Series Security Trustee will be entitled to indemnification. Any such indemnification will reduce the amounts available to pay interest on and repay principal of the Offered Notes.

3.2 Limited Assets

The Series Assets include Liberty Funding's rights in respect of the Trust Notes and the Authorised Investments of the Series. If the Series Assets are not sufficient to make payments of interest or principal on the Offered Notes, then payments to Holders of the Offered Notes will be reduced.

The rights of the Series Secured Creditors as beneficiaries under the Series Security Trust are restricted. In particular, the Series Secured Creditors have only limited rights with respect to the direction and removal of the Series Manager, Liberty Funding (in respect of the Series), and the Series Security Trustee.

The realisation of the Series Assets and its application towards the Series Secured Money of the Series in accordance with the Series Transaction Documents constitutes a complete discharge of Liberty Funding's liability to each Series Secured Creditor in connection with the Series.

3.3 Limited Credit Enhancement

The amount of credit enhancement provided through the Guarantee Fee Reserve Account Balance and the subordination of:

- the Class A2 Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes, the Class F Trust Notes and the Class G Trust Notes to the Class A1a Trust Notes and the Class A1b Trust Notes;

- the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes, the Class F Trust Notes and the Class G Trust Notes to the Class A2 Trust Notes;
- the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes, the Class F Trust Notes and the Class G Trust Notes to the Class B Trust Notes;
- the Class D Trust Notes, the Class E Trust Notes, the Class F Trust Notes and the Class G Trust Notes to the Class C Trust Notes;
- the Class E Trust Notes, the Class F Trust Notes and the Class G Trust Notes to the Class D Trust Notes;
- the Class F Trust Notes and the Class G Trust Notes to the Class E Trust Notes; and
- the Class G Trust Notes to the Class F Trust Notes,

is limited and could be depleted prior to the payment in full of the Trust Notes.

3.4 Secondary Market Risk

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

3.5 Limited Historical Information

In the Australian market, there is limited historical information regarding the origination and the servicing of housing loans of the type originated by the Trust Originator, and serviced by the Trust Servicer. The Trust Originator has originated housing loans since 1997 and accordingly there is only limited data regarding its origination and servicing history and the performance of such housing loans. Holders of the Offered Notes will bear the risk that the losses and delinquencies on the Housing Loans exceed historical experience and structuring assumptions.

3.6 Early Principal Distributions

Principal collections in respect of the Housing Loans will be repaid to Liberty Funding as Holder of the Trust Notes on each Payment Date and will reduce the principal balance of the Trust Notes. Liberty Funding will use such principal amounts to repay the Holders of the Offered Notes in accordance with the Cashflow Allocation Methodology on each Payment Date and will reduce the principal balance of the Offered Notes. Principal collections will consist of the principal component of scheduled payments and partial or full prepayments. Principal collections may be utilised to meet Liquidity Shortfalls in priority to payment to Holders of the Trust Notes. There can be no assurances as to the amount of principal collections to be received in any Trust Collection Period or the amount retained to meet Liquidity Shortfalls.

Housing Loans are expected to mature prior to the Final Maturity Date of the Offered Notes. This may occur for many reasons, including the fact that a Debtor may enter into a Housing Loan with Secure Funding for the purpose of establishing a repayment history which then allows that Debtor to refinance the Housing Loan with another lender. In addition, a Debtor may choose to make a repayment, in part or in full, of the amount outstanding under a Housing Loan prior to its scheduled maturity. The reasons for the early payment may include, but are not limited to, the level of interest rates, general economic conditions, legal and political conditions, availability of

more competitive funding alternatives, changes in the funding requirements of the Debtor, the overall economic circumstances of the Debtor, or receipts from disposal of assets as part of enforcement proceeds.

If a repayment is received on a Housing Loan during a Trust Collection Period, interest on the Housing Loan will cease to accrue on that portion of the Housing Loan that has been repaid. The amount repaid will be deposited into the Trust Collection Account or invested in Authorised Investments until the next Payment Date, and may earn interest at a rate less than the rate on the Housing Loan. If available interest and interest collections are insufficient to cover such interest shortfall, Secure Funding may not have sufficient funds to pay the full amount of interest due on the Trust Notes on the related Payment Date and Liberty Funding may not have sufficient funds to pay the full amount of interest due on the Offered Notes on the related Payment Date.

Prospective Holders of the Offered Notes who consider any projection of the weighted average life or maturity in determining the price of an Offered Note should be aware that the Offered Notes are subject to maturity and prepayment risk based on the principal payment behaviour of the Housing Loans which may change.

3.7 Consumer protection laws

Consumer Credit Legislation

Some of the Housing Loans are regulated under the National Consumer Credit Protection Act 2009 (Cth) (“**NCCP Act**”), which includes the National Credit Code contained in Schedule 1 of the NCCP Act (“**Consumer Credit Legislation**”).

The Consumer Credit Legislation requires anyone that engages in a credit activity, including by providing credit or exercising the rights and obligations of a credit provider, as defined in the NCCP Act, to be appropriately authorised to do so. This requires those persons either to hold an Australian Credit Licence (“**ACL**”), be exempt from this requirement or be a credit representative of a licensed person.

The Consumer Credit Legislation imposes a range of disclosure and conduct obligations on persons engaging in a credit activity. For example any increase of the credit limit of a regulated loan must be considered and made in accordance with the responsible lending obligations of the Consumer Credit Legislation.

The Consumer Credit Legislation affects all loans that the Trust Originator makes to individuals or strata corporations if those loans are made predominantly for personal, domestic or household purposes (or, after July 2010, loans for investment in residential property or to refinance such loans). For all Debtors who are not consumers and for those Housing Loans which are for business purposes, the Trust Originator obtains, where necessary, a business purpose declaration in the form provided for by the National Credit Code under which the Debtors declare that they are using the relevant finance predominantly for business purposes.

Under the terms of the Consumer Credit Legislation, Secure Funding is a credit provider, as defined in the NCCP Act. Secure Funding must therefore hold an ACL and comply with a range of conduct and disclosure obligations, including those described above.

Failure to comply with the Consumer Credit Legislation may mean that court action is brought by a Debtor or ASIC to:

- (a) grant an injunction preventing a Housing Loan from being enforced (or any other action in relation to the Housing Loan) if to do so would breach the Consumer Credit Legislation;

- (b) order compensation to be paid for loss or damage suffered (or likely to be suffered) as a result of a breach of a civil penalty provision or a criminal offence in the Consumer Credit Legislation;
- (c) if a credit activity has been engaged in without an ACL and no relevant exemption applies, obtain an order it considers appropriate so that no profiting can be made from the activity, to compensate for loss and to prevent loss. This could include an order declaring a contract, or part of a contract, to be void, varying the contract, refusing to enforce, ordering a refund of money or return of property, payment for loss or damage or being ordered to supply specified services;
- (d) in the case of a Debtor, vary the terms of a loan based on the grounds of hardship;
- (e) vary the terms of a loan where the contract may be considered unjust and reopen the transaction that gave rise to the Housing Loan;
- (f) in the case of a Debtor, reduce or cancel any interest rate payable on a Housing Loan which is unconscionable;
- (g) have certain provisions of the Housing Loan or Related Security declared void or unenforceable where they are in breach of specific provisions of the Consumer Credit Legislation; and
- (h) obtain restitution or compensation from Secure Funding in relation to any breach of the Consumer Credit Legislation in relation to a Housing Loan.

Applications may also be made to the Australian Financial Complaints Authority (“**AFC**A”) which has the power to resolve disputes where the amount in dispute is below the relevant threshold (\$1,000,000 for most types of disputes (certain disputes have a higher, and in some cases unlimited, threshold amount)).

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

Where a systemic contravention affects contract disclosures across multiple Housing Loans, there is a risk of a representative or class action. If a Debtor suffers any loss, orders for compensation may be made.

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

Any such order made under any of the above consumer credit laws may affect the timing or amount of interest, fees or charges or principal payments under the relevant Housing Loan (which might in turn affect the timing or amount of interest or principal payments under the Offered Notes).

Breaches of the Consumer Credit Legislation may also lead to civil penalties or criminal fines being imposed. The amount of any civil penalty payable to a Debtor may be set off against any amount payable by the Debtor under a Housing Loan.

With respect to regulated loans, Secure Funding is exposed to civil and criminal liability for certain violations caused in fact by the Trust Servicer or the Trust Originator. If Secure Funding is found to have been in breach of the Consumer Credit Legislation and is ordered to pay a sum of money as a result of that breach, Secure Funding may seek relief under the indemnity provided to

it by the Trust Manager in the Master Management Deed. However, there is no guarantee that the Trust Manager will have the financial capability to pay any civil or criminal penalties which arise from Consumer Credit Legislation violations. Any shortfall between the amount payable by Secure Funding and the amount received from the Trust Manager will be satisfied by Secure Funding from the Assets of the Trust and may ultimately reduce the amount of funds available to make payments of interest and principal on the Offered Notes.

Unfair Terms

In certain circumstances, the terms of the Housing Loans may be subject to review under Part 2 of the Australian Securities and Investments Commission Act 2001 and/or Part 2B of the Fair Trading Act 1999 (Victoria) for being unfair.

Part 2 of the Australian Securities and Investments Commission Act 2001 includes a national regime whereby a term of a standard-form consumer contract or (from 12 November 2016) a small business contract will be unfair, and therefore void, if it causes a significant imbalance in the parties' rights and obligations under the contract, is not reasonably necessary to protect the supplier's legitimate interests and it would cause financial or non-financial detriment to a party if it was relied on. A term that is unfair will be void however, the contract will continue if it is capable of operating without the unfair term.

Under the Victorian regime, a term in a consumer contract would be unfair and therefore void if it is a prescribed unfair term or if a court or tribunal determines that in all the circumstances it causes a significant imbalance in the parties' rights and obligations arising under the contract to the detriment of the consumer.

The national regime commenced on 1 July 2010 while the application of the Victorian regime to credit contracts commenced in June 2009. The Victorian and/or the national unfair terms regime may apply to the Housing Loans, depending on when the Housing Loans were entered into. However, the Victorian version of the regime ceased to apply to new contracts from 1 January 2011.

Housing Loans and Related Security entered into before the application of either the Victorian or the national unfair terms regime will become subject to the national regime going forward if those contracts are renewed or a term is varied (although, where a term is varied, the regime only applies to the varied term).

If any terms in the Housing Loans were found to be unfair, this could lead to some of the expected principal, interest or fees in the Housing Loans not being repaid as expected and affect the yield on the Offered Notes.

Any finding that a term of a Housing Loan is unfair and therefore void may, depending on the relevant term, affect the timing or amount of principal repayments under the relevant Housing Loan which may in turn affect the timing or amount of interest and principal payments under the Offered Notes.

3.8 Delinquency/Default Risk

The failure by Debtors to make payments on the Housing Loans when due may result in Secure Funding having insufficient funds available to make full payments of interest and principal to Liberty Funding as the Holder of the Trust Notes and, consequently, may result in Liberty Funding having insufficient funds available to make full payments of interest and principal to the Holders of the Offered Notes.

If Debtors fail to make payments of interest or principal under the Housing Loans when due, the Trust Servicer has no obligation to make any payments or advances to cover the delinquent payments.

If Debtors fail to make payments of interest or principal under the Housing Loans when due and credit enhancements described in this Information Memorandum are not enough to protect the Notes from the Debtors' failure to pay, then Liberty Funding may not have enough funds to make full payments of interest and principal due on the Offered Notes. Consequently, the yield on the Offered Notes could be lower than expected and Holders of the Offered Notes could suffer losses.

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 Housing Loans. In particular, if interest rates increase significantly, Debtors may experience distress and increased default rates on the Housing Loans may result. In addition, under Consumer Credit Legislation, a court may order a Housing Loan to be varied on the grounds of hardship (see section 3.7).

If a Debtor defaults on payments under a Housing Loan and the Trust Servicer enforces the mortgage 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 such sale. Any delay or loss incurred in this process may affect the ability of Liberty Funding to make payments, and the timing of those payments, in respect of the Offered Notes. A realised loss may be allocated on the Offered Notes, and Holders of the Offered Notes may suffer a loss.

3.9 Seasoning of the Housing Loans

As of the Cut-Off Date some of the Housing Loans may not be fully seasoned and may display different characteristics until they are fully seasoned. In addition, defaults on Housing Loans tend to occur at higher rates during the early years of the Housing Loans. As a result, the Trust may experience higher rates of defaults than if the Housing Loans had been outstanding for a longer period of time.

3.10 Termination of Appointment of Secure Funding (as trustee of the Trust)

The appointment of Secure Funding (as trustee of the Trust) may be terminated in certain circumstances. See section 13.3. If the appointment of Secure Funding (as trustee of the Trust) is terminated, a substitute will need to be found to perform the trustee role for the Trust. The appointment of a substitute will not have effect until a Rating Notification has been provided. 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.

To minimise the risk of finding a suitable substitute trustee, the Master Trust Deed provides that Perpetual Trustee Company Limited (“**Perpetual**”) must use its best endeavours, from the date of termination of the appointment of Secure Funding (as trustee of the Trust), until the earlier of the appointment of a new trustee and the retirement of Perpetual as Trust Standby Trustee, act as trustee of the Trust and as issuer of the Trust Notes.

3.11 Termination of Appointment of Liberty Financial as the Trust Manager and the Trust Servicer

The appointment of Liberty Financial as the Trust Manager and the Trust Servicer may be terminated in certain circumstances. See section 13.5 and section 13.6 respectively. If the appointment of Liberty Financial as either the Trust Manager or the Trust Servicer is terminated, a substitute will need to be found to perform the relevant role for the Trust. 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.

To minimise the risk of finding a suitable substitute Trust Servicer, Secure Funding and the Trust Servicer have entered into the Master Servicer Deed with Perpetual as “Trust Standby Servicer”. Furthermore, in order to minimise the risk of finding a suitable substitute Trust Manager, Secure Funding and the Trust Manager have entered into the Master Management Deed with Perpetual as “Trust Standby Manager”. Perpetual has agreed to act as Trust Servicer or Trust Manager (as the case may be) from the date of termination of the appointment of the Trust Manager or the Trust Servicer (as the case may be) until the earlier of the appointment of a replacement Trust Manager or Trust Servicer (as applicable) and the retirement of Perpetual as Trust Standby Manager or Trust Standby Servicer (as applicable).

3.12 Termination of Appointment of Liberty Financial as the Series Manager

The appointment of Liberty Financial as the Series Manager may be terminated in certain circumstances. See section 14.7. If the appointment of the Series Manager is terminated, a substitute will need to be found to perform the role of Series Manager for the Series. The appointment of a substitute will not have effect until a Rating Notification has been provided. 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.

To minimise the risk of finding a suitable substitute Series Manager, Liberty Funding and the Series Manager have entered into the Series Management Deed with Perpetual as “Series Standby Manager”. Perpetual has agreed to act as Series Manager from the date of termination of the appointment of the Series Manager until the earlier of the appointment of a replacement Series Manager and the retirement of Perpetual as Series Standby Manager.

3.13 Series Master Security Trust Deed and Series General Security Deed

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

Following the enforcement of the Series Charge and sale of the Series Assets, the Series Security Trustee will be required to apply moneys otherwise available for distribution in the order of priority described in section 12.4. However, no assurance can be given that the Series Security Trustee will be in a position to sell the Series Assets for an amount equal to the then outstanding amount under the Housing Loans held in the Trust. Accordingly, the Series Security Trustee may not be able to realise an amount equal to the full value of the underlying Housing Loans.

The moneys available to the Series Security Trustee for distribution may not be sufficient to satisfy in full the claims of all or any of the Series Secured Creditors and this may have an impact upon Liberty Funding’s ability to repay all amounts outstanding in relation to the Offered Notes and absent sufficient credit support, Holders of the Offered Notes may suffer a loss.

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

3.14 Nature of Security

Under the Series General Security Deed, Liberty Funding grants a security interest over all the Series Assets in favour of the Series Security Trustee to secure the payment of monies owing to

the Series Secured Creditors, including, among others, the Holders of the Notes, the Series Security Trustee, the Series Registrar and the Series Manager.

The security interest operates as a floating charge over the Series Collateral which constitute “revolving assets” and a fixed charge over all other Series Collateral (which includes the Trust Notes).

The Series General Security Trust Deed provides that Liberty Funding may only deal with the Series Collateral the subject of the fixed charge (including the Trust Notes) if expressly permitted to do so under the Series Transaction Documents of the Series Security Trustee (at the direction of an Extraordinary Resolution of the Voting Secured Creditors) consents.

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

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

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

If at any time there is a conflict between a duty the Series Security Trustee owes to a Series Secured Creditor, or a class of Series Secured Creditor, of the Series and a duty the Series Security Trustee owes to another Series Secured Creditor, or class of Series Secured Creditor, of the Series, the Series Security Trustee must give priority to the duties owing to the Voting Secured Creditors.

3.16 Ratings

The credit ratings of the Offered Notes should be evaluated independently from similar ratings on other types of notes or securities. A credit rating by a 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 that Designated Rating Agency. A revision, suspension, qualification or withdrawal of the credit rating of the Offered Notes may adversely affect the price of the Offered Notes. If a Designated Rating Agency changes its rating or withdraws its rating, no party has any obligation to provide additional credit enhancement or restore the original rating. In addition, the credit ratings of the Offered Notes do not address the expected timing of principal repayments under the Offered Notes, only that principal will be received no later than the Final Maturity Date of that Offered Note.

3.17 BBSW

Interest rate benchmarks (such as BBSW) have been and continue to be the subject of national and international regulatory guidance and proposals for reform. These reforms may cause such

benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Offered Notes.

In Australia, examples of reforms that are already effective include the replacement of the Australian Financial Markets Association as BBSW administrator with ASX, changes to the methodology for calculation of BBSW, and amendments to the Corporations Act 2001 (Cth) made by the Treasury Laws Amendment (2017 Measures No. 5) Act 2018 (Cth) which, among other things, enable ASIC to make rules relating to the generation and administration of financial benchmarks. On 6 June 2018, ASIC designated BBSW as a “significant financial benchmark” and made the ASIC Financial Benchmark (Administration) Rules 2018 and the ASIC Financial Benchmarks (Compelled) Rules 2018.

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

Investors should be aware that the Reserve Bank of Australia (“RBA”) has recently expressed a view that calculations of BBSW using 1 month tenors are not as robust as calculations using tenors of 3 months or 6 months, and that users of 1 month tenors such as the securitisation markets should be preparing to use alternative benchmarks such as the RBA cash rate or 3 month BBSW. If one of these alternative methods of calculating the benchmark reference rate for Australian securitisation transactions becomes standard and does not apply to the Offered Notes (which currently reference 1 month BBSW), this could have a material adverse effect on the value and/or liquidity of the Offered Notes.

For the purposes of determining payments of interest on the Offered Notes, investors should be aware that the Conditions provide for a fall back arrangement in the event that the relevant published benchmark cannot be determined for an Interest Period.

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

Any such fall back rates may also, at the relevant time, be difficult to calculate, be more volatile than originally anticipated or not reflect the funding cost or return anticipated by investors.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by BBSW reforms and the potential for BBSW to be discontinued in making any investment decision with respect to any Offered Notes.

3.18 Goods and Services Tax (“GST”)

The GST in Australia may decrease the funds otherwise available to the Trust and Secure Funding to make payments on the Trust Notes or the funds otherwise available to Liberty Funding to make payments on the Offered Notes.

A GST is payable on a taxable supply which is made by an entity which is registered or required to be registered for GST. Some service providers that provide services to the Trust or Liberty Funding will be liable for GST in respect of such supplies and may pass on that additional cost to the Trust or Liberty Funding (as the case may be) where the supplier has a contractual entitlement to do so. To the extent that the Trust or Liberty Funding (as the case may be) cannot recoup the amount it pays to a service provider on account of GST, by way of an equivalent input tax credit or reduced input tax credit, it may have less funds available to meet its obligations. In certain circumstances, the Trust or Liberty Funding (as the case may be) may also have a direct liability to pay GST to the Australian Taxation Office.

3.19 Geographic Concentration of Housing Loans

As at the Issue Date, approximately 31.72% (by balance outstanding as of the Cut-Off Date) of Housing Loans will be secured by properties located in New South Wales, approximately 41.79% (by balance outstanding as of the Cut-Off Date) of Housing Loans will be secured by properties located in Victoria, approximately 12.72% (by balance outstanding as of the Cut-Off Date) of Housing Loans will be secured by properties in Queensland and approximately 6.81% (by balance outstanding as of the Cut-Off Date) of Housing Loans will be secured by properties in Western Australia.

New South Wales is the largest state in Australia by population and New South Wales' capital city, Sydney, is the largest city in Australia by population. Victoria is the second largest state in Australia by population and Victoria's capital city, Melbourne, is the second largest city in Australia by population. Queensland is the third largest state in Australia by population and Queensland's capital city, Brisbane, is the third largest city in Australia by population. Western Australia is the fourth largest state in Australia by population and Western Australia's capital city, Perth, is the fourth largest city 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 Housing Loans in these regions missing scheduled instalments or defaulting on those Housing Loans. In such circumstances, the values of properties in those regions may also fall, leading to the possibility of a loss in the event of enforcement and, absent sufficient credit support, a realised loss may be allocated to the Offered Notes.

In addition, these states or regions may experience natural disasters (including bushfires), which may not be fully insured against and which may result in property damage and losses on the Housing Loans. These events may have an impact on the funds available to the Trust, which could cause Holders of the Offered Notes to suffer losses.

None of Liberty Funding, the Series Manager, Secure Funding, the Trust Manager or the Trust Servicer can quantify whether there has been a decline in the value of properties since the settlement of the Housing Loans or the extent to which there may be a decline in the value of properties in the future.

3.20 Breach of Representation or Warranty

The Trust Originator will make certain representations and warranties to Secure Funding and to the Trust Security Trustee in relation to the Housing Loans to be assigned or Redesignated (as the case may be) to Secure Funding, as of the Cut-Off Date. The only remedy for a breach of a related representation or warranty is an action against the Trust Originator for any damage suffered by Secure Funding as a result of a breach. In the event such party cannot pay any such damages, Secure Funding may experience a loss on such Housing Loans.

3.21 Ability to Change Features of Housing Loans

The Trust Manager may initiate certain changes to the Housing Loans. Most frequently, the Trust Manager will change the interest rate applying to a Housing 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 Housing Loans.

As a result of such changes, the characteristics of the Housing Loans as of the Cut-Off Date may differ from the characteristics of the Housing Loans at any other time. If the Trust Manager elects to change certain features of the Housing Loans, this could result in different rates of principal repayment on the Offered Notes than initially anticipated.

3.22 Information Memorandum Responsibility

The Series Manager, not Liberty Funding, takes primary responsibility for the Information Memorandum. As a result, in the event a Holder of an Offered Note suffers a loss due to any untrue statement of a material fact contained in this Information Memorandum, or any omission to state therein a material fact required to be stated in order to make the statements therein, in light of the circumstances under which they were made, not misleading, such Holder will not have recourse to the assets of Liberty Funding, except in respect of the Series, or the Series Assets.

3.23 Australian Economic Conditions

If the Australian economy were to experience a downturn, an increase in unemployment, a fall in real property values, further increases in interest rates or any combination of these factors, delinquencies or losses on the Housing Loans might increase, which might cause losses to be allocated to the Offered Notes.

3.24 Australian Tax Reform Proposals

There are certain proposed measures, which, depending on the form in which they are ultimately enacted, may impact the tax treatment of the Trust and/or the Series. To the extent that the proposed changes result in Secure Funding and/or Liberty Funding having less funds available to meet its respective obligations (which should be unlikely), the Holders of the Offered Notes may suffer a loss.

3.25 Interest Withholding Tax

If any Australian interest withholding tax is withheld or deducted from payments in relation to interest on the Offered Notes, Holders of the Offered Notes will not be entitled to receive any additional (or grossed-up) amounts to compensate for the withholding tax. In that case, Holders of the Offered Notes will receive less interest than is scheduled to be paid on each Payment Date and may receive less principal at the maturity date of the Offered Notes.

3.26 Termination of any Interest Rate Swap

Secure Funding will exchange the interest payments from the Housing Loans for variable rate payments based on the Bank Bill Rate. If an Interest Rate Swap is terminated or the relevant Interest Rate Swap Provider fails to perform its obligations, Holders of the Offered Notes will be exposed to the risk that the floating rate of interest payable on the Offered Notes will be greater than the discretionary fixed rate set by the Trust Servicer on the fixed rate Housing Loans.

3.27 Termination Payments Under the Interest Rate Swap

On the termination of the Interest Rate Swap, a termination payment will be due either from Secure Funding to the Interest Rate Swap Provider or vice versa. If the Interest Rate Swap Provider is required to make a termination payment to Secure Funding on termination of the

Interest Rate Swap, then the Trust will be exposed to credit risk in relation to the capacity of the Interest Rate Swap Provider to make that termination payment.

3.28 The availability of the Liquidity Facility with respect to payment on the Offered Notes will ultimately be dependent on the financial condition of National Australia Bank Limited

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

There are provisions in the Liquidity Facility Agreement that provide for the replacement of National Australia Bank Limited as Liquidity Facility Provider or the posting of collateral by National Australia Bank Limited, in the event that the ratings of National Australia Bank Limited are reduced below certain levels provided for in the Liquidity Facility Agreement.

There is no assurance that:

- (a) Secure Funding would be able to find a replacement for National Australia Bank Limited as Liquidity Facility Provider; or
- (b) National Australia Bank Limited will post collateral in the full amount required under the terms of the Liquidity Facility Agreement.

If National Australia Bank Limited (or any replacement liquidity facility provider) encounters financial difficulties which impede or prohibit the performance of its obligations under the Liquidity Facility Agreement, Secure Funding may not have sufficient funds to timely pay the full amount of interest due on the Trust Notes, and in turn Liberty Funding may not have sufficient funds to timely pay the full amount of interest due on the Offered Notes.

3.29 Origination Criteria

The Trust Originator's underwriting standards may be less restrictive from those of other Australian mortgage lenders with respect to a Debtor's credit history and other facts. A lack of credit history will not necessarily prevent the Trust Originator from making a loan. As a result, the Trust may experience higher rates of delinquencies, defaults and losses than if the Housing Loans were underwritten in a manner which is consistent with prime mortgage lenders.

3.30 Not Suitable for All Investors

The Offered Notes are not a suitable investment for any investor that requires a regular or predictable schedule of payments or payment on any specific date. The Offered Notes are complex investments that should be considered only by investors who, either alone or with their financial, tax and legal advisors, have the expertise to analyse the prepayment, reinvestment, default and market risk, the tax consequences of an investment, and the interaction of these factors.

Mortgage-backed securities, like the Offered Notes, usually produce more returns of principal to investors when market interest rates fall below the interest rates on the Housing Loans and produce less returns of principal when market interest rates rise above the interest rates on the Housing Loans. If Debtors refinance their Housing Loans as a result of lower interest rates, Holders of the Offered Notes will receive an unanticipated payment of principal. As a result, Holders of the Offered Notes are likely to receive more money to reinvest at a time when other investments generally are producing a lower yield than that on the Offered Notes and are likely to

receive less money to reinvest when other investments generally are producing a higher yield than that on the Offered Notes. Holders of the Offered Notes will bear the risk that the timing and amount of distributions on the Offered Notes will prevent them from attaining the desired yield.

3.31 Yield to Maturity

The pre-tax yield to maturity on the Offered Notes is uncertain and will depend on a number of factors. One such factor is the uncertain rate of return of principal. The amount of distributions of principal on the Offered Notes and the time when those distributions are received depend on the amount and the times at which Debtors make principal payments on the Housing Loans. The principal payments may be regular scheduled payments or unscheduled payments resulting from prepayments of the Housing Loans.

3.32 Proceeds on Enforcement

If a Series Event of Default occurs and the Series Charge granted under the Series General Security Deed is enforced prior to the Final Maturity Date, the amounts available to the Holders of the Offered Notes will be limited to the Series Assets. If the realised enforcement process requires some or all of the Series Assets to be liquidated, then the realised proceeds of such liquidation may be affected by general conditions in Australia or elsewhere at the relevant time, including but not limited to market, political, legal, economic or conditions of another nature. If such conditions are adverse at the time of enforcement, then the liquidation proceeds may be lower than they would have been at other times which may cause losses to be allocated to the Notes.

3.33 Personal Property Security regime

A personal property securities regime commenced operation throughout Australia on 30 January 2012 (“**PPSA Start Date**”). The Personal Property Securities Act 2009 (Cth) (“**PPSA**”) established a national system for the registration of security interests in personal property, together with rules for the creation, priority and enforcement of security interests in personal property.

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

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

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

The security granted by Liberty Funding under the Series General Security Deed is a security interest under the PPSA. The security granted by Secure Funding under the Trust General

Security Deed and the transfer of Housing Loans from each Seller Series and each Seller Trust to Secure Funding are security interests under the PPSA. The Series Manager and the Trust Manager, as applicable, intend to effect registrations of these security interests by way of a registration on the Personal Property Securities Register. The Transaction Documents may also contain other security interests. Each of the Series Manager and the Trust Manager has undertaken in the Issue Supplement and the Supplementary Terms Notice (as applicable) that if it determines that any other such security interests arise and that failure to perfect those security interests could have material adverse effect upon the Series Secured Creditors or the Trust Secured Creditors (as applicable) that it will give certain directions to take appropriate action to perfect such security interests under the PPSA.

Under the Trust General Security Deed, Secure Funding has agreed to not do anything to create any encumbrances over the Assets of the Trust other than in accordance with the Transaction Documents. Under the Series General Security Deed, Liberty Funding has agreed to not do anything to create any encumbrances over the Series Assets other than in accordance with the Transaction Documents.

However, under Australian law:

- dealings by Secure Funding or Liberty Funding with the Assets of the Trust or the Series Assets (as applicable) in breach of such undertaking may nevertheless have the consequence that a third party acquires title to the relevant Assets of the Trust or the Series Assets (as applicable) free of the security interest created under the Trust General Security Deed or Series General Security Deed (as applicable) or another security interest over such Assets of the Trust or the Series Assets (as applicable) has priority over that security interest; and
- contractual prohibitions upon dealing with the Assets of the Trust or the Series Assets (as applicable) (such as those contained in the Trust General Security Deed and the Series General Security Deed) will not of themselves prevent a third party from obtaining priority or taking such Assets of the Trust or the Series Assets (as applicable) free of the security interest created under the Trust General Security Deed or the Series General Security Deed (as applicable) (although the Trust Security Trustee or the Series Security Trustee (as applicable) would be entitled to exercise remedies against Secure Funding or Liberty Funding (as applicable) in respect of any such breach by Secure Funding or Liberty Funding).

Whether this would be the case, depends upon matters including the nature of the dealing by Secure Funding or Liberty Funding, the particular Asset of the Trust or the Series Assets (as applicable) concerned and the agreement under which it arises and the actions of the relevant third party.

There is uncertainty on aspects of the implementation of the PPSA regime because the PPSA significantly alters the law relating to secured transactions. There are issues and ambiguities in respect of which a market view or practice will evolve over time.

3.34 EU Securitisation Regulation

Please refer to the section entitled “EU Securitisation Regulation” on page vi of this Information Memorandum for further information on the implications of the EU Due Diligence and Retention Rules for certain investors in the Offered Notes.

3.35 Japanese Due Diligence Rules

Under the notices published by the Japanese Financial Services Agency (the "**JFSA**") which came into effect on 31 March 2019 with respect to proposed changes to regulatory capital requirements applicable to Japanese banks and certain other financial institutions (the "**Notices**"), new due diligence rules are established for such investors with respect to any securitisation exposure acquired by them (the "**Japan Due Diligence Rules**"). The Japan Due Diligence Rules apply to all Japanese banks, all Japanese credit unions and credit co-operatives, the Norinchukin Bank, the Shoko Chukin Bank and ultimate parent companies of large securities companies (each, a "**Japan Obligated Entity**").

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

- (a) establish an appropriate risk assessment system to be applied to the relevant securitisation exposure and the underlying assets of such securitisation exposure; and
- (b) either:
 - (i) confirm that the originator of the securitisation transaction in respect of the securitisation exposure retains not less than 5% interest in an appropriate form (the "**Originator Retention Requirement**"); or
 - (ii) determine that the underlying assets of the securitisation transaction in respect of the securitisation exposure are appropriately originated, considering the originator's involvement with the underlying assets, the nature of the underlying assets or any other relevant circumstances (the "**Appropriate Origination Requirement**").

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

There remains, nonetheless, a relative level of uncertainty at the current time as how the Japan Due Diligence Rules will be interpreted and applied to any specific securitisation transaction.

At this time, prospective investors should understand that there are a number of unresolved questions and no established line of authority, precedent or market practice that provides definitive guidance with respect to the Japan Due Diligence Rules, and no assurances can be made as to the content, impact or interpretation of the Japan Due Diligence Rules. Whether and to what extent the JFSA may provide further clarification or interpretation as to the Japan Due Diligence Rules is unknown.

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

Liberty Financial, as originator for the purposes of the Japan Due Diligence Rules, will undertake to retain, on an ongoing basis, a material net economic interest of not less than 5% in this securitisation transaction.

Any failure to satisfy the Japan Due Diligence Rules in respect of (a) or (b) above may, amongst other things, have a negative impact on the value and liquidity of the Notes, and otherwise affect the secondary market for the Notes. Failure by the Japan Obligated Entity to satisfy the Japan Due

Diligence Rules may occur if (amongst other things) there is a change in the Japan Due Diligence Rules or if insufficient interest is held by the originator.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the applicability and scope of the Japan Due Diligence Rules; (ii) as to the sufficiency of the information described in this Information Memorandum, and which may otherwise be made available to investors and (iii) as to their compliance with the Japan Due Diligence Rules. None of Liberty Funding, the Arranger, the Joint Lead Managers, the Dealers, the Liquidity Facility Provider, the Interest Rate Swap Provider or any other party to the Transaction Documents (i) makes any representation that the performance of the undertakings described above, the making of the representations and warranties described above, and the information described in this Information Memorandum, or any other information which may be made available to investors, are or will be sufficient for the purposes of any Japan Obligated Entity's compliance with the Japan Due Diligence Rules, (ii) has any liability to any prospective investor or any other person for any insufficiency of such information or any non-compliance by any such person with the Japan Due Diligence Rules or any other applicable legal, regulatory or other requirements, or (iii) has any obligation to provide any further information or take any other steps that may be required by any Japan Obligated Entity to enable compliance by such person with the requirements of the Japan Due Diligence Rules or any other applicable legal, regulatory or other requirements.

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

None of the Arranger, any Joint Lead Manager, any Dealer, the Liquidity Facility Provider or the Interest Rate Swap Provider has any responsibility to maintain or enforce compliance with the Japan Due Diligence Rules.

3.36 FATCA

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

FATCA withholding

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

Among other requirements, a "foreign financial institution" as defined under FATCA (an "**FFI**"), which might include Liberty Funding, Secure Funding and the Trust, will be required to (i) enter into an agreement with the IRS to provide certain information about its U.S. account holders and investors (e.g., holders of Offered Notes) and thereby become a "**participating FFI**", (ii) comply with the rules relating to and/or the terms of an applicable intergovernmental agreement implementing FATCA with respect to a specific jurisdiction (e.g., the Australian IGA, as defined below) or (iii) otherwise be deemed compliant under FATCA, to avoid the imposition of a 30% withholding tax on certain U.S. source payments it receives. Further, where an FFI does not

comply with FATCA, FATCA withholding may be imposed on certain “foreign passthru payments” it receives.

A withholding tax may also be imposed under FATCA on certain payments made by a compliant FFI to (a) an FFI through or to which payment on the Offered Notes is made that is not a participating FFI or an FFI that is deemed to comply with FATCA (a “**non-participating FFI**”) or (b) a recalcitrant account holder that does not provide adequate information to Liberty Funding or any paying agent in relation to its FATCA status. More specifically, pursuant to these rules, it is possible that FATCA withholding may be triggered on payments by Liberty Funding to a Holder of Offered Notes if Liberty Funding complies with the Australian IGA and a Holder of Offered Notes fails to (a) comply with certain documentation or information requests by Liberty Funding, (b) provide certification to Liberty Funding certifying whether it is a U.S. person, or (c) in the case of a Holder of Offered Notes that is a “passive non-financial foreign entity” (generally an entity that derives more than 50% of its income from passive sources or 50% of its assets produce passive income), certify whether it has any U.S. owners over a certain ownership threshold.

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

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

Australian IGA

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

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

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

No additional amounts paid as a result of FATCA withholding

To the extent amounts paid to or from Liberty Funding are subject to FATCA withholding, there will be no “gross up” (or any additional amount) payable by way of compensation to any Holders

of Offered Notes for the deducted or withheld amount. In addition, Liberty Funding may be required to comply with certain obligations as a result of FATCA and the Australian IGA Legislation. Liberty Funding's ability to satisfy such obligations may depend on each Holder providing, or causing to be provided, any information and tax documentation, including information concerning the direct or indirect owners of such Holder, that Liberty Funding determines are necessary to satisfy such obligations. In addition, Holders of Offered Notes may be required to provide any information and tax documentation that Liberty Funding determines are necessary to comply with FATCA, the Australian IGA or related implementing rules.

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

3.37 Common Reporting Standard

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

3.38 Ipso Facto Moratorium

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

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

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

The ipso facto reform deems contractual rights unenforceable if they arise for specified reasons. In effect, the reform imposes a stay or moratorium on the enforcement of contractual rights while the company is subject to the Applicable Procedure (the “**stay**”). The length of the stay depends on the Applicable Procedure and the type of stay concerned.

In summary:

- **Appointment Trigger:** Any right which triggers for the reason of the appointment of administrators, receivers or the proposal of an arrangement or compromise to creditors to avoid being wound up or the Court extends the stay, in insolvency will not be enforceable.
- **Financial Position Protection:** Any rights which arise for the reason of adverse changes in the financial position of a company which is in administration, has receivers appointed or is proposing or subject to a scheme to avoid being wound up in insolvency will not be enforceable. That is, the company has protection as a result of adverse changes in its

financial position during the Applicable Procedure. Once the Applicable Procedure has ended, the financial position protection also ends (except in limited exceptions where the company is wound up, in which case the financial position protection continues).

- Anti-Avoidance: The Corporations Act (as amended by the TLA Act) contains very broad anti-avoidance provisions. For example:
 - (i) The Corporations Act (as amended by the TLA Act) deems that any contractual provision which is “in substance contrary to” the stay will also be unenforceable.
 - (ii) Any self-executing provision which is expressed to automatically trigger rights otherwise subject to the stay is unenforceable.

The ipso facto reform applies to contracts, agreements or arrangements entered into on or after 1 July 2018. Contracts, agreements or arrangements entered into before 1 July 2023 that are a result of novations or variations of a contract, agreement or arrangement entered into before 1 July 2018 will not be subject to the stay.

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

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

3.39 Basel Capital Accord

The Basel Committee on Banking Supervision (the “**Basel Committee**”) approved significant changes to the Basel II framework in 2011 (such changes being commonly referred to as “**Basel III**”). In particular, Basel III provides for a substantial strengthening of prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systematically important banks) and to establish a leverage ratio “backstop” for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio (“**LCR**”) and the Net Stable Funding Ratio (“**NSFR**”). The LCR and NSFR requirements have already been implemented in Australia through Australian Prudential Standard 210 *Liquidity*.

The Basel Committee has proposed further reforms to Basel III, including an introduction of capital floors based on standardised approaches. In December 2017, the Basel Committee agreed to further reforms to Basel III, including reforms relating to the standardised and internal ratings-based approaches for credit risk, and a revised output floor. The Basel Committee expects member countries to implement these 2017 reforms, sometimes referred to as Basel IV, by 1 January 2022 (with the exception of those relating to the output floor which will be phased in from 1 January 2022).

In Australia, the Australian Prudential Regulation Authority (“**APRA**”) has implemented prudential standards, practice guides and reporting requirements to give effect to these reforms. A revised Australian Prudential Standard 120 *Securitisation* (“**APS 120**”) took effect from 1 January 2018. The revised APS 120 seeks to adopt certain elements of the Basel III framework.

Implementation of the Basel framework and the revised APS 120 and any changes as described above may have an impact on the capital requirements in respect of the Offered Notes and/or on

incentives to hold the Offered Notes for investors that are subject to requirements that follow the revised framework including APS 120 and, as a result, they may affect the liquidity and/or value of the Offered Notes.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Offered Notes and as to the consequences for and effect on them of any changes to the Basel framework including APS 120 and the other changes described above and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

3.40 Regulatory reforms may impact on the Offered Notes, the Trust or Liberty Funding

Changes in the regulation of mortgage loans and lenders such as Secure Funding or Liberty Funding, by consumer or prudential regulators in Australia, may have an impact on the business and assets of Secure Funding and Liberty Funding and have an impact on the Offered Notes. Investors should consult with their own legal, regulatory, tax, business, financial, accounting and investment advisors regarding the potential impact on them and the related compliance issues.

No assurance can be given that any regulatory reforms will not have an impact on the regulation of the Trust or Liberty Funding.

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

An outbreak of the Pandemic COVID-19 occurred in January 2020. In an effort to contain the spread of the virus, governments throughout the world implemented measures including travel bans, quarantines, social distancing and restrictions on public gatherings and commercial activity. These measures adversely impacted the global and domestic economies resulting in economic contraction.

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

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

Furthermore, as a result of the measures described above, many organisations (including courts and federal and state agencies) have either closed offices or implemented policies requiring their employees to work at home. These policies are dependent upon a number of factors to be successful, including the proper functioning of external infrastructure and information technology systems which may be out of the control of the organisation. Accordingly, there may be disruptions in routine functions and processes (such as enforcement action) relevant to the servicing and administration of the Housing Loans, which may affect the Trust Servicer's ability to collect amounts owing in respect of the Housing Loans.

The Australian Government and the governments of the States and Territories of Australia have announced various stimulus packages to provide relief for consumers and businesses in direct or

indirect financial difficulty as a result of COVID-19. These are in various stages of implementation and there can be no assurances that any government assistance, including support given directly to borrowers in respect of the Housing Loans, to the Trust Servicer or through the capital or credit markets will be sufficient to alleviate the risks outlined above.

As at the Cut-Off Date, the indicative Housing Loan pool does not contain Housing Loans that are the subject of COVID-19 financial hardship arrangements.

4 DESCRIPTION OF THE HOUSING LOANS

4.1 Acquisition of Housing Loans

The Housing Loans are originated by the Trust Originator into either a Seller Trust or a Seller Series (each a “**Seller**”). The terms upon which the Housing Loans are originated are set out in section 5.7.

With effect from the close of business on the Issue Date, the rights and benefits in respect of the relevant Housing Loans and Related Securities to be acquired by or Redesignated to the Trust on the Issue Date will be transferred from each Seller to the Trust in consideration for the payment of the outstanding principal amount of the Housing Loans and any accrued interest in respect of such Housing Loans. With effect from the Cut-Off Date, Secure Funding will be entitled to receive all Collections in respect of them.

The transfer of the Housing Loans and Related Securities from each Seller Series will constitute an assignment of the ownership of the Housing Loans and the Related Securities from the Seller Series to the Trust. The Redesignation of Housing Loans and Related Securities from a Seller Trust to the Trust is made in accordance with the provisions of the Master Trust Deed and constitutes a transfer of the ownership of the Housing Loans and Related Securities from the Seller Trust to the Trust.

4.2 General Loan Characteristics

The Housing Loans are loans secured by first registered mortgages over residential real estate. Also included in the pool are Housing Loans secured by multiple residential real estate properties. Scheduled payments are typically made by direct debit from the accounts of the respective Debtors, and are credited to a bank account established and controlled by Secure Funding.

On each Payment Date, the Trust Servicer will reset the interest rate on the Housing Loans so that the weighted average Borrower Rate for the Housing Loans is a rate at least equal to the greater of:

- (a) the Threshold Rate; and
- (b) the aggregate of the Bank Bill Rate and the Required Margin.

The interest rate on the Housing Loans is a floating rate or a fixed rate. A Debtor may not convert the floating rate payable on the relevant Housing Loan to a fixed rate unless an appropriate interest rate swap agreement is in place.

The Housing Loans are prepayable in full or in part at any time. Other fees may include but are not limited to partial prepayments, various administration fees and default interest fees. Any such fees are considered as part of the “Other Income” of the Trust for the Trust Collection Period in which they are acquired by Secure Funding.

4.3 Housing Loan Information

The data set out in this section has been produced on the basis of the information available in respect of the Housing Loans to be acquired or Redesignated to the Trust as at the Cut-Off Date.

(a) Housing Loans by Current Interest Type

Approved Mortgages by Current Interest Type						
Repayment Type	No. of Loans	Outstanding Balance	Original Balance	Property Valuation	% by Number	% by Outstanding
Fixed	0	\$ -	\$ -	\$ -	0.00%	0.00%
Fixed then Variable	78	\$ 34,351,233	\$ 34,894,095	\$ 45,307,402	3.30%	4.29%
Variable	2,287	\$ 765,649,306	\$ 807,099,770	\$ 1,304,721,719	96.70%	95.71%
Total	2,365	\$ 800,000,539	\$ 841,993,865	\$ 1,350,029,121	100.00%	100.00%

(b) Housing Loans by Current LVR (Loan to Value Ratio)

Approved Mortgages by Current Loan to Value Ratio						
LVR Band	No. of Loans	Outstanding Balance	Original Balance	Property Valuation	% by Number	% by Outstanding
Less than or equal to 50%	690	\$ 133,937,750	\$ 155,285,383	\$ 410,052,717	29.18%	16.74%
Greater than 50% less than or equal to 60%	340	\$ 116,979,534	\$ 124,190,970	\$ 211,083,738	14.38%	14.62%
Greater than 60% less than or equal to 70%	427	\$ 176,350,110	\$ 181,789,593	\$ 268,335,030	18.05%	22.04%
Greater than 70% less than or equal to 80%	598	\$ 259,654,250	\$ 264,287,937	\$ 335,859,664	25.29%	32.46%
Greater than 80% less than or equal to 90%	144	\$ 51,427,842	\$ 53,586,510	\$ 60,454,600	6.09%	6.43%
Greater than 90% less than or equal to 95%	37	\$ 12,229,071	\$ 12,665,002	\$ 13,346,322	1.56%	1.53%
Greater than 95%	129	\$ 49,421,982	\$ 50,188,470	\$ 50,897,050	5.45%	6.18%
Total	2,365	\$ 800,000,539	\$ 841,993,865	\$ 1,350,029,121	100.00%	100.00%

(c) Housing Loans by Loan Seasoning

Approved Mortgages by Seasoning Distribution						
Seasoning Band	No. of Loans	Outstanding Balance	Original Balance	Property Valuation	% by Number	% by Outstanding
Less than or equal to 6 months	582	\$ 221,584,955	\$ 225,854,038	\$ 369,963,722	24.61%	27.70%
Greater than 6 months less than or equal to 12 months	1,166	\$ 431,936,425	\$ 447,696,293	\$ 720,105,049	49.30%	53.99%
Greater than 12 months less than or equal to 24 months	145	\$ 57,625,730	\$ 59,989,740	\$ 87,438,800	6.13%	7.20%
Greater than 24 months less than or equal to 36 months	7	\$ 4,209,600	\$ 4,268,286	\$ 6,024,500	0.30%	0.53%
Greater than 36 months less than or equal to 48 months	14	\$ 4,524,810	\$ 5,309,994	\$ 7,470,000	0.59%	0.57%
Greater than 48 months less than or equal to 60 months	159	\$ 37,682,352	\$ 44,696,901	\$ 73,567,300	6.72%	4.71%
Greater than 60 months	292	\$ 42,436,307	\$ 54,178,612	\$ 85,459,750	12.35%	5.30%
Total	2,365	\$ 800,000,539	\$ 841,993,865	\$ 1,350,029,121	100.00%	100.00%

(d) Housing Loans by Geographic Location

Approved Mortgages by Geographic Distribution						
Geographic Location	No. of Loans	Outstanding Balance	Original Balance	Property Valuation	% by Number	% by Outstanding
Australian Capital Territory - Inner City	0	\$ -	\$ -	\$ -	0.00%	0.00%
Australian Capital Territory - Metro	31	\$ 10,861,201	\$ 12,679,703	\$ 16,625,530	1.31%	1.36%
Australian Capital Territory - Non Metro	0	\$ -	\$ -	\$ -	0.00%	0.00%
New South Wales - Inner City	2	\$ 1,020,391	\$ 1,041,000	\$ 1,820,000	0.08%	0.13%
New South Wales - Metro	368	\$ 192,205,688	\$ 200,938,900	\$ 328,728,635	15.55%	24.03%
New South Wales - Non Metro	237	\$ 60,523,749	\$ 63,248,224	\$ 105,224,800	10.02%	7.57%
Northern Territory - Inner City	0	\$ -	\$ -	\$ -	0.00%	0.00%
Northern Territory - Metro	8	\$ 2,243,687	\$ 2,621,361	\$ 4,053,000	0.34%	0.28%
Northern Territory - Non Metro	2	\$ 582,950	\$ 592,894	\$ 836,000	0.08%	0.07%
Queensland - Inner City	0	\$ -	\$ -	\$ -	0.00%	0.00%
Queensland - Metro	161	\$ 46,953,290	\$ 50,103,893	\$ 75,047,381	6.81%	5.87%
Queensland - Non Metro	240	\$ 54,784,410	\$ 58,337,156	\$ 93,378,550	10.15%	6.85%
South Australia - Inner City	1	\$ 448,525	\$ 450,000	\$ 750,000	0.04%	0.06%
South Australia - Metro	73	\$ 19,884,819	\$ 21,826,364	\$ 31,137,500	3.09%	2.49%
South Australia - Non Metro	46	\$ 7,506,823	\$ 8,088,722	\$ 12,192,500	1.95%	0.94%
Tasmania - Inner City	0	\$ -	\$ -	\$ -	0.00%	0.00%
Tasmania - Metro	29	\$ 6,949,997	\$ 7,246,635	\$ 11,413,500	1.23%	0.87%
Tasmania - Non Metro	42	\$ 7,221,149	\$ 8,015,610	\$ 13,163,000	1.78%	0.90%
Victoria - Inner City	3	\$ 1,513,363	\$ 1,524,950	\$ 2,184,000	0.13%	0.19%
Victoria - Metro	697	\$ 284,238,950	\$ 295,228,815	\$ 490,137,895	29.47%	35.53%
Victoria - Non Metro	232	\$ 48,557,315	\$ 51,997,657	\$ 80,802,280	9.81%	6.07%
Western Australia - Inner City	1	\$ 246,609	\$ 250,000	\$ 475,000	0.04%	0.03%
Western Australia - Metro	147	\$ 44,366,301	\$ 46,699,420	\$ 65,945,050	6.22%	5.55%
Western Australia - Non Metro	45	\$ 9,891,321	\$ 11,102,561	\$ 16,114,500	1.90%	1.24%
Total	2,365	\$ 800,000,539	\$ 841,993,865	\$ 1,350,029,121	100.00%	100.00%

(e) Housing Loans by Current Repayment Method

Approved Mortgages by Current Repayment Method						
Repayment Method	No. of Loans	Outstanding Balance	Original Balance	Property Valuation	% by Number	% by Outstanding
Interest Only	0	\$ -	\$ -	\$ -	0.00%	0.00%
Interest Only then Principal & Interest	169	\$ 67,582,678	\$ 69,640,465	\$ 105,315,130	7.15%	8.45%
Principal & Interest	2,196	\$ 732,417,861	\$ 772,353,400	\$ 1,244,713,991	92.85%	91.55%
Total	2,365	\$ 800,000,539	\$ 841,993,865	\$ 1,350,029,121	100.00%	100.00%

(f) Housing Loans by Verification Type

Approved Mortgages by Verification Type						
Verification Type	No. of Loans	Outstanding Balance	Original Balance	Property Valuation	% by Number	% by Outstanding
Full Verification	2,167	\$ 732,281,511	\$ 769,022,218	\$ 1,232,398,233	91.63%	91.54%
Alternative Verification	198	\$ 67,719,029	\$ 72,971,647	\$ 117,630,888	8.37%	8.46%
Private	0	\$ -	\$ -	\$ -	0.00%	0.00%
Total	2,365	\$ 800,000,539	\$ 841,993,865	\$ 1,350,029,121	100.00%	100.00%

(g) Housing Loans by Current Loan Size

Approved Mortgages by Current Loan Value Distribution						
Loan Value	No. of Loans	Outstanding Balance	Original Balance	Property Valuation	% by Number	% by Outstanding
Greater than \$0 less than or equal to \$100,000	291	\$ 17,014,611	\$ 26,870,346	\$ 89,497,850	12.30%	2.13%
Greater than \$100,000 less than or equal to \$200,000	353	\$ 53,030,256	\$ 58,905,656	\$ 127,590,750	14.93%	6.63%
Greater than \$200,000 less than or equal to \$300,000	424	\$ 102,369,032	\$ 109,160,690	\$ 174,462,650	17.93%	12.80%
Greater than \$300,000 less than or equal to \$400,000	368	\$ 121,869,679	\$ 127,532,274	\$ 187,949,286	15.56%	15.23%
Greater than \$400,000 less than or equal to \$500,000	308	\$ 129,592,081	\$ 134,801,894	\$ 191,839,173	13.02%	16.20%
Greater than \$500,000 less than or equal to \$600,000	211	\$ 97,272,765	\$ 100,325,197	\$ 148,221,502	8.92%	12.16%
Greater than \$600,000 less than or equal to \$700,000	116	\$ 66,320,098	\$ 67,622,069	\$ 101,950,580	4.90%	8.29%
Greater than \$700,000 less than or equal to \$800,000	74	\$ 43,308,911	\$ 44,487,517	\$ 64,292,500	3.13%	5.41%
Greater than \$800,000 less than or equal to \$1,000,000	111	\$ 76,372,119	\$ 78,251,408	\$ 116,940,500	4.69%	9.55%
Greater than or equal to \$1,000,000	109	\$ 92,850,989	\$ 94,036,815	\$ 147,284,330	4.61%	11.61%
Total	2,365	\$ 800,000,539	\$ 841,993,865	\$ 1,350,029,121	100.00%	100.00%

(h) Housing Loans by Loan Classification

Approved Mortgages by Loan Classification						
Loan Classification	No. of Loans	Outstanding Balance	Original Balance	Property Valuation	% by Number	% by Outstanding
Residential	1,811	\$ 600,033,638	\$ 632,654,106	\$ 1,031,491,768	76.58%	75.00%
Investment	554	\$ 199,966,901	\$ 209,339,759	\$ 318,537,353	23.42%	25.00%
Total	2,365	\$ 800,000,539	\$ 841,993,865	\$ 1,350,029,121	100.00%	100.00%

5 LIBERTY FINANCIAL PTY LTD AND LIBERTY FINANCIAL HOUSING LOAN PROGRAMS

5.1 Background

Liberty Financial Pty Ltd (“**Liberty**”) is a highly regarded pioneer and leading specialty financial services company with operations across Australia and New Zealand. Since its founding in 1997, Liberty has consistently applied technological advances to pursue multiple specialty finance markets with its customised risk management and operational practices. Liberty has been able to develop a unique combination of capabilities to generate competitive advantage and durable financial performance.

The initial market opportunity of the company was to design mortgage solutions for an underserved sector of the market on terms more attractive than prevailing alternatives. Leveraging its unmatched customer insight and data management competencies, Liberty has been able to establish operations in auto and equipment financing, commercial mortgages, personal loans, investments and insurance both in Australia and New Zealand.

Liberty is distinguished by its expertise in a number of key functions essential to the success of a specialty finance business. For example, Liberty is regularly the market share leader for custom home loans amongst key distribution partners such as Aussie Home Loans. Liberty is also the region’s highest rated servicer with STRONG ratings from S&P Global Ratings Australia Pty Ltd for prime mortgage, non-prime mortgage, auto loan and commercial mortgage servicing. Liberty’s qualifications also led to its appointment by the Australian government as master servicer of its A\$2 billion rescue program of the auto dealer floorplan finance industry during the global financial crisis.

With over 400 finance and technology professionals dedicated to its specialised operations, Liberty has its headquarters in Melbourne, a corporate office in Sydney and a New Zealand office in Auckland. Since 1997, Liberty and its subsidiaries have helped more than 350,000 customers achieve their financial goals having issued over A\$24 billion in domestic and international capital markets. Liberty is a privately held Australian company that continues to grow based on building strong relationships with its valued business partners and customer service.

The Australian Business Number of Liberty Financial Pty Ltd is 55 077 248 983, and its registered office is at Level 16, 535 Bourke Street, Melbourne, VIC Australia.

5.2 Governance and Leadership

Liberty has an independent board of directors which possesses decades of relevant and deep financial services experience. Richard Longes has been Liberty’s Chairman since his appointment in 2005 and his current and prior directorship roles have included Deputy Chairman of Lend Lease, Chairman of Investec (Australia), Chairman of Austbrokers and Director of Boral. Peter Hawkins is also an independent board member commencing in 2006. Peter spent 34 years at ANZ Banking Group in a variety of senior roles and was most recently Group Managing Director – Group Strategic Development. Peter is a past Director of Clayton Utz, ING Australia Limited, ING (NZ) Limited, VISA International, Treasury Corporation of Victoria and Murray Goulburn Co-Operative. Peter is currently a Director of, Westpac Banking Corporation, Bank of Melbourne and Mirvac Group Ltd. Leona Murphy is also an independent board member commencing from her appointment in 2016. She is currently a Director at Stone & Chalk, and the Australian Insurance Association, and is Co-Chair of UNEP. She has previously held Executive Directorships at IAG for 9 years and was an Executive General Manager at Promina Group and Vero Insurance. Leona is currently a member of Chief Executive Women and the Business Advisory Council of World Vision Australia.

In addition to its Executive Director, Liberty's management team also consists of professionals with extensive industry experience and applicable skills to oversee the origination, underwriting, servicing, technology, finance, legal, risk, human resources and communications requirements of the organisation. Each member of the management team has up to thirty years of experience covering sales, compliance, marketing, assessment, customer service, arrears management, loss mitigation and asset recovery. More details of Liberty's management team can be found on its website at www.liberty.com.au.

OPERATIONAL HIGHLIGHTS

5.3 Finance Origination

Loan origination commenced in mid-1997 with a pilot program in Melbourne. This program was extended nationally through third-party originators in early 1998. Expansion of Liberty's initial offering in 1998 and 1999 was driven by continued refinement and the enhancement of Liberty's funding affiliate, Secure Funding Pty Ltd and its newer funding affiliate, Liberty Funding Pty Ltd. This allowed Liberty to develop a diversified distribution network consisting of accredited third-party loan introducers ("**Introducers**"), lender referral partners and customers who directly apply to Liberty.

All Introducers are trained, qualified and carefully appraised. Introducers are also continually monitored via personal contact with Liberty and evaluated based on application rates, portfolio performance and application compliance. Liberty assigns a Business Development Manager ("**BDM**") to each Introducer to provide support, education and training. BDMs are aided in their roles by a GPS-enabled, cloud-based iPhone application developed by Liberty called Ignite which provides real-time reporting and monitoring.

While Liberty has integrated its systems with the platforms of Introducers, Liberty also makes available to Introducers its origination system called LoanNET. This system allows users to apply online and receive instant approvals for Liberty's products such as home and car loans. This system instantly delivers a read-only file with a completed application form, various consents and a listing of outstanding verification documents. This point-of-origination technology is designed to ensure consistent and updated product information and compliance with underwriting guidelines.

While Introducers trade under the names of their respective organisations, Liberty is also approached directly by customers seeking its products and services. Most of such direct inquiries are fulfilled through a network of Liberty-branded Advisers located across Australia. Liberty Advisers have access to a proprietary, native-iPad application called Spark. Spark enables real-time document generation, product execution and fulfilment of ancillary products such as insurance. Importantly, compliance is integrated into the workflow of the application to ensure activities adhere to regulatory requirements.

In New Zealand, Liberty recently completed the full acquisition of Mike Pero Group Limited ("**MPG**") which is one of the most recognised and trusted finance broking franchise operations in the country. Operating through a network of approximately 40 franchisees, MPG provides mortgage, insurance, personal loan and investment advice. MPG complements Liberty's businesses in New Zealand which comprise mortgage and equipment loans as well as Liberty's deposit-taking operations.

5.4 Application Underwriting

Liberty's underwriting process integrates application processing and credit assessment. The underwriting platform is an advanced, proprietary rules-based system that incorporates Liberty's

credit decisions. Liberty's processes are inherently advanced and relatively detailed as Liberty recognises that data in a credit report, for example, is in many instances incomplete, particularly in Australia due to its privacy laws. Therefore, additional inquiries are systematically made into an applicant's prior and prospective conduct.

Due to a high degree of investigation and analysis, Liberty's underwriting process emphasises decision reliability over scale efficiencies. At the same time, technology is leveraged to optimise the time and effort required to understand each applicant's specific circumstances. For example, documents can be validated by electronic signature and uploaded to Liberty's cloud-based servers. The amount of information regularly exceeds that required of traditional lenders but the impost of collecting such information is reduced by innovation that leverages technology and thoughtfully-designed processes.

The verification of the authenticity of the information supplied by applicants is integral to the underwriting process. Some verification, such as employment checks, is conducted verbally to limit the potential for fraudulent documentation. Also, a policy of automatic decline decisions applies where it is discovered that relevant information is intentionally undisclosed. Information gathered from external sources, including but not limited to Veda Advantage, ASIC, the Land Titles Office and a panel of independent valuers, is also captured and analysed on Liberty's proprietary assessment system.

All applicants are assessed using Liberty's risk-based pricing framework which is incorporated into its proprietary systems with its parameters set by the Risk department. This methodology incorporates a variety of factors that contribute to an application's overall risk grade via a rules-based system. Liberty believes a rules-based approach provides more accuracy (compared to static credit scores) and it determines the credit amount and other loan parameters (e.g., security, loan ratios, insurance) offered to applicants. On successful completion of the approval process, an approval letter (and required conditions) is issued.

Ongoing portfolio analysis is conducted by the Risk department to ensure that the desired portfolio composition is maintained. Characteristics such as return rates, geographic concentration and employment types are closely monitored. This continuous portfolio review results in the regular updating of underwriting guidelines, product offerings and pricing. Further, file reviews are conducted by Liberty's Compliance team to ensure relevant legislation including but not limited to the National Consumer Credit Protection Act, Privacy Act and Anti-Money Laundering Act are not breached.

The value of the mortgaged property in connection with each housing loan has been determined at origination in accordance with the standards and practices of the Australian Property Institute (including those relating to competency and required documentation) by an individual valuer who is an employee or a contractor of a valuer firm engaged by Liberty as the originator of the housing loan and accredited to Liberty's valuers panel, who is a member of the Australian Property Institute and whose compensation is not affected by the approval or disapproval of the housing loan.

The valuers panel is maintained (including the appointment of valuer firms to the panel) by the credit risk management area of Liberty with no involvement of sales or product staff. Likewise, sales and product staff are not involved in the selection of the valuer firm from the valuers panel engaged to carry out the valuation of the mortgaged property in connection with each housing loan.

5.5 Portfolio Servicing

Liberty has developed a purpose-built servicing operation to meet the specialised requirements of managing its portfolio. Liberty does not outsource any of the critical account servicing functions to third parties and its responsibilities include documentation compliance, account establishment, welcome calls, remittance processing, security discharges and modifications, arrears management, forbearance arrangements, loss mitigation and loss recovery.

Liberty's proprietary servicing systems enable accounts to be tracked from origination to final satisfaction of the loan. The servicing platform has been designed for all loans regardless of whether or not the loan is an instalment or revolving loan, or whether it is secured or unsecured. It has also been designed with flexibility in mind so legislative requirements in Australia or New Zealand can be systematically integrated. Detailed information on scheduled payments, delinquency and arrears, borrower information, security details and income statements and credit grade migration are accessible and monitored.

A Liberty account executive is appointed to each account and is the primary point of contact with Liberty for that customer. Upon approval and settlement of each loan, the relevant account executive will establish contact through a welcome letter and phone call. This early contact with the customer enables Liberty to ensure payment arrangements are established and to also identify and assess any advance indicators of arrears.

Liberty monitors delinquency rates on a real-time basis. Delinquencies are differentiated by benign delinquencies and potentially problematic delinquencies. Liberty's arrears management philosophy relies on a number of quantitative and qualitative factors embedded in its proprietary systems. Depending on the outcome of a situational analysis, a prescribed action plan is constructed. Some cases may lead to forbearance arrangements while other cases may lead to rapid security realisation.

Collection activity commences immediately after a missed payment, with a situation analysis that combines the customer's details at the time of application, the conduct of the account and other more quantitative factors. Liberty's servicing team is able to methodically effect a parameterised forbearance arrangement including debt counselling in some cases. Of note, Liberty is one of a few financiers that is licensed with the Australia Financial Security Authority as a Debt Agreement Administrator.

To the extent enforcement is necessary, Liberty employs a series of steps to mitigate the probability and severity of incurring a loss. Actions taken include but are not limited to working with the borrower to obtain maximum sale price or negotiating with other creditors for the benefit of the borrower. The net proceeds of any sale of repossessed assets will be applied against the sums owing from the borrower to the extent necessary to discharge the loan. Where these funds are insufficient to discharge the loan, the proceeds are applied against costs and finance charges in respect of the default. Any additional shortfall is considered a gross loss against which any recoveries or insurance proceeds are progressively applied. Liberty's internal Legal team plays an integral part of overall portfolio servicing operations.

5.6 Securitisation Approach

Minerva Fiduciary Pty Ltd (as trustee), as the Residual Income Unitholder of the Trust, is entitled to the excess available income of the Trust for each Trust Collection Period. A feature of all of Liberty Financial's securitisation programs to date is the application of such income to create reserves and credit enhancement (including the Guarantee Fee Reserve Account) and to remain entitled to receive such income throughout the term of the Trust.

5.7 Housing Loan Eligibility Criteria

A Housing Loan satisfies the Eligibility Criteria where such Housing Loan is, as at the Cut-Off Date:

- (a) secured by a valid and perfected first ranking Mortgage registered in favour of Secure Funding;
- (b) enforceable in accordance with its terms against the relevant Debtor;
- (c) secured by a Mortgage in relation to which the following “Title Documents” have been lodged with, and which have been retained by, the Trust Custodian:
 - (i) mortgage instrument;
 - (ii) duplicate certificate of title of the land mortgaged;
 - (iii) loan document;
 - (iv) copies of insurance policies and evidence of certificates of currency relating to the land mortgaged;
 - (v) guarantee (if any);
 - (vi) priority deed (if any); and
 - (vii) power of attorney (if any),any other document entered into for the purpose of amending or novating any of the above, and any other Title Documents, provided that if the mortgage instrument and duplicate certificate of title of the land mortgaged are with the relevant land titles office for registration under the control of the solicitors for Secure Funding, the Trust Security Trustee may accept a certificate in form and substance satisfactory to the Trust Security Trustee signed by such solicitors being provided to the Trust Custodian and the Trust Security Trustee in lieu of the deposit of the mortgage instrument and duplicate certificate of title, stating that those documents are held by the solicitors for Secure Funding and undertaking to deliver those documents to the Trust Custodian immediately upon issue;
- (d) a loan having a final maturity date of no later than 30 years after the date of the relevant loan agreement;
- (e) the property of which is insured by any corporation incorporated in Australia which is authorised to carry on insurance business under relevant statutes, including the provision of insurance policies in respect of real property and improvements;
- (f) a loan in respect of which the ratio of the maximum principal amount to an independent market valuation of the property subject to the mortgage securing the loan complies with the approved policies and procedures of Secure Funding;
- (g) a loan made to a person who is at least 18 years old (where that person is a natural person) or a loan made to a corporation, a trust or a self-managed superannuation fund;
- (h) (if required) stamped with all applicable duty along with the related mortgage and other relevant documents;

- (i) a loan in respect of which the proceeds have been fully disbursed to or for the account of the borrower under the loan, and in respect of which there is no obligation for the lender under the loan to advance additional funds;
- (j) a loan in respect of which all costs, fees and expenses payable by the borrower under the loan in connection with the making of the loan have been paid (which costs, fees and expenses are not liable to be refunded to the borrower under the loan);
- (k) a loan in respect of which the borrower under the loan has no right of set-off against any weekly, fortnightly and monthly payments to be made by it under the loan;
- (l) a loan which requires payments weekly, fortnightly or monthly in arrears until the maturity date of the loan;
- (m) for a principal amount which is within the parameters set out in the then current policies and procedures of Secure Funding;
- (n) a loan which satisfies the valuation guidelines as set out in the then current policies and procedures of Secure Funding;
- (o) secured by a residential mortgage over a property which is located in Australia within the parameters set out in the then current policies and procedures of Secure Funding;
- (p) a loan (without limiting the above) which satisfies all applicable requirements of the then current policies and procedures of Secure Funding;
- (q) a loan denominated in, and is repayable in, Australian dollars;
- (r) a loan to a person who was a resident in Australia at the time the loan was made;
- (s) a loan which is not in arrears in respect of any payment by more than 30 days;
- (t) a loan with a variable rate of interest or fixed rate of interest in respect of which Secure Funding has entered into a fixed to floating interest rate swap; and
- (u) a loan which is not then subject to a payment arrangement with the Seller due to circumstances related to COVID-19.

A Housing Loan does not satisfy the Eligibility Criteria where as at the Cut-Off Date:

- (a) it is a Defaulting Housing Loan;
- (b) the making or servicing of the Housing Loan contravenes or conflicts with any law or agreement;
- (c) it is a loan given to any employee of Secure Funding or Liberty Financial which includes preferential loan terms;
- (d) it is a loan the documentation of which departs from Secure Funding's standard form documentation without provision of a Rating Notification;
- (e) secured by a mortgage, the documentation of which departs from Secure Funding's standard form documentation without provision of a Rating Notification; or

- (f) the granting of the Mortgage and/or the entry into the Housing Loan contravenes or conflicts with any law or agreement or is in any way ineffective.

6 SECURE FUNDING PTY LTD

6.1 Incorporation

Secure Funding Pty Ltd (in its personal capacity) was incorporated in Victoria in the Commonwealth of Australia on 16 March 1998 under the Corporations Act 2001 (Cth) as an Australian proprietary company limited by shares. The Australian Business Number of Secure Funding Pty Ltd is 25 081 982 872, and its registered office is at Level 16, 535 Bourke Street, Melbourne, VIC Australia.

Secure Funding Pty Ltd will issue Trust Notes in its capacity as trustee of the Trust. See section 2. The Trust was created on 10 June 2020 pursuant to the terms of the Master Trust Deed and the Notice of Creation of Trust.

6.2 Share Capital

Secure Funding Pty Ltd has two (2) ordinary shares on issue with a paid amount of A\$2. The shares are held by Liberty Financial Pty Ltd. Secure Funding Pty Ltd (in its personal capacity) has agreed not to issue additional shares.

6.3 Limitation of Secure Funding's Liability

Secure Funding Pty Ltd enters into the Transaction Documents and issues the Trust Notes only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with the Transaction Documents or the Trust or in respect of the Trust Notes is limited to and can be enforced against Secure Funding Pty Ltd only to the extent to which it can be satisfied out of the Assets of the Trust out of which Secure Funding Pty Ltd is indemnified. Except as provided in the following sentence, this limitation of Secure Funding Pty Ltd's liability applies despite any other provision of the Transaction Documents and extends to all liabilities and obligations of Secure Funding Pty Ltd in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Transaction Documents or the Trust. However, the limitation will not apply if under a Transaction Document or by operation of law there is a reduction in the extent of Secure Funding Pty Ltd's indemnification out of the Assets of the Trust as a result of Secure Funding Pty Ltd's fraud, gross negligence or wilful default.

6.4 No Carrying on of Business

From the date of creation of the Trust to the date of issue of the Trust Notes, Secure Funding has not, in its capacity as trustee of the Trust, carried on any business (except in respect of the offer of the Trust Notes in accordance with the Transaction Documents) and no accounts, with respect to the Trust, have been prepared prior to the date of this Information Memorandum.

6.5 Capitalisation

As at the Issue Date, and prior to the issue of any Trust Notes, Secure Funding has incurred no Indebtedness as trustee of the Trust and the Trust is capitalised to A\$5.00 (A\$2.50 for a residual income unit and A\$2.50 for a residual capital unit).

6.6 Directors

The directors of Secure Funding Pty Ltd are as follows:

Name	Business Address	Principal Activities
Sherman Ma	Level 16 535 Bourke Street Melbourne VIC 3000	Director. Mr. Ma does not have any significant business activities other than his role as Executive Director of Liberty Financial.
James William Anthony Higgins	Level 16 535 Bourke Street Melbourne VIC 3000	Director. Mr. Higgins is also currently a compliance committee member of Merrill Lynch Investment Managers Ltd, National Mutual Funds Management Ltd and Citigroup Asset Management Australia Ltd. He has extensive specialist legal experience in the banking and finance area.
Clifford B Clayton	Level 16 535 Bourke Street Melbourne VIC 3000	Director. Mr. Clayton is also currently a member of various Fund Management Compliance Committees including Legg Mason, Drapac Management Limited and Stanfield Securities Limited. He is a sole practitioner and co-organises the Melbourne Compliance Committee Forums. He is a former Director of Perpetual Trustees Victoria Limited, Australia Trustees Pty Limited, Coles Myer Employee Share Plan, AXA Employee Share Plan and India Equities Limited. He has held senior positions with the Perpetual Group of companies for over 25 years and has extensive experience in the banking and finance area.

7 LIBERTY FUNDING PTY LTD

7.1 Incorporation

Liberty Funding Pty Ltd (in its personal capacity) was incorporated in Victoria in the Commonwealth of Australia on 11 December 2007 under the Corporations Act 2001 (Cth) as an Australian proprietary company limited by shares. The Australian Business Number of Liberty Funding Pty Ltd is 49 128 856 422, and its registered office is at Level 16, 535 Bourke Street, Melbourne, VIC Australia.

Liberty Funding Pty Ltd will issue Notes in its corporate capacity in respect of the Series. See section 2. The Series was formed on or about the date of this Information Memorandum pursuant to the terms of the Series Master Security Deed and the Issue Supplement.

7.2 Share Capital

Liberty Funding Pty Ltd has two (2) ordinary shares on issue with a paid amount of A\$2. The shares are held by Minerva Funding Pty Ltd. Liberty Funding Pty Ltd (in its personal capacity) has agreed not to issue additional shares.

7.3 Limitation of Liberty Funding’s Liability

Liberty Funding’s liability in connection with the Transaction Documents of a Series (including any transaction in connection with them) may be discharged from, and the recourse of the Series Security Trustee and the Series Secured Creditors is limited to, the Series Collateral. The realisation of the Series Collateral and its application towards the Series Secured Money in accordance with the Transaction Documents of the Series constitutes a complete discharge of Liberty Funding’s liability to the Series Security Trustee and each Series Secured Creditor in connection with the Transaction Documents of the Series (including any transaction in connection with them).

7.4 No Carrying on of Business

From the date of creation of the Series to the Issue Date, Liberty Funding has not, in respect of the Series, carried on any business (except in respect of the offer of the Notes in accordance with the Transaction Documents) and no accounts, with respect to the Series, have been prepared prior to the date of this Information Memorandum.

7.5 Directors

The directors of Liberty Funding Pty Ltd are as follows:

Name	Business Address	Principal Activities
Sherman Ma	Level 16 535 Bourke Street Melbourne VIC 3000	Director. Mr. Ma does not have any significant business activities other than his role as Executive Director of Liberty Financial.
Peter Riedel	Level 16 535 Bourke Street Melbourne VIC 3000	Director. Mr. Riedel does not have any significant business activities other than his role as Chief Financial Officer.

8 DESCRIPTION OF THE TRUST NOTES

8.1 General description of the Trust Notes

The Trust Notes constitute debt securities issued by Secure Funding in its capacity as trustee of the Trust. Secure Funding's liability to pay interest and repay principal on the Trust Notes will be limited to the Assets of the Trust. However, the limitation will not apply if, under a Transaction Document or by operation of law, there is a reduction in the extent of Secure Funding's indemnification out of the Assets of the Trust as a result of Secure Funding's fraud, gross negligence or wilful default.

The Trust Notes are characterised as secured, amortising, pass through and floating rate debt securities. They are issued with the benefit of, and subject to, the Master Trust Deed, the Supplementary Terms Notice and the Trust General Security Deed.

The nine Classes of Trust Notes which will be issued are the Class A1a Trust Notes, the Class A1b Trust Notes, the Class A2 Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes, the Class F Trust Notes and the Class G Trust Notes.

8.2 Interest on Trust Notes

Subject to there being sufficient available funds for this purpose in accordance with the Supplementary Terms Notice, interest on the Trust Notes will be paid on each Payment Date in arrears in respect of the Payment Period ending on that Payment Date, until the Final Maturity Date of the Trust Notes.

The Trust Notes will bear a floating rate of interest at the Rate of Interest for the relevant Class of Trust Notes.

The first payment of interest on the Trust Notes will occur on the first Payment Date.

No interest will accrue on:

- (a) any Trust Note (other than a Class G Trust Note) for the period after the Invested Amount in respect of that Trust Note is reduced to zero; and
- (b) any Class G Trust Note for the period after the Stated Amount in respect of that Class G Trust Note is reduced to zero.

Prior to the occurrence of a Trust Event of Default and the enforcement of the Trust Charge under the Trust General Security Deed, interest on the Trust Notes will be paid on each Payment Date in accordance with the order of priority described in section 11.15.

After the occurrence of a Trust Event of Default and the enforcement of the Trust Charge under the Trust General Security Deed, interest on the Trust Notes will be paid in accordance with the order of priority described in section 11.21.

8.3 Calculating Interest

Interest on each Trust Note is calculated for each Payment Period:

- (a) at the Rate of Interest for the relevant Class of Trust Note to which that Trust Note belongs on the first day of that Payment Period;

- (b) in respect of:
 - (i) each Class of Trust Notes (other than the Class G Trust Notes), on the Invested Amount of the relevant Class of Trust Notes (other than the Class G Trust Notes) on the first day of that Payment Period; and
 - (ii) the Class G Trust Notes, on the Stated Amount of the Class G Trust Notes on the first day of that Payment Period; and
- (c) on the actual number of days in that Payment Period and assuming a year of 365 days.

8.4 Payment Period

The first Payment Period for the Trust Notes commences on (and includes) the Issue Date and ends on (but excludes) the first Payment Date. Each succeeding Payment Period is the period from (and including) a Payment Date and up to (but excluding) the next Payment Date. The final Payment Period ends on (and includes) the date on which the Trust Notes are redeemed in accordance with the Supplementary Terms Notice.

8.5 Rate of Interest

The Rate of Interest for each Payment Period for:

- (a) each Class G Trust Note is the aggregate of the Bank Bill Rate on the first day of that Payment Period and the Relevant Margin for the Class G Trust Note; or
- (b) each Trust Note (other than the Class G Trust Note) is:
 - (i) for each Payment Period ending on or prior to the Step-Up Margin Date, a rate equal to the aggregate of the Bank Bill Rate on the first day of that Payment Period and the Relevant Margin for that Trust Note; or
 - (ii) for each Payment Period ending after the Step-Up Margin Date, a rate equal to the aggregate of:
 - (A) the Bank Bill Rate on the first day of that Payment Period; and
 - (B) the Relevant Margin for that Trust Note; and
 - (C) the Step-Up Margin.

8.6 Principal Repayment

Subject to there being sufficient available funds for this purpose in accordance with the Supplementary Terms Notice, repayments of principal on the Trust Notes will be made on each Payment Date to each Holder then entitled to receive such payments.

Repayments of principal in respect of the Trust Notes, prior to the occurrence of a Trust Event of Default and the enforcement of the Trust Charge under the Trust General Security Deed, will be made in accordance with the order of priority described in section 11.20.

Repayments of principal in respect of the Trust Notes, after the occurrence of a Trust Event of Default and the enforcement of the Trust Charge under the Trust General Security Deed, will be made in accordance with the order of priority described in section 11.21.

If the Stated Amount of any Trust Note is reduced to zero at a time when the Stated Amount of the relevant Trust Notes is less than the Invested Amount of the relevant Trust Notes, the Stated Amount may be reinstated up to but not exceeding the then Invested Amount of the relevant Trust Notes. See section 11.19.

Prior to the Final Maturity Date, the relevant Trust Notes will not be deemed to have been redeemed or cancelled in the meantime.

8.7 Call Option

Secure Funding will be entitled to redeem the Trust Notes in whole on any Call Date. The Call Date will be the earlier to occur of:

- (a) the Payment Date immediately following the Determination Date on which the aggregate Invested Amount of all Trust Notes on that Determination Date is less than, or equal to, 20% of the aggregate Initial Invested Amount of all Trust Notes on the Issue Date; and
- (b) the Payment Date scheduled to fall in June 2023,

and each Payment Date thereafter.

If Secure Funding exercises its right to redeem the Trust Notes on a Call Date Secure Funding will redeem the Trust Notes at their then Invested Amount together with any accrued but unpaid interest (if any) thereon.

8.8 Limit on Rights

Neither the Master Trust Deed nor the Trust General Security Deed confers any right, power or authority on the Holders of the Trust Notes to:

- (a) take any action, or to direct the Trust Manager or Secure Funding to take or refrain from taking any action, with respect to any asset of the Trust; or
- (b) remove the Trust Manager, Secure Funding, the Trust Security Trustee, the Trust Servicer, the Trust Custodian, the Trust Registrar, the Trust Standby Servicer, the Trust Standby Manager, the Trust Standby Trustee or the Trust Originator; or
- (c) call or to attend certain meetings (other than under the Trust General Security Deed); or
- (d) wind up the Trust; or
- (e) take any other action which would contravene the intent of the Master Trust Deed.

9 DESCRIPTION OF THE NOTES

9.1 General Description of the Notes

The Notes constitute debt securities issued by Liberty Funding in respect of the Series. Liberty Funding's liability to pay interest and repay principal on the Notes will be limited to the Series Assets.

The Notes are characterised as secured, amortising, limited recourse, pass through, floating rate debt securities. They are issued with the benefit of, and subject to, the Series Master Security Trust Deed, the Issue Supplement, the Note Conditions and the Series General Security Deed.

Nine Classes of Notes will be issued - Class A1a Notes, Class A1b Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes and Class G Notes.

9.2 Interest on the Notes

Subject to there being sufficient available funds for this purpose in accordance with the Issue Supplement and the Note Conditions, interest on the Notes will be paid on each Payment Date in arrears in respect of the Payment Period ending on that Payment Date, until the Final Maturity Date of the Notes.

The Notes will bear a floating rate of interest at the Rate of Interest for the relevant Class of Notes.

The first payment of interest on the Notes will occur on the first Payment Date.

No interest will accrue on:

- (a) any Note (other than a Class G Note) for the period after the Invested Amount in respect of that Note is reduced to zero; and
- (b) any Class G Note for the period after the Stated Amount in respect of that Class G Note is reduced to zero.

Prior to the occurrence of a Series Event of Default and the enforcement of the Series Charge under the Series General Security Deed, interest on the Notes will be paid on each Payment Date in accordance with the order of priority described in section 12.2.

After the occurrence of a Series Event of Default and the enforcement of the Series Charge under the Series General Security Deed, interest on the Notes will be paid in accordance with the order of priority described in section 12.4.

9.3 Calculating Interest

Interest on each Note is calculated for each Payment Period:

- (a) at the Rate of Interest for the relevant Class of Note to which that Note belongs on the first day of that Payment Period;
- (b) in respect of:
 - (i) each Class of Notes (other than the Class G Notes), on the Invested Amount of the relevant Class of Notes on the first day of that Payment Period; and

- (ii) the Class G Notes, on the Stated Amount of the Class G Notes on the first day of that Payment Period; and
- (c) on the actual number of days in that Payment Period and assuming a year of 365 days.

9.4 Call Option

Liberty Funding will be entitled to redeem Notes in whole on any Call Date.

If Liberty Funding exercises its right to redeem the Notes on a Call Date, Liberty Funding will redeem the Notes at their then Invested Amount together with any accrued but unpaid interest (if any) thereon to (but excluding) the date of redemption on the Call Date.

9.5 Payment Period

The first Payment Period for the Notes commences on (and includes) the Issue Date and ends on (but excludes) the first Payment Date. Each succeeding Payment Period is the period from (and including) a Payment Date and up to (but excludes) the next Payment Date. The final Payment Period ends on (and includes) the date on which the Notes are redeemed in accordance with the Issue Supplement and the Note Conditions.

9.6 Rate of Interest

The Rate of Interest for each Payment Period for:

- (a) each Class G Note is the aggregate of the Bank Bill Rate for that Payment Period and the Relevant Margin for the Class G Note; and
- (b) each Note (other than the Class G Note):
 - (i) for each Payment Period ending on or prior to the Step-Up Margin Date is the sum of:
 - (A) the Relevant Margin; and
 - (B) the Bank Bill Rate,for that Note and that Payment Period; and
 - (ii) for each Payment Period ending after the Step-Up Margin Date is the sum of:
 - (A) the Relevant Margin;
 - (B) the Step-Up Margin; and
 - (C) the Bank Bill Rate,for that Note and that Payment Period.

9.7 Principal Repayment

Subject to there being sufficient available funds for this purpose in accordance with the Issue Supplement and the Note Conditions, repayments of principal on the Notes will be made on each Payment Date to each Holder then entitled to receive such payments.

Repayments of principal in respect of the Notes, prior to the occurrence of a Series Event of Default and the enforcement of the Series Charge under the Series General Security Deed, will be made in accordance with the order of priority described in section 12.3.

Repayments of principal in respect of the Notes, after the occurrence of a Series Event of Default and the enforcement of the Series Charge under the Series General Security Deed, will be made in accordance with the order of priority described in section 12.4.

9.8 Limit on Rights

Neither the Series Master Security Trust Deed nor the Series General Security Deed confers any right, power, or authority on the Holders to:

- (a) take any action, or to direct the Series Manager or Liberty Funding to take or refrain from taking any action, with respect to any Series Assets; or
- (b) remove the Series Manager, Liberty Funding (in its capacity as trustee of the Trust), the Series Security Trustee, the Series Registrar or the Series Standby Manager; or
- (c) call or to attend certain meetings (other than under the Series General Security Deed); or
- (d) wind up Liberty Funding or the Trust; or
- (e) take any other action which would contravene the intent of the Series Master Security Trust Deed.

9.9 Registry

The Series Registrar will maintain a register of Holders (“**Series Register**”) at its offices at Level 18, Angel Place, 123 Pitt Street, Sydney, NSW, 2000, Australia. Amongst other details, the Series Register will record the name and address of each Holder, the Class of Notes issued, the Initial Invested Amount and the Invested Amount of each holding.

The Series Register will be closed five Business Days prior to each Payment Date in order to calculate and make distributions to Holders. The Series Registrar also may close the Series Register at any other time, without prior notice to Holders, for such period as it may determine (but no longer than 30 days in aggregate in any calendar year).

The Series Registrar may establish any other rules reasonably required to maintain the Register in an orderly fashion, which rules can be inspected at the Series Registrar’s offices.

9.10 Registration and Transfer

The Series Register will be conclusive as to the ownership of and entitlements under the Notes. No certificates will be issued in respect of the Notes. Liberty Funding may provide a Holder with an acknowledgment in respect of that Holder’s holding of Notes.

A transfer of Notes may be effected only by a Holder duly completing, stamping (as required), and lodging with the Series Registrar a transfer and acceptance form, copies of which may be obtained at the Series Registrar’s offices together with the acknowledgment in respect of the Notes. A Holder may request that a transfer and acceptance form be marked, in which case the Series Registrar will not register any transfer of Notes, except as specified on the marked form, for a period of 90 days.

A transfer will take effect only when the transfer is registered, and the Series Registrar must issue within 10 Business Days of registration an acknowledgment in respect of the Notes. If a Holder transfers some but not all of its holdings, Liberty Funding also will issue an acknowledgment to the transferor in respect of the retained Notes.

An acknowledgment in respect of Notes is not a certificate of title to the Notes, nor may it be pledged or deposited as security. A Holder may request replacement acknowledgments, which the Series Registrar will issue for a fee not greater than A\$10 provided that certain conditions are met by the Holder.

No transfer will be recognised unless made pursuant to an offer or invitation which does not require disclosure pursuant to Part 6D.2 of the Corporations Act and provided that the Note is not transferred to a retail client for the purposes of Chapter 7 of the Corporations Act.

9.11 Austraclear

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

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

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

9.12 Time limit for claims

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

9.13 Variations to Note Conditions

Subject to the paragraph below, the Note Conditions may be varied only by the Series Secured Creditors in accordance with the Series Master Security Trust Deed. Any variations apply to the Series only and not to any other Series created under the Series Master Security Trust Deed.

The Series Security Trustee may agree to a variation of the Note Conditions for the Series without the approval of the Series Secured Creditors if, in the reasonable opinion of the Series Security Trustee, the variation is:

- (a) necessary or advisable to comply with any law; or
- (b) necessary to correct an obvious error, or is otherwise of a formal, technical or administrative nature only; or

(c) not materially prejudicial to the interests of the Series Secured Creditors as a whole.

For so long as any of the Notes are rated by a Designated Rating Agency, the Series Manager agrees to give prior notice in writing to that Designated Rating Agency of each amendment or variation to any Note Condition.

9.14 Governing Law and Jurisdiction

Each Note and Trust Note is governed by the laws of New South Wales. Liberty Funding and Secure Funding irrevocably and unconditionally will submit to the non-exclusive jurisdiction of the courts of New South Wales.

10 CREDIT SUPPORT

10.1 Introduction

The Cashflow Allocation Methodology has been structured to provide certain protections for each Class of Trust Notes. There are certain protections in place as follows:

1. Borrower Rates are required to be set at pre-determined levels in order to provide excess income that is intended to protect all Holders;
2. the Guarantee Fee Reserve Account (First Guarantee Draw);
3. subordination of the Class G Trust Notes to the Class A Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes and the Class F Trust Notes (with corresponding features for the Notes) in certain circumstances;
4. subordination of the Class F Trust Notes to the Class A Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes and the Class E Trust Notes (with corresponding features for the Notes) in certain circumstances;
5. subordination of the Class E Trust Notes to the Class A Trust Notes, the Class B Trust Notes, the Class C Trust Notes and the Class D Trust Notes (with corresponding features for the Notes) in certain circumstances;
6. subordination of the Class D Trust Notes to the Class A Trust Notes, the Class B Trust Notes and the Class C Trust Notes (with corresponding features for the Notes) in certain circumstances;
7. subordination of the Class C Trust Notes to the Class A Trust Notes and the Class B Trust Notes (with corresponding features for the Notes) in certain circumstances;
8. subordination of the Class B Trust Notes to the Class A Trust Notes (with corresponding features for the Notes) in certain circumstances;
9. subordination of the Class A2 Trust Notes to the Class A1 Trust Notes (with corresponding features for the Notes) in certain circumstances; and
10. subordination of the Class A1b Trust Notes to the Class A1a Trust Notes with respect to repayment of principal prior to the occurrence of an Event of Default (with corresponding features for the Notes).

In addition, Principal Draws, Liquidity Draws and the Guarantee Fee Reserve Account (Second Guarantee Draw) are available to ensure the timely payment of interest to the Holders of the Class A Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes and the Class F Trust Notes. See section 11.9, section 11.10, section 11.11 and section 11.12.

10.2 Excess Available Income

The first layer of protection provided to Holders against any potential losses is provided by the allocation of excess income. Excess income is generated to the extent the Housing Loans generate more income than is required to meet the expected payments to be made in respect of the Trust. Income will be allocated in accordance with the Cashflow Allocation Methodology. See section 11. As part of the allocation of income, any excess income after meeting the Required Payments and reimbursing any outstanding Principal Draws (each as defined in section 11) is

applied first in reinstating any Liquidation Losses from the current or previous Payment Periods. See section 11.15.

10.3 Guarantee Fee Reserve Account

If the Trust Manager determines on any Determination Date that the aggregate of the Liquidation Losses for the immediately preceding Trust Collection Period and any unreimbursed Carryover Charge-Offs from any preceding Payment Periods exceeds the amount available to be applied towards those Liquidation Losses and any unreimbursed Carryover Charge-Offs, the Trust Manager will direct Secure Funding to make a First Guarantee Draw demand against the Guarantor as described in section 11.11.

In addition, if the Trust Manager determines on any Determination Date that the aggregate of the Interest Collections in respect of that Determination Date and any Liquidity Draw and any Principal Draw to be made on the immediately following Payment Date are not sufficient to meet the Required Payments in full for that Payment Period, the Trust Manager will direct Secure Funding to make a Second Guarantee Draw demand against the Guarantor as described in section 11.12.

To secure the Guarantor's obligations to make a First Guarantee Draw or a Second Guarantee Draw (as applicable), pursuant to the terms of the Deposit Deed and the Deed of Covenant, the Guarantor undertakes to pay into a specific bank account in its name (the "**Guarantee Fee Reserve Account**"), on each Payment Date an amount equal to a certain portion of the Guarantee Fee (being the Adjusted Deposit Amount) it receives in accordance with section 11.15 and provided that the Guarantee Fee Reserve Account Balance will not exceed the Guarantee Fee Reserve Account Maximum Amount. Upon the occurrence of any First Guarantee Draw or Second Guarantee Draw, Secure Funding (or the Trust Security Trustee on behalf of Secure Funding) will be entitled to withdraw the requisite amounts directly from the Guarantee Fee Reserve Account and apply such amounts as part of Total Interest Collections or Principal Repayment Fund (as the case may be) in the manner described in section 11 in order to make payments on the Trust Notes.

10.4 The Subordination of the Class G Trust Notes to the Class A Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes and the Class F Trust Notes

The rights of Liberty Funding as the Class G Trust Note Holder to receive interest will be subordinated in priority of payments to the rights of Liberty Funding as the Class A Trust Note Holder, the Class B Trust Note Holder, the Class C Trust Note Holder, the Class D Trust Note Holder, the Class E Trust Note Holder and the Class F Trust Note Holder to receive interest. The Class G Trust Note Holder will not receive any interest unless Secure Funding has sufficient funds to make all payments ranking in order of priority ahead of the payment of interest to the Class G Trust Note Holder. See section 11.

The rights of the Class G Trust Note Holder to receive principal repayments will be subordinated to the rights of the Class A Trust Note Holder, the Class B Trust Note Holder, the Class C Trust Note Holder, the Class D Trust Note Holder, the Class E Trust Note Holder and the Class F Trust Note Holder to receive principal payments.

10.5 The Subordination of the Class F Trust Notes to the Class A Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes and the Class E Trust Notes

The rights of Liberty Funding as the Class F Trust Note Holder to receive interest will be subordinated in priority of payments to the rights of Liberty Funding as the Class A Trust Note Holder, the Class B Trust Note Holder, the Class C Trust Note Holder, the Class D Trust Note Holder and the Class E Trust Note Holder to receive interest. The Class F Trust Note Holder will not receive any interest unless Secure Funding has sufficient funds to make all payments ranking in order of priority ahead of the payment of interest to the Class F Trust Note Holder. See section 11.

The rights of the Class F Trust Note Holder to receive principal repayments will be subordinated to the rights of the Class A1a Trust Note Holder at all times and to the rights of the Class A1b Trust Note Holder, the Class A2 Trust Note Holder, the Class B Trust Note Holder, the Class C Trust Note Holder, the Class D Trust Note Holder and the Class E Trust Note Holder to receive principal payments if the Step Down Requirements are not satisfied on a Payment Date or following the occurrence of a Trust Event of Default and enforcement of the Trust Charge.

10.6 The Subordination of the Class E Trust Notes to the Class A Trust Notes, the Class B Trust Notes, the Class C Trust Notes and the Class D Trust Notes

The rights of Liberty Funding as the Class E Trust Note Holder to receive interest will be subordinated in priority of payments to the rights of Liberty Funding as the Class A Trust Note Holder, the Class B Trust Note Holder, the Class C Trust Note Holder and the Class D Trust Note Holder to receive interest. The Class E Trust Note Holder will not receive any interest unless Secure Funding has sufficient funds to make all payments ranking in order of priority ahead of the payment of interest to the Class E Trust Note Holder. See section 11.

The rights of the Class E Trust Note Holder to receive principal repayments will be subordinated to the rights of the Class A1a Trust Note Holder at all times and to the rights of the Class A1b Trust Note Holder, the Class A2 Trust Note Holder, the Class B Trust Note Holder, the Class C Trust Note Holder and the Class D Trust Note Holder to receive principal payments if the Step Down Requirements are not satisfied on a Payment Date or following the occurrence of a Trust Event of Default and enforcement of the Trust Charge.

10.7 The Subordination of the Class D Trust Notes to the Class A Trust Notes, the Class B Trust Notes and the Class C Trust Notes

The rights of Liberty Funding as the Class D Trust Note Holder to receive interest will be subordinated in priority of payments to the rights of Liberty Funding as the Class A Trust Note Holder, the Class B Trust Note Holder and the Class C Trust Note Holder to receive interest. The Class D Trust Note Holder will not receive any interest unless Secure Funding has sufficient funds to make all payments ranking in order of priority ahead of the payment of interest to the Class D Trust Note Holder. See section 11.

The rights of the Class D Trust Note Holder to receive principal repayments will be subordinated to the rights of the Class A1a Trust Note Holder at all times and to the rights of the Class A1b Trust Note Holder, the Class A2 Trust Note Holder, the Class B Trust Note Holder and the Class C Trust Note Holder to receive principal payments if the Step Down Requirements are not satisfied on a Payment Date or following the occurrence of a Trust Event of Default and enforcement of the Trust Charge.

10.8 The Subordination of the Class C Trust Notes to the Class A Trust Notes and the Class B Trust Notes

The rights of Liberty Funding as the Class C Trust Note Holder to receive interest will be subordinated in priority of payments to the rights of Liberty Funding as the Class A Trust Note

Holder and the Class B Trust Note Holder to receive interest. The Class C Trust Note Holder will not receive any interest unless Secure Funding has sufficient funds to make all payments ranking in order of priority ahead of the payment of interest to the Class C Trust Note Holder. See section 11.

The rights of the Class C Trust Note Holder to receive principal repayments will be subordinated to the rights of the Class A1a Trust Note Holder at all times and to the rights of the Class A1b Trust Note Holder, the Class A2 Trust Note Holder and the Class B Trust Note Holder to receive principal payments if the Step Down Requirements are not satisfied on a Payment Date or following the occurrence of a Trust Event of Default and enforcement of the Trust Charge.

10.9 The Subordination of the Class B Trust Notes to the Class A Trust Notes

The rights of Liberty Funding as the Class B Trust Note Holder to receive interest will be subordinated in priority of payments to the rights of Liberty Funding as the Class A Trust Note Holder to receive interest. The Class B Trust Note Holder will not receive any interest unless Secure Funding has sufficient funds to make all payments ranking in order of priority ahead of the payment of interest to the Class B Trust Note Holder. See section 11.

The rights of the Class B Trust Note Holder to receive principal repayments will be subordinated to the rights of the Class A1a Trust Note Holder at all times and to the rights of the Class A1b Trust Note Holder and the Class A2 Trust Note Holder to receive principal payments if the Step Down Requirements are not satisfied on a Payment Date or following the occurrence of a Trust Event of Default and enforcement of the Trust Charge.

10.10 The Subordination of the Class A2 Trust Notes to the Class A1 Trust Notes

The rights of Liberty Funding as the Class A2 Trust Note Holder to receive interest will be subordinated in priority of payments to the rights of Liberty Funding as the Class A1 Trust Note Holder to receive interest. The Class A2 Trust Note Holder will not receive any interest unless Secure Funding has sufficient funds to make all payments ranking in order of priority ahead of the payment of interest to the Class A2 Trust Note Holder. See section 11.

The rights of the Class A2 Trust Note Holder to receive principal repayments will be subordinated to the rights of the Class A1a Trust Note Holder at all times and to the rights of the Class A1b Trust Note Holder to receive principal payments if the Step Down Requirements are not satisfied on a Payment Date or following the occurrence of a Trust Event of Default and enforcement of the Trust Charge.

10.11 The Subordination of the Class A1b Trust Notes to the Class A1a Trust Notes

The rights of the Class A1b Trust Note Holder to receive principal repayments will be subordinated to the rights of the Class A1a Trust Note Holder to receive principal payments other than following the occurrence of a Trust Event of Default and enforcement of the Trust Charge.

10.12 Weighted Average Borrower Rates

The Trust Servicer will undertake that it will maintain the Borrower Rate in respect of each Housing Loan (where permitted under the related Loan Agreement) such that the weighted average Borrower Rate for the Housing Loans is a rate at least equal to the greater of:

- (a) the Threshold Rate; and
- (b) the aggregate of:

- (i) the current Bank Bill Rate; and
- (ii) the Required Margin.

The “**Threshold Rate**” means the minimum Borrower Rates required to be set on the Housing Loans which will ensure that Secure Funding has sufficient funds (from Collections on such Housing Loans as well as any net amounts due to it under the Interest Rate Swap Agreement) (if any) available to meet the Required Payments (assuming that all parties comply with their obligations under such documents and such Housing Loans) and taking into account Housing Loans where the Trust Servicer does not have the discretion under the related Loan Agreement to vary the interest rate of that Housing Loan and moneys held in Authorised Investments.

11 CASHFLOW ALLOCATION METHODOLOGY - TRUST

11.1 Trust - General

The Supplementary Terms Notice describes the way in which the Trust Manager will calculate and Secure Funding will pay amounts on each Payment Date to, among others, the Holders of the Trust Notes.

11.2 Trust - Collections

The Trust Servicer will deposit all Collections into the Trust Collection Account within 2 Business Days of receipt by it of such Collections. Prior to depositing Collections to the Collections Account, it will hold those Collections on trust for Secure Funding.

11.3 Trust - Application of issue proceeds

The proceeds from the issuance of the Trust Notes on the Issue Date will be used:

- (a) first, to pay to the Seller the Purchase Price of the Housing Loans and Related Securities which are offered by the Seller to Secure Funding under the relevant Sale Notice or Receivables Transfer Statement (as the case may be) on the Issue Date; and
- (b) second, to deposit the remaining net proceeds of issuance (if any) into the Trust Collection Account to be allocated to the Principal Repayment Fund on the immediately succeeding Determination Date and distributed in accordance with the Cashflow Allocation Methodology on the immediately succeeding Payment Date.

11.4 Trust - Application of termination payments under swaps

Prior to the occurrence of a Trust Event of Default and enforcement of the Trust Charge under the Trust General Security Deed, any net termination payments that Secure Funding receives under any Interest Rate Swap Agreement will be applied towards paying any premium due and payable to a replacement Interest Rate Swap Provider required by Secure Funding to replace the terminated Interest Rate Swap Agreement. Any remaining amount will be allocated to the Interest Collections on the Determination Date after the relevant net termination payment is received by Secure Funding for payment on the following Payment Date in accordance with the Cashflow Allocation Methodology. If Secure Funding receives any net termination payments under any Interest Rate Swap Agreement and such net termination payments are less than the premium due and payable to a replacement Interest Rate Swap Provider, Secure Funding will pay the extent of the shortfall to the replacement Interest Rate Swap Provider as an Expense of the Trust in accordance with the Cashflow Allocation Methodology.

11.5 Trust - Accrued Interest Adjustment

- (a) As soon as practicable after the Closing Date in respect of Housing Loans which are acquired (including by Redesignation) by Secure Funding from a Seller, Secure Funding must calculate the Accrued Interest Adjustment in respect of such Housing Loans.
- (b) Secure Funding agrees to pay to the relevant Seller the Accrued Interest Adjustment calculated in accordance with section 11.5(a) on the Payment Date immediately following the Closing Date, in accordance with section 11.15(b).

11.6 Trust – Principal Adjustment

- (a) As soon as practicable after the Closing Date in respect of Housing Loans which are acquired (including by Redesignation) by Secure Funding from a Seller, Secure Funding must calculate the Principal Adjustment in respect of such Housing Loans.
- (b) The relevant Seller agrees to pay Secure Funding the Principal Adjustment within 5 Business Days of the Closing Date.

11.7 Trust - Calculation of Interest Collections

On each Determination Date, the Trust Manager will calculate the Interest Collections which will be equal to the aggregate of the following amounts (without double counting):

- (a) the Finance Charge Collections in respect of the immediately preceding Trust Collection Period;
- (b) any Other Income in respect of the immediately preceding Trust Collection Period; and
- (c) subject to section 11.4, any net payments to be received by Secure Funding under any Interest Rate Swap Agreement on the next Payment Date.

11.8 Trust - Calculation of Principal Repayment Fund

On each Determination Date, the Trust Manager will determine the Principal Repayment Fund which will be equal to the aggregate of:

- (a) the Principal Collections for that Determination Date;
- (b) the amount (if any) to be allocated to the Principal Repayment Fund on that Payment Date in reimbursement of any outstanding Principal Draw calculated in accordance with section 11.9;
- (c) any amount received as a First Guarantee Draw calculated in accordance with section 11.11;
- (d) all amounts to be allocated to the Principal Repayment Fund on that Payment Date to reimburse Class A1a Charge-Offs, Class A1b Charge-Offs, Class A2 Charge-Offs, Class B Charge-Offs, Class C Charge-Offs, Class D Charge-Offs, Class E Charge-Offs, Class F Charge-Offs and Class G Charge-Offs (as the case may be) pursuant to section 11.15;
- (e) all amounts to be allocated to the Principal Repayment Fund on that Payment Date to reimburse Class A1a Carryover Charge-Offs, Class A1b Carryover Charge-Offs, Class A2 Carryover Charge-Offs, Class B Carryover Charge-Offs, Class C Carryover Charge-Offs, Class D Carryover Charge-Offs, Class E Carryover Charge-Offs, Class F Carryover Charge-Offs and Class G Carryover Charge-Offs pursuant to section 11.15; and
- (f) in respect of the first Trust Collection Period only, the amount (if any) to be withdrawn from the Trust Collection Account and allocated to the Principal Repayment Fund in accordance with section 11.3.

11.9 Trust - Principal Draw

If the Trust Manager determines on any Determination Date that the Interest Collections in respect of that Determination Date to be made on the immediately following Payment Date are not

sufficient to meet the Required Payments in respect of the immediately following Payment Date, then the Trust Manager must direct Secure Funding to allocate an amount of Principal Repayment Fund in accordance with section 11.20(a) to meet that shortfall (a “**Principal Draw**”).

11.10 Trust - Liquidity Draw

If the Trust Manager determines, on any Determination Date, that the aggregate of:

- (a) the Interest Collections in respect of that Determination Date; and
- (b) any Principal Draws to be made on the immediately following Payment Date under section 11.9,

are not sufficient to meet the Required Payments in respect of that Payment Date in full, then the Trust Manager shall advise Secure Funding of that insufficiency (“**Liquidity Shortfall**”) and must direct Secure Funding to request a drawing under the Liquidity Facility (a “**Liquidity Draw**”), in an amount equal to the lesser of:

- (a) the Available Liquidity Amount on that day; and
- (b) the amount of the Liquidity Shortfall on that day,

and to apply that amount towards the Total Interest Collections for that Payment Period.

The Liquidity Facility will be available to be drawn to fund Liquidity Shortfalls up to an aggregate amount equal to the Liquidity Limit.

11.11 Trust – First Guarantee Draw

If the Trust Manager determines on any Determination Date that the aggregate of the Liquidation Losses for the immediately preceding Trust Collection Period and any unreimbursed Carryover Charge-Offs from any preceding Payment Periods exceeds the amount available to be applied towards those Liquidation Losses and unreimbursed Carryover Charge-Offs under section 11.15 on the immediately following Payment Date (such excess, a “**First Guarantee Draw Shortfall**”), the Trust Manager will direct Secure Funding to make a demand under the Guarantee (“**First Guarantee Draw**”) for payment on the following Payment Date of an amount equal to the lesser of:

- (a) an amount not exceeding the Guarantee Fee Reserve Account Balance on that Payment Date; and
- (b) the amount of the First Guarantee Draw Shortfall.

Secure Funding must apply the amount received from the Guarantor under the First Guarantee Draw in allocation to the Principal Repayment Fund on that Payment Date.

11.12 Trust – Second Guarantee Draw

If the Trust Manager determines on any Determination Date that the aggregate of the Interest Collections in respect of that Determination Date and any Liquidity Draw and any Principal Draw to be made on the immediately following Payment Date are not sufficient to meet the Required Payments in full for that Payment Period (such excess, a “**Second Guarantee Draw Shortfall**”), the Trust Manager will direct Secure Funding or (after a Trust Event of Default has occurred) the Trust Security Trustee to make a demand under the Guarantee (“**Second Guarantee Draw**”) for payment on the following Payment Date of an amount equal to the lesser of:

- (a) an amount not exceeding the Guarantee Fee Reserve Account Balance on that Payment Date (less the amount of any First Guarantee Draw on that Payment Date); and
- (b) the amount of the Second Guarantee Draw Shortfall.

Secure Funding must apply the amount received from the Guarantor under the Second Guarantee Draw towards the Total Interest Collections for that Payment Period.

11.13 Trust - Final Distribution from Guarantee Fee Reserve Account

On the Final Maturity Date of the Trust Notes, any funds remaining on deposit in the Guarantee Fee Reserve Account on such date after taking into account any First Guarantee Draw or Second Guarantee Draw to be made on that date will be paid to the Guarantor to be applied for its own purposes.

11.14 Trust - Calculation of Total Interest Collections

On each Determination Date, the Trust Manager will determine the Total Interest Collections which will equal to the aggregate of:

- (a) any Interest Collections calculated in accordance with section 11.7 in respect of that Determination Date;
- (b) any Principal Draw calculated in accordance with section 11.9 in respect of that Determination Date;
- (c) any Liquidity Draw calculated in accordance with section 11.10 in respect of that Determination Date; and
- (d) any amount received as a Second Guarantee Draw calculated in accordance with section 11.12 in respect of that Determination Date.

The Total Interest Collections in respect of a Determination Date must be applied on the immediately following Payment Date to meet payments in accordance with section 11.15.

11.15 Trust - Distribution of Total Interest Collections

On each Payment Date prior to the occurrence of a Trust Event of Default and enforcement of the Trust General Security Deed, the Trust Manager must direct Secure Funding to pay (and Secure Funding must pay) the following items (in the following order of priority) out of the Total Interest Collections in respect of that Payment Date:

- (a) first, by way of distribution of the income of the Trust, to the Residual Income Unitholder, the amount of A\$100;
- (b) next, any Accrued Interest Adjustment payable to a Seller upon the Redesignation or transfer of any Housing Loans and Related Securities to the Trust;
- (c) next, in paying or providing for the payment of any Taxes owing by Secure Funding in respect of the Trust (after the application of the balance of the Tax Account towards payment of such Taxes);
- (d) next, *pari passu* and rateably, in payment of any fees of, and any expenses due to be reimbursed to, the Trust Security Trustee, the Trust Custodian, the Trust Registrar, the

Trust Standby Trustee, the Trust Standby Servicer and the Trust Standby Manager in respect of the Trust;

- (e) next, in payment of any net payment due by Secure Funding under any Interest Rate Swap Agreement in respect of the Trust on that Payment Date (other than, Excluded Termination Amounts) provided that the Early Prepayment Costs (as defined in the relevant Interest Rate Swap Agreement) are only payable to the relevant Interest Rate Swap Provider to the extent that they are actually received by Secure Funding from the relevant Debtors;
- (f) next, in payment of any fees of, or any expenses or enforcement expenses due to be reimbursed to, Secure Funding in respect of the Trust;
- (g) next, in payment of any fees of, or any expenses or enforcement expenses due to be reimbursed to, the Trust Manager in respect of the Trust;
- (h) next, in payment of any fees of, or any expenses or enforcement expenses due to be reimbursed to, the Trust Servicer in respect of the Trust;
- (i) next, pari passu and rateably, in paying or providing for the payment or satisfaction of any Expenses of the Trust incurred during the Trust Collection Period immediately preceding that Payment Date up to an agreed maximum amount of A\$10,000 per annum;
- (j) next, any interest and fees payable on or prior to that Payment Date to the Liquidity Facility Provider under the Liquidity Facility (excluding any amounts payable under clause 12 (“Changed costs event”) of the Liquidity Facility Agreement and any indemnity amounts payable under clause 24 (“Costs, Charges, Expense and Indemnities”) of the Liquidity Facility Agreement));
- (k) next, to the Liquidity Facility Provider any outstanding Liquidity Draws;
- (l) next, pari passu and rateably:
 - (i) in payment of any unpaid Interest on the Class A1a Trust Notes owing at that time; and
 - (ii) in payment of any unpaid Interest on the Class A1b Trust Notes owing at that time;
- (m) next, pari passu and rateably:
 - (i) in payment of any interest due and payable to Holders of the Class A1a Trust Notes for the Payment Period ending on (but excluding) that Payment Date; and
 - (ii) in payment of any interest due and payable to Holders of the Class A1b Trust Notes for the Payment Period ending on (but excluding) that Payment Date;
- (n) next pari passu and rateably in payment of any unpaid Interest on the Class A2 Trust Notes owing at that time;
- (o) next, pari passu and rateably in payment of any interest due and payable to Holders of Class A2 Trust Notes for the Payment Period ending on (but excluding) that Payment Date;
- (p) next, pari passu and rateably, in payment of any unpaid Interest on the Class B Trust Notes owing at that time;

- (q) next, pari passu and rateably, in payment of any interest due and payable to the Holders of Class B Trust Notes for the Payment Period ending on (but excluding) that Payment Date;
- (r) next, pari passu and rateably, in payment of any unpaid Interest on the Class C Trust Notes owing at that time;
- (s) next, pari passu and rateably, in payment of any interest due and payable to the Holders of Class C Trust Notes for the Payment Period ending on (but excluding) that Payment Date;
- (t) next, pari passu and rateably, in payment of any unpaid Interest on the Class D Trust Notes owing at that time;
- (u) next, pari passu and rateably, in payment of any interest due and payable to the Holders of Class D Trust Notes for the Payment Period ending on (but excluding) that Payment Date;
- (v) next, pari passu and rateably, in payment of any unpaid Interest on the Class E Trust Notes owing at that time;
- (w) next, pari passu and rateably, in payment of any interest due and payable to the Holders of Class E Trust Notes for the Payment Period ending on (but excluding) that Payment Date;
- (x) next, pari passu and rateably, in payment of any unpaid Interest on the Class F Trust Notes owing at that time;
- (y) next, pari passu and rateably, in payment of any interest due and payable to the Holders of Class F Trust Notes for the Payment Period ending on (but excluding) that Payment Date;
- (z) next, as an allocation to Principal Repayment Fund in respect of that Payment Period, an amount in reimbursement of any outstanding Principal Draw;
- (aa) next, pari passu and rateably:
 - (i) in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class A1a Trust Notes on the preceding Determination Date; and
 - (ii) in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class A1b Trust Notes on the preceding Determination Date;
- (bb) next, pari passu and rateably:
 - (i) in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class A1a Carryover Charge-Offs that remain unreimbursed at that time; and
 - (ii) in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class A1b Carryover Charge-Offs that remain unreimbursed at that time;
- (cc) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class A2 Trust Notes on the preceding Determination Date;
- (dd) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class A2 Carryover Charge-Offs that remain unreimbursed at that time;

- (ee) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class B Trust Notes on the preceding Determination Date;
- (ff) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class B Carryover Charge-Offs that remain unreimbursed at that time;
- (gg) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class C Trust Notes on the preceding Determination Date;
- (hh) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class C Carryover Charge-Offs that remain unreimbursed at that time;
- (ii) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class D Trust Notes on the preceding Determination Date;
- (jj) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class D Carryover Charge-Offs that remain unreimbursed at that time;
- (kk) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class E Trust Notes on the preceding Determination Date;
- (ll) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class E Carryover Charge-Offs that remain unreimbursed at that time;
- (mm) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class F Trust Notes on the preceding Determination Date;
- (nn) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class F Carryover Charge-Offs that remain unreimbursed at that time;
- (oo) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to all Liquidation Losses allocated to the Class G Trust Notes on the preceding Determination Date;
- (pp) next, pari passu and rateably, in allocation to the Principal Repayment Fund of an amount equal to the aggregate of all Class G Carryover Charge-Offs that remain unreimbursed at that time;
- (qq) next, in payment to the Guarantor of the Guarantee Fee which is due and payable on that Payment Date, until the Guarantee Fee Reserve Account Balance equals the Guarantee Fee Reserve Account Maximum Amount;
- (rr) next, to the Interest Rate Swap Provider (if any), Excluded Termination Amounts and Early Repayment Costs that are due and payable in respect of the relevant Interest Rate Swap Agreement which have not been paid under section 11.15(e) above;

- (ss) next, any other amounts payable on or prior to that Payment Date to the Liquidity Facility Provider under the Liquidity Facility Agreement to the extent not paid under paragraph (j) and paragraph (k) above;
- (tt) next, pari passu and rateably, in payment of any unpaid Interest on the Class G Trust Notes owing at that time;
- (uu) next, pari passu and rateably, in payment of any interest due and payable to the Holders of Class G Trust Notes for the Payment Period ending on (but excluding) that Payment Date;
- (vv) next, to retain in the Tax Account an amount equal to the Tax Shortfall (if any) for that Payment Period;
- (ww) next, to retain in the Tax Account an amount equal to the Tax Amount (if any) for that Payment Period;
- (xx) next, in payment of any fees of and any expenses due to be reimbursed to, the Trust Originator; and
- (yy) next, in paying or providing for the payment or satisfaction of any Expenses of the Trust incurred during the Trust Collection Period immediately preceding that Payment Date which have not been paid under section 11.15(i) above.

Secure Funding will only make a payment under any of section 11.15(a) to section 11.15(yy) inclusive to the extent that any Total Interest Collections remain from which to make the payment after amounts with priority to that amount have been paid and distributed in full.

11.16 Trust - Distribution of Income of Trust

On each Payment Date, after all amounts of Total Interest Collections are paid in accordance with section 11.15, Secure Funding must, to the extent any surplus amount remains, distribute such amount to the Residual Income Unitholder as a distribution of the income of the Trust.

11.17 Trust - Allocation of Liquidation Losses

On any Determination Date or on the Final Maturity Date (as the case may be), if the Trust Manager determines that there are Liquidation Losses in respect of any Housing Loan during the immediately preceding Trust Collection Period, the Trust Manager must allocate those Liquidation Losses in the following order:

- (a) first, towards, pari passu and rateably, the Class G Trust Notes, until the aggregate Stated Amount of the Class G Trust Notes is reduced to zero (such amount allocated being a **“Class G Charge-Off”**);
- (b) next, towards, pari passu and rateably, the Class F Trust Notes, until the aggregate Stated Amount of the Class F Trust Notes is reduced to zero (such amount allocated being a **“Class F Charge-Off”**);
- (c) next, towards, pari passu and rateably, the Class E Trust Notes, until the aggregate Stated Amount of the Class E Trust Notes is reduced to zero (such amount allocated being a **“Class E Charge-Off”**);
- (d) next, towards, pari passu and rateably, the Class D Trust Notes, until the aggregate Stated Amount of the Class D Trust Notes is reduced to zero (such amount allocated being a **“Class D Charge-Off”**);

- (e) next, towards, pari passu and rateably, the Class C Trust Notes, until the aggregate Stated Amount of the Class C Trust Notes is reduced to zero (such amount allocated being a “**Class C Charge-Off**”);
- (f) next, towards, pari passu and rateably, the Class B Trust Notes, until the aggregate Stated Amount of the Class B Trust Notes is reduced to zero (such amount allocated being a “**Class B Charge-Off**”);
- (g) next, towards, pari passu and rateably the Class A2 Trust Notes until the aggregate Stated Amount of the Class A2 Trust Notes is reduced to zero (such amount allocated being a “**Class A2 Charge-Off**”); and
- (h) next, towards, pari passu and rateably:
 - (i) the Class A1a Trust Notes until the aggregate Stated Amount of the Class A1a Trust Notes is reduced to zero (such amount allocated being a “**Class A1a Charge-Off**”); and
 - (ii) the Class A1b Trust Notes until the aggregate Stated Amount of the Class A1b Trust Notes is reduced to zero (such amount allocated being a “**Class A1b Charge-Off**”).

11.18 Trust - Carryover Charge-Offs

If, on any Determination Date, the Liquidation Losses for the preceding Trust Collection Period ending on that Determination Date exceed the aggregate of:

- (a) the amount of the Total Interest Collections available for allocation to Liquidation Losses in section 11.15(aa), section 11.15(cc), section 11.15(ee), section 11.15(gg), section 11.15(ii), section 11.15(kk), section 11.15(mm) and section 11.15(oo) on that Determination Date; and
- (b) the amount of the First Guarantee Draw on that Determination Date,

then the Trust Manager must direct Secure Funding to, on and with effect from the next Payment Date allocate that excess in the following order:

- (a) first, to reduce, pari passu and rateably, the aggregate Stated Amount of the Class G Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class G Trust Notes is reduced to zero (such excess being a “**Class G Carryover Charge-Off**”);
- (b) next, to reduce, pari passu and rateably, the aggregate Stated Amount of the Class F Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class F Trust Notes is reduced to zero (such excess being a “**Class F Carryover Charge-Off**”);
- (c) next, to reduce, pari passu and rateably, the aggregate Stated Amount of the Class E Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class E Trust Notes is reduced to zero (such excess being a “**Class E Carryover Charge-Off**”);
- (d) next, to reduce, pari passu and rateably, the aggregate Stated Amount of the Class D Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class D Trust Notes is reduced to zero (such excess being a “**Class D Carryover Charge-Off**”);

- (e) next, to reduce, pari passu and rateably, the aggregate Stated Amount of the Class C Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class C Trust Notes is reduced to zero (such excess being a “**Class C Carryover Charge-Off**”);
- (f) next, to reduce, pari passu and rateably, the aggregate Stated Amount of the Class B Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class B Trust Notes is reduced to zero (such excess being a “**Class B Carryover Charge-Off**”);
- (g) next, to reduce pari passu and rateably, the aggregate Stated Amount of the Class A2 Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class A2 Trust Notes is reduced to zero (such excess being a “**Class A2 Carryover Charge-Off**”); and
- (h) next, to reduce pari passu and rateably:
 - (i) the aggregate Stated Amount of the Class A1a Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class A1a Trust Notes is reduced to zero (such excess being a “**Class A1a Carryover Charge-Off**”); and
 - (ii) the aggregate Stated Amount of the Class A1b Trust Notes by the amount of that excess until the aggregate Stated Amount of the Class A1b Trust Notes is reduced to zero (such excess being a “**Class A1b Carryover Charge-Off**”).

Charge-Off amounts may be reinstated. See section 11.19.

11.19 Trust - Reinstatement of Carryover Charge-Offs

To the extent that, on any Determination Date, amounts are available for allocation in section 11.15(bb), section 11.15(dd), section 11.15(ff), section 11.15(hh), section 11.15(jj), section 11.15(ll), section 11.15(nn) and section 11.15(pp), then such amounts together with the amount of any First Guarantee Draw on that Determination Date will be applied on the next Payment Date to increase respectively:

- (a) in respect of section 11.15(bb), pari passu and rateably:
 - (i) the aggregate Stated Amount of the Class A1a Trust Notes until the aggregate Stated Amount of the Class A1a Trust Notes equals the aggregate Invested Amount of the Class A1a Trust Notes; and
 - (ii) the aggregate Stated Amount of the Class A1b Trust Notes until the aggregate Stated Amount of the Class A1b Trust Notes equals the aggregate Invested Amount of the Class A1b Trust Notes;
- (b) in respect of section 11.15(dd), pari passu and rateably, the aggregate Stated Amount of the Class A2 Trust Notes until the aggregate Stated Amount of the Class A2 Trust Notes equals the aggregate Invested Amount of the Class A2 Trust Notes;
- (c) in respect of section 11.15(ff), pari passu and rateably, the aggregate Stated Amount of the Class B Trust Notes until the aggregate Stated Amount of the Class B Trust Notes equals the aggregate Invested Amount of the Class B Trust Notes;
- (d) in respect of section 11.15(hh), pari passu and rateably, the aggregate Stated Amount of the Class C Trust Notes until the aggregate Stated Amount of the Class C Trust Notes equals the aggregate Invested Amount of the Class C Trust Notes;

- (e) in respect of section 11.15(jj), pari passu and rateably, the aggregate Stated Amount of the Class D Trust Notes until the aggregate Stated Amount of the Class D Trust Notes equals the aggregate Invested Amount of the Class D Trust Notes;
- (f) in respect of section 11.15(ll), pari passu and rateably, the aggregate Stated Amount of the Class E Trust Notes until the aggregate Stated Amount of the Class E Trust Notes equals the aggregate Invested Amount of the Class E Trust Notes;
- (g) in respect of section 11.15(nn), pari passu and rateably, the aggregate Stated Amount of the Class F Trust Notes until the aggregate Stated Amount of the Class F Trust Notes equals the aggregate Invested Amount of the Class F Trust Notes; and
- (h) in respect of section 11.15(pp), pari passu and rateably, the aggregate Stated Amount of the Class G Trust Notes until the aggregate Stated Amount of the Class G Trust Notes equals the aggregate Invested Amount of the Class G Trust Notes.

11.20 Trust - Distribution of Principal Repayment Fund - Prior to the Occurrence of a Trust Event of Default and the enforcement of the Trust Charge under the Trust General Security Deed

On each Determination Date prior to the occurrence of a Trust Event of Default and the enforcement of the Trust General Security Deed, the Trust Manager must direct Secure Funding to pay (and Secure Funding must pay) on the following Payment Date the following items out of the Principal Repayment Fund in respect of that Determination Date:

- (a) first, to allocate to Total Interest Collections the amount of any Principal Draw to be provided on that Payment Date under section 11.9;
- (b) next, if no Redraw Trigger is subsisting, to fund any Redraws;
- (c) next, to the Holders of Class A1a Trust Notes, until the Invested Amount of the Class A1a Trust Notes has been reduced to zero;
- (d) next, if the Step Down Requirements are satisfied on that Payment Date, pari passu and rateably:
 - (i) to the Holders of the Class A1b Trust Notes, until the Invested Amount of the Class A1b Trust Notes has been reduced to zero;
 - (ii) to the Holders of the Class A2 Trust Notes, until the Invested Amount of the Class A2 Trust Notes has been reduced to zero;
 - (iii) to the Holders of the Class B Trust Notes, until the Invested Amount of the Class B Trust Notes has been reduced to zero;
 - (iv) to the Holders of the Class C Trust Notes, until the Invested Amount of the Class C Trust Notes has been reduced to zero;
 - (v) to the Holders of the Class D Trust Notes, until the Invested Amount of the Class D Trust Notes has been reduced to zero;
 - (vi) to the Holders of the Class E Trust Notes, until the Invested Amount of the Class E Trust Notes has been reduced to zero; and

- (vii) to the Holders of the Class F Trust Notes, until the Invested Amount of the Class F Trust Notes has been reduced to zero;
- (e) next, if the Step Down Requirements are not satisfied on that Payment Date, in the following order of priority:
 - (i) first, pari passu and rateably, to the Holders of the Class A1b Trust Notes until the Invested Amount of the Class A1b Trust Notes has been reduced to zero;
 - (ii) next, pari passu and rateably, to the Holders of the Class A2 Trust Notes until the Invested Amount of the Class A2 Trust Notes has been reduced to zero;
 - (iii) next, pari passu and rateably, to the Holders of the Class B Trust Notes until the Invested Amount of the Class B Trust Notes has been reduced to zero;
 - (iv) next, pari passu and rateably, to the Holders of the Class C Trust Notes until the Invested Amount of the Class C Trust Notes has been reduced to zero;
 - (v) next, pari passu and rateably, to the Holders of the Class D Trust Notes until the Invested Amount of the Class D Trust Notes has been reduced to zero;
 - (vi) next, pari passu and rateably, to the Holders of the Class E Trust Notes until the Invested Amount of the Class E Trust Notes has been reduced to zero; and
 - (vii) next, pari passu and rateably, to the Holders of the Class F Trust Notes until the Invested Amount of the Class F Trust Notes has been reduced to zero;
- (f) next, pari passu and rateably, to the Holders of the Class G Trust Notes until the Invested Amount of the Class G Trust Notes has been reduced to zero; and
- (g) next, the balance to the Residual Income Unitholder.

Secure Funding will only make a payment under any of section 11.20(a) to section 11.20(g) inclusive to the extent that any funds comprising the Principal Repayment Fund remain from which to make the payment after accounts with priority to that amount have been paid and distributed in full.

11.21 Trust - Application of Proceeds Following a Trust Event of Default

Following the occurrence of a Trust Event of Default and enforcement of the Trust Charge under the Trust General Security Deed, the Trust Security Trustee must apply all moneys received by it in respect of the Trust Collateral in the following order:

- (a) first, to each holder of an Encumbrance in which the Trust Security Trustee is aware and which has priority over the Trust Charge in relation to the Assets of the Trust;
- (b) next, pari passu and rateably, in payment of any fees and any liabilities, losses, costs, claims, expenses, actions, damages, demands, charges, stamp duties and other taxes due to the Trust Manager, Secure Funding, the Trust Servicer, the Trust Custodian, the Trust Security Trustee, the Trust Registrar, the Trust Standby Trustee, the Trust Standby Servicer and the Trust Standby Manager and the Receiver's remuneration;
- (c) next, pari passu and rateably, in payment of other outgoings and liabilities that the Receiver, Secure Funding, the Trust Manager or the Trust Security Trustee have incurred in acting under the Master Trust Deed and any other Transaction Document;

- (d) next, to pay all Secured Moneys owing to the Liquidity Facility Provider (excluding any amounts payable under clause 12 (“Changed costs event”) of the Liquidity Facility Agreement);
- (e) next, to the Interest Rate Swap Provider in payment of all the Trust Secured Money Owing to the Interest Rate Swap Provider (if any) (other than Excluded Termination Amounts);
- (f) next, pari passu and rateably:
 - (i) in payment of all the Trust Secured Money Owing to the Holders of the Class A1a Trust Notes; and
 - (ii) in payment of all the Trust Secured Money Owing to the Holders of the Class A1b Trust Notes;
- (g) next, pari passu and rateably in payment of all the Trust Secured Money Owing to the Holders of the Class A2 Trust Notes;
- (h) next, pari passu and rateably, in payment of all the Trust Secured Money owing to the Holders of the Class B Trust Notes;
- (i) next, pari passu and rateably, in payment of all the Trust Secured Money owing to the Holders of the Class C Trust Notes;
- (j) next, pari passu and rateably, in payment of all the Trust Secured Money owing to the Holders of the Class D Trust Notes;
- (k) next, pari passu and rateably in payment of all the Trust Secured Money owing to the Holders of the Class E Trust Notes;
- (l) next, pari passu and rateably in payment of all the Trust Secured Money owing to the Holders of the Class F Trust Notes;
- (m) next, pari passu and rateably, to the Interest Rate Swap Provider in payment of all the Trust Secured Money Owing to the Interest Rate Swap Provider (if any) to the extent not paid under paragraph (e);
- (n) next, pari passu and rateably, to the Liquidity Facility Provider in payment of any other amounts payable under the Liquidity Facility Agreement to the extent not paid under paragraph (d) above;
- (o) next, pari passu and rateably, in payment of all the Trust Secured Money owing to the Holders of the Class G Trust Notes;
- (p) next, pari passu and rateably, in payment of all amounts owing by Secure Funding to the Trust Manager and the Trust Servicer under the Master Management Deed and the Master Trust Servicer Deed (respectively) in respect of the Trust;
- (q) next, pari passu and rateably, in payment of any remaining Trust Secured Money owing to the Trust Secured Creditors; and
- (r) next, to pay any surplus to Secure Funding to be distributed in accordance with the terms of the Master Trust Deed and the Supplementary Terms Notice.

11.22 Collateral Support

The proceeds of any Collateral Support will not be treated as collateral available for distribution in accordance with section 11.21. Following the occurrence of a Trust Event of Default and enforcement of the Trust Charge under the Trust General Security Deed, any such collateral Support shall, except to the extent that the relevant Support Facility requires it to be applied to satisfy any obligation owed to Secure Funding in connection with such Support Facility, be returned to the relevant Support Facility Provider.

12 CASHFLOW ALLOCATION METHODOLOGY - SERIES

12.1 Series - Calculation of Available Income

On each Payment Date, the Series Manager will calculate the Available Income (without double counting) as follows:

- (a) the aggregate Series Income Collections in respect of the Series Collection Period ending on that Payment Date; plus
- (b) the Other Income in respect of the Series Collection Period ending on that Payment Date; plus
- (c) all other amounts received by or on behalf of Liberty Funding in respect of the Series Assets in the nature of income during the Series Collection Period ending on that Payment Date.

12.2 Series - Payments (Interest Waterfall)

Prior to the occurrence of a Series Event of Default and enforcement of the Series Charge, the Series Manager must direct Liberty Funding to pay the following items in the following order of priority out of the Available Income on each Payment Date:

- (a) first, to pay any Taxes payable in relation to the Series;
- (b) next, pari passu and rateably:
 - (i) to pay Series Security Trustee's fee and any costs, charges, expenses or indemnities payable to the Series Security Trustee, on that Payment Date;
 - (ii) to pay Series Manager's fee and any costs, charges, expenses or indemnities payable to the Series Manager, on that Payment Date;
 - (iii) to pay Series Standby Manager's fee and any costs, charges, expenses or indemnities payable to the Series Standby Manager, on that Payment Date;
 - (iv) to pay Series Registrar's fee and any costs, charges, expenses or indemnities payable to the Series Registrar, on that Payment Date; and
 - (v) to pay any other Expenses of the Series,

except to the extent that they have been paid by or on behalf of Liberty Funding pursuant to the Cashflow Allocation Methodology (as defined in the Supplementary Terms Notice);

- (c) next, pari passu and rateably, to pay:
 - (i) the Interest on the Class A1a Notes pari passu and rateably to the Holders of the Class A1a Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class A1a Notes in respect of preceding Series Payment Periods; and
 - (ii) the Interest on the Class A1b Notes pari passu and rateably to the Holders of the Class A1b Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class A1b Notes in respect of preceding Series Payment Periods;

- (d) next, to pay the Interest on the Class A2 Notes pari passu and rateably to the Holders of the Class A2 Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class A2 Notes in respect of preceding Series Payment Periods;
- (e) next, to pay the Interest on the Class B Notes pari passu and rateably to the Holders of the Class B Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class B Notes in respect of preceding Series Payment Periods;
- (f) next, to pay the Interest on the Class C Notes pari passu and rateably to the Holders of the Class C Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class C Notes in respect of preceding Series Payment Periods;
- (g) next, to pay the Interest on the Class D Notes pari passu and rateably to the Holders of the Class D Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class D Notes in respect of preceding Series Payment Periods;
- (h) next, to pay the Interest on the Class E Notes pari passu and rateably to the Holders of the Class E Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class E Notes in respect of preceding Series Payment Periods;
- (i) next, to pay the Interest on the Class F Notes pari passu and rateably to the Holders of the Class F Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class F Notes in respect of preceding Series Payment Periods;
- (j) next, to pay the Interest on the Class G Notes pari passu and rateably to the Holders of the Class G Notes for the Series Payment Period ending on (but excluding) that Payment Date and any unpaid interest on the Class G Notes in respect of preceding Series Payment Periods;
- (k) next, pari passu and rateably, to pay:
 - (i) any indemnity amounts payable on or prior to that Payment Date to the Dealers, Arranger and Joint Lead Managers under clause 15.1 (“Indemnity by Liberty Funding and the Manager”) of the Dealer Agreement; and
 - (ii) any other amounts payable under a Transaction Document in respect of the Series to the extent not paid under the preceding paragraphs (excluding any principal payment in respect of the Invested Amount of any Notes); and
- (l) next, to pay the remaining amount as a subordinated management fee to the Series Manager.

Liberty Funding, on the direction of the Series Manager, will only make a payment under any of section 12.2(a) to section 12.2(l) inclusive to the extent that any Available Income remains from which to make the payment after amounts with priority to those amounts have been paid and distributed.

12.3 Series - Principal Distributions

Prior to the occurrence of a Series Event of Default and enforcement of the Series Charge, the Series Manager must direct Liberty Funding to pay the Series Principal Collection on each Payment Date in the following order of priority:

- (a) first, pari passu and rateably to the Holders of the Class A1a Notes in reduction of the Invested Amount of the Class A1a Notes, until the Invested Amount of those Class A1a Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
- (b) next, if the Step Down Requirements are satisfied on that Payment Date, pari passu and rateably:
 - (i) to the Holders of the Class A1b Notes in reduction of the Invested Amount of the Class A1b Notes, until the Invested Amount of those Class A1b Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
 - (ii) to the Holders of the Class A2 Notes in reduction of the Invested Amount of the Class A2 Notes, until the Invested Amount of those Class A2 Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
 - (iii) to the Holders of the Class B Notes in reduction of the Invested Amount of the Class B Notes, until the Invested Amount of those Class B Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
 - (iv) to the Holders of the Class C Notes in reduction of the Invested Amount of the Class C Notes, until the Invested Amount of those Class C Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
 - (v) to the Holders of the Class D Notes in reduction of the Invested Amount of the Class D Notes, until the Invested Amount of those Class D Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
 - (vi) to the Holders of the Class E Notes in reduction of the Invested Amount of the Class E Notes, until the Invested Amount of those Class E Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero; and
 - (vii) to the Holders of the Class F Notes in reduction of the Invested Amount of the Class F Notes, until the Invested Amount of those Class F Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
- (c) next, if the Step Down Requirements are not satisfied on that Payment Date, in the following order of priority:
 - (i) first, pari passu and rateably to the Holders of the Class A1b Notes in reduction of the Invested Amount of the Class A1b Notes, until the Invested Amount of those Class A1b Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
 - (ii) next, pari passu and rateably to the Holders of the Class A2 Notes in reduction of the Invested Amount of the Class A2 Notes, until the Invested Amount of those Class A2 Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;

- (iii) next, pari passu and rateably to the Holders of the Class B Notes in reduction of the Invested Amount of the Class B Notes, until the Invested Amount of those Class B Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
- (iv) next, pari passu and rateably to the Holders of the Class C Notes in reduction of the Invested Amount of the Class C Notes, until the Invested Amount of those Class C Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
- (v) next, pari passu and rateably to the Holders of the Class D Notes in reduction of the Invested Amount of the Class D Notes, until the Invested Amount of those Class D Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
- (vi) next, pari passu and rateably to the Holders of the Class E Notes in reduction of the Invested Amount of the Class E Notes, until the Invested Amount of those Class E Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
- (vii) next, pari passu and rateably to the Holders of the Class F Notes in reduction of the Invested Amount of the Class F Notes, until the Invested Amount of those Class F Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero;
- (c) next, pari passu and rateably to the Holders of the Class G Notes in reduction of the Invested Amount of the Class G Notes, until the Invested Amount of those Class G Notes (taking into account the payments made on the relevant Payment Date) is reduced to zero; and
- (d) next, the balance, if any, to the Series Manager.

Liberty Funding, on the direction of the Series Manager, will only make a payment under any of section 12.3(a) to section 12.3(d) inclusive to the extent that any Series Principal Collections remains from which to make the payment after amounts with priority to that amounts have been paid and distributed.

12.4 Series - Application of proceeds following a Series Event of Default

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

- (a) first, to any person with a prior ranking claim to the extent of that claim;
- (b) next, to any Series Receiver appointed to the Series Collateral for its Costs and remuneration in connection with exercising, enforcing or preserving rights (or considering doing so) in connection with the Transaction Documents;
- (c) next, to pay all the Series Secured Moneys owing to the Series Security Trustee;
- (d) next, to pay all the Series Secured Moneys owing to the Series Registrar;
- (e) next, to pay pari passu and rateably:

- (i) all Series Secured Moneys owing to the Series Manager;
 - (ii) all Series Secured Moneys owing to the Series Standby Manager;
- (f) next, to pay all Series Secured Moneys owing to the Holders of the Notes to be applied in the following order:
- (i) first, pari passu and rateably:
 - (A) between the Noteholders of the Class A1a Notes, towards all unpaid interest on the Class A1a Notes; and
 - (B) between the Noteholders of the Class A1b Notes, towards all unpaid interest on the Class A1b Notes;
 - (ii) next, pari passu and rateably:
 - (A) between the Noteholders of the Class A1a Notes, to reduce the Invested Amount of the Class A1a Notes; and
 - (B) between the Noteholders of the Class A1b Notes, to reduce the Invested Amount of the Class A1b Notes;
 - (iii) next, pari passu and rateably between the Noteholders of the Class A2 Notes, towards all unpaid interest on the Class A2 Notes;
 - (iv) next, pari passu and rateably between the Noteholders of the Class A2 Notes, to reduce the Invested Amount of the Class A2 Notes;
 - (v) next, pari passu and rateably between the Noteholders of the Class B Notes, towards all unpaid interest on the Class B Notes;
 - (vi) next, pari passu and rateably between the Noteholders of the Class B Notes, to reduce the Invested Amount of the Class B Notes;
 - (vii) next, pari passu and rateably between the Noteholders of the Class C Notes, towards all unpaid interest on the Class C Notes;
 - (viii) next, pari passu and rateably between the Noteholders of the Class C Notes, to reduce the Invested Amount of the Class C Notes;
 - (ix) next, pari passu and rateably between the Noteholders of the Class D Notes, towards all unpaid interest on the Class D Notes;
 - (x) next, pari passu and rateably between the Noteholders of the Class D Notes, to reduce the Invested Amount of the Class D Notes;
 - (xi) next, pari passu and rateably between the Noteholders of the Class E Notes, towards all unpaid interest on the Class E Notes;
 - (xii) next, pari passu and rateably between the Noteholders of the Class E Notes, to reduce the Invested Amount of the Class E Notes;
 - (xiii) next, pari passu and rateably between the Noteholders of the Class F Notes, towards all unpaid interest on the Class F Notes;

- (xiv) next, pari passu and rateably between the Noteholders of the Class F Notes, to reduce the Invested Amount of the Class F Notes;
- (xv) next, pari passu and rateably between the Noteholders of the Class G Notes, towards all unpaid interest on the Class G Notes;
- (xvi) next, pari passu and rateably between the Noteholders of the Class G Notes, to reduce the Invested Amount of the Class G Notes; and
- (xvii) next, any other Series Secured Money owing to the Holders of the Notes;
- (g) next, to pay pari passu and rateably all Series Secured Money owing to the Series Secured Creditors to the extent not paid under the preceding paragraphs; and
- (h) next, to pay the balance, if any, as a subordinated management fee to the Series Manager.

12.5 Series - Charge-Offs

If, at any time:

- (a) the aggregate Stated Amount of the Class G Trust Notes is less than the aggregate Invested Amount of the Class G Trust Notes (such shortfall being the “**Corresponding Class G Charge-Off**”), the Stated Amount of each Class G Note will be taken to equal:

$$A - (A/B \times C)$$

where:

A = the Invested Amount of the relevant Class G Note at that time.

B = the aggregate Invested Amount of all Class G Notes at that time.

C = the Corresponding Class G Charge-Off.

- (b) the aggregate Stated Amount of the Class F Trust Notes is less than the aggregate Invested Amount of the Class F Trust Notes (such shortfall being the “**Corresponding Class F Charge-Off**”), the Stated Amount of each Class F Note will be taken to equal:

$$A - (A/B \times C)$$

where:

A = the Invested Amount of the relevant Class F Note at that time.

B = the aggregate Invested Amount of all Class F Notes at that time.

C = the Corresponding Class F Charge-Off.

- (c) the aggregate Stated Amount of the Class E Trust Notes is less than the aggregate Invested Amount of the Class E Trust Notes (such shortfall being the “**Corresponding Class E Charge-Off**”), the Stated Amount of each Class E Note will be taken to equal:

$$A - (A/B \times C)$$

where:

- A = the Invested Amount of the relevant Class E Note at that time.
- B = the aggregate Invested Amount of all Class E Notes at that time.
- C = the Corresponding Class E Charge-Off.

(d) the aggregate Stated Amount of the Class D Trust Notes is less than the aggregate Invested Amount of the Class D Trust Notes (such shortfall being the “**Corresponding Class D Charge-Off**”), the Stated Amount of each Class D Note will be taken to equal:

$$A - (A/B \times C)$$

where:

- A = the Invested Amount of the relevant Class D Note at that time.
- B = the aggregate Invested Amount of all Class D Notes at that time.
- C = the Corresponding Class D Charge-Off.

(e) the aggregate Stated Amount of the Class C Trust Notes is less than the aggregate Invested Amount of the Class C Trust Notes (such shortfall being the “**Corresponding Class C Charge-Off**”), the Stated Amount of each Class C Note will be taken to equal:

$$A - (A/B \times C)$$

where:

- A = the Invested Amount of the relevant Class C Note at that time.
- B = the aggregate Invested Amount of all Class C Notes at that time.
- C = the Corresponding Class C Charge-Off.

(f) the aggregate Stated Amount of the Class B Trust Notes is less than the aggregate Invested Amount of the Class B Trust Notes (such shortfall being the “**Corresponding Class B Charge-Off**”), the Stated Amount of each Class B Note will be taken to equal:

$$A - (A/B \times C)$$

where:

- A = the Invested Amount of the relevant Class B Note at that time.
- B = the aggregate Invested Amount of all Class B Notes at that time.
- C = the Corresponding Class B Charge-Off.

(g) the aggregate Stated Amount of the Class A2 Trust Notes is less than the aggregate Invested Amount of the Class A2 Trust Notes (such shortfall being the “**Corresponding Class A2 Charge-Off**”), the Stated Amount of each Class A2 Note will be taken to equal:

$$A - (A/B \times C)$$

where:

- A = the Invested Amount of the relevant Class A2 Note at that time.
- B = the aggregate Invested Amount of all Class A2 Notes at that time.
- C = the Corresponding Class A2 Charge-Off.

(h) the aggregate Stated Amount of the Class A1b Trust Notes is less than the aggregate Invested Amount of the Class A1b Trust Notes (such shortfall being the “**Corresponding Class A1b Charge-Off**”), the Stated Amount of each Class A1b Note will be taken to equal:

$$A - (A/B \times C)$$

where:

- A = the Invested Amount of the relevant Class A1b Note at that time.
- B = the aggregate Invested Amount of all Class A1b Notes at that time.
- C = the Corresponding Class A1b Charge-Off.

(i) the aggregate Stated Amount of the Class A1a Trust Notes is less than the aggregate Invested Amount of the Class A1a Trust Notes (such shortfall being the “**Corresponding Class A1a Charge-Off**”), the Stated Amount of each Class A1a Note will be taken to equal:

$$A - (A/B \times C)$$

where:

- A = the Invested Amount of the relevant Class A1a Note at that time.
- B = the aggregate Invested Amount of all Class A1a Notes at that time.
- C = the Corresponding Class A1a Charge-Off.

13 TRANSACTION STRUCTURE - TRUST

13.1 Master Trust Program

The Secure Funding Master Trust Program (the “**Program**”) was established by the Trust Manager to originate and securitise, among other things, Housing Loans and Related Securities. Separate trusts may, from time to time, be constituted under the Program. Each trust is separate and distinct from any other trust under the Program and the assets of each trust will not be available to meet the liabilities of any other trust. The terms of each trust will be governed by the Master Trust Deed and the specific terms of each trust will be set out in a supplementary terms notice for such trust.

13.2 The Trust

Liberty Series 2020-2 Trust will be a common law trust established by the Trust Manager under the laws of New South Wales. The Trust may only act through Secure Funding as trustee of the Trust. Accordingly references to actions or obligations of Secure Funding refer to such actions or obligations of the Trust.

Purpose of the Trust

The sole purpose of the Trust is to enter into the transactions contemplated by the Transaction Documents.

Capital

The beneficial interest in the trust will initially be represented by two (2) units:

- (a) a residual capital unit; and
- (b) a residual income unit.

Both units will be held by Minerva Fiduciary Pty Ltd (as trustee) who will pay an initial subscription amount of A\$5 in respect of them. The interest of Minerva Fiduciary Pty Ltd (as trustee) in each unit is transferable provided that such transfer does not have an Adverse Rating Effect.

Office

All communication in respect of the Trust must flow through Secure Funding. The Trust does not have, nor is it required under Australian law to have, a separate registered office.

Debt Securities

Other than the Trust Notes, Secure Funding will not issue any other debt securities in respect of the Trust.

Management

Liberty Financial has been appointed as Trust Manager and will carry on the day to day administration, supervision and management of the Trust. See section 13.5.

13.3 Secure Funding

Secure Funding is appointed as trustee of the Trust, pursuant to the Notice of Creation, on the terms set out in the Master Trust Deed and the Supplementary Terms Notice. Secure Funding is paid a regular periodic fee (as agreed from time to time between Secure Funding and the Trust Manager).

Duties of Secure Funding

Under the Master Trust Deed, Secure Funding undertakes to (among other things):

- (a) 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 has been removed in accordance with the Master Trust Deed;
- (b) not create any security interest over, charge, or deal with, the Assets of the Trust except in the manner permitted by the Transaction Documents;
- (c) not to, except in the manner contemplated by the Transaction Documents, transfer or deal with the Assets of the Trust or merge the Assets of the Trust with any other assets of Secure Funding (in its personal capacity or in its capacity as trustee of another trust);
- (d) prepare proper and adequate books of account for the Trust in accordance with the Corporations Act; and
- (e) notify the Trust Security Trustee as soon as practicable after becoming aware of a Trust Event of Default.

Powers of Secure Funding

Secure Funding has all the powers in respect of the Trust that it is legally possible for a natural person or corporation to have and as though it were the absolute and beneficial owner of the Assets of the Trust. Such powers include the ability and power to borrow and raise funds (subject to the Transaction Documents) on the security of the Assets of the Trust.

Secure Funding may delegate its powers and will not be liable for the acts or omissions of any agent or delegate provided that:

- (a) Secure Funding appoints the agent or delegate in good faith and using due care; and
- (b) the agent or delegate is not a related entity of Secure Funding.

The Master Trust Deed contains customary provisions for a document of this type that regulate the performance by Secure Funding of its duties and obligations and the protections afforded to Secure Funding. In general, Secure Funding's liability in all circumstances (and the recourse of the Trust Secured Creditors) will be limited to the Assets of the Trust unless Secure Funding is fraudulent, grossly negligent or there is wilful default on the part of Secure Funding.

Limited Recourse to Secure Funding

Secure Funding's liability in its capacity as trustee of the Trust is limited to and can only be enforced against Secure Funding to the extent to which it can be satisfied out of Assets of the Trust out of which Secure Funding is actually indemnified for the liability and the fees it has received as trustee of the Trust. However, this limitation does not apply to the extent that the

liability is not satisfied because there is a reduction in the extent of Secure Funding's right of indemnity as a result of fraud, gross negligence or wilful default on the part of Secure Funding.

No person (including, without limitation, the Trust Secured Creditors) may sue Secure Funding in any capacity other than as trustee of the Trust, including seeking the appointment of a Trust Receiver (except in relation to the Assets of the Trust), a liquidator, an administrator or any similar person to Secure Funding or prove in any liquidation, administration or arrangement of, or affecting, Secure Funding (except in relation to the Assets of the Trust).

Secure Funding has the particular role and obligations specifically set out in the Transaction Documents. The Trust Manager and other parties are responsible for different aspects of the operation of the Trust and its assets. Secure Funding has no liability for any loss, costs, liabilities or expenses arising from the Trust Manager or any other person failing to perform their obligations under or in connection with the Trust except to the extent such loss, cost, liability or expense is caused by fraud, gross negligence or wilful default on the part of Secure Funding.

Termination

Secure Funding must immediately retire as trustee of the Trust if:

- (a) Secure Funding (in its personal capacity) is insolvent;
- (b) Secure Funding is in breach of a material obligation under the Transaction Documents and, where such breach is remediable, Secure Funding has not remedied such breach within 90 days of becoming aware of it; or
- (c) required by law,

(each a "**Trustee Termination Event**").

Secure Funding may also retire as trustee of the Trust upon giving 3 months notice in writing to the Unitholders and Trust Secured Creditors. The retirement takes effect on the later to occur of the retirement date specified in the notice and the appointment of a replacement trustee.

Trust Standby Trustee

If Secure Funding's appointment is terminated due to the occurrence of a Trustee Termination Event then, from the date of termination until the earlier of:

- (a) the appointment of a replacement trustee; and
- (b) the retirement of the Trust Standby Trustee under the Master Trust Deed,

the Trust Standby Trustee (or any other person appointed to act as its agent) must use its best endeavours to act as the standby trustee of the Trust with respect to the Transaction Documents in relation to the Trust upon the terms specified in the Master Trust Deed and to carry on and conduct its business in a proper and efficient manner as standby trustee of the Trust.

The Trust Standby Trustee shall, regardless of the scope of its obligations from time to time, have all the rights and powers of Secure Funding (in its capacity as trustee of the Trust) under the Transaction Documents which it may or may not exercise at its discretion. Neither the Trust Standby Trustee nor its agent is liable for any loss, costs, liabilities or expenses arising out of it exercising or failing to exercise any powers or rights, or performing or failing to perform its obligations or duties as Trust Standby Trustee, except where such acts or omissions amount to gross negligence, wilful default or fraud of the Trust Standby Trustee or its agent.

13.4 Housing Loans and Related Securities - Housing Loan Eligibility Criteria

The Housing Loans to be acquired by the Trust will be originated by the Trust Originator and will meet certain criteria and parameters, including without limitation:

- (a) the Housing Loan is secured by a valid and perfected first ranking mortgage registered in favour of Secure Funding;
- (b) the Housing Loan is secured by a mortgage in relation to which relevant documents have been or will be lodged with, and which have been retained by, the Trust Custodian;
- (c) the Housing Loan is a loan having a maturity date of no later than 30 years after the date of the relevant loan agreement;
- (d) the mortgaged property in respect of the Housing Loan is covered by general property insurance;
- (e) the Housing Loan satisfies the loan to value ratio criteria set out in the current policies and procedures of the Trust Originator; and
- (f) the interest payable under the Housing Loan is based on a floating rate of interest or fixed rate of interest in respect of which Secure Funding has entered into a fixed to floating interest rate swap (and the ability of the Debtor to convert the variable to a fixed rate is subject to entry into such interest rate swap agreement).

See section 5.7.

Any Related Securities will also be assigned to the Trust upon transfer of the Housing Loans.

In addition, under the Supplementary Terms Notice, the Trust Originator will give the following representations and warranties in relation to the Housing Loans to be acquired by the Trust:

- (a) the Seller did not enter into the Housing Loan in contravention with any applicable law in a manner which would result in a Material Adverse Effect;
- (b) the Housing Loan is enforceable in accordance with its terms against the relevant Debtor;
- (c) the Housing Loan satisfies the Eligibility Criteria;
- (d) at the time the Seller entered into the Housing Loan, it did so in good faith;
- (e) at the time that the Seller entered into the Housing Loan, the Housing Loan was originated in the ordinary course of the Seller's business;
- (f) the Trust Servicer has, from the time that the Seller entered into the Housing Loan, complied with the Servicing Procedures;
- (g) at the time the Seller entered into the Housing Loan, it had not received any notice of the insolvency or bankruptcy of the Debtor or that the Debtor did not have the legal capacity to enter into the Housing Loan;
- (h) the Seller is the sole legal owner of the Housing Loan and that, to its knowledge, on the date that the Housing Loan is acquired by Secure Funding, no Encumbrance other than a charge over a Seller Trust or a Seller Series that will be released on the Issue Date when

the Housing Loan and the Related Security become Assets of the Trust exists in relation to its right, title and interests in the Housing Loan;

- (i) it holds, in accordance with the Servicing Procedures, all documents necessary to enforce the provisions of, and the security created by, the Housing Loan and each Related Security (if any);
- (j) other than in respect of priorities granted by statute, it has not received notice from any person that claims to have an Encumbrance other than a charge over a Seller Trust or a Seller Series that will be released on the Issue Date when the Housing Loan and the Related Security become Assets of the Trust ranking in priority to or equal with the Housing Loan or Related Security;
- (k) except if the Housing Loan is subject to a fixed rate of interest at any time and except as may be provided by applicable laws or any provision of any law, regulation or code of conduct which is binding on the Seller, the interest payable on the Housing Loan is not subject to any limitation and no consent, additional memoranda or other writing is required from the Debtor to give effect to a change in the interest rate payable on the Housing Loan and any change will be effective on notice being given to the Debtor in accordance with the terms of the Housing Loan;
- (l) the Seller is lawfully entitled to assign the Housing Loan and no consent to the sale and assignment of the Housing Loan or notice of that sale and assignment is required to be given by or to any person including, without limitation, any Debtor;
- (m) at the time the Seller entered into the Housing Loan, all necessary steps were taken to ensure that the related Mortgage complied with all legal requirements applicable at that time for that Mortgage to be a first ranking registered mortgage (subject to any statutory charges, any prior charges of a body corporate, service company or equivalent, whether registered or otherwise) secured over the relevant Land, subject to stamping (where applicable) and registration in due course;
- (n) upon the acceptance of the offer contained in the Sale Notice or Receivables Transfer (as the case may be), beneficial ownership of the Housing Loan will vest in Secure Funding in respect of the Trust free and clear of all Encumbrances;
- (o) the sale of the Housing Loan will not be held by a court to constitute a transaction at an undervalue, a fraudulent conveyance or a voidable preference under any insolvency laws; and
- (p) the Seller is not subject to an Insolvency Event.

13.5 The Trust Manager

Liberty Financial has been appointed as Trust Manager under the Master Management Deed and the Supplementary Terms Notice to carry on the day to day administration, supervision and management of the Trust. The Trust Manager is paid a regular periodic fee (as agreed from time to time between Secure Funding and the Trust Manager and in respect of which a Rating Notification has been provided).

Duties of the Trust Manager

Under the Master Management Deed, the Trust Manager agrees to undertake the following duties (among others):

- (a) take all steps as it considers necessary or desirable to enable Secure Funding to perform its obligations under the Transaction Documents or exercise its rights in respect of any present and future right, property or undertaking of Secure Funding of whatever kind and wherever situated;
- (b) evaluate proposals in relation to the acquisition of Housing Loans and Related Securities;
- (c) open, close, maintain and operate the bank account of the Trust;
- (d) maintain appropriate records and prepare accounts and reports in respect of the Trust as required;
- (e) notify the Trust Security Trustee, Secure Funding and each Designated Rating Agency as soon as practicable after becoming aware of a Trust Event of Default, a Trust Manager Termination Event or a Trust Servicer Termination Event (each as defined below); and
- (f) comply with the requirements of any relevant laws (including, where relevant, the requirements of the National Credit Code) in exercising its rights and carrying out its obligations under the Master Management Deed.

Termination

Upon the occurrence of certain events (each a “**Trust Manager Termination Event**”), the appointment of the Trust Manager may be terminated. The Trust Manager may also retire from the management of the Trust upon giving 3 months notice in writing, or such lesser time as the Trust Manager, the Trust Standby Manager and Secure Funding agree, provided that the Trust Manager may not retire unless:

- (a) it has appointed a replacement Trust manager which is acceptable to Secure Funding, the Trust Security Trustee and each Designated Rating Agency; and
- (b) the replacement Trust manager executes a deed under which it covenants to act as Trust Manager on, substantially, the same terms and for a fee determined on a market basis.

Trust Standby Manager

If the Trust Manager’s appointment is terminated due to the occurrence of a Trust Manager Termination Event, then from the date of termination until the earlier of:

- (a) the appointment of a replacement Trust manager; and
- (b) the retirement of the Trust Standby Manager under the Master Management Deed,

the Trust Standby Manager (or any other person appointed to act as its agent) must act as standby Trust Manager with respect to the Transaction Documents in relation to the Trust and is required to carry on and conduct its business in a proper and efficient manner as standby Trust Manager.

The Trust Standby Manager shall, regardless of the scope of its obligations from time to time, have all the rights and powers of the Trust Manager under the Transaction Documents which it may or may not exercise at its discretion. Neither the Trust Standby Manager nor its agent is

liable for any loss, costs, liabilities or expenses arising out of its exercising or failing to exercise any powers or rights, or performing or failing to perform its obligations or duties as Trust Standby Manager, except where such acts or omissions amount to fraud, gross negligence or wilful default of the Trust Standby Manager or its agent.

13.6 The Trust Servicer

Under the Master Servicer Deed and the Supplementary Terms Notice, Liberty Financial is appointed as Trust Servicer to service, manage and administer the Housing Loans and Related Securities in respect of the Trust until a Trust Servicer Termination Event occurs or where its appointment is terminated in respect of the Trust. The Trust Servicer agrees to service, manage and administer the Housing Loans and Related Securities at its expense using all proper care, skill and diligence, and all its experience and expertise in the management of Housing Loans and Related Securities, in accordance with (among other things) the Master Servicer Deed, the requirements of the Servicing Procedures and any written instructions given by Secure Funding. The Trust Servicer is paid a regular periodic fee (as agreed from time to time between Secure Funding and the Trust Servicer and in respect of which a Rating Notification has been provided).

Duties

Under the Master Servicer Deed and the Supplementary Terms Notice the Trust Servicer agrees to undertake the following duties in respect of the Trust (among others):

- (a) take action to protect or enforce the terms of any Housing Loan or otherwise exercise any rights conferred under documentation or at law in relation to the Housing Loan and take such action and incur such expenses as are necessary for such protection, enforcement or exercise of rights in accordance with the Servicing Procedures;
- (b) set any fees payable in respect of, each Housing Loan on the instructions of the Trust Manager;
- (c) prepare and collate all reasonably necessary performance statistics of the Housing Loans;
- (d) provide to Secure Funding promptly from time to time such information, documents, records, reports or other information relating to the Housing Loans or the operations of the Trust Servicer as may be reasonably requested by Secure Funding;
- (e) on behalf of Secure Funding, collect all Collections received by it in respect of each Housing Loan and remit any such Collections in the manner required by the Supplementary Terms Notice;
- (f) maintain any loan account in respect of any Housing Loan of the Trust and give all notices, documents or statement required to be given under the Servicing Procedures to the relevant debtor; and
- (g) notify the Trust Security Trustee, Secure Funding and each Designated Rating Agency as soon as practicable after becoming aware of a Trust Servicer Termination Event.

Termination

Upon the occurrence of certain events (each a “**Trust Servicer Termination Event**”), the appointment of the Trust Servicer may be terminated. The Trust Servicer may also retire upon giving to Secure Funding 3 months notice in writing, or such lesser time as the Trust Servicer and Secure Funding agree, provided that the Trust Servicer may not retire unless:

- (a) it has appointed a replacement Trust Servicer which is acceptable to Secure Funding, the Trust Security Trustee and each Designated Rating Agency; and
- (b) the replacement Trust Servicer executes a deed under which it covenants to act as Trust Servicer on, substantially, the same terms and for a fee determined on a market basis.

Trust Standby Servicer

If the Trust Servicer's appointment is terminated due to the occurrence of a Trust Servicer Termination Event, then from the date of termination until the earlier of:

- (a) the appointment of a replacement Trust Servicer; and
- (b) the retirement of the Trust Standby Servicer under the Master Trust Servicer Deed,

the Trust Standby Servicer (or any another person appointed to act as its agent) must act as standby Trust Servicer with respect to the Transaction Documents in relation to the Trust and is required to carry on and conduct its business in a proper and efficient manner as standby Trust Servicer. The Trust Standby Servicer is only required to perform the services specified in the Master Trust Servicer Deed (including without limitation, collecting Collections, preparing and issuing notices to debtors and setting the interest rate on Housing Loans in accordance with the relevant loan agreement) and shall only be required to perform such other services as agreed with the Trust Manager in writing from time to time.

The Trust Standby Servicer shall, regardless of the scope of its obligations from time to time, have all the rights and powers of the Trust Servicer under the Transaction Documents which it may or may not exercise at its discretion. Neither the Trust Standby Servicer nor its agent is liable for any loss, costs, liabilities or expenses arising out of its exercising or failing to exercise any powers or rights, or performing or failing to perform its obligations or duties as Trust Standby Servicer, except where such acts or omissions amount to fraud, gross negligence or wilful default of the Trust Standby Servicer or its agent.

13.7 Security Structure

Trust Security Trustee

P.T. Limited is appointed as Trust Security Trustee on the terms set out in the Master Trust Deed. The Trust Security Trustee is a professional trustee company and operates as a limited liability public company under the Corporations Act.

The Master Trust Deed contains customary provisions for a document of this type that regulate the performance by the Trust Security Trustee of its duties and obligations and the protections afforded to the Trust Security Trustee. In addition, it contains provisions which regulate the steps that are to be taken by the Trust Security Trustee upon the occurrence of a Trust Event of Default. In general, if a Trust Event of Default occurs, the Trust Security Trustee will convene a meeting of the Trust Secured Creditors of the Trust to obtain directions as to what actions the Trust Security Trustee should take in respect of the Trust Collateral.

Trust General Security Deed

The Holders of Trust Notes have the benefit of a security interest over all the Trust Collateral under the Trust General Security Deed and the Master Trust Deed. The Trust Security Trustee holds this security interest on behalf of the Trust Secured Creditors (including the Holders of Trust Notes) pursuant to the Master Trust Deed and may (or, if directed to do so by an

Extraordinary Resolution of Trust Secured Creditors, the Trust Security Trustee must) enforce the security interest upon the occurrence of a Trust Event of Default (as defined below).

Trust Event of Default

A “**Trust Event of Default**” in respect of the Trust occurs if:

- (a) **(failure to pay)** Secure Funding fails to make a payment in accordance with the Transaction Documents on its due date (or within 3 Business Days of its due date) but excluding:
 - (i) a failure by Secure Funding to pay any amount that ranks junior (in accordance with section 11.15) to interest on the Class A1 Trust Notes, for so long as the Invested Amount of the Class A1 Trust Notes is greater than zero;
 - (ii) a failure by Secure Funding to pay any amount that ranks junior (in accordance with section 11.15) to interest on the Class A2 Trust Notes, for so long as the Invested Amount of the Class A2 Trust Notes is greater than zero;
 - (iii) a failure by Secure Funding to pay any amount that ranks junior (in accordance with section 11.15) to interest on the Class B Trust Notes, for so long as the Invested Amount of the Class B Trust Notes is greater than zero;
 - (iv) a failure by Secure Funding to pay any amount that ranks junior (in accordance with section 11.15) to interest on the Class C Trust Notes, for so long as the Invested Amount of the Class C Trust Notes is greater than zero;
 - (v) a failure by Secure Funding to pay any amount that ranks junior (in accordance with section 11.15) to interest on the Class D Trust Notes, for so long as the Invested Amount of the Class D Trust Notes is greater than zero;
 - (vi) a failure by Secure Funding to pay any amount that ranks junior (in accordance with section 11.15) to interest on the Class E Trust Notes, for so long as the Invested Amount of the Class E Trust Notes is greater than zero; and
 - (vii) a failure by Secure Funding to pay any amount that ranks junior (in accordance with section 11.15) to interest on the Class F Trust Notes, for so long as the Invested Amount of the Class F Trust Notes is greater than zero;
- (b) **(insolvency event):**
 - (i) an Insolvency Event occurs in respect of Secure Funding (in its capacity as trustee of the Trust); or
 - (ii) an Insolvency Event occurs in respect of Secure Funding (in its personal capacity) and a new trustee or the Trust Standby Trustee is not appointed within 60 days of the occurrence of the Insolvency Event to act as trustee of the Trust;
- (c) **(illegality of a Transaction Document)** all or any part of a Transaction Document (other than an Exempted Transaction Document) is terminated or is or becomes void, illegal, unenforceable or of limited force or effect, or any party becomes entitled to terminate, rescind or avoid all or any part of that Transaction Document where such event will have a Material Adverse Payment Effect;

- (d) **(illegality of an Exempted Transaction Document)** each of the following occurs in respect of an Exempted Transaction Document:
- (i) all or any part of an Exempted Transaction Document is terminated or is or becomes void, illegal, unenforceable or of limited force or effect, or any party becomes entitled to terminate, rescind or avoid all or any part of that Exempted Transaction Document (an “**Affected Transaction Document**”);
 - (ii) a new agreement substantially in the form of the Affected Transaction Document and which achieves substantially the same effect as the Affected Transaction Document (a “**Replacement Transaction Document**”) is not executed and delivered by the relevant parties within 10 Business Days of the relevant Exempted Transaction Document becoming an Affected Transaction Document; and
 - (iii) any failure by the relevant parties to execute and deliver the relevant Replacement Transaction Document causes a Material Adverse Payment Effect;
- (e) **(non-exercise of indemnity)** Secure Funding 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 Trust Secured Creditor and the circumstances are not rectified to the reasonable satisfaction of the Trust Security Trustee within 30 days of the Trust Security Trustee requiring Secure Funding in writing to rectify them; or
- (f) **(Trust General Security Deed)** the Trust General Security Deed is not or ceases to be valid and enforceable or (unless Secure Funding is expressly permitted to do so under the Transaction Documents or the Trust Security Trustee, at the direction of an Extraordinary Resolution of Secured Creditors, consents) Secure Funding agrees, attempts or takes any step to:
- (i) create or allow to exist another Encumbrance over the Trust Collateral other than any Permitted Encumbrance (for a period of more than 10 Business Days following Secure Funding becoming aware of the creation or existence of such Encumbrance); or
 - (ii) assign or otherwise deal in any way with the General Security Deed or any interest in it, or allow any interest in it to arise or be varied,

where such event will have a Material Adverse Payment Effect.

Limited Recourse to Trust Security Trustee

The Trust Security Trustee’s liability under the Transaction Documents is limited to the amount which it receives from Secure Funding or a Trust Receiver in respect of the Trust Collateral under the Master Trust Deed. This limitation will not apply to a liability of the Trust Security Trustee to the extent that it is caused by the Trust Security Trustee’s fraud, gross negligence or wilful default.

Fees and indemnities

Secure Funding, under the Master Trust Deed, has agreed to pay to the Trust Security Trustee from time to time a fee (as agreed to between Secure Funding and the Trust Security Trustee). Secure Funding must also pay or reimburse the Trust Security Trustee for all costs, charges and expenses incurred by the Trust Security Trustee in connection with its obligations under the

Transaction Documents, except to the extent such cost, charge or expense was incurred directly as a result of the Trust Security Trustee's fraud, gross negligence or wilful default.

Application of Proceeds Following a Trust Event of Default

Following the occurrence of a Trust Event of Default and enforcement of the Trust Charge under the Trust General Security Deed, the Trust Security Trustee must apply all moneys received by it in respect of the Trust Collateral in the order described in section 11.21.

13.8 The Interest Rate Swap

Purpose of Interest Rate Swap

Secure Funding will enter into interest rate swaps with the Interest Rate Swap Provider (or any eligible swap provider acceptable to each Designated Rating Agency) to hedge the interest rate risk in respect of the fixed rate Housing Loans.

One or more fixed rate swap transactions will be entered into to hedge the fixed rate portion of the Housing Loans provided to Debtors. The rate of interest on a Housing Loan will be fixed for the life of the swap transaction relating to it and will be set having regard to the ongoing obligations of Secure Funding.

Interest Rate Swap Provider

The initial Interest Rate Swap Provider is National Australia Bank Limited. National Australia Bank Limited currently has a long-term counterparty credit rating of "Aa3" from Moody's and a short-term rating of "P-1" from Moody's and has a long-term credit rating of "A+" from Fitch and a short term rating of "F1" from Fitch.

Except for the information provided in the preceding paragraph, the Interest Rate Swap Provider has not been involved in the preparation of, and does not accept responsibility for, this Information Memorandum.

Termination by the Interest Rate Swap Provider

The Interest Rate Swap Provider will have the right to terminate the Interest Rate Swap Agreement in certain circumstances including:

- (a) if Secure Funding fails to make a payment under the Interest Rate Swap Agreement within 3 Business Days after notice of failure is given to Secure Funding;
- (b) certain bankruptcy related events occur in relation to Secure Funding and the obligations of Secure Funding have not been transferred to a replacement trustee within the prescribed period;
- (c) if by reason of the occurrence of a force majeure event or act of state it becomes impossible or impractical for Secure Funding to perform its obligations under the Interest Rate Swap Agreement;
- (d) if, due to a change 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 Agreement; and
- (e) if a Trust Event of Default occurs and the Trust Security Trustee takes action to enforce the Trust General Security Deed.

Termination by Secure Funding

Secure Funding will have the right to terminate the Interest Rate Swap Agreement in certain circumstances, including the following:

- (i) if the Interest Rate Swap Provider fails to make a payment under the Interest Rate Swap Agreement within 3 Business Days after notice of failure is given to the Interest Rate Swap Provider;
- (j) if certain bankruptcy related events occur in relation to the Interest Rate Swap Provider;
- (k) if the Interest Rate Swap Provider merges with, or otherwise transfers all or substantially all of its assets to another entity and the new entity does not assume all of the obligations of the Interest Rate Swap Provider under the Interest Rate Swap Agreement or any associated credit support document;
- (l) if, due to a change in law, it becomes illegal for Secure Funding 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 Agreement; and
- (m) if the Interest Rate Swap Provider fails to perform its obligations under the Interest Rate Swap Agreement following the withdrawal or downgrade of the Interest Rate Swap Provider's credit rating below the prescribed rating by each Designated Rating Agency (see "Downgrade of Interest Rate Swap Provider" below).

Withholding Tax

If the Interest Rate Swap Provider is required to withhold or deduct from any payment under the Interest Rate Swap Agreement an amount for or on account of any present or future taxes, duties, levies, imposts, charges, assessments or tax imposed by any government or taxing authority it will not be required to gross up such payments.

Downgrade of Interest Rate Swap Provider

If, as a result of the withdrawal or downgrade of the Interest Rate Swap Provider's credit rating by a Designated Rating Agency, the Interest Rate Swap Provider does not have a short term credit rating or long term credit rating as designated in the Interest Rate Swap Agreement, the Interest Rate Swap Provider may be required to, at its cost, take certain action within certain timeframes specified in the Interest Rate Swap Agreement.

This action may include in respect of the particular downgrade one of the following:

- (a) lodging collateral as determined under the Interest Rate Swap Agreement;
- (b) entering into an agreement novating the Interest Rate Swap Agreement to a replacement counterparty which holds the relevant ratings;
- (c) procuring another person to become a co-obligor or unconditionally and irrevocably guarantee the obligations of the Interest Rate Swap Provider under the Interest Rate Swap Agreement; or
- (d) entering into other arrangements in respect of which a Rating Notification has been given.

Additionally, in respect of the downgrade of the Interest Rate Swap Provider below certain credit ratings, the Interest Rate Swap Provider may be required to both lodge collateral and to take one of the other courses of action described in paragraphs (b) to (d) (inclusive) above.

If the Interest Rate Swap Provider lodges collateral with Secure Funding, any interest or income on that cash collateral will be paid to the Interest Rate Swap Provider, provided that any such interest or income will only be payable to the extent that any payment will not reduce the balance of the collateral to less than the amount required to be maintained under the Interest Rate Swap Agreement.

Secure Funding may only make withdrawals of the collateral if directed to do so by the Trust Manager for certain prescribed purposes as set out in the Interest Rate Swap Agreement.

The complete obligations of the Interest Rate Swap Provider following the downgrade of its credit rating are set out in the Interest Rate Swap Agreement.

13.9 Liquidity Facility

The Liquidity Facility will be available to be drawn to fund Liquidity Shortfalls provided that the aggregate of drawings to fund such Liquidity Shortfalls does not exceed the Liquidity Limit.

Liquidity Advances

If, on any Determination Date during the Liquidity Availability Period, the Trust Manager determines that there is a Liquidity Shortfall under the Supplementary Terms Notice, then the Trust Manager must request an advance to be made under the Liquidity Facility Agreement on the Payment Date immediately following that Determination Date in accordance with the Liquidity Facility Agreement and equal to the lesser of:

- (a) the Liquidity Shortfall; and
- (b) the Available Liquidity Amount.

Interest

Interest accrues on a daily basis on each Liquidity Advance from and including its drawdown date until the Liquidity Advance is repaid in full, at a rate equal to the sum of the bank bill rate (as determined in accordance with the Liquidity Facility Agreement) on the first day of the Liquidity Interest Period plus a margin. It will be calculated by reference to a year of 365 days.

If the bank bill rate (as determined in accordance with the Liquidity Facility Agreement) for a Liquidity Interest Period determined in accordance with the above is less than zero, the bank bill rate for that Liquidity Interest Period will be zero percent per annum.

Interest is payable in arrears on each Payment Date.

Downgrade of the Liquidity Facility Provider

If at any time (for so long as any Trust Notes are outstanding) the Liquidity Facility Provider does not have:

- (a) in the case of Moody's, a short term counterparty risk assessment of at least P-1(cr) or, if a short term counterparty risk assessment is not available for that financial institution, a short term deposit rating of at least P-1 assigned to the Liquidity Facility Provider; and

- (b) in the case of Fitch, a long term credit rating of at least A or a short term credit rating of at least F1,

or such other credit rating or ratings by the relevant Designated Rating Agency as may be agreed by the Trust Manager and the Liquidity Facility Provider from time to time provided that the Trust Manager has delivered a Rating Notification in respect of such other credit rating or ratings, then the Liquidity Facility Provider do one of the following (as determined by the Liquidity Facility Provider in its discretion):

- (a) procure a replacement Liquidity Facility within 30 calendar days of such downgrade;
- (b) request the Series Manager to make a collateral drawing for an amount equal to the Liquidity Limit at that time less the Liquidity Principal Outstanding at that time within 14 calendar days of such downgrade; or
- (c) implement such other structural changes in respect of which a Rating Notification has been given within 30 calendar days of such downgrade,

or such longer period as may be agreed by the Trust Manager and the Liquidity Facility Provider and provided that a Rating Notification has been given in respect of that longer period of such downgrade.

Availability Fee

Secure Funding will pay an availability fee (calculated on the un-utilised portion of the Liquidity Limit) in arrears to the Liquidity Facility Provider on each Payment Date out of Total Available Income in accordance with the Supplementary Terms Notice.

Liquidity Event of Default

A Liquidity Event of Default occurs if:

- (a) Secure Funding fails to pay:
 - (i) subject to paragraph (ii) below any amount owing under the Liquidity Facility Agreement where funds are available for that purpose under the Supplementary Terms Notice; or
 - (ii) any amount due under the Liquidity Facility Agreement in respect of interest and fees, irrespective of whether funds are available for that purpose under the Supplementary Terms Notice,

in the manner contemplated by the Liquidity Facility Agreement, in each case within 3 Business Days of the due date for payment of such amount;

- (b) Secure Funding alters or the Trust Manager instructs it to alter the priority of payments under the Transaction Documents without the consent of the Liquidity Facility Provider or Secure Funding breaches any of its undertakings under the Liquidity Facility Agreement and that breach has a Material Adverse Effect (as the term is defined in the Liquidity Facility Agreement) in respect of the Liquidity Facility Provider;
- (c) a Trust Event of Default occurs and the Trust Security Trustee enforces the Trust Charge;

- (d) an Insolvency Event occurs in respect of Secure Funding in its capacity as trustee of the Trust and Secure Funding is not replaced in accordance with the Master Trust Deed within 60 days of the Insolvency Event; or
- (e) a representation or warranty made or taken to be made by Secure Funding in connection with the Liquidity Facility Agreement is found to have been incorrect or misleading when made or taken to be made and that breach has a Material Adverse Effect (as the term is defined in the Liquidity Facility Agreement) in respect of the Liquidity Facility Provider.

Termination and Extension of Liquidity Facility

The Liquidity Facility will terminate on the earlier of:

- (a) the Liquidity Facility Termination Date; and
- (b) the Liquidity Facility Provider Termination Date.

The “**Liquidity Facility Termination Date**” is the earliest of:

- (a) the Availability Termination Date;
- (b) the date which is one day after the date upon which all Trust Notes have been fully and finally redeemed in full in accordance with the Transaction Documents;
- (c) the date on which the Liquidity Facility Provider terminates the Liquidity Facility where, as a result of a change in law, the Liquidity Facility Provider has determined that it will be impossible or illegal for the Liquidity Facility Provider to provide financial accommodation or otherwise observe its obligations under the terms of the Liquidity Facility Agreement;
- (d) the date upon which the Liquidity Facility is cancelled or the Liquidity Limit is reduced to zero by notice from Secure Funding (provided that a Rating Notification has been given in respect of such cancellation or reduction);
- (e) the date upon which the Liquidity Facility is replaced by a replacement Liquidity Facility as a result of a downgrade of the Liquidity Facility Provider in accordance with the Liquidity Facility Agreement; and
- (f) the date upon which the Liquidity Facility Provider terminates its obligations in respect of the Liquidity Facility following the occurrence of a Liquidity Event of Default.

The “**Liquidity Facility Provider Termination Date**” is the later of:

- (a) the Payment Date declared by the Trust Manager in accordance with the Liquidity Facility Agreement; and
- (b) the date upon which Secure Funding has paid or repaid to the Liquidity Facility Provider all Liquidity Draws outstanding on the Payment Date declared under paragraph (a) above together with all accrued but unpaid interest and all other money outstanding under the Liquidity Facility Agreement.

The “**Liquidity Availability Period**” means the period from the date of the Liquidity Facility Agreement to the earlier of:

- (a) the date falling 1 day after the Final Maturity Date; and

- (b) the date on which the Liquidity Facility is terminated in accordance with the Liquidity Facility Agreement.

The “**Availability Termination Date**” means the last day of the Liquidity Availability Period.

Collateral drawings

The proceeds of any collateral drawing must be deposited into an account (“**Collateral Account**”) in the name of Secure Funding with an Eligible Bank. The Collateral Account may only be operated in accordance with the terms of the Liquidity Facility Agreement.

If, on any Determination Date after a collateral drawing has been made, the Trust Manager would, but for the fact that the Liquidity Facility has been fully drawn, be required to arrange for a Liquidity Advance in accordance with the Supplementary Terms Notice, then the Trust Manager must direct Secure Funding to transfer from the Collateral Account into the Trust Collection Account an amount equal to the lesser of:

- (a) the Liquidity Advance; and
- (b) the Collateral Account Balance,

by no later than 11.30 am (Sydney time) on the immediately following Payment Date.

If:

- (a) at any time after a collateral drawing has been made the credit rating of the Liquidity Facility Provider becomes equal to:
 - (i) in the case of Moody’s, a short term counterparty risk assessment of P-1(cr) or, if a short term counterparty risk assessment is not available for that financial institution, a short term deposit rating of P-1; and
 - (ii) in the case of Fitch, long term credit rating of A or a short term credit rating of F1, or such other credit rating or ratings by the relevant Designated Rating Agency as may be agreed by the Trust Manager and the Liquidity Facility Provider from time to time;
- (b) the Liquidity Facility is terminated in accordance with its terms (other than as a result of the occurrence of the Availability Termination Date); or
- (c) the Liquidity Facility Provider complies with clause 10.1(a) or clause 10.1(c) of the Liquidity Facility Agreement (“Downgrade”),

then the Liquidity Facility Provider must notify the Trust Manager of that event and the Trust Manager must then direct Secure Funding to, and Secure Funding must, repay to the Liquidity Facility Provider the balance of the Collateral Account (if any) within 1 Business Day of being so directed by the Trust Manager such amount being applied towards repayment of the then outstanding Collateral Advances.

All interest or other returns accrued (net of all costs properly incurred by Secure Funding) on the balance of the Collateral Account, or any Authorised Investments purchased with the Collateral Account Balance, belong to the Liquidity Facility Provider and all such interest or returns which have been credited to the Collateral Account must be paid to the Liquidity Facility Provider on each Payment Date.

13.10 The Guarantee Fee Reserve Account

The credit support provided by the Guarantee Fee Reserve Account is regulated by the following documents.

Deed of Covenant

Under the Deed of Covenant, the Guarantor covenants in favour of Secure Funding to pay into the Guarantee Fee Reserve Account, on each Payment Date, a certain portion of the Guarantee Fee (being the Adjusted Deposit Amount) paid to it by Secure Funding on that Payment Date up to the amount needed to increase the Guarantee Fee Reserve Account Balance to be an amount equal to the Guarantee Fee Reserve Account Maximum Amount.

Specific Security Deed

Under the Specific Security Deed, the Guarantor mortgages all of its right, title and interest in the Guarantee Fee Reserve Account to Secure Funding. The Specific Security Deed provides Secure Funding with security over the Guarantee Fee Reserve Account Balance and permits Secure Funding to withdraw amounts from the Guarantee Fee Reserve Account if that mortgage is enforced or to invest in Authorised Investments which mature on or prior to the immediately succeeding Payment Date provided that all amounts received by the Guarantor on that maturity must be credited to the Guarantee Fee Reserve Account.

Deposit Deed

Under the Deposit Deed, the Guarantor, the bank with which the Guarantee Fee Reserve Account is maintained, Secure Funding and the Trust Security Trustee agree the terms upon which the Guarantee Fee Reserve Account will be opened, maintained and operated by Secure Funding and the Guarantor. Under the Deposit Deed, the Guarantor may withdraw money standing to the credit of the Guarantee Fee Reserve Account only for the purpose of making a payment under the Guarantee or if Secure Funding consents to the withdrawal and where Rating Notification has been provided or to invest in Authorised Investments which mature on or prior to the immediately succeeding Payment Date provided that all amounts received by the Guarantor on that maturity must be credited to the Guarantee Fee Reserve Account.

Guarantee

Under the Guarantee, the Guarantor provides a guarantee in favour of Secure Funding in relation to:

- (a) certain Liquidation Losses and any unreimbursed Carryover Charge-Offs incurred on the Housing Loans. To the extent that the aggregate of the Liquidation Losses for a Trust Collection Period and any unreimbursed Carryover Charge-Offs from preceding Payment Periods exceeds the amount available to be applied to restore such Liquidation Losses and unreimbursed Carryover Charge-Offs in accordance with section 11, then Secure Funding may make a claim under the Guarantee as a First Guarantee Draw; and
- (b) certain income shortfalls incurred by the Trust. To the extent that the Required Payments as calculated on a Determination Date exceed the aggregate of the Interest Collections, any Principal Draw and any Liquidity Draw (each as calculated on that Determination Date), then Secure Funding may make a claim under the Guarantee as a Second Guarantee Draw.

13.11 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).

14 TRANSACTION STRUCTURE - SERIES

14.1 Master Corporate Program

The Liberty Funding Master Corporate Program (the “**Corporate Program**”) was established by the Series Manager to issue Notes. Each series established under the Corporate Program is separate and distinct from any other series under the Corporate Program and the assets of each series will not be available to meet the liabilities of any other series. The terms of each series will be governed by the Series Master Security Trust Deed and the specific terms of each series will be set out in an issue supplement, note conditions and note deed poll for the series.

14.2 The Series

Liberty Series 2020-2 has been established as a series under the Corporate Program by Liberty Funding under the laws of New South Wales.

14.3 Subscription Agreement

Liberty Funding has entered into the Subscription Agreement with Secure Funding to subscribe for the Trust Notes from Secure Funding. Liberty Funding’s rights in respect of the Trust Notes, the Subscription Agreement and any other Authorised Investments are, collectively, the Series Assets.

14.4 Security Structures - Series

Series Security Trustee

P.T. Limited has been appointed as Series Security Trustee on the terms set out in the Series Master Security Trust Deed. The Series Security Trustee is a professional trustee company and operates as a limited liability public company under the Corporations Act.

The Series Master Security Trust Deed contains customary provisions for a document of this type that regulate the performance by the Series Security Trustee of its duties and obligations and the protections afforded to the Series Security Trustee in doing so. In addition, it contains provisions which regulate the steps that are to be taken by the Series Security Trustee upon the occurrence of a Series Event of Default. In general, if a Series Event of Default occurs, the Series Security Trustee will convene a meeting of the Series Secured Creditors to obtain directions as to what actions the Series Security Trustee should take in respect of the Series Collateral.

Series General Security Deed

The Holders of the Notes have the benefit of a security interest over all Series Collateral under the Series General Security Deed and the Series Master Security Trust Deed. The security interest is a charge. The Series Security Trustee holds this security interest on behalf of the Series Secured Creditors (including the Holders of the Notes) pursuant to the Series Master Security Trust Deed and may (or, if directed to do so by an Extraordinary Resolution of Voting Secured Creditors, the Series Security Trustee must) enforce the security interest upon the occurrence of a Series Event of Default.

Series Event of Default

A “**Series Event of Default**” in respect of the Series occurs if:

- (a) **(non-payment)** Liberty Funding does not pay any amount payable by it in respect of the Series under any Transaction Document of the Series on time and in the manner required under the Transaction Document (or within 3 Business Days) but excluding:

- (i) a failure by Liberty Funding to pay any amount that ranks junior (in accordance with section 12.2) to interest on the Class A1 Notes for so long as the Invested Amount of the Class A1 Notes is greater than zero;
 - (ii) a failure by Liberty Funding to pay any amount that ranks junior (in accordance with section 12.2) to interest on the Class A2 Notes for so long as the Invested Amount of the Class A2 Notes is greater than zero;
 - (iii) a failure by Liberty Funding to pay any amount that ranks junior (in accordance with section 12.2) to interest on the Class B Notes for so long as the Invested Amount of the Class B Notes is greater than zero;
 - (iv) a failure by Liberty Funding to pay any amount that ranks junior (in accordance with section 12.2) to interest on the Class C Notes for so long as the Invested Amount of the Class C Notes is greater than zero;
 - (v) a failure by Liberty Funding to pay any amount that ranks junior (in accordance with section 12.2) to interest on the Class D Notes for so long as the Invested Amount of the Class D Notes is greater than zero;
 - (vi) a failure by Liberty Funding to pay any amount that ranks junior (in accordance with section 12.2) to interest on the Class E Notes for so long as the Invested Amount of the Class E Notes is greater than zero; and
 - (vii) a failure by Liberty Funding to pay any amount that ranks junior (in accordance with section 12.2) to interest on the Class F Notes for so long as the Invested Amount of the Class F Notes is greater than zero;
- (b) **(non-compliance with other obligations)** Liberty Funding, except in respect of paragraph (a) above, does not comply with any other obligation relating to the Series under any Transaction Document of the Series where such non-compliance will have a Material Adverse Payment Effect:
- (i) if the non-compliance cannot be remedied; or
 - (ii) and if the non-compliance can be remedied, does not remedy the non-compliance within 20 Business Days; or
- (c) **(Insolvency)** an Insolvency Event occurs in respect of Liberty Funding (unless the Insolvency Event only affects assets or liabilities of Liberty Funding which do not relate to the Series); or
- (d) **(voidable Transaction Document)** a Transaction Document of the Series, or a transaction in connection with it, is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable or does not have (or is claimed not to have) the priority the Series Security Trustee intended it to have (“claimed” in this paragraph means claimed by Liberty Funding or anyone on its behalf) where such event will have a Material Adverse Payment Effect; or
- (e) **(Series General Security Deed)** the Series General Security Deed is not or ceases to be valid and enforceable or (unless Liberty Funding is expressly permitted to do so under the Transaction Documents or the Series Security Trustee, at the direction of an Extraordinary Resolution of Voting Secured Creditors, consents) Liberty Funding agrees, attempts or takes any step to:

- (i) create or allow to exist another Encumbrance over the Series Collateral other than any Permitted Encumbrance (for a period of more than 10 Business Days following Secure Funding becoming aware of the creation or existence of such Encumbrance); or
- (ii) assign or otherwise deal in any way with the General Security Deed or any interest in it, or allow any interest in it to arise or be varied,

where such event will have a Material Adverse Payment Effect.

14.5 Limited Recourse - Series

Liberty Funding's liability in connection with the Series may be discharged from, and the recourse of the Series Security Trustee and the Series Secured Creditors of the Series is limited to, the Series Collateral of the Series only.

The realisation of the Series Collateral and its application towards the Series Secured Money of the Series in accordance with the Series Documents constitutes a complete discharge of Liberty Funding's liability to the Series Security Trustee and each Series Secured Creditor in connection with the Series.

The Series Security Trustee, a Series Secured Creditor or any person acting on their behalf may not seek to recover any shortfall in the amounts which would otherwise be owing by Liberty Funding in connection with the Series if Liberty Funding's limited recourse here did not apply (being the shortfall after the realisation of the Series Collateral and its application towards the Series Secured Money of the Series). This includes bringing proceedings against Liberty Funding or applying to have Liberty Funding wound up.

However, the Series Security Trustee, a Series Secured Creditor or any person acting on their behalf, may:

- (a) do anything necessary to enforce their rights in connection with the Series Collateral; and
- (b) take proceedings to obtain:
 - (i) an injunction or other order to restrain any breach of the Transaction Documents of the Series by Liberty Funding; or
 - (ii) declaratory relief or other similar judgment or order as to the obligations of Liberty Funding under the Transaction Documents of the Series.

14.6 Limited Recourse to Series Security Trustee

The Series Security Trustee will have no liability under or in connection with the Transaction Documents other than to the extent to which the liability is able to be satisfied out of the property from which the Series Security Trustee is actually indemnified for the liability. This limitation of the Series Security Trustee's liability does not apply to the extent that it is not satisfied because under the Series Master Security Trust Deed or by operation of law, there is a reduction in the extent of the Series Security Trustee's indemnification out of the property of the Series Security Trust as a result of the Series Security Trustee's fraud, negligence or wilful default.

14.7 The Series Manager

Liberty Financial has been appointed as Series Manager under the Series Management Deed and the Issue Supplement to carry on the day to day administration, supervision and management of

the Series. The Series Manager is paid a regular periodic fee (as agreed from time to time between Liberty Funding and the Series Manager and in respect of which a Rating Notification has been provided).

Duties of the Series Manager

Under the Series Management Deed, the Series Manager agrees to undertake the following duties (among others):

- (a) comply with its obligations under the Transaction Documents for the Series;
- (b) carry on the day-to-day administration, supervision and management of the Series Business of each Series in accordance with the Transaction Documents for that Series (including keeping accounting records and other records);
- (c) give Liberty Funding financial product advice in connection with the Series Business of each Series; and
- (d) give Liberty Funding any document or information in the Series Manager's possession or control that Liberty Funding reasonably requests relating to any Series.

Termination

Upon the occurrence of certain events (each a "**Series Manager Termination Event**"), the appointment of the Series Manager may be terminated. The Series Manager may also retire from the management of the Series upon giving 3 months notice in writing, or such lesser time as the Series Manager, the Series Standby Manager and Liberty Funding agree, provided that the Series Manager may not retire unless:

- (a) a successor manager is appointed; and
- (b) the successor manager and each other party to the Transaction Documents to which the Series Manager is a party in its capacity as manager have the same rights and obligations among themselves as they would have had if the successor manager had been party to them at the dates of those documents.

Series Standby Manager

If the Series Manager's appointment is terminated due to the occurrence of a Series Manager Termination Event, then from the date of termination until the earlier of:

- (a) the appointment of a replacement manager in respect of the Series; and
- (b) the retirement of the Series Standby Manager in respect of the relevant Series,

the Series Standby Manager (or any other person appointed to act as its agent) must act as standby Series manager of the Series Business in accordance with the Transaction Documents in relation to the Series and to carry on and conduct its business in a proper and efficient manner as standby Series manager.

The Series Standby Manager shall, regardless of the scope of its obligations from time to time, have all the rights and powers of the Series Manager under the Transaction Documents which it may or may not exercise at its discretion. Neither the Series Standby Manager nor its agent is liable for any loss, costs, liabilities or expenses arising out of it exercising or failing to exercise any powers or rights, or performing or failing to perform its obligations or duties as Series

Standby Manager, except where such acts or omissions amount to fraud, gross negligence or wilful default of the Series Standby Manager or its agent.

15 TAXATION CONSIDERATIONS

Material Australian Tax Consequences

15.1 Australian Taxation

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**”) and the Taxation Administration Act 1953 of Australia (“**TAA**”), as at the date of this Information Memorandum, of payments of interest on the Offered Notes, the purchase, ownership and disposal of the Offered Notes by Holders who purchase Offered Notes upon original issuance at the stated offering price and hold the Offered Notes on capital account, and certain other Australian tax matters.

This summary is not exhaustive and, in particular, does not deal with the position of certain classes of Holders of Offered Notes (including, dealers in securities, custodians or other third parties who hold Offered Notes on behalf of any Holders).

The following is a general guide and should be treated with appropriate caution. This summary is not intended to be, nor should it be construed as, legal or tax advice to any particular Holder of the Offered Notes. Each Holder should seek professional tax advice in relation to their particular circumstances.

Interest Withholding Tax - Offshore Holders

An exemption from Australian interest withholding tax (“**IWT**”) is available, in respect of the Offered Notes issued by Liberty Funding, under section 128F of the Australian Tax Act if the following conditions are met:

- (a) Liberty Funding is a company as defined in section 128F(9) (which includes certain companies in their capacity as trustee) and a resident of Australia when it issues those Offered Notes and when interest (as defined in section 128A(1AB) of the Australian Tax Act) is paid. Interest is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts;
- (b) the Offered 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 Liberty Funding is offering those Offered Notes for issue. In summary, the five methods are:
 - offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities in the course of operating in financial markets;
 - offers to 100 or more investors of a certain type;
 - offers of listed notes;
 - offers via publicly available information sources; and
 - offers to a dealer, manager or underwriter who offers to sell those notes within 30 days by one of the preceding methods.

The issue of any of those Offered Notes (whether in global form or otherwise) and the offering of interests in any of those Offered Notes by one of these methods should satisfy the public offer test;

- (c) Liberty Funding does not know, or have reasonable grounds to suspect, at the time of issue, that those Offered Notes or interests in those Offered Notes were being, or would later be, acquired, directly or indirectly, by an “associate” (as defined in section 128F(9) of the Australian Tax Act) of Liberty Funding, except as permitted by section 128F(5) of the Australian Tax Act; and
- (d) at the time of the payment of interest, Liberty Funding does not know, or have reasonable grounds to suspect, that the payee is an “associate” (as defined in section 128F(9) of the Australian Tax Act) of Liberty Funding, except as permitted by section 128F(6) of the Australian Tax Act.

Associates

An “associate” of Liberty Funding for the purposes of section 128F of the Australian Tax Act includes (i) a person or entity which holds more than 50% of the voting shares in, or otherwise controls, Liberty Funding, (ii) an entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, Liberty Funding, (iii) a trustee of a trust where Liberty Funding is capable of benefiting (whether directly or indirectly) under that trust, and (iv) a person or entity which is an “associate” of another person or entity which is an “associate” of Liberty Funding under (i) above.

However, the issue of Offered Notes to, and the payment of interest under the Offered Notes to, the following associates is permitted under section 128F(5) and section 128F(6) respectively of the Australian Tax Act:

- (a) onshore associates (i.e. Australian resident associates who do not hold the Offered Notes in carrying on business at or through a permanent establishment outside Australia and non-resident associates who hold the Offered Notes in carrying on business at or through a permanent establishment in Australia); or
- (b) offshore associates (i.e. Australian resident associates that hold the Offered Notes in carrying on business at or through a permanent establishment outside Australia and non-resident associates who do not hold the Offered Notes in carrying on business at or through a permanent establishment in Australia) who are acting in the capacity of:
 - in the case of section 128F(5), a dealer, manager or underwriter in relation to the placement of the relevant Offered Notes or a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme; or
 - in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered managed investment scheme.

Compliance with section 128F of the Australian Tax Act

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

Exemptions under certain tax treaties

The Australian Government has signed double tax conventions (“**Specified Treaties**”) with a number of countries (each a “**Specified Country**”), which contain certain exemptions from IWT.

In broad terms, the Specified Treaties effectively prevent IWT being imposed on interest derived by either:

- (a) the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; or
- (b) a “financial institution” which is a resident of a “Specified Country” and which is unrelated to and dealing wholly independently with Liberty Funding. The term “financial institution” refers to either a bank or any other form of enterprise which substantially derives its profits by carrying on a business of raising and producing finance. (However, interest under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.)

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

No payment of additional amounts

If Liberty Funding is at any time compelled or authorised by law to withhold or deduct an amount in respect of any Australian withholding taxes imposed or levied by the Commonwealth of Australia in respect of the Offered Notes, Liberty Funding will withhold or deduct the appropriate amount and pay the net amount to the Holder. Liberty Funding is not obliged to pay any additional amounts in respect of such withholding or deduction.

15.2 Other tax matters

Subject to the discussion in this section 15.2 below, under Australian laws as presently in effect:

- (a) *income tax - Non-Australian Holders* - assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Offered Notes, payment of principal and interest (as defined in section 128A(1AB) of the Australian Tax Act) to a Holder, who is a non-resident of Australia and who, during the taxable year, does not hold the Offered Notes in carrying on business at or through a permanent establishment in Australia or an Australian resident who holds the Offered Notes in carrying on a business outside Australia (“**Non-Australian Holders**”), will not be subject to Australian income taxes;
- (b) *income tax - Australian Holders* - Australian residents who do not hold the Offered Notes in carrying on a business at or through a permanent establishment outside Australia or non-Australian residents who hold the Offered Notes in carrying on business at or through a permanent establishment in Australia (“**Australian Holders**”), will be assessed for Australian tax purposes on income either received or accrued to them in respect of the Offered Notes. Whether income will be recognised on a cash receipts or accruals basis will depend upon the tax status of the particular Holder and the terms and conditions of the Offered Notes. Special rules apply to the taxation of Australian residents who hold the Offered Notes in 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;
- (c) *gains on disposal or redemption of Offered Notes - Non-Australian Holders* - Non-Australian Holders, will not be subject to Australian income tax on gains realised during that year on a sale or redemption of the Offered Notes, provided such gains do not have an Australian source. A gain arising on the sale of Offered Notes by a non-Australian resident Holder to another non-Australian resident where the Offered Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia should not be regarded as having an Australian source;

- (d) *gains on disposal or redemption of Offered Notes - Australian Holders* - Australian Holders will be required to include any gain or loss on a disposal or redemption of the Offered Notes in their taxable income. Special rules apply to the taxation of Australian residents who hold the Offered Notes in 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;
- (e) *deemed interest* - there are specific rules that can apply to treat a portion of the purchase price of Offered Notes as interest for IWT purposes when certain Offered Notes originally issued at a discount or with a maturity premium or which do not pay interest at least annually are sold to an Australian resident (who does not acquire them in the course of carrying on business at or through a permanent establishment outside Australia) or a non-resident who acquires them in the course of carrying on business at or through a permanent establishment in Australia. As the Offered Notes are not issued at a discount, do not have a maturity premium and pay interest at least annually, these rules should not apply to the Offered Notes. These rules also do not apply in circumstances where the deemed interest would have been exempt under section 128F of the Australian Tax Act;
- (f) *death duties* - the Offered Notes will not be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- (g) *stamp duty and other taxes* - no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Offered Notes;
- (h) *other withholding taxes on payments in respect of the Offered Notes* - section 12-140 of Schedule 1 to the TAA imposes a type of withholding tax (see below for the rate of withholding tax) on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number (“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 Offered Notes, then the requirements of section 12-140 do not apply to payments to a Holder in registered form who is not a resident of Australia and not holding those Offered Notes in the course of carrying on business at or through a permanent establishment in Australia. Payments to other classes of Holders of Offered Notes in registered form may be subject to a withholding where the Holder does not quote a TFN, ABN or provide proof of an appropriate exemption (as appropriate).

The current rate of TFN/ABN withholding tax is 47%;

- (i) *supply withholding tax* - payments in respect of the Offered Notes can be made free and clear of the “supply withholding tax” imposed under section 12-190 of Schedule 1 to the TAA;
- (j) *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 IWT. Liberty Funding intends to issue the Offered Notes which are to be characterised as “debt interests” for the purposes of the tests contained in Division 974 and the returns paid on the Offered Notes are to be “interest” for the purpose of the Australian Tax Act. Accordingly, Division 974 is unlikely to affect the Australian tax treatment of Holders of Offered Notes;
- (k) *additional withholdings from certain payments to non-residents* - section 12-315 of Schedule 1 to the TAA gives the Governor-General power to make regulations requiring

withholding from certain payments to non-residents. However, section 12-315 expressly provides that the regulations will not apply to interest and other payments which are treated as interest under, and subject to, the current IWT rules or specifically exempt from those rules. Further, regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. Any future regulations should not apply to repayments of principal under the Offered Notes as, in the absence of any issue discount, such amounts will generally not be reasonably related to assessable income. The possible application of any future regulations in relation to the Offered Notes will need to be monitored;

- (l) *Taxation of financial arrangements* - Division 230 of the Australian Tax Act contains the rules which represent a code for the taxation of receipts and payments in relation to financial arrangements. The rules contemplate a number of different methods for bringing to account gains and losses in relation to “financial arrangements” (including, fair value, accruals, retranslation, realisation, hedging and financial records). These rules do not apply to certain taxpayers (such as individuals and other entities that do not meet certain asset or turnover thresholds) unless they make an election for the rules to apply. Division 230 should not override the exemption available under section 128F of the Australian Tax Act;
- (m) *garnishee directions by the Commissioner of Taxation* – the Commissioner may give a direction requiring Liberty Funding to deduct from any payment to a holder of the Offered Notes any amount in respect of Australian tax payable by the holder. If Liberty Funding is served with such a direction, then Liberty Funding will comply with that direction and make any deduction required by that direction; and
- (n) *taxation of foreign exchange gains and losses* - as the Offered Notes will be denominated in Australian dollars and all payments under the Offered Notes will be made in Australian dollars, these rules should not apply to Holders of Offered Notes.

15.3 Goods and Services Tax (“GST”)

If an entity makes a “taxable supply”, it is required to remit GST to the Australian Taxation Office at the rate of 10% based on the value of that supply. However, a supply will only be taxable to the extent that it is not “GST-free” or “input taxed”.

For GST purposes, trusts are treated as a separate entity, albeit a trust is not a legal entity. To give effect to this GST fiction, a supply or acquisition that is made by the trustee of a trust, in its capacity as trustee (as opposed to its personal capacity), is treated as having been made by the trust. References below to supplies or acquisitions that are made by the Trust are a reference to supplies or acquisitions that will be made by Secure Funding in its capacity as trustee.

Neither the issue of the Trust Notes or the Notes nor the payment of interest or principal on the Trust Notes or the Notes will involve taxable supplies. Services provided to the Trust and Liberty Funding will involve taxable supplies for GST purposes. If a supply is taxable, the supplier has the primary obligation to account for GST in respect of that supply and must rely on a contractual provision to recoup that GST from the Trust or Liberty Funding (as appropriate).

Liberty Funding and the Trust may not be entitled to a full input tax credit (GST credit) where they pay fees that are consideration for a taxable supply. However, the Trust may be entitled to a reduced input tax credit (“**RITC**”) for some of the acquisitions the Trust makes from service providers. A RITC is equivalent to 75% of the value of a full input tax credit, except in respect of the acquisition of services by trustees of “recognised trust schemes” in which case the rate of RITC is 55%. A trust is not a “recognised trust scheme” if it is a “securitisation entity”, the Trust

will not be a “recognised trust scheme” and the reduced input tax credits available to the Trust in respect of the acquisition of services from Secure Funding and the Trust Security Trustee will be 75% of the GST payable by Secure Funding and Trust Security Trustee respectively. The availability of RITCs will reduce the expenses of the Trust.

From the Trust’s perspective, acquisitions which may be eligible for RITCs include services provided by the Trust Manager, the Trust Servicer, Trust Security Trustee and Secure Funding (in respect of the trustee services that it supplies, in its personal capacity, to the Trust).

Liberty Funding may also be entitled to RITCs for certain acquisitions, such as management services.

Where the Trust or Liberty Funding receives services from an “associate” for no consideration, or inadequate consideration, the associate may be liable for GST based on the market value of the services provided (as opposed to the fees charged for the service). This will primarily be an issue for the associate that has supplied the service, but will impact on the Trust or Liberty Funding if the relevant entity is required to “gross up” the associate for GST under a GST clause.

If the Trust or Liberty Funding acquires services from a non-resident, in circumstances where the services are not “connected with the indirect tax zone” (i.e. Australia), the Trust or Liberty Funding (as appropriate) may be liable for GST in respect of those services (under certain “reverse charge” provisions), but without affecting any entitlement to RITCs. Such a GST liability would reduce the funds available for distribution by the Trust or Liberty Funding.

16 TRANSACTION DOCUMENTS

Copies of the following documents (other than the Dealer Agreement (as defined below)) will be available for inspection by Holders of Notes and bona fide prospective holders of Notes during business hours at the registered office of Liberty Funding. However, any person wishing to inspect these documents must first enter into an agreement with the Series Manager, in a form acceptable to it, not to disclose the contents of these documents without its prior written consent.

16.1 Master Trust Documents

- (a) Liberty Funding Trusts Master Definitions Schedule dated 22 January 2002 between Secure Funding and the Trust Security Trustee (“**Master Definitions Schedule**”);
- (b) Liberty Funding Trusts Master Trust and Security Trust Deed dated 22 January 2002 between Secure Funding, the Trust Security Trustee, the Trust Standby Trustee, the Trust Registrar and the Trust Custodian (“**Master Trust Deed**”);
- (c) Liberty Funding Trusts Master Management Deed dated 22 January 2002 between Secure Funding, the Trust Manager, the Trust Security Trustee and the Trust Standby Manager (“**Master Management Deed**”); and
- (d) Liberty Funding Trusts Master Trust Servicer Deed dated 22 January 2002 between Secure Funding, the Trust Servicer, the Trust Security Trustee and the Trust Standby Servicer (“**Master Trust Servicer Deed**”).

16.2 Liberty Series 2020-2 Trust Documents

- (a) Notice of Creation of Trust given by Secure Funding dated 10 June 2020 constituting the Liberty Series 2020-2 Trust (“**Notice of Creation**”);
- (b) Liberty Series 2020-2 Trust Supplementary Terms Notice dated on or about the date of this Information Memorandum between (among others) Secure Funding, the Trust Manager, the Trust Servicer and the Trust Security Trustee (“**Supplementary Terms Notice**”);
- (c) Liberty Series 2020-2 Liquidity Facility Agreement dated on or about the date of this Information Memorandum between (among others) Secure Funding, the Trust Manager and the Liquidity Facility Provider (“**Liquidity Facility Agreement**”);
- (d) Liberty Series 2020-2 Trust General Security Deed dated 10 June 2020 between Secure Funding and the Trust Security Trustee (“**Trust General Security Deed**”);
- (e) Deposit Deed dated on or about the date of this Information Memorandum between the Guarantor, National Australia Bank Limited, Secure Funding and the Trust Security Trustee (“**Deposit Deed**”);
- (f) Guarantee dated on or about the date of this Information Memorandum between the Guarantor and Secure Funding (“**Guarantee**”);
- (g) Deed of Covenant dated on or about the date of this Information Memorandum between the Guarantor and Secure Funding (“**Deed of Covenant**”);
- (h) Specific Security Deed dated on or about the date of this Information Memorandum between the Guarantor and Secure Funding (“**Specific Security Deed**”); and

- (i) ISDA Master Agreement including ISDA Schedule and Credit Support Annex between Secure Funding, the Trust Manager and National Australia Bank Limited (“**Interest Rate Swap Agreement**”).

16.3 Master Corporate Documents

- (a) Liberty Funding Master Security Trust Deed dated 18 April 2008 between Liberty Funding, the Series Manager and the Series Security Trustee (“**Series Master Security Trust Deed**”);
- (b) Liberty Funding Management Deed dated 18 April 2008 between Liberty Funding, the Series Manager and the Series Standby Manager (“**Series Management Deed**”); and
- (c) Liberty Funding Master Registry Services Agreement dated 25 June 2008 between the Series Registrar, Liberty Funding, the Series Manager and the Series Security Trustee (“**Series Master Registry Services Agreement**”).

16.4 Liberty Series 2020-2 Documents

- (a) Liberty Series 2020-2 Issue Supplement dated on or about the date of this Information Memorandum between Liberty Funding, the Series Manager, the Series Security Trustee and the Series Standby Manager (“**Issue Supplement**”);
- (b) Liberty Series 2020-2 Note Deed Poll dated on or about the date of this Information Memorandum given by Liberty Funding (“**Note Deed Poll**”) incorporating the Liberty Series 2020-2 Note Conditions (“**Note Conditions**”);
- (c) Liberty Series 2020-2 General Security Deed dated 10 June 2020 between Liberty Funding and the Series Security Trust Deed (“**Series General Security Deed**”);
- (d) Liberty Series 2020-2 Dealer Agreement dated on or about the date of this Information Memorandum between Liberty Funding, the Series Manager, Deutsche Bank AG, Sydney Branch, Commonwealth Bank of Australia, Westpac Banking Corporation, National Australia Bank Limited and Merrill Lynch International (“**Dealer Agreement**”); and
- (e) Liberty Series 2020-2 Subscription Agreement dated on or about the date of this Information Memorandum between Secure Funding, Liberty Funding and the Series Manager (“**Subscription Agreement**”).

17 SELLING RESTRICTIONS

17.1 Australia

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Offered Notes has been lodged with ASIC or the Australian Securities Exchange (“ASX”).

Accordingly, each Joint Lead Manager and each Dealer has represented, warranted and agreed that it:

- (a) has not offered or invited applications, and will not offer or invite applications, directly or indirectly, for the issue, sale or purchase of the Offered Notes (or an interest in them) in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish any draft, preliminary or definitive Information Memorandum or any other offering material, advertisement or other document relating to the Offered Notes (or an interest in them) in Australia,

unless:

- (c) either (x) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternate currency, in either case, disregarding moneys lent by the offeror or its associates), (y) the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act or (z) the offer or invitation is to a professional investor for the purposes of section 708 of the Corporations Act;
- (d) the offer or invitation does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act;
- (e) such action complies with applicable laws and directives in Australia (including, without limitation the financial services licensing requirements of the Corporations Act); and
- (f) such action does not require any document to be lodged with ASIC or ASX.

17.2 New Zealand

Each Dealer has acknowledged that Liberty Funding does not intend that the Offered Notes should be offered for sale or subscription to the public in New Zealand in terms of the Securities Act 1978 of New Zealand (“**NZ Securities Act**”), or to any retail investor or otherwise under any regulated offer in terms of the Financial Markets Conduct Act 2013 of New Zealand (“**FMC Act**”). Accordingly, no investment statement or prospectus under the NZ Securities Act or product disclosure statement under the NZ FMCA has been prepared, lodged or registered in New Zealand.

Each Dealer has represented and agreed that it has not:

- (a) offered or sold, and will not offer or sell, directly or indirectly, any Offered Notes; and
- (b) distributed and will not distribute, directly or indirectly, any offering materials or advertisement in relation to any offer of Offered Notes,

in each case in New Zealand other than:

- (c) to persons who are “wholesale investors” as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the FMC Act, being a person who is:
- (i) an “investment business”;
 - (ii) “large”; or
 - (iii) a “government agency”,
- in each case as defined in Schedule 1 to the FMC Act; or
- (d) in other circumstances where there is no contravention of the FMC Act, provided that (without limiting paragraph (c) above) Offered Notes may not be offered or transferred to any “eligible investors” (as defined in the FMC Act) or any person that meets the investment activity criteria specified in clause 38 of Schedule 1 to the FMC Act.

17.3 The United Kingdom

Each Dealer has represented, warranted and agreed that in relation to each Class of Offered Notes:

- (a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (“FSMA”) with respect to anything done by it in relation to any Offered Notes in, from or otherwise involving the United Kingdom; and
- (b) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Offered Notes in circumstances in which section 21(1) of the FSMA does not or would not, if Liberty Funding was not an authorised person, apply to Liberty Funding.

17.4 European Economic Area and the United Kingdom

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Offered Notes which are the subject of the offering contemplated by the Information Memorandum in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”); and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Offered Notes to be

offered so as to enable an investor to decide to purchase or subscribe for the Offered Notes.

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

The target market assessment in respect of the Offered Notes by the distributor, solely for the purpose of its product governance determination under Article 10(1) of Delegated Directive (EU) 2017/593, has led to the conclusion that: (i) the target market for the Offered Notes is eligible counterparties and professional clients only, each as defined in MiFID II and (ii) all channels for distribution of the Offered Notes to eligible counterparties and professional clients are appropriate. Any distributor subject to MiFID II subsequently offering, selling or recommending the Offered Notes is responsible for undertaking its own target market assessment in respect of the Offered Notes (by either adopting or refining the distributor's target market assessment) and determining appropriate distribution channels.

17.5 The United States of America

Each Dealer has agreed that

- (a) the Offered Notes have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**");
- (b) Liberty Funding has not been and will not be registered as an investment company under the United States Investment Company Act of 1940, as amended ("**Investment Company Act**"); and
- (c) an interest in the Offered Notes may not be offered, sold, delivered or transferred within the United States of America, its territories or possessions or to, or for the account or benefit of, a "U.S. person" (as defined in Regulation S under the Securities Act ("**Regulation S**")) at any time except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act.

17.6 Hong Kong

Each Dealer has represented, warranted and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), by means of any document, any Offered Notes (except for Offered Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571 of Hong Kong) as amended ("**SFO**")) other than:
 - (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or
 - (ii) in other circumstances, which do not result in the document being a "prospectus" or which do not constitute an offer to the public, within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) as amended; and

- (b) unless permitted to do so under the laws of Hong Kong, it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation, other offering material or other document relating to the Offered Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Offered Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the SFO and any rules made under the SFO.

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the Offered Notes. If you are in any doubt about the contents of this document, you should obtain independent professional advice.

17.7 Singapore

Each Dealer has acknowledged that the Information Memorandum has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold any Offered Notes or caused such Offered Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Offered Notes or cause to be made subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute the Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Offered Notes, whether directly or indirectly, to any person in Singapore other than:

- (a) to an institutional investor (as defined in section 4A of the Securities and Futures Act (Chapter 289 of Singapore), as modified or amended from time to time) (the “SFA”), pursuant to section 274 of the SFA;
- (b) to a relevant person (as defined in section 275(2) of the SFA) pursuant to section 275(1) of the SFA, or to any person pursuant to section 275(1A) of the SFA and in accordance with the conditions specified in section 275 of the SFA; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Offered Notes are subscribed or purchased under section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferrable for six months after that corporation or that trust has acquired the Offered Notes pursuant to an offer under section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in section 275(1A) or section 276(4)(i)(B) of the SFA; or
- (b) where no consideration is given for the transfer; or
- (c) where the transfer is by operation of law; or
- (d) as specified in section 276(7) of the SFA; or
- (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

17.8 Japan

The Offered Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948) as amended (“**Financial Instruments and Exchange Act**”) and, accordingly, each Dealer has represented, warranted and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Offered Notes in Japan or to, or for the benefit of, any Japanese Person, or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person, except pursuant to an exemption from the registration requirements of and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ordinances promulgated by the relevant Japanese government and regulatory authorities and in effect at the relevant time.

For the purposes of this paragraph, “**Japanese Person**” means any person resident in Japan or a juridical person having its main office in Japan as defined in Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended), including any corporation having its principal office in or other entity organised under the laws, regulations and ministerial guidelines of Japan. Any branch or office in Japan of a non-resident will be deemed to be a resident for the purpose whether such branch or office has the power to represent such non-resident.

17.9 General

No action has been, or will be, taken by Liberty Funding or the Series Manager that would permit a public offering of the Offered Notes in any country or jurisdiction where action for that purpose is required. Accordingly, the Offered Notes may not be offered or sold, directly or indirectly, and neither the Information Memorandum nor any circular, prospectus, form of application, advertisement or other material, may be distributed in or from or published in any country or jurisdiction, except under circumstances that will result in compliance with any applicable laws or regulation.

These selling restrictions may be modified by the agreement of Liberty Funding and the Joint Lead Managers after consultation with the Dealers following a change in or clarification of a relevant law, regulation, directive, request or guideline having the force of law or compliance with which is in accordance with the practice of responsible financial institutions in the country concerned or any change in or introduction of any of them or in their interpretation or administration.

Each Dealer, severally in respect of itself, has agreed that it will observe all applicable laws and regulations in each country or jurisdiction in which it may purchase, offer, sell or deliver Offered Notes or have in its possession or distribute such offering material and to obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by them of any Offered Notes under the law and regulations in force in any jurisdiction to which it is subject or in

which it makes such purchases, offers, sales or deliveries, in all cases at its own expense, and neither Liberty Funding nor any Dealer shall have responsibility therefore. In accordance with the above, any Offered Notes purchases by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in Liberty Funding being required to register any further prospectus or corresponding document relating to the Offered Notes in such jurisdiction.

18 GLOSSARY

A\$ and Australian Dollars	means the lawful currency for the time being of Australia.
Accrued Interest Adjustment	means in respect of any Housing Loans which are acquired (including by Redesignation) by Secure Funding from a Seller, the aggregate of all interest which has accrued (but which remains unpaid by the relevant Debtor) on such Housing Loans as at the close of business on the day immediately prior to the Issue Date.
Acquired Asset	means the right, title and interest of Liberty Funding in: <ul style="list-style-type: none"> (a) all Trust Notes subscribed for by Liberty Funding pursuant to the Subscription Agreement; and (b) each Authorised Investment acquired by Liberty Funding in respect of the Series.
Adjusted Deposit Amount	means, on any Payment Date, an amount equal to the greater of: <ul style="list-style-type: none"> (a) the Distribution Amount less so much of the Tax Provision as is reasonably attributable to the Distribution Amount having regard to the total income of the Guarantor; and (b) Distribution Amount x (1 – CTR), <p>where:</p> <p><i>Distribution Amount</i> means the amount actually received by the Guarantor pursuant to section 11.15(qq); and</p> <p><i>CTR</i> is the then current corporate tax rate of the Guarantor.</p>
Adverse Rating Effect	means, in respect of Trust Notes or Notes, an effect which either causes or contributes to a downgrading or withdrawal of the rating given to any Trust Notes or Notes (as applicable) by any Designated Rating Agency.
Approved Corporation	means: <ul style="list-style-type: none"> (a) a person having a Required Credit Rating; or (b) a person who is a wholly owned subsidiary of an entity having a Required Credit Rating, and whose obligations are unconditionally guaranteed by such entity at the relevant time.
APS 120	has the meaning set out in section 3.39.
Arranger	means, as at the date of this Information Memorandum, National

	Australia Bank Limited.
Arrears Ratio	means, in respect of a Determination Date and the Trust Collection Period ending on that Determination Date, the percentage of the Outstanding Amount of the Housing Loans in relation to which default in payment of any amount due has occurred and has continued for a period of 60 days or more as at the last day of that Trust Collection Period (excluding all COVID-19 Hardship Loans) to the total Outstanding Amount of all Housing Loans (calculated on the last day of that Trust Collection Period).
ASIC	means the Australian Securities and Investments Commission.
Assets	<p>means, all Secure Funding's assets, rights, property and undertaking which are the subject of the Trust:</p> <p>(a) of whatever kind and wherever situated; and</p> <p>(b) whether present or future,</p> <p>including all Housing Loans and Related Securities of the Trust, Collections and Other Income from time to time.</p>
Authorised Investments	<p>means investments in:</p> <p>(a) in respect of the Trust:</p> <p>(i) cash deposited with an Eligible Bank;</p> <p>(ii) any bond, debenture or other debt security issued by the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia which has at least the Required Credit Rating at the time of the acquisition of such investments by Secure Funding; and</p> <p>(iii) any bond, debenture or other debt security which has at least the Required Credit Rating at the time of the acquisition of such investments by Secure Funding,</p> <p>being, in all cases:</p> <p>(A) an investment denominated in Australian Dollars;</p> <p>(B) an investment held in the name of Secure Funding;</p> <p>(C) an investment which matures on or prior to the immediately succeeding Payment Date; and</p> <p>(D) an investment which does not constitute</p>

	<p>a securitisation exposure or a resecuritisation exposure (as defined in APS 120); and</p> <p>(b) in respect of the Series, for the purposes of paragraph (a)(iii) of the definition of “Authorised Investments” in the Series Master Security Trust Deed, deposits with a person who is an Approved Corporation at the time of the deposit. For the purposes of the definition of “Authorised Investments” in the Series Master Security Trust Deed, all such Authorised Investments must be investments which mature prior to the immediately succeeding Payment Date and which do not constitute a securitisation exposure or a resecuritisation exposure (as defined in APS 120).</p>
Available Income	has the meaning set out in section 12.1.
Available Liquidity Amount	has the meaning given in the Liquidity Facility Agreement.
Average Arrears Ratio	<p>means, on any Determination Date, the amount (expressed as a percentage) calculated as follows:</p> $AAR = \frac{SAR}{4}$ <p>where:</p> <p>AAR = the Average Arrears Ratio; and</p> <p>SAR = the sum of the Arrears Ratios for the 3 Determination Dates immediately preceding that Determination Date and the Arrears Ratio for that Determination Date,</p> <p>provided that if on that Determination Date there has not yet been 3 preceding Determination Dates the Average Arrears Ratio in relation to that Determination Date means the amount (expressed as a percentage) calculated as follows:</p> $AAR = \frac{SAR}{N + 1}$ <p>AAR = the Average Arrears Ratio; and</p> <p>SAR = the sum of the Arrears Ratio for all of the Determination Dates immediately preceding that Determination Date and the Arrears Ratio for that Determination Date; and</p> <p>N = the number of Determination Dates preceding that Determination Date.</p>
Bank	has the meaning given to the expression “Australian bank” in the Corporations Act.

Bank Bill Rate	<p>means, in respect of any Payment Period (other than the first Payment Period), the rate expressed as a percentage per annum calculated on the first day of that Payment Period (“Reset Date”) as follows:</p> <p>(a) the rate expressed as a percentage per annum designated "AVGMID" for prime bank eligible securities having a tenor of one month, which appears on the Reuters Screen BBSW Page on or about 10.30 a.m. (or such other time as that rate is customarily published on the Reuters Screen BBSW Page), Sydney time, on the Reset Date (rounded to four decimal places, the number 5 being rounded upwards); or</p> <p>(b) if in respect of a Reset Date the rate for that Reset Date cannot be determined in accordance with the procedures in paragraph (a), then the rate for that Payment Period will be the rate determined by the Trust Manager or Series Manager (as applicable) having regard to comparable indices then available. The rate calculated or determined by the Trust Manager or Series Manager (as applicable) will be rounded up, if necessary, to four decimal places (the number 5 being rounded upwards).</p>
Borrower Rate	<p>means, in respect of an Housing Loan, the interest rate from time to time applicable to that Housing Loan.</p>
Business Day	<p>means any day (not being a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney and Melbourne.</p>
Call Date	<p>means, in respect of a Note or Trust Note, the earlier to occur of:</p> <p>(a) the Payment Date immediately following the Determination Date on which the aggregate Invested Amount of all Notes or Trust Notes (as applicable) on that Determination Date is less than, or equal to, 20% of the aggregate Initial Invested Amount of all Notes and Trust Notes (as applicable) on the Issue Date; and</p> <p>(b) the Payment Date scheduled to fall in June 2023,</p> <p>and each Payment Date thereafter.</p>
Call Option	<p>means the option to redeem the Trust Notes or the Notes (in whole) before the Final Maturity Date on any Call Date in accordance with the Supplementary Terms Notice or Note Conditions (as applicable).</p>
Carryover Charge-Offs	<p>means each of:</p>

	<p>(a) a Class A1a Carryover Charge-Off,</p> <p>(b) a Class A1b Carryover Charge-Off,</p> <p>(c) a Class A2 Carryover Charge-Off,</p> <p>(d) a Class B Carryover Charge-Off,</p> <p>(e) a Class C Carryover Charge-Off,</p> <p>(f) a Class D Carryover Charge-Off,</p> <p>(g) a Class E Carryover Charge-Off,</p> <p>(h) a Class F Carryover Charge-Off, and</p> <p>(i) a Class G Carryover Charge-Off,</p> <p>or any combination of them, as the context requires.</p>
Cashflow Allocation Methodology	means the methodology outlined in section 11.
Charge-Off	<p>means each of:</p> <p>(a) a Class A1a Charge-Off,</p> <p>(b) a Class A1b Charge-Off,</p> <p>(c) a Class A2 Charge-Off,</p> <p>(d) a Class B Charge-Off,</p> <p>(e) a Class C Charge-Off,</p> <p>(f) a Class D Charge-Off,</p> <p>(g) a Class E Charge-Off,</p> <p>(h) a Class F Charge-Off, and</p> <p>(i) a Class G Charge-Off,</p> <p>or any combination of them, as the context requires.</p>
Cheque	means a cheque, bank cheque or payment order.
Class A Notes	means the Class A1a Notes, the Class A1b Notes and the Class A2 Notes.
Class A Trust Notes	means the Class A1a Trust Notes, the Class A1b Trust Notes and the Class A2 Trust Notes.
Class A1 Notes	means the Class A1a Notes and the Class A1b Notes.

Class A1 Trust Notes	means the Class A1a Trust Notes and the Class A1b Trust Notes.
Class A1a Carryover Charge-Off	has the meaning given to it in section 11.18.
Class A1a Charge-Off	has the meaning given to it in section 11.17.
Class A1a Margin	means, in respect of the Class A1a Notes or the Class A1a Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding on or before the Issue Date and inscribed in the Register as the margin applicable to the Class A1a Notes or the Class A1a Trust Notes.
Class A1a Stated Amount	means, in relation to a Class A1a Trust Note at any time, an amount equal to: <ul style="list-style-type: none"> (a) the Invested Amount of that Class A1a Trust Note; less (b) any Class A1a Carryover Charge-Offs allocated to that Class A1a Trust Note in section 11.18 which have not been reimbursed on or before that time in section 11.19.
Class A1b Carryover Charge-Off	has the meaning given to it in section 11.18.
Class A1b Charge-Off	has the meaning given to it in section 11.17.
Class A1b Margin	means, in respect of the Class A1b Notes or the Class A1b Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding on or before the Issue Date and inscribed in the Register as the margin applicable to the Class A1b Notes or the Class A1b Trust Notes.
Class A1b Stated Amount	means, in relation to a Class A1b Trust Note at any time, an amount equal to: <ul style="list-style-type: none"> (a) the Invested Amount of that Class A1b Trust Note at that time; less (b) any Class A1b Carryover Charge-Offs allocated to that Class A1b Trust Note in section 11.18 which have not been reimbursed on or before that time in section 11.19.
Class A2 Carryover Charge-Off	has the meaning given to it in section 11.18.
Class A2 Charge-Off	has the meaning given to it in section 11.17.
Class A2 Margin	means, in respect of the Class A2 Notes or the Class A2 Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding

	on or before the Issue Date and inscribed in the Register as the margin applicable to the Class A2 Notes or the Class A2 Trust Notes.
Class A2 Stated Amount	means, in relation to a Class A2 Trust Note at any time, an amount equal to: <ul style="list-style-type: none"> (a) the Invested Amount of that Class A2 Trust Note at that time; less (b) any Class A2 Carryover Charge-Offs allocated to that Class A2 Trust Note in section 11.18 which have not been reimbursed on or before that time in section 11.19.
Class B Carryover Charge-Off	has the meaning given to it in section 11.18.
Class B Charge-Off	has the meaning given to it in section 11.17.
Class B Margin	means in respect of the Class B Notes or the Class B Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding on or before the Issue Date and inscribed in the Register as the margin applicable to the Class B Notes or the Class B Trust Notes.
Class B Stated Amount	means in relation to a Class B Trust Note at any time, an amount equal to: <ul style="list-style-type: none"> (a) the Invested Amount of that Class B Trust Note at that time; less (b) any Class B Carryover Charge-Offs allocated to that Class B Trust Note in section 11.18 which have not been reimbursed on or before that time in section 11.19.
Class C Carryover Charge-Off	has the meaning given to it in section 11.18.
Class C Charge-Off	has the meaning given to it in section 11.17.
Class C Margin	means in respect of Class C Notes or Class C Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding on or before the Issue Date and inscribed in the Register as the margin applicable to the Class C Notes or the Class C Trust Notes.
Class C Stated Amount	means, in relation to a Class C Trust Note at any time, an amount equal to: <ul style="list-style-type: none"> (a) the Invested Amount of that Class C Trust Note at that time; less (b) any Class C Carryover Charge-Offs allocated to that Class C Trust Note in section 11.18 which have not been

	reimbursed on or before that time in section 11.19.
Class D Carryover Charge-Off	has the meaning given to it in section 11.18.
Class D Charge-Off	has the meaning given to it in section 11.17.
Class D Margin	means in respect of Class D Notes or Class D Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding on or before the Issue Date and inscribed in the Register as the margin applicable to the Class D Notes or the Class D Trust Notes
Class D Stated Amount	means, in relation to a Class D Trust Note at any time, an amount equal to: <ul style="list-style-type: none"> (a) the Invested Amount of that Class D Trust Note at that time; less (b) any Class D Carryover Charge-Offs allocated to that Class D Trust Note in section 11.18 which have not been reimbursed on or before that time in section 11.19.
Class E Carryover Charge-Off	has the meaning given to it in section 11.18.
Class E Charge-Off	has the meaning given to it in section 11.17.
Class E Margin	means, in respect of Class E Notes or Class E Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding on or before the Issue Date and inscribed in the Register as the margin applicable to the Class E Notes or the Class E Trust Notes.
Class E Stated Amount	means, in relation to a Class E Trust Note at any time, an amount equal to: <ul style="list-style-type: none"> (a) the Invested Amount of that Class E Trust Note at that time; less (b) any Class E Carryover Charge-Offs allocated to that Class E Trust Note in section 11.18 which have not been reimbursed on or before that time in section 11.19.
Class F Carryover Charge-Off	has the meaning given to it in section 11.18.
Class F Charge-Off	has the meaning given to it in section 11.17.
Class F Margin	means, in respect of Class F Notes or Class F Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding on or before the Issue Date and inscribed in the Register as the margin applicable to the Class F Notes or the Class F Trust Notes.

Class F Stated Amount	means, in relation to a Class F Trust Note at any time, an amount equal to: (a) the Invested Amount of that Class F Trust Note at that time; less (b) any Class F Carryover Charge-Offs allocated to that Class F Trust Note in section 11.18 which have not been reimbursed on or before that time in section 11.19.
Class G Carryover Charge-Off	has the meaning given to it in section 11.18.
Class G Charge-Off	has the meaning given to it in section 11.17.
Class G Margin	means, in respect of Class G Notes or Class G Trust Notes the percentage per annum determined on the Pricing Date and notified as such by the Series Manager to Liberty Funding on or before the Issue Date and inscribed in the Register as the margin applicable to the Class G Notes or the Class G Trust Notes.
Class G Stated Amount	means, in relation to a Class G Trust Note at any time, an amount equal to: (a) the Invested Amount of that Class G Trust Note; less (b) any Class G Carryover Charge-Offs allocated to that Class G Trust Note in section 11.18 which have not been reimbursed on or before that time in section 11.19.
Class of Notes	means each of: (a) the Class A1a Notes, (b) the Class A1b Notes, (c) the Class A2 Notes, (d) the Class B Notes, (e) the Class C Notes, (f) the Class D Notes, (g) the Class E Notes, (h) the Class F Notes, and (i) the Class G Notes, or any combination of them, as the context requires.
Class of Trust Notes	means each of:

	<p>(a) the Class A1a Trust Notes,</p> <p>(b) the Class A1b Trust Notes,</p> <p>(c) the Class A2 Trust Notes,</p> <p>(d) the Class B Trust Notes,</p> <p>(e) the Class C Trust Notes,</p> <p>(f) the Class D Trust Notes,</p> <p>(g) the Class E Trust Notes,</p> <p>(h) the Class F Trust Notes, and</p> <p>(i) the Class G Trust Notes,</p> <p>or any combination of them, as the context requires.</p>
Closing Date	means the date specified in a Sale Notice or a Receivables Transfer Statement, as the case may be, as the date on which Housing Loans and Related Securities are to be transferred or Redesignated to the Trust.
Collateral Support	means, on any day, the amount of collateral (if any) paid or transferred to Secure Funding by a Support Facility Provider that has not been applied before that day to satisfy that person's obligations under the Support Facility (if applicable).
Collections	<p>means, in respect of a Determination Date and the immediately preceding Trust Collection Period, all amounts received by, or on behalf of, Secure Funding in respect of the Housing Loans and Related Securities of the Trust during that Trust Collection Period including, without limitation:</p> <p>(a) all principal, interest and fees;</p> <p>(b) any break costs;</p> <p>(c) the proceeds of sale or Redesignation of any Housing Loans and Related Securities of the Trust;</p> <p>(d) any proceeds recovered from any enforcement action;</p> <p>(e) any proceeds received under any Insurance Policy; and</p> <p>(f) any amount received as damages in respect of a breach of any representation or warranty.</p>
Consumer Credit Legislation	means "credit legislation" as defined in the National Consumer Credit Protection Act 2009 (Cth) including the National Credit Code contained in Schedule 1 of the Act.

Corporations Act	means the Corporations Act 2001 (Cth).
Costs	means costs, charges and expenses, including those reasonably incurred in connection with advisers.
COVID-19 Hardship Loan	means a Housing Loan in respect of which: <ul style="list-style-type: none"> (a) it is identified by the Trust Servicer in accordance with the Servicing Procedures as then being subject to a payment arrangement with the Seller due to circumstances related to COVID-19; and (b) no default in payment of any amount due has occurred and has continued for a period of 60 days or more as at the last day of the most recently completed Collection Period (where a default in payment is determined having regard to the terms of that Housing Loan as adjusted pursuant to the relevant payment arrangement in respect of that Housing Loan).
COVID-19 Hardship Loan Amount	means, at any time, the aggregate Outstanding Amount of all Housing Loans identified by the Trust Servicer in accordance with the Servicing Procedures as then being subject to a payment arrangement with the Seller due to circumstances related to COVID-19.
Cut-Off Date	means 19 May 2020.
Dealers	means, as at the date of this Information Memorandum, each of Deutsche Bank AG, Sydney Branch, Commonwealth Bank of Australia, Westpac Banking Corporation, National Australia Bank Limited and Merrill Lynch International.
Dealer Agreement	has the meaning set out in section 16.4.
Debtor	means, in relation to a Housing Loan, the person who is obliged to make payments with respect to that Housing Loan, whether as a principal or secondary obligation and includes, where the context requires, any other person obligated to make payments with respect to that Housing Loan (including any mortgagor or guarantor).
Debtor Insolvency Event	means: <ul style="list-style-type: none"> (a) in relation to a body corporate, the happening of any of these events in respect of that body corporate: <ul style="list-style-type: none"> (i) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or (ii) it has a Controller (as defined in the Corporations Act) appointed, is in liquidation, in provisional liquidation, under administration or

	<p>wound up or has had a Receiver appointed to any part of its property; or</p> <p>(iii) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by Secure Funding); or</p> <p>(iv) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of sub-paragraphs (i), (ii) or (iii) above; or</p> <p>(v) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; or</p> <p>(vi) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which Secure Funding reasonably deduces it is so subject); or</p> <p>(vii) it is otherwise unable to pay its debts, other than the relevant Housing Loan, when they fall due; or</p> <p>(viii) something having a substantially similar effect to sub-paragraphs (i) to (vii) happens in connection with that person under the law of any jurisdiction; and</p> <p>(b) in respect of a person which is not a body corporate, the happening of any of the following events in respect of that person:</p> <p>(i) the death, mental incapacity or bankruptcy of the person (including without limitation the occurrence of an “act of bankruptcy” (as defined in section 40 of the Bankruptcy Act 1966 of Australia with respect to the person) or the appointment of a receiver, trustee or other official in respect of all or any part of the assets of the person; or</p> <p>(ii) the person is otherwise unable to pay its debts, other than the relevant Housing Loan, when they fall due; or</p>
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	(iii) anything analogous to or having a substantially similar effect to the event referred to above happens under the law of any applicable jurisdiction.
Deed of Covenant	has the meaning set out in section 16.2.
Defaulting Housing Loan	means a Housing Loan of the Trust which, according to the most recently prepared Reporting Statement is due from a Debtor that is subject to a Debtor Insolvency Event.
Deposit Deed	has the meaning set out in section 16.2.
Designated Rating Agency	means, in respect of the Trust, the Series or any Transaction Document, at any given time, each of Moody's and Fitch for so long as it has current ratings issued in respect of the outstanding Trust Notes or Notes, and any other internationally recognised rating agency which at that time, at the request of Secure Funding or Liberty Funding, assigns a rating to any class of Trust Notes or Notes.
Determination Date	means the day which is 5 Business Days prior to a Payment Date.
Eligibility Criteria	means the criteria described in section 5.7.
Eligible Bank	<p>means any Bank with:</p> <p>(a) in the case of Moody's, either:</p> <p>(i) a long term rating of A2 and a short term rating of P-1; or</p> <p>(ii) if the Bank does not have a short term rating, a long term rating of A1,</p> <p>(b) in the case of Fitch, a long term credit rating of at least A or a short term credit rating of at least F1,</p> <p>or such other lower rating by the relevant Designated Rating Agency as may be notified by the Trust Manager to Secure Funding from time to time provided that the Trust Manager has delivered a Rating Notification in respect of such other ratings.</p>
Eligible Receivables	means, at any time, Housing Loans and Related Securities complying with the then current Eligibility Criteria.
Encumbrance	<p>means any:</p> <p>(a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any other "security interest" as defined in sections 12(1) and (2) of the PPSA; or</p>

	<p>(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</p> <p>(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 license to use or occupy; or</p> <p>(d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,</p> <p>or any agreement to create any of them or allow them to exist.</p>
Enforcement Expenses	means all expenses paid by the Trust Servicer and/or Secure Funding in connection with the enforcement of any Housing Loan or any Related Security in respect of the Trust.
Excess Available Income	has the meaning given to it in section 10.2.
Excluded Termination Amounts	means amounts payable in accordance with section 6(e) (“Payments on Early Termination”) of the Interest Rate Swap Agreement (if any) by Secure Funding as trustee of the Trust to the Interest Rate Swap Provider (if any) where a Trust Event of Default or Termination Event (other than a Termination Event due to section 5(b)(i) (“Illegality”) or section 5(b)(iii) (“Tax Event”) (each as defined under the Interest Rate Swap Agreement) have occurred and the Interest Rate Swap Provider is a Defaulting Party or the sole Affected Party (each as defined under the Interest Rate Swap Agreement).
Exempted Transaction Documents	<p>means each of:</p> <p>(a) the Master Trust Servicer Deed;</p> <p>(b) the Master Management Deed;</p> <p>(c) the Deposit Deed;</p> <p>(d) the Guarantee;</p> <p>(e) the Deed of Covenant;</p> <p>(f) the Specific Security Deed;</p> <p>(g) each Support Facility;</p> <p>(h) the Interest Rate Swap Agreement; and</p> <p>(i) the Insurance Policies.</p>
Expenses of the Series	means all costs, charges and expenses incurred by Liberty Funding in connection with the Series.

Expenses of the Trust	means all costs, charges and expenses incurred by Secure Funding in connection with the Trust and the Transaction Documents and any other amounts for which Secure Funding is entitled to be reimbursed or indemnified out of the Assets (but excluding any amount of a type otherwise referred to in sections 11.15(a) to 11.15(h) and 11.15(j) to 11.15(xx) or section 11.20).
Extraordinary Resolution	means: (a) with respect to the Trust Secured Creditors of the Trust, a Resolution passed at a meeting of the Trust Secured Creditors of the Trust by a majority consisting of not less than 75% of votes cast by the persons present and entitled to vote at the relevant meeting; and (b) with respect to the Series Secured Creditors of the Series, a Resolution passed at a meeting of the Series Secured Creditors of the Series by a majority consisting of not less than 75% of votes cast by the persons present and entitled to vote at the relevant meeting.
FATCA	means: (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, any regulations or official interpretations issued with respect thereof and any amended or successor provisions; (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitate the implementation of paragraph (a) above; or (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the United States government or any governmental or taxation authority in any other jurisdiction.
Final Maturity Date	means the Payment Date falling in December 2051.
Finance Charge Collections	means, in relation to the Housing Loans and Related Securities of the Trust and a Trust Collection Period, the aggregate of (without double counting): (a) all Collections in respect of that Trust Collection Period which are in the nature of interest or income (as shown on the Trust Servicer's systems); and (b) any Recoveries received by, or on behalf of, Secure Funding during that Trust Collection Period.

First Guarantee Draw	has the meaning set out in section 10.3.
First Guarantee Draw Shortfall	has the meaning set out in section 10.3.
Fitch	means, Fitch Australia Pty Ltd.
Further Advance	means, in relation to a Housing Loan, any advance to the relevant Debtor after the settlement date of that Housing Loan which results in an increase in the Scheduled Balance of that Housing Loan.
Government	means (unless otherwise indicated) the Government of Australia and “Governmental” shall be construed accordingly.
Guarantee	has the meaning set out in section 16.2.
Guarantee Fee	<p>means, in relation to a Payment Date, an amount equal to the lesser of:</p> <p>(a) an amount calculated as follows:</p> $\left(\frac{A}{12}\right) \times B$ <p>where:</p> <p>A = 2.2% per annum; and</p> <p>B = the aggregate Invested Amount of all Notes on the first day of the Payment Period to which the Payment Date relates; and</p> <p>(b) an amount which will (having regard to the operation of clause 3 of the Deed of Covenant) ensure that the Guarantee Fee Reserve Account Balance is equal to the Guarantee Fee Reserve Account Maximum Amount.</p>
Guarantee Fee Reserve Account	means the bank account described in section 10.3.
Guarantee Fee Reserve Account Balance	has the meaning set out in section 10.3.
Guarantee Fee Reserve Account Maximum Amount	(a) means A\$2,400,000.
Guarantor	means Liberty Credit Enhancement Company Pty Ltd (ACN 107 301 646).
Holder	means any Holder in respect of any Class of Trust Notes or Notes (as applicable).

Housing Loan	means, at any time, any Housing Loan (as defined in the Master Definitions Schedule) which is then an Asset, or which is then immediately to become an Asset, in respect of the Trust (as applicable).
Indebtedness	means any indebtedness, present or future, actual or contingent, in respect of moneys borrowed or raised or any financial accommodation whatsoever, including, without limitation under or in connection with any guarantee, bill, acceptance or endorsement or any discounting arrangement.
Initial Invested Amount	means for each Note or Trust Note, the amount of A\$1,000.
Insolvency Event	<p>means the happening of any of these events:</p> <ul style="list-style-type: none"> (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; (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; (d) an administrator is appointed to the relevant body corporate or any steps are taken for the appointment of an administrator 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 Housing Loan, any policy of insurance in force in respect of a Housing Loan or its Related Security (if

	any).
Interest	means, at any time in respect of a Note or Trust Note, the interest which is due and payable in respect of that Note or that Trust Note (as applicable) at that time.
Interest Collections	means, in respect of a Determination Date and the immediately following Payment Date, an amount calculated in accordance with section 11.7.
Interest Rate Swap Agreement	means each ISDA Master Agreement, the schedule and each credit support annex forming part of it, dated on or around the Issue Date, between Secure Funding, the Trust Manager and an Interest Rate Swap Provider and includes any confirmations in respect of it.
Interest Rate Swap Provider	means any swap provider under an Interest Rate Swap Agreement.
Invested Amount	means on any date in respect of a Note or a Trust Note, an amount equal to: <ul style="list-style-type: none"> (a) the Initial Invested Amount of that Note or Trust Note; less (b) the aggregate of the principal repayments made on or before that date in relation to that Note or Trust Note.
ISDA	means the International Swaps and Derivatives Association, Inc.
Issue Date	means 25 June 2020.
Issue Price	means in respect of each class of Notes and Trust Notes: <ul style="list-style-type: none"> (a) Class A1a Notes A\$304,000,000; (b) Class A1b Notes A\$256,000,000; (c) Class A2 Notes A\$160,000,000; (d) Class B Notes A\$29,600,000; (e) Class C Notes A\$15,200,000; (f) Class D Notes A\$9,600,000; (g) Class E Notes A\$8,800,000; (h) Class F Notes A\$3,200,000; (i) Class G Notes A\$13,600,000; (j) Class A1a Trust Notes A\$304,000,000; (k) Class A1b Trust Notes A\$256,000,000;

	<p>(l) Class A2 Trust Notes A\$160,000,000;</p> <p>(m) Class B Trust Notes A\$29,600,000;</p> <p>(n) Class C Trust Notes A\$15,200,000;</p> <p>(o) Class D Trust Notes A\$9,600,000;</p> <p>(p) Class E Trust Notes A\$8,800,000;</p> <p>(q) Class F Trust Notes A\$3,200,000; and</p> <p>(r) Class G Trust Notes A\$13,600,000.</p>
Issue Supplement	has the meaning set out in section 16.4.
Joint Lead Managers	means each of Deutsche Bank AG, Sydney Branch, Commonwealth Bank of Australia, Westpac Banking Corporation, National Australia Bank Limited and Merrill Lynch International.
Land	<p>means:</p> <p>(a) land (including tenements and hereditaments corporeal and incorporeal and every estate and interest in it whether vested or contingent, freehold or Crown leasehold, the terms of which lease is expressed to expire not earlier than five years after the maturity of the relevant Mortgage, and whether at law or in equity) wherever situated and including any fixtures to land; and</p> <p>(b) any parcel and any lot, common property and land comprising a parcel within the meaning of the Strata Schemes (Freehold Development) Act 1973 (New South Wales) or the Community Land Development Act 1989 (New South Wales) or any equivalent legislation in any other Australian jurisdiction.</p>
Liberty Financial	means Liberty Financial Pty Ltd (ABN 55 077 248 983).
Liberty Funding	see Section 1.
Liquidation Loss	<p>means, for a Trust Collection Period, the amount equal to the aggregate of the principal loss (as determined by the Trust Servicer) incurred by the Trust in respect of a Housing Loan and Related Security of the Trust which arises during that Trust Collection Period after all enforcement action has been taken by the Servicer (in accordance with the Servicing Procedures) in respect of such Housing Loan and Related Security and after taking into account:</p> <p>(a) all proceeds received as a consequence of enforcement under the relevant Housing Loan and Related Security (less the relevant Enforcement Expenses);</p>

	<p>(b) the proceeds of any claims under any relevant Insurance Policy; and</p> <p>(c) any relevant payments received from the Trust Manager, the Trust Originator or the Trust Servicer in respect of a breach of its obligations under the Transaction Documents.</p>
Liquidity Advance	means a drawing made under section 11.10.
Liquidity Draw	has the meaning set out in section 11.10.
Liquidity Facility	means a facility available to be drawn to fund the Liquidity Draws under a Liquidity Facility Agreement.
Liquidity Facility Agreement	<p>means:</p> <p>(a) the agreement entitled “Liberty Series 2020-2 Trust - Liquidity Facility Agreement” dated on or about the date of this document entered into between Secure Funding, the Trust Manager and National Australia Bank Limited; and</p> <p>(b) any other agreement which Secure Funding and the Trust Manager agree is a “Liquidity Facility Agreement” in respect of the Trust, provided that a Rating Notification has been given.</p>
Liquidity Facility Provider	means the person or persons named as the “Liquidity Facility Provider” in the relevant Liquidity Facility Agreement.
Liquidity Limit	<p>means:</p> <p>(a) on the Issue Date, A\$16,000,000; or</p> <p>(b) at any time after the Issue Date, the lesser of:</p> <p>(i) the greater of:</p> <p>(A) A\$600,000; and</p> <p>(B) 2% of the aggregate Invested Amount of the Class A1a Trust Notes, the Class A1b Trust Notes, the Class A2 Trust Notes, the Class B Trust Notes, the Class C Trust Notes, the Class D Trust Notes, the Class E Trust Notes and the Class F Trust Notes and the Stated Amount of the Class G Trust Notes (after taking into account any payment to be made on that day);</p> <p>(ii) an amount equal to:</p>

	<p>(A) the Performing Housing Loans Amount at that time; less</p> <p>(B) the COVID-19 Hardship Loan Amount at that time;</p> <p>(iii) the amount agreed from time to time by the Liquidity Facility Provider and the Trust Manager (provided that a Rating Notification has been given); and</p> <p>(iv) the amount (if any) to which the Liquidity Limit has been reduced at that time in accordance with the Liquidity Facility Agreement.</p>
Liquidity Principal Outstanding	<p>means, at any time, an amount equal to:</p> <p>(a) the aggregate of all Liquidity Advances made prior to that time (including any interest capitalised under the Liquidity Facility Agreement); less</p> <p>(b) any repayments or prepayments of all such Liquidity Advances made by Secure Funding on or before that time.</p>
Liquidity Shortfall	means an amount determined in accordance with section 11.10.
Loan Agreement	means the document or documents which evidence the obligation of a Debtor to repay amounts owing under a Housing Loan and to comply with the other terms of that Housing Loan.
Master Definitions Schedule	has the meaning set out in section 16.1.
Master Management Deed	has the meaning set out in section 16.1.
Master Trust Deed	has the meaning set out in section 16.1.
Master Trust Servicer Deed	has the meaning set out in section 16.1.
Material Adverse Effect	means, in respect of the Trust or the Series, an event which will materially and adversely affect the amount of any payment to a Secured Creditor of the Trust or the Series (as applicable) or the timing of any such payment or will have an Adverse Rating Effect.
Material Adverse Payment Effect	<p>(a) in respect of the Trust, means an event which will materially and adversely affect the amount of any payment to a Trust Secured Creditor or the timing of any such payment but excluding any payment:</p> <p>(i) that ranks junior (in accordance with section 11.15) to interest on the Class A1a Trust Notes and the Class A1b Trust Notes, for so long as the Invested Amount of the Class A1a Trust</p>

	<p>Notes or the Class A1b Trust Notes is greater than zero;</p> <ul style="list-style-type: none"> (ii) that ranks junior (in accordance with section 11.15) to interest on the Class A2 Trust Notes, for so long as the Invested Amount of the Class A2 Trust Notes is greater than zero; (iii) that ranks junior (in accordance with section 11.15) to interest on the Class B Trust Notes, for so long as the Invested Amount of the Class B Trust Notes is greater than zero; (iv) that ranks junior (in accordance with section 11.15) to interest on the Class C Trust Notes, for so long as the Invested Amount of the Class C Trust Notes is greater than zero; (v) that ranks junior (in accordance with section 11.15) to interest on the Class D Trust Notes, for so long as the Invested Amount of the Class D Trust Notes is greater than zero; (vi) that ranks junior (in accordance with section 11.15) to interest on the Class E Trust Notes, for so long as the Invested Amount of the Class E Trust Notes is greater than zero; (vii) that ranks junior (in accordance with section 11.15) to interest on the Class F Trust Notes, for so long as the Invested Amount of the Class F Trust Notes is greater than zero; and <p>(b) in respect of the Series, means an event which will materially and adversely affect the amount of any payment to a Series Secured Creditor or the timing of any such payment but excluding any payment:</p> <ul style="list-style-type: none"> (i) that ranks junior (in accordance with section 12.2) to interest on the Class A1a Notes and the Class A1b Notes, for so long as the Invested Amount of the Class A1a Notes or the Class A1b Notes is greater than zero; (ii) that ranks junior (in accordance with section 12.2) to interest on the Class A2 Notes, for so long as the Invested Amount of the Class A2 Notes is greater than zero; (iii) that ranks junior (in accordance with section 12.2) to interest on the Class B Notes, for so long as the Invested Amount of the Class B Notes is greater than zero;
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	<p>(iv) that ranks junior (in accordance with section 12.2) to interest on the Class C Notes, for so long as the Invested Amount of the Class C Notes is greater than zero;</p> <p>(v) that ranks junior (in accordance with section 12.2) to interest on the Class D Notes, for so long as the Invested Amount of the Class D Notes is greater than zero;</p> <p>(vi) that ranks junior (in accordance with section 12.2) to interest on the Class E Notes, for so long as the Invested Amount of the Class E Notes is greater than zero; and</p> <p>(vii) that ranks junior (in accordance with section 12.2) to interest on the Class F Notes, for so long as the Invested Amount of the Class F Notes is greater than zero.</p>
Moody's	means Moody's Investors Service Pty Ltd.
Mortgage	means in respect of a Housing Loan, each registered mortgage over Land and the improvements on it, and securing, amongst other things, payment of interest and the repayment of principal and all other moneys in respect of that Housing Loan.
National Credit Code	has the meaning set out in section 3.7.
Note	<p>means each of:</p> <p>(a) a Class A1a Note,</p> <p>(b) a Class A1b Note,</p> <p>(c) a Class A2 Note,</p> <p>(d) a Class B Note,</p> <p>(e) a Class C Note,</p> <p>(f) a Class D Note,</p> <p>(g) a Class E Note,</p> <p>(h) a Class F Note, and</p> <p>(i) a Class G Note,</p> <p>or any combination of them, as the context requires.</p>
Note Conditions	has the meaning set out in section 16.4.
Note Deed Poll	has the meaning set out in section 16.4.

Notice of Creation	has the meaning set out in section 16.2.
Offered Notes	<p>means each of:</p> <ul style="list-style-type: none"> (a) the Class A1a Notes, (b) the Class A1b Notes, (c) the Class A2 Notes, (d) the Class B Notes, (e) the Class C Notes, (f) the Class D Notes, (g) the Class E Notes, and (h) the Class F Notes.
Other Income	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of the Trust and a Trust Collection Period, any miscellaneous income and other amounts in respect of the Assets (including interest and income earned on Authorised Investments and the Trust Collection Account) received by or on behalf of Secure Funding during that Trust Collection Period; and (b) in respect of the Series and a Series Collection Period, the interest earned on Acquired Assets of the Series, any interest payable in respect of the Series Collection Account (if any) and any other miscellaneous income received by Liberty Funding during that Series Collection Period, without double counting any amount otherwise determined to be a Series Income Collection in respect of the same Series Collection Period.
Outstanding Amount	means at any time in respect of a Housing Loan, the outstanding principal amount in respect of that Housing Loan at that time calculated in accordance with the terms of the relevant loan agreement.
Payment Date	means in respect of a Note or Trust Note, the 25th day of each calendar month or if that day is not a Business Day, then the immediately following Business Day.

Payment Period	means, in respect of a Note or Trust Note, (a) initially, from (and including) the Issue Date of the Note or Trust Note to (but excluding) the immediately following Payment Date; and (b) thereafter, the period from (and including) each Payment Date to (but excluding) the next following Payment Date.
Performing Housing Loans Amount	means at any time the Outstanding Amount of the Housing Loans in relation to which no payment due from the relevant Debtor has been in arrears by more than 90 days
Permitted Encumbrance	means, the Trust General Security Deed, the Series General Security Deed and any Encumbrance arising under any other Transaction Document.
Personal Property Securities Register	means the register of security interests maintained under the PPSA.
PPSA	means: (a) the Personal Property Securities Act 2009 (Cth) (“ PPS Act ”); (b) any regulations made at any time under the PPS Act; (c) any provision of the PPS Act or the regulations referred to in paragraph (b) above; (d) any amendment to any of the above, made at any time; or any amendment made at any time to any other legislation as a consequence of the PPSA referred to in paragraphs (a) to (d) above.
Pricing Date	means, in respect of a Note or a Trust Note, 17 June 2020.
Principal Adjustment	means, in respect of any Housing Loans which are acquired (including by Redesignation) by Secure Funding from a Seller, the aggregate of all Collections (which are in the nature of principal) received by or on behalf of that Seller during the period from (and including) the Cut-Off Date to (but excluding) the Closing Date
Principal Collections	means in respect of a Determination Date and the immediately preceding Trust Collection Period, the aggregate of all Collections in respect of that Trust Collection Period which are not Finance Charge Collections in respect of that Trust Collection Period.
Principal Draw	has the meaning set out in section 11.9.

Principal Repayment Fund	Means, in respect of a Determination Date, an amount determined in accordance with section 11.8.
Purchase Price	Means, in respect of any Housing Loans and Related Securities to be acquired by Secure Funding, an amount equal to the aggregate Outstanding Amount of such Housing Loans as at the Cut-Off Date.
Rate of Interest	<p>means:</p> <p>(a) in respect of a Class G Note or a Class G Trust Note and a Payment Period, a rate equal to the aggregate of the Bank Bill Rate on the first day of that Payment Period and the Relevant Margin; or</p> <p>(b) in respect of a Note (other than the Class G Note) or a Trust Note (other than the Class G Trust Note):</p> <p>(i) for each Payment Period ending on or prior to the Step-Up Margin Date, a rate equal to the aggregate of the Bank Bill Rate on the first day of that Payment Period and the Relevant Margin for that Note or Trust Note (as applicable); or</p> <p>(ii) for each Payment Period ending after the Step-Up Margin Date, a rate equal to the aggregate of:</p> <p>(A) the Bank Bill Rate on the first day of that Payment Period; and</p> <p>(B) the Relevant Margin for that Note or Trust Note (as applicable); and</p> <p>(C) the Step-Up Margin for that Note or Trust Note (as applicable) and that Payment Period.</p>
Rating Notification	in relation to an event or circumstance means that the Trust Manager has confirmed in writing that it has notified each Designated Rating Agency of the event or a circumstance and that the Trust Manager is satisfied that the event or circumstance is unlikely to result in a withdrawal or downgrade of any of the then current ratings issued by the relevant Designated Rating Agency in respect of the Notes.
Receivables Transfer Statement	means a statement of Secure Funding substantially in the form of Schedule 3 to the Master Trust Deed.
Receiver	means a person or persons appointed under or by virtue of the Trust General Security Deed or Series General Security Deed as receiver or receiver and manager.
Recoveries	means amounts received from or on behalf of Debtors or under

	any Related Security in respect of Housing Loans that were previously the subject of a Liquidation Loss.
Redesignation	means the redesignation of Housing Loans and Related Securities from one trust to another trust in accordance with the Master Trust Deed and “ Redesignate ” and “ Redesignated ” shall have a corresponding meaning.
Redraw	means, in relation to a Housing Loan, any advance to the relevant Debtor after the settlement date of that Housing Loan which does not result in an increase in the Scheduled Balance of that Housing Loan.
Redraw Trigger	means, at any time: <ul style="list-style-type: none"> (a) the Call Option is not exercised on the first Call Date; or (b) the aggregate Stated Amount of the Trust Notes is less than the aggregate Invested Amount of the Trust Notes.
Register	means the Series Register or the Trust Register, as the context requires.
Related Security	means, at any time, any Related Security (as defined in the Master Definitions Schedule) which is then an Asset, or which is then immediately to become an Asset, in respect of the Trust, as applicable.
Relevant Margin	means each of: <ul style="list-style-type: none"> (a) the Class A1a Margin; (b) the Class A1b Margin; (c) the Class A2 Margin; (d) the Class B Margin; (e) the Class C Margin; (f) the Class D Margin; (g) the Class E Margin; (h) the Class F Margin; and (i) the Class G Margin, or any combination of them, as the context requires.
Relevant Parties	means each of the Trust Manager, the Trust Originator, the Trust Servicer, the Trust Security Trustee, the Arranger, the Joint Lead Managers, the Dealers, the Interest Rate Swap Provider, the Liquidity Facility Provider, each Seller, the Trust Custodian, the

	Trust Registrar, the Trust Standby Servicer, the Trust Standby Trustee, the Trust Standby Manager, the Series Manager, the Series Security Trustee, the Series Registrar, the Series Standby Servicer and the Series Standby Manager as the context requires.
Reporting Statement	<p>means a statement containing the following information:</p> <ul style="list-style-type: none"> (a) the Outstanding Amount of each Housing Loan of the Trust; (b) in respect of Housing Loans that are in arrears: <ul style="list-style-type: none"> (i) the amount by which each such Housing Loan is in arrears; and (ii) the number of consecutive days that each such Housing Loan has been in arrears; and (c) each Housing Loan that, in the immediately preceding Trust Collection Period, was subject to a Liquidation Loss and the amount of such Liquidation Loss.
Required Credit Rating	means in respect of any Authorised Investments the highest long term credit rating then issued by each Designated Rating Agency in respect of the outstanding Trust Notes.
Required Margin	means such margin as notified by the Trust Manager to each Designated Rating Agency.
Required Payments	<p>means in respect of a Payment Date and the Payment Period ending on that Payment Date:</p> <ul style="list-style-type: none"> (a) the aggregate of the priority payments in section 11.15(a) to section 11.15(y) inclusive if there are no unreimbursed Charge-Offs or Carryover Charge-Offs for that Payment Period in respect of the Class F Trust Notes; (b) (if paragraph (a) above doesn't apply) the aggregate of the priority payments in section 11.15(a) to section 11.15(w) inclusive if there are no unreimbursed Charge-Offs or Carryover Charge-Offs for that Payment Period in respect of the Class E Trust Notes; (c) (if neither paragraph (a) nor (b) above apply) the aggregate of the priority payments in section 11.15(a) to section 11.15(u) inclusive if there are no unreimbursed Charge-Offs or Carryover Charge-Offs for that Payment Period in respect of the Class D Trust Notes; (d) (if none of paragraphs (a), (b) or (c) above apply) the aggregate of the priority payments in section 11.15(a) to section 11.15(s) inclusive if there are no unreimbursed Charge-Offs or Carryover Charge-Offs for that Payment

	<p>Period in respect of the Class C Trust Notes;</p> <p>(e) (if none of paragraphs (a), (b), (c) or (d) above apply) the aggregate of the priority payments in section 11.15(a) to section 11.15(q) inclusive if there are no unreimbursed Charge-Offs or Carryover Charge-Offs for that Payment Period in respect of the Class B Trust Notes;</p> <p>(f) (if none of paragraphs (a), (b), (c), (d) or (e) above apply) the aggregate of the priority payments in section 11.15(a) to section 11.15(o) inclusive if there are no unreimbursed Charge-Offs or Carryover Charge-Offs for that Payment Period in respect of the Class A2 Trust Notes; and</p> <p>(g) (if none of paragraphs (a), (b), (c), (d), (e) or (f) above apply) the aggregate of the priority payments in section 11.15(a) to section 11.15(m) inclusive.</p>
Residual Capital Unit	means the unit issued by Secure Funding to the Residual Capital Unitholder in accordance with the terms of the Trust.
Residual Capital Unitholder	see section 1.
Residual Income Unit	means the unit issued by Secure Funding to the Residual Income Unitholder in accordance with the terms of the Trust.
Residual Income Unitholder	see section 1.
Resolution	<p>means:</p> <p>(a) a resolution passed at a meeting:</p> <p>(i) on a show of hands, by the required majority or percentage, as the case may be, of persons present and voting, in person or by proxy; or</p> <p>(ii) if a poll is duly demanded, by the persons holding the required majority of the Trust Secured Moneys or Series Secured Moneys (in the case of a meeting of Trust Secured Creditors or Series Secured Creditors, respectively) or percentage of the amount outstanding under the Notes or the Trust Notes (as applicable, in the case of a meeting of Holders); or</p> <p>(b) where the law allows, a resolution in writing signed by persons holding the required majority of the Trust Secured Moneys or Series Secured Moneys (in the case of a meeting of Trust Secured Creditors or Series Secured Creditors, respectively) or percentage of Holders (in the case of a meeting of Holders).</p>

Sale Notice	means, in respect of the Trust, a notice issued by a Seller in accordance with Part D of the Master Trust Deed.
Scheduled Balance	means, at any time, the scheduled amortising balance of a Housing Loan calculated in accordance with the terms of that Housing Loan.
Second Guarantee Draw	has the meaning set out in section 10.3.
Second Guarantee Draw Shortfall	has the meaning set out in section 10.3.
Secure Funding	see Section 1.
Security Interest	means any bill of sale (as defined in any statute), mortgage, charge, letter of credit, 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.
Seller	has the meaning set out in Section 4.1.
Seller Security Trust Deed	means the document entitled “Security Trust Deed” dated 3 June 1998 between Secure Funding Pty Ltd, Perpetual Trustee Company Limited and Liberty Financial Pty Ltd.
Seller Series	means each Series (of Secure Funding Pty Ltd in its corporate capacity) constituted under the Seller Security Trust Deed and which the relevant Seller notifies in writing to the other parties to the Trust General Security Deed is to be a “Seller Series” for the purposes of the Supplementary Terms Notice.
Seller Trust	means each Trust (of which Secure Funding Pty Ltd is the trustee) constituted under the Master Trust Deed and which the Seller notifies in writing to the other parties to the Supplementary Terms Notice is to be a “Seller Trust” for the purposes of the Supplementary Terms Notice.
Series	Liberty Series 2020-2.
Series Assets	has the meaning set out in the Series Master Security Trust Deed.
Series Business	has the meaning set out in the Series Master Security Trust Deed.
Series Charge	means the security interest granted by Liberty Funding to the Series Security Trustee pursuant to the Series General Security Deed.
Series Collateral	means all Series Assets of the Series which Liberty Funding acquires or to which Liberty Funding is entitled under the Series General Security Deed.

Series Collections	<p>means, in respect of a Series Collection Period, all amounts received by or on behalf of Liberty Funding during that Series Collection Period in respect of the Acquired Assets, including without limitation:</p> <ul style="list-style-type: none"> (a) all principal, interest and fees; (b) the proceeds of sale, or withdrawal from the relevant account, of any Acquired Asset; (c) any proceeds recovered from any enforcement action; (d) any amounts received on a repurchase or transfer; (e) any amount received as damages in respect of a breach of any representation or warranty.
Series Collection Account	means with respect to the Series, the account opened by Liberty Funding in accordance with the Issue Supplement.
Series Collection Period	means each period from (but excluding) a Determination Date to (and including) the immediately following Determination Date, except in the case of the first Series Collection Period, which commences on (and excludes) the Cut-Off Date and ends on (and includes) the first Determination Date.
Series Event of Default	has the meaning set out in section 14.4.
Series General Security Deed	has the meaning set out in section 16.4.
Series Income Collection	means, in respect of a Series Collection Period, all Series Collections received by or on behalf of Liberty Funding during that Series Collection Period which are in the nature of interest or income.
Series Management Deed	has the meaning set out in section 16.3.
Series Manager	see Section 1.
Series Manager Termination Event	has the meaning set out in section 14.7.
Series Master Registry Services Agreement	has the meaning set out in section 16.3.
Series Master Security Trust Deed	has the meaning set out in section 16.3.
Series Payment Period	<p>means, in respect of the Notes:</p> <ul style="list-style-type: none"> (a) initially, the period from (and including) the Issue Date of that Note to (but excluding) the first Payment Date after such Issue Date; and

	(b) thereafter, each period from (and including) each Payment Date to (but excluding) the next following Payment Date.
Series Principal Collection	means in respect of a Determination Date: (a) the Series Collections for the immediately preceding Series Collection Period; less (b) the Series Income Collections as calculated on that Determination Date.
Series Register	means the Series Register of Holders of Notes in respect of the Series maintained by the Series Registrar pursuant to the Series Master Security Trust Deed, the Issue Supplement and the Note Conditions.
Series Registrar	see Section 1.
Series Secured Creditors	means: (a) the Series Security Trustee (for its own account); (b) the Series Manager; (c) the Series Standby Manager; (d) each Holder of the Notes for the Series; (e) each Dealer of the Series; (f) the Series Registrar; and (g) any other person so described in the Issue Supplement for the Series.
Series Secured Money	means all money which at any time, for any reason or circumstance in connection with the Transaction Documents (including any transaction in connection with them) whether under law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation) and whether or not of a type within the contemplation of the parties at the date of the Series General Security Deed: (a) Liberty Funding is or may become actually or contingently liable to pay to any Series Secured Creditor; or (b) any Series Secured Creditor has advanced or paid on Liberty Funding's behalf or at Liberty Funding's express or implied request; or (c) any Series Secured Creditor is liable to pay by reason of any act or omission on Liberty Funding's, or that any

	<p>Series Secured Creditor has paid or advanced in protecting or maintaining the Series Collateral or the Series General Security Deed following an act or omission on Liberty Funding's part; or</p> <p>(d) Liberty Funding would have been liable to pay any Series Secured Creditor but the amount remains unpaid by reason of an Insolvency Event in respect of Liberty Funding; or</p> <p>(e) are reasonably foreseeable as likely, after that time, to fall within any of the above paragraphs.</p> <p>This definition applies:</p> <p>(i) irrespective of the capacity in which Liberty Funding or the Series Secured Creditor of the Series became entitled to, or liable in respect of, the amount concerned;</p> <p>(ii) whether Liberty Funding or the Series Secured Creditor is liable as principal debtor, as surety, or otherwise;</p> <p>(iii) whether Liberty Funding is liable alone, or together with another person;</p> <p>(iv) even if Liberty Funding owes an amount or obligation to the Series Secured Creditor because it was assigned to the Series Secured Creditor, whether or not:</p> <p>(A) the assignment was before, at the same time as, or after the date of the Series General Security Deed; or</p> <p>(B) Liberty Funding consented to or was aware of the assignment; or</p> <p>(C) the assigned obligation was secured before the assignment;</p> <p>(v) even if the Series General Security Deed was assigned to the Series Secured Creditor, whether or not:</p> <p>(A) Liberty Funding consented to or was aware of the assignment; or</p> <p>(B) any of the Series Secured Money was previously unsecured;</p> <p>(vi) whether or not Liberty Funding has a right of indemnity from the Series Assets.</p>
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Series Security Trust	means the “Liberty Series 2020-2 Security Trust” constituted under the Series Master Security Deed and the Series General Security Deed.
Series Security Trustee	see Section 1.
Series Standby Manager	see Section 1
Servicing Procedures	means, from time to time, the then current policies and procedures of Liberty Financial and Secure Funding in relation to the servicing of Housing Loans.
Specific Security Deed	has the meaning set out in section 16.2.
Stated Amount	<p>means each of:</p> <p>(a) in respect of the Trust Notes,</p> <ul style="list-style-type: none"> (i) the Class A1a Stated Amount, (ii) the Class A1b Stated Amount, (iii) the Class A2 Stated Amount, (iv) the Class B Stated Amount, (v) the Class C Stated Amount, (vi) the Class D Stated Amount, (vii) the Class E Stated Amount, (viii) the Class F Stated Amount, and (ix) the Class G Stated Amount, <p>or any combination of them, as the context requires; and</p> <p>(b) in respect of the Notes, the amount calculated as such under Section 12.5.</p>
Step-Up Margin	means, in respect of the Notes or the Trust Notes (other than the Class G Notes or the Class G Trust Notes), 0.25% per annum.
Step-Up Margin Date	means the second Payment Date following the first Call Date.
Step Down Requirements	<p>will be satisfied on a Payment Date if:</p> <p>(a) that Payment Date falls:</p> <ul style="list-style-type: none"> (i) on or after the Payment Date in June 2022; and (ii) prior to the first Call Date; and <p>(b) on the Determination Date immediately preceding that</p>

	<p>Payment Date:</p> <p>(i) there are no unreimbursed Carryover Charge-Offs; and</p> <p>(ii) the Average Arrears Ratio on that Determination Date does not exceed 4%.</p>
Subscription Agreement	has the meaning set out in section 16.4.
Supplementary Terms Notice	has the meaning set out in section 16.2.
Support Facilities	<p>means the agreements or arrangements entered into by Secure Funding for the financial management, credit enhancement or liquidity support of the assets and liabilities of the Trust which are allocated to, entered into for the benefit of, or calculated by reference to, the Trust and includes, without limitation:</p> <p>(a) any Insurance Policy;</p> <p>(b) the Interest Rate Swap Agreement; and</p> <p>(c) the Liquidity Facility Agreement.</p>
Support Facility Provider	means each provider of a Support Facility including, without limitation, the Interest Rate Swap Provider and the Liquidity Facility Provider.
Tax	includes any levy, charge, impost, fee, deduction, stamp duty 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 and any payment which is to be made pursuant to a tax sharing agreement or tax funding agreement but does not include any tax on the overall net income of Secure Funding and Taxes and Taxation shall be construed accordingly.
Tax Account	means an account with an Eligible Bank established and maintained in the name of Secure Funding and in accordance with the terms of the Master Trust Deed, which is to be opened by Secure Funding when directed to do so by the Trust Manager in writing.
Tax Act	means the Income Tax Assessment Act 1936 (Cth) (as amended) and associated regulations and the Income Tax Assessment Act 1997 (Cth) (as amended) and associated regulations.
Tax Amount	means, in respect of a Payment Period, the amount (if any) of Tax that the Trust Manager reasonably determines will be payable in the future by Secure Funding in respect of the Trust and which accrued during that Payment Period.

Tax Provision	means a reasonable estimate of the amount of income tax (as defined by the Tax Act) that is to be payable by the Guarantor for the income year (as defined by the Tax Act) in which the Payment Date occurs.
Tax Shortfall	means, in respect of a Payment Period, the amount (if any) determined by the Trust Manager or the Series Manager (in respect of the Trust or the Series, respectively) to be the shortfall between the aggregate Tax Amounts set aside in accordance with the Supplementary Terms Notice or the Issue Supplement and the tax due and payable by Secure Funding and Liberty Funding (in respect of the Trust or the Series, respectively).
Threshold Rate	means the minimum Borrower Rates required to be set on the Housing Loans which will ensure that Secure Funding has sufficient funds (from Collections on such Housing Loans as well as any net amounts due to it under any Interest Rate Swap Agreement) available to meet the Required Payments (assuming that all parties comply with their obligations under such documents and such Housing Loans) and taking into account Housing Loans where the Trust Servicer does not have the discretion under the related Loan Agreement to vary the interest rate of those Housing Loans and moneys held in Authorised Investments.
Total Interest Collections	means, in respect of any Determination Date, the amount calculated in accordance with section 11.14 on that Determination Date.
Transaction Document	<p>means each of:</p> <ul style="list-style-type: none"> (a) the Master Trust Deed (insofar as it relates to the Trust); (b) the Master Definitions Schedule (insofar as it relates to the Trust); (c) the Notice of Creation in respect of the Trust; (d) the Supplementary Terms Notice; (e) the Master Trust Servicer Deed (insofar as it relates to the Trust); (f) the Master Management Deed (insofar as it relates to the Trust); (g) the Trust General Security Deed; (h) the Subscription Agreement; (i) each Support Facility; (j) the Liquidity Facility Agreement;

	<p>(k) any Interest Rate Swap Agreement;</p> <p>(l) the Deposit Deed;</p> <p>(m) the Guarantee;</p> <p>(n) the Deed of Covenant;</p> <p>(o) the Specific Security Deed;</p> <p>(p) the Series Master Security Deed (insofar as it relates to the Series);</p> <p>(q) the Series Management Deed (insofar as it relates to the Series);</p> <p>(r) the Series Master Registry Services Agreement (insofar as it relates to the Series);</p> <p>(s) the Issue Supplement;</p> <p>(t) the Note Deed Poll attaching the Note Conditions;</p> <p>(u) the Series General Security Deed;</p> <p>(v) the Dealer Agreement;</p> <p>(w) the Subscription Agreement;</p> <p>(x) the Insurance Policies; and</p> <p>(y) each other document designated as such by the Trust Manager and Secure Funding from time to time provided that the Trust Manager has delivered a Rating Notification in respect of such designation.</p>
Trust	see Section 1.
Trust Charge	means the security interest granted by Secure Funding to the Trust Security Trustee pursuant to the Trust General Security Deed.
Trust Collateral	means all Assets of the Trust acquired by, Redesignated to or held by Secure Funding after the date of the Trust General Security Deed on the terms of the Trust in accordance with the Master Trust Deed and the Supplementary Terms Notice.
Trust Collection Account	means with respect to the Trust, the account opened by Secure Funding as trustee of the Trust in accordance with the Supplementary Terms Notice.
Trust Collection Period	means the period from (but excluding) a Determination Date to (and including) the immediately succeeding Determination Date. The first Trust Collection Period commences on (but excludes) the Cut-Off Date and ends on (and includes) the Determination

	Date immediately preceding the first Payment Date.
Trust Custodian	see Section 1.
Trust General Security Deed	has the meaning set out in section 16.2.
Trust Event of Default	has the meaning set out in section 13.7.
Trust Manager	see Section 1.
Trust Note	<p>means each of:</p> <ul style="list-style-type: none"> (a) a Class A1a Trust Note, (b) a Class A1b Trust Note, (c) a Class A2 Trust Note, (d) a Class B Trust Note, (e) a Class C Trust Note, (f) a Class D Trust Note, (g) a Class E Trust Note, (h) a Class F Trust Note, and (i) a Class G Trust Note, <p>or any combination of them, as the context requires.</p>
Trust Originator	see Section 1.
Trust Receiver	means a person or persons appointed under or by virtue of the Trust Charge as Trust Receiver or Trust Receiver and Trust Manager.
Trust Register	means the register of Holders of Trust Notes in respect of the Trust maintained by the Trust Registrar pursuant to the Master Trust Deed and the Supplementary Terms Notice.
Trust Registrar	see Section 1.
Trust Secured Creditors	<p>means:</p> <ul style="list-style-type: none"> (a) each Holder of Trust Notes in respect of the Trust; (b) any Interest Rate Swap Provider; (c) the Trust Manager; (d) the Trust Servicer; (e) the Trust Custodian;

	<ul style="list-style-type: none"> (f) the Trust Registrar; (g) the Trust Standby Trustee; (h) the Trust Standby Manager; (i) the Trust Standby Servicer; (j) the Trust Security Trustee (in its personal capacity and as trustee of the Security Trust); (k) the Liquidity Facility Provider; and (l) each other person specified as a “Secured Creditor” pursuant to the Transaction Documents.
<p>Trust Secured Money</p>	<p>means all money which at any time for any reason or circumstance in connection with any Transaction Document that relates to, or applies to, the Trust or the Trust General Security Deed 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 (including liquidated or unliquidated damages for default or breach of any obligation) and whether or not of a type within the contemplation of the parties at the date of the Trust General Security Deed:</p> <ul style="list-style-type: none"> (a) Secure Funding is or may become actually or contingently liable to pay to any Trust Secured Creditor ; or (b) any Trust Secured Creditor has advanced or paid on Secure Funding’s behalf or at Secure Funding’s express or implied request; or (c) any Trust Secured Creditor is liable to pay by reason of any act or omission on Secure Funding’s part, or that any Trust Secured Creditor has paid or advanced in protecting or maintaining the Trust Collateral or the security interest created by the Trust General Security Deed following an act or omission by Secure Funding; or (d) Secure Funding would have been liable to pay any Trust Secured Creditor but the amount remains unpaid by reason of an Insolvency Event in respect of Secure Funding; or (e) are reasonably foreseeable as likely, after that time, to fall within any of the above paragraphs. <p>This definition applies:</p> <ul style="list-style-type: none"> (i) irrespective of the capacity in which Secure

	<p>Funding or the Trust Secured Creditor became entitled or is liable in respect of the amount concerned;</p> <p>(ii) whether Secure Funding or the Trust Secured Creditor is liable as principal debtor or surety or otherwise;</p> <p>(iii) whether Secure Funding is liable alone or together with another person;</p> <p>(iv) even if Secure Funding owes an amount or obligation to the Trust Secured Creditor because it was assigned to the Trust Secured Creditor, whether or not:</p> <p>(A) the assignment was before, at the same time as, or after the date of the Trust General Security Deed; or</p> <p>(B) Secure Funding consented to or was aware of the assignment; or</p> <p>(C) the assigned obligation was secured before the assignment;</p> <p>(v) even if the Trust General Security Deed was assigned to the Trust Secured Creditor, whether or not Secure Funding consented to or was aware of the assignment or any of the Trust Secured Money was previously unsecured; or</p> <p>(vi) whether or not Secure Funding has a right of indemnity from the Assets of the Trust..</p>
Trust Security Trust	means the “Liberty Series 2020-2 Trust Security Trust” constituted under the Master Trust Deed and the Trust General Security Deed.
Trust Security Trustee	see Section 1.
Trust Servicer	see Section 1.
Trust Standby Manager	see Section 1.
Trust Standby Servicer	see Section 1.
Trust Standby Trustee	see Section 1.
Unitholder	means each of the Guarantor, the Residual Capital Unitholder and the Residual Income Unitholder.
Unpaid Interest	means, on any day, any amount of interest due to the Holder of a Note or Trust Note which is not paid in full on the date when it is due and payable, together with interest on that amount

	<p>calculated at the aggregate of the Bank Bill Rate and the Relevant Margin in respect of that Note or Trust Note from the date on which the amount of interest fell due for payment until the day on which it is actually paid in full in accordance with the Supplementary Terms Notice.</p>
<p>Voting Secured Creditors</p>	<p>means, in respect of the Series:</p> <ul style="list-style-type: none"> (a) if any Class A1a Notes or Class A1b Notes are outstanding: <ul style="list-style-type: none"> (i) the Holders of the Class A1a Notes and the Holders of the Class A1b Notes; and (ii) any Secured Creditors ranking equally or senior to the Holders of the Class A1a Notes and the Holders of the Class A1b Notes (as determined in accordance with the order of priority set out in Section 12.4); (b) if Class A2 Notes are outstanding, but no Class A1a Notes or Class A1b Notes remain outstanding: <ul style="list-style-type: none"> (i) the Holders of the Class A2 Notes; and (ii) any Secured Creditors ranking equally or senior to the Holders of the Class A2 Notes (as determined in accordance with the order of priority set out in Section 12.4); (c) if Class B Notes are outstanding, but no Class A1a Notes, Class A1b Notes or Class A2 Notes remain outstanding: <ul style="list-style-type: none"> (i) the Holders of the Class B Notes; and (ii) any Secured Creditors ranking equally or senior to the Holders of the Class B Notes (as determined in accordance with the order of priority set out in Section 12.4); (d) if Class C Notes are outstanding, but no Class A1a Notes, Class A1b Notes, Class A2 Notes or Class B Notes remain outstanding: <ul style="list-style-type: none"> (i) the Holders of the Class C Notes; and (ii) any Secured Creditors ranking equally or senior to the Holders of the Class C Notes (as determined in accordance with the order of priority set out in Section 12.4); (e) if Class D Notes are outstanding, but no Class A1a Notes, Class A1b Notes, Class A2 Notes, Class B Notes

	<p>or Class C Notes remain outstanding:</p> <ul style="list-style-type: none"> (i) the Holders of the Class D Notes; and (ii) any Secured Creditors ranking equally or senior to the Holders of the Class D Notes (as determined in accordance with the order of priority set out in Section 12.4); <p>(f) if Class E Notes are outstanding, but no Class A1a Notes, Class A1b Notes, Class A2 Notes, Class B Notes, Class C Notes or Class D Notes remain outstanding:</p> <ul style="list-style-type: none"> (i) the Holders of the Class E Notes; and (ii) any Secured Creditors ranking equally or senior to the Holders of the Class E Notes (as determined in accordance with the order of priority set out in Section 12.4); <p>(g) if Class F Notes are outstanding, but no Class A1a Notes, Class A1b Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes remain outstanding:</p> <ul style="list-style-type: none"> (i) the Holders of the Class F Notes; and (ii) any Secured Creditors ranking equally or senior to the Holders of the Class F Notes (as determined in accordance with the order of priority set out in Section 12.4); <p>(h) if Class G Notes are outstanding, but no Class A1a Notes, Class A1b Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes remain outstanding:</p> <ul style="list-style-type: none"> (i) the Holders of the Class G Notes; and (ii) any Secured Creditors ranking equally or senior to the Holders of the Class G Notes (as determined in accordance with the order of priority set out in Section 12.4); and <p>(i) once the Invested Amount of the Notes has been reduced to zero, the remaining Series Secured Creditors.</p>
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