
Medallion Trust

Medallion Trust Series 2013-1 Supplemental Information Memorandum



\$250,000,000

Mortgage Backed Secured Pass Through Floating Rate Class A3-R Notes due August 2045

Ratings

“AAA(sf)” by S&P Global Ratings Australia Pty Ltd

“AAAsf” by Fitch Australia Pty Ltd

**Arranger, Bookrunner, Lead Manager and Structural Advisor
Commonwealth Bank of Australia**

ABN 48 123 123 124

22 February 2018

No Guarantee by Commonwealth Bank of Australia

The Class A3-R Notes do not represent deposits or other liabilities of Commonwealth Bank of Australia (“**Commonwealth Bank of Australia**”) or any other member of the Commonwealth Bank of Australia group. None of Commonwealth Bank of Australia, Securitisation Advisory Services Pty Limited ABN 88 064 133 946 (the “**Manager**”) or any other member of the Commonwealth Bank of Australia group guarantees the payment or repayment or the return of any principal invested in, or any particular rate of return on, the Class A3-R Notes or the performance of the Assets of the Series Trust. In addition, none of the obligations of the Manager are guaranteed in any way by Commonwealth Bank of Australia or any other member of the Commonwealth Bank of Australia group.

Purpose of this Supplemental Information Memorandum

This Supplemental Information Memorandum (“**Supplemental Information Memorandum**”) relates solely to a proposed issue of A\$250,000,000 Class A3-R Notes by Perpetual Trustee Company Limited (ABN 42 000 001 007) (the “**Trustee**”) in its capacity as trustee of the Medallion Trust Series 2013-1 (the “**Series Trust**”) on 22 February 2018. It is not relevant for any other purpose.

This Supplemental Information Memorandum should be read in conjunction with the information memorandum relating to the Medallion Trust Series 2013-1 dated 8 March 2013 (the “**Base Information Memorandum**”), which is attached to this Supplemental Information Memorandum and, except as updated by this Supplemental Information Memorandum, is incorporated in its entirety in this Supplemental Information Memorandum and each reference to the term “Information Memorandum” in the Base Information Memorandum shall be taken to mean the Base Information Memorandum as updated by this Supplemental Information Memorandum. To the extent of any inconsistency between the Base Information Memorandum and this Supplemental Information Memorandum, this Supplemental Information Memorandum will prevail.

The Class A3-R Notes are subject to Investment Risk

The holding of the Class A3-R Notes is subject to investment risk, including possible delays in repayment and loss of income and principal invested.

US Selling Restrictions

The Class A3-R Notes have not been and will not be registered under the Securities Act and unless so registered may not be offered or sold within the United States or to, or for the account or benefit of, US persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Class A3-R Notes are being offered and sold only to persons (other than United States persons) outside the United States pursuant to Regulation S and the Securities Act. For a description of certain further restrictions on offers, transfers and sales of the Class A3-R Notes and the distribution of this Supplemental Information Memorandum, see Section 1 (“*Important Notice*”), Section 2.13(a) (“*Miscellaneous*”) and Section 13 (“*Selling Restrictions*”) of this Supplemental Information Memorandum below.

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1 Important notice

1.1 Base Information Memorandum

This Supplemental Information Memorandum must be read only in conjunction with the Base Information Memorandum. See the section entitled “*Purpose of this Supplemental Information*” on page 2 of this Supplemental Information Memorandum.

1.2 Terms

References in this Supplemental Information Memorandum to various documents are explained in Section 15 (“*Transaction Documents*”) of this Supplemental Information Memorandum. Unless defined elsewhere, all other terms are defined in the Glossary in Section 17 (“*Glossary*”) of the Base Information Memorandum. Section 17 (“*Glossary*”) of the Base Information Memorandum should be referred to in conjunction with any review of this Supplemental Information Memorandum.

1.3 Interpretation – references to the Notes

On 11 March 2013 (the “**Closing Date**”), the Trustee issued:

- A\$1,013,000,000 floating rate Class A1 Notes;
- A\$1,068,400,000 floating rate Class A2 Notes;
- A\$250,000,000 fixed rate Class A3 Notes;
- A\$153,000,000 floating rate Class B Notes; and
- A\$50,600,000 floating rate Class C Notes.

The terms on which those Notes were issued are described in the Base Information Memorandum and summarised in Section 2.2 (“*Summary of the Notes*”) of this Supplemental Information Memorandum. No Class A3-R Notes have been issued prior to the date of this Supplemental Information Memorandum and the Class A3-R Notes were not offered pursuant to the Base Information Memorandum. However, for the purposes of this Supplemental Information Memorandum only, references in the Base Information Memorandum to the “**Notes**” offered pursuant to the Base Information Memorandum shall, except as the context otherwise requires, be taken to include a reference to the Class A3-R Notes.

The Class A3-R Notes are “Class A Notes” for the purposes of the Base Information Memorandum.

The Class A3-R Notes to be issued on 22 February 2018 are the “Initial Class A3-R Notes” for the purposes of the Base Information Memorandum. Despite anything to the contrary in the Base Information Memorandum, the Manager will not direct the Trustee to issue any “Further Class A3-R Notes” as described in the Base Information Memorandum if the Class A3-R Notes are issued on 22 February 2018 as contemplated by this Supplemental Information Memorandum.

1.4 Summary Only

This Supplemental Information Memorandum is only a summary of the terms and conditions of the Class A3-R Notes and the Series Trust and is to assist each recipient to decide whether it will undertake its own further independent investigation of the Class A3-R Notes. This Supplemental Information Memorandum does not purport to contain all the information a person considering subscribing for or purchasing the Class A3-R Notes may require. Accordingly, this Supplemental Information Memorandum should not be relied upon by intending subscribers or purchasers of the Class A3-R Notes. Intending subscribers or purchasers of the Class A3-R Notes should review the Transaction Documents which contain the definitive terms relating to the Series Trust and the transactions connected therewith. If there is any inconsistency between this Supplemental Information Memorandum and the Transaction Documents, the Transaction Documents should be regarded as containing the definitive information.

This Supplemental Information Memorandum must be read together with the Base Information Memorandum.

This Supplemental Information Memorandum should not be construed as an offer or invitation to any person to subscribe for or buy the Class A3-R Notes and must not be relied upon by intending subscribers or purchasers of Class A3-R Notes. In addition, this Supplemental Information Memorandum should not be construed as an offer or invitation to any person to subscribe for or buy any other Notes issued by the Trustee as trustee of the Series Trust.

It should not be assumed that the information contained in this Supplemental Information Memorandum is necessarily accurate or complete in the context of any offer to subscribe for or an invitation to subscribe for or buy any Class A3-R Notes even if this Supplemental Information Memorandum is circulated in conjunction with such an offer or invitation.

1.5 Limited Responsibility for Information

The Manager has prepared and authorised the distribution of this Supplemental Information Memorandum, has accepted sole responsibility for the information contained in it and to the best of its knowledge and belief the information contained in this Supplemental Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

None of Commonwealth Bank of Australia, the Trustee or P.T. Limited ABN 67 004 454 666 including in its capacity as trustee of the Security Trust (the “**Security Trustee**”) have authorised, caused the issue of, or have (and expressly disclaim) any responsibility for, or made any statement in, any part of this Supplemental Information Memorandum. Furthermore, none of Perpetual Trustee Company Limited, the Trustee, P.T. Limited or the Security Trustee has had any involvement in the preparation of any part of this Supplemental Information Memorandum (other than where parts of this Supplemental Information Memorandum contain particular references to Perpetual Trustee Company Limited or P.T. Limited in their corporate capacity). Whilst the Manager believes the statements made in this Supplemental Information Memorandum are accurate, neither it nor Commonwealth Bank of Australia, Perpetual Trustee Company Limited, the Trustee, P.T. Limited, the Security Trustee nor any external adviser to any of the foregoing makes any representation or warranty, express or implied, as to, nor assumes any responsibility or liability for, the authenticity, origin, validity, accuracy or completeness of, or any errors or omissions in, any information, statement, opinion or forecast contained in

this Supplemental Information Memorandum or in any previous, accompanying or subsequent material or presentation.

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

1.6 Date of this Supplemental Information Memorandum

This Supplemental Information Memorandum has been prepared as at 22 February 2018 (the “**Preparation Date**”), based on information available and facts and circumstances known to the Manager at that time.

Neither the delivery of this Supplemental Information Memorandum, nor any offer or issue of any Class A3-R Notes, at any time after the Preparation Date implies, or should be relied upon as a representation or warranty, that:

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

No person undertakes to review the financial condition or affairs of the Trustee or the Series Trust at any time or to keep a recipient of this Supplemental Information Memorandum or the holder of any Note (the “**Noteholder**”) informed of changes in, or matters arising or coming to their attention which may affect, anything referred to in this Supplemental Information Memorandum.

Neither the Manager, Commonwealth Bank of Australia nor any other person accepts any responsibility to Noteholders or prospective Noteholders to update this Supplemental Information Memorandum after the Preparation Date with regard to information or circumstances which come to its attention after the Preparation Date.

1.7 Independent Investment Decisions

This Supplemental Information Memorandum is not intended to be, and does not constitute, a recommendation by the Manager, the Trustee, Perpetual Trustee Company Limited, Commonwealth Bank of Australia, P.T. Limited or the Security Trustee that any person subscribe for or purchase any Class A3-R Note. Accordingly, any person contemplating the subscription or purchase of any Class A3-R Note must:

- (a) make their own independent investigation of the terms of the Class A3-R Notes (including reviewing the Transaction Documents) and the financial condition, affairs and creditworthiness of the Series Trust, after taking all appropriate advice from qualified professional persons; and
- (b) base any investment decision on the investigation and advice referred to in paragraph (a) and not on this Supplemental Information Memorandum.

1.8 Authorised Material

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

1.9 Distribution to Professional Investors Only

Prior to the approval of this Supplemental Information Memorandum by the relevant stock exchange or competent authority (if required) in connection with any application for listing or admission to trading of any Class A3-R Notes by the Manager, this Supplemental Information Memorandum will have been prepared on a confidential basis for distribution only to professional investors whose ordinary business includes the buying or selling of securities such as the Class A3-R Notes. This Supplemental Information Memorandum is not intended for, should not be distributed to, and should not be construed as an offer or invitation to, any other person. If the Manager makes an application for any Class A3-R Notes to be listed with a stock exchange and admitted to trading and such application is approved, it will no longer be confidential and will be a publicly available document.

1.10 Distribution

The distribution of this Supplemental Information Memorandum and the offering or invitation to subscribe for or buy the Class A3-R 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 Supplemental Information Memorandum or the offer or invitation to subscribe for or buy the Class A3-R Notes in any jurisdiction where action for that purpose is required.

1.11 Issue Not Requiring Disclosure to Investors under the Corporations Act

This Supplemental Information Memorandum is not a “Prospectus” for the purposes of Chapter 6D of the Corporations Act or a “Product Disclosure Statement” for the purposes of Chapter 7 of the Corporations Act and is not required to be lodged with the Australian Securities and Investments Commission under the Corporations Act as each offer for the issue, any invitation to apply for the issue, and any offer for sale of, and any invitation for offers to purchase, the Class A3-R Notes to a person under this Supplemental Information Memorandum:

- (a) will be for a minimum amount payable (after disregarding any amount lent by the person offering the Class A3-R Notes (as determined under section 700(3) of the Corporations Act) or any of their associates (as determined under sections 10 to 17 of the Corporations Act)) on acceptance if the offer or application (as the case may be) is at least \$500,000 (calculated in accordance with both section 708(9) of the Corporations Act and regulation 7.1.18 of the Corporations Regulations 2001);
- (b) is made to a professional investor for the purposes of section 708 of the Corporations Act; or
- (c) does not otherwise require disclosure to investors under Part 6D.2 of the Corporations Act and is not made to a Retail Client.

No action has been taken or will be taken which would permit a public offering of the Class A3-R Notes, or possession or distribution of this Supplemental Information Memorandum, in any country or jurisdiction where action for that purpose is required.

A person may not (directly or indirectly) offer for issue or sale, or make any invitation to apply for the issue or to purchase, the Class A3-R Notes nor distribute this Supplemental Information Memorandum except if the offer or invitation:

- (i) does not need disclosure to investors under Part 6D.2 of the Corporations Act;
- (ii) is not made to a Retail Client; and
- (iii) complies with any other applicable laws in all jurisdictions in which the offer or invitation is made.

1.12 Offshore Associates Not To Acquire Class A3-R Notes

Division 11A of Part III of the Australian Tax Act (as defined in Section 11 (“*Taxation considerations*”) of this Supplemental Information Memorandum)) imposes interest withholding tax at a rate of 10% of the gross amount of interest paid on debentures (such as the Class A3-R Notes) to a non-resident of Australia (other than a non-resident holding the debentures in carrying on business at or through a permanent establishment in Australia) or a resident holding the debentures in carrying on business at or through a permanent establishment outside Australia unless an exemption is available. For these purposes, interest is defined in section 128A(1AB) of the Australian Tax Act to include amounts in the nature of, or in substitution for, interest and certain other amounts.

Under present law, interest and other amounts paid on debentures will not be subject to Australian interest withholding tax if they are issued in accordance with certain prescribed conditions set out in section 128F of the Australian Tax Act they are not acquired directly or indirectly by certain offshore associates of the Trustee or Commonwealth Bank of Australia, other than in the capacity of a dealer, manager or underwriter in relation to the placement of the relevant debt securities, or a clearing house, custodian, funds manager or responsible entity of a registered scheme.

It is intended that the Class A3-R Notes will be offered, and interest will be paid from time to time, in a manner which satisfies the exemption from interest withholding tax contained in section 128F of the Australian Tax Act. The Lead Manager has undertaken not to offer a Class A3-R Note if that Lead Manager knew, or had reasonable grounds to suspect, that the Class A3-R Note or an interest in the Class A3-R Note was being or would be acquired by such an offshore associate of the Trustee or Commonwealth Bank of Australia.

1.13 Disclosure of Interests

The Lead Manager discloses that in addition to the arrangements and interests it will or may have with respect to any other party including without limitation the Trustee, the Security Trustee, the Manager, the Seller, the Servicer, the Liquidity Facility Provider and the Interest Rate Swap Provider (together, the “**Group**”) as described in this Supplemental Information Memorandum (the “**Transaction Document Interests**”), it, its related entities (as such term is defined in the Corporations Act) (the “**Related Entities**”), directors, officers and employees:

- (a) may have pecuniary or other interests in the Class A3-R Notes and they may also have interests pursuant to other arrangements; and
- (b) will receive fees, brokerage and commissions or other benefits, and may act as principal in any dealing in the Class A3-R Notes,

(the “**Note Interests**”).

Each purchaser of Class A3-R Notes acknowledges these disclosures and further acknowledges and agrees that:

- (i) each party and each of their Related Entities, directors, officers and employees (each a “**Relevant Entity**”) will have the Transaction Document Interests and may from time to time have the Note Interests and is, and from time to time may be, involved in a broad range of Transactions including, without limitation, banking, dealing in financial products, credit, derivative and liquidity transactions, investment management, corporate and investment banking and research (the “**Other Transactions**”) in various capacities in respect of any member of the Group or any other person, both on the Relevant Entity’s own account and for the account of other persons (the “**Other Transaction Interests**”);
- (ii) each Relevant Entity in the course of its business (whether with respect to the Transaction Document Interests, 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 Class A3-R Notes are limited to the contractual obligations of the parties to the relevant members of the Group as set out in the Transaction Documents and, in particular, no advisory or fiduciary duty (except in the case of the Trustee in respect of the Series Trust and the Security Trustee in respect of the Security Trust) is owed to any person;
- (iv) a Relevant Entity may have or come into possession of information not contained in this Supplemental Information Memorandum that may be relevant to any decision by a potential investor to acquire the Class A3-R Notes and which may or may not be publicly available to potential investors (“**Relevant Information**”);
- (v) to the maximum extent permitted by applicable law but subject to the Transaction Documents, 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 Supplemental 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 (for example, by the Lead Manager) 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, Note Interest or Other Transaction Interest may affect how a Relevant Entity in another capacity (for example, as a Noteholder) may seek to exercise any rights it may have in that capacity. These interests may conflict with the interests of the Group or a Noteholder, and the Group or a Noteholder may suffer loss as a result. To the maximum extent permitted by applicable law, a Relevant Entity is not restricted from entering into, performing or enforcing its rights in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests and may otherwise continue 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 Noteholders 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.

1.14 Limited Recovery

Any obligation or liability of the Trustee arising under or in any way connected with the Class A3-R Notes, the Master Trust Deed, the Series Supplement, the Security Trust Deed or any other Transaction Document to which the Trustee is a party is limited, except in the case of fraud, negligence or wilful default on the part of the Trustee or its officers, employees or agents or any other person whose acts or omissions the Trustee is liable for under the Transaction Documents, to the extent to which it can be satisfied out of the Assets of the Series Trust out of which the Trustee is actually indemnified for the obligation or liability. Other than in the exception previously mentioned, the personal assets of the Trustee, the Security Trustee or any other member of the Perpetual Trustee group are not available to meet payments of interest or repayments of principal on the Class A3-R Notes.

None of Commonwealth Bank of Australia, the Manager, the Trustee or the Security Trustee guarantees the success of the Class A3-R Notes issued by the Trustee or the repayment of capital or any particular rate of capital or income return in respect of the investment by Noteholders in the Class A3-R Notes, nor do they make any statement (including, without limitation, any representation) with respect to income tax or other taxation consequences of any subscription, purchase or holding of the Class A3-R Notes or the receipt of any amounts thereunder.

1.15 Australian Financial Services Licence of Perpetual Trustee Company Limited

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).

1.16 European Union Capital Requirements Regulation – securitisation exposure rules and other regulatory initiatives

Articles 404 – 410 (inclusive) of Regulation (EU) No 575/2013 (as amended by corrigendum) of the European Parliament and Council (the “**CRR**”) came into force

on 1 January 2014 in Member States of the European Union and have been implemented by national legislation in the other Member States of the European Economic Area (“**EEA**”).

Article 405 of the CRR restricts ‘credit institutions’ and ‘investment firms’ (each as defined in the CRR), and the consolidated group subsidiaries thereof (each, a “**CRR Investor**”) from investing in or being exposed to a ‘securitisation’ (as defined in the CRR) unless the originator, sponsor or original lender in respect of that securitisation has explicitly disclosed to the CRR Investor that it will retain, on an ongoing basis, a net economic interest of at least 5 per cent in that securitisation in the manner contemplated by Article 405 (and regulatory technical standards adopted by the European Commission, in relation to the same).

Article 406 of the CRR also requires that a CRR Investor be able to demonstrate that it has undertaken certain due diligence in respect of, among other things, the Class A3-R Notes it has acquired and the underlying exposures, and that procedures have been established for monitoring the performance of the underlying exposures on an ongoing basis.

Failure to comply with one or more of the requirements as set out in Articles 405 and 406 of the CRR may result in the imposition of a penal capital charge with respect to the investment made in the securitisation by the relevant CRR Investor.

Investors should also be aware of Article 17 of the EU Alternative Investment Fund Managers Directive (Directive 2011/61/EU), as supplemented by Section 5 of Chapter III of Commission Delegated Regulation (EU) No 231/2013 (“**AIFMD**”) and Article 135(2) of the EU Solvency II Directive 2009/138/EC, as supplemented by Articles 254-257 of Commission Delegated Regulation (EU) No 2015/35 (“**Solvency II**”), which introduced risk retention and due diligence requirements which apply, respectively, to EEA regulated alternative investment fund managers and EEA regulated insurance/reinsurance undertakings (which, together with those requirements under the CRR, are referred to as the “**Existing EU Retention Rules**”). While such requirements are similar to those which apply under the CRR they are not identical and, in particular, additional due diligence obligations apply to relevant investors under the Investment Managers Directive and Solvency II.

On 17 January 2018, Regulation EU 2017/2402 laying down a general framework for securitisation and creating a framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012, and Regulation EU 2017/2401 containing related amendments to the CRR (collectively, the “**New EU Securitisation Regulations**”) entered into force in the European Union. The new retention rules under the New Securitisation Regulations (the “**New EU Retention Rules**”) will apply to securitisations in respect of which the relevant securities are issued on or after 1 January 2019. The aim of the New EU Securitisation Regulations is to create a harmonised securitisation framework within the European Union.

In addition to applying to any investor regulated by the current CRR, the risk retention and due diligence requirements in the New EU Retention Rules will also apply to EEA management companies and funds regulated pursuant to the Undertaking for Collective Investment in Transferable Securities Directive (Directive 2009/65/EC) (the “**UCITS Directive**”) and institutions for occupational retirement provision (as defined in Directive 2003/41/EC) (“**IORPS**”) which were subject to separate requirements under AIFMD and Solvency II.

In this Supplemental Information Memorandum, the Existing EU Retention Rules, together with the New EU Retention Rules referred to above, are referred to as the “**EU Retention Rules**” (which in each case do not take into account any relevant national measures) and any investor subject to the EU Retention Rules is referred to as an “**Affected Investor**”.

Under the New EU Securitisation Regulations, some but not all of the Existing EU Retention Rules will continue to apply to securitisations in respect of which the relevant securities are issued before 1 January 2019 (“**Pre-2019 Securitisations**”). This means that both EEA management companies and funds regulated pursuant to the UCITS Directive and institutions for occupational retirement provision as defined in the IORPS may be subject to additional requirements under the Existing EU Retention Rules which apply to them specifically if the relevant securities are Pre-2019 Securitisations.

There are material differences between the New EU Retention Rules and the Existing EU Retention Rules. Although the primary legislative process has reached its end, it is expected that there will be secondary legislation and guidance notes in regards to the interpretation of the New EU Retention Rules and the changes from the Existing EU Retention Rules. Prospective investors are themselves responsible for monitoring and assessing changes to the EU Retention Rules.

At the time the Series Trust was established and Notes were first issued by the Trustee, the CRR and other EU Retention Rules described above were not in force. At that time, the previous European Union retention rules under Article 122a of the Capital Requirements Directive (comprising Directive 2006/48/EC and Directive 2006/49/EC, as amended) (the “**CRD II Rules**”) were in force. Commonwealth Bank of Australia undertook in the Series Supplement to retain on an ongoing basis a net economic interest of at least 5 per cent in the Medallion Trust Series 2013-1 securitisation transaction in accordance with the provisions of the CRD II Rules. On the Closing Date such interest was comprised of an interest in randomly selected exposures equivalent to no less than 5% of the aggregate principal balance of the securitised exposures in accordance with Article 122a paragraph (1) sub-paragraph (c) of the CRD II Rules. As at the Preparation Date of this Supplemental Information Memorandum, Commonwealth Bank of Australia continues to hold a net economic interest of at least 5 per cent in the Medallion Trust Series 2013-1 securitisation transaction in this manner. While the Existing EU Retention Rules do not provide that compliance with the CRD II Rules will be taken to satisfy the Existing EU Retention Rules, the requirements of Article 122a paragraph (1) sub-paragraph (c) are substantially similar to the requirements currently in force under Article 405 paragraph (1) sub-paragraph (c) of the CRR.

Each Affected Investor should consult with their own legal and regulatory advisors to determine whether, and to what extent, the information described in this Supplemental Information Memorandum and in any reports provided to investors is sufficient for compliance by that Affected Investor with any applicable EU Retention Rules. None of the Trustee, Commonwealth Bank of Australia, and each other party to a Transaction Document makes any representation that the information described above or in this Supplemental Information Memorandum is sufficient for such purposes. In the event that a regulator determines that the transaction did not comply or is no longer in compliance with the EU Retention Rules or the Affected Investor has insufficient information to satisfy its due diligence and/or ongoing monitoring requirements under the EU Retention Rules, then an Affected Investor may be required by its regulator to set aside additional capital against its investment in the

Class A3-R Notes or take other remedial measures in respect of its investment in the Class A3-R Notes.

See Section 3.7 (“*European Union Capital Requirements Regulation - securitisation exposure rules and other regulatory initiatives*”) for further details.

1.17 Repo-eligibility

The Manager intends, but is under no obligation, to make an application to the Reserve Bank of Australia (“**RBA**”) for the Class A3-R Notes to be “eligible securities” (or “**repo eligible**”) for the purposes of repurchase agreements with the RBA.

The criteria for repo eligibility published by the RBA require, among other things, that certain information be provided by the Manager to the RBA at the time of seeking repo-eligibility and during the term of the Class A3-R Notes in order for the Class A3-R Notes to be (and to continue to be) repo-eligible.

No assurance can be given that the application by the Manager (if any) for the Class A3-R Notes to be repo eligible will be successful, or that the Class A3-R 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 A3-R Notes continue to be repo-eligible.

If the Class A3-R Notes are repo-eligible at any time, Noteholders should be aware that relevant disclosures may be made by the Manager to investors and potential investors in Class A3-R Notes from time to time in such form as determined by the Manager as it sees fit (including for the purpose of complying with the RBA’s criteria).

1.18 Listing

Securitisation Advisory Services Pty Limited, as Manager, may, at its discretion, make an application to a securities exchange or other competent authority for the Class A3-R Notes to be listed and admitted for trading on its regulated market or unregulated markets. As at the Preparation Date the Manager has no intention of making any such application and there can be no assurance that any application for listing or trading of the Class A3-R Notes, if made by the Manager, will be successful. Accordingly, the issuance and settlement of the Class A3-R Notes is not conditional on the listing of the Class A3-R Notes on any securities exchange or the admission of the Class A3-R Notes to trading on any regulated or unregulated market. Perpetual Trustee Company Limited has not made or authorised any application for admission to listing and/or trading of any Class A3-R Notes.

1.19 References to Ratings

There are various references in this Supplemental Information Memorandum to the credit ratings of Class A3-R Notes and of particular parties. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant Rating Agency. In addition, the credit ratings of Class A3-R Notes do not address the expected timing of principal repayments under those Notes. None of the Rating Agencies has been involved in the preparation of this Supplemental Information Memorandum. Each Rating Agency is not established in the European Community but rather is incorporated in the Commonwealth of Australia. Consequently, each Rating Agency is not required to be registered under Regulation (EC) 1060/2009, as amended (“**CRA Regulation**”). It is

anticipated that the credit ratings of the Class A3-R Notes will, upon their issue, be endorsed by Standard & Poor's Credit Market Services Europe Limited and Fitch Ratings Ltd, respectively, in accordance with the CRA Regulation. Each of Standard & Poor's Credit Market Services Europe Limited and Fitch Ratings Ltd is established in the European Union and registered under the CRA Regulation. As such, Standard & Poor's Credit Market Services Europe Limited and Fitch Ratings Ltd are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation. The European Securities Markets Authority has indicated that ratings issued in Australia which have been endorsed by Standard & Poor's Credit Market Services Europe Limited and Fitch Ratings Ltd may be used in the European Union by the relevant market participants.

2 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 Supplemental Information Memorandum.

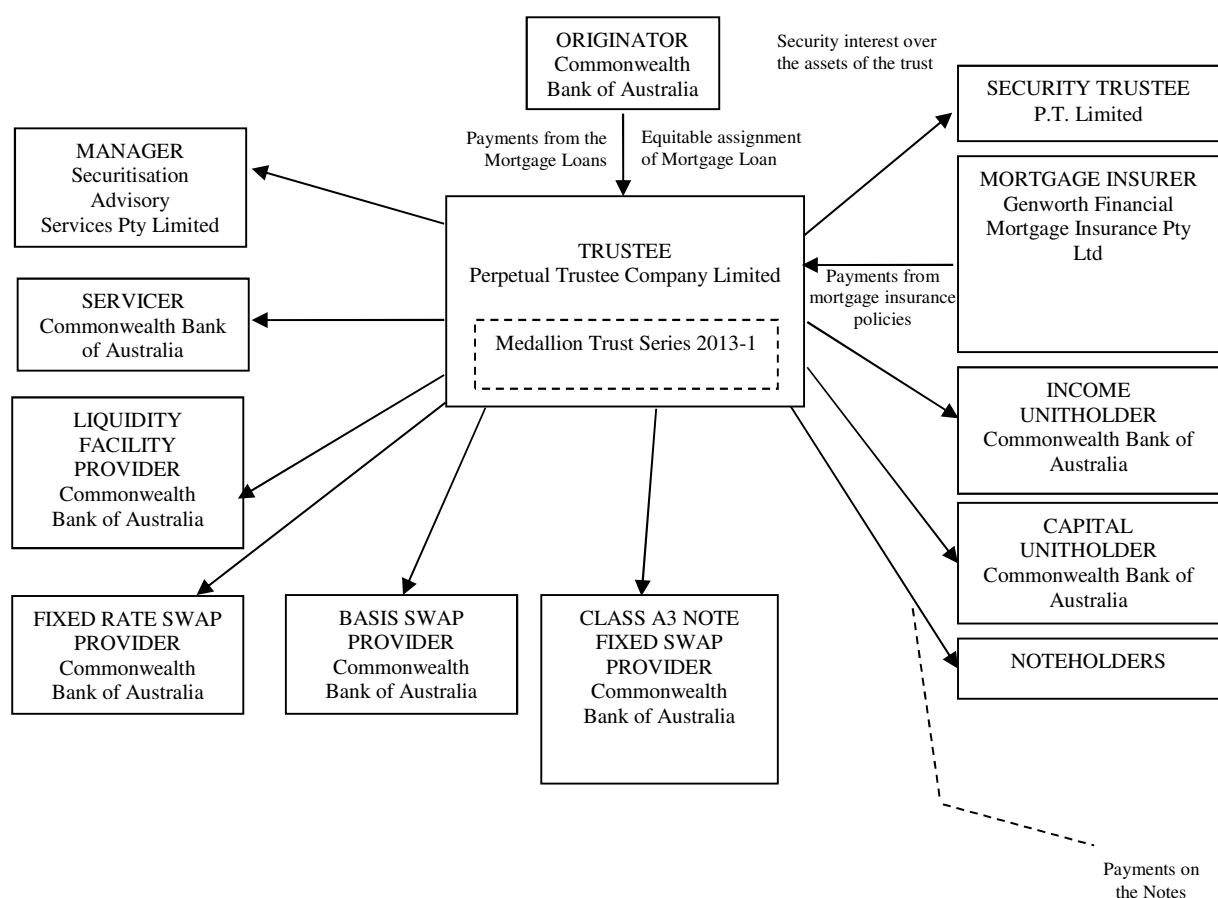
2.1 Parties to the Transaction

Trustee:	Perpetual Trustee Company Limited in its capacity as trustee of the Series Trust
Manager:	Securitisation Advisory Services Pty Limited, Ground Floor, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW 2000 Ph: +612 9118 7214
Security Trustee:	P.T. Limited in its capacity as trustee of the Security Trust.
Seller:	Commonwealth Bank of Australia
Servicer:	Commonwealth Bank of Australia
Income Unitholder:	Commonwealth Bank of Australia
Capital Unitholder:	Commonwealth Bank of Australia
Arranger	Commonwealth Bank of Australia
Lead Manager and Bookrunner:	Commonwealth Bank of Australia
Liquidity Facility Provider:	Commonwealth Bank of Australia
GIC Account Provider:	Commonwealth Bank of Australia
Mortgage Insurer:	Genworth Financial Mortgage Insurance Pty Limited (ABN 60 106 974 305)
Fixed Rate Swap Provider:	Commonwealth Bank of Australia
Basis Swap Provider:	Commonwealth Bank of Australia

Class A3 Note Commonwealth Bank of Australia
Fixed Swap
Provider:

Rating Agencies: S&P Global Ratings Australia Pty Ltd
Fitch Australia Pty Ltd

Structural Diagram



2.2 Summary of the Notes

The Trustee issued Class A1 Notes, Class A2 Notes, Class A3 Notes, Class B Notes and Class C Notes on 11 March 2013. The Trustee will not issue any further Notes of those Classes.

The Trustee proposes to issue A\$250,000,000 of Class A3-R Notes on 22 February 2018 (the “**Class A3 Refinancing Date**”) for the purpose of using the proceeds of such issue together with the balance of the GIC Account on that day for application towards repayment of the Invested Amount of the Class A3 Notes. For more detail, see Sections 8.15 (“*Repayment of Class A3 Notes on Class A3 Refinancing Date*”) and 8.19 (“*Class A3-R Notes and the Class A3 Refinancing Date*”) of the Base Information Memorandum. As at the Preparation Date, the balance of the GIC Account is \$0.

This Supplemental Information Memorandum relates only to the proposed issue of the Class A3-R Notes on the Class A3 Refinancing Date as described above. No other Class A3-R Notes are being offered for issue, nor are applications for the issue of any other Class A3-R Notes being invited, by this Supplemental Information Memorandum.

In certain circumstances, the Trustee may issue Redraw Notes – see Section 8.21 (“*Redraws and Further Advances*”) of the Base Information Memorandum. As at the

Preparation Date, no Redraw Notes have been issued. The Redraw Notes are not being offered for issue, nor are applications for the issue of Redraw Notes being invited, by this Supplemental Information Memorandum.

The Class A1 Notes, the Class A2 Notes, the Class A3 Notes, the Class A3-R Notes, the Class B Notes and the Class C Notes are secured, limited recourse obligations of the Trustee collateralised by the same pool of Mortgage Loans. The Notes have not been, and will not be, registered in the United States. The Class A3 Notes are to be repaid in full on the Issue Date of the Class A3-R Notes as described above.

The Manager may, subject to investor demand and other considerations, make an application to any stock exchange for the Class A3-R Notes to be admitted to trading on the regulated market of a stock exchange or other regulated or unregulated markets, but the Manager has no obligation to do so (see Section 14 (“*Listing on a Stock Exchange*”)). As at the Preparation Date, the Manager has no intention of making any such application.

Summary of the Class A3-R Notes

Initial Principal Balance	A\$250,000,000
Ratings:	
S&P Global Ratings Australia Pty Ltd	AAA(sf)
Fitch Australia Pty Limited	AAAsf
Interest rate	BBSW plus 0.80% (to apply at all times from the Class A3 Refinancing Date)
Interest Accrual Method	actual /365
Payment dates (“ Distribution Dates ”)	22nd day of each calendar month commencing on 22 March 2018 or, if such day is not a Business Day, the next Business Day unless that day falls in the next calendar month, in which case, the date is brought forward to the first preceding Business Day.
Interest payable	On each Distribution Date as specified above
Clearance/Settlement	Austraclear/ Euroclear/ Clearstream
ISIN	AU3FN0040416

Summary of Notes previously issued by the Series Trust

	Class A1 Notes	Class A2 Notes	Class A3 Notes	Class B Notes	Class C Notes
Initial Principal Balance	A\$1,013,000,000	A\$1,068,400,000	A\$250,000,000	A\$153,000,000	A\$50,600,000
% of Total initial Series Trust issuance	40.0%	42.1%	9.9%	6.0%	2.0%
Ratings:					
S&P Global Ratings Australia Pty Ltd	AAA(sf)	AAA(sf)	AAA(sf)	AAA(sf)	Not rated
Fitch Australia Pty Limited	AAAsf	AAAsf	AAAsf	AAAsf	Not rated
Interest rate up to but excluding the Call Date	BBSW plus 0.80%	BBSW plus 0.88%	A fixed rate of 4.25%	BBSW plus an initial undisclosed margin	BBSW plus an initial undisclosed margin
Interest rate on and from the Call Date	<p>BBSW plus 0.80% + 0.25%</p> <p>provided that, if on or after the Call Date the Trustee, at the direction of the Manager, proposes to redeem the Class A1 Notes at their Stated Amount (together with all accrued but unpaid interest) on a Distribution Date, but is unable to do so because, following a meeting of the Class A1 Noteholders convened under the provisions of the Security Trust Deed by the Manager for this purpose, the Class A1 Noteholders have not approved by an Extraordinary Resolution, the redemption of the Class A1 Notes at their Stated Amount, then BBSW plus 0.80%.</p>	<p>BBSW plus 0.88% + 0.25%</p> <p>provided that, if on or after the Call Date the Trustee, at the direction of the Manager, proposes to redeem the Class A2 Notes at their Stated Amount (together with all accrued but unpaid interest) on a Distribution Date, but is unable to do so because, following a meeting of the Class A2 Noteholders convened under the provisions of the Security Trust Deed by the Manager for this purpose, the Class A2 Noteholders have not approved by an Extraordinary Resolution, the redemption of the Class A2 Notes at their Stated Amount, then BBSW plus 0.88%.</p>	<p>A fixed rate of 4.25% (however the Class A3 Notes outstanding on the Class A3 Refinancing Date will convert to Class A3-R Notes if not redeemed on that date by the issuance of Class A3-R Notes as described in this Supplemental Information Memorandum)</p>	BBSW plus the initial undisclosed margin	BBSW plus the initial undisclosed margin
Interest Accrual Method	actual /365	actual /365	RBA Bond Basis (based initially on the period from 22 February 2013 to (but excluding) the first Fixed Interest Payment Date, then subsequently the period between Fixed Interest Payment Dates, except as described in Section 8.4 ("Key Dates and Periods")) of the Base	actual /365	actual /365

	Class A1 Notes	Class A2 Notes	Class A3 Notes	Class B Notes	Class C Notes
			Information Memorandum.		
Distribution Dates	22nd day of each calendar month commencing on 22 April 2013 or, if such day is not a Business Day, the next Business Day unless that day falls in the next calendar month, in which case, the date is brought forward to the first preceding Business Day.	22nd day of each calendar month commencing on 22 April 2013 or, if such day is not a Business Day, the next Business Day, unless that day falls in the next calendar month, in which case, the date is brought forward to the first preceding Business Day.	22nd day of February and August in each year commencing on 22 August 2013 or, if such day is not a Business Day, the next Business Day unless that day falls in the next calendar month, in which case, the date is brought forward to the first preceding Business Day (“ Fixed Interest Payment Date ”). No amounts of principal are due on the Class A3 Notes prior to the Class A3 Refinancing Date (on 22 February 2018).	22nd day of each calendar month commencing on 22 April 2013 or, if such day is not a Business Day, the next Business Day, unless that day falls in the next calendar month, in which case, the date is brought forward to the first preceding Business Day.	22nd day of each calendar month commencing on 22 April 2013 or, if such day is not a Business Day, the next Business Day unless that day falls in the next calendar month, in which case, the date is brought forward to the first preceding Business Day.
Interest payable	On each Distribution Date as specified above	On each Distribution Date specified above	On each Fixed Interest Payment Date specified above	On each Distribution Date specified above	On each Distribution Date specified above
Clearance/Settlement	Austraclear/ Euroclear/ Clearstream	Austraclear/ Euroclear/ Clearstream	Austraclear/ Euroclear/ Clearstream	Austraclear/ Euroclear/ Clearstream	Austraclear/ Euroclear/ Clearstream
ISIN	AU3FN0018024	AU3FN0018032	AU3CB0205789	AU3FN0018040	AU3FN0018057
Cut-Off Date	Commencement of business on 5 March 2013				
Closing Date	11 March 2013				
Final Maturity Date	The Distribution Date occurring in August 2045				

As at 22 January 2018:

- the aggregate Invested Amount of the Class A1 Notes is \$82,221,968.40;
- the aggregate Invested Amount of the Class A2 Notes is \$281,034,393.32;
- the aggregate Invested Amount of the Class A3 Notes is \$250,000,000.00;
- the aggregate Invested Amount of the Class B Notes is \$69,039,612.90;
- the aggregate Invested Amount of the Class C Notes is \$50,600,000.00; and
- there are no Redraw Notes on issue.

As outlined above, and discussed in further detail in Section 8.19 (“*Class A3-R Notes and the Class A3 Refinancing Date*”) of the Base Information Memorandum, it is expected that the Class A3 Notes will be redeemed immediately following the issue of Class A3-R Notes on the Class A3 Refinancing Date. All other Classes of Notes on issue are expected to remain outstanding as at that date.

The descriptions of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes, the Class B Notes and the Class C Notes (including certain terms of the Transaction Documents as they apply to those Classes of Notes) are included in this Supplemental Information Memorandum solely for information purposes and to assist prospective investors in the Class A3-R Notes to understand the structure of the transaction and the current liabilities of the Series Trust. The Base Information Memorandum contains more detailed information about the Class A1 Notes, the Class A2 Notes, the Class A3 Notes, the Class B Notes and the Class C Notes.

2.3 Structural Overview

The Series Trust is a securitisation trust established under the Medallion Trust Programme. The Series Trust was established on 22 February 2013 pursuant to the Master Trust Deed. The Series Trust is a unit trust and all units are currently held by the Commonwealth Bank of Australia. The Series Trust is a separate transaction to each other securitisation under the Medallion Trust Programme. The Assets of the Series Trust will not be available to pay the obligations of any other trust, and the assets of other trusts will not be available to pay the obligations of the Series Trust.

The Series Trust involves the securitisation of Mortgage Loans originated by Commonwealth Bank of Australia secured by mortgages on residential property located in Australia. On 11 March 2013, Commonwealth Bank of Australia equitably assigned the Mortgage Loans to the Series Trust, which issued Class A1 Notes, Class A2 Notes, Class A3 Notes, Class B Notes and Class C Notes to fund the acquisition of those Mortgage Loans.

The Trustee has granted the Charge under the Security Trust Deed in favour of P.T. Limited, as Security Trustee, to secure the Series Trust's payment obligations under the Transaction Documents on the Notes and to its other Secured Creditors. The Charge is a circulating security interest over Assets of the Series Trust which are personal property under the Personal Property Securities Act 2009 (Cth) and a floating charge over any other Assets of the Series Trust. The Charge will be enforceable if an Event of Default occurs under the Security Trust Deed. For a description of the Charge and the circumstances in which it may be enforced, see Section 10.6 ("*The Security Trust Deed*") of the Base Information Memorandum.

Payments of interest and principal on the Notes will come only from the Mortgage Loans and other Assets of the Series Trust. The assets of the parties to the transaction are not available to meet the payments of interest and principal on the Notes. If there are losses on the Mortgage Loans, the Series Trust may not have sufficient Assets to repay the Notes.

For an overview of the Medallion Trusts Programme and the Series Trust, see Section 5 ("*Description of the Series Trust*") of the Base Information Memorandum.

2.4 Credit Enhancements

Credit enhancement is intended to enhance the likelihood of full payment of principal and interest due on the Notes and to decrease the likelihood that Noteholders will experience losses. The credit enhancement for the Notes will not provide protection against all risks of loss and will not guarantee repayment of the entire principal balance and accrued interest. If losses occur which exceed the amount covered by any credit enhancement or which are not covered by any credit enhancement, Noteholders will bear their allocated share of losses.

Payments of interest and principal on the Notes will be supported by the following forms of credit enhancement:

(a) **Subordination of interest payments**

Prior to enforcement of the Charge:

- (i) the Class B Notes and the Class C Notes will always be subordinated to the Class A Notes and the Redraw Notes; and

- (ii) the Class C Notes will always be subordinated to the Class B Notes, the Class A Notes and the Redraw Notes,

in their respective rights to receive interest payments.

(b) **Subordination of principal repayments**

Prior to enforcement of the Charge:

- (i) the Class B Notes and the Class C Notes will be subordinated to the Class A Notes and the Redraw Notes; and
- (ii) the Class C Notes will be subordinated to the Class B Notes, the Class A Notes and the Redraw Notes; and
- (iii) the Class A Notes will be subordinated to the Redraw Notes,

in their right to receive principal payments on a Distribution Date unless the Stepdown Conditions are satisfied on the immediately preceding Determination Date, in which event the Class B Notes will be entitled to receive principal payments rateably with the Class A Notes (but below the Redraw Notes) to the extent described in Section 8.13 (“*Payment of the Available Principal Amount on a Distribution Date*”) of the Base Information Memorandum. On each Distribution Date, available principal (following prior ranking payments) will be apportioned as between the Class A Noteholders in the manner described in Section 8.14 (“*Class A Principal Allocation*”) of the Base Information Memorandum.

(c) **Subordination of payments following enforcement of the Charge**

Following enforcement of the Charge:

- (i) the Class B Notes and the Class C Notes will be fully subordinated to the Class A Notes and the Redraw Notes in their right to receive interest payments and principal repayments; and
- (ii) the Class C Notes will be fully subordinated to the Class B Notes, the Class A Notes and the Redraw Notes in their right to receive interest payments and principal repayments.

The Class A Notes and the Redraw Notes rank *pari passu* and rateably following enforcement of the Charge.

See Section 10.6(j) (“*Priorities under the Security Trust Deed*”) of the Base Information Memorandum.

(d) **Allocation of losses**

The Class B Notes and the Class C Notes will bear all losses on the Mortgage Loans before the Class A Notes and the Redraw Notes.

Any losses allocated to the Class A Notes will be allocated rateably with the Redraw Notes and *pari passu* and rateably as between the Class A Notes, as described in Section 8.22(a) (“*Principal Chargeoffs*”) of the Base Information Memorandum.

The Class C Notes will bear all losses on the Mortgage Loans before the Class B Notes, the Class A Notes and the Redraw Notes.

The support provided by the relevant subordinated Classes of Notes is intended to enhance the likelihood that the Class A Notes and the Class B Notes (as applicable) will receive expected payments of interest and expected repayments of principal. The following chart describes the support provided by the relevant Classes of Notes:

<u>Class</u>	<u>Credit Support (“Credit Support Notes”)</u>	<u>Support Percentage</u>
Class A Notes	Class B Notes and Class C Notes	16.3%
Class B Notes	Class C Notes	6.9%

The support percentage in the above table is the aggregate Invested Amount of the relevant Credit Support Notes, as a percentage of the aggregate Invested Amount of all Notes as at 22 January 2018 (after giving effect to any principal payments to be made in respect of the Notes on that day).

The Trustee may issue Redraw Notes in the circumstances described in Section 8.21 (“*Redraws and Further Advances*”) of the Base Information Memorandum. If issued, Redraw Notes will, as indicated in the preceding paragraphs, prior to enforcement of the Charge, rank equally with the Class A Notes in their right to receive interest payments and will rank in priority to the Class A Notes in their right to receive principal payments. Any losses on the Mortgage Loans will be allocated to the Redraw Notes pari passu and rateably with the Class A Notes (and after allocation to the Class C Notes and the Class B Notes) as described in Section 8.22(a) (“*Principal Chargeoffs*”) of the Base Information Memorandum. Following enforcement of the Charge, the Redraw Notes will rank equally with the Class A Notes in their right to receive both interest and principal payments as described in Section 10.6(j) (“*Priorities under the Security Trust Deed*”) of the Base Information Memorandum).

(e) **Mortgage Insurance Policies**

A High LTV master mortgage insurance policy issued by Genworth Financial Mortgage Insurance Pty Limited provides full coverage for all principal due on certain of the Mortgage Loans which are generally those which had a loan to value ratio greater than 80% at the time of origination.

Some Mortgage Loans which had a loan to value ratio greater than 80% at the time of origination may not be covered by any mortgage insurance policy, but the Seller may charge the borrower a low deposit premium. Mortgage Loans with a loan to value ratio less than or equal to 80% at the time of origination may not be covered by an individual or pool mortgage insurance policy, and are not covered by a High LTV master mortgage insurance policy issued by Genworth Financial Mortgage Insurance Pty Limited.

(f) **Excess Available Income**

Any interest collections on the Mortgage Loans and Other Income Amounts of the Series Trust remaining after payments of interest on the Notes (other than the Class C Notes) and the Series Trust's expenses and the reimbursement of any unreimbursed Principal Draws will be available to cover any losses on the Mortgage Loans that are not covered by a mortgage insurance policy.

2.5 **Liquidity Enhancement**

Payments of interest on the Notes will be supported by the following forms of liquidity enhancements.

(a) **Principal Draws**

To cover possible liquidity shortfalls in the payments of interest on the Notes (other than the Class C Notes) and the other senior expenses of the Series Trust, the Manager will direct the Trustee to allocate available Principal Collections on the Mortgage Loans and other principal receipts of the Series Trust towards meeting the shortfall as described in Section 8.6 ("*Principal Draw*") and Section 10.7 ("*Principal Draws*") of the Base Information Memorandum.

(b) **Liquidity Facility**

To cover possible liquidity shortfalls in the payments of interest on the Notes (other than the Class C Notes) and other senior expenses of the Series Trust, where Principal Draws have been exhausted, the Trustee will, in certain circumstances, be able to borrow funds under a Liquidity Facility to be provided by Commonwealth Bank of Australia as described in Section 8.7 ("*Liquidity Facility Advance*") and Section 10.8 ("*The Liquidity Facility*") of the Base Information Memorandum.

2.6 **Redraws and Further Advances**

Under the terms of each variable rate Mortgage Loan, a borrower may, subject to certain conditions, redraw previously prepaid principal. A borrower may redraw an amount equal to the difference between the scheduled principal balance, being its principal balance if no amount had been prepaid, of his or her loan and the current principal balance of the loan. Commonwealth Bank of Australia may also agree to make further advances to a borrower in excess of the scheduled principal balance of his or her loan. The Trustee will reimburse Commonwealth Bank of Australia for redraws, and for any further advances which exceed the scheduled principal balance of a Mortgage Loan by no more than one scheduled monthly instalment on the Mortgage Loan, that it advances to borrowers by applying available collections. For so long as Commonwealth Bank of Australia is also the Servicer, Commonwealth Bank of Australia may also apply available collections then held by it in reimbursement of redraws, and any further advances for which it is permitted to be reimbursed by the Trustee (as described above), that it has funded before depositing collections into the Collections Account of the Trust. In each case, collections may only be used to fund redraws and any further advances described above if the Manager confirms to the Trustee that it is satisfied on a reasonable basis that the Principal Collections which will be available on the immediately following Distribution Date will exceed the aggregate of the amount of that reimbursement and any other reimbursement of

redraws or further advances described above made in this manner during that same Collection Period. To the extent that any such redraws and further advances remain unreimbursed as at the next Distribution Date following the Collection Period in which the redraw or further advance is made, the Seller will be entitled to be reimbursed from Principal Collections in order specified in Section 8.12 (“*Payment of the Available Principal Amount on a Distribution Date*”) of the Base Information Memorandum.

A consequence of the use of collections to fund redraws and further advances as described above will be to reduce the Principal Collections available to pay principal on the Notes on the next Distribution Date. However, the Trust will have a corresponding greater amount of Assets with which to make future payments.

Where Commonwealth Bank of Australia makes further advances which exceed the scheduled principal balance of a Mortgage Loan by more than one scheduled monthly instalment, then Commonwealth Bank of Australia may repurchase the loan from the pool. See Sections 7 (“*Commonwealth Bank of Australia Residential Loan Program*”), 8.21 (“*Redraws and Further Advances*”) and 10.11 (“*Loans insured by Genworth Financial Mortgage Insurance Pty Limited*”) of the Base Information Memorandum.

If the Commonwealth Bank of Australia or the Trustee (as applicable) is not able to use collections to reimburse Commonwealth Bank of Australia for redraws, and for any further advances which exceed the scheduled principal balance of a Mortgage Loan by no more than one scheduled monthly instalment on the Mortgage Loan, as described above, the Manager may direct the Trustee to issue Redraw Notes to fund that reimbursement in the circumstances described in Section 8.21 (“*Redraws and Further Advances*”) of the Base Information Memorandum. If issued, Redraw Notes will rank *pari passu* and rateably with the Class A3-R Notes for payment of interest and ahead of Class A3-R Notes for repayment of interest, as described in Sections 8.10 (“*Payment of the Available Income Amount on a Distribution Date*”) and 8.13 (“*Payment of the Available Principal Amount on a Distribution Date*”) of the Base Information Memorandum.

2.7 Other Structural Enhancements

(a) Extraordinary Expense Reserve

The Extraordinary Expense Reserve is a sub-ledger of the Collections Account which was established on the Closing Date and funded by the Seller lending to the Trustee an amount equal to the Extraordinary Expense Reserve Required Amount.

The function of the Extraordinary Expense Reserve is to fund any out of pocket Expenses properly and reasonably incurred by the Trustee in relation to the Series Trust in respect of a Collection Period but which are not incurred in the ordinary course of business of the Series Trust (“**Extraordinary Expenses**”).

If, on any Determination Date, the Manager determines that there are any Extraordinary Expenses in respect of the immediately preceding Collection Period, then the Manager must direct the Trustee to apply (and on such direction the Trustee must apply) an amount equal to the lesser of:

- (i) the amount of such Extraordinary Expenses on that day; and

(ii) the balance of the Extraordinary Expense Reserve on that day,

from the Extraordinary Expense Reserve on the following Distribution Date, towards payment or reimbursement of those Extraordinary Expenses (“**Extraordinary Expense Reserve Draw**”).

For further details on the Extraordinary Expense Reserve, see Section 8.7 (“*Extraordinary Expense Reserve*”) of this Supplemental Information Memorandum.

(b) **GIC Account and Income Reserve**

The Trustee has also established a GIC Account as described in Section 10.10 (“*GIC Agreement*”) of the Base Information Memorandum and an Income Reserve as described in Section 8.8 (“*Income Reserve*”) of the Base Information Memorandum.

On the Class A3 Refinancing Date, the balance of the GIC Account (if any) will, together with the issue proceeds of any Class A3-R Notes issued on that date, be applied towards redeeming the Class A3 Notes (with any remaining GIC Account funds to be included in the amount of principal available for distribution by the Trustee on the Distribution Date immediately following the Class A3 Refinancing Date).

On the Class A3 Refinancing Date, any amounts standing to the balance of the Income Reserve after any other required drawing by the Trustee has been made on that day will be released from the Income Reserve and repaid to the Seller.

Accordingly, once the Class A3-R Notes have been issued and the balance of the GIC Account and the Income Reserve has been withdrawn and applied as described above, no further amounts will be deposited into the GIC Account or the Income Reserve and therefore these structural enhancements will cease to be available.

2.8 Hedging Arrangements

The Trustee has entered into swaps to hedge the following risks:

- (a) the basis risk between the interest rate on the Mortgage Loans which accrue interest at a discretionary variable rate of interest and the floating rate obligations of the Series Trust under the Notes (other than the Class A3 Notes);
- (b) the basis risk between the interest rate on the Mortgage Loans which accrue interest at a fixed rate of interest and the floating rate obligations of the Series Trust under the Notes (other than the Class A3 Notes); and
- (c) the interest rate risk between the interest rate on the Mortgage Loans which accrue interest at a discretionary variable rate of interest or a fixed rate of interest and the fixed rate obligations of the Trustee under the Class A3 Notes.

However, the swap transaction described in paragraph (c) above will terminate on the Class A3 Refinancing Date.

For further details on the hedging arrangements in relation to the Series Trust, see Section 10.12 (“*The Interest Rate Swaps*”) of the Base Information Memorandum.

2.9 Optional Redemption

The Trustee will, if the Manager directs it to do so, at the Manager’s option, redeem all (but not some) of the Notes on any Distribution Date occurring on or after the Call Date as described in Section 7.8 (“*Repayment of principal on the Class A3-R Notes*”) of this Supplemental Information Memorandum.

2.10 The Mortgage Loan Pool

The Mortgage Loan pool consists of fixed rate and variable rate residential Mortgage Loans secured by mortgages on owner occupied and non-owner occupied residential properties.

The following is a summary of the characteristics of the Mortgage Loan pool as of the close of business on 30 November 2017:

Number of Mortgage Loans	4,781
Mortgage Loan Pool Size	A\$748,017,192
Average Mortgage Loan Balance	A\$156,456
Maximum Mortgage Loan Balance	A\$959,994
Minimum Mortgage Loan Balance	A\$0
Total Valuation of the Properties	A\$2,265,132,541
Maximum Remaining Term to Maturity in Months	332
Maximum Current Loan-to-Value Ratio	117.69%
Weighted Average Seasoning in Months	102
Weighted Average Remaining Term to Maturity in Months	243
Weighted Average Original Loan-to-Value Ratio	66.95%
Weighted Average Current Loan-to-Value Ratio	46.82%
Weight Average Interest Rate	4.62%

Subsequent to the Closing Date, certain existing Mortgage Loans were split into multiple Mortgage Loans in order to accommodate Borrower requests, including in relation to fixing interest rates.

For the purposes of calculating the summary of the characteristics of the Mortgage Loan pool above:

- statistics in relation to “*Number of Mortgage Loans (consolidated)*” and the “*Weighted Average Current Loan-to-Value Ratio (consolidated)*” are calculated as if all Mortgage Loans from a single Borrower constitute one single consolidated loan secured by all properties securing those Mortgage Loans, with the security valuations for the relevant properties securing the original Mortgage Loan and the split Mortgage Loan being allocated to the original Mortgage Loan; and

- for all other purposes, each Mortgage Loan is treated as an individual loan with:
 - any Mortgage Loan split into multiple Mortgage Loans as separate loans;
 - the new Mortgage Loan is taken to be originated as at the date the original Mortgage Loan was split; and
 - the original Mortgage Loan is taken to have been repaid by the amount of the balance of the newly created Mortgage Loan.

For further details see Appendix A (“*Mortgage Loan Information*”) of this Supplemental Information Memorandum.

2.11 Payments on the Class A3-R Notes

(a) Interest

Interest on the Class A3-R Notes is calculated in the manner described in Section 7.7(b) (“*Calculation of interest on the Class A3-R Notes*”) of this Supplemental Information Memorandum.

Interest on the Class A3-R Notes is payable monthly in arrears on each Distribution Date.

On each Distribution Date, the Available Income Amount (see the diagram in Section 2.12 (“*Allocation of Cash Flows*”) of this Supplemental Information Memorandum) will be allocated to pay interest on the Notes (including the Class A3-R Notes) in the order of priority set out in Section 8.10 (“*Payment of Available Income Amount on a Distribution Date*”) of the Base Information Memorandum and summarised in the diagrams in Section 2.12 (“*Allocation of Cash Flows*”) of this Supplemental Information Memorandum.

(b) Principal

On each Distribution Date, the Available Principal Amount (see the diagram in Section 2.12 (“*Allocation of Cash Flows*”) of this Supplemental Information Memorandum) will be allocated to repay principal on the Class A3-R Notes and certain other amounts in the order of priority set out in Section 8.13 (“*Payment of Available Principal Amount on a Distribution Date*”) of the Base Information Memorandum and summarised in the diagrams in Section 2.12 (“*Allocation of Cash Flows*”) of this Supplemental Information Memorandum.

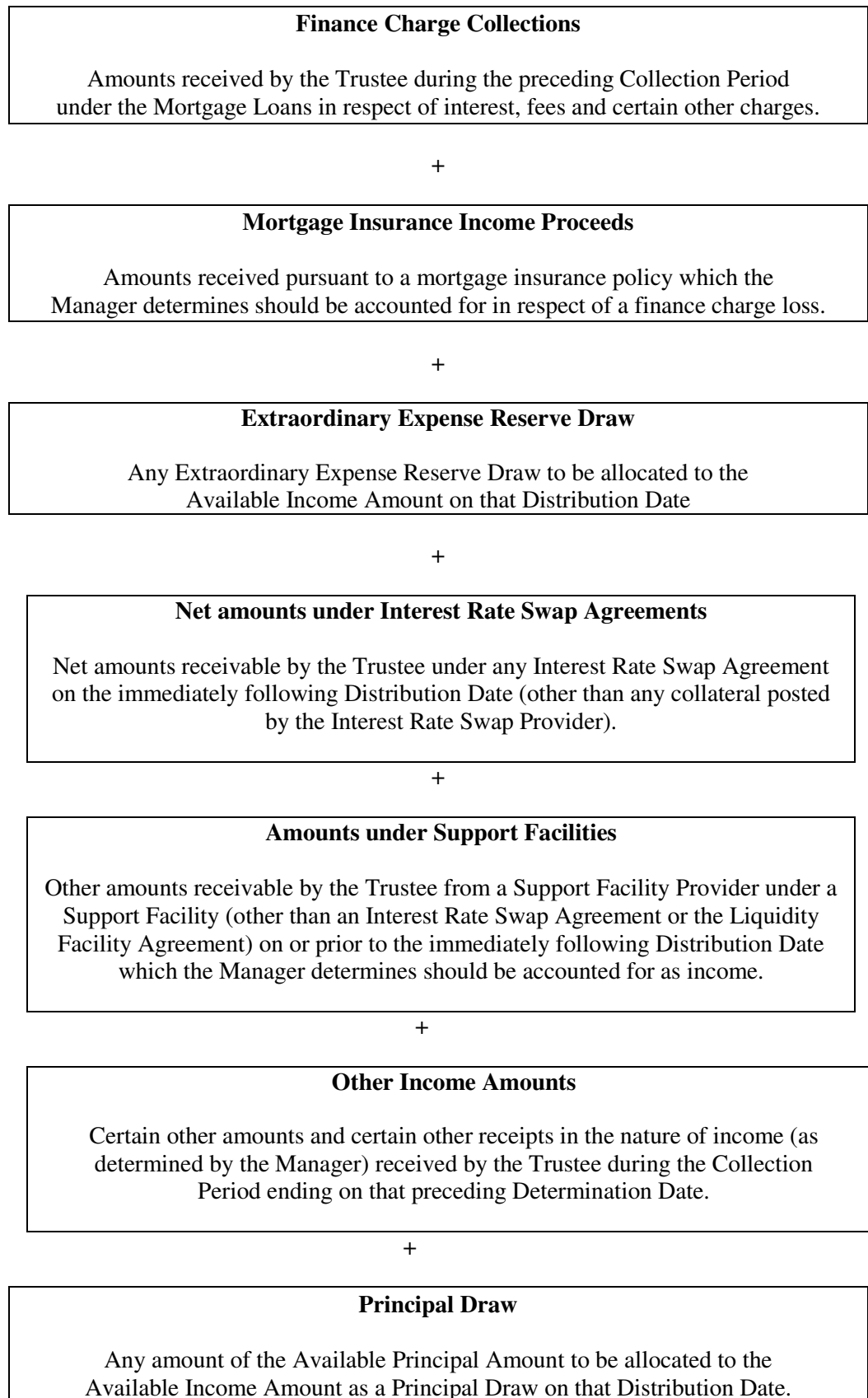
The Trustee must repay the Invested Amount of the Class A3-R Notes on the Final Maturity Date if not repaid earlier.

2.12 Allocation of Cash Flows

On each Distribution Date the Trustee will allocate interest and principal to each Noteholder (including the Class A3-R Noteholders) to the extent of the Available Income Amount and Available Principal Amount on that Distribution Date available to be applied for these purposes. The charts on the succeeding pages summarise the flow of payments. For more detail, see Section 8 (“*Description of the Notes*”) of the Base Information Memorandum.

Determination of Available Income Amount in relation to each Distribution Date

The following diagram assumes that the relevant Distribution Date occurs after the Class A3 Refinancing Date.



+

Liquidity Facility Advance

Any advance to be made under the Liquidity Facility on that Distribution Date.

=

Available Income Amount

Payment of Available Income Amount on a Distribution Date

The following diagram assumes that the relevant Distribution Date occurs after the Class A3 Refinancing Date.

At the Manager's discretion, pay \$1 to the Income Unitholder to be dealt with, and held by, the Income Unitholder absolutely.



On the first Distribution Date, pay the Accrued Interest Adjustment to Commonwealth Bank of Australia.



Pay or make provision for taxes of the Trust, if any.



Pay to the Trustee its monthly fee.



Pay to the Security Trustee its monthly fee.



Pay to the Manager its monthly management fee.



Pay to the Servicer its monthly fee.



Pay to the Liquidity Facility Provider the Liquidity Facility Commitment Fee due on that Distribution Date.



Pari passu and rateably:

- pay any net amounts due to the Interest Rate Swap Provider under the Interest Rate Swap Agreement on that Distribution Date other than any Subordinated Termination Payment; and
- pay the Liquidity Facility Interest (if any) due on that Determination Date plus any Liquidity Facility Interest remaining unpaid from prior Distribution Dates.



Pay all expenses due in the relevant Accrual Period other than those referred to elsewhere in this diagram.



Pay any outstanding Liquidity Facility Advance made on or prior to the previous Distribution Date to the Liquidity Facility Provider.



Pay pari passu and rateably:

- to the Class A1 Noteholders, the interest due on the Class A1 Notes for that Distribution Date together with any unpaid interest in relation to the Class A1 Notes for previous Distribution Dates;
- to the Class A2 Noteholders, the interest due on the Class A2 Notes for that Distribution Date together with any unpaid interest in relation to the Class A2 Notes for previous Distribution Dates;
- to the Class A3-R Noteholders, the interest due on the Class A3-R Notes for that Distribution Date together with any unpaid interest in relation to the Class A3-R Notes for previous Distribution Dates; and
- to the Redraw Noteholders, the interest due on the Redraw Notes for that Distribution Date together with any unpaid interest in relation to the Redraw Notes for previous Distribution Dates.



Pay to the Class B Noteholders the interest due on the Class B Notes for that Distribution Date together with any unpaid interest in relation to the Class B Notes for previous Distribution Dates.



Allocate the amount of any unreimbursed Principal Draws to the Available Principal Amount for payment on that Distribution Date.



Allocate the amount of any unreimbursed Principal Chargeoffs to the Available Principal Amount for payment.



Allocate an amount to the Extraordinary Expense Reserve until the balance of the Extraordinary Expense Reserve is equal to the Extraordinary Expense Reserve Required Amount.



Pay to the Liquidity Facility Provider any other amounts owing under the Liquidity Facility Agreement.



Pay pari passu and rateably any Subordinated Termination Payments payable to the Interest Rate Swap Provider in accordance with the Interest Rate Swap Agreement.



Pay to the Class C Noteholders the interest due on the Class C Notes for that Distribution Date together with any unpaid interest in relation to the Class C Notes for previous Distribution Dates (unless the Trustee, at the direction of the Manager, is to redeem the Class C Notes on that Distribution Date without paying accrued interest on those Class C Notes).



Pay to the Manager its arranging fee and any unpaid arranging fee from prior Distribution Dates.



Pay any remaining amounts to the Income Unitholder.

Determination of Available Principal Amount in relation to each Distribution Date

Principal Collections

Amounts received by the Trustee during the preceding Collection Period under the Mortgage Loans in respect of principal other than as described below.

+

Other Principal Amounts

Includes prepayments of principal on the Mortgage Loans received by the Trustee during the preceding Collection Period, amounts received pursuant to a Mortgage Insurance Policy which the Manager determines should be accounted for on the preceding Determination Date in respect of a principal loss, certain other amounts received by the Trustee during the preceding Collection Period, certain other receipts in the nature of principal, as determined by the Manager, received by the preceding Determination Date, for the first Determination Date after the Class A3 Refinancing Date, the amount of any surplus funds in the GIC Account after redemption of the Class A3 Notes.

+

Principal Chargeoff Reimbursement

The amount allocated from the Available Income Amount on that Distribution Date towards unreimbursed Principal Chargeoffs.

+

Redraw Note Amount

The proceeds of issue of any Redraw Notes on that Determination Date or during the Collection Period ending on that Determination Date but excluding the immediately preceding Determination Date, less the amount of those proceeds applied by the Trustee during the Collection Period to reimburse Commonwealth Bank of Australia for outstanding redraws and further advances (other than further advances which cause the related Mortgage Loan to be removed from the Series Trust).

+

Principal Draw Reimbursement

The amount allocated from the Available Income Amount on that Distribution Date towards unreimbursed Principal Draws.

=

Available Principal Amount

Payment of Available Principal Amount on a Distribution Date

The following diagram assumes that the relevant Distribution Date occurs after the Class A3 Refinancing Date.

Redraws and Further Advances

Repay to the Seller any redraws and further advances under the Mortgage Loans, other than further advances which cause the related Mortgage Loan to be removed from the Series Trust, made by the Seller during or prior to the preceding Collection Period just ended and which have not been previously repaid.



Principal Draws

Allocate an amount to be applied as a Principal Draw for the immediately preceding Determination Date to the Available Income Amount to meet any Gross Income Shortfall.



Redraw Notes

Repay pari passu and rateably to the Redraw Noteholders principal on the Redraw Notes in order of their issue until the Invested Amount of the Redraw Notes is reduced to zero.



Class A Noteholders

- Apply the remaining Available Principal Amount equal to the Class A Principal Allocation as follows: the Class A1 and A3 Proportion is to be applied:
 - first, pari passu and rateably to the Class A1 Noteholders in or towards repayment of principal on the Class A1 Notes until the Invested Amount of the Class A1 Notes is reduced to zero; and
 - second, to the Class A3-R Noteholders in or towards repayment of principal in respect of the Class A3-R Notes, pari passu and rateably amongst the Class A3-R Notes until the Invested Amount of the Class A3-R Notes is reduced to zero; and
- the Class A2 Proportion is to be applied pari passu and rateably to the Class A2 Noteholders in or towards repayment of principal in respect of the Class A2 Notes, until the Invested Amount of the Class A2 Notes is reduced to zero.

However, if the Stepdown Conditions are satisfied, principal on the Class A Notes will be paid rateably with the Class B Notes to the extent described in Section 8.13 (“*Payment of the Available Principal Amount on a Distribution Date*”) of the Base Information Memorandum.



Class B Noteholders

Repay pari passu and rateably to the Class B Noteholders principal on the Class B Notes until the Invested Amount of the Class B Notes is reduced to zero.

However, if the Stepdown Conditions are satisfied, principal on the Class B Notes will be paid rateably with the Class A Notes to the extent described in Section 8.13 (“*Payment of the Available Principal Amount on a Distribution Date*”) of the Base Information Memorandum.



Class C Noteholders

Repay pari passu and rateably to the Class C Noteholders principal on the Class C Notes until the Invested Amount of the Class C Notes is reduced to zero.



Capital Unitholder

Pay any remaining amounts to the Capital Unitholder.

2.13 Miscellaneous

(a) Transfer of Class A3-R Notes

A Class A3-R Note can only be transferred if:

- (i) the relevant offer for sale or invitation to purchase:
 - A. does not require disclosure to investors under Part 6D.2 of the Corporations Act;
 - B. is not made to a Retail Client; and
 - C. complies with all applicable laws in all jurisdictions in which the offer or invitation is made; and
- (ii) the relevant offer or invitation is in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act.

Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act (see Section 13 (“*Selling Restrictions*”) of this Supplemental Information Memorandum for more details).

In addition, for so long as the Class A3-R Notes are lodged in Australia (which it is intended that they will be after issue), any transfer of a Class A3-R Note must be in accordance with the Austraclear Regulations.

For further details, see Section 7.3 (“*Transfer of Class A3-R Notes*”) of this Supplemental Information Memorandum.

(b) **Stamp Duty**

The Manager has received advice that neither the issue, the transfer, nor the redemption of the Class A3-R Notes will currently attract stamp duty in any jurisdiction of Australia. For further details, see Section 11 (“*Taxation considerations*”) of this Supplemental Information Memorandum.

(c) **Withholding Tax and Tax File Numbers**

Payments of principal and interest on the Class A3-R Notes will be reduced by any applicable withholding taxes. The Trustee is not obligated to pay any additional amounts to Noteholders to cover any withholding taxes (including, without limitation, FATCA Withholding).

Under present law, interest and other amounts paid on the debentures will not be subject to Australian interest withholding tax if they are issued in accordance with certain prescribed conditions set out in section 128F of the Australian Tax Act and they are not acquired directly or indirectly by any Offshore Associate of the Trustee or Commonwealth Bank of Australia.

The Class A3-R Notes are intended to be offered in accordance with section 128F of the Australian Tax Act. Offshore Associates of the Trustee or Commonwealth Bank of Australia should not acquire any Class A3-R Notes.

Under current tax law, tax will be deducted on payments to a holder of a Class A3-R Note who is an Australian resident or a nonresident who holds the Class A3-R Notes in connection with a business carried on at or through a permanent establishment in Australia, who does not provide the Trustee with a tax file number or Australian Business Number (where applicable) or proof of an exemption from the requirement to provide such details.

Noteholders and prospective Noteholders of Class A3-R Notes should obtain advice from their own tax advisers in relation to the tax implications of an investment in the Class A3-R Notes.

For further details see Section 11 (“*Taxation considerations*”) of this Supplemental Information Memorandum.

3 Some risk factors

The purchase, and subsequent holding, of the Class A3-R Notes is not free of risk. Prospective investors should carefully read and consider the risk factors set out in Section 3 (“*Some risk factors*”) of the Base Information Memorandum (as if each reference to “Notes” and “Class A Notes” includes the Class A3-R Notes offered pursuant to this Supplemental Information Memorandum), as supplemented by the following paragraphs, prior to deciding whether to purchase any Class A3-R Notes.

The Manager believes that the risks described below and in Section 3 (“*Some risk factors*”) of the Base Information Memorandum are some of the principal risks inherent in the transaction for Noteholders and that the discussion in relation to the Class A3-R Notes indicates some of the possible implications for Noteholders. However, the inability of the Trustee to pay interest or principal on the Class A3-R Notes may occur for other unforeseen reasons and the Manager does not in any way represent that the description of the risks outlined in these sections is exhaustive. It is only a summary of some particular risks. Further, although the Manager believes that the various structural protections available to Noteholders lessen certain of these risks, there can be no assurance that these measures will be sufficient to ensure the payment of interest or principal on the Class A3-R Notes on a timely or full basis. Prospective investors should also read the detailed information set out elsewhere in this Supplemental Information Memorandum and make their own independent investigation and seek their own independent advice as to the potential risks involved in purchasing and holding the Class A3-R Notes.

3.1 Risks of Equitable Assignment

This Section 3.1 updates and is to be read in substitution for Section 3.7 (“*Risks of Equitable Assignment*”) of the Base Information Memorandum.

The Mortgage Loans were assigned by Commonwealth Bank of Australia as Seller to the Trustee in equity. If the Trustee declares that a Perfection of Title Event has occurred the Trustee and the Manager must, amongst other things, take all such steps as are necessary to perfect the Trustee’s legal title in the mortgages relating to the Mortgage Loans (see Section 6.5 (“*Representations, Warranties and Eligibility Criteria*”) of the Base Information Memorandum for further details on Perfection of Title Events). Until such time, the Trustee is not to take any such steps to perfect legal title and, in particular, it will not notify the borrowers or any security providers of the assignment of the Mortgage Loans. As at the Preparation Date, the Trustee has not taken any steps to perfect legal title to the Mortgage Loans and, without limitation, has not notified any guarantors or security providers of the assignment of the Mortgage Loans.

The initial equitable assignment of the Mortgage Loans and associated delay in the notification to a borrower or any guarantor or security provider of the assignment of the Mortgage Loans to the Trustee may have the following consequences:

- (a) until a borrower, guarantor or security provider has notice of the assignment, such person is not bound to make payment to anyone other than the Seller and the borrower, guarantor or security provider can obtain a valid discharge from the Seller. As the Trustee will not have the right to give notice of assignment to the borrower, guarantor or security provider until a Perfection of Title Event has occurred, there is, therefore, a risk that a borrower, guarantor or security provider may make payments to the Seller after the Seller has become insolvent, but before the borrower, guarantor or security provider receives notice of assignment of the relevant Mortgage Loan. These payments may not be able to be recovered by the Trustee. In addition, section 80(7) of the Personal Property Securities Act 2009 (Cth) (“**PPSA**”) provides that an obligor will be entitled to make payments and obtain a good discharge from the Seller rather than

directly to, and from, the Trustee until such time as the obligor receives a notice of the assignment that complies with the requirements of section 80(7)(a) of the PPSA, including, without limitation, a statement that payment is to be made to the Trustee, unless the obligor requests the Trustee to provide proof of the assignment and the Trustee fails to provide that proof within 5 Business Days of the request, in which case the obligor may continue to make payments to the Seller. Accordingly, a borrower, guarantor or security provider may nevertheless make payments to the Seller and obtain a good discharge from the Seller notwithstanding the legal assignment of a Mortgage Loan to the Trustee, if the Trustee fails to comply with these requirements. One mitigating factor is that the Seller is appointed as the initial Servicer of the Mortgage Loans and is obliged to deal with all moneys received from borrowers, guarantors or security providers in accordance with the Series Supplement and to service those Mortgage Loans in accordance with the servicing standards, however this may be of limited benefit if the Seller is insolvent;

- (b) rights of set-off or counterclaim may accrue in favour of the borrower, guarantor or security provider against its obligations under the Mortgage Loans which may result in the Trustee receiving less money than expected from the Mortgage Loans (see Section 3.8 (“*Set-Off*”) of the Base Information Memorandum). However, under the Mortgage Loan documents, borrowers, guarantors and security providers agree to waive rights of set-off or counterclaim that they may have against Commonwealth Bank of Australia;
- (c) for so long as the Trustee holds only an equitable interest in the Mortgage Loans, the Trustee’s interest in the Mortgage Loans may become subject to the interests of third parties created after the creation of the Trustee’s equitable interest but prior to it acquiring a legal interest. To reduce this risk, the Servicer has undertaken not to consent to the creation or existence of any security interest over the mortgages securing the Mortgage Loans;
- (d) for so long as the Trustee holds only an equitable interest in the Mortgage Loans, Commonwealth Bank of Australia may need to be joined as a party to any legal proceedings against any borrower, guarantor or security provider in relation to the enforcement of any Mortgage Loan. In this regard, the Servicer undertakes to service (including enforce) the Mortgage Loans in accordance with the servicing standards;
- (e) the agreement from which a Mortgage Loan derives may be modified or substituted by the Seller and the relevant borrower, guarantor or security provider without the involvement of the Trustee both before and after the notice of the transfer to the relevant borrower, guarantor or security provider, subject to certain conditions including that the modification or substitution does not have a material adverse effect on the transferee’s rights under the contract or the transferor’s ability to perform the contract; and
- (f) to effect a legal assignment of Mortgage Loans will require:
 - (i) the execution of a further instrument in writing by the Seller in accordance with section 12 of the Conveyancing Act 1919 (NSW) or the applicable equivalent provision in each other Australian jurisdiction;
 - (ii) in relation to each Mortgage Loan which is a mortgage, the execution and registration of instruments of transfer under the applicable real property legislation in the Australian jurisdictions; and
 - (iii) depending on the situs of the Mortgage Loan, the payment of stamp duty on the transfer of the Mortgage Loan.

3.2 Consumer credit legislation

This Section 3.2 updates and is to be read in substitution for Section 3.12 (“*Consumer credit legislation*”) of the Base Information Memorandum.

Some of the Mortgage Loans and related mortgages and guarantees are regulated by the Consumer Credit Legislation. The “**Consumer Credit Legislation**” includes the National Consumer Credit Protection Act 2009 (Cth) (“**NCCP Act**”) (which incorporates the National Credit Code) and the unfair terms regime in Division 2 of Part 2 of the Australian Securities and Investments Commission Act 2001, each of which is described in further detail below.

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, to be appropriately authorised or licensed to do so. This requires those persons to either hold an Australian Credit Licence, 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.

Failure to comply with the Consumer Credit Legislation may mean that court action is brought by the borrower, guarantor, mortgagor or by the Australian Securities and Investments Commission (“**ASIC**”) to:

- (a) grant an injunction preventing a regulated Mortgage Loan from being enforced (or any other action in relation to the Mortgage 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 a licence and no relevant exemption applies, 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 Mortgage Loan on the grounds of hardship;
- (e) vary the terms of a Mortgage Loan and related mortgage or guarantee, or a change to such documents, that are unjust, and reopen the transaction that gave rise to the Mortgage Loan and any related mortgage or guarantee, or change;
- (f) in the case of a debtor or guarantor, reduce or cancel any interest rate payable on the Mortgage Loan arising from a change to that rate which is unconscionable;
- (g) have certain provisions of the Mortgage Loan or a related mortgage or guarantee which are in breach of the legislation declared void or unenforceable;
- (h) obtain restitution or compensation from the credit provider in relation to any breaches of the Consumer Credit Legislation in relation to the Mortgage Loan or a related mortgage or guarantee; or

- (i) seek various remedies for other breaches of the Consumer Credit Legislation.

Applications may also be made to relevant external dispute resolution schemes, which have the power to resolve disputes where the amount in dispute is A\$500,000 or less. There is no ability to appeal from an adverse determination by an external dispute resolution scheme, including on the basis of bias, manifest error or want of jurisdiction.

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

Under the Consumer Credit Legislation, ASIC will also 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 (by a court or external dispute resolution scheme) may affect the timing or amount of interest, fees or charges or principal payments under the relevant Mortgage Loan (which might in turn affect the timing or amount of interest or principal payments under the Notes).

Breaches of the Consumer Credit Legislation may also lead to civil penalties or criminal fines being imposed on the Seller, for so long as it holds legal title to the Mortgage Loans and the mortgages. If the Trustee acquires legal title or otherwise becomes a “credit provider” with respect to regulated Mortgage Loans, it will then become primarily responsible for compliance with the Consumer Credit Legislation and would be exposed to civil and criminal liability for certain breaches. These include breaches caused in fact by the Servicer. The amount of any civil penalty payable by the Seller or the Trustee (as the case may be) may be set off against any amount payable by the debtor under the Mortgage Loans.

The Trustee will be indemnified out of the Assets of the Series Trust for liabilities it incurs under the Consumer Credit Legislation. Where the Trustee is held liable for breaches of the Consumer Credit Legislation, the Trustee must seek relief initially under any indemnities provided to it by the Manager, the Seller or the Servicer before exercising its rights to recover against any Assets of the Series Trust.

The Seller gave certain representations and warranties that the mortgages relating to the Mortgage Loans complied in all material respects with all applicable laws when those mortgages were entered into. The Servicer has also undertaken to comply with the Consumer Credit Legislation in carrying out its obligations under the Transaction Documents. In certain circumstances the Trustee may have the right to claim damages from Commonwealth Bank of Australia (as Seller or Servicer), as the case may be, where the Trustee suffers loss in connection with a breach of the Consumer Credit Legislation which is caused by a breach of a relevant representation or undertaking.

Unfair Terms

The terms of the Mortgage Loans may be subject to review under Division 2 Part 2 of the Australian Securities and Investments Commission Act 2001 (the “**National Unfair Terms Regime**”) if they have been entered into by:

- (a) individuals; or

- (b) from 12 November 2016, small businesses which employ less than 20 people where the upfront price payable under the contract is A\$300,000 or less, or A\$1,000,000 or less if the contract is for more than 12 months.

Mortgage Loans may also be subject to review under Part 2B of the Fair Trading Act 1999 (Vic) for being unfair if they have been entered into by individuals.

Under the National Unfair Terms Regime, a term of a standard-form consumer contract will be unfair, and therefore void, if it causes a significant imbalance in the parties' rights and obligations under the contract, it is not reasonably necessary to protect the supplier's legitimate interests and it would cause detriment (whether financial or otherwise) to a party if it were to be applied or relied on. If a term is held to be unfair, it will be void, but the contract will continue to bind the parties if it is capable of operating without the unfair term.

Also, under the Victorian regime set out in Part 2B of the Fair Trading Act 1999 (Vic), a term in a consumer contract would be unfair if, 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 Fair Trading Act 1999 (Vic) also includes (through regulation) a list of prescribed unfair terms. Unfair terms will be void, but the contract will continue to bind the parties if it is capable of existing without the unfair term or prescribed unfair term.

Both the Victorian regime and/or the National Unfair Terms Regime may apply to Mortgage Loans, depending when the Mortgage Loans were entered into. However, the Victorian regime only applies to agreements if they were entered into between 9 October 2003 (or June 2009 for credit contracts which were formerly regulated by the Consumer Credit (Victoria) Act 1995 (Vic)) and 1 January 2011. Mortgage Loans and related mortgages and guarantees entered into before the application of either the Victorian regime or the National Unfair Terms Regime will become subject to the National Unfair Terms 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 a provision of any of the Mortgage Loans were found to be unfair, this could have an adverse effect on the ability of the Trustee to recover money from the relevant borrower and consequently to make payments under the Transaction Documents.

Effect of Orders

An order made under any of the above consumer credit laws may affect the timing or amount of collections under the relevant mortgage loans which may in turn affect the timing or amount of interest and principal payments under the Notes.

Seller and Servicer obligations

Commonwealth Bank of Australia has made certain representations and warranties that the Mortgage Loans complied with all applicable laws at the time the Mortgage Loans were made. The Servicer has undertaken to comply with all applicable laws in servicing those loans regulated by the legislation.

3.3 The Mortgage Insurance Policy

This Section 3.3 updates and is to be read in substitution for Section 3.11 ("*The Mortgage Insurance Policy*") of the Base Information Memorandum.

A high LTV master mortgage insurance policy issued by Genworth Financial Mortgage Insurance Pty Limited provides full coverage for all principal due on those Mortgage Loans

which generally had a loan to value ratio greater than 80% at the time of origination. Some Mortgage Loans which had a loan to value ratio greater than 80% at the time of origination may not be covered by any mortgage insurance policy, but the seller may charge the borrower a fee as described in Section 9.3 (“*Mortgage Insurance*”) of this Supplemental Information Memorandum. Mortgage Loans with a loan to value ratio less than or equal to 80% at the time of origination may not be covered by individual or pool mortgage insurance policies, and will not be covered by the high LTV master mortgage insurance policy issued by Genworth Financial Mortgage Insurance Pty Limited.

The mortgage insurance policy is subject to some exclusions from coverage and rights of refusal or reduction of claims, some of which are described in Section 10.9 (“*The Mortgage Insurance Policy*”) of the Base Information Memorandum. The availability of funds under this mortgage insurance policy will ultimately be dependent on the financial strength of the insurer. A borrower’s payments that are expected to be covered by the mortgage insurance policy may not be covered or may be reduced because of these exclusions, refusals or reductions or in the event that the mortgage insurer becomes subject to administration, liquidation or other form of insolvency proceedings or suffers financial difficulties which impede the mortgage insurer’s ability to perform its obligations. If such circumstances arise, the Trustee may not have enough money to make timely and full payments of principal and interest on the Class A3-R Notes.

A claim under a mortgage insurance policy may be refused or reduced in certain circumstances (see generally Section 10.9 (“*The Mortgage Insurance Policy*”) of the Base Information Memorandum) including in the event of a misrepresentation or a breach of any duty of disclosure by Commonwealth Bank of Australia or the Trustee. This may affect the ability of the Trustee to make timely payments of interest and principal on the Class A3-R Notes. However, in respect of certain of these circumstances, the Trustee may have recourse to Commonwealth Bank of Australia either for breach of a representation and warranty (see Section 6.6 (“*Breach of Representations and Warranties*”) of the Base Information Memorandum) or for breach of its obligations as Servicer (see Section 11.1(h)(iii) (“*Servicing of the Housing Loans*”) of the Base Information Memorandum).

3.4 Privacy

This Section 3.4 updates and is to be read in substitution for Section 3.18 (“*Privacy*”) of the Base Information Memorandum.

The collection and handling of personal information (including credit reporting information) about individuals (including debtors, mortgagors and guarantors) is regulated by the Australian *Privacy Act 1988* (Cth). The Act contains, amongst other things, restrictions and requirements relating to the collection, use, disclosure and management of personal information. Depending on the type of personal information involved, if such collection, use, disclosure or management of personal information does not comply with the Act, the contravening party can be liable to civil penalties (and, in some instances can be guilty of an offence punishable by fines). In addition, an individual affected by a breach of the Act may complain to the Office of the Australian Information Commissioner (“**OAIC**”) or, in some circumstances, to a recognised external dispute resolution scheme. These bodies can investigate the complaint and make determinations which can become binding on the entity subject to the complaint, such as requiring the payment of compensation for loss or damage suffered by the individual as a result of a breach of the Act or the taking of remedial action to address such a breach. The OAIC also has extensive investigation and enforcement powers that can be applied to an entity subject to the Act. An entity participating in credit reporting can also be subject to audits and compliance-related investigations administered by any credit reporting bodies with which it deals. In the event of potential breaches of the credit reporting

provisions under the Act, such credit reporting bodies may also undertake enforcement action, such as ceasing to provide access to credit reporting information.

3.5 Australian Anti-Money Laundering and Counter-Terrorism Financing Regime

This Section 3.5 updates and is to be read in substitution for Section 3.31 (“*Australian Anti-Money Laundering and Counter-Terrorism Financing Regime*”) of the Base Information Memorandum.

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 of Australia (“**AML/CTF Act**”) regulates the anti-money laundering and counter-terrorism financing obligations on financial services providers.

If an entity has not met its obligations under the AML/CTF Act, that entity will be prohibited from providing a designated service which includes (among other things):

- (a) opening or providing an account, allowing any transaction in relation to an account or receiving instructions to transfer money in and out of the account;
- (b) issuing, dealing, acquiring, disposing of, cancelling or redeeming a security; and
- (c) exchanging one currency for another.

The obligations placed on an entity include that entity undertaking customer identification procedures before a designated service is provided and receiving information about international and domestic institutional transfer of funds. Until the obligations have been met an entity will be prohibited from providing funds or services to a party or making any payments on behalf of a party.

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

3.6 Application of the Personal Property Securities regime

This Section 3.6 updates and is to be read in substitution for Section 3.32 (“*Application of the Personal Property Security regime*”) of the Base Information Memorandum.

The Personal Property Securities Act 2009 (“**PPSA**”) established a national system for the registration of security interests in personal property, together with new rules for the creation, priority and enforcement of security interests in personal property. The PPSA took effect on 30 January 2012.

Security interests for the purposes of the PPSA include traditional securities such as charges and mortgages (but do not include mortgages over real property). However, they also include transactions that in substance, secure payment or performance of an obligation but may not have been previously legally classified as securities (referred to as “in-substance” security interests), including transactions that were not regarded as securities under the law that existed prior to the introduction of the PPSA. Further, certain other interests are deemed to be security interests whether or not they secure payment or performance of an obligation. These deemed security interests include assignments of certain monetary obligations.

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

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

The Transaction Documents contain security interests for the purposes of the PPSA. For example, the assignment of the Mortgage Loans is a deemed security interest under the PPSA and the Charge is also a security interest under the PPSA. The Manager has caused registrations to be made on the Personal Property Securities Register in relation to the assignment of the Mortgage Loans to the Series Trust and the Charge.

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

3.7 European Union Capital Requirements Regulation – securitisation exposure rules and other regulatory initiatives

This Section 3.7 updates and is to be read in substitution for Section 3.33 (“*European Union Capital Requirements Directive – CRD2 Rules*”) of the Base Information Memorandum.

Articles 404 – 410 (inclusive) of Regulation (EU) No 575/2013 (as amended by corrigendum) of the European Parliament and Council (the “**CRR**”) came into force on 1 January 2014 in Member States of the European Union and have been implemented by national legislation in the other Member States of the European Economic Area (“**EEA**”).

Article 405 of the CRR restricts ‘credit institutions’ and ‘investment firms’ (each as defined in the CRR), and the consolidated group subsidiaries thereof (each, a “**CRR Investor**”) from investing in or being exposed to a ‘securitisation’ (as defined in the CRR) unless the originator, sponsor or original lender in respect of that securitisation has explicitly disclosed to the CRR Investor that it will retain, on an ongoing basis, a net economic interest of at least 5 per cent in that securitisation in the manner contemplated by Article 405 (and regulatory technical standards adopted by the European Commission, in relation to the same).

Article 406 of the CRR also requires that a CRR Investor be able to demonstrate that it has undertaken certain due diligence in respect of, among other things, the Class A3-R Notes it has acquired and the underlying exposures, and that procedures have been established for monitoring the performance of the underlying exposures on an ongoing basis.

Failure to comply with one or more of the requirements as set out in Articles 405 and 406 of the CRR may result in the imposition of a penal capital charge with respect to the investment made in the securitisation by the relevant CRR Investor.

Investors should also be aware of Article 17 of the EU Alternative Investment Fund Managers Directive (Directive 2011/61/EU), as supplemented by Section 5 of Chapter III of Commission Delegated Regulation (EU) No 231/2013 (“**AIFMD**”) and Article 135(2) of the EU Solvency II Directive 2009/138/EC, as supplemented by Articles 254-257 of Commission Delegated Regulation (EU) No 2015/35 (“**Solvency II**”), which introduced risk retention and due diligence requirements which apply, respectively, to EEA regulated alternative investment fund managers and EEA regulated insurance/reinsurance undertakings (which, together with those requirements under the CRR, are referred to as the “**Existing EU Retention Rules**”).

While such requirements are similar to those which apply under the CRR they are not identical and, in particular, additional due diligence obligations apply to relevant investors under the Investment Managers Directive and Solvency II.

On 17 January 2018, Regulation EU 2017/2402 laying down a general framework for securitisation and creating a framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012, and Regulation EU 2017/2401 containing related amendments to the CRR (collectively, the “**New EU Securitisation Regulations**”) entered into force in the European Union. The new retention rules under the New Securitisation Regulations (the “**New EU Retention Rules**”) will apply to securitisations in respect of which the relevant securities are issued on or after 1 January 2019. The aim of the New EU Securitisation Regulations is to create a harmonised securitisation framework within the European Union.

In addition to applying to any investor regulated by the current CRR, the risk retention and due diligence requirements in the New EU Retention Rules will also apply to EEA management companies and funds regulated pursuant to the Undertaking for Collective Investment in Transferable Securities Directive (Directive 2009/65/EC) (the “**UCITS Directive**”) and institutions for occupational retirement provision (as defined in Directive 2003/41/EC) (“**IORPS**”) which were subject to separate requirements under AIFMD and Solvency II.

In this Supplemental Information Memorandum, the Existing EU Retention Rules, together with the New EU Retention Rules referred to above, are referred to as the “**EU Retention Rules**” (which in each case do not take into account any relevant national measures) and any investor subject to the EU Retention Rules is referred to as an “**Affected Investor**”.

Under the New EU Securitisation Regulations, some but not all of the Existing EU Retention Rules will continue to apply to securitisations in respect of which the relevant securities are issued before 1 January 2019 (“**Pre-2019 Securitisations**”). This means that both EEA management companies and funds regulated pursuant to the UCITS Directive and institutions for occupational retirement provision as defined in the IORPS may be subject to additional requirements under the Existing EU Retention Rules which apply to them specifically if the relevant securities are Pre-2019 Securitisations.

There are material differences between the New EU Retention Rules and the Existing EU Retention Rules. Although the primary legislative process has reached its end, it is expected that there will be secondary legislation and guidance notes in regards to the interpretation of the New EU Retention Rules and the changes from the Existing EU Retention Rules. Prospective investors are themselves responsible for monitoring and assessing changes to the EU Retention Rules.

At the time the Series Trust was established and Notes were first issued by the Trustee, the CRR and other EU Retention Rules described above were not in force. At that time, the previous European Union retention rules under Article 122a of the Capital Requirements Directive (comprising Directive 2006/48/EC and Directive 2006/49/EC, as amended) (the “**CRD II Rules**”) were in force. Commonwealth Bank of Australia undertook in the Series Supplement to retain on an ongoing basis a net economic interest of at least 5 per cent in the Medallion Trust Series 2013-1 securitisation transaction in accordance with the provisions of the CRD II Rules. On the Closing Date such interest was comprised of an interest in randomly selected exposures equivalent to no less than 5% of the aggregate principal balance of the securitised exposures in accordance with Article 122a paragraph (1) sub-paragraph (c) of the CRD II Rules. As at the Preparation Date of this Supplemental Information Memorandum, Commonwealth Bank of Australia continues to hold a net economic interest of at least 5 per

cent in the Medallion Trust Series 2013-1 securitisation transaction in this manner. While the Existing EU Retention Rules do not provide that compliance with the CRD II Rules will be taken to satisfy the Existing EU Retention Rules, the requirements of Article 122a paragraph (1) sub-paragraph (c) are substantially similar to the requirements currently in force under Article 405 paragraph (1) sub-paragraph (c) of the CRR.

Each Affected Investor should consult with their own legal and regulatory advisors to determine whether, and to what extent, the information described in this Supplemental Information Memorandum and in any reports provided to investors is sufficient for compliance by that Affected Investor with any applicable EU Retention Rules. None of the Trustee, Commonwealth Bank of Australia, and each other party to a Transaction Document makes any representation that the information described above or in this Supplemental Information Memorandum is sufficient for such purposes. In the event that a regulator determines that the transaction did not comply or is no longer in compliance with the EU Retention Rules or the Affected Investor has insufficient information to satisfy its due diligence and/or ongoing monitoring requirements under the EU Retention Rules, then an Affected Investor may be required by its regulator to set aside additional capital against its investment in the Class A3-R Notes or take other remedial measures in respect of its investment in the Class A3-R Notes.

The Retention Rules and any other changes to the regulation or regulatory treatment of the Class A3-R Notes for some or all investors may negatively impact the regulatory position of certain individual investors and, in addition, could have a negative impact on the price and liquidity of the Class A3-R Notes in the secondary market.

There can be no assurance that the regulatory capital treatment of the Class A3-R Notes for any investor will not be affected by any future implementation of, and changes to, the Retention Rules or other regulatory or accounting changes.

3.8 Effects of other financial regulatory measures

In addition to the EU Retention Rules detailed above in Section 3.7 (“*European Union Capital Requirements Regulation - securitisation exposure rules and other regulatory initiatives*”), there are other domestic and international measures for increased or revised regulation (including with respect to regulatory capital treatment) of mortgage backed securities (such as the Class A3-R Notes) which are currently at various stages of implementation.

Such changes in the global financial regulation or regulatory treatment of mortgage-backed securities may negatively impact the regulatory position of affected investors and have an adverse impact on the value and liquidity of mortgage-backed securities such as the Class A3-R Notes. Prospective investors in the Class A3-R Notes should consult with their own legal and investment advisors regarding the potential impact on them and the related compliance issues.

3.9 Foreign Account Tax Compliance

This Section 3.9 updates and is to be read in substitution for Section 3.34 (“*Foreign Account Tax Compliance*”) of the Base Information Memorandum.

The Foreign Account Tax Compliance Act provisions of the U.S. Hiring Incentives to Restore Employment Act (“**FATCA**”) establish, in an effort to assist the United States Internal Revenue Service (“**IRS**”) in enforcing U.S. taxpayer compliance, a new due diligence, reporting and withholding regime.

Under FATCA, a 30% withholding may be imposed (i) in respect of certain U.S. source payments, (ii) from 1 January 2019 in respect of gross proceeds from the sale of assets that give rise to U.S. source interest or dividends and (iii) from 1 January 2019, at the earliest, in respect of “foreign passthru payments” (a term which is not yet defined under FATCA), which are, in each case, paid to or in respect of entities that fail to meet certain certification or reporting requirements or do not comply with FATCA.

The Trustee and other financial institutions through which payments on the Notes are made may be required to withhold on account of FATCA. A withholding may be required if (i) an investor does not provide information sufficient for the Trustee or the relevant financial institution to determine whether the investor is subject to FATCA Withholding or (ii) a foreign financial institution (“**FFI**”) to or through which payments on the Notes are made is a “non-participating FFI”.

FATCA Withholding is not expected to apply if, in respect of foreign pass-thru payments only, the Notes are treated as debt for U.S. federal income tax purposes and the Notes are 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 (the “grandfathering date”) provided that the Notes are not materially modified after the grandfathering date.

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

Australian financial institutions which are “Reporting Australian Financial Institutions” under the IGA must follow specific due diligence procedures to identify their account holders (e.g. the Noteholders) and provide information about financial accounts held by U.S. persons and recalcitrant account holders and on payments made to non-participating FFIs, to the Australian Taxation Office (“**ATO**”). The ATO is required to provide such information to the IRS.

Under the Australian Amendments, Australian FFIs will generally be able to be treated as “deemed compliant” with FATCA. Depending on the nature of the relevant FFI, FATCA Withholding may not be required from payments made with respect to the Class A3-R Notes other than in certain prescribed circumstances.

Noteholders may be requested to provide certain certifications and information to the Series Trust and/or the Trustee and any other financial institutions through which payments on the Notes are made in order for the Series Trust and/or the Trustee and such other financial institutions to comply with their FATCA obligations. If a payment to a Noteholder is subject to withholding as a result of FATCA, there will be no “gross up” (or any additional amount) payable by way of compensation to the holder for the deducted amount. Additionally, if a payment to the Series Trust is subject to withholding as a result of FATCA, there will be no optional redemption of any Notes.

FATCA is particularly complex legislation. The above discussion is based on the IGA, the Act, guidance issued by the ATO and regulations and guidance of the U.S. Treasury Department, all of which may be subject to change in a way that would alter the application of FATCA to the Series Trust and the Notes. Each Class A3-R Noteholder should consult its own tax advisor to obtain a more detailed explanation of FATCA and the IGA and to learn how they might affect such holder in its particular circumstance.

3.10 Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (“**Common Reporting Standard**”) will require certain financial institutions to report information regarding certain accounts (which may include the Class A3-R Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the Common Reporting Standard. A jurisdiction that has signed the 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. The CRS applies to Australian financial institutions with effect from 1 July 2017.

3.11 Ipso Facto Moratorium

On 28 March 2017, the Australian Government released draft legislation proposing reforms to Australian insolvency laws, including the introduction of an “ipso facto” moratorium. On 18 September 2017, the draft legislation received royal assent. The legislation proposes that a right under a contract (such as a right to terminate or to accelerate payments) will not be enforceable, for a certain period of time, if the reason for enforcement is the occurrence of certain insolvency events or the company’s financial position. Such stay on enforcing rights is expressed to be subject to specific exclusions including a right contained in a kind of contract, agreement or arrangement prescribed by regulations.

The federal government has released an explanatory document which notes that the government proposes to make regulations setting out the types of contracts and contractual rights which will be excluded from the general stay on the operation of ipso facto clauses. The government has sought feedback on the appropriateness of the proposed exclusions, which are expressed to include securitisation arrangements involving special purpose vehicles.

However, until the regulations have been released, the scope of the proposed “ipso facto” moratorium and exclusions remains uncertain.

4 The Trustee, Commonwealth Bank of Australia, the Manager and the Security Trustee

4.1 The Trustee

Perpetual Trustee Company Limited was incorporated on 28 September 1886 as Perpetual Trustee Company (Limited) under the Companies Statute of New South Wales as a public company. The name was changed to Perpetual Trustee Company Limited on 14 December 1971 and the Trustee now operates as a limited liability public company under the Corporations Act. Perpetual Trustee Company Limited is registered in New South Wales and its registered office is at Level 18, 123 Pitt Street, Sydney, Australia.

The principal activities of Perpetual Trustee Company Limited are the provision of trustee and other commercial services. Perpetual Trustee Company Limited is an authorised trustee corporation, and holds an Australian Financial Services Licence under Part 7.6 of the Corporations Act (Australian Financial Services Licence No. 236643).

4.2 The Seller

The Commonwealth Bank of Australia was established in 1911 by an Act of Australia's Commonwealth Parliament as a government owned enterprise to conduct commercial and savings banking business. For a period it also operated as Australia's central bank until this function was transferred to the Reserve Bank of Australia in 1959. The process of privatisation of the Commonwealth Bank of Australia was commenced by Australia's Commonwealth Government in 1990 and was completed in July 1996. The Commonwealth Bank of Australia is now a public company listed on the Australian Securities Exchange. Its registered office is at Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, Australia.

As at 30 June 2017, Commonwealth Bank of Australia had a long term credit rating of AA- (stable outlook) from Fitch Ratings, Aa3 (stable outlook) from Moody's Investor Services and AA- (negative outlook) from S&P and a short term credit rating of F1+ from Fitch Ratings, P-1 from Moody's Investor Services and A-1+ from S&P.

As at 31 December 2017, Commonwealth Bank of Australia and its subsidiaries, on a consolidated International Financial Reporting Standards basis, had total assets of A\$961.9 billion, total deposits and other public borrowings of A\$624.9 billion and made a net profit attributable to equity holders of the Bank for the half year ended 31 December 2017 of A\$4,906 million. Total regulatory capital under Basel III was A\$65.1 billion.

The Australian banking activities of the Commonwealth Bank of Australia come under the regulatory supervision of the Australian Prudential Regulation Authority.

4.3 The Manager

The Manager, Securitisation Advisory Services Pty. Limited, is a wholly owned subsidiary of Commonwealth Bank of Australia. Its principal business activity is the management of securitisation trusts established under Commonwealth Bank of Australia's Medallion Trust Programme and the management of other securitisation programmes and a covered bond programme established by Commonwealth Bank of Australia or its customers. The Manager's registered office is Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, Australia.

The Manager has obtained an Australian Financial Services License under Part 7.6 of the Australian Corporations Act (Australian Financial Services License No. 241216).

4.4 The Security Trustee

The Security Trustee, P.T. Limited, is a wholly owned subsidiary of Perpetual Trustee Company Limited. P.T. Limited is a public company established under the laws of Australia. Perpetual Trustee Company Limited has appointed P.T. Limited to act as its authorised representative under its Australian Financial Services License (Authorised Representative Number 266797). The Security Trustee's registered office is Level 18, 123 Pitt Street, Sydney, Australia. The principal activities of P.T. Limited are the provision of trustee and other commercial services.

5 The Series Trust

5.1 General

The Series Trust was established under the Medallion Trusts Programme on 22 February 2013 pursuant to the Master Trust Deed and the Series Supplement. The Series Trust is separate and distinct from any other trust established under the Master Trust Deed. The Assets of the Series Trust are not available to meet the liabilities of any other trust and the assets of any other trust are not available to meet the liabilities of the Series Trust. For further detail regarding the establishment and structure of the Series Trust, see Section 5 (“*Description of the Series Trust*”) of the Base Information Memorandum.

For a description of the role, duties, powers and terms of appointment of the Trustee, the Manager, the Servicer, the Custodian and the Support Facility Providers in relation to the Series Trust, see Section 10 (“*Description of the Transaction Documents*”) of the Base Information Memorandum.

The Series Trust may be terminated in the circumstances described in Section 9 (“*Termination of the Trust*”) of the Base Information Memorandum.

5.2 Assets of the Series Trust

The Assets of the Series Trust primarily consist of the Mortgage Loans and related Mortgage Loan Rights that were originated by Commonwealth Bank of Australia and acquired by the Trustee from Commonwealth Bank of Australia on the Closing Date. No further Mortgage Loans have been or will be acquired as Assets of the Series Trust. The assignment of the Mortgage Loans to the Trustee occurred in equity only and accordingly the Trustee only obtained an equitable interest in the Mortgage Loans and Mortgage Loan Rights assigned to it. The Trustee will not be entitled to take any steps to perfect its legal title or give notice to any party to the Mortgage Loan Documents of the assignment unless a Perfection of Title Event occurs as described in the Base Information Memorandum and has not taken any such steps as at the Preparation Date of this Supplemental Information Memorandum.

For further details about the Assets of the Series Trust and the acquisition of the Mortgage Loans by the Trustee on the Closing Date, see Section 6 (“*Description of the assets of the Series Trust*”) of the Base Information Memorandum.

Commonwealth Bank of Australia will have the right (but not the obligation) to extinguish the Trustee’s interest in the Mortgage Loan Rights, or to otherwise regain the benefit of the Mortgage Loan Rights on any Distribution Date occurring on or after the Call Date (as described in Section 10.13 (“*Clean-Up*”) of the Base Information Memorandum).

Alternatively, the Trustee (at the direction of the Manager) may transfer the Mortgage Loan Rights to another trust established under the Medallion Trusts Programme on any Distribution Date falling on or after the Call Date (as described in Section 8.26 (“*Optional Redemption of the Notes*”) of the Base Information Memorandum).

The information in Appendix A of this Supplemental Information Memorandum, sets forth in tabular format various details relating to the Mortgage Loan pool held as Assets of the Series Trust as at the close of business on 30 November 2017.

6 Commonwealth Bank of Australia Residential Loan Program

6.1 General

For a description of Commonwealth Bank of Australia's residential loan program (including the features and process of origination) as applicable to the Mortgage Loans, see Section 7 ("*Commonwealth Bank of Australia Residual Loan Program*") of the Base Information Memorandum as supplemented by the following paragraphs.

6.2 Commonwealth Bank of Australia's Product Types

Set out below is a summary of Commonwealth Bank of Australia's housing loan product types. The products described below apply to all Home Loans both Owner Occupied and Investment Home Loans. The Mortgage Loans include Home Loans of some or all of these types.

Commonwealth Bank of Australia offers a wide variety of housing loan product types with various features and options that are further described in this section. Market competition and economics may require that Commonwealth Bank of Australia offer new product types or add features to a housing loan which are not described in this section. However, before doing so, Commonwealth Bank of Australia must satisfy the Manager that the additional features would not affect any mortgage insurance policy covering the Mortgage Loans and would not cause a downgrade or withdrawal of the rating of the Notes if those Mortgage Loans remain in the Series Trust.

(a) **Commonwealth Bank of Australia's Standard Variable Rate and Fixed Rate Home Loan/Investment Home Loan**

These types of loan are Commonwealth Bank of Australia's traditional standard mortgage products which consists of standard variable rate and fixed rate options. The standard variable rate product is not linked to any other variable rates in the market. However, it may fluctuate with market conditions. Borrowers may switch to a fixed interest rate at any time as described below in "Switching Interest Rates." Some of the Mortgage Loans will be subject to fixed rates for differing periods.

In addition, some of these loans have an interest rate which is discounted by a fixed percentage to the standard variable rate or fixed rate. These discounts are offered under various packages including but not limited to Wealth Package/Mortgage Advantage package, members of certain professional groups, other high income individuals and borrowers who meet certain loan size requirements. Customers can confirm ('fix') their interest rate for a 1 to 7 year period.

(b) **Commonwealth Bank of Australia's Extra, Economiser and Rate Saver Home Loan/Investment Home Loan**

These types of loans have a variable interest rate which is not linked to the standard variable rate product and which may fluctuate independently of this and other standard variable rates in the market. These types of loans were introduced by Commonwealth Bank of Australia to allow borrowers who did not require a full range of product features to reduce their interest rate. The interest rate for the Extra, Economiser Home Loan and Rate Saver Home Loan historically has been less than that for the standard variable rate product. Of the features described below, at present only those headed "Redraw and Further Advances", "Interest Only Periods", "Repayment Holiday" and "Early Repayment" are available.

However, any such borrowers availing themselves of the “Interest Only Periods” product feature for the Economiser and Rate Saver Home/Investment Home Loans are no longer eligible for the product feature “Redraws and Further Advances”. To take advantage of other features borrowers must, with the agreement of Commonwealth Bank of Australia, switch their Mortgage Loan to a Standard Variable Rate Loan or Fixed Rate Loan product. However, these or other features may in the future be offered to borrowers. There are various minimum borrowing amounts across these product types.

(c) **Commonwealth Bank of Australia No Fee Variable Rate Home Loan**

This type of loan has a variable interest rate which is not linked to the standard variable rate product and which may fluctuate independently of other standard variable rates in the market. This type of loan was introduced by Commonwealth Bank of Australia to provide borrowers with an option for a home loan that did not carry the various fees applicable on other loan types. The interest rate for the No Fee Home Loan historically has been less than that for the standard variable rate product. This product is not available for new loan amounts of less than A\$150,000.

6.3 Special Features of the Mortgage Loans

Each Mortgage Loan may have some or all of the features described in this section. In addition, during the term of any Mortgage Loan, Commonwealth Bank of Australia may agree to change any of the terms of that Mortgage Loan from time to time at the request of the borrower.

(a) **Switching Interest Rates**

Borrowers may elect for a fixed rate, as determined by Commonwealth Bank of Australia to apply to their Mortgage Loan. Previously, this may have been for a period of up to 15 years, however new borrowers may fix their loan repayments for periods of up to 7 years. These Mortgage Loans convert to the standard variable interest rate at the end of the agreed fixed rate period unless the borrower elects to fix the interest rate for a further period.

Any variable rate Mortgage Loan of the Series Trust converting to a fixed rate product will automatically be matched by an increase in the fixed rate swaps to hedge the fixed rate exposure.

(b) **Substitution of Security**

A borrower may apply to the Servicer to achieve the following:

- (i) substitute a different mortgaged property in place of the existing mortgaged property securing a Mortgage Loan; or
- (ii) release a mortgaged property from a mortgage.

If the Servicer’s credit criteria are satisfied and another property is substituted for the existing security for the Mortgage Loan, the mortgage which secures the existing Mortgage Loan may be discharged without the borrower being required to repay the Mortgage Loan. The Servicer must obtain the consent of any relevant mortgage insurer to the substitution of security or a release of a mortgage where this is required by the terms of a Mortgage Insurance Policy.

(c) **Redraws and Further Advances**

Each of the variable rate Mortgage Loans allows the borrower to redraw principal repayments made in excess of scheduled principal repayments during the period in which the relevant Mortgage Loan is charged a variable rate of interest. Borrowers may request a redraw at any time subject to meeting certain credit criteria at that time. The borrower may be required to pay a fee to Commonwealth Bank of Australia in connection with a redraw. Currently, Commonwealth Bank of Australia does not permit redraws on fixed rate Mortgage Loans, interest only Economiser and Rate Saver Home Loans/Investment Home Loans. A redraw will not result in the related Mortgage Loan being removed from the Series Trust.

In addition, Commonwealth Bank of Australia may agree to make a further advance to a borrower under the terms of a Mortgage Loan subject to a credit assessment.

Where a further advance does not result in the previous scheduled principal balance of the Mortgage Loan being exceeded by more than one scheduled monthly instalment, the further advance will not result in the Mortgage Loan being removed from the Series Trust. Where a further advance does result in the previous scheduled principal balance of the Mortgage Loan being exceeded by more than one scheduled monthly instalment, Commonwealth Bank of Australia must pay to the Series Trust the principal balance of the Mortgage Loan and accrued and unpaid interest and fees on the Mortgage Loan. If this occurs the Mortgage Loan will be treated as being repaid and will cease to be an Asset of the Series Trust.

A further advance to a borrower may also be made under the terms of another loan or as a new loan. These loans may share the same security as a Mortgage Loan assigned to the Series Trust but will be subordinated upon the enforcement of that security to the Mortgage Loan.

(d) **Repayment Holiday**

A borrower is allowed a repayment holiday where they have taken a Principal and Interest loan option and the borrower has prepaid enough principal to cover the required monthly repayment amount (RMRA) during the holiday period, creating a difference between the outstanding principal balance of the loan and the scheduled amortised principal balance of the Mortgage Loan. The borrower is not required to make any payments, including payments of interest, until the outstanding principal balance of the Mortgage Loan plus unpaid interest equals the scheduled amortised principal balance and/or a maximum term of 12 months. The failure by the borrower to make payments during a repayment holiday will not cause the related Mortgage Loan to be considered delinquent.

(e) **Early Repayment**

A borrower may incur a fee if an early repayment occurs on either a fixed rate or 1 Year Guaranteed Rate Mortgage Loan. A borrower may also incur break fees if an early repayment or partial prepayment of principal occurs on a fixed rate Mortgage Loan. However, at present fixed rate loans allow for partial prepayment by the borrower of up to A\$10,000 in any 12 month period without any break fees being applicable.

(f) **Combination or “Split” Mortgage Loans**

A borrower may elect to split a Mortgage Loan into separate funding portions which may, among other things, be subject to different types of interest rates. Each part of the Mortgage Loan is effectively a separate loan contract, even though all the separate loans are secured by the same mortgage.

(g) **Interest Offset**

Currently, Commonwealth Bank of Australia offers borrowers two interest offset features on certain Home Loan/Investment Home Loan products known as a mortgage interest saver account (MISA) and Everyday Offset under which the interest accrued on the borrower’s deposit account is offset against interest on the borrower’s Mortgage Loan. Commonwealth Bank of Australia does not actually pay interest to the borrower on the loan offset account, but simply reduces the amount of interest which is payable by the borrower under its Mortgage Loan. The borrower continues to make its scheduled mortgage payment with the result that the portion allocated to principal is increased by the amount of interest offset. Fixed Rate loans receive a partial offset under the MISA arrangement but do not receive any offset with an Everyday Offset arrangement. Commonwealth Bank of Australia will pay to the Series Trust the aggregate of all interest amounts offset in respect of the Mortgage Loans for which it is the Seller. These amounts will constitute Finance Charge Collections for the relevant period.

If, following a Perfection of Title Event, the Trustee obtains legal title to a Mortgage Loan, Commonwealth Bank of Australia will no longer be able to offer an interest offset arrangement for that Mortgage Loan.

(h) **Interest Only Periods**

A borrower may also request to make payments of interest only on his or her Mortgage Loan. If Commonwealth Bank of Australia agrees to such a request it does so conditional upon higher principal repayments or a bulk reduction of principal applying upon expiry of the interest only period so that the Mortgage Loan is repaid within its original term. The interest only period can be extended beyond the initial period providing the total interest only period for the life of the loan does not exceed the following terms:

- Home Loans (owner occupied) - Maximum 5 years
- Investment home loan - Maximum of 10 years in 5 year increments

A credit assessment is required for a switch to an interest only period of more than 5 years. A credit assessment is required for a switch to any interest only period if requested within the first 180 days of the loan being funded.

(i) **Special Introductory Rates**

Currently, Commonwealth Bank of Australia may offer borrowers introductory rates for periods of up to three years during which period the rate is either variable or fixed. On the expiry of the introductory offer, these home loans automatically convert to the standard or base variable interest rate.

6.4 Additional Features

Commonwealth Bank of Australia may from time to time offer additional features in relation to a Mortgage Loan which are not described in the preceding section or may cease to offer features that have been previously offered and may add, remove or vary any fees or other conditions applicable to such features.

7 Description of the Class A3-R Notes

7.1 Issuance and use of proceeds

The Class A1 Notes, the Class A2 Notes, the Class A3 Notes, the Class B Notes and the Class C Notes were issued by the Trustee on 11 March 2013. No Class A1 Notes, Class A2 Notes, Class A3 Notes, Class B Notes or Class C Notes are being offered by this Supplemental Information Memorandum. For a description of the terms and conditions applicable to the Class A1 Notes, Class A2 Notes, Class A3 Notes, Class B Notes and Class C Notes, see Section 8 (“*Description of the Notes*”) of the Base Information Memorandum.

The Trustee will issue the Class A3-R Notes on the Class A3 Refinancing Date pursuant to a direction from the Manager to the Trustee. The proceeds of the Class A3-R Notes will be applied on that date towards redeeming the Class A3 Notes.

The Class A3-R Notes will not be issued unless the aggregate Initial Invested Amount of the Class A3-R Notes together with the expected balance of the GIC Account on the Class A3 Refinancing Date is equal to the Invested Amount of the Class A3 Notes on that date. On the Class A3 Refinancing Date, the Trustee is required to deposit the issue proceeds of the Class A3-R Notes into the GIC Account and then apply the entire balance of the GIC Account (if any) towards the redemption of the Class A3 Notes in full. Accordingly, following the Issue Date of the Class A3-R Notes, there will not be any Class A3 Notes and Class A3-R Notes outstanding at the same time.

In addition, Class A3-R Notes will not be issued unless the margin for the Class A3-R Notes is less than 1.55% (being the “**Class A3 Stepped Up Margin**”) and the Class A3-R Notes are assigned ratings of AAA(sf) by Standard & Poor’s and AAAsf by Fitch.

The Class A3-R Notes will be a sub-class of the “Class A Notes” of the Series Trust. Except as described in the Base Information Memorandum, as supplemented by this Supplemental Information Memorandum, the Class A3-R Notes are subject to the terms and conditions of the Class A Notes as described in the Base Information Memorandum.

The following paragraphs summarise the key terms and conditions as they relate to the Class A3-R Notes. For further details, see Section 8 (“*Description of the Notes*”) of the Base Information Memorandum.

7.2 Form of the Class A3-R Notes

(a) Registered form

The Class A3-R Notes will be denominated in Australian Dollars and upon issue be in the form of registered debt securities and will be issued by the Trustee in its capacity as trustee of the Series Trust. They are issued with the benefit of, and subject to, the Master Trust Deed, the Series Supplement and the Security Trust Deed.

The register maintained by the Trustee is the only conclusive evidence of the title of a person recorded in it as the holder of a Class A3-R Note. No definitive certificate or other instrument will be issued to evidence a person’s title to Class A3-R Notes

(b) **Lodgement of the Class A3-R Notes in Austraclear**

It is intended that the Class A3-R Notes will be lodged in Austraclear after issue. It is also intended that the Class A3-R Notes will be lodged with Austraclear on the basis that they will not be uplifted.

Once the Class A3-R Notes are lodged into the Austraclear system, Austraclear will become the registered holder of those Class A3-R Notes in the register to be maintained by the Trustee. While those Class A3-R Notes remain in the Austraclear system:

- (i) all payments and notices required of the Trustee and the Manager in relation to those Class A3-R Notes will be directed to Austraclear;
- (ii) all dealings and payments in relation to those Class A3-R Notes within the Austraclear system will be governed by the Austraclear Regulations; and
- (iii) interests in the Class A3-R Notes may be held through Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in the Class A3-R Notes in Euroclear would be held in the Austraclear System by Westpac Custodian Nominees Limited as nominee of Euroclear while entitlements in respect of holdings of interests in the Notes in Clearstream, Luxembourg would be held in the Austraclear System by ANZ Nominees Limited as nominee of Clearstream, Luxembourg. The rights of a holder of interests in Class A3-R Notes held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominees and the rules and regulations of the Austraclear System. In addition, any transfer of interests in the Class A3-R Notes which are held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act and the other requirements set out above and in Section 7.3 (“*Transfer of Class A3-R Notes*”) below.

7.3 Transfer of Class A3-R Notes

A Class A3-R Noteholder is entitled to transfer any of its Class A3-R Notes if the offer for sale or invitation to purchase to the proposed transferee by the Noteholder:

- (a) does not require disclosure to investors under Part 6D.2 of the Corporations Act;
- (b) is not made to a Retail Client; and
- (c) complies with any other applicable laws in all jurisdictions in which the offer or invitation is made.

Unless lodged with Austraclear as explained in Section 7.2(b) (“*Form of the Class A3-R Notes*”) above, all transfers of Class A3-R Notes must be effected by a Security Transfer as described in Section 8.2(d) (“*Marked Security Transfer*”) of the Base Information Memorandum.

7.4 Notices to Class A3-R Noteholders

Notices, requests and other communications by the Trustee or the Manager to Class A3-R Noteholders may be made by:

- (a) advertisement placed on a Business Day in The Australian Financial Review (or other nationally delivered newspaper); or
- (b) mail, postage prepaid, to the address of the Noteholders as shown in the register. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the Noteholders actually receive the notice.

7.5 Joint Noteholders

Where Class A3-R Notes are held jointly, only the person whose name appears first in the register will be entitled to be:

- (a) issued the relevant Security Certificate and, if applicable, a marked Security Transfer;
- (b) given any notices; and
- (c) paid any moneys due in respect of the Class A3-R Notes except that in the case of payment by cheque, the cheque will be payable to the joint Noteholders.

7.6 Method of Payment

Any amounts payable by the Trustee to a Class A3-R Noteholder will be paid in Australian dollars and, subject to Section 7.2(b) ("*Lodgment of the Class A3-R Notes in Austraclear*") above in relation to Class A3-R Notes lodged in Austraclear, will be paid:

- (a) by electronic transfer through Austraclear;
- (b) by payment to a bank account in Australia of the payee nominated by the payee; or
- (c) any other manner specified by the Noteholder and agreed to by the Manager and the Trustee.

7.7 Interest on the Class A3-R Notes

(a) Periods for which the Class A3-R Notes accrue interest

The period that a Class A3-R Note accrues interest is divided into Accrual Periods. The first Accrual Period in respect of a Class A3-R Note commences on and includes the issue date of that Class A3-R Note and ends on but excludes the immediately following Distribution Date. Each subsequent Accrual Period in respect of a Class A3-R Note commences on and includes a Distribution Date and ends on but excludes the following Distribution Date.

The final Accrual Period in respect of a Class A3-R Note ends on, but excludes, the earlier of:

- (i) the date upon which the Invested Amount of the Class A3-R Note is reduced to zero and all accrued interest in respect of the Class A3-R Note is paid in full;

- (ii) the Distribution Date on which the final distributions upon termination of the Series Trust are to be made, as described in Section 9 (“*Termination of the Trust*”) of the Base Information Memorandum; and
- (iii) the date upon which the Class A3-R Note is otherwise redeemed or are deemed to be redeemed and repaid in full (including following enforcement of the Charge).

(b) **Calculation of interest on the Class A3-R Notes**

The interest rate for the Class A3-R Notes for each Accrual Period will be equal to the Bank Bill Rate for that Accrual Period plus a margin of 0.80%. The margin of the Class A3-R Notes will not increase at any time after their issue.

Interest on each Class A3-R Note will be calculated in respect of an Accrual Period as the product of:

- (i) the Invested Amount of that Class A3-R Note as at the close of business on the first day of that Accrual Period, after giving effect to any payments of principal made with respect to such Class A3-R Note on such day;
- (ii) the interest rate for the Class A3-R Notes for that Accrual Period; and
- (iii) a fraction, the numerator of which is the actual number of days in the Accrual Period and the denominator of which is 365 days.

Interest will accrue on any unpaid interest in relation to a Class A3-R Note at the interest rate that applies from time to time to that Class A3-R Note until that unpaid interest is paid.

On the first day of each Accrual Period in respect of a Class A3-R Note, the Manager will determine the Bank Bill Rate for that Accrual Period.

(c) **Payment of interest on the Class A3-R Notes**

The Trustee must, in accordance with the Series Supplement, on each Distribution Date apply the Available Income Amount in respect of that Distribution Date, towards payment of amounts including the aggregate interest accrued on each Class A3-R Note during the Accrual Period ending on that Distribution Date, together with any unpaid interest on the Class A3-R Notes from previous Distribution Dates and any interest accrued on such unpaid interest, in the order contemplated by the Series Supplement. See Section 8.10 (“*Payment of the Available Income on a Distribution Date*”) of the Base Information Memorandum.

7.8 Repayment of Principal on the Class A3-R Notes

(a) **Partial redemption of the Class A3-R Notes on each Distribution Date**

On each Distribution Date until the Invested Amount of the Class A3-R Notes is reduced to zero, the Trustee must apply the Available Principal Amount in respect of that Distribution Date towards repayment of principal on the Class A3-R Notes to the extent there are funds available for that purpose in accordance with the order of priority described in Section 8.13 (“*Payment of the Available Principal Amount on a Distribution Date*”) of the Base Information Memorandum.

(b) **Optional Redemption of all the Notes**

The Trustee must, when directed by the Manager, at the Manager's option, redeem all (but not some) of the Notes of all Classes at their then Invested Amounts, subject to the following, together with accrued but unpaid interest to, but excluding, the date of redemption, on any Distribution Date occurring on or after the Call Date.

The Trustee may in exercising its option to redeem all of the Notes redeem the then outstanding Notes of a Class at their Stated Amounts instead of at their Invested Amounts, together with accrued but unpaid interest to but excluding the date of redemption. However, for each Class of Notes other than the Class C Notes, redemption at the Stated Amount must be approved by an Extraordinary Resolution of Noteholders of the relevant Class. However, the Trustee will not and the Manager will not direct the Trustee to redeem the Notes unless the Trustee is in a position on the relevant Distribution Date to repay the then Invested Amounts or the Stated Amounts, as required, of the Notes together with, in the case of all Notes other than the Class C Notes, all accrued but unpaid interest to but excluding the date of redemption and to discharge all its liabilities in respect of amounts which are required to be paid in priority to or equally with the Notes under Sections 8.10 (*"Payment of the Available Income Amount on a Distribution Date"*) and 8.13 (*"Payment of the Available Principal Amount on a Distribution Date"*) of the Base Information Memorandum.

For more details, see Section 8.26 (*"Optional Redemption of the Notes"*) of the Base Information Memorandum.

(c) **Redemption by issuance of Further Class A3-R Notes will not apply**

Section 8.20 (*"Refinancing of Class A3-R Notes with further Class A3-R Notes"*) of the Base Information Memorandum describes circumstances in which Class A3-R Notes may be redeemed using the proceeds of further Class A3-R Notes issued on a subsequent Distribution Date.

Despite anything in Section 8.20 (*"Refinancing of Class A3-R Notes with further Class A3-R Notes"*) of the Base Information Memorandum, the Manager will not direct the Trustee to issue any further Class A3-R Notes if Class A3-R Notes are issued on the Class A3 Refinancing Date as contemplated by this Supplemental Information Memorandum.

(d) **Redemption of the Notes upon an Event of Default**

If an Event of Default occurs under the Security Trust Deed the Security Trustee must, upon becoming aware of the Event of Default and subject to certain conditions, in accordance with an Extraordinary Resolution of Voting Secured Creditors and the provisions of the Security Trust Deed, enforce the Charge. That enforcement can include the sale of some or all of the Mortgage Loans. Any proceeds from the enforcement of the security will be applied in accordance with the order of priority of payments as set out in the Security Trust Deed as described in Section 10.6(j) (*"Priorities under the Security Trust Deed"*) of the Base Information Memorandum.

(e) **Final Maturity Date**

Unless previously redeemed, the Trustee must redeem the Class A3-R Notes by paying the Invested Amount, together with all accrued and unpaid interest, in

relation to each Class A3-R Note on or by the Distribution Date falling in August 2045.

(f) **Redemption upon Final Payment**

Upon final payment being made in respect of any Class A3-R Notes following termination of the Series Trust or enforcement of the Charge, those Class A3-R Notes will be deemed to be redeemed and discharged in full and any obligation to pay any accrued but unpaid interest, the Stated Amount or the Invested Amount in relation to the Class A3-R Notes will be extinguished in full.

(g) **No Payments of Principal in Excess of Invested Amount**

No amount of principal will be repaid in respect of a Class A3-R Note in excess of its Invested Amount or, in the circumstances described in Section 7.8(b) (“*Optional Redemption of the Notes*”) of this Supplemental Information Memorandum, its Stated Amount.

7.9 Withholding Tax or Deductions

All payments in respect of the Class A3-R Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatever nature unless the Trustee for the Class A3-R Notes is required by applicable law to make such a withholding or deduction. In that event the Trustee must account to the relevant authorities for the amount so required to be withheld or deducted. The Trustee will not be obliged to make any additional payments to holders of the Class A3-R Notes with respect to that withholding or deduction. Immediately after becoming aware that such a withholding or deduction is or will be required, the Trustee will notify the holders of the Class A3-R Notes.

8 Determination and payment of income and principal in respect of the Series Trust

8.1 Payments by the Trustee

The Trustee will make payments in respect of the Notes and other liabilities and expenses of the Series Trust on a monthly basis on each Distribution Date from Collections received during the preceding Collection Period and from amounts received under Support Facilities on or prior to the relevant Distribution Date and from accrued amounts retained or invested in Authorised Short-Term Investments. Amounts (if any) standing to the credit of the GIC Account will also be applied on the Class A3 Refinancing Date towards redemption of the Class A3 Notes and, if there is any excess in the GIC Account following redemption of those Notes, on the next Distribution Date to make principal payments to Noteholders. For more details, including a description of the amounts included in Collections, see Section 8.3 (“*Payments on the Notes*”) of the Base Information Memorandum.

8.2 Payment of the Available Income Amount on each Distribution Date

On each Distribution Date, prior to the enforcement of the Charge, the Available Income Amount for that Distribution Date is to be allocated towards paying interest on the Notes and certain other amounts in the order of priority set out in Section 8.10 (“*Payment of the Available Income Amount on a Distribution Date*”) of the Base Information Memorandum.

The Available Income Amount is summarised in the diagram in Section 2.12 (“*Allocation of Cash Flows*”) of this Supplemental Information Memorandum and described in detail in

Section 8.5 (“*Determination of the Available Income Amount*”) of the Base Information Memorandum.

8.3 Payment of the Available Principal Amount on each Distribution Date

On each Distribution Date, prior to the enforcement of the Charge, the Available Principal Amount for that Distribution Date is to be allocated towards paying principal on the Notes and certain other amounts in the order of priority set out in Section 8.13 (“*Payment of the Available Principal Amount on a Distribution Date*”) of the Base Information Memorandum.

The Available Principal Amount is summarised in the diagram in Section 2.12 (“*Allocation of Cash Flows*”) of this Supplemental Information Memorandum and described in detail in Section 8.12 (“*Determination of the Available Principal Amount*”) of the Base Information Memorandum.

8.4 Principal Chargeoffs

For a description of the allocation of losses on the Mortgage Loans by way of Principal Chargeoffs on the Notes and the reimbursement of those Principal Chargeoffs (including the circumstances and the order in which Principal Chargeoffs are applied and reimbursed), see Section 8.22 (“*Principal Chargeoffs*”) of the Base Information Memorandum.

As at the Preparation Date, there are no unreimbursed Principal Chargeoffs.

8.5 Principal Draws

If there are insufficient income receipts of a Series Trust to be applied on a Distribution Date toward payment of interest on the Notes (other than the Class C Notes) and other expenses of the Series Trust, the Manager may direct the Trustee to allocate some or all of the principal collections on the Mortgage Loans and other principal receipts of the Series Trust towards meeting the shortfall as described in Section 8.6 (“*Principal Draw*”) of the Base Information Memorandum. Principal Draws are to be reimbursed on subsequent Distribution Dates as described in Section 8.10 (“*Payment of the Available Income Amount on each Distribution Date*”) of the Base Information Memorandum.

As at the Preparation Date there are no unreimbursed Principal Draws.

8.6 Liquidity Facility Advances

Please see Section 8.7 (“*Liquidity Facility Advance*”) of the Base Information Memorandum for details regarding the making of drawings under the Liquidity Facility by the Trustee to assist in meeting the balance of any income shortfall on a Determination Date remaining after application of Principal Draws. For a description of the terms on which the Liquidity Facility is provided by the Liquidity Facility Provider, see Section 10.8 (“*The Liquidity Facility*”) of the Base Information Memorandum.

As at the Preparation Date, no drawings have been made under the Liquidity Facility.

8.7 Available Income Amount

This Section 8.7 updates and is to be read in substitution for Section 8.5 (“*Available Income Amount*”) of the Base Information Memorandum.

Payments of interest, fees and amounts otherwise of an income nature, including payments of interest on the Notes, are made from the Available Income Amount.

The “**Available Income Amount**” for a Determination Date and the following Distribution Date means the aggregate of:

- (a) the “**Finance Charge Collections**” for the preceding Collection Period which are the following amounts received by or on behalf of the Trustee during that Collection Period:
 - (i) all amounts received in respect of interest, fees, government charges and other amounts due under the Mortgage Loans but not including principal and any insurance premiums and related charges payable to Commonwealth Bank of Australia;
 - (ii) all amounts of interest in respect of the Mortgage Loans to the extent that the obligation to pay is discharged by a right of set-off or right to combine accounts; and
 - (iii) break costs, but only to the extent that these are not paid to the Fixed Rate Swap Provider or the Class A3 Note Fixed Swap Provider under the relevant swap transaction;
- (b) the “**Mortgage Insurance Income Proceeds**” for that Determination Date. These are amounts received by the Trustee under the Mortgage Insurance Policy which the Manager determines should be accounted for on that Determination Date in respect of a loss of interest, fees, charges and certain property protection and enforcement expenses on a Mortgage Loan which has the benefit of the Mortgage Insurance Policy;
- (c) any Income Reserve Draw due to be made on that Distribution Date;
- (d) any Extraordinary Expense Reserve Draw due to be made on that Distribution Date;¹
- (e) any net amounts receivable by the Trustee under any Interest Rate Swap Agreement on the immediately following Distribution Date (other than, for avoidance of doubt, any collateral posted in accordance with an Interest Rate Swap Agreement and any interest or distributions earned on those funds or other collateral, as applicable);²
- (f) any other amounts received from a Support Facility Provider under a Support Facility Agreement (other than under any Interest Rate Swap Agreement or the Liquidity Facility Agreement) on or prior to that Distribution Date which the Manager determines should be included in the Available Income Amount (other than any amounts already included in the preceding paragraphs of this Section 8.7 (“*Available Income Amount*”));³

¹ As a result of amendments to the Series Supplement made by an Amending Deed dated 12 December 2014. Section 8.5 (“*Determination of the Available Income Amount*”) of the Base Information Memorandum describes the method and order of calculation of the Extraordinary Expense Reserve Draws in determining the Available Income Amount that applied prior to these amendments.

² As a result of amendments to the Series Supplement made by an Amending Deed dated 12 December 2014. Section 8.5 (“*Determination of the Available Income Amount*”) of the Base Information Memorandum describes the method and order of calculation of these amounts in determining the Available Income Amount that applied prior to these amendments.³ As a result of amendments to the Series Supplement made by an Amending Deed dated 12 December 2014. Section 8.5 (“*Determination of the Available Income Amount*”) of the Base Information Memorandum describes the method and order of calculation of these amounts in determining the Available Income Amount that applied prior to these amendments.

³ As a result of amendments to the Series Supplement made by an Amending Deed dated 12 December 2014. Section 8.5 (“*Determination of the Available Income Amount*”) of the Base Information Memorandum

- (g) **“Other Income Amounts”** for that Collection Period which means:
- (i) certain damages or equivalent, including amounts paid by Commonwealth Bank of Australia in respect of breaches of representations or warranties in relation to the Mortgage Loans, in respect of interest or fees on the Mortgage Loans received from the Servicer or Commonwealth Bank of Australia during the Collection Period;
 - (ii) other damages received by the Trustee during the Collection Period from the Servicer, Commonwealth Bank of Australia or any other person and allocated by the Manager as Other Income Amounts;
 - (iii) amounts received upon a sale of the Mortgage Loans in respect of interest or fees if the Series Trust terminates as described under Section 9.1 (*“Termination of the Trust”*) of the Base Information Memorandum;
 - (iv) amounts received from the Seller upon a repurchase of the Mortgage Loans by the Seller on any Distribution Date falling on or after the Call Date (as described in Section 8.26 (*“Optional Redemption of the Notes”*)) of the Base Information Memorandum and which relate to accrued interest on the Mortgage Loans;
 - (v) interest, if any, on the Collections Account (including the Income Reserve and the Extraordinary Expense Reserve) and the GIC Account, and amounts, if any, paid by the Servicer representing interest on collections retained by the Servicer for longer than 5 Business Days after receipt;
 - (vi) income earned on Authorised Short-Term Investments and GIC Authorised Investments;
 - (vii) certain tax credits received by the Trustee during the Collection Period; and
 - (viii) other receipts in the nature of income, as determined by the Manager, received during the Collection Period;
- (h) any advance under the Liquidity Facility Agreement due to be made on that Distribution Date in order to meet a Net Income Shortfall or to be applied on that Distribution Date from a Cash Deposit Advance in accordance with the Liquidity Facility Agreement; and
- (i) any Principal Draws due to be made on that Distribution Date in order to meet a Gross Income Shortfall.

For the purposes of the Series Trust, a **“Gross Income Shortfall”** is the amount by which the aggregate payments to be made by the Trustee under Section 8.10(a) to Section 8.10(l) (*“Payment of the Available Income Amount on a Distribution Date”*) (inclusive) of the Base Information Memorandum from the Available Income Amount on the immediately following Distribution Date exceed the aggregate of the amounts referred to in paragraphs 8.7(a) to 8.7(g) (inclusive). Section 8.6 (*“Principal Draw”*) and Section 11.7 (*“Liquidity Facility Agreement”*) of the Base Information Memorandum are to be construed accordingly.⁴

describes the method and order of calculation of these amounts in determining the Available Income Amount that applied prior to these amendments.

⁴ This paragraph reflects the terms of the Series Supplement as amended by the Amending Deed dated 12 December 2014 referred to in the preceding paragraphs of this Section 8.7.

8.8 Extraordinary Expense Reserve

This Section 8.8 updates and is to be read in substitution for Section 8.9 (“*Extraordinary Expense Reserve*”) of the Base Information Memorandum.

Commonwealth Bank of Australia lent to the Trustee an amount equal to the Extraordinary Expense Reserve Required Amount on the Closing Date to establish the Extraordinary Expense Reserve. The Extraordinary Expense Reserve is a sub-ledger of the Collections Account. Further amounts may be deposited into the Extraordinary Expense Reserve to the extent required under Section 8.10 (“*Payment of the Available Income Amount on a Distribution Date*”) of the Base Information Memorandum.

If, on any Determination Date, the Manager determines that there are any Extraordinary Expenses in respect of the immediately preceding Collection Period, then the Manager must direct the Trustee to apply (and on such direction the Trustee must apply) an amount equal to the lesser of:

- (a) the amount of such Extraordinary Expenses on that day; and
- (b) the balance of the Extraordinary Expense Reserve on that day,

from the Extraordinary Expense Reserve on the following Distribution Date towards payment or reimbursement of those Extraordinary Expenses (“**Extraordinary Expense Reserve Draw**”).⁵

Each Extraordinary Expense Reserve Draw made on any Distribution Date as described above is to be repaid on subsequent Distribution Dates, but only to the extent that there are funds available for this purpose in accordance with Section 8.10 (“*Payment of the Available Income Amount on each Distribution Date*”) of the Base Information Memorandum.

On the Distribution Date on which all Notes are to be redeemed in full, any amounts standing to the balance of the Extraordinary Expense Reserve after any Extraordinary Expense Reserve Draw has been made as described above will be released from the Extraordinary Expense Reserve and repaid to the Seller.

As at the Preparation Date, there are no unreimbursed Extraordinary Expense Reserve Draws.

8.9 Post enforcement payments

For details of the order of allocation of proceeds received by the Security Trustee following an Event of Default and enforcement of the Charge, see Section 10.6(j) (“*Priorities under the Security Trust Deed*”) of the Base Information Memorandum.

⁵ As a result of amendments to the Series Supplement made by an Amending Deed dated 12 December 2014, Section 8.9 (“*Extraordinary Expense Reserve*”) of the Base Information Memorandum describes the operation of the Extraordinary Expense Reserves that applied prior to these amendments.

9 Description of the Transaction Documents

9.1 General

For a summary of the material terms of the Transaction Documents (including the Master Trust Deed, the Series Supplement, the Security Trust Deed, the Liquidity Facility Agreement, the Mortgage Insurance Policies and the Interest Rate Swap Agreement), see Section 10 (“*Description of the Transaction Documents*”) as supplemented by the following paragraphs.

9.2 Expiry of the Class A3 Note Fixed Swap, Income Reserve and GIC Account arrangements on the Class A3 Refinancing Date

(a) Class A3 Note Fixed Swap

The Class A3 Note Fixed Swap will terminate in accordance with its terms on the Class A3 Refinancing Date (with the final payments under that swap transaction to be made between the Trustee and the Class A3 Note Fixed Swap Provider on that day).

(b) Income Reserve

On the Class A3 Refinancing Date any amounts standing to the balance of the Income Reserve after any other required drawing by the Trustee has been made on that day will be released from the Income Reserve and repaid to the Seller. See Section 8.8 (“*Income Reserve*”) of the Base Information Memorandum for further details.

(c) GIC Account

Immediately after issuance of the Class A3-R Notes on the Class A3 Refinancing Date, the entire balance of the GIC Account (if any) will be transferred to the Collection Account and applied towards redemption of the Class A3 Notes on that day. No further amounts will be deposited or credited to the GIC Account after that time. If there is any surplus remaining in the GIC Account after redemption of the Class A3 Notes on the Class A3 Refinancing Date, such surplus amount will be included in the Available Principal Amount for distribution on the following Distribution Date in accordance with Section 8.13 (“*Payment of the Available Principal Amount on each Distribution Date*”) of the Base Information Memorandum.

9.3 Mortgage Insurance

(a) General

Certain Mortgage Loans have the benefit of mortgage insurance pursuant to an applicable high LTV master mortgage insurance policy (a “**High LTV Master Policy**”). The relevant Mortgage Loans are generally those which had a loan-to-value ratio of greater than around 80% at the time that they were originated. Some Mortgage Loans which had a loan to value ratio greater than 80% at the time of origination may not be covered by any mortgage insurance policy, but Commonwealth Bank of Australia may charge the borrower a low deposit premium.

Each High LTV Master Policy is entered into between the Seller and Genworth Financial Mortgage Insurance Pty Limited (“**Mortgage Insurer**”) and, together with each individual Mortgage Insurance Policy issued under the relevant High LTV Master Policy, represents a liability of the Mortgage Insurer. The Seller will equitably

assign its rights under each applicable Mortgage Insurance Policy to the Trustee on the Closing Date.

Each High LTV Master Policy insures the Seller (and following assignment, the Trustee) against losses in respect of the Mortgage Loans insured under the relevant policy. Each borrower paid a single upfront premium for their respective Mortgage Loan to be insured under a Mortgage Insurance Policy (issued pursuant to a High LTV Master Policy) and no further premium is payable by an originator or the Trustee.

Each High LTV Master Policy contains terms and conditions that, if not complied with, may entitle the Mortgage Insurer to refuse to pay a claim in relation to a Mortgage Loan or to reduce the amount payable in relation to any such claim. Such circumstances include (but are not limited to) failure to pay premium payable under the relevant High LTV Master Policy, failure by the Seller or the Trustee to comply with applicable laws, the making of certain variations to a relevant Mortgage Loan which have not been consented to by the Mortgage Insurer or if the relevant Mortgage Loan is wholly or partly unenforceable (including where the relevant borrower has a right of set-off or a counterclaim in any proceedings taken by or on behalf of the Trustee in relation to the Mortgage Loan). In addition, each High LTV Master Policy excludes coverage for any loss arising due to certain events, such as physical damage to the property, war or warlike activities, acts of terrorism or terrorist activities and other similar events.

(b) **Loans insured by Genworth Financial Mortgage Insurance Pty Limited**

Genworth Financial Mortgage Insurance Pty Limited ACN 106 974 305 (“**Genworth**”) is a proprietary company registered in Victoria and limited by shares. Genworth's principal activity is the provision of lenders mortgage insurance which it, and predecessor businesses, have provided in Australia since 1965.

Genworth's ultimate Australian parent company is Genworth Mortgage Insurance Australia Limited ACN 154 890 730, which is a public company listed on the Australian Securities Exchange and registered in Victoria.

The business address of Genworth is Level 26, 101 Miller Street, North Sydney, NSW, 2060, Australia.

10 The Servicer

10.6 General

Please see Section 11 (“*The Servicer*”) of the Base Information Memorandum, as supplemented by the following paragraphs, for information about the role of the Servicer in relation to the Series Trust and the servicing of the Mortgage Loans by Commonwealth Bank of Australia as the current Servicer.

10.1 Commonwealth Bank of Australia’s current servicing arrangements

The day to day servicing of the Mortgage Loans is performed by Commonwealth Bank of Australia, as the current Servicer, at Commonwealth Bank of Australia’s Group Operations division, presently located in Sydney, Brisbane, Melbourne, Adelaide and Perth, and at the retail branches and telephone banking, Internet, Online Applications and marketing centres of Commonwealth Bank of Australia. Servicing procedures undertaken by Group Lending Services (a department within Group Operations) include partial loan security discharges, loan security substitutions and consents for subsequent mortgages as well as other day to day loan maintenance activities. Arrears management is undertaken by the collections area of the Commonwealth Bank of Australia. Customer enquiries are dealt with by the retail branches and telephone banking and marketing centres of Commonwealth Bank of Australia.

10.2 Commonwealth Bank of Australia’s current Collection and Enforcement Procedures

Pursuant to the terms of the Mortgage Loans, borrowers must make the minimum repayment due under the terms and conditions of the Mortgage Loans, on or before each monthly instalment due date. A borrower may elect to make his or her repayments weekly or fortnightly so long as the equivalent of the minimum monthly repayment is received on or before the monthly instalment due date. Borrowers often select repayment dates to coincide with receipt of their salary or other income. In addition to payment to a retail branch by cash or cheque, Mortgage Loan repayments may be made by direct debit to a nominated bank account or direct credit from the borrower’s salary by their employer.

A Mortgage Loan is subject to action in relation to arrears of payment whenever the monthly repayment is not paid by the monthly instalment due date. However, under the terms of the Mortgage Loans, borrowers may prepay amounts which are additional to their required monthly repayments to build up a “credit buffer”, being the difference between the total amount paid by them and the total of the monthly repayments required to be made by them. If a borrower subsequently fails to make some or all of a required monthly repayment, the servicing system will apply the amount not paid against the credit buffer until the total amount of missed payments exceeds the credit buffer. The Mortgage Loan will be considered to be arrears only in relation to that excess.

Commonwealth Bank of Australia’s automated collections system identifies all Mortgage Loan accounts which are in arrears and produces lists of those Mortgage Loans. The collection system allocates overdue loans to designated collection officers within Commonwealth Bank of Australia who take action in relation to the arrears.

Actions taken by Commonwealth Bank of Australia in relation to delinquent accounts will vary depending on a number of elements, including the following and, if applicable, with the input of a mortgage insurer:

- (a) arrears history;

- (b) equity in the property; and
- (c) arrangements made with the borrower to meet overdue payments.

If satisfactory arrangements cannot be made to rectify a delinquent Mortgage Loan, legal notices are issued and recovery action is initiated by Commonwealth Bank of Australia. This includes, if Commonwealth Bank of Australia obtains possession of the mortgaged property, ensuring that the mortgaged property supporting the Mortgage Loan still has adequate general home owner's insurance and that the upkeep of the mortgaged property is maintained. Recovery action is arranged by experienced collections staff in conjunction with internal or external legal advisers. A number of sources of recovery are pursued including the following:

- (a) voluntary sale by the mortgagor;
- (b) guarantees;
- (c) government assistance schemes;
- (d) mortgagee sale;
- (e) claims on mortgage insurance; and
- (f) action against the mortgagor/borrower personally.

It should be noted that the Commonwealth Bank of Australia reports all actions that it takes on overdue Mortgage Loans to the relevant mortgage insurer where required in accordance with the terms of the mortgage insurance policies.

10.3 Collection and Enforcement Process

When a Mortgage Loan becomes delinquent a reminder letter is issued to the borrower to seek full and immediate clearance of all arrears. When this letter is sent depends on the risk profile of the account, but this will generally be in the first seven days. In the absence of successful contact, a phone call is made to the borrower. If the Mortgage Loans have a direct debit payment arrangement and there are sufficient funds available, a sweep of the nominated account is made to rectify the arrears.

If an arrangement has not been entered into to rectify the arrears, a default notice is sent advising the borrower that if the matter is not rectified within a period of 30 days, Commonwealth Bank of Australia is entitled to commence enforcement proceedings without further notice. The days delinquent that the notice is sent is dependent on the risk profile of the account. Generally, a default notice will be sent by day 60. Normally a further notice will be issued to a borrower on an account which is 90 days delinquent advising the borrower that failure to comply within 30 days will result in Commonwealth Bank of Australia exercising its power of sale. At 120 days delinquent, a letter of demand and notice to vacate is issued to the borrower, followed by a statement of claim at 150 days delinquent.

Service of a statement of claim is the initiating process in the relevant Supreme Court.

Once a borrower is served with a statement of claim, the borrower is given up to 40 days to file a notice of appearance and defence and, failing this, Commonwealth Bank of Australia will apply to the court to have judgment entered in its favour. Commonwealth Bank of Australia will then apply for a writ of possession whereby the sheriff will set an eviction date. Appraisals and valuations are ordered and a reserve price is set for sale by way of public auction, tender or private treaty. These time frames assume that the borrower has either taken

no action or has not honoured any commitments made in relation to the delinquency to the satisfaction of the Commonwealth Bank of Australia and the mortgage insurers.

It should also be noted that Commonwealth Bank of Australia's ability to exercise its power of sale on the mortgaged property is dependent upon the statutory restrictions of the relevant state or territory as to notice requirements. In addition, there may be factors outside the control of the mortgagee such as whether the mortgagor contests the sale and the market conditions at the time of sale. These issues may affect the length of time between the decision of Commonwealth Bank of Australia to exercise its power of sale and final completion of the sale.

The collection and enforcement procedures may change from time to time in accordance with business judgment and changes to legislation and guidelines established by the relevant regulatory bodies.

11 Taxation considerations

The following is a summary of the material Australian withholding tax consequences under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, “Australian Tax Act”) the Taxation Administration Act 1953 of Australia and any relevant rulings, judicial decisions or administrative practice, as at the date of this Supplemental Information Memorandum of the purchase, ownership and disposition of the Class A3-R Notes by Noteholders who purchase the Class A3-R Notes on original issuance at the stated offering price and do not hold the Class A3-R Notes as trading stock. It also sets out a summary of certain other Australian tax matters. It is not exhaustive and, in particular, does not deal with the position of certain classes of Noteholders (including, dealers in securities, custodians or other third parties who hold Class A3-R Notes on behalf of any Noteholders).

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

The following is not, and should not be construed as, legal or tax advice. It is a general guide only and each prospective Class A3-R Noteholder should consult his or her own tax advisors concerning the tax consequences, in their particular circumstances, of the purchase, ownership and disposition of the Class A3-R Notes.

11.1 Tax Issues for the Series Trust

The Series Trust will form part of a consolidated group for Australian income tax purposes. Under consolidation, the head company of the consolidated group has the liability to pay the income tax of the group. Further comments on consolidation are in Section 11.4(a) below of this Supplemental Information Memorandum.

11.2 Interest Withholding Tax

(a) Australian interest withholding tax

Australian interest withholding tax imposed under Division 11A of Part III of the Australian Tax Act (“IWT”) will apply in relation to payments of interest (or payments in the nature of interest) on any Class A3-R Notes which are held by a non-resident of Australia (other than a non-resident holding the Notes in carrying on business at or through a permanent establishment in Australia) or a resident holding the Notes in carrying on business at or through a permanent establishment outside Australia unless an exemption is available.

(b) Exemption in section 128F

An exemption from IWT is available, in respect of the Class A3-R Notes issued by the Trustee under section 128F of the Australian Tax Act, if the following conditions are met:

- (i) the Trustee is a company as defined in section 128F(9) (which includes certain companies acting in their capacity as trustee) and a resident of Australia when it issues those 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;

- (ii) those Class A3-R Notes are debentures or debt interests and are issued in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Trustee is offering those Class A3-R Notes for issue. In summary, the five methods are:
 - A. offers to 10 or more unrelated financiers, securities dealers or entities that carry on the business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
 - B. offers to 100 or more investors of a certain type;
 - C. certain offers of listed notes;
 - D. certain offers via publicly available information sources; and
 - E. offers to a dealer, manager or underwriter who offers to sell those Class A3-R Notes within 30 days by one of the preceding methods.
- (iii) the Trustee does not know or have reasonable grounds to suspect, at the time of issue, that those Class A3-R Notes or interests in those Class A3-R Notes were being, or would later be, acquired, directly or indirectly, by an “associate” of the Trustee, except as permitted by section 128F(5) of the Australian Tax Act (see below); and
- (iv) at the time of the payment of interest, the Trustee does not know, or have reasonable grounds to suspect, that the payee is an “associate” of the Trustee, except as permitted by section 128F(6) of the Australian Tax Act (see below).

(c) **Associates**

Since the Trustee is a trustee of a trust, the entities that are “associates” of the Trustee for the purposes of section 128F of the Australian Tax Act include:

- (i) any entity that benefits, or is capable of benefiting, under the trust (“**Beneficiary**”), either directly or through any interposed entities; and
- (ii) if the Beneficiary is a company, an “associate” of that Beneficiary, which would, for these purposes, include:
 - A. a person or entity that holds more than 50% of the voting shares in, or otherwise controls, the Beneficiary;
 - B. an entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, the Beneficiary;
 - C. a trustee of a trust where the Beneficiary is capable of benefiting (whether directly or indirectly) under that trust; and
 - D. a person or entity that is an “associate” of another person or entity that is an “associate” of the Beneficiary under sub-paragraph A above.

However, for the purposes of sections 128F(5) and (6) of the Australian Tax Act (see paragraphs (a)(iii) and (a)(iv) above), the issue of the Class A3-R

Notes to, and the payment of interest to, the following “associates” may still qualify for the exemption from IWT under section 128F:

- (iii) onshore “associates” (ie Australian resident “associates” who do not hold Class A3-R Notes in carrying on business at or through a permanent establishment outside Australia and non-resident “associates” who hold the Class A3-R Notes in carrying on business at or through a permanent establishment in Australia); or
- (iv) offshore “associates” (ie Australian resident “associates” that hold the Class A3-R Notes in carrying on business at or through a permanent establishment outside Australia and non-resident “associates” who do not hold the Class A3-R Notes in carrying on business at or through a permanent establishment in Australia) who are acting in the capacity of:
 - A. in the case of section 128F(5), a dealer, manager or underwriter in relation to the placement of the relevant Notes or a clearing house, custodian, funds manager or responsible entity of a registered scheme; or
 - B. in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme.

(d) **Compliance with section 128F of the Australian Tax Act**

The Class A3-R Notes are “debentures” for the purposes of section 128F of the Australian Tax Act. Interest payable on the Class A3-R Notes would be “interest” for the purposes of the withholding tax provisions.

The Trustee intends to issue the Class A3-R Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

(e) **Exemptions under recent Tax Treaties**

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

In broad terms, those treaties prevent IWT being imposed on payments of interest derived by either:

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

Specified Countries include the United States, the United Kingdom, Germany, France, Finland, Norway, Japan, New Zealand, South Africa and Switzerland.

The Australian Federal Treasury maintains a listing of Australia's double tax conventions which provides details of country, status, withholding tax rate limits and Australian domestic implementation which is available to the public through the Federal Treasury's Department's website.

(f) **No payment of additional amounts**

Despite the fact that the Class A3-R Notes are intended to be issued in a manner which will satisfy the requirements of section 128F of the Australian Tax Act, if the Trustee is at any time 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 Class A3-R Notes, the Trustee is not obliged to pay any additional amounts in respect of such withholding or deduction.

11.3 Other tax matters that are relevant to the Class A3-R Noteholders

Discussed below is a general discussion of certain matters that are relevant to Noteholders, under Australian laws as presently in effect.

(a) **Other taxes**

- (i) *death duties* - no Class A3-R Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- (ii) *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 Class A3-R Notes;
- (iii) *supply withholding tax* - payments in respect of the Class A3-R Notes can be made free and clear of the "supply withholding tax" imposed under Section 12-190 of Schedule 1 to the Taxation Administration Act 1953 of Australia ("**Taxation Administration Act**"); and
- (iv) *garnishee directions* – The Commissioner of Taxation may give a direction under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act or any similar provision requiring the Trustee to deduct or withhold from any payment to any other party (including any Class A3-R Noteholder) any amount in respect of tax payable by that other party. If the Trustee is served with such a direction, the Trustee will comply with that direction and make any deduction or withholding required by that direction.

(b) **Non-Australian Noteholders**

- (i) *income tax* - assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Class A3-R Notes, payments of principal and interest (as defined in section 128A(1AB) of the Australian Tax Act) to a Class A3-R Noteholder, who is a non-resident of Australia and who, during the taxable year, does not hold the Class A3-R Notes in carrying on business at or through a permanent establishment in Australia, will not be subject to Australian income taxes;
- (ii) *gains on disposal or redemption of Class A3-R Notes* - a Noteholder of the Class A3-R Notes, who is a non-resident of Australia and who, during the

taxable year, does not hold the Class A3-R Notes in carrying on business at or through a permanent establishment in Australia, will not be subject to Australian income tax on gains realised during that year on sale or redemption of the Class A3-R Notes, provided such gains do not have an Australian source. A gain arising on the sale of Class A3-R Notes by a non-Australian resident Noteholder to another non-Australian resident where the Class A3-R Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia would not be expected to have an Australian source. In certain cases, a non-resident Class A3-R Noteholder may be able to claim a treaty exemption in relation to Australian sourced gains if there is a relevant double tax convention;

- (iii) *deemed interest* - there are specific rules that can apply to treat a portion of the purchase price of Class A3-R Notes as interest for IWT purposes when certain notes originally issued at a discount or with a maturity premium or which do not pay interest at least annually are sold by a non-Australian noteholder to an Australian resident (who does not acquire them in carrying on business at or through a permanent establishment outside Australia) or a non-resident who acquires them in carrying on business at or through a permanent establishment in Australia. If the Class A3-R Notes are not issued at a discount and do not have a maturity premium, these rules should not apply to the Class A3-R 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 if the Class A3-R Notes had been held to maturity by a non-resident; and
- (iv) *additional withholdings from certain payments to non-residents* - Section 12-315 of Schedule 1 to the Taxation Administration Act gives the Governor-General power to make regulations requiring withholding from certain payments to non-residents. However, section 12-315 expressly provides that the regulations will not apply to interest and other payments which are treated as interest under the 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. The regulations that have so far been promulgated under section 12-315 prior to the date of this Supplemental Information Memorandum are not applicable to any payments in respect of the Notes. Any further regulations also should not apply to repayments of principal under the Class A3-R 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 to the proceeds of any sale of the Class A3-R Notes will need to be monitored; and
- (v) other withholding taxes on payments in respect of Notes:
 - A. Section 12-140 of Schedule 1 to the Taxation Administration Act imposes a type of withholding tax (see paragraph (c)(iii) 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”) or an Australian Business Number (“ABN”) (in certain circumstances) or provided proof of some other exemption (as appropriate). Assuming that the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Class A3-R Notes, then the requirements of Section 12-140 do not apply to payments to a Noteholder of Class

A3-R Notes in registered form who is not a resident of Australia and not holding those Class A3-R Notes in the course of carrying on business at or through a permanent establishment in Australia; and

B. Section 126 of the Australian Tax Act imposes a type of withholding tax on the payment of interest on debentures payable to bearer (other than certain promissory notes) where the issuer fails to disclose to the ATO the names and addresses of the holders. As the Class A3-R Notes are in registered form, any interest payable under the Class A3-R Notes would not be subject to tax under section 126 of the Australian Tax Act; and

(vi) *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. The Trustee intends to issue Class A3-R Notes which should not be characterised as equity interests for the purposes of the tests contained in Division 974. Returns paid on the Class A3-R Notes are expected to be “interest” for the purpose of section 128F of the Australian Tax Act. Accordingly, Division 974 is unlikely to affect the Australian tax treatment of holders of Class A3-R Notes; and

(vii) *mutual assistance in the collection of debts* - The Commissioner of Taxation has some powers to collect a taxation debt on behalf of certain foreign taxation authorities if formally requested to do so, or to take conservancy measures to ensure the collection of that debt. Conservancy is concerned with preventing a taxpaying entity from dissipating their assets when they have a tax related liability. The provisions also treat Australian tax debts collected and remitted to Australia by a foreign tax authority as tax debts collected in Australia. In certain circumstances, any foreign tax liabilities of a non-resident Noteholder of the Class A3-R Notes the subject of the measures may be collected by Australia on behalf of another country.

(c) **Australian Noteholders**

(i) *income tax* - Australian residents or non-Australian residents who hold the Class A3-R Notes in carrying on business at or through a permanent establishment in Australia (“**Australian Noteholders**”), will be assessable for Australian tax purposes on income either received or accrued due to them in respect of the Class A3-R Notes. Whether income will be recognised on a cash receipts, accruals basis, or subject to the taxation of financial arrangements provisions (set out at paragraph (d) below) will depend upon the tax status of the particular Noteholder and the terms and conditions of the Class A3-R Notes. Special rules apply to the taxation of Australian residents who hold the Class A3-R Notes in carrying on business at or through a permanent establishment outside Australia which vary depending on the country in which that permanent establishment is located;

(ii) *gains on disposal of Class A3-R Notes* - Australian Noteholders will be required to include any gain or loss on disposal of the Class A3-R Notes in their taxable income. Special rules apply to the taxation of Australian residents who hold the Class A3-R Notes in the course of carrying on business at or through a permanent establishment outside Australia which vary depending on the country in which that permanent establishment is located;

- (iii) *other withholding taxes on payments in respect of Class A3-R Notes* - Payments to Australian Noteholders of Class A3-R Notes in registered form may be subject to a withholding where the Noteholder does not quote a TFN or ABN or provide proof of an appropriate exemption (as appropriate). The rate of withholding tax under current law is 47% which may be increased by 0.5% from 1 July 2019 where the proposed increase to the Medicare Levy is legislated and enacted; and
- (iv) *taxation of foreign exchange gains and losses* - Divisions 230, 775 and 960 of the Australian Tax Act, together with related regulations, contain rules to deal with the taxation consequences of foreign exchange transactions. As all payments under the Class A3-R Notes will be in Australian dollars, these rules should not apply to the Australian Noteholders.

(d) **Taxation of Financial Arrangements**

The Australian Tax Act contains tax-timing rules for certain taxpayers to bring to account gains and losses from “financial arrangements”. The rules do not alter the rules relating to the imposition of IWT nor override the IWT exemption available under section 128F of the Australian Tax Act.

In addition, the rules do not apply to certain taxpayers or in respect of certain short term “financial arrangements”. They should not, for example, generally apply to Noteholders which are individuals and certain other entities (eg certain superannuation entities and managed investment schemes) which do not meet various turnover or asset thresholds, unless they make an election that the rules apply to their “financial arrangements”. Potential Noteholders of Class A3-R Notes should seek their own tax advice regarding their own personal circumstances as to whether such an election should be made.

11.4 Other tax matters that are relevant to the Series Trust

(a) **Tax Consolidation Rules**

Under the tax consolidation rules, the Series Trust will be a member of a consolidated group. Under consolidation, the transactions entered into by the members of the consolidated group are effectively ignored for certain income tax purposes and attributed to the head company. The head company has the liability to pay the income tax of the group. However, if the head company fails to make a relevant tax payment promptly, then there is (prima facie) joint and several liability on all group members to pay that tax. That joint and several liability can be avoided by allocating the relevant tax obligation to the group members on a reasonable basis under a tax sharing agreement. The Series Trust is party to a tax sharing agreement and such agreement is considered to be a “valid” tax sharing agreement for these purposes.

(b) **Goods and Services Tax**

The issue of the Class A3-R Notes will not give rise to a liability for GST in Australia on the basis that the supply of Class A3-R Notes will comprise either an input taxed financial supply or (in the case of an offshore non-resident subscriber) a GST-free supply. Furthermore, neither the payment of principal or interest by the Series Trust, nor the disposal of the Class A3-R Notes, would give rise to any GST liability on the part of the Series Trust in Australia.

The supply of some services made to the Series Trust are subject to GST.

In relation to the acquisition of these taxable services by the Series Trust:

- (i) In the ordinary course of business, the service provider would charge the Series Trust an additional amount on account of GST unless the agreed fee is already GST-inclusive.
- (ii) The Series Trust would be entitled to full input tax credits to the extent that the acquisition relates to a GST-free supply (i.e. where the subscriber is an offshore non-resident) and, assuming that the Series Trust exceeds the financial acquisitions threshold for the purposes of Division 189 of the GST Act, which is likely to be the case, the Series Trust would not be entitled to a full input tax credit from the ATO to the extent that the acquisition relates to the Series Trust's input taxed supply of issuing Class A3-R Notes (ie Notes issued to:
 - A. Australian residents; or
 - B. to non-residents acting through a fixed place of business in Australia).

In the case of acquisitions which relate to the making of supplies where the Series Trust would not be entitled to full input tax credits, the Series Trust is entitled to a "reduced input tax credit" ("**RITC**") in relation to certain acquisitions prescribed in the GST regulations, but only where the Series Trust is the recipient of the taxable supply and the Series Trust either provides or is liable to provide the consideration for the taxable supply. A RITC is equivalent to 75% of the value of a full input tax credit, except in respect of the acquisition of certain services made by trustees, in which case the reduced input tax credit will be 55% if the trust concerned is a "recognised trust scheme". A trust is not a "recognised trust scheme" if it is a "securitisation entity". On the basis that the Series Trust satisfies the definition of being a "securitisation entity", the Series Trust will not be a "recognised trust scheme" and the RITC available to the Series Trust in respect of the acquisition of services from the Trustee and the Security Trustee will be 75% of the GST payable by the Trustee and Security Trustee respectively. The availability of RITCs will reduce the expenses of the Trust.

- (iii) Where services are provided to the Series Trust by an entity comprising an associate of the Series Trust for income tax purposes, those services are provided for nil or less than market value consideration, and the Series Trust would not be entitled to a full input tax credit, the relevant GST (and any input tax credit) would be calculated by reference to the market value of those services. The associate may be entitled to recover the GST calculated by reference to the market value of the services from the Series Trust. Depending on the nature of the services supplied the Series Trust, if the associate charges the Series Trust GST in relation to those services, the Series Trust may be entitled to partly recover the GST charged to it as a RITC.
- (iv) Where GST is payable on a taxable supply made to the Series Trust in respect of the Series but a full input tax credit is not available, this will mean that less money is available to pay interest on the Class A3-R Notes or other liabilities of the Series Trust.

In the case of supplies which are not connected with the "indirect tax zone" and which are acquired for the purposes of the Series Trust's business, these may attract a liability for Australian GST if they are supplies of a kind which would have been

taxable if they occurred in Australia and if the Series Trust would not have been entitled to a full input tax credit if the supply had been performed in Australia. This is known as the “reverse charge” rule. Where the rule applies, the liability to pay GST to the ATO falls not on the supplier, but on the Series Trust.

Changes to the test for when a supply is considered to be “connected with the indirect tax zone” in section 9-25 of the GST Act were introduced by the *Tax and Superannuation Laws Amendment (2016 Measures No. 1)* Act 2016 (Cth). The changes will apply to supplies made on or after 1 October 2016 and will, in some respects, effectively reduce the breadth of the “connected with the indirect tax zone” test. This means that there are more circumstances which may arise where the Series Trust may itself be liable for GST under the compulsory “reverse charge” provisions in Division 84 of the GST Act.

Where services are performed offshore for the Series Trust and the supplies relate solely to the issue of Class A3-R Notes by the Series Trust to Australian non-residents who subscribe for the Class A3-R Notes through a fixed place of business outside Australia, the “reverse charge” rule should not apply to these offshore supplies. This is because the Series Trust would have been entitled to a full input tax credit for the acquisition of these supplies if the supplies had been performed in Australia, as the supplies would be GST-free and not taxable.

(c) **Taxation of trusts**

The Australian Government has proposed to amend the rules relating to the taxation of trusts in Division 6 of Part III of the Australian Tax Act. It is not currently expected that the outcome of the Government’s reform of the taxation of trusts should adversely affect the tax treatment of the Trust, however, any proposed changes should be monitored.

On 5 May 2016, the Tax Laws Amendment (*New Tax System for Managed Investment Trusts*) Act 2016 (the “Act”) received Royal Assent. The Act introduced a new managed investment trust regime with effect from 1 July 2016. These amendments only apply to qualifying attribution managed investment trusts (“AMIT”) and should not affect the Trust.

The Act also amended the definition of exempt entities for the purpose of identifying a public unit trust for the purpose of Division 6C of the Australian Tax Act with effect from 1 July 2016. This change should not adversely affect the Trust.

12 Ratings of the Class A3-R Notes

The issuance of the Class A3-R Notes will be conditioned on obtaining ratings of AAA(sf) by S&P and AAAsf by Fitch Ratings. You should independently evaluate the security ratings of the Class A3-R Notes from similar ratings on other types of securities. A security rating is not a recommendation to buy, sell or hold securities. A rating does not address the market price or suitability of the Class A3-R Notes for an investor. A rating may be subject to revision or withdrawal at any time by the Rating Agencies. The rating does not address the expected schedule of principal repayments other than to say that principal will be returned no later than the Final Maturity Date. None of the Rating Agencies have been involved in the preparation of this Supplemental Information Memorandum.

13 Selling Restrictions

No action has been taken by the Trustee or the Lead Manager which would or is intended to permit a public offer of the Class A3-R Notes in any country or jurisdiction where action for that purpose is required. Neither this Supplemental Information Memorandum, the Base Information Memorandum nor any other 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 which will result in compliance with applicable laws and regulations.

13.1 US Selling Restrictions

The Class A3-R Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (“**Securities Act**”) and the Trustee 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**”). An interest in the Class A3-R Notes may not be offered or sold within the United States 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.

13.2 Australia

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Class A3-R Notes has been or will be lodged with ASIC and:

- (a) no invitation or offer, directly or indirectly, of the Class A3-R Notes has been or will be made for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) no Information Memorandum or any other offering material or advertisement relating to any Class A3-R Notes in Australia may be distributed or published; and
- (c) any person to whom Class A3-R Notes (or an interest in them) are issued or sold must not, make such an offer or distribute or publish any such document,

unless, in either case:

- (i) either (x) the minimum aggregate consideration payable by each offeree or invitee on acceptance of the offer is at least A\$500,000 (or its equivalent in an alternate currency) (disregarding monies lent by the offeror or its associates), (y) the offer is to a professional investor for the purposes of section 708 of the Corporations Act, or (z) the offer does not otherwise require disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a Retail Client;
- (iii) such action complies with other applicable laws and directives in Australia (including, without limitation the financial services licensing requirements of the Corporations Act); and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

13.3 European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) no person may make an offer of Class A3-R Notes to the public in that Relevant Member State other than:

- (a) to any legal entity which is a “qualified investor” as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Trustee for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Class A3-R Notes shall require the Trustee or any dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Class A3-R Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Class A3-R Notes to be offered so as to enable an investor to decide to purchase or subscribe the Class A3-R Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended, including Directive 2010/73/EU) and includes any relevant implementing measure in each Relevant Member State. The expression “**European Economic Area**” means the European Union. The expression “**Member State of the European Economic Area**” means any Member State of the European Union plus Iceland, Norway and Liechtenstein.

The Class A3-R Notes are not intended, from 1 January 2018, to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area. For these purposes, a “**retail investor**” means a person who is one (or more) of: (1) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MIFID II**”); or (2) a customer within the meaning of Directive 2002/92/EC (“**IMD**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MIFID II; or (3) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document as required by Regulation (EU) No 1286/2014 (the “**PRIIPS Regulation**”) for offering or selling the Class A3-R Notes or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the Class A3-R Notes or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPS Regulation.

13.4 The Republic of Ireland

No person may:

- (a) offer or sell any Class A3-R Notes, except in accordance with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 (“**Prospectus Regulations**”) and the provisions of the Irish Companies Act 1963-2005 (as amended) and any rules

issued under section 51 of the Irish Investment Funds, Companies and Miscellaneous Provisions Act 2005 by the Central Bank of Ireland;

- (b) offer or sell any Class A3-R Notes other than in compliance with the provisions of the Market Abuse (Directive 2003/6/EU) Regulations 2005 (Ireland) and any rules issued under section 34 of the Irish Investment Funds, Companies and Miscellaneous Provisions Act 2005 by the Central Bank of Ireland;
- (c) underwrite the issue of, or place, the Class A3-R Notes in the Republic of Ireland, otherwise than in conformity with the provisions of the Central Bank Acts 1942-2011 (Ireland) (as amended) and any codes of conduct made under Section 117(1) thereof; and
- (d) underwrite the issue or place the Class A3-R Notes otherwise than in accordance with the provisions of the Irish Investment Intermediaries Act 1995 (as amended), including without limitation section 9, 23 (including any advertising restrictions made under that section), 50 and 37 (including any codes of conduct issued under that section) and the provisions of the Irish Investor Compensation Act 1998, including without limitation, section 21.

13.5 The United Kingdom

Each person subscribing for the Class A3-R Notes:

- (a) may only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (“**FSMA**”)) received by it in connection with the issue or sale of any Class A3-R Notes in circumstances in which section 21(1) of the FSMA does not apply to the Trustee; and
- (b) must comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Class A3-R Notes in, from or otherwise involving the United Kingdom.

13.6 Hong Kong

No person may:

- (a) offer or sell and in the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”), by means of any document, any Class A3-R Notes other than (i) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) as amended (“**SFO**”) and any rules made under the SFO; or (ii) in circumstances which do not result in the document being a “prospectus” within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) (“**CWMO**”) or which do not constitute an offer to the public within the meaning of the CWMO; and
- (b) unless permitted to do so under the laws of Hong Kong, issue or have in its possession for the purpose of issue (in each case whether in Hong Kong or elsewhere), any advertisement, invitation, offering material or document relating to the Class A3-R Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong other than with respect to the Class A3-R 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 that Ordinance.

13.7 Japan

The Class A3-R 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 and reviewed) (the “**Financial Instruments and Exchange Act**”) and, accordingly, no person may offer or sell any Class A3-R Notes, directly or indirectly, in Japan or to, or for the account or benefit of, any resident of Japan (which term as used herein 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 of Japan (Act No. 228 of 1949), including any corporation having its principal office in or other entity organised under the laws 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), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan 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 governmental and regulatory authorities and in effect at the relevant time.

13.8 New Zealand

No person may offer for sale or transfer or directly or indirectly offer for sale or transfer any Class A3-R Notes in a manner that makes the Class A3-R Notes the subject of a regulated offer for the purposes of the Financial Markets Conduct Act 2013 of New Zealand (the “**FMCA**”). In particular, the Class A3-R Notes have and will only be offered or transferred either:

- (a) to persons who are “wholesale investors” as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the FMCA, 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 FMCA; or
- (b) in other circumstances where there is no contravention of the FMCA, provided that (without limiting paragraph (a) above) Class A3-R Notes may not be offered or transferred to any “eligible investors” (as defined in the FMCA) or any person that meets the investment activity criteria specified in clause 38 of Schedule 1 to the FMCA.

No person must distribute this Supplemental Information Memorandum, any series supplement or other Transaction Document, terms or any information or other material that may constitute an advertisement (as defined in the FMCA) in relation to any offer of the Class A3-R Notes in New Zealand other than to any such persons as referred to in the applicable paragraphs above.

13.9 Switzerland

This Supplemental Information Memorandum does not constitute a prospectus within the meaning of Article 652A of the Swiss Code of Obligations and Article 1156 et seq. of the

Swiss Code of Obligations. The Class A3-R Notes may not be publicly offered or distributed in or from Switzerland, and neither the Supplemental Information Memorandum, the final Supplemental Information Memorandum nor any other offering materials relating to any of the Class A3-R Notes may be publicly distributed in connection with any such offering or distribution.

This Supplemental Information Memorandum does not constitute a public offering prospectus as that term is understood pursuant to Article 1156 et seq. of the Code of Obligations. The Trustee has not applied for a listing of the Class A3-R Notes on the SIX Swiss Exchange and as a result, the information set out in this Supplemental Information Memorandum does not necessarily comply with the information standards set out in the relevant listing rules. The Class A3-R Notes will not be publicly offered or sold in Switzerland. No person may publicly offer or distribute the Class A3-R Notes in or from Switzerland, and neither the preliminary Supplemental Information Memorandum, the final Supplemental Information Memorandum nor any other offering materials relating to any of the Class A3-R Notes may be publicly distributed in connection with any such offering or distribution.

13.10 Singapore

This Supplemental Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore, as amended (the “**Securities and Futures Act**”) and the Class A3-R Notes will be offered pursuant to exemptions. The Class A3-R Notes must not be offered or sold or made the subject of an invitation for subscription or purchase nor may this Supplemental Information Memorandum or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Class A3-R Notes be circulated or distributed, whether directly or indirectly, to the public or any member of the public in Singapore other than (a) to an institutional investor pursuant to section 274 of the Securities and Futures Act, (b) to a relevant person pursuant to Section 275(1) of the Securities and Futures Act, or any person pursuant to section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in section 275 of the Securities and Futures Act, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Class A3-R Notes are subscribed or purchased in reliance on an exemption under Section 274 or 275 of the Securities and Futures Act, the Class A3-R Notes must not be sold within the period of six months from the date of the initial acquisition of the Class A3-R Notes, except to any of the following persons:

- (a) an institutional investor (as defined in Section 4A of the Securities and Futures Act);
- (b) a relevant person (as defined in Section 275(2) of the Securities and Futures Act); or
- (c) any person pursuant to an offer referred to in Section 275(1A) of the Securities and Futures Act,

unless expressly specified otherwise in Section 276(7) of the Securities and Futures Act or Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Each of the following relevant persons specified in section 275 of the Securities and Futures Act which has subscribed or purchased Class A3-R Notes from and through that person, namely a person who is:

- (a) a corporation (which is not an accredited investor as defined in section 4A of the Securities and Futures Act) 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,

should note that shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Class A3-R Notes under section 275 of the Securities and Futures Act except:

- (i) to an institutional investor (for corporations, under section 274 of the Securities and Futures Act) or to a relevant persons defined in section 275(2) of the Securities and Futures Act and in accordance with the conditions specified in section 275 of the Securities and Futures Act;
- (ii) (in the case of a corporation) where the transfer arises from an offer referred to in section 276(3)(i)(B) of the Securities and Futures Act or (in the case of a trust) where the transfer arises from an offer referred to in Section 276(4)(i)(B) of the Securities and Futures Act;
- (iii) where no consideration is or will be given for the transfer;
- (iv) where the transfer is by operation of law; or
- (v) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

13.11 Republic of China

The Class A3-R Notes may not be sold or offered in the Republic of China and may only be offered and sold to Republic of China resident investors from outside the Republic of China in such a manner as complies with securities laws and regulations applicable to such cross border activities in the Republic of China.

13.12 General

These selling restrictions may be modified with the agreement of the Manager and the Lead Manager 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 interpretation or administration.

14 Listing on a stock exchange

14.1 Application for Listing

Subject to investor demand and other considerations, Securitisation Advisory Services Pty Limited, as Manager, may in its discretion apply to list the Class A3-R Notes on a stock exchange and admission to trading on any regulated market or unregulated markets, although as at the Preparation Date the Manager has no intention of doing so. There can be no assurance that any approval from a stock exchange in respect of the listing of any Class A3-R Notes, if sought, will be obtained and accordingly the issuance and settlement of the Class A3-R Notes on the Class A3 Refinancing Date is not conditional on the listing of any Class A3-R Notes on any stock exchange. If any such application for listing and/or trading is made, Perpetual Trustee Company Limited will not be taken to have authorised or made the application. If any listing application is in fact made, there can be no assurance that such listing will be granted.

14.2 Additional Information

If and for so long as any Class A3-R Notes are listed on a stock exchange and the rules of that stock exchange so require, copies of notices to holders of the listed Class A3-R Notes must be forwarded in final form to the appropriate office of that stock exchange, no later than the day of dispatch and copies of any Transaction Documents required to be made publicly available will be made available during normal business hours at the registered office of the Manager or any listing agent appointed by the Manager for the purposes of listing on a stock exchange.

If any application is to be made for listing of any Class A3-R Notes on a stock exchange, the Manager will undertake that, for as long as any of those Class A3-R Notes are listed on a stock exchange, it will notify that stock exchange of any material amendment to any Transaction Document and if any party to any Transaction Document resigns or is replaced, together with details of any relevant replacement party.

The Series Trust was established on 22 February 2013 in the State of New South Wales, Australia by the Trustee, the Manager, Commonwealth Bank of Australia as the Servicer and the Seller, executing a series supplement and the Manager settling A\$100 on the Trustee. The Series Trust is governed by the laws of New South Wales, Australia. The Series Trust is a special purpose entity established to issue Notes and, in the case of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes, the Class B Notes and the Class C Notes, to apply the proceeds thereof to acquire the Mortgage Loans from the Seller and to hold the Mortgage Loans in accordance with the Transaction Documents.

As at the Preparation Date, the Series Trust has no borrowings or financial indebtedness other than in respect of the Class A Notes, the Class B Notes and the Class C Notes as set out in Section 2.2 (“Summary of the Notes”) of this Supplemental Information Memorandum.

The Trustee is not involved in any litigation, arbitration or governmental proceedings which may have, or have had during the 12 months preceding the date of this Supplemental Information Memorandum, a significant effect on the Trustee’s financial position nor, as far as the Trustee is aware, are any such litigation, arbitration or governmental proceedings pending or threatened.

The Series Trust is not required by Australian law and does not intend to publish annual reports and accounts.

The Manager is the administrator of the Series Trust. The Manager can be contacted on +61 2 9118 7214. The Trustee can be contacted on + 61 2 9229 9000.

15 Transaction Documents

The documents referred to below are the Transaction Documents in respect of the Series Trust:

- (a) the Master Trust Deed between the Trustee and the Manager, dated 8 October 1997 (as amended);
- (b) the Series Supplement between the Trustee, the Manager and Commonwealth Bank of Australia (as the Seller and the Servicer), dated 22 February 2013 (as amended by an amending deed dated 12 December 2014);
- (c) the Security Trust Deed between the Trustee, the Manager and the Security Trustee, dated 22 February 2013;
- (d) the Liquidity Facility Agreement between the Trustee, the Manager and the Liquidity Facility Provider, dated 22 February 2013;
- (e) the GIC Account Agreement between the Trustee, the Manager, the Security Trustee and the GIC Account Provider, dated 22 February 2013;
- (f) the basis swaps and fixed rate swaps between the Trustee, the Manager, the Basis Swap Provider, the Fixed Rate Swap Provider and the Class A3 Note Fixed Swap Provider dated on or about 25 February 2013, entered into pursuant to the ISDA Master Agreement, related schedule and each credit support annex between the Trustee, the Manager, the Basis Swap Provider, the Fixed Rate Swap Provider and the Class A3 Note Fixed Swap Provider dated as of 25 February 2013;
- (g) the Dealer Agreement between the Trustee, the Manager, the Arranger and each person named in the Base Information Memorandum as a “Dealer”, dated 22 February 2013; and
- (h) the Dealer Agreement in relation to the Class A3-R Notes between the Trustee, the Manager and the Lead Manager, dated 14 February 2018, which together with the Dealer Agreement described in paragraph (g) above, is a “**Dealer Agreement**” for the purposes of the Series Trust.

Directory

Trustee	Perpetual Trustee Company Limited Level 18, 123 Pitt Street Sydney NSW 2000
Security Trustee	P.T. Limited Level 18, 123 Pitt Street Sydney NSW 2000
Manager	Securitisation Advisory Services Pty. Limited Ground Floor Darling Park Tower 1 201 Sussex Street Sydney NSW 2000
Liquidity Facility Provider and Interest Rate Swap Provider	Commonwealth Bank of Australia Ground Floor Darling Park Tower 1 201 Sussex Street Sydney NSW 2000
Seller	Commonwealth Bank of Australia Ground Floor Darling Park Tower 1 201 Sussex Street Sydney NSW 2000
Servicer	Commonwealth Bank of Australia Ground Floor Darling Park Tower 1 201 Sussex Street Sydney NSW 2000
Lead Manager	Commonwealth Bank of Australia Ground Floor Darling Park Tower 1 201 Sussex Street Sydney NSW 2000
Arranger and Bookrunner	Commonwealth Bank of Australia Ground Floor Darling Park Tower 1 201 Sussex Street Sydney NSW 2000

**Solicitors to Commonwealth Bank of
Australia and Securitisation Advisory
Services Pty. Limited**

King & Wood Mallesons
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000

Appendix A

Mortgage Loan Information

Subsequent to the Closing Date, certain existing Mortgage Loans were split into multiple Mortgage Loans in order to accommodate Borrower requests, including in relation to fixing interest rates.

For the purposes of calculating the summary of the characteristics of the Mortgage Loan pool above:

- statistics in relation to:
 - the “*Total Security Valuation*” calculations in each table; and
 - the “*Weighted Average Current LTV (%)*” calculations in in the “*Pool Profile by Current Loan to Value Ratio (LTV)*” table,

are determined as if all Mortgage Loans from a single Borrower constitute one single consolidated loan secured by all properties securing those Mortgage Loans, with the security valuations for the relevant properties securing the original Mortgage Loan and the split Mortgage Loan being allocated to the original Mortgage Loan; and

- for all other purposes, each Mortgage Loan is treated as an individual loan with:
 - any Mortgage Loan split into multiple Mortgage Loans as separate loans;
 - the new Mortgage Loan is taken to be originated as at the date the original Mortgage Loan was split;
 - the original Mortgage Loan is taken to have been repaid by the amount of the balance of the newly created Mortgage Loan.

Pool Profile by Originator

The Originator	No. of Loans	Total Loan Balance (A\$)	% by Loan Balance	Weighted Average Interest Rate (%)	Weighted Average Current LTV (%)	Weighted Average Term to Maturity (in months)
Commonwealth Bank	3,345	488,295,937	65.28%	4.64%	45.41%	240
Commonwealth Bank approved mortgage- broker originated (Colonial Brand)	1,436	259,721,255	34.72%	4.59%	49.48%	250
Total:	4,781	748,017,192	100.00%	4.62%	46.82%	243

Pool Profile by Year of Origination (Quarterly)

<u>Year of Origination</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
2002Q1	14	6,894,928	2,039,731	41.28%	145,695	0.27%
2002Q2	29	13,837,147	2,414,001	26.47%	83,241	0.32%
2002Q3	34	16,208,214	3,219,732	33.05%	94,698	0.43%
2002Q4	23	10,951,635	1,721,035	29.36%	74,828	0.23%
2003Q1	11	5,461,688	1,022,390	23.40%	92,945	0.14%
2003Q2	22	12,651,001	2,233,874	28.09%	101,540	0.30%
2003Q3	39	19,457,866	5,607,159	38.27%	143,773	0.75%
2003Q4	35	15,772,083	3,781,919	34.91%	108,055	0.51%
2004Q1	31	18,292,670	3,749,314	32.01%	120,946	0.50%
2004Q2	47	24,967,902	5,274,620	33.92%	112,226	0.71%
2004Q3	58	29,595,852	5,967,998	32.12%	102,897	0.80%
2004Q4	75	38,389,149	9,597,777	35.38%	127,970	1.28%
2005Q1	57	27,697,605	6,034,054	34.75%	105,861	0.81%
2005Q2	88	43,456,742	10,994,568	38.27%	124,938	1.47%
2005Q3	92	45,422,763	12,399,826	37.50%	134,781	1.66%
2005Q4	135	64,937,450	15,678,899	37.60%	116,140	2.10%
2006Q1	127	60,975,111	17,591,366	42.87%	138,515	2.35%
2006Q2	168	82,178,048	23,491,342	41.03%	139,829	3.14%
2006Q3	141	69,339,509	16,593,645	36.85%	117,685	2.22%
2006Q4	91	41,370,997	10,377,011	35.95%	114,033	1.39%
2007Q1	205	96,610,395	29,256,144	43.50%	142,713	3.91%
2007Q2	223	108,616,338	34,362,338	44.19%	154,091	4.59%
2007Q3	231	105,654,237	33,547,672	43.65%	145,228	4.48%
2007Q4	221	109,378,020	36,069,508	45.35%	163,210	4.82%
2008Q1	162	65,738,375	22,097,438	48.16%	136,404	2.95%
2008Q2	164	72,539,096	25,674,323	47.27%	156,551	3.43%
2008Q3	159	67,357,695	23,799,669	48.69%	149,683	3.18%
2008Q4	176	78,606,267	29,404,984	49.76%	167,074	3.93%
2009Q1	150	67,377,773	28,024,775	54.77%	186,832	3.75%
2009Q2	175	78,171,653	33,667,704	53.33%	192,387	4.50%

<u>Year of Origination</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
2009Q3	143	71,305,147	30,423,326	53.36%	212,751	4.07%
2009Q4	85	44,777,515	19,151,731	54.88%	225,314	2.56%
2010Q1	95	47,084,179	19,784,124	53.31%	208,254	2.64%
2010Q2	92	39,224,660	18,237,550	61.73%	198,234	2.44%
2010Q3	72	33,545,071	16,111,890	59.41%	223,776	2.15%
2010Q4	79	45,551,282	16,511,513	56.77%	209,006	2.21%
2011Q1	53	24,469,222	10,592,164	53.77%	199,852	1.42%
2011Q2	118	63,197,218	23,766,524	51.60%	201,411	3.18%
2011Q3	189	80,701,379	33,826,658	52.66%	178,977	4.52%
2011Q4	233	111,255,249	46,613,464	51.81%	200,058	6.23%
2012Q1	191	89,771,062	26,965,154	40.88%	141,179	3.60%
2012Q2	139	43,040,715	11,350,763	37.80%	81,660	1.52%
2013Q1	4	4,058,841	780,679	46.17%	195,170	0.10%
2013Q2	21	14,339,989	3,556,546	33.89%	169,359	0.48%
2013Q3	14	12,044,348	3,003,133	41.01%	214,509	0.40%
2013Q4	9	4,344,700	1,126,983	30.44%	125,220	0.15%
2014Q1	7	3,815,000	1,176,185	41.64%	168,026	0.16%
2014Q2	6	3,263,404	955,518	33.11%	159,253	0.13%
2014Q3	16	10,512,381	3,335,891	35.69%	208,493	0.45%
2014Q4	6	4,247,393	888,999	23.27%	148,166	0.12%
2015Q1	3	1,800,000	522,177	30.58%	174,059	0.07%
2015Q2	3	2,490,000	531,705	25.59%	177,235	0.07%
2015Q3	4	1,501,400	346,043	29.41%	86,511	0.05%
2015Q4	2	1,400,000	244,091	23.81%	122,045	0.03%
2016Q1	2	946,905	479,168	55.64%	239,584	0.06%
2016Q2	1	479,000	83,679	17.47%	83,679	0.01%
2016Q3	1	423,000	190,574	45.05%	190,574	0.03%
2016Q4	1	341,201	183,885	53.89%	183,885	0.02%
2017Q1	2	2,865,000	247,743	10.40%	123,872	0.03%
2017Q2	3	1,098,500	273,997	35.80%	91,332	0.04%
2017Q3	3	2,330,570	762,674	33.64%	254,225	0.10%

<u>Year of Origination</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
2017Q4	1	1,000,000	297,844	29.78%	297,844	0.04%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Geographic Distribution

Region	No. of Loans	Total Security Valuations (A\$)	Total Loan Balance (A\$)	Weighted Average Current LTV (%)	Average Loan Balance (A\$)	% by Loan Balance
Australian Capital Territory						
Metro.....	62	32,818,647	8,753,178	39.67%	141,180	1.17%
New South Wales						
Inner City....	16	11,740,529	4,375,501	57.47%	273,469	0.58%
Metro.....	856	531,347,607	150,358,513	41.12%	175,652	20.10%
Non Metro....	568	222,925,321	80,653,735	49.05%	141,996	10.78%
Northern Territory						
Metro.....	39	18,559,784	6,839,946	49.93%	175,383	0.91%
Non Metro...	8	3,683,000	1,606,963	54.63%	200,870	0.21%
Queensland						
Inner City...	4	1,902,250	1,009,890	56.06%	252,473	0.14%
Metro.....	469	223,126,955	82,988,451	50.63%	176,948	11.09%
Non Metro...	350	137,195,331	52,959,266	51.04%	151,312	7.08%
South Australia						
Inner City....	6	2,172,922	751,073	43.08%	125,179	0.10%
Metro.....	314	128,609,505	45,792,071	50.34%	145,835	6.12%
Non Metro...	70	21,233,769	9,832,438	57.24%	140,463	1.31%
Tasmania						
Inner City...	9	3,720,500	1,161,249	40.03%	129,028	0.16%
Metro.....	73	25,135,348	10,573,676	55.11%	144,845	1.41%
Non Metro...	71	19,734,889	8,574,597	55.42%	120,769	1.15%
Victoria						
Inner City...	36	15,481,261	6,641,164	53.07%	184,477	0.89%
Metro.....	1,083	536,901,906	160,215,450	43.43%	147,937	21.42%
Non Metro...	308	102,346,809	37,494,423	48.74%	121,735	5.01%
Western Australia						
Inner City....	7	2,804,500	1,818,273	67.79%	259,753	0.24%
Metro.....	343	186,282,406	60,669,833	46.03%	176,880	8.11%
Non Metro...	87	36,709,629	14,625,836	56.22%	168,113	1.96%
Unclassified	2	699,672	321,664	46.05%	160,832	0.04%
Total for all Regions	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Balance Outstanding

Current Loan Balance (A\$)	No. of Loans	Total Security Valuations (A\$)	Total Loan Balance (A\$)	Weighted Average Current LTV (%)	Average Loan Balance (A\$)	% by Loan Balance
0.00 < \$A <= 50,000.00	758	323,508,215	15,871,127	11.00%	20,938	2.12%
50,000.00 < \$A <= 100,000.00	827	334,004,951	62,546,523	24.00%	75,631	8.36%
100,000.00 < \$A <= 150,000.00	997	403,917,564	125,383,102	37.38%	125,760	16.76%
150,000.00 < \$A <= 200,000.00	880	381,001,108	152,677,352	46.69%	173,497	20.41%
200,000.00 < \$A <= 250,000.00	566	275,885,190	126,167,591	52.54%	222,911	16.87%
250,000.00 < \$A <= 300,000.00	313	182,786,322	85,415,204	54.75%	272,892	11.42%
300,000.00 < \$A <= 350,000.00	177	116,152,543	56,899,940	57.17%	321,469	7.61%
350,000.00 < \$A <= 400,000.00	99	68,358,690	36,805,874	59.44%	371,776	4.92%
400,000.00 < \$A <= 450,000.00	62	57,095,045	26,257,093	52.78%	423,501	3.51%
450,000.00 < \$A <= 500,000.00	30	26,379,929	14,298,579	60.56%	476,619	1.91%
500,000.00 < \$A <= 550,000.00	12	11,462,779	6,363,959	60.92%	530,330	0.85%
550,000.00 < \$A <= 600,000.00	23	32,390,400	13,237,940	49.11%	575,563	1.77%
600,000.00 < \$A <= 650,000.00	13	17,640,721	8,085,759	57.58%	621,981	1.08%
650,000.00 < \$A <= 700,000.00	9	12,573,134	6,046,251	53.95%	671,806	0.81%
700,000.00 < \$A <= 750,000.00	5	6,019,950	3,613,583	64.04%	722,717	0.48%
750,000.00 < \$A <= 800,000.00	3	3,406,000	2,336,820	69.65%	778,940	0.31%
800,000.00 < \$A <= 850,000.00	4	6,645,000	3,301,207	51.35%	825,302	0.44%
850,000.00 < \$A <= 900,000.00	2	4,705,000	1,749,294	37.64%	874,647	0.23%
950,000.00 < \$A <= 1,000,000.00	1	1,200,000	959,994	80.00%	959,994	0.13%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Current Loan to Value Ratio (LTV)

<u>Current LTV (%)</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
0.00 < LVR <= 5.00	396	212,321,964	3,607,396	3.32%	9,110	0.48%
5.00 < LVR <= 10.00	248	152,274,886	11,492,262	7.79%	46,340	1.54%
10.00 < LVR <= 15.00	291	170,792,199	21,558,529	12.77%	74,084	2.88%
15.00 < LVR <= 20.00	339	185,183,123	32,557,562	17.70%	96,040	4.35%
20.00 < LVR <= 25.00	352	182,060,816	41,026,162	22.63%	116,552	5.48%
25.00 < LVR <= 30.00	372	188,784,381	51,974,094	27.60%	139,715	6.95%
30.00 < LVR <= 35.00	376	185,165,224	59,947,984	32.44%	159,436	8.01%
35.00 < LVR <= 40.00	371	176,930,287	66,197,076	37.47%	178,429	8.85%
40.00 < LVR <= 45.00	340	158,531,707	67,180,241	42.43%	197,589	8.98%
45.00 < LVR <= 50.00	347	149,562,010	70,730,582	47.34%	203,835	9.46%
50.00 < LVR <= 55.00	281	111,293,240	58,394,511	52.51%	207,810	7.81%
55.00 < LVR <= 60.00	274	105,790,058	60,802,865	57.51%	221,908	8.13%
60.00 < LVR <= 65.00	224	82,999,309	51,760,021	62.39%	231,072	6.92%
65.00 < LVR <= 70.00	200	76,470,299	51,483,664	67.36%	257,418	6.88%
70.00 < LVR <= 75.00	139	47,113,174	34,111,682	72.44%	245,408	4.56%
75.00 < LVR <= 80.00	136	49,554,742	38,653,403	78.03%	284,216	5.17%
80.00 < LVR <= 85.00	41	12,210,620	9,979,739	81.75%	243,408	1.33%
85.00 < LVR <= 90.00	26	8,163,979	7,145,202	87.55%	274,815	0.96%
90.00 < LVR <= 95.00	19	7,095,243	6,523,737	91.96%	343,355	0.87%
95.00 < LVR <= 100.00	3	1,257,280	1,207,758	96.06%	402,586	0.16%
100.00 < LVR <= 105.00	3	646,600	661,699	102.34%	220,566	0.09%
105.00 < LVR <= 110.00	2	731,400	785,645	107.42%	392,823	0.11%
115.00 < LVR <= 120.00	1	200,000	235,378	117.69%	235,378	0.03%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Year of Maturity

<u>Maturity Year</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
2018	1	462,018	3,495	0.76%	3,495	0.00%
2019	3	951,500	25,134	4.21%	8,378	0.00%
2020	6	3,756,500	245,813	19.98%	40,969	0.03%
2021	12	4,967,443	379,185	13.24%	31,599	0.05%
2022	20	9,296,988	797,466	13.81%	39,873	0.11%
2023	22	10,150,656	1,979,341	34.58%	89,970	0.27%
2024	28	11,296,270	1,870,749	28.87%	66,812	0.25%
2025	26	11,229,868	1,717,358	29.15%	66,052	0.23%
2026	42	23,608,489	4,560,690	34.52%	108,588	0.61%
2027	56	21,537,360	4,548,122	34.70%	81,216	0.61%
2028	46	22,886,043	4,062,348	29.09%	88,312	0.54%
2029	38	18,247,038	3,891,515	30.31%	102,408	0.52%
2030	52	29,469,553	5,341,477	35.09%	102,721	0.71%
2031	62	27,273,483	6,672,074	32.69%	107,614	0.89%
2032	130	63,690,580	15,036,554	36.15%	115,666	2.01%
2033	134	63,120,916	15,231,832	34.23%	113,670	2.04%
2034	212	105,952,023	27,851,030	38.73%	131,373	3.72%
2035	346	165,654,967	43,852,970	38.30%	126,743	5.86%
2036	523	253,106,510	74,750,436	43.05%	142,926	9.99%
2037	721	346,476,114	110,008,050	43.50%	152,577	14.71%
2038	610	264,328,727	96,496,518	48.99%	158,191	12.90%
2039	520	246,234,757	103,176,052	52.74%	198,415	13.79%
2040	334	164,595,041	73,038,831	57.41%	218,679	9.77%
2041	416	198,317,669	80,068,009	52.12%	192,471	10.71%
2042	367	168,689,241	59,340,895	46.44%	161,692	7.93%
2043	27	14,625,249	5,744,704	58.81%	212,767	0.77%
2044	13	7,297,275	2,928,274	49.59%	225,252	0.39%
2045	14	7,910,263	4,398,269	62.32%	314,162	0.59%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Loan Purpose

<u>Loan Purpose</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
Owner Occupied	4,119	1,914,751,074	629,631,993	46.47%	152,860	84.17%
Investment	662	350,381,467	118,385,199	48.69%	178,830	15.83%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Amortisation

<u>Payment Type</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
Principal and Interest	4,223	1,959,702,825	606,708,072	44.19%	143,668	81.11%
Interest Only	558	305,429,716	141,309,120	58.13%	253,242	18.89%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Mortgage Insurer

<u>Mortgage Insurer</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
No Insurance	3,912	1,927,299,936	599,753,663	44.73%	153,311	80.18%
Genworth	869	337,832,605	148,263,528	55.31%	170,614	19.82%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Loan Type

<u>Loan Type</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
Standard Variable Rate Loans	4,363	2,061,966,582	665,572,928	46.33%	152,549	88.98%
Fixed Rate Loans						
<1yr Fixed	134	58,806,380	25,340,865	52.74%	189,111	3.39%
1yr Fixed	155	80,247,824	31,056,058	47.83%	200,362	4.15%
2yr Fixed	75	40,763,655	15,984,782	53.03%	213,130	2.14%
3yr Fixed	19	8,479,098	3,278,221	50.96%	172,538	0.44%
4yr Fixed	26	10,984,773	5,057,179	52.65%	194,507	0.67%
5yr Fixed	4	1,851,000	701,673	44.98%	175,418	0.09%
6yr Fixed	5	2,033,229	1,025,485	50.58%	205,097	0.14%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Pool Profile by Current Interest Rates

<u>Current Interest Rate (%)</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
3.50 < rate <= 4.00	290	194,947,766	60,936,688	43.45%	210,127	8.15%
4.00 < rate <= 4.50	838	488,272,840	163,191,848	45.98%	194,740	21.82%
4.50 < rate <= 5.00	2,689	1,162,430,462	387,854,822	47.14%	144,238	51.85%
5.00 < rate <= 5.50	816	357,219,723	112,574,112	47.67%	137,958	15.05%
5.50 < rate <= 6.00	115	48,338,026	18,050,835	53.23%	156,964	2.41%
6.00 < rate <= 6.50	5	2,124,473	895,129	51.80%	179,026	0.12%
6.50 < rate <= 7.00	2	696,467	167,383	37.75%	83,691	0.02%
7.00 < rate <= 7.50	12	5,220,405	2,172,094	48.27%	181,008	0.29%
7.50 < rate <= 8.00	8	2,987,379	1,343,101	52.56%	167,888	0.18%
8.00 < rate <= 8.50	3	1,390,000	474,561	42.89%	158,187	0.06%
8.50 < rate <= 9.00	2	645,000	312,019	49.54%	156,010	0.04%
9.00 < rate <= 9.50	1	860,000	44,600	5.19%	44,600	0.01%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Profile by Debtor Category – First Home Loan or non-First Home Loan

<u>Debtor category</u>	<u>No. of Loans</u>	<u>Total Security Valuations (A\$)</u>	<u>Total Loan Balance (A\$)</u>	<u>Weighted Average Current LTV (%)</u>	<u>Average Loan Balance (A\$)</u>	<u>% by Loan Balance</u>
Non-First Home Loan	4,190	2,027,176,434	663,400,215	46.38%	158,329	88.69%
First Home Loan	591	237,956,107	84,616,977	50.31%	143,176	11.31%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

Profile by Debtor Category - Employment

Employment category	No. of Loans	Total Security Valuations (A\$)	Total Loan Balance (A\$)	Weighted Average Current LTV (%)	Average Loan Balance (A\$)	% by Loan Balance
Farmers, Fishermen, Miners	99	38,757,336	15,098,897	55.16%	152,514	2.02%
Independent means	126	51,707,746	16,917,500	43.17%	134,266	2.26%
PAYE Employees	2,497	1,100,897,627	374,138,154	47.59%	149,835	50.02%
Professional	1,699	903,856,845	287,420,990	45.79%	169,171	38.42%
Sales	246	105,056,043	37,951,199	49.44%	154,273	5.07%
Self-employed	114	64,856,944	16,490,452	37.59%	144,653	2.21%
Total	4,781	2,265,132,541	748,017,192	46.82%	156,456	100.00%

ANNEXURE – BASE INFORMATION MEMORANDUM