

EXECUTION VERSION

BOQ COVERED BOND TRUST

SECOND DEED OF AMENDMENT

BANK OF QUEENSLAND LIMITED
Issuer

B.Q.L. MANAGEMENT PTY LTD
Trust Manager

PERPETUAL CORPORATE TRUST LIMITED
Covered Bond Guarantor

BNY TRUST COMPANY OF AUSTRALIA LIMITED
Bond Trustee

THE BANK OF NEW YORK MELLON, LONDON BRANCH
Principal Paying Agent and Transfer Agent

THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH
Registrar

ALLEN & OVERY

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THIS AMENDMENT DEED is made on 15 April 2020

BETWEEN:

- (1) **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740** as issuer of the Covered Bonds, having its registered office at Level 6, 100 Skyring Terrace, Newstead QLD 4006, Australia (in such capacity, the **Issuer**);
- (2) **B.Q.L. MANAGEMENT PTY LTD ABN 87 081 052 342**, in its capacity as Trust Manager, having its registered office at Level 6, 100 Skyring Terrace, Newstead QLD 4006, Australia (the **Trust Manager**);
- (3) **PERPETUAL CORPORATE TRUST LIMITED ABN 99 000 341 533**, in its capacity as trustee of the BOQ Covered Bond Trust, acting as Covered Bond Guarantor having its registered office at Level 18, 123 Pitt Street, Sydney, NSW 2000, Australia (in such capacity, the **Covered Bond Guarantor**); and
- (4) **BNY TRUST COMPANY OF AUSTRALIA LIMITED ABN 49 050 294 052**, having its registered office at Level 2, 1 Bligh Street, Sydney, NSW, 2000, Australia, in its capacity as the Bond Trustee for the Covered Bondholders and the Couponholders (the **Bond Trustee** which expression, wherever the context so admits, includes such company and all other persons or companies for the time being the bond trustee or bond trustees under this Bond Trust Deed);
- (5) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** in its capacities as principal paying agent and transfer agent under the Programme, having its registered office at 40th Floor, One Canada Square, London, E14 5AL, United Kingdom (the **Principal Paying Agent** and **Transfer Agent** respectively which expressions will include any successor paying agent or transfer agent, as the case may be; and
- (6) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH** in its capacity as registrar under the Programme, having its registered office at 2-4 Eugene Ruppert, Vertigo Building, Polaris L-2453 Luxembourg (the **Registrar** which expressions will include any successor registrar).

WHEREAS:

- (A) On 4 May 2017 the Issuer, Trust Manager, Covered Bond Guarantor and the Bond Trustee entered into the Bond Trust Deed (as defined below) as amended by a deed of amendment dated 13 December 2018 (the **BOQ Covered Bond Trust First Deed of Amendment**), relating to the Programme established by the Issuer.
- (B) On 4 May 2017 each party to this document entered into the Principal Agency Agreement (as defined below) relating to the Programme established by the Issuer.
- (C) Pursuant to condition 14 (*Meetings of Covered Bondholders, Modification, Waiver and Substitution*) of the Conditions and clause 21.1 of the Bond Trust Deed, the Bond Trustee may without the consent or sanction of any of the Covered Bondholders of any Series and without the consent or sanction of the other Secured Creditors (other than any Secured Creditor that is a party to the relevant documents) and/or the Couponholders at any time and from time to time concur with the Issuer and the Covered Bond Guarantor (acting on the direction of the Trust Manager) and any other party in making any modification to the Bond Trust Deed which in the opinion of the Bond Trustee will not be materially prejudicial to the interests of any of the Covered Bondholders of any Series.

- (D) In connection with the annual update of the Programme, the Issuer wishes to make certain amendments to the Bond Trust Deed and the Principal Agency Agreement in the manner set out in this document.
- (E) The Issuer and the Covered Bond Guarantor (acting on the direction of the Trust Manager) have requested the Bond Trustee to concur in making the amendments to the Bond Trust Deed and the Principal Agency Agreement as referred to in Clause 3 below.
- (F) Any Covered Bonds issued under the Programme on or after the date of this document shall be issued pursuant to this document.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

Bond Trust Deed means the BOQ Covered Bond Trust Bond Trust Deed dated 4 May 2017 between the Issuer, Trust Manager, Covered Bond Guarantor and the Bond Trustee, as amended by the BOQ Covered Bond Trust First Deed of Amendment and as amended and restated pursuant to this document.

Definitions Schedule means the BOQ Covered Bond Trust Definitions Schedule dated 4 May 2017 between the Issuer, Seller, Servicer, Trust Manager, Account Bank, Intercompany Note Subscriber, Demand Note Subscriber, Interest Rate Swap Provider, Trust Manager, Covered Bond Guarantor, BOQ Trustee, Security Trustee, Principal Paying Agent, Transfer Agent, Registrar, Account Bank and the Cover Pool Monitor as amended and supplemented from time to time.

Effective Date means the date of execution of this document.

Principal Agency Agreement means the BOQ Covered Bond Trust Principal Agency Agreement dated 4 May 2017 between the parties to this document, as amended and restated pursuant to this document.

1.2 Bond Trust Deed and Principal Agency Agreement

Unless defined in this document, words and phrases defined in the Bond Trust Deed and the Principal Agency Agreement have the same meaning in this document. Where there is any inconsistency in a definition between this document and the Bond Trust Deed and the Principal Agency Agreement, this document shall prevail.

1.3 Rules of interpretation

- (a) This document will be construed in accordance with the interpretation provisions set out in clause 1 of the Bond Trust Deed.
- (b) Each of Annex 1 and Annex 2 to this document forms part of this document.

2. PROGRAMME DOCUMENT

This document is a "Programme Document" for the purposes of the Definitions Schedule.

3. AMENDMENTS

3.1 Amendment and restatement

- (a) With effect from the Effective Date, each of the Bond Trust Deed and the Principal Agency Agreement are amended so that their terms are as stated in Annex 1 and Annex 2 to this document, respectively. Each of the Issuer, Trust Manager, Covered Bond Guarantor and Bond Trustee hereby acknowledges that the Bond Trust Deed is amended by this document and a new Bond Trust Deed is not created by this document. Each of the Issuer, Trust Manager, Covered Bond Guarantor, Bond Trustee, Principal Paying Agent, Transfer Agent and Registrar hereby acknowledges that the Principal Agency Agreement is amended by this document and a new Principal Agency Agreement is not created by this document.
- (b) For the avoidance of doubt, the Bond Trust Deed as amended by this BOQ Covered Bond Trust Second Deed of Amendment shall have effect in relation to any Covered Bonds issued on or following the date of this document, the Bond Trust Deed as amended by the BOQ Covered Bond Trust First Deed of Amendment shall have effect in relation to any Bonds issued on or following 13 December 2018 and up to (but excluding) the date of this document and the Bond Trust Deed as originally executed on 4 May 2017 shall have effect in relation to any Bonds issued prior to (but excluding) 13 December 2018.
- (c) For the avoidance of doubt, the Principal Agency Agreement as amended by this BOQ Covered Bond Trust Second Deed of Amendment shall have effect in relation to any Covered Bonds issued on or following the date of this document and the Principal Agency Agreement as originally executed on 4 May 2017 shall have effect in relation to any Bonds issued prior to (but excluding) the date of this document.

3.2 Effect of amendments

- (a) The amendments to the Bond Trust Deed and the Principal Agency Agreement do not affect:
 - (i) the validity or enforceability of the Bond Trust Deed or the Principal Agency Agreement; or
 - (ii) any accrued rights or liabilities of any party under the Bond Trust Deed or the Principal Agency Agreement.
- (b) Each of the Issuer, the Trust Manager, the Covered Bond Guarantor and the Bond Trustee is bound by the Bond Trust Deed as amended by this document and each of the Issuer, Trust Manager, Covered Bond Guarantor, Bond Trustee, Principal Paying Agent, Transfer Agent and Registrar is bound by the Principal Agency Agreement as amended by this document.

4. BOND TRUSTEE CONFIRMATION AND COVERED BOND GUARANTOR DIRECTION

4.1 Bond Trustee confirmations

- (a) The Bond Trustee, on the basis that the modifications set out in Clause 3 above do not apply to any existing Series of Covered Bonds, is of the opinion that the amendments to the Bond Trust Deed and the Principal Agency Agreement effected pursuant to this document are not materially prejudicial to the interests of the Covered Bondholders of any Series existing prior to the Effective Date.
- (b) The Bond Trustee hereby concurs with the Issuer and the other parties in making the modifications to the Bond Trust Deed and the Principal Agency Agreement effected pursuant to this document.

4.2 Trust Manager certificate and direction

- (a) The Trust Manager directs the Covered Bond Guarantor to enter into this document and the Covered Bond Guarantor enters into this document on the basis of that direction.
- (b) The Trust Manager instructs and confirms to the Covered Bond Guarantor that:
 - (i) all consents, conditions and all other requirements under the Programme Documents for the Covered Bond Guarantor to enter into this document have been or will be satisfied, obtained or complied with on or before the Effective Date; and
 - (ii) in connection with the amendments to be effected in accordance with this document, the Covered Bond Guarantor will not be in breach of any of its obligations under the Programme Documents by entering into or complying with its obligations under this document.

4.3 Acknowledgement

The parties acknowledge that the Covered Bond Guarantor enters into this document in reliance on the confirmations, approval and direction in clauses 4.1 and 4.2 of this document.

4.4 Approval or consent

Wherever, under the terms of the Bond Trust Deed, the Principal Agency Agreement or any other Programme Document or any transaction or action contemplated by this document requires the approval, consent or instruction of any party (acting in any capacity), then that party acting in any such capacity is taken, by its execution of this document, to have given such approval, consent or instruction.

5. MISCELLANEOUS

5.1 Limited recourse to the Covered Bond Guarantor

Clause 36 (*Limited Recourse*) of the Establishment Deed shall be deemed to be incorporated by reference into this document *mutatis mutandis*.

5.2 Capacity of the Covered Bond Guarantor

It is acknowledged and agreed by all parties to this document that the Covered Bond Guarantor enters into this document solely in its capacity as trustee of the Trust and in no other capacities.

5.3 Bond Trustee's Limitation of Liability

Clause 18 (*Bond Trustee's Liability*) of the Bond Trust Deed shall be deemed to be incorporated by reference into this document *mutatis mutandis*.

5.4 Amendments

This document may only be amended in writing and where such amendment is signed by all the parties.

5.5 Execution in Counterparts and Severability

- (a) This document may be executed in any number of counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument.

- (b) In the event that any provision of this document is prohibited or unenforceable in any jurisdiction such provision will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this document affecting the validity or enforceability of such provision in any other jurisdiction.

5.6 Governing Law and Jurisdiction

- (a) This document and any non-contractual obligations arising out of or in connection with it, other than Clause 5.1 of this document, shall be governed by, and construed in accordance with, English law. Clause 5.1 of this document will be governed by and construed in accordance with the law applying in the State of New South Wales, Australia.
- (b) Each party to this document hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this document (including a dispute relating to any non-contractual obligations arising out of or relating to this document) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this document hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding. The Bond Trustee, the Covered Bondholders and the Couponholders may not take any suit, action or proceeding arising out of or in connection with this document (including any proceedings relating to any non-contractual obligations arising out of or in connection with this document) against any of the Issuer or the Covered Bond Guarantor in any other court of competent jurisdiction and concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this document has been executed as a deed and delivered on the date first stated on page 1.

SIGNATORIES

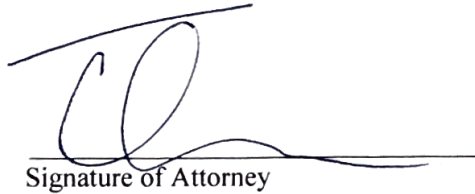
EXECUTED AS A DEED

Issuer

EXECUTED for and on behalf of **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740** by its Attorney under a Power of Attorney dated 9 September 2016 in the presence of:



Signature of Witness



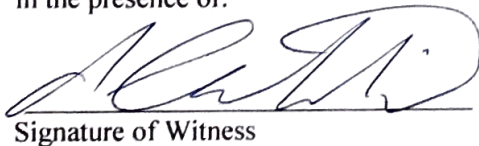
Signature of Attorney

DEAN ALEXANDER PERTSOULIS
Name of Witness in full

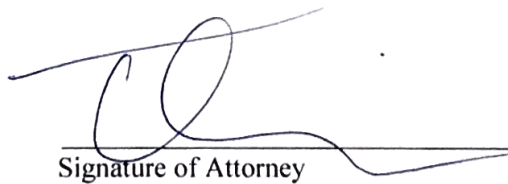
THOMAS LUKE PERTSOULIS
Name of Attorney in full

Trust Manager

EXECUTED for and on behalf of **B.Q.L. MANAGEMENT PTY LTD ABN 87 081 052 342** by its Attorney under a Power of Attorney dated 9 September 2016 in the presence of:



Signature of Witness




Signature of Attorney

DEAN ALEXANDER PERTSOULIS
Name of Witness in full

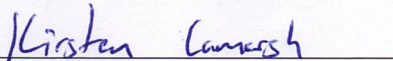
THOMAS LUKE PERTSOULIS
Name of Attorney in full

Covered Bond Guarantor

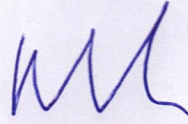
EXECUTED for and on behalf of **PERPETUAL CORPORATE TRUST LIMITED ABN 99 000 341 533** by its Attorney under a Power of Attorney dated 21 June 2017 in the presence of:



Signature of Witness



Name of Witness in full



Signature of Attorney

Hagbarth Strom
Senior Securitisation Manager

Name of Attorney in full

Bond Trustee

SIGNED, SEALED AND DELIVERED for and on behalf **BNY TRUST COMPANY OF AUSTRALIA LIMITED ABN 49 050 294 052** by its attorney under a power of attorney dated 1 September 2007 in the presence of:

Signature of witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of witness

Full name of attorney

Covered Bond Guarantor

EXECUTED for and on behalf of **PERPETUAL CORPORATE TRUST LIMITED ABN 99 000 341 533** by its Attorney under a Power of Attorney dated 21 June 2017 in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness in full

Name of Attorney in full

Bond Trustee

SIGNED, SEALED AND DELIVERED for and on behalf **BNY TRUST COMPANY OF AUSTRALIA LIMITED ABN 49 050 294 052** by its attorney under a power of attorney dated 1 September 2007 in the presence of:

Signature of



Digitally signed
by Manish
Saraf
Date:
2020-04-16
08:47+10:00



Digitally signed
by Andrea Ruver
Date: 2020.04.16
08:39:35 +10'00'

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of witness

Full name of attorney

Principal Paying Agent and Transfer Agent

**EXECUTED for and on behalf of
THE BANK OF NEW YORK MELLON,
LONDON BRANCH**



Digitally signed
by Manish
Saraf

Date:
2020-04-16
08:48+10:00

Signature of Authorised Signatory

Name of Authorised Signatory



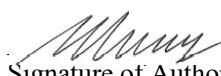
Digitally signed
by Andrea Ruver
Date: 2020.04.16
08:40:19 +10'00'

Signature of Authorised Signatory

Name of Authorised Signatory

Registrar

**EXECUTED for and on behalf of
THE BANK OF NEW YORK MELLON SA/NV,
LUXEMBOURG BRANCH**



Digitally signed
by Manish
Saraf

Date:
2020-04-16
08:49+10:00

Signature of Authorised Signatory

Name of Authorised Signatory



Digitally signed by
Andrea Ruver
Date: 2020.04.16
08:40:45 +10'00'

Signature of Authorised Signatory

Name of Authorised Signatory

ANNEX 1

AMENDED AND RESTATED BOND TRUST DEED

CONFORMED VERSION

**BOQ COVERED BOND TRUST
AMENDED AND RESTATED BOND TRUST DEED**

BANK OF QUEENSLAND LIMITED
Issuer

B.Q.L. MANAGEMENT PTY LTD
Trust Manager

PERPETUAL CORPORATE TRUST LIMITED
Covered Bond Guarantor

BNY TRUST COMPANY OF AUSTRALIA LIMITED
Bond Trustee

ALLEN & OVERY

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THIS BOND TRUST DEED is made on 4 May 2017 and amended and restated on 13 December 2018 and on 15 April 2020.

BETWEEN:

- (1) **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740** as issuer of the Covered Bonds, having its registered office at Level 6, 100 Skyring Terrace, Newstead QLD 4006, Australia (in such capacity, the **Issuer**);
- (2) **B.Q.L. MANAGEMENT PTY LTD ABN 87 081 052 342**, in its capacity as Trust Manager, having its registered office at Level 6, 100 Skyring Terrace, Newstead QLD 4006, Australia (in such capacity, the **Trust Manager**);
- (3) **PERPETUAL CORPORATE TRUST LIMITED ABN 99 000 341 533**, in its capacity as trustee of the BOQ Covered Bond Trust, acting as Covered Bond Guarantor having its registered office at Level 18, 123 Pitt Street, Sydney, NSW 2000, Australia (in such capacity, the **Covered Bond Guarantor**); and
- (4) **BNY TRUST COMPANY OF AUSTRALIA LIMITED ABN 49 050 294 052**, having its registered office at Level 2, 1 Bligh Street, Sydney, NSW, 2000, Australia, in its capacity as the Bond Trustee for the Covered Bondholders and the Couponholders (the **Bond Trustee** which expression, wherever the context so admits, includes such company and all other persons or companies for the time being the bond trustee or bond trustees under this Bond Trust Deed).

INTRODUCTION:

- (A) By resolutions of delegates of the board of directors of the Issuer on 28 July 2016, the Issuer has resolved to establish a Programme pursuant to which it may from time to time issue Covered Bonds as set out in this Bond Trust Deed. Covered Bonds up to a maximum nominal amount (calculated in accordance with clause 3.5 of the Programme Agreement) from time to time outstanding of AUD3,250,000,000 (subject to increase as provided in the Programme Agreement) (the **Programme Limit**) may be issued pursuant to the Programme.
- (B) The Covered Bond Guarantor has agreed to guarantee all Covered Bonds issued under the Programme and certain other amounts payable by the Issuer under this Bond Trust Deed in the circumstances described in this Bond Trust Deed.
- (C) The Bond Trustee has agreed to act as bond trustee for the benefit of the Covered Bondholders and the Couponholders upon and subject to the terms and conditions of this Bond Trust Deed.

NOW THIS BOND TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 (a) All references in this Bond Trust Deed to principal and/or principal amount and/or interest in respect of the Covered Bonds or to any moneys payable by the Issuer or the Covered Bond Guarantor under this Bond Trust Deed will, unless the context otherwise requires, be construed in accordance with Condition 5(h).
- (b) All references in this Bond Trust Deed to any action, remedy or method of proceeding for the enforcement of the rights of creditors will be deemed to include, in respect of any jurisdiction other than England, references to such action, remedy or method of proceeding for the enforcement of the rights of creditors available and reasonably appropriate in such

jurisdiction as most nearly approximates to such action, remedy or method of proceeding described or referred to in this Bond Trust Deed.

- (c) All references in this Bond Trust Deed to Euroclear and/or Clearstream, Luxembourg and/or the Austraclear System will, whenever the context so permits, be deemed to include references to any additional or alternative clearing system as is approved by the Issuer, the Principal Paying Agent (other than for A\$ Registered Covered Bonds) and the Bond Trustee or as may otherwise be specified in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement).
- (d) Unless the context otherwise requires words or expressions used in this Bond Trust Deed will bear the same meanings as in the Companies Act.
- (e) All references in this Bond Trust Deed to the **records** of Euroclear, Clearstream, Luxembourg or the Austraclear System or to any additional or alternative clearing system referred to in Clause 1.1(c) above will be to the records that each of Euroclear, Clearstream, Luxembourg or the Austraclear System or that additional or alternative clearing system, as applicable, holds for its customers which reflect the amount of such customers' interest in the Covered Bonds (and, in the case of Austraclear, includes any such records maintained by the A\$ Registrar).
- (f) In this Bond Trust Deed references to Schedules, Clauses, paragraphs and sub-paragraphs will be construed as references to the Schedules to this Bond Trust Deed and to the Clauses, paragraphs and sub-paragraphs of this Bond Trust Deed respectively.
- (g) A reference in this Bond Trust Deed or the Programme Documents to a **direction** or **directs** or **directed in writing** in respect of the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Covered Bonds will (except in relation to any matter which the Conditions or the Programme Documents contemplate may be sanctioned or directed by a Programme Resolution) mean:
 - (i) in relation to a matter which, in the opinion of the Bond Trustee affects the Covered Bonds of only one Series, a single direction of the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Covered Bonds of that Series then outstanding;
 - (ii) in relation to a matter which, in the opinion of the Bond Trustee affects the Covered Bonds of more than one Series but does not give rise to a conflict of interest between the holders of Covered Bonds of any of the Series so affected, a single direction of the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Covered Bonds of all the Series so affected then outstanding; and
 - (iii) in relation to a matter which, in the opinion of the Bond Trustee affects the Covered Bonds of more than one Series and gives or may give rise to a conflict of interest between the holders of the Covered Bonds of one Series or group of Series so affected and the holders of the Covered Bonds of another Series or group of Series so affected, directions of the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of each Series or group of Series so affected then outstanding,

and, in each case for this purpose, if the nominal amount of the Covered Bonds is not denominated in Australian Dollars, the Principal Amount Outstanding to be considered as if it were converted into Australian Dollars at the relevant Covered Bond Swap Rate.

- (h) A reference to **approval not to be unreasonably withheld or delayed** or like references means, when used in this Bond Trust Deed, in relation to the Bond Trustee that, in determining whether to give consent, the Bond Trustee must have regard to the interests of Covered Bondholders and any determination as to whether or not its approval is unreasonably withheld or delayed will be made on that basis.
- 1.2 The BOQ Covered Bond Trust Definitions Schedule made between, amongst others, the parties to this Bond Trust Deed on or about the date hereof (as the same may be amended, varied and/or supplemented from time to time with the consent of the parties thereto) (**Definitions Schedule**) is expressly and specifically incorporated into this Bond Trust Deed and, accordingly, the expressions defined in the Definitions Schedule (as so amended, varied and/or supplemented) will, except where the context otherwise requires and where otherwise defined in this Bond Trust Deed, have the same meanings in this Bond Trust Deed, including the Introduction and this Bond Trust Deed will be construed in accordance with the interpretation provisions set out in clause 2 of the Definitions Schedule. In the event of any inconsistency between the Definitions Schedule and this Bond Trust Deed, this Bond Trust Deed will prevail.
- 1.3 To the extent not defined in the Definitions Schedule, capitalised terms used in this Bond Trust Deed have the meanings given to them in the Conditions.
- 1.4 All references in this Bond Trust Deed to the **relevant currency** will be construed as references to the currency in which payments in respect of the Covered Bonds and/or Coupons of the relevant Series are to be made as indicated in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement).
- 1.5 All references in this Bond Trust Deed to Covered Bonds having a **listing** or being **listed**, and all related references, will, in relation to the London Stock Exchange, be construed to mean that such Covered Bonds have been admitted to the Official List by the UKLA and admitted to trading on the London Stock Exchange Regulated Markets and all references in this document to listing and listed will include references to quotation and quoted respectively.
- 1.6 All references in this Bond Trust Deed to the (a) **Principal Paying Agent** will mean, in relation to a Tranche or Series of Covered Bonds, the Principal Paying Agent or such other principal paying agent as the Final Terms or the Pricing Supplement for that Tranche or Series may specify, (b) **Registrar** will mean, in relation to a Tranche or Series of Registered Covered Bonds, the Registrar, or such other registrar as the Final Terms or the Pricing Supplement for that Tranche or Series may specify, (c) **A\$ Registrar**, will mean the A\$ Registrar or such other registrar as the Final Terms or the Pricing Supplement for that Tranche or Series of A\$ Registered Covered Bonds may specify; and (d) **Transfer Agent** will mean, in relation to a Tranche or Series of Covered Bonds, the Transfer Agent or such other transfer agent as the Final Terms or the Pricing Supplement for that Tranche or Series may specify.
- 1.7 Save for the purposes of the proviso to the definition of **outstanding** and other than in relation to any A\$ Registered Covered Bond, the Bond Trustee may rely on the records of Euroclear and Clearstream, Luxembourg and of any additional or alternative clearing system referred to in Clause 1.1(c) above in relation to any determination of the principal amount outstanding of each Global Covered Bond.
- 1.8 Save for the purposes of the proviso to the definition of **outstanding**, in relation to any A\$ Registered Covered Bond, the Bond Trustee may rely on the records of the Austraclear System or of any additional or alternative clearing system referred to in Clause 1.1(c) above and the A\$ Register and the records maintained by the A\$ Registrar.

- 1.9 Any notice, letter or other communication that, pursuant to the terms of this Bond Trust Deed is required to be delivered by BOQ (acting in one capacity) solely to BOQ (acting in a different capacity), will be deemed to be complied with by BOQ without a formal notice, letter or other communication being issued or received provided that, at the relevant time, it maintains a written record of the subject matter of the relevant notice, letter or other communication.
- 1.10 The Trust Manager will only be considered to have knowledge or notice of, or awareness of, any matter or thing if the Trust Manager has knowledge, notice or awareness of that matter or thing by virtue of the actual knowledge, notice or awareness of the officers or employees of the Trust Manager who have day to day responsibility for the administration of the Trust Manager's obligations under this agreement or any other Programme Document.
- 1.11 Clause 38 of the Establishment Deed is incorporated into this Bond Trust Deed as if set out here in full with any necessary amendments to clause references and references to applicable documents except that any reference to "this deed" is taken to be a reference to this Bond Trust Deed.
- 1.12 Clause 26.8 of the Establishment Deed is incorporated into this deed as if set out here in full with any necessary amendments to clause references and references to applicable documents except that any reference to "this deed" is taken to be a reference to this Bond Trust Deed.

2. AMOUNT AND ISSUE OF THE COVERED BONDS

2.1 Amount of the Covered Bonds

The Covered Bonds will be issued in Series in an aggregate nominal amount from time to time outstanding not exceeding the Programme Limit from time to time and for the purpose of determining such aggregate nominal amount clause 3.5 of the Programme Agreement will apply.

2.2 Conditions Precedent to Issue

In the case of all Covered Bonds, by not later than 2.00 p.m. (London time) on the second Business Day preceding each proposed Issue Date, the Issuer must:

- (a) deliver or cause to be delivered to the Bond Trustee a copy of the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) (with any amendments to the pro-forma Final Terms or pro-forma Pricing Supplement, as the case may be, upon which the Applicable Final Terms or Applicable Pricing Supplement, as the case may be, were based being brought to the attention of the Bond Trustee) and drafts of all (if any) legal opinions (such legal opinions being given only upon the issuance of the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement)) to be given in relation to the relevant issue; and
- (b) notify the Bond Trustee in writing without delay of the relevant Issue Date and the nominal amount of the Covered Bonds to be issued.

Upon the issue of the relevant Covered Bonds (other than A\$ Registered Covered Bonds), such Covered Bonds will become constituted by this Bond Trust Deed without further formality. The A\$ Registered Covered Bonds will be issued in accordance with Clause 3.5 and upon entry in the A\$ Register, such A\$ Registered Covered Bonds will become constituted without further formality.

2.3 Legal Opinions

On or before the first Issue Date of Covered Bonds occurring, each subsequent Issue Date, the date of each annual update of the Base Prospectus and on such other occasions as the Bond Trustee so

requests (on the basis that the Bond Trustee considers it necessary in view of a change (or proposed change) in English law or Australian law materially affecting the Issuer or the Covered Bond Guarantor (as the case may be), this Bond Trust Deed, the Programme Agreement, the Principal Agency Agreement, the A\$ Registry Agreement or the Security Deed of which the Bond Trustee is aware or the Bond Trustee has other reasonable grounds which may not include the mere lapse of time), the Issuer (at the cost of, and in relation to such issues to the extent they affect, the Issuer) or the Trust Manager (at the cost of, and in relation to such issues to the extent they affect, the Covered Bond Guarantor) will procure that further legal opinion(s) (relating, if applicable, to any such change or proposed change) in such form and with such content as the Bond Trustee may reasonably require from the legal advisers specified in the Programme Agreement or such other legal advisers in the relevant jurisdiction as the Bond Trustee approves is/are delivered to the Bond Trustee. Whenever such a request is made with respect to any Covered Bonds to be issued, the receipt of such opinion(s) in a form satisfactory to the Bond Trustee will be a further condition precedent to the issue of those Covered Bonds.

2.4 Covenant to repay principal and to pay interest

The Issuer covenants with the Bond Trustee that it will, as and when the Covered Bonds of any Series or any of them or any instalment of principal in respect thereof becomes due to be redeemed, or on such earlier date as the same or any part thereof may become due and repayable thereunder, in accordance with, and subject to, the Conditions, unconditionally pay or procure to be paid to or to the order of the Bond Trustee in the relevant currency in immediately available funds the Principal Amount Outstanding in respect of the Covered Bonds of such Series or the amount of such instalment becoming due for redemption on that date and will in the meantime and until redemption in full of the Covered Bonds of such Series (both before and after any decree, judgment or other order of a court of competent jurisdiction) unconditionally pay or procure to be paid to or to the order of the Bond Trustee as aforesaid interest (which will accrue from day to day) on the Principal Amount Outstanding of the Covered Bonds outstanding of such Series at rates and/or in amounts calculated from time to time in accordance with, or specified in, and on the dates provided for in, the Conditions (subject to Clause 2.6 below), provided that:

(a) subject to Clause 2.5(a)(ii), except for Excess Proceeds, every payment (whether by the Issuer or the Covered Bond Guarantor) of principal or interest or other sum due in respect of the Covered Bonds made to or to the order of:

(i) other than in the case of A\$ Registered Covered Bonds, the Principal Paying Agent in the manner provided in the relevant Agency Agreement; or

(ii) in the case of A\$ Registered Covered Bonds, the relevant Covered Bondholders,

will be in satisfaction *pro tanto* of the relevant covenant by the Issuer contained in this Clause 2.4 or the Covered Bond Guarantor under the Covered Bond Guarantee in relation to the Covered Bonds of such Series except to the extent that there is a default in the subsequent payment thereof in accordance with the Conditions to the relevant Covered Bondholders or Couponholders (as the case may be);

(b) every payment of Excess Proceeds in accordance with the Conditions and Clause 11.2 to or to the order of the Bond Trustee will be in satisfaction (for the benefit of the Issuer only and not the Covered Bond Guarantor) *pro tanto* of the relevant covenant by the Issuer in this Clause 2.4 in respect of the Excess Proceeds which are due and payable in relation to the Covered Bonds of such Series, subject to restitution of the same if such Excess Proceeds are required to be repaid by the Covered Bond Guarantor (but as provided in Clause 11.2, will be deemed not to have done so for the purposes of the subrogation rights of the Covered

Bond Guarantor contemplated by Clause 7.9 and will not reduce or discharge any obligations of the Covered Bond Guarantor);

- (c) in the case of any payment of principal which is not made to the Bond Trustee, (other than in the case of the A\$ Registered Covered Bonds) the Principal Paying Agent or, in the case of the A\$ Registered Covered Bonds, the relevant Covered Bondholders on or before the due date or which is made on or after accelerated maturity following an Issuer Event of Default or Covered Bond Guarantor Event of Default, interest will continue to accrue on the Principal Amount Outstanding of the relevant Covered Bonds (both before and after any decree, judgment or other order of a court of competent jurisdiction) at the rates aforesaid up to and including the date on which the whole of such Principal Amount Outstanding, together with an amount equal to the interest which has accrued and is to accrue pursuant to this proviso up to and including that date, has been received by the Bond Trustee, (other than in the case of the A\$ Registered Covered Bonds), the Principal Paying Agent or, in the case of the A\$ Registered Covered Bonds, the relevant Covered Bondholders and notice to that effect has been given to the Covered Bondholders in accordance with Condition 13 except (other than in the case of A\$ Registered Covered Bonds) to the extent that there is failure on its subsequent payment to relevant Covered Bondholders under the Conditions;
- (d) in any case where payment of the whole or any part of the Principal Amount Outstanding of any Covered Bond (other than an A\$ Registered Covered Bond) is improperly withheld or refused upon due presentation thereof (other than in circumstances contemplated by Clause 2.4(c) (above)) interest will accrue on the Principal Amount Outstanding of such Covered Bond payment of which has been so withheld or refused (both before and after any decree, judgment or other order of a court of competent jurisdiction) at the rates aforesaid from the date of such withholding or refusal until the date on which, upon further presentation of the relevant Covered Bond, payment of the full amount (including interest as aforesaid) in the relevant currency payable in respect of such Covered Bond is made or (if earlier) the seventh day after notice is given to the relevant Covered Bondholder(s) (whether individually or in accordance with Condition 13) that the full amount (including interest as aforesaid) in the relevant currency in respect of such Covered Bond is available for payment, provided that, upon further presentation thereof being duly made, such payment is made; and
- (e) if any payments of interest or principal are required to be made by the Covered Bond Guarantor on a date that is also an Interest Payment Date, then the validity of the Issuer's obligation to pay interest or repay principal, as the case may be, will not be affected by any delay in the distribution by the Covered Bond Guarantor of the Available Income Amount under the Pre-Issuer Event of Default Income Priority of Payments or any delay in the distribution of the Available Principal Amount under the Pre-Issuer Event of Default Principal Priority of Payments, respectively.

The Bond Trustee will hold the benefit of this covenant on trust for the Covered Bondholders and the Couponholders and itself in accordance with this Bond Trust Deed.

2.5 Bond Trustee's requirements following Issuer Event of Default, Potential Issuer Event of Default or Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default

- (a) At any time after an Issuer Event of Default or Potential Issuer Event of Default has occurred or the Bond Trustee has received any money from the Issuer or the Covered Bond Guarantor (save where Clause 2.5(b) below applies) which it proposes to pay under Clause 11 to the relevant Covered Bondholders and/or Couponholders, the Bond Trustee may:

- (i) by notice in writing to the Issuer, the Covered Bond Guarantor, the Principal Paying Agent, the other Paying Agents, the Registrar, the A\$ Registrar, the Calculation Agent and/or the Transfer Agent direct the Principal Paying Agent, the other relevant Paying Agents, the Registrar, the A\$ Registrar, the Calculation Agent and/or the Transfer Agent pursuant to the relevant Agency Agreements:
 - (A) to act thereafter, until otherwise instructed by the Bond Trustee, as Principal Paying Agent, Paying Agent, Calculation Agent, Registrar, A\$ Registrar and/or Transfer Agent respectively of the Bond Trustee under the terms of this Bond Trust Deed *mutatis mutandis* on the terms provided in the relevant Agency Agreements (save that the Bond Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Principal Paying Agent, any other Paying Agent, the Registrar, A\$ Registrar, the Calculation Agent and the Transfer Agent will be limited to the amounts for the time being held by the Bond Trustee on the trusts of this Bond Trust Deed relating to the Covered Bonds of the relevant Series and the related Coupons and Talons available for such purpose) and thereafter to hold all Covered Bonds, Coupons and Talons (other than in the case of A\$ Registered Covered Bonds) and all sums, documents and records held by them in respect of Covered Bonds, Coupons and Talons on behalf of the Bond Trustee; and/or
 - (B) to deliver up all Covered Bonds, Coupons and Talons (other than in the case of A\$ Registered Covered Bonds) and all sums, documents and records held by them in respect of the Covered Bonds, Coupons and Talons (other than in the case of A\$ Registered Covered Bonds) to the Bond Trustee or as the Bond Trustee may direct in such notice provided that such notice will be deemed not to apply to any documents or records which the Principal Paying Agent, any other relevant Paying Agent, the Calculation Agent the Registrar, A\$ Registrar and/or the Transfer Agent is obliged not to release by any law or regulation; and/or
 - (ii) by notice in writing to the Issuer and the Covered Bond Guarantor direct each of them to make all subsequent payments in respect of the Covered Bonds and Coupons to or to the order of the Bond Trustee and not to the Principal Paying Agent (if any) or, in the case of the A\$ Registered Covered Bonds, the relevant Covered Bondholders, and with effect from the issue of any such notice to the Issuer and the Covered Bond Guarantor and until such notice is withdrawn, Clause 2.4(a) will cease to have effect in respect of the Issuer and the Covered Bond Guarantor; and/or
 - (iii) in the case of A\$ Registered Covered Bonds, appoint a paying agent for the purposes of paying all sums due on any A\$ Registered Covered Bonds (which may, but is not required to be, the A\$ Registrar).
- (b) At any time after a Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default has occurred or the Bond Trustee has received any money from the Covered Bond Guarantor which it proposes to pay under Clause 11 to the relevant Covered Bondholders and/or Couponholders, the Bond Trustee may:
- (i) by notice in writing to the Issuer, the Covered Bond Guarantor, the Principal Paying Agent, the other Paying Agents, the Registrar, A\$ Registrar, the Calculation Agent and/or the Transfer Agent, direct the Principal Paying Agent, the other Paying Agents, the Registrar, A\$ Registrar, the Calculation Agent and/or the Transfer Agent pursuant to the relevant Agency Agreements:

- (A) to act thereafter, until otherwise instructed by the Bond Trustee, as Principal Paying Agent, Paying Agent, Registrar, A\$ Registrar, Calculation Agent and/or Transfer Agent respectively of the Bond Trustee under the terms of this Bond Trust Deed *mutatis mutandis* on the terms provided in the relevant Agency Agreements (save that the Bond Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of pocket expenses of the Principal Paying Agent, the other Paying Agents, Registrar, the Calculation Agent, A\$ Registrar and Transfer Agent will be limited to the amounts for the time being held by the Bond Trustee on the trusts of this Bond Trust Deed relating to the Covered Bonds of the relevant Series and available for such purpose) and thereafter to hold all Covered Bonds, and Coupons and Talons (other than in the case of the A\$ Registered Covered Bonds) and all sums, documents and records held by them in respect of Covered Bonds, Coupons and Talons on behalf of the Bond Trustee; and/or
- (B) to deliver up all Covered Bonds, Coupons and Talons (other than in the case of A\$ Registered Covered Bonds) and all sums, documents and records held by them in respect of the Covered Bonds, Coupons and Talons (other than in the case of A\$ Registered Covered Bonds) to the Bond Trustee or as the Bond Trustee may direct in such notice provided that such notice will be deemed not to apply to any documents or records which the Principal Paying Agent, any other relevant Paying Agent, the Registrar, A\$ Registrar, the Calculation Agent and/or the Transfer Agent is obliged not to release by any law or regulation; and/or
- (ii) by notice in writing to the Covered Bond Guarantor direct it to make all subsequent payments in respect of the Covered Bonds and Coupons to or to the order of the Bond Trustee and not to the Principal Paying Agent or, in the case of A\$ Registered Covered Bonds, the relevant Covered Bondholders, and with effect from the issue of any such notice to the Covered Bond Guarantor and until such notice is withdrawn Clause 2.4(a) will cease to have effect; and/or
- (iii) in the case of A\$ Registered Covered Bonds, appoint a paying agent for the purposes of paying all sums due on any A\$ Registered Covered Bonds (which may but is not required to be an A\$ Registrar).
- (c) The Bond Trustee acknowledges and agrees it may only give a notice to the A\$ Registrar under clause 1.8 of Appendix 1 of the A\$ Registry Agreement in accordance with this Clause 2.5.

2.6 Interest on Floating Rate Covered Bonds following Issuer Event of Default or Covered Bond Guarantor Event of Default

Except where the Reference Rate in respect of the relevant series of Floating Rate Covered Bonds is specified in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) as being “Compounded Daily SONIA”, if the Floating Rate Covered Bonds of any Series become immediately due and repayable following an Issuer Event of Default or a Covered Bond Guarantor Event of Default the rate and/or amount of interest payable in respect of them will be calculated by the Principal Paying Agent, Calculation Agent or such other party responsible for the calculation of the Rate of Interest as specified in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement), as the case may be, at the same intervals as if such Covered Bonds had not become due and repayable, the first of such periods which will commence on the expiry of the Interest Period during which the Covered Bonds of the relevant Series become so due and repayable *mutatis mutandis* in accordance with the provisions of Condition 4 except that the rates of interest need not be published.

Unless otherwise specified in the Conditions of the relevant Series, where the Reference Rate in respect of the relevant Series of Floating Rate Covered Bonds is specified in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) as being “Compounded Daily SONIA”, if the Covered Bonds of any such Series become immediately due and repayable following an Issuer Event of Default or a Covered Bond Guarantor Event of Default, the final Rate of Interest will be calculated by the Principal Paying Agent, Calculation Agent or such other party responsible for the calculation of interest as specified in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement), as the case may be, for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Covered Bonds become so due and repayable, and such Rate of Interest shall continue to apply to the Covered Bonds for so long as interest continues to accrue thereon as provided in Condition 4 and this Trust Deed.

2.7 Currency of payments

All payments of any amounts due in respect of, under and in connection with this Bond Trust Deed and the Covered Bonds of any Series to the relevant Covered Bondholders and Couponholders will be made in the relevant currency in accordance with the Conditions, after being converted at the relevant Covered Bond Swap Rate if necessary.

2.8 Further Covered Bonds Forming Single Series

The Issuer will be at liberty from time to time (but subject always to the provisions of this Bond Trust Deed) without the consent of the Covered Bondholders or Couponholders to create and issue further Covered Bonds (whether in bearer or registered form) having terms and conditions the same as the Covered Bonds of any Series or the same in all respects save for the amount and date of the first payment of interest thereon, issue date and/or purchase price and so that the same will be consolidated and form a single Series with the outstanding Covered Bonds of such Series.

2.9 Separate Series

The Covered Bonds of each Series will form a separate Series of Covered Bonds and accordingly, except in relation to those provisions of this Bond Trust Deed which refer to the Covered Bonds or Covered Bondholders of any Series, the Covered Bonds or Covered Bondholders of the relevant one or more Series or the Covered Bonds or Covered Bondholders of all Series and subject as provided in paragraph 23 of Schedule 4 and unless for any purpose the Bond Trustee in its absolute discretion otherwise determines, the provisions of this Bond Trust Deed will apply *mutatis mutandis* separately and independently to the Covered Bonds of each Series. The expressions Covered Bonds, Covered Bondholders, Coupons, Couponholders and Talons will be construed accordingly.

2.10 Agreement to be bound

The Bond Trustee acknowledges and agrees to be bound by and has the benefit of the terms of the Establishment Deed and the Security Deed as if it were a party to those documents.

3. FORMS OF THE COVERED BONDS

3.1 Bearer Global Covered Bonds

- (a) Each Tranche of Bearer Covered Bonds will initially be represented by a single Temporary Bearer Global Covered Bond or a single Permanent Bearer Global Covered Bond, as indicated in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement). Each Temporary Bearer Global Covered Bond will be exchangeable, upon a request as described therein, for either Bearer Definitive Covered Bonds together with, where applicable,

Coupons and, where applicable, Talons attached, or a Permanent Bearer Global Covered Bond in each case in accordance with the provisions of such Temporary Bearer Global Covered Bond. Each Permanent Bearer Global Covered Bond will be exchangeable for Definitive Covered Bonds together with, where applicable, Coupons and, where applicable, Talons attached, in accordance with the provisions of such Permanent Bearer Global Covered Bond. All Bearer Global Covered Bonds must be prepared, completed and delivered to a common depository for Euroclear and Clearstream, Luxembourg in accordance with the provisions of the Programme Agreement or to another appropriate depository as may be approved by the Bond Trustee in accordance with any other agreement between the Issuer and the relevant Dealer(s) and, in each case, the Principal Agency Agreement.

- (b) Each Temporary Bearer Global Covered Bond must be printed or typed in the form or substantially in the form set out in Part 1 of Schedule 1 and may be a facsimile. Each Temporary Bearer Global Covered Bond must have annexed thereto a copy of the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) and must be signed manually or in facsimile by an Authorised Signatory of the Issuer on behalf of the Issuer and be authenticated by or on behalf of the Principal Paying Agent. Each Temporary Bearer Global Covered Bond so executed and authenticated will be binding and valid obligations of the Issuer and the Covered Bond Guarantee in respect thereof will be binding and valid obligations of the Covered Bond Guarantor and title to such Temporary Bearer Global Covered Bond will pass by delivery.
- (c) Each Permanent Bearer Global Covered Bond must be printed or typed in the form or substantially in the form set out in Part 2 of Schedule 1 and may be a facsimile. Each Permanent Bearer Global Covered Bond must have annexed thereto a copy of the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) and will be signed manually or in facsimile by an Authorised Signatory of the Issuer on behalf of the Issuer and be authenticated by or on behalf of the Principal Paying Agent. Each Permanent Bearer Global Covered Bond so executed and authenticated will be binding and valid obligations of the Issuer and the Covered Bond Guarantee in respect thereof will be binding and valid obligations of the Covered Bond Guarantor and title to such Permanent Bearer Global Covered Bond will pass by delivery.

3.2 Registered Global Covered Bonds

- (a) Unless otherwise set forth in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement), Registered Global Covered Bonds will be deposited with, and registered in the name of, a common depository for Euroclear and Clearstream, Luxembourg. Beneficial interests in the Registered Global Covered Bonds will be shown on, and exchanges and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream, Luxembourg. Until the expiration of the Distribution Compliance Period beneficial interests in any Registered Global Covered Bond may be held only by or through agent members of Euroclear and/or Clearstream, Luxembourg. Title to the Registered Global Covered Bonds will pass upon registration of transfers in accordance with the provisions of the relevant Agency Agreement.
- (b) Registered Covered Bonds represented by the Registered Global Covered Bonds will be exchangeable and transferable only in accordance with, and subject to, the provisions of the Registered Global Covered Bonds and the relevant Agency Agreements and the rules and operating procedures for the time being of Euroclear and Clearstream, Luxembourg.
- (c) Each Registered Global Covered Bond must be printed or typed in the form or substantially in the form set out in Part 6 of Schedule 1 and may be a facsimile. Each Registered Global Covered Bond must have annexed thereto a copy of the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) and must be signed manually or in facsimile by an Authorised Signatory of the Issuer on behalf of the Issuer and must be authenticated by or on behalf of the Registrar. Each Registered Global Covered Bond so executed and authenticated will be

binding and valid obligations of the Issuer and the Covered Bond Guarantee in respect thereof will be binding and valid obligations of the Covered Bond Guarantor.

3.3 Bearer Definitive Covered Bonds and Registered Definitive Covered Bonds

- (a) The Bearer Definitive Covered Bonds, Coupons and Talons will be in bearer form and will be issued in the respective forms or substantially in the respective forms set out in Part 3, Part 4 and Part 5, respectively, of Schedule 1. The Bearer Definitive Covered Bonds, the Coupons and the Talons must be serially numbered and, if listed or quoted, must be security printed in accordance with the requirements (if any) from time to time of the relevant Stock Exchange (if any). The relevant Conditions may be incorporated by reference into such Bearer Definitive Covered Bonds or, if not so permitted by the relevant Stock Exchange (if any), the Bearer Definitive Covered Bonds must be endorsed with or have attached thereto the relevant Conditions, and, in either such case, the Bearer Definitive Covered Bonds must have endorsed thereon or attached thereto a copy of the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) (or the relevant provisions thereof). Title to the Bearer Definitive Covered Bonds, the Coupons and the Talons will pass by delivery.
- (b) The Registered Definitive Covered Bonds will be in registered form and will be issued in the form or substantially in the form set out in Part 7 of Schedule 1, must be serially numbered and a Form of Transfer and, if listed or quoted, must be security printed in accordance with the requirements (if any) from time to time of the relevant Stock Exchange (if any). The Conditions may be incorporated by reference (where applicable to this Bond Trust Deed) into such Registered Definitive Covered Bonds or, if not so permitted by the relevant Stock Exchange (if any), the Registered Definitive Covered Bonds must be endorsed with or have attached thereto the relevant Conditions and, in either such case, the Registered Definitive Covered Bonds must have endorsed thereon or attached thereto a copy of the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) (or the relevant provisions thereof). Title to the Registered Definitive Covered Bonds will pass upon the registration of transfers in the Register kept by the Registrar in respect thereof in accordance with the provisions of the relevant Agency Agreement and this Bond Trust Deed.
- (c) The Definitive Covered Bonds must be signed manually or in facsimile by an Authorised Signatory of the Issuer on behalf of the Issuer and must be authenticated by or on behalf of the Principal Paying Agent (in the case of the Bearer Definitive Covered Bonds) or the Registrar (in the case of Registered Definitive Covered Bonds). The Definitive Covered Bonds so executed and authenticated, and the Coupons and Talons, upon execution and authentication of the relevant Bearer Definitive Covered Bonds, will be binding and valid obligations of the Issuer and the Covered Bond Guarantee in respect thereof will be binding and valid obligations of the Covered Bond Guarantor. The Coupons and the Talons will not be signed. No Definitive Covered Bond and none of the Coupons or Talons appertaining to a Bearer Definitive Covered Bond will be binding or valid until the relevant Definitive Covered Bond has been executed and authenticated as aforesaid.

3.4 A\$ Registered Covered Bonds

- (a) The A\$ Registered Covered Bonds are issued in registered form by an entry in the A\$ Register. No certificate will be issued in respect of the A\$ Registered Covered Bonds unless the Issuer determines that certificates should be available or it is required to do so pursuant to any applicable law or regulation.
- (b) An A\$ Registered Covered Bond is issued or redeemed when the A\$ Registrar enters the details of the issue or redemption in the A\$ Register.

- (c) The A\$ Registered Covered Bonds are issued subject to the Final Terms (or, where such A\$ Registered Covered Bonds are Exempt Covered Bonds, the Pricing Supplement) applicable to the relevant Series or Tranche thereof. The A\$ Registrar will enter the Final Terms or Pricing Supplement applicable to each relevant Series or Tranche of A\$ Registered Covered Bonds in the A\$ Register.
- (d) Each A\$ Registered Covered Bond issued in accordance with this Clause 3.4 will be binding and valid obligations of the Issuer and the Covered Bond Guarantee in respect thereof will be binding and valid obligations of the Covered Bond Guarantor.
- (e) The entries in the A\$ Register in respect of the A\$ Registered Covered Bonds are conclusive evidence of the things to which they relate (including that the person entered as the Covered Bondholder of an A\$ Registered Covered Bond is the absolute owner of that A\$ Registered Covered Bond) subject to correction for fraud, error or omission.
- (f) A\$ Registered Covered Bonds may be transferred in whole but not in part. Application for the transfer of A\$ Registered Covered Bonds not entered into the Austraclear System or any alternative clearing system must be made by the lodgement of a transfer form with the A\$ Registrar at its specified office. Each transfer form must be duly completed, accompanied by any evidence the A\$ Registrar may require to establish that the transfer form has been duly executed and signed by the transferor and the transferee. If a Covered Bondholder transfers some but not all of the Covered Bonds it holds and the transfer form does not identify the specific Covered Bonds transferred, the A\$ Registrar may choose which Covered Bonds registered in the name of the Covered Bondholder have been transferred. However, the Principal Amount Outstanding of the Covered Bonds registered as transferred must equal the Principal Amount Outstanding of the Covered Bonds expressed to be transferred in the transfer form.
- (g) For so long as any of the A\$ Registered Covered Bonds are lodged in the Austraclear System, beneficial interests in A\$ Registered Covered Bonds will be transferable only in accordance with the Austraclear Regulations.

3.5 Facsimile signatures

The Issuer may use the facsimile signature of any person who at the date such signature is affixed to a Covered Bond is duly authorised by the Issuer notwithstanding that at the time of issue of any of the Covered Bonds the person may have ceased for any reason to be the holder of such office or be so authorised.

3.6 Persons to be treated as Covered Bondholders

Except as ordered by a court of competent jurisdiction or as required by law or applicable regulations, the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Principal Paying Agent, the other Paying Agents, the Registrar, the A\$ Registrar and/or the Transfer Agent (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notation of ownership or writing thereon or notice of any previous loss or theft thereof) may:

- (a)
 - (i) for the purpose of making payment thereon or on account thereof deem and treat the bearer of any Bearer Global Covered Bond, Bearer Definitive Covered Bond, Coupon or Talon and the registered holder of any Registered Definitive Covered Bond; and
 - (ii) for the purpose of making payment thereon or on account thereof and, with respect to an A\$ Registered Covered Bond lodged in the Austraclear System, voting, giving

consents and making requests pursuant to this Bond Trust Deed deem and treat the registered holder of any A\$ Registered Covered Bond,

as the absolute owner thereof and of all rights thereunder free from all encumbrances, and will not be required to obtain proof of such ownership or as to the identity of the bearer or, as the case may be, registered holder; and

- (b) for all other purposes deem and treat:
- (i) the bearer of any Bearer Definitive Covered Bond, Coupon or Talon and the registered holder of any Registered Definitive Covered Bond; and
 - (ii) each person for the time being shown in the records of Euroclear or Clearstream, Luxembourg or the Austraclear System, or such other additional or alternative clearing system approved by the Issuer, the Bond Trustee and (other than in relation to the A\$ Registered Covered Bonds) the Principal Paying Agent, as having a particular nominal amount of Covered Bonds credited to his securities account,

as the absolute owner thereof free from all encumbrances and will not be required to obtain either (a) proof of such ownership, other than, in the case of any person for the time being so shown in such records, a certificate or letter of confirmation signed on behalf of Euroclear, Clearstream, Luxembourg or the Austraclear System (as the case may be) or any other form of record (including any certificate or other document which may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's Creation Online system) in accordance with its usual procedures and in which the holder of a particular nominal amount of the Covered Bonds is clearly identified together with the amount of such holding) made by any of them or (b) proof of the identity of the bearer of any Bearer Global Covered Bond, Bearer Definitive Covered Bond, Coupon or Talon, the registered holder of any Registered Global Covered Bond or Registered Definitive Covered Bond or the registered holder of any A\$ Registered Covered Bonds.

3.7 Certificates of Euroclear and Clearstream, Luxembourg and the Austraclear System

Without limiting Clause 17(ee), the Issuer, the Covered Bond Guarantor and the Bond Trustee may call for and, in the absence of manifest error, will be at liberty to accept and place full reliance on as sufficient evidence thereof a certificate or letter of confirmation issued on behalf of Euroclear, Clearstream, Luxembourg or, in the case of the A\$ Register, Austraclear or the A\$ Registrar or any form of record (including any certificate or other document which may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's Creation Online system) in accordance with its usual procedures and in which the holder of a particular nominal amount of the Covered Bonds is clearly identified together with the amount of such holding) made by any of them or such other form of evidence and/or information and/or certification as it will, in its absolute discretion, think fit to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as the holder of a particular nominal amount of Covered Bonds and, if it does so rely, such letter of confirmation, form of record, evidence, information or certification will be conclusive and binding on all concerned.

4. FEES, DUTIES AND TAXES

The Issuer must pay all stamp duties and other similar duties or taxes (if any) payable in the United Kingdom or Australia or any other jurisdiction on or arising out of or in consequence of:

- (a) the constitution and issue of the Covered Bonds, the Coupons and the Talons and the creation of the Security;
- (b) the initial delivery of the Covered Bonds to the Principal Paying Agent (if any) and by the Principal Paying Agent to the persons entitled thereto;
- (c) any action taken by the Bond Trustee (or any Covered Bondholder or Couponholder where permitted under this Bond Trust Deed so to do) to enforce the provisions of the Covered Bonds, the Coupons or this Bond Trust Deed; and
- (d) the execution of each of this Bond Trust Deed, the Establishment Deed, the Mortgage Sale Agreement and the Cover Pool Monitor Agreement.

If as a consequence of an Issuer Event of Default, the Bond Trustee (or any Covered Bondholder or the Couponholder where permitted under this Bond Trust Deed so to do) takes any proceedings against the Issuer in any jurisdiction and for the purposes of any such proceedings this Bond Trust Deed or any Covered Bonds, Coupons or Talons are taken into any such jurisdiction and any stamp duties or other duties or taxes become payable thereon in any such jurisdiction, the Issuer must pay (or reimburse the person making payment of) such stamp duties or other duties or taxes (including penalties).

5. COVENANT OF COMPLIANCE

Each of the Issuer and the Covered Bond Guarantor covenants with the Bond Trustee that it will comply with and perform and observe all the provisions of this Bond Trust Deed and the other Programme Documents which are expressed to be binding on it. The Conditions will be binding on the Issuer, the Covered Bond Guarantor, the Covered Bondholders and the Couponholders. The Bond Trustee will be entitled to enforce the obligations of the Issuer and the Covered Bond Guarantor under the Covered Bonds and the Coupons as if the same were set out and contained in this Bond Trust Deed, which must be read and construed as one document with the Covered Bonds and the Coupons. The Bond Trustee will hold the benefit of this covenant upon trust for itself and the Covered Bondholders and the Couponholders according to its and their respective interests.

6. CANCELLATION OF COVERED BONDS AND RECORDS

6.1 The Issuer will procure that all Covered Bonds issued by it which are (a) redeemed or (b) purchased by or on behalf of the Issuer, or any of its subsidiaries or the Covered Bond Guarantor and (other than in the case of A\$ Registered Covered Bonds) surrendered for cancellation or (c) (other than in the case of A\$ Registered Covered Bonds) which, being mutilated or defaced, have been surrendered and replaced pursuant to Condition 10, or (d) (other than in the case of A\$ Registered Covered Bonds) are exchanged as provided in this Bond Trust Deed (together in each case, in the case of Bearer Definitive Covered Bonds, with all unmatured Coupons attached thereto or delivered therewith), and, in the case of Bearer Definitive Covered Bonds, all relative Coupons paid in accordance with the relevant Conditions or which, being mutilated or defaced, have been surrendered and replaced pursuant to Condition 10, will forthwith be cancelled by or on behalf of the Issuer and a certificate stating:

- (a) the aggregate principal amount of Covered Bonds which have been redeemed and the amounts paid in respect thereof and the aggregate amounts in respect of Coupons which have been paid;
- (b) the serial numbers of such Covered Bonds in definitive form distinguishing between Bearer Covered Bonds and Registered Covered Bonds;

- (c) the total numbers (where applicable, of each denomination) by maturity date of such Coupons;
- (d) the aggregate amount of interest paid (and the due dates of such payments) on Global Covered Bonds;
- (e) the aggregate nominal amount of Covered Bonds (if any) which have been purchased by or on behalf of the Issuer or any of its subsidiaries or the Covered Bond Guarantor and cancelled and the serial numbers of such Covered Bonds in definitive form and, in the case of Bearer Definitive Covered Bonds, the total number (where applicable, of each denomination) by maturity date of the Coupons and Talons attached thereto or surrendered therewith;
- (f) the aggregate nominal amounts of Covered Bonds and the aggregate amounts in respect of Coupons which have been so exchanged or surrendered and replaced and the serial numbers of such Covered Bonds in definitive form and the total number (where applicable, of each denomination) by maturity date of such Coupons;
- (g) the total number (where applicable, of each denomination) by maturity date of the unmatured Coupons missing from Bearer Definitive Covered Bonds bearing interest at a fixed rate which have been redeemed or exchanged or surrendered and replaced and the serial numbers of the Bearer Definitive Covered Bonds to which such missing unmatured Coupons appertained; and
- (h) the total number (where applicable, of each denomination) by maturity date of Talons which have been exchanged for further Coupons,

will be given to the Bond Trustee by or on behalf of the Issuer as soon as possible and in any event within four months after the date of such redemption, purchase, payment, exchange or replacement (as the case may be). The Bond Trustee may accept such certificate as conclusive evidence of redemption, purchase, exchange or replacement *pro tanto* of the Covered Bonds or payment of principal or interest (as the case may be) thereon or exchange of the relative Talons respectively and of cancellation of the relative Covered Bonds and Coupons.

- 6.2 Subject to the paragraph below, the Issuer must procure (a) that the Principal Paying Agent will keep a full and complete record of all Covered Bonds, Coupons and Talons issued by it and of their redemption or purchase by or on behalf of the Issuer or any of its subsidiaries or the Covered Bond Guarantor, any cancellation or any payment or exchange (as the case may be) and of all replacement covered bonds, coupons or talons issued in substitution for lost, stolen, mutilated, defaced or destroyed Covered Bonds, Coupons or Talons (b) that the Principal Paying Agent will, in respect of the Coupons of each maturity, retain (in the case of Coupons other than Talons) until the expiry of six years from the Relevant Date in respect of such Coupons and (in the case of Talons) indefinitely, either all paid or exchanged Coupons of that maturity or a list of the serial numbers of Coupons of that maturity still remaining unpaid or unexchanged and (c) that such records and copies thereof will be made available to the Bond Trustee at all reasonable times.

Notwithstanding the foregoing, the Issuer will not be required to procure the keeping of a record of serial numbers and maturity dates of Coupons except as regards unmatured Coupons not attached to or surrendered with Bearer Definitive Covered Bonds presented for redemption or purchased and presented for cancellation, matured Coupons that remain unpaid, Coupons in place of which replacement Coupons have been issued and replacement Coupons.

7. COVERED BOND GUARANTEE

- 7.1 In consideration of the subscription by the Issuer for the Intercompany Notes and the Demand Note to be issued by the Covered Bond Guarantor pursuant to the Intercompany Note Subscription Agreement and the Demand Note Subscription Agreement, respectively, the Issuer's undertakings in clauses 8.4 and 8.5 (inclusive) of the Intercompany Note Subscription Agreement and clause 10.3 of the Demand Note Subscription Agreement and the payment of any Excess Proceeds to the Covered Bond Guarantor pursuant to Clause 11.2, the Covered Bond Guarantor, as principal obligor irrevocably and unconditionally guarantees to the Bond Trustee, for the benefit of the Covered Bondholders, the prompt performance by the Issuer of its obligations to pay Guaranteed Amounts.
- 7.2 The Covered Bond Guarantor must, as principal obligor:
- (a) following the occurrence of an Issuer Event of Default and the service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer (copied to the Covered Bond Guarantor) and a Notice to Pay on the Covered Bond Guarantor (copied to the Trust Manager and the Security Trustee), pay or procure to be paid on each Scheduled Payment Date (or on such later date provided for in Clause 8.2 (in the manner described in Clause 8)) irrevocably and unconditionally to or to the order of the Bond Trustee (for the benefit of the Covered Bondholders), an amount equal to those Guaranteed Amounts which have become Due for Payment in accordance with the terms of this Bond Trust Deed (or which would have become Due for Payment but for any variation, release or discharge of the Guaranteed Amounts), but which have not been paid by the Issuer to the relevant Covered Bondholder and/or Couponholders on the relevant date for payment provided that no Notice to Pay will be so served on the Covered Bond Guarantor until an Issuer Acceleration Notice has been served by the Bond Trustee on the Issuer; and
 - (b) following the occurrence of a Covered Bond Guarantor Event of Default and the service by the Bond Trustee of a Covered Bond Guarantee Acceleration Notice on the Issuer and the Covered Bond Guarantor (copied to the Trust Manager and the Security Trustee), in respect of the Covered Bonds of each Series which have become immediately due and repayable (or which would have become Due for Payment but for any variation, release or discharge of the Guaranteed Amounts), pay or procure to be paid to or to the order of the Bond Trustee (for the benefit of itself and the Covered Bondholders) in the manner described in Clause 8, the Guaranteed Amounts.

Notwithstanding any provision of any Programme Document (including without limitation this Bond Trust Deed) to the contrary, the Covered Bond Guarantor will only be required to make a payment, or procure a payment to be made, under the Covered Bond Guarantee to the extent that the Covered Bond Guarantor is required to make such payment in accordance with the Guarantee Priority of Payments.

- 7.3 In relation to the Covered Bonds of each Series, the Covered Bond Guarantee:
- (a) is a continuing guarantee;
 - (b) extends to the ultimate balance of the Guaranteed Amounts due to be paid or which would have been due to be paid by the Issuer on the relevant Scheduled Payment Dates in accordance with the terms of this Bond Trust Deed, the Covered Bonds or the Coupons, regardless of any intermediate payment or discharge in whole or in part of any Guaranteed Amounts due to be paid on the relevant Scheduled Payment Date;
 - (c) will not be discharged except by complete performance of the obligations in this Bond Trust Deed, is additional to, and not instead of, any security or other guarantee or indemnity at any

time existing in favour of any person (whether from the Covered Bond Guarantor or otherwise);

- (d) will remain in force until all moneys payable by the Covered Bond Guarantor pursuant to the terms of the Covered Bond Guarantee have been paid; and
- (e) is a guarantee of payment not collection.

7.4 The Covered Bond Guarantor will not in respect of any payment due to be made pursuant to this Bond Trust Deed be released from its obligations under or pursuant to this Bond Trust Deed in any circumstances (notwithstanding anything which but for this provision would release the Covered Bond Guarantor or would affect its liability under or pursuant to this Bond Trust Deed in respect of such payment) except upon the receipt by or for the account of the Bond Trustee of the full amount of such payment from the Issuer and the Covered Bond Guarantor, as applicable, in the currency, at the place and in the manner provided for in this Bond Trust Deed provided that (except in the case of Excess Proceeds) every payment of principal, premium or interest in respect of the Covered Bonds and/or Coupons made to the Principal Paying Agent or, in the case of A\$ Registered Covered Bonds, to the A\$ Registrar will be in satisfaction *pro tanto* of the liability of the Covered Bond Guarantor under this Bond Trust Deed and will be deemed for the purpose of this Clause 7.4 to have been paid to the order of the Bond Trustee, except to the extent that the subsequent payment thereof to the Covered Bondholders or the Couponholders in accordance with the Conditions is not made.

7.5 If any payment (whether in respect of the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition received by the Bond Trustee, the Principal Paying Agent, the A\$ Registrar or any Covered Bondholder or Couponholder and such payment, security or other disposition (as the case may be) is avoided or set aside in whole or in part under any laws relating to the bankruptcy, sequestration, liquidation, insolvency, administration, corporate reorganisation or other such similar event of the Issuer or the Covered Bond Guarantor, such payment or arrangement will not be considered as having discharged the relevant liability of the Covered Bond Guarantor under the Covered Bond Guarantee (or any corresponding obligation of the Issuer) in respect thereof and that liability or obligation will continue or be reinstated as if the payment or arrangement had not occurred and the Covered Bond Guarantor will indemnify the Bond Trustee, the Principal Paying Agent, the A\$ Registrar and the Covered Bondholders and/or Couponholders (as the case may be) in respect thereof.

7.6 Without prejudice to the generality of the foregoing provisions of this Clause 7, the Covered Bond Guarantor agrees that its obligations under this Bond Trust Deed (including in respect of the Covered Bond Guarantee) will be as if it were principal debtor and not merely as surety or guarantor and will be direct, absolute and (to the extent that such obligations extend to the Covered Bond Guarantee, following service of an Issuer Acceleration Notice and Notice to Pay or a Covered Bond Guarantee Acceleration Notice) unconditional obligations of the Covered Bond Guarantor, secured as provided in the Security Deed and subject as provided in Clause 32, irrespective of, and unaffected by, any invalidity, irregularity, illegality or unenforceability of, or defect in, any provisions of this Bond Trust Deed or any other Programme Document, or the absence of any action to enforce the same or the waiver, modification or consent by the Bond Trustee, any of the Covered Bondholders or Couponholders in respect of any provisions of the same or the obtaining of any judgment or decree against the Issuer or any action to enforce the same or any other circumstances which might otherwise constitute a legal or equitable discharge or defence of a guarantor. Accordingly, the validity of the Covered Bond Guarantee will not be affected by any invalidity, irregularity or unenforceability of all or any of the obligations of the Issuer under this Bond Trust Deed or any other Programme Document and the Covered Bond Guarantee will not be discharged nor will the liability of the Covered Bond Guarantor under this Bond Trust Deed be affected by any act, thing or

omission or means whatsoever whereby its liability would not have been discharged if it had been the principal debtor.

- 7.7 The liability of the Covered Bond Guarantor under the Covered Bond Guarantee will not be lessened, affected, impaired or discharged by:
- (a) any time, waiver or indulgence granted to the Issuer by the Bond Trustee, any of the Covered Bondholders or Couponholders;
 - (b) any dealings or transactions between the Issuer and the Bond Trustee, any of the Covered Bondholders or Couponholders whether or not the Covered Bond Guarantor is a party to or cognisant of the same;
 - (c) the dissolution of the Issuer or any change in the status, functions, control or ownership of the Issuer or any consolidation, merger, conveyance or transfer by the Issuer;
 - (d) any composition or arrangement between the Issuer and its creditors or the release or variation of the obligations of the Issuer pursuant to such composition or arrangement;
 - (e) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Issuer or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - (f) any incapacity or lack of powers, authority or legal personality of the Issuer or any other person;
 - (g) any variation (however fundamental) or replacement of this Bond Trust Deed, the Covered Bonds or the Coupons;
 - (h) any other guarantee or security now or subsequently held by any Secured Creditor, and the Covered Bond Guarantee is in addition to any such guarantee or security; or
 - (i) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of the Issuer under this Bond Trust Deed or any other Programme Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order so that each such obligation will for the purposes of the Covered Bond Guarantor's obligations under the Covered Bond Guarantee be construed as if there were no such circumstance.
- 7.8 Subject to its obligation to deliver a Notice to Pay to the Covered Bond Guarantor in respect of the Covered Bond Guarantee, the Bond Trustee may determine from time to time whether or not it will enforce the Covered Bond Guarantee, which it is entitled to enforce without making any demand or taking any proceedings against the Issuer. Subject to the provisions of this Clause 7 with regard to the service of a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor hereby waives any right to require proceedings first against the Issuer with respect to this Bond Trust Deed, the Covered Bonds or Coupons, diligence, presentment, demand of payment, filing of claims with a court in the event of dissolution, liquidation, merger or bankruptcy of the Issuer, protest or notice and all demands whatsoever.
- 7.9 To the extent that the Covered Bond Guarantor makes, or there is made on its behalf, a payment under the Covered Bond Guarantee the Issuer will on such payment being made become indebted to the Covered Bond Guarantor for an amount equal to such payment in accordance with the

Intercompany Note Subscription Agreement and the Demand Note Subscription Agreement. Until all amounts which may be or become payable by the Issuer under this Bond Trust Deed, the Covered Bonds or Coupons have been irrevocably paid in full, the Covered Bond Guarantor hereby waives irrevocably and unconditionally:

- (a) all rights of subrogation, indemnity, contribution or otherwise (arising under common law, equity, statute or otherwise whatsoever) which it might otherwise have against the Issuer by virtue of any payment made by the Covered Bond Guarantor pursuant to the Covered Bond Guarantee; and
- (b) all rights to claim, rank, prove or vote as creditor of the Issuer or its estate in competition with the Bond Trustee (on behalf of the Covered Bondholders) or to claim a right of set-off,

subject always to the rights of the Covered Bond Guarantor to set-off amounts owing by the Issuer to the Covered Bond Guarantor in respect of amounts paid by the Covered Bond Guarantor under the Covered Bond Guarantee against any amounts repayable by the Covered Bond Guarantor to the Issuer under the terms of the Intercompany Note Subscription Agreement and the Demand Note Subscription Agreement, which will remain unaffected.

If notwithstanding the foregoing, upon the bankruptcy, insolvency, administration or liquidation of the Issuer, any payment or distribution of assets of the Issuer of any kind or character, whether in cash, property or securities, has been received by the Covered Bond Guarantor or if the Covered Bond Guarantor is able to exercise any set-off rights against the Issuer (other than under the Intercompany Note Subscription Agreement or the Demand Note Subscription Agreement) before payment in full of all amounts payable under this Bond Trust Deed have been made to the Bond Trustee and/or the Covered Bondholders and the Couponholders, such payment and/or an amount equal to the amount so set-off will be received by the Covered Bond Guarantor and will be held by the Covered Bond Guarantor on trust to pay the same over immediately to the Bond Trustee for application in or towards the payment of all amounts which are due and payable, but which remain unpaid, by the Covered Bond Guarantor under this Bond Trust Deed.

- 7.10 Any amounts from time to time received by the Bond Trustee under the Covered Bond Guarantee will be applied by the Bond Trustee in accordance with the provisions of Clause 11.1 provided that any Excess Proceeds received by the Bond Trustee will be applied by the Bond Trustee in accordance with the provisions of Clause 11.2.
- 7.11 As a separate, independent, alternative and primary obligation, the Covered Bond Guarantor unconditionally and irrevocably agrees that (following the service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer and the service by the Bond Trustee of a Notice to Pay on the Covered Bond Guarantor) should any amount which, although expressed to be a Guaranteed Amount, for any reason (including any provisions of this Bond Trust Deed or the Programme Documents being or becoming void, voidable or unenforceable for any reason and whether or not now existing and whether or not now known or becoming known to the Issuer, the Covered Bond Guarantor, the Bond Trustee or any Covered Bondholder) is not recoverable from the Covered Bond Guarantor on the basis of a guarantee such amount will nevertheless be recoverable from the Covered Bond Guarantor on the basis of a full indemnity and will be paid by it to the Bond Trustee on demand provided that the Covered Bond Guarantor's obligation hereunder will in no circumstances exceed the relevant Guaranteed Amount.

8. PAYMENTS UNDER THE COVERED BOND GUARANTEE

- 8.1 Where the Issuer has determined on an Interest Payment Date or such other date in respect of which any principal or interest in relation to the Covered Bonds is due and payable by the Issuer (other than pursuant to Condition 9 (Events of Default and Enforcement) of the Conditions (the **Due Date**)) that

it will not have sufficient funds to meet the amount of such interest and/or principal due and payable on such Interest Payment Date or Due Date (the difference being the **Shortfall**), it must notify the Bond Trustee in writing (copied to the Covered Bond Guarantor and the Trust Manager), no later than close of business on the fifth Business Day before such Interest Payment Date or Due Date of the Shortfall amount in relation to the Covered Bonds which is due and payable by the Issuer. Following the occurrence of an Issuer Event of Default and service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer pursuant to Condition 9(a), the Bond Trustee must promptly deliver a Notice to Pay to the Covered Bond Guarantor (copied to the Trust Manager) requiring the Covered Bond Guarantor to pay the Guaranteed Amounts as and when the same are Due for Payment in accordance with the terms of the Covered Bond Guarantee and this Bond Trust Deed.

- 8.2 Following the service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer and the service by the Bond Trustee of a Notice to Pay on the Covered Bond Guarantor but prior to a Covered Bond Guarantor Event of Default and delivery by the Bond Trustee of a Covered Bond Guarantee Acceleration Notice on the Issuer and the Covered Bond Guarantor (copied to the Trust Manager and the Security Trustee), payment by the Covered Bond Guarantor of the Guaranteed Amounts pursuant to the Covered Bond Guarantee must be made in accordance with the Guarantee Priority of Payments by 12 noon (local time in the relevant financial centre of the payment or, in the case of a payment in Euro, London time) on the Original Due for Payment Date or, if applicable, the Extended Due for Payment Date on which the relevant Guaranteed Amount is Due for Payment except that where the Covered Bond Guarantor is required to make a payment of a Guaranteed Amount in respect of the Final Redemption Amount payable on the Final Maturity Date of a Covered Bond, the Covered Bond Guarantor will make such payment no later than the Extension Determination Date provided always that the Covered Bond Guarantor has received a Notice to Pay no later than one Business Day prior to such Extension Determination Date. In addition, where the Covered Bond Guarantor is required to make a payment of a Guaranteed Amount in respect of a Final Redemption Amount payable on the Final Maturity Date of the Covered Bond, to the extent that the Covered Bond Guarantor has insufficient moneys available after payment of higher ranking amounts and taking into account amounts ranking *pari passu* therewith in the Guarantee Priority of Payments to pay such Guaranteed Amounts, it will make partial payment of such Guaranteed Amounts in accordance with the Guarantee Priority of Payments.
- 8.3 The Bond Trustee must direct the Covered Bond Guarantor to pay (or to procure the payment of) all sums payable under the Covered Bond Guarantee to the Principal Paying Agent or, in the case of the A\$ Registered Covered Bonds, to the A\$ Registrar subject always to the provisions of Clause 2.5. For the avoidance of doubt, any discharge of the Issuer as a result of the payment of Excess Proceeds to the Bond Trustee must be disregarded for the purposes of determining the amounts to be paid by the Covered Bond Guarantor under the Covered Bond Guarantee.
- 8.4 At least one Business Day before the date on which the Covered Bond Guarantor is obliged to make a payment under the Covered Bond Guarantee, the Trust Manager must notify or procure the notification of the Principal Paying Agent or, in relation to the A\$ Registered Covered Bonds, the A\$ Registrar, of the irrevocable instructions to the Account Bank through which payment to the Principal Paying Agent or, in the case of the A\$ Registered Covered Bonds, the A\$ Registrar is to be made.
- 8.5 All payments of Guaranteed Amounts by or on behalf of the Covered Bond Guarantor must be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessment or other governmental charges of whatever nature imposed or levied by or on behalf of Australia or any political sub-division thereof or by any authority therein or thereof having power to tax, unless such withholding or deduction is required by law or regulation or administrative practice of any jurisdiction. If any such withholding or deduction is required, the Covered Bond Guarantor will pay the Guaranteed Amounts net of such withholding or deduction and will account to the appropriate Tax Authority for the amount required to be withheld or deducted. In addition, any

amounts to be paid on the Covered Bonds will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**), or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, and no additional amounts will be required to be paid on account of any such deduction or withholding. The Covered Bond Guarantor will not be obliged to pay any additional amount to the Bond Trustee or any holder of Covered Bonds and/or Coupons in respect of the amount of withholding or deduction described in this Clause 8.5.

- 8.6 The Issuer will not be discharged from its obligations under the Covered Bonds or Coupons and this Bond Trust Deed by any payment made by the Covered Bond Guarantor under the Covered Bond Guarantee provided that this Clause 8.6 will operate only for the purpose of the subrogation rights of the Covered Bond Guarantor contemplated by Clause 7.
- 8.7 Except in relation to Excess Proceeds, any payment made by the Covered Bond Guarantor to the Covered Bondholders or the Couponholders in respect of the Covered Bonds or Coupons may be made in accordance with the Conditions and the Agency Agreements, and any payments so made will be a good discharge *pro tanto* of the relative covenant by the Covered Bond Guarantor contained in Clause 7 or Clause 8 (as the case may be) save to the extent that there is default in the subsequent payment thereof in accordance with this Bond Trust Deed to the relevant Covered Bondholders or Couponholders (as the case may be).

9. NON-PAYMENT

- 9.1 Proof that as regards any specified Covered Bond or Coupon, the Issuer or, as the case may be, the Covered Bond Guarantor has made default in paying any amount due in respect of such Covered Bond or Coupon will (unless the contrary be proved) be sufficient evidence that the same default has been made as regards all other Covered Bonds or Coupons (as the case may be) in respect of which the relevant amount is due and payable.
- 9.2 References in the provisos in Clauses 2.4(c) and 2.4(d) and any provisions of any trust deed supplemental to this Bond Trust Deed corresponding to the provisos in Clauses 2.4(c) and 2.4(d) and to the rates aforesaid will, in the event of the Covered Bonds having become due and repayable, with effect from the expiry of the Interest Period during which such Covered Bonds become due and repayable, be construed as references to rates of interest calculated *mutatis mutandis* in accordance with the Conditions except that no notices need be published in respect thereof.

10. PROCEEDINGS, ACTION AND INDEMNIFICATION

- 10.1 The Bond Trustee may:
- (a) at any time after the occurrence of an Issuer Event of Default and the service of an Issuer Acceleration Notice (in the case of the Issuer) or, if earlier, following the occurrence of a Covered Bond Guarantor Event of Default and the service of a Covered Bond Guarantee Acceleration Notice (in the case of the Covered Bond Guarantor), at its discretion and without further notice, take such proceedings or other action or step as it may think fit against or in relation to the Issuer or, as the case may be, the Covered Bond Guarantor and/or any other person as it may think fit to enforce the provisions of the Bond Trust Deed, the Covered Bonds and the Coupons or any other Programme Document; and
 - (b) at any time after the service of a Covered Bond Guarantee Acceleration Notice, give a direction or instruction to the Security Trustee to take such actions, steps or proceedings against the Covered Bond Guarantor and/or any other person as it may think fit to enforce

the provisions of the Security Deed or any other Programme Document and may, at any time after the Security has become enforceable, direct and instruct the Security Trustee to take such steps as it may think fit to enforce the Security. Following the service of a Covered Bond Guarantee Acceleration Notice on the Issuer and the Covered Bond Guarantor, the Bond Trustee must provide a copy of such notice to the Trust Manager and the Security Trustee.

10.2 The Bond Trustee will not be bound to take, or give any direction to the Security Trustee to take, any such proceedings, steps or actions in relation to this Bond Trust Deed, the Covered Bond Guarantee, the Covered Bonds the Coupons or any other Programme Document as referred to in Clause 10.1 or give any notice pursuant to Condition 9 unless:

- (a) directed to do so by an Extraordinary Resolution of the Covered Bondholders of all Series, then outstanding (with the Covered Bonds of all Series taken together as a single Series and converted into Australian Dollars at the relevant Covered Bond Swap Rate); or
- (b) requested to do so in writing by the holders of not less than twenty-five per cent. of the Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and converted into Australian Dollars at the relevant Covered Bond Swap Rate),

and in either case then only if it is indemnified and/or secured and/or prefunded to its satisfaction.

10.3 Subject as provided above and in clause 12.5 of the Security Deed, the Bond Trustee will not be bound to take, or to give any direction to the Security Trustee to take, any other action under or in connection with this Bond Trust Deed, the Covered Bonds or the Coupons or any other Programme Document unless:

- (a) directed to do so by Extraordinary Resolution of the Covered Bondholders of the relevant one or more Series (as determined in accordance with the provisions of paragraph 23 of Schedule 4); or
- (b) requested to do so in writing by the holders of not less than twenty-five per cent. of the Principal Amount Outstanding of the Covered Bonds then outstanding of the relevant one or more Series (as determined in accordance with the provisions of paragraph 23 of Schedule 4),

and in either case then only if it is indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

10.4 Only the Bond Trustee may enforce the provisions of this Bond Trust Deed. No Covered Bondholder or Couponholder will be entitled to proceed directly against the Issuer or the Covered Bond Guarantor to enforce the performance of any of the provisions of this Bond Trust Deed or to directly enforce the provisions of any other Programme Document unless the Bond Trustee having become bound as aforesaid to so proceed fails to do so within a reasonable time and such failure is continuing, in which event any Covered Bondholder or Couponholder may, on giving an indemnity and/or prefunding and/or security satisfactory to the Bond Trustee, in the name of the Bond Trustee (but not otherwise) himself institute such proceedings and/or prove in the winding up, administration or liquidation of the Issuer or the Covered Bond Guarantor to the same extent and in the same jurisdiction (but not further or otherwise than the Bond Trustee would have been entitled to do so in respect of the Covered Bonds and Coupons and/or this Bond Trust Deed).

10.5 In exercising any of its powers, trusts authorities and discretions the Bond Trustee must only have regard to the interests of the Covered Bondholders of all Series equally and will not have regard to the interests of any other Secured Creditor.

11. APPLICATION OF MONEYS AND EXCESS PROCEEDS

11.1 Prior to the service of a Notice to Pay, all moneys received by the Bond Trustee under this Bond Trust Deed from the Issuer pursuant to Clause 2.4 in respect of a payment of principal or interest to the Covered Bondholders and, after service of a Notice to Pay, all moneys received by the Bond Trustee under this Bond Trust Deed from the Covered Bond Guarantor pursuant to Clause 7 in respect of a payment of Guaranteed Amounts to the Covered Bondholders will, unless and to the extent attributable to a particular Series of the Covered Bonds, be apportioned *pari passu* and rateably between each Series of the Covered Bonds, and to the extent attributable to a particular Series of the Covered Bonds or which are apportioned to such Series as aforesaid, must be applied:

- (a) first, to the extent not already paid or provided for under the Pre-Issuer Event of Default Priority of Payments or the Guarantee Priority of Payments, as applicable, in payment or satisfaction of all amounts then due and unpaid under Clause 16 to the Bond Trustee and/or any Appointee;
- (b) second, in or towards payment *pari passu* and rateably of all principal and interest then due and unpaid in respect of the Covered Bonds of that Series;
- (c) third, in or towards payment *pari passu* and rateably of all principal and interest then due and unpaid in respect of the Covered Bonds of each other Series; and
- (d) fourth, in payment of the balance (if any) to the Issuer (to the extent received from the Issuer) or the Covered Bond Guarantor (to the extent received from the Covered Bond Guarantor).

11.2 Following the occurrence of an Issuer Event of Default and the delivery of an Issuer Acceleration Notice and Notice to Pay, any Excess Proceeds will be paid by the Bond Trustee on behalf of the Covered Bondholders of the relevant Series to the Covered Bond Guarantor, as soon as practicable, and will be held by the Covered Bond Guarantor in the GIC Account and the Excess Proceeds will thereafter form part of the Charged Property and will be used by the Covered Bond Guarantor in the same manner as all other moneys from time to time standing to the credit of the GIC Account pursuant to the Security Deed and the Establishment Deed. Any Excess Proceeds received by the Bond Trustee and held by it or under its control will discharge *pro tanto* the obligations of the Issuer in respect of the Covered Bonds and Coupons (as applicable and to the extent of the amount so received and subject to restitution of the same if such Excess Proceeds will be required to be repaid by the Covered Bond Guarantor) (but will be deemed not to have so discharged the Issuer's obligations for the purposes of subrogation rights of the Covered Bond Guarantor contemplated by Clause 7.9). However, the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee are (following service of an Issuer Acceleration Notice and Notice to Pay or if earlier, service of a Covered Bond Guarantee Acceleration Notice) unconditional and irrevocable and the receipt by, or on behalf of, the Bond Trustee of any Excess Proceeds will not reduce or discharge any such obligations.

11.3 By subscribing for Covered Bond(s), each Covered Bondholder will be deemed to have irrevocably directed the Bond Trustee to pay the Excess Proceeds to the Covered Bond Guarantor in the manner as described above.

11.4 For the avoidance of doubt, any payments by the Covered Bond Guarantor to the Covered Bondholders out of the Excess Proceeds, will reduce the Guaranteed Amounts *pro tanto*.

- 11.5 The Issuer or the Covered Bond Guarantor shall notify the Bond Trustee in the event that it determines that any payment to be made by the Bond Trustee under any Covered Bond or under this Bond Trust Deed is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's and Covered Bond Guarantor's obligations under this Clause 11.5 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer or Covered Bond Guarantor, such Covered Bonds, or both.
- 11.6 Notwithstanding any other provision of this Bond Trust Deed, the Bond Trustee shall be entitled to make a deduction or withholding from any payment which it makes under any Covered Bonds or under this Bond Trust Deed for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Bond Trustee shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 11.6.

12. NOTICE OF PAYMENTS

The Bond Trustee (at the expense and cost of the Covered Bond Guarantor) must give notice to the relevant Covered Bondholders in accordance with Condition 13 of the day fixed for any payment to them under Clause 11.1. Such payment may be made in accordance with Condition 5 and any payment so made will be a good discharge to the Bond Trustee.

13. INVESTMENT BY BOND TRUSTEE

- 13.1 Except in relation to any Excess Proceeds, the Bond Trustee may at its absolute discretion and pending payment as provided for in this Bond Trust Deed, invest moneys at any time available for the payment of principal and interest on the Covered Bonds of any Series, in some or one of the Authorised Investments for such periods as it may consider expedient with power from time to time at the like discretion to vary such investments and to accumulate such investments and the resulting interest and other income derived therefrom. The accumulated investments must be applied under Clause 11. All interest and other income deriving from such investments must be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 16 to the Bond Trustee and/or any Appointee and otherwise held for the benefit of and paid to the Covered Bondholders of such Series or the related Couponholders, as the case may be.
- 13.2 Except in relation to any Excess Proceeds, any moneys which under the trusts of this Bond Trust Deed may be invested by the Bond Trustee may be invested in the name or under the control of the Bond Trustee in any investments or other assets in any part of the world whether or not they produce income or by placing the same on deposit in the name or under the control of the Bond Trustee at such bank or other financial institution and in such currency as the Bond Trustee may think fit. If that bank or institution is the Bond Trustee or a Subsidiary, holding or associated company of the Bond Trustee, it need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer. The Bond Trustee may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and will not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.
- 13.3 Notwithstanding anything in this Bond Trust Deed to the contrary, the Bond Trustee may not do, or be authorised or required to do, anything which might constitute a regulated activity for the purpose of the FSMA, unless it is authorised under the FSMA to do so.

In respect of any of the duties and/or responsibilities to be performed by the Bond Trustee, the Bond Trustee will have the discretion at any time (i) to delegate any of the functions which fall to be performed by an authorised person under the FSMA to any agent or person which has the necessary authorisations and licences and (ii) to apply for authorisation under the FSMA and perform any or all such functions itself if, in its absolute discretion, it considers it necessary, desirable or appropriate to do so.

14. PARTIAL PAYMENTS

Other than in the case of any payment in respect of A\$ Registered Covered Bonds, upon any payment under Clause 11.1 (other than payment in full against surrender of a Covered Bond or Coupon) the Covered Bond or Coupon in respect of which such payment is made must be produced to the Bond Trustee, the Registrar, or the relevant Paying Agent by or through whom such payment is made and the Bond Trustee must or must cause the Registrar or, as the case may be, the relevant Paying Agent to enface thereon a memorandum of the amount and the date of payment but the Bond Trustee may in any particular case or generally in relation to Registered Covered Bonds dispense with such production and enfacement upon such indemnity being given to the Bond Trustee and the Issuer as such parties think sufficient.

15. COVENANTS BY THE ISSUER AND THE COVERED BOND GUARANTOR

15.1 Each of the Issuer, the Covered Bond Guarantor and the Trust Manager (as applicable), hereby severally covenant with the Bond Trustee that, so long as any of the Covered Bonds remains outstanding, it will:

- (a) in the case of the Issuer and the Covered Bond Guarantor, provided that it has been directed to do so by the Trust Manager, at all times maintain a Principal Paying Agent, a Registrar and a Transfer Agent, each with specified offices in accordance with the Conditions and the Agency Agreements and at all times maintain any other agents required by the Conditions;
- (b) in the case of the Issuer, the Covered Bond Guarantor and the Trust Manager, give notice in writing to the Bond Trustee of the occurrence of any Issuer Event of Default or Potential Issuer Event of Default or Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default of which it is aware (as applicable) without waiting for the Bond Trustee to take any further action;
- (c) in the case of the Issuer only, at all times keep proper books of account, and permit to the extent permitted by applicable law the Bond Trustee and any persons appointed by the Bond Trustee to whom the Issuer has no reasonable objection free access to such books of account at all reasonable times during normal working hours provided that nothing in this paragraph will oblige the Issuer to disclose confidential information concerning customers of the Issuer or regarding any matters for which the Issuer would be entitled to claim exemption from disclosure;
- (d) in the case of the Trust Manager only, at all times keep proper books of account in relation to the Trust, and permit to the extent permitted by applicable law the Bond Trustee and any persons appointed by the Bond Trustee to whom the Trust Manager has no reasonable objection free access to such books of account at all reasonable times during normal working hours provided that nothing in this paragraph will oblige the Trust Manager to disclose confidential information concerning customers of the Trust Manager or regarding any matters for which the Trust Manager would be entitled to claim exemption from disclosure;
- (e) in the case of the Issuer and the Trust Manager only, give or procure to be given to the Bond Trustee (within a time reasonable in the Bond Trustee's opinion) such opinions, certificates,

information and evidence (including, in the case of the Trust Manager, such opinions, certificates, information and evidence in relation to Covered Bond Guarantor) as it reasonably requests and requires for the purpose of the discharge or exercise of the duties, powers, trusts, authorities and discretions vested in it under this Bond Trust Deed or by operation of law provided always that the foregoing will not oblige the Issuer or the Trust Manager to give any information non-disclosure of which is required by any applicable law;

- (f) in the case of the Issuer only: (A) as soon as practicable after the issue or publication of any document referred to below (other than those described in (B)); and (B) in the case of audited annual and interim accounts, within 14 days of publication of such audited annual and interim accounts in respect of each financial year, commencing with the financial year ending 31 August 2017, and in any event not later than 180 days after the end of each such financial year, (where a copy of any such document can be viewed on any relevant website) provide notice to the Bond Trustee of the issue or publication of every balance sheet, profit and loss account, audited annual and interim accounts, report, circular and notice of general meeting and every other document issued or sent to its shareholders together with any of the foregoing, and every document issued or sent to holders of securities other than its shareholders (including the Covered Bondholders), in each case which is material to the interests of the Covered Bondholders, together with the details of the relevant website where a copy of such document may be viewed and (where a copy of any such document cannot be so viewed) send to the Bond Trustee an electronic copy of such document;
- (g) in the case of the Trust Manager only, provide the Bond Trustee with an electronic copy of the audited annual accounts for the Trust in respect of each financial year, commencing with the financial year ending 31 August 2017, not later than 180 days after the end of each such financial year;
- (h) in the case of the Issuer, the Covered Bond Guarantor and the Trust Manager, so far as permitted by law at all times execute all such further documents and do all such further acts and things as may be necessary at any time or times in the reasonable opinion of the Bond Trustee to give effect to the terms and conditions of this Bond Trust Deed;
- (i) in the case of the Issuer and the Covered Bond Guarantor, for as long as any of the A\$ Registered Covered Bonds remain outstanding, maintain an A\$ Registrar in accordance with the A\$ Registry Agreement;
- (j) in the case of the Issuer only, procure that the Principal Paying Agent (other than in the case of the A\$ Registered Covered Bonds) notifies the Bond Trustee forthwith in the event that it does not, on or before the due date for payment in respect of the Covered Bonds or any of them or in respect of the Coupons (if any), receive unconditionally in the manner provided by the relevant Agency Agreement the full amount of the moneys payable on such due date on all such Covered Bonds or, as the case may be, all such Coupons;
- (k) in the case of the Issuer only, furnish from time to time any and all documents, instructions, information and undertakings that may be necessary in order to obtain (in the case of Covered Bonds which are to be listed on the London Stock Exchange) the admission of the Covered Bonds to listing and trading on the London Stock Exchange and use all reasonable endeavours to maintain such listing so long as any of the Covered Bonds remains outstanding provided always that if the Issuer is unable to maintain such listing and/or trading having used all reasonable endeavours or if the maintenance of such listing and/or trading becomes in the opinion of the Issuer unduly onerous on the Issuer, the Issuer may procure the listing, trading and/or quotation of the Covered Bonds on some listing authority, stock exchange and/or quotation system acceptable to the Bond Trustee and the provisions of this Clause 15.1(k) will be deemed to apply to such new listing, trading and/or quotation;

- (l) in the case of the Issuer, the Covered Bond Guarantor and the Trust Manager, use all reasonable endeavours to procure (in the case of the Covered Bond Guarantor, to the extent that it has power to do so under the Establishment Deed and the Agency Agreements) that the Paying Agents, the Registrar, the A\$ Registrar and the Transfer Agent observe and comply with and perform all their respective obligations under the relevant Agency Agreement and not modify or amend the same without the prior consent in writing of the Bond Trustee;
- (m) in the case of the Issuer, the Covered Bond Guarantor and the Trust Manager, send to the Bond Trustee, not less than 14 days prior to which any such notice is to be given, by the Issuer or the Covered Bond Guarantor (as the case may be), for the Bond Trustee's prior approval a copy of the form of any notice to be given by the Issuer or the Covered Bond Guarantor (as the case may be), to the Covered Bondholders in accordance with Condition 13 relating to notices and communications and, upon publication, two copies of such notice, such notice being in the form approved by the Bond Trustee (such approval not to be unreasonably withheld or delayed) and, unless so expressed, not to constitute approval for the purposes of section 21 of the FSMA of a communication within the meaning of section 21);
- (n) in the case of the Issuer and the Covered Bond Guarantor, send or procure to be sent to the Bond Trustee:
 - (i) within 14 days after demand by the Bond Trustee therefor; and
 - (ii) without the necessity for any such demand, within 14 days of publication of its audited annual accounts in respect of each financial year commencing with the financial year ending 31 August 2017,

a certificate signed by one Authorised Signatory of the Issuer, the Trust Manager or the Covered Bond Guarantor, as the case may be, certifying that, to the best of its knowledge, information and belief, (A) during the period between the date as of which the last certificate was given (or, in case of the first such certificate, the date hereof) and the date as of which such certificate is given, the Issuer, the Trust Manager or the Covered Bond Guarantor, as the case may be, has complied with its obligations under this Bond Trust Deed and under the Agency Agreements and the other Programme Documents or (if such is not the case) giving details of the circumstances of such non-compliance and (B) without prejudice to the generality of this Clause 15.1(n) or Clause 15.1(b) above, there did not exist as at a date not more than 7 days prior to the date of delivery of the certificate, on the part of the Issuer, the Trust Manager or the Covered Bond Guarantor, as the case may be, any Issuer Event of Default or Potential Issuer Event of Default or Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default (as applicable) or, if any Issuer Event of Default or Potential Issuer Event of Default or Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default (as applicable) exists, giving details of the same;

- (o) in the case of the Issuer only, give prior notice to the Bond Trustee of any proposed redemption pursuant to Condition 6(b), Condition 6(c) or Condition 6(e), and, if it has given notice to the relevant Covered Bondholders in accordance with the Conditions of its intention, duly proceed to redeem any relevant Covered Bonds accordingly;
- (p) in the case of the Issuer and the Trust Manager only, in the event of the unconditional payment to the Principal Paying Agent or the Bond Trustee (in any case) of any sum due from the Issuer or, in the case of the Trust Manager, due from the Covered Bond Guarantor, in respect of principal, redemption amount, premium (if any) and/or interest on the Covered

Bonds of such Series or any of them being made after the due date for payment thereof, forthwith give or procure the Principal Paying Agent to give notice to the Covered Bondholders of such Series in accordance with Condition 13 relating to notices and communications that such payment has been made;

- (q) in the case of the Issuer only, if while any of the Covered Bonds remain outstanding payments by the Issuer will become subject generally in respect of all of its income to the taxing jurisdiction of any territory or any authority or political sub-division therein or thereof having power to tax other than or in addition to Australia or any political sub-division thereof or by any authority therein or thereof having power to tax, unless the Bond Trustee otherwise agrees, the Issuer will give to the Bond Trustee notice immediately upon becoming aware thereof and, as soon as practicable thereafter, an undertaking or covenant in form and substance and manner satisfactory to the Bond Trustee in terms corresponding to Condition 7 with the substitution for (or, as the case may be, addition to) the references therein to Australia or any political sub-division thereof or by any authority therein or thereof having power to tax of references to that other or additional territory or any authority or political sub-division therein or thereof having power to tax to whose taxing jurisdiction the Issuer has become subject as aforesaid and, where such undertaking or covenant is provided, references in Condition 6(b) to Australia or any political sub-division thereof or by any authority therein or thereof having power to tax will be deemed to be amended accordingly;
- (r) in the case of the Issuer only, give or procure that there be given notice to the Covered Bondholders in accordance with the Conditions, of any appointment (other than the initial appointment), resignation or removal of the Principal Paying Agent, any Registrar, Transfer Agent or other Paying Agent as shown on the Covered Bonds or so published in accordance with the relevant Conditions as soon as practicable after having obtained the written approval of the Bond Trustee thereto and in any event within 14 days after such event taking effect and within 30 days of notice received from the Principal Paying Agent, Registrar, Transfer Agent or other Paying Agent of a change in its specified office, give notice to the Bond Trustee and to the Covered Bondholders of such change provided always that so long as any of the Covered Bonds remains outstanding in the case of the termination of the appointment of the Calculation Agent or any Registrar or so long as any of the Covered Bonds or Coupons remains liable to prescription in the case of the termination of the appointment of the Principal Paying Agent no such termination will take effect until a new Principal Paying Agent, Registrar or Calculation Agent (as the case may be) has been appointed on terms previously approved in writing by the Bond Trustee and notice of such appointment has been given to the Covered Bondholders in accordance with Condition 13;
- (s) in the case of the Covered Bond Guarantor only, in order to enable the Bond Trustee to ascertain the Principal Amount Outstanding of Covered Bonds of each Series for the time being outstanding (other than for the purpose of ascertaining the amount of Covered Bonds of each Series for the time being outstanding for the purpose of the Programme Limit), deliver to the Bond Trustee promptly after being requested to do so in writing by the Bond Trustee a certificate in writing signed by an Authorised Signatory of the Covered Bond Guarantor setting out the total numbers and Principal Amount Outstanding of the Covered Bonds of each Series which up to and including the date of such certificate are held by or for the account of or the benefit of the Covered Bond Guarantor, and the Principal Amount Outstanding of the Covered Bonds of each Series purchased which have been surrendered by the Covered Bond Guarantor to the relevant Registrar and/or to the relevant Paying Agent for cancellation pursuant to Condition 6(h);
- (t) in the case of the Issuer only, in order to enable the Bond Trustee to ascertain the Principal Amount Outstanding of Covered Bonds of each Series for the time being outstanding (other

than for the purpose of ascertaining the amount of Covered Bonds of each Series for the time being outstanding for the purpose of the Programme Limit), deliver to the Bond Trustee forthwith after being so requested in writing by the Bond Trustee a certificate in writing signed by an Authorised Signatory of the Issuer setting out the total numbers and Principal Amount Outstanding of the Covered Bonds of each Series which up to and including the date of such certificate are held by or for the account of or the benefit of the Issuer or any Subsidiary or holding company of the Issuer or any other Subsidiary of any such holding company, in each case held by them as beneficial owner, and the Principal Amount Outstanding of the Covered Bonds of each Series purchased which have been cancelled;

- (u) in the case of the Issuer only, use all reasonable endeavours to procure that Euroclear and/or Clearstream, Luxembourg and/or the Austraclear System and/or the A\$ Registrar (as the case may be) issue(s) any record, certificate or other document requested by the Bond Trustee as soon as practicable after such request;
- (v) in the case of the Issuer and the Trust Manager only, notify or cause the Bond Trustee to be notified promptly upon the occurrence of a breach of the Asset Coverage Test or the Amortisation Test;
- (w) in the case of the Issuer, the Covered Bond Guarantor and the Trust Manager, conduct its affairs in a proper and efficient manner;
- (x) in the case of the Issuer, the Covered Bond Guarantor and the Trust Manager, without prejudice to the provisions of Clause 2.3, procure the delivery of legal opinions addressed to the Bond Trustee dated the date of such delivery, in form and content acceptable to the Bond Trustee from its counsel on the date of any amendment to this Bond Trust Deed;
- (y) in the case of the Issuer, the Covered Bond Guarantor and the Trust Manager, comply with its obligations under all Programme Documents to which it is a party;
- (z) in the case of the Issuer, the Covered Bond Guarantor and the Trust Manager, comply with any obligations imposed upon it by the Australian Banking Act; and
- (aa) in the case of the Issuer and the Trust Manager only, notify the Bond Trustee promptly of any change in the ratings assigned by the Rating Agencies to the Covered Bonds or any Series of Covered Bonds.

15.2 The validity of the obligations set out in this Clause 15 will not be affected by the timing of any distribution of the Available Income Amount under the Pre-Issuer Event of Default Income Priority of Payments.

16. REMUNERATION AND INDEMNIFICATION OF BOND TRUSTEE

16.1 The Issuer and, (i) if the Issuer fails to pay any sum payable by it to the Bond Trustee or (ii) following an Issuer Event of Default and service of a Notice to Pay on the Covered Bond Guarantor or, if earlier, following a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor, must pay to the Bond Trustee, by way of remuneration for its services as Bond Trustee of this Bond Trust Deed, such amount as is agreed from time to time by the Issuer and the Bond Trustee. Such remuneration will accrue from day to day and be payable (in priority to payments to Covered Bondholders and Couponholders and any other Secured Creditors) up to and including the date when, all the Covered Bonds having become due for redemption, the redemption moneys and interest thereon to the date of redemption have been paid to the Principal Paying Agent or the Bond Trustee, or in the case of the A\$ Registered Bonds, to the A\$ Registrar, provided that if upon due presentation of any Covered Bond or Coupon or any cheque payment of the moneys due in respect

thereof is improperly withheld or refused, remuneration will be deemed not to have ceased to accrue and will continue to accrue until payment to such Covered Bondholder or Couponholder is duly made.

- 16.2 In the event of the occurrence of an Issuer Event of Default, Covered Bond Guarantor Event of Default, Potential Issuer Event of Default or Potential Covered Bond Guarantor Event of Default, if the Bond Trustee considers it expedient or necessary or is requested by the Issuer or the Covered Bond Guarantor, as the case may be, to undertake duties which the Bond Trustee and the Issuer (in the case of a request by the Issuer) or the Bond Trustee, the Covered Bond Guarantor and the Trust Manager (in the case of the Bond Trustee considering duties to be expedient or necessary or in the case of a request by the Covered Bond Guarantor) agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Bond Trustee under this Bond Trust Deed, the Issuer or the Covered Bond Guarantor, as the case may be, will pay to the Bond Trustee such additional remuneration calculated on the basis of the Bond Trustee's normal hourly rates in force from time to time or as is otherwise agreed between the Bond Trustee and the Issuer (in the case of a request by the Issuer) or the Bond Trustee, the Covered Bond Guarantor and the Trust Manager (in the case of the Bond Trustee considering duties to be expedient or necessary or in the case of a request by the Covered Bond Guarantor).
- 16.3 The Issuer and, (i) if the Issuer fails to pay any sum payable by it to the Bond Trustee or (ii) following an Issuer Event of Default and service of a Notice to Pay on the Covered Bond Guarantor or, if earlier, following a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor, will in addition pay to the Bond Trustee an amount equal to the amount of any GST or similar value added tax chargeable in respect of its remuneration under this Bond Trust Deed subject to receipt of a valid tax invoice or proper value added tax (or other similar tax) invoice.
- 16.4 In the event of the Bond Trustee and any one or more of the Issuer, the Trust Manager and/or the Covered Bond Guarantor (as applicable) failing to agree:
- (a) in a case to which Clause 16.1 above applies, upon the amount of the remuneration; or
 - (b) in a case to which Clause 16.2 above applies, upon whether such duties will be of an exceptional nature or otherwise outside the scope of the normal duties of the Bond Trustee under this Bond Trust Deed, or upon such additional remuneration,

such matters will be determined by a financial institution or person (acting as an expert and not as an arbitrator) selected by the Bond Trustee and approved by the Issuer (or as the case may be, the Covered Bond Guarantor) or, failing such approval, nominated (on the application of the Bond Trustee) by the President for the time being of The Law Society of England and Wales (the expenses involved in such nomination and the fees of such financial institution or person being payable by the Issuer (or as the case may be, the Covered Bond Guarantor) and the determination of any such financial institution or person will be final and binding upon the Bond Trustee and the Issuer, the Trust Manager and the Covered Bond Guarantor (as the case may be).

- 16.5 The Issuer and (i) if the Issuer fails to pay any sum payable by it to the Bond Trustee or (ii) following any Issuer Event of Default and service of a Notice to Pay on the Covered Bond Guarantor or, if earlier, following a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor, must also on written request, pay or discharge all Liabilities incurred by the Bond Trustee in relation to the negotiation, preparation and execution of this Bond Trust Deed and the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Bond Trust Deed, including but not limited to travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Bond Trustee in connection with any action taken or contemplated by or on behalf of the Bond Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Bond Trust Deed.

- 16.6 Without prejudice to the right of indemnity by law given to trustees, each of the Issuer and the Covered Bond Guarantor must indemnify the Bond Trustee, its officers, employees and directors and every Appointee and keep the Bond Trustee, its officers, employees and directors and every such Appointee indemnified against all Liabilities to which it or he may be or become subject or which may be incurred by it or him in the preparation and execution or purported execution of any of its or his trusts, powers, authorities and discretions under this Bond Trust Deed or its or his functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Bond Trust Deed or any such appointment (including all Liabilities incurred in disputing or defending any of the foregoing) (and, for the avoidance of doubt, such Liabilities also include (without limitation) the losses, liabilities, costs or expenses incurred as a result of a negative interest rate or any related charge being applied to any account or balance of the Bond Trustee used in connection with its appointment or the exercise of its powers and duties under this Bond Trust Deed). The indemnities provided under this Clause 16.6 shall survive the termination of this Bond Trust Deed and the removal or resignation of the Bond Trustee.
- 16.7 All amounts due and payable pursuant to Clause 16.5 or 16.6 will be payable on the date specified (which will be a Business Day in London) on written demand by the Bond Trustee and in the case of payments actually made by the Bond Trustee prior to such demand will carry interest at the rate of three per cent. per annum above the base rate (on the date on which payment was made by the Bond Trustee) of National Westminster Bank plc from the date such demand is made and in all other cases will (if not paid within 30 days after the date of such demand, or if such demand specifies that payment is to be made on an earlier date, on such earlier date) carry interest at such rate from such thirtieth day or such other date specified in such demand. All remuneration payable to the Bond Trustee will carry interest at such rate from the due date therefor.
- 16.8 Each of the Issuer and the Covered Bond Guarantor hereby further undertakes to the Bond Trustee that all moneys payable by the Issuer or, as the case may be, the Covered Bond Guarantor to the Bond Trustee under this Clause 16 will be made without set-off, counterclaim, deduction or withholding unless compelled by law in which event the Issuer or the Covered Bond Guarantor, as the case may be, will pay such additional amounts as will result in the receipt by the Bond Trustee of the amounts which would otherwise have been payable by the Issuer or the Covered Bond Guarantor, as the case may be, to the Bond Trustee under this Clause 16.8 in the absence of any such set-off, counterclaim, deduction or withholding.
- 16.9 Unless otherwise specifically stated in any discharge of this Bond Trust Deed the provisions of this Clause 16 will continue in full force and effect notwithstanding such discharge.
- 16.10 The Bond Trustee will be entitled in its absolute discretion to determine in respect of which Series of Covered Bonds any Liabilities incurred under this Bond Trust Deed have been incurred or to allocate any such Liabilities between the Covered Bonds of any Series.
- 16.11 Notwithstanding any other provision of this Bond Trust Deed, the parties hereto acknowledge and agree that all such remuneration and any other amount or sum payable to the Bond Trustee by the Covered Bond Guarantor hereunder (unless otherwise paid to the Bond Trustee at the direction of the Trust Manager) will be payable only in accordance with the applicable Priorities of Payments.

17. SUPPLEMENT TO TRUSTEE ACTS

Section 1 of the Trustee Act 2000 will not apply to the duties of the Bond Trustee in relation to the trusts constituted by this Bond Trust Deed. Where there are any inconsistencies between the Trustee Acts and the provisions of this Bond Trust Deed, the provisions of this Bond Trust Deed will, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000 (UK), the provisions of this Bond Trust Deed will constitute a restriction or exclusion for the

purposes of that Act. The Bond Trustee will have all the powers conferred upon trustees by the Trustee Acts and by way of supplement thereto it is expressly declared as follows:

- (a) The Bond Trustee may in relation to this Bond Trust Deed and the other Programme Documents obtain and rely and/or act on the advice or report or certificate or opinion of, or any information obtained from, any auditor, lawyer, valuer, accountant, surveyor, banker, professional adviser, broker, financial adviser, auctioneer or other expert whether obtained by the Issuer, the Covered Bond Guarantor, a Paying Agent, the Security Trustee, the Bond Trustee or otherwise and whether or not addressed to the Bond Trustee notwithstanding that such advice, report, certificate, opinion, information, or any engagement letter or any other document entered into by the Bond Trustee and the relevant person in connection therewith, contains any monetary or other limit on the liability of the relevant person and the Bond Trustee will not be responsible for any Liability occasioned by so acting or relying.
- (b) Any such advice, report, opinion, certificate, information, engagement letter or other document may be sent or obtained by letter, email or facsimile transmission and the Bond Trustee will not be liable for acting on any advice, report, opinion, certificate, information, engagement letter or other document purporting to be conveyed by any such letter, email or facsimile transmission although the same may contain some error or may not be authentic.
- (c) The Bond Trustee may call for and will be at liberty to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing:
 - (i) in the circumstances contemplated by:
 - (A) Condition 6(i), a certificate signed by two Authorised Signatories of the Issuer; and
 - (B) Clause 21.4, a certificate signed by two Authorised Signatories of the Trust Manager; and
 - (ii) in all circumstances other than those contemplated by Condition 6(i), a certificate signed by an Authorised Signatory of the Issuer, of the Trust Manager, of the Covered Bond Guarantor or each Swap Provider,and, in each case, the Bond Trustee will not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by it or any other person acting on such certificate.
- (d) The Bond Trustee will be at liberty to hold this Bond Trust Deed and any other documents relating thereto or to deposit them in any part of the world with any banker or banking company or company whose business includes undertaking the safe custody of documents or lawyer or firm of lawyers considered by the Bond Trustee to be of good repute and the Bond Trustee will not be responsible for or required to insure against any Liability incurred in connection with any such holding or deposit and may pay all sums required to be paid on account of or in respect of any such deposit.
- (e) The Bond Trustee will not be responsible for the receipt or application of the proceeds of the issue of any of the Covered Bonds by the Issuer, the exchange of any Global Covered Bond for another Global Covered Bond or Definitive Covered Bonds or the delivery of any Global Covered Bond or Definitive Covered Bonds to the person(s) entitled to it or them.
- (f) The Bond Trustee will not be bound to give notice to any person of the execution of any documents comprised or referred to in this Bond Trust Deed or to take any steps to ascertain

whether any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default or any breach of the Asset Coverage Test or Amortisation Test has occurred and, until it has actual knowledge or express notice pursuant to this Bond Trust Deed to the contrary, the Bond Trustee will be entitled to assume that no Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default, Potential Covered Bond Guarantor Event of Default, breach of the Asset Coverage Test or Amortisation Test has occurred and that any of the Issuer and the Covered Bond Guarantor and each of the other parties to the Programme Documents (other than the Bond Trustee) is observing and performing all its obligations under this Bond Trust Deed and the other Programme Documents.

- (g) Save as expressly otherwise provided in this Bond Trust Deed, the Bond Trustee has absolute and uncontrolled discretion as to the exercise or non-exercise of its trusts, powers, authorities and discretions under this Bond Trust Deed (the exercise or non-exercise of which as between the Bond Trustee and the Covered Bondholders and the Couponholders will be conclusive and binding on the Covered Bondholders and the Couponholders) and will not be responsible for any Liability which may result from their exercise or non-exercise and in particular the Bond Trustee will not be bound to act at the request or direction of the Covered Bondholders or otherwise under any provision of this Bond Trust Deed or to take at such request or direction or otherwise any other action under any provision of this Bond Trust Deed, without prejudice to the generality of Clause 10, unless it will first be indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by so doing.
- (h) The Bond Trustee will not be liable to any person by reason of having acted upon any Extraordinary Resolution in writing or any Extraordinary Resolution or other resolution purporting to have been passed at any meeting of Covered Bondholders of all or any Series in respect whereof minutes have been made and signed or any direction or request of the Covered Bondholders of all or any Series even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or the passing of the resolution, (in the case of an Extraordinary Resolution in writing) that not all such Covered Bondholders had signed the Extraordinary Resolution or (in the case of a direction or request) it was not signed by the requisite number of Covered Bondholders or that for any reason the resolution, direction or request was not valid or binding upon such Covered Bondholders and the relative Couponholders.
- (i) The Bond Trustee will not be liable to any person by reason of having accepted as valid or not having rejected any Covered Bond or Coupon purporting to be such and subsequently found to be forged or not authentic.
- (j) Any consent or approval given by the Bond Trustee for the purposes of this Bond Trust Deed may be given on such terms and subject to such conditions (if any) as the Bond Trustee thinks fit and notwithstanding anything to the contrary in this Bond Trust Deed may be given retrospectively.
- (k) The Bond Trustee will not (unless and to the extent required to do so by law or ordered so to do by a court of competent jurisdiction, provided that nothing in this paragraph will permit a person to disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies) be required to disclose to any Covered Bondholder, Couponholder or any other Secured Creditor any information (including information of a confidential, financial or price sensitive nature) made available to the Bond Trustee by the Issuer, the Covered Bond Guarantor or any other person in connection with this Bond Trust Deed and no Covered Bondholder, Couponholder or other Secured Creditor will be entitled to take any action to obtain from the Bond Trustee any such information.

- (l) Where it is necessary or desirable for any purpose in connection with this Bond Trust Deed to convert any sum from one currency to another it will (unless otherwise provided by this Bond Trust Deed or required by law) be converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be agreed by the Bond Trustee in consultation with the Issuer or the Covered Bond Guarantor (acting at the direction of the Trust Manager), as the case may be, and any rate, method and date so agreed will be binding on the Issuer, the Covered Bond Guarantor, the Trust Manager, the Covered Bondholders and the Couponholders.
- (m) The Bond Trustee may certify whether or not any of the conditions, events and acts set out in Condition 9(a)(ii), (iii), (iv), (v), (vii) or (viii) inclusive of the Conditions and Condition 9(b)(ii) of the Conditions (each of which conditions, events and acts will, unless in any case the Bond Trustee in its absolute discretion will otherwise determine, for all the purposes of this Bond Trust Deed be deemed to include the circumstances resulting therein and the consequences resulting there from) is in its opinion materially prejudicial to the interests of the Covered Bondholders of any Series and any such certificate will be conclusive and binding upon the Issuer, the Covered Bond Guarantor, the Trust Manager, the Covered Bondholders and the Couponholders.
- (n) The Bond Trustee as between itself and the Covered Bondholders and the Couponholders may determine all questions and doubts arising in relation to any of the provisions of this Bond Trust Deed. Every such determination, whether or not relating in whole or in part to the acts or proceedings of the Bond Trustee, will be conclusive and will bind the Bond Trustee and the Covered Bondholders and the Couponholders.
- (o) In connection with the exercise by it of any of its trusts, powers, authorities or discretions under this Bond Trust Deed (including any modification, waiver, authorisation or determination), the Bond Trustee will have regard to the interests of the Covered Bondholders of each Series as a class (but must not have regard to any interests arising from circumstances particular to individual Covered Bondholders or Couponholders whatever their number) and, in particular but without limitation, will not have regard to the consequences of any such exercise for individual Covered Bondholders and Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Bond Trustee will not be entitled to require, nor will any Covered Bondholder or Couponholder be entitled to claim, from the Issuer, the Covered Bond Guarantor, the Bond Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Covered Bondholders and/or Couponholders, except to the extent already provided for in Condition 7 and/or in any undertaking or covenant given in addition thereto or in substitution therefor under this Bond Trust Deed.
- (p) Any trustee of the trusts established under this Bond Trust Deed being a lawyer, accountant, broker or other person engaged in any profession or business will be entitled to charge and be paid all usual and proper professional and other charges for business transacted and acts done by him or his firm in connection with the trusts of this Bond Trust Deed or any other of the Programme Documents to which the Bond Trustee is a party and also any properly incurred charges in addition to disbursements for all other work and business done and all time spent by such person or any relevant firm in connection with matters arising in connection with this Bond Trust Deed including any matters which might or should have been attended to in person by a trustee not being a lawyer, accountant, banker or other professional person.

- (q) The Bond Trustee may whenever it thinks fit delegate by power of attorney or otherwise to any person or persons or fluctuating body of persons (whether being a joint trustee of the trusts established under this Bond Trust Deed or not) all or any of its trusts, powers, authorities and discretions under this Bond Trust Deed. Such delegation may be made upon such terms (including power to sub-delegate) and subject to such conditions and regulations as the Bond Trustee may in the interests of the Covered Bondholders think fit. Provided the Bond Trustee has exercised due care in the selection of any such delegate, the Bond Trustee will not be under any obligation to supervise the proceedings or acts of any such delegate or sub-delegate or be in any way responsible for any Liability incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate. The Bond Trustee must within a reasonable time after any such delegation or any renewal, extension or termination thereof give notice thereof to the Issuer.
- (r) The Bond Trustee may in the conduct of the trusts established under this Bond Trust Deed instead of acting personally employ and pay an agent (whether being a lawyer or other professional person) to transact or conduct, or concur in transacting or conducting, any business and to do, or concur in doing, all acts required to be done in connection with this Bond Trust Deed (including the receipt and payment of money). Provided the Bond Trustee has exercised reasonable care in the selection of any such agent, the Bond Trustee will not be in any way responsible for any Liability incurred by reason of any misconduct or default on the part of any such agent or be bound to supervise the proceedings or acts of any such agent.
- (s) The Bond Trustee will not be responsible to any person for failing to request, require or receive any legal opinion relating to the Covered Bonds or for checking or commenting upon the content of any such legal opinion and will not be responsible for any Liability incurred thereby.
- (t) The Bond Trustee will not be responsible for (and may assume, until it has actual knowledge or express notice pursuant to this Bond Trust Deed to the contrary) the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of the Covered Bonds, this Bond Trust Deed and the Programme Documents or any other document relating or expressed to be supplemental thereto and will not be liable for any failure to obtain any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of the Covered Bonds, this Bond Trust Deed and the Programme Documents or any other document relating or expressed to be supplemental thereto.
- (u) The Bond Trustee will not be bound to take any action in connection with this Bond Trust Deed or any obligations arising pursuant thereto, including, without prejudice to the generality of the foregoing, forming any opinion or employing any financial adviser, where it is not reasonably satisfied that the Issuer and/or the Covered Bond Guarantor (acting at the direction of the Trust Manager) will be able to indemnify it against all Liabilities which may be incurred in connection with such action and may demand prior to taking any such action that there be paid to it in advance such sums as it reasonably considers (without prejudice to any further demand) will be sufficient so to indemnify it and on such demand being made the Issuer (and following an Issuer Event of Default and the service of an Issuer Acceleration Notice on the Issuer and a Notice to Pay on the Covered Bond Guarantor or, if earlier, following a Covered Bond Guarantor Event of Default and the service of a Covered Bond Guarantee Acceleration Notice on the Issuer and the Covered Bond Guarantor, the Covered Bond Guarantor) will be obliged to make payment of all such sums in full.
- (v) No provision of this Bond Trust Deed will require the Bond Trustee to do anything which may, in its opinion, (i) be illegal or contrary to applicable law or regulation or (ii) cause it to

expend or risk its own funds or otherwise incur any Liability in the performance of any of its duties or in the exercise of any of its rights, powers or discretions, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or Liability is not assured to it.

- (w) The Bond Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trusts constituted by this Bond Trust Deed as the Bond Trustee may determine, including for the purpose of depositing with a custodian this Bond Trust Deed or any document relating to the trusts constituted by this Bond Trust Deed. Provided the Bond Trustee exercised reasonable care in the selection of such custodian or nominee, the Bond Trustee will not be responsible for any Liability incurred by reason of the misconduct, omission or default on the part of any such person appointed by it hereunder or be bound to supervise the proceedings or acts of such person. The Bond Trustee is not obliged to appoint a custodian if the Bond Trustee invests in securities payable to bearer.
- (x) Any corporation into which the Bond Trustee will be merged or with which it will be consolidated or any company resulting from any such merger or consolidation and any corporation to which the Bond Trustee will sell or otherwise transfer all or substantially all of its assets or any corporation to which the Bond Trustee will sell or otherwise transfer all or substantially all of its corporate trust business will be a party hereto and will be the Bond Trustee under this Bond Trust Deed without executing or filing any paper or document or any further act on the part of the parties thereto.
- (y) Unless expressly notified to the contrary, the Bond Trustee will be entitled to assume without enquiry (other than requesting a certificate pursuant to Clause 15.1(t)) that no Covered Bonds are held by, for the benefit of, or on behalf of, the Issuer, the Covered Bond Guarantor, any Subsidiary of any of them or any holding company of any of them or any other Subsidiary of any such holding company, in each case as beneficial owner.
- (z) The Bond Trustee will have no responsibility whatsoever to the Issuer, the Covered Bond Guarantor, any Covered Bondholder or Couponholder or any other person for the maintenance of or failure to maintain any rating of any of the Covered Bonds by any Rating Agency.
- (aa) The Bond Trustee will not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in this Bond Trust Deed, or any other agreement or document relating to the transactions contemplated in this Bond Trust Deed or under such other agreement or document.
- (bb) The Bond Trustee will not be liable or responsible for any Liabilities or inconvenience which may result from anything done or omitted to be done by it in accordance with the provisions of this Bond Trust Deed.
- (cc) The Bond Trustee will not be responsible for any loss, expense or liability, which may be suffered as a result of any Mortgage Loan Rights, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Bond Trustee. The Bond Trustee will not be responsible for: (i) supervising the performance by the Issuer or any other party to the Programme Documents of their respective obligations under the Programme Documents and the Bond Trustee will be entitled to assume, until they each have received written notice to the contrary, that all such persons are properly performing their duties; (ii) considering the basis on which approvals or consents are granted by the Issuer or any other party to the Programme Documents under the

Programme Documents; (iii) monitoring the Mortgage Loan Rights then forming part of the Assets of the Trust, including whether the Asset Coverage Test is satisfied or otherwise or the Legislated Collateralisation Test is satisfied or otherwise or the Amortisation Test is satisfied or otherwise; or (iv) monitoring whether a Mortgage Loan is an Eligible Mortgage Loan. The Bond Trustee will not be liable to any Covered Bondholder or other Secured Creditor for any failure to make or to cause to be made on their behalf the searches, investigations and enquiries which would normally be made by a prudent chargee in relation to the Security and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Programme Documents. The Bond Trustee will not be responsible for, or liable to any Covered Bondholder or other Secured Creditor for, the perfection, priority, maintenance, continuation or accuracy of any required filings, or the perfection and maintenance of any security interest which require filings.

- (dd) Where under any Programme Document, the Bond Trustee is required to consider whether any event or the exercise by it of any of its powers, authorities or discretions is or will be materially prejudicial to the interests of the Covered Bondholders of one or more Series, the Bond Trustee will be entitled to call for and rely and act upon the advice or opinion of any reputable financial or other adviser (whether or not such financial adviser will be a Secured Creditor or otherwise party to any Programme Document) and if relied upon by the Bond Trustee will be binding on the Covered Bondholders and Couponholders of all Series and the Bond Trustee will not incur any Liability by reason of so acting or relying.
- (ee) The Bond Trustee will not be bound to take any step or action in connection with this Bond Trust Deed or the Covered Bonds or obligations arising pursuant thereto, including, without prejudice to the generality of the foregoing, forming an opinion or employing any financial adviser, where it is not reasonably satisfied that it is indemnified and/or secured and/or prefunded against all its liabilities and costs incurred in connection with such step or action and may demand prior to taking any such step or action that there be paid to it in advance such sums as it reasonably considers (without prejudice to any further demand) will be sufficient so to indemnify, secure or prefund it.
- (ff) In exercising or performing any of its discretions, rights, powers, trusts or duties under or in relation to this Bond Trust Deed or any other Programme Document (including any consent, approval, modification, waiver, authorisation or determination referred to in Clauses 20 and 21), the Bond Trustee may have regard to and rely, without liability on any Rating Affirmation Notice or any communication or document from a Rating Agency, in each case whether or not any such notice, communication or document is addressed to, or provides that it may be relied on by, the Bond Trustee and irrespective of the method by which such confirmation is conveyed.

In the event that the Bond Trustee is:

- (i) requested in writing by the Security Trustee; or
- (ii) required by the holders of the Covered Bonds,

to provide the Security Trustee with instructions, the Bond Trustee will do so (save where expressly provided otherwise):

- (iii) in the case of paragraph (i) above only, in its absolute discretion subject to and in accordance with this Bond Trust Deed; or
- (iv) in the case of both paragraph (i) or (ii) above, if so requested in writing by the holders of not less than 25 per cent. in aggregate of the Principal Amount

Outstanding of the Covered Bonds then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if the nominal amount of the Covered Bonds is not denominated in Australian Dollars, converted into Australian Dollars at the relevant Covered Bond Swap Rate) or directed by an Extraordinary Resolution of the holders of the Covered Bonds then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if the nominal amount of the Covered Bonds is not denominated in Australian dollars, converted into Australian dollars at the relevant Covered Bond Swap Rate),

subject in each case to the Bond Trustee being indemnified and/or secured and/or prefunded to its satisfaction prior to giving any instructions to the Security Trustee. The Bond Trustee will be entitled to request the Covered Bondholders (voting as aforesaid) to direct it in relation to any matter in relation to which the Security Trustee has requested instructions. The Bond Trustee has no obligation to monitor the performance of the Security Trustee and has no liability to any person for the performance or non-performance of the Security Trustee. In no circumstance will the Bond Trustee be required to indemnify, secure or prefund the Security Trustee.

If, in connection with the exercise of its powers, trusts, authorities or discretions the Bond Trustee is of the opinion that the interests of the Covered Bondholders of any one or more Series would be materially prejudiced thereby, the Bond Trustee will not exercise such power, trust, authority or discretion without the approval of such Covered Bondholders of the relevant Series by Extraordinary Resolution or by a direction in writing of such Covered Bondholders of at least 25 per cent. of the Principal Amount Outstanding of Covered Bonds of the relevant Series then outstanding or as otherwise required under the Programme Documents.

- (gg) Notwithstanding any provision of this Bond Trust Deed or any other Programme Document, the Bond Trustee will have no responsibility for the adequacy or sufficiency of, or any deterioration in the value, of the Mortgage Loan Rights forming part of the Assets of the Trust, neither will it be obliged to monitor the performance of those Mortgage Loan Rights or be responsible for monitoring whether or not the best price has been achieved for the sale of any Mortgage Loan Rights (including Selected Mortgage Loan Rights) by or on behalf of the Covered Bond Guarantor or otherwise pursuant to the Programme Documents or whether or not any such sale has been effected on terms commercially available in the market or effected in a timely manner. The Bond Trustee will not be liable to any Transaction Party or Secured Creditor, including the Covered Bondholders, or any other person for any loss occasioned thereby.
- (hh) The Bond Trustee will be entitled to rely on any certificate as to any matter certified therein given by a person reasonably believed by the Bond Trustee to have the requisite knowledge to give the same.
- (ii) Notwithstanding any other provision of any Programme Document, any references in this Bond Trust Deed or in any other Programme Document to the Bond Trustee directing or instructing the Security Trustee are taken to be references to the Bond Trustee providing such directions or instructions in accordance with the terms of this Bond Trust Deed and in doing so the Bond Trustee will have the benefit of any protections set out in this Bond Trust Deed.

18. BOND TRUSTEE'S LIABILITY

- (a) Nothing in this Bond Trust Deed will in any case in which the Bond Trustee has failed to show the degree of care and diligence required of it as trustee having regard to the provisions of this Bond

Trust Deed conferring on it any trusts, powers, authorities or discretions, relieve or indemnify the Bond Trustee against any Liabilities which by virtue of any rule of law would otherwise attach to it in respect of any negligence or wilful default which it may have committed in relation to its duties under this Bond Trust Deed.

- (b) Notwithstanding any provision of this Bond Trust Deed or any other Programme Documents to the contrary, including, without limitation, any indemnity made by the Bond Trustee in this Bond Trust Deed, the Bond Trustee will not in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, loss of goodwill, loss of reputation and loss of opportunity), whether or not foreseeable, even if the Bond Trustee has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract, breach of duty, fraud or otherwise.

19. BOND TRUSTEE CONTRACTING WITH THE ISSUER AND THE COVERED BOND GUARANTOR

Neither the Bond Trustee nor any director or officer or holding company, Subsidiary or associated company of a corporation acting as a trustee under this Bond Trust Deed will by reason of its or his fiduciary position be in any way precluded from:

- (a) entering into or being interested in any contract or financial or other transaction or arrangement with the Issuer or the Covered Bond Guarantor or any of their respective Subsidiaries and affiliates (including any contract, transaction or arrangement of a banking or insurance nature or any contract, transaction or arrangement in relation to the making of loans or the provision of financial facilities or financial advice to, or the purchase, placing or underwriting of or the subscribing or procuring subscriptions for or otherwise acquiring, holding or dealing with, or acting as paying agent in respect of, the Covered Bonds or any other covered bonds, bonds, stocks, shares, debenture stock, debentures or other securities of, the Issuer, the Covered Bond Guarantor or any of their respective Subsidiaries or affiliates); or
- (b) accepting or holding the trusteeship of any other trust deed constituting or securing any other securities issued by or guaranteed by, or relating to the Issuer or the Covered Bond Guarantor or any of their respective Subsidiaries or affiliates, or any other office of profit under the Issuer or the Covered Bond Guarantor or any of their respective Subsidiaries or affiliates,

and will be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such contract, transaction or arrangement as is referred to in this Clause 19(a) above or, as the case may be, any such trusteeship or office of profit as is referred to in this Clause 19(b) above without regard to the interests of, or consequences for the Covered Bondholders or Couponholders and notwithstanding that the same may be contrary or prejudicial to the interests of the Covered Bondholders and will not be responsible for any Liability occasioned to the Covered Bondholders, Couponholders or any other person thereby and will be entitled to retain and will not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

Where any holding company, Subsidiary or associated company of the Bond Trustee or any director or officer of the Bond Trustee acting other than in his capacity as such a director or officer has any information, the Bond Trustee will not thereby be deemed also to have knowledge of such information and, unless it has actual knowledge of such information, will not be responsible for any loss suffered by Covered Bondholders resulting from the Bond Trustee's failing to take such information into account in acting or refraining from acting under or in relation to this Bond Trust Deed.

20. WAIVER, AUTHORISATION AND DETERMINATION

- 20.1 The Bond Trustee may without the consent of any of the Covered Bondholders of any Series, the related Couponholders or any other Secured Creditor and without prejudice to its rights in respect of any subsequent breach, Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default from time to time and at any time but only if and insofar as in its opinion the interests of the Covered Bondholders of any Series will not be materially prejudiced thereby, waive or authorise or direct the Security Trustee to waive or authorise any breach or proposed breach by the Issuer and/or the Covered Bond Guarantor or any other person of any of the covenants or provisions contained in this Bond Trust Deed or the other Programme Documents or the Conditions or determine that any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default will not be treated as such for the purposes of this Bond Trust Deed provided always that the Bond Trustee will not exercise any powers conferred on it by this Clause 20 in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 9 but so that no such direction or request will affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Bond Trustee may determine, will be binding on the Covered Bondholders, the related Couponholders and, if, but only if, the Bond Trustee will so require by writing to the Issuer or the Trust Manager, will be notified by the Issuer or the Trust Manager (as the case may be) to the Covered Bondholders in accordance with Condition 13 relating to notices and communications as soon as practicable thereafter.
- 20.2 Subject as provided below, the Bond Trustee will be bound to waive or authorise, or direct the Security Trustee to waive or authorise, any breach or proposed breach by the Issuer or the Covered Bond Guarantor or any other person of any of the covenants or provisions contained in this Bond Trust Deed or the other Programme Documents or the Conditions or determine that any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default will not be treated as such for the purposes of this Bond Trust Deed if it is: (i) in the case of any such waiver or authorisation, (a) so directed by Extraordinary Resolution of the Covered Bondholders of the relevant one or more Series (with the Covered Bonds of all such Series taken together as a single Series as determined in accordance with the provisions of paragraph 23 of Schedule 4 and, if applicable, converted into Australian Dollars at the relevant Covered Bond Swap Rate) or (b) requested to do so in writing by the holders of not less than 25 per cent. of the Principal Amount Outstanding of the Covered Bonds of the relevant one or more Series (with the Covered Bonds of all such Series taken together as a single Series as determined in accordance with paragraph 23 of Schedule 4 and, if applicable, converted into Australian Dollars at the relevant Covered Bond Swap Rate) or (ii), in the case of any such determination, (a) so directed by an Extraordinary Resolution (of the Covered Bondholders of all Series then outstanding with the Covered Bonds of all Series as a single Series and, if applicable, converted into Australian Dollars at the relevant Covered Bond Swap Rate) or (b) requested to do so in writing by the holders of not less than 25 per cent. of the Principal Amount Outstanding of the Covered Bonds then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if applicable, converted into Australian Dollars as aforesaid), and at all times then only if it is indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

21. MODIFICATION

- 21.1 Subject to Clause 21.3, the Bond Trustee may (and in the case of any modification contemplated by Clause 21.1(c) the Bond Trustee must), without the consent or sanction of any of the Covered Bondholders of any Series, the related Couponholders and without the consent or sanction of the other Secured Creditors (other than any Secured Creditor who is party to the relevant document) at

any time and from time to time concur with the Issuer, the Covered Bond Guarantor (acting at the direction of the Trust Manager) and any other party, and/or direct the Security Trustee to concur with the Issuer, the Covered Bond Guarantor (acting at the direction of the Trust Manager) or any other party in making:

- (a) any modification (other than in relation to a Series Reserved Matter) to the Covered Bonds of one or more Series, the related Coupons or any Programme Document provided that in the opinion of the Bond Trustee such modification is not materially prejudicial to the interests of the Covered Bondholders of any Series;
- (b) any modification to the Covered Bonds of any one or more Series, the related Coupons or any Programme Document which is, in the opinion of the Bond Trustee, of a formal, minor or technical nature or is in the opinion of the Bond Trustee made to correct a manifest error or to comply with mandatory provisions of law (and for this purpose the Bond Trustee may disregard whether any such modification relates to a Series Reserved Matter); or
- (c) any modification contemplated by Clause 21.4.

In forming an opinion as to whether the relevant modification is of a formal, minor or technical nature or is being made to correct a manifest error or to comply with mandatory provisions of law or is contemplated by Clause 21.4, the Bond Trustee may have regard to any evidence which the Bond Trustee considers reasonable to rely on including (without any obligation to rely on any of the following):

- (d) a certificate from the Issuer:
 - (i) stating the intention of the parties to the relevant Programme Documents;
 - (ii) confirming that nothing has been said to, or by, any initial or subsequent investors or any other parties which is in any way inconsistent with the stated intention; and/or
 - (iii) stating that the relevant modification to the relevant Programme Documents is required to reflect such intention; and
- (e) a Rating Affirmation Notice issued by the Issuer.

Any such modification may be made on such terms and subject to such conditions (if any) as the Bond Trustee may determine, will be binding upon the Covered Bondholders and the Couponholders and, unless the Bond Trustee otherwise agrees, must be notified by the Issuer or the Trust Manager (as the case may be) to the Covered Bondholders in accordance with Condition 13 (Notices) of the relevant Conditions relating to notices and communications and to the Rating Agencies as soon as practicable thereafter.

- 21.2 Subject to Clause 21.3, the Bond Trustee will be bound to concur with the Issuer and the Covered Bond Guarantor (acting at the direction of the Trust Manager) and any other party in making any of the above-mentioned modifications and any Objected Modification (as defined in Clause 21.5) and/or direct the Security Trustee to make any of the above mentioned modifications or such Objected Modification if it is (a) so directed by an Extraordinary Resolution of the Covered Bondholders of the relevant one or more Series with the Covered Bonds of all such Series taken together as a single Series (as determined in accordance with the provisions of paragraph 23 of Schedule 4 and, if applicable, converted into Australian Dollars at the relevant Covered Bond Swap Rate) or (b) requested to do so in writing by Covered Bondholders holding not less than 25 per cent. of the Principal Amount Outstanding of the Covered Bonds of the relevant one or more Series (with the Covered Bonds of all such Series taken together as a single Series as determined in accordance

with the provisions of paragraph 23 of Schedule 4 and, if applicable, converted into Australian Dollars at the relevant Covered Bond Swap Rate) then outstanding and at all times then only if it is first indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

- 21.3 Notwithstanding any of Clauses 21.1, 21.2 and 21.4, the Bond Trustee will not be obliged to agree to any modification or Objected Modification (as defined in Clause 21.5) which, in the sole opinion of the Bond Trustee would have the effect of (a) exposing the Bond Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (b) increasing the obligations or duties, or decreasing the protections, of the Bond Trustee in the Programme Documents and/or the Conditions.
- 21.4 The Bond Trustee will be obliged to concur in and to effect any modifications to the Programme Documents that are requested by the Covered Bond Guarantor or the Trust Manager to:
- (a) accommodate the accession of a new Servicer, new Swap Provider, new Trust Manager, new Account Bank, new Cover Pool Monitor or new Agent to the Programme provided that:
 - (i) each of the Swap Providers have certified to the Bond Trustee and the Security Trustee that they consent to such modification of those documents to which they are a party (such consent not to be unreasonably withheld);
 - (ii) two Authorised Signatories of the Trust Manager have certified to the Bond Trustee and the Security Trustee in writing that such modifications are required in order to accommodate the addition of the new Servicer, new Swap Provider, new Trust Manager, new Account Bank, new Cover Pool Monitor or new Agent to the Programme; and
 - (iii) two Authorised Signatories of the Trust Manager have certified to the Bond Trustee and the Security Trustee that all other conditions precedent to the accession of the new Servicer, new Swap Provider, new Trust Manager, new Account Bank, new Cover Pool Monitor or new Agent to the Programme set out in the Programme Documents have been satisfied at the time of the accession;
 - (b) accommodate the removal of any one of the Rating Agencies from the Programme or the addition of any Rating Agency, provided that:
 - (i) at all times, there are at least two rating agencies rating the Programme and any Covered Bonds then outstanding; and
 - (ii) in respect of the removal of any one of the Rating Agencies from the Programme only:
 - A. the Issuer has provided at least 30 calendar days' notice to the Covered Bondholders of the proposed modification effecting the removal in the manner provided in Condition 13 and by publication on Bloomberg on the "Company News" screen relating to the Covered Bonds; and
 - B. Covered Bondholders holding, in aggregate, at least 10 per cent. of the Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if the nominal amount of the Covered Bonds is not denominated in Australian Dollars, converted into Australian Dollars at the relevant Swap Rate) have not notified the Bond Trustee in writing (or otherwise in

accordance with the then current practice of any relevant Clearing System through which such Covered Bonds may be held) within the notification period referred to in Clause 21.4(b)(ii)A. that such Covered Bondholders do not consent to the proposed modification effecting the removal;

- (c) take into account any new covered bonds ratings criteria of the Rating Agencies, or any changes or updates to, or any replacement of, the covered bonds ratings criteria of the Rating Agencies (including, without limitation, any manner in which a Rating Agency applies or construes any then existing covered bonds ratings criteria), subject to receipt by the Bond Trustee and the Security Trustee of a Rating Affirmation Notice from the Issuer and receipt by the Bond Trustee and the Security Trustee of a certificate signed by two Authorised Signatories of the Trust Manager each certifying to the Bond Trustee and the Security Trustee that such modifications are required in order to take into account any such new covered bonds ratings criteria of the Rating Agencies, or any such changes or updates to, or any replacement of, the covered bonds ratings criteria of the Rating Agencies;
- (d) allow a Swap Provider to transfer securities as Swap Collateral under a relevant Swap Agreement Credit Support Document, including to appoint a custodian to hold such securities in a custody account pursuant to a custody agreement;
- (e) enable N Covered Bonds to be issued under the Programme subject to receipt by the Bond Trustee and the Security Trustee of a certificate signed by two Authorised Signatories of the Issuer and a certificate of an Authorised Signatory of the Trust Manager, each certifying to the Bond Trustee and the Security Trustee that the requested amendments are to be made solely for the purpose of the issuance of N Covered Bonds and that the requested amendments are not, in the opinion of the Issuer or the Trust Manager, materially prejudicial to the interests of any Covered Bondholders or any Secured Creditor;
- (f) ensure compliance of the Programme, the Issuer or a Swap Provider, as applicable, with, or ensure that the Programme, the Issuer or a Swap Provider, as applicable, may benefit from (including if a Regulatory Event occurred or was likely to occur), any existing, amended or new legislation, regulation, directive, prudential standard or prudential guidance note of any regulatory body (including the Australian Prudential Regulation Authority) in relation to covered bonds or a Swap subject to receipt by the Bond Trustee and the Security Trustee of a certificate signed by two Authorised Signatories of the Trust Manager each certifying to the Bond Trustee and the Security Trustee that such modifications are required in order to comply with or benefit from such legislation, regulation, directive, prudential standard or prudential guidance note, as the case may be. For the purposes of providing a certificate to the Bond Trustee and the Security Trustee under this paragraph relating to modifications in connection with a Swap, the Trust Manager may rely on a certification by an Authorised Signatory of the relevant Swap Provider;
- (g) permit the acquisition (which, without limitation, may be initially in equity only) by the Covered Bond Guarantor from the Seller of Mortgage Loan Rights originated by an entity other than the Seller and to enable the Covered Bond Guarantor to protect or perfect its title to such Mortgage Loan Rights, provided that such Mortgage Loan Rights comply with the Eligibility Criteria at the time of their acquisition by the Covered Bond Guarantor and the Issuer is reasonably satisfied following discussions with the Rating Agencies that the ratings then assigned by the Rating Agencies to any Covered Bonds or the Programme will not be subject to a downgrade, withdrawal or qualification; or
- (h) accommodate the accession of BOQ Specialist Bank Limited as a new Seller to the Programme provided that:

- (i) the Trust Manager has certified to the Security Trustee and the Bond Trustee in writing that such modifications are required in order to accommodate the addition of BOQ Specialist Bank Limited as a new Seller to the Programme; and
- (ii) the Trust Manager has certified to the Security Trustee and the Bond Trustee in writing that all other conditions precedent to the accession of BOQ Specialist Bank Limited as a new Seller to the Programme set out in the Programme Documents have been satisfied at the time of the accession.

Any modification under this Clause is effective even if such modification is or may be, prejudicial or materially prejudicial to the interests of the Covered Bondholders of any Series.

The Bond Trustee will not be obliged to concur in relation to any modification being made pursuant to this Clause 21.4 until such time as any certificates required to be delivered to the Bond Trustee under this Clause 21.4 have actually been received by the Bond Trustee.

- 21.5 In the case of a modification falling within Clause 21.4(b)(ii), if Covered Bondholders holding, in aggregate, at least 10 per cent. of the Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if the nominal amount of the Covered Bonds is not denominated in Australian Dollars, converted into Australian Dollars at the relevant Swap Rate) have notified the Bond Trustee in writing (or otherwise in accordance with the then current practice of any relevant Clearing System through which such Covered Bonds may be held) within the notification period referred to in Clause 21.4(b)(ii)A, that they do not consent to the proposed modification effecting the removal (an **Objected Modification**), then such Objected Modification will not be made unless the provisions of Clause 21.2 are satisfied with respect to such Objected Modification. Objections made in writing other than through the relevant Clearing System must be accompanied by evidence to the Bond Trustee's satisfaction (having regard to prevailing market practices) of the relevant Covered Bondholder's holding of the Covered Bonds.

22. SUBSTITUTION

- 22.1 The Bond Trustee may without the consent or sanction of the Covered Bondholders or Couponholders at any time agree to the substitution in place of the Issuer (or of the previous substitute under this Clause 22.1) as the principal debtor under the Covered Bonds, Coupons and this Bond Trust Deed of any Subsidiary of the Issuer (such substituted company being hereinafter called the **New Company**) provided that a trust deed is executed or some other written form of undertaking is given by the New Company to the Bond Trustee in form and manner satisfactory to the Bond Trustee, agreeing to be bound by the provisions of this Bond Trust Deed (with any consequential amendments which the Bond Trustee may deem appropriate) as fully as if the New Company had been named in this Bond Trust Deed as the principal debtor in respect of the Covered Bonds in place of the Issuer (or of the previous substitute under this Clause 22.1).
- 22.2 The following further conditions will apply to Clause 22.1 above:
- (a) the Issuer and the New Company must comply with such other requirements as the Bond Trustee may direct in the interests of the Covered Bondholders;
 - (b) where the New Company is incorporated, domiciled or resident in, or subject generally to the taxing jurisdiction of, a territory other than or in addition to Australia, undertakings or covenants must be given by the New Company in terms corresponding to the provisions of Condition 7 with the substitution for (or, as the case may be, the addition to) the references to Australia of references to that other or additional territory in which the New Company is incorporated, domiciled or resident or to whose taxing jurisdiction it is subject and (where

applicable) Condition 6(b) will be modified, in form and manner satisfactory to the Bond Trustee, accordingly;

- (c) without prejudice to the rights of reliance of the Bond Trustee under the immediately following paragraph (d), the Bond Trustee is satisfied that the relevant transaction is not materially prejudicial to the interests of the Covered Bondholders;
- (d) if two directors of the New Company (or other officers acceptable to the Bond Trustee) certify that the New Company is solvent both at the time at which the relevant transaction is proposed to be effected and immediately thereafter (which certificate the Bond Trustee may rely upon absolutely without liability to any person) the Bond Trustee will not be under any duty to have regard to the financial condition, profits or prospects of the New Company or to compare the same with those of the Issuer or the previous substitute under this Clause 22.1 as applicable;
- (e) the New Company must provide a legal opinion in a form satisfactory to the Bond Trustee confirming that:
 - (i) it has obtained all necessary governmental and regulatory approvals and consents necessary for or in connection with the assumption by the New Company of liability as the principal debtor under the Covered Bonds, Coupons and this Bond Trust Deed; and
 - (ii) all such approvals and consents are in full force and effect at the time of the substitution; and
- (f) the Issuer and the New Company must execute such other deeds, documents and instruments (if any), and comply with such other requirements, as the Bond Trustee may require for the purpose of ensuring that the substitution is effective.

Any such trust deed or undertaking will, if so expressed, operate to release the Issuer or the previous substitute as aforesaid from all of its obligations as principal debtor under this Bond Trust Deed. Not later than 14 days after the execution of such documents and compliance with such requirements, the New Company will give notice thereof in a form previously approved by the Bond Trustee to the Covered Bondholders in the manner provided in Condition 13 relating to notices and communications. Upon the execution of such documents and compliance with such requirements, the New Company will be deemed to be named in this Bond Trust Deed as the principal debtor in place of the Issuer (or in place of the previous substitute under this Clause 22.2) under this Bond Trust Deed and this Bond Trust Deed will be deemed to be modified in such manner as will be necessary to give effect to the above provisions and, without limitation, references in this Bond Trust Deed to the Issuer will, unless the context otherwise requires, be deemed to be or include references to the New Company.

- 22.3 In connection with any scheme of amalgamation or reconstruction of the Issuer not involving the bankruptcy or insolvency of the Issuer and (a) where the Issuer does not survive the amalgamation or reconstruction or (b) where all or substantially all of the assets and business of the Issuer will be disposed of to, or succeeded to, by another entity (whether by operation of law or otherwise), the Bond Trustee will, if requested by the Issuer, be obliged, without the consent or sanction of the Covered Bondholders, the Couponholders, at any time to agree to the substitution in place of the Issuer (or of the previous substitute under this Clause 22.3) as the principal debtor under this Bond Trust Deed of any other company (the **Substituted Debtor**) being the entity with and into which the Issuer amalgamates or the entity to which all or substantially all of the business and assets of the Issuer is transferred or succeeded to pursuant to such scheme of amalgamation or reconstruction (whether by operation of law or otherwise) provided that:

- (a) a supplemental trust deed is executed or some other form of undertaking is given by the Substituted Debtor in form and manner satisfactory to the Bond Trustee, agreeing to be bound by the provisions of this Bond Trust Deed with any consequential amendments which the Bond Trustee may deem appropriate as fully as if the Substituted Debtor had been named in this Bond Trust Deed as the principal debtor in place of the Issuer (or of the previous substitute under this Clause 22.3);
- (b) the Substituted Debtor acquires or succeeds to pursuant to such scheme of amalgamation or reconstruction all or substantially all of the assets and business of the Issuer;
- (c) where the Substituted Debtor is incorporated, domiciled or resident in, or subject generally to the taxing jurisdiction of, a territory other than or in addition to Australia, undertakings or covenants are given by the Substituted Debtor in terms corresponding to the provisions of Condition 7 with the substitution for (or, as the case may be, the addition to) the references to Australia of references to that other or additional territory in which the Substituted Debtor is incorporated, domiciled or resident or to whose taxing jurisdiction it is subject and (where applicable) Condition 6(b) of the Conditions will be modified accordingly;
- (d) two directors of the Substituted Debtor (or other officers acceptable to the Bond Trustee) certify that the Substituted Debtor is solvent both at the time at which the relevant transaction is proposed to be effected and immediately thereafter (which certificate the Bond Trustee may rely on absolutely without liability to any person);
- (e) the Covered Bond Guarantee will remain in place or be modified to apply *mutatis mutandis* and will constitute in full force and effect in relation to the obligations of any Substituted Debtor;
- (f) confirmations are received by the Bond Trustee from each of the Rating Agencies confirming that the substitution will not adversely affect the then current rating of the Covered Bonds; and
- (g) the Issuer and the Trust Manager, will deliver to the Bond Trustee legal opinions obtained from lawyers of international repute in (a) England and Wales and (b) the jurisdiction of incorporation of the Substituted Debtor in form and substance satisfactory to the Bond Trustee.

Any such supplemental trust deed or undertaking will, if so expressed, operate to release the Issuer or the previous substitute as stated above from all of its obligations as principal debtor under this Bond Trust Deed. Not later than 14 days after the execution of such documents and compliance with such requirements, the Substituted Debtor will give notice thereof in a form previously approved by the Bond Trustee to the Covered Bondholders in the manner provided in Condition 13. Upon the execution of such documents and compliance with such requirements, the Substituted Debtor will be deemed to be named in this Bond Trust Deed as the principal debtor in place of the Issuer (or in place of the previous substitute under this Clause 22.3) under this Bond Trust Deed and this Bond Trust Deed will be deemed to be modified in such manner as will be necessary to give effect to the above provisions and, without limitation, references in this Bond Trust Deed to the Issuer will, unless the context otherwise requires, be deemed to be or include references to the Substituted Debtor.

23. BREACH

Any breach of or failure to comply by the Issuer and/or the Covered Bond Guarantor with any such terms and conditions as are referred to in Clauses 20 or 21 or 22 will constitute a default by the

Issuer or the Covered Bond Guarantor in the performance or observance of a covenant or provision binding on it under or pursuant to this Bond Trust Deed.

24. HOLDER OF BEARER DEFINITIVE COVERED BOND ASSUMED TO BE COUPONHOLDER

Wherever in this Bond Trust Deed the Bond Trustee is required or entitled to exercise a power, trust, authority or discretion under this Bond Trust Deed, except as ordered by a court of competent jurisdiction or as required by applicable law, the Bond Trustee will, notwithstanding that it may have express notice to the contrary, assume that each holder of a Bearer Definitive Covered Bond is the holder of all Coupons appertaining to such Bearer Definitive Covered Bond.

25. NO NOTICE TO COUPONHOLDERS

None of the Bond Trustee, the Trust Manager, the Covered Bond Guarantor or the Issuer will be required to give any notice to the Couponholders for any purpose under this Bond Trust Deed and the Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Covered Bonds in accordance with Condition 13.

26. EXCHANGE RATE INDEMNITY

- 26.1 If a judgment or order is rendered by a court of any particular jurisdiction for the payment of any amounts owing to the Bond Trustee or the Covered Bondholders or Couponholders under this Bond Trust Deed, the Covered Bonds or the Coupons, or under a judgment or order of a court of any other jurisdiction in respect thereof or for the payment of damages in respect of either thereof, and any such judgment or order is expressed in a currency (the **Judgment Currency**) other than the currency of the relevant Covered Bonds (the **Contractual Currency**), the Issuer and the Covered Bond Guarantor must indemnify and hold the Bond Trustee and the Covered Bondholders and Couponholders harmless against any deficiency arising or resulting from any variation in rates of exchange between the Judgment Currency and the Contractual Currency occurring between: (a) the date on which any amount expressed in the Contractual Currency is converted, for the purposes of making or filing any claim resulting in any such judgment or order, into an equivalent amount in the Judgment Currency; and (b) the date or dates of payment of such amount (or part thereof), or of discharge of such first-mentioned judgment or order (or part thereof), as appropriate. The indemnities provided in favour of the Bond Trustee under this Clause 26.1 shall survive the termination of this Bond Trust Deed and the removal or resignation of the Bond Trustee.
- 26.2 The above indemnities will constitute separate and independent obligations of the Issuer and the Covered Bond Guarantor from their other obligations under this Bond Trust Deed, will give rise to separate and independent causes of action, will apply irrespective of any indulgence granted by the Bond Trustee or the Covered Bondholders or Couponholders from time to time and will continue in full force and effect notwithstanding any judgment. Any such deficiency as aforesaid will be deemed to constitute a loss suffered by the Bond Trustee and the Covered Bondholders and Couponholders, and no proof or evidence of any actual loss will be required by the Issuer, the Covered Bond Guarantor or its or their liquidator(s).
- 26.3 In the case of Clause 26.1 above, if (upon such payment or discharge as is therein referred to) the Covered Bondholders or Couponholders would on conversion to the Contractual Currency receive an amount in excess of the sum due in the Contractual Currency, the Covered Bondholders or, as the case may be, the Couponholders will hold such excess to the order of the Issuer or the Covered Bond Guarantor, as the case may be.

27. NEW BOND TRUSTEE

The power to appoint a new bond trustee of this Bond Trust Deed will, subject to Clause 29, be vested solely in the Issuer and the Covered Bond Guarantor (acting on the direction of the Trust Manager) jointly but no person will be appointed who has not previously been approved by an Extraordinary Resolution of the Covered Bondholders of all Series taken together as a single Series. One or more persons may hold office as bond trustee or bond trustees of this Bond Trust Deed but such bond trustee or bond trustees will be or include a Trust Corporation. Whenever there are more than two bond trustees of this Bond Trust Deed the majority of such bond trustees must be competent to execute and exercise all the duties, powers, trusts, authorities and discretions vested in the Bond Trustee by this Bond Trust Deed provided that a Trust Corporation will be included in such majority. Any appointment of a new bond trustee of this Bond Trust Deed must as soon as practicable thereafter be notified by the Issuer to the Rating Agencies, the Principal Paying Agent, the Registrar, the Security Trustee and the Covered Bondholders in accordance with Condition 13.

28. SEPARATE AND CO-TRUSTEES

Notwithstanding the provisions of Clause 27 above, the Bond Trustee may, upon giving reasonable prior written notice to the Issuer, the Covered Bond Guarantor and the Trust Manager (but without the consent of the Issuer, the Covered Bond Guarantor, the Trust Manager, the Covered Bondholders or Couponholders), appoint any person established or resident in any jurisdiction (whether a Trust Corporation or not) to act either as a separate bond trustee or as a co-bond trustee jointly with the Bond Trustee:

- (a) if the Bond Trustee considers such appointment to be in the interests of the Covered Bondholders;
- (b) for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts is or are to be performed; or
- (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of this Bond Trust Deed against the Issuer or the Covered Bond Guarantor.

Each of the Issuer and the Covered Bond Guarantor irrevocably appoints the Bond Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person will (subject always to the provisions of this Bond Trust Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Bond Trustee by this Bond Trust Deed) and such duties and obligations as will be conferred or imposed by the instrument of appointment. The Bond Trustee will have power in like manner to remove any such person. Such remuneration as the Bond Trustee may pay to any such person, together with any attributable Liabilities incurred by it in performing its function as such separate bond trustee or co-bond trustee, will for the purposes of this Bond Trust Deed be treated as Liabilities incurred by the Bond Trustee.

29. BOND TRUSTEE'S RETIREMENT AND REMOVAL

A bond trustee of this Bond Trust Deed may retire at any time on giving not less than three months' prior written notice to the Issuer, the Covered Bond Guarantor, the Trust Manager and the Security Trustee without giving any reason and without being responsible for any Liabilities incurred by reason of such retirement. The Covered Bondholders may by Extraordinary Resolution of the Covered Bondholders of all Series taken together as a single Series remove any bond trustee or bond trustees for the time being of this Bond Trust Deed. Each of the Issuer and the Trust Manager undertakes that in the event of the only bond trustee of this Bond Trust Deed which is a Trust Corporation giving notice under this Clause 29 or being removed by Extraordinary Resolution it will

use all reasonable endeavours to procure that a new bond trustee of this Bond Trust Deed being a Trust Corporation is appointed by the Covered Bondholders in accordance with Clause 27 as soon as reasonably practicable thereafter. The retirement or removal of any such bond trustee will not become effective until a successor bond trustee being a Trust Corporation is appointed. If, in such circumstances, no appointment of such new bond trustee has become effective within 60 days of the date of such notice or Extraordinary Resolution, the Bond Trustee will be entitled to appoint a Trust Corporation as bond trustee of this Bond Trust Deed, but no such appointment will take effect unless previously approved by the Trust Manager and the Issuer. The Bond Trustee is not responsible for loss, liabilities and expenses incurred by its resignation in accordance with this Clause 29 and the Issuer is responsible for all costs in relation to the appointment of a replacement Bond Trustee under this Clause 29.

30. BOND TRUSTEE'S POWERS TO BE ADDITIONAL

The powers conferred upon the Bond Trustee by this Bond Trust Deed will be in addition to any powers which may from time to time be vested in the Bond Trustee by the general law or as a holder of any of the Covered Bonds or Coupons.

31. NOTICES

- (a) Subject to paragraph (b), any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication to the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Trust Manager or the Security Trustee to be given, made or served for any purposes under this Bond Trust Deed will be given, made or served by sending the same by pre-paid post (first class if inland, first class airmail if overseas) or facsimile transmission or by delivering it by hand as follows:

to the **Issuer**: Bank of Queensland Limited
Level 6, 100 Skyring Terrace
Newstead QLD 4006
Australia

Attention: Head of Funding
Email: longtermfunding@boq.com.au

to the **Covered Bond Guarantor**: Perpetual Corporate Trust Limited as trustee of the BOQ
Covered Bond Trust
Level 18, 123 Pitt Street
Sydney NSW 2000
Australia

Attention: Manager, Transaction Management, Debt Markets Services
Email: securitisationops@perpetual.com.au

to the **Bond Trustee**: Level 2, 1 Bligh Street
Sydney, NSW 2000
Australia

Attention: Global Client Services
Fax: +61 2 9260 6009

to the **Trust Manager**: B.Q.L. Management Pty Ltd
Level 6, 100 Skyring Terrace
Newstead QLD 4006

Australia

Attention: Head of Funding
Email: longtermfunding@boq.com.au

or to such other postal address, email address or facsimile number as have been notified (in accordance with this Clause 31) to the other parties hereto and any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication sent by post as aforesaid will be deemed to have been given, made or served seven Business Days in the case of inland post or eleven Business Days in the case of overseas post after despatch and any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication sent by facsimile transmission as aforesaid will be deemed to have been given, made or served 24 hours after the time of despatch provided that in the case of a notice, approval, request, certificate, demand, consent, recommendation, direction or other communication given by facsimile transmission such notice, approval, request, certificate, demand, consent, recommendation, direction or other communication will forthwith be confirmed by post. The failure of the addressee to receive such confirmation will not invalidate the relevant notice or demand given by facsimile transmission.

- (b) A notice, approval, request, certificate, demand, consent, recommendation, direction or other communication to be given under this Bond Trust Deed may only be given by email where the recipient has agreed that that communication or communications of that type, may be given by email. Unless a later time is specified in it, a notice, approval, request, certificate, demand, consent, recommendation, direction or other communication takes effect from the time it is received. An email is taken to be received on receipt by the sender of an email from the recipient stating that the email was delivered in its entirety and the contents and attachments of the email have been received.
- (c) The Bond Trustee will in no event be liable for any Liability arising due to it receiving or transmitting any data from any other party or its respective Authorised Signatory (each a **Notifying Party**) via any non-secure method of transmission or communication, such as, but without limitation, by facsimile or email.
- (d) Each Notifying Party accepts that some methods of communication are not secure and the Bond Trustee will incur no liability for receiving instructions, notices, certificates or other communications (as the case may be) via any such non-secure method. The Bond Trustee is authorised to comply with and rely upon any such notice, certificate, instructions or other communications believed by it to have been sent or given by an Authorised Signatory, the Bond Trustee shall have no duty or obligation to verify or confirm that the person who actually sent such notice, certificate, instructions or other communications is, in fact, an Authorised Signatory and the Bond Trustee will in no event be liable for any Liability incurred or sustained by any person as a result of such compliance or reliance. Each Notifying Party must use all reasonable endeavours to ensure that instructions, notices, certificates or other communications transmitted by it to the Bond Trustee pursuant to this Bond Trust Deed are completed and correct. Any instructions, notices, certificates or other communications will be conclusively deemed to be valid instructions from the relevant Notifying Party to the Bond Trustee for the purposes of this Bond Trust Deed.

32. LIMITED RECOURSE

Clause 36 of the Establishment Deed is incorporated into this Bond Trust Deed as if set out here in full with any necessary amendments to clause references and references to applicable documents, except that any reference to "this deed" is taken to be a reference to this Bond Trust Deed.

33. GOVERNING LAW

This Bond Trust Deed and any non-contractual obligations arising out of or in connection with it, other than Clause 2.4 (but only to the extent that it relates to the A\$ Registered Covered Bonds), Clause 3.4 and Clause 32, will be governed by, and will be construed in accordance with, English law. Clause 2.4 (to the extent that it relates to the A\$ Registered Covered Bonds), Clause 3.4 and Clause 32 will be governed by and construed in accordance with the law applying in the State of New South Wales, Australia.

34. SUBMISSION TO JURISDICTION

Each party to this Bond Trust Deed hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Bond Trust Deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this Bond Trust Deed), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Bond Trust Deed hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding. The Bond Trustee, the Covered Bondholders and the Couponholders may not take any suit, action or proceeding arising out of or in connection with this Bond Trust Deed (including any proceedings relating to any non-contractual obligations arising out of or in connection with this Bond Trust Deed) against the Issuer or the Covered Bond Guarantor in any other court.

Each of the Issuer and Covered Bond Guarantor irrevocably and unconditionally appoints Cheeswrights Notaries Public, Bankside House, 107 Leadenhall Street, London EC3A 4AF, for the time being and in the event of its ceasing so to act will appoint such other person as the Bond Trustee may approve and as the Issuer may nominate in writing to the Bond Trustee for the purpose to accept service of process on its behalf in England in respect of any proceedings. Each of Issuer and Covered Bond Guarantor:

- (a) agrees to procure that, so long as any of the Covered Bonds remains liable to prescription, there will be in force an appointment of such a person approved by the Bond Trustee with an office in London with authority to accept service as aforesaid;
- (b) agrees that a failure by any such person to give notice of such service or process to the Issuer or Covered Bond Guarantor will not impair the validity of such service or of any judgment based thereon;
- (c) consents to the service of process in respect of any proceedings in accordance with Clause 31; and
- (d) agrees that nothing in this Bond Trust Deed will affect the right to serve process in any other manner permitted by law.

35. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Bond Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Bond Trust Deed.

36. COUNTERPARTS

This Bond Trust Deed may be executed and delivered in any number of counterparts, all of which, taken together, will constitute one and the same deed and any party to this Bond Trust Deed may enter into the same by executing and delivering a counterpart. However, this Bond Trust Deed will

have no force or effect until it is executed by the last party to execute the same and will be deemed to have been executed and delivered in the place where such last party executed this Bond Trust Deed.

IN WITNESS whereof this Bond Trust Deed has been executed as a deed by each of the parties hereto and delivered on the date first stated on page 1.

SCHEDULE 1

TERMS AND CONDITIONS OF THE COVERED BONDS

TERMS AND CONDITIONS OF THE COVERED BONDS

The following are the terms and conditions (the **Conditions**) of the Covered Bonds which will be incorporated by reference into, and (as completed by the Applicable Final Terms in relation to a Tranche of Covered Bonds or, in relation to an Exempt Covered Bond (as defined below) the Applicable Pricing Supplement)) apply to each A\$ Registered Covered Bond, Global Covered Bond (as defined below) and each Definitive Covered Bond, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such Definitive Covered Bond will have endorsed thereon or attached thereto such Conditions. The Applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Covered Bond and Definitive Covered Bond or, if this Covered Bond is an A\$ Registered Covered Bond or a Covered Bond which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation (an **Exempt Covered Bond**), the Applicable Final Terms (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement, in the case of an A\$ Registered Covered Bond, entered into the register, or in the case of any other Exempt Covered Bond, attached to or endorsed on this Covered Bond and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Covered Bond. References to the **Applicable Final Terms** are, unless otherwise stated, (i) to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Covered Bond or (ii) where this Covered Bond is an Exempt Covered Bond (including an A\$ Registered Covered Bond), to Part A (or the relevant provisions thereof) of the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Covered Bond or, in the case of an A\$ Registered Covered Bond, entered into the register. The expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by Bank of Queensland Limited (**BOQ** and the **Issuer**) constituted by a trust deed (such trust deed as modified and/or supplemented and/or restated from time to time, the **Bond Trust Deed**) dated on or about 4 May 2017 (the **Programme Date**) made between, amongst others, the Issuer, Perpetual Corporate Trust Limited ABN 99 000 341 533 as covered bond guarantor (the **Covered Bond Guarantor**), B.Q.L. Management Pty Limited as trust manager (the **Trust Manager**) and BNY Trust Company of Australia Limited as bond trustee (in such capacity, the **Bond Trustee**, which expression will include any successor as Bond Trustee).

Save as provided for in Conditions 9 and 14, references herein to the **Covered Bonds** will be references to the Covered Bonds of this Series and will mean:

- (a) in relation to any Covered Bonds represented by a global covered bond (a **Global Covered Bond**), units of the lowest Specified Denomination in the Specified Currency;
- (b) any Global Covered Bond;
- (c) any Definitive Covered Bonds in bearer form (**Bearer Definitive Covered Bonds**) issued in exchange for a Global Covered Bond in bearer form;
- (d) any Definitive Covered Bonds in registered form (**Registered Definitive Covered Bonds**) (whether or not issued in exchange for a Global Covered Bond in registered form); and
- (e) any A\$ Registered Covered Bonds.

The Covered Bonds (other than the A\$ Registered Covered Bonds) and the Coupons (as defined below) have the benefit of a principal agency agreement (such principal agency agreement as amended and/or supplemented and/or restated from time to time, the **Principal Agency Agreement**) dated the Programme Date and made between the Issuer, the Covered Bond Guarantor, the Trust Manager, the Bond Trustee and The Bank of New York Mellon, London Branch, as issuing and principal paying agent (in such capacity, the **Principal Paying**

Agent, which expression will include any successor Principal Paying Agent) and the other paying agents appointed pursuant to the Principal Agency Agreement (together with the Principal Paying Agent, the **Paying Agents**, which expression will include any additional or successor paying agents), The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (in such capacity, the **Registrar**, which expression will include any successor registrar) and The Bank of New York Mellon, London Branch as transfer agent (in such capacity, a **Transfer Agent** and together with the Registrar, the **Transfer Agents**, which expression will include any additional or successor transfer agents). The Applicable Final Terms may specify any other agency agreement that applies to Covered Bonds and Coupons issued by the Issuer.

A\$ Registered Covered Bonds also have the benefit of The ASX Austraclear Registry and IPA Services Agreement (such agreement as amended and/or supplemented and/or restated from time to time, the **A\$ Registry Agreement** and, together with the Principal Agency Agreement, the **Agency Agreements**) dated on or about the Programme Date and made between BOQ as Issuer, the Covered Bond Guarantor, the Bond Trustee and Austraclear Services Limited ABN 28 003 284 419 (**Austraclear Services**) as A\$ registrar (in such capacity, the **A\$ Registrar**). If a calculation agent is required for the purpose of calculating any amount or making any determination under any A\$ Registered Covered Bonds, such appointment will be notified in the Applicable Final Terms (the person so specified, the **Calculation Agent**). The Issuer or, following the occurrence of an Issuer Event of Default and the service of an Issuer Acceleration Notice and a Notice to Pay, the Covered Bond Guarantor (acting at the direction of the Trust Manager) may terminate the appointment of the Calculation Agent, appoint additional or other Calculation Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed the calculation of interest, principal and other payments in respect of A\$ Registered Covered Bonds will be made by the Issuer or, following the occurrence of an Issuer Event of Default and the service of an Issuer Acceleration Notice and a Notice to Pay, the Trust Manager (references herein to the Calculation Agent will include the Issuer or the Trust Manager, when acting as Calculation Agent in accordance with the foregoing).

As used herein, **Agents** will mean each Paying Agent, each Transfer Agent, each Registrar and the A\$ Registrar, **Principal Paying Agent** will mean, in relation to a Tranche or Series of Covered Bonds (other than the A\$ Registered Covered Bonds), the Principal Paying Agent or such other paying agent as the Applicable Final Terms for that Tranche or Series may specify, **Registrar** will mean, in relation to a Tranche or Series of Covered Bonds (other than A\$ Registered Covered Bonds), the Registrar or such other registrar as the Applicable Final Terms for that Tranche or Series may specify, **A\$ Registrar** will mean, in relation to a Tranche or Series of A\$ Registered Covered Bonds, the A\$ Registrar or such other A\$ registrar as the Applicable Final Terms for that Tranche or Series may specify, **Transfer Agent** will mean, in relation to a Tranche or Series of Covered Bonds, the Transfer Agent or such other transfer agent as the Applicable Final Terms for that Tranche or Series may specify and **Calculation Agent** will mean, in relation to a Tranche or Series of A\$ Registered Covered Bonds, the Calculation Agent as the Applicable Final Terms for that Tranche or Series may specify.

Interest-bearing Bearer Definitive Covered Bonds have (unless otherwise indicated in the Applicable Final Terms) interest coupons (**Coupons**) and, if indicated in the Applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons will, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Registered Covered Bonds (which include Registered Global Covered Bonds and/or Registered Definitive Covered Bonds as the case may be), Global Covered Bonds and A\$ Registered Covered Bonds do not have Coupons or Talons attached on issue.

The Bond Trustee acts as trustee for the holders for the time being of the Covered Bonds (the **Covered Bondholders**, which expression will, in relation to any Covered Bonds represented by a Global Covered Bond, be construed as provided below), the holders of the Coupons (the **Couponholders**, which expression will, unless the context otherwise requires, include the holders of the Talons), and for holders of each other Series of Covered Bonds in accordance with the provisions of the Bond Trust Deed.

As used herein, **Tranche** means Covered Bonds which are identical in all respects (including as to listing or admission to trading) and **Series** means a Tranche of Covered Bonds together with any further Tranche or

Tranches of Covered Bonds which are: (i) expressed to be consolidated and form a single series; and (ii) identical in all respects (including as to listing or admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The Covered Bond Guarantor has, in the Bond Trust Deed, irrevocably and unconditionally guaranteed the due and punctual payment of Guaranteed Amounts in respect of the Covered Bonds as and when the same become due for payment on certain dates in accordance with the Bond Trust Deed (**Due for Payment**), but only after service of a Notice to Pay on the Covered Bond Guarantor following an Issuer Event of Default and service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer or the occurrence of a Covered Bond Guarantor Event of Default and service by the Bond Trustee of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor.

The security for the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee and the other Programme Documents to which it is a party has been created in and pursuant to, and on the terms set out in, a security agreement governed by the law applying in the State of New South Wales, Australia (such security as amended and/or supplemented and/or restated from time to time, the **Security Deed**) dated 4 May 2017 and made between the Covered Bond Guarantor, the Issuer, the Trust Manager, the Bond Trustee, P.T. Limited ABN 67 004 454 666 (the **Security Trustee**) and certain other Secured Creditors.

These Conditions include summaries of, and are subject to, the provisions of the Bond Trust Deed, the Security Deed and the Agency Agreements (as applicable).

Copies of the Bond Trust Deed, the Security Deed, the Definitions Schedule (as defined below), the Agency Agreements and each of the other Programme Documents are available for inspection free of charge during normal business hours at the registered office for the time being of the Bond Trustee being at the Programme Date at Level 2, 1 Bligh Street, Sydney, NSW, 2000 and at the specified office of the Principal Paying Agent, the Registrar and the Transfer Agent.

Copies of the Applicable Final Terms for all Covered Bonds of each Series (including in relation to unlisted Covered Bonds of any Series) are obtainable during normal business hours at the specified office of the Paying Agents, the Registrar and Transfer Agent. If the Covered Bonds are to be admitted to trading on the regulated market of the London Stock Exchange, the Applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service. If this Covered Bond is an Exempt Covered Bond, the Applicable Pricing Supplement will only be obtainable by a Covered Bondholder holding one or more Covered Bonds and such Covered Bondholder must produce evidence satisfactory to the Issuer and the Bond Trustee or, as the case may be, the relevant Agent as to its holding of Covered Bonds and identity. The Covered Bondholders and the Couponholders are deemed to have notice of, are bound by, and are entitled to the benefit of, all the provisions of, and definitions contained in, the Bond Trust Deed, the Security Deed, the Definitions Schedule (as defined below), the relevant Agency Agreements, each of the other Programme Documents and the Applicable Final Terms which are applicable to them and to have notice of the Final Terms (or, in the case of Exempt Covered Bonds, the Pricing Supplement) relating to each other Series.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Conditions will bear the meanings given to them in the Bond Trust Deed, the Applicable Final Terms and/or the BOQ Covered Bond Trust Definitions Schedule made between the parties to the Programme Documents on 4 May 2017 (the **Definitions Schedule**) (as the same may be amended and/or supplemented and/or restated from time to time), a copy of each of which may be obtained as described above. In the event of inconsistency between the Bond Trust Deed and the Definitions Schedule, the Bond Trust Deed will prevail and in the event of inconsistency between the Bond Trust Deed and the Applicable Final Terms, the Applicable Final Terms will prevail.

1. **Form, Denomination and Title**

The Covered Bonds are in bearer form or in registered form as specified in the Applicable Final Terms and, in the case of Definitive Covered Bonds (being Bearer Definitive Covered Bond(s) and/or, as the context may require, Registered Definitive Covered Bond(s)), serially numbered, in the Specified Currency and the Specified Denomination(s). Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination and Bearer Covered Bonds may not be exchanged for Registered Covered Bonds or A\$ Registered Covered Bonds and vice versa.

This Covered Bond may be a Fixed Rate Covered Bond or a Floating Rate Covered Bond, depending upon the Interest Basis shown in the Applicable Final Terms, and subject, in each case, to confirmation from the Rating Agencies that the then current credit ratings of any outstanding Series of Covered Bonds will not be adversely affected by the issuance of this Covered Bond.

If this Covered Bond is a Bearer Definitive Covered Bond, it is issued with Coupons and, if applicable, Talons attached. Subject as set out below, title to the Bearer Covered Bonds and Coupons will pass by delivery, title to the Registered Covered Bonds will pass upon registration of transfers in accordance with the provisions of the Principal Agency Agreement and title to the A\$ Registered Covered Bonds will pass upon registration of transfers in accordance with these Conditions.

The Issuer, the Covered Bond Guarantor, each of the Agents and the Bond Trustee will (except as otherwise permitted in the Bond Trust Deed and these Conditions or as ordered by a court of competent jurisdiction or as required by law or applicable regulations) deem and treat the bearer of any Bearer Covered Bond or Coupon and the registered holder of any Registered Covered Bond or A\$ Registered Covered Bond as the absolute owner thereof (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Covered Bond, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Covered Bonds is represented by a Global Covered Bond held on behalf of, or, as the case may be, registered in the name of a common depositary for Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, S.A. (**Clearstream, Luxembourg**) each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of such Covered Bonds (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Covered Bonds standing to the account of any person will be conclusive and binding for all purposes save in the case of manifest error and any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including, without limitation, Euroclear's EUCLID or Clearstream's Creation on-line system) in accordance with its usual procedures and in which the holder of a particular nominal amount of the Covered Bonds is clearly identified with the amount of such holding) will be treated by the Issuer, the Covered Bond Guarantor, the Paying Agents, the Security Trustee and the Bond Trustee as the holder of such nominal amount of such Covered Bonds for all purposes other than with respect to the payment of principal or interest or other amounts on such nominal amount of such Covered Bonds in accordance with and subject to the terms of the relevant Global Covered Bond and the expression **Covered Bondholder** and related expressions will be construed accordingly. Covered Bonds which are represented by a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be.

For so long as any of the A\$ Registered Covered Bonds are lodged in the clearance and settlement system operated by Austraclear Ltd ABN 94 002 060 773 (**Austraclear** and such system being the **Austraclear System**) in accordance with the regulations and procedures established by Austraclear to govern the use of the Austraclear System (such regulations and procedures being the **Austraclear**

Regulations) each person (other than Austraclear Ltd) who is for the time being shown in the records of Austraclear as the holder of such A\$ Registered Covered Bonds (in which regard any certificate or other document issued by the Austraclear System or the A\$ Registrar as to such A\$ Registered Covered Bonds standing to the account of any person will be conclusive and binding for all purposes save in the case of manifest error and any such certificate or other document may comprise any form of statement or print out of electronic records provided by Austraclear or the A\$ Registrar in accordance with its usual procedures and in which the holder of the A\$ Registered Covered Bonds is clearly identified with the amount of such holding) will (except as otherwise permitted in the Bond Trust Deed and these Conditions or as ordered by a court of a competent jurisdiction or as required by applicable law or regulations) be treated by the Issuer, the Covered Bond Guarantor and the Bond Trustee as the holder of such A\$ Registered Covered Bonds for all purposes other than with respect to the payment of principal or interest or other amounts of such Covered Bonds and for the purpose of voting, giving consents and making requests in relation to such A\$ Registered Covered Bonds and the expression **Covered Bondholder** and related expressions will be construed accordingly. For so long as any of the A\$ Registered Covered Bonds are lodged in the Austraclear System, beneficial interests in A\$ Registered Covered Bonds will be transferable only in accordance with the Austraclear Regulations. Where Austraclear Ltd is recorded in the A\$ Register as the holder of an A\$ Registered Covered Bond, each person in whose Security Record (as defined in the Austraclear Regulations) an A\$ Registered Covered Bond is recorded is deemed to acknowledge in favour of the A\$ Registrar, the Issuer and Austraclear Ltd that:

- (a) the A\$ Registrar's decision to act as the registrar of that A\$ Registered Covered Bond is not a recommendation or endorsement by the A\$ Registrar or Austraclear Ltd in relation to that A\$ Registered Covered Bond, but only indicates that the A\$ Registrar considers that the holding of the A\$ Registered Covered Bonds is compatible with the performance by it of its obligations as A\$ Registrar under the A\$ Registry Agreement; and
- (b) the holder of the A\$ Registered Covered Bond does not rely on any fact, matter or circumstance contrary to paragraph (a) above.

For so long as the Covered Bonds are represented by a Global Covered Bond and the relevant clearing systems so permit, the Covered Bonds will be tradeable only in the minimum authorised denomination of €100,000 and higher integral multiples of €1,000, notwithstanding that no definitive Covered Bonds will be issued with a denomination above €199,000.

References to the Austraclear System, Euroclear and/or Clearstream, Luxembourg will, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the Applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent (other than in respect of any A\$ Registered Covered Bonds) and the Bond Trustee.

2. Transfers of Registered Covered Bonds and A\$ Registered Covered Bonds

(a) *Transfers of interests in Registered Global Covered Bonds*

Transfers of beneficial interests in Registered Covered Bonds in global form (the **Registered Global Covered Bonds**) will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Covered Bond will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Covered Bonds in definitive form or for a beneficial interest in another Registered Global Covered Bond only in the authorised denominations set out in the Applicable Final Terms and only in accordance with the rules and operating procedures for the time

being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Principal Agency Agreement.

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Registered Global Covered Bond to a transferee in the United States or who is a U.S. person will only be made pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States and, in each case, in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction.

(b) *Transfers of Registered Covered Bonds in definitive form*

Subject as provided in Condition 2(f) below, upon the terms and subject to the conditions set forth in the Principal Agency Agreement, a Registered Covered Bond in definitive form may be transferred in whole or in part (in the authorised denominations set out in the Applicable Final Terms). In order to effect any such transfer: (i) the holder or holders must: (A) surrender the Registered Covered Bond for registration of the transfer of the Registered Covered Bond (or the relevant part of the Registered Covered Bond) at the specified office of the relevant Registrar or the relevant Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing; and (B) complete and deposit such other certifications as may be required by the relevant Registrar or, as the case may be, the relevant Transfer Agent; and (ii) the relevant Registrar or, as the case may be, the relevant Transfer Agent must be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the relevant Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 3 to the Principal Agency Agreement). Subject as provided above, the relevant Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Covered Bond in definitive form of a like aggregate nominal amount to the Registered Covered Bond (or the relevant part of the Registered Covered Bond) transferred. In the case of the transfer of part only of a Registered Covered Bond in definitive form, a new Registered Covered Bond in definitive form in respect of the balance of the Registered Covered Bond not transferred will be so authenticated and delivered or (at the risk of the transferor) sent by uninsured mail to the address specified by the transferor.

(c) *Transfers of A\$ Registered Covered Bonds*

Title to the A\$ Registered Covered Bonds passes when details of the transfer are entered in the A\$ Register. The A\$ Register will be closed for the purpose of determining entitlements to payments of interest and principal at 5.00pm in the place where the A\$ Register is kept on the eighth calendar day before the relevant date for payment, or such other date specified in or determined in accordance with the Applicable Final Terms for that purpose (the **A\$ Record Date**).

A\$ Registered Covered Bonds may be transferred in whole but not in part. Application for the transfer of A\$ Registered Covered Bonds not entered into the Austraclear System or any alternative clearing system must be made by the lodgement of a transfer form with the A\$ Registrar at its specified office. Each transfer form must be duly completed, accompanied by any evidence the A\$ Registrar may require to establish that the transfer form has been duly executed and signed by the transferor and the transferee.

If a Covered Bondholder transfers some but not all of the Covered Bonds it holds and the transfer form does not identify the specific Covered Bonds transferred, the A\$ Registrar may choose which Covered Bonds registered in the name of the Covered Bondholder have been transferred. However, the Principal Amount Outstanding of the Covered Bonds registered as transferred must equal the Principal Amount Outstanding of the Covered Bonds expressed to be transferred in the transfer form.

For so long as any of the A\$ Registered Covered Bonds are lodged in the Austraclear System, beneficial interests in A\$ Registered Covered Bonds will be transferable only in accordance with the Austraclear Regulations.

(d) *Registration of transfer upon partial redemption*

In the event of a partial redemption of Covered Bonds under Condition 6, the Issuer will not be required to register the transfer of any Registered Covered Bond or A\$ Registered Covered Bond, or part of a Registered Covered Bond or an A\$ Registered Covered Bond, called for partial redemption.

(e) *Costs of registration*

Covered Bondholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer, the A\$ Registrar, any Registrar or any Transfer Agent may require the payment of a sum sufficient to cover any Taxes including stamp duty, GST or other governmental charge that may be imposed in relation to the registration.

(f) *Exchanges and transfers of Registered Covered Bonds generally*

Holders of Registered Covered Bonds in definitive form may exchange such Covered Bonds for interests in a Registered Global Covered Bond of the same type at any time.

(g) *Definitions*

In the Conditions, the following expressions will have the following meanings:

Distribution Compliance Period means the period that ends 40 days after the completion of the distribution of the relevant Tranche of Covered Bonds, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue); and

Securities Act means the United States Securities Act of 1933, as amended.

3. Status of the Covered Bonds and the Covered Bond Guarantee

(a) *Status of the Covered Bonds*

The Covered Bonds and any relevant Coupons constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference or priority among themselves and *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer (other than any obligation preferred by mandatory provisions of applicable law).

*Section 13A(3) of the Banking Act 1959 of Australia (the **Australian Banking Act**) provides that if an authorised deposit taking institution (ADI) (of which the Issuer is one) becomes unable to meet its obligations or suspends payment, the assets of the ADI in Australia are to be available to meet the ADI's liabilities in the following order:*

- (i) *first, the ADI's liabilities (if any) to the Australian Prudential Regulation Authority (APRA) in respect of the rights APRA has against the ADI to be paid amounts equal to the amount*

*which the holder of a protected account is entitled to receive from APRA under Division 2AA of Part II of the Australian Banking Act (the **Financial Claims Scheme**);*

- (ii) second, the ADI's debts (if any) to APRA in respect of APRA's costs incurred in relation to the exercise of its powers and the performance of its functions relating to the ADI in connection with the Financial Claims Scheme;*
- (iii) third, the ADI's liabilities (if any) in Australia in relation to protected accounts that accountholders keep with the ADI;*
- (iv) fourth, the ADI's debts (if any) to the Reserve Bank of Australia (the **RBA**);*
- (v) fifth, the ADI's liabilities (if any) under an industry support contract that is certified under section 11CB of the Australian Banking Act; and*
- (vi) sixth, the ADI's other liabilities (if any) in the order of their priority apart from section 13A(3) of the Australian Banking Act.*

*Section 86 of the Reserve Bank Act 1959 of Australia (the **Reserve Bank Act**) provides that, in a winding up of an ADI, debts due to the RBA by an ADI such as the Issuer shall, subject to section 13A(3) of the Australian Banking Act, have priority over all other debts of such ADI.*

Section 16 of the Australian Banking Act provides that in a winding up of an ADI the costs (including costs in the nature of remuneration and expenses) of APRA of being in control of the ADI's business or of having an administrator in control of the ADI's business will, subject to section 13A(3) of the Australian Banking Act, have priority over all other unsecured debts.

The Issuer's indebtedness under the Covered Bonds will not be a protected account for the purposes of the Financial Claims Scheme in Division 2AA of Part II of the Australian Banking Act and will not be a deposit liability of the Issuer for the purposes of the Australian Banking Act and is not guaranteed or insured by any government, government agency or compensation scheme of Australia or any other jurisdiction. For the purposes of section 13A(3) of the Australian Banking Act the Issuer's indebtedness under the Covered Bonds will rank as another liability under paragraph (vi) above. If the Issuer becomes unable to meet its obligations or suspends payment, its assets in Australia are to be available to meet its indebtedness evidenced by the Covered Bonds only after the liabilities referred to in section 13A(3)(a) - (e) have been met.

(b) Status of the Covered Bond Guarantee

The payment of Guaranteed Amounts in respect of the Covered Bonds when the same become Due for Payment has been unconditionally and irrevocably guaranteed by the Covered Bond Guarantor (the **Covered Bond Guarantee**) as set out in the Bond Trust Deed. However, the Covered Bond Guarantor will have no obligation under the Covered Bond Guarantee to pay any Guaranteed Amounts until the service of a Notice to Pay by the Bond Trustee on the Covered Bond Guarantor which the Bond Trustee is required to serve following the occurrence of an Issuer Event of Default and service by the Bond Trustee on the Issuer of an Issuer Acceleration Notice or, if earlier, following the occurrence of a Covered Bond Guarantor Event of Default and service by the Bond Trustee of a Covered Bond Guarantee Acceleration Notice.

The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee are direct, absolute and (following service of an Issuer Acceleration Notice and Notice to Pay or a Covered Bond Guarantee Acceleration Notice), unconditional obligations of the Covered Bond Guarantor, which are secured as provided in the Security Deed and limited recourse to the Covered Bond Guarantor as described in Condition 17.

Any payment made by the Covered Bond Guarantor under the Covered Bond Guarantee will (unless such obligation has been discharged as a result of the payment of Excess Proceeds to the Bond Trustee pursuant to Condition 9) discharge *pro tanto* the obligations of the Issuer in respect of such payment under the Covered Bonds and Coupons except where such payment has been declared void, voidable or otherwise recoverable in whole or in part and recovered from the Bond Trustee or the Covered Bondholders.

4. Interest

(a) *Interest on Fixed Rate Covered Bonds*

Each Fixed Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the **Interest Commencement Date** at the rate(s) per annum equal to the Rate(s) of Interest payable, subject as provided in these Conditions, in arrear on the Interest Payment Date(s) in each year up to (and including) the date specified in the Applicable Final Terms. If a Notice to Pay is served on the Covered Bond Guarantor, the Covered Bond Guarantor will pay Guaranteed Amounts in equivalent amounts to those described in the preceding sentence under the Covered Bond Guarantee in respect of the Covered Bonds on the Original Due for Payment Dates or, if applicable, the Extended Due for Payment Date.

If the Covered Bonds are in definitive form, except as provided in the Applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the fixed coupon amount specified in the Final Terms (the **Fixed Coupon Amount**). Payments of interest on any Interest Payment Date will, if so specified in the Applicable Final Terms, amount to the broken amount so specified in the relevant Final Terms (the **Broken Amount**).

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Covered Bonds in definitive form where a Fixed Coupon Amount or Broken Amount is specified in the Applicable Final Terms, interest will be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Covered Bonds which are A\$ Registered Covered Bonds, the Principal Amount Outstanding of the A\$ Registered Covered Bond;
- (ii) in the case of Fixed Rate Covered Bonds which are represented by a Global Covered Bond, the aggregate outstanding nominal amount of the Fixed Rate Covered Bonds represented by such Global Covered Bond; or
- (iii) in the case of Fixed Rate Covered Bonds in definitive form, the Calculation Amount;

and in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Covered Bond in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Covered Bond will be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in relation to any Covered Bond for a period of time (from, and including, the first day of such period to, but excluding, the last day of such period) (whether or not constituting a Fixed Interest Period or an Accrual Period, a **Calculation Period**) in accordance with this Condition 4(a):

- (i) if **Actual/Actual (ICMA)** is specified in the Applicable Final Terms:
 - (A) in the case of Covered Bonds where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the Applicable Final Terms) that would occur in one calendar year; or
 - (B) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
 - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (ii) if **30/360** is specified in the Applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and
- (iii) if **RBA Bond Basis** or **Australian Bond Basis** is specified in the Applicable Final Terms means one divided by the number of Interest Payment Dates in a year or, where the Calculation Period does not constitute a Fixed Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
 - (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).

In these Conditions:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

Original Due for Payment Date means, in respect of the payment of Guaranteed Amounts, prior to the occurrence of a Covered Bond Guarantor Event of Default and following the delivery of a Notice to Pay on the Covered Bond Guarantor, the date on which the Scheduled Payment Date in respect of such Guaranteed Amounts occurs or, if later, the day which is two Business Days following the date of service of a Notice to Pay on the Covered Bond Guarantor in respect of such Guaranteed Amounts and the Scheduled Payment Date falling on the Final Maturity Date of such Series of Covered Bonds as if such date had been the Extended Due for Payment Date.

Principal Amount Outstanding means in respect of a Covered Bond on any day the principal amount of that Covered Bond on the relevant Issue Date thereof less principal amounts received by the relevant Covered Bondholder in respect thereof on or prior to that day.

sub-unit means, with respect to any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Euro, Euro 0.01.

(b) ***Interest on Floating Rate Covered Bonds***

(i) *Interest Payment Dates*

Each Floating Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the Applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the Applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the Applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, the expression **Interest Period** will mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If a Business Day Convention is specified in the Applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (C) in any case where Specified Periods are specified in accordance with Condition 4(b) (i)(B) above, the **Floating Rate Convention**, such Interest Payment Date: (i) in the case of (x) above, will be the last day that is a Business Day in the relevant month and the provisions of (B) below will apply *mutatis mutandis*; or (ii) in the case of (y) above, will be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date will be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date will be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

- (D) the **Following Business Day Convention**, such Interest Payment Date will be postponed to the next day which is a Business Day; or
- (E) the **Modified Following Business Day Convention**, such Interest Payment Date will be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date will be brought forward to the immediately preceding Business Day; or
- (F) the **Preceding Business Day Convention**, such Interest Payment Date will be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means a day which is:

- I. a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Sydney and, if the Covered Bonds are not A\$ Registered Covered Bonds, in London and any Additional Business Centre specified in the Applicable Final Terms; and
- II. either (1) in relation to any sum payable in a Specified Currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) and which if the Specified Currency is Australian Dollars will be Sydney or (2) in relation to any Covered Bonds denominated or payable in Euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto (the **TARGET2 System**) is open.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds will be determined in the manner specified in the Applicable Final Terms.

(A) *ISDA Determination for Floating Rate Covered Bonds*

Where ISDA Determination is specified in the Applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the Applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (ii), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent or other party responsible for the calculation of the Rate of Interest as specified in the Applicable Final Terms (and references in this Condition 4(b)(ii)(A) to “Principal Paying Agent” shall be construed accordingly) or, in respect of the A\$ Registered Covered Bonds, the Calculation Agent or other person specified in the Applicable Final Terms under an interest rate swap transaction if the Principal Paying Agent or, in respect of the A\$ Registered Covered Bonds, the Calculation Agent or that other person were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds (the **ISDA Definitions**) and under which:

- (1) the Floating Rate Option is as specified in the Applicable Final Terms;

- (2) the Designated Maturity is the period specified in the Applicable Final Terms; and
- (3) the relevant Reset Date is either: (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (**LIBOR**), the Euro-zone inter-bank offered rate (**EURIBOR**), the Hong Kong inter-bank offered rate (**HIBOR**), the Toronto inter-bank offered rate (**BA-CDOR**) or the Australian Bank Bill Swap Rate (**BBSW**) for a currency, the first day of that Interest Period; or (ii) if the applicable Floating Rate Option is based on the Singapore inter-bank offered rate (**SIBOR**) the second Singapore business day prior to the start of each Interest Period; or (iii) if the applicable Floating Rate Option is based on the New Zealand inter-bank offered rate (**BKBM**), the first day of that Interest Period; or (iv) if the applicable Floating Rate Option is based on the Oslo inter-bank offered rate (**NIBOR**) the second Oslo business day prior to the start of each Interest Period; or (v) in any other case, as specified in the Applicable Final Terms.

Unless otherwise stated in the Applicable Final Terms the Minimum Rate of Interest will be deemed to be zero.

For the purposes of this sub-Paragraph (b) Floating Rate, Floating Rate Option, Designated Maturity and Reset Date have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Covered Bonds not referencing Compounded Daily SONIA

- (1) Where Screen Rate Determination is specified in the Applicable Final Terms as the manner in which the Rate of Interest is to be determined, and unless the Reference Rate in respect of the relevant Series of Floating Rate Covered Bonds is specified in the Applicable Final Terms as being “Compounded Daily SONIA”, the Rate of Interest for each Interest Period will, subject as provided below, be either:
 - I. the offered quotation (if there is only one quotation on the Relevant Screen Page); or
 - II. the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards or, in the case of A\$ Registered Covered Bonds only, rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which either: (i) in the case of A\$ Registered Covered Bonds, appears or appear, as the case may be, on the Relevant Screen Page as at 10.30 a.m. (Sydney time) (or at such other time at which such rate customarily appears on that page) (**BBSW Publication Time**) in the case of BBSW on the Interest Determination Date in question plus or minus the Margin (if any), all as determined by the Calculation Agent; or (ii) otherwise, appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR, or Hong Kong time, in the case of HIBOR, or Singapore time, in the case of SIBOR) or as at 10.15 a.m. Toronto time in the case of BA-CDOR or as at 10.45 a.m. Auckland time (or at such other time at which such rate customarily appears on that page) (**BKBM Publication Time**) in the case of BKBM or as at 12.00 a.m. Oslo time, in the case of NIBOR, on the Interest Determination Date in question plus or minus the Margin (if any), all as determined by the Principal Paying Agent or other party responsible for the calculation of the Rate of Interest as specified in the Applicable Final Terms (and references in this Condition 4(b)(ii)(B) to “Principal Paying Agent” shall be construed

accordingly). If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) will be disregarded by the Calculation Agent or the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

(2) If:

- I. in the case of BBSW, the Relevant Screen Page is not available or if the Reference Rate does not appear on the Relevant Screen Page by 10.45 a.m. in the Relevant Financial Centre (or such other time that is 15 minutes after the then prevailing BBSW Publication Time in the Relevant Financial Centre) then the Rate of Interest shall be determined in good faith by the Issuer on the Interest Determination Date having regard to comparable indices then available and such Rate of Interest shall be notified to the Principal Paying Agent as soon as practicable after its determination;
- II. in the case of BKBM, the Relevant Screen Page is not available or if the Reference Rate does not appear on the Relevant Screen Page by 11.00 a.m. in the Relevant Financial Centre (or such other time that is 15 minutes after the then prevailing BKBM Publication Time in the Relevant Financial Centre) then the Rate of Interest shall be determined in good faith by the Issuer on the Interest Determination Date having regard to the rates otherwise bid and offered at or around 11.00am in the Relevant Financial Centre (or such other time that is 15 minutes after the then prevailing BKBM Publication Time in the Relevant Financial Centre) on the Interest Determination Date by participants in the BKBM trading window for New Zealand bank bills having a tenor closest to the relevant Interest Period and such Rate of Interest shall be notified to the Principal Paying Agent as soon as practicable after its determination; or
- III. otherwise, the Relevant Screen Page is not available or if, in the case of Condition 4(b)(ii)(B)(1)I, no such offered quotation appears or, in the case of Condition 4(b)(ii)(B)(1)II, fewer than three of the offered quotations appear, in each case as at the Relevant Time, the Principal Paying Agent shall request each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Principal Paying Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of such offered quotations plus or minus (as indicated in the Applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent.

(3) If on any Interest Determination Date one only or none of the Reference Banks provides the Principal Paying Agent with such an offered quotation as provided in Condition 4(b)(ii)(B)(2)III, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded as provided above) of the rates, as communicated to (and at the request of) the Principal Paying Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the

Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Hong Kong inter-bank market (if the Reference Rate is HIBOR) or the Toronto inter-bank market (if the Reference Rate is BA-CDOR) or the Singapore inter-bank market (if the Reference Rate is SIBOR) or the Oslo inter-bank market (if the Reference Rate is NIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent with such offered rates, either (as directed by the Issuer) the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Hong Kong inter-bank market (if the Reference Rate is HIBOR) or the Toronto inter-bank market (if the Reference Rate is BA-CDOR) or the Singapore inter-bank market (if the Reference Rate is SIBOR) or the Oslo inter-bank market (if the Reference Rate is NIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 4(b)(ii)(B), the Rate of Interest shall be that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Period in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Period). For the purposes of these Conditions:

Interest Determination Date shall mean the date specified as such in the Final Terms or if none is so specified:

- (i) if the Reference Rate is LIBOR (other than Sterling or Euro LIBOR), the second London business day prior to the start of each Interest Period;
- (ii) if the Reference Rate is Sterling or Euro LIBOR, HIBOR, BA-CDOR or BBSW, the first day of each Interest Period;
- (iii) if the Reference Rate is EURIBOR, the second day on which the TARGET2 System is open prior to the start of each Interest Period;
- (iv) if the Reference Rate is SIBOR, the second Singapore business day prior to the start of each Interest Period;
- (v) if the Reference Rate is BKBM, the first day of each Interest Period; or
- (vi) if the Reference Rate is NIBOR, the second Oslo business day prior to the start of each Interest Period.

Reference Banks shall mean (i) in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market; (ii) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market; (iii) in the case of a determination of HIBOR, four major banks in the Hong Kong inter-bank market; (iv) in the case of a determination of BA-CDOR, four Canadian Schedule 1 chartered banks; (v) in the case of a determination of SIBOR, four major banks in the

Singapore inter-bank market; and (vi) in the case of a determination of NIBOR, four major banks in the Oslo inter-bank market, in each case selected by the Issuer or as specified in the Applicable Final Terms.

Reference Rate shall mean (i) LIBOR, (ii) EURIBOR, (iii) HIBOR, (iv) BA-CDOR, (v) BBSW, (vi) SIBOR, (vii) BKBM or (viii) NIBOR, in each case for the relevant period, as specified in the Applicable Final Terms.

Relevant Financial Centre shall mean London, in the case of a determination of LIBOR, Brussels, in the case of a determination of EURIBOR, Hong Kong, in the case of a determination of HIBOR, Toronto, in the case of a determination of BA-CDOR, Sydney, in the case of a determination of BBSW, Singapore, in the case of a determination of SIBOR, Auckland, in the case of a determination of BKBM and Oslo, in the case of a determination of NIBOR as specified in the Applicable Final Terms.

If the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Rate of Interest will be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Covered Bonds is specified in the Applicable Final Terms as being other than BBSW, LIBOR, EURIBOR, HIBOR, BA-CDOR, SIBOR, BKBM or NIBOR, the Rate of Interest in respect of such Covered Bonds will be determined as provided in the Applicable Final Terms.

(C) *Screen Rate Determination for Floating Rate Covered Bonds referencing Compounded Daily SONIA*

- (1) Where "Screen Rate Determination" is specified in the Applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate is specified in the Applicable Final Terms as being "Compounded Daily SONIA", the Rate of Interest for an Interest Period will, subject as provided below, be Compounded Daily SONIA with respect to such Interest Period plus or minus (as indicated in the Applicable Final Terms) the Margin (if any).

Compounded Daily SONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) as calculated by the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms) on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fourth decimal place, with 0.00005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

d is the number of calendar days in the relevant Interest Period;

d₀ is the number of London Banking Days in the relevant Interest Period;

i is a series of whole numbers from one to **d₀**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

London Banking Day or LBD means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

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

Observation Period means the period from (and including) the date falling "*p*" London Banking Days prior to the first day of the relevant Interest Period to (but excluding) the date falling "*p*" London Banking Days prior to the Interest Payment Date (or, if applicable, the relevant payment date if the Covered Bonds become payable on a date other than an Interest Payment Date) for such Interest Period;

p is the number of London Banking Days by which an Observation Period lags the corresponding Interest Period, being the number of London Banking Days specified as the "SONIA Lag Period (*p*)" in the Applicable Final Terms (or, if no such number is so specified, five London Banking Days);

the **SONIA reference rate**, in respect of any London Banking Day (**LBD_x**), is a reference rate equal to the daily Sterling Overnight Index Average (**SONIA**) rate for such **LBD_x** as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Banking Day immediately following such **LBD_x**; and

SONIA_{i-pLBD} means the SONIA reference rate for the London Banking Day (being a London Banking Day falling in the relevant Observation Period) falling "*p*" London Banking Days prior to the relevant London Banking Day "i".

- (2) If, in respect of any London Banking Day in the relevant Observation Period, the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms) determines that the applicable SONIA reference rate has not been made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms, as applicable) shall determine the SONIA reference rate in respect of such London Banking Day as being:
 - (A) (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at 5.00 p.m. (or, if earlier, close of business) on such London Banking Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one

highest spread, one only of those highest spreads) and the lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(B) if the Bank Rate under (A)(i) above is not available at the relevant time, either (i) the SONIA reference rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA reference rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (ii) if this is more recent, the latest rate determined under (A)(i) above.

(3) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be:

(A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Period); or

(B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Covered Bonds for the first scheduled Interest Period had the Covered Bonds been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (and applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Period).

(iii) (4) If the relevant Series of Covered Bonds becomes due and payable in accordance with Condition 9, the final Rate of Interest shall be calculated for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Covered Bonds become so due and payable, and such Rate of Interest shall continue to apply to the Covered Bonds for so long as interest continues to accrue thereon as provided in Condition 4(c) and the Bond Trust Deed.

(iv) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the Applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period will be such Minimum Rate of Interest.

If the Applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period will be such Maximum Rate of Interest.

(v) *Determination of Rate of Interest and calculation of Interest Amounts*

The Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms) and the Calculation Agent, in the case of Floating Rate Covered Bonds which are A\$ Registered Covered Bonds, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent (or such other party as aforesaid) and the Calculation Agent, in the case of Floating Rate Covered Bonds which are A\$ Registered Covered Bonds, will calculate the amount of interest payable on the Floating Rate Covered Bonds (each an **Interest Amount**) for the relevant Interest Period. Each Interest Amount will be calculated by applying the Rate of Interest to:

- (A) in the case of Floating Rate Covered Bonds which are A\$ Registered Covered Bonds, the Principal Amount Outstanding of the A\$ Registered Covered Bond;
- (B) in the case of Floating Rate Covered Bonds which are represented by a Global Covered Bond, the aggregate outstanding nominal amount of the Covered Bonds represented by such Global Covered Bond; or
- (C) in the case of Floating Rate Covered Bonds in definitive form, the Calculation Amount,

and, in each case multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Covered Bond in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Covered Bond will be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

If "Interest Amounts Non-Adjusted" is specified in the Applicable Final Terms then notwithstanding the bringing forward or postponement (as applicable) of an Interest Payment Date as a result of the application of the Business Day Convention set out in the Applicable Final Terms, the Interest Amount in respect of the relevant Interest Period and each subsequent Interest Period will be calculated as stated above on the basis of the original Interest Payment Dates without adjustment in accordance with the applicable Business Day Convention.

Day Count Fraction means, in respect of the calculation of an amount of interest for any Interest Period:

- (A) if **Actual/Actual** or **Actual/Actual (ISDA)** is specified in the Applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (B) if **Actual/365 (Fixed)** is specified in the Applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (C) if **Actual/365 (Sterling)** is specified in the Applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

- (D) if **Actual/360** is specified in the Applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (E) if **30/360**, **360/360** or **Bond Basis** is specified in the Applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (F) if **30E/360** or **Eurobond Basis** is specified in the Applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30;

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30; and

- (G) if **30E/360 (ISDA)** is specified in the Applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30;

"D2" is the calendar day, expressed as a number, immediately following the last day of the Interest Period, unless (i) that day is the last day of February but not the due date for redemption or (ii) such number would be 31, in which case D2 will be 30.

(vi) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the Applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms) by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the Applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the Applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(vii) *Notification of Rate of Interest and Interest Amounts*

- (1) Except where the Reference Rate is specified in the Applicable Final Terms as being "Compounded Daily SONIA", the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms) and the Calculation Agent, in the case of Floating Rate Covered Bonds which are A\$ Registered Covered Bonds, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Bond Trustee and to any stock exchange (provided that the Issuer has provided the Principal Paying Agent and Calculation Agent with all necessary contact details) on which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing and to be notified in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth Business Day (as defined in Condition 4(b)(i)). Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will be promptly notified to the Bond Trustee and each stock exchange (provided that the Issuer has provided the Principal Paying Agent and Calculation Agent with all necessary contact details) on which the relevant Floating Rate Covered Bonds are for the time being listed or by which they have been admitted to listing and to the Covered Bondholders in accordance with Condition 13.
 - (2) Where the Reference Rate is specified in the Applicable Final Terms as being "Compounded Daily SONIA", the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms) will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to (i) the Issuer and the Bond Trustee, and (ii) to any stock exchange on which the relevant Floating Rate Covered Bonds are for the time being listed and, in each case, to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the second London Banking Day (as defined in Condition 4(b)(ii)(C)(1) above) thereafter. Each Rate of Interest, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the relevant Interest Period. Any such amendment or alternative arrangements will promptly be notified to the Bond Trustee and to any stock exchange on which the relevant Floating Rate Covered Bonds are for the time being listed and to the Covered Bondholders in accordance with Condition 13. *Determination or Calculation by Bond Trustee*
- (viii) If for any reason at any relevant time after the Issue Date, the Principal Paying Agent or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest or the Principal Paying Agent or the Calculation Agent defaults in its obligation to calculate any Interest Amount in accordance with subparagraph (ii) above or as otherwise specified in the Applicable Final Terms, as the case may be, and in each case in accordance with paragraph (v) above, the Issuer may appoint an agent to determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it thinks fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the Applicable Final Terms), it deems fair and reasonable in all the circumstances or, as the case may be, the Issuer may appoint an agent to calculate the Interest Amount(s) in such manner as it deems fair and reasonable. In order to make any such determination or calculation, the Issuer may appoint and rely on a determination or calculation

by a calculation agent (which must be an investment bank or other suitable entity of international repute). Each such determination or calculation will be deemed to have been made by the Principal Paying Agent or the Calculation Agent, as the case may be.

(ix) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b), whether by the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms, as applicable) or the Calculation Agent or the Bond Trustee will (in the absence of wilful default, bad faith or manifest error or proven error) be binding on the Issuer, the Covered Bond Guarantor, the Principal Paying Agent, the Calculation Agent, the other Paying Agents, the Bond Trustee and all the Covered Bondholders and Couponholders and (in the absence of wilful default or bad faith or proven error) no liability to the Issuer the Covered Bond Guarantor, the Covered Bondholders or the Couponholders will attach to the Principal Paying Agent (or such other party as aforesaid) or the Calculation Agent or the Bond Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) *Accrual of interest*

Interest (if any) will cease to accrue on each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused or default is otherwise made in the payment thereof, in which event interest will continue to accrue as provided in the Bond Trust Deed.

5. Payments

(a) *Method of payment*

Subject as provided below:

- (i) payments in a Specified Currency other than Euro will be made by credit or electronic transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian Dollars, will be Sydney); and
- (ii) payments in Euro will be made by credit or electronic transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee or, at the option of the payee, by a Euro cheque.

Payments will be subject in all cases to (A) any fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to the provisions of Condition 7 and (B) any deduction or withholding required pursuant to an agreement described in Section 1471(b) of the Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto. References to Specified Currency will include any successor currency under applicable law.

(b) *Presentation of Bearer Definitive Covered Bonds and Coupons*

Payments of principal and interest (if any) in respect of Bearer Definitive Covered Bonds will (subject as provided below) be made in the manner provided in Condition 5(a) above only against presentation and surrender of Bearer Definitive Covered Bonds or Coupons, as the case may be, at any specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Fixed Rate Covered Bonds in definitive bearer form (other than Long Maturity Covered Bonds) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression will include Coupons falling to be issued on exchange of matured Talons), failing which an amount equal to the face value of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon amounts in respect of any Fixed Rate Covered Bond in definitive bearer form becoming due and repayable by the Issuer (in the absence of a Notice to Pay) or the Covered Bond Guarantor under the Covered Bond Guarantee prior to its Final Maturity Date (or, as the case may be, Extended Due for Payment Date), all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Covered Bond or Long Maturity Covered Bond in definitive bearer form, all unmatured Coupons and Talons (if any) relating thereto (whether or not attached) will become void and no payment or, as the case may be, exchange for further Coupons will be made in respect thereof. A **Long Maturity Covered Bond** is a Fixed Rate Covered Bond (other than a Fixed Rate Covered Bond which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Covered Bond will cease to be a Long Maturity Covered Bond on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the Principal Amount Outstanding of such Covered Bond. If the date for redemption of any Bearer Definitive Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such Covered Bond from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date will be payable only against surrender of the relevant Bearer Definitive Covered Bond.

(c) ***Payments in respect of Bearer Global Covered Bonds***

Payments of principal and interest (if any) in respect of Covered Bonds represented by any Bearer Global Covered Bond will (subject as provided below) be made in the manner specified above in relation to Bearer Definitive Covered Bonds and otherwise in the manner specified in the relevant Global Covered Bond (against presentation or surrender, as the case may be, of such Global Covered Bond at the specified office of any Paying Agent outside the United States). On the occasion of each payment, a record of such payment made on such Bearer Global Covered Bond, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Covered Bond by the Paying Agent and such record will be *prima facie* evidence that the payment in question has been made.

(d) ***Payments in respect of Registered Covered Bonds***

Payments of principal in respect of each Registered Covered Bond (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due,

endorsement) of the Registered Covered Bond at the specified office of the relevant Registrar or the Paying Agents. Such payments will be made by electronic transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the Register of holders of the Registered Covered Bonds maintained by the relevant Registrar at the close of business on the third Business Day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the principal amount of the Covered Bonds held by a holder is less than US\$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, will be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than Euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian Dollars will be Sydney) and (in the case of a payment in Euro) any bank which processes payments in Euro.

Payments of interest in respect of each Registered Covered Bond (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail to the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the Register at the close of business on (i) in the case of Global Covered Bonds in registered form, the Business Day prior to the relevant due date and (ii) in the case of Registered Definitive Covered Bonds, the Business Day falling 15 days prior to the relevant due date (the **Record Date**) at the holder's address shown in the Register on the Record Date and at the holder's risk. Upon application of the holder to the specified office of the relevant Registrar not less than three Business Days before the due date for any payment of interest in respect of a Registered Covered Bond, the payment may be made by electronic transfer on the due date in the manner provided in the preceding paragraph. Any such application for electronic transfer will be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Covered Bonds which become payable to the holder who has made the initial application until such time as the relevant Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Covered Bond on redemption will be made in the same manner as payment of the principal in respect of such Registered Covered Bond.

Holders of Registered Covered Bonds will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Covered Bond as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses will be charged to such holders by the relevant Registrar in respect of any payments of principal or interest in respect of the Registered Covered Bonds.

None of the Issuer, the Covered Bond Guarantor, the Bond Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(e) *Payments in respect of A\$ Registered Covered Bonds*

Payments of principal in respect of each A\$ Registered Covered Bond will be made to the person who is the holder of the A\$ Registered Covered Bond at 10.00 am in the place where the A\$ Register in relation to the A\$ Registered Covered Bonds is maintained on the due date.

Payments of interest in respect of each A\$ Registered Covered Bond will be made to the person who is the holder of the A\$ Registered Covered Bond at 4.00 pm in the place where the A\$ Register in relation to the A\$ Registered Covered Bonds is maintained on the A\$ Record Date.

Payment of the interest due in respect of each A\$ Registered Covered Bond on the redemption will be made in the same manner as payment of principal in respect of each A\$ Registered Covered Bond.

If the A\$ Registered Covered Bond is lodged in the Austraclear System, payments in respect of the A\$ Registered Covered Bonds will be by transfer to the relevant account of the holder of the beneficial interest in the A\$ Registered Covered Bond in accordance with the Austraclear Regulations.

If the A\$ Registered Covered Bond is not lodged in the Austraclear System, payments in respect of the A\$ Registered Covered Bonds will be made by crediting on the relevant due date, the amount due to the account previously notified by the holder of the A\$ Registered Covered Bond to the Issuer and the A\$ Registrar. If the holder of the A\$ Registered Covered Bond has not notified the Issuer and the A\$ Registrar of an account to which payments to it must be made by close of business in the place where the A\$ Register is maintained on the A\$ Record Date, the payments will be made by a cheque in Australian Dollars and mailed by uninsured prepaid ordinary mail on the AU Business Day immediately before the relevant due date to the holder (or the first named of joint holders) of the A\$ Registered Covered Bond at the holder's address shown in the A\$ Register on the A\$ Record Date and at the holder's risk.

No payment of interest in respect of an A\$ Registered Covered Bond will be made to an address in the United States or transferred to an account maintained by the holder of the A\$ Registered Covered Bond in the United States.

Holders of A\$ Registered Covered Bonds will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any A\$ Registered Covered Bond as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses will be charged to such holders by the A\$ Registrar in respect of any payments of principal or interest in respect of the A\$ Registered Covered Bonds.

None of the Issuer, the Covered Bond Guarantor or the Bond Trustee will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the A\$ Registered Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(f) *General provisions applicable to payments*

The holder of a Global Covered Bond (or, as provided in the Bond Trust Deed, the Bond Trustee) will be the only person entitled to receive payments in respect of Covered Bonds represented by such Global Covered Bond and the Issuer or, as the case may be, the Covered Bond Guarantor will be discharged by payment to, or to the order of, the holder of such Global Covered Bond (or the Bond Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Covered Bonds represented by such Global Covered Bond must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer or the Covered Bond Guarantor to, or to the order of, the holder of such Global Covered Bond (or the Bond Trustee, as the case may be). No person other than the holder of the relevant Global Covered Bond (or, as provided in the Bond Trust Deed, the Bond Trustee) will have any claim against the Issuer or the Covered Bond Guarantor in respect of any payments due on that Global Covered Bond.

Notwithstanding the foregoing provisions of this Condition, payments of principal and/or interest in U.S. dollars in respect of the Bearer Covered Bonds will only be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S.

dollars at such specified offices outside the United States of the full amount of interest on the Bearer Covered Bonds in the manner provided above when due;

- (ii) payment of the full amount of such principal and interest at such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Trust Manager, adverse tax consequences to the Issuer or the Covered Bond Guarantor.

(g) *Payment Day*

If the date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Day (as defined below), the holder thereof will not be entitled to payment of the relevant amount due until the next following Payment Day and will not be entitled to any interest or other sum in respect of any such delay. In this Condition (unless otherwise specified in the Applicable Final Terms), **Payment Day** means any day which (subject to Condition 8) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) the relevant place of presentation;
 - (B) Sydney and, in the case of Covered Bonds that are not A\$ Registered Covered Bonds, London; and
 - (C) any Additional Financial Centre specified in the Applicable Final Terms; and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the places specified in Condition 5(g)(i) and which, if the Specified Currency is Australian Dollars, will be Sydney) or (2) in relation to any sum payable in Euro, a day on which the TARGET2 System is open.

(h) *Interpretation of principal and interest*

Any reference in these Conditions to principal in respect of the Covered Bonds will be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7 or under any undertakings or covenants given in addition thereto, or in substitution therefor, pursuant to the Bond Trust Deed;
- (ii) the Final Redemption Amount of the Covered Bonds;
- (iii) the Early Redemption Amount of the Covered Bonds;
- (iv) the Optional Redemption Amount(s) (if any) of the Covered Bonds;
- (v) any premium and any other amounts (other than interest) which may be payable under or in respect of the Covered Bonds; and

- (vi) any Excess Proceeds which may be payable by the Bond Trustee under or in respect of the Covered Bonds.

Any reference in these Conditions to interest in respect of the Covered Bonds will be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 or under any undertakings given in addition thereto, or in substitution therefor, pursuant to the Bond Trust Deed.

(i) ***Redenomination***

Where redenomination is specified in the Applicable Final Terms as being applicable, the Issuer may, without the consent of the Covered Bondholders and the Couponholders, on giving prior written notice to the Bond Trustee, the Security Trustee, the Principal Paying Agent, the Registrar (in the case of Registered Covered Bonds), Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Covered Bondholders in accordance with Condition 13, elect that, with effect from the Redenomination Date specified in the notice, the Covered Bonds will be redenominated in Euro. In relation to any Covered Bonds where the Applicable Final Terms provides for a minimum Specified Denomination in the Specified Currency which is equivalent to at least Euro 100,000 and which are admitted to trading on a regulated market in the European Economic Area, it will be a term of any such redenomination that the holder of any Covered Bonds held through Euroclear and/or Clearstream, Luxembourg must have credited to its securities account with the relevant clearing system a minimum balance of Covered Bonds of at least Euro 100,000.

The election will have effect as follows:

- (i) the Covered Bonds will be deemed to be redenominated in Euro in the denomination of Euro 0.01 with a nominal amount for each Covered Bond equal to the nominal amount of that Covered Bond in the Specified Currency, converted into Euro at the Established Rate, provided that, if the Issuer determines, in consultation with the Principal Paying Agent and the Bond Trustee, that the then market practice in respect of the redenomination in Euro of internationally offered securities is different from the provisions specified above, such provisions will be deemed to be amended so as to comply with such market practice and the Issuer will promptly notify the Covered Bondholders, the competent listing authority, stock exchange and/or market (if any) on or by which the Covered Bonds may be listed and/or admitted to trading and the Paying Agents of such deemed amendments;
- (ii) save to the extent that an Exchange Notice has been given in accordance with paragraph (iv) below, the amount of interest due in respect of the Covered Bonds will be calculated by reference to the aggregate nominal amount of Covered Bonds presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment will be rounded down to the nearest Euro 0.01;
- (iii) if Definitive Covered Bonds are required to be issued after the Redenomination Date, they will be issued at the expense of the Issuer in the denominations of Euro 100,000 and/or such higher amounts as the Principal Paying Agent may determine and notify to the Covered Bondholders and any remaining amounts less than Euro 100,000 will be redeemed by the Issuer and paid to the Covered Bondholders in Euro in accordance with Condition 6;
- (iv) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Covered Bonds) will become void with effect from the date on which the Issuer gives notice (the **Exchange Notice**) that replacement Euro-denominated Covered Bonds and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Covered Bonds and Coupons so issued will also become

void on that date although those Covered Bonds and Coupons will continue to constitute valid exchange obligations of the Issuer. New Euro-denominated Covered Bonds and Coupons will be issued in exchange for Covered Bonds and Coupons denominated in the Specified Currency in such manner as the Principal Paying Agent may specify and as will be notified to the Covered Bondholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Covered Bonds;

- (v) after the Redenomination Date, all payments in respect of the Covered Bonds and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in Euro as though references in the Covered Bonds to the Specified Currency were to Euro. Payments will be made in Euro by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee or, at the option of the payee, by a Euro cheque;
- (vi) if the Covered Bonds are Fixed Rate Covered Bonds and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated:
 - (A) in the case of Covered Bonds represented by a Global Covered Bond, by applying the Rate of Interest to the aggregate outstanding nominal amount of the Covered Bonds represented by such Global Covered Bonds; and
 - (B) in the case of Definitive Covered Bonds, by applying the Rate of Interest to the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Covered Bond in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Covered Bond will be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding;

- (vii) if the Covered Bonds are Floating Rate Covered Bonds or Variable Interest Covered Bonds, the Applicable Final Terms will specify any relevant changes to the provisions relating to interest; and
- (viii) such other changes will be made to this Condition (and the Programme Documents) as the Issuer may decide, after consultation with the Principal Paying Agent and the Bond Trustee, and as may be specified in the notice, to conform it to conventions then applicable to instruments denominated in Euro.

(j) ***Definitions***

In these Conditions, the following expressions have the following meanings:

Established Rate means the rate for the conversion of the relevant Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty.

Euro means the lawful currency for the time being of the member states of the European Union that adopt the single currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty.

Rate of Interest means the rate of interest payable from time to time in respect of a Series of Covered Bonds, as determined in, or as determined in the manner specified in, the Applicable Final Terms.

Redenomination Date means any date for payment of interest under the Covered Bonds specified by the Issuer in the notice given to the Covered Bondholders pursuant to Condition 5(i)(i) and which falls on or after the date on which the country of the relevant Specified Currency first participates in the third stage of European economic and monetary union.

Treaty means the Treaty on the functioning of the European Community, as amended.

A13.4.9 (ii)
Cat B

6. Redemption and Purchase

(a) *Final redemption*

Unless previously redeemed in full or purchased and cancelled as specified below, each Covered Bond will be redeemed by the Issuer at par (the **Final Redemption Amount**) in the relevant Specified Currency on the Final Maturity Date (as specified in the Applicable Final Terms).

Without prejudice to Condition 9:

- (i) if, prior to the occurrence of the Conversion Event Date, the Issuer has failed to pay the Final Redemption Amount on the Final Maturity Date specified in the Applicable Final Terms (or after expiry of the grace period set out in Condition 9(a)(i)) and, following the service of a Notice to Pay on the Covered Bond Guarantor by no later than the date falling one Business Day prior to the Extension Determination Date, the Trust Manager determines that the Covered Bond Guarantor has insufficient moneys available under the Guarantee Priority of Payments to pay the Guaranteed Amounts corresponding to the Final Redemption Amount in full in respect of the relevant Series of Covered Bonds on the date falling on the earlier of (a) the date which falls two Business Days after service of such Notice to Pay on the Covered Bond Guarantor or, if later, the Final Maturity Date (or, in each case, after the expiry of the grace period set out in Condition 9(a)(i)) under the terms of the Covered Bond Guarantee and (b) the Extension Determination Date, then (subject as provided below) payment of the unpaid amount in respect of that Series of Covered Bonds by the Covered Bond Guarantor under the Covered Bond Guarantee will be deferred until the Extended Due for Payment Date (and that Series of Covered Bonds will become Pass-Through Covered Bonds). In such circumstances, the Trust Manager must direct the Covered Bond Guarantor to, and upon receiving such direction the Covered Bond Guarantor must, on the earlier of (a) and (b) above, under the Covered Bond Guarantee, apply the moneys (if any) available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) rateably in part payment of an amount equal to the Final Redemption Amount of the relevant Series of Covered Bonds and will pay Guaranteed Amounts constituting the Scheduled Interest in respect of each such Covered Bond on such date. The obligation of the Covered Bond Guarantor to pay any amounts in respect of the balance of the Final Redemption Amount not so paid will be deferred as described above and such failure to pay by the Covered Bond Guarantor will not constitute a Covered Bond Guarantor Event of Default, provided that any amount representing the Final Redemption Amount due and remaining unpaid on the earlier of (a) and (b) above may also be paid by the Covered Bond Guarantor (at the direction of the Trust Manager) on any Interest Payment Date thereafter up to (and including) the Extended Due for Payment Date;

- (ii) if, prior to the Conversion Event Date, (a) an Issuer Event of Default has occurred (x) in accordance with Condition 9(a) (other than in accordance with Condition 9(a)(i) as a result of a failure to pay the Final Redemption Amount in respect of a Series of Covered Bonds) and the Bond Trustee has served a Notice to Pay on the Covered Bond Guarantor or (y) in accordance with Condition 9(a)(i) as a result of a failure to pay the Final Redemption Amount in respect of a Series of Covered Bonds and such Series of Covered Bonds has been redeemed in full and (b) at such time there are no Pass-Through Covered Bonds then outstanding, then (subject as provided below) payment of the Final Redemption Amount in respect of the then Earliest Maturing Covered Bonds by the Covered Bond Guarantor under the Covered Bond Guarantee will be deferred until the Extended Due for Payment Date (and such Earliest Maturing Covered Bonds will become Pass-Through Covered Bonds). In such circumstances, the Trust Manager must direct the Covered Bond Guarantor to, and upon receiving such direction the Covered Bond Guarantor must on the next, and each following, Interest Payment Date, under the Covered Bond Guarantee, apply the moneys (if any) available on a Distribution Date (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) rateably in part payment of an amount equal to the Final Redemption Amount of the then Earliest Maturing Covered Bonds (and to such extent, the Final Redemption Amount will, for the purpose of the Guarantee Priority of Payments and all other purposes, be due) and will pay Guaranteed Amounts constituting the Scheduled Interest in respect of the then Earliest Maturing Covered Bonds on such Interest Payments Dates. The obligation of the Covered Bond Guarantor to pay any amounts in respect of the balance of the Final Redemption Amount not so paid on such Interest Payments Date for such Earliest Maturing Covered Bonds will be deferred as described above and such failure to pay by the Covered Bond Guarantor will not constitute a Covered Bond Guarantor Event of Default, provided that any amount representing the Final Redemption Amount remaining unpaid may also be paid by the Covered Bond Guarantor (at the direction of the Trust Manager) on any Interest Payment Date thereafter up to (and including) the Extended Due for Payment Date. Once the then Earliest Maturing Covered Bonds are repaid in full pursuant to this Condition 6(a)(ii), this Condition 6(a)(ii) will then apply to the next Earliest Maturing Covered Bonds; and
- (iii) following the Conversion Event Date (subject as provided below), payment of the Final Redemption Amount in respect of all Series of Covered Bonds by the Covered Bond Guarantor under the Covered Bond Guarantee will be deferred until the Extended Due for Payment Date (and all Series of Covered Bonds will become Pass-Through Covered Bonds). The Covered Bond Guarantor (at the direction of the Trust Manager) must on the next, and each following Interest Payment Date for each Series of Covered Bonds, apply the moneys (if any) available for that Series of Covered Bonds on a Distribution Date (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) towards payment, in whole or part, of the Final Redemption Amount of that Series of Covered Bonds (and to such extent, the Final Redemption Amount will, for the purpose of the Guarantee Priority of Payments and all other purposes, be due) on such Interest Payment Date.

The Covered Bond Guarantor will pay Guaranteed Amounts constituting Scheduled Interest in respect of each Series of Pass-Through Covered Bonds on the basis set out in the Applicable Final Terms or, if not set out therein, in accordance with Condition 4, without prejudice to the Covered Bond Guarantor's obligation to pay any other Guaranteed Amount (i.e. other than the Final Redemption Amount) when Due for Payment.

The Issuer will confirm to the Principal Paying Agent or the A\$ Registrar (in the case of A\$ Registered Covered Bonds) as soon as reasonably practicable (a) and in any event at least four Business Days prior to the Final Maturity Date of a Series of Covered Bonds whether (x) payment will be made in full of the Final Redemption Amount in respect of that Series of Covered Bonds on that Final Maturity

Date or on the Extension Determination Date in respect of that Series of Covered Bonds or (y) the obligation to pay the Final Redemption Amount of that Series of Covered Bonds on their Final Maturity Date will be deferred until the Extended Due for Payment Date; (b) following the Conversion of a Series of Earliest Maturing Covered Bonds, that the obligation to pay the Final Redemption Amount in respect of such Earliest Maturing Covered Bonds on their Final Maturity Date will be deferred until the Extended Due for Payment Date; or (c) following the Conversion Event Date, that the obligation to pay the Final Redemption Amount in respect of all Series of Covered Bonds on their Final Maturity Date will be deferred until the Extended Due for Payment Date. Any failure by the Issuer to notify the Principal Paying Agent or the A\$ Registrar (as the case may be) will not affect the validity or effectiveness of the extension.

The Trust Manager will notify the relevant Covered Bondholders (in accordance with Condition 13), the Rating Agencies, the Bond Trustee, the Security Trustee, the Principal Paying Agent and the relevant Registrar or the A\$ Registrar (in the case of Registered Covered Bonds or A\$ Registered Covered Bonds, as applicable) (i) prior to the occurrence of the Conversion Event Date but following the service of a Notice to Pay on the Covered Bond Guarantor as a result of the Issuer failing to pay the Final Redemption Amount on the Final Maturity Date specified in the Applicable Final Terms (or after expiry of the grace period set out in Condition 9(a)(i)), as soon as reasonably practicable, and in any event at least one Business Day prior to the earlier of (a) the date which falls two Business Days after service of a Notice to Pay on the Covered Bond Guarantor in the circumstances described above or, if later, the Final Maturity Date (or, in each case, after the expiry of the grace period set out in Condition 9(a)(i)) under the terms of the Covered Bond Guarantee and (b) the Extension Determination Date, of any determination by the Trust Manager in accordance with Condition 6(a)(i) of the inability of the Covered Bond Guarantor to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of a Series of Covered Bonds pursuant to the Covered Bond Guarantee; (ii) prior to the occurrence of a Conversion Event Date, as soon as reasonably practicable following a Conversion of Earliest Maturing Covered Bonds in accordance with Condition 6(a)(ii); and (iii) as soon as reasonably practicable, of the occurrence of the Conversion Event Date. Any failure by the Trust Manager to notify such parties will not affect the validity or effectiveness of any extension in such circumstances nor give rise to any rights in any such party.

Any discharge of the obligations of the Issuer as a result of the payment of Excess Proceeds to the Bond Trustee will be disregarded for the purposes of determining the amounts to be paid by the Covered Bond Guarantor under the Covered Bond Guarantee in connection with this Condition 6(a).

For the purposes of these Conditions:

Conversion means, in respect of a Series of Covered Bonds, the conversion of that Series of Covered Bonds to Pass-Through Covered Bonds.

Conversion Event Date means the date on which an Amortisation Test Breach Notice is served on the Covered Bond Guarantor and the Issuer, following the service of a Notice to Pay on the Covered Bond Guarantor.

Earliest Maturing Covered Bonds means at any time, each Series of Covered Bonds that has or have the earliest Final Maturity Date as specified in the Applicable Final Terms (or, in the case of Exempt Covered Bonds, the Applicable Pricing Supplement) (ignoring any acceleration of amounts due under the Covered Bonds prior to the occurrence of a Covered Bond Guarantor Event of Default).

Extended Due for Payment Date means, in relation to any Series of Covered Bonds, the earlier of (a) the date which falls 31.5 years after the Final Maturity Date in relation to that Series of Covered Bonds; (b) the date which falls 31.5 years after the Conversion of that Series of Covered Bonds; and (c) the date which falls 31.5 years after the Conversion Event Date.

Extension Determination Date means, in respect of a Series of Covered Bonds to which Condition 6(a)(i) applies, the date falling two Business Days after the expiry of seven days starting on (and including) the Final Maturity Date of such Series of Covered Bonds.

Guarantee Priority of Payments means the guarantee priority of payments relating to the allocation and distribution of the Available Income Amount and the Available Principal Amount following service of a Notice to Pay on the Covered Bond Guarantor, but prior to service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor in accordance with clause 16.2 of the Establishment Deed.

Pass-Through Covered Bonds means:

- (a) each Covered Bond of a Series in respect of which any amount has remained unpaid on the relevant Final Maturity Date;
- (b) at any time following the occurrence of an Issuer Event of Default (i) in accordance with Condition 9(a) (other than in accordance with Condition 9(a)(i) as a result of a failure to pay the Final Redemption Amount in respect of a Series of Covered Bonds) and service of a Notice to Pay on the Covered Bond Guarantor or (ii) in accordance with Condition 9(a)(i) as a result of a failure to pay the Final Redemption Amount in respect of a Series of Covered Bonds where such Series of Covered Bonds has been redeemed in full, the then Earliest Maturing Covered Bonds; and
- (c) immediately upon the Conversion Event Date, all Series of Covered Bonds.

Rating Agency means any one of Moody's Investors Service Pty Limited and Fitch Australia Pty Limited (together, the **Rating Agencies**) or their successors, to the extent they provide ratings in respect of the Covered Bonds.

(b) ***Redemption for taxation reasons***

The Covered Bonds may be redeemed at the option of the Issuer in whole, or in part, at any time (if this Covered Bond is not a Floating Rate Covered Bond) or on any Interest Payment Date (if this Covered Bond is a Floating Rate Covered Bond), on giving not less than 30 nor more than 60 days' notice to the Bond Trustee and, in accordance with Condition 13, the Covered Bondholders (which notice will be irrevocable), if the Issuer satisfies the Bond Trustee immediately before the giving of such notice that, on the occasion of the next Interest Payment Date, the Issuer is or will be required to pay additional amounts as provided or referred to in Condition 7. Covered Bonds redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in Condition 6(f) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(c) ***Redemption at the option of the Issuer (Issuer Call)***

If Issuer Call is specified in the Applicable Final Terms, the Issuer may, having (unless otherwise specified, in the Applicable Final Terms) given not less than 30 nor more than 60 days' notice to the Bond Trustee, (other than in the case of the redemption of Registered Covered Bonds) the Principal Paying Agent, (in the case of the redemption of Registered Covered Bonds or A\$ Registered Covered Bonds) the relevant Registrar or the A\$ Registrar (as applicable) and, in accordance with Condition 13, the Covered Bondholders (which notice will be irrevocable) redeem all or some only (as specified in the Applicable Final Terms) of the Covered Bonds then outstanding on any Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the Applicable Final Terms together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date(s). Upon expiry of such notice, the Issuer will be bound to redeem the Covered Bonds accordingly. In the event of a redemption of some only of the Covered Bonds, such redemption must be for an amount being

the Minimum Redemption Amount (as specified in the Applicable Final Terms) or a Maximum Redemption Amount (as specified in the Applicable Final Terms). In the case of a partial redemption of Covered Bonds, the Covered Bonds to be redeemed (the **Redeemed Covered Bonds**) will be selected:

- (i) in the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, individually by lot;
- (ii) in the case of Redeemed Covered Bonds represented by a Global Covered Bond, in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) (or any alternative or additional clearing system as may be specified in the Final Terms); and
- (iii) in the case of Redeemed Covered Bonds which are A\$ Registered Covered Bonds, on the basis that the Redeemed Covered Bonds must be a multiple of their Specified Denominations,

in each case, not more than 60 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, a list of the serial numbers of such Redeemed Covered Bonds will be notified in accordance with Condition 13 not less than 30 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Covered Bonds represented by Definitive Covered Bonds will bear the same proportion to the aggregate nominal amount of all Redeemed Covered Bonds as the aggregate nominal amount of Definitive Covered Bonds outstanding bears to the aggregate nominal amount of the Covered Bonds outstanding, in each case on the Selection Dates, provided that such first mentioned nominal amount will, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Covered Bonds represented by a Global Covered Bond will be equal to the balance of the Redeemed Covered Bonds. No exchange of the relevant Global Covered Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 6(c) and notice to that effect will be given by the Issuer to the Covered Bondholders in accordance with Condition 13 at least 30 days prior to the Selection Date.

(d) *Redemption at the option of the Covered Bondholders (Investor Put)*

If Investor Put is specified in the Applicable Final Terms, upon the holder of any Covered Bond giving the Issuer not less than 30 nor more than 60 days' written notice as specified in the Applicable Final Terms the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the Applicable Final Terms, such Covered Bond on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date

To exercise the right to require redemption of a Covered Bond the holder thereof must, if the Covered Bond is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 6(d) accompanied by this Covered Bond. If this Covered Bond is represented by a Global Covered Bond held through Euroclear or Clearstream, Luxembourg to exercise the right to require redemption of this Covered Bond the holder of this Covered Bond must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg,

or any common depository, for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if this Covered Bond is represented by a Global Covered Bond, at the same time present or procure the presentation of the relevant Global Covered Bond to the Principal Paying Agent for notation accordingly. If this Covered Bond is an A\$ Registered Covered Bond lodged in the Austraclear System, to exercise the right to require redemption of this Covered Bond the holder of the beneficial interest in this Covered Bond must, within the notice period, give notice to the A\$ Registrar of such exercise in accordance with the Austraclear Regulations. If this Covered Bond is an A\$ Registered Covered Bond held outside of the Austraclear System, to exercise a right to require redemption of this Covered Bondholder must, within the notice period, give notice to the Issuer and the A\$ Registrar of such exercise in a form acceptable to the A\$ Registrar together with any evidence the A\$ Registrar may require to establish title of the Covered Bondholder to the relevant Covered Bond.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg or the Austraclear System, given by a holder of any Covered Bond pursuant to this Condition 6(d) will be irrevocable except where, prior to the due date of redemption, an Issuer Event of Default or a Covered Bond Guarantor Event of Default has occurred and is continuing and the Bond Trustee has declared the Covered Bonds to be due and payable pursuant to Condition 9, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 6(d) and instead request or direct the Bond Trustee to declare such Covered Bond forthwith due and payable pursuant to Condition 9.

(e) ***Redemption due to illegality***

The Covered Bonds of all Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice as specified in the Applicable Final Terms to the Bond Trustee, the Principal Paying Agents, the Registrars and, in accordance with Condition 13, all the Covered Bondholders (which notice will be irrevocable), if the Issuer satisfies the Bond Trustee immediately before the giving of such notice that it has, or will before the next Interest Payment Date of any Covered Bond of any Series, become unlawful for the Intercompany Note Subscriber and/or the Demand Note Subscriber to subscribe for or continue to fund any Intercompany Note and/or the Demand Note held by the Intercompany Note Subscriber or the Demand Note Subscriber, as the case may be, issued by the Covered Bond Guarantor pursuant to the Intercompany Note Subscription Agreement or the Demand Note Subscription Agreement, as the case may be, as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

Covered Bonds redeemed pursuant to this Condition 6(e) will be redeemed at their Early Redemption Amount referred to in Condition 6(f) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(f) ***Early Redemption Amount***

For the purpose of Conditions 6(b) and 6(e) above and Condition 9, each Covered Bond will be redeemed at its Early Redemption Amount calculated as follows:

- (i) in the case of a Covered Bond with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of a Covered Bond with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Covered Bond is denominated, at the amount specified in, the Applicable Final

Terms or, if no such amount is so specified in the Applicable Final Terms, at its nominal amount.

(g) Purchases

The Issuer or any of its subsidiaries or the Covered Bond Guarantor (acting at the direction of the Trust Manager) may at any time purchase or otherwise acquire Covered Bonds (provided that, in the case of Bearer Definitive Covered Bonds, Coupons and Talons appertaining thereto are attached thereto or surrendered therewith) at any price and in any manner. If purchases are made by tender, tenders must be available to all the Covered Bondholders alike. Such Covered Bonds may be held, reissued, resold or, in respect of Covered Bonds other than A\$ Registered Covered Bonds, at the option of the Issuer or the relevant subsidiary, surrendered to the relevant Registrar and/or the relevant Paying Agent, for cancellation (except that any Covered Bonds (other than A\$ Registered Covered Bonds) purchased or otherwise acquired by the Covered Bond Guarantor must immediately be surrendered to the relevant Registrar and/or to any Paying Agent for cancellation).

(h) Cancellation

All Covered Bonds (other than A\$ Registered Covered Bonds) which are redeemed in full will forthwith be cancelled (together with, in the case of Bearer Definitive Covered Bonds, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Covered Bonds so cancelled and any Covered Bonds purchased and surrendered for cancellation pursuant to Condition 6(g) above and cancelled (together with, in the case of Bearer Definitive Covered Bonds, Coupons and Talons cancelled therewith) will be forwarded to the Principal Paying Agent and cannot be held, reissued or resold.

(i) Certification on redemption under Condition 6(b) and 6(e)

Prior to the publication of any notice of redemption pursuant to Condition 6(b) or 6(e), the Issuer will deliver to the Bond Trustee a certificate signed by two Authorised Signatories (as defined in the Definitions Schedule) of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Bond Trustee will be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it will be conclusive and binding on all holders of the Covered Bonds and Couponholders.

7. Taxation

All payments of principal and interest (if any) in respect of the Covered Bonds and Coupons by or on behalf of the Issuer and all payments of Guaranteed Amounts by or on behalf of the Covered Bond Guarantor, as the case may be, must be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Australia or any political sub-division thereof or by any authority therein or thereof having power to tax unless such withholding or deduction is required by law or regulation or administrative practice.

If the Applicable Final Terms indicate that tax-gross up by the Issuer in accordance with this Condition 7 is applicable, in the event of such a withholding or deduction being made by the Issuer in respect of a payment made by it, the Issuer will pay such additional amounts as will be necessary in order that the net amounts received by the Covered Bondholders or Couponholders after such withholding or deduction will equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Covered Bonds or Coupons, as the case may be, in the absence of such withholding or deduction; except that the foregoing obligation to pay additional amounts will not apply to any such tax, assessment, governmental charge or duty:

- (a) which is payable otherwise than by deduction or withholding from payments of principal and interest on such Covered Bond or Coupon;
- (b) which is payable by reason of the Covered Bondholder or Couponholder or beneficial owner (or any one of them in case of principal or interest derived by two or more persons jointly) having, or having had, some personal or business connection with Australia (other than mere ownership of or receipt of payment under the Covered Bonds or Coupon or the fact that payments are, or for the purposes of taxation are deemed to be, from sources in, or secured in Australia);
- (c) which is payable solely by reason of the Covered Bondholder's or Couponholder's or beneficial owner's failure to comply with any certification, identification or other reporting requirement concerning nationality, residence, identity, connection with taxing jurisdiction of the Covered Bondholder or Couponholder or other beneficial owner of such Covered Bond;
- (d) which is payable by reason of a change in law that becomes effective more than thirty days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 5(g));
- (e) which is an estate, inheritance, gift, sales, transfer, personal property, stamp duty or similar tax, assessment or other charge;
- (f) which is payable by reason of the Covered Bondholder or Couponholder or beneficial owner of such Covered Bond or Coupon being an associate of the Issuer or the Covered Bond Guarantor for the purposes of section 128F of the Tax Act;
- (g) which is imposed or withheld as a consequence of a determination having been made under Part IVA of the Tax Act (or any modification or equivalent thereof) by the Commissioner of Taxation of the Commonwealth of Australia that withholding tax is payable in respect of a payment in circumstances where the payment would not have been subject to withholding tax in the absence of the scheme which was the subject of that determination;
- (h) with respect to any payment of principal of or interest (including original issue discount) on the Covered Bonds and Coupons by the Issuer to any Covered Bondholder or Couponholder who is a fiduciary or partnership or other than the sole beneficial owner of any such payment to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or any other beneficial owner would not have been entitled to the additional amounts had such beneficiary, settlor, member or beneficial owner been the holder of such Covered Bonds and Coupons; or
- (i) any combination of (a) through (h) above.

Notwithstanding any other provision of these Conditions, in no event will the Issuer or Covered Bond Guarantor be required to pay any additional amounts in respect of the Covered Bonds for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

If the Applicable Final Terms indicate that tax gross-up by the Issuer in accordance with this Condition 7 is not applicable or do not indicate that Condition 7 is applicable, if any payments of principal and interest (if any) in respect of the Covered Bonds and Coupons by or on behalf of the Issuer are or become subject to any withholding or deduction, on account of any taxes, duties or other charges of

whatever nature, imposed or levied by or on behalf of Australia or by any other authority having power to tax, the Issuer will not be obliged to pay any additional amount as a consequence.

If any payments made by the Covered Bond Guarantor under the Covered Bond Guarantee are or become subject to any withholding or deduction, on account of any taxes, duties or other charges of whatever nature, imposed or levied by or on behalf of Australia or by any other authority having power to tax, the Covered Bond Guarantor will not be obliged to pay any additional amount as a consequence.

As used herein the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Bond Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Covered Bondholders in accordance with Condition 13.

8. Prescription

The Covered Bonds (other than A\$ Registered Covered Bonds), whether in bearer or registered form and Coupons will become void unless presented for payment within ten years (in the case of principal) and five years (in the case of interest) in each case from the Relevant Date (as defined in Condition 7) therefor, subject in each case to the provisions of Condition 5.

There will not be included in any Coupon sheet issued on exchange of a Talon, any Coupon the claim for payment in respect of which would be void pursuant to this Condition 8 or Condition 5 or any Talon which would be void pursuant to Condition 5.

9. Events of Default and Enforcement

(a) *Issuer Events of Default*

The Bond Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds (which for this purpose or the purpose of any Extraordinary Resolution (as defined in Condition 14) referred to in this Condition 9(a) means the Covered Bonds of this Series together with the Covered Bonds of any other Series constituted by the Bond Trust Deed) then outstanding, as if they were a single Series (with the Principal Amount Outstanding of Covered Bonds not denominated in Australian Dollars converted into Australian Dollars at the relevant Covered Bond Swap Rate) or if so directed by an Extraordinary Resolution of the Covered Bondholders will, (but in the case of the happening of any of the events mentioned in subparagraph (ii), (iii), (iv), (v), (vii) or (viii) inclusive below, only if the Bond Trustee will have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Covered Bondholders of any Series) (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (an **Issuer Acceleration Notice**) in writing to the Issuer (copied to the Covered Bond Guarantor) that as against the Issuer (but not, for the avoidance of doubt, as against the Covered Bond Guarantor under the Covered Bond Guarantee) each Covered Bond of each Series is, and each such Covered Bond will, unless such event will have been cured by the Issuer prior to the Issuer's receipt of the notice in writing from the Bond Trustee, thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Bond Trust Deed if any of the following events (each an **Issuer Event of Default**) will occur and be continuing:

- (i) default by the Issuer in any payment when due of principal or interest on the Covered Bonds and the default continues for a period of seven days; or
- (ii) the Issuer is in default in the performance, or is otherwise in breach, of any covenant or undertaking or other agreement of the Issuer in respect of the Covered Bonds (other than any

obligation for the payment of any amount due in respect of any of the Covered Bonds) and such default or breach continues for a period of 30 days after notice thereof has been given to the Issuer by the Bond Trustee requiring such default or breach to be remedied; or

- (iii) it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Covered Bonds or any Programme Document; or
- (iv) a distress, attachment, execution or other legal process is levied, enforced or sued out against or on the Issuer or against all or a material part of the assets of the Issuer and is not stayed, satisfied or discharged within 21 days; or
- (v) the Issuer (A) becomes insolvent, is unable to pay its debts as they fall due or fails to comply with a statutory demand (which is still in effect) under section 459F of the Corporations Act, or (B) stops or suspends or threatens to stop or suspend payment of all or a material part of its debts or appoints an administrator under section 436A of the Corporations Act, or (C) begins negotiations or takes any proceeding or other step with a view to re-adjustment, rescheduling or deferral of all its indebtedness (or any part of its indebtedness which it will or might otherwise be unable to pay when due) or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors, or a moratorium is agreed or declared in respect of or affecting indebtedness of the Issuer, except in any case referred to in (C) above for the purposes of a solvent reconstruction or amalgamation the terms of which have previously been approved by an Extraordinary Resolution of the Covered Bondholders; or
- (vi) an order is made or an effective resolution is passed for the winding-up of the Issuer (except in any such case for the purposes of a solvent reconstruction or amalgamation the terms of which have previously been approved by an Extraordinary Resolution of the Covered Bondholders) or an administrator is appointed to the Issuer by a provisional liquidator of the Issuer under section 436B of the Corporations Act; or
- (vii) any present or future Security Interest on or over the assets of the Issuer becomes enforceable and any step (including the taking of possession or the appointment of a receiver, manager or similar officer which is not vacated or discharged within 14 days) is taken to enforce that Security Interest by reason of a default or event of default (howsoever described) having occurred; or
- (viii) any event occurs which, under the laws of any relevant jurisdiction, has an analogous or equivalent effect to any of the events mentioned in this Condition 9(a); or
- (ix) an Asset Coverage Test Breach Notice has been served and has not been revoked (in accordance with the terms of the Programme Documents) on the next following Determination Date after service of such Asset Coverage Test Breach Notice on the Covered Bond Guarantor.

Notwithstanding any other provision of this Condition 9(a), no Issuer Event of Default in respect of the Covered Bonds shall occur solely on account of any failure by the Issuer to perform or observe any of its obligations in relation to, or the agreement or declaration of any moratorium with respect to, or the taking of any proceeding in respect of, any share, note or other security or instrument constituting Tier 1 Capital or Tier 2 Capital (as defined by APRA from time to time).

Upon the Covered Bonds becoming immediately due and repayable against the Issuer pursuant to this Condition 9(a), the Bond Trustee will forthwith serve a notice to pay (the **Notice to Pay**) on the Covered Bond Guarantor (copied to the Trust Manager) pursuant to the Covered Bond Guarantee and the Covered Bond Guarantor will be required to make payments of Guaranteed Amounts when the same will become Due for Payment in accordance with the terms of the Covered Bond Guarantee.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Bond Trustee may or must take such proceedings or other action or step against the Issuer in accordance with Condition 9(c).

The Bond Trust Deed provides that all moneys received by the Bond Trustee following the occurrence of an Issuer Event of Default and the delivery of an Issuer Acceleration Notice and Notice to Pay, from the Issuer or any receiver, manager, liquidator, administrator, controller, statutory manager or other similar official appointed in relation to the Issuer following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice and a Notice to Pay (the **Excess Proceeds**), must be paid by the Bond Trustee on behalf of the Covered Bondholders of the relevant Series to the Covered Bond Guarantor, as soon as practicable, and must be held by the Covered Bond Guarantor in the GIC Account and the Excess Proceeds must thereafter form part of the Charged Property and must be used by the Covered Bond Guarantor in the same manner as all other moneys from time to time standing to the credit of the GIC Account pursuant to the Security Deed and the Establishment Deed. Any Excess Proceeds received by the Bond Trustee will discharge *pro tanto* the obligations of the Issuer in respect of the Covered Bonds and Coupons (as applicable and to the extent of the amount so received and subject to restitution of the same if such Excess Proceeds will be required to be repaid by the Covered Bond Guarantor) (but will be deemed not to have done so for the purposes of subrogation rights of the Covered Bond Guarantor contemplated by the Bond Trust Deed). However, the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee are (following service of an Issuer Acceleration Notice and a Notice to Pay or if earlier, Service of a Covered Bond Guarantee Acceleration Notice) unconditional and irrevocable and the receipt by or on behalf of the Bond Trustee of any Excess Proceeds will not reduce or discharge any of such obligations.

By subscribing for Covered Bond(s), each Covered Bondholder will be deemed to have irrevocably directed the Bond Trustee to pay the Excess Proceeds to the Covered Bond Guarantor for application in the manner as described above.

(b) *Covered Bond Guarantor Events of Default*

The Bond Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds (which for this purpose and the purpose of any Extraordinary Resolution referred to in this Condition 9(b) means the Covered Bonds of this Series together with the Covered Bonds of any other Series constituted by the Bond Trust Deed) then outstanding as if they were a single Series (with the Principal Amount Outstanding of Covered Bonds not denominated in Australian Dollars converted into Australian Dollars at the relevant Covered Bond Swap Rate) or if so directed by an Extraordinary Resolution of all the Covered Bondholders will, (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), but in the case of the happening of any of the events described in paragraph (ii) below, only if the Bond Trustee will have certified in writing to the Issuer and the Covered Bond Guarantor that such event is, in its opinion, materially prejudicial to the interests of the Covered Bondholders of any Series, give notice (the **Covered Bond Guarantee Acceleration Notice**) in writing to the Issuer and to the Covered Bond Guarantor (copied to the Trust Manager), that (x) each Covered Bond of each Series is, and each Covered Bond of each Series will as against the Issuer (if not already due and repayable against it following the service of an Issuer Acceleration Notice in accordance with Condition 9(a)), thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest and (y) all amounts payable by the Covered Bond Guarantor under the Covered Bond Guarantee will thereupon immediately become due and payable at the Guaranteed Amount corresponding to the Early Redemption Amount for each Covered Bond of each Series together with accrued interest, in each case as provided in the Bond Trust Deed and thereafter the Security will become enforceable if any of the following events (each a **Covered Bond Guarantor Event of Default**) will occur and be continuing:

- (i) default is made by the Covered Bond Guarantor for a period of seven days or more in the payment of any Guaranteed Amounts when Due for Payment in respect of the Covered Bonds of any Series except in the case of the payments of a Guaranteed Amount when Due for Payment under Condition 6(a) where the Covered Bond Guarantor will be required to make payments of Guaranteed Amounts which are Due for Payment on the dates specified therein; or
- (ii) default is made by the Covered Bond Guarantor in the performance or observance of any other obligation, condition or provision binding on it (other than any obligation for the payment of Guaranteed Amounts in respect of the Covered Bonds of any Series) under the Bond Trust Deed, the Security Deed or any other Programme Document to which the Covered Bond Guarantor is a party (other than the Programme Agreement or any Subscription Agreement) and, except where such default is or the effects of such default are, in the opinion of the Bond Trustee, not capable of remedy when no such continuation and notice as is hereinafter mentioned will be required, such default continues for 14 days (or such longer period as the Bond Trustee may permit) after written notice thereof has been given by the Bond Trustee to the Covered Bond Guarantor requiring the same to be remedied; or
- (iii) an Insolvency Event occurs in respect of the Covered Bond Guarantor in its personal capacity (but not in its capacity as trustee of any trust) and the Covered Bond Guarantor is not replaced as trustee of the Trust by the Trust Manager in accordance with the Establishment Deed within 60 days of the Insolvency Event occurring; or
- (iv) the Covered Bond Guarantee is not, or is claimed by the Covered Bond Guarantor not to be, in full force and effect.

Following the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor each of the Bond Trustee and the Security Trustee may or must take such proceedings or steps in accordance with the first and third paragraphs, respectively, of Condition 9(c) and the Covered Bondholders will have a claim against the Covered Bond Guarantor, under the Covered Bond Guarantee, for an amount equal to the Early Redemption Amount for each Covered Bond of each Series together with accrued interest and any other amount due under the Covered Bonds (other than additional amounts payable under Condition 7) as provided in the Bond Trust Deed in respect of each Covered Bond.

(c) *Enforcement*

The Bond Trustee may at any time, at its discretion and without further notice, following service of an Issuer Acceleration Notice (in the case of the Issuer) or, if earlier, following service of a Covered Bond Guarantee Acceleration Notice (in the case of the Covered Bond Guarantor) take such proceedings or other action or step as it may think fit against or in relation to the Issuer and/or the Covered Bond Guarantor, as the case may be, and/or any other person as it may think fit to enforce the provisions of the Bond Trust Deed, the Covered Bonds and the Coupons or any other Programme Document, but it will not be bound to take any such enforcement proceedings or other action or step in relation to the Bond Trust Deed, the Covered Bonds or the Coupons or any other Programme Document unless (i) it has been so directed by an Extraordinary Resolution of the Covered Bondholders of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and converted into Australian Dollars at the relevant Covered Bond Swap Rate as stated above) or so requested in writing by the holders of not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and converted into Australian Dollars at the relevant Covered Bond Swap Rate as stated above) and (ii) it has been indemnified and/or secured and/or prefunded to its satisfaction.

In exercising any of its powers, trusts, authorities and discretions the Bond Trustee will only have regard to the interests of the Covered Bondholders of all Series equally and will not have regard to the interests of any other Secured Creditors.

The Bond Trustee may at any time, following service of a Covered Bond Guarantee Acceleration Notice at its discretion and without further notice, direct or instruct the Security Trustee to take such steps or proceedings against the Covered Bond Guarantor and/or any other person as it may think fit to enforce the provisions of the Security Deed or any other Programme Document and may, at any time after the Security has become enforceable, direct and instruct the Security Trustee to take such steps as it may think fit to enforce the Security.

In the event that the Bond Trustee is:

- (i) requested by the Security Trustee; or
- (ii) required by the holders of the Covered Bonds,

to provide the Security Trustee with instructions, the Bond Trustee will do so (save where expressly provided otherwise):

- (A) in the case of paragraph (i) above only, in its absolute discretion subject to and in accordance with the Bond Trust Deed; or
- (B) in the case of both paragraph (i) or (ii) above, if so requested in writing by the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Covered Bonds then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if the nominal amount of the Covered Bonds is not denominated in Australian Dollars, converted into Australian Dollars at the relevant Covered Bond Swap Rate) or directed by an Extraordinary Resolution of the holders of the Covered Bonds then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if the nominal amount of the Covered Bonds is not denominated in Australian Dollars, converted into Australian Dollars at the relevant Covered Bond Swap Rate),

subject in each case to the Bond Trustee being indemnified and/or secured and/or prefunded to its satisfaction prior to giving any instructions to the Security Trustee. The Bond Trustee will be entitled to request the Covered Bondholders (voting as aforesaid) to direct it in relation to any matter in relation to which the Security Trustee has requested instructions. The Bond Trustee has no obligation to monitor the performance of the Security Trustee and has no liability to any person for the performance or non-performance of the Security Trustee. In no circumstance will the Bond Trustee be required to indemnify, secure or prefund the Security Trustee.

In exercising any of its powers, trusts, authorities and discretions under this paragraph each of the Bond Trustee and the Security Trustee will only have regard to the interests of the Covered Bondholders of all Series equally and will not have regard to the interests of any other Secured Creditors.

No Covered Bondholder or Couponholder will be entitled to proceed directly against the Issuer or the Covered Bond Guarantor or to take any action with respect to the Bond Trust Deed, the Covered Bonds, the Coupons, the Security or to directly enforce the provisions of any other Programme Document, unless the Bond Trustee or the Security Trustee, as applicable, having become bound so to proceed, fails so to do within a reasonable time and such failure is continuing in which event any Covered Bondholder or Couponholder may, on giving an indemnity and/or prefunding and/or security satisfactory to the Bond Trustee, in the name of the Bond Trustee (but not otherwise) himself institute such proceedings and/or prove in the winding-up, administration or liquidation of the Issuer or the

Covered Bond Guarantor to the same extent and in the same jurisdiction (but not further or otherwise than the Bond Trustee would have been entitled to do so in respect of the Covered Bonds and Coupons and/or the Bond Trust Deed).

10. Replacement of Covered Bonds, Coupons and Talons

Should any Covered Bond (other than any A\$ Registered Covered Bond), Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent in London (in the case of Bearer Covered Bonds or Coupons) or the specified office of the relevant Registrar or Transfer Agent (in the case of Registered Covered Bonds), or any other place approved by the Bond Trustee of which notice has been given in accordance with Condition 13 upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Covered Bonds (other than A\$ Registered Covered Bonds), Coupons or Talons must be surrendered before replacements will be issued.

11. Principal Paying Agent, Paying Agents, Registrar, A\$ Registrar and Transfer Agent

The names of the initial Principal Paying Agent, the other initial Paying Agents, the initial Registrar, the A\$ Registrar, the initial Transfer Agent and their initial specified offices are set out below.

In the event of the appointed office of any such bank being unable or unwilling to continue to act as the Principal Paying Agent, or failing duly to determine the Rate of Interest, if applicable, or to calculate the Interest Amounts for any Interest Period, the Issuer will appoint the London office of such other bank as may be approved by the Bond Trustee to act as such in its place. The Principal Paying Agent may not resign its duties or be removed from office without a successor having been appointed as stated above.

In the event of the appointed A\$ Registrar being unable or unwilling to continue to act as the A\$ Registrar, or failing duly to comply with the A\$ Registry Agreement, the Issuer will appoint such other registrar and/or paying agent as may be approved by the Bond Trustee to act as such in its place. The A\$ Registrar may not resign its duties or be removed from office without a successor having been appointed as stated above.

The Issuer is entitled, with the prior written approval of the Bond Trustee (not to be unreasonably withheld), to vary or terminate the appointment of any Paying Agent, Registrar or A\$ Registrar and/or appoint additional or other Paying Agents, Registrars or A\$ Registrars and/or approve any change in the specified office through which any Paying Agent, Registrar or A\$ Registrar acts, provided that:

- (a) there will at all times be a Principal Paying Agent, a Registrar and, so long as any A\$ Registered Covered Bonds are outstanding, an A\$ Registrar; and
- (b) so long as any of the Covered Bonds are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Covered Bonds) and a Transfer Agent (in the case of Registered Covered Bonds) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or as the case may be, other relevant authority.

In addition, the Issuer will, when necessary appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5(f). Notice of any such variation, termination, appointment or change will be given by the Issuer to the Covered Bondholders as soon as reasonably practicable in accordance with Condition 13.

In acting under the Agency Agreements, the Agents act solely as agents of the Issuer and the Covered Bond Guarantor (to the extent applicable) and do not assume any obligation to, or relationship of agency or trust with, any Covered Bondholders or Couponholders. Each Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

12. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Bearer Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 8.

13. Notices

All notices regarding the Bearer Covered Bonds will be valid if published in a leading English language daily newspaper of general circulation in London. It is expected that any such newspaper publication will be made in the *Financial Times* in London. The Issuer will also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Covered Bonds are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers or where published in such newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Bond Trustee approves.

All notices regarding the Registered Covered Bonds will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Covered Bonds are admitted to trading on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any Definitive Covered Bonds are issued, there may, so long as the Covered Bonds are represented in their entirety by any Global Covered Bonds held on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the Covered Bondholders and, in addition, for so long as any Covered Bonds are listed on a stock exchange or admitted to trading by any other relevant authority and the rules of that stock exchange, or as the case may be, other relevant authority so require, such notice or notices will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice will be deemed to have been given to the Covered Bondholders on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

All notices regarding the A\$ Registered Covered Bonds will be deemed to be validly given if sent by pre-paid post or (if posted to an address overseas) by airmail to, or left at the address of, the holders (or the first named of joint holders) at their respective addresses recorded in the A\$ Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any A\$ Registered Covered Bonds are admitted to trading on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. For so long as the A\$

Registered Covered Bonds are lodged in the Austraclear System there may be substituted for such, publication in the *Australian Financial Review* or *The Australian* or mailing the delivery of the relevant notice to Austraclear for communication by it to the holders of beneficial interests in the A\$ Registered Covered Bonds and, in addition, for so long as any A\$ Registered Covered Bonds are listed on a stock exchange or admitted to trading by any other relevant authority and the rules of that stock exchange, or as the case may be, other relevant authority so require, such notice or notices will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice will be deemed to have been given to the holders of beneficial interests in the A\$ Registered Covered Bonds on the day on which the said notice was given to Austraclear.

Notices to be given by any Covered Bondholder (other than in relation to A\$ Registered Covered Bonds) to the Issuer will be in writing and given by lodging the same, together (in the case of any Covered Bond in definitive form) with the relative Covered Bond or Covered Bonds, with the Principal Paying Agent (in the case of the Bearer Covered Bonds), or the Registrar (in the case of Registered Covered Bonds). Whilst any of the Covered Bonds are represented by a Global Covered Bond, such notice may be given by any holder of a Covered Bond to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose. Notices to be given by any Covered Bondholder in respect of A\$ Registered Covered Bonds to the Issuer will be in writing and must be (i) sent by pre-paid post or (if posted to an address overseas) by airmail to; or (ii) left at the address of, the Issuer and will be deemed to have been given on the fourth day after mailing or on the day of delivery, respectively.

14. Meetings of Covered Bondholders, Modification, Waiver and Substitution

Covered Bondholders, Couponholders and other Secured Creditors should note that the Issuer, the Covered Bond Guarantor and (other than in relation to A\$ Registered Covered Bonds) the Principal Paying Agent may without their consent or the consent of the Bond Trustee or the Security Trustee agree to modify any provision of any Final Terms which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with any mandatory provisions of law.

The Bond Trust Deed contains provisions for convening meetings of the Covered Bondholders of any Series to consider any matter affecting their interests, including the modification of these Conditions or the provisions of the Bond Trust Deed. The quorum at any such meeting in respect of the Covered Bonds of any Series for passing an Extraordinary Resolution (other than in respect of a Series Reserved Matter) is one or more persons holding or representing not less than a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding, or at any adjourned meeting one or more persons being or representing the Covered Bondholders of such Series whatever the Principal Amount Outstanding of the Covered Bonds of such Series so held or represented, except that at any meeting the business of which includes any Series Reserved Matter, the quorum for any such meeting will be one or more persons holding or representing not less than two-thirds of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding or at any adjourned meeting, the business of which includes any Series Reserved Matter, the quorum will be one or more persons holding or representing not less than one third of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding. The expression Extraordinary Resolution when used in these Conditions means: (a) a resolution passed at a meeting of the Covered Bondholders duly convened and held in accordance with the Bond Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three fourths of the votes cast on such poll; or (b) a resolution in writing signed by or on behalf of Covered Bondholders holding not less than three-fourths in Principal Amount Outstanding of the Covered Bonds then outstanding, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Covered Bondholders; or (c) a resolution passed by way of electronic consents given by holders through the

relevant clearing system(s) (in a form satisfactory to the Bond Trustee) by or on behalf of the Covered Bondholders of not less than three-fourths in Principal Amount Outstanding for the time being outstanding of the Covered Bonds (of the relevant Series or all Series, as applicable). An Extraordinary Resolution passed at any meeting of the Covered Bondholders of a Series will, subject as provided below, be binding on all the Covered Bondholders of such Series, whether or not they are present at the meeting, and on all Couponholders in respect of such Series of Covered Bonds. Pursuant to the Bond Trust Deed, the Bond Trustee may convene a single meeting of the holders of Covered Bonds of more than one Series if in the opinion of the Bond Trustee there is no conflict between the respective interests of such Covered Bondholders, in which event the provisions of this paragraph will apply thereto *mutatis mutandis*.

Notwithstanding the provisions of the immediately preceding paragraph, any Extraordinary Resolution to direct the Bond Trustee to accelerate the Covered Bonds pursuant to Condition 9 or to give a Covered Bond Guarantee Acceleration Notice pursuant to Condition 9 or to direct the Bond Trustee or the Security Trustee or to direct the Bond Trustee to direct the Security Trustee to take any enforcement action or to direct the Bond Trustee to determine that any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default will not be treated as such for the purposes of the Bond Trust Deed (each a **Programme Resolution**) and will only be capable of being passed at a single meeting of the Covered Bondholders of all Series then outstanding. Any such meeting to consider a Programme Resolution may be convened by the Issuer, the Covered Bond Guarantor or the Bond Trustee or by the Covered Bondholders of any Series. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing at least a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding or at any adjourned such meeting one or more persons holding or representing Covered Bonds whatever the Principal Amount Outstanding of the Covered Bonds of any Series so held or represented. A Programme Resolution passed at any meeting of the Covered Bondholders of all Series will be binding on all the Covered Bondholders of all Series, whether or not they are present at the meeting, and on all related Couponholders.

In connection with any meeting of the holders of Covered Bonds of more than one Series where such Covered Bonds are not denominated in Australian Dollars, the Principal Amount Outstanding of the Covered Bonds of any Series not denominated in Australian Dollars must be converted into Australian Dollars at the relevant Covered Bond Swap Rate.

The Bond Trustee may (and in the case of any modification contemplated by clause 21.1(c) of the Bond Trust Deed, the Bond Trustee must), without the consent or sanction of any of the Covered Bondholders of any Series, the related Couponholders and without the consent or sanction of the other Secured Creditors (other than any Secured Creditor who is party to the relevant document), at any time and from time to time, concur with the Issuer, the Covered Bond Guarantor (acting on the directions of the Trust Manager) or any other party and/or direct the Security Trustee to concur with the Issuer, the Covered Bond Guarantor (acting at the direction of the Trust Manager) or any other party in making:

- (a) any modification (other than in relation to a Series Reserved Matter) to the Covered Bonds of one or more Series, the related Coupons or any Programme Document which in the opinion of the Bond Trustee is not materially prejudicial to the interests of the Covered Bondholders of any Series;
- (b) any modification to the Covered Bonds of one or more Series, the related Coupons or any Programme Document which is in the opinion of the Bond Trustee of a formal, minor or technical nature, or in the opinion of the Bond Trustee is made to correct a manifest error or to comply with mandatory provisions of law (and for this purpose the Bond Trustee may disregard whether any such modification relates to a Series Reserved Matter); or

(c) any modification contemplated by clause 21.4 of the Bond Trust Deed.

In forming an opinion as to whether a modification is of a formal, minor or technical nature or is being made to correct a manifest error or to comply with mandatory provisions of law or is contemplated by clause 21.4 of the Bond Trust Deed, the Bond Trustee may have regard to any evidence it considers reasonable to rely on including (without any obligation to rely on any of the following) (i) a certificate from the Issuer (a) stating the intention of the parties to the relevant Programme Documents; (b) stating that such modification is required to reflect such intention; and (c) confirming that nothing has been said to, or by, initial or subsequent investors or other parties which is any way inconsistent with the stated intention; and (ii) a Rating Affirmation Notice.

Notwithstanding the above the Bond Trustee will not be obliged to agree to any amendment, which, in the sole opinion of the Bond Trustee, would have the effect of (i) exposing the Bond Trustee, to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the protections, of the Bond Trustee, in the Bond Trust Deed, the other Programme Documents and/or the Conditions.

The Bond Trustee may without the consent or sanction of any of the Covered Bondholders of any Series, the related Couponholders and without the consent of any other Secured Creditor and without prejudice to its rights in respect of any subsequent breach, Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default from time to time and at any time but only if in so far as in its opinion the interests of the Covered Bondholders of any Series will not be materially prejudiced thereby, waive or authorise, or direct the Security Trustee to waive or authorise, any breach or proposed breach by the Issuer or the Covered Bond Guarantor or any other person of any of the covenants or provisions contained in the Bond Trust Deed, the other Programme Documents or the Conditions or determine that any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default will not be treated as such for the purposes of the Bond Trust Deed, PROVIDED ALWAYS THAT the Bond Trustee must not exercise any powers conferred on it in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 9(a) or 9(b) but so that no such direction or request will affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Bond Trustee may determine, will be binding on the Covered Bondholders, the related Couponholders and, if, but only if, the Bond Trustee requires, must be notified by the Issuer or the Covered Bond Guarantor (acting at the direction of the Trust Manager) (as the case may be) to the Covered Bondholders in accordance with Condition 13 as soon as practicable thereafter.

Subject to as provided below, the Bond Trustee will be bound to waive or authorise, or direct the Security Trustee to waive or authorise, any breach or proposed breach by the Issuer or the Covered Bond Guarantor or any other person of any of the covenants or provisions contained in the Bond Trust Deed, the other Programme Documents or the Conditions or determine that any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default will not be treated as such for the purposes of the Bond Trust Deed if it is: (i) in the case of such waiver or authorisation, (a) so directed by an Extraordinary Resolution of the Covered Bondholders of the relevant one or more Series (with the Covered Bonds of all such Series taken together as a single Series in the circumstances provided in the Bond Trust Deed and, if applicable, converted into Australian Dollars at the relevant Covered Bond Swap Rate); or (b) requested to do so in writing by the holders of not less than 25 per cent. of the Principal Amount Outstanding of the Covered Bonds of the relevant one or more Series (with the Covered Bonds of all such Series taken together as a single Series in the circumstances provided in the Bond Trust Deed and, if applicable, converted into Australian Dollars at the relevant Covered Bond Swap Rate); or (ii), in the case of any such determination, (a) so directed by an Extraordinary Resolution of the Covered Bondholders of all Series then outstanding with the Covered Bonds of all Series taken together as a

single Series and, if applicable, converted into Australian Dollars at the relevant Covered Bond Swap Rate) or (b) requested to do so in writing by the holders of not less than 25 per cent. of the Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if applicable, converted into Australian Dollars as stated above), and at all times then only if it is indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

The Security Trustee may, without the consent of the Covered Bondholders and/or Couponholders of any Series and without the consent of the other Secured Creditors (other than any Secured Creditor who is party to the relevant document) and without prejudice to their rights in respect of any subsequent breach, Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default from time to time and at any time, but only if (for so long as any Covered Bonds are outstanding) it is instructed by the Bond Trustee in accordance with the Bond Trust Deed or (if no Covered Bonds are outstanding) it is instructed by the Majority Secured Creditors, authorise or waive any breach or proposed breach of any of the covenants or provisions contained in the Covered Bonds of any Series, the Security Deed or any Programme Document or determine that any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default will not be treated as such for the purposes of the Security Deed. Any such authorisation or waiver or modification will be binding on the Covered Bondholders and/or Couponholders and the other Secured Creditors and, unless the Bond Trustee and the Security Trustee otherwise agree, will be notified by the Issuer or the Covered Bond Guarantor (or the Trust Manager on its behalf) (as the case may be) to the Covered Bondholders in accordance with Condition 13 and each Rating Agency as soon as practicable thereafter.

Any such modification, waiver, authorisation or determination will be binding on all the Covered Bondholders of all Series of Covered Bonds for the time being outstanding, the related Couponholders and the other Secured Creditors, and unless the Bond Trustee otherwise agrees, any such modification must be notified by the Issuer, to the Covered Bondholders of all Series of Covered Bonds in accordance with Condition 13 and to the Rating Agencies as soon as practicable thereafter.

Where in connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Bond Trustee and the Security Trustee are required to have regard to the general interests of the Covered Bondholders of each Series as a class (but must not have regard to any interests arising from circumstances particular to individual Covered Bondholders or Couponholders whatever their number) and, in particular but without limitation, must not have regard to the consequences of any such exercise for individual Covered Bondholders, the related Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Bond Trustee and the Security Trustee will not be entitled to require, nor will any Covered Bondholder or Couponholder be entitled to claim, from the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Covered Bondholders and/or Couponholders, except to the extent already provided for in Condition 7 and/or in any undertaking or covenant given in addition to, or in substitution for, Condition 7 pursuant to the Bond Trust Deed.

Notwithstanding any other provision of any Programme Document but subject to clause 21.3 of the Bond Trust Deed, the Bond Trustee will be obliged to concur in and effect any modifications to the Programme Documents that are requested by the Covered Bond Guarantor or the Trust Manager to: (a) accommodate the accession of a new Servicer, new Swap Provider, new Trust Manager, new Account Bank, new Cover Pool Monitor or new Agent to the Programme provided that (i) each of the Swap Providers have certified to the Bond Trustee and the Security Trustee that they consent to such

modification of those documents to which they are a party (such consent not to be unreasonably withheld); (ii) two Authorised Signatories of the Trust Manager have certified to the Bond Trustee and the Security Trustee in writing that such modifications are required in order to accommodate the addition of the new Servicer, new Swap Provider, new Trust Manager, new Account Bank, new Cover Pool Monitor or new Agent to the Programme; and (iii) two Authorised Signatories of the Trust Manager have certified to the Security Trustee and the Bond Trustee that all other conditions precedent to the accession of the new Servicer, new Swap Provider, new Trust Manager, new Account Bank, or new Cover Pool Monitor or new Agent to the Programme set out in the Programme Documents have been satisfied at the time of the accession; (b) accommodate the removal of any one of the Rating Agencies from the Programme or the addition of any Rating Agency, provided that (i) at all times, there are at least two rating agencies rating the Programme and any Covered Bonds then outstanding; and (ii) in respect of the removal of any one of the Rating Agencies from the Programme only (A) the Issuer has provided at least 30 calendar days' notice to the Covered Bondholders of the proposed modification effecting the removal in the manner provided in Condition 13 and by publication on Bloomberg on the "Company News" screen relating to the Covered Bonds; and (B) Covered Bondholders holding, in aggregate, at least 10 per cent. of the Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if the nominal amount of the Covered Bonds is not denominated in Australian Dollars, converted into Australian Dollars at the relevant Swap Rate) have not notified the Bond Trustee in writing (or otherwise in accordance with the then current practice of any relevant Clearing System through which such Covered Bonds may be held) within the notification period referred to in paragraph (b)(ii)(A) above that such Covered Bondholders do not consent to the proposed modification effecting the removal; (c) take into account any new covered bonds ratings criteria of the Rating Agencies, or any changes or updates to, or any replacement of, the covered bonds ratings criteria of the Rating Agencies (including, without limitation, any manner in which a Rating Agency applies or construes any then existing covered bonds ratings criteria), subject to receipt by the Bond Trustee and the Security Trustee of a Rating Affirmation Notice from the Issuer and receipt by the Bond Trustee and the Security Trustee of a certificate signed by two Authorised Signatories of the Trust Manager each certifying to the Bond Trustee and the Security Trustee that such modifications are required in order to take into account any such new covered bonds ratings criteria of the Rating Agencies, or any such changes or updates to, or any replacement of, the covered bonds ratings criteria of the Rating Agencies; (d) allow a Swap Provider to transfer securities as Swap Collateral under a relevant Swap Agreement Credit Support Document, including to appoint a custodian to hold such securities in a custody account pursuant to a custody agreement; (e) enable N Covered Bonds to be issued under the Programme subject to receipt by the Bond Trustee and the Security Trustee of a certificate signed by two Authorised Signatories of the Issuer and a certificate of an Authorised Signatory of the Trust Manager, each certifying to the Bond Trustee and the Security Trustee that the requested amendments are to be made solely for the purpose of the issuance of N Covered Bonds and that the requested amendments are not, in the opinion of the Issuer or the Trust Manager, materially prejudicial to the interests of any Covered Bondholders or any Secured Creditor; (f) ensure compliance of the Programme, the Issuer or a Swap Provider (as applicable) with, or ensure that the Programme, the Issuer or a Swap Provider (as applicable) may benefit from (including if a Regulatory Event occurred or was likely to occur), any existing, amended or new legislation, regulation, directive, prudential standard or prudential guidance note of any regulatory body (including APRA) in relation to covered bonds or a Swap subject to receipt by the Bond Trustee and the Security Trustee of a certificate signed by two Authorised Signatories of the Trust Manager each certifying to the Bond Trustee and the Security Trustee that such modifications are required in order to comply with or benefit from such legislation, regulation, directive, prudential standard or prudential guidance note. For the purposes of providing a certificate to the Bond Trustee and the Security Trustee under this paragraph (f) relating to modifications in connection with a Swap, the Trust Manager may rely on a certification by an Authorised Signatory of the relevant Swap Provider; (g) permit the acquisition (which, without limitation, may be initially in equity only) by the Covered Bond Guarantor from the Seller of Mortgage Loan Rights originated by an entity other than the Seller and to enable the Covered Bond Guarantor to protect or perfect its title to such Mortgage Loan Rights, provided that such Mortgage Loan Rights

comply with the Eligibility Criteria at the time of their acquisition by the Covered Bond Guarantor and the Issuer is reasonably satisfied following discussions with the Rating Agencies that the ratings then assigned by the Rating Agencies to any Covered Bonds or the Programme will not be subject to a downgrade, withdrawal or qualification; or (h) accommodate the accession of BOQ Specialist Bank Limited as a new Seller to the Programme provided that (i) the Trust Manager has certified to the Security Trustee and the Bond Trustee in writing that such modifications are required in order to accommodate the addition of BOQ Specialist Bank Limited as a new Seller to the Programme; and (ii) the Trust Manager has certified to the Security Trustee and the Bond Trustee in writing that all other conditions precedent to the accession of BOQ Specialist Bank Limited as a new Seller to the Programme set out in the Programme Documents have been satisfied at the time of the accession.

In the case of a modification falling within paragraph (b)(ii) of the immediately preceding paragraph, if Covered Bondholders holding, in aggregate, at least 10 per cent. of the Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and, if the nominal amount of the Covered Bonds is not denominated in Australian Dollars, converted into Australian Dollars at the relevant Swap Rate) have notified the Bond Trustee in writing (or otherwise in accordance with the then current practice of any relevant Clearing System through which such Covered Bonds may be held) within the notification period referred to in paragraph (b)(ii)(A) above that they do not consent to the proposed modification effecting the removal (an **Objected Modification**), then such Objected Modification will not be made unless the foregoing provisions of this Condition 14 are satisfied with respect to such Objected Modification. Objections made in writing other than through the relevant Clearing System must be accompanied by evidence to the Bond Trustee's satisfaction (having regard to prevailing market practices) of the relevant Covered Bondholder's holding of the Covered Bonds.

Substitution

The Bond Trust Deed provides that the Bond Trustee may, without the consent or sanction of the Covered Bondholders or Couponholders agree, to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Covered Bonds, Coupons and the Bond Trust Deed of another company, being a subsidiary of the Issuer subject to (a) the Bond Trustee being satisfied that the interests of the Covered Bondholders will not be materially prejudiced by the substitution and (b) certain other conditions set out in the Bond Trust Deed being complied with.

The Bond Trust Deed provides that in connection with any scheme of amalgamation or reconstruction of the Issuer not involving the bankruptcy or insolvency of the Issuer and (A) where the Issuer does not survive the amalgamation or reconstruction or (B) where all or substantially all of the assets and business of the Issuer will be disposed of to, or succeeded to, by another entity (whether by operation of law or otherwise), the Bond Trustee will, if requested by the Issuer, be obliged, without the consent or sanction of the Covered Bondholders or Couponholders, at any time to agree to the substitution in the place of the Issuer (or of the previous substitute) as principal debtor under the Bond Trust Deed (the **Substituted Debtor**) being the entity with and into which the Issuer amalgamates or the entity to which all or substantially all of the business and assets of the Issuer is transferred, or succeeded to, pursuant to such scheme of amalgamation or reconstruction (whether by operation of law or otherwise), subject to, *inter alia*:

- (a) the Substituted Debtor entering into a supplemental trust deed or some other form of undertaking in form and manner satisfactory to the Bond Trustee agreeing to be bound by the Bond Trust Deed with any consequential amendments which the Bond Trustee may deem appropriate as fully as if the Substituted Debtor had been named in the Bond Trust Deed as principal debtor or guarantor in place of the Issuer;

- (b) the Substituted Debtor acquiring or succeeding to pursuant to such scheme of amalgamation or reconstruction all or substantially all of the assets and business of the Issuer; and
- (c) confirmations being received by the Bond Trustee from each Rating Agency that the substitution will not adversely affect the current rating of the Covered Bonds.

Any such supplemental trust deed or undertaking will, if so expressed, operate to release the Issuer or the previous substitute as stated above from all of its obligations as principal debtor under the Bond Trust Deed.

Any substitution pursuant to this Condition 14 will be binding on the Covered Bondholders and the Couponholders and, unless the Bond Trustee agrees otherwise, will be notified by the Issuer to the Covered Bondholders not later than 14 days after any such substitution in accordance with Condition 13.

It will be a condition of any substitution pursuant to this Condition 14 that the Covered Bond Guarantee will remain in place or be modified to apply *mutatis mutandis* and continue in full force and effect in relation to any Substituted Debtor.

For the purposes of this Condition 14:

Potential Issuer Event of Default means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute an Issuer Event of Default;

Potential Covered Bond Guarantor Event of Default means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute a Covered Bond Guarantor Event of Default; and

Series Reserved Matter in relation to Covered Bonds of a Series means: (i) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds; (ii) alteration of the currency in which payments under the Covered Bonds and Coupons are to be made, other than pursuant to Condition 5(i); (iii) alteration of the quorum or majority required to pass an Extraordinary Resolution; (iv) any amendment to the Covered Bond Guarantee or the Security Deed (other than any amendment that Bond Trustee determines is not materially prejudicial to the interests of the Covered Bondholders of any Series or any amendment which is of a formal, minor or technical nature or is in the opinion of the Bond Trustee made to correct a manifest error or proven error or to comply with mandatory provisions of law); (v) except in accordance with Condition 6(h) or the provision relating to substitution in this Condition 14, the sanctioning of any scheme or proposal for the exchange or sale of the Covered Bonds for or the conversion of the Covered Bonds into, or the cancellation of the Covered Bonds in consideration of, shares, stock, Covered Bonds, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, bonds, Covered Bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash and for the appointment of some person with power on behalf of the Covered Bondholders to execute an instrument of transfer of the Registered Covered Bonds held by them in favour of the persons with or to whom the Covered Bonds are to be exchanged or sold respectively; and (vi) alteration of the proviso to paragraph 5 or paragraph 6 of Schedule 4 to the Bond Trust Deed or the alteration of this definition.

15. Indemnification of the Bond Trustee and the Security Trustee and the Bond Trustee and Security Trustee contracting with the Issuer and/or the Covered Bond Guarantor

If, in connection with the exercise of its powers, trusts, authorities or discretions the Bond Trustee is of the opinion that the interests of the Covered Bondholders of any one or more series would be materially prejudiced thereby, the Bond Trustee will not exercise such power, trust, authority or discretion without the approval of such Covered Bondholders of the relevant Series by Extraordinary Resolution or by a direction in writing of such Covered Bondholders of at least 25 per cent. of the Principal Amount Outstanding of Covered Bonds of the relevant Series then outstanding or as otherwise required under the Programme Documents.

The Bond Trust Deed and the Security Deed contain provisions for the indemnification of the Bond Trustee and the Security Trustee and for their relief from responsibility, including provisions relieving them from taking any action unless indemnified and/or secured and/or prefunded to their satisfaction.

The Bond Trust Deed and the Security Deed also contain provisions pursuant to which each of the Bond Trustee and Security Trustee, respectively, is entitled, *inter alia*: (i) to enter into business transactions with the Issuer, the Covered Bond Guarantor and/or any of their respective Subsidiaries and affiliates and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, the Covered Bond Guarantor and/or any of their respective Subsidiaries and affiliates; (ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Covered Bondholders or Couponholders or the other Secured Creditors and (iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Bond Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of any Mortgage Loan Rights, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons whether or not on behalf of the Bond Trustee. The Bond Trustee will not be responsible for: (i) supervising the performance by the Issuer or any other party to the Programme Documents of their respective obligations under the Programme Documents and the Bond Trustee will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties; (ii) considering the basis on which approvals or consents are granted by the Issuer or any other party to the Programme Documents under the Programme Documents; (iii) monitoring the Mortgage Loan Rights then forming part of the Assets of the Trust, including whether the Asset Coverage Test is satisfied or otherwise or the Legislated Collateralisation Test is satisfied or otherwise or the Amortisation Test is satisfied or otherwise; or (iv) monitoring whether a Mortgage Loan is an Eligible Mortgage Loan. The Bond Trustee will not be liable to any Covered Bondholder or other Secured Creditor for any failure to make or to cause to be made on its behalf the searches, investigations and enquiries which would normally be made by a prudent secured creditor in relation to the Security and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Programme Documents.

The Security Trustee will not be responsible: (i) for any liability whatsoever for acting in accordance with any resolution of the Covered Bondholders; (ii) for the notification of the happening or continuance of a Covered Bond Guarantor Event of Default to the Secured Creditors; (iii) for any examination or enquiry into, nor be liable for any defect or failure in, the title of the Covered Bond Guarantor to any Charged Property; (iv) under any liability whatsoever for any failure to take action in respect of a breach by the Covered Bond Guarantor of its duties as trustee of the Trust or in respect of a Covered Bond Guarantor Event of Default of which it is not actually aware; (v) for the form or contents of any Programme Document and will not be liable as a result of or in connection with any inadequacy, invalidity or unenforceability of any provision of any Programme Documents except insofar that it applies to the Security Trustee or to any representation and warranty given by the

Security Trustee; and (vi) for supervising or monitoring the performance by the Issuer or any other party to the Programme Documents of their respective obligations under the Programme Documents and the Security Trustee will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties.

The Bond Trustee may refrain from taking any action or exercising any right, power, authority or discretion vested in it relating to the transactions contemplated in the Programme Documents until it has been indemnified and/or secured and/or prefunded to its satisfaction against any and all actions, charges, claims, costs, damages, demands, expenses, liabilities, losses and proceedings which might be sustained by it as a result and will not be required to do anything which may cause it to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights, powers, authorities or discretions if it has reasonable grounds for believing that repayment of such funds or adequate indemnity, security or prefunding against such liability is not assured to it.

The Security Trustee may refrain from taking steps (other than the steps in relation to the enforcement of the Security) under the Security Deed or any of the other Programme Documents or exercise any of its powers, rights, trusts, authorities, duties, functions or discretions (including to require anything to be done, form any opinion or view, make any determination or give any notice, consent, waiver or approval) under or pursuant to the Security Deed or any other Programme Document to which the Security Trustee is a party without first taking instructions from the Bond Trustee (so long as there are any Covered Bonds outstanding) (provided that the Security Trustee is not required to seek instructions from the Bond Trustee in relation to the release of Security (as set out in the Security Deed) or any investments in Authorised Investments) or (if there are no Covered Bonds outstanding) the Majority Secured Creditors; and the Security Trustee has been indemnified and/or secured to its satisfaction as aforesaid and provided always that the Security Trustee will not be bound to take any enforcement proceedings which may, in the opinion of the Security Trustee in its absolute discretion, result in the Security Trustee failing to receive any payment to which it is or would be entitled.

16. Further Issues

The Issuer will be at liberty from time to time without the consent of the Covered Bondholders or the Couponholders to create and issue further Covered Bonds having terms and conditions the same as the Covered Bonds of any Series or the same in all respects save for the amount and date of the first payment of interest thereon, issue date and/or purchase price and so that the same will be consolidated and form a single Series with the outstanding Covered Bonds of such Series.

17. Non-petition and limited recourse

Only the Security Trustee (acting on the directions of (for so long as there any Covered Bonds outstanding) the Bond Trustee or (where no Covered Bonds are outstanding) the Majority Secured Creditors) may pursue the remedies available under the general law or under the Security Deed to enforce the Security and no Transaction Party will be entitled to proceed directly against the Covered Bond Guarantor to enforce the Security. In particular, each Transaction Party (other than the Security Trustee, and in respect of certain rights, the Bond Trustee) has agreed with the Covered Bond Guarantor and the Security Trustee that, except to the extent provided for in the Programme Documents, it will not: (i) take any steps for the purpose of recovering any Secured Obligations; or (ii) enforcing any rights arising out of the Programme Documents against the Covered Bond Guarantor or procuring the winding up of the Trust, unless the Security Trustee, once bound to take any steps or proceedings to enforce the Security pursuant to the Security Deed, fails to do so within a reasonable time and such failure is continuing, in which case such Secured Creditors will be entitled to take such steps or proceedings as it deems necessary (other than presentation of a petition for the winding-up of the Trust).

The Covered Bond Guarantor enters into the Programme Documents only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with the Programme Documents is limited to and can be enforced against the Covered Bond Guarantor only to the extent to which it can be satisfied out of the property of the Trust out of which the Covered Bond Guarantor is actually indemnified for the liability. This limitation of the Covered Bond Guarantor's liability applies despite any other provision of the Programme Documents and extends to all liabilities and obligations of the Covered Bond Guarantor in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Programme Documents.

The parties other than the Covered Bond Guarantor may not sue the Covered Bond Guarantor in any capacity other than as trustee of the Trust, including to seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Covered Bond Guarantor or prove in any liquidation, administration or arrangement of or affecting the Covered Bond Guarantor (except in relation to property of the Trust).

The provisions of this Condition 17 will not apply to any obligation or liability of the Covered Bond Guarantor to the extent that it is not satisfied because under the Programme Documents or by operation of law there is a reduction in the extent of the Covered Bond Guarantor's indemnification out of the assets of the Trust, as a result of the Covered Bond Guarantor's fraud, negligence or wilful default.

It is acknowledged that the parties are each responsible under the Programme Documents for performing a variety of obligations relating to the Trust. No act or omission of the Covered Bond Guarantor (including any related failure to satisfy its obligations or breach of representation or warranty under the Programme Documents) will be considered fraud, negligence or wilful default of the Covered Bond Guarantor for the purpose of the preceding paragraph to the extent to which the act or omission was caused or contributed to by any failure by any party or any other person to fulfil its obligations relating to the Trust or by any other act or omission of any party, the Servicer, the Seller, the Cover Pool Monitor or any other person.

No attorney, agent, receiver or receiver and manager appointed in accordance with the Programme Documents has authority to act on behalf of the Covered Bond Guarantor in a way which exposes the Covered Bond Guarantor to any personal liability and no act or omission of any such person will be considered fraud, negligence or wilful default of the Covered Bond Guarantor for the purpose of the preceding paragraph.

The Covered Bond Guarantor is not obliged to do or refrain from doing anything under the Programme Documents (including incur any liability) unless the Covered Bond Guarantor's liability is limited in the same manner as set out above.

Notwithstanding any other provisions of the Programme Documents, each party to the Programme Documents (other than the Security Trustee) agrees with and acknowledges to the Security Trustee that the Security Trustee enters into each Programme Document to which it is a party only in its capacity as trustee of the Security Trust and in no other capacity and that the Security Trustee will have no liability under or in connection with the Programme Documents (whether to the Secured Creditors, the Covered Bond Guarantor or any other person) other than to the extent to which the liability is able to be satisfied out of the property of the Security Trust from which the Security Trustee is actually indemnified for the liability. This limitation will not apply to a liability of the Security Trustee to the extent that it is not satisfied because, under the Programme Documents or by operation of law, there is a reduction in the extent of the Security Trustee's indemnification as a result of the Security Trustee's fraud, negligence or wilful default. Nothing in this Condition 17 or any similar provision in any other Programme Document limits or adversely affects the powers of the Security Trustee, any receiver or attorney in respect of the Charge or the Charged Property, in relation to the Trust.

To the extent permitted by law, no recourse under any obligation, covenant, or agreement of any person contained in the Programme Documents may be had against any shareholder, officer, agent or director of such person as such, by the enforcement of any assessment or by any legal proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the Programme Documents are corporate obligations of each person expressed to be a party thereto and no personal liability will attach to or be incurred by the shareholders, officers, agents or directors of such person as such, or any of them, under or by reason of any of the obligations, covenants or agreements of such person contained in the Programme Documents, or implied therefrom, and that any and all personal liability for breaches by such person of any of such obligations, covenants or agreements, either under any applicable law or by statute or constitution, of every such shareholder, officer, agent or director is expressly waived by each person expressed to be a party thereto as a condition of and consideration for execution of the Programme Documents.

18. Contracts (Rights of Third Parties) Act 1999

No person will have any right to enforce any term or condition of this Covered Bond under the Contracts (Rights of Third Parties) Act 1999.

19. Governing Law

The Bond Trust Deed (including the Covered Bond Guarantee), the Principal Agency Agreement, the Covered Bonds (other than any A\$ Registered Covered Bonds) and the Coupons and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law unless specifically stated to the contrary (in this regard, the covenant to pay made by the Issuer to the Bond Trustee in respect of the A\$ Registered Covered Bonds in the Bond Trust Deed, the provisions relating to the maintenance of the Register in respect of the A\$ Registered Covered Bonds in the Bond Trust Deed and the provisions relating to the limitation of liability of the Covered Bond Guarantor in the Bond Trust Deed, the Principal Agency Agreement and the Covered Bonds are governed by, and will be construed in accordance with, the laws applying in the State of New South Wales, Australia). The A\$ Registry Agreement and the A\$ Registered Covered Bonds are governed by, and will be construed in accordance with the laws applying in the State of New South Wales, Australia unless specifically stated to the contrary.

SCHEDULE 2

FORMS OF GLOBAL AND DEFINITIVE COVERED BONDS, COUPONS AND TALONS

PART 1

FORM OF TEMPORARY BEARER GLOBAL COVERED BOND

[THIS SECURITY AND THE COVERED BOND GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE "PRINCIPAL AGENCY AGREEMENT") AND PURSUANT TO AN EXEMPTION FROM, REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. IN ACCORDANCE WITH SECURITIES LAW, UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE LATER OF (i) THE DATE ON WHICH THE OFFERING OF THIS SECURITY COMMENCED TO PERSONS OTHER THAN DISTRIBUTORS IN RELIANCE ON REGULATIONS AND (ii) THE DATE OF ISSUANCE OF SUCH SECURITY, SALES MAY NOT BE MADE UNLESS MADE OUTSIDE THE UNITED STATES PURSUANT TO RULE 903 OR 904 OF REGULATIONS UNDER THE SECURITIES ACT.]

[(*) The following legend will appear on the face of each Temporary Bearer Global Covered Bond which is exchangeable for Bearer Covered Bonds in definitive form according to the relevant Final Terms (or, in the case of Exempt Covered Bonds, the relevant Pricing Supplement):]

[NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED BELOW) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS COVERED BOND OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS COVERED BOND (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE COVERED BOND, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"OFFSHORE ASSOCIATE" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE "**TAX ACT**", WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE COVERED BONDS IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE COVERED BONDS IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA.

ANY OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A

PERMANENT ESTABLISHMENT WITHIN AUSTRALIA WHO ACQUIRES THIS COVERED BOND OR ANY INTEREST OR RIGHT IN RESPECT OF THIS COVERED BOND CONTRARY TO THE RESTRICTION ABOVE MAY BE SUBJECT TO AUSTRALIAN TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THE COVERED BOND.]

[(*) The following legend will appear on the face of each Temporary Bearer Global Covered Bond other than any Temporary Bearer Global Covered Bond which is exchangeable for Bearer Covered Bonds in definitive form according to the relevant Final Terms (or, in the case of Exempt Covered Bonds, the relevant Pricing Supplement):]

NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED BELOW) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS COVERED BOND OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS COVERED BOND (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE COVERED BOND, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"OFFSHORE ASSOCIATE" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE "**TAX ACT**", WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE COVERED BONDS IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE COVERED BONDS IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA.

ANY OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA WHO ACQUIRES THIS COVERED BOND OR ANY INTEREST OR RIGHT IN RESPECT OF THIS COVERED BOND CONTRARY TO THE RESTRICTION ABOVE MAY BE SUBJECT TO AUSTRALIAN TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER IN RESPECT OF ANY AMOUNT DEDUCTED BY THE ISSUER ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THE COVERED BOND.

BANK OF QUEENSLAND LIMITED
(Australian Business Number 32 009 656 740)
(the **Issuer**)

TEMPORARY BEARER GLOBAL COVERED BOND
Unconditionally and irrevocably guaranteed as to payment of interest and principal by

PERPETUAL CORPORATE TRUST LIMITED
(AS TRUSTEE OF THE BOQ COVERED BOND TRUST)
(incorporated with limited liability under the laws of New South Wales)
(the **Covered Bond Guarantor**)

This Covered Bond is a **Temporary Bearer Global Covered Bond** in respect of a duly authorised issue of Covered Bonds of the Issuer (the **Covered Bonds**) of the Principal Amount Outstanding, Specified Currency(ies) and Specified Denomination(s) as are specified in the Final Terms applicable to the Covered Bonds (the **Final Terms**) (or, in the case of Exempt Covered Bonds, the Pricing Supplement applicable to the Exempt Covered Bonds (the **Pricing Supplement**)), a copy of which is annexed hereto. References herein to the **Final Terms** shall be deemed to include a reference to the **Pricing Supplement** where relevant. References herein to the **Conditions** will be to the Terms and Conditions of the Covered Bonds as set out in Schedule 1 (Terms and Conditions of the Covered Bonds) to the Bond Trust Deed (as defined below) as supplemented, replaced and modified by the Final Terms but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, the Final Terms will prevail.

Words and expressions defined in the Conditions will bear the same meanings when used in this Temporary Bearer Global Covered Bond.

This Temporary Bearer Global Covered Bond is issued subject to, and with the benefit of, the Conditions and a bond trust deed (such bond trust deed as modified and/or supplemented and/or restated from time to time, the **Bond Trust Deed**) dated 4 May 2017 and made between the Issuer, the Covered Bond Guarantor and BNY Trust Company of Australia Limited (the **Bond Trustee**).

For value received, the Issuer, subject as hereinafter provided and subject to and in accordance with the Conditions and the Bond Trust Deed, promises to pay to the bearer hereof on each Instalment Date (if the Covered Bonds are repayable in instalments) and on the Final Maturity Date and/or on such earlier date(s) as all or any of the Covered Bonds represented by this Temporary Bearer Global Covered Bond may become due and repayable in accordance with the Conditions and the Bond Trust Deed, the amount payable under the Conditions in respect of such Covered Bonds on each such date and to pay interest (if any) on the Principal Amount Outstanding of the Covered Bonds from time to time represented by this Temporary Bearer Global Covered Bond calculated and payable as provided in the Conditions and the Bond Trust Deed together with any other sums payable under the Conditions and the Bond Trust Deed, upon presentation and, at maturity, surrender of this Temporary Bearer Global Covered Bond to or to the order of the Principal Paying Agent or any of the other Paying Agents located outside the United States and its territories and possessions (except as provided in the Conditions) from time to time appointed by the Issuer in respect of the Covered Bonds.

The nominal amount of the Covered Bonds represented by this Temporary Bearer Global Covered Bond will be the amount stated in the Final Terms or, if lower, the nominal amount most recently entered by or on behalf of the Issuer in the relevant column in Part II, III or IV of Schedule One or Schedule Two (*Exchanges*).

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Covered Bonds represented by this Temporary Bearer Global Covered Bond, the Issuer must procure that details of such redemption, payment, purchase and cancellation (as the case may be) are entered by or on behalf of the Issuer in Schedule 1 hereto and the relevant space in Schedule 1 hereto

recording any such redemption, payment, purchase and cancellation (as the case may be) must be signed by or on behalf of the Issuer. Upon any such redemption, payment of an instalment, purchase and cancellation the Principal Amount Outstanding of this Temporary Bearer Global Covered Bond and the Covered Bonds represented by this Temporary Bearer Global Covered Bond will be reduced by the Principal Amount Outstanding of such Covered Bonds so redeemed or purchased and cancelled or the amount of such instalment.

Payments due in respect of Covered Bonds for the time being represented by this Temporary Bearer Global Covered Bond must be made to the bearer of this Temporary Bearer Global Covered Bond and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above will not affect such discharge.

Payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will only be made to the bearer hereof to the extent that there is presented to the Principal Paying Agent by a relevant Clearing System a certificate to the effect that it has received from or in respect of a person entitled to a particular principal amount of the Covered Bonds represented by this Temporary Bearer Global Covered Bond (as shown by its records) as certificate of non-US beneficial ownership in the form required by it. The bearer of this Temporary Bearer Global Covered Bond will not (unless upon due presentation of this Temporary Bearer Global Covered Bond for exchange, delivery of the appropriate number of Bearer Definitive Covered Bonds (together, if applicable, with the Coupons and Talons appertaining thereto in or substantially in the forms set out in Part 1, Part 3, Part 4 and Part 5 of Schedule 2 (*Forms of Global and Definitive Covered Bonds, Coupons and Talons*)) to the Bond Trust Deed) or, as the case may be, issue and delivery (or, as the case may be, endorsement) of the Permanent Bearer Global Covered Bond is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to receive any payment hereon due on or after the Exchange Date.

On or after the date (the **Exchange Date**) which is 40 days after the Issue Date, this Temporary Bearer Global Covered Bond may be exchanged (free of charge) in whole or in part for, as specified in the Final Terms, either (a) security printed Bearer Definitive Covered Bonds and (if applicable) Coupons and/or Talons (on the basis that all the appropriate details have been included on the face of such Bearer Definitive Covered Bonds and (if applicable) Coupons and/or Talons and the relevant information supplementing, replacing or modifying the Conditions appearing in the Final Terms has been endorsed or attached to such Bearer Definitive Covered Bonds) or (b) a Permanent Bearer Global Covered Bond which is in or substantially in the form set out in Part 2 of Schedule 2 (Form of Permanent Bearer Global Covered Bond) to the Bond Trust Deed (together with the Final Terms attached thereto), in each case upon notice being given by a relevant Clearing System acting on the instruction of any holder of an interest in this Temporary Bearer Global Covered Bond and subject, in the case of Bearer Definitive Covered Bonds, to such notice period as is specified in the Final Terms.

If Bearer Definitive Covered Bonds and (if applicable) Coupon and/or Talons have already been issued in exchange for all the Covered Bonds represented for the time being by the Permanent Bearer Global Covered Bond, then this Temporary Bearer Global Covered Bond may only thereafter be exchanged for Bearer Definitive Covered Bonds and (if applicable) Coupons and/or Talons pursuant to the terms hereof.

This Temporary Bearer Global Covered Bond may be exchanged by the bearer hereof on any Business Day in London. The Issuer must procure that Bearer Definitive Covered Bonds or (as the case may be) the interests in the Permanent Bearer Global Covered Bond will be (in the case of Bearer Definitive Covered Bonds) issue and delivered in exchange for only that portion of this Temporary Bearer Global Covered Bond in respect of which there will have been presented to the Principal Paying Agent by a relevant Clearing System a certificate to the effect that it has received from or in respect of a person entitled to a beneficial interest in particular nominal amount of the Covered Bonds represented by this Temporary Bearer Global Covered Bond (as shown by its records) a certificate of non-US beneficial ownership in the form required by it.

On an exchange of the whole of this Temporary Bearer Global Covered Bond, this Temporary Bearer Global Covered Bond must be surrendered to or to the order of the Principal Paying Agent. On an exchange of part only of this Temporary Bearer Global Covered Bond, the Issuer must procure that on an exchange of part only of this Temporary Bearer Global Covered Bond, details of such exchange will be entered by or on behalf of the Issuer in Schedule Two hereto and the relevant space in Schedule Two hereto recording such exchange must be signed by or on behalf of the Issuer, whereupon the nominal amount of this Temporary Bearer Global Covered Bond and the Covered Bonds represented by this Temporary Bearer Global Covered Bond will be reduced by the Principal Amount Outstanding of this Temporary Bearer Global Covered Bond so exchanged. On any exchange of this Temporary Bearer Global Covered Bond for a Permanent Bearer Global Covered Bond, details of such exchange must be entered by or on behalf of the Issuer in Schedule 2 to the Permanent Bearer Global Covered Bond and the relevant space in Schedule 2 thereto recording such exchange must be signed by or on behalf of the Issuer.

Until the exchange of the whole of this Temporary Bearer Global Covered Bond as aforesaid, the bearer hereof will (subject as provided in the next paragraph) in all respects (except as otherwise provided herein) be entitled to the same benefits as if he were the bearer of Bearer Definitive Covered Bonds and the relative Coupons and/or Talons (if any) in the form(s) set out in Parts 3, 4, 5 and 6 (as applicable) of Schedule 2 (Forms of Global and Definitive Covered Bonds, Coupons and Talons) to the Bond Trust Deed.

Each person (other than Euroclear Bank S.A./N.V. (**Euroclear**) or Clearstream Banking, société anonyme (**Clearstream, Luxembourg** and together with Euroclear, the **relevant Clearing Systems**)) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of the Covered Bonds represented by this Temporary Bearer Global Covered Bond (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Covered Bonds standing to the account of any person will be conclusive and binding for all purposes save in the case of manifest error) will be treated by the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, the Principal Paying Agent and any other Paying Agent as the holder of such principal amount of such Covered Bonds for all purposes other than with respect to the payment of principal and interest on such principal amount of such Covered Bonds, the right to which must be vested, as against the Issuer, solely in the bearer of this Temporary Bearer Global Covered Bond in accordance with and subject to the terms of this Temporary Bearer Global Covered Bond and the Bond Trust Deed.

This Temporary Bearer Global Covered Bond and any non-contractual obligations arising out of or in connection with it are governed by, and must be construed in accordance with, English law.

A person who is not a party to this Temporary Bearer Global Covered Bond has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Temporary Bearer Global Covered Bond, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

This Temporary Bearer Global Covered Bond will not be valid unless authenticated by The Bank of New York Mellon, London Branch as Principal Paying Agent.

IN WITNESS WHEREOF the Issuer has caused this Temporary Bearer Global Covered Bond to be signed manually or in facsimile by a person duly authorised on its behalf.

Issued as of the Issue Date specified in the Final Terms.

BANK OF QUEENSLAND LIMITED

By:
Authorised Signatory¹

Authenticated by
The Bank of New York Mellon, London Branch
as Principal Paying Agent

By:
Authorised Signatory

Important Notes:

The Covered Bond Guarantor has guaranteed certain obligations of the Issuer in respect of this Temporary Bearer Global Covered Bond only in its role as trustee of the Trust and in no other capacity. Any obligation or liability of the Covered Bond Guarantor arising under or in any way connected with the Trust under the Establishment Deed, the Bond Trust Deed, this Temporary Bearer Global Covered Bond or any other Programme Document is limited to the extent to which it can be satisfied out of the Assets of the Trust out of which the Covered Bond Guarantor is actually indemnified for the obligation or liability. This limitation will not apply to any obligation or liability of the Covered Bond Guarantor only to the extent that it is not so satisfied because of any fraud, negligence or wilful default on the part of the Covered Bond Guarantor. Full terms of the Covered Bond Guarantor's limitation of liability (including certain exceptions to it) are set out in the Programme Documents.

¹ This signature may be affixed manually or by facsimile – see clause 3.1(b) of the Bond Trust Deed.

PART II

PAYMENT OF INSTALMENT AMOUNTS

Date made	Total amount of Instalment Amounts payable	Amount of Instalment Amounts paid	Remaining Principal Amount Outstanding of this Temporary Bearer Global Covered Bond following such payment*	Confirmation of payment or delivery of Asset Amounts by or on behalf of the Issuer

* See most recent entry in Part II, III or IV or Schedule One in order to determine this amount.

Schedule Two to Part 1

EXCHANGES

The following exchanges of a part of this Temporary Bearer Global Covered Bond for Bearer Definitive Covered Bonds or a part of a Permanent Bearer Global Covered Bond have been made.

Date made	Principal Amount Outstanding of this Temporary Bearer Global Covered Bond exchanged for Bearer Definitive Covered Bonds or a part of a Permanent Bearer Global Covered Bond	Remaining Principal Amount Outstanding of this Temporary Bearer Global Covered Bond following such exchange*	Notation made by or on behalf of the Issuer
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_____	_____	_____	_____

* See most recent entry in Part II, III or IV of Schedule One or in this Schedule Two in order to determine this amount.

PART 2

FORM OF PERMANENT BEARER GLOBAL COVERED BOND

NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED BELOW) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS COVERED BOND OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS COVERED BOND (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE COVERED BOND, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"OFFSHORE ASSOCIATE" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE **"TAX ACT"**, WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE COVERED BONDS IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE COVERED BONDS IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA.

ANY OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA WHO ACQUIRES THIS COVERED BOND OR ANY INTEREST OR RIGHT IN RESPECT OF THIS COVERED BOND CONTRARY TO THE RESTRICTION ABOVE MAY BE SUBJECT TO AUSTRALIAN TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THE COVERED BOND.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]²

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PRINCIPAL AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE PRINCIPAL AGENCY AGREEMENT) AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

² Delete where the original maturity of the Covered Bonds is 1 year or less.

BANK OF QUEENSLAND LIMITED
(Australian Business Number 32 009 656 740)
(the **Issuer**)

PERMANENT BEARER GLOBAL COVERED BOND
Unconditionally and irrevocably guaranteed as to payment of interest and principal by

PERPETUAL CORPORATE TRUST LIMITED
(AS TRUSTEE OF THE BOQ COVERED BOND TRUST)
(incorporated with limited liability under the laws of New South Wales)
(the **Covered Bond Guarantor**)

This Covered Bond is a **Permanent Bearer Global Covered Bond** in respect of a duly authorised issue of Covered Bonds of the Issuer (the **Covered Bonds**) of the Principal Amount Outstanding, Specified Currency(ies) and Specified Denomination(s) as are specified in the Final Terms applicable to the Covered Bonds (the **Final Terms**) (or, in the case of Exempt Covered Bonds, the Pricing Supplement applicable to the Exempt Covered Bonds (the **Pricing Supplement**)), a copy of which is annexed hereto, and which are constituted by a Bond Trust Deed (as defined below). References herein to the **Final Terms** shall be deemed to include a reference to the **Pricing Supplement** where relevant. References herein to the **Conditions** shall be to the Terms and Conditions of the Covered Bonds as set out in Schedule 1 (*Terms and Conditions of the Covered Bonds*) to the Bond Trust Deed (as defined below) as supplemented, replaced and modified by the Final Terms but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, the Final Terms will prevail.

Words and expressions defined in the Conditions shall bear the same meanings when used in this Permanent Bearer Global Covered Bond.

This Permanent Bearer Global Covered Bond is issued subject to, and with the benefit of, the Conditions and a bond trust deed (such bond trust deed as modified and/or supplemented and/or restated from time to time, the **Bond Trust Deed**) dated 4 May 2017 and made between the Issuer, the Covered Bond Guarantor and BNY Trust Company of Australia Limited (the **Bond Trustee**).

For value received, the Issuer, subject as hereinafter provided and subject to and in accordance with the Conditions and the Bond Trust Deed, promises (i) to pay to the bearer hereof on each Instalment Date (if the Covered Bonds are repayable in instalments) and on the Final Maturity Date and/or on such earlier date(s) as all or any of the Covered Bonds represented by this Permanent Bearer Global Covered Bond may become due and repayable in accordance with the Conditions and the Bond Trust Deed, the amount payable under the Conditions in respect of such Covered Bonds on each such date and to pay interest (if any) on the Principal Amount Outstanding of the Covered Bonds from time to time represented by this Permanent Bearer Global Covered Bond calculated and payable as provided in the Conditions and the Bond Trust Deed together with any other sums payable under the Conditions and the Bond Trust Deed, upon presentation and (ii) to perform all of its obligations to deliver Asset Amounts under the Conditions on such date(s) as such Asset Amounts become deliverable and, at maturity, surrender of this Permanent Bearer Global Covered Bond to or to the order of the Principal Paying Agent or any of the other Paying Agents located outside the United States, its territories and possessions (except as provided in the Conditions) from time to time appointed by the Issuer in respect of the Covered Bonds.

The Principal Amount Outstanding of the Covered Bonds represented by this Permanent Bearer Global Covered Bond shall be the amount stated in the Final Terms or, if lower, the Principal Amount Outstanding most recently entered by or on behalf of the Issuer in the relevant column in Part II, III, or IV of Schedule One hereto or in Schedule Two hereto.

On any redemption of, or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Covered Bonds represented by this Permanent Bearer Global Covered Bond the Issuer shall procure that details of such redemption, payment, or purchase and cancellation (as the case may

be) shall be entered by or on behalf of the Issuer in Schedule Two hereto and the relevant space in Schedule Two hereto recording such redemption, payment, or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Issuer, whereupon the Principal Amount Outstanding of this Permanent Bearer Global Covered Bond and the Covered Bonds represented by this Permanent Bearer Global Covered Bond shall be reduced by the nominal amount of such Covered Bonds so redeemed or purchased and cancelled or the amount of such instalment so paid.

Payments due in respect of Covered Bonds for the time being represented by this Permanent Bearer Global Covered Bond shall be made to the bearer of this Permanent Bearer Global Covered Bond and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

If the Covered Bonds represented by this Permanent Bearer Global Covered Bond were, on issue, represented by a Temporary Bearer Global Covered Bond then on any exchange of such Temporary Bearer Global Covered Bond for this Permanent Bearer Global Covered Bond or any part hereof, the Issuer shall procure that details of such exchange shall be entered by or on behalf of the Issuer in Schedule Two hereto and the relevant space in Schedule Two hereto recording such exchange shall be signed by or on behalf of the Issuer, whereupon the Principal Amount Outstanding of this Permanent Bearer Global Covered Bond and the Covered Bonds represented by this Bearer Global Covered Bond shall be increased by the nominal amount of the Temporary Bearer Global Covered Bond so exchanged.

This Permanent Bearer Global Covered Bond may be exchanged (free of charge) in whole, but not in part, for Bearer Definitive Covered Bonds and (if applicable) Coupons and/or Talons in or substantially in the forms set out in Part 3 (*Form of Bearer Definitive Covered Bond*), Part 4 (*Form of Coupon*) and Part 5 (*Form of Talon*) of Schedule 1 (*Forms of Global and Definitive Covered Bonds, Coupons and Talons*) to the Bond Trust Deed (on the basis that all the appropriate details have been included on the face of such Bearer Definitive Covered Bonds and (if applicable) Coupons and/or Talons and the relevant information supplementing, replacing or modifying the Conditions appearing in the Final Terms has been endorsed on or attached to such Bearer Definitive Covered Bonds) either, as specified in the Applicable Final Terms:

- (a) upon not less than 60 days' written notice being given to the Principal Paying Agent by Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, société anonyme (**Clearstream, Luxembourg** and together with Euroclear, the **relevant Clearing Systems**) (acting on the instructions of any holder of an interest in this Permanent Bearer Global Covered Bond); or
- (b) upon the occurrence of an Exchange Event.

An **Exchange Event** means the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available.

If this Permanent Bearer Global Covered Bond is exchangeable following the occurrence of an Exchange Event:

- (a) the Issuer will promptly give notice to Covered Bondholders in accordance with Condition 13 (Notices) upon the occurrence of such Exchange Event; and
- (b) Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in this Permanent Bearer Global Covered Bond) or the Bond Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (b) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange.

Any such exchange shall occur on a date specified in the notice not more than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The first notice requesting exchange in accordance with the above provisions shall give rise to the issue of Bearer Definitive Covered Bonds for the Principal Amount Outstanding of Covered Bonds represented by this Permanent Bearer Global Covered Bond.

Any such exchange as aforesaid will be made upon presentation of this Permanent Bearer Global Covered Bond by the bearer hereof on any Business Day in London at the office of the Principal Paying Agent specified above.

The aggregate Principal Amount Outstanding of Bearer Definitive Covered Bonds issued upon an exchange of this Permanent Bearer Global Covered Bond will be equal to the aggregate Principal Amount Outstanding of this Permanent Bearer Global Covered Bond. Upon exchange of this Permanent Bearer Global Covered Bond for Bearer Definitive Covered Bonds, the Principal Paying Agent shall cancel it or procure that it is cancelled.

Until the exchange of the whole of this Permanent Bearer Global Covered Bond as aforesaid, the bearer hereof shall (subject as provided in the next paragraph) in all respects be entitled to the same benefits as if he were the bearer of Bearer Definitive Covered Bonds and the relative Coupons and/or Talons (if any) in the form(s) set out in Part 3 (*Form of Bearer Definitive Covered Bond*), Part 4 (*Form of Coupon*) and Part 5 (*Form of Talon*) (as applicable) of Schedule 1 (*Forms of Global and Definitive Covered Bonds, Coupons and Talons*) to the Bond Trust Deed.

Each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of the Covered Bonds represented by this Permanent Bearer Global Covered Bond (each an **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, the Principal Paying Agent and any other Paying Agent as the holder of such principal amount of such Covered Bonds for all purposes other than with respect to the payment of principal and interest on such principal amount of such Covered Bonds, the right to which shall be vested, as against the Issuer and the Covered Bond Guarantor, solely in the bearer of this Permanent Bearer Global Covered Bond in accordance with and subject to the terms of this Permanent Bearer Global Covered Bond and the Bond Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment or delivery made to the bearer of this Permanent Bearer Global Covered Bond.

This Permanent Bearer Global Covered Bond and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law.

A person who is not a party to this Permanent Bearer Global Covered Bond has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Permanent Bearer Global Covered Bond, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

This Permanent Bearer Global Covered Bond shall not be valid unless authenticated by The Bank of New York Mellon, London Branch as Principal Paying Agent.

IN WITNESS whereof the Issuer has caused this Permanent Bearer Global Covered Bond to be signed manually or in facsimile by a person duly authorised on its behalf.

Issued as of the Issue Date specified in the Final Terms.

BANK OF QUEENSLAND LIMITED

By:
Authorised Signatory³

Authenticated by
The Bank of New York Mellon, London Branch as Principal Paying Agent

By:
Authorised Signatory

Important Notes:

The Covered Bond Guarantor has guaranteed certain obligations of the Issuer in respect of this Permanent Bearer Global Covered Bond only in its role as trustee of the Trust and in no other capacity. Any obligation or liability of the Covered Bond Guarantor arising under or in any way connected with the Trust under the Establishment Deed, the Bond Trust Deed, this Permanent Bearer Global Covered Bond or any other Programme Document is limited to the extent to which it can be satisfied out of the Assets of the Trust out of which the Covered Bond Guarantor is actually indemnified for the obligation or liability. This limitation will not apply to any obligation or liability of the Covered Bond Guarantor only to the extent that it is not so satisfied because of any fraud, negligence or wilful default on the part of the Covered Bond Guarantor. Full terms of the Covered Bond Guarantor's limitation of liability (including certain exceptions to it) are set out in the Programme Documents.

³ This signature may be affixed manually or by facsimile – see clause 3.1(b) of the Bond Trust Deed.

PART 3

FORM OF BEARER DEFINITIVE COVERED BOND

NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED BELOW) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS COVERED BOND OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS COVERED BOND (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE COVERED BOND, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"OFFSHORE ASSOCIATE" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE **"TAX ACT"**, WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE COVERED BONDS IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE COVERED BONDS IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA.

ANY OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA WHO ACQUIRES THIS COVERED BOND OR ANY INTEREST OR RIGHT IN RESPECT OF THIS COVERED BOND CONTRARY TO THE RESTRICTION ABOVE MAY BE SUBJECT TO AUSTRALIAN TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THE COVERED BOND.

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PRINCIPAL AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE PRINCIPAL AGENCY AGREEMENT) AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]⁴

⁴ Delete where the original maturity of the Covered Bonds is 1 year or less.

BANK OF QUEENSLAND LIMITED
(ABN 32 009 656 740) (the **Issuer**)

[Specified Currency and Nominal Amount of Tranche]
COVERED BONDS DUE

[Year of Maturity]

unconditionally and irrevocably guaranteed as to payments of interest and principal by

PERPETUAL CORPORATE TRUST LIMITED
(AS TRUSTEE OF THE BOQ COVERED BOND TRUST)

(incorporated with limited liability under the laws of New South Wales)
(the **Covered Bond Guarantor**)

This Covered Bond is a **Bearer Definitive Covered Bond** in respect of a duly authorised issue of Covered Bonds of [Specified Currency(ies) and Specified Denomination(s)] each of the Issuer (**Covered Bonds**) of the Principal Amount Outstanding, Specified Currency(ies) and Specified Denomination(s) as are specified in the Final Terms applicable to the Covered Bonds (the **Final Terms**) (or, in the case of Exempt Covered Bonds, the Pricing Supplement applicable to the Exempt Covered Bonds (the **Pricing Supplement**)), a copy of which is annexed hereto. References herein to the **Final Terms** shall be deemed to include a reference to the **Pricing Supplement** where relevant. References herein to the **Conditions** shall be to the Terms and Conditions [endorsed hereon/set out in Schedule 1 (*Terms and Conditions of the Covered Bonds*) to the Bond Trust Deed (as defined below) which shall be incorporated by reference herein and have effect as if set out herein] as supplemented, replaced and modified by the relevant information appearing in the Final Terms endorsed hereon but, in the event of any conflict between the provisions of the said Conditions and such information in the Final Terms, such information will prevail.

Words and expressions defined in the Conditions shall bear the same meanings when used in this Bearer Definitive Covered Bond.

This Bearer Definitive Covered Bond is issued subject to, and with the benefit of, the Conditions and a bond trust deed (such bond trust deed as modified and/or supplemented and/or restated from time to time, the **Bond Trust Deed**) dated 4 May 2017 and made between the Issuer, the Covered Bond Guarantor and BNY Trust Company of Australia Limited (the **Bond Trustee**).

For value received, the Issuer, subject to and in accordance with the Conditions and the Bond Trust Deed, hereby promises to pay to the bearer hereof on [each Instalment Date and] the Final Maturity Date and/or on such earlier date as this Bearer Definitive Covered Bond may become due and repayable in accordance with the Conditions and the Bond Trust Deed, the amount payable or Asset Amount deliverable on redemption of this Bearer Definitive Covered Bond and to pay interest (if any) on the Principal Amount Outstanding of this Bearer Definitive Covered Bond calculated and payable as provided in the Conditions and the Bond Trust Deed together with any other sums payable under the Conditions and the Bond Trust Deed.

This Bearer Definitive Covered Bond and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law.

Neither this Bearer Definitive Covered Bond nor the Coupons appertaining hereto shall be valid or obligatory for any purpose unless and until this Bearer Definitive Covered Bond has been authenticated by The Bank of New York Mellon, London Branch as Principal Paying Agent.

IN WITNESS whereof this Bearer Definitive Covered Bond has been executed on behalf of the Issuer.

Issued as of [●], 20[●].

BANK OF QUEENSLAND LIMITED

By:

Authorised Signatory⁵

Authenticated by

The Bank of New York Mellon, London Branch as Principal Paying Agent

By:

Authorised Signatory

Important Notes:

The Covered Bond Guarantor has guaranteed certain obligations of the Issuer in respect of this Bearer Definitive Covered Bond only in its role as trustee of the Trust and in no other capacity. Any obligation or liability of the Covered Bond Guarantor arising under or in any way connected with the Trust under the Establishment Deed, the Bond Trust Deed, this Bearer Definitive Covered Bond or any other Programme Document is limited to the extent to which it can be satisfied out of the Assets of the Trust out of which the Covered Bond Guarantor is actually indemnified for the obligation or liability. This limitation will not apply to any obligation or liability of the Covered Bond Guarantor only to the extent that it is not so satisfied because of any fraud, negligence or wilful default on the part of the Covered Bond Guarantor. Full terms of the Covered Bond Guarantor's limitation of liability (including certain exceptions to it) are set out in the Programme Documents.

[0,000/00,000]

[ISIN]

[Series]

[Serial No.]

⁵ This signature may be affixed manually or by facsimile – see clause 3.3(c) of the Bond Trust Deed.

[CONDITIONS]

[Conditions to be as set out in Schedule 1 (*Terms and Conditions of the Covered Bonds*) to this Bond Trust Deed or such other form as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), but shall not be endorsed if not required by the relevant Stock Exchange (if any)]

[FINAL TERMS/PRICING SUPPLEMENT]

[Here to be set out the text of the relevant information supplementing, replacing or modifying the Conditions which appears in the Final Terms or, in the case of Exempt Covered Bonds, the Pricing Supplement relating to the Covered Bonds]

PART 4

FORM OF COUPON

[Face of Coupon]

BANK OF QUEENSLAND LIMITED
(ABN 32 009 656 740)
(the **Issuer**)

Specified Currency/Nominal Amount
COVERED BONDS DUE [Year of Maturity]

unconditionally and irrevocably guaranteed as to payments of interest and principal by

PERPETUAL CORPORATE TRUST LIMITED
(AS TRUSTEE OF THE BOQ COVERED BOND TRUST)
(incorporated with limited liability under the laws of New South Wales)
(the **Covered Bond Guarantor**)

Series No. [●]*

NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED ABOVE) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS COUPON OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS COUPON (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS COUPON OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE COUPON, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"**OFFSHORE ASSOCIATE**" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE "**TAX ACT**", WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE COVERED BONDS IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE COVERED BONDS IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS COUPON OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA.

ANY OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA WHO ACQUIRES THIS COUPON OR ANY INTEREST OR RIGHT IN RESPECT OF THIS COUPON CONTRARY TO THE RESTRICTION

ABOVE MAY BE SUBJECT TO AUSTRALIAN TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THIS COUPON.

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PRINCIPAL AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE PRINCIPAL AGENCY AGREEMENT) AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]⁶

[Coupon appertaining to a Covered Bond in the denomination of [Specified Currency and Specified Denomination]].⁷

Part A

[For Fixed Rate Covered Bonds:

This Coupon is payable to bearer, separately negotiable and subject to the Terms and Conditions of the said Covered Bonds. Coupon for [●] due on [●], [●]]

Part B

[For Floating Rate Covered Bonds or Variable Interest Covered Bonds:

Coupon for the amount due in accordance with the Terms and Conditions endorsed on, attached to or incorporated by reference into the said Covered Bonds on [the Interest Payment Date falling in [●] [●]/[●]].

This Coupon is payable to bearer, separately negotiable and subject to such Terms and Conditions, under which it may become void before its due date.

[No.]	[0,000/00,000]	[ISIN]	[Series]	[Serial No.]
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⁶ Delete where the original maturity of the Covered Bonds is 1 year or less.

⁷ Delete where the Covered Bonds are all of the same denomination.

PART 5

FORM OF TALON

NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED BELOW) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS TALON OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS TALON (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS TALON OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE TALON, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"OFFSHORE ASSOCIATE" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE **"TAX ACT"**, WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE COVERED BONDS IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE COVERED BONDS IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS TALON OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA.

ANY OFFSHORE ASSOCIATE, RESIDENT OF AUSTRALIA OR NON-RESIDENT OF AUSTRALIA WHO HAS ENGAGED IN CARRYING ON BUSINESS IN AUSTRALIA AT OR THROUGH A PERMANENT ESTABLISHMENT WITHIN AUSTRALIA WHO ACQUIRES THIS TALON OR ANY INTEREST OR RIGHT IN RESPECT OF THIS TALON CONTRARY TO THE RESTRICTION ABOVE MAY BE SUBJECT TO AUSTRALIAN TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THIS TALON.

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PRINCIPAL AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE PRINCIPAL AGENCY AGREEMENT) AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]⁸

[Face of Talon]

⁸ Delete where the original maturity of the Covered Bonds is 1 year or less.

BANK OF QUEENSLAND LIMITED

(ABN 32 009 656 740)

(the **Issuer**)

Specified Currency/Nominal Amount
COVERED BONDS DUE [Year of Maturity]

unconditionally and irrevocably guaranteed as to payments of interest and principal by

PERPETUAL CORPORATE TRUST LIMITED
(AS TRUSTEE OF THE BOQ COVERED BOND TRUST)

(incorporated with limited liability under the laws of New South Wales)

(the **Covered Bond Guarantor**)

Series No. [●]

[Talon appertaining to a Covered Bond in the denomination of Specified Currency/Nominal Amount]⁹

On and after [●] further Coupons [and a further Talon]¹⁰ appertaining to the Covered Bond to which this Talon appertains will be issued at the specified office of any of the Paying Agents set out on the reverse hereof (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Covered Bondholders) upon production and surrender of this Talon.

This Talon may, in certain circumstances, become void under the Terms and Conditions endorsed on the Covered Bond to which this Talon appertains.

[No.]	[0,000/00,000]	[ISIN]	[Series]	[Serial No.]
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⁹ Delete where the Covered Bonds are all of the same denomination.

¹⁰ Not required on last Coupon sheet.

PART 6

FORM OF REGISTERED GLOBAL COVERED BOND

NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED BELOW) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS COVERED BOND OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS COVERED BOND (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE COVERED BOND, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"OFFSHORE ASSOCIATE" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE **"TAX ACT"**, WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE COVERED BONDS IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE COVERED BONDS IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE.

ANY OFFSHORE ASSOCIATE WHO ACQUIRES THIS COVERED BOND OR ANY INTEREST OR RIGHT IN RESPECT OF THIS COVERED BOND CONTRARY TO THE RESTRICTION ABOVE MAY BE SUBJECT TO AUSTRALIAN WITHHOLDING TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER IN RESPECT OF ANY AMOUNT DEDUCTED BY THE ISSUER ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THE COVERED BOND.

EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE FINAL TERMS (OR, IN THE CASE OF EXEMPT COVERED BONDS, THE APPLICABLE PRICING SUPPLEMENT), BY ITS PURCHASE AND HOLDING OF THIS COVERED BOND (OR ANY INTEREST HEREIN), EACH PURCHASER AND HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND AGREED, THAT EITHER (1) IT IS NOT AND FOR SO LONG AS ITS HOLDS THIS COVERED BOND (OR ANY INTEREST HEREIN) WILL NOT BE (A) AN "EMPLOYEE BENEFIT PLAN" AS DESCRIBED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (ERISA) AND SUBJECT TO TITLE I OF ERISA, (B) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE CODE), (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO INCLUDE, THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN, OR (D) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, OR LOCAL LAW OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (SIMILAR LAW), OR (2) ITS PURCHASE, HOLDING AND DISPOSITION OF THIS COVERED BOND (OR ANY INTEREST HEREIN) DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO SIMILAR LAW, A VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR LAW) FOR WHICH AN EXEMPTION IS NOT AVAILABLE.

THIS SECURITY AND ANY GUARANTEE IN RESPECT THEREOF HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PRINCIPAL AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE PRINCIPAL AGENCY AGREEMENT) AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE ISSUE DATE, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE PURSUANT TO RULE 903 OR 904 OF REGULATIONS UNDER THE SECURITIES ACT.

[FOR THE PURPOSES OF APPLYING THE ORIGINAL ISSUE DISCOUNT RULES UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, (1) THE ISSUE DATE OF THIS REGISTERED GLOBAL COVERED BOND IS []; (2) THE YIELD TO MATURITY IS []% (COMPOUNDED SEMI-ANNUALLY); (3) THIS COVERED BOND IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT IN THE AMOUNT OF U.S.\$[] PER U.S.\$1,000 PRINCIPAL AMOUNT; (4) THE [] METHOD SPECIFIED IN THE PROPOSED TREASURY REGULATIONS HAS BEEN USED TO DETERMINE YIELD AND THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ALLOCABLE TO THE SHORT INITIAL ACCRUAL PERIOD BEGINNING [] AND ENDING []; AND (5) THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ALLOCABLE TO SUCH ACCRUAL PERIOD IS U.S.\$[] PER U.S.\$[] PRINCIPAL AMOUNT.]¹¹

¹¹ Insert and complete if original issue discount applies.

BANK OF QUEENSLAND LIMITED
(ABN 32 009 656 740)
(the **Issuer**)

REGISTERED GLOBAL COVERED BOND
Unconditionally and irrevocably guaranteed as to payment of interest and principal by

PERPETUAL CORPORATE TRUST LIMITED
(AS TRUSTEE OF THE BOQ COVERED BOND TRUST)
(incorporated with limited liability under the laws of New South Wales)
(the Covered Bond Guarantor)

This Covered Bond is a **Registered Global Covered Bond** in respect of a duly authorised issue of Covered Bonds of the Issuer (the **Covered Bonds**) of the Principal Amount Outstanding, Specified Currency(ies) and Specified Denomination(s) as are specified in the Final Terms applicable to the Covered Bonds (the **Final Terms**) (or, in the case of Exempt Covered Bonds, the Pricing Supplement applicable to the Exempt Covered Bonds (the **Pricing Supplement**)), a copy of which is annexed hereto. References herein to the **Final Terms** shall be deemed to include a reference to the **Pricing Supplement** where relevant. References herein to the **Conditions** shall be to the Conditions of the Covered Bonds as set out in Schedule 1 (*Terms and Conditions of the Covered Bonds*) to the Bond Trust Deed (as defined below) as supplemented, replaced and modified by the Final Terms but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, the Final Terms will prevail.

Words and expressions defined in the Conditions shall bear the same meanings when used in this Registered Global Covered Bond.

This Registered Global Covered Bond is issued subject to, and with the benefit of, the Conditions and a bond trust deed (as modified and/or supplemented and/or restated from time to time, the **Bond Trust Deed**) dated 4 May 2017 and made between the Issuer, the Covered Bond Guarantor and BNY Trust Company of Australia Limited (the **Bond Trustee**).

The Issuer, subject to and in accordance with the Conditions and the Bond Trust Deed, agrees to pay to such registered holder on the Final Maturity Date and/or on such earlier date(s) as all or any of the Covered Bonds represented by this Registered Global Covered Bond may become due and repayable in accordance with the Conditions and the Bond Trust Deed, the amount payable under the Conditions in respect of such Covered Bonds on each such date and to pay interest (if any) on the Principal Amount Outstanding of the Covered Bonds from time to time represented by this Registered Global Covered Bond calculated and payable as provided in the Conditions and the Bond Trust Deed together with any other sums payable under the Conditions and the Bond Trust Deed, upon presentation and, at maturity, surrender of this Registered Global Covered Bond at the specified office of the Registrar at 2-4 Eugene Ruppert, Vertigo Building, Polaris L-2453 Luxembourg or such other specified office as may be specified in the Final Terms. On any redemption in whole or in part or payment of interest being made in respect of, or purchase and cancellation of, any of the Covered Bonds represented by this Registered Global Covered Bond details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in Schedule One hereto and the relevant space in Schedule One hereto recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Issuer. Upon any such redemption or purchase and cancellation the Principal Amount Outstanding of this Registered Global Covered Bond and the Covered Bonds held by the registered holder hereof shall be reduced by the Principal Amount Outstanding of such Covered Bonds so redeemed or purchased and cancelled. The Principal Amount Outstanding of this Registered Global Covered Bond and of the Covered Bonds held by the registered holder hereof following any such redemption or purchase and cancellation as aforesaid or any transfer or exchange as referred to below shall be the Principal Amount Outstanding most recently entered in the relevant column in Part II or III of Schedule One hereto or in Schedule Two hereto.

This Registered Global Covered Bond may be exchanged (free of charge) in whole, but not in part, for Registered Definitive Covered Bonds without Coupons or Talons attached only upon the occurrence of an Exchange Event.

An "**Exchange Event**" means

in the case of Covered Bonds registered in the name of a common depositary for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**) or its nominee, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available.

Upon the occurrence of an Exchange Event:

- (i) the Issuer will promptly give notice to Covered Bondholders in accordance with Condition 13 (Notices) of the occurrence of such Exchange Event; and
- (ii) Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in this Registered Global Covered Bond) or the Bond Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in 0 above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

Covered Bonds represented by this Registered Global Covered Bond are transferable only in accordance with, and subject to, the provisions hereof and of the applicable Principal Agency Agreement (as amended, supplemented, restated and/or novated from time to time) and the rules and operating procedures of Euroclear and/or Clearstream, Luxembourg.

On any exchange or transfer pursuant to which either (i) Covered Bonds represented by this Registered Global Covered Bond are no longer to be so represented or (ii) Covered Bonds not so represented are to be so represented, details of such exchange or transfer shall be entered by or on behalf of the Issuer in Schedule Two hereto and the relevant space in Schedule Two hereto recording such transfer shall be signed by or on behalf of the Issuer, whereupon the Principal Amount Outstanding of this Registered Global Covered Bond and the Covered Bonds held by the registered holder hereof shall be increased or reduced (as the case may be) by the Principal Amount Outstanding so exchanged or transferred.

Subject as provided in the following two paragraphs, until the exchange of the whole of this Registered Global Covered Bond as aforesaid, the registered holder hereof shall in all respects be entitled to the same benefits as if he were the registered holder of Registered Definitive Covered Bonds in the form set out in Part 7 (Form of *Registered Definitive Covered Bond*) of Schedule 1 (*Forms of Global and Definitive Covered Bonds, Coupons and Talons*) to the Bond Trust Deed.

Where this Registered Global Covered Bond is registered in the name of a common depositary for Euroclear and/or Clearstream, Luxembourg or its nominee, and subject as provided in the Bond Trust Deed, each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as entitled to a particular Principal Amount Outstanding of the Covered Bonds represented by this Registered Global Covered Bond (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the Principal Amount Outstanding of such Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be the holder of such Principal Amount Outstanding of the Covered Bonds for all purposes other than with respect to payments of principal and interest on such Principal Amount Outstanding of such Covered Bonds for which purpose the registered holder of this Registered Global Covered Bond shall be deemed to be the holder of such Principal Amount Outstanding of the Covered Bonds in accordance with and subject to the terms of this Registered Global Covered Bond and the Bond Trust Deed.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Registered Global Covered Bond, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Registered Global Covered Bond and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law.

This Registered Global Covered Bond shall not be valid unless authenticated by The Bank of New York Mellon SA/NV, Luxembourg Branch, as Registrar.

IN WITNESS whereof the Issuer has caused this Registered Global Covered Bond to be signed manually or in facsimile by a person duly authorised on its behalf

BANK OF QUEENSLAND LIMITED

By:
Authorised Signatory¹²

Authenticated by
The Bank of New York Mellon SA/NV, Luxembourg Branch
as Registrar

By:
Authorised Signatory

Important Notes:

The Covered Bond Guarantor has guaranteed certain obligations of the Issuer in respect of this Registered Global Covered Bond only in its role as trustee of the Trust and in no other capacity. Any obligation or liability of the Covered Bond Guarantor arising under or in any way connected with the Trust under the Establishment Deed, the Bond Trust Deed, this Registered Global Covered Bond or any other Programme Document is limited to the extent to which it can be satisfied out of the Assets of the Trust out of which the Covered Bond Guarantor is actually indemnified for the obligation or liability. This limitation will not apply to any obligation or liability of the Covered Bond Guarantor only to the extent that it is not so satisfied because of any fraud, negligence or wilful default on the part of the Covered Bond Guarantor. Full terms of the Covered Bond Guarantor's limitation of liability (including certain exceptions to it) are set out in the Programme Documents.

¹² This signature may be affixed manually or by facsimile – see clause 3.2(c) of the Bond Trust Deed.

PART 7

FORM OF REGISTERED DEFINITIVE COVERED BOND

NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED BELOW) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS COVERED BOND OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS COVERED BOND (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE COVERED BOND, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"OFFSHORE ASSOCIATE" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE **"TAX ACT"**, WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE COVERED BONDS IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE COVERED BONDS IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS COVERED BOND OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE.

ANY OFFSHORE ASSOCIATE WHO ACQUIRES THIS COVERED BOND OR ANY INTEREST OR RIGHT IN RESPECT OF THIS COVERED BOND CONTRARY TO THE RESTRICTION ABOVE MAY BE SUBJECT TO AUSTRALIAN WITHHOLDING TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER IN RESPECT OF ANY AMOUNT DEDUCTED BY THE ISSUER ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THE COVERED BOND.

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PRINCIPAL AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE PRINCIPAL AGENCY AGREEMENT) AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE ISSUE DATE, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT.

[FOR THE PURPOSES OF APPLYING THE ORIGINAL ISSUE DISCOUNT RULES UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, (1) THE ISSUE DATE OF THIS REGISTERED DEFINITIVE COVERED BOND IS []; (2) THE YIELD TO MATURITY IS []% (COMPOUNDED SEMI-ANNUALLY); (3) THIS REGISTERED DEFINITIVE COVERED BOND IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT IN THE AMOUNT OF U.S.\$[] PER U.S.\$1,000 PRINCIPAL AMOUNT; (4) THE [] METHOD SPECIFIED IN THE TREASURY REGULATIONS HAS BEEN USED TO DETERMINE YIELD AND THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ALLOCABLE TO THE SHORT INITIAL ACCRUAL PERIOD BEGINNING

[] AND ENDING []; AND (5) THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ALLOCATED TO SUCH ACCRUAL PERIOD IS U.S.\$[] PER U.S.\$[] PRINCIPAL AMOUNT.]¹³

¹³ Insert and complete if original issue discount applies.

BANK OF QUEENSLAND LIMITED

(ABN 32 009 656 740)

(the **Issuer**)

REGISTERED DEFINITIVE COVERED BOND

Unconditionally and irrevocably guaranteed as to payment of interest and principal by

PERPETUAL CORPORATE TRUST LIMITED

(AS TRUSTEE OF THE BOQ COVERED BOND TRUST)

(incorporated with limited liability under the laws of New South Wales)

(the Covered Bond Guarantor)

This Covered Bond is a **Registered Definitive Covered Bond** in respect of a duly authorised issue of Covered Bonds of [Specified Currency(ies) and Specified Denomination(s)] each of the Issuer (the **Covered Bonds**) of the Aggregate Principal Amount Outstanding, Specified Currency(ies) and the Specified Denomination(s) as are specified in the Final Terms applicable to the Covered Bonds (the **Final Terms**) (or, in the case of Exempt Covered Bonds, the Pricing Supplement applicable to the Exempt Covered Bonds (the **Pricing Supplement**)), a copy of which is annexed hereto. References herein to the **Final Terms** shall be deemed to include a reference to the **Pricing Supplement** where relevant. References herein to the **Conditions** shall be to the Terms and Conditions of the Covered Bonds as set out in Schedule 1 (*Terms and Conditions of the Covered Bonds*) to the Bond Trust Deed (as defined below) as supplemented, replaced and modified by the Final Terms but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, the Final Terms will prevail.

Words and expressions defined in the Conditions shall bear the same meanings when used in this Registered Definitive Covered Bond.

This Registered Definitive Covered Bond is issued subject to, and with the benefit of, the Conditions and a bond trust deed (such bond trust deed as modified and/or supplemented and/or restated from time to time, the **Bond Trust Deed**) dated 4 May 2017 and made between (*inter alios*) the Issuer, the Covered Bond Guarantor and BNY Trust Company of Australia Limited (the **Bond Trustee**).

THIS IS TO CERTIFY that [] is/are the registered holder(s) of one or more of the above-mentioned Registered Definitive Covered Bonds and is/are entitled on the Final Maturity Date and/or on such earlier date as this Registered Definitive Covered Bond may become due and repayable in accordance with the Conditions and the Bond Trust Deed, to the amount payable or assets deliverable, as the case may be, on redemption of this Registered Definitive Covered Bond and to receive interest (if any) on the Principal Amount Outstanding of this Registered Definitive Covered Bond calculated and payable as provided in the Conditions and the Bond Trust Deed together with any other sums payable under the Conditions and the Bond Trust Deed.

This Registered Definitive Covered Bond and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law.

This Registered Definitive Covered Bond shall not be valid unless authenticated by The Bank of New York Mellon SA/NV, Luxembourg Branch, as Registrar.

IN WITNESS whereof this Registered Definitive Covered Bond has been executed on behalf of the Issuer.

Issued as of [], 20[].

BANK OF QUEENSLAND LIMITED

By:
Authorised Signatory¹⁴

Authenticated by
The Bank of New York Mellon SA/NV, Luxembourg Branch
as Registrar

By:
Authorised Signatory

Important Notes:

The Covered Bond Guarantor has guaranteed certain obligations of the Issuer in respect of this Registered Definitive Covered Bond only in its role as trustee of the Trust and in no other capacity. Any obligation or liability of the Covered Bond Guarantor arising under or in any way connected with the Trust under the Establishment Deed, the Bond Trust Deed, this Registered Definitive Covered Bond or any other Programme Document is limited to the extent to which it can be satisfied out of the Assets of the Trust out of which the Covered Bond Guarantor is actually indemnified for the obligation or liability. This limitation will not apply to any obligation or liability of the Covered Bond Guarantor only to the extent that it is not so satisfied because of any fraud, negligence or wilful default on the part of the Covered Bond Guarantor. Full terms of the Covered Bond Guarantor's limitation of liability (including certain exceptions to it) are set out in the Programme Documents.

¹⁴ This signature may be affixed manually or by facsimile – see clause 3.3(c) of the Bond Trust Deed.

- FORM OF TRANSFER OF REGISTERED DEFINITIVE COVERED BOND -

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) to

.....
.....
.....

(Please print or type name and address (including postal code) of transferee)

[Specified Currency][] Principal Amount Outstanding of this Registered Definitive Covered Bond and all rights hereunder, hereby irrevocably constituting and appointing as attorney to transfer such Principal Amount Outstanding of this Registered Definitive Covered Bond in the Register maintained by the Registrar on behalf of BANK OF QUEENSLAND LIMITED with full power of substitution.

Signature(s)
.....

Date:

N.B.: This form of transfer must be accompanied by such documents, evidence and information as may be required pursuant to the Conditions and must be executed under the hand of the transferor or, if the transferor is a corporation, either under its common seal or under the hand of two of its officers duly authorised in writing and, in such latter case, the document so authorising such officers must be delivered with this form of transfer.

[Conditions]

[Conditions to be as set out in Schedule 1 (*Terms and Conditions of the Covered Bonds*) to this Bond Trust Deed or such other form as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), but shall not be endorsed if not required by the relevant Stock Exchange (if any).]

[Final Terms/Pricing Supplement]

[Here to be set out text of the relevant information supplementing, replacing or modifying the Conditions which appear in the Final Terms or, in the case of Exempt Covered Bonds, the Pricing Supplement relating to the Covered Bonds]

SCHEDULE 3

FORM OF NOTICE TO PAY

[On the letterhead of the Bond Trustee]

To: Perpetual Corporate Trust Limited ABN 99 000 341 533 (as trustee of the BOQ Covered Bond Trust) (the **Covered Bond Guarantor**)

Copy: P.T. Limited ABN 67 004 454 666 (**Security Trustee**)
B.Q.L. Management Pty Ltd ABN 87 081 052 342 (**Trust Manager**)

[insert date]

Dear Sirs,

Notice to Pay under Covered Bond Guarantee

We refer to the AUD3,250,000,000 BOQ Covered Bond Programme of the Issuer and the Bond Trust Deed dated 4 May 2017 (as amended and restated on 13 December 2018) made between the Issuer, the Covered Bond Guarantor, the Trust Manager and the Bond Trustee (the **Bond Trust Deed**).

We hereby confirm that an Issuer Event of Default has occurred and that we have served an Issuer Acceleration Notice on the Issuer. Accordingly, this notice shall constitute a Notice to Pay which is served upon the Covered Bond Guarantor pursuant to clause 7 of the Bond Trust Deed.

Unless the context otherwise requires, capitalised terms used in this Notice to Pay and not defined herein shall have the meanings provided in the Definitions Schedule entered into between, amongst others, the Issuer, the Covered Bond Guarantor, the Trust Manager and the Bond Trustee.

Yours faithfully,

BNY Trust Company of Australia Limited

SCHEDULE 4

PROVISIONS FOR MEETINGS OF COVERED BONDHOLDERS

1. (a) As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:
 - (i) **voting certificate** means an English language certificate issued by a Paying Agent and dated in which it is stated:
 - (A) that on the date thereof Bearer Covered Bonds (whether in definitive form or represented by a Bearer Global Covered Bond and not being Bearer Covered Bonds in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjourned such meeting) were deposited with such Paying Agent or (to the satisfaction of such Paying Agent) were held to its order or under its control or blocked in an account with a clearing system and that no such Bearer Covered Bonds will cease to be so deposited or held or blocked until the first to occur of:
 - I. the conclusion of the meeting specified in such certificate or, if later, of any adjourned such meeting; and
 - II. the surrender of the certificate to the Paying Agent who issued the same; and
 - (B) that the bearer thereof is entitled to attend and vote at such meeting and any adjourned such meeting in respect of the Bearer Covered Bonds represented by such certificate;
 - (ii) **block voting instruction** means an English language document issued by a Paying Agent and dated in which:
 - (A) it is certified that Bearer Covered Bonds (whether in definitive form or represented by a Bearer Global Covered Bond and not being Bearer Covered Bonds in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction and any adjourned such meeting) have been deposited with such Paying Agent or (to the satisfaction of such Paying Agent) were held to its order or under its control or blocked in an account with a clearing system and that no such Bearer Covered Bonds will cease to be so deposited or held or blocked until the first to occur of:
 - I. the conclusion of the meeting specified in such document if later, of any adjourned such meeting; and
 - II. the surrender to the Paying Agent not less than 48 hours before the time for which such meeting or any adjourned such meeting is convened of the receipt issued by such Paying Agent in respect of each such deposited Bearer Covered Bond which is to be released or (as the case may require) the Bearer Covered Bond or Bearer Covered Bonds ceasing with the agreement of the Paying Agent to be held to its order or under its control or so blocked and the giving of notice by the Paying Agent to the Issuer in accordance with

paragraph 17 hereof of the necessary amendment to the block voting instruction;

- (B) it is certified that each holder of such Bearer Covered Bonds has instructed such Paying Agent that the vote(s) attributable to the Bearer Covered Bond or Bearer Covered Bonds so deposited or held or blocked should be cast in a particular way in relation to the resolution or resolutions to be put to such meeting or any adjourned such meeting and that all such instructions are during the period commencing 48 hours prior to the time for which such meeting or any adjourned such meeting is convened and ending at the conclusion or adjournment thereof neither revocable nor capable of amendment;
 - (C) the aggregate principal amount of the Bearer Covered Bonds so deposited or held or blocked are listed distinguishing with regard to each such resolution between those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
 - (D) one or more persons named in such document (each hereinafter called a proxy) is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Bearer Covered Bonds so listed in accordance with the instructions referred to in (B) above as set out in such document;
- (iii) **24 hours** means a period of 24 hours including all or part of a day upon which banks are open for business in both the place where the relevant meeting is to be held, in each of the places where the Paying Agents have their specified offices and in the location of the A\$ Register maintained by the A\$ Registrar (disregarding for this purpose the day upon which such meeting is to be held) and such period will be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business in all of the places as aforesaid; and
- (iv) **48 hours** means a period of 48 hours including all or part of two days upon which banks are open for business both in the place where the relevant meeting is to be held in each of the places where the Paying Agents have their specified offices and in the location of the A\$ Register maintained by the A\$ Registrar (disregarding for this purpose the day upon which such meeting is to be held) and such period will be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of two days upon which banks are open for business in all of the places as aforesaid.
- (b) A holder of a Bearer Covered Bond (whether in definitive form or represented by a Bearer Global Covered Bond) may obtain a voting certificate in respect of such Covered Bond from a Paying Agent or require a Paying Agent to issue a block voting instruction in respect of such Covered Bond by depositing such Bearer Covered Bond with such Paying Agent or (to the satisfaction of such Paying Agent) by such Bearer Covered Bond being held to its order or under its control or being blocked in an account with a clearing system, in each case not less than 48 hours before the time fixed for the relevant meeting and on the terms set out in subparagraph 1(a)(i)(A) or 1(a)(ii)(A) above (as the case may be), and (in the case of a block voting instruction) instructing such Paying Agent to the effect set out in subparagraph 1(a)(ii)(B) above. The holder of any voting certificate or the proxies named in any block voting instruction will for all purposes in connection with the relevant meeting or adjourned meeting of Covered Bondholders be deemed to be the holder of the Bearer

Covered Bonds to which such voting certificate or block voting instruction relates and the Paying Agent with which such Bearer Covered Bonds have been deposited or the person holding the same to the order or under the control of such Paying Agent or the clearing system in which such Bearer Covered Bonds have been blocked will be deemed for such purposes not to be the holder of those Bearer Covered Bonds.

- (c) (i) A holder of Registered Covered Bonds (whether in definitive form or represented by a Registered Global Covered Bond) or A\$ Registered Covered Bonds may, by an instrument in writing in the English language (a **form of proxy**) signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the specified office of the Registrar or, in the case of A\$ Registered Covered Bonds, the A\$ Registrar not less than 48 hours before the time fixed for the relevant meeting, appoint any person (a **proxy**) to act on his or its behalf in connection with any meeting of the Covered Bondholders and any adjourned such meeting.
- (ii) Any holder of Registered Covered Bonds (whether in definitive form or represented by a Registered Global Covered Bond) or A\$ Registered Covered Bonds which is a corporation may by resolution of its directors or other governing body authorise any person to act as its representative (a **representative**) in connection with any meeting of the Covered Bondholders and any adjourned such meeting.
- (iii) Any proxy appointed pursuant to subparagraph (i) above or representative appointed pursuant to subparagraph (ii) above will so long as such appointment remains in force be deemed, for all purposes in connection with the relevant meeting or adjourned meeting of the Covered Bondholders, to be the holder of the A\$ Registered Covered Bonds or Registered Covered Bonds to which such appointment relates and the holder of the A\$ Registered Covered Bonds or Registered Covered Bonds will be deemed for such purposes not to be the holder.

2. The Issuer, the Covered Bond Guarantor (acting on the direction of the Trust Manager) or the Bond Trustee or (in relation to a meeting for the passing of a Programme Resolution) the Covered Bondholders of any Series may at any time and the Issuer must upon a requisition in writing in the English language signed by the holders of not less than one tenth of the Principal Amount Outstanding of the Covered Bonds for the time being outstanding convene a meeting of the Covered Bondholders and if the Issuer defaults for a period of seven days in convening such a meeting the same may be convened by the Bond Trustee or the requisitionists. Every such meeting will be held at such time and place as the Bond Trustee may approve. The Bond Trustee may convene a single meeting of the holders of Covered Bonds of more than one Series if in the opinion of the Bond Trustee there is no conflict between the respective interests of the holders of the relevant Series, in which event the provisions of this Schedule will apply thereto *mutatis mutandis*.

3. At least 21 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is to be held) specifying the place, day and hour of meeting must be given to the holders of the relevant Covered Bonds prior to any meeting of such holders in the manner provided by Condition 13 (Notices) of the relevant Conditions. Such notice, which must be in the English language, must state generally the nature of the business to be transacted at the meeting thereby convened but (except for an Extraordinary Resolution) it will not be necessary to specify in such notice the terms of any resolution to be proposed. Such notice must include statements, if applicable, to the effect that: (a) Bearer Covered Bonds may, not less than 48 hours before the time fixed for the meeting, be deposited with Paying Agents or (to their satisfaction) held to their order or under their control or blocked in an account with a clearing system for the purpose of obtaining voting certificates or appointing proxies; and (b) the holders of Registered Covered Bonds and A\$ Registered Covered Bonds may appoint proxies by executing and delivering a form of proxy in the English language to the specified office of the Registrar or, in the case of the A\$ Registered Covered

Bonds, the A\$ Registrar not less than 48 hours before the time fixed for the meeting or, in the case of corporations, may appoint representatives by resolution of their directors or other governing body. A copy of the notice must be sent to the Bond Trustee (unless the meeting is convened by the Bond Trustee), and to the Issuer (unless the meeting is convened by the Issuer) and to the Covered Bond Guarantor (unless the meeting is convened by the Covered Bond Guarantor).

4. A person (who may but need not be a Covered Bondholder) nominated in writing by the Bond Trustee will be entitled to take the chair at the relevant meeting or adjourned meeting but if no such nomination is made or if at any meeting or adjourned meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting or adjourned meeting the Covered Bondholders present must choose one of their number to be Chairman, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.
5. At any such meeting one or more persons present holding Definitive Covered Bonds or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one twentieth of the Principal Amount Outstanding of the Covered Bonds of the relevant Series for the time being outstanding will (except for the purpose of passing an Extraordinary Resolution or a Programme Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chairman) will be transacted at any meeting unless the requisite quorum be present at the commencement of the relevant business. The quorum at any such meeting for passing an Extraordinary Resolution (subject as provided below) will be one or more persons present holding Bearer Definitive Covered Bonds or voting certificates or being proxies or representatives and holding or representing in the aggregate a clear majority in Principal Amount Outstanding of the Covered Bonds of the relevant Series for the time being outstanding provided that at any meeting the business of which includes any of the following matters (each of which will, subject only to Clause 20.1, only be capable of being effected after having been approved by Extraordinary Resolution) namely:
 - (a) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds;
 - (b) alteration of the currency in which payments under the Covered Bonds and Coupons are to be made other than pursuant to Condition 5(i) of the Conditions;
 - (c) alteration of the quorum or the majority required to pass an Extraordinary Resolution;
 - (d) any amendment to the Covered Bond Guarantee or the Security Deed (other than any amendment that Bond Trustee determines is not materially prejudicial to the interests of the Covered Bondholders of any Series or any amendment which is of a formal, minor or technical nature or is in the opinion of the Bond Trustee made to correct a manifest error or proven error or to comply with mandatory provisions of law);
 - (e) except in accordance with Condition 6(h) (Redemption and Purchase – Cancellation) of the Conditions or the provision relating to substitution in Condition 14 of the Conditions, the sanctioning of any scheme or proposal as is described in paragraph 18(j) below; and
 - (f) alteration of this proviso or the proviso to paragraph 6 below or the alteration of the definition of Series Reserved Matter in Condition 14 of the relevant Conditions,

(each a **Series Reserved Matter**), the quorum will be one or more persons present holding Definitive Covered Bonds or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than two thirds of the aggregate Principal Amount Outstanding

of the Covered Bonds of such Series for the time being outstanding. Notwithstanding the foregoing, the quorum at any such meeting for passing a Programme Resolution will be one or more persons present holding or representing in the aggregate at least a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding.

6. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any such meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting will if convened upon the requisition of Covered Bondholders be dissolved. In any other case it will stand adjourned to the same day in the next week (or if such day is a public holiday the next succeeding business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it will stand adjourned for such period, being not less than 13 clear days nor more than 42 clear days, and to such place as may be appointed by the Chairman either at or subsequent to such meeting and approved by the Bond Trustee). If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting will be dissolved. At any adjourned meeting one or more persons present holding Bearer Definitive Covered Bonds or voting certificates or being proxies or representatives (whatever the Principal Amount Outstanding of the Covered Bonds then outstanding so held or represented by them) of the relevant Series will (subject as provided below) form a quorum and will have power to pass any Extraordinary Resolution, or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present provided that at any adjourned meeting the quorum for the transaction of business comprising any of the matters specified in the proviso to paragraph 5 above will be one or more persons present holding Bearer Definitive Covered Bonds or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the aggregate Principal Amount Outstanding of the Covered Bonds for the time being outstanding.
7. Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted must be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 3 above and such notice must state the relevant quorum. Subject as aforesaid it will not be necessary to give any notice of an adjourned meeting.
8. Every question submitted to a meeting must be decided in the first instance by a show of hands and in case of equality of votes the Chairman will both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Covered Bondholder or as a holder of a voting certificate or as a proxy or as a representative.
9. At any meeting unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, the Issuer, the Covered Bond Guarantor, the Bond Trustee or any person present holding a Definitive Covered Bond or a voting certificate or being a proxy or representative (whatever the Principal Amount Outstanding of the Covered Bonds so held or represented by him) a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
10. Subject to paragraph 12 below, if at any such meeting a poll is so demanded it must be taken in such manner and subject as hereinafter provided either at once or after an adjournment as the Chairman directs and the result of such poll will be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll will not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.

11. The Chairman may with the consent of (and must if directed by) any such meeting adjourn the same from time to time and from place to place but no business will be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.
12. Any poll demanded at any such meeting on the election of the Chairman or on any question of adjournment must be taken at the meeting without adjournment.
13. The Bond Trustee and its lawyers and any director, officer or employee of a corporation being a bond trustee of this Bond Trust Deed and any director or officer of the Issuer or the Covered Bond Guarantor, as the case may be, and its or their lawyers and any other person authorised so to do by the Bond Trustee may attend and speak at any meeting. Save as aforesaid, but without prejudice to the proviso to the definition of outstanding in the Definitions Schedule, no person will be entitled to attend and speak nor will any person be entitled to vote at any meeting of Covered Bondholders or join with others in requesting the convening of such a meeting or to exercise the rights conferred on Covered Bondholders by Condition 9 unless he either produces the Bearer Definitive Covered Bond or Bearer Definitive Covered Bonds of which he is the holder or a voting certificate or is a proxy or a representative or is the holder of an A\$ Registered Covered Bond, a Registered Definitive Covered Bond or Registered Definitive Covered Bonds. No person will be entitled to vote at any meeting in respect of Covered Bonds held by, for the benefit of, or on behalf of, the Issuer or the Covered Bond Guarantor, any Subsidiary of the Issuer or the Covered Bond Guarantor, any holding company of the Issuer or the Covered Bond Guarantor or any other Subsidiary of any such holding company. Nothing herein will prevent any of the proxies named in any block voting instruction or form of proxy or any representative from being a director, officer or representative of or otherwise connected with the Issuer or the Covered Bond Guarantor.
14. Subject as provided in paragraph 13 hereof at any meeting:
 - (a) on a show of hands every person who is present in person and produces a Bearer Definitive Covered Bond or voting certificate or is a holder of an A\$ Registered Covered Bond or a Registered Definitive Covered Bond or is a proxy or representative will have one vote; and
 - (b) on a poll every person who is so present will have one vote in respect of each A\$1 or such other amount as the Bond Trustee may in its absolute discretion stipulate (or, in the case of meetings of holders of Covered Bonds denominated in another currency, such amount in such other currency as the Bond Trustee in its absolute discretion may stipulate) in the Principal Amount Outstanding of the Bearer Definitive Covered Bonds so produced or represented by the voting certificate so produced or in respect of which he is a proxy or representative or in respect of which (being an A\$ Registered Covered Bonds or Registered Definitive Covered Bond) he is the registered holder.

Without prejudice to the obligations of the proxies named in any block voting instruction or form of proxy any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

15. The proxies named in any block voting instruction or form of proxy and representatives need not be Covered Bondholders.
16. Each block voting instruction together (if so requested by the Bond Trustee) with proof satisfactory to the Bond Trustee of its due execution on behalf of the relevant Paying Agent and each form of proxy must be deposited by the relevant Paying Agent or (as the case may be) by the Registrar or the Transfer Agent at such place as the Bond Trustee will approve not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction or form of proxy propose to vote and in default the block voting instruction or form of proxy will not be treated as valid unless the Chairman of the meeting decides otherwise

before such meeting or adjourned meeting proceeds to business. A copy of each block voting instruction and form of proxy must (if the Bond Trustee so requires) be deposited with the Bond Trustee before the commencement of the meeting or adjourned meeting but the Bond Trustee will not thereby be obliged to investigate or be concerned with the validity of or the authority of the proxies named in any such block voting instruction or form of proxy.

17. Any vote given in accordance with the terms of a block voting instruction or form of proxy will be valid notwithstanding the previous revocation or amendment of the block voting instruction or form of proxy or of any of the relevant Covered Bondholders' instructions pursuant to which it was executed provided that no intimation in writing of such revocation or amendment will have been received from the relevant Paying Agent or in the case of an A\$ Registered Covered Bonds or a Registered Covered Bond from the holder thereof by the Issuer at its registered office (or such other place as may have been required or approved by the Bond Trustee for the purpose) by the time being 24 hours and 48 hours respectively before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction or form of proxy is to be used.
18. A meeting of the Covered Bondholders will in addition to the powers hereinbefore given have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in paragraphs 5 and 6 above) namely:
 - (a) Power to sanction any compromise or arrangement proposed to be made between the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, any Appointee and the Covered Bondholders and Couponholders or any of them.
 - (b) Power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Bond Trustee, any Appointee, the Covered Bondholders, Couponholders, the Issuer or the Covered Bond Guarantor or against any other or others of them or against any of their property whether such rights arise under this Bond Trust Deed or otherwise.
 - (c) Power to assent to any modification of the provisions of this Bond Trust Deed which are proposed by the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee or any Covered Bondholder.
 - (d) Power to sanction any consent or approval or direction to be given by the Bond Trustee or the Security Trustee under or in relation to any of the Programme Documents.
 - (e) Power to give any authority or sanction which under the provisions of this Bond Trust Deed is required to be given by Extraordinary Resolution.
 - (f) Power to appoint any persons (whether Covered Bondholders or not) as a committee or committees to represent the interests of the Covered Bondholders and to confer upon such committee or committees any powers or discretions which the Covered Bondholders could themselves exercise by Extraordinary Resolution.
 - (g) Power to approve of a person to be appointed a trustee, and power to remove any trustee or trustees, for the time being of the trusts established under this Bond Trust Deed.
 - (h) Power to discharge or exonerate the Bond Trustee and/or any Appointee from all liability in respect of any act or omission for which the Bond Trustee and/or such Appointee may have become responsible under this Bond Trust Deed.
 - (i) Power to authorise the Bond Trustee and/or any Appointee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution.

- (j) Power to sanction any scheme or proposal for the exchange or sale of the Covered Bonds for or the conversion of the Covered Bonds into or the cancellation of the Covered Bonds in consideration of shares, stock, covered bonds, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, bonds, covered bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash and for the appointment of some person with power on behalf of the Covered Bondholders to execute an instrument of transfer of the A\$ Registered Covered Bonds or Registered Covered Bonds held by them in favour of the persons with or to whom the Covered Bonds are to be exchanged or sold respectively.
- (k) Power to approve the substitution of any entity for the Issuer or the Covered Bond Guarantor (or any previous substitute) as principal debtor or guarantor under this Bond Trust Deed.
19. Any resolution (i) passed at a meeting of the Covered Bondholders in respect of one or more Series duly convened and held in accordance with this Bond Trust Deed, (ii) passed as a resolution in writing in accordance with this Bond Trust Deed or (iii) passed by way of electronic consents given by holders through the relevant clearing system(s) in accordance with this Bond Trust Deed will be binding upon all the Covered Bondholders in respect of the relevant Series whether present or not present at any meeting and whether or not voting on the resolution and upon all Couponholders in respect of the relevant Series and each of them will be bound to give effect thereto accordingly and the passing of any such resolution will be conclusive evidence that the circumstances justify the passing thereof. Notice of the result of the voting on any resolution duly considered by the Covered Bondholders in respect of the relevant Series must be published in accordance with Condition 13 (Notices) of the relevant Conditions by the Issuer within 14 days of such result being known provided that the non-publication of such notice will not invalidate such result.
20. The expression **Extraordinary Resolution** when used in this Bond Trust Deed means: (a) a resolution passed at a meeting of the Covered Bondholders duly convened and held in accordance with this Bond Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll; or (b) a resolution in writing signed by or on behalf of Covered Bondholders holding not less than seventy five per cent. in Principal Amount Outstanding of the Covered Bonds then outstanding, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Covered Bondholders or (c) passed by way of electronic consents given by holders through the relevant clearing system(s) (in a form satisfactory to the Bond Trustee) by or on behalf of the Covered Bondholders of not less than three fourths in Principal Amount Outstanding for the time being outstanding.
21. Any Extraordinary Resolution to direct the Bond Trustee to accelerate the Covered Bonds pursuant to Condition 9(a) or to give a Covered Bond Guarantee Acceleration Notice pursuant to Condition 9(b) or to direct the Bond Trustee or the Security Trustee or to direct the Bond Trustee to direct the Security Trustee to take any enforcement action or to direct the Bond Trustee to determine that any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default will not be treated as such for the purposes of the Bond Trust Deed (each a **Programme Resolution**) will only be capable of being passed at a single meeting of the Covered Bondholders of all Series then outstanding. Any such meeting to consider a Programme Resolution may be convened by the Issuer, the Covered Bond Guarantor (acting at the direction of the Trust Manager) or the Bond Trustee or by the Covered Bondholders of any Series. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing at least a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding or at any adjourned such meeting one or more persons holding or representing Covered Bonds whatever the Principal

Amount Outstanding of the Covered Bonds of any Series so held or represented. A Programme Resolution passed at any meeting of the Covered Bondholders of all Series will be binding on all the Covered Bondholders of all Series, whether or not they are present at the meeting, and on all related Couponholders.

22. Minutes of all resolutions and proceedings at every meeting of the Covered Bondholders must be made and entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings transacted will be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made will be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed or transacted.
23. (a) If and whenever the Issuer will have issued and have outstanding Covered Bonds of more than one Series the foregoing provisions of this Schedule will have effect subject to the following modifications:
- (i) a resolution which in the opinion of the Bond Trustee affects the Covered Bonds of only one Series will be deemed to have been duly passed if passed at a separate meeting of the holders of the Covered Bonds of that Series;
 - (ii) a resolution which in the opinion of the Bond Trustee affects the Covered Bonds of more than one Series but does not give rise to a conflict of interest between the holders of Covered Bonds of any of the Series so affected will be deemed to have been duly passed if passed at a single meeting of the holders of the Covered Bonds of all the Series so affected;
 - (iii) a resolution which in the opinion of the Bond Trustee affects the Covered Bonds of more than one Series and gives or may give rise to a conflict of interest between the holders of the Covered Bonds of one Series or group of Series so affected and the holders of the Covered Bonds of another Series or group of Series so affected will be deemed to have been duly passed only if passed at separate meetings of the holders of the Covered Bonds of each Series or group of Series so affected;
 - (iv) a Programme Resolution will be deemed to have been duly passed only if passed at a single meeting of the Covered Bondholders of all Series then outstanding; and
 - (v) to all such meetings all the preceding provisions of this Schedule will *mutatis mutandis* apply as though references therein to Covered Bonds and Covered Bondholders were references to the Covered Bonds of the Series or group of Series in question or to the holders of such Covered Bonds, as the case may be.
- (b) If the Issuer will have issued and have outstanding Covered Bonds which are not denominated in Australian Dollars, in the case of any meeting of holders of Covered Bonds of more than one currency, the Principal Amount Outstanding of such Covered Bonds will:
- (i) for the purposes of paragraph 2 above be the equivalent in Australian dollars, converted at the relevant Covered Bond Swap Rate on the seventh dealing day prior to the day on which the requisition in writing is received by the Issuer; and
 - (ii) for the purposes of paragraphs 5, 6 and 14 above (whether in respect of the meeting or any adjourned such meeting or any poll resulting therefrom) be the equivalent in Australian dollars, converted at the relevant Covered Bond Swap Rate. In such circumstances, on any poll each person present will have one vote for each A\$1 (or such other A\$ amount as the Bond Trustee may in its absolute discretion stipulate)

in Principal Amount Outstanding of the Covered Bonds (converted as above) which he holds or represents.

24. Subject to all other provisions of this Bond Trust Deed the Bond Trustee may without the consent of the Issuer, the Covered Bond Guarantor, the Covered Bondholders or the Couponholders prescribe such further, alternative or other regulations regarding the requisitioning and/or the holding of meetings of Covered Bondholders and attendance and voting thereat as the Bond Trustee may in its sole discretion think fit.

SCHEDULE 5

FORM OF FINAL TERMS

Set out below is the form of Final Terms which, will be completed for each Tranche of Covered Bonds issued under the Programme which are not Exempt Covered Bonds and which have a minimum denomination of €100,000 (or its equivalent in any other currency). Text in this section appearing in italics does not form part of the Final Terms but denotes directions for completing the Final Terms.

[Date]

Bank of Queensland Limited

Issuer Legal Entity Identifier (LEI): 549300WFIN7T02UKDG08

Issue of [Aggregate Nominal Amount of Tranche or Series] [Title of Covered Bonds]

under the AUD3,250,000,000 BOQ Covered Bond Programme

unconditionally and irrevocably guaranteed as to payments of interest and principal by

Perpetual Corporate Trust Limited

as trustee of the BOQ Covered Bond Trust (the Trust)

The Covered Bonds described in these Final Terms have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), or under any securities laws of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons as defined in Regulation S under the Securities Act (**Regulation S**) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction.

PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

[MiFID II PRODUCT GOVERNANCE – PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]¹⁵

¹⁵ This version of the legend to be included on front of the Final Terms if transaction involves one or more manufacturer(s) subject to MiFID II and if following the "ICMA 1" approach.

[NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (THE SECURITIES AND FUTURES ACT) – [To insert notice if classification of the Covered Bonds is not “capital markets products other than prescribed capital markets products”, pursuant to Section 309B of the Securities and Futures Act or Specified Investment Products].]¹⁶

PART A—CONTRACTUAL TERMS

[Terms used herein will be deemed to be defined as such for the purposes of the terms and conditions (the **Conditions**) set forth in the Prospectus dated [●] April 2020 [and the supplement to the Prospectus dated [insert date]] ([together,] the **Prospectus**), which constitute[s] a base prospectus for the purposes of the Regulation (EU) 2017/1129 (the **Prospectus Regulation**). This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Prospectus [as so supplemented] in order to obtain all the relevant information. The Prospectus has been published on the website of the London Stock Exchange at <https://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.]

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the **Conditions**) set forth in the Prospectus dated [●] which are incorporated by reference in the Base Prospectus dated [●] April 2020 [and the supplement to the Prospectus dated [insert date]] ([together,] the **Prospectus**). This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) and must be read in conjunction with the Prospectus dated [●] April 2020 [and the supplements to the Prospectus dated [●]] which together constitute a base prospectus for the purposes of the Prospectus Regulation, in order to obtain all the relevant information. The Prospectus has been published on the website of the London Stock Exchange at <https://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.]

1. Issuer: [●]
2. Covered Bond Guarantor: [●]
3. (a) Series of which Covered Bonds are to be treated as forming part: [●]
- (b) Tranche Number: [●]
- (c) Date on which Covered Bonds will be consolidated and form a single Series: [The Covered Bonds will be consolidated and form a single Series with [●] on [the Issue Date]/[exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bond, as referred to in paragraph [●] below], which is expected to occur on or about [●]]/[Not Applicable]
4. Specified Currency or Currencies: [●]
5. Aggregate Nominal Amount of Covered Bonds:
 - (a) Series: [●]

¹⁶ Relevant Dealer(s) to consider whether they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the Securities and Futures Act. If there is a change as to product classification for the relevant drawdown, from the upfront product classification embedded in the programme document, then the legend is to be completed and used (if no change as to product classification, then the legend may be deleted in its entirety)

- (b) Tranche: [●]
6. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]].
7. (a) Specified Denominations: [●]/[€100,000 and integral multiples of ~~€1,000~~ in excess thereof up to and including €199,000. No Covered Bonds in definitive form will be issued with a denomination above €199,000].
- (b) Calculation Amount: [●]
8. (a) Issue Date: [●]
- (b) Interest Commencement Date: For the period from (and including) the Issue Date to (but excluding) the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date: [●]/[Issue Date]/[Not Applicable]
- For the period from (and including) the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date to (but excluding) the Extended Due for Payment Date:
9. Final Maturity Date: [[●] / [Interest Payment Date falling in or nearest to [●]]]
10. Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: The earlier of (i) the date which falls 31.5 years after the Final Maturity Date; (ii) the date which falls 31.5 years after the date of Conversion; and (iii) the date which falls 31.5 years after the Conversion Event Date.
11. Interest Basis: For the period from (and including) the Issue Date to (but excluding) the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date: [Fixed Rate] [Floating Rate]
- If payment of the Guaranteed Amount corresponding to the Final Redemption Amount is deferred in whole or in part, for the period from (and including) the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds and (iii) the Conversion Event Date to (but excluding) the Extended Due for Payment Date: [Fixed Rate] [Floating Rate]
- (see paragraphs 17, 18, 19 and 20 below)
12. Redemption/Payment Basis: [99]/[100]/[101] per cent. of the nominal amounts

13. Change of Interest Basis or Redemption/Payment Basis: [Applicable – the Interest Basis will change from [●] to [●] in accordance with paragraph [19]/[20] below on the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]
14. Put/Call Options: [Not Applicable]
[Investor Put]
[Issuer Call]
[(see paragraphs 22 and 23 below)]
15. Status of the Covered Bonds: Senior
16. Status of the Covered Bond Guarantee: Senior

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17. Fixed Rate Covered Bond Provisions: [Applicable from the Interest Commencement Date to the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]
- (a) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/[●]] in arrear on each Interest Payment Date]
- (b) Interest Payment Date(s): [●] in each year up to and including earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]
- (c) Fixed Coupon Amount(s): [[●] per Calculation Amount/Not Applicable]
- (d) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/[Not Applicable]
- (e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or RBA Bond Basis/Australian Bond Basis]
- (f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- Adjusted: [Applicable/Not Applicable]
 - Non-Adjusted: [Applicable/Not Applicable]
- (g) Additional Business Centres: [●]
- (i) Determination Date(s): [●] in each year/ [Not Applicable]
18. Floating Rate Covered Bond Provisions: [Applicable from the Interest Commencement Date to the earlier of (i) the Final Maturity Date; (ii) the

date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]

- (a) Specified Period(s)/Specified Interest Payment Dates: The period from, and including, each Specified Interest Payment Date to, but excluding, the following Specified Interest Payment Date provided that the first Specified Period shall be from, and including, the Interest Commencement Date to, but excluding, the next Specified Interest Payment Date.
- [●] from, but excluding, the Interest Commencement Date to, and including, the earlier of (i) the date on which the Final Redemption Amount is paid in full; (ii) the Final Maturity Date; (iii) the date of Conversion of the Covered Bonds; and (iv) the Conversion Event Date
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
- (c) Additional Business Centre(s): [●]
- (d) Manner in which the Rate of Interest and Interest Amount are to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for determining the Rate of Interest and/or calculating the Interest Amount (if not the Principal Paying Agent): [●] (the **Calculation Agent**)
- (f) Screen Rate Determination:
- Reference Rate and Relevant Financial Centre: Reference Rate: [●] month [●] [LIBOR/EURIBOR/HIBOR/BA-CDOR/BBSW/SIBOR/BKBM/NIBOR] [Compounded Daily SONIA]
 - Relevant Time: [●]
 - Relevant Financial Centre: [London/New York/Brussels/Hong Kong/Toronto/Sydney/Singapore/Auckland/Oslo]
 - Interest Determination Date(s): [●]
 - Relevant Screen Page: [●]
 - SONIA Lag Period (p): [5/[●] London Banking Days][Not Applicable]¹⁷

(N.B. When setting the SONIA Lag Period (p), the

¹⁷ Only include for Covered Bonds for which the Reference Rate is specified as being “Compounded Daily SONIA”

practicalities of this period should be discussed with the Principal Paying Agent or, if applicable, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms. It is anticipated that '(p)' will be no fewer than 5 London Banking Days unless otherwise agreed with the Principal Paying Agent or, if applicable/required, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms, in relation to the relevant issuance)

- (g) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (h) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (i) Margin(s): [+/-] [●] per cent. per annum
- (j) Minimum Rate of Interest: [●] per cent. per annum
- (k) Maximum Rate of Interest: [●] per cent. per annum
- (l) Day Count Fraction: [[Actual/Actual] [Actual/Actual (ISDA)]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360] [360/360] [Bond Basis]
[30E/360] [Eurobond Basis]
30E/360 (ISDA)]
- (m) Interest Amounts Non-Adjusted: [Applicable/Not Applicable]
19. Fixed Rate Covered Bond Provisions: [Applicable if payment of the Guaranteed Amount corresponding to the Final Redemption Amount is deferred in whole or in part from the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]
- (a) Rate[(s)] of Interest:
- (i) [●] per cent. per annum [payable [annually/semi-annually/quarterly/[●]] in arrear on each Interest Payment Date
 - (ii) [[●] per cent. per annum [payable [annually/semi annually/quarterly/[●]] in arrear on each Interest Payment Date]/[Not Applicable]

- (b) Interest Payment Date(s): [●] from, but excluding, the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds and (iii) the Conversion Event Date to, and including, the earlier of (x) the date on which the Final Redemption Amount is paid in full and (y) the Extended Due for Payment Date
- (c) Fixed Coupon Amount(s): (i) [[●] per Calculation Amount/Not Applicable]
(ii) [[●] per Calculation Amount/Not Applicable]
- (d) Broken Amount(s): (i) [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/[Not Applicable]
(ii) [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/[Not Applicable]
- (e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or RBA Bond Basis/Australian Bond Basis]
- (f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- Adjusted: [Applicable/Not Applicable]
 - Non-Adjusted: [Applicable/Not Applicable]
- (g) Additional Business Centres: [●]
- (h) Determination Date(s): [●] in each year/ [Not Applicable]

20. **Floating Rate Covered Bond Provisions**

[Applicable if payment of the Guaranteed Amount corresponding to the Final Redemption Amount is deferred in whole or in part from the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds and (iii) the Conversion Event Date]/[Not Applicable]

- (a) Specified Period(s)/Specified Interest Payment Dates: The period from, and including, each Specified Interest Payment Date to, but excluding, the following Specified Interest Payment Date provided that the first Specified Period shall be from, and including, the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date to, but excluding, the next Specified Interest Payment Date.
[●] from, but excluding, the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date

to, and including, the earlier of (x) the date on which the Final Redemption Amount is paid in full and (y) the Extended Due for Payment Date

- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
- (c) Additional Business Centre(s): [●]
- (d) Manner in which the Rate of Interest and Interest Amount are to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for determining the Rate of Interest and/or calculating the Interest Amount (if not the Principal Paying Agent): [●] (the **Calculation Agent**)
- (f) Screen Rate Determination:
- Reference Rate and Relevant Financial Centre: Reference Rate: [●] month [●]
[LIBOR/EURIBOR/HIBOR/BA-CDOR/BBSW/SIBOR/BKBM/NIBOR]
[Compounded Daily SONIA]

Relevant Time: [●]

Relevant Financial Centre: [London/New York/Brussels/Hong Kong/Toronto/Sydney/Singapore/Auckland/Oslo]
 - Interest Determination Date(s): [●]
 - Relevant Screen Page: [●]
 - SONIA Lag Period (p): [5/[●] London Banking Days][Not Applicable]¹⁸

(N.B. When setting the SONIA Lag Period (p), the practicalities of this period should be discussed with the Principal Paying Agent or, if applicable, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms. It is anticipated that '(p)' will be no fewer than 5 London Banking Days unless otherwise agreed with the Principal Paying Agent or, if applicable/required, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms, in relation to the relevant issuance)

¹⁸ Only include for Covered Bonds for which the Reference Rate is specified as being "Compounded Daily SONIA"

- (g) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (h) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (i) Margin(s):
- (i) [+/-] [●] per cent. per annum
- (ii) [[+] [●] per cent. per annum]/[Not Applicable]
- (j) Minimum Rate of Interest: [●] per cent. per annum
- (k) Maximum Rate of Interest: [●] per cent. per annum
- (l) Day Count Fraction: [[Actual/Actual] [Actual/Actual (ISDA)]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360] [360/360] [Bond Basis]
[30E/360] [Eurobond Basis]
30E/360 (ISDA)]
- (m) Interest Amounts Non-Adjusted: [Applicable/Not Applicable]

PROVISIONS RELATING TO REDEMPTION

21. Notice periods for Condition 6(b) (Redemption for tax reasons) or Condition 6(e) (Redemption due to illegality):

Minimum Period: [30] days

Maximum Period: [60] days

N.B. When setting the SONIA Lag Period (p), the practicalities of this period should be discussed with the Principal Paying Agent or, if applicable, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms. It is anticipated that '(p)' will be no fewer than 5 London Banking Days unless otherwise agreed with the Principal Paying Agent or, if applicable/required, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Final Terms, in relation to the relevant issuance)

22. Issuer Call:

[Applicable/Not Applicable]

- (a) Optional Redemption Date(s):

[●]

- (b) Optional Redemption Amount and

[[●] per Calculation Amount]

method, if any, of calculation of such amount(s)::

- (c) If redeemable in part: [Applicable/Not Applicable]
 - (i) Minimum Redemption Amount: [●]
 - (ii) Maximum Redemption Amount: [●]
- (d) Notice period (if other than as set out in the Conditions): [Not Applicable] [Minimum Period: [5] Business Days] [Maximum Period: [30] Business Days]

23. Investor Put: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): [●]
 - (b) Optional Redemption Amount: [[●] per Calculation Amount]
 - (c) Notice period (if other than as set out in the Conditions): Minimum Period: [30] Business Days
Maximum Period: [60] Business Days

24. Final Redemption Amount: [[●] per Calculation Amount]

25. Early Redemption Amount payable on redemption for taxation reasons or illegality of the Intercompany Note Subscription Agreement or the Demand Note Subscription Agreement or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition [6(f)]): [[●] per Calculation Amount/[●]]

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

26. Tax gross-up by Issuer in accordance with Condition 7: [Applicable/Not applicable]

27. Form of Covered Bonds: Bearer Covered Bonds:
- [Temporary Bearer Global Covered Bond exchangeable for a Permanent Bearer Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds [on 60 days' notice given at any time/only upon an Exchange Event]
- [Temporary Bearer Global Covered Bond exchangeable for Definitive Covered Bonds]
- [Permanent Bearer Global Covered Bond]

exchangeable for Definitive Covered Bonds [on 60 days' notice given at any time/only upon an Exchange Event]

[Registered Covered Bonds: [Registered Covered Bonds[Restricted/Unrestricted] Global Certificate[s]] - [Euroclear/Clearstream]

[Registered Global Covered Bond registered in the name of [a common depositary for Euroclear and Clearstream, Luxembourg.] [Registered Global Covered Bond U.S.\$[●] nominal amount) registered in the name of the common depositary for [Euroclear and Clearstream, Luxembourg]]

(Ensure that this is consistent with the wording in the "Form of the Covered Bonds" section in the Prospectus and the Covered Bonds themselves. NB: The exchange event upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Covered Bonds in paragraph 7 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Covered Bonds which is to be represented on issue by a Temporary Global Covered Bond exchangeable for a Definitive Covered Bond.)

28. Additional Financial Centre(s) or other special provisions relating to Payment Days: [[Not Applicable]/[●]]
29. Talons for future Coupons to be attached to Definitive Bearer Covered Bonds: [Yes, as the Covered Bonds have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No.]
30. U.S. Selling Restrictions: [Reg S Compliance Category [2]; TEFRA C/TEFRA D/TEFRA not applicable/[●]]

[PURPOSE OF FINAL TERMS

This Final Terms comprises the Final Terms required for issue [and] [admission to trading on ●] of the Covered Bonds described herein] pursuant to the A\$3,250,000,000 BOQ Covered Bond Programme of the Bank of Queensland Limited.]

RESPONSIBILITY

[The information contained in] [●] has been extracted from [the following source] [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of **Bank of Queensland Limited:**

By:.....

Duly authorised

Signed on behalf of **Perpetual Corporate Trust Limited**
in its capacity as trustee of the BOQ Covered Bond Trust:

By:

.....

Duly authorised

PART B—OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: Application for admission to the Official List and for admission to trading [has been/is expected to be] made to the London Stock Exchange's regulated market

[Date from which admission effective [●]]

- (ii) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

Ratings:

[The Covered Bonds to be issued have not been rated by any rating agency]

[The Covered Bonds to be issued [have been]/[are expected to be] rated:

[Fitch Australia Pty Ltd: []]

[Moody's Investors Service Pty Ltd: []]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Managers, so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. The Managers and their affiliates have engaged, and may in future engage in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer, the Covered Bond Guarantor and their affiliates]

4. YIELD (Fixed Rate Covered Bonds only)

Indication of yield: [●]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

5. OPERATIONAL INFORMATION

(a) ISIN: [●]

(b) Common Code: [●]

(c) CFI: [[See/[], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that

assigned the ISIN/Not Applicable/Not Available]

- (d) FISN: [[See/[]], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(N.B. if the CFI and/or the FISN is not required, requested or available, it/they should be specified to be “Not Applicable”)

- (e) Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, S.A. and the relevant identification number(s): [[Not Applicable]/[●]]

- (f) Delivery: Delivery [against/free of] payment

- (g) Name(s) and address(es) of initial Paying Agent(s) in relation to the Covered Bonds: [●]

- (h) Name(s) and address(es) of additional Paying Agent(s) (if any) in relation to the Covered Bonds: [●]

- (i) Relevant Benchmark[s]: [Not Applicable]/[[●] is provided by [●]].

[As at the date hereof, [[●] appears in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to the Benchmarks Regulation.]

[As at the date hereof, [[●] does not appear in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation. [As far as the Issuer is aware, as at the date hereof, Article 2 of the Benchmarks Regulation applies, such that [●] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence).]/[[●] does not fall within the scope of the Benchmarks Regulation.]].

SCHEDULE 6

FORM OF PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement which, will be completed for each Tranche of Exempt Covered Bonds issued under the Programme, including A\$ Registered Covered Bonds.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 FOR THE ISSUE OF COVERED BONDS DESCRIBED BELOW. THE FCA HAS NEITHER APPROVED NOR REVIEWED THE INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT.

[Date]

Bank of Queensland Limited

Issuer Legal Entity Identifier (LEI): 549300WFIN7T02UKDG08

Issue of [Aggregate Nominal Amount of Tranche or Series] [Title of Covered Bonds]

under the AUD3,250,000,000 BOQ Covered Bond Programme

unconditionally and irrevocably guaranteed as to payments of interest and principal by

Perpetual Corporate Trust Limited

as trustee of the BOQ Covered Bond Trust (the Trust)

The Covered Bonds described in this Pricing Supplement have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), or under any securities laws of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons as defined in Regulation S under the Securities Act (**Regulation S**) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction.

PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

[MiFID II PRODUCT GOVERNANCE / TARGET MARKET - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]¹⁹

¹⁹ Legend to be included on the front of the Pricing Supplement if one or more of the Dealers in relation to the Covered Bonds is a MiFID regulated entity.

[NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (THE SECURITIES AND FUTURES ACT) – [To insert notice if classification of the Covered Bonds is not “capital markets products other than prescribed capital markets products”, pursuant to Section 309B of the Securities and Futures Act or Specified Investment Products].]²⁰

PART A—CONTRACTUAL TERMS

[Terms used herein will be deemed to be defined as such for the purposes of the terms and conditions (the **Conditions**) set forth in the Prospectus dated [●] April 2020 [and the supplement to the Prospectus dated [insert date]] ([together,] the **Prospectus**). This document constitutes the Pricing Supplement of the Covered Bonds described herein (**Covered Bonds**) and must be read in conjunction with the Prospectus [as so supplemented]. Full information on the Issuer and the Covered Bond Guarantor and the offer of the Covered Bonds is only available on the basis of the combination of this Pricing Supplement and the Prospectus [as so supplemented]. Copies of the Prospectus [and supplement to the Prospectus[s]] are available for viewing, free of charge, at [address] [and] [website] and copies may be obtained, free of charge, from [address].

1. Issuer: [●]
2. Covered Bond Guarantor: [●]
3. (a) Series of which Covered Bonds are to be treated as forming part: [●]
- (b) Tranche Number: [●]
- (c) Date on which Covered Bonds will be consolidated and form a single Series: [The Covered Bonds will be consolidated and form a single Series with [●] on [the Issue Date]/[exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bond, as referred to in paragraph [●] below], which is expected to occur on or about [●]/[Not Applicable]
4. Specified Currency or Currencies: [●]
5. Aggregate Nominal Amount of Covered Bonds:
 - (a) Series: [●]
 - (b) Tranche: [●]
6. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]].
7. (a) Specified Denominations: [●]/[€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Covered Bonds in definitive form will be issued with a denomination above €199,000].
 - (b) Calculation Amount: [●]

²⁰ Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the Securities and Futures Act. If there is a change as to product classification for the relevant drawdown, from the upfront product classification embedded in the programme documentation, then the legend is to be completed and used (if no change as to product classification, then the legend may be deleted in its entirety).

8. (a) Issue Date: [●]
- (b) Interest Commencement Date: For the period from (and including) the Issue Date to (but excluding) the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date: [●]/[Issue Date]/[Not Applicable]
- For the period from (and including) the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date to (but excluding) the Extended Due for Payment Date:
9. Final Maturity Date: [[●] / [Interest Payment Date falling in or nearest to [●]]]
10. Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: The earlier of (i) the date which falls 31.5 years after the Final Maturity Date; (ii) the date which falls 31.5 years after the date of Conversion of the Covered Bonds; and (iii) the date which falls 31.5 years after the Conversion Event Date.
11. Interest Basis: For the period from (and including) the Issue Date to (but excluding) the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date: [Fixed Rate] [Floating Rate]
- If payment of the Guaranteed Amount corresponding to the Final Redemption Amount is deferred in whole or in part, for the period from (and including) the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date to (but excluding) the Extended Due for Payment Date: [Fixed Rate] [Floating Rate]
- (see paragraphs 17, 18, 19 and 20 below)
12. Redemption/Payment Basis: [99]/[100]/[101]/[specify other] per cent. of the nominal amounts
13. Change of Interest Basis or Redemption/Payment Basis: [Applicable – the Interest Basis will change from [●] to [●] in accordance with paragraph [19]/[20] below on the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]
14. Put/Call Options: [Not Applicable]
[Investor Put]
[Issuer Call]
[(see paragraphs 22 and 23 below)]

15. Status of the Covered Bonds: Senior

16. Status of the Covered Bond Guarantee: Senior

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17. Fixed Rate Covered Bond Provisions: [Applicable from the Interest Commencement Date to the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/[●]] in arrear on each Interest Payment Date

(b) Interest Payment Date(s): [●] in each year up to and including earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date

(Amend appropriately in the case of irregular coupons)

(c) Fixed Coupon Amount(s): [[●] per Calculation Amount/Not Applicable]
(Applicable to Covered Bonds in definitive form.)

(d) Broken Amount(s): *(Applicable to Covered Bonds in definitive form.)* [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/[Not Applicable]

(e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or RBA Bond Basis/Australian Bond Basis/specify other]

(f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]

• Adjusted: [Applicable/Not Applicable]

• Non-Adjusted: [Applicable/Not Applicable]

(g) Additional Business Centres: [●]

(h) Determination Date(s): [●] in each year/ [Not Applicable]

(i) Other terms relating to the method of calculating interest for Fixed Rate Covered Bonds which are Exempt Covered Bonds: [None/Give details]

18. Floating Rate Covered Bond Provisions: [Applicable from the Interest Commencement Date to the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Specified Period(s)/Specified Interest Payment Dates: The period from, and including, each Specified Interest Payment Date to, but excluding, the following Specified Interest Payment Date provided that the first Specified Period shall be from, and including, the Interest Commencement Date to, but excluding, the next Specified Interest Payment Date.
- [●] from, but excluding, the Interest Commencement Date to, and including, the earlier of (i) the date on which the Final Redemption Amount is paid in full; (ii) the Final Maturity Date; (iii) the date of Conversion of the Covered Bonds; and (iv) the Conversion Event Date
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/specify other]
- (c) Additional Business Centre(s): [●]
- (d) Manner in which the Rate of Interest and Interest Amount are to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for determining the Rate of Interest and/or calculating the Interest Amount (if not the Principal Paying Agent): [●] (the **Calculation Agent**)
- (f) Screen Rate Determination:
- Reference Rate and Relevant Financial Centre: Reference Rate: [●] month [●]
[LIBOR/EURIBOR/HIBOR/BA-CDOR/BBSW/SIBOR/BKBM/NIBOR]
[Compounded Daily SONIA]
 - Relevant Time: [●]
 - Relevant Financial Centre: [London/New York/Brussels/Hong Kong/Toronto/Sydney/Singapore/Auckland/Oslo/specify other]
 - Interest Determination [●]

Date(s):

- Relevant Screen Page: [●]
- SONIA Lag Period (*p*): [5/[●] London Banking Days][Not Applicable]²¹

*(N.B. When setting the SONIA Lag Period (*p*), the practicalities of this period should be discussed with the Principal Paying Agent or, if applicable, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Pricing Supplement. It is anticipated that '*p*' will be no fewer than 5 London Banking Days unless otherwise agreed with the Principal Paying Agent or, if applicable/required, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Pricing Supplement, in relation to the relevant issuance)*

- (g) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (h) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (i) Margin(s): [+/-] [●] per cent. per annum
- (j) Minimum Rate of Interest: [●] per cent. per annum
- (k) Maximum Rate of Interest: [●] per cent. per annum
- (l) Day Count Fraction: [[Actual/Actual] [Actual/Actual (ISDA)]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360][360/360] [Bond Basis]
[30E/360] [Eurobond Basis]
[30E/360 (ISDA)] [*specify other*]
- (m) Interest Amounts Non-Adjusted: [Applicable/Not Applicable]
19. Fixed Rate Covered Bond Provisions: [Applicable if payment of the Guaranteed Amount corresponding to the Final Redemption Amount is deferred in whole or in part from the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]]

²¹ Only include for Covered Bonds for which the Reference Rate is specified as being "Compounded Daily SONIA"

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Rate[(s)] of Interest: (i) [●] per cent. per annum [payable [annually/semi-annually/quarterly/[●]] in arrear on each Interest Payment Date
- (ii) [[●] per cent. per annum [payable [annually/semi-annually/quarterly/[●]] in arrear on each Interest Payment Date]/[Not Applicable]
- (b) Interest Payment Date(s): [●] from, but excluding, the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date to, and including, the earlier of (x) the date on which the Final Redemption Amount is paid in full and (y) the Extended Due for Payment Date
- (c) Fixed Coupon Amount(s): (i) [[●] per Calculation Amount/Not Applicable]
- (ii) [[●] per Calculation Amount/Not Applicable]/[Not Applicable]
- (d) Broken Amount(s): (i) [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/[Not Applicable]
- (ii) [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/[Not Applicable]
- (e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or RBA Bond Basis/Australian Bond Basis/specify other]
- (f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- Adjusted: [Applicable/Not Applicable]
 - Non-Adjusted: [Applicable/Not Applicable]
- (g) Additional Business Centres: [●]
- (h) Determination Date(s): [●] in each year/ [Not Applicable]

20. **Floating Rate Covered Bond Provisions**

[Applicable if payment of the Guaranteed Amount corresponding to the Final Redemption Amount is deferred in whole or in part from the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date]/[Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Specified Period(s)/Specified Interest Payment Dates: The period from, and including, each Specified Interest Payment Date to, but excluding, the following Specified Interest Payment Date provided that the first Specified Period shall be from, and including, the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date to, but excluding, the next Specified Interest Payment Date.
- [●] from, but excluding, the earlier of (i) the Final Maturity Date; (ii) the date of Conversion of the Covered Bonds; and (iii) the Conversion Event Date to, and including, the earlier of (x) the date on which the Final Redemption Amount is paid in full and (y) the Extended Due for Payment Date
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/*specify other*]
- (c) Additional Business Centre(s): [●]
- (d) Manner in which the Rate of Interest and Interest Amount are to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for determining the Rate of Interest and/or calculating the Interest Amount (if not the Principal Paying Agent): [●] (the **Calculation Agent**)
- (f) Screen Rate Determination:
- Reference Rate and Relevant Financial Centre: Reference Rate: [●] month [●] [LIBOR/EURIBOR/HIBOR/BA-CDOR/BBSW/SIBOR/BKBM/NIBOR] [Compounded Daily SONIA]
Relevant Time: [●]
Relevant Financial Centre: [London/New York/Brussels/Hong Kong/Toronto/Sydney/Singapore/Auckland/Oslo/*specify other*]
 - Interest Determination Date(s): [●]
 - Relevant Screen Page: [●]

- SONIA Lag Period (*p*): [5/[●] London Banking Days][Not Applicable]²²

*(N.B. When setting the SONIA Lag Period (*p*), the practicalities of this period should be discussed with the Principal Paying Agent or, if applicable, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Pricing Supplement. It is anticipated that '*p*' will be no fewer than 5 London Banking Days unless otherwise agreed with the Principal Paying Agent or, if applicable/required, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Pricing Supplement, in relation to the relevant issuance)*
- (g) ISDA Determination: [Applicable/Not Applicable]
 - Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (h) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (i) Margin(s):
 - (i) [+/-] [●] per cent. per annum
 - (ii) [[+/-] [●] per cent. per annum]/[Not Applicable]
- (j) Minimum Rate of Interest: [●] per cent. per annum
- (k) Maximum Rate of Interest: [●] per cent. per annum
- (l) Day Count Fraction: [[Actual/Actual] [Actual/Actual (ISDA)]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360] [360/360] [Bond Basis]
[30E/360] [Eurobond Basis]
[30E/360 (ISDA)] [*specify other*]
- (m) Interest Amounts Non-Adjusted: [Applicable/Not Applicable]

PROVISIONS RELATING TO REDEMPTION

21. Notice periods for Condition 6(b) (Redemption for tax reasons) or Condition 6(e) (Redemption due to illegality):
- Minimum Period: [30] days
- Maximum Period: [60] days

*N.B. When setting the SONIA Lag Period (*p*), the practicalities of this period should be discussed with*

²² Only include for Covered Bonds for which the Reference Rate is specified as being "Compounded Daily SONIA"

the Principal Paying Agent or, if applicable, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Pricing Supplement. It is anticipated that '(p)' will be no fewer than 5 London Banking Days unless otherwise agreed with the Principal Paying Agent or, if applicable/required, such other party responsible for the calculation of the Rate of Interest, as specified in the Applicable Pricing Supplement, in relation to the relevant issuance)

22. Issuer Call: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [●]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s):: [[●] per Calculation Amount]/[specify other]
- (i) If redeemable in part: [Applicable/Not Applicable]
- (ii) Minimum Redemption Amount: [●]
- (c) Maximum Redemption Amount: [●]
- (d) Notice period (if other than as set out in the Conditions): [Not Applicable] [Minimum Period: [●] Business Days] [Maximum Period: [●] Business Days]
23. Investor Put: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [●]
- (b) Optional Redemption Amount: [[●] per Calculation Amount]
- (c) Notice period (if other than as set out in the Conditions): Minimum Period: [●] Business Days
Maximum Period: [●] Business Days
24. Final Redemption Amount: [[●] per Calculation Amount]/[specify other]
25. Early Redemption Amount payable on redemption for taxation reasons or illegality of the Intercompany Note Subscription Agreement or the Demand Note Subscription Agreement or on event of default and/or the method of calculating the

same (if required or if different from that set out in Condition [6(f)]):

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

26. Tax gross-up by Issuer in accordance with Condition 7: [Applicable/Not applicable]
27. Form of Covered Bonds: Bearer Covered Bonds:
- [Temporary Bearer Global Covered Bond exchangeable for a Permanent Bearer Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds [on 60 days' notice given at any time/only upon an Exchange Event]
- [Temporary Bearer Global Covered Bond exchangeable for Definitive Covered Bonds]
- [Permanent Bearer Global Covered Bond exchangeable for Definitive Covered Bonds [on 60 days' notice given at any time/only upon an Exchange Event]
- [Registered Covered Bonds: [Registered Covered Bonds[Restricted/Unrestricted] Global Certificate[s]] - [Euroclear/Clearstream]
- [Registered Global Covered Bond registered in the name of [a common depository for Euroclear and Clearstream, Luxembourg].] [Registered Global Covered Bond U.S.\$[●] nominal amount) registered in the name of the common depository for [Euroclear and Clearstream, Luxembourg]]
- (Ensure that this is consistent with the wording in the "Form of the Covered Bonds" section in the Prospectus and the Covered Bonds themselves. NB: The exchange event upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Covered Bonds in paragraph 7 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Covered Bonds which is to be represented on issue by a Temporary Global Covered Bond exchangeable for a Definitive Covered Bond.)*
28. Additional Financial Centre(s) or other special provisions relating to Payment Days: [[Not Applicable]/[give details]]

29. Talons for future Coupons to be attached to Definitive Bearer Covered Bonds: [Yes, as the Covered Bonds have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No.]
30. U.S. Selling Restrictions: [Reg S Compliance Category [2]; TEFRA C/TEFRA D/TEFRA not applicable/[●]]

[PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the Pricing Supplement required for issue [and] [admission to trading on ●] of the Covered Bonds described herein] pursuant to the A\$3,250,000,000 BOQ Covered Bond Programme of the Bank of Queensland Limited.]

RESPONSIBILITY

[The information contained in] [●] has been extracted from [the following source] [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of **Bank of Queensland Limited:**

By:.....

Duly authorised

Signed on behalf of **Perpetual Corporate Trust Limited**
in its capacity as trustee of the BOQ Covered Bond Trust:

By:

.....

Duly authorised

PART B—OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: [Application [has been/is expected to be] made by the Issuer (or on its behalf) for the Covered Bonds to be listed on [specify market – this should not be a regulated market]
- [Date from which admission effective [●]]
- (ii) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

Ratings: [The Covered Bonds to be issued have not been rated by any rating agency]

[The Covered Bonds to be issued [have been]/[are expected to be] rated:

[Fitch Australia Pty Ltd: []]

[Moody's Investors Service Pty Ltd: []]

There is no assurance that the Rating Agencies will rate the Covered Bonds up to their Final Maturity Date. Covered Bondholders should note that pursuant to Condition 14 (*Meetings of Covered Bondholders, Modification, Waiver and Substitution*) of the Conditions, the Bond Trustee and the Security Trustee are required to concur in and effect any modifications required to any of the Programme Documents to accommodate the removal of any one of the Rating Agencies from the Programme or the addition of any Rating Agency, provided that at all times there are at least two rating agencies rating the Programme and any Covered Bonds then outstanding and, in respect of the removal of any one of the Rating Agencies from the Programme only, the proposed modification effecting such removal is not an Objected Modification.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Managers, so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. The Managers and their affiliates have engaged, and may in future engage in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer, the Covered Bond Guarantor and their affiliates]

4. **YIELD (Fixed Rate Covered Bonds only)**

Indication of yield:

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

5. **OPERATIONAL INFORMATION**

(a) ISIN:

(b) Common Code:

(c) CFI: [[See/[]], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(d) FISN: [[See/[]], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(N.B. If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")

(e) Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, S.A. and the relevant identification number(s): [[Not Applicable]/

(f) Delivery: Delivery [against/free of] payment

(g) Name(s) and address(es) of initial Paying Agent(s) in relation to the Covered Bonds:

(h) Name(s) and address(es) of additional Paying Agent(s) (if any) in relation to the Covered Bonds:

(i) Name and address of Calculation Agent in relation to A\$ Registered Covered Bonds if other than the Issuer:

(j) Relevant Benchmark[s]: [Not Applicable]/ is provided by .

[As at the date hereof, appears in the register of

administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to the Benchmarks Regulation.]

[As at the date hereof, [[●]] does not appear in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation. [As far as the Issuer is aware, as at the date hereof, Article 2 of the Benchmarks Regulation applies, such that [●] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence).] [[●]] does not fall within the scope of the Benchmarks Regulation.]].

SIGNATORIES

EXECUTED AS A DEED

Covered Bond Guarantor

EXECUTED for and on behalf of **PERPETUAL CORPORATE TRUST LIMITED ABN 99 000 341 533** by its Attorneys under a Power of Attorney dated
in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness in full

Name of Attorney in full

Issuer

EXECUTED for and on behalf of **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740** by its Attorney under a Power of Attorney dated
in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness in full

Name of Attorney in full

Trust Manager

EXECUTED for and on behalf of **B.Q.L. MANAGEMENT PTY LTD ABN 87 081 052 342**
by its Attorney under a Power of Attorney dated
in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness in full

Name of Attorney in full

Bond Trustee

SIGNED, SEALED AND DELIVERED for and
on behalf **BNY TRUST COMPANY OF AUSTRALIA LIMITED ABN 49 050 294 052**
by its attorney under a power of attorney dated 1
September 2007 in the presence of:

Signature of witness

Signature of attorney who declares that the attorney
has not received any notice of the revocation of the
power of attorney

Full name of witness

Full name of attorney

ANNEX 2

AMENDED AND RESTATED PRINCIPAL AGENCY AGREEMENT

CONFORMED VERSION

**BOQ COVERED BOND TRUST
AMENDED AND RESTATED PRINCIPAL AGENCY
AGREEMENT**

BANK OF QUEENSLAND LIMITED
Issuer

B.Q.L. MANAGEMENT PTY LTD
Trust Manager

PERPETUAL CORPORATE TRUST LIMITED
Covered Bond Guarantor

THE BANK OF NEW YORK MELLON, LONDON BRANCH
Principal Paying Agent and Transfer Agent

THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH
Registrar

BNY TRUST COMPANY OF AUSTRALIA LIMITED
Bond Trustee

ALLEN & OVERY

0073552-0000060 SYO1: 2000089714.2

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THIS PRINCIPAL AGENCY AGREEMENT is made on 4 May 2017 and amended and restated on 15 April 2020.

PARTIES:

- (1) **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740**, as issuer of the Covered Bonds, having its registered office at Level 6, 100 Skyring Terrace, Newstead QLD 4000, Australia (the **Issuer**);
- (2) **B.Q.L. MANAGEMENT PTY LTD ABN 87 081 052 342**, in its capacity as Trust Manager, having its registered office at Level 6, 100 Skyring Terrace, Newstead QLD 4006, Australia (the **Trust Manager**);
- (3) **PERPETUAL CORPORATE TRUST LIMITED ABN 99 000 341 533**, in its capacity as trustee of the BOQ Covered Bond Trust, acting as Covered Bond Guarantor, having its registered office at Level 18, 123 Pitt Street, Sydney, NSW 2000, Australia (the **Covered Bond Guarantor**);
- (4) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** in its capacities as principal paying agent and transfer agent under the Programme, having its registered office at 40th Floor, One Canada Square, London, E14 5AL, United Kingdom (the **Principal Paying Agent** and **Transfer Agent** respectively which expressions will include any successor paying agent or transfer agent, as the case may be, appointed under Clause 27);
- (5) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH** in its capacity as registrar under the Programme, having its registered office at 2-4 Eugene Ruppert, Vertigo Building, Polaris L-2453 Luxembourg (the **Registrar** which expressions will include any successor registrar appointed under Clause 27); and
- (6) **BNY TRUST COMPANY OF AUSTRALIA LIMITED ABN 49 050 294 052** in its capacity as bond trustee appointed under the Bond Trust Deed having its registered office at Level 2, 1 Bligh Street, Sydney, NSW, 2000, Australia (the **Bond Trustee**, which expression will include any additional or successor bond trustee appointed from time to time).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions Schedule

The BOQ Covered Bond Trust Definitions Schedule made between, amongst others, the parties to this agreement on or about the date of this agreement (as may be amended, varied and/or supplemented from time to time with the consent of the parties thereto) (the **Definitions Schedule**) is expressly and specifically incorporated into this agreement and, accordingly, the expressions defined in the Definitions Schedule (as so amended, varied or supplemented) will, except where the context otherwise requires or where otherwise defined in this agreement, have the same meanings in this agreement.

1.2 Interpretation

This agreement will be construed in accordance with the interpretation provisions set out in clause 2 of the Definitions Schedule and in this agreement, all references to **Applicable Final Terms** shall be deemed to include, in the case of Exempt Covered Bonds, a reference to **Applicable Pricing Supplement**.

1.3 Knowledge of the Trust Manager

The Trust Manager will only be considered to have knowledge or notice of, or awareness of, any matter or thing if the Trust Manager has knowledge, notice or awareness of that matter or thing by virtue of the actual knowledge, notice or awareness of the officers or employees of the Trust Manager who have day to day responsibility for the administration of the Trust Manager's obligations under this agreement or any other Programme Document.

1.4 BOQ

Any notice, letter or other communication that, pursuant to the terms of this agreement is required to be delivered by BOQ (acting in one capacity) solely to BOQ (acting in a different capacity), will be deemed to be complied with by BOQ without a formal notice, letter or other communication being issued or received provided that, at the relevant time, it maintains a written record of the subject matter of the relevant notice, letter or other communication.

1.5 Scope of this agreement

Notwithstanding any provision to the contrary in this agreement, no provision in this agreement applies to or in respect of:

- (a) any A\$ Registered Covered Bonds; or
- (b) any Covered Bonds in respect of which the Issuer has specified, in the Applicable Final Terms, a clearing system other than Euroclear Bank S.A./N.V. or Clearstream Banking, S.A., for so long as those Covered Bonds continue to be cleared through a clearing system other than other than Euroclear Bank S.A./N.V. or Clearstream Banking, S.A., unless prior to the issue of those Covered Bonds, the Principal Paying Agent expressly agreed with the Issuer that this agreement applies to those Covered Bonds and expressly agreed with the Issuer the definition of Relevant Time that will apply in respect of those Covered Bonds, in which case this agreement will apply to those Covered Bonds, and the agreed definition of Relevant Time will be taken to apply accordingly.

1.6 Capacity of the Covered Bond Guarantor

Clause 38 of the Establishment Deed is incorporated into this agreement as if set out here in full with any necessary amendments to clause references and references to applicable documents, except that references to "this deed" will be references to "this agreement".

1.7 Knowledge of the Covered Bond Guarantor

Clause 26.8 of the Establishment Deed is incorporated into this agreement as if set out here in full with any necessary amendments to clause references and references to applicable documents, except that references to "this deed" will be references to "this agreement".

2. APPOINTMENT OF AGENTS

2.1 The Principal Paying Agent is appointed, and the Principal Paying Agent agrees to act, as principal paying agent of the Issuer and, after the service of a Notice to Pay, the Covered Bond Guarantor, upon the terms and subject to the conditions set out below, for the following purposes:

- (a) completing, authenticating and delivering Temporary Bearer Global Covered Bonds and Permanent Bearer Global Covered Bonds and (if required) authenticating and delivering Bearer Definitive Covered Bonds and Coupons;

- (b) exchanging Temporary Bearer Global Covered Bonds for Permanent Bearer Global Covered Bonds or Bearer Definitive Covered Bonds, as the case may be, in accordance with the terms of such Temporary Bearer Global Covered Bonds and making all notations on Temporary Bearer Global Covered Bonds;
- (c) exchanging Permanent Bearer Global Covered Bonds for Bearer Definitive Covered Bonds in accordance with the terms of such Permanent Bearer Global Covered Bonds and, in respect of such exchange, making all notations on Permanent Bearer Global Covered Bonds as required by their terms;
- (d) paying sums due on Global Covered Bonds, Bearer Definitive Covered Bonds and Coupons and, in respect of such payments, making all notations on Permanent Bearer Global Covered Bonds as required by their terms;
- (e) paying sums due on Registered Global Covered Bonds and Registered Definitive Covered Bonds;
- (f) exchanging Talons for Coupons in accordance with the Conditions;
- (g) determining the Exchange Date in respect of each Temporary Bearer Global Covered Bond in accordance with Clause 4.1 and the end of the Distribution Compliance Period applicable to each Series or Tranche in accordance with Clause 4.3;
- (h) unless otherwise specified in the Applicable Final Terms, determining the interest and/or other amounts payable in respect of the Covered Bonds in accordance with the Conditions;
- (i) arranging on behalf of and at the expense of the Issuer and/or the Covered Bond Guarantor for notices to be communicated to the Covered Bondholders in accordance with the Conditions;
- (j) submitting to the relevant authority or authorities such number of copies of each Applicable Final Terms which relates to Covered Bonds which are to be listed as the relevant authority or authorities may require (for the avoidance of doubt, Exempt Covered Bonds may not be listed on a regulated market as defined in the Markets in Financial Instruments Directive (Directive 2004/39/EC));
- (k) acting as Calculation Agent in respect of Covered Bonds where named as such in the Applicable Final Terms;
- (l) performing all other obligations and duties imposed upon it by the Conditions and this agreement; and
- (m) ensuring that, as directed by the Issuer, all necessary action is taken to comply with any reporting requirements of any competent authority in respect of any relevant currency as may be in force from time to time with respect to the Covered Bonds to be issued under the Programme.

2.2 Each Paying Agent is appointed, and each Paying Agent agrees to act, as paying agent of the Issuer and, after the service of a Notice to Pay, the Covered Bond Guarantor upon the terms and subject to the conditions set out below, for the purposes of paying sums due on any Covered Bonds and Coupons and performing all other obligations and duties imposed upon it by the Conditions and this agreement.

- 2.3 The Transfer Agent is hereby appointed, and the Transfer Agent hereby agrees to act, as transfer agent of the Issuer and, after the service of a Notice to Pay, the Covered Bond Guarantor upon the terms and subject to the conditions set out below for the purposes of effecting transfers of Registered Definitive Covered Bonds and performing all the other obligations and duties imposed upon it by the Conditions and this agreement.
- 2.4 The Registrar is hereby appointed, and the Registrar hereby agrees to act, as registrar of the Issuer and, after the service of a Notice to Pay, the Covered Bond Guarantor upon the terms and subject to the conditions set out below, for the following purposes:
- (a) completing, authenticating and delivering Registered Global Covered Bonds and authenticating and delivering Registered Definitive Covered Bonds; and
 - (b) performing all other obligations and duties imposed upon it by the Conditions and this agreement, including those set out in Clause 12.

The Registrar may from time to time, subject to the prior written consent of the Issuer, delegate certain of its functions and duties set out in this agreement to the Principal Paying Agent.

- 2.5 Notwithstanding any other provision of this agreement or any other Programme Document to the contrary, the Principal Paying Agent, a Paying Agent, the Transfer Agent and the Registrar will act for the Covered Bond Guarantor in accordance with this agreement only after the service of a Notice to Pay.
- 2.6 At any time after an Issuer Event of Default or Potential Issuer Event of Default has occurred and is continuing or the Bond Trustee has received any money from the Issuer or the Covered Bond Guarantor (save where Clause 2.7 applies) which it proposes to pay under clause 11 of the Bond Trust Deed to the relevant Covered Bondholders and/or Couponholders, the Bond Trustee may:
- (a) by notice in writing to the Issuer, the Covered Bond Guarantor, the Principal Paying Agent, the other Paying Agents, the Registrar and/or the Transfer Agent require the Principal Paying Agent, the other relevant Paying Agents, the Registrar and/or the Transfer Agent pursuant to this agreement:
 - (i) to act thereafter, unless otherwise instructed by the Bond Trustee, as the Principal Paying Agent, the other Paying Agents, the Registrar and/or Transfer Agent respectively of the Bond Trustee under the terms of the Bond Trust Deed *mutatis mutandis* on the terms provided in this agreement (save that the Bond Trustee's liability under any provisions hereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Principal Paying Agent, any other Paying Agent, the Registrar and the Transfer Agent will be limited to the amounts for the time being held by the Bond Trustee on the trusts of the Bond Trust Deed relating to the Covered Bonds of the relevant Series and the related Coupons and Talons available for such purpose) and thereafter to hold all Covered Bonds, Coupons and Talons and all sums, documents and records held by them in respect of Covered Bonds, Coupons and Talons on behalf of the Bond Trustee; or
 - (ii) to deliver up all Covered Bonds, Coupons and Talons and all sums, documents and records held by them in respect of the Covered Bonds, Coupons and Talons to the Bond Trustee or as the Bond Trustee may direct in such notice provided that such notice will be deemed not to apply to any documents or records which the Principal Paying Agent, any other Paying Agent, the Registrar, and/or the Transfer Agent is obliged not to release by any law or regulation; and/or

- (b) by notice in writing to the Issuer and the Covered Bond Guarantor require each of them to make all subsequent payments in respect of the Covered Bonds and Coupons to or to the order of the Bond Trustee and not to the Principal Paying Agent with effect from the issue of any such notice to the Issuer and the Covered Bond Guarantor and until such notice is withdrawn, clause 2.4(a) of the Bond Trust Deed will cease to have effect in respect of the Issuer and the Covered Bond Guarantor.

2.7 At any time after a Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default has occurred and is continuing or the Bond Trustee has received any money from the Covered Bond Guarantor which it proposes to pay under clause 11 of the Bond Trust Deed to the relevant Covered Bondholders and/or Couponholders, the Bond Trustee may:

- (a) by notice in writing to the Issuer, the Trust Manager, the Covered Bond Guarantor, the Principal Paying Agent, the other Paying Agents, the Registrar and/or the Transfer Agent require the Principal Paying Agent, the other Paying Agents, the Registrar and the Transfer Agent pursuant to this agreement:
 - (i) to act thereafter, unless otherwise instructed by the Bond Trustee, as Principal Paying Agent, any other Paying Agent, Registrar and/or Transfer Agent respectively of the Bond Trustee under the terms of the Bond Trust Deed *mutatis mutandis* on the terms provided in this agreement (save that the Bond Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Principal Paying Agent, any other Paying Agent, the Registrar, and the Transfer Agent will be limited to the amounts for the time being held by the Bond Trustee on the trusts of the Bond Trust Deed relating to the Covered Bonds of the relevant Series and the related Coupons and Talons available for such purpose) and thereafter to hold all Covered Bonds, Coupons and Talons and all sums, documents and records held by them in respect of Covered Bonds Coupons and Talons on behalf of the Bond Trustee; or
 - (ii) to deliver up all Covered Bonds, Coupons and Talons and all sums, documents and records held by them in respect of Covered Bonds, Coupons and Talons to the Bond Trustee or as the Bond Trustee may direct in such notice provided that such notice will be deemed not to apply to any documents or records which the Principal Paying Agent, any other relevant Paying Agent, the Registrar and/or the Transfer Agent is obliged not to release by any law or regulation; and/or
- (b) by notice in writing to the Covered Bond Guarantor require it to make all subsequent payments in respect of the Covered Bonds, Coupons and Talons to or to the order of the Bond Trustee and not to the Principal Paying Agent with effect from the issue of any such notice to the Covered Bond Guarantor and until such notice is withdrawn clause 2.4(a) of the Bond Trust Deed will cease to have effect in respect of the Issuer and the Covered Bond Guarantor.

2.8 The obligations of the Agents under this agreement are several and not joint.

2.9 The Registrar(s), before registering the transfer of a Registered Covered Bond, and the Paying Agents, before making any payments to the Covered Bondholders, must comply with all applicable law, regulation, rule of applicable regulatory authority and court of competent jurisdiction, including without limitation: (i) international, Australian and U.S. anti-money laundering and combating financing of terrorism law and best practices, the Wolfsberg AML Principles for Correspondent Banking and the International Emergency Economic Powers Act; and (ii) applicable financial and economic sanctions regimes, including sanctions administered by the US Office of Foreign Assets Control.

- 2.10 Nothing in this agreement will require any Agent to carry on an activity of the kind specified by any provision of Part II (other than article 5 (accepting deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or to lend money to the Issuer.
- 2.11 Each of the Issuer and Covered Bond Guarantor will appoint such other paying agent, registrar or transfer agent as required in relation to a Tranche or Series of Covered Bonds, as specified in the Applicable Final Terms.
- 2.12 Each of the Principal Paying Agent, the Registrar and the Transfer Agent acknowledges and agrees to be bound by and has the benefit of the terms of the Security Deed as if it were a party to that document.

3. ISSUE OF BEARER GLOBAL COVERED BONDS AND REGISTERED GLOBAL COVERED BONDS

- 3.1 Subject to Clause 3.2, following receipt by no later than 2.00 pm London time on the second Business Day preceding each proposed Issue Date of a faxed copy of a Final Terms (or, in the case of Exempt Covered Bonds, a Pricing Supplement) signed by the Issuer and copied to the Bond Trustee, the Issuer authorises each of the Principal Paying Agent and the Registrar and each of the Principal Paying Agent and the Registrar agrees, to take such steps as are required for the issue of the relevant Covered Bonds. For this purpose the Principal Paying Agent or the Registrar will on behalf of the Issuer:
- (a) in the case of the first Tranche of any Series of Covered Bonds (in the case of the Principal Paying Agent) prepare a Temporary Bearer Global Covered Bond and/or (if so specified in the Applicable Final Terms) a Permanent Bearer Global Covered Bond or (in the case of the Registrar) (if so specified in the Applicable Final Terms) prepare one or more Registered Global Covered Bonds by attaching a copy of the Applicable Final Terms to a copy of the signed master Global Covered Bond;
 - (b) in the case of the first Tranche of any Series of Covered Bonds authenticate (or procure the authentication of) the relevant Global Covered Bonds;
 - (c) in the case of the first Tranche of any Series of Bearer Covered Bonds, in the case of the Principal Paying Agent, deliver the Temporary Bearer Global Covered Bond and/or Permanent Bearer Global Covered Bond to the specified common depositary for Euroclear and Clearstream, Luxembourg and instruct Euroclear or Clearstream, Luxembourg or both of them (as the case may be) unless otherwise agreed in writing between the Principal Paying Agent and the Issuer (i) in the case of Bearer Covered Bonds issued on a non-syndicated basis, to credit the Bearer Covered Bonds represented by the Bearer Global Covered Bond to the Principal Paying Agent's distribution account and (ii) in the case of Bearer Covered Bonds issued on a syndicated basis, to hold the Bearer Covered Bonds represented by the Bearer Global Covered Bond to the Issuer's order;
 - (d) in the case of a subsequent Tranche of any Series of Bearer Covered Bonds, in the case of the Principal Paying Agent, deliver the Applicable Final Terms to the specified common depositary for attachment to the Permanent Bearer Global Covered Bond and make all appropriate entries on the relevant Schedule to the Permanent Bearer Global Covered Bond to reflect the increase in its nominal amount;
 - (e) in the case of the Registrar appointed in relation to such Registered Global Covered Bond, deliver the Registered Global Covered Bond to the specified common depositary for Euroclear and Clearstream, Luxembourg against receipt from the common depositary of confirmation that it is holding the Registered Global Covered Bond in safe custody for the

account of Euroclear and Clearstream, Luxembourg unless otherwise agreed in writing between the Registrar and the Issuer (A) in the case of Covered Bonds issued on a non-syndicated basis, to credit the Covered Bonds represented by the Registered Global Covered Bond to the Registrar's distribution account and (B) in the case of Covered Bonds issued on a syndicated basis, to hold the Covered Bonds represented by the Registered Global Covered Bond to the Issuer's order; and

- (f) ensure that the Covered Bonds of each Tranche are assigned, as applicable, security numbers (including, but not limited to, common codes and ISINs) which are different from the security numbers assigned to Covered Bonds of any other Tranche of the same Series until at least expiry of the Distribution Compliance Period of the Tranche.

3.2 Each of the Principal Paying Agent and the Registrar will only be required to perform its obligations under Clause 3.1 if it holds (as applicable):

- (a) a master Temporary Bearer Global Covered Bond and a master Permanent Bearer Global Covered Bond, each duly executed by a person or persons duly authorised to execute the same on behalf of the Issuer, which may be used by the Principal Paying Agent for the purpose of preparing Temporary Bearer Global Covered Bonds and Permanent Bearer Global Covered Bonds, respectively, in accordance with Clause 3.1(a) and Clause 4; and
- (b) a master Registered Global Covered Bond duly executed by a person or persons duly authorised to execute the same on behalf of the Issuer, which may be used by the Registrar for the purpose of preparing Registered Global Covered Bonds in accordance with Clause 3.1(a).

4. EXCHANGE OF GLOBAL COVERED BONDS AND DETERMINATION OF DISTRIBUTION COMPLIANCE PERIOD

4.1 The Principal Paying Agent will determine the Exchange Date for each Temporary Bearer Global Covered Bond in accordance with its terms. Immediately after determining any Exchange Date, the Principal Paying Agent will notify its determination to the Issuer, the Covered Bond Guarantor, the Bond Trustee, the other Agents, the relevant Dealer, Euroclear and Clearstream, Luxembourg. On and after the Exchange Date, the Principal Paying Agent must deliver, upon notice from Euroclear and Clearstream, Luxembourg, a Permanent Bearer Global Covered Bond or Bearer Definitive Covered Bonds, as the case may be, in accordance with the terms of the Temporary Bearer Global Covered Bond.

4.2 Where a Temporary Bearer Global Covered Bond is to be exchanged for a Permanent Bearer Global Covered Bond, the Principal Paying Agent is authorised by the Issuer and instructed:

- (a) in the case of the first Tranche of any Series of Bearer Covered Bonds, to prepare and complete a Permanent Bearer Global Covered Bond in accordance with the terms of the Temporary Bearer Global Covered Bond applicable to such Tranche by attaching a copy of the Applicable Final Terms to a copy of the master Permanent Bearer Global Covered Bond;
- (b) in the case of the first Tranche of any Series of Bearer Covered Bonds, to authenticate the Permanent Bearer Global Covered Bond;
- (c) in the case of the first Tranche of any Series of Bearer Covered Bonds, to deliver the Permanent Bearer Global Covered Bond to the common depositary which is holding the Temporary Bearer Global Covered Bond representing the Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg either in exchange for the Temporary Bearer Global Covered Bond or, in the case of a partial exchange, on entering details of the

partial exchange of the Temporary Bearer Global Covered Bond in the relevant spaces in Schedule 2 of both the Temporary Bearer Global Covered Bond and the Permanent Bearer Global Covered Bond; and

- (d) in the case of a subsequent Tranche of any Series of Bearer Covered Bonds, to attach a copy of the Applicable Final Terms to the Permanent Bearer Global Covered Bond applicable to the relevant Series and to enter details of any exchange in whole or part as stated above.

- 4.3 In the case of a Tranche in respect of which there is only one Dealer, the Principal Paying Agent or the Issuer, as the case may be, will determine the end of the Distribution Compliance Period in respect of the Tranche as being the fortieth day following the date certified by the Dealer to the Principal Paying Agent or the Issuer as being the date on which distribution of the Covered Bonds of that Tranche was completed.
- 4.4 In the case of a Tranche in respect of which there is more than one Dealer but which is not issued on a syndicated basis, the Principal Paying Agent or the Issuer, as the case may be, will determine the end of the Distribution Compliance Period in respect of the Tranche as being the fortieth day following the last of the dates certified by all the Dealers to the Principal Paying Agent or the Issuer as being the respective dates on which distribution of the Covered Bonds of that Tranche purchased by each Dealer was completed.
- 4.5 In the case of a Tranche issued on a syndicated basis, the Principal Paying Agent or the Issuer, as the case may be, will determine the end of the Distribution Compliance Period in respect of the Tranche as being the fortieth day following the date certified by the Lead Manager(s) to the Principal Paying Agent or the Issuer as being the date on which distribution of the Covered Bonds of that Tranche was completed.
- 4.6 Immediately after it determines the end of the Distribution Compliance Period in respect of any Tranche, the Principal Paying Agent or the Issuer, as the case may be, must notify the determination to the Issuer (in the case of the Principal Paying Agent), the Bond Trustee, Euroclear, Clearstream, Luxembourg and the relevant Dealer(s) or Lead Manager(s), as the case may be.

5. ISSUE OF DEFINITIVE COVERED BONDS

- 5.1 Upon notice from Euroclear or Clearstream, Luxembourg (in the case of Bearer Covered Bonds only) pursuant to the terms of the relevant Bearer Global Covered Bonds or upon the Issuer becoming obliged pursuant to Condition 2 (in the case of Registered Covered Bonds only) to issue Definitive Covered Bonds, the Principal Paying Agent (in the case of Bearer Covered Bonds) and the Registrar (in the case of Registered Covered Bonds) are each hereby authorised to:
 - (a) authenticate such Definitive Covered Bonds in accordance with the provisions hereof; and
 - (b) deliver such Definitive Covered Bonds, in the case of Bearer Definitive Covered Bonds, to or to the order of Euroclear and/or Clearstream, Luxembourg or, in the case of Registered Definitive Covered Bonds, as the Registrar may be directed by the holder of such Registered Definitive Covered Bonds.

The Principal Paying Agent must notify the Issuer forthwith upon receipt of a request for issue of Bearer Definitive Covered Bonds in accordance with the provisions of a Temporary Bearer Global Covered Bond or Permanent Bearer Global Covered Bond, as the case may be, and the aggregate nominal amount of such Temporary Bearer Global Covered Bond or Permanent Bearer Global Covered Bond, as the case may be, to be exchanged in connection therewith. The Registrar must notify the Issuer forthwith upon receipt of a request for the issue of Registered Definitive Covered

Bonds and the aggregate nominal amount of the relevant Registered Global Covered Bond to be exchanged in connection therewith.

- 5.2 The Issuer undertakes to deliver to the Principal Paying Agent or the Registrar, as the case may be, sufficient numbers of executed Definitive Covered Bonds with, in the case of Bearer Definitive Covered Bonds (if applicable), Coupons and Talons attached, to enable the Principal Paying Agent or the Registrar, as the case may be, to comply with its obligations under this Clause 5.2.

6. TERMS OF ISSUE

- 6.1 Each of the Principal Paying Agent and the Registrar must cause all Covered Bonds delivered to and held by it or them under this agreement to be maintained in safekeeping and must ensure that Covered Bonds are authenticated and delivered only in accordance with the provisions of this agreement, the Conditions and, where applicable, the relevant Global Covered Bonds.
- 6.2 For the purposes of Clause 3, each of the Principal Paying Agent and the Registrar is entitled to treat a telephone, telex or facsimile communication from a person purporting to be (and whom the Principal Paying Agent or the Registrar, as the case may be, believes in good faith to be) the authorised representative of the Issuer named in the list referred to in, or notified pursuant to, Clause 25.7, or any other list duly provided for the purpose by the Issuer to the Principal Paying Agent or the Registrar, as the case may be, as sufficient instructions and authority of the Issuer for the Principal Paying Agent or the Registrar to act in accordance with Clause 3.
- 6.3 In the event that a person who has signed a master Temporary Bearer Global Covered Bond, a master Permanent Bearer Global Covered Bond, a master Registered Global Covered Bond or a master Registered Definitive Covered Bond held by the Principal Paying Agent or the Registrar, as the case may be, on behalf of the Issuer ceases to be authorised as described in Clause 25.7, the Principal Paying Agent or the Registrar will (unless the Issuer gives notice to the Principal Paying Agent or the Registrar), as the case may be that Covered Bonds signed by that person do not constitute valid and binding obligations of the Issuer or otherwise until replacements have been provided to the Principal Paying Agent or the Registrar, as the case may be) continue to have authority to issue Covered Bonds signed by that person, and the Issuer warrants to the Principal Paying Agent and the Registrar, as the case may be, that those Covered Bonds will be valid and binding obligations of the Issuer. Promptly upon any person ceasing to be authorised, the Issuer must provide the Principal Paying Agent with replacement master Temporary Bearer Global Covered Bond(s) and Permanent Bearer Global Covered Bond(s) and must provide the Registrar with replacement master Registered Global Covered Bonds and Registered Definitive Covered Bonds and the Principal Paying Agent and the Registrar, as the case may be, must, upon receipt of such replacements, cancel and destroy the master Temporary Bearer Global Covered Bond(s), master Permanent Bearer Global Covered Bond(s), master Registered Global Covered Bonds and master Registered Definitive Covered Bonds, as applicable, held by them which are signed by such person and must, upon request, provide the Issuer with a written certification in respect thereof, specifying the Covered Bonds so cancelled and destroyed.
- 6.4 Each of the Principal Paying Agent and the Registrar will provide Euroclear and/or Clearstream, Luxembourg with the notifications, instructions or information to be given by it to Euroclear and/or Clearstream, Luxembourg, as the case may be.
- 6.5 If the Principal Paying Agent at its sole discretion pays an amount (the **Advance**) to the Issuer on the basis that a payment (the **Payment**) has been or will be received from a Dealer and if the Payment is not received by the Principal Paying Agent on the date the Principal Paying Agent pays the Issuer, the Issuer must repay to the Principal Paying Agent the Advance and must pay interest on the Advance (or the unreimbursed portion thereof) from (and including) the date the Advance is made to (but excluding) the earlier of repayment of the Advance or receipt by the Principal Paying Agent or

of the Payment at a rate quoted at that time by the Principal Paying Agent as its cost of funding the Advance provided that evidence of the basis of such rate is given in writing by the Principal Paying Agent to the Issuer. For the avoidance of doubt, the Principal Paying Agent will not be obliged to pay any amount to the Issuer if it has not received satisfactory confirmation that it is to receive the amount from the Dealer.

- 6.6 Except in the case of issues where the Principal Paying Agent does not act as receiving bank for the Issuer in respect of the purchase price of the Covered Bonds being issued, if on the Issue Date the Dealer does not pay the full purchase price due from it in respect of any Covered Bond (the **Defaulted Covered Bond**) and, as a result, the Defaulted Covered Bond remains in the Principal Paying Agent's distribution account with Euroclear and/or Clearstream, Luxembourg after the Issue Date, the Principal Paying Agent will continue to hold the Defaulted Covered Bond to the order of the Issuer. The Principal Paying Agent must notify the Issuer immediately of the failure of the Dealer to pay the full purchase price due from it in respect of any Defaulted Covered Bond and, subsequently, must (a) notify the Issuer immediately on receipt from the Dealer of the full purchase price in respect of any Defaulted Covered Bond and (b) pay to the Issuer the amount so received.

7. EXCHANGE AND TRANSFER OF COVERED BONDS

- 7.1 Upon any exchange of all or a portion of an interest in a Temporary Bearer Global Covered Bond for an interest in a Permanent Bearer Global Covered Bond or upon any exchange of, in the case of a Temporary Bearer Global Covered Bond, all or a portion of an interest in such Temporary Bearer Global Covered Bond or, in the case of a Permanent Bearer Global Covered Bond, all of such Permanent Bearer Global Covered Bond for Bearer Definitive Covered Bonds:

- (a) the relevant Bearer Global Covered Bond must be endorsed by the Principal Paying Agent (or on its behalf) to reflect the reduction of its nominal amount by the aggregate nominal amount so exchanged; and
- (b) the relevant Permanent Bearer Global Covered Bond must be endorsed by the Principal Paying Agent (or on its behalf) to reflect the increase in its nominal amount as a result of such exchange.

Until exchanged in full, the holder of an interest in any Bearer Global Covered Bond will in all respects be entitled to the same benefits under this agreement as the holder of Bearer Definitive Covered Bonds and Coupons authenticated and delivered hereunder, subject as set out in the Conditions and in the relevant Bearer Global Covered Bond. The Principal Paying Agent is hereby authorised on behalf of the Issuer (a) to endorse or to arrange for the endorsement of the relevant Bearer Global Covered Bond to reflect the reduction in the nominal amount represented thereby by the amount so exchanged and, if appropriate, to endorse the Permanent Bearer Global Covered Bond to reflect any increase in the nominal amount represented thereby and, in either case, to sign in the relevant space on the relevant Bearer Global Covered Bond recording such exchange and reduction or increase, and (b) in the case of a total exchange, to cancel or arrange for the cancellation of the relevant Bearer Global Covered Bond.

8. PAYMENTS

- 8.1 The Issuer will, before the Relevant Time in respect of each date on which any payment in respect of any Covered Bond becomes due under the Conditions, transfer to an account specified by the Principal Paying Agent from time to time, such amount in cleared and available funds in the relevant currency sufficient for the purposes of the payment in funds settled through such payment system as the Principal Paying Agent and the Issuer may agree.

- 8.2 Any funds paid by or by arrangement with the Issuer to the Principal Paying Agent under Clause 8.1 will be held in the relevant account referred to in Clause 8.1 for payment to the Covered Bondholders or Couponholders, as the case may be, and will not be required to be repaid to the Issuer unless and until any Covered Bonds or matured Coupons become void under Condition 8. In that event the Principal Paying Agent must repay to the Issuer sums equivalent to the amounts which would otherwise have been repayable on the relevant Covered Bonds or Coupons.
- 8.3 The Issuer will ensure that no later than 10:00 a.m. (London time) on the second Business Day immediately preceding the date on which any payment is to be made to the Principal Paying Agent under Clause 8.1, the Principal Paying Agent will receive a copy of an irrevocable payment instruction from the Issuer or the Covered Bond Guarantor, as applicable, to the bank through which the payment is to be made or an irrevocable payment confirmation by authenticated SWIFT from the paying bank of the Issuer or the Covered Bond Guarantor, as applicable. For the purposes of this Clause, **Business Day** means a day on which commercial banks and foreign exchange markets settle payments and are open for general business in (a) London; (b) Melbourne; (c) Sydney and (d) New York.
- 8.4 The Principal Paying Agent must notify the other Paying Agents, the Covered Bond Guarantor, the Trust Manager, the Issuer and the Bond Trustee immediately:
- (a) if it has not by Relevant Time set out in Clause 8.1 received the full amount in the Specified Currency required for the payment in cleared and available funds; and
 - (b) if it receives the full amount of any sum payable in respect of the Covered Bonds or Coupons after that date and time in cleared and available funds.

The Principal Paying Agent will, at the expense of the Issuer, as soon as reasonably practicable after receiving any amount as described in Clause 8.4(b), cause notice of that receipt to be notified in accordance with Condition 13.

- 8.5 Unless it has received notice under Clause 8.4(a), the Principal Paying Agent must pay or cause to be paid all amounts due in respect of the Covered Bonds on behalf of the Issuer and the Covered Bond Guarantor in the manner provided in the Conditions. If any payment provided for in Clause 8.1 is made late but otherwise in accordance with the provisions of this agreement, the Principal Paying Agent must nevertheless make payments in respect of the Covered Bonds as stated in Clause 8.4(b) following receipt by it of such payment.
- 8.6 If for any reason the Principal Paying Agent considers in its sole discretion that the amounts to be received by it under Clause 8.1 will be, or the amounts actually received by it are, insufficient to satisfy all claims in respect of all payments then falling due in respect of the Covered Bonds, the Principal Paying Agent will not be obliged to pay any such claims until either (i) it is satisfied that it has received the full amount of all such payments or (ii) such other arrangement satisfactory to and agreed by the Principal Paying Agent have been made. If the Principal Paying Agent determines that it is unable to pay any of the claims by reason of insufficiency of funds, it will advise the Issuer, the Covered Bond Guarantor and the Trust Manager within 24 hours of that fact.
- 8.7 Without prejudice to Clauses 8.5 and 8.6, if the Principal Paying Agent pays any amounts to the holders of Covered Bonds or Coupons or to any other Paying Agent at a time when it has not received payment in full in respect of the relevant Covered Bonds in accordance with Clause 8.1 (the excess of the amounts so paid over the amounts so received being the **Shortfall**), the Issuer will, in addition to paying amounts due under Clause 8.1, pay to the Principal Paying Agent on demand, interest (at a rate which represents the Principal Paying Agent's cost of funding the Shortfall provided that evidence of the basis of such rate is given to the Issuer) on the Shortfall (or the unreimbursed portion thereof) until the receipt in full by the Principal Paying Agent of the Shortfall.

- 8.8 Subject to receipt of funds pursuant to Clause 8.1 above, the Principal Paying Agent will on demand promptly reimburse each other Paying Agent for payments in respect of Covered Bonds properly made by such other Paying Agent in accordance with this agreement and the Covered Bonds unless the Principal Paying Agent has notified the relevant other Paying Agent(s) prior to the opening of business in the location of the office of the other Paying Agent(s) through which payment on the Covered Bonds can be made on the due date of a payment under such Covered Bonds that the Principal Paying Agent does not expect to receive sufficient funds to make payment of all amounts falling due in respect of such Covered Bonds.
- 8.9 Whilst any Covered Bonds are represented by Global Covered Bonds, all payments due in respect of the Covered Bonds will be made to, or to the order of, the holder of the Global Covered Bonds and subject to and in accordance with the provisions of the Global Covered Bonds. On the occasion of each payment, the Paying Agent to which any Global Covered Bond was presented for the purpose of making the payment will cause the appropriate Schedule to the relevant Global Covered Bond to be annotated so as to evidence the amounts and dates of the payments of principal and/or interest as applicable.
- 8.10 If the amount of principal and/or interest then due for payment is not paid in full (otherwise than by reason of a deduction required by law to be made therefrom or a certification required by the terms of a Covered Bond not being received), the Principal Paying Agent must make a record of such shortfall on the Covered Bond or Coupon (as the case may be) and each record will, in the absence of manifest error, be prima facie evidence that the payment in question has not to that extent been made.
- 8.11 Following the occurrence of an Issuer Event of Default and the service of an Issuer Acceleration Notice and a Notice to Pay to the Covered Bond Guarantor, this Clause 8 will be amended as follows:
- (a) Clause 8.1 above will be deleted in its entirety and replaced with the following:
- "8.1 The Trust Manager will direct the Covered Bond Guarantor to, and upon receiving such direction the Covered Bond Guarantor will procure, before the Relevant Time in respect of each date on which any payment in respect of any Guaranteed Amounts becomes Due for Payment, the transfer to an account specified by the Principal Paying Agent, such amount in the relevant currency sufficient for the purposes of the payment of such Guaranteed Amounts in funds settled through such payment system as the Principal Paying Agent or the Registrar and the Covered Bond Guarantor may agree."
- (b) Consequential amendments will be made pursuant to Clause 34 to the remainder of this Clause 8.
- 8.12 In the event that the Issuer or the Covered Bond Guarantor determines in its sole discretion that any deduction or withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Agents on any Covered Bonds, then the Issuer or the Covered Bond Guarantor, as the case may be, will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such deduction or withholding provided that, any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this agreement and the Bond Trust Deed. The Issuer or the Covered Bond Guarantor will promptly notify the Agents and the Bond Trustee of any such redirection or reorganisation. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 8.12.

- 8.13 The Issuer or the Covered Bond Guarantor shall notify each Agent in the event that it determines that any payment to be made by an Agent under any Covered Bond is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's and Covered Bond Guarantor's obligations under this Clause 8.13 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer or Covered Bond Guarantor, such Covered Bonds, or both.
- 8.14 Notwithstanding any other provision of this agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under any Covered Bonds for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this subclause 8.14.

9. MUTUAL UNDERTAKING REGARDING INFORMATION REPORTING AND COLLECTION OBLIGATIONS

Each party to this agreement shall, within ten Business Days of a written request by another party to this agreement, supply to that other party such forms, documentation and other information relating to it, its operations, or any Covered Bonds as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this Clause 9 to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For purposes of this Clause 9, "Applicable Law" shall be deemed to include (i) any rule or practice of any Authority by which any party to this Agreement is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; and (iii) any agreement between any Authority and any party to this agreement that is customarily entered into by institutions of a similar nature.

10. DETERMINATIONS AND NOTIFICATIONS IN RESPECT OF COVERED BONDS AND INTEREST DETERMINATION

10.1 Determinations and notifications

- (a) The Principal Paying Agent will, unless otherwise specified in the Applicable Final Terms, make all the determinations and calculations which it is required to make under the Conditions, all subject to and in accordance with the Conditions. The Conditions also contain provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or the quotation or quotations required by the Conditions are unavailable.
- (b) The Principal Paying Agent or such other party responsible for the calculation of the rate of interest as specified in the Applicable Final Terms (as the case may be) must promptly notify (and confirm in writing to) the Issuer, the Covered Bond Guarantor, the Trust Manager, the Bond Trustee, the Registrar, the other Paying Agents and (in respect of a Series of Covered Bonds listed on a Stock Exchange) the relevant Stock Exchange (provided that the Issuer has provided the Principal Paying

Agent with all necessary contact details) of each Rate of Interest, Interest Amount and Interest Payment Date and all other amounts, rates and dates which it is obliged to determine or calculate under the Conditions as soon as practicable after their determination and of any subsequent amendments to them under the Conditions.

- (c) The Principal Paying Agent or such other party responsible for the calculation of the rate of interest as specified in the Applicable Final Terms (as the case may be) must use its best endeavours to cause each Rate of Interest, Interest Amount and Interest Payment Date and all other amounts, rates and dates which it is obliged to determine or calculate under Condition 4 to be published as required in accordance with Condition 4 as soon as practicable after their determination or calculation and otherwise in accordance with Condition 4.
- (d) If the Principal Paying Agent or, as the case may be, the Calculation Agent does not at any time for any reason determine and/or calculate and/or publish the Rate of Interest, Interest Amount and/or Interest Payment Date in respect of any Interest Period or any other amount, rate or date as provided in this Clause 10.1, it must promptly notify the Issuer, the Covered Bond Guarantor, the Trust Manager, the Bond Trustee and other Paying Agents of that fact. If, for any reason, the Principal Paying Agent does not at any time calculate an interest amount as described in Clause 10.1(a) above, the Bond Trustee may use reasonable endeavours to procure that an investment bank or other suitable entity of international repute will determine the same in the manner set out in Condition 4(b)(vii) and the Bond Trustee will as soon as reasonably practicable notify the Issuer, the Covered Bond Guarantor and the Stock Exchange (provided that the Issuer has provided the Principal Paying Agent with all necessary contact details) of the same and such determination and/or calculation will be deemed to be made by the Issuer or the Principal Paying Agent as the case may be.
- (e) Determinations with regard to Covered Bonds required to be made by a Calculation Agent specified in the Applicable Final Terms will be made in the manner so specified. Unless otherwise agreed between the Issuer and the Dealer or the Lead Manager(s), as the case may be, or unless the Principal Paying Agent is the Calculation Agent (in which case the provisions of this agreement will apply), those determinations will be made on the basis of a Calculation Agency Agreement substantially in the form of Schedule 1 (Form of Calculation Agency Agreement) to this agreement. Covered Bonds of any Series may specify additional duties and obligations of any Agent, the performance of which will be agreed between the Issuer and the relevant Agent prior to the relevant Issue Date.
- (f) If the Reference Rate from time to time in respect of Floating Rate Covered Bonds is specified in the Applicable Final Terms as being other than BBSW, LIBOR, EURIBOR, HIBOR, BA-CDOR, SIBOR, BKBM or NIBOR, the Rate of Interest in respect of the Covered Bonds will be determined as provided in the Applicable Final Terms.

11. NOTICE OF ANY WITHHOLDING OR DEDUCTION

- 11.1 If the Issuer or the Covered Bond Guarantor is, in respect of any payment, required to withhold or deduct any amount as specifically contemplated under the Conditions, the Issuer or the Trust Manager (in relation to the Covered Bond Guarantor), as the case may be, must give notice of that fact to the Bond Trustee, the Registrar and the Principal Paying Agent as soon as the Issuer or the Trust Manager (as the case may be) becomes aware of the requirement to make the relevant withholding or deduction and must give to the Bond Trustee, the Registrar and the Principal Paying Agent such information as any of them will require to enable the Bond Trustee, the Registrar and the Principal Paying Agent to comply with the requirement.
- 11.2 If any Paying Agent is, in respect of any payment of principal or interest in respect of the Covered Bonds, required to withhold or deduct any amount as specifically contemplated under the Conditions, other than arising under Clause 11.1 or by virtue of the relevant holder failing to satisfy

any certification or other requirement in respect of its Covered Bonds, it must give notice of that fact to the Issuer, the Bond Trustee, the Covered Bond Guarantor, the Trust Manager and the Principal Paying Agent as soon as it becomes aware of the requirement to withhold or deduct and shall be entitled to make payment net of any such amounts.

12. OTHER DUTIES OF THE REGISTRAR

12.1 The Registrar must perform such duties as are set out herein and the Conditions, and, in performing those duties, must act in accordance with the Conditions and the provisions of this agreement in relation to any Registered Global Covered Bond.

12.2 The Registrar must, so long as any such Registered Covered Bond is outstanding:

- (a) maintain outside the United Kingdom a register (the **Register**) of the holders of the Registered Covered Bonds which will show (i) the nominal amount of Covered Bonds represented by each Registered Global Covered Bond, (ii) the nominal amounts and the serial numbers of the Registered Definitive Covered Bonds, (iii) the dates of issue of all Registered Covered Bonds, (iv) all subsequent transfers and changes of ownership of Registered Covered Bonds, (v) the names and addresses of the holders of the Registered Covered Bonds, (vi) all cancellations of Registered Covered Bonds, whether because of their purchase by the Issuer, their replacement or otherwise, and (vii) all replacements of Registered Covered Bonds (subject, where appropriate, in the case of (vi), to the Registrar having been notified as provided in this agreement);
- (b) effect exchanges of interests between different Registered Global Covered Bonds of the same Series and interests in Registered Global Covered Bonds for Registered Definitive Covered Bonds and vice versa, in accordance with the Conditions and this agreement, keep a record of all exchanges and ensure that the Principal Paying Agent is notified forthwith after any exchange;
- (c) register all transfers of Registered Definitive Covered Bonds;
- (d) receive any document in relation to or affecting the title to any of the Registered Covered Bonds including all forms of transfer, forms of exchange, probates, letters of administration and powers of attorney;
- (e) forthwith, and in any event within five Business Days (being days when banks are open for business in the city in which the specified office of the Registrar is located) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other regulations), (i) upon receipt by it of Registered Definitive Covered Bonds for transfer (together with any certifications required by it including, but not limited to, a Transfer Certificate) or (ii) following the reduction in nominal amount of a Registered Global Covered Bond on exchange into Registered Definitive Covered Bonds, authenticate and deliver at its specified office to the transferee or (at the risk of the transferee) send to the address requested by the transferee duly dated and completed Registered Definitive Covered Bonds of a like aggregate nominal amount to the Registered Definitive Covered Bonds transferred and, in the case of the transfer of part only of a Registered Definitive Covered Bond, authenticate and deliver at its specified office to the transferor or (at the risk of the transferor) send to the address requested by the transferor a duly dated and completed Registered Definitive Covered Bond in respect of the balance of the Registered Definitive Covered Bonds not so transferred;
- (f) if appropriate, charge to the holder of a Registered Covered Bond presented for exchange or transfer (i) the costs or expenses (if any) of delivering Registered Covered Bonds

issued on exchange or transfer other than by regular uninsured mail and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration;

- (g) maintain proper records of the details of all documents and certifications (including, but not limited to, Transfer Certificates) received by itself or any other Transfer Agent (subject to receipt of all other necessary information from the other Transfer Agents);
- (h) prepare all such lists of holders of the Registered Covered Bonds as may be required by the Issuer, the Covered Bond Guarantor or the Principal Paying Agent or any person authorised by any of them;
- (i) subject to applicable laws and regulations at all reasonable times during office hours and upon reasonable notice make the Register available to the Issuer, the Bond Trustee or any person authorised by them or the holder of any Registered Covered Bond for inspection and for the taking of copies or extracts;
- (j) comply with the reasonable requests of the Issuer with respect to the maintenance of the Register and give to the Principal Paying Agent and the Transfer Agent such information as may be reasonably required by them for the proper performance of their duties; and
- (k) comply with the terms of any duly executed Transfer Certificates.

12.3 Notwithstanding anything to the contrary in this agreement, in the event of a partial redemption of Covered Bonds under Condition 6, the Registrar will not be required, unless so directed by the Issuer, (a) to register the transfer of Registered Definitive Covered Bonds (or parts of Registered Definitive Covered Bonds) or to effect exchanges of interests in Registered Global Covered Bonds for Registered Definitive Covered Bonds or vice versa during the period beginning on the sixty-fifth day before the date of the partial redemption and ending on the day on which notice is given specifying the serial numbers of Covered Bonds called (in whole or in part) for redemption (both inclusive) or (b) to register the transfer of any Registered Covered Bond (or part of a Registered Covered Bond) called for partial redemption.

12.4 Registered Covered Bonds will be dated:

- (a) in the case of a Registered Definitive Covered Bond issued on the Issue Date, the Issue Date; or
- (b) in the case of a Registered Definitive Covered Bond issued in exchange for an interest in a Registered Global Covered Bond, or upon transfer, the date of registration in the Register of the exchange or transfer; or
- (c) in the case of Registered Definitive Covered Bond issued to the transferor upon transfer in part of a Registered Covered Bond, the same date as the date of the Registered Covered Bond transferred; or
- (d) in the case of a Registered Definitive Covered Bond issued pursuant to Clause 19, with the same date as the date of the lost, stolen, mutilated, defaced or destroyed Registered Covered Bond in replacement of which it is issued.

13. DUTIES OF THE TRANSFER AGENT

13.1 The Transfer Agent will perform such duties as are set out herein and in the Conditions, and, in performing those duties, must act in accordance with the Conditions and the provisions of this agreement.

13.2 The Transfer Agent must:

- (a) accept Registered Covered Bonds delivered to it, with the form of transfer on them duly executed, together with, as applicable, any Transfer Certificate, for the transfer or exchange of all or part of the Registered Covered Bonds in accordance with the Conditions, and must, in each case, give to the Registrar all relevant details required by it;
- (b) keep a stock of the forms of Transfer Certificates in the form set out in Schedule 4 (Form of Certificate for Exchange or Transfer of Covered Bonds or Beneficial Interest in Registered Covered Bonds) to this agreement, respectively and make such forms available on demand to holders of the Covered Bonds;
- (c) immediately, and in any event within ten Business Days (being days when banks are open for business in Hong Kong) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), (i) upon receipt by it of Registered Definitive Covered Bonds for transfer (together with any certifications required by it including, but not limited to, a Transfer Certificate) or (ii) following the reduction in nominal amount of a Registered Global Covered Bond for exchange into Registered Definitive Covered Bonds, authenticate and deliver at its specified office to the transferee or (at the risk of the transferee) send to the address requested by the transferee duly dated and completed Registered Definitive Covered Bonds of a like aggregate nominal amount to the Registered Definitive Covered Bonds transferred and, in the case of the transfer of part only of a Registered Definitive Covered Bond, authenticate and deliver at its specified office to the transferor or (at the risk of the transferor) send to the address requested by the transferor a duly dated and completed Registered Definitive Covered Bond in respect of the balance of the Registered Definitive Covered Bonds not so transferred;
- (d) if appropriate charge to the holder of a Registered Covered Bond presented for exchange or transfer (i) the costs or expenses (if any) of the Registrar in delivering Registered Covered Bonds issued on such exchange or transfer other than by regular uninsured mail and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the exchange or transfer and, in each case, account to the Registrar for those charges; and
- (e) at the request of any Paying Agent deliver new Registered Covered Bonds to be issued on partial redemption of a Registered Covered Bond.

14. REGULATIONS FOR TRANSFERS AND EXCHANGES OF REGISTERED COVERED BONDS

Subject as provided below, the Issuer may from time to time agree with the Principal Paying Agent, the Bond Trustee and the Registrar reasonable regulations to govern the transfer and registration of Registered Covered Bonds and the exchange of Registered Covered Bonds. The initial regulations, which will apply to Registered Covered Bonds until amended under this Clause 14, are set out in Part 1 of Schedule 3 to this agreement. The Transfer Agent agrees to comply with the regulations as amended from time to time.

15. DUTIES OF AGENTS IN CONNECTION WITH EARLY REDEMPTION

- 15.1 If the Issuer decides to redeem any Covered Bonds for the time being outstanding before their Final Maturity Date in accordance with the Conditions, the Issuer must give notice of the decision to the Bond Trustee and the Principal Paying Agent, and in the case of redemption of Registered Covered Bonds, the Registrar, stating the date on which the Covered Bonds are to be redeemed and the nominal amount of Covered Bonds to be redeemed not less than seven Business Days before the date on which the Issuer will give notice to the Covered Bondholders in accordance with the Conditions of the redemption in order to enable the Principal Paying Agent and, if applicable, the Registrar to carry out its duties in this agreement and in the Conditions.
- 15.2 If only some of the Covered Bonds are to be redeemed, the Principal Paying Agent must, in the case of Definitive Covered Bonds, make the required drawing in accordance with the Conditions but must give the Issuer and the Bond Trustee reasonable notice of the time and place proposed for the drawing and the Issuer and the Bond Trustee will be entitled to send representatives to attend the drawing and will, in the case of Covered Bonds in global form, co-ordinate the selection of Covered Bonds to be redeemed with Euroclear and/or Clearstream, Luxembourg, all in accordance with the Conditions.
- 15.3 The Principal Paying Agent will publish the notice required in connection with any redemption and will, if applicable, at the same time also publish a separate list of the serial numbers of any Definitive Covered Bonds previously drawn and not presented for redemption. The redemption notice will specify the date fixed for redemption, the redemption amount, the manner in which redemption will be effected and, in the case of a partial redemption of Definitive Covered Bonds, the serial numbers of the Covered Bonds to be redeemed. The notice will be published in accordance with the Conditions. The Principal Paying Agent will also notify the Bond Trustee (in the case of Bearer Covered Bonds) and the Registrar and Transfer Agent (in the case of Registered Covered Bonds) of any date fixed for redemption of any Covered Bonds.
- 15.4 The Principal Paying Agent will keep a stock of Put Notices and will make such notices available on demand to holders of any Definitive Covered Bonds, the Conditions of which provide for redemption at the option of Covered Bondholders. Upon receipt of any Covered Bond deposited in the exercise of such option in accordance with the Conditions, the Registrar or the Principal Paying Agent with which such Covered Bond is deposited will hold such Covered Bond (together with any Coupons and Talons relating to it deposited with it) on behalf of the depositing Covered Bondholder (but will not, save as provided below, release it) until the due date for redemption of the relevant Covered Bond consequent upon the exercise of such option, when, subject as provided below, it will present such Covered Bond (and any such unmatured Coupons and Talons) to itself for payment of the amount due together with any interest due on such date in accordance with the Conditions and will pay such moneys in accordance with the directions of the Covered Bondholder contained in the Put Notice. If, prior to such due date for its redemption, an Issuer Event of Default has occurred and is continuing or the Covered Bond becomes immediately due and payable or if upon due presentation payment of such redemption moneys is improperly withheld or refused, the Registrar or the Principal Paying Agent concerned will post such Covered Bond (together with any such Coupons and Talons) by uninsured post to the relevant Covered Bondholder at such address as may have been given by the Covered Bondholder in the Put Notice and at the risk of the relevant Covered Bondholder unless the Covered Bondholder has otherwise requested and paid the costs of such insurance to the Registrar or the Principal Paying Agent at the time of depositing the Covered Bonds. In the case of a partial redemption of Registered Covered Bonds, the Registrar will, in accordance with the Conditions, post a new Registered Covered Bond in respect of the balance of the Registered Covered Bonds not redeemed to the registered holder. At the end of each period for the exercise of such option, the Registrar and each Paying Agent (other than the Principal Paying Agent) will promptly notify the Principal Paying Agent of the principal amount of the Covered Bonds in respect

of which such option has been exercised together with their serial numbers and the Principal Paying Agent will promptly notify such details to the Issuer and the Bond Trustee.

16. EXTENDABLE OBLIGATIONS

16.1 The Applicable Final Terms will provide that the obligations to pay the Final Redemption Amount of the applicable Series of Covered Bonds on their Final Maturity Date may be deferred until the Extended Due for Payment Date, provided that any amount representing the amount due on the Final Maturity Date as set out in the Applicable Final Terms due and remaining unpaid on the Final Maturity Date may be paid on any Interest Payment Date thereafter up to (and including) the relevant Extended Due for Payment Date. Such deferral will occur automatically if (a) prior to the Conversion Event Date, the Issuer fails to pay the Final Redemption Amount of the relevant Series of Covered Bonds on their Final Maturity Date (subject to applicable grace periods) and if the Covered Bond Guarantor fails to pay in full on the Extension Determination Date Guaranteed Amounts equal to the Final Redemption Amount of the relevant Series of Covered Bonds; (b) prior to the Conversion Event Date, if the relevant Series of Covered Bonds is the then Earliest Maturing Covered Bonds following an Issuer Event of Default (i) in accordance with Condition 9(a) (other than in accordance with Condition 9(a)(i) as a result of a failure to pay the Final Redemption Amount in respect of a Series of Covered Bonds) and the service of a Notice to Pay or (ii) in accordance with Condition 9(a)(i) as a result of a failure to pay the Final Redemption Amount in respect of a Series of Covered Bonds and such Series of Covered Bonds has been redeemed in full and, in each case, there are no Pass-Through Covered Bonds outstanding; or (c) the Conversion Event Date occurs. Interest will continue to accrue on any unpaid amount and will be payable on each Interest Payment Date falling after the Final Maturity Date or, if earlier, the Conversion of the relevant Series of Covered Bonds up to (and including) the Extended Due for Payment Date.

16.2 The Issuer undertakes to the Bond Trustee and the Principal Paying Agent, that it will:

- (a) give not less than four Business Days' notice prior to the Final Maturity Date in respect of a Series of Covered Bonds whether (i) payment will be made of the Final Redemption Amount of the applicable Series of Covered Bonds in full on their (x) Final Maturity Date or (y) Extension Determination Date or (ii) the obligation to pay the Final Redemption Amount of the applicable Series of Covered Bonds on their Final Maturity Date will be deferred until the Extended Due for Payment Date; and
- (b) notify the Bond Trustee and the Principal Paying Agent as soon as reasonably practicable following the Conversion of a Series of Earliest Maturing Covered Bonds, that the obligation to pay the Final Redemption Amount in respect of such Earliest Maturing Covered Bonds on their Final Maturity Date will be deferred until the Extended Due for Payment Date; and
- (c) notify the Bond Trustee and the Principal Paying Agent as soon as reasonably practicable following the Conversion Event Date, that the obligation to pay the Final Redemption Amount in respect of all Series of Covered Bonds on their Final Maturity Date will be deferred until the Extended Due for Payment Date,

in each case, an **Extension Notice**.

16.3 Forthwith upon the receipt by the Principal Paying Agent of an Extension Notice, the Principal Paying Agent must notify both Clearstream, Luxembourg and Euroclear (a) in the case of an Extension Notice received in accordance with Clause 16.2(a), not less than three Business Days prior to the relevant Final Maturity Date whether (i) payment will be made of the Final Redemption Amount of the applicable Series of Covered Bonds in full on their Final Maturity Date, or the Extension Determination Date or (ii) the obligation to pay the Final Redemption Amount of the

applicable Series of Covered Bonds on their Final Maturity Date will be deferred until the Extended Due for Payment Date or (b) in the case of an Extension Notice received in accordance with Clause 16.2(b) or 16.2(c), promptly following receipt of such notice, that the obligation to pay the Final Redemption Amount in respect of, in the case of Clause 16.2(b), the relevant Series of Earliest Maturing Covered Bonds, or, in the case of Clause 16.2(c), all Series of Covered Bonds on their Final Maturity Date will be deferred until the Extended Due for Payment Date.

- 16.4 For the avoidance of doubt, a failure by the Issuer to make a notification under this Clause 16 will not affect the validity or effectiveness of any extension of a Series Covered Bonds under Condition 6(a).

17. RECEIPT AND PUBLICATION OF NOTICES

- 17.1 Immediately after it receives a demand or notice from any Covered Bondholder in accordance with the Conditions, the Principal Paying Agent or the Registrar must forward a copy to the Issuer, the Covered Bond Guarantor and the Bond Trustee.
- 17.2 On behalf of and at the request and expense of the Issuer (and, following the occurrence of an Issuer Event of Default and service of a Notice to Pay to the Covered Bond Guarantor or, if earlier, following a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor (acting at the direction of the Trust Manager)), the Principal Paying Agent or the Registrar will cause to be published all notices required to be given by the Issuer, the Covered Bond Guarantor, the Trust Manager and the Bond Trustee to the Covered Bondholders in accordance with the Conditions.

18. CANCELLATION OF COVERED BONDS, COUPONS AND TALONS

- 18.1 All Covered Bonds which are redeemed, all Global Covered Bonds which are exchanged in full, all Registered Covered Bonds which have been transferred, all Coupons which are paid and all Talons which are exchanged will be cancelled by the Agent by which they are redeemed, exchanged, transferred or paid. In addition, the Issuer must immediately notify the Principal Paying Agent in writing of all Covered Bonds which are purchased on behalf of the Issuer, the Covered Bond Guarantor or any of their respective Subsidiaries and all such Covered Bonds as are surrendered to the Principal Paying Agent or the Registrar for cancellation, together (in the case of Bearer Definitive Covered Bonds) with all unmatured Coupons or Talons (if any) attached to them or surrendered with them, must be cancelled by the Agent to which they are surrendered. Each of the Agents must give to the Principal Paying Agent details of all payments made by it and must deliver all cancelled Covered Bonds, Coupons and Talons to the Principal Paying Agent or as the Principal Paying Agent may specify.
- 18.2 The Principal Paying Agent must deliver upon written request to the Issuer and the Bond Trustee as soon as reasonably practicable and in any event within three months after the date of each repayment, payment, cancellation or replacement, as the case may be, a certificate stating:
- (a) the aggregate nominal amount of Covered Bonds which have been redeemed and the aggregate amount paid in respect of them;
 - (b) the number of Covered Bonds cancelled together (in the case of Bearer Definitive Covered Bonds) with details of all unmatured Coupons or Talons attached to them or delivered with them;
 - (c) the aggregate amount paid in respect of interest on the Covered Bonds;
 - (d) the total number by maturity date of Coupons and Talons cancelled; and

(e) (in the case of Definitive Covered Bonds) the serial numbers of the Covered Bonds.

- 18.3 The Principal Paying Agent must destroy all cancelled Covered Bonds, Coupons and Talons and, immediately following their destruction, send to the Issuer upon written request a certificate stating the serial numbers of the Covered Bonds (in the case of Definitive Covered Bonds) and the number by maturity date of Coupons and Talons destroyed.
- 18.4 Without prejudice to the obligations of the Principal Paying Agent under Clause 18.2, the Principal Paying Agent must keep a full and complete record of all Covered Bonds, Coupons and Talons (other than serial numbers of Coupons) and of their redemption, purchase on behalf of the Issuer or the Covered Bond Guarantor or any of their respective Subsidiaries and cancellation, payment or replacement (as the case may be) and of all replacement Covered Bonds, Coupons or Talons issued in substitution for mutilated, defaced, destroyed, lost or stolen Covered Bonds, Coupons or Talons. The Principal Paying Agent must in respect of the Coupons of each maturity retain (in the case of Coupons other than Talons) until the expiry of ten years from the Relevant Date in respect of such Coupons and (in the case of Talons) indefinitely either all paid or exchanged Coupons of that maturity or a list of the serial numbers of Coupons of that maturity still remaining unpaid or unexchanged. The Principal Paying Agent must at all reasonable times make the record available to the Issuer, the Covered Bond Guarantor, the Bond Trustee and any persons authorised by any of them for inspection and for the taking of copies of it or extracts from it.
- 18.5 The Principal Paying Agent is authorised by the Issuer and instructed to endorse or to arrange for the endorsement of the relevant Global Covered Bond to reflect the reduction in the nominal amount represented by it by the amount so redeemed or purchased and cancelled, as the case may be; provided, that, in the case of a purchase or cancellation, the Issuer has notified the Principal Paying Agent of the same in accordance with Clause 18.1.

19. ISSUE OF REPLACEMENT COVERED BONDS, COUPONS AND TALONS

- 19.1 The Issuer will cause a sufficient quantity of additional forms of (i) Bearer Covered Bonds, Coupons and Talons to be available, upon request, to the Principal Paying Agent at its specified office for the purpose of issuing replacement Bearer Covered Bonds, Coupons and Talons as provided below and (ii) Registered Covered Bonds to be available, upon request, to the Registrar and/or Transfer Agent at its specified office for the purpose of issuing replacement Registered Covered Bonds as provided below.
- 19.2 The Principal Paying Agent and the Registrar will, subject to and in accordance with the Conditions and this Clause 19, cause to be delivered any replacement Covered Bonds, Coupons and Talons which the Issuer may determine to issue in place of Covered Bonds, Coupons and Talons which have been lost, stolen, mutilated, defaced or destroyed.
- 19.3 In the case of a mutilated or defaced Bearer Covered Bond, the Principal Paying Agent will ensure that (unless otherwise covered by such indemnity as the Issuer may reasonably require) any replacement Bearer Covered Bond will only have attached to it Coupons and Talons corresponding to those (if any) attached to the mutilated or defaced Bearer Covered Bond which is presented for replacement.
- 19.4 The Principal Paying Agent or the Registrar, as the case may be, will obtain verification in the case of an allegedly lost, stolen or destroyed Covered Bond, Coupon or Talon in respect of which the serial number is known (where applicable), that the Covered Bond, Coupon or Talon has not previously been redeemed, paid or exchanged, as the case may be. Neither the Principal Paying Agent nor the Registrar may issue any replacement Covered Bond, Coupon or Talon unless and until the claimant will have:

- (a) paid the costs and expenses incurred in connection with the issue;
- (b) provided it with such evidence and indemnity as the Issuer and such Principal Paying Agent or Registrar may reasonably require; and
- (c) in the case of any mutilated or defaced Covered Bond, Coupon or Talon, surrendered it to the Principal Paying Agent or, as the case may be, the Registrar.

- 19.5 The Principal Paying Agent, the Transfer Agent or the Registrar will cancel any mutilated or defaced Covered Bonds, Coupons and Talons in respect of which replacement Covered Bonds, Coupons and Talons have been issued under this Clause 19 and upon request will furnish the Issuer with a certificate stating the serial numbers of the Covered Bonds, Coupons and Talons cancelled (where applicable) and, unless otherwise instructed by the Issuer in writing, will destroy the cancelled Covered Bonds, Coupons and Talons and give to the Issuer and the Bond Trustee a destruction certificate containing the information specified in Clause 18.3.
- 19.6 The Principal Paying Agent, the Transfer Agent or the Registrar must, on issuing any replacement Covered Bond, Coupon or Talon, immediately inform the Issuer and the other Paying Agents (in the case of Bearer Covered Bonds) or the Transfer Agents (in the case of Registered Covered Bonds) of the serial number of the replacement Covered Bond, Coupon or Talon issued (where applicable) and (if known) of the serial number of the Covered Bond, Coupon or Talon (where applicable) in place of which the replacement Covered Bond, Coupon or Talon has been issued. Whenever replacement Coupons or Talons are issued pursuant to this Clause 19, the Principal Paying Agent, the Transfer Agent or, as the case may be, the Registrar must also notify the other Paying Agents (in the case of Bearer Covered Bonds) or the Transfer Agent (in the case of Registered Covered Bonds) of the maturity dates of the lost, stolen, mutilated, defaced or destroyed Coupons or Talons and of the replacement Coupons or Talons issued.
- 19.7 The Principal Paying Agent, the Transfer Agent and the Registrar will each keep a full and complete record of all replacement Covered Bonds, Coupons and Talons issued and will make the record available at all reasonable times and upon reasonable notice to the Issuer, the Covered Bond Guarantor and the Bond Trustee and any persons authorised by any of them for inspection and for the taking of copies of it or extracts from it.
- 19.8 Whenever any Bearer Covered Bond, Coupon or Talon for which a replacement Bearer Covered Bond, Coupon or Talon has been issued and in respect of which the serial number is known is presented to the Principal Paying Agent for payment, the Principal Paying Agent or relevant Paying Agent must immediately send notice of that fact to the Issuer and the other Paying Agents.
- 19.9 The relevant Paying Agent will issue further Coupon sheets against surrender of Talons. A Talon so surrendered will be cancelled by the relevant Paying Agent who (except where the Paying Agent is the Principal Paying Agent) will inform the Principal Paying Agent of its serial number. Further Coupon sheets issued on surrender of Talons will carry the same serial number as the surrendered Talon.

20. COPIES OF DOCUMENTS AVAILABLE FOR INSPECTION

Each of the Paying Agents, the Registrar and the Transfer Agent will hold available for inspection at its specified office during normal business hours and upon reasonable notice copies of all documents required to be so available by the Conditions of any Covered Bonds or the rules of any relevant Stock Exchange (or any other relevant authority). For these purposes, the Issuer and the Covered Bond Guarantor (acting at the direction of the Trust Manager) will provide the Paying Agents, the Registrar and the Transfer Agent with sufficient copies of each of the relevant documents and such other documents as may from time to time be required by any relevant Stock Exchange.

21. MEETINGS OF COVERED BONDHOLDERS

- 21.1 The provisions of schedule 4 to the Bond Trust Deed will apply to meetings of the Covered Bondholders and will have effect in the same manner as if set out in this agreement.
- 21.2 Without prejudice to Clause 21.1, each of the Paying Agents on the request of any holder of Bearer Covered Bonds must issue voting certificates and block voting instructions and on the request of any holder of Registered Covered Bonds forms of proxy in accordance with schedule 4 to the Bond Trust Deed and will immediately give notice to the Issuer in writing (with a copy to the Bond Trustee) of any revocation or amendment of a block voting instruction. Each of the Paying Agents will keep a full and complete record of all voting certificates and block voting instructions and forms of proxy issued by it and will, not less than 24 hours before the time appointed for holding a meeting or adjourned meeting, deposit at such place as the Bond Trustee approves, full particulars of all voting certificates and block voting instructions and forms of proxy issued by it in respect of the meeting or adjourned meeting.

22. COMMISSIONS AND EXPENSES

- 22.1 The Issuer and, following the occurrence of an Issuer Event of Default and service of a Notice to Pay to the Covered Bond Guarantor and subject to the Priorities of Payments, the Covered Bond Guarantor, agree(s) to pay to the Principal Paying Agent such fees and commissions together with any VAT or similar tax chargeable in respect thereof as the Issuer, the Trust Manager (following the occurrence of an Issuer Event of Default and service of a Notice to Pay to the Covered Bond Guarantor) and the Principal Paying Agent will separately agree in respect of the services of the Agents under this agreement together with any properly incurred out of pocket expenses (including legal, printing, postage, fax, cable and advertising expenses) incurred by the Agents in connection with their services under this agreement (less any credit or rebate available to the Agents).
- 22.2 The Principal Paying Agent will make payment of the fees and commissions due under this agreement to the other Agents (including VAT or similar tax chargeable in respect thereof upon receipt of a valid tax invoice) and will reimburse their expenses (less any credit or rebate available to the Agents) promptly after the receipt of the relevant moneys from the Issuer or the Covered Bond Guarantor (as the case may be). Neither the Issuer, the Covered Bond Guarantor nor the Bond Trustee will be responsible for any payment or reimbursement by the Principal Paying Agent to the other Agents.
- 22.3 The Issuer agrees to pay any applicable taxes payable in connection with this agreement.
- 22.4 All payments by the Issuer or the Covered Bond Guarantor under this Clause 22 will be made free and clear of, and without withholding or deduction for, any Taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by any government having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or the Covered Bond Guarantor (acting at the direction of the Trust Manager), as the case may be, will pay such additional amounts as will result in receipt by the relevant Agent of such amounts as would have been received by it if no such withholdings had been required.

23. INDEMNITY

- 23.1 The Issuer and the Covered Bond Guarantor severally, must indemnify each of the Agents and their respective directors, officers and employees against any losses, liabilities, costs, Tax (including stamp duty), claims, actions, demands or expenses in respect thereof (together, **Losses**) (including, but not limited to, all reasonable costs, legal fees, charges and expenses in respect thereof (together, **Expenses**) paid or incurred in disputing or defending any Losses) which such Agent or any of its directors, officers and employees may incur or which may be made against it as a result of or in

connection with its appointment or the exercise of its powers and duties under this agreement (and, for the avoidance of doubt, such Losses also include (without limitation) the losses, liabilities, costs or expenses incurred as a result of a negative interest rate or any related charge being applied to any account or balance of an Agent used in connection with its appointment or the exercise of its powers and duties under this agreement) except for any Losses or Expenses resulting from its wilful default, negligence or fraud hereunder or that of its officers, directors or employees.

- 23.2 Each of the Agents must severally indemnify the Issuer and the Covered Bond Guarantor and their respective directors, officers and employees against any Losses (including, but not limited to, all reasonable Expenses paid or incurred in disputing or defending any Losses) which the Issuer or the Covered Bond Guarantor, as the case may be, or any of its directors, officers and employees may incur or which may be made against it as a result of or in connection with the wilful default, negligence or fraud of such Agent or that of its directors, officers or employees.
- 23.3 The indemnities set out above survive any termination of this agreement, and the removal or resignation of each Agent, and the obligations of the Covered Bond Guarantor thereunder are without prejudice to and subject to the Covered Bond Guarantor's obligations under the Priorities of Payments to pay moneys to the Agents.

24. RESPONSIBILITY OF THE AGENTS

- 24.1 No Agent will be liable for any loss caused by events arising without fault or error on the part of such Agent beyond its reasonable control including any malfunction, interruption or error in the transmission of information caused by any machine or systems or interception of communication facilities, abnormal operating conditions or events of force majeure. Nothing in this agreement limits or excludes an Agent's liability for fraud, negligence or wilful default.
- 24.2 No Agent will have any duty or responsibility in the case of any default by the Issuer or the Covered Bond Guarantor in the performance of its obligations under the Conditions or the Bond Trust Deed or, in the case of receipt of a written demand from a Covered Bondholder or Couponholder, with respect to such default, provided however that as soon as reasonably practicable on receiving any notice given by a Covered Bondholder in accordance with Condition 9, the Principal Paying Agent notifies the Issuer, the Covered Bond Guarantor, the Trust Manager and the Bond Trustee of the fact and furnishes it with a copy of the notice.
- 24.3 No Agent will be under any obligation to give notice to any person of the execution of any documents comprised or referred to in this agreement or to take any steps to ascertain whether any Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default or any breach of the Asset Coverage Test or Amortisation Test has occurred and, until it has actual knowledge or express notice pursuant to this agreement to the contrary, each Agent will be entitled to assume that no Issuer Event of Default, Potential Issuer Event of Default, Covered Bond Guarantor Event of Default, Potential Covered Bond Guarantor Event of Default, breach of the Asset Coverage Test or Amortisation Test has occurred and that any of the Issuer and the Covered Bond Guarantor and each of the other parties to the Programme Documents (other than the relevant Agent) is observing and performing all its obligations under this agreement and the other Programme Documents.
- 24.4 No Agent will be responsible for: (i) supervising the performance by the Issuer or any other party to the Programme Documents of their respective obligations under the Programme Documents and each Agent will be entitled to assume, until they each have received written notice to the contrary, that all such persons are properly performing their duties; (ii) considering the basis on which approvals or consents are granted by the Issuer or any other party to the Programme Documents under the Programme Documents; (iii) monitoring the Mortgage Loan Rights then forming part of the Assets of the Trust, including whether the Asset Coverage Test is satisfied or otherwise or the

Legislated Collateralisation Test is satisfied or otherwise or the Amortisation Test is satisfied or otherwise; or (iv) monitoring whether a Mortgage Loan is an Eligible Mortgage Loan.

- 24.5 Whenever in the performance of its duties under this agreement an Agent will deem it desirable that any matter be established by the Issuer, the Covered Bond Guarantor or the Bond Trustee prior to taking or suffering any action under this agreement, the matter may be deemed to be conclusively established by a certificate signed by the Issuer, the Covered Bond Guarantor or the Bond Trustee and delivered to the relevant Agent and the certificate will be a full authorisation to such Agent for any action taken or suffered in good faith by it under the provisions of this agreement in reliance upon the certificate.
- 24.6 In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering (for the purposes of this Clause 24.6 only, **Applicable Law**), the Agents are required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Agents. Accordingly, each of the parties agrees to provide to each Agent upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Agents to comply with Applicable Law.
- 24.7 No provision of this agreement will require any Agent to do anything which may, in its opinion, (i) be illegal or contrary to applicable law or regulation or (ii) cause it to expend or risk its own funds or otherwise incur any Liability in the performance of any of its duties or in the exercise of any of its rights, powers or discretions, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or Liability is not assured to it.
- 24.8 None of the Agents or their respective directors, officers, employees, agents and related bodies corporate are responsible to the Issuer (or the Covered Bond Guarantor) for, or will be liable in respect of (and may assume, until it has actual knowledge or express notice pursuant to this agreement to the contrary) any of the following whether before or after the date of this agreement:
- (a) the value, validity, effectiveness, genuineness, enforceability or sufficiency of the Covered Bonds, any document or agreement or any transaction;
 - (b) any failure by any party to this agreement or any other Programme Document other than the Agent to perform its obligations; or
 - (c) any action taken or omitted to be taken by it or them under this agreement or any other Programme Document,

except in the case of and only to the extent of its or their own negligence, fraud or wilful default.

- 24.9 Except in the case of and only to the extent of its or their own negligence, fraud or wilful default, the Agents will not be liable in respect of any conduct, delay or breach of any obligation under this agreement arising from an error of judgment made in good faith, notwithstanding any other provision of this agreement.
- 24.10 Notwithstanding any term of this agreement, in any instance where the Issuer has suffered loss as a result of an Agent's own fraud, negligence or wilful default in the performance of its duties under this agreement, such Agent shall only be liable to the Issuer for its direct damages.
- 24.11 Notwithstanding any provision of this agreement or any other Programme Documents to the contrary, including, without limitation, any indemnity made by an Agent in this agreement, no Agent will in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, loss of goodwill, loss of reputation and loss of

opportunity), whether or not foreseeable, even if the Agent has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract, breach of duty, fraud or otherwise.

25. CONDITIONS OF APPOINTMENT

25.1 All money the Agents hold for any party or the Covered Bondholders under this agreement in an account with itself is held by it as banker and not as trustee (or in Scotland as agent) and as a result the money will not be held in accordance with the UK FCA Client Money Rules and each Agent is entitled to deal with money paid to it by the Issuer or the Covered Bond Guarantor for the purpose of this agreement in the same manner as other money paid to a banker by its customers and not subject to the UK FCA Client Money Rules except:

- (a) that it will not exercise any right of set-off, lien or similar claim in respect of the money;
- (b) that it will not be liable to account to the Issuer or the Covered Bond Guarantor for any interest on the money; and
- (c) that it will not be required to segregate any money held by it except as required by law.

25.2 In acting under this agreement and in connection with the Covered Bonds, each Agent must act solely as an agent of the Issuer and the Covered Bond Guarantor and will not assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Covered Bonds, Coupons or Talons or any third party.

25.3 Each Agent undertakes to the Issuer and the Covered Bond Guarantor to perform its duties, and will be obliged to perform the duties and only the duties, specifically stated in this agreement and the Conditions, and no implied duties or obligations of any kind (including duties or obligations of a fiduciary or equitable nature) will be read into any of those documents against any Agent, other than the duty to act honestly and in good faith. Each of the Agents (other than the Principal Paying Agent) agrees that if any information that is required by the Principal Paying Agent or the Registrar to perform its duties set out in this agreement becomes known to it, it will promptly provide such information to the Principal Paying Agent.

25.4 Each Agent may consult with legal and other professional advisers (including without limitation financial advisers, auditors and other experts) and obtain and rely and/or act on any advice, report, certificate, opinion or other information of any such advisors and such advice, report, certificate, opinion or other information will be full and complete protection in respect of any action taken, omitted or suffered under this agreement in good faith and in accordance with such advice, report, certificate, opinion or other information.

25.5 Each Agent will be protected and will incur no liability in respect of any action taken, omitted or suffered in reliance on any instruction from the Issuer or the Covered Bond Guarantor or any document which it reasonably believes to be genuine and to have been delivered by the proper party or on written instructions from the Issuer or the Covered Bond Guarantor.

25.6 Any Agent (including its affiliates) and its officers, directors and employees may become the owner of, and/or acquire any interest in, any Covered Bonds, Coupons or Talons with the same rights that it or he would have had if the Agent concerned were not appointed under this agreement, and may engage or be interested in any financial or other transaction with the Issuer or the Covered Bond Guarantor and may act on, or as depositary, trustee or agent for, any committee or body of holders of Covered Bonds or Coupons or in connection with any other obligations of the Issuer or the Covered Bond Guarantor as freely as if the Agent were not appointed under this agreement.

- 25.7 The Issuer and the Covered Bond Guarantor must provide the Principal Paying Agent and the Registrar with a certified copy of the list of persons authorised to execute documents and take action on its behalf in connection with this agreement and will notify the Principal Paying Agent and the Registrar immediately in writing if any of those persons ceases to be authorised or if any additional person becomes authorised together, in the case of an additional authorised person, with evidence satisfactory to the Principal Paying Agent and the Registrar that the person has been authorised.
- 25.8 Except as otherwise permitted in the Bond Trust Deed and the Conditions or as instructed by the Issuer, or as ordered by a court of competent jurisdiction or as required by law or applicable regulations, the Issuer, the Covered Bond Guarantor, the Bond Trustee and each of the Agents will, in the case of Bearer Covered Bonds, be entitled to deem and treat the bearer of any Bearer Covered Bond, Coupon or Talon and, in the case of Registered Covered Bonds, the registered holder of any Registered Covered Bond as the absolute owner of it (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notice of ownership or writing on it or notice of any previous loss or theft of it).
- 25.9 The amount of the Programme may be increased by the Issuer in accordance with the procedure set out in the Programme Agreement. Upon any increase being effected, all references in this agreement to the amount of the Programme will be deemed to be references to the increased amount.
- 25.10 No Agent will be under any obligation to take any action under this agreement which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it.
- 25.11 The Issuer and the Covered Bond Guarantor shall provide or procure the provision to the Agents, upon their reasonable request from time to time, such:
- (a) information and documentation as may be available to the Issuer and/or the Covered Bond Guarantor which is not already available to the Agents (or which an Agent is not itself responsible for maintaining or providing under this agreement); and
 - (b) clarification of any directions or instructions previously given by it to the Agent which the Agent has determined are unclear or ambiguous,
- in order to enable the Agents to comply with their obligations under this agreement (including any such directions or instructions).
- 25.12 Each Agent may appoint any person as attorney, contractor, professional advisor, officer, agent, delegate or otherwise (if any), and delegate to any such person its powers as may be necessary for it to carry out any of its obligations under this agreement. Subject to the Agent having acted with all due care in selecting such person (each person appointed under this paragraph being an **Appointee**), the Agent will not be liable for any acts or omissions of any Appointee and the Agent will not have any obligation to supervise such Appointee or be responsible for any loss, liability, cost, claim, action, demand or expense whatsoever incurred by reason of the Appointee's acts, omissions, misconduct, negligence, fraud, default or otherwise. For the avoidance of doubt, the responsibility of the Agent for losses or costs of any kind whatsoever incurred by the Issuer is limited to the failure on the part of such Agent to exercise due care in selecting and retaining such Appointee.
- 25.13 Without limiting Clause 25.12, the parties agree that the Principal Paying Agent may delegate any obligation that it may have to determine BKBM under this agreement to the Issuer and that in making any such delegation the Principal Paying Agent will, for the purpose of Clause 25.12, be deemed to have acted with all due care in selecting and retaining the Issuer as its Appointee for that purpose. The Principal Paying Agent will be entitled to rely upon any BKBM determination made by the Issuer as its Appointee and in no circumstances will the Principal Paying Agent be required to

check any BKBM determination made by the Issuer as its Appointee, in each case without any responsibility for any loss, liability, cost, claim, action, demand or expense whatsoever incurred by reason of the Issuer's acts, omissions, misconduct, negligence, fraud, default or otherwise as its Appointee.

- 25.14 The Issuer will not, without the prior written consent of the Principal Paying Agent, issue any Covered Bonds other than those which are subject to either a fixed and/or floating rates of interest or which are subject to no interest.

26. COMMUNICATIONS BETWEEN THE PARTIES

A copy of all communications relating to the subject matter of this agreement between the Issuer, the Covered Bond Guarantor, the Bond Trustee and any Agent (other than the Principal Paying Agent) will be sent by the party making the communication (or, in the case of the Covered Bond Guarantor, the Trust Manager) to the Principal Paying Agent.

27. CHANGES IN AGENTS

- 27.1 Each of the Issuer and the Covered Bond Guarantor agrees that, for so long as any Covered Bond is outstanding, or until moneys for the payment of all amounts in respect of all outstanding Covered Bonds have been made available to the Principal Paying Agent and have been returned to the Issuer or the Covered Bond Guarantor, as the case may be, as provided in this agreement:

- (a) there will at all times be a Principal Paying Agent and a Registrar; and
- (b) so long as any of the Covered Bonds are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Covered Bonds) and a Transfer Agent (in the case of Registered Covered Bonds) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or as the case may be, other relevant authority.

- 27.2 In addition, the Issuer must appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5(f).

- 27.3 Each of the Principal Paying Agent and the Registrar (subject as provided in Clause 27.5) at any time resign by giving at least 60 days' written notice to the Issuer, the Covered Bond Guarantor, the Trust Manager and the Bond Trustee specifying the date on which its resignation becomes effective.

- 27.4 Each of the Principal Paying Agent and the Registrar may (subject as provided in Clause 27.5) be removed at any time by the Issuer and the Covered Bond Guarantor (acting at the direction of the Trust Manager) with the prior written approval of the Bond Trustee on at least 60 days' notice in writing from the Issuer and the Covered Bond Guarantor (acting at the direction of the Trust Manager) specifying the date when the removal becomes effective.

- 27.5 Any resignation under Clause 27.3 or removal of the Principal Paying Agent or the Registrar under Clauses 27.4 or 27.6 will only take effect upon the appointment by the Issuer and the Covered Bond Guarantor (acting at the direction of the Trust Manager) of a successor Principal Paying Agent or successor Registrar, as the case may be, approved in writing by the Bond Trustee and (other than in cases of insolvency of the Principal Paying Agent or the Registrar, as the case may be) on the expiry of the notice to be given under Clause 30. Each of the Issuer and the Covered Bond Guarantor agrees with the Principal Paying Agent and the Registrar that if, by the day falling 10 days before the expiry of any notice under Clause 27.3, the Issuer and the Covered Bond Guarantor have not appointed a successor Principal Paying Agent or Registrar, as the case may be, approved in writing by the Bond Trustee, then the Principal Paying Agent or the Registrar, as the case may be, will be entitled, on

behalf of the Issuer and the Covered Bond Guarantor, to appoint in its place as a successor Principal Paying Agent or Registrar, as the case may be, a reputable financial institution of good standing which the Issuer, the Covered Bond Guarantor (acting at the direction of the Trust Manager) and the Bond Trustee will approve.

- 27.6 In case at any time any Agent resigns, or is removed, or becomes incapable of acting or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or a substantial part of its property, or admits in writing its inability to pay or meet its debts as they mature or suspends payment of its debts, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of its property is appointed or if any officer takes charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a successor Agent which will be a reputable financial institution of good standing may be appointed by the Issuer and the Covered Bond Guarantor (acting at the direction of the Trust Manager) with the prior written approval of the Bond Trustee. Upon the appointment of a successor Agent and acceptance by it of its appointment and (other than in case of insolvency of the Agent) upon expiry of the notice to be given under Clause 30, the Agent so superseded will cease to be an Agent under this agreement.
- 27.7 Subject to Clause 27.1, the Issuer and the Covered Bond Guarantor may (acting at the direction of the Trust Manager), with the prior written approval of the Bond Trustee, terminate the appointment of any of the other Agents at any time and/or appoint one or more further or other Agents by giving to the Principal Paying Agent and to the relevant other Agent at least 60 days' notice in writing to that effect (other than in the case of insolvency).
- 27.8 Subject to Clauses 27.1 and 27.5, all or any of the Agents (other than the Principal Paying Agent and the Registrar) may resign their respective appointments under this agreement at any time by giving the Issuer, the Covered Bond Guarantor, the Trust Manager, the Bond Trustee and the Principal Paying Agent at least 60 days' written notice to that effect.
- 27.9 Upon its resignation or removal becoming effective, an Agent will:
- (a) in the case of the Principal Paying Agent and the Registrar, immediately transfer any moneys and records held by it under this agreement to the successor Agent (except such records as it may be prevented by law or regulation from so transferring); and
 - (b) be entitled to the payment by the Issuer (and, following the occurrence of an Issuer Event of Default and service of a Notice to Pay to the Covered Bond Guarantor, the Covered Bond Guarantor) of the commissions, fees and expenses and other amounts due to the Agent (if any) payable in respect of its services under this agreement before termination in accordance with the terms of Clause 22.
- 27.10 Upon its appointment becoming effective, a successor or new Agent will, without any further action, become vested with all the authority, rights, powers, duties and obligations of its predecessor or, as the case may be, an Agent with the same effect as if originally named as an Agent under this agreement.
- 27.11 No Agent is responsible for loss, liabilities and expenses incurred by its resignation in accordance with this Clause 27 and the Issuer is responsible for all costs in relation to the appointment of a replacement Agent under this Clause 27.

28. CHANGE OF BOND TRUSTEE

- 28.1 If there is any change in the identity of the Bond Trustee in accordance with the Bond Trust Deed, the parties to this agreement (in the case of the Covered Bond Guarantor, acting at the direction of the Trust Manager) will execute such documents and take such action as the successor Bond Trustee and the outgoing Bond Trustee may reasonably require for the purpose of vesting in the successor Bond Trustee the rights of the outgoing Bond Trustee under this agreement.
- 28.2 It is hereby acknowledged and agreed that by its execution of this agreement the Bond Trustee will not assume or have any of the obligations or liabilities of any of the other parties hereto under this agreement and that the Bond Trustee has agreed to become a party to this agreement for the purpose only of taking the benefit of this agreement and agreeing to amendments thereto. Any liberty or right which may be exercised or any determination which may be made under this agreement by the Bond Trustee may be exercised or made in the Bond Trustee's absolute discretion without any obligation to give reasons therefor, and the Bond Trustee will not be responsible for any liability occasioned by so acting but subject always to the provisions of the Bond Trust Deed.

29. MERGER AND CONSOLIDATION

Any corporation into which any Agent may be merged or converted, or any corporation with which an Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which an Agent will be a party, or any corporation to which an Agent will sell or otherwise transfer all or substantially all of its assets will, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Agent under this agreement without the execution or filing of any paper or any further act on the part of the parties to this agreement, unless otherwise required by the Issuer, the Covered Bond Guarantor or the Bond Trustee and after the said effective date all references in this agreement to the relevant Agent will be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer must immediately be given to the Issuer, the Covered Bond Guarantor, the Trust Manager, the Bond Trustee and the Rating Agencies by the relevant Agent.

30. NOTIFICATION OF CHANGES TO AGENTS

Following receipt of notice of resignation from an Agent and immediately after appointing a successor or new Agent or on giving notice to terminate the appointment of any Agent or the Principal Paying Agent (on behalf of and at the expense of the Issuer and, following an Issuer Event of Default and service of a Notice to Pay to the Covered Bond Guarantor, the Covered Bond Guarantor) must give or cause to be given not more than 45 days' nor less than 30 days' notice of the fact to the Covered Bondholders in accordance with the Conditions.

31. CHANGE OF SPECIFIED OFFICE

If any Agent determines to change its specified office it must give to the Issuer, the Covered Bond Guarantor, the Trust Manager, the Bond Trustee and the Principal Paying Agent written notice of that fact giving the address of the new specified office which will be in the same city and stating the date on which the change is to take effect, which will not be less than 45 days after the notice. The Principal Paying Agent (on behalf of and at the expense of the Issuer and, following an Issuer Event of Default and service of a Notice to Pay to the Covered Bond Guarantor, the Covered Bond Guarantor) must within 15 days of receipt of the notice (unless the appointment of the relevant Agent is to terminate pursuant to Clause 27 on or prior to the date of the change) give or cause to be given not more than 45 days' nor less than 30 days' notice of the change to the Covered Bondholders in accordance with the Conditions.

32. NOTICES

- 32.1 Subject to Clause 32.2, any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication to the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Trust Manager or the Principal Paying Agent to be given, made or served for any purposes under this agreement will be given, made or served by sending the same by pre-paid post (first class if inland, first class airmail if overseas), email or facsimile transmission or by delivering it by hand as follows:

**Covered Bond Guarantor:
PERPETUAL CORPORATE TRUST LIMITED**

Address: Level 18, 123 Pitt Street
Sydney NSW 2000
Australia
Attention: Manager, Transaction Management, Debt Markets Services
Email: securitisationops@perpetual.com.au

**Issuer
BANK OF QUEENSLAND LIMITED**

Address: Level 6, 100 Skyring Terrace
Newstead QLD 4000
Australia
Attention: Head of Funding
Email: longtermfunding@boq.com.au

**Trust Manager
B.Q.L. MANAGEMENT PTY LTD**

Address: Level 6, 100 Skyring Terrace
Newstead QLD 4000
Australia
Attention: Head of Funding
Email: longtermfunding@boq.com.au

**Bond Trustee:
BNY TRUST COMPANY OF AUSTRALIA LIMITED**

Address: Level 2, 1 Bligh Street
Sydney, NSW, 2000
Australia
Attention: Global Client Services
Fax: + 61 2 9260 6009

Principal Paying Agent and Transfer Agent
THE BANK OF NEW YORK MELLON, LONDON BRANCH

Address: 40th Floor, One Canada Square
London, E14 5AL
United Kingdom
Attention: Global Client Services
Fax: + 44 20 7964 6369
with a copy to BNY TRUST COMPANY OF AUSTRALIA LIMITED
Address: Level 2, 1 Bligh Street

Sydney, NSW, 2000
Australia
Attention: Global Client Services
Fax: + 61 2 9260 6009

Registrar

THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH

Address: 2-4 Eugene Ruppert, Vertigo Building
Polaris L-2453
Luxembourg

Attention: Global Client Services
Fax: + 352 2452 4204

with a copy to BNY TRUST COMPANY OF AUSTRALIA LIMITED

Address: Level 2, 1 Bligh Street
Sydney, NSW, 2000
Australia

Attention: Global Client Services
Fax: + 61 2 9260 6009

or to such other postal address, email address or facsimile number as have been notified (in accordance with this Clause 32 to the other parties hereto and any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication sent by post as aforesaid will be deemed to have been given, made or served seven Business Days in the case of inland post or eleven Business Days in the case of overseas post after despatch and any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication sent by facsimile transmission as aforesaid will be deemed to have been given, made or served 24 hours after the time of despatch provided that in the case of a notice, approval, request, certificate, demand, consent, recommendation, direction or other communication given by facsimile transmission such notice, approval, request, certificate, demand, consent, recommendation, direction or other communication will forthwith be confirmed by post. The failure of the addressee to receive such confirmation will not invalidate the relevant notice or demand given by facsimile transmission.

- 32.2 A notice, approval, request, certificate, demand, consent, recommendation, direction or other communication to be given under this agreement may only be given by email where the recipient has agreed that that communication or communications of that type, may be given by email. Unless a later time is specified in it, a notice, approval, request, certificate, demand, consent, recommendation, direction or other communication takes effect from the time it is received. An email is taken to be received on receipt by the sender of an email from the recipient stating that the email was delivered in its entirety and the contents and attachments of the email have been received.
- 32.3 Neither the Bond Trustee nor any Agent will in any event be liable for any Liability arising due to it receiving or transmitting any data from any other party or its respective Authorised Signatory (each a **Notifying Party**) via any non-secure method of transmission or communication, such as, but without limitation, by facsimile or email.
- 32.4 Each Notifying Party accepts that some methods of communication are not secure and the Bond Trustee and each Agent will incur no liability for receiving instructions, notices, certificates or other communications (as the case may be) via any such non-secure method. The Bond Trustee and each Agent is authorised to comply with and rely upon any such notice, certificate, instructions or other communications believed by it to have been sent or given by an Authorised Signatory, the Bond Trustee and each Agent shall have no duty or obligation to verify or confirm that the person who actually sent such notice, certificate, instructions or other communications is, in fact, an Authorised Signatory and the Bond Trustee and each Agent will in no event be liable for any Liability incurred

or sustained by any person as a result of such compliance or reliance. Each Notifying Party must use all reasonable endeavours to ensure that instructions, notices, certificates or other communications transmitted to the Bond Trustee and each Agent pursuant to this agreement are completed and correct. Any instructions, notices, certificates or other communications will be conclusively deemed to be valid instructions from the relevant Notifying Party to the Bond Trustee and each Agent for the purposes of this agreement.

33. TAXES AND STAMP DUTIES

The Issuer (and, following an Issuer Event of Default and service of a Notice to Pay to the Covered Bond Guarantor, the Covered Bond Guarantor) agree(s) to pay any and all stamp and other documentary taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this agreement.

34. MODIFICATIONS

Subject to clause 21 of the Bond Trust Deed, any modification to this agreement will be made only with the prior written consent of each party to this agreement.

Unless the Bond Trustee otherwise agrees, any such modification must be notified by the Issuer to the Covered Bondholders of all Series of Covered Bonds for the time being outstanding in accordance with Condition 13 as soon as practicable thereafter.

35. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, other than the right of the Security Trustee to enforce Clause 36 and any other term of this agreement pursuant to its rights under the Security Deed.

36. LIMITED RECOURSE

Clause 36 of the Establishment Deed is incorporated into this agreement as if set out here in full with any necessary amendments to clause references and references to applicable documents, except that all references to "this deed" will be references to "this agreement".

37. GOVERNING LAW

This agreement and any non-contractual obligations arising out of or in connection with it, other than Clause 36, will be governed by, and construed in accordance with, the laws of England and Wales. Clause 36 will be governed by and construed in accordance with the law applying in the State of New South Wales, Australia.

38. SUBMISSION TO JURISDICTION

38.1 Each party to this agreement hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or in connection with this agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding. The parties to this agreement may take any suit, action or proceeding arising out of or in connection with this agreement (including any proceedings relating to any non-contractual obligations arising out of or in

connection with this agreement) against the Issuer or the Covered Bond Guarantor in any other court of competent jurisdiction and concurrent proceedings in any number of jurisdictions.

38.2 Each of the Issuer and the Covered Bond Guarantor irrevocably and unconditionally appoint Cheeswrights Notaries Public, Bankside House, 107 Leadenhall Street, London EC3A 4AF, for the time being and in the event of its ceasing so to act will appoint such other person as the Bond Trustee may approve and as the Issuer may nominate in writing to the Bond Trustee for the purpose to accept service of process on its behalf in England in respect of any proceedings. Each of the Issuer and the Covered Bond Guarantor:

- (a) agree to procure that, so long as any of the Covered Bonds issued or guaranteed by it remains liable to prescription, there will be in force an appointment of such a person approved by the Bond Trustee with an office in London with authority to accept service as aforesaid;
- (b) agree that a failure by any such person to give notice of such service or process to the Issuer will not impair the validity of such service or of any judgment based thereon;
- (c) consent to the service of process in respect of any proceedings in accordance with Clause 38.1; and
- (d) agrees that nothing in this agreement will affect the right to serve process in any other manner permitted by law.

39. COUNTERPARTS

This agreement may be executed and delivered in any number of counterparts, each of which, when taken together, will constitute one and the same agreement and any party to this agreement may enter into the same by executing and delivering a counterpart. However, this agreement will have no force or effect until it is executed by the last party to execute the same and will be deemed to have been executed and delivered in the place where such last party executed this agreement.

SCHEDULE 1
FORM OF CALCULATION AGENCY AGREEMENT

DATED []

BANK OF QUEENSLAND LIMITED

and

unconditionally and irrevocably guaranteed as to payments of
interest and principal by

PERPETUAL CORPORATE TRUST LIMITED

BOQ COVERED BOND PROGRAMME

CALCULATION AGENCY AGREEMENT

CALCULATION AGENCY AGREEMENT

in respect of a

AUD3,250,000,000

BOQ COVERED BOND PROGRAMME

THIS AGREEMENT is dated [●]

BETWEEN:

- (1) **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740 (BOQ)** as issuer of the Covered Bonds, having its registered office at Level 6, 100 Skyring Terrace, Newstead QLD 4000, Australia (the **Issuer**);
- (2) **PERPETUAL CORPORATE TRUST LIMITED ABN 99 000 341 533**, in its capacity as guarantor as to payments of interest and principal under the Covered Bonds, having its registered office at Level 18, 123 Pitt Street, Sydney, NSW 2000, Australia (the **Covered Bond Guarantor**);
- (3) **BNY TRUST COMPANY OF AUSTRALIA LIMITED ABN 49 050 294 052**, whose registered office is at Level 2, 1 Bligh Street, Sydney, NSW, 2000, Australia, in its capacity as bond trustee appointed under the Bond Trust Deed (the **Bond Trustee**, which expression will include any additional or successor bond trustee appointed from time to time); and
- (4) [●], whose registered office is at [●] in its capacity as calculation agent under the Programme (the **Calculation Agent**, which expression will include any successor calculation agent appointed under this agreement).

IT IS AGREED:

1. DEFINITION AND INTERPRETATION

The BOQ Covered Bond Trust Definitions Schedule made between the parties to the Programme Documents dated on or about [●] (as the same may be amended, restated, varied or supplemented from time to time with the consent of the parties thereto, the **Definitions Schedule**) is expressly and specifically incorporated into this agreement and, accordingly, the expressions defined in the Definitions Schedule will, except where the context otherwise requires and where otherwise defined in this agreement, have the same meanings in this agreement, including the Schedules herein and this agreement will be construed in accordance with the interpretation provisions set out in clause 2 of the Definitions Schedule.

2. APPOINTMENT OF THE CALCULATION AGENT

The Calculation Agent is hereby appointed, and the Calculation Agent agrees to act, as Calculation Agent in respect of each Series of Covered Bonds described in the Schedule hereto (the **Relevant Covered Bonds**) for the purposes set out in clause 2 of the Principal Agency Agreement and on the terms of this agreement. The agreement of the parties that this agreement is to apply to each Series of Relevant Covered Bonds will be evidenced by the manuscript annotation and signature in counterpart of the Schedule hereto.

3. DUTIES OF CALCULATION AGENT

The Calculation Agent must in relation to each Series of Relevant Covered Bonds (each a **Series**) perform all the functions and duties imposed on the Calculation Agent by the terms and conditions of the Relevant Covered Bonds (the **Conditions**) including endorsing the Schedule appropriately in relation to each Series of Relevant Covered Bonds.

4. EXPENSES

The arrangements in relation to expenses will be separately agreed in relation to each issue of Relevant Covered Bonds.

5. INDEMNITY

5.1 The Issuer must indemnify the Calculation Agent against any losses, liabilities, costs, tax (including stamp duty), claims, actions, demands or expenses (together, **Losses**) (including, but not limited to, all reasonable costs, tax (including stamp duty), legal fees, charges and expenses (together, **Expenses**) paid or incurred in disputing or defending any Losses) which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers and duties under this agreement except for any Losses or Expenses resulting from its wilful default, negligence or bad faith or that of its officers, directors, agents or employees or the material breach by it of the terms of this agreement.

5.2 The Calculation Agent must indemnify the Issuer and the Covered Bond Guarantor against any Losses and Expenses which the Issuer or the Covered Bond Guarantor may incur or which may be made against the Issuer or the Covered Bond Guarantor as a result of the breach by the Calculation Agent of the terms of this agreement or its default, negligence or bad faith or that of its officers, directors or employees or the breach by any of them of the terms of this agreement.

5.3 Except as provided in Clause 5.2 above, the Calculation Agent in acting hereunder will incur no liability in respect of any action taken, omitted or suffered to be taken in good faith in reliance upon:

- (a) the written advice of any lawyer or professional adviser;
- (b) any instruction, request or order from the Issuer, the Covered Bond Guarantor or the Bond Trustee; or
- (c) any relevant Covered Bond or Coupon, notice, direction, consent, certificate, affidavit, endorsement, assignment, statement, resolution, letter, telex, facsimile transaction or other paper or document which it reasonably believes to be genuine and signed by the proper party or parties.

6. CONDITIONS OF APPOINTMENT

6.1 In acting under this agreement and in connection with the Relevant Covered Bonds, the Calculation Agent will act solely as an agent of the Issuer and, after the service of a Notice to Pay, the Covered Bond Guarantor and, in the circumstances described in Clause 6.2, the Bond Trustee if it so requires, and will not assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Relevant Covered Bonds or the coupons (if any) appertaining to the Relevant Covered Bonds (the **Coupons**).

6.2 At any time after an Issuer Event of Default or Potential Issuer Event of Default has occurred and is continuing or the Bond Trustee has received any money from the Issuer which it proposes to pay

under clause 11 of the Bond Trust Deed to the relevant Covered Bondholders and/or Couponholders, the Bond Trustee may:

- (a) by notice in writing to the Issuer, the Covered Bond Guarantor and the Calculation Agent require the Calculation Agent pursuant to this agreement:
 - (i) to act thereafter, unless otherwise instructed by the Bond Trustee, as Calculation Agent of the Bond Trustee under the terms of the Bond Trust Deed *mutatis mutandis* on the terms provided in this agreement (save that the Bond Trustee's liability under any provisions of this agreement for the indemnification, remuneration and payment of out-of-pocket expenses of the Calculation Agent will be limited to the amounts for the time being held by the Bond Trustee on the trusts of the Bond Trust Deed relating to the Covered Bonds of the relevant Series and the related Coupons and Talons available for such purpose) and thereafter to hold all Covered Bonds, Coupons and Talons and all sums, documents and records held by it in respect of Covered Bonds, Coupons and Talons on behalf of the Bond Trustee; or
 - (ii) to deliver up all Covered Bonds, Coupons and Talons and all sums, documents and records held by the Calculation Agent in respect of the Covered Bonds, Coupons and Talons to the Bond Trustee or as the Bond Trustee may direct in such notice provided that such notice will be deemed not to apply to any documents or records which the Calculation Agent is obliged not to release by any law or regulation; and/or
- (b) by notice in writing to the Issuer require it (but not the Covered Bond Guarantor) to make all subsequent payments in respect of the Covered Bonds, Coupons and Talons to or to the order of the Bond Trustee and not to the Principal Paying Agent and with effect from the issue of any such notice to the Issuer and until such notice is withdrawn, clause 2.4(a) of the Bond Trust Deed will cease to have effect in respect of the Issuer and the Covered Bond Guarantor.

6.3 At any time after a Covered Bond Guarantor Event of Default or Potential Covered Bond Guarantor Event of Default has occurred and is continuing or the Bond Trustee has received any money from the Covered Bond Guarantor which it proposes to pay under clause 11 of the Bond Trust Deed to the relevant Covered Bondholders and/or Couponholders, the Bond Trustee may:

- (a) by notice in writing to the Issuer, the Covered Bond Guarantor and the Calculation Agent require the Calculation Agent pursuant to this agreement:
 - (i) to act thereafter, unless otherwise instructed by the Bond Trustee, as Calculation Agent of the Bond Trustee under the terms of the Bond Trust Deed *mutatis mutandis* on the terms provided in this agreement (save that the Bond Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Calculation Agent will be limited to the amounts for the time being held by the Bond Trustee on the trusts of the Bond Trust Deed relating to the Covered Bonds of the relevant Series and the related Coupons and Talons available for such purpose) and thereafter to hold all Covered Bonds and Coupons and all sums, documents and records held by them in respect of Covered Bonds and Coupons on behalf of the Bond Trustee; or
 - (ii) to deliver up all Covered Bonds, Coupons and Talons and all sums, documents and records held by the Calculation Agent in respect of the Covered Bonds, Coupons and Talons to the Bond Trustee or as the Bond Trustee may direct in such notice provided that such notice will be deemed not to apply to any documents or records which the Calculation Agent is obliged not to release by any law or regulation; and/or

(b) by notice in writing to the Covered Bond Guarantor require it to make all subsequent payments in respect of the Covered Bonds, Coupons and Talons to or to the order of the Bond Trustee and not to the Calculation Agent and with effect from the issue of any such notice to the Covered Bond Guarantor and until such notice is withdrawn clause 2.4(a) of the Bond Trust Deed will cease to have effect in respect of the Issuer and the Covered Bond Guarantor.

6.4 In relation to each issue of Relevant Covered Bonds, the Calculation Agent will be obliged to perform the duties and only the duties specifically stated in this agreement and the Conditions and no implied duties or obligations will be read into this agreement or the Conditions against the Calculation Agent, other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent expert in comparable circumstances.

6.5 The Calculation Agent may consult with legal and other professional advisers and the opinion of the advisers will be full and complete protection in respect of any action taken, omitted or suffered under this agreement in good faith and in accordance with the opinion of the advisers.

6.6 The Calculation Agent will be protected and will incur no liability in respect of any action taken, omitted or suffered in reliance on any instruction from the Issuer, the Covered Bond Guarantor or the Bond Trustee or any document which it reasonably believes to be genuine and to have been delivered by the proper party or on written instructions from the Issuer, the Covered Bond Guarantor or the Bond Trustee.

6.7 The Calculation Agent and any of its officers, directors and employees may become the owner of, or acquire any interest in, any Covered Bonds or Coupons (if any) with the same rights that it or he would have had if the Calculation Agent were not appointed under this agreement, and may engage or be interested in any financial or other transaction with the Issuer or the Covered Bond Guarantor and may act on, or as depositary, trustee or agent for, any committee or body of holders of Covered Bonds or Coupons or in connection with any other obligations of the Issuer or the Covered Bond Guarantor as freely as if the Calculation Agent were not appointed under this agreement.

7. TERMINATION OF APPOINTMENT

7.1 The Issuer and the Covered Bond Guarantor (acting at the direction of the Trust Manager) may, with the prior written approval of the Bond Trustee, terminate the appointment of the Calculation Agent at any time by giving to the Calculation Agent at least 60 days' prior written notice to that effect, provided that, so long as any of the Relevant Covered Bonds is outstanding:

(a) the notice will not expire less than 45 days before any date on which any calculation is due to be made in respect of any Relevant Covered Bonds; and

(b) notice will be given in accordance with the Conditions to the holders of the Relevant Covered Bonds at least 45 days before any removal of the Calculation Agent.

7.2 Notwithstanding the provisions of Clause 7.1, if at any time:

(a) the Calculation Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or admits in writing its inability to pay or meet its debts as they may mature or suspends payment of its debts, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of

its property is appointed or if any officer takes charge or control of the Calculation Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; or

- (b) the Calculation Agent fails duly to perform any function or duty imposed on it by the Conditions and this agreement,

the Issuer, with the prior written approval of the Bond Trustee, may immediately without notice terminate the appointment of the Calculation Agent, in which event notice of the termination will be given to the holders of the Relevant Covered Bonds in accordance with the Conditions as soon as practicable.

- 7.3 The termination of the appointment of the Calculation Agent under Clause 7.1 or 7.2 will not entitle the Calculation Agent to any amount by way of compensation but will be without prejudice to any amount then accrued due.
- 7.4 The Calculation Agent may resign its appointment under this agreement at any time by giving to the Issuer, the Covered Bond Guarantor and the Bond Trustee at least 90 days' prior written notice to that effect. Following receipt of a notice of resignation from the Calculation Agent, the Issuer will promptly give notice of the resignation to the holders of the Relevant Covered Bonds in accordance with the Conditions.
- 7.5 Notwithstanding the provisions of Clauses 7.1, 7.2 and 7.4, so long as any of the Relevant Covered Bonds is outstanding, the termination of the appointment of the Calculation Agent (whether by the Issuer, the Covered Bond Guarantor or by the resignation of the Calculation Agent) will not be effective unless upon the expiry of the relevant notice a successor Calculation Agent approved in writing by the Bond Trustee has been appointed. The Issuer and the Covered Bond Guarantor agree with the Calculation Agent that if, by the day falling 10 days before the expiry of any notice under Clause 7.4, the Issuer and the Covered Bond Guarantor have not appointed a replacement Calculation Agent approved in writing by the Bond Trustee, the Calculation Agent will be entitled, on behalf of the Issuer and the Covered Bond Guarantor, to appoint as a successor Calculation Agent in its place a reputable financial institution of good standing which the Issuer, the Covered Bond Guarantor and the Bond Trustee will approve.
- 7.6 Upon its appointment becoming effective, a successor Calculation Agent will without further action, become vested with all the authority, rights, powers, duties and obligations of its predecessor with the same effect as if originally named as the Calculation Agent under this agreement.
- 7.7 If the appointment of the Calculation Agent under this agreement is terminated (whether by the Issuer and the Covered Bond Guarantor or by the resignation of the Calculation Agent), the Calculation Agent will on the date on which the termination takes effect deliver to the successor Calculation Agent any records concerning the Relevant Covered Bonds maintained by it (except those documents and records which it is obliged by law or regulation to retain or not to release), but will have no other duties or responsibilities under this agreement.
- 7.8 Any corporation into which the Calculation Agent may be merged or converted, or any corporation with which the Calculation Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Calculation Agent will be a party, or any corporation to which the Calculation Agent will sell or otherwise transfer all or substantially all of its assets will, on the date when the merger, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Calculation Agent under this agreement without the execution or filing of any paper or any further act on the part of any of the parties to this agreement, unless otherwise required by the Issuer and the Covered Bond Guarantor, and after the said effective date all references in this agreement to the Calculation Agent will be deemed to be references to such successor corporation. Written notice of any such merger,

conversion, consolidation or transfer will immediately be given to the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Principal Paying Agent and the Rating Agencies by the Calculation Agent.

8. COMMUNICATIONS

8.1 Subject to Clause 8.2, any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication to the Issuer, the Covered Bond Guarantor, the Bond Trustee or the Calculation Agent to be given, made or served for any purposes under this agreement will be given, made or served by sending the same by pre-paid post (first class if inland, first class airmail if overseas) or facsimile transmission or by delivering it by hand as follows:

**Covered Bond Guarantor:
PERPETUAL CORPORATE TRUST LIMITED**

Address: Level 18, 123 Pitt Street
Sydney NSW 2000
Australia
Attention: Manager, Transaction Management, Debt Markets Services
Email: securitisationops@perpetual.com.au

**Issuer
BANK OF QUEENSLAND LIMITED**

Address: Level 6, 100 Skyring Terrace
Newstead QLD 4000
Australia
Attention: Head of Funding
Email: longtermfunding@boq.com.au

**Bond Trustee:
BNY TRUST COMPANY OF AUSTRALIA LIMITED**

Address: Level 2, 1 Bligh Street
Sydney, NSW, 2000
Australia
Attention: Global Client Services
Fax: +61 2 9260 6009

**Calculation Agent
[]**

Address: [●]
Attention: [●]
Email: [●]

or to such other address or facsimile number as have been notified (in accordance with this Clause 8) to the other parties hereto and any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication sent by post as aforesaid will be deemed to have been given, made or served three days in the case of inland post or seven days in the case of overseas post after despatch and any notice, approval, request, certificate, demand, consent, recommendation, direction or other communication sent by facsimile transmission as aforesaid will be deemed to have been given, made or served 24 hours after the time of despatch provided that in the case of a notice, approval, request, certificate, demand, consent, recommendation, direction or other communication

given by facsimile transmission such notice, approval, request, certificate, demand, consent, recommendation, direction or other communication will forthwith be confirmed by post. The failure of the addressee to receive such confirmation will not invalidate the relevant notice or demand given by facsimile transmission.

- 8.2 A notice, approval, request, certificate, demand, consent, recommendation, direction or other communication to be given under this agreement may only be given by email where the recipient has agreed that that communication or communications of that type, may be given by email. Unless a later time is specified in it, a notice, approval, request, certificate, demand, consent, recommendation, direction or other communication takes effect from the time it is received. An email is taken to be received on receipt by the sender of an email from the recipient stating that the email was delivered in its entirety and the contents and attachments of the email have been received.
- 8.3 The Bond Trustee will in no event be liable for any Liability arising due to it receiving or transmitting any data from any other party or its respective Authorised Signatory (each a **Notifying Party**) via any non-secure method of transmission or communication, such as, but without limitation, by facsimile or email.
- 8.4 Each Notifying Party accepts that some methods of communication are not secure and the Bond Trustee will incur no liability for receiving instructions, notices, certificates or other communications (as the case may be) via any such non-secure method. The Bond Trustee is authorised to comply with and rely upon any such notice, certificate, instructions or other communications believed by it to have been sent or given by an Authorised Signatory. Each Notifying Party must use all reasonable endeavours to ensure that instructions, notices, certificates or other communications transmitted to the Bond Trustee pursuant to this agreement are completed and correct. Any instructions, notices, certificates or other communications will be conclusively deemed to be valid instructions from the relevant Notifying Party to the Bond Trustee for the purposes of this agreement.

9. CHANGE OF BOND TRUSTEE

- 9.1 If there is any change in the identity of the Bond Trustee in accordance with the Bond Trust Deed, the parties of this agreement must execute such documents and take such action as the successor Bond Trustee and the outgoing Bond Trustee may reasonably require for the purpose of vesting in the successor Bond Trustee the rights of the outgoing Bond Trustee under this agreement.
- 9.2 It is hereby acknowledged and agreed that by its execution of this agreement the Bond Trustee will not assume or have any obligations or liabilities to any of the other parties hereto under this agreement and that the Bond Trustee has agreed to become a party to this agreement for the purpose only of taking the benefit of this agreement and agreeing to amendments thereto. Any liberty or right which may be exercised or any determination which may be made under this agreement by the Bond Trustee may be exercised or made in the Bond Trustee's absolute discretion without any obligation to give reasons therefor, and the Bond Trustee will not be responsible for any Liability occasioned by so acting but subject always to the provisions of clause 18 of the Bond Trust Deed.

10. DESCRIPTIVE HEADINGS AND COUNTERPARTS

- 10.1 The descriptive headings in this agreement are for convenience of reference only and will not define or limit the provisions hereof.

11. COUNTERPARTS

- 11.1 This agreement may be executed and delivered in any number of counterparts, each of which, when taken together, will constitute one and the same agreement and any party to this agreement may enter

into the same by executing and delivering a counterpart. However, this agreement will have no force or effect until it is executed by the last party to execute the same and will be deemed to have been executed and delivered in the place where such last party executed this agreement.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 12.1 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, other than the right of the Security Trustee to enforce Clause 13 and any other term of this agreement pursuant to its rights under the Security Deed.

13. LIMITED RECOURSE

- 13.1 Clause 36 of the Establishment Deed is incorporated into this agreement as if set out here in full with any necessary amendments to clause references and references to applicable documents, except that all references to "this deed" will be references to "this agreement".

14. GOVERNING LAW

- 14.1 This agreement and any non-contractual obligations arising out of or in connection with it, other than Clause 13, will be governed by, and construed in accordance with, the laws of England and Wales. Clause 13 will be governed by and construed in accordance with the law applying in the State of New South Wales, Australia.

15. Submission to Jurisdiction

- 15.1 Each party to this agreement hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or in connection with this agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding. The parties to this agreement may take any suit, action or proceeding arising out of or in connection with this agreement (including any proceedings relating to any non-contractual obligations arising out of or in connection with this agreement) against the Issuer or the Covered Bond Guarantor in any other court of competent jurisdiction and concurrent proceedings in any number of jurisdictions.

- 15.2 Each of the Issuer and the Covered Bond Guarantor irrevocably and unconditionally appoint Cheeswrights Notaries Public, Bankside House, 107 Leadenhall Street, London EC3A 4AF, for the time being and in the event of its ceasing so to act will appoint such other person as the Bond Trustee may approve and as the Issuer may nominate in writing to the Bond Trustee for the purpose to accept service of process on its behalf in England in respect of any proceedings. Each of the Issuer and the Covered Bond Guarantor:

- (a) agree to procure that, so long as any of the Covered Bonds issued by it remains liable to prescription, there will be in force an appointment of such a person approved by the Bond Trustee with an office in London with authority to accept service as aforesaid;
- (b) agree that a failure by any such person to give notice of such service or process to the Issuer will not impair the validity of such service or of any judgment based thereon;
- (c) consent to the service of process in respect of any proceedings in accordance with Clause 15.1; and

- (d) agrees that nothing in this agreement will affect the right to serve process in any other manner permitted by law.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

[Insert execution clauses]

SCHEDULE TO THE CALCULATION AGENCY AGREEMENT

Series Number	Issue Date	Maturity Date	Title and Nominal Amount	Annotation by Calculation Agent/Issuer
[●]	[●]	[●]	[●]	[●]

SCHEDULE 2

FORM OF CERTIFICATE FOR EXCHANGE OR TRANSFER OF REGISTERED COVERED BONDS OR BENEFICIAL INTEREST IN REGISTERED COVERED BONDS

[THIS CERTIFICATE IS NOT REQUIRED FOR TRANSFERS OF INTERESTS IN A REGISTERED GLOBAL COVERED BOND TO PERSONS WHO WISH TO HOLD THE TRANSFERRED INTEREST IN THE SAME REGISTERED GLOBAL COVERED BOND]

[DATE]

To: **The Bank of New York Mellon SA/NV, Luxembourg Branch (as Registrar)**

The Bank of New York Mellon, London Branch (as Transfer Agent)

Bank of Queensland Limited (as Issuer)

BANK OF QUEENSLAND LIMITED
(the Issuer)

[Title of Series of Covered Bonds] (the Covered Bonds)
issued pursuant to the BOQ Covered Bond Programme (the Programme) and
unconditionally and irrevocably guaranteed as to payments of interest and principal by
Perpetual Corporate Trust Limited

Reference is made to the terms and conditions of the Covered Bonds (the **Conditions**) set out in schedule 1 (Terms and Conditions of the Covered Bonds) to the Bond Trust Deed dated [●] as the same may be subsequently supplemented, amended and restated from time to time by the Issuer and the other parties named therein from time to time relating to the Programme. Terms defined in the Conditions will have the same meaning when used in this Certificate unless otherwise stated.

This Certificate relates to [*insert Specified Currency and nominal amount of Covered Bonds*] of Covered Bonds which are held in the form of [beneficial interests in one or more Registered Covered Bonds (ISIN No. [*specify*])] represented by a Registered Global Covered Bond] in the name of [*transferor*] (the **Transferor**). The Transferor has requested an exchange or transfer of such [beneficial interest] for an interest in [Definitive Covered Bonds] [Registered Covered Bonds represented by a Registered Global Covered Bond].

In connection therewith, the Transferor certifies that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Covered Bonds and in accordance with any applicable securities laws of the United States of America, any State of the United States of America or any other jurisdiction and any applicable rules and regulations of Euroclear and Clearstream, Luxembourg from time to time and, accordingly, the Transferor certifies as follows (terms used in this paragraph that are defined in Regulation S are used herein as defined therein):

1. the offer of the Covered Bonds was not made to a person in the United States;
2. either (a) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on the Transferor's behalf knows that the transaction was pre-arranged with a transferee in the United States or (b) the transferee is outside the United States, or the Transferor and any person acting on its behalf reasonably believes that the transferee is outside the United States;
3. no directed selling efforts have been made in contravention of the requirement of Rule 903 or 904 of Regulation S, as applicable; and

4. the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

The Transferor understands that this Certificate is required in connection with certain securities or other legislation in the United States and/or in connection with the Covered Bonds being eligible for clearance in one or more clearance systems. If administrative or legal proceedings are commenced or threatened in connection with which this notice is or might be relevant, the Transferor irrevocably authorises the entity to whom the Certificate is addressed to produce this Certificate or a copy hereof to any interested party in such proceedings.

This Certificate and the statements contained herein are made for the benefit of the addressee hereof and the benefit of the Dealer of the above Covered Bonds.

[Insert name of Transferor]

By:

Name:

Title:

Dated:

SCHEDULE 3

REGISTER AND TRANSFER OF REGISTERED COVERED BONDS

1. The Registrar must at all times maintain in a place agreed by the Issuer and approved in writing by the Bond Trustee the Register showing the amount of the Registered Covered Bonds from time to time outstanding and the dates of issue and all subsequent transfers and changes of ownership of the Registered Covered Bonds and the names and addresses of the holders of the Registered Covered Bonds. The Bond Trustee or the holders of the Registered Covered Bonds or any of them and any person authorised by any of them may at all reasonable times during office hours inspect the Register and take copies of or extracts from it. The Register may be closed by the Issuer for such periods and at such times (not exceeding in total 30 days in any one year) as it may think fit.
2. Each Registered Covered Bond must have an identifying serial number which must be entered on the Register.
3. The Registered Covered Bonds are transferable by execution of the form of transfer endorsed on them under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing.
4. The Registered Covered Bonds to be transferred must be delivered for registration to the specified office of the Registrar with the form of transfer endorsed on them duly completed and executed and must be accompanied by such documents, evidence and information (including, but not limited to, a Transfer Certificate) as may be required pursuant to the Conditions and such other evidence as the Issuer or Transfer Agent may reasonably require to prove the title of the transferor or his right to transfer the Registered Covered Bonds and, if the form of transfer is executed by some other person on his behalf or in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so.
5. The executors or administrators of a deceased holder of Registered Covered Bonds (not being one of several joint holders) and in the case of the death of one or more of several joint holders the survivor or survivors of such joint holders will be the only person or persons recognised by the Issuer as having any title to such Registered Covered Bonds.
6. Any person becoming entitled to Registered Covered Bonds in consequence of the death or bankruptcy of the holder of such Registered Covered Bonds may upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Issuer will require be registered himself as the holder of such Registered Covered Bonds or, subject to the preceding paragraphs as to transfer, may transfer such Registered Covered Bonds. The Issuer will be at liberty to retain any amount payable upon the Registered Covered Bonds to which any person is so entitled until such person will be registered or will duly transfer the Registered Covered Bonds.
7. Unless otherwise requested by him, the holder of Registered Covered Bonds of any Series will be entitled to receive only one Registered Covered Bond in respect of his entire holding of the Series.
8. The joint holders of Registered Covered Bonds of any Series will be entitled to one Registered Covered Bond only in respect of their joint holding of the Series which will, except where they otherwise direct, be delivered to the joint holder whose name appears first in the Register in respect of such joint holding.

9. Where a holder of Registered Covered Bonds has transferred part only of his holding of Covered Bonds represented by a single Registered Covered Bond there will be delivered to him without charge a Registered Covered Bond in respect of the balance of his holding.
10. The Issuer will make no charge to the Covered Bondholders for the registration of any holding of Registered Covered Bonds or any transfer of it or for the issue or delivery of Registered Covered Bonds in respect of the holding at the specified office of the Registrar or by uninsured mail to the address specified by the holder. If any holder entitled to receive a Registered Covered Bond wishes to have the same delivered to him otherwise than at the specified office of the Registrar, such delivery will be made, upon his written request to the Registrar, at his risk and (except where sent by uninsured mail to the address specified by the holder) at his expense.
11. The holder of a Registered Covered Bond may (to the fullest extent permitted by applicable laws) be treated at all times, by all persons and for all purposes as the absolute owner of the Registered Covered Bond notwithstanding any notice any person may have of the right, title, interest or claim of any other person to the Registered Covered Bond. The Issuer will not be bound to see to the execution of any trust to which any Registered Covered Bond may be subject and no notice of any trust will be entered on the Register. The holder of a Registered Covered Bond will be recognised by the Issuer and the Bond Trustee as entitled to his Registered Covered Bond free from any equity, set-off or counterclaim on the part of the Issuer against the original or any intermediate holder of such Registered Covered Bond.
12. A Registered Covered Bond may not be exchanged for a Bearer Covered Bond or *vice versa*.

SIGNATORIES

EXECUTED as an agreement.

Covered Bond Guarantor

EXECUTED for and on behalf of **PERPETUAL CORPORATE TRUST LIMITED ABN 99 000 341 533** by its Attorneys under a Power of Attorney dated in the presence of:

Signature of Attorney

Signature of Attorney

Name of Attorney in full

Name of Attorney in full

Signature of Witness

Signature of Witness

Name of Witness in full

Name of Witness in full

Issuer

EXECUTED for and on behalf of **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740** by its Attorney under a Power of Attorney dated in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness in full

Name of Attorney in full

Trust Manager

EXECUTED for and on behalf of **B.Q.L. MANAGEMENT PTY LTD ABN 87 081 052 342**
by its Attorney under a Power of Attorney dated
in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness in full

Name of Attorney in full

Principal Paying Agent and Transfer Agent

EXECUTED for and on behalf of
THE BANK OF NEW YORK MELLON,
LONDON BRANCH

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

Registrar

EXECUTED for and on behalf of
THE BANK OF NEW YORK MELLON SA/NV,
LUXEMBOURG BRANCH

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

Bond Trustee

**EXECUTED for and on behalf of
BNY TRUST COMPANY OF AUSTRALIA
LIMITED ABN 49 050 294 052**

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory