

Think Tank Series 2019-1 Trust Note Deed Poll

Dated 25 October 2019

BNY Trust Company of Australia Limited (ABN 49 050 294 052) in its capacity as trustee of the Think Tank Series 2019-1 Trust ("**Trustee**")

The Notes have not been, and will not be, registered under the US Securities Act of 1933 ("Securities Act"), or the securities laws of any state in the United States. The Notes may not be offered or sold at any time within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.

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Think Tank Series 2019-1 Trust Note Deed Poll

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Think Tank Series 2019-1 Trust Note Deed Poll Details

Parties	Trustee	
Trustee	Name	BNY Trust Company of Australia Limited
	ABN	49 050 294 052
	Capacity	as trustee of the Think Tank Series 2019-1 Trust
	Address	Level 2, 1 Bligh Street, Sydney NSW 2000
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	Attention	Global Client Services
Beneficiaries	Each Noteholder	
Date of deed poll	See Signing page	

Think Tank Series 2019-1 Trust Note Deed Poll

General terms

1 Interpretation

1.1 Incorporated definitions

A term which has a defined meaning in the Security Trust Deed, the Master Trust Deed or the Conditions has the same meaning when used in this deed poll unless it is expressly defined in this deed poll, in which case the meaning in this deed poll prevails. In the event of any inconsistency between a term defined in the Security Trust Deed, the Master Trust Deed or the Conditions, the term defined in the Conditions prevails. In the event of inconsistency between a term defined in the Master Trust Deed and a term defined in the Master Security Trust Deed, the term defined in the Security Trust Deed prevails.

A term defined in the Security Trust Deed or the Master Trust Deed by reference to a Trust (as defined in the Security Trust Deed) will, when used in this deed poll, be taken to be defined by reference to the Trust (as defined in this deed poll), unless the contrary intention appears.

1.2 Definitions

These meanings apply unless the contrary intention appears:

Conditions means the conditions applying to the Notes as set out in Schedule 1.

Details means the section of this deed poll headed “Details”.

Master Trust Deed means the document entitled “Think Tank Master Trust Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

Security Trust Deed means the document entitled “Think Tank Master Security Trust Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

Trust means the Think Tank Series 2019-1 Trust.

1.3 Interpretation

Clauses 1.2 (“References to certain general terms”) to 1.5 (“Schedules”) and 6.1 (“Awareness of certain events”) of the Security Trust Deed apply to this deed poll.

2 The Notes

2.1 Creation of Notes

The obligations of the Trustee under the Notes of the Trust are constituted by, and owing under, this deed poll.

2.2 Undertaking to pay

The Trustee irrevocably undertakes with each Noteholder to:

- (a) pay principal, any interest and any other amounts payable in respect of each Note of the Trust held by the Noteholder in accordance with the Conditions of the Note; and
- (b) comply with the other Conditions of each Note of the Trust.

2.3 Compliance with laws

The Trustee, on the direction of the Trust Manager, may only issue Notes if:

- (a) the offer or invitation giving rise to the issue is not:
 - (i) an offer or invitation which requires disclosure to investors under Part 6D.2 of the Corporations Act; or
 - (ii) an offer to a retail client for the purposes of Chapter 7 of the Corporations Act; and
- (b) the issue complies with any applicable law or directive of the jurisdiction where it takes place.

For the avoidance of doubt, the Trustee is entitled to assume that the requirements under paragraph (a) and (b) above have been satisfied upon receiving a direction from the Trust Manager pursuant to this clause 2.3.

3 Rights and obligations of Noteholders

3.1 Benefit and entitlement

Each Noteholder of the Trust has the benefit of, and is entitled to enforce, this deed poll even though it is not a party to this deed poll or may not be in existence at the time this deed poll is executed and delivered.

3.2 Rights independent

Subject to the Transaction Documents of the Trust, each Noteholder of the Trust may enforce its rights under this deed poll independently from each other Noteholder of the Trust and any other person.

3.3 Noteholders bound

The Notes of the Trust are issued on the condition that each Noteholder of the Trust (and any person claiming through or under a Noteholder of the Trust) is taken to have notice of, and is bound by, this deed poll (including the Conditions) and the other Transaction Documents in respect of the Trust.

4 Limited recourse against Trustee

The Trustee's liability to the Noteholders of the Trust (and any person claiming through or under a Noteholder of the Trust) in connection with this deed poll and the other Transaction Documents of the Trust is limited in accordance with clause 18 ("Indemnity and limitation of liability") of the Master Trust Deed.

5 General

5.1 Governing law and jurisdiction

This deed poll is governed by the law in force in New South Wales. The Trustee and each Noteholder submits to the non-exclusive jurisdiction of the courts of that place.

5.2 Serving documents

Without preventing any other method of service, any document in a court action in connection with this deed poll may be served on the Trustee by being delivered to or left at the Trustee's address for service of notices in accordance with clause 23 ("Notices and other communications") of the Security Trust Deed.

EXECUTED as a deed poll in favour of the Noteholders

Think Tank Series 2019-1 Trust Note Deed Poll

Schedule 1 - Conditions

1 Interpretation

1.1 Incorporated definitions

A term which has a defined meaning in the Security Trust Deed or the Master Trust Deed has the same meaning when used in these conditions unless it is expressly defined in these conditions, in which case the meaning in these conditions prevails. In the event of any inconsistency between a term defined in the Security Trust Deed and a term defined in the Master Trust Deed, the term defined in Security Trust Deed will prevail.

A term defined in the Security Trust Deed or the Master Trust Deed by reference to a Trust (as defined in the Security Trust Deed) will, when used in these conditions, be taken to be defined by reference to the Trust (unless the contrary intention appears).

1.2 Definitions

In these conditions these meanings apply unless the contrary intention appears:

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

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

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

Bank Bill Rate means, for a Note for an Interest Period:

- (a) the rate expressed as a percentage per annum designated as the "AVG MID" for prime bank eligible securities having a tenor of one month as displayed on the "BBSW" page of the Reuters Monitor System on the first day of that Interest Period; or
- (b) if for any reason Bank Bill Rate for that Interest Period cannot be determined in accordance with paragraph (a) above or the Calculation Agent determines that there is an obvious error in that rate, the rate specified in good faith by the Calculation Agent on the first day of that Interest Period, having regard, to the extent possible, to comparable indices then available.

Business Day has the meaning set out in the Issue Supplement.

Business Day Convention has the meaning set out in the Issue Supplement.

Calculation Agent means the Trust Manager.

Call Option means the option to redeem the Notes before the Maturity Date in accordance with condition 8.2 ("Redemption of Notes - Call Option").

Call Option Date means each of:

- (a) each Payment Date following the date which is 3 years after the Closing Date; and
- (b) each Payment Date following the Determination Date on which the aggregate Outstanding Principal Balance of the Purchased Receivables is less than 30% of the aggregate Outstanding Principal Balance of the Purchased Receivables as at the Cut-Off Date.

Charge-Offs has the meaning set out in the Issue Supplement.

Class has the meaning set out in the Issue Supplement.

Class A Note has the meaning set out in the Issue Supplement.

Class A1 Note has the meaning set out in the Issue Supplement.

Class A2 Note has the meaning set out in the Issue Supplement.

Class B Note has the meaning set out in the Issue Supplement.

Class C Note has the meaning set out in the Issue Supplement.

Class D Note has the meaning set out in the Issue Supplement.

Class E Note has the meaning set out in the Issue Supplement.

Class F Note has the meaning set out in the Issue Supplement.

Class G Note has the meaning set out in the Issue Supplement.

Class H Note has the meaning set out in the Issue Supplement.

Class Margin means for:

- (a) a Class A1 Note, 1.35% per annum;
- (b) a Class A2 Note, 1.70% per annum;
- (c) a Class B Note, 2.00% per annum;
- (d) a Class C Note, 3.00% per annum;
- (e) a Class D Note, 4.00% per annum;
- (f) a Class E Note, 5.80% per annum;
- (g) a Class F Note, 6.90% per annum;
- (h) a Class G Note, 9.00% per annum;
- (i) a Class H Note, 11.50% per annum; and
- (j) a Redraw Note, the margin specified in the relevant bid for that Redraw Note by the relevant subscriber prior to the issue of that Redraw Note and which bid is accepted by the Trust Manager, provided that the Trust Manager has provided a Rating Notification in respect of such margin.

Clearing System means:

- (a) the Austraclear System; or

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

Closing Date has the meaning set out in the Issue Supplement.

Cut-Off Date has the meaning set out in the Issue Supplement.

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

FATCA has the meaning set out in the Issue Supplement.

FATCA Withholding Tax has the meaning set out in the Issue Supplement.

Interest means, in respect of a Note and an Interest Period, the amount of interest payable on that Note in respect of that Interest Period as determined in accordance with Condition 6 (“Interest”) of the Conditions.

Interest Period has the meaning set out in the Issue Supplement.

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

Invested Amount for a Note has the meaning set out in the Issue Supplement.

Initial Invested Amount in respect of a Note has the meaning set out in the Issue Supplement.

Interest Period for a Note, has the meaning set out in the Issue Supplement.

Issue Date means, for a Note, the date on which that Note is, or is to be, issued.

Issue Supplement means the document entitled “Think Tank Series 2019-1 Trust Issue Supplement” dated on or about 24 October 2019 between the Trustee and others.

Master Trust Deed means the document entitled “Think Tank Master Trust Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

Maturity Date means the Payment Date occurring in March 2052.

Note means a debt obligation issued or to be issued by the Trustee in respect of the Trust which is constituted by, and owing under, the Note Deed Poll, and the details of which are recorded in, and evidenced by entry in, the Note Register for the Trust.

Note Deed Poll means the document entitled “Think Tank Series 2019-1 Trust Note Deed Poll” dated on or about 24 October 2019 executed by the Trustee.

Noteholder means, for a Note, each person whose name is entered in the Note Register for the Trust as the holder of that Note. If a Note is held in a Clearing System, references to the Noteholder of that Note include the operator of that Clearing System or its nominee, depository or common depository (in each case acting in accordance with the rules and regulations of the Clearing System).

Payment Date has the meaning set out in the Issue Supplement.

Record Date means, for payment due in respect of a Note, the day that is 5 Business Days immediately before the relevant Payment Date.

Redemption Amount means, on any day in respect of a Note an amount equal to the aggregate of:

- (a) the Invested Amount of that Note (or the Stated Amount of that Note, if approved by an Extraordinary Resolution of the Noteholders of that Class of Notes); and
 - (b) all accrued and unpaid interest in respect of that Note,
- on that day.

Redraw Note has the meaning given in the Issue Supplement.

Registrar means, in respect of the Trust:

- (a) the Trustee; or
- (b) such other person appointed by the Trustee to maintain the Note Register for the Trust.

Security Trust Deed means the document entitled “Think Tank Security Trust Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

Specified Office means the address of the Trustee which is specified in the “Details” section of the Note Deed Poll (for so long as the Trustee is the Registrar) or any other address notified to Noteholders from time to time.

Stated Amount for a Note, has the meaning set out in the Issue Supplement.

Step-Up Margin means, for a Class A1 Note, 0.25% per annum.

Voting Secured Creditors has the meaning set out in the Issue Supplement.

1.3 Interpretation

Clauses 1.2 (“References to certain general terms”) to 1.5 (“Schedules”) and 6.1 (“Awareness of certain events”) of the Security Trust Deed apply to these conditions.

1.4 Business Day Convention

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

2 General

2.1 Issue Supplement

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

Notes are issued in 10 Classes:

- (a) Class A1 Notes;
- (b) Class A2 Notes;

- (c) Class B Notes;
- (d) Class C Notes;
- (e) Class D Notes;
- (f) Class E Notes;
- (g) Class F Notes;
- (h) Class G Notes;
- (i) Class H Notes; and
- (j) Redraw Notes.

2.2 Currency

Notes are denominated in Australian dollars.

2.3 Clearing Systems

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

3 Form

3.1 Constitution

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

3.2 Registered form

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

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

3.3 Effect of entries in Note Register

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

- (a) an irrevocable undertaking by the Trustee to the Noteholder to:
 - (i) pay principal, any interest and any other amounts payable in respect of the Note in accordance with these conditions; and
 - (ii) comply with the other conditions of the Note; and
- (b) an entitlement to the other benefits given to the Noteholder in respect of the Note under these conditions.

3.4 Note Register conclusive as to ownership

Entries in the Note Register in relation to a Note are conclusive evidence of the things to which they relate (including that the person entered as the Noteholder is

the owner of the Note or, if two or more persons are entered as joint Noteholders, that they are the joint owners of the Note) subject to correction for fraud, error or omission.

3.5 Non-recognition of interests

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

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

This condition applies whether or not a Note is overdue.

3.6 Joint Noteholders

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

3.7 Inspection of Note Register

On providing reasonable notice to the Registrar, a Noteholder will be permitted, during business hours, to inspect the Note Register. A Noteholder is entitled to inspect the Note Register only in respect of information relating to that Noteholder. The Registrar must make that information available to a Noteholder upon request by that Noteholder within one Business Day of receipt of the request.

3.8 Notes not invalid if improperly issued

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

3.9 Location of the Notes

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

4 Status

4.1 Status

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

4.2 Security

The Trustee's obligations in respect of the Notes are secured by the General Security Deed.

4.3 Ranking

The Notes of each Class rank equally amongst themselves.

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

5 Transfer of Notes

5.1 Transfer

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

5.2 Title

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

5.3 Transfers in whole

Notes may only be transferred in whole.

5.4 Compliance with laws

Notes may only be transferred if:

- (a) the offer or invitation giving rise to the transfer is not:
 - (i) an offer or invitation which requires disclosure to investors under Part 6D.2 of the Corporations Act; or
 - (ii) an offer to a retail client for the purposes of Chapter 7 of the Corporations Act; and
- (b) the transfer complies with any applicable law or directive of the jurisdiction where the transfer takes place.

5.5 No transfers to unincorporated associations

Noteholders may not transfer Notes to an unincorporated association.

5.6 Transfer procedures

Interests in Notes held in a Clearing System may only be transferred in accordance with the rules and regulations of that Clearing System.

Notes not held in a Clearing System may be transferred by sending a transfer form to the Specified Office of the Registrar.

To be valid, a transfer form must be:

- (a) in the form set out in Schedule 2 (“Note Transfer”) of the Note Deed Poll;
- (b) duly completed and signed by, or on behalf of, the transferor and the transferee; and
- (c) accompanied by any evidence the Registrar may require to establish that the transfer form has been duly signed.

No fee is payable to register a transfer of Notes so long as all applicable Taxes in connection with the transfer have been paid.

5.7 CHESS

Notes listed on the ASX are not:

- (a) transferred through, or registered on, the Clearing House Electronic Subregister System operated by the ASX; or
- (b) “Approved Financial Products” (as defined for the purposes of that system).

5.8 Transfers of unidentified Notes

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

6 Interest

6.1 Interest on Notes

- (a) Each Note bears interest on its Invested Amount at its Interest Rate from (and including) its Issue Date to (but excluding) the earlier of its Maturity Date and the date on which the Note is redeemed in accordance with condition 8.7 (“Final Redemption”).
- (b) Interest:
 - (i) accrues daily from and including the first day of an Interest Period to but excluding the last day of the Interest Period; and
 - (ii) is calculated on actual days elapsed and a year of 365 days; and
 - (iii) is payable in arrears on each Payment Date.

6.2 Interest Rate determination

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

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

6.3 Interest Rate

- (a) The Interest Rate for a Note (other than a Class A1 Note or a Class H Note) for each Interest Period is the sum of the relevant Class Margin and Bank Bill Rate for that Note and that Interest Period.
- (b) The Interest Rate for a Class A1 Note:
 - (i) for each Interest Period commencing prior to the first Call Option Date is the sum of the relevant Class Margin and the Bank Bill Rate for that Class A1 Note and that Interest Period; and
 - (ii) for each Interest Period commencing on or after the first Call Option Date is the sum of:

- (A) the relevant Class Margin;
- (B) the Step-Up Margin; and
- (C) the Bank Bill Rate,

for that Class A1 Note and that Interest Period.

- (c) The Interest Rate for a Class H Note is:
 - (i) for each Interest Period commencing prior to the first Call Option Date, the sum of the relevant Class Margin and Bank Bill Rate for that Class H Note and that Interest Period; and
 - (ii) for each Interest Period commencing on or after the first Call Option Date, zero.

6.4 Calculation of interest payable on Notes

As soon as practicable after determining the Interest Rate for any Note for an Interest Period, the Calculation Agent must calculate the amount of interest payable on that Note for the Interest Period. The amount of interest payable is calculated by multiplying the Interest Rate for the Interest Period, the Invested Amount of the Note and the Day Count Fraction.

6.5 Notification of Interest Rate and other things

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

6.6 Determination and calculation final

Except where there is an obvious error, any determination or calculation the Calculation Agent makes in accordance with these conditions is final and binds the Trustee and each Noteholder.

6.7 Rounding

For any determination or calculation required under these conditions:

- (a) all percentages resulting from the determination or calculation must be rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.); and
- (b) all amounts that are due and payable resulting from the determination or calculation must be rounded (with halves being rounded up) to:
 - (i) in the case of Australian dollars, one cent; and
 - (ii) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency; and
- (c) all other figures resulting from the determination or calculation must be rounded to five decimal places (with halves being rounded up).

6.8 Default interest

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

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

6.9 Interpolation

In respect of the first Interest Period, the Calculation Agent must determine the Interest Rate for that Interest Period using straight line interpolation by reference to two Bank Bill Rates.

The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period.

The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period.

7 Allocation of Charge-Offs

The Issue Supplement contains provisions for:

- (a) allocating Charge-Offs to the Notes and reducing the Stated Amount of the Notes; and
- (b) reinstating reductions in the Stated Amount of the Notes.

8 Redemption

8.1 Redemption of Notes – Maturity Date

The Trustee agrees to redeem each Note on its Maturity Date by paying to the Noteholder the Invested Amount for the Note plus all accrued and unpaid interest on the Note up to its Maturity Date and any other amount payable but unpaid with respect to the Note. However, the Trustee is not required to redeem a Note on its Maturity Date if the Trustee redeems or purchases and cancels the Note before its Maturity Date.

8.2 Redemption of Notes - Call Option

- (a) The Trust Manager may (at its option) direct the Trustee to redeem all (but not some only) of the Notes before the Maturity Date of the Notes and upon receipt of such direction the Trustee must redeem the Notes by paying to the Noteholders the Redemption Amount for the Notes.
- (b) However, the Trust Manager may only direct the Trustee to redeem the Notes under this condition 8.2 ("Redemption of Notes - Call Option") if:
 - (i) at least 10 Business Days before the proposed redemption date, the Trust Manager, on behalf of the Trustee, notifies the proposed redemption to the Registrar and the Noteholders and any stock exchange on which the Notes are listed; and
 - (ii) the proposed redemption date is a Call Option Date.

8.3 Redemption for taxation reasons

- (a) If the Trustee is required under condition 10.2 (“Withholding tax”) to deduct or withhold an amount in respect of Taxes (excluding any FATCA Withholding Tax) from a payment in respect of a Note the Trust Manager may (at its option) direct the Trustee to redeem all (but not some only) of the Notes and upon receipt of such direction the Trustee must redeem the Notes by paying to the Noteholders the Redemption Amount for the Notes.
- (b) The Trust Manager, on behalf of the Trustee, must notify the proposed redemption to the Registrar and the Noteholders and any stock exchange on which the Notes are listed at least 20 Business Days before the proposed redemption date.
- (c) For any redemption of Notes under this condition 8.3 (“Redemption for taxation reasons”), the proposed redemption date must be a Payment Date.

8.4 Payment of principal in accordance with Issue Supplement

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

8.5 Late payments

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

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

8.6 Trustee may purchase Notes

The Trustee may purchase Notes in the open market or otherwise at any time and at any price.

If the Trustee purchases Notes under this condition, the Trustee may hold, resell or cancel the Notes at its discretion.

8.7 Final Redemption

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

9 Payments

9.1 Payments to Noteholders

The Trustee agrees to pay:

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

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

9.2 Payments to accounts

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

- (a) if the Note is held in a Clearing System, by crediting on the Payment Date, the amount due to the account previously notified by the Clearing System to the Trustee and the Registrar in accordance with the Clearing System's rules and regulations in the country of the currency in which the Note is denominated; and
- (b) if the Note is not held in a Clearing System, subject to condition 9.3 ("Payments by cheque"), by crediting on the Payment Date, the amount due to an account previously notified by the Noteholder to the Trustee and the Registrar in the country of the currency in which the Note is denominated.

9.3 Payments by cheque

If a Noteholder has not notified the Trustee of an account to which payments to it must be made by close of business in the place where the Note Register is maintained on the Record Date, the Trustee may make payments in respect of the Notes held by that Noteholder by cheque.

If the Trustee makes a payment in respect of a Note by cheque, the Trustee agrees to send the cheque by prepaid ordinary post not later than the Business Day immediately before the due date to the Noteholder (or, if two or more persons are entered in the Note Register as joint Noteholders of the Note, to the first named joint Noteholder) at its address appearing in the Note Register at close of business in the place where the Note Register is maintained on the Record Date. Despite the preceding sentence, the Trustee may send a cheque by any other means if directed by the Trust Manager, provided that the Trust Manager has formed the opinion that the cheque will be delivered at the address of the Noteholder by no later than the due date for payment.

Cheques sent to a Noteholder are sent at the Noteholder's risk and are taken to be received by the Noteholder on the due date for payment. If the Trustee makes a payment in respect of a Note by cheque, the Trustee is not required to pay any additional amount (including under condition 8.5 ("Late payments")) as a result of the Noteholder not receiving payment on the due date.

9.4 Payments subject to law

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

9.5 Currency indemnity

The Trustee waives any right it has in any jurisdiction to pay an amount other than in the currency in which it is due. However, if a Noteholder receives an amount in a currency other than that in which it is due:

- (a) it may convert the amount received into the due currency (even though it may be necessary to convert through a third currency to do so) on the day and at such rates (including spot rate, same day value rate or value tomorrow rate) as it reasonably considers appropriate. It may deduct its costs in connection with the conversion; and

- (b) the Trustee satisfies its obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

10 Taxation

10.1 No set-off, counterclaim or deductions

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

10.2 Withholding tax

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

- (a) the Trustee agrees to withhold or deduct the amount; and
- (b) the Trustee agrees to pay an amount equal to the amount withheld or deducted to the relevant authority in accordance with applicable law.

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

11 Time limit for claims

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

12 General

12.1 Role of Calculation Agent

In performing calculations under these conditions, the Calculation Agent is not an agent or trustee for the benefit of and has no fiduciary duty to or other fiduciary relationship with, any Noteholder.

12.2 Meetings of Secured Creditors

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

13 Notices

13.1 Notices to Noteholders

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

- (a) sent by prepaid post (airmail, if appropriate) to the address of the Noteholder (as shown in the Note Register at close of business in the place where the Note Register is maintained on the day which is 3 Business Days before the date of the notice or communication);
- (b) given by an advertisement published in:
 - (i) the Australian Financial Review or The Australian; or
 - (ii) if the Issue Supplement for that Trust specifies an additional or alternate newspaper, that additional or alternate newspaper;
- (c) posted on an electronic source approved by the Trust Manager and generally accepted for notices of that type (such as Bloomberg or Reuters);
- (d) distributed through the Clearing System in which the Notes are held; or
- (e) announced on the ASX.

13.2 When effective

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

13.3 When taken to be received

Communications are taken to be received:

- (a) if published in a newspaper, on the first date published in all the required newspapers;
- (b) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (c) if posted on an electronic source, distributed through a Clearing System or announced on the ASX, on the date of such posting, distribution or announcement (as applicable).

14 Governing law

14.1 Governing law and jurisdiction

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

14.2 Serving documents

Without preventing any other method of service, any document in any court action in connection with any Notes may be served on the Trustee by being

delivered to or left at the Trustee's address for service of notices in accordance with clause 23 ("Notices and other communications") of the Security Trust Deed.

15 Limitation of liability

The Trustee's liability to the Noteholders of the Trust (and any person claiming through or under a Noteholder of the Trust) in connection with this deed poll and the other Transaction Documents of the Trust is limited in accordance with clause 18 ("Indemnity and limitation of liability") of the Master Trust Deed.

Think Tank Series 2019-1 Trust Note Deed Poll

Schedule 2 - Note Transfer

NOTE TRANSFER FORM

FULL NAME OF TRUST OR TRUSTEE	Trust: Trustee:	
DESCRIPTION OF NOTES	Class [*] Notes	Fully Paid
	quantity:	words figures
FULL NAME OF TRANSFEROR		
TOTAL PURCHASE PRICE	A\$	Date of Purchase
FULL NAME OF TRANSFEREE		
TFN OR ABN OF TRANSFEREE		
ADDRESS OF TRANSFEREE		
REGISTRATION REQUEST	Please register the transfer of the above named Notes from the Transferor to the Transferee	

I, the Transferor and the registered holder of the above Notes, for the consideration stated, transfer the above named Notes to the Transferee, free from all encumbrances. I warrant that I am legally authorised and entitled to transfer the Notes.

I, the Transferee, hereby accept the Notes. I agree to be bound by the terms of the deed poll (including the Conditions), the Issue Supplement and the other Transaction Documents on being registered as the holder of the securities.

EXECUTION BY TRANSFEROR	
DATE EXECUTED	
EXECUTION BY TRANSFEREE	
DATE EXECUTED	


Think Tank Series 2019-1 Trust Note Deed Poll

Signing page

EXECUTED as a deed poll in favour of the Noteholders

DATED: 25 October 2019

SIGNED, SEALED AND DELIVERED)
by)
as attorney for BNY TRUST)
COMPANY OF AUSTRALIA LIMITED)
in its capacity as trustee of the Think)
Tank Series 2019-1 Trust under power)
of attorney dated 1 September 2007 in)
the presence of:)


.....)
Signature of witness)
Ian S.Y. Lee)
.....)
Name of witness (block letters))


Andrea Ruver
Vice President

.....)
By executing this document the)
attorney states that the attorney has)
received no notice of revocation of the)
power of attorney)