

ISDA®

International Swaps and Derivatives Association, Inc.

SCHEDULE to the 2002 Master Agreement

dated as of 2021

between
[Commonwealth Bank of Australia] and BNY Trust Company of Australia Limited and Think Tank Group Pty Limited
(as trustee of the Think Tank Commercial Series 2021-2 Trust)
("Party A") ("Party B") ("Trust Manager")
(ABN 48 123 123 124) (ABN 49 050 294 052) (ABN 75 117 819 084)

Part 1. Termination Provisions

In this Agreement:

- (a) **"Specified Entity"**. There are no Specified Entities for either Party A or Party B.
- (b) **"Specified Transaction"** is not applicable.
- (c) **Events of Default:**
 - (i) Section 5(a)(i) of this Agreement is amended by deleting the words "first Local Business Day" and insert the words "third Business Day" instead.
 - (ii) Section 5(a)(vii) is replaced by:

"The party becomes Insolvent (as defined in the Master Security Trust Deed), provided that Party B becoming Insolvent (as defined in the Master Security Trust Deed) in its personal capacity will not constitute an Event of Default if, within 60 days of that occurrence, Party B has transferred all its rights and obligations under this Agreement and all Transactions to a replacement trustee of the Trust in accordance with the Master Trust Deed (provided a Rating Notification has been provided in respect of such replacement)."

- (d) The “**Automatic Early Termination**” provision of Section 6(a) of this Agreement will not apply to Party A and will not apply to Party B.
- (e) “**Termination Currency**” means Australian dollars.
- (f) **Additional Termination Event** will apply. Each of the following constitutes an Additional Termination Event:
 - (i) “**(Event of Default)**”: An “Event of Default” (as defined in the Issue Supplement) occurs and the Security Trustee declares that the Secured Money is immediately due and payable. For the purposes of this Additional Termination Event, Party B is the sole Affected Party and all Transactions will be Affected Transactions.”
 - (ii) “**(Early redemption)**”: The Notes become due and payable before their specified maturity date other than as a result of an “Event of Default” (as defined in the Issue Supplement). For the purposes of this Additional Termination Event, Party B is the sole Affected Party and all Transactions will be Affected Transactions.”
 - (iii) “**(Downgrade)**”: Each event described as an Additional Termination Event in Section 15. Party A is the sole Affected Party.”

Part 2. Tax Representations

- (a) **Payer Representations.** For the purpose of Section 3(e) of this Agreement, each of Party A and Party B makes the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on:

- (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;
- (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and
- (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement,

except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) of this Agreement by reason of material prejudice to its legal or commercial position.

- (b) **Payee Representations.** For the purpose of Section 3(f) of this Agreement:
 - (i) Party A makes the following representation:

It is an Australian resident and does not derive the payments under this Agreement in part or whole in carrying on business in a country outside Australia at or through a permanent establishment of itself in that country.

- (ii) Party B makes the following representation:
- (i) in its corporate capacity it is an Australian resident and, if it is acting in a trustee capacity, it is acting as trustee of a resident trust estate for tax purposes; and
 - (ii) it does not derive the payments under this Agreement in part or whole in carrying on business in a country outside Australia at or through a permanent establishment of itself (and, where it is acting as trustee, in its capacity as trustee of the trust estate) in that other country.

Part 3. Agreement to Deliver Documents

For the purpose of Sections 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

(a) **Tax forms, documents or certificates to be delivered are:**

Party required to deliver document	Form/document/certificate	Date by which to be delivered
Party A and Party B	Any document or certificate pursuant to Section 4(a)(iii).	As soon as reasonably practicable following the earlier of (a) learning that such document or certificate is required and (b) a request by the other party.

(b) **Other documents to be delivered are:**

Party required to deliver document	Form/document/certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party B and the Trust Manager	A legal opinion and tax opinion in respect of Party B and the Trust Manager and the Transaction Documents (in a form and substance and issued by legal counsel acceptable to Party A).	On execution of this Agreement	No

Party A, Party B and Trust Manager	A copy of the power of attorney authorising execution by the attorney of this Agreement.	The date of this agreement	Yes
Trust Manager	A copy of each Transaction Document (including any amendments to each such Transaction Document)	On execution of this Agreement and promptly after any time when a Transaction Document is amended or updated or requested by Party A	Yes
Party B and the Trust Manager	A list of authorised signatories, including specimen signatures, for the purpose of signing Confirmations	On execution of this Agreement and promptly on request from any other party	Yes
Party A, Party B and Trust Manager	Such other document as any other party may reasonably request in connection with each Transaction	Promptly on request from any other party	No

Part 4. Miscellaneous

(a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:

Address for notices or communications to Party A:

Address: Level 25, Darling Park Tower 1, 201 Sussex Street, Sydney NSW 2000

Attention: Head of Global Markets Documentation

Email: GMDocumentation@cba.com.au

Address for notices or communications to Party B:

Address: Level 2, 1 Bligh Street, Sydney NSW 2000

Attention: Global Client Services

Facsimile No: +61 2 9260 6009 **Telephone No:** +61 2 9260 6000

Email: BNYM_CT_Aus_RMG@bnymellon.com

All notices or communications to Party B to be copied to the **Trust Manager** at:

Address: Level 24, 101 Miller Street, North Sydney NSW 2060

Attention: Director

Facsimile No: +61 2 8669 5599

Email: TrustMan@thinktank.net.au

- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:
- (i) Party A appoints as its Process Agent: not applicable.
 - (ii) Party B appoints as its Process Agent: not applicable.
- (c) **Offices.** The provisions of Section 10(a) will not apply to this Agreement.
- (d) **Multibranch Party.** For the purpose of Section 10(b) of this Agreement:
- (i) Party A is not a Multibranch Party.
 - (ii) Party B is not a Multibranch Party.
- (e) **Calculation Agent.** The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction. For the avoidance of doubt, if a party hereto is designated as the Calculation Agent, then Section 5(a)(ii) of this Agreement shall not include any failure by that party to perform its obligations as Calculation Agent and the sole remedy of the other party for such failure shall be the right, upon notice to the Calculation Agent, to designate itself or a third party as a replacement Calculation Agent.
- (f) **Credit Support Document.** Details of any Credit Support Document:
- (i) in relation to Party A: any guarantee of Party A's obligations under this Agreement entered into in accordance with Section 15.
 - (ii) in relation to Party B: the Master Security Trust Deed, the Issue Supplement and the General Security Deed.
- (g) **Credit Support Provider.** Credit Support Provider means:
- (i) in relation to Party A: the guarantor under any guarantee of Party A's obligations under this Agreement entered into in accordance with Section 15.
 - (ii) in relation to Party B: none.
- (h) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws in force in New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.
- (i) **Netting of Payments.** Unless otherwise agreed between Party A and Party B from time to time, "Multiple Transaction Payment Netting" will apply for the purpose of Section 2(c) of this Agreement to the following type of Transactions (starting from the date of this Agreement):
- All Transactions which are interest rate swaps.
- (j) **"Affiliate"** will have the meaning specified in Section 14 of this Agreement.
- (k) **Absence of Litigation.** For the purpose of Section 3(c):

“**Specified Entity**” means in relation to Party A, none.

“**Specified Entity**” means in relation to Party B, none.

(l) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.

(m) **Additional Representation** will apply. For the purpose of Section 3 of this Agreement, the following will constitute an Additional Representation:

(i) **Relationship Between the Parties.** Each party will be deemed to represent to the other on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(A) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary (and, in the case of Party B, based on advice and directions received from the Trust Manager). It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(B) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice and, in the case of Party B, based on advice and directions received from the Trust Manager), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(C) **Status of Parties.** In the case of:

(aa) Party A, the other parties are not acting as a fiduciary for or an adviser to it in respect of that Transaction;

(ab) the Trust Manager, the other parties are not acting as a fiduciary for or an adviser to it in respect of that Transaction; and

(ac) Party B, the other parties are not acting as a fiduciary for it or an adviser to it in respect of that Transaction (except that Party B enters into each Transaction at the direction of the Trust Manager) and it enters into that Transaction as trustee of the Trust.

(ii) **Trustee Representations.** Party B will be deemed to represent to the other parties on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

- (A) **Trust Validly Created.** The Trust has been validly created and is in existence.
 - (B) **Sole Trustee.** Party B has been validly appointed as trustee of the Trust and is the sole trustee of the Trust.
 - (C) **No Proceedings to Remove.** No notice has been given to Party B and to Party B's knowledge no resolution has been passed, or direction or notice has been given, removing Party B as trustee of the Trust.
 - (D) **Power.** Party B has power under the Master Trust Deed to enter into the Master Security Trust Deed, this Agreement and the Transactions in its capacity as trustee of the Trust.
 - (E) **No breach.** To the best of its knowledge, it is not in breach of any material provisions of the Master Trust Deed or the Transaction Documents of the Trust.
 - (F) **No Restriction.** Except as expressly provided in the Transaction Documents for the Trust, so far as it is aware, it has not done anything to restrict its right of recourse or indemnity to or out of the Trust Assets of the Trust and nothing has happened which could impair its right of indemnity out of the Trust Assets of the Trust.
 - (F) **Encumbrance.** It has taken no action to create any Encumbrance in respect of the Trust Assets (other than any Permitted Encumbrance).
- (n) **Recording of Conversations.** Each party:
- (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with this Agreement or any potential Transaction;
 - (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel; and
 - (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.
- (o) **Undertakings.** Party B undertakes that it will:
- (i) exercise its right of indemnity out of the Trust Assets in accordance with the Transaction Documents;
 - (ii) observe its obligations under the Master Trust Deed and Transaction Documents and otherwise as trustee of the Trust; and
 - (iii) not do anything which could impair its right of indemnity out of the Trust Assets.

Part 5. Other Provisions

- (a) **Condition precedent.** Insert a new Section 2(a)(iv) of this Agreement immediately after Section 2(a)(iii) of this Agreement as follows:
- “(iv) The condition precedent in Section 2(a)(iii)(1) of this Agreement does not apply to a payment or delivery obligation of a party if the other party has satisfied all its payment or delivery obligations under Section 2(a)(i) and Section 9(h) of this Agreement and has no future payment or delivery obligations, whether absolute or contingent, under Section 2(a)(i) or Section 9(h).”
- (b) **Account.** Add the following new sentence to Section 2(b) of this Agreement:
- “Each new account so designated shall be in the same legal and tax jurisdiction as the original account.”
- (c) **2002 Master Agreement Protocol.** The parties agree that with effect on and from the date of this Agreement the terms of each Annex to the 2002 Master Agreement Protocol published by the International Swaps and Derivatives Association, Inc. (“**Protocol**”) and the definitions included in part 6 of the Protocol will apply to this Agreement as if the Annex and the definitions were reproduced in full in this Agreement.
- (d) **Master Security Trust Deed and Issue Supplement acknowledgment.** For the purposes of the Master Security Trust Deed and the Issue Supplement, this Agreement (including the Credit Support Annex and all Confirmations of Transactions) is a “Derivative Contract” and a “Transaction Document” in respect of the Trust and Party A is a “Derivative Counterparty” in respect of the Trust.
- (e) **Obligations Binding.** Section 3(a)(v) of this Agreement is modified by adding in the fourth line thereof the words “including without limitation in the case of Party A being an authorised deposit taking institution authorised to carry on banking business in the Commonwealth of Australia, Subsection 13A(3) of the Banking Act 1959 (Cth) and Section 86 of the Reserve Bank Act 1959 (Cth) or any amending or replacement legislation as may be in effect” after the word “generally”.
- (f) **ISDA Definitions.** Unless otherwise agreed, this Agreement, each Confirmation and each Transaction is subject to the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the “**ISDA Definitions**”), and will be governed in all respects by any provisions set forth in the ISDA Definitions. The provisions of the ISDA Definitions are incorporated by reference in, and shall be deemed to be part of, this Agreement and each relevant Confirmation.
- (g) **Inconsistency.** In the event of any inconsistency between this Agreement or the ISDA Definitions, this Agreement will prevail.
- (h) **Miscellaneous.** Any reference to a:
- (i) “Swap Transaction” in the 2006 ISDA Definitions is deemed to be a reference to a “Transaction” for the purpose of interpreting this Agreement or any relevant Confirmation; and

- (ii) “Transaction” in this Agreement or any Confirmation is deemed to be a reference to a “Swap Transaction” for the purpose of interpreting the 2006 ISDA Definitions.

(i) **Anti-Terrorism/Anti-Money Laundering.**

- (i) The Trust Manager and Party B acknowledges that each of Party A and Party B are or may be required to comply with Australian anti-money laundering laws (including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)) and anti-money laundering laws in other countries (“**AML Laws**”). The parties agree that money-laundering includes dealing with the proceeds of or assets used in criminal activity (wherever committed) and any dealing with funds or assets of, or the provision of finance to, any person or entity involved or suspected of involvement in terrorism or any terrorist act.
- (ii) The parties agree that Party A or Party B may delay, block or refuse to make any payment for so long as Party A or Party B (as applicable) believes on reasonable grounds that making the payment may breach AML Law, and Party A or Party B (as applicable) will incur no liability to Party B if Party A does so. In that case, the parties to this Agreement agree to consult in good faith to determine a solution to the breach, but Party A’s obligation to consult is subject to AML Laws which may preclude consultation. Nothing in this paragraph (ii) prevents Party A or Party B from complying with AML Laws.
- (iii) Subject to paragraph (iv), each of Party A or Party B agrees (in the case of Party B, acting on the instructions of the Trust Manager and the Trust Manager agrees to direct Party B) to provide to the other party all information in Party B’s possession or otherwise readily available to Party B (in each case, insofar as it relates to the Trust or the Transactions contemplated by this Agreement) which Party A or Party B (as applicable) reasonably requires to comply with any AML Law. Each of Party A and Party B agrees (in the case of Party B, acting on the instructions of the Trust Manager and the Trust Manager agrees to direct Party B) that Party A or Party B (as applicable) may disclose information which it provides to the other party where required by any AML Law.
- (iv) Each of Party A’s and Party B’s obligations under paragraph (iii) are subject to any confidentiality, privacy or other obligations imposed by law on Party A or Party B (as applicable) in relation to the requested information or document, except to the extent overridden by any AML Law. Each of Party A and Party B agrees (in the case of Party B, acting on the instructions of the Trust Manager and the Trust Manager agrees to direct Party B) to use reasonable endeavours (and the Trust Manager agrees to direct and assist Party B) to obtain any necessary consents to disclose the relevant information required under paragraph (iii).

- (j) **Determining Close-out Amount.** In Section 14, the definition of “Close-out Amount” is amended by the insertion of the following sentence at the end of the definition:

“A Close-out Amount is not required to be the market value of the Terminated Transaction or group of Terminated Transactions and, subject to Section 6(e)(ii)(3), the Determining Party is not obliged to use mid-market quotations or mid-market valuations in determining a Close-out Amount.”

- (k) **Consent to Disclosure:** Each party agrees that any information in respect of, or relating to, this Agreement and any Transaction, to the extent that such information is

not known to the public or disclosed to the public in the future by third parties (the “Information”) is confidential and shall be treated as such, and that each party consents to the communication, disclosure and transfer by the other party of the Information to the other party’s branches, Affiliates, agents, sub-contractors, advisors, service providers and insurers and their respective employees, on a need-to-know basis; or for the purposes of performing obligations or exercising rights under this Agreement (including, without limitation, actual or potential novations or other transfers); or to the extent required by law in any jurisdiction; or to any government, regulatory authority, exchange, clearing house or trade repository in any jurisdiction. This permitted communication, disclosure and transfer can be in Australia or elsewhere. The parties acknowledge that data protection laws differ in different places. Each party also agrees that with effect from the date of this Agreement the terms of the Attachment to the 2013 Reporting Protocol published by the International Swaps and Derivatives Association Inc shall apply to this Agreement (as if this Agreement were a “Protocol Covered Agreement” as defined in that protocol).

Part 6. Securitisation Provisions

(a) **Inconsistency.** If there is any inconsistency between the provisions of this Part 6 and any other provision of this Agreement, the provisions of this Part 6 prevail.

(b) **Definitions.** Section 14 is amended as follows:

(i) Insert the following additional definitions:

“**Collateral Account**” has the meaning given to it in Section 15(e).

“**Collateral Framework Option**” means the collateral posting framework described in:

- (a) the column headed “Strong” in the table in Annexure 1; or
 - (b) the column headed “Adequate” in the table in Annexure 1; or
 - (c) the column headed “Moderate” in the table in Annexure 1,
- as applicable.

“**Collateral Framework Option Notice**” means a written notice from Party A to the Trust Manager, Party B and S&P which specifies:

- (a) the relevant proposed Collateral Framework Option Selection Date; and
- (b) the relevant Collateral Framework Option which is to apply from that proposed Collateral Framework Option Selection Date.

“**Collateral Framework Option Selection Date**” means the relevant date notified as such by Party A to the Trust Manager, Party B and S&P in a Collateral Framework Option Notice, provided that such date will only constitute a “Collateral Framework Option Selection Date” for the purposes of this Agreement if:

- (a) that date is at least one Business Day after the date such Collateral Framework Option Notice is provided by Party A;

- (b) a Rating Notification has been provided;
- (b) on that date Party A is not an Affected Party or a Defaulting Party for the purposes of this Agreement; and
- (c) on that date:
 - (i) no S&P Collateralisation Event is subsisting or if an S&P Collateralisation Event is subsisting, Party A has complied with Section 15(b); and
 - (ii) no S&P Replacement Event is subsisting or if a S&P Replacement Event is subsisting:
 - (A) such date is within 90 days of the occurrence of that S&P Replacement Event; or
 - (B) Party A has complied with Section 15(c) within 90 days of the occurrence of that S&P Replacement Event.

“Credit Support Annex” means the Credit Support Annex annexed to this Agreement.

“Designated Rating Agency” means S&P.

“Eligible Bank” means a bank whose credit rating assigned by the Designated Rating Agency is no lower than the rating necessary so that the then current rating of the Notes is maintained by the Designated Rating Agency.

“Eligible Replacement” means an entity with a credit rating not less than the Minimum S&P Collateralised Counterparty Rating (or, in the case of a counterparty which guarantees obligations under this Agreement, at least the Minimum S&P Uncollateralised Counterparty Rating).

“Firm Offer” means an offer which, when made, was capable of becoming legally binding on acceptance.

“Issue Supplement” means the deed entitled “Think Tank Commercial Series 2021-2 Trust – Issue Supplement” dated on or about the date of this Agreement between Party B and others.

“Local Business Day” means for the purposes of this Part 6, a day on which banks are open for general banking business in Sydney and Melbourne (not being a Saturday, a Sunday or public holiday in that place).

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

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

“Minimum S&P Collateralised Counterparty Rating” means the minimum current rating of a counterparty that will not, provided that collateral is being provided in accordance with the Credit Support Annex, cause a downgrade, withdrawal or qualification of the rating assigned to any of the Notes then outstanding:

- (a) being the lowest rating specified in the column headed “Replacement Trigger” in the table in Annexure 2 that is the same as the highest rated Notes then outstanding specified in the applicable column in the table in Annexure 2 that corresponds to the Selected Collateral Framework Option applicable at that time; or
- (b) (if Party A and the Trust Manager agree) as otherwise determined in accordance with paragraph (b) of the definition of S&P Criteria.

“Minimum S&P Uncollateralised Counterparty Rating” means the minimum current rating of a counterparty that will not, without any collateral having to be currently provided in accordance with the Credit Support Annex, cause a downgrade, withdrawal or qualification of the rating assigned to any of the Notes:

- (a) as determined in accordance with the table in Annexure 1 by reference to the Selected Collateral Framework Option applicable at that time; or
- (b) (if Party A and the Trust Manager agree) as otherwise determined in accordance with paragraph (b) of the definition of S&P Criteria.

“S&P” means S&P Global Ratings Australia Pty Ltd and its respective successors and assigns.

An **“S&P Collateralisation Event”** is subsisting only if:

- (a) any Notes (other than Class G Notes or Class H Notes) are outstanding at that time;
- (b) the current rating of Party A issued by S&P is lower than the Minimum S&P Uncollateralised Counterparty Rating for a period of at least 10 consecutive Business Days; and
- (c) Party A has not already taken one of the actions described in Section 15(c)(i), (ii) or (iii) regardless of whether an S&P Replacement Event has occurred or is subsisting and regardless of whether Party A has used commercially reasonable efforts to take such actions.

However, if Party A takes the action described in Section 15(c)(i) and the relevant replacement counterparty is an entity which holds a credit rating of at least the Minimum S&P Collateralised Counterparty Rating but not the Minimum S&P Uncollateralised Counterparty Rating, then the periods described in paragraph (b) above do not restart and instead the period to which the replaced party was subject continues.

“S&P Criteria” means:

- (a) as at the date of this Agreement, the criteria published by S&P on 8 March 2019 entitled “Counterparty Risk Framework Methodology And Assumptions”; and
- (b) from time to time, such other criteria which are published by S&P and stated to be in effect at that time as an update to, supplement to or replacement of the then current S&P Criteria but only if Party A notifies Party B, the Trust Manager and S&P of Party A’s agreement to its inclusion and the Trust Manager agrees to its inclusion.

An “**S&P Replacement Event**” is subsisting only if:

- (a) any Notes (other than Class G Notes or Class H Notes) are outstanding at that time; and
- (b) the current rating of Party A issued by S&P is not at least equal to the Minimum S&P Collateralised Counterparty Rating.

“**Selected Collateral Framework Option**” means, at any time:

- (a) prior to the first Collateral Framework Option Selection Date (if any), the column entitled “Adequate” in the table in Annexure 1; or
- (b) on or after the most recent Collateral Framework Option Selection Date (if any), the column of the table in Annexure 1 which corresponds to the relevant Collateral Framework Option specified in the Collateral Framework Option Notice relating to that Collateral Framework Option Selection Date.

“**Trust**” means the Think Tank Commercial Series 2021-2 Trust.

- (ii) Insert the following at the end of the definitions:

Unless the context or subject matter otherwise requires, a term which has a defined meaning in the:

- (a) Issue Supplement;
- (b) Master Security Trust Deed; or
- (c) Master Trust Deed,

has the same meaning when used in this Agreement unless it is expressly defined in this Agreement, in which case the meaning in this Agreement prevails. If the definition of a term in the Master Security Trust Deed or the Master Trust Deed is amended in the Issue Supplement, the definition in the Master Security Trust Deed or Master Trust Deed applies to the extent amended by the Issue Supplement.

If there is any inconsistency between a term in the Master Trust Deed or the Master Security Trust Deed and a term in the Issue Supplement, the term in the Issue Supplement will prevail.

- (c) **No Set Off.**

- (i) In Section 2(a)(ii) of this Agreement, insert immediately after the words “freely transferable funds” the following words:

 “, in full without set-off or counterclaim and without any deduction in respect of Tax (except as expressly provided in this Agreement or required by any applicable law)”.
- (ii) In Section 6(e) of this Agreement, the words “and will be subject to Section 6(f)” in the third line of the first paragraph are deleted.
- (iii) Section 6(f) of this Agreement is deleted.
- (d) **Deduction or withholding for tax.** Section 2 of this Agreement is amended as follows:
 - (i) Section 2(d)(i)(4) is deleted in its entirety.
 - (ii) In Section 2(d)(ii)(1), the words “in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4)” are deleted.”
- (e) **Events of Default and Termination Events.** The following provisions of Section 5 of this Agreement:
 - (ii) will not apply to Party A:

 Section 5(a)(iii) (Credit Support Default)
 Section 5(a)(v) (Default Under Specified Transaction)
 Section 5(a)(vi) (Cross-Default)
 Section 5(b)(iv) (Tax Event Upon Merger)
 Section 5(b)(v) (Credit Event Upon Merger).
 - (iii) will not apply to Party B:

 Section 5(a)(ii) (Breach of Agreement; Repudiation of Agreement)
 Section 5(a)(iii) (Credit Support Default)
 Section 5(a)(iv) (Misrepresentation)
 Section 5(a)(v) (Default Under Specified Transaction)
 Section 5(a)(vi) (Cross-Default)
 Section 5(a)(viii) (Merger Without Assumption)
 Section 5(b)(v) (Credit Event Upon Merger).
- (f) **Banking Code of Practice**

 The parties agree that the Banking Code of Practice published by the Australian Banking Association (as amended, supplemented or replaced from time to time) does not apply to this Agreement or any transaction under this Agreement.
- (g) **Amendments.**
 - (i) Section 9(b) of this Agreement is amended as follows:
 - (A) Insert the following after the phrase “and executed by each of the parties”:

 “, subject to Rating Notification being provided in respect of such amendment, modification or waiver.”.

- (B) Delete “or confirmed by an exchange of telexes or by an exchange of electronic messages or an electronic messaging system”.
- (ii) Section 9(e)(ii) of this Agreement is amended:
 - (A) by inserting the words “sent in portable document format (PDF) or equivalent electronically secured format” after the words “exchange of e-mails” in the second sentence thereof; and
 - (B) by inserting the words “sent in portable document format (PDF) or equivalent electronically secured format” after the word “e-mail” in the last sentence thereof.
- (h) **Transfer.** Section 7 of this Agreement is amended as follows:
 - (i) Replace “.” at the end of Section 7(b) with “;”.
 - (ii) Insert new paragraph (c):
 - “(c) a party may make such a transfer in accordance with one or more of the Master Security Trust Deed, the General Security Deed, the Issue Supplement and the Master Trust Deed.
- (i) **Notices.** Section 12 of this Agreement is amended as follows
 - (i) In Section 12(a), the words “(except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system or e-mail)” are deleted in their entirety and replaced with the following:

“(except that a notice or other communication under Section 5 or 6 may not be given by telex or facsimile transmission)”.
 - (ii) Replace Section 12(a)(iii) of this Agreement with the following:
 - “(iii) if sent by facsimile transmission, on the date shown in the transmission report produced by the machine from which the facsimile was sent which indicates that the whole facsimile was sent to the facsimile number of the recipient notified for the purpose of this Section unless the recipient notifies the sender within one Local Business Day of the facsimile being sent that the facsimile was not received in its entirety in legible form.”
 - (iii) Replace Section 12(a)(iv) of this Agreement with the following:
 - “(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent, on the date that it is delivered or its delivery is attempted.”
 - (iv) A new Section 12(a)(vii) is inserted as follows:
 - “(vii) if sent by ordinary mail, on the third (seventh, if posted to or from a place outside Australia) day after posting.”
- (j) **Master Security Trust Deed Acknowledgment.** Each party agrees that it is bound by the terms of the Master Security Trust Deed.
- (k) **Limitation of Liability.**

- (i) Clause 18 (“Indemnity and limitation of liability”) of the Master Trust Deed applies to this Agreement (including all Confirmations of Transactions and the Credit Support Annex to this Agreement).
- (ii) In this Agreement, any Confirmation, the Credit Support Annex and each Transaction, any reference to Party B is a reference to Party B in its capacity as trustee of the Trust and in no other capacity.

(l) **No Amendment**

Each of Party B (at the direction of the Trust Manager and the Trust Manager agrees to direct Party B) and the Trust Manager agrees that it will not consent to any amendment, addition or revocation to the provisions of the Master Trust Deed (insofar as it affects the Trust), the Master Security Trust Deed, the General Security Deed or the Issue Supplement without the prior written consent of Party A (such consent not to be unreasonably withheld or delayed).

- (m) **Downgrade.** Insert a new Section 15 of this Agreement immediately after Section 14 as follows.

“15 Downgrade

Downgrade of Party A by S&P

- (a) **(Application):** Section 15(b), Section 15(c) and Section 15(d) below apply only while any Notes (other than Class G Notes or Class H Notes) are outstanding.
- (b) **(S&P Collateralisation Event):** If at any time an S&P Collateralisation Event occurs and remains subsisting, Party A must, on the occurrence of that S&P Collateralisation Event (taking into account the remedy period contemplated by paragraph (b) of the definition of S&P Collateralisation Event), comply with its obligations under the Credit Support Annex and may take any of the actions specified in Section 15(c).
- (c) **(S&P Replacement Event):** If at any time an S&P Replacement Event occurs and remains subsisting, Party A must, at its own cost and within 90 calendar days of the occurrence of that S&P Replacement Event, use commercially reasonable efforts to take one of the following actions:
 - (i) novate all its rights and obligations under this Agreement to an Eligible Replacement (or a counterparty whose obligations under this Agreement are irrevocably guaranteed by an Eligible Replacement);
 - (ii) arrange for its obligations under this Agreement to be irrevocably guaranteed by an Eligible Replacement; or
 - (iii) enter into such other arrangements in relation to its obligations under this Agreement in respect of which the Trust Manager issues a Rating Notification.

For the avoidance of doubt, Party A is not liable in damages for breach of Section 15(b) or Section 15(c) in law or equity.

- (d) **(Additional Termination Event):** A failure by Party A to take one of the actions specified in Section 15(b) or Section 15(c) (regardless of whether

Party A has used commercially reasonable efforts to take such action) within the relevant time period is an Additional Termination Event in respect of which Party A is the sole Affected Party. However, such a failure by Party A is not an Event of Default and Party B's remedies in connection with such Additional Termination Event are limited to those remedies expressly set out in this Agreement.

- (e) **(Establishment and maintenance of Collateral Account):** Where Party B has not established the Collateral Account and Party A elects or is required to deliver collateral to Party B in accordance with the Credit Support Annex, the Trust Manager must direct Party B to establish, as soon as is practicable, and maintain:
- (i) in the name of Party B, an interest bearing account with an Eligible Bank which must be an account separate from the Collections Account (the "**Cash Collateral Account**"); and
 - (ii) if the collateral includes non-cash collateral, a securities account for the holding of such non-cash collateral in the name of Party B which may be an Austraclear account (the "**Securities Collateral Account**"),

(the Cash Collateral Account and the Securities Collateral Account together the "**Collateral Account**").

If Party B or the Trust Manager becomes aware that the Cash Collateral Account is held with an entity which is not an Eligible Bank, the Trust Manager must direct, and on such direction Party B must promptly establish a new interest bearing account with an Eligible Bank and transfer the balance of the former Cash Collateral Account to the new Cash Collateral Account within 90 calendar days.

- (f) **(Collateral transferred into Collateral Account):** Any collateral delivered by Party A to Party B in accordance with the Credit Support Annex in compliance with its obligations under this Section 15 (the "**Collateral Support**") must be deposited into the relevant Collateral Account and such Collateral Support will not be applied in accordance with the cashflow allocation methodology set out in the Issue Supplement. No amount must be paid or held in the Collateral Account other than Collateral Support and interest payable on the Collateral Support. The Trust Manager must not give any direction to Party B which would cause Party B to breach this provision.
- (g) **(Application of Collateral):** Party B may only make withdrawals from the Collateral Account if directed to do so by the Trust Manager. The Trust Manager may only direct the Trustee to make such withdrawals for the purpose of:
- (i) delivering to Party A Return Amounts and Interest Amounts in accordance with the Credit Support Annex;
 - (ii) withdrawing or otherwise transferring any amount which has been incorrectly deposited into the Collateral Account (and the Trust Manager agrees to direct Party B to refund or pay to Party A, and Party B agrees promptly to refund or pay to Party A, any such incorrectly deposited amount);

- (iii) paying bank accounts debit tax or any other similar Tax payable in respect of the Collateral Support; or
- (iv) paying any amount due to be paid by Party A under this Agreement if Party A has not paid such amount when required (after taking into account any applicable grace period).

Any amount withdrawn from the Collateral Account and applied in accordance with Section 15(g)(iii) or Section 15(g)(iv) will (despite any inconsistency with the Credit Support Annex) be taken to reduce (by an amount equal to that amount withdrawn) the Credit Support Balance under the Credit Support Annex.

- (h) **(Novation):** If Party A arranges for the novation all of its rights and obligations under this Agreement to an Eligible Replacement pursuant to Section 15(c)(i), Party B (at the direction of the Trust Manager) and the Trust Manager will do all things necessary, at the cost of Party A, to effect such novation.
- (i) **Withholding Tax Imposed on Payments to Non-US Counterparties under the United States Foreign Account Tax Compliance Act.**

“Tax” as used in Part 2(a) of this Schedule (Payer Tax Representation) and “Indemnifiable Tax” as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of 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 (a “**FATCA Withholding Tax**”). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.”

SIGNED by)
as attorney for [COMMONWEALTH)
BANK OF AUSTRALIA] under power)
of attorney dated)

in the presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

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

SIGNED by)
as attorney for **BNY TRUST**)
COMPANY OF AUSTRALIA LIMITED)
(in its capacity as trustee of the)
Think Tank Commercial Series 2021-)
2 Trust) under power of attorney dated)
1 September 2007 in the presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

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

EXECUTED by **THINK TANK GROUP**)
PTY LIMITED in accordance with)
section 127(1) of the *Corporations Act*)
2001 (Cth) by authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company secretary*)
*delete whichever is not applicable)

.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)

ANNEXURE 1
S&P CRITERIA – COLLATERAL FRAMEWORK OPTIONS

Collateral Posting Framework Assessments Summary

	Collateral framework ranking			
	Strong	Adequate	Moderate	Weak
Counterparty rating below which posting is initiated*	'A-'	'BBB'	'BBB'	Does not meet all conditions for "moderate"
Remedy period to begin collateral posting (if applicable)	10 business days following downgrade of counterparty	10 business days following downgrade of counterparty	10 business days following downgrade of counterparty	Does not meet all conditions for "moderate"
Revaluation of collateral	At least weekly	At least weekly	At least weekly	Does not meet all conditions for "moderate"
Coverage of the issuer's exposure to the counterparty	Posting of mark-to-market	Posting of mark-to-market	Posting of mark-to-market	Does not meet all conditions for "moderate"
Coverage of volatility risk in the swap value	"Strong" volatility buffers	"Adequate" volatility buffers	No volatility buffers	Does not meet all conditions for "moderate"
Assets eligible as collateral	Cash; Eligible assets listed in our guidance to these criteria	Cash; Eligible assets listed in our guidance to these criteria	Cash; Eligible assets listed in our guidance to these criteria	Does not meet all conditions for "moderate"
Coverage of market value risk on collateral assets (if non-cash assets are posted)	"Strong" market value haircuts	"Adequate" market value haircuts	"Moderate" market value haircuts	Does not meet all conditions for "moderate"
Coverage of currency risk on collateral assets (if currency mismatch exists between collateral and currency needed for replacement)	"Strong" currency haircuts	"Adequate" currency haircuts	"Moderate" currency haircuts	Does not meet all conditions for "moderate"

*If both replacement and collateral are applicable remedies, the collateral posting trigger should be no lower than the replacement trigger

ANNEXURE 2
S&P CRITERIA – REPLACEMENT TRIGGER RATINGS

	Maximum supported rating			
	"Strong" collateral	"Adequate" collateral	"Moderate" collateral	"Weak" collateral
Replacement trigger				
AAA	AAA	AAA	AAA	AAA
AA+	AAA	AAA	AAA	AAA
AA	AAA	AAA	AAA	AAA
AA-	AAA	AAA	AAA	AAA
A+	AAA	AAA	AAA	AAA
A	AAA	AAA	AAA	AA
A-	AAA	AAA	AA+	AA-
BBB+	AAA	AA	AA-	A
BBB	AA	A+	A	BBB+
BBB-	A+	A-	BBB+	BBB-
Floor to supported rating	Counterparty rating + 3 notches	Counterparty rating + 2 notches	Counterparty rating + 1 notch	Counterparty rating

DRAFT