

---

## ISSUER QUARTERLY REPORTING CHECKLIST

---

File code: /

**Issuer:** Australian Finance & Leasing Limited

**Note:**

**Trustee:** Permanent Nominees (Aust) Limited

**Trust Deed:** Dated 21 November 1997 as amended 5 June 1998 and 6 March 2003

**Period of Report:** Quarter ended 31<sup>st</sup> December 2011

**Date of Report:** 20 January 2012

Item No	Item	Confirmed? Y/N	Comments
<b>Corporations Act 2001 – Chapter 2L</b>			
1.	The Issuer and any guarantor has complied at all times with the terms of the Notes, the Trust Deed and Chapter 2L of the Corporations Act 2001 during the Period.	Yes	
2.	No circumstances arose during the Period that has caused, or could cause, one or more of the following:  (i) any amount deposited or lent under the Notes to become immediately payable;  (ii) the Notes to become immediately enforceable;  (iii) any other right or remedy under the terms of the Note or provisions of the Trust Deed to become immediately enforceable.	Yes	

Item No	Item	Confirmed? Y/N	Comments
3.	<p>No circumstances arose during the Period that materially prejudice:</p> <p>(i) the Issuer, any of its subsidiaries, or any of the guarantors; or</p> <p>(ii) any security or charge included in or created by the Notes or the Trust Deed.</p>	Yes	
4.	<p>There has been no substantial change in the nature of the business of the Issuer, any of its subsidiaries, or any of the guarantors that has occurred during the Period.</p>	Yes	
5.	<p>None of the following events happened during the Period:</p> <p>(i) the appointment of a guarantor;</p> <p>(ii) the cessation of liability of a guarantor body for the payment of the whole or part of the money for which it was liable under the guarantee; or</p> <p>(iii) a change of name of a guarantor (if this happens, the Issuer's quarterly report must also disclose the guarantor's new name).</p>	Yes	
6.	<p>The net amount outstanding on any advances at the end of the Period if the Issuer has created a charge where:</p> <p>(i) the total amount to be advanced on the security of the charge is indeterminate; and</p> <p>(ii) the advances are merged in a current account with bankers, trade creditors or anyone else.</p>	Yes	
7.	<p>The Issuer is not aware of any other matters that may materially prejudice any security or the interests of the Note holders.</p>	Yes	

**Corporations Act 2001 – Financial Reports and Audit**

8. The Issuer has complied in all respects with its obligations under Chapter 2M (dealing with financial reports and audit) of the Corporations Act 2001.

Yes

**Corporations Act 2001 – Disclosure**

9. The Issuer has complied at all times with the requirements of Chapter 6CA (dealing with continuous disclosure) of the Corporations Act 2001 and no circumstances arose during the Period that required the Issuer to issue a supplementary prospectus, replacement prospectus or issue a continuous disclosure notice.

If so, advise what steps have been taken.

Yes

**Regulatory Guide 69**

10. The Issuer has made all necessary disclosures against the benchmarks in its disclosure documents and all disclosures remain true and correct.

Yes

11. The Issuer continues to meet all benchmarks that the Issuer has stated in disclosure that it meets.

Yes

12. Where the Issuer has disclosed that it does not meet the benchmarks on an "if not, why not" basis, the disclosure the Issuer has made continues to be correct and accurate in all material respects and is not misleading.

Yes

13. Attached is a schedule of the promises the Issuer has made in disclosure documents it has issued and confirms that it has complied with each of the promises it has made in those disclosure documents.

Yes

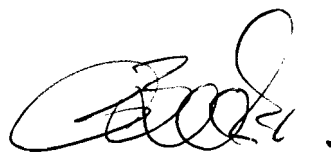
<b>Trust Deed</b>			
14.	In terms of Trust Deed Clause 9.05 as at the end of the Period of Report the total amount of Issued Stock was <b>\$9,825,339</b> and all principal and interest which has become due and payable on or prior to the end of the Period of Report has been duly paid in respect of all Stock and all encumbrances however ranking.	Yes	
15.	As at the end of the Period of Report the unaudited value of the Assets of the Issuer was <b>\$11,383,662.</b>	Yes	
16.	As at the end of the Period of Report the unaudited value of <b>Stock</b> subscribed for in the Company was <b>\$9,825,339.</b>	Yes	
17.	In terms of Trust Deed Clause 9.07 as at the end of the Period of Report the Company has effected and maintained adequate insurance.	Yes	
<b>Anti Money Laundering</b>			
18.	The Issuer has complied in all respects with its obligations under the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)</i> .	Yes	

On the basis of the above, the undersigned certify that they are of the view that the financial position and performance of the Issuer is such that the property of the Issuer is or should be available will be sufficient to repay the amount of each Note when it becomes due and payable.

Signed:



**Robert L Norman (Director)**



**Laurence J Best (Director/Secretary)**

## **Annexure to Quarterly Trustee Report**

### **Point 13 Schedule of “promises”**

1. Not to issue notes if the Total External Liabilities is equal to or exceeds 93% of the Total Tangible Assets of the Issuer.
2. The Issuer’s credit policy is updated as necessary and applied consistently to all finance applications.
3. All finance applications are assessed and approved by the Credit Committee or under delegated authority.
4. To maintain life insurance cover on key personnel.
5. To maintain an acceptable margin between the average rates paid on Notes and the average return on the Company’s loan portfolio.
6. To ensure appropriate recovery action is enforced against defaulting borrowers and make appropriate provision for any probable loss in the Company’s books.