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NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SECURITIES OF THE ISSUER. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY JURISDICTION, AND THE SECURITIES MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR THE BENEFIT OF, U.S. PERSONS (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) 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. THE FOLLOWING PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

You are reminded that the preliminary prospectus has been delivered to you on the basis that you are a person into whose possession the preliminary prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the preliminary prospectus to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the managers or any affiliate of the managers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the managers or such affiliate on behalf of the issuing entity in such jurisdiction.

By accessing the preliminary prospectus, you shall be deemed to have confirmed and represented to us that (a) you have understood and agree to the terms set out herein, (b) you consent to delivery of the preliminary prospectus by electronic transmission, (c) you are not a U.S. person (within the meaning of Regulation S under the Securities Act) or acting for the account or benefit of a U.S. person and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia and (d) if you are a person in the United Kingdom, then you are a person who (i) is an investment professional within the meaning of Article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the **FPO**) or (ii) is a high net worth entity falling within Article 49(2)(a) to (d) of the FPO (all such persons together being referred to as **relevant persons**). This preliminary prospectus must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this preliminary prospectus relates is available only to relevant persons and will be engaged in only with relevant persons.

This preliminary prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of ASB Bank Limited, ASB Finance Limited, acting through its London branch, the Arrangers, the Lead Manager (if applicable) or the Relevant Dealer(s) or any person who controls any such person or any director, officer, employee nor agent of any such person (or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the preliminary prospectus distributed to you in electronic format and the hard copy version available to you on request from the Relevant Issuer, the Arrangers, the Lead Manager (if applicable), or the Relevant Dealer(s).



ASB Finance Limited

(incorporated with limited liability in New Zealand under company number 652448 and registered as a branch in England & Wales under company number FC026933 and branch number BR008930)

as Issuer

ASB Bank Limited

(incorporated with limited liability in New Zealand under company number 398445)

as Issuer and Guarantor of Covered Bonds issued by ASB Finance Limited

€7,000,000,000 ASB Covered Bond Programme

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

ASB Covered Bond Trustee Limited

(incorporated with limited liability in New Zealand under company number 3389285)

as trustee of the ASB Covered Bond Trust

Under the €7,000,000,000 ASB Covered Bond Programme (**Programme**) established by ASB Bank Limited (**ASBBL** and an **Issuer**) and ASB Finance Limited, acting through its London Branch (**ASBFL** and an **Issuer**, and together with ASBBL, the **Issuers**, and references to the "Relevant Issuer" shall, in relation to any Series or Tranche of Covered Bonds be references to the Issuer which is, or is intended to be, the Issuer of such Covered Bonds as indicated in the applicable Final Terms), the Issuers may from time to time issue bonds (**Covered Bonds**) denominated in any currency agreed between the Relevant Issuer, the Guarantor (in the case of Covered Bonds issued by ASBFL) and the Relevant Dealer(s) (as defined below). The price and amount of the Covered Bonds to be issued under the Programme will be determined by the Relevant Issuer, the Guarantor (in the case of Covered Bonds issued by ASBFL) and the Relevant Dealer(s) at the time of issue in accordance with the prevailing market conditions. Any Covered Bonds issued under the Programme on or after the date of this Prospectus are issued subject to the provisions as described herein.

The payment of all amounts owing by ASBFL in respect of the Covered Bonds issued by ASBFL will be unconditionally and irrevocably guaranteed by ASBBL (the **Guarantor**).

ASB Covered Bond Trustee Limited (the **Covered Bond Guarantor**) has guaranteed payments of interest and principal under the Covered Bonds pursuant to a guarantee which is secured over the Mortgage Loans and the Related Security (as defined below) and its other assets. Recourse against the Covered Bond Guarantor under its guarantee is limited to the Mortgage Loans and the Related Security and any other assets of the Covered Bond Guarantor.

The maximum aggregate nominal amount of all Covered Bonds from time to time outstanding under the Programme will not exceed €7,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to any increase as described herein.

The Covered Bonds may be issued on a continuing basis to the Dealers specified under "Summary of the Programme" and any additional Dealer appointed under the Programme from time to time by the Issuers (each, a **Dealer** and together, the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the **Relevant Dealer(s)** shall, in the case of an issue of Covered Bonds being (or intended to be) subscribed for by more than one Dealer, be to all Dealers agreeing to subscribe for such Covered Bonds.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" on pages 24 to 54 of this Prospectus. This Prospectus does not describe all of the risks of an investment in the Covered Bonds.

Prospective investors in Covered Bonds should ensure that they understand the nature of the relevant Covered Bonds and the extent of their exposure to risks and that they consider the suitability of the relevant Covered Bonds as an investment in the light of their own circumstances and financial condition. CERTAIN ASPECTS OF COVERED BONDS INVOLVE A DEGREE OF RISK AND INVESTORS SHOULD BE PREPARED TO SUSTAIN A LOSS OF ALL OR PART OF THEIR INVESTMENT. It is the responsibility of prospective investors to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in the Covered Bonds and are not relying on the advice of the Issuers, the Guarantor, the Covered Bond Guarantor, the Trust Manager (as defined herein), the Security Trustee (as defined herein) or Bond Trustee (as defined herein) or the Relevant Dealer in that regard.

This Prospectus constitutes a base prospectus for the purposes of the Prospectus Directive - Directive 2003/71/EC (the **Prospectus Directive**). Application has been made to the Financial Services Authority (the **FSA**) which is the United Kingdom competent authority under the Financial Services and Markets Act 2000 (the **FSMA**) for the purposes of the Prospectus Directive and relevant implementing measures in the United Kingdom (the **UK Listing Authority**) for approval of this Prospectus as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in the United Kingdom for the purpose of giving information with regard to the issue of Covered Bonds issued under the Programme to be admitted to the official list of the UK Listing Authority (the **Official List**) and to the London Stock Exchange plc (the **London Stock Exchange**) for such Covered Bonds to be admitted to trading on the regulated market of the London Stock Exchange which is a "regulated market" for the purposes of Directive 2004/39/EC (the **Markets in Financial Instruments Directive**) (the **regulated market of the London Stock Exchange**) during the period of 12 months from the date of this Prospectus. References in this Prospectus to Covered Bonds being "listed" (and all related references) shall, unless the context otherwise requires, mean that such Covered Bonds have been admitted to trading on the regulated market of the London Stock Exchange and have been admitted to the Official List.

Notice of the aggregate nominal amount of Covered Bonds, interest (if any) payable in respect of Covered Bonds, the issue price of Covered Bonds and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under the Terms and Conditions of the Covered Bonds) of Covered Bonds will be set out in a separate document containing the final terms for that Tranche

(each, a **Final Terms**) which, with respect to Covered Bonds to be listed on the London Stock Exchange, will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of such Tranche of Covered Bonds.

The Programme provides that Covered Bonds may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or regulated or unregulated markets as may be agreed between the Relevant Issuer and the Relevant Dealer(s) or the Lead Manager. The Issuers may also issue unlisted Covered Bonds and/or Covered Bonds not admitted to trading on any regulated or unregulated market.

As set forth in the applicable Final Terms, the Covered Bonds are being offered and sold (a) in reliance on Rule 144A under the Securities Act (**Rule 144A**), in each case to "qualified institutional buyers" (as defined in Rule 144A) (**QIBs**) and/or (b) in accordance with Regulation S under the Securities Act (**Regulation S**) to non-U.S. persons in offshore transactions. Prospective purchasers are hereby notified that the sellers of the Covered Bonds may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

The Relevant Issuer, the Guarantor (if ASBFL is the Issuer) and the Covered Bond Guarantor may agree with any Dealer, the Bond Trustee and the Principal Paying Agent that Covered Bonds may be issued in a form not contemplated by the Terms and Conditions of the Covered Bonds herein, in which event a supplementary prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Covered Bonds.

The Covered Bonds issued under the Programme are expected on issue to be assigned an "Aaa" rating by Moody's Investors Service Pty Ltd (**Moody's**) and an "AAA" rating by Fitch Australia Pty Ltd (**Fitch** and, together with Moody's, the **Rating Agencies**). Fitch and Moody's are not established in the European Union and have not applied for registration under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the **CRA Regulation**). However, Fitch Ratings Limited and Moody's Investors Service Ltd are established in the European Union and have applied for registration under the CRA Regulation. Although notification of the corresponding registration decision has not yet been provided by the relevant competent authority, the applications for registration have disclosed that Fitch Ratings Limited and Moody's Investors Service Ltd intend to endorse select public ratings issued by Fitch Australia Pty Ltd and select public ratings issued by Moody's Investors Service Pty Ltd respectively.

The rating of certain Series or Tranches of Covered Bonds to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to relevant Series or Tranches of Covered Bonds will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms. Please also refer to "Ratings of the Notes" in the Risk Factors section of this Prospectus. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

Arrangers for the Programme

Barclays Capital

ASB Bank Limited

Dealers for the Programme

Barclays Capital

The date of this Prospectus is 1 September 2011.

This Prospectus has been approved by the UK Listing Authority as a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and has been published in accordance with the prospectus rules made under the FSMA. This Prospectus is not a prospectus for the purposes of Section 12(a)(2) or any other provision or order under the Securities Act.

The Issuers, the Guarantor and the Covered Bond Guarantor (the **Responsible Persons**) each accept responsibility for the information in this Prospectus. To the best of the knowledge and belief of each of the Responsible Persons (each having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*” below). This Prospectus shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Prospectus.

The information contained in this Prospectus was obtained from the Issuers, the Guarantor and the Covered Bond Guarantor, but no assurance can be given by the Arrangers, the Dealers, the Agents, the Bond Trustee, the Trust Manager, the Seller, the Lead Manager (if applicable) or the Security Trustee as to the accuracy or completeness of this information. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arrangers, the Dealers, the Agents, the Bond Trustee, the Trust Manager, the Seller, the Lead Manager (if applicable) or the Security Trustee as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuers, the Guarantor or the Covered Bond Guarantor in connection with the Programme. Neither the Arrangers nor the Dealers nor the Agents nor the Bond Trustee nor the Trust Manager nor the Seller, the Lead Manager (if applicable) nor the Security Trustee accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuers, the Guarantor or the Covered Bond Guarantor in connection with the Programme.

No person has been authorised by the Issuers, the Guarantor, the Covered Bond Guarantor, any of the Arrangers, the Dealers, the Agents, the Bond Trustee, the Trust Manager, the Seller, the Lead Manager (if applicable) or the Security Trustee to give any information or to make any representation not contained in this Prospectus or any other information supplied in connection with the Programme or the Covered Bonds and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Guarantor, the Covered Bond Guarantor, any of the Arrangers, the Dealers, the Agents, the Bond Trustee, the Trust Manager, the Seller, the Lead Manager (if applicable) or the Security Trustee.

Neither this Prospectus nor any other information supplied in connection with the Programme or any Covered Bonds (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuers, the Guarantor, the Covered Bond Guarantor, the Seller, the Lead Manager (if applicable), any of the Arrangers, the Dealers, the Agents, the Bond Trustee, the Trust Manager or the Security Trustee that any recipient of this Prospectus or any other information supplied in connection with the Programme or any Covered Bonds should purchase any Covered Bonds. Each investor contemplating purchasing any Covered Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuers, the Guarantor and/or the Covered Bond Guarantor. Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Covered Bonds constitutes an offer or invitation by or on behalf of the Issuers, the Guarantor, the Covered Bond Guarantor, the Seller, the Lead Manager (if applicable), any of the Arrangers, the Dealers, the Agents, the Bond Trustee, the Trust Manager or the Security Trustee to any person to subscribe for or to purchase any Covered Bonds.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Covered Bonds shall in any circumstances imply that the information contained herein concerning the Issuers and/or the Guarantor and/or the Covered Bond Guarantor and/or the Seller is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arrangers, the Dealers, the Lead Manager (if applicable), the Agents, the Bond Trustee, the Trust Manager and the Security Trustee expressly do not undertake to review the financial condition or affairs of the Issuers, the Guarantor, the Covered Bond Guarantor or the Seller during the life of the Programme or to advise any investor in the Covered Bonds of any information coming to their attention. Investors should review, inter alia, the most recently published documents incorporated by reference into this Prospectus when deciding whether or not to purchase any Covered Bonds.

As set forth in the applicable Final Terms, the Covered Bonds are being offered and sold (a) in reliance on Rule 144A, in each case to "qualified institutional buyers" (as defined in Rule 144A) (**QIBs**) and/or (b) in accordance with Regulation S under the Securities Act (**Regulation S**) to non-U.S. persons in offshore transactions. Prospective purchasers are hereby notified that the sellers of the Covered Bonds may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Covered Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Covered Bonds may be restricted by law in certain jurisdictions. The Issuers, the Guarantor, the Covered Bond Guarantor, the Arrangers, the Lead Manager (if applicable), the Dealers, the Bond Trustee, the Trust Manager and the Security Trustee do not represent that this Prospectus may be lawfully distributed, or that any Covered Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuers, the Guarantor, the Covered Bond Guarantor, the Arrangers, the Lead Manager (if applicable), the Dealers, the Bond Trustee, the Trust Manager or the Security Trustee which would permit a public offering of any Covered Bonds outside the European Economic Area or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Covered Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Covered Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Covered Bonds. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Covered Bonds in New Zealand, Australia, the United States, the European Economic Area (including the United Kingdom, Italy and the Grand Duchy of Luxembourg), Hong Kong, Singapore, Taiwan and Japan (see "*Subscription and Sale and Selling Restrictions*"). This Prospectus has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Covered Bonds. Accordingly any person making or intending to make an offer in a Relevant Member State of Covered Bonds which are the subject of an offering contemplated in this Prospectus as completed by a Final Terms in relation to the offer of those Covered Bonds may only do so in circumstances in which no obligation arises for the Issuers or the Relevant Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuers, the Guarantor, the Covered Bond Guarantor, the Trust Manager nor the Dealers have authorised, nor do they authorise, the making of any offer of Covered Bonds in circumstances in which an obligation arises for the Issuers, the Guarantor, the Covered Bond Guarantor, the Trust Manager or the Dealers to publish or supplement a prospectus for such offer.

All references to **U.S. dollars** and **U.S.\$** are to the currency of the United States of America, to **NZ\$, New Zealand \$, NZ Dollars** and **New Zealand dollars** are to the lawful currency of New Zealand, to **A\$** and **Australian dollars** are to the lawful currency of Australia, to **Sterling** and **£** are to the lawful currency of the United Kingdom and to **euro** and **€** are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended. In making an investment decision, investors must rely on their own examination of the Issuers, the Guarantor and the Covered Bond Guarantor and the Conditions of the Covered Bonds being offered, including the merits and risks involved.

None of the Arrangers, the Lead Manager (if applicable), the Dealers, the Covered Bond Guarantor, the Agents, the Security Trustee, the Trust Manager or the Bond Trustee makes any representation to any investor in the Covered Bonds regarding the legality of its investment under any applicable laws. Any investor in the Covered Bonds should be able to bear the economic risk of an investment in the Covered Bonds for an indefinite period of time.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Prospectus (and, therefore, acting in association with the Issuers and the Guarantor) in connection with an offer of Covered Bonds are the persons named in the applicable Final Terms as the Relevant Dealer.

Copies of the Final Terms will be available from the registered office of the Relevant Issuer, the Guarantor (if ASBFL is the Issuer) and the specified office set out below of the Principal Paying Agent (as defined below).

No information in this Prospectus has been sourced from a third party.

U.S. INFORMATION

In making an investment decision, investors must rely on their own examination of the Relevant Issuer, the Guarantor (if applicable) and the Covered Bond Guarantor and the terms of the Covered Bonds being offered, including the merits and risks involved. The Covered Bonds have not been approved or disapproved by the United States Securities and Exchange Commission (the **SEC**) or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Prospectus. Any representation to the contrary is unlawful.

The Covered Bonds in bearer form are subject to U.S. federal tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 (the **Code**), and the U.S. Treasury regulations promulgated thereunder.

TO ENSURE COMPLIANCE WITH U.S. TREASURY DEPARTMENT CIRCULAR 230 (**CIRCULAR 230**), COVERED BONDHOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS DOCUMENT IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY COVERED BONDHOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON COVERED BONDHOLDERS UNDER THE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY THE ISSUERS IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE ISSUERS OF THE TRANSACTIONS ADDRESSED HEREIN; AND (C) COVERED BONDHOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The Prospectus may be distributed on a confidential basis in the United States to a limited number of QIBs (as defined above) for informational use solely in connection with the consideration of the purchase of the Covered Bonds being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally distributed.

Registered Covered Bonds may be offered or sold within the United States or to U.S. persons only to QIBs in transactions exempt from registration under the Securities Act in reliance on Rule 144A or any other applicable exemption. Each U.S. purchaser of Registered Covered Bonds is hereby notified that the offer and sale of any Registered Covered Bonds to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. Prospective purchasers are hereby notified that the sellers of the Covered Bonds may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Each purchaser or holder of Covered Bonds represented by a Rule 144A Global Covered Bond, or any Covered Bond issued in registered form in exchange or substitution therefore, will be deemed by its acceptance or purchase of any such Covered Bond to have made certain representations and agreements intended to restrict the resale or other transfer of such Covered Bonds as set out in "*Subscription and Sale and Selling Restrictions*". Unless otherwise stated, terms used in this paragraph have the meanings given to them in "*Form of the Covered Bonds*".

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER CHAPTER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE,

TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with any resales or other transfers of Covered Bonds that are "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, each of the Issuers, the Guarantor and/or the Covered Bond Guarantor, as applicable, has undertaken in the Programme Agreement to furnish, upon the request of a holder of such Covered Bonds or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, any of the Covered Bonds remain outstanding as "restricted securities" within the meaning of Rule 144A(3) of the Securities Act and the Issuers, the Guarantor and/or the Covered Bond Guarantor, as applicable, is neither subject to reporting under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the **Exchange Act**), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

The Issuers, the Guarantor and the Covered Bond Guarantor are companies registered in New Zealand. All of their directors reside outside the United States and all or a substantial portion of the assets of the Issuers, the Guarantor and the Covered Bond Guarantor are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuers, the Guarantor or the Covered Bond Guarantor, as applicable, or such directors, or to enforce judgments against them obtained in the United States predicated upon civil liabilities of the Issuer, the Guarantor or the Covered Bond Guarantor, as applicable, or such directors, including any judgment predicated upon United States federal securities laws. The Issuers and the Guarantor have been advised by Russell McVeagh, their New Zealand solicitors, that there is doubt as to the enforceability in New Zealand in original actions or in actions for enforcement of judgments of United States courts of civil liabilities predicated solely upon the federal securities laws of the United States.

FORWARD-LOOKING STATEMENTS

This Prospectus contains various forward-looking statements regarding events and trends that are subject to risks and uncertainties that could cause the actual results and financial position of ASBBL and its subsidiaries (collectively, the **Group**) to differ materially from the information presented herein. When used in this Prospectus, the words "estimate", "project", "intend", "anticipate", "believe", "expect", "should" and similar expressions as they relate to the Group and its management, are intended to identify such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Group does not undertake any obligation to publicly release the result of any revision to these forward looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

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PRINCIPAL CHARACTERISTICS OF THE ASB COVERED BOND PROGRAMME

The following synopsis does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus. For further information, namely regarding the Asset Coverage Test and the Amortisation Test, please see "Summary of the Principal Documents".

Issuers:	ASB Bank Limited (ASBBL); ASB Finance Limited (ASBFL), acting through its London branch.
Guarantor:	ASBBL (in the case of Covered Bonds issued by ASBFL).
Covered Bond Guarantor:	ASB Covered Bond Trustee Limited.
Nature of eligible property:	Mortgage Loans and the Related Security, Substitution Assets, and Authorised Investments.
Location of eligible property:	New Zealand.
Asset Coverage Test:	Yes, see “ <i>Credit Structure</i> ”.
Amortisation Test:	Yes, see “ <i>Credit Structure</i> ”.
Pre-Maturity Test:	Yes, see “ <i>Credit Structure</i> ”.
Reserve Fund:	A Reserve Fund to trap a specified amount of Available Revenue Receipts or the proceeds of a Term Advance will be established if ASBBL's short term credit rating falls below F1+ (Fitch) or P-1 (Moody's).
Maximum Asset Percentage:	90%.
Extendable Maturities:	Available.
Hard Bullet Maturities:	Available.
Asset Monitor:	PricewaterhouseCoopers.
Asset Segregation:	Yes.
Terms:	As set out in the Final Terms for the relevant Series or Tranche of Covered Bonds.
Listing:	Application will be made to the UK Listing Authority for Covered Bonds issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Covered Bonds to be admitted to trading on the regulated market of the London Stock Exchange during the period of 12 months from the date of this Prospectus. Covered Bonds may be unlisted or may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or regulated or unregulated markets, as may be agreed between the Relevant Issuer and the Relevant Dealer(s) or Lead Manager in relation to each issue. The Final Terms relating to each Series or Tranche of the Covered Bonds will state whether or not the Covered Bonds are to be listed and/or admitted to trading and, if so, on which stock exchange(s) and/or markets.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have been previously published and have been filed with the Financial Services Authority shall be deemed to be incorporated in, and to form part of, this Prospectus:

In respect of ASBBL the audited annual consolidated and non-consolidated financial statements (including the auditor's report thereon and notes thereto) in respect of the years ended 30 June 2011 and 30 June 2010 (set out on pages 10 to 77 and 83 to 84 and on pages 10 to 78 and 83 to 84, respectively, of the ASB Bank Limited disclosure statements for the years ended 30 June 2011 and 30 June 2010).

The parts of the documents referred to above and not incorporated by reference into this Prospectus are not relevant or material to an investor.

In respect of ASBFL, the auditor's reports and audited financial statements for the financial years ended 30 June 2010 and 30 June 2009 of ASBFL.

Any statement contained in this Prospectus or in any document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus. For the purposes of the prospectus rules enacted under Section 73A of the FSMA, any documents incorporated by reference into the above documents do not form part of this Prospectus.

Copies of documents incorporated by reference in this Prospectus can be obtained from the registered offices of ASBBL and ASBFL. Requests for such documents should be directed to the Relevant Issuer or the Guarantor at their respective offices set out at the end of this Prospectus. In addition, such documents will be available from the specified offices of the Principal Paying Agent for the time being at Winchester House, 1 Great Winchester Street, London, EC2N 2DB.

Each of the Issuers, the Guarantor and the Covered Bond Guarantor will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of any Covered Bonds, prepare a supplement to this Prospectus (a **Supplementary Prospectus**) or publish a new prospectus for use in connection with any subsequent issue of Covered Bonds. Each of the Issuers, the Guarantor and the Covered Bond Guarantor has undertaken to the Relevant Dealer in the Programme Agreement (as defined herein) that it will comply with section 87G of the FSMA.

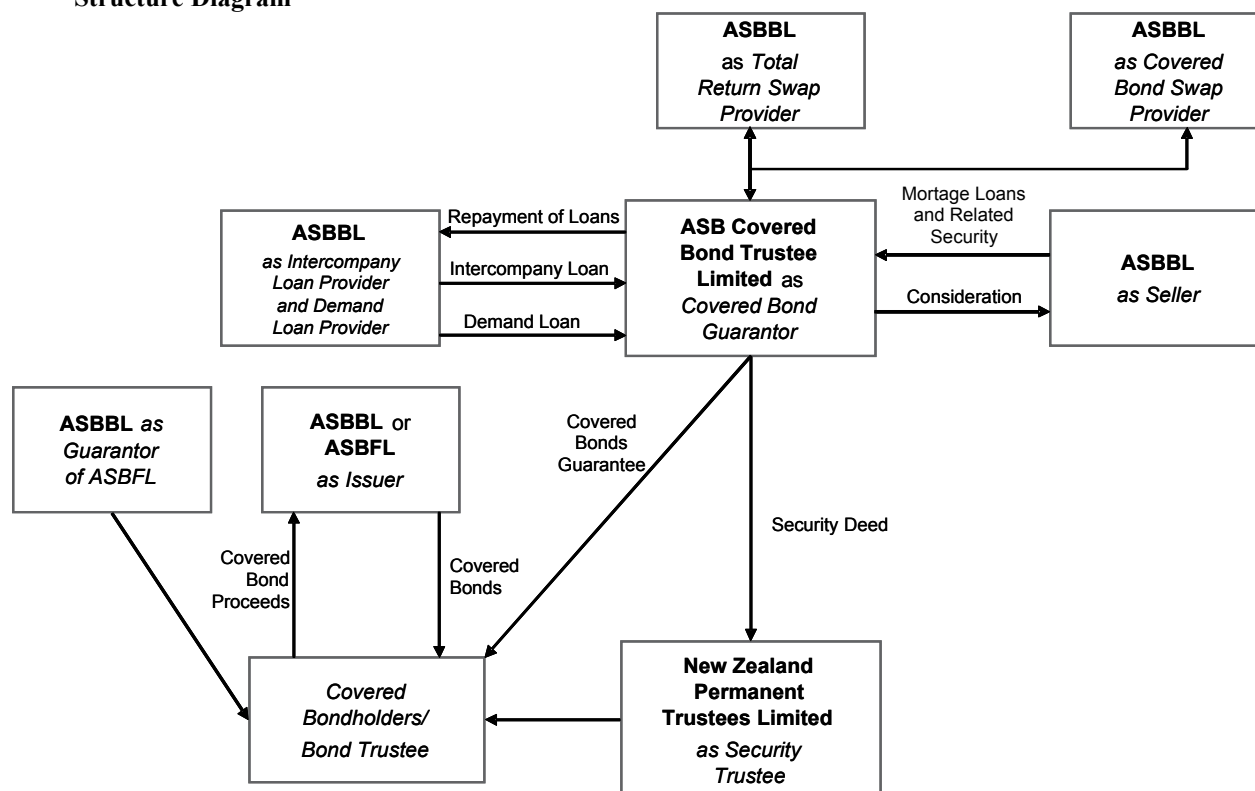
Please note that websites and urls referred to herein do not form part of this Prospectus. To the extent that any document incorporated by reference in this Prospectus incorporates further information by reference, such further information does not form part of this Prospectus.

The Covered Bond Guarantor has not produced any financial statements as at the date of this Prospectus.

STRUCTURE OVERVIEW

The information in this section is an overview of the structure relating to the Programme and does not purport to be complete. The information is taken from, and is qualified in its entirety by, the remainder of this Prospectus. Words and expressions defined elsewhere in this Prospectus shall have the same meanings in this summary. A glossary of certain defined terms used in this document is contained at the end of this Prospectus.

Structure Diagram



Credit Structure

The Covered Bonds will be direct, unsecured and unconditional obligations of the Relevant Issuer (and the Guarantor if ASBFL is the Issuer). The Covered Bond Guarantor has no obligation to pay the Guaranteed Amounts under the Covered Bond Guarantee until the occurrence of (i) an Issuer Event of Default and service by the Bond Trustee on the Relevant Issuer and the Guarantor (if ASBFL is the Issuer) of an Issuer Acceleration Notice and on the Covered Bond Guarantor of a Notice to Pay or, (ii) if earlier, following the occurrence of a Covered Bond Guarantor Event of Default and service by the Bond Trustee on the Covered Bond Guarantor, the Issuers and the Guarantor of a Covered Bond Guarantee Acceleration Notice. Neither the Issuers nor the Guarantor will be relying on any payments by the Covered Bond Guarantor in order to pay interest or repay principal under the Covered Bonds or pay any amounts under the Guarantee (in the case of Covered Bonds issued by ASBFL).

There are a number of features of the Programme which enhance the likelihood of timely and, as applicable, ultimate payments to Covered Bondholders, as follows:

- the Covered Bond Guarantee provides credit support to the Relevant Issuer (and the Guarantor if ASBFL is the Issuer);
- the Pre-Maturity Test is intended to provide liquidity to the Covered Bond Guarantor in relation to amounts of principal due on the Final Maturity Date of the Hard Bullet Covered Bonds;
- the Asset Coverage Test is intended to test, prior to the service of a Notice to Pay on the Covered Bond Guarantor, the asset coverage of the Covered Bond Guarantor's assets in respect of the Covered Bonds on a monthly basis;

- (d) the Amortisation Test is intended to test, on a monthly basis, the asset coverage of the Covered Bond Guarantor's assets in respect of the Covered Bonds following the service of a Notice to Pay on the Covered Bond Guarantor;
- (e) a Reserve Fund will be established in the GIC Account to trap Available Revenue Receipts or to credit the remaining proceeds of a Term Advance if ASBBL's short term credit rating falls below F1+ (Fitch) or P-1 (Moody's); and
- (f) under the terms of the Account Bank Agreement, the Account Bank has agreed to pay a rate of interest per annum equal to the 30 day Bank Bill Rate (which shall be at the rate determined by the Account Bank on the first day of each Collection Period) on all amounts held by the Covered Bond Guarantor in the GIC Account.

Certain of these factors are considered more fully in the remainder of this section and in the section entitled "*Credit Structure*".

Asset Coverage Test

To protect the value of the Mortgage Loan Portfolio, the Establishment Deed provides that, prior to the service of a Notice to Pay on the Covered Bond Guarantor, the assets of the Covered Bond Guarantor are subject to the Asset Coverage Test. Accordingly, for so long as Covered Bonds remain outstanding, the Covered Bond Guarantor must ensure that on each Determination Date, the Adjusted Aggregate Mortgage Loan Amount will be in an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the Determination Date. The Asset Coverage Test will be tested by the Calculation Manager on each Determination Date.

If the Adjusted Aggregate Mortgage Loan Amount is less than the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds on a Determination Date and also on the next following Determination Date, the Asset Coverage Test will be breached and the Bond Trustee will serve an Asset Coverage Test Breach Notice on the Covered Bond Guarantor (subject to the Bond Trustee having actual knowledge or express notice of the breach). The Bond Trustee shall be deemed to revoke an Asset Coverage Test Breach Notice if, on the next Determination Date to occur following the service of an Asset Coverage Test Breach Notice, the Asset Coverage Test is subsequently satisfied and neither a Notice to Pay nor a Covered Bond Guarantee Acceleration Notice has been served. If the Asset Coverage Test Breach Notice is not revoked on the next Determination Date after service of such Asset Coverage Test Breach Notice an Issuer Event of Default will occur and the Bond Trustee shall be entitled, and in certain circumstances required, to serve an Issuer Acceleration Notice. Following service of an Issuer Acceleration Notice, the Bond Trustee will be required to serve a Notice to Pay on the Covered Bond Guarantor.

Amortisation Test

In addition, on each Determination Date following service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable in accordance with the Security Deed) and, for so long as Covered Bonds remain outstanding, the Covered Bond Guarantor must ensure that the Amortisation Test Aggregate Mortgage Loan Amount, as calculated on such Determination Date, will be in an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds on such Determination Date. A breach of the Amortisation Test will constitute a Covered Bond Guarantor Event of Default and the Bond Trustee shall be entitled (and, in certain circumstances, may be required) to serve a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Issuers and the Guarantor declaring the Covered Bonds immediately due and repayable and the Security Trustee shall be entitled and, in certain circumstances, may be required, to enforce the Security.

Pre-Maturity Test

Each Series of Hard Bullet Covered Bonds is subject to a Pre-Maturity Test on each Local Business Day during the Pre-Maturity Test Period prior to the occurrence of an Issuer Event of Default and/or a Covered Bond Guarantor Event of Default. The Pre-Maturity Test is intended to provide liquidity for such Covered Bonds when ASBBL's short term credit ratings fall to a certain level within a specified period prior to the maturity of such Covered Bonds. If the Pre-Maturity Test is breached within such specified period and certain actions are

not taken, an Issuer Event of Default will occur (see “*Summary of the Principal Documents – Establishment Deed - Sale of Selected Mortgage Loans if the Pre-Maturity Test is Breached*”).

Reserve Fund

If ASBBL's short term credit rating is not rated at least P-1 by Moody's and F1+ by Fitch the Covered Bond Guarantor is required to credit, on the next Trust Payment Date, to the Reserve Fund within the GIC Account the proceeds of Available Revenue Receipts or the relevant proceeds of a Term Advance up to an amount equal to the sum of (x) the higher of the NZ Dollar Equivalent of the interest that will accrue on each Series of Covered Bonds within the next three months and the NZ Dollar Equivalent of the interest due for payment on each Series of Covered Bonds within the next three months and (y) an amount equal to one-quarter of the anticipated aggregate annual amount payable in respect of the items specified in paragraphs (a) and (b) of the Pre-Acceleration Revenue Priority of Payments.

The Programme

Pursuant to the terms of the Programme, the Relevant Issuer will issue Covered Bonds to the Covered Bondholders on the Issue Date. The Covered Bonds will be direct, unsecured, unsubordinated and unconditional obligations of the Relevant Issuer and those Covered Bonds issued by ASBFL will be guaranteed by the Guarantor under the Guarantee.

If ASBFL is the Issuer, ASBFL will on-lend the proceeds it receives under the Covered Bonds to ASBBL.

Intercompany Loan Agreement

Pursuant to the terms of the Intercompany Loan Agreement, ASBBL as Intercompany Loan Provider will make a Term Advance to the Covered Bond Guarantor in an amount equal to either (i) if a Non-Forward Starting Covered Bond Swap is entered into on the relevant Issue Date, the Principal Amount Outstanding on the Issue Date of the relevant Series or, as applicable, Tranche of Covered Bonds in the Specified Currency of the relevant Series or Tranche of Covered Bonds or (ii) if a Forward Starting Covered Bond Swap is entered into on the relevant Issue Date, the NZ Dollar Equivalent of the Principal Amount Outstanding on the Issue Date of the relevant Series or, as applicable, Tranche of Covered Bonds, and for a matching term. Payments by the Relevant Issuer or the Guarantor (in the case of Covered Bonds issued by ASBFL) of amounts due under the Covered Bonds will not be conditional upon receipt by ASBBL of payments from the Covered Bond Guarantor pursuant to the Intercompany Loan Agreement. Amounts owed by the Covered Bond Guarantor under the Intercompany Loan Agreement will be subordinated to amounts owed by the Covered Bond Guarantor under the Covered Bond Guarantee in accordance with the applicable Priority of Payments.

The Covered Bond Guarantor will use the proceeds of the Term Advances received under the Intercompany Loan Agreement from time to time (if not denominated in NZ Dollars, upon exchange into NZ Dollars under the applicable Non-Forward Starting Covered Bond Swap): if a New Mortgage Loan Portfolio (consisting of Mortgage Loans and the Related Security originated by the Seller) is being acquired in connection with the issue of a related Series or Tranche of Covered Bonds (i) to fund (in whole or part) the Purchase Price of the New Mortgage Loan Portfolio from the Seller in accordance with the terms of the Mortgage Sale Agreement; and/or (ii) acting on the directions of the Trust Manager, to invest in Substitution Assets in an amount not exceeding the prescribed limit (as specified in the Establishment Deed) to the extent required to meet the Asset Coverage Test; and thereafter or otherwise the Covered Bond Guarantor may use such proceeds (subject to complying with the Asset Coverage Test (as described below)): (A) if an existing Series or part of an existing Series of Covered Bonds is being refinanced (by the issue of a further Series or Tranche of Covered Bonds to which the Term Advance relates) to repay the Term Advance(s) corresponding to the Covered Bonds being so refinanced (after exchange into the currency of the Term Advance(s) being repaid, if necessary); and/or (B) to make a repayment of the Demand Loan, provided that the Calculation Manager has determined the outstanding balance of the Demand Loan by calculating the Asset Coverage Test as at the Intercompany Loan Drawdown Date having taken into account such repayment and the Calculation Manager has confirmed that the Asset Coverage Test will continue to be met after giving effect to such repayment; and/or (C) to make a deposit of all or part of the proceeds into the GIC Account (including, without limitation, to fund the Reserve Fund to an amount not exceeding the prescribed limit, as specified in the Programme Documents).

Demand Loan Agreement

Pursuant to the Demand Loan Agreement, ASBBL as Demand Loan Provider will make a Demand Loan Facility available to the Covered Bond Guarantor. The Covered Bond Guarantor may draw Demand Loan Advances denominated in NZ Dollars from time to time under the Demand Loan Facility. The Demand Loan Facility is a revolving credit facility. Demand Loan Advances may only be used by the Covered Bond Guarantor: (i) as consideration (in whole or in part) for the acquisition of Mortgage Loans and the Related Security from the Seller on a Transfer Date to the extent the aggregate of the proceeds of a Term Advance and/or the Available Principal Receipts (if any) on that date are not sufficient; (ii) to repay a Term Advance on the date on which the Series of Covered Bonds corresponding to such Term Advance matures; (iii) to rectify a failure to meet the Asset Coverage Test, such funds to be deposited into the GIC Account, invested in Substitution Assets (not exceeding prescribed limits) and/or used to purchase Mortgage Loans and Related Security from the Seller; (iv) to rectify a breach of the Pre-Maturity Test; or (v) to rectify an Interest Rate Shortfall. Each Demand Loan Advance will be consolidated to form the Demand Loan. Amounts owed by the Covered Bond Guarantor under the Demand Loan Agreement will be subordinated to amounts owed by the Covered Bond Guarantor under the Covered Bond Guarantee and the Intercompany Loan Agreement in accordance with the applicable Priority of Payments.

Mortgage Sale Agreement

Under the terms of the Mortgage Sale Agreement, the consideration payable to the Seller for the sale of Mortgage Loans and the Related Security originated by the Seller to the Covered Bond Guarantor on any Transfer Date will be a cash payment paid by the Covered Bond Guarantor to the Seller on the applicable Transfer Date (except to the extent the Seller and the Covered Bond Guarantor have agreed that the Purchase Price shall be set-off against any amount payable on the Transfer Date by ASBBL as Intercompany Loan Provider and/or Demand Loan Provider) plus the payment of Deferred Consideration by or on behalf of the Covered Bond Guarantor to the Seller on each Trust Payment Date in accordance with the applicable Priority of Payments.

The Seller will, subject to the satisfaction of certain conditions, be permitted to sell Mortgage Loans and the Related Security to the Covered Bond Guarantor from time to time.

Servicing Agreement

In its capacity as Servicer, ASBBL has entered into the Servicing Agreement with, amongst others, the Covered Bond Guarantor and the Security Trustee, pursuant to which the Servicer has agreed to administer and service the Mortgage Loans and the Related Security sold by ASBBL (in its capacity as Seller) to the Covered Bond Guarantor.

Covered Bond Guarantee

Pursuant to the terms of the Bond Trust Deed, the Covered Bond Guarantor has guaranteed payments of interest and principal under the Covered Bonds issued by the Issuers. The Covered Bond Guarantor has agreed to pay an amount equal to the Guaranteed Amounts when the same shall become Due for Payment but which would otherwise be unpaid by the Relevant Issuer and/or the Guarantor (in the case of Covered Bonds issued by ASBFL). The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee constitute (following service of a Notice to Pay or a Covered Bond Guarantee Acceleration Notice) direct, unconditional and unsubordinated obligations of the Covered Bond Guarantor, secured against the assets from time to time of the Covered Bond Guarantor as provided in the Security Deed and recourse against the Covered Bond Guarantor is limited to such assets. Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice upon the Issuer and, as applicable, the Guarantor (whereupon the Covered Bonds will become immediately due and payable as against the Relevant Issuer (and the Guarantor if ASBFL is the Issuer) but not at such time as against the Covered Bond Guarantor), the Bond Trustee will be required to serve a Notice to Pay on the Covered Bond Guarantor.

A Covered Bond Guarantee Acceleration Notice may be served by the Bond Trustee on the Issuers, the Guarantor (in the case of Covered Bonds issued by ASBFL) and the Covered Bond Guarantor following the occurrence of a Covered Bond Guarantor Event of Default. If a Covered Bond Guarantee Acceleration Notice is served, the Covered Bonds will become immediately due and payable (if they have not already become due and payable) and the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee will be accelerated and the Security Trustee will be entitled to enforce the Security. Payments made by the Covered

Bond Guarantor under the Covered Bond Guarantee will at such time be made subject to, and in accordance with, the Guarantee Priority of Payments. All monies recovered or received by the Security Trustee or any receiver after the service of a Covered Bond Acceleration Notice and/or the Security otherwise becoming enforceable shall be held by it in the Trust Accounts to be applied in accordance with the Post-Enforcement Priority of Payments.

Dual recourse: Excess Proceeds to be paid to Covered Bond Guarantor

Following the occurrence of an Issuer Event of Default, the Bond Trustee may (and, in certain circumstances, shall) serve an Issuer Acceleration Notice on the Relevant Issuer and the Guarantor (in the case of Covered Bonds issued by ASBFL) and a Notice to Pay on the Covered Bond Guarantor.

Following service of an Issuer Acceleration Notice and a Notice to Pay, any moneys received by or on behalf of the Bond Trustee from the Relevant Issuer or the Guarantor (in the case of Covered Bonds issued by ASBFL) (or any receiver, liquidator, administrator or other similar official appointed in relation to the Issuer or the Guarantor) (**Excess Proceeds**) will be paid by the Bond Trustee to the Covered Bond Guarantor and shall be used by the Covered Bond Guarantor in the same manner as all other moneys available to it from time to time.

Following service of a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor will, subject to the terms of the Bond Trust Deed, pay or procure to be paid on each Scheduled Payment Date to or to the order of the Bond Trustee (for the benefit of the Covered Bondholders) an amount equal to those Guaranteed Amounts which shall have become Due for Payment, but which have not been paid by the Relevant Issuer or the Guarantor (in the case of Covered Bonds issued by ASBFL).

Payments by the Covered Bond Guarantor under the Covered Bond Guarantee will be made in accordance with the Guarantee Priority of Payments.

Security Deed

To secure its obligations under the Covered Bond Guarantee and the Programme Documents to which it is a party, the Covered Bond Guarantor has granted security over the Charged Property (which consists of the Covered Bond Guarantor's interest in the Mortgage Loans, the Related Security, the Substitution Assets, the Authorised Investments, the Programme Documents to which it is a party and the Trust Accounts) in favour of the Security Trustee (for itself and on behalf of the other Secured Creditors) pursuant to the Security Deed.

Priorities of Payment

Pre-Acceleration Revenue Priority of Payments and Pre-Acceleration Principal Priority of Payments

Prior to the service of a Notice to Pay and/or service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor and/or the Security otherwise becoming enforceable, the Covered Bond Guarantor will, on each Trust Payment Date:

- (a) apply Available Revenue Receipts (A) to pay interest due and payable on the Term Advances and/or (B) to pay interest due and payable on the Demand Loan. However, these payments will only be made after payment of certain items ranking higher in the Pre-Acceleration Revenue Priority of Payments (including, but not limited to, certain expenses and amounts due to the Swap Providers, and amounts (if any) to be credited to the Reserve Fund); and
- (b) apply Available Principal Receipts towards making repayments of the principal amount outstanding on the Demand Loan but only after payment of certain items ranking higher in the Pre-Acceleration Principal Priority of Payments (including, but not limited to, funding any liquidity that may be required in respect of Hard Bullet Covered Bonds following any breach of the Pre-Maturity Test and acquiring New Mortgage Loans and the Related Security offered by the Seller to the Covered Bond Guarantor).

Application of moneys following service of an Asset Coverage Test Breach Notice

At any time after service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked), but prior to the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice (or, if earlier, the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Issuers and the Guarantor and/or the Security otherwise becoming enforceable):

- (a) all Available Revenue Receipts will continue to be applied in accordance with the Pre-Acceleration Revenue Priority of Payments save that, whilst any Covered Bonds remain outstanding, no moneys will be applied: (i) to pay any amounts due or to become due and payable to the Intercompany Loan Provider in respect of each Term Advance; (ii) to pay any amounts due or to become due and payable on the Demand Loan; (iii) to pay Deferred Consideration to the Seller, or (iv) towards provision for the Beneficiary or towards payment of, or provision for, income tax payable by the Beneficiary in respect of such distribution, and the remainder (if any) will be deposited into the GIC Account and applied as Available Revenue Receipts on the next succeeding Trust Payment Date; and
- (b) all Available Principal Receipts will continue to be applied in accordance with the Pre-Acceleration Principal Priority of Payments save that, whilst any Covered Bonds remain outstanding, moneys will not be applied to acquire new Mortgage Loans and Related Security from the Seller and/or to acquire Substitution Assets pursuant to paragraph (b) of the Pre-Acceleration Principal Priority of Payments, and the remainder (if any) will be deposited into the GIC Account and applied as Available Principal Receipts on the next succeeding Trust Payment Date.

Application of moneys following service of a Notice to Pay

Following service on the Covered Bond Guarantor of a Notice to Pay (but prior to the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Issuers and the Guarantor and/or the Security otherwise becoming enforceable) the Covered Bond Guarantor will apply Available Revenue Receipts and Available Principal Receipts on each Trust Payment Date to pay Guaranteed Amounts in respect of the Covered Bonds when the same shall become Due for Payment, subject to paying certain higher ranking obligations of the Covered Bond Guarantor in the Guarantee Priority of Payments. In such circumstances, the Intercompany Loan Provider, the Demand Loan Provider and the Seller will only be entitled to receive any remaining income of the Trust after all amounts due under the Covered Bond Guarantee in respect of the Covered Bonds have been paid in full or have otherwise been provided for.

Acceleration of the Covered Bonds following a Covered Bond Guarantor Event of Default

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, the Issuers and the Guarantor, the Covered Bonds will become immediately due and repayable (if not already due and payable as against the Relevant Issuer (and the Guarantor if ASBFL is the Issuer)) and each of the Bond Trustee and the Security Trustee may or shall take such proceedings or steps in accordance with the first and third paragraphs, respectively, of Condition 9.3 (*Enforcement*) and the Bond Trustee (for the benefit of the Covered Bondholders) shall have a claim against the Covered Bond Guarantor, under the Covered Bond Guarantee, for an amount equal to the Early Redemption Amount in respect of each Covered Bond of each Series together with accrued interest and any other amount due under the Covered Bonds (other than additional amounts payable by the Relevant Issuer and the Guarantor (if ASBFL is the Issuer) under Condition 7 (*Taxation*) and the Security created by the Covered Bond Guarantor over the Charged Property will become enforceable (if not already realised). Any moneys received or recovered by the Security Trustee (or a Receiver) following service of a Covered Bond Guarantee Acceleration Notice will be distributed according to the Post-Enforcement Priority of Payments.

For a more detailed description of the transactions summarised above relating to the Covered Bonds see, among other relevant sections of this Prospectus, "*Programme Overview*", "*Risk Factors*", "*Summary of The Principal Documents*", "*Credit Structure*", "*Cashflows*", "*The Mortgage Loan Portfolio*" and "*Terms and Conditions of the Covered Bonds*" below.

PROGRAMME OVERVIEW

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Series or Tranche of Covered Bonds, the applicable Final Terms. Words and expressions defined elsewhere in this Prospectus shall have the same meanings in this summary. A glossary of certain defined terms is contained at the end of this Prospectus.

The Parties

Issuers:

ASBBL, incorporated as a company with limited liability under the NZ Companies Act with company number 398445 and having its registered office at Level 28, ASB Bank Centre, 135 Albert Street, Auckland, New Zealand.

ASBFL, acting through its London branch, incorporated as a company with limited liability under the NZ Companies Act with company number 652448 and having its registered office at Level 28, ASB Bank Centre, 135 Albert Street, Auckland, New Zealand acting through its London branch at Senator House, 85 Queen Victoria Street, London EC4V 4HA, United Kingdom.

For a more detailed description of the Issuers see "*ASB Bank Limited*" and "*ASB Finance Limited*".

Guarantor:

ASBBL.

For a more detailed description of the Guarantor see "*ASB Bank Limited*".

Covered Bond Guarantor:

ASB Covered Bond Trustee Limited, incorporated as a company with limited liability under the NZ Companies Act with number 3389285 and having its registered office at Level 10, 141 Willis Street, Wellington, New Zealand, as trustee of the ASB Covered Bond Trust.

The Trust:

ASB Covered Bond Trust.

The Beneficiary:

Public Trust as trustee of the ASB Securitisation Charitable Trust.

Trust Manager:

Securitisation Advisory Services Pty. Limited (**SASPL**).

Seller:

ASBBL.

Calculation Manager / Servicer / Total Return Swap Provider / Covered Bond Swap Provider / Account Bank / Intercompany Loan Provider / Demand Loan Provider:

ASBBL.

Bond Trustee:

Deutsche Trustee Company Limited.

Security Trustee:

New Zealand Permanent Trustees Limited.

Asset Monitor:

PricewaterhouseCoopers.

Arrangers:

Barclays Bank PLC and ASB Bank Limited.

Dealer:

Barclays Bank PLC.

Principal Paying Agent:	Deutsche Bank AG, London Branch.
Registrar:	Deutsche Bank Luxembourg, S.A.
Rating Agencies:	Fitch Australia Pty Ltd and Moody's Investors Service Pty Ltd.
<i>The Covered Bonds</i>	
Programme Size:	Up to €7,000,000,000 (or its equivalent in other currencies determined as described in the Programme Agreement) outstanding at any time. The Issuers may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Covered Bonds may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis, subject to the restrictions set forth in " <i>Subscription and Sale and Selling Restrictions</i> " below.
Specified Currencies:	Subject to any applicable legal or regulatory restrictions, Covered Bonds may be issued in such currency or currencies as may be agreed from time to time by the Relevant Issuer, the Guarantor (if ASBFL is the Issuer), the Relevant Dealer(s), the Principal Paying Agent and the Bond Trustee (as set out in the applicable Final Terms).
Certain Restrictions:	Each issue of Covered Bonds denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see " <i>Subscription and Sale and Selling Restrictions</i> ").
Issue Price:	Covered Bonds may be issued at par or at a premium or discount to par on a fully-paid basis or partly-paid basis (as set out in the applicable Final Terms).
Form of Covered Bonds:	<p>The Covered Bonds will be issued in bearer or registered form as described in "<i>Form of the Covered Bonds</i>". Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds and Bearer Covered Bonds will not be exchangeable for Registered Covered Bonds.</p> <p>Interest on Covered Bonds in bearer form will only be payable outside the United States and its possessions.</p> <p>Covered Bonds may be Fixed Rate Covered Bonds, Floating Rate Covered Bonds, Zero Coupon Covered Bonds, Low Interest (discount) Covered Bonds, High Interest (premium) Covered Bonds, Index Linked Interest Covered Bonds, Dual Currency Interest Covered Bonds, Index Linked Redemption Covered Bonds, Instalment Covered Bonds, Dual Currency Redemption Covered Bonds, Partly-Paid Covered Bonds or a combination of any of the foregoing, depending on the applicable Final Terms, and subject, in each case, to confirmation from the Rating Agencies that the then current ratings of any outstanding Series of Covered Bonds will not be adversely affected by the issuance of such Covered Bonds.</p>

Fixed Rate Covered Bonds:

Fixed Rate Covered Bonds will bear interest at a fixed rate which will be payable on such date or dates as may be agreed between the Relevant Issuer, the Guarantor (if ASBFL is the Issuer) and the Relevant Dealer(s) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Relevant Issuer, the Guarantor (if ASBFL is the Issuer) and the Relevant Dealer(s) (in each case as set out in the applicable Final Terms).

Floating Rate Covered Bonds:

Floating Rate Covered Bonds will bear interest at a rate determined:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds; or
- (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (iii) on such other basis as may be specified in the applicable Final Terms,

in each case as set out in the applicable Final Terms.

The Margin (if any) relating to such floating rate will be agreed between the Relevant Issuer, the Guarantor (if ASBFL is the Issuer) and the Relevant Dealer(s) for each issue of Floating Rate Covered Bonds (as set out in the applicable Final Terms).

Index Linked Covered Bonds:

Payments of principal in respect of Index Linked Redemption Covered Bonds or of interest in respect of Index Linked Interest Covered Bonds will be calculated by reference to such index, commodity, currency or event (or any combination of the same) and/or formula or formulae as the Relevant Issuer, the Guarantor (if ASBFL is the Relevant Issuer) and the Relevant Dealer(s) may agree (in each case as set out in the applicable Final Terms).

Other provisions in relation to Floating Rate Covered Bonds and Index Linked Interest Covered Bonds:

Floating Rate Covered Bonds and Index Linked Interest Covered Bonds may also have a maximum interest rate, a minimum interest rate or both.

Rating Agency Confirmation:

The issuance of each Series of Covered Bonds shall be subject to confirmation by each of the Rating Agencies that the then current credit ratings for any outstanding Covered Bonds will not be adversely affected by the issuance of such types of Covered Bonds.

Maturities:

Subject to compliance with all applicable legal, regulatory and/or central bank requirements, Covered Bonds may be issued with such maturities as may be agreed between the Relevant Issuer, the Guarantor (if ASBFL is the Issuer) and the Relevant Dealer(s) (as set out in the applicable Final Terms).

Redemption:

The applicable Final Terms for a Series of Covered Bonds will indicate either that the relevant Covered Bonds of such Series cannot be redeemed prior to their stated maturity (other than in

specified instalments, if applicable, or for taxation reasons or if it becomes unlawful for any Term Advance or the Demand Loan to remain outstanding) or that such Covered Bonds will be redeemable at the option of the Relevant Issuer upon giving notice to the Covered Bondholders, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Relevant Issuer and the Relevant Dealer(s) or that such Covered Bonds will be redeemable at the option of the Covered Bondholders upon giving notice to the Relevant Issuer, on a date or dates specified prior to such stated maturity and at their Optional Redemption Amount as specified in the applicable Final Terms.

The applicable Final Terms may provide that Covered Bonds may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Final Terms.

Final Redemption:

Unless an Extended Due for Payment Date is specified as applicable in the applicable Final Terms for a Series of Covered Bonds, if that Series of Covered Bonds has not already been redeemed or purchased and cancelled in full in accordance with their terms and conditions, those Covered Bonds will be redeemed at their Final Redemption Amount on the Final Maturity Date for such Covered Bonds, as set out in the applicable Final Terms.

Extendable obligations under the Covered Bond Guarantee:

If an Extended Due for Payment Date is specified as applicable in the Final Terms for a Series of Covered Bonds and (i) the Relevant Issuer and the Guarantor (if ASBFL is the Issuer) fails to pay, in full, the Final Redemption Amount for such Covered Bonds on the Final Maturity Date for such Covered Bonds (or by the end of the applicable grace period) and (ii) 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 Covered Bond Guarantor fails to pay, in full, the Guaranteed Amounts equal to the unpaid portion of such Final Redemption Amount by 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) and (b) the Extension Determination Date for such Covered Bonds in accordance with the terms of the Covered Bond Guarantee (for example because, following the service of a Notice to Pay on the Covered Bond Guarantor, there are insufficient moneys available to it to pay, in accordance with the Guarantee Priority of Payments, such Guaranteed Amounts in full), then the obligation of the Covered Bond Guarantor to pay the unpaid portion of such Guaranteed Amount, or any part thereof will be deferred (and a Covered Bond Guarantor Event of Default shall not occur as a result of such failure) until the Interest Payment Date thereafter on which sufficient moneys are available (after providing for liabilities ranking in priority thereto or *pari passu* therewith subject to and in accordance with the Guarantee Priority of Payments) to fund the payment of such unpaid portion, or any part thereof, provided that such payment shall not be deferred beyond the Extended Due for Payment Date when the unpaid portion of such Guaranteed Amount (together with accrued interest) shall be due and payable. Interest will accrue on any such unpaid portion

during such extended period and will be due and payable on each Interest Payment Date up to, and including, the Extended Due for Payment Date in accordance with Condition 5.1 (*Final Redemption*).

Denomination of Covered Bonds:

The Covered Bonds will be issued in such denominations as may be agreed between the Relevant Issuer and the Relevant Dealer(s) and set out in the applicable Final Terms save that, except in certain limited circumstances, the minimum denomination of each Covered Bond will be €100,000 (or, if the Covered Bonds are denominated in a currency other than euro, the equivalent amount in such currency) or such other higher amount as is required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Unless otherwise stated in the applicable Final Terms, the minimum denomination of each Definitive Rule 144A Covered Bond will be at least U.S.\$250,000 and integral multiples of U.S.\$1,000, or its approximate equivalent in other Specified Currencies.

Taxation:

All payments in respect of principal and interest on the Covered Bonds will be made without deduction or withholding for or on account of any taxes whatsoever, subject as provided in Condition 7 (*Taxation*). If any such deduction or withholding is made by the Relevant Issuer (or the Guarantor if ASBFL is the Issuer) the Relevant Issuer or the Guarantor (as the case may be) will, only in the case of Covered Bonds issued by ASBFL and save in the limited circumstances provided in Condition 7 (*Taxation*), pay additional amounts in respect of the amounts so deducted or withheld (no additional amount will be required to be paid in the case of Covered Bonds issued by ASBBL). If any payments made by the Covered Bond Guarantor under the Covered Bond Guarantee are or become subject to any such withholding or deduction, the Covered Bond Guarantor will not be obliged to pay any additional amount as a consequence under Condition 7 (*Taxation*).

Cross Default:

If a Covered Bond Guarantee Acceleration Notice is served in respect of any Series of Covered Bonds, then the obligation of the Covered Bond Guarantor to pay Guaranteed Amounts in respect of all Series of Covered Bonds outstanding will be accelerated. If a Notice to Pay is served in respect of any Series of Covered Bonds, then the Covered Bond Guarantor will be required to make payments of Guaranteed Amounts in respect of all Series of Covered Bonds outstanding when the same will become Due for Payment in accordance with the terms of the Covered Bond Guarantee.

Status of the Covered Bonds:

The Covered Bonds will constitute direct, unconditional, unsubordinated and unsecured obligations of the Relevant Issuer and will rank *pari passu* without any preference or priority among themselves and (other than any obligation preferred by mandatory provisions of applicable law) at least equally with all other present and future unsecured and unsubordinated obligations of the Relevant Issuer, from time to time outstanding.

Status of the Guarantee:

Only Covered Bonds issued by ASBFL will be guaranteed by the Guarantor under the Guarantee. The Guarantee will constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and will rank (other than any obligation preferred by mandatory provisions of applicable law) at least equally with all other present and future unsecured and unsubordinated obligations of the Guarantor from time to time outstanding. The Guarantee is unsecured.

Covered Bond Guarantee:

Payment of Guaranteed Amounts in respect of the Covered Bonds when Due for Payment will be irrevocably guaranteed by the Covered Bond Guarantor under the Covered Bond Guarantee. The Covered Bond Guarantor will be under no obligation to make payment in respect of the Guaranteed Amounts when Due for Payment unless (i) an Issuer Event of Default has occurred, an Issuer Acceleration Notice is served on the Relevant Issuer and the Guarantor and a Notice to Pay is served on the Covered Bond Guarantor, or (ii) a Covered Bond Guarantor Event of Default has occurred and a Covered Bond Guarantee Acceleration Notice is served on the Covered Bond Guarantor, the Issuers and the Guarantor. Subject to its obligation to deliver a Notice to Pay, the Bond Trustee is entitled to enforce the Covered Bond Guarantee following an Issuer Event of Default without first proceeding against the Guarantor. The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee will accelerate against the Covered Bond Guarantor and the Guaranteed Amounts will become immediately due and payable upon the service of a Covered Bond Guarantee Acceleration Notice. The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee constitute (following service of a Notice to Pay or a Covered Bond Guarantee Acceleration Notice) direct, unconditional and unsubordinated obligations of the Covered Bond Guarantor secured against the assets from time to time of the Covered Bond Guarantor as provided in the Security Deed and recourse against the Covered Bond Guarantor is limited to such assets.

Ratings:

Each Series of Covered Bonds to be issued under the Programme will, unless otherwise specified in the applicable Final Terms, be rated "Aaa" by Moody's and "AAA" by Fitch.

Each Series of Covered Bonds is expected on issue to be assigned a credit rating by each Rating Agency. The credit rating of certain Series of Covered Bonds to be issued under the Programme may be specified in the applicable Final Terms. Unless otherwise disclosed in such Final Terms, each credit rating applied for in relation to a Series of Covered Bonds will be issued by a credit rating agency established in a third country but whose credit ratings are endorsed by a credit rating agency established in the European Union and registered under

the CRA Regulation or, will be provided by a third party country credit rating entity whose credit ratings are disclosed as being credit ratings that will be endorsed by a credit rating agency which was operating in the European Union before 7 June 2010 (**European Entity**) in an application by that European Entity for registration in accordance with the CRA Regulation and such registration is not refused.

In general, European regulated investors are restricted from using a credit rating for regulatory purposes if such credit rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation or issued by a credit rating agency established in a third country but whose credit ratings are endorsed by the credit rating agency established in the European Union and registered under the CRA Regulation, unless the credit rating is provided by a European Entity which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused, or is provided by a third party country credit rating entity whose credit ratings are disclosed in that registration application as being credit ratings that will be endorsed by the European Entity.

Credit ratings are not a recommendation or suggestion, directly or indirectly, to any investor or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. The Rating Agencies are not advisers, and nor do the Rating Agencies provide investors or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A credit rating should not be viewed as a replacement for such advice or services.

Listing and admission to trading:

Application has been made to the UK Listing Authority for Covered Bonds issued under the Programme to be admitted to, during the period of 12 months from the date of this Prospectus, the Official List and to the London Stock Exchange and for such Covered Bonds to be admitted to trading on the regulated market of the London Stock Exchange.

Covered Bonds may be unlisted or may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or regulated or unregulated markets, as may be agreed between the Issuers, the Guarantor, the Covered Bond Guarantor, the Bond Trustee and the Relevant Dealer in relation to each issue. The Final Terms relating to each Series or Tranche, as applicable, of the Covered Bonds will state whether or not the Covered Bonds are to be listed and/or admitted to trading and, if so, on which stock exchange(s) and/or markets.

Governing Law:

The Covered Bonds, the Bond Trust Deed, the Total Return Swap Agreement, each Covered Bond Swap Agreement, the Principal Agency Agreement and the Programme Agreement and any non-contractual obligations arising out of or in connection with each of them are governed by, and will be construed in accordance with, English law.

The Establishment Deed, the Mortgage Sale Agreement, the Servicing Agreement, the Intercompany Loan Agreement, the Demand Loan Agreement, the Management Agreement, the Delegation Agreement, the Security Deed, the Definitions Schedule, the Asset Monitor Agreement and the Account Bank Agreement are governed by, and will be construed in accordance with, New Zealand law.

Selling Restrictions:

There are restrictions on the offer, sale and transfer of any Tranche of Covered Bonds (see "*Subscription and Sale and Selling Restrictions*").

RISK FACTORS

Introduction

Any investment in the Covered Bonds issued under the Programme will involve risks including those described in this section. All principal or material risks that have been identified by the Issuers, the Guarantor and the Covered Bond Guarantor are included in this section. The risks and uncertainties described below are not the only ones that the Issuers, the Guarantor or the Covered Bond Guarantor may face. Additional risks and uncertainties that the Issuers, the Guarantor or the Covered Bond Guarantor are unaware of, or that they currently deem to be immaterial, may also become important risk factors that affect them. Prospective investors should carefully consider the following discussion of the risk factors and the other information in this Prospectus and consult their own financial and legal advisers about the risks associated with the Covered Bonds before deciding whether an investment in the Covered Bonds is suitable for them. Prospective investors should be aware that the risks set forth below are not exhaustive (as these will not include those risks that have not been identified by the Issuers, the Guarantor or the Covered Bond Guarantor) and should carefully consider the following factors in addition to the matters set out elsewhere in this Prospectus before investing in the Covered Bonds offered under this Prospectus.

As at the date of this Prospectus, the Issuers, the Guarantor and the Covered Bond Guarantor believe that the following risk factors may affect the Issuers' ability to fulfil their obligations, or the Guarantor's ability to perform its obligations (in the case of Covered Bonds issued by ASBFL) or the Covered Bond Guarantor's ability to perform its obligations, under or in respect of the Covered Bonds, the Guarantee or the Covered Bond Guarantee and could be material for the purpose of assessing the market risks associated with the Covered Bonds.

If any of the listed or unlisted risks actually occurs, the Issuers' or the Guarantor's business operations, financial condition or reputation could be materially adversely affected, with the result that the trading price of the Covered Bonds of the Relevant Issuer could decline and an investor could lose all or part of its investment. These factors are contingencies that may or may not occur and none of the Issuers, the Guarantor or the Covered Bond Guarantor are in a position to express a view on the likelihood of any such contingency occurring. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

General Risk Factors

Issuers and Guarantor (if ASBFL is the Issuer) liable to make payments when due on the Covered Bonds

The Relevant Issuer and the Guarantor (in the case of Covered Bonds issued by ASBFL) will be liable to make payments when due on the Covered Bonds issued by it. The obligations of the Relevant Issuer under the Covered Bonds and the Guarantor under the Guarantee will be direct, unsecured, unconditional and unsubordinated obligations, ranking *pari passu* without any preference amongst themselves (in the case of the Covered Bonds) and equally with all other present and future direct, unsecured, unconditional and unsubordinated obligations (other than any obligation preferred by mandatory provisions of applicable law).

The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee will be secured by the Security created under the Security Deed.

Prior to the occurrence of a Covered Bond Guarantor Event of Default, if an Issuer Event of Default occurs in respect of a particular Series of Covered Bonds then, following the service of an Issuer Acceleration Notice on the Relevant Issuer and the Guarantor (if ASBFL is the Issuer), the Covered Bonds of all Series then outstanding will accelerate as against the Relevant Issuer and the Guarantor (if ASBFL is the Issuer) but will be subject to, and have the benefit of, payments made by the Covered Bond Guarantor under the Covered Bond Guarantee (following service of a Notice to Pay). The Covered Bond Guarantor will have no obligation to pay the Guaranteed Amounts payable under the Covered Bond Guarantee until the occurrence of an Issuer Event of Default, service by the Bond Trustee on the Relevant Issuer and the Guarantor (if ASBFL is the Issuer) of an Issuer Acceleration Notice and service by the Bond Trustee on the Covered Bond Guarantor of a Notice to Pay. The occurrence of an Issuer Event of Default will not constitute a Covered Bond Guarantor Event of Default.

If a Covered Bond Guarantor Event of Default occurs in respect of a particular Series of Covered Bonds, then following the service of a Covered Bond Guarantee Acceleration Notice, the Covered Bonds of all Series outstanding will accelerate as against the Relevant Issuer and the Guarantor (if ASBFL is the Issuer) (if not

already accelerated following the occurrence of an Issuer Event of Default and the service on the Relevant Issuer and, as applicable, the Guarantor of an Issuer Acceleration Notice) and the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee will accelerate.

The Covered Bonds may not be a suitable investment for all investors

Each potential investor in the Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact the Covered Bonds will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Covered Bonds, including Covered Bonds with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Covered Bonds; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Covered Bonds are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Covered Bonds unless it has the expertise (either alone or with a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effects on the value of the Covered Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

Obligations under the Covered Bonds

The Covered Bonds will not represent an obligation or be the responsibility of any of the Arrangers, the Lead Manager (if applicable), the Dealers, the Bond Trustee, the Security Trustee, any member of the CBA Group (other than ASBBL and ASBFL in their capacities as Issuers and Guarantor under the Programme Documents) or any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuers, the Guarantor (in the case of Covered Bonds issued by ASBFL) and the Covered Bond Guarantor. The Issuers, the Guarantor (in the case of Covered Bonds issued by ASBFL) and the Covered Bond Guarantor will each be liable solely in their corporate capacity for their obligations in respect of the Covered Bonds and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

Covered Bonds issued under the Programme

Save in respect of the first issue of Covered Bonds, Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds (in which case they will form part of such Series) or have different terms to an existing Series of Covered Bonds (in which case they will constitute a new Series).

All Covered Bonds issued from time to time will rank *pari passu* with each other in all respects (save as set out in the Guarantee Priority of Payments) and will share in the security granted by the Covered Bond Guarantor under the Security Deed.

In order to ensure that any further issue of Covered Bonds under the Programme does not adversely affect existing Covered Bondholders:

- (a) ASBBL (as Intercompany Loan Provider) will, subject to certain conditions precedent, be obliged to make a Term Advance to the Covered Bond Guarantor in an amount equal to either (i) the Principal

Amount Outstanding on the Issue Date of such further issue of Covered Bonds in the Specified Currency of the relevant Series or Tranche of Covered Bonds or (ii) the NZ Dollar Equivalent of the Principal Amount Outstanding on the Issue Date of such further issue of Covered Bonds, and for a matching term.

The Covered Bond Guarantor will use the proceeds of such Term Advance (if not denominated in NZ Dollars, upon exchange into NZ Dollars under the applicable Non-Forward Starting Covered Bond Swap); if a New Mortgage Loan Portfolio (consisting of Mortgage Loans and the Related Security originated by the Seller) is being acquired in connection with the issue of a related Series or Tranche of Covered Bonds (i) to fund (in whole or in part) the Purchase Price of the New Mortgage Loan Portfolio from the Seller in accordance with the terms of the Mortgage Sale Agreement; and/or (ii) acting on the directions of the Trust Manager, to invest in Substitution Assets in an amount not exceeding the prescribed limit (as specified in the Establishment Deed) to the extent required to meet the Asset Coverage Test; and thereafter or otherwise the Covered Bond Guarantor may use such proceeds (subject to complying with the Asset Coverage Test): (A) if an existing Series or part of an existing Series of Covered Bonds is being refinanced (by the issue of a further Series or Tranche of Covered Bonds to which the Term Advance relates) to repay the Term Advance(s) corresponding to the Covered Bonds being so refinanced (after exchange into the currency of the Term Advance(s) being repaid, if necessary); and/or (B) to make a repayment of the Demand Loan, provided that the Calculation Manager has determined the outstanding balance of the Demand Loan by calculating the Asset Coverage Test as at the Intercompany Loan Drawdown Date having taken into account such repayment and the Calculation Manager has confirmed that the Asset Coverage Test will continue to be met after giving effect to such repayment; and/or (C) to make a deposit of all or part of the proceeds into the GIC Account (including, without limitation, to fund the Reserve Fund to an amount not exceeding the prescribed limit); and

- (b) further Covered Bonds may not be issued if an Asset Coverage Test Breach Notice is outstanding; and
- (c) on or prior to the date of issue of any further Covered Bonds, the Relevant Issuer will be obliged to obtain written confirmation from each of the Rating Agencies that such further issue would not adversely affect the then current ratings of the Existing Covered Bonds

The Seller will, subject to the satisfaction of certain conditions (including the criteria for Qualifying Mortgage Loans) be permitted to sell further Mortgage Loans to the Covered Bond Guarantor from time to time.

Final Maturity Date and Extendable obligations under the Covered Bond Guarantee

If the applicable Final Terms for a Series of Covered Bonds provide that such Covered Bonds are subject to an Extended Due for Payment Date (**Extendable Maturity Covered Bonds**) then (subject to no Covered Bond Guarantor Event of Default having occurred) following the failure by the Relevant Issuer and the Guarantor (in the case of Covered Bonds issued by ASBFL) to pay, in full, the Final Redemption Amount of the relevant Series of Extendable Maturity Covered Bonds on their Final Maturity Date (subject to applicable grace periods) and if, following the service of a Notice to Pay on the Covered Bond Guarantor (by no later than the date which falls one Business Day prior to the Extension Determination Date), payment of the Guaranteed Amounts corresponding to the unpaid portion of such Final Redemption Amount in respect of the relevant Series of Extendable Maturity Covered Bonds are not paid in full by 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) and (b) the Extension Determination Date, then, subject to the following paragraph, the payment of such Guaranteed Amounts shall be automatically deferred to the Extended Due for Payment Date for the relevant Series of Extendable Maturity Covered Bonds.

To the extent that the Covered Bond Guarantor has received a Notice to Pay and has sufficient moneys available to pay in whole or in part the Guaranteed Amounts corresponding to the unpaid portion of the Final Redemption Amount in respect of the relevant Series of Extendable Maturity Covered Bonds, the Covered Bond Guarantor will be required to make such payment in accordance with the Guarantee Priority of Payments and as described in Condition 5.1 (*Final Redemption*) on any Interest Payment Date (from, and including, subject to applicable grace periods, the Final Maturity Date for such Covered Bonds) up to and including the relevant Extended Due for Payment Date. The Extended Due for Payment Date will be specified in the applicable Final Terms. Interest will continue to accrue and be payable on the unpaid amount in accordance with Condition 4 (*Interest*) and the Covered Bond Guarantor will pay Guaranteed Amounts constituting Scheduled Interest on each Original Due for Payment Date and the Extended Due for Payment Date. In these circumstances, except where the Covered

Bond Guarantor has failed to apply money in accordance with the Guarantee Priority of Payments, failure by the Covered Bond Guarantor to make payment in respect of the Final Redemption Amount on the Final Maturity Date (or such later date within any applicable grace period) shall not constitute a Covered Bond Guarantor Event of Default. However, failure by the Covered Bond Guarantor to pay Guaranteed Amounts corresponding to the Final Redemption Amount or the balance thereof, as the case may be, on the Extended Due for Payment Date and/or pay Guaranteed Amounts constituting Scheduled Interest on any Original Due for Payment Date up to and including the Extended Due for Payment Date will (subject to any applicable grace period) be a Covered Bond Guarantor Event of Default.

The Final Maturity Dates for different Series of Covered Bonds may not be the same. In the case of a Series of Extendable Maturity Covered Bonds, if the principal amounts have not been repaid in full by the Extension Determination Date, then the repayment of unpaid principal amounts shall be deferred until the Extended Due for Payment Date. This means that a Series of Covered Bonds having an earlier Final Maturity Date than such Extended Due for Payment Date may start receiving principal repayments in advance of the Series of Extendable Maturity Covered Bonds in respect of which unpaid principal amounts have been deferred until such Extended Due for Payment Date.

The Extended Due for Payment Dates for different Series of Extendable Maturity Covered Bonds may not be the same. On each Trust Payment Date following the service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable), the Covered Bond Guarantor will apply Available Revenue Receipts and Available Principal Receipts in accordance with the Guarantee Priority of Payments. To the extent that the amount available for distribution under the Guarantee Priority of Payments would be insufficient to pay the Scheduled Interest, the Scheduled Principal or the Final Redemption Amount of any Series of Covered Bonds to which an Extended Due for Payment Date applies, the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* and *pari passu* basis.

Risks related to the structure of a particular issue of Covered Bonds

A wide range of Covered Bonds may be issued under the Programme. A number of these Covered Bonds may have features which contain particular risks for potential investors. Set out below is a description of Covered Bonds' most common such features:

(a) *Covered Bonds subject to optional redemption by the Issuer*

An optional redemption feature of Covered Bonds is likely to limit their market value. During any period when the Relevant Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Relevant Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

(b) *Fixed Rate Covered Bonds*

Investment in Fixed Rate Covered Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Covered Bonds.

(c) *Index Linked Covered Bonds and Dual Currency Covered Bonds*

The Issuers may issue Covered Bonds with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each a **Relevant Factor**). In addition, the Issuers may issue Covered Bonds with principal or interest payable in one or more currencies which may be different from the currency in which the Covered Bonds are denominated. Potential investors should be aware that:

- (i) the market price of such Covered Bonds may be volatile;
- (ii) they may receive no interest;

- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Covered Bonds in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.
- (viii) The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Covered Bonds. Accordingly, potential investors should consult their own financial and legal advisers about the risk entailed by an investment in any Index Linked Covered Bonds and the suitability of such Covered Bonds in light of their particular circumstances.

(d) *Certain factors affecting the value and trading price of Index Linked Covered Bonds*

Generally, Index Linked Covered Bonds offer investment diversification opportunities, but there are some additional risks that may affect the value of the Covered Bonds before they mature. The interim or market value of the Index Linked Covered Bonds may be affected by a number of factors, including but not limited to:

- (i) market interest rates;
- (ii) fluctuations in currency exchange rates;
- (iii) fluctuations in the prices of securities generally;
- (iv) the time remaining to any redemption date; and
- (v) economic, financial, regulatory, political, terrorist, military or other events in one or more jurisdictions, including factors affecting capital markets generally or the stock exchanges on which any Index Linked Covered Bonds may be traded.

Additionally, the interim or market value of Index Linked Covered Bonds will vary with the price and/or level of the securities comprised in the relevant Index and is affected by a number of other factors, including but not limited to:

- (i) the value and volatility (frequency and magnitude of the changes in the level) of the relevant index;
- (ii) the dividend rate on any equity securities comprised in the relevant index and the financial results and prospects of the issuer of those equity securities;
- (iii) the liquidity of the securities comprised in the relevant Index in the secondary market;
- (iv) changes that affect the Index, such as additions, deletions or substitutions; and
- (v) economic, financial, regulatory, political, terrorist, military or other events in one or more jurisdictions, including factors affecting the stock exchange(s) on which any securities comprised in the relevant index may be traded.

Prospective investors should be experienced with respect to options and option transactions, should understand the additional risks set out above and should reach an investment decision only after carefully considering, with their advisers, the suitability of Index Linked Covered Bonds in light of their particular financial circumstances, the information regarding the relevant Covered Bonds and the

particular index (or basket of indices) to which the value of the relevant Covered Bonds may relate, as specified in the applicable Final Terms.

Before selling Index Linked Covered Bonds, Covered Bondholders should carefully consider, among other things, (a) the trading price of the relevant Covered Bonds, (b) the value and volatility of the relevant index, (c) the time remaining to redemption of the Covered Bonds, (d) any changes in interim interest rates and dividend yields if applicable, (e) any changes in currency exchange rates if applicable, (f) the depth of the market or liquidity of any securities comprised in the relevant Index and (g) any related transaction costs.

Ratings of the Covered Bonds

The credit ratings assigned to a Series of Covered Bonds by Fitch address the likelihood of full and timely payment to Covered Bondholders of all payments of interest on each Interest Payment Date and the Final Maturity Date and the likelihood of ultimate payment of principal on the Final Maturity Date. The credit ratings assigned to the Covered Bonds by Moody's address the expected loss posed to potential investors. The expected credit ratings of a Series of Covered Bonds will be set out in the applicable Final Terms for such Series of Covered Bonds. Any Rating Agency may lower its credit rating or withdraw its credit rating if, in the sole judgement of the Rating Agency, the credit quality of the Covered Bonds has declined or is in question. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time (including as a result of changes to rating methodologies). A credit rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Covered Bonds. A downgrade in the corporate credit rating of ASBBL or the sovereign rating of New Zealand may have a negative impact on the credit ratings of the Covered Bonds.

In the event that a credit rating assigned to the Covered Bonds or ASBBL (in its capacity as Issuer and Guarantor) is subsequently lowered or withdrawn or qualified for any reason, no other person or entity is obliged to provide any additional support or credit enhancement with respect to the Covered Bonds. The Issuers and the Guarantor may be adversely affected, the market value of the Covered Bonds is likely to be adversely affected and the ability of the Issuers and the Guarantor (in the case of Covered Bonds issued by ASBFL) to make payment under the Covered Bonds may be adversely affected.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such credit ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU credit rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and credit ratings is set out in *Programme Overview - Ratings* section of this Prospectus and will be disclosed in the Final Terms.

Rating Affirmation Notice in respect of Covered Bonds

Each Series of Covered Bonds to be issued under the Programme will, unless otherwise specified in the applicable Final Terms, be rated "Aaa" by Moody's and "AAA" by Fitch. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning Rating Agency.

The terms of certain of the Programme Documents provide that, if certain events or circumstances occur, the Trust Manager must deliver a Rating Affirmation Notice to the Covered Bond Guarantor (and copied to the Seller and each Rating Agency) confirming that it has notified the Rating Agencies of the event or circumstance and that the Trust Manager is satisfied, for the purposes of the Programme Documents, following discussions with the Rating Agencies, that the event or circumstance as applicable will not result in a reduction, qualification or withdrawal of the ratings then assigned by the Rating Agencies and if a Rating Agency confirmation is required for the purposes of the Programme Documents and the Rating Agency does not consider such confirmation necessary the Trust Manager shall be entitled to assume that the then current rating of the Covered Bonds from that Rating Agency will not be downgraded, qualified or withdrawn by such Rating Agency as a result of such event or circumstance.

A credit rating does not address all matters that may be of relevance to Covered Bondholders, including, without limitation, in the case of a Rating Affirmation Notice, whether any action proposed to be taken by the Issuers, the Guarantor, the Covered Bond Guarantor, the Seller, the Servicer, the Trust Manager, the Calculation Manager, the Bond Trustee, the Security Trustee or any other party to a Programme Document is either (a) permitted by the terms of the relevant Programme Document, or (b) in the best interests of, or not materially prejudicial to, some or all of the Covered Bondholders. The fact that the Rating Agencies have not advised that the then current ratings of the Covered Bonds would not be adversely affected or withdrawn does not impose or extend any actual or contingent liability on the Rating Agencies to the Issuers, the Guarantor, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, the Secured Creditors (including the Covered Bondholders) or any other person or create any legal relations between the Rating Agencies and the Issuers, the Guarantor, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, the Secured Creditors (including the Covered Bondholders) or any other person whether by way of contract or otherwise.

Any Rating Affirmation Notice, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time, and in the context of cumulative changes to the transaction of which the securities form part since the issuance closing date. A Rating Affirmation Notice is given on the basis that it will not be construed as advice for the benefit of any parties to the transaction.

Security Trustee's powers may affect the interests of the Covered Bondholders

The Security Trustee shall not be obliged (other than as expressly provided in the Security Deed) to take any steps or exercise any of its powers, rights, trusts, authorities, duties, functions or discretions under or pursuant to the Security Deed or any other Programme Document to which the Security Trustee is a party (a) without first taking instructions from the Bond Trustee (so long as there are Covered Bonds outstanding) (provided that the Security Trustee shall not seek instructions from the Bond Trustee in relation to PPSR registrations, releasing security over the Charged Property in accordance with the Security Deed or investing in Authorised Investments) and (b) the Security Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable and all Liabilities which it may incur by so doing and (c) provided always that the Security Trustee shall 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. If there is at any time a conflict between a duty owed by the Security Trustee to the Covered Bondholders and a duty owed by the Security Trustee to any other Secured Creditor or class of Secured Creditor, then the Security Trustee shall have regard only to the interests of the Covered Bondholders while any of the Covered Bonds remain outstanding and shall not be required to have regard to the interests of any other Secured Creditor or any other person or to act upon or comply with any direction or request of any other Secured Creditor or any other person while any amount remains owing to any Covered Bondholders.

Where the Security Trustee is required to have regard to the Covered Bondholders (or any Series thereof), it shall have regard to the general interests of the Covered Bondholders (or any Series thereof) as a class and shall not have regard to any interests arising from circumstances particular to individual Covered Bondholders, Receiptholders or 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 country, territory or any political subdivision thereof and the Security Trustee shall not be entitled to require, nor shall any Covered Bondholder, Receiptholder or Couponholder be entitled to claim from, the Relevant Issuer, the Guarantor (if ASBFL is 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, Receiptholders or Couponholders, except to the extent already provided for in Condition 7 (*Taxation*).

If, in connection with the exercise of its powers, trusts, authorities or discretions, the Security Trustee is of the opinion that the interests of the holders of the Covered Bonds of any one or more Series could or would be materially prejudiced thereby, the Security Trustee may determine that it shall not exercise such power, trust, authority or discretion without the approval of such Covered Bondholders by Extraordinary Resolution or by a direction in writing of such Covered Bondholders of not less than 25 per cent of the NZ Dollar Equivalent of the Principal Amount Outstanding of the Covered Bonds of the relevant Series then outstanding, and which has not been contradicted by a direction in writing of such Covered Bondholders of an equal or greater NZ Dollar Equivalent received by the Security Trustee prior to exercise thereof.

The Bond Trustee and the Security Trustee may agree to modifications to the Programme Documents without, respectively, the Covered Bondholders or other Secured Creditors' prior consent

Pursuant to the terms of the Bond Trust Deed, the Bond Trustee may without the consent or sanction of any of the Covered Bondholders of any Series, the related Receiptholders and/or the Couponholders and without the consent of the other Secured Creditors (other than any Secured Creditor who is a party to the relevant document) at any time and from time to time concur with the Relevant Issuer, the Guarantor (in the case of Covered Bonds issued by ASBFL) and the Covered Bond Guarantor (or the Trust Manager on its behalf) and any other party, and/or direct the Security Trustee to concur with the Relevant Issuer, the Guarantor (as applicable), the Covered Bond Guarantor or any other party, in making any modification to the Covered Bonds of one or more Series, the related Receipts and/or Coupons or to the Bond Trust Deed, the Security Deed or the other Programme Documents (a) which does not relate to a Series Reserved Matter and which, in the opinion of the Bond Trustee, will not be materially prejudicial to the interests of the Covered Bondholders of any Series, (b) which in the opinion of the Bond Trustee is of a formal, minor or technical nature, or which 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 such modification relates to a Series Reserved Matter) or (c) which is made to enable Covered Bondholders and Secured Creditors to obtain the protection and/or other benefits of any legislation or regulations or any directive of any regulatory body including, without limitation, the RBNZ that are introduced in New Zealand for the purpose of supporting the issuance of covered bonds provided that the Bond Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Covered Bondholders of any Series.

Pursuant to the terms of the Security Deed, while there are Covered Bonds outstanding, the Security Trustee may without the consent or sanction of any of the Covered Bondholders of any Series, the related Receiptholders and/or the Couponholders and without the consent 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 Relevant Issuer, the Guarantor (in the case of Covered Bonds issued by ASBFL) and the Covered Bond Guarantor (or the Trust Manager on its behalf) and any other party in making any modification to the Covered Bonds of one or more Series, the related Receipts and/or Coupons or to the Bond Trust Deed, the Security Deed or the other Programme Documents if either (a) the Security Trustee is directed to do so by the Bond Trustee or (b) the modification is of a formal, minor or technical nature, made to correct a manifest error or made to comply with mandatory provisions of law and the Bond Trustee has approved of the modification.

Exchange of the Covered Bonds following any covered bond legislation coming into force in New Zealand

The Conditions of the Covered Bonds permit the Issuers to agree with the Bond Trustee to exchange, without the consent of the Security Trustee or the Covered Bondholders, all (but not some only) of the Covered Bonds then outstanding for new Covered Bonds following the coming into force in New Zealand of any legislation, rules, regulations or guidelines published by any governmental authority in New Zealand that provide for the regulation of covered bonds issued by New Zealand issuers provided that, among other things, each Rating Agency which has previously assigned a credit rating to the Existing Covered Bonds confirms in writing that new Covered Bonds will be assigned the same rating as then applicable to the Existing Covered Bonds. Any such new Covered Bonds will be in identical form, amounts and denominations and subject to the same economic terms and conditions as the Existing Covered Bonds then outstanding.

Certain decisions of Covered Bondholders taken at Programme level

Any Extraordinary Resolution to direct the Bond Trustee to serve an Issuer Acceleration Notice following an Issuer Event of Default, to direct the Bond Trustee to serve a Covered Bond Guarantee Acceleration Notice following a Covered Bond Guarantor Event of Default 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 shall not be treated as such must be passed at a single meeting of all Covered Bondholders of all Series then outstanding and therefore the holders of a single Series of Covered Bonds may not be able to give any directions to the Bond Trustee or the Security Trustee without the agreement of the holders of other outstanding Series of Covered Bonds.

Neither the Bond Trustee nor the Security Trustee shall be bound to take enforcement proceedings in relation to the Bond Trust Deed, the Covered Bonds, the Receipts or the Coupons, the Security or any other Programme Document unless the Bond Trustee or Security Trustee, as applicable, shall have been indemnified and/or prefunded and/or secured to its satisfaction and provided that the Security Trustee shall 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.

Absence of secondary market; lack of liquidity

There is not, at present, an active and liquid secondary market for the Covered Bonds and there can be no assurance that a secondary market for the Covered Bonds issued by the Issuers will develop. The Covered Bonds have not been, and will not be, registered under the Securities Act or any other applicable securities laws and are subject to certain restrictions on the resale and transfer thereof as set forth under "*Subscription and Sale and Selling Restrictions*". If a secondary market does develop, it may not continue for the life of the Covered Bonds or it may not provide Covered Bondholders with liquidity of investment with the result that a holder of the Covered Bonds may not be able to find a buyer to buy its Covered Bonds readily or at prices that will enable the holder of the Covered Bonds to realise a desired yield. This is particularly the case for Covered Bonds that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Covered Bonds generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Covered Bonds.

Potential investors must therefore be able to bear the risks of any investment by them in the Covered Bonds for an indefinite period of time.

RISK FACTORS RELATING TO THE ISSUERS AND THE GUARANTOR, INCLUDING THE ABILITY OF THE RELEVANT ISSUER AND THE GUARANTOR (IF ASBFL IS THE ISSUER) TO FULFIL THEIR OBLIGATIONS UNDER THE COVERED BONDS AND THE GUARANTEE (IN THE CASE OF COVERED BONDS ISSUED BY ASBFL)

Factors affecting ASBBL and ASBFL

ASBFL is a funding vehicle for ASBBL. As such, its principal purpose is to raise funds from offshore institutional debt markets to fund the operations of ASBBL. Covered Bonds issued under the Programme by ASBFL are guaranteed by ASBBL pursuant to the Guarantee. ASBFL is affected by the same risk factors which affect ASBBL as set out below.

ASBBL's and ASBFL's businesses may be adversely affected by the current disruption in the global credit markets and associated impacts

Global credit and equity markets, particularly in the United States and Europe, have experienced extreme volatility, disruption and decreased liquidity for more than three years, reaching unprecedented levels of disruption from September 2008. These challenging market conditions have resulted in less liquidity, greater volatility, widening of credit spreads and a lack of price transparency in markets generally.

ASBBL's business is impacted by the operation of these markets, either directly or indirectly, including through exposures in securities, loans, derivatives and other activities. In addition, turmoil in the financial markets has flowed into the real economy, with major global economies either slowing substantially or contracting, which has caused increased unemployment in many countries, including New Zealand. As a diversified financial institution, ASBBL may be impacted in a number of ways by the current economic climate.

ASBBL continues to monitor industry and company specific developments and the state of the global and New Zealand economy; however, it is difficult to predict how long these conditions will persist and which markets, products or other businesses will be affected, and these factors may continue to adversely impact ASBBL's results or operations.

A downturn in the New Zealand economy could adversely impact ASBBL's and ASBFL's results

As a financial group whose core business is banking located in New Zealand, the performance of ASBBL and ASBFL is dependent on the state of the New Zealand economy, customer and investor confidence and prevailing market conditions. ASBBL can give no assurances as to the likely future states of the New Zealand economy, which can be influenced by many factors within and outside New Zealand, outside of ASBBL's control.

New Zealand economic conditions during the 2009 financial year were particularly difficult and ASBBL incurred substantial impairment charges as its corporate banking clients experienced financial difficulty and the property market in New Zealand was negatively impacted. While economic conditions in New Zealand improved during the 2010 financial year, the recovery remains fragile with concerns about delayed economic recovery. This fragility has been manifested in a slowing in the underlying momentum in ASBBL's business in the 2011 financial year.

A material downturn in the New Zealand economy could adversely impact future results and could potentially result in further increases in the amount overdue on individual loans. Recessive economic cycles also have a negative influence on liquidity levels, credit defaults of corporate and other borrowers and return on assets. ASBBL's banking business is affected by market conditions in that there may be less demand for loan products or certain customers may face difficulty in meeting their obligations. In particular, a further decline in the housing market or property valuations in New Zealand could adversely affect ASBBL's home mortgage portfolio.

ASBBL and ASBFL may incur losses associated with its counterparty exposures

Each of ASBBL and ASBFL faces the possibility that a counterparty may be unable to honour its contractual obligations to it. These parties may default on their obligations due to bankruptcy, lack of liquidity, operational failure or other reasons. This risk may arise, for example for ASBBL, from entering into swap or other derivative contracts under which counterparties have obligations to make payments to ASBBL. This risk may arise for example for ASBBL and ASBFL, from executing trades that fail to settle at the required time due to non-delivery by the counterparty or systems failure by clearing agents, exchanges, clearing houses or other financial intermediaries.

Adverse credit market conditions may significantly affect ASBBL's ability to access international capital markets, cost of funding and ability to meet liquidity needs

Disruptions, uncertainty or volatility in the credit markets may limit ASBBL's access to capital, particularly its ability to issue longer-dated securities in international capital markets at a cost that is acceptable to ASBBL. These market conditions may limit ASBBL's ability to replace, in a timely manner, maturing liabilities and access the capital necessary to grow its business. As such, ASBBL may be forced to delay raising capital, issue shorter tenors than it prefers, or pay unattractive interest rates, thereby increasing ASBBL's interest expense, decreasing its profitability and significantly reducing its financial flexibility.

Failure to hedge effectively against adverse fluctuations in exchange rates could negatively impact ASBBL's results of operations

ASBBL undertakes a significant portion of its wholesale funding in international capital markets in currencies other than the NZ Dollar, principally the U.S. dollar and the Euro. This exposes ASBBL to risks associated with exchange rates for the NZ Dollar, which is the currency in which it prepares its financial statements and the principal currency of ASBBL's revenue and operating cash flows. The impact of such exchange rate risk cannot be predicted reliably. ASBBL attempts to manage its exchange rate risks to minimise any adverse effect on its financial position and performance. However, the level of ASBBL's hedging may change over time, and ASBBL may change its hedging policy at any time. ASBBL's results of operations may be adversely affected if its hedges are not effective to mitigate exchange rate risks or for balance sheet purposes, if ASBBL is inappropriately hedged or if a hedge provider defaults on its obligations under ASBBL's hedging agreements. There can be no assurance that ASBBL's exchange rate hedging arrangements or hedging policy will be sufficient or effective.

ASBBL is subject to extensive regulation, which could impact its results

ASBBL's banking activities are subject to extensive regulation, mainly relating to liquidity levels, solvency and provisioning. Its business and earnings are also affected by the fiscal or other policies that are adopted by various regulatory authorities of the New Zealand government.

The requirement to maintain certain levels of Tier One and Tier Two capital affects the level of ASBBL's lending activity or, alternatively, may require the issue of additional equity capital or subordinated debt, which are additional sources of its funds. Any change in regulation, including changes that increase the requirements of regulatory capital could have an adverse impact on ASBBL's results of operations.

Regulatory actions taken now or in the future may significantly affect ASBBL's operations and financial condition

Recent events in the financial services industry and, more generally, in the international financial markets and the global economy, have led to various proposals for changes in the regulation of the financial services industry. In New Zealand, the RBNZ has introduced regulations designed to enhance liquidity risk management by registered banks, strengthen the resilience of registered banks to liquidity risk and improve RBNZ's ability to assess and monitor registered banks' liquidity risk profiles, which are expected to be consistent with the proposals of the Basel Committee on Banking Supervision.

While there can be no assurance that the proposals of the Basel Committee on Banking Supervision will ultimately be adopted or the form that any such regulations may ultimately take, any such changes, if enacted or adopted, may impact the profitability of ASBBL's business activities, require changes to certain business practices, and expose ASBBL to additional costs. Such additional costs may result from, among other things, holding additional liquid assets and undertaking wholesale long-term funding to replace short-term funding to more closely match ASBBL's long-term asset profile, which are comprised predominantly of home mortgages. These changes may also require ASBBL to invest significant management attention and resources to make any necessary changes, and could therefore also adversely affect ASBBL's business and operations.

ASBBL may face operational risks associated with a complex financial institution and may incur losses as a result of ineffective risk management processes and strategies

ASBBL's businesses are highly dependent on its ability to process and monitor, on a daily basis, a very large number of transactions, many of which are highly complex, across numerous and diverse markets in many currencies. ASBBL's financial, accounting, data processing or other operating systems and facilities may fail to operate properly or become disabled as a result of events that are wholly or partially beyond its control, such as a spike in transaction volume, adversely affecting its ability to process these transactions or provide these services. In addition, ASBBL is exposed to the risk of loss resulting from human error, the failure of internal or external processes and systems or from external events. Such operational risks may include theft and fraud, improper business practices, client suitability and servicing risks, product complexity and pricing risk or improper recording, evaluating or accounting for transactions, breach of security and physical protection systems, or breaches of its internal policies and regulations.

While ASBBL employs a range of risk monitoring and risk mitigation techniques, those techniques and the judgments that accompany their application cannot anticipate every economic and financial outcome or the specifics and timing of such outcomes. As such, ASBBL may, in the course of its activities, incur losses. There can be no assurance that the risk management processes and strategies that ASBBL has developed in response to current market conditions will adequately anticipate additional market stress or unforeseen circumstances.

Market, interest rate and currency risks could adversely impact ASBBL's results

ASBBL is subject to the risks typical of banking such as interest rate fluctuations, exchange rate variations and capital market volatility. Many of these risks are outside its control. The results of ASBBL's banking operations are affected by ASBBL's management of interest rate sensitivity. Activity in the securities markets generally also affects its banking business. ASBBL also offer a number of financial products that expose it to risks associated with fluctuations in interest rates.

ASBBL faces intense competition, which could adversely impact its results

ASBBL faces intense competition in all of its principal areas of operation in New Zealand.

Liquidity, funding and operational risks could adversely impact ASBBL's results

ASBBL is subject to liquidity and funding risks and operational risks which could adversely impact its future results. Liquidity risk is the risk of being unable to meet financial obligations as they fall due. Funding risk is the risk of over-reliance on a funding source to the extent that a change in that funding source could increase overall funding costs or cause difficulty in raising funds. Operational risk is defined as the risk of economic gain or loss resulting from (i) inadequate or failed internal processes and methodologies, (ii) people, (iii) systems and models used in making business decisions, or (iv) external events.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that ASBBL will be unable to comply with its obligations as a company with securities admitted to the Official List or that ASBBL will be unable to comply with its obligations as a registered New Zealand bank regulated by the RBNZ.

Reputational damage could harm ASBBL's business and prospects

Various issues may give rise to reputational risk and cause harm to ASBBL's business and prospects. These issues include appropriately dealing with potential conflicts of interest, legal and regulatory requirements, ethical issues, money laundering laws, trade sanctions legislation, privacy laws, information security policies, sales and trading practices, and conduct by companies in which ASBBL holds strategic investments. Failure to address these issues appropriately could also give rise to additional legal risk, subject ASBBL to regulatory enforcement actions, fines and penalties, or harm its reputation among customers and investors in the marketplace.

ASBBL's business may be adversely affected by acquisitions of businesses

From time to time ASBBL evaluates and undertakes acquisitions of businesses. With acquisitions there is a risk that ASBBL may suffer a downgrade of its credit ratings, not achieve expected synergies from the acquisition as a result of difficulties in integrating information and other systems, ASBBL may achieve lower than expected cost savings or otherwise incur losses, ASBBL may lose customers and market share, or face disruptions to its operations resulting from integrating the systems and processes of the acquired business into ASBBL, or the acquisition may have other negative impacts on ASBBL's results, financial condition or operations. ASBBL from time to time assesses acquisition opportunities and if it were to undertake other acquisitions these risks may be exacerbated.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that ASBBL will be unable to comply with its obligations as a company or as a registered bank.

RISK FACTORS RELATING TO THE COVERED BOND GUARANTOR, INCLUDING THE ABILITY OF THE COVERED BOND GUARANTOR TO FULFIL ITS OBLIGATIONS IN RELATION TO THE COVERED BOND GUARANTEE

Covered Bond Guarantor only obliged to pay Guaranteed Amounts when the same are Due for Payment

Subsequent to an Issuer Event 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 NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds then outstanding or if so directed by an Extraordinary Resolution of the Covered Bondholders shall, give an Issuer Acceleration Notice to the Issuers and the Guarantor that as against the Issuers and the Guarantor (in the case of Covered Bonds issued by ASBFL) (but not, for the avoidance of doubt, as against the Covered Bond Guarantor) each Covered Bond shall thereupon immediately become due and repayable at its Early Redemption Amount together with accrued interest.

Upon the Covered Bonds becoming immediately due and repayable against the Issuers and the Guarantor (in the case of Covered Bonds issued by ASBFL), the Bond Trustee will be required to forthwith serve a Notice to Pay on the Covered Bond Guarantor and the Covered Bond Guarantor will be required to make payments of Guaranteed Amounts when the same shall become Due for Payment in accordance with the terms of the Covered Bond Guarantee.

Following service of a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor shall pay or procure to be paid on each Scheduled Payment Date to or to the order of the Bond Trustee (for the benefit of Covered Bondholders) an amount equal to those Guaranteed Amounts which shall have become Due for Payment in accordance with the terms of the Bond Trust Deed but which have not been paid by the Relevant Issuer or the Guarantor (in the case of Covered Bonds issued by ASBFL) provided that no Notice to Pay shall be served on the Covered Bond Guarantor until an Issuer Acceleration Notice has been served by the Bond Trustee on the Issuers and the Guarantor.

All payments of principal and interest (if any) in respect of Covered Bonds by the Covered Bond Guarantor will be made subject to withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges required by law. In the event of a withholding or deduction being made by the Covered Bond Guarantor, the Covered Bond Guarantor will not be obliged to pay any additional amounts as a consequence. In addition, the Covered Bond Guarantor will not be obliged at any time to make any payments in respect of additional amounts which may become payable by the Issuers or the Guarantor (in the case of

Covered Bonds issued by ASBFL) under Condition 7 (*Taxation*). Prior to the service on the Covered Bond Guarantor of a Covered Bond Guarantee Acceleration Notice, the Covered Bond Guarantor will not be obliged to make payment in respect of any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums, default interest or interest upon interest which may accrue on or in respect of the Covered Bonds.

Subject to any grace period, if the Covered Bond Guarantor fails to make a payment when Due for Payment under the Covered Bond Guarantee or any other Covered Bond Guarantor Event of Default occurs, then the Bond Trustee may, and if so requested in writing by the holders of at least 25 per cent of the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds then outstanding or if so directed by an Extraordinary Resolution of all the Covered Bondholders shall, accelerate the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee by service of a Covered Bond Guarantee Acceleration Notice, whereupon the Bond Trustee will have a claim under the Covered Bond Guarantee for an amount equal to the Early Redemption Amount of each Covered Bond, together with accrued interest and all other amounts then due under the Covered Bonds (other than additional amounts payable under Condition 7 (*Taxation*)). Following service of a Covered Bond Guarantee Acceleration Notice, the Security Trustee may enforce the Security over the Charged Property. Pursuant to the terms of the Security Deed, the proceeds of enforcement and realisation of the Security will be required to be applied by the Security Trustee in accordance with the Post-Enforcement Priority of Payments in the Security Deed, and Covered Bondholders will receive amounts from the Covered Bond Guarantor (if any) on an accelerated basis.

Excess Proceeds received by the Bond Trustee

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Bond Trustee may receive Excess Proceeds. In accordance with the Bond Trust Deed, the Excess Proceeds will be paid by the Bond Trustee on behalf of the Covered Bondholders of the relevant Series to the Covered Bond Guarantor for its own account, 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 Security 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. Any Excess Proceeds received by the Bond Trustee will discharge *pro tanto* the obligations of the Relevant Issuer and the Guarantor (in the case of Covered Bonds issued by ASBFL) in respect of the Covered Bonds, Receipts and Coupons (subject to restitution of the same if such Excess Proceeds shall be required to be repaid by the Covered Bond Guarantor). However, the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee are (following service of a Notice to Pay or a Covered Bond Guarantee Acceleration Notice) unconditional and irrevocable and the receipt by the Bond Trustee of any Excess Proceeds will not reduce or discharge any such obligations.

By subscribing for Covered Bonds, each holder of the Covered Bonds 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.

Finite resources available to the Covered Bond Guarantor to make payments due under the Covered Bond Guarantee

Following the service of a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor's ability to meet its obligations under the Covered Bond Guarantee will depend on (a) the realisable value of Selected Mortgage Loans in the Mortgage Loan Portfolio, (b) the amount of Mortgage Loan Revenue Receipts and Mortgage Loan Principal Receipts generated by the Mortgage Loan Portfolio and the timing thereof, (c) amounts received from the Swap Providers, (d) the realisable value of Substitution Assets and Authorised Investments held by it and (e) the receipt by it of credit balances and interest on credit balances on the GIC Account. Recourse against the Covered Bond Guarantor under the Covered Bond Guarantee is limited to the aforementioned assets and the Covered Bond Guarantor will not have any other source of funds available to meet its obligations under the Covered Bond Guarantee.

If a Covered Bond Guarantor Event of Default occurs and the Security created by or pursuant to the Security Deed is enforced, the realisation of the Charged Property may not be sufficient to meet the claims of all the Secured Creditors, including the Covered Bondholders.

If, following enforcement of the Security constituted by or pursuant to the Security Deed, the Secured Creditors have not received the full amount due to them pursuant to the terms of the Programme Documents, then they may still have an unsecured claim against the Relevant Issuer and the Guarantor (in the case of Covered Bonds

issued by ASBFL) for the shortfall. There is no guarantee that the Issuers or the Guarantor (if applicable) will have sufficient funds to pay that shortfall.

Covered Bondholders should note that the Asset Coverage Test has been structured to ensure that the Adjusted Aggregate Mortgage Loan Amount is an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds for so long as Covered Bonds remain outstanding, which should reduce the risk of there ever being a shortfall (although there is no assurance of this – in particular, the sale of further Mortgage Loans and Related Security by the Seller to the Covered Bond Guarantor may be required to remedy a breach of the Asset Coverage Test).

The Covered Bond Guarantor will be required to ensure that, following the service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Issuers and the Guarantor and/or the Security otherwise becoming enforceable), the Amortisation Test is met on each Determination Date. A breach of the Amortisation Test will constitute a Covered Bond Guarantor Event of Default and will entitle the Bond Trustee to serve a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Issuers and the Guarantor.

The Asset Coverage Test, the Amortisation Test, the Interest Rate Shortfall Test, the Yield Shortfall Test and the Pre-Maturity Test have in the aggregate been structured to ensure that the Asset Pool is sufficient to pay amounts due on the Covered Bonds and senior expenses (which will include costs relating to the maintenance, administration and winding-up of the Asset Pool whilst the Covered Bonds are outstanding). However, no assurance can be given that the Asset Pool will in fact generate sufficient amounts for such purposes (see *"Summary of the Principal Documents – Establishment Deed – Asset Coverage Test"* and *"Credit Structure – Asset Coverage Test"*, *"Summary of the Principal Documents – Establishment Deed – Amortisation Test"* and *"Credit Structure – Amortisation Test"*, *"Summary of the Principal Documents – Servicing Agreement – Interest Shortfall Test and Yield Shortfall Test"*, *"Summary of the Principal Documents – Establishment Deed – Pre-Maturity Test"* and *"Credit Structure – Pre-Maturity Test"*).

Reliance of the Covered Bond Guarantor on third parties

The Covered Bond Guarantor has entered into agreements with a number of third parties, which have agreed to perform services for the Covered Bond Guarantor. In particular, but without limitation:

- (a) the Servicer has been appointed to act as servicer of the Mortgage Loans and Related Security in the Mortgage Loan Portfolio on behalf of the Covered Bond Guarantor pursuant to the provisions of the Servicing Agreement;
- (b) the Trust Manager has been appointed to provide the administration and cash management services set out in the Programme Documents including, without limitation, assisting the Covered Bond Guarantor in operating the Trust Accounts, keeping and maintaining records, causing annual accounts of the Trust to be audited and directing the Covered Bond Guarantor in relation to investing moneys standing to the credit of the GIC Account in Substitution Assets or Authorised Investments;
- (c) the Calculation Manager has been appointed to provide the calculation services set out in the Programme Documents including, without limitation, doing all calculations on each Determination Date which are required to determine whether the Mortgage Loan Portfolio is in compliance with the Asset Coverage Test, the Amortisation Test or the Pre-Maturity Test, as the case may be, and providing information to the Asset Monitor;
- (d) the Asset Monitor has been appointed to report on the accuracy of the Calculation Manager's calculations; and
- (e) the Account Bank has been appointed to operate each of the Trust Accounts in accordance with the relevant account bank mandate pursuant to the Account Bank Agreement.

In the event that any of those third parties fails to perform its obligations under the relevant agreement to which it is a party, the realisable value of the Mortgage Loan Portfolio and other assets in the Asset Pool or any part thereof or pending such realisation (if the Mortgage Loan Portfolio and other assets in the Asset Pool or any part thereof cannot be sold) the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee may be affected. For example, if the Servicer fails to adequately administer the Mortgage Loans in the Mortgage Loan Portfolio, this may lead to higher incidences of non-payment or default by Borrowers.

The Covered Bond Guarantor will also be reliant on the Swap Providers to provide it with the funds sufficient to meet its obligations under the Intercompany Loan Agreement, the Demand Loan Agreement and the Covered Bond Guarantee, as described below.

If the Covered Bond Guarantor (acting on the advice of the Trust Manager) has determined that, among other things, a Servicer Default has occurred and is continuing, then the Covered Bond Guarantor, or the Trust Manager on its behalf (with the consent of the Security Trustee (acting on the directions of the Bond Trustee if there are Covered Bonds outstanding)), may at once or at any time thereafter while such Servicer Default continues, immediately terminate the rights and obligations of the Servicer and appoint another appropriately qualified organisation to act in its place. The purported appointment of a Substitute Servicer following such termination has no effect until the Substitute Servicer executes a deed under which it covenants to act as servicer in accordance with the Servicing Agreement and all other Programme Documents to which the Servicer is a party. The Covered Bond Guarantor (or the Trust Manager on its behalf) must notify the Security Trustee, the Bond Trustee and the Rating Agencies of the identity of the Substitute Servicer. Until the appointment of the Substitute Servicer is complete, the Covered Bond Guarantor must act as Servicer (and is entitled to the relevant fees for the period it so acts). There can be no assurance that a Substitute Servicer with sufficient experience of administering mortgages of residential properties would be found who would be willing and able to service the Mortgage Loans in the Mortgage Loan Portfolio on the terms of the Servicing Agreement.

The ability of a Substitute Servicer to perform fully the required services as Servicer would depend, among other things, on the information, software and records available at the time of the appointment or it being required to act as Servicer, respectively. Any delay or inability to appoint a Substitute Servicer may affect payments on the Mortgage Loans in the Mortgage Loan Portfolio, the realisable value of such Mortgage Loans and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

The Servicer has no liability for any obligations of the Borrowers in respect of the Mortgage Loans and the Related Security in the Mortgage Loan Portfolio. Covered Bondholders will have no right to consent to or approve of any actions taken by the Servicer under the Servicing Agreement.

The Servicer is required to act as collecting agent for the Covered Bond Guarantor in respect of all payments in respect of the Mortgage Loans in the Mortgage Loan Portfolio (including, without limitation, a Mortgage Loan Scheduled Payment). If the Servicer receives, during a Collection Period, any money whatsoever arising from the Mortgage Loans in the Mortgage Loan Portfolio and the Related Security which money belongs to the Covered Bond Guarantor and such money is to be paid to the GIC Account pursuant to the Servicing Agreement, the Servicer shall hold such money on trust for the Covered Bond Guarantor. The Servicer is entitled to commingle such money with any other money held by it. In the event of an insolvency of the Servicer, the ability of the Covered Bond Guarantor to trace and recover any such commingled money may be impaired. The risk of the Servicer not making payment on each Trust Payment Date immediately following the end of a Collection Period is mitigated by an obligation of the Servicer to transfer the collections into the GIC Account within two Local Business Days of receipt if the Servicer's short term credit ratings are downgraded to below P-1 (by Moody's) or F1 (by Fitch) or long term credit ratings are downgraded to below A (Fitch).

Neither the Security Trustee nor the Bond Trustee is obliged in any circumstances to act as a Servicer or to monitor the performance by the Servicer of its obligations.

While a Trust Manager Default is subsisting and after the Covered Bond Guarantor becomes aware of the Trust Manager Default, the Covered Bond Guarantor may, upon giving written notice to the Security Trustee, the Trust Manager and the Rating Agencies, immediately terminate the rights and obligations of the Trust Manager under the Programme Documents and appoint another entity to act in its place. Until the appointment of the Substitute Trust Manager is complete, the Covered Bond Guarantor must act as Trust Manager (and is entitled to the relevant fees for the period it so acts). There can be no assurance that a Substitute Trust Manager would be found who would be willing and able to provide such trust management services on the terms of the Establishment Deed and the Management Agreement. Neither the Security Trustee nor the Bond Trustee will be obliged in any circumstances to act as a Trust Manager or to monitor or supervise the performance by the Trust Manager (or any replacement trust manager) of its obligations.

If a Calculation Manager Termination Event occurs, then the Covered Bond Guarantor, or the Trust Manager on its behalf (with the consent of the Security Trustee (acting on the direction of (if there are Covered Bonds outstanding) the Bond Trustee (subject to the provisions of the Bond Trust Deed) or (if there are no Covered Bonds outstanding) the Majority Secured Creditors)) may at once or at any time thereafter while such event continues terminate the appointment of the Calculation Manager. The Covered Bond Guarantor will be required

to use its reasonable endeavours to appoint a Substitute Calculation Manager. There can be no assurance that a Substitute Calculation Manager would be found who would be willing and able to provide such Calculation Management Services on the terms of the Establishment Deed and the Management Agreement. Neither the Covered Bond Guarantor nor the Security Trustee nor the Bond Trustee shall have any liability to any person in the event that, having used reasonable endeavours, the Covered Bond Guarantor is unable to appoint a Substitute Calculation Manager. Until the appointment of a Substitute Calculation Manager is made, the Covered Bond Guarantor shall, subject to the Management Agreement and any approval required by law, perform the duties of the Calculation Manager and is entitled to the relevant fees. Neither the Security Trustee nor the Bond Trustee will be obliged in any circumstances to act as the Calculation Manager or to monitor or supervise the performance by the Calculation Manager (or any replacement calculation manager) of its obligations.

Any delay or inability to appoint a Substitute Trust Manager or Substitute Calculation Manager may affect payments to and from the Trust Accounts in accordance with the terms of the Programme Documents, and/or the provision of the asset coverage reports and other information to, inter alia, the Rating Agencies, the Security Trustee and the Covered Bond Guarantor and may ultimately affect the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

The Trust Manager has no obligation itself to advance payments that Borrowers fail to make in a timely fashion. Covered Bondholders will have no right to consent to or approve of any actions taken by the Trust Manager under the Establishment Deed or the Management Agreement.

Change of counterparties

The parties to the Programme Documents who receive and hold moneys pursuant to the terms of such documents (such as the Servicer and the Account Bank) will be required to satisfy certain criteria in order to continue to receive and hold such moneys. These criteria will include requirements in relation to the short-term and/or long-term, unguaranteed and unsecured credit ratings ascribed to such party by Fitch and Moody's.

If the party concerned ceases to satisfy the applicable criteria, including such credit ratings criteria, then the rights and obligations of that party (including the right or obligation to receive moneys on behalf of the Covered Bond Guarantor) may be required to be transferred to another entity which does satisfy the applicable criteria. If the rights and obligations of that counterparty are transferred to another entity, then the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the Programme Documents. There is no guarantee that a replacement counterparty could be found.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Programme Document may agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Covered Bondholders may not be required in relation to such amendments and/or waivers.

Reliance on Swap Providers

In order to hedge certain interest rate, currency or other risks in respect of amounts received by the Covered Bond Guarantor under the Mortgage Loans, the amounts standing to the credit of the GIC Account, any Substitution Assets or Authorised Investments and any other assets that the Covered Bond Guarantor may hold from time to time, and amounts payable by the Covered Bond Guarantor under the Intercompany Loan Agreement and/or the Demand Loan Agreement to ASBBL and/or amounts payable by the Covered Bond Guarantor under the Covered Bond Guarantee to Covered Bondholders in respect of the Covered Bonds on issue, the Covered Bond Guarantor will enter into certain swap transactions with swap providers (each, a **Swap Provider**).

If the Covered Bond Guarantor fails to make timely payments of amounts due under any Swap Agreement, then it will have defaulted under that Swap Agreement and such Swap Agreement may be terminated. Further, a Swap Provider is only obliged to make payments to the Covered Bond Guarantor if the Covered Bond Guarantor complies with its payment obligations and is not otherwise in default under the relevant Swap Agreement. If a Swap Agreement terminates or the relevant Swap Provider is not obliged to make payments or if it defaults in its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Covered Bond Guarantor on the relevant payment date under such Swap Agreement, the Covered Bond Guarantor will be exposed to changes in the relevant currency exchange rates to NZ Dollars (where relevant) and to any changes in the relevant rates of interest. Unless a replacement swap is entered into, the

Covered Bond Guarantor may have insufficient funds to make payments under the Intercompany Loan Agreement, the Demand Loan Agreement or the Covered Bond Guarantee.

If a Swap Agreement terminates, then the Covered Bond Guarantor may be obliged to make a termination payment to the relevant Swap Provider. There can be no assurance that the Covered Bond Guarantor will have sufficient funds available to make a termination payment under the relevant Swap Agreement or to make any upfront payment required by a replacement swap counterparty, nor can there be any assurance that the Covered Bond Guarantor will be able to find a replacement swap counterparty which has both sufficiently high ratings as may be required by any of the Rating Agencies and which agrees to enter into a replacement swap agreement on similar commercial terms.

If the Covered Bond Guarantor is obliged to pay a termination payment under any Swap Agreement, any such termination payment in respect of:

- (i) the Total Return Swap will rank ahead of amounts due on the Covered Bonds; and
- (ii) the Covered Bond Swap will rank *pari passu* with amounts due on the Covered Bonds,

except where default by, or downgrade of, the relevant Swap Provider has caused the relevant Swap Agreement to terminate.

The obligation to pay a termination payment may adversely affect the ability of the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

Insolvency proceedings and subordination provisions

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor. In particular, recent cases have focused on provisions involving the subordination of a hedging counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such counterparty. Such provisions are similar in effect to the terms which will be included in the Programme Documents relating to the subordination of Excluded Swap Termination Amounts.

The UK Supreme Court has affirmed the decision of the English Court of Appeal that such a subordination provision is valid under English law. It is likely that a New Zealand court would also consider such a subordination provision to be valid under New Zealand law. Contrary to the determination of the UK Supreme Court, the US Bankruptcy Court recently held that such a subordination provision is unenforceable under US bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a US bankruptcy of the counterparty. The implications of this conflicting judgment are not yet known, particularly as the US Bankruptcy Court approved, in December 2010, the settlement of the case to which the judgment relates and subsequently the appeal was dismissed.

If a creditor of the Covered Bond Guarantor (such as a Swap Provider) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales or New Zealand (including, but not limited to, the US), and it is owed a payment by the Covered Bond Guarantor, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English law or New Zealand law governed Programme Documents (such as a provision of the Priorities of Payments which refers to the ranking of the Swap Providers' payment rights in respect of Excluded Swap Termination Amounts). In particular, based on the decision of the US Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under US bankruptcy laws. Such laws may be relevant in certain circumstances with respect to a range of entities which may act as Swap Provider, including US established entities and certain non-US established entities with assets or operations in the US (although the scope of any such proceedings may be limited if the relevant non-US entity is a bank with a licensed branch in a US state). In general, if a subordination provision included in the Programme Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales or New Zealand and any relevant foreign judgment or order was recognised by the English courts or New Zealand courts, there can be no assurance that such actions would not adversely affect the rights of the Covered Bondholders, the market value of the Covered Bonds and/or the ability of the Covered Bond Guarantor to satisfy its obligations under the Covered Bonds.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Programme Documents will include terms providing for the subordination of Excluded Swap Termination Amounts, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English courts or New Zealand courts) may result in negative rating pressure in respect of the Covered Bonds. If any rating assigned to the Covered Bonds is lowered, the market value of the Covered Bonds may reduce.

Limited description of the Portfolio

Covered Bondholders may not receive detailed statistics or information in relation to the Mortgage Loans in the Mortgage Loan Portfolio because it is expected that the constitution of the Mortgage Loan Portfolio will frequently change due to, for instance:

- (a) the Seller selling additional Mortgage Loans and the Related Security (or Mortgage Loans of New Product Types and the Related Security) to the Covered Bond Guarantor;
- (b) payments by the Borrowers on those Mortgage Loans; and
- (c) the Seller repurchasing Mortgage Loans and the Related Security in accordance with the Mortgage Sale Agreement, in particular, in relation to non-compliance with the Representations and Warranties and following the Seller making a Further Advance or a Cash Redraw or granting a Payment Holiday (see "*Summary of the Principal Documents – The Mortgage Sale Agreement – Repurchase by the Seller*").

There is no assurance that the characteristics of the New Mortgage Loans sold to the Covered Bond Guarantor on any Transfer Date will be the same as those of the other Mortgage Loans in the Mortgage Loan Portfolio as at the relevant Transfer Date. However, each Mortgage Loan sold to the Covered Bond Guarantor will be required to be a Qualifying Mortgage Loan and the Seller will also be required to make the Representations and Warranties set out in the Mortgage Sale Agreement on such date (see "*Summary of the Principal Documents – Mortgage Sale Agreement – Sale by the Seller of Mortgage Loans and Related Security*") (although the criteria for Qualifying Mortgage Loans and Representations and Warranties may change in certain circumstances (see "*The Bond Trustee and the Security Trustee may agree to modifications to the Programme Documents without, respectively the Covered Bondholders' or Secured Creditors' prior consent*"). In addition, the Asset Coverage Test is intended to ensure that on each Determination Date the Adjusted Aggregate Mortgage Loan Amount is an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds for so long as Covered Bonds remain outstanding.

The Servicing Guidelines may be amended or revised by ASBBL from time to time. If any Mortgage Loans have been originated under amended or revised Servicing Guidelines and the Mortgage Loans are then sold to the Covered Bond Guarantor in accordance with and pursuant to the terms of the Mortgage Sale Agreement, the characteristics of the Mortgage Loan Portfolio could at such time change. This could adversely affect the ability of the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

Maintenance of Portfolio

Asset Coverage Test

The Asset Coverage Test is intended to test the asset coverage of the Covered Bond Guarantor's assets in respect of the Covered Bonds on a monthly basis. This is to ensure that the assets of the Covered Bond Guarantor do not fall below a certain threshold and are sufficient for the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee and senior expenses which rank in priority or *pari passu* with amounts due on the Covered Bonds. Pursuant to the terms of the Mortgage Sale Agreement, the Seller has agreed to use all reasonable endeavours to offer to sell sufficient New Mortgage Loans and (if applicable) the Related Security to the Covered Bond Guarantor in order to ensure that the Mortgage Loan Portfolio is in compliance with the Asset Coverage Test provided that the Seller shall not be obliged to sell to the Covered Bond Guarantor New Mortgage Loans and the Related Security if in the reasonable opinion of the Seller the sale to the Covered Bond Guarantor of such New Mortgage Loans and the Related Security would materially adversely affect the business or financial condition of the Seller. The consideration payable to the Seller for the sale of such Mortgage Loans and Related Security to the Covered Bond Guarantor may be funded by (a) cash available to the Covered Bond Guarantor to pay for such Mortgage Loans and Related Security in accordance with the Pre-Acceleration Principal Priority of Payments; and/or (b) the proceeds of a Term Advance and/or Demand Loan Advance.

Alternatively, the Covered Bond Guarantor may purchase Substitution Assets or request drawings under the Demand Loan Agreement in order to ensure that the Covered Bond Guarantor is in compliance with the Asset Coverage Test. If the Asset Coverage Test is not complied with on a Determination Date and also on the next following Determination Date the Asset Coverage Test will be breached and the Bond Trustee will serve an Asset Coverage Test Breach Notice on the Covered Bond Guarantor (subject to the Bond Trustee having actual knowledge or express notice of the breach). The Bond Trustee shall be deemed to revoke an Asset Coverage Test Breach Notice if, on the next Determination Date to occur following the service of an Asset Coverage Test Breach Notice, the Asset Coverage Test is satisfied and neither a Notice to Pay nor a Covered Bond Guarantee Acceleration Notice has been served. If the Bond Trustee is deemed to revoke an Asset Coverage Test Breach Notice, the Covered Bond Guarantor (or the Trust Manager on its behalf) shall immediately notify in writing the Bond Trustee thereof. If the Asset Coverage Test Breach Notice is not revoked by the Bond Trustee on or before the next Determination Date, then an Issuer Event of Default will occur.

Amortisation Test

The Amortisation Test is intended to ensure that, following service of a Notice to Pay, the assets of the Covered Bond Guarantor do not fall below a certain threshold to ensure that the assets of the Covered Bond Guarantor are sufficient to meet its obligations under the Covered Bond Guarantee and senior expenses which rank in priority or *pari passu* with amounts due on the Covered Bonds. Pursuant to the Establishment Deed, the Covered Bond Guarantor must ensure that on each Determination Date following service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable), the Amortisation Test Aggregate Mortgage Loan Amount is in an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding under the Covered Bonds.

If the aggregate collateral value of the Mortgage Loan Portfolio has not been maintained in accordance with the terms of the Amortisation Test, then that may affect the realisable value of the Mortgage Loan Portfolio or any part thereof (both before and after the occurrence of a Covered Bond Guarantor Event of Default) and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee. Failure to satisfy the Amortisation Test on any Determination Date following an Issuer Event of Default and service of a Notice to Pay on the Covered Bond Guarantor will constitute a Covered Bond Guarantor Event of Default, thereby entitling the Bond Trustee to accelerate the Covered Bond Guarantor's obligations under the Covered Bond Guarantee against the Covered Bond Guarantor subject to and in accordance with the Conditions.

Asset Monitor to test calculations

Prior to the service of a Notice to Pay on the Covered Bond Guarantor, the Asset Monitor will, subject to receipt of the relevant information from the Calculation Manager, test the arithmetic accuracy of the calculations performed by the Calculation Manager in relation to the Asset Coverage Test once each year on the Determination Date immediately preceding an anniversary of the Programme Date. If and for so long as the long-term unsecured, unguaranteed and unsubordinated debt obligation credit ratings of the Calculation Manager (or if the Calculation Manager is not so rated, if the long-term unsecured, unguaranteed and unsubordinated debt obligation ratings of the Calculation Manager's ultimate holding company) fall below Baa3 by Moody's or BBB- by Fitch (and for as long as they remain below such credit ratings), the Asset Monitor shall conduct the tests of the Calculation Manager's calculations in respect of every Determination Date thereafter.

Following the service of a Notice to Pay on the Covered Bond Guarantor but prior to the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice, the Asset Monitor will, subject to receipt of the relevant information from the Calculation Manager, test the calculations performed by the Calculation Manager in respect of the Amortisation Test.

See further "*Summary of the Principal Documents – Asset Monitor Agreement*".

The Security Trustee shall not be responsible for monitoring compliance with, nor the monitoring of, the Asset Coverage Test or the Amortisation Test or any other test, or supervising the performance by any other party of its obligations under any Programme Document.

RBNZ Regulatory Limit on Covered Bonds

On 21 January 2011, the RBNZ announced that a regulatory limit will be applied to the issuance of covered bonds by New Zealand banks. Under new Conditions of Registration imposed on ASBBL from 31 March 2011,

no more than 10 per cent of the total assets of the ASBBL banking group (plus any assets held by the relevant special purpose vehicle that are not included in the ASBBL banking group's assets) may be beneficially owned by a special purpose vehicle that has granted security over those assets for the benefit of any holder of covered bonds. The RBNZ will review the appropriateness of this limit by March 2013, taking into account evidence as it emerges in the market. This regulatory limit could constrain the ability of the Seller to sell Mortgage Loans to the Covered Bond Guarantor.

Sale of Selected Mortgage Loans following the occurrence of certain events

Following the occurrence of any of the following events:

- (i) the Demand Loan Provider making demand that the Demand Loan (or part of it) be repaid (subject to the Asset Coverage Test being met);
- (ii) a breach of the Pre-Maturity Test;
- (iii) the service of an Asset Coverage Test Breach Notice on the Covered Bond Guarantor; or
- (iv) the service of a Notice to Pay on the Covered Bond Guarantor,

but prior to the service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Issuers and the Guarantor, and/or the Security otherwise becoming enforceable, the Covered Bond Guarantor, or the Trust Manager on its behalf, shall sell Selected Mortgage Loans (selected on a basis that is representative of the Mortgage Loans in the Mortgage Loan Portfolio as a whole).

If a Mortgage Loan is selected for sale, its Related Security must also be selected unless the Related Security also secures a Mortgage Loan in the Mortgage Loan Portfolio that has not been selected for sale. The proceeds from any such sale shall be deposited into the GIC Account and applied in accordance with the applicable Priority of Payments (see "*Summary of the Principal Documents – Establishment Deed – Sale of Selected Mortgage Loans*").

There is no guarantee the Covered Bond Guarantor will, where the Covered Bond Guarantor is obliged to sell Selected Mortgage Loans, find a buyer to buy Selected Mortgage Loans at the times required and there can be no guarantee or assurance as to the price which may be able to be obtained, which may affect payments under the Covered Bond Guarantee. The Covered Bond Guarantor will offer the Selected Mortgage Loans and Related Security for the best price reasonably available but in any event, following the service of an Asset Coverage Test Breach Notice (but prior to the service of a Notice to Pay), the Selected Mortgage Loans may not be sold by the Covered Bond Guarantor for an amount less than the Current Principal Balance of the Selected Mortgage Loans plus the arrears of interest and accrued interest thereon. Following a breach of the Pre-Maturity Test or service of a Notice to Pay on the Covered Bond Guarantor, the Selected Mortgage Loans may not be sold by the Covered Bond Guarantor for an amount less than the Adjusted Required Redemption Amount for the relevant Series of Covered Bonds. However, if the Selected Mortgage Loans have not been sold by the date which is six months prior to either (a) the Final Maturity Date in respect of the Earliest Maturing Covered Bonds, or (b) the Extended Due for Payment Date in respect of the Earliest Maturing Covered Bonds, or (c) in respect of a sale in connection with the Pre-Maturity Test, the Final Maturity Date of the relevant Series of Hard Bullet Covered Bonds, the Covered Bond Guarantor, or the Trust Manager on its behalf, will offer the Selected Mortgage Loans for sale for the best price reasonably available notwithstanding that such amount may be less than the Adjusted Required Redemption Amount.

If Selected Mortgage Loans are not sold for an amount equal to or in excess of the Adjusted Required Redemption Amount, the Covered Bond Guarantor may have insufficient funds available to make payment in respect of the Covered Bonds.

At any time after the service of a Notice to Pay on the Covered Bond Guarantor (but prior to service of a Covered Bond Acceleration Notice on the Covered Bond Guarantor, the Issuers and the Guarantor, and/or the Security otherwise becoming enforceable), on each Trust Payment Date the Covered Bond Guarantor will apply Available Revenue Receipts and Available Principal Receipts to redeem or repay in part the relevant Series of Covered Bonds, to the extent that the Covered Bond Guarantor has sufficient moneys available to make such payments in accordance with the Guarantee Priority of Payments. Available Revenue Receipts will include, among other things, the sale proceeds of Selected Mortgage Loans to the extent such proceeds comprise accrued interest or arrears of interest (if any) that has been, or is to be, on the immediately following Trust Payment Date, credited to the Revenue Ledger on the GIC Account. Available Principal Receipts will include, among

other things, the sale proceeds of Selected Mortgage Loans (including any excess sale proceeds resulting from the sale of Selected Mortgage Loans sold in respect of another Series of Covered Bonds but excluding accrued interest and arrears of interest which shall form part of the Available Revenue Receipts) that have been, or are to be, on the immediately following Trust Payment Date, credited to the Principal Ledger on the GIC Account, and all principal repayments received on the Mortgage Loans in the Mortgage Loan Portfolio generally. This may adversely affect repayment of later maturing Series of Covered Bonds if the Selected Mortgage Loans sold to redeem or repay in part an earlier maturing Series of Covered Bonds are sold for less than the Adjusted Required Redemption Amount and accordingly the Covered Bond Guarantor is required to apply other assets in the Mortgage Loan Portfolio (such as Mortgage Loan Principal Receipts) to redeem that earlier maturing Series of Covered Bonds.

Sale of Selected Mortgage Loans if Pre-Maturity Test is breached

The Establishment Deed provides for the sale of Selected Mortgage Loans in circumstances where the Pre-Maturity Test has been breached in relation to a Series of Hard Bullet Covered Bonds. The Pre-Maturity Test will be breached in relation to a Series of Hard Bullet Covered Bonds if ASBBL's short-term credit rating from Moody's falls to P-2 (or lower) or from Fitch falls to F1 (or lower) and the Final Maturity Date of the Series of Hard Bullet Covered Bonds falls within 12 months from the relevant Pre-Maturity Test Date. If the Pre-Maturity Test is breached the Covered Bond Guarantor will, after taking into account the amount standing to the credit of the Pre-Maturity Ledger and subject to first utilising the proceeds of any advance made by the Demand Loan Provider under the Demand Loan Agreement, be obliged to commence an offer process to sell Selected Mortgage Loans in order to enable the Covered Bond Guarantor to pay the NZ Dollar Equivalent of the Required Redemption Amount on a Series of Hard Bullet Covered Bonds under the Covered Bond Guarantee. In the event that the Pre-Maturity Test is breached in respect of any Series of Hard Bullet Covered Bonds during the Pre-Maturity Test Period and the amount standing to the credit of the Pre-Maturity Ledger of the GIC Account is less than the NZ Dollar Equivalent of the Required Redemption Amount for each Series of Hard Bullet Covered Bonds in respect of which the Pre-Maturity Test has been breached on the earlier to occur of (i) the later of the date which is 10 Local Business Days from the date that the Seller is notified of the breach and the date which is six months prior to the Final Maturity Date of the relevant Series of Hard Bullet Covered Bonds and (ii) the Final Maturity Date of that Series of Hard Bullet Covered Bonds, an Issuer Event of Default will occur.

There is no guarantee that a suitable buyer will be found to acquire the Selected Mortgage Loans at the times required and there can be no guarantee or assurance as to the price which the Covered Bond Guarantor may be able to obtain, which may affect payments under the Covered Bond Guarantee.

Realisation of Charged Property following the occurrence of a Covered Bond Guarantor Event of Default

If a Covered Bond Guarantor Event of Default occurs and a Covered Bond Guarantee Acceleration Notice is served on the Covered Bond Guarantor, the Issuers and the Guarantor, then the Security Trustee will be entitled to enforce the Security created under and pursuant to the Security Deed and the proceeds from the realisation of the Charged Property will be applied by the Security Trustee towards payment of all secured obligations in accordance with the Post-Enforcement Priority of Payments described in "Cashflows" below.

There is no guarantee that the proceeds of realisation of the Charged Property will be in an amount sufficient to repay all amounts due to the Secured Creditors (including the Covered Bondholders) under the Covered Bonds and the Programme Documents.

If a Covered Bond Guarantee Acceleration Notice is served on the Covered Bond Guarantor, the Issuers and the Guarantor then the Covered Bonds may be repaid sooner or later than expected or not at all.

Factors that may affect the realisable value of the Mortgage Loan Portfolio or any part thereof or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee

Following the occurrence of an Issuer Event of Default, the service on the Issuers and the Guarantor of an Issuer Acceleration Notice and the service on the Covered Bond Guarantor of a Notice to Pay, the realisable value of Selected Mortgage Loans comprised in the Mortgage Loan Portfolio may be reduced (which may affect the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee) by:

- (a) representations or warranties not being given by the Covered Bond Guarantor or the Seller unless expressly agreed by the Security Trustee or otherwise agreed with the Seller;

- (b) default by Borrowers of amounts due on their Mortgage Loans;
- (c) changes to the Servicing Guidelines of the Seller;
- (d) the Covered Bond Guarantor not having legal title to the Mortgage Loans in the Mortgage Loan Portfolio;
- (e) risks in relation to some types of Mortgage Loans which may adversely affect the value of the Mortgage Loan Portfolio or any part thereof;
- (f) changes in interest rates which may adversely affect the value of fixed rate Mortgage Loans;
- (g) limited recourse to the Seller;
- (h) possible regulatory changes by the Commerce Commission in New Zealand and other regulatory authorities;
- (i) regulations in New Zealand that could lead to some terms of the Mortgage Loans being unenforceable;
- (j) the sale of All Moneys Mortgages that secure Associated Debt of the Seller being subject to trust back arrangements in favour of the Seller; and
- (k) other issues which impact on the enforceability of the Mortgage Loans.

Some of these factors are considered in more detail below. However, it should be noted that the Asset Coverage Test, the Amortisation Test, the Pre-Maturity Test and the criteria for Qualifying Mortgage Loans are intended to ensure that there will be an adequate amount of Mortgage Loans in the Mortgage Loan Portfolio and moneys standing to the credit of the GIC Account to enable the Covered Bond Guarantor to repay the Covered Bonds following an Issuer Event of Default, service of an Issuer Acceleration Notice on the Relevant Issuer and the Guarantor (as applicable) and service of a Notice to Pay on the Covered Bond Guarantor and accordingly it is expected (but there is no assurance) that Selected Mortgage Loans could be realised for sufficient values to enable the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

No representations or warranties to be given by the Covered Bond Guarantor or the Seller if Selected Mortgage Loans are to be sold

Following a breach of the Pre-Maturity Test and/or the occurrence of an Issuer Event of Default, service on the Issuers and the Guarantor of an Issuer Acceleration Notice and service on the Covered Bond Guarantor of a Notice to Pay (but prior to the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable), the Covered Bond Guarantor will be obliged to commence an offer process to sell Selected Mortgage Loans to third party purchasers, subject to a right of pre-emption enjoyed by the Seller pursuant to the terms of the Mortgage Sale Agreement (see "*Summary of the Principal Documents – Establishment Deed – Method of Sale of Selected Mortgage Loans*"). In respect of any sale of Selected Mortgage Loans to third parties, however, the Covered Bond Guarantor will not be permitted to give representations or warranties in respect of those Selected Mortgage Loans (unless expressly agreed by the Security Trustee or otherwise agreed with the Seller). There is no assurance that the Seller would give any warranties or representations in respect of the Selected Mortgage Loans. Any Representations or Warranties previously given by the Seller in respect of the Mortgage Loans in the Mortgage Loan Portfolio may not have value for a third party purchaser if the Seller is then insolvent. Accordingly, there is a risk that the realisable value of the Selected Mortgage Loans could be adversely affected by the lack of representations and warranties which in turn could adversely affect the ability of the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

New Zealand Mortgage Market

ASBBL's business includes mortgage lending in New Zealand with loans secured against residential property. The recent downturn in the New Zealand economy has had a negative effect on the housing market. The fall in property prices resulting from the deterioration in the housing market could result in losses being incurred by lenders where the net recovery proceeds are insufficient to redeem the outstanding loan. Any deterioration in the quality of the Mortgage Loan Portfolio could have an adverse effect on the Covered Bond Guarantor's ability to make payment under the Covered Bond Guarantee. There can be no assurance that the housing market will not continue to deteriorate.

The current New Zealand economic environment may affect the rate at which the Seller originates new Mortgage Loans and may also affect the level of attrition of the Seller's existing Borrowers, which could in turn adversely affect the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

Geographic concentration of the Mortgage Loans

To the extent that specific geographic regions have experienced or may experience in the future weaker regional economic conditions and housing markets than other regions, a concentration of the Mortgage Loans in such a region may be expected to exacerbate any or all of the risks relating to the Mortgage Loans described in this section. The Covered Bond Guarantor can predict neither when nor where such regional economic declines may occur nor to what extent or for how long such conditions may continue but if the timing and payment of the Mortgage Loans in the Mortgage Loan Portfolio is adversely affected as described above, the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee could be reduced or delayed.

Default by Borrowers in paying amounts due on their Mortgage Loans

Borrowers may default on their obligations due under the Mortgage Loans. Defaults may occur for a variety of reasons. The Mortgage Loans are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal on the Mortgage Loans. These factors include changes in the national, regional or international economic climate such as: volatility in interest rates; lack of liquidity in wholesale funding markets in periods of stressed economic conditions, economic or political crisis; housing market illiquidity and downward price pressure; commencement of recession and employment fluctuations; the availability of financing; consumer perception as to the continuing availability of credit and price competition which may have an adverse impact on delinquency and repossession rates; inflation; yields on alternative investments; and political developments and government policies, including changes in tax laws. Other factors in Borrowers' individual, personal or financial circumstances may also affect the ability of Borrowers to repay the Mortgage Loans. Loss of earnings, illness, separation, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers, and could ultimately have an adverse impact on the ability of Borrowers to repay the Mortgage Loans.

The rate of prepayments on Mortgage Loans may be increased due to Borrowers refinancing their Mortgage Loans and sales of any property charged by a Mortgage (either voluntarily by Borrowers or as a result of enforcement action taken), as well as the receipt of proceeds from other investments, buildings insurance and life assurance policies. The rate of prepayment of Mortgage Loans may also be influenced by the presence or absence of Early Repayment Charges.

In addition, the ability of a Borrower to sell a property charged by a Mortgage which secures a Mortgage Loan at a price sufficient to repay the amounts outstanding under that Mortgage Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values and the property market in general at the time of such proposed sale. Downturns in the New Zealand economy have had, and could continue to have, a negative effect on the housing market.

Further, the Mortgage Loan market in New Zealand is highly competitive. This competitive environment may affect the rate at which the Seller originates new Mortgage Loans and may also affect the repayment rate of existing Mortgage Loans.

Climatic events, geological events, such as volcanic or seismic activity, plant or animal diseases or other extrinsic events, such as flu pandemics, could have a negative effect on a Borrower's ability to pay interest or repay principal on their Mortgage Loan.

If the timing and payment of the Mortgage Loans is adversely affected by any of the risks described above, the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee could be reduced or delayed.

The Current Principal Balance of any Mortgage Loans in the Mortgage Loan Portfolio that are subject to a Default will be given a zero value for the purposes of any calculation of the Asset Coverage Test and the Amortisation Test.

Seller to initially retain legal title to the Mortgages

Each sale by the Seller to the Covered Bond Guarantor of the benefit of the Mortgage Loans is an absolute assignment of a legal thing in action under section 50 of the PLA.

This means that all the rights of the Seller in relation to the Mortgage Loans, all the remedies of the Seller in relation to the Mortgage Loans and the power to give a good discharge to the relevant Borrower pass to the Covered Bond Guarantor. It is not necessary for notice to be provided to the relevant Borrower before the rights, remedies and powers in relation to the Mortgage Loans pass to the Covered Bond Guarantor. However, the passing of those rights, remedies and powers is subject to any equities in relation to the Mortgage Loan that arise before the relevant Borrower has actual notice of the assignment. Payment by a Borrower to the Seller of all or part of the debt under a Mortgage Loan before the Borrower receives actual notice of the assignment discharges the liability of the Borrower to the extent of the payment. The registration of a financing statement on the PPSR in relation to the transfer of Mortgage Loans under the Mortgage Sale Agreement does not constitute notice of the assignment to the relevant Borrowers

The transfer of the Mortgages by the Seller to the Covered Bond Guarantor is an equitable assignment of an existing legal interest in land. The Mortgage Sale Agreement does not, without more, convey or transfer to the Covered Bond Guarantor the legal title to the Mortgages. The transfer of the legal title to the Mortgages over registered land would require the execution of an A&I Form or submission by way of e-dealing to record the Covered Bond Guarantor's legal interest in the Mortgage at LINZ.

The Covered Bond Guarantor will, however, have the right to execute A&I Forms or make a submission by way of e-dealing at LINZ to transfer legal title to the Mortgages to the Covered Bond Guarantor and deliver notifications to relevant Borrowers notifying such Borrowers of the sale of the Mortgage Loans in the Mortgage Loan Portfolio and the Related Security to the Covered Bond Guarantor in the limited circumstances described in "*Summary of the Principal Documents – Mortgage Sale Agreement – Perfection of title to the Mortgage Loans to the Covered Bond Guarantor*" and until such right arises the Covered Bond Guarantor will not give notice of the sale of the Mortgage Loans and the Related Security to any Borrower or register or record its interest in the Mortgages at LINZ or take any other steps to perfect its title to the Mortgages.

Where an entity becomes subject to statutory management under either the RBNZ Act or the Corporations (Investigation and Management) Act 1989, a moratorium will apply and, among other things, it is an offence for any person, without the consent of the statutory manager, to sell or transfer any property of the entity in statutory management. If the Seller became subject to statutory management, it is uncertain whether the legal title to the Mortgages (which the Seller holds on bare trust for the Covered Bond Guarantor) would constitute "property" of the Seller and consent of the statutory manager would therefore be required for the Seller to transfer the legal title to the Mortgages to the Covered Bond Guarantor. The moratorium also prohibits any person from acting as the agent of an entity in statutory management and there is uncertainty as to whether the restriction would prevent the Covered Bond Guarantor from acting as the Seller's attorney under the Seller Power of Attorney for the purposes of transferring the legal title to the Mortgages to the Covered Bond Guarantor without the permission of the statutory manager. If the Seller was to become subject to statutory management, it is likely that the statutory manager would be appointed under the RBNZ Act. Under the RBNZ Act, in exercising its powers the statutory manager must have regard to the advice of the RBNZ.

At any time during which the Covered Bond Guarantor does not hold legal title to the Mortgages by registration LINZ or submission of e-dealing or has not provided notification to the relevant Borrower, the following risks exist:

- (a) first, if the Seller wrongly sells a Mortgage, which has already been sold to the Covered Bond Guarantor, to another person and that person acted in good faith and did not have notice of the interests of the Covered Bond Guarantor in the Mortgage, then such person might obtain good title to the Mortgage Loan and the Related Security, free from the interests of the Covered Bond Guarantor. If this occurred then the Covered Bond Guarantor would not have good title to the affected Mortgage Loan. However, the risk of third party claims obtaining priority to the interests of the Covered Bond Guarantor would be likely to be limited to circumstances arising from a breach by the Seller of its contractual obligations or fraud, negligence or mistake on the part of the Seller or the Covered Bond Guarantor or their respective personnel or agents;
- (b) secondly, until notice of the transfer to the Covered Bond Guarantor has been provided to the relevant Borrowers, the rights of the Covered Bond Guarantor may be subject to the rights of the Borrowers

against the Seller, as applicable, such as rights of set-off, which occur in relation to transactions made between Borrowers and the Seller, and the rights of Borrowers to redeem their Mortgages by repaying the Mortgage Loans directly to the Seller; and

- (c) thirdly, unless the Covered Bond Guarantor, or the Trust Manager on its behalf, has perfected its title to the Mortgages (which it is only entitled to do in certain limited circumstances), the Covered Bond Guarantor would not be able to enforce any Borrower's obligations under a Mortgage itself but would have to join the Seller as a party to any legal proceedings.

If the risks described in (a), (b) or (c) above were to occur, then the realisable value of the Mortgage Loan Portfolio or any part thereof and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee may be affected.

In October 2010, the RBNZ published a consultation document on covered bonds. As part of the consultation document, the RBNZ proposed a formal regulatory framework to support the issuance of covered bonds by New Zealand financial institutions including the introduction of a legislative framework. The nature of the legislative framework is yet to be finalised, but has been proposed to take the form of either (i) a registration framework, under which investors' rights to the asset pool of a registered covered bond would be protected from the insolvency or statutory management of the issuer of the covered bonds (or any guarantor of the issuer), or (ii) a safe harbour framework, under which the investors' rights to the asset pool of a covered bond would receive the relevant protection provided that the covered bond programme structure was consistent with the relevant legislative criteria. In its May 2011 Financial Stability Report, the RBNZ stated that it is continuing to work on the development of the wider regulatory framework, including legislative changes to provide additional certainty for investors, and disclosure requirements. The RBNZ expects to finalise the framework by the end of 2011. Given that the details of such framework are not known at this time, there is no certainty that the Covered Bond Guarantor or the Programme would receive the benefit of either a safe harbour framework or be grandfathered onto any register if a registration framework was adopted.

Value of the Mortgage Loan Portfolio

The guarantee granted by the Covered Bond Guarantor in respect of the Covered Bonds, will, inter alia, be backed by the Covered Bond Guarantor's interest in the Mortgage Loan Portfolio. Since the economic value of the Mortgage Loan Portfolio may increase or decrease, the value of the Covered Bond Guarantor's assets may decrease (for example if there is a general decline in property values). Neither the Issuers, the Guarantor nor the Covered Bond Guarantor makes any representation, warranty or guarantee that the value of a Property will remain at the same level as it was on the date of the origination of the related Mortgage Loan or at any other time. The value of the Mortgage Loan Portfolio may have been significantly reduced by the overall decline in property values experienced by the residential property market in New Zealand and may also be further reduced by any additional decline in the value of properties within the Mortgage Loan Portfolio. This, ultimately, may result in losses to the Covered Bondholders if such security is required to be enforced.

The Servicing Guidelines

Each of the Mortgage Loans in the Mortgage Portfolio originated by the Seller will have been originated in accordance with the Seller's policies and guidelines applicable at the time of origination. The Seller's policies and guidelines consider a variety of factors such as a potential Borrower's credit history, employment history and status and repayment ability, as well as the value of the Property to be mortgaged. In the event of the sale of any new Mortgage Loans and the Related Security to the Covered Bond Guarantor, representations and warranties will at such time be given by the Seller to the Covered Bond Guarantor and the Security Trustee that those new Mortgage Loans and the Related Security were originated in accordance with the Seller's Servicing Guidelines then applicable at the time of the origination of such new Mortgage Loans. However, the Seller retains the right to amend or revise its Servicing Guidelines as determined from time to time.

If any new Mortgage Loans which have been originated under revised Servicing Guidelines are then sold to the Covered Bond Guarantor pursuant to the terms of the Mortgage Sale Agreement, the characteristics of the Mortgage Loan Portfolio could at such time change. This could lead to a delay or reduction in the payments received by the Covered Bondholders under the Covered Bond Guarantee.

Limited recourse to the Seller

The Covered Bond Guarantor, the Bond Trustee and the Security Trustee will not undertake any investigations, searches or other actions on any Mortgage Loan or the Related Security and will rely instead on the Representations and Warranties given in the Mortgage Sale Agreement by the Seller in respect of the Mortgage Loans sold by the Seller to the Covered Bond Guarantor.

In the event of a material breach of any of the Representations and Warranties made by the Seller or if any of the Representations and Warranties proves to be materially untrue, in each case in respect of any Mortgage Loan in the Mortgage Loan Portfolio and/or the Related Security as at the date on which such representation and warranty is given (having regard to, among other things, whether a loss is likely to be incurred in respect of the Mortgage Loan to which the breach relates after taking into account the likelihood of recoverability or otherwise of any sums under any applicable Insurance Contracts), and further provided that (a) the Covered Bond Guarantor (with the consent of the Security Trustee) or the Security Trustee has given the Seller not less than 28 days' notice in writing, and (b) such breach or untruth, where capable of remedy, is not remedied to the satisfaction of, or waived by, the Covered Bond Guarantor (with the consent of the Security Trustee) or the Security Trustee within the 28 day period referred to in (a) (or such longer period as may be agreed), then the Covered Bond Guarantor may serve upon the Seller a notice in the form of a Mortgage Loan Repurchase Notice whereupon the Covered Bond Guarantor will be required to sell and the Seller will be required to repurchase the relevant Mortgage Loan and the Related Security, unless the Related Security also secures another Mortgage Loan in the Mortgage Loan Portfolio, together for the Repurchase Price.

There can be no assurance that the Seller, in the future, will have the financial resources to repurchase from the Covered Bond Guarantor a Mortgage Loan or Mortgage Loans and the Related Security. However, if the Seller does not repurchase those Mortgage Loans and the Related Security which are in material breach of the Representations and Warranties as at the date which these are given then the LVR Adjusted Mortgage Loan Balance Amount or the Asset Percentage Adjusted Mortgage Loan Balance Amount of those Mortgage Loans (as applicable) will be deducted from the calculation of the Adjusted Aggregate Mortgage Loan Amount in the calculation of the Asset Coverage Test (except for any Mortgage Loans in Default, which for the purposes of calculating the LVR Adjusted Mortgage Loan Balance Amount and the Asset Percentage Adjusted Mortgage Loan Balance Amount are given a zero value). There is no further recourse to the Seller in respect of a material breach of a Representation or Warranty.

LEGAL AND OTHER CONSIDERATIONS

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) Covered Bonds are legal investments for it, (b) Covered Bonds can be used as collateral for various types of borrowing, (c) Covered Bonds can be used as repo-eligible securities and (d) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

Mortgage Loans regulated by the Credit Contracts Act 1981 and the Credit Contracts and Consumer Finance Act 2003

The Credit Contracts Act 1981 (CCA) and the Credit Contracts and Consumer Finance Act 2003 (CCCFA) impose requirements on Mortgage Loans which are regulated credit contracts.

Each Mortgage Loan is a credit contract regulated by the CCCFA or the CCA. The CCCFA applies to all credit contracts entered into from 1 April 2005, and the CCA applies to all credit contracts entered into prior to 1 April 2005 unless an election has been made for the CCCFA to apply to the relevant credit contract. Both the CCA and the CCCFA set out specific requirements for certain credit contracts in relation to required initial and ongoing disclosure, fees and terms provided by the credit contracts and the exercise of powers by the creditor under the credit contracts. Where a credit contract is entered into between a natural person and a creditor in the business of providing credit, and in the case of the CCCFA the contract is entered into for primarily personal, domestic or household purposes, the contract is a "controlled credit contract" under the CCA or a "consumer credit contract" under the CCCFA.

Pursuant to the terms of the Mortgage Sale Agreement, the Seller will represent and warrant to, among others, the Covered Bond Guarantor that each Mortgage Loan and the Related Security complies with the relevant requirements for credit contracts and consumer credit contracts in the CCA and the CCCFA (to the extent that those statutes are applicable to the Mortgage Loan and the Related Security) (or to the extent of any non-compliance, such non-compliance would not affect the enforceability of the Mortgage Loan and the Related Security).

Reopening oppressive credit contracts

Part 1 of the CCA and part 5 of the CCCFA set out provisions for reopening oppressive credit contracts. The relevant provisions give a court power to reopen a credit contract where the court considers that the contract is oppressive, a party to the contract has exercised a power conferred by the contract in an oppressive manner or a party to the contract has induced the other party to enter into the credit contract by oppressive means. In this context, "oppressive" means harsh, unjustly burdensome, unconscionable or in contravention of reasonable standards of commercial practice. Where a court reopens a credit contract it has a wide discretion to make the orders it thinks necessary to remedy the matters that caused the contract to be reopened. Orders can include ordering a party to transfer property or pay a sum the court thinks fit to any other party, altering obligations under the contract, ordering compliance with or performance of obligations under the contract, setting aside the contract or terms of the contract, ordering a party to indemnify another party and ordering a party to refrain from doing any act or thing in relation to any other party.

Variations to agreements regulated by the CCA and the CCCFA

Variation of controlled credit contracts is regulated under the CCA and variation of consumer credit contracts is regulated under the CCCFA.

Under the CCA, an agreement for variation of a controlled credit contract must be disclosed to every debtor (and guarantor) under the controlled credit contract not later than 15 working days after the entering into of the contract for the variation. The provisions relating to disclosure of variations under the CCA do not apply where the creditor has exercised a power or made a determination under the credit contract, or released security, reduced amounts outstanding, altered the cost of credit, the period of the contract or altered the number, frequency or amounts of payments under the contract.

Under the CCCFA, the parties may enter into an agreement to change the consumer credit contract. In those circumstances disclosure of the variation must be made before the change takes effect. However, disclosure is not required if the change reduces the debtor's obligations, extends the time for payment, releases any security or changes the place where payments are to be made. Where the creditor exercises a power under the contract to make changes in relation to the interest rates, payments (including amounts, time for payments, frequency or method of calculating payments), fees or charges under the contract, disclosure to the debtor must be made within five working days of the change taking effect, unless the change reduces the obligations of the debtor, extends time for payment or increases the credit limits of the contract.

Ability to charge and recover fees on the Mortgage Loans

The CCCFA prohibits consumer credit contracts from providing for credit fees or default fees which are unreasonable. A court has the power to reduce or annul fees under a consumer credit contract if it is satisfied that those fees are unreasonable. "Credit fees" means fees or charges payable by the debtor under the credit contract, or payable by the debtor to, or for the benefit of the creditor under the credit contract, other than interest charges, charges for optional services, default fees or default interest charges and government charges, duties, taxes or levies. Establishment fees and prepayment fees are credit fees.

In determining whether an establishment fee is unreasonable the court must have regard to whether the fee is equal to or less than the reasonable costs of the creditor in connection with the application for credit, processing and considering the application, documenting the contract and advancing the credit, and whether those costs are equal to or less than the average costs for that category of credit contract.

Credit fees on prepayment will only be unreasonable where they exceed a reasonable estimate of the creditor's loss from the part or full prepayment of the contract. A formula for calculating reasonable credit fees on full prepayment is prescribed by regulations. Creditors can use the prescribed formula or may use another appropriate formula set out in the relevant consumer credit contract. Where the creditor uses the prescribed

formula to calculate the fee on full prepayment, the fee will be treated by a court as a reasonable estimate of the creditor's loss.

In determining whether other fees are unreasonable, the court must have regard to whether the fee compensates the creditor for costs and losses incurred by the creditor and to the reasonable standards of commercial practice.

No assurance can be given that additional laws and regulations will not arise with regard to the mortgage market in New Zealand generally, the Seller's particular sector in that market or specifically in relation to the Seller (including, without limitation, in the ability to charge, or the level of, early repayment fees or other types of fees and charges payable in respect of the Mortgage Loans). Any such action or developments or compliance costs may have a material adverse effect on the Mortgage Loan Portfolio, the Seller, the Covered Bond Guarantor, ASBBL and/or the Servicer and their respective businesses and operations.

This may adversely affect the Covered Bond Guarantor's ability to make payments in relation to the Covered Bond Guarantee when due.

Banking Ombudsman Scheme

ASBBL is a participating bank under the Banking Ombudsman Scheme. Subject to certain exceptions, including where complaints exceed the financial limit (currently \$200,000) or relate to the participating banks commercial judgement or interest rate policies, the Banking Ombudsman has the power to consider complaints about financial services provided by a participating bank and make recommendations for the settlement or withdrawal of the complaints. The Banking Ombudsman must consider complaints on a case by case basis with regard to what would be fair in all the circumstances of the case, the law and any relevant judicial authority and general principles of good banking practice. Complaints to the Banking Ombudsman must first have been considered by the internal complaint procedures of the participating bank and must have reached deadlock. The Banking Ombudsman may recommend that a participating bank pay money to a complainant or not pursue repayment of all of part of a debt (up to the financial limit). Any such recommendation may adversely affect the value at which the Mortgage Loans could be realised and accordingly the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee and may have an adverse effect on ASBBL and its businesses and operations.

Basel Capital Accord

A framework has been developed by the Basel Committee on Banking Supervision following the proposals from the Basel Committee on Banking Supervision for reform of the 1988 Capital Accord, with an emphasis on market discipline and sensitivity to risk. A comprehensive version of the text of the framework was published in June 2006 titled "International Convergence of Capital Measurement and Capital Standards: A Revised Framework (Comprehensive Version)" (the **Framework**), to be implemented in stages. Given that the Framework is not self-implementing, implementation dates in participating countries are dependant on the relevant national implementation process in those countries.

In December 2010, the Basel Committee issued documents outlining a revised framework for bank capital and liquidity regulations, which is intended to address lessons learned from the global financial crisis that began in 2007.

As and when implemented, the Framework (and any relevant changes) may affect the risk-weighting of the Covered Bonds for investors who are subject to capital adequacy requirements that follow the Framework. Investors should consult their own advisers as to the consequences to, and effect on, them of the application of the Framework and any relevant implementing measures. Proposals and guidelines for implementing the Framework in certain participating jurisdictions are still in development and no predictions can be made as to the precise effects of these or of any changes to the Framework on any investor or otherwise.

Restrictions On Transfer

The Covered Bonds, the Guarantee and the Covered Bond Guarantee have not been and will not be registered under the Securities Act, and may not be offered or sold in the United States or to or for the benefit of U.S. persons unless such securities are registered under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

No sale, assignment, participation, pledge or transfer of a Covered Bond or any interest therein may be made unless made in compliance with the transfer and selling restrictions set forth under "*Subscription and Sale and Selling Restrictions*" below.

The Global Covered Bonds will be held by or on behalf of Euroclear and/or Clearstream, Luxembourg and/or an Alternative Clearing System, investors will have to rely on their procedures for transfer, payment and communication with the Relevant Issuer and/or the Guarantor

Covered Bonds issued under the Programme may be represented by one or more Global Covered Bonds. Such Global Covered Bonds will be deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg and/or a clearing system other than Euroclear and/or Clearstream, Luxembourg (an **Alternative Clearing System**). Apart from the circumstances described in the relevant Global Covered Bond, investors will not be entitled to Covered Bonds in definitive form. Euroclear and/or Clearstream, Luxembourg and/or any relevant Alternative Clearing System will maintain records of the beneficial interests in the Global Covered Bonds. While the Covered Bonds are represented by one or more Global Covered Bonds, investors will be able to trade their beneficial interests only through Euroclear and/or Clearstream, Luxembourg and/or any relevant Alternative Clearing System.

While the Covered Bonds are represented by one or more Global Covered Bonds, the Relevant Issuer and the Guarantor will discharge their payment obligations under the Covered Bonds by making payments to the common depositary for Euroclear and/or Clearstream, Luxembourg and/or any relevant Alternative Clearing System for distribution to their relevant account holders. A holder of a beneficial interest in a Global Covered Bond must rely on the procedures of Euroclear and/or Clearstream, Luxembourg and/or any relevant Alternative Clearing System to receive payments under the relevant Covered Bonds. The Issuers and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Covered Bonds.

Holders of beneficial interests in the Global Covered Bonds will not have a direct right to vote in respect of the relevant Covered Bonds. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and/or Clearstream, Luxembourg and/or any relevant Alternative Clearing System to appoint appropriate proxies.

EU Savings Directive and other Withholding Tax Obligations

Under EC Council Directive 2003/48/EC on the taxation of savings income (see "*Taxation - Savings Directive*"), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment in respect of a Covered Bond were to be made by or collected through a person in a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer, the Guarantor, the Covered Bond Guarantor nor any Paying Agent nor any other person by or through whom a payment in respect of the Covered Bond is made or received would be obliged to pay additional amounts with respect to such Covered Bond as a result of the imposition of such withholding tax (see Condition 7 (*Taxation*)). The Relevant Issuer, the Guarantor (where the Relevant Issuer is ASBFL) and, if applicable, the Covered Bond Guarantor will be required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive (see Condition 2.6 (*Transfer*)).

There may be other occasions in other jurisdictions in which an amount of, or in respect of, tax is required to be withheld from a payment in respect of any Covered Bond and in respect of which neither the Issuer, the Guarantor, the Covered Bond Guarantor, any Paying Agent nor any other person would be obliged to pay additional amounts with respect to such Covered Bond as set out in Condition 7 (*Taxation*) of the Covered Bonds (see "*Terms and Conditions of the Covered Bonds*").

Differences in timings of obligations of the Covered Bond Guarantor and the Covered Bond Swap Provider under the Covered Bond Swaps

The Covered Bond Guarantor will, following service of a Notice to Pay on the Covered Bond Guarantor, pay or provide for payment of an amount to each corresponding Covered Bond Swap Provider on a monthly basis. The Covered Bond Swap Provider may not be obliged to make corresponding swap payments to the Covered Bond Guarantor under a Covered Bond Swap until amounts are Due for Payment under the Covered Bond Guarantee. If a Covered Bond Swap Provider does not meet its payment obligations to the Covered Bond Guarantor under the Covered Bond Swap Agreement or such Covered Bond Swap Provider does not make a termination payment that has become due from it to the Covered Bond Guarantor under the Covered Bond Swap Agreement, the Covered Bond Guarantor may have a larger shortfall in funds with which to make payments under the Covered Bond Guarantee with respect to the Covered Bonds than if the Covered Bond Swap Provider's payment obligations coincided with the Covered Bond Guarantor's payment obligations under the Covered Bond Swap. Hence, the difference in timing between the obligations of the Covered Bond Guarantor and the obligations of the Covered Bond Swap Providers under the Covered Bond Swaps may affect the Covered Bond Guarantor's ability to make payments, following service of a Notice to Pay on the Covered Bond Guarantor, under the Covered Bond Guarantee with respect to the Covered Bonds. A Covered Bond Swap Provider may be required, following a downgrade of its credit ratings below the credit ratings specified in the relevant Covered Bond Swap Agreement pursuant to the terms of the Covered Bond Swap Agreement, to post collateral with the Covered Bond Guarantor.

Covered Bonds where denominations involve integral multiples: definitive Covered Bonds

In relation to any issue of Covered Bonds that have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Covered Bonds may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a Covered Bondholder who, as a result of trading such amounts, holds a principal amount which (after deducting integral multiples of such minimum Specified Denomination) is less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a Definitive Covered Bond in respect of such holding (should Definitive Covered Bonds be printed) and would need to purchase an additional principal amount of Covered Bonds such that its holding amounts to the minimum Specified Denomination. If Definitive Covered Bonds are issued, Covered Bondholders should be aware that Definitive Covered Bonds that have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Exchange rate risks and exchange controls

The Issuers and the Guarantor (in the case of Covered Bonds issued by ASBFL), as the case may be, will pay principal and interest on the Covered Bonds and the Covered Bond Guarantor will make any payments under the Covered Bond Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency or the Specified Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Covered Bonds, (2) the Investor's Currency-equivalent value of the principal payable on the Covered Bonds and (3) the Investor's Currency-equivalent market value of the Covered Bonds. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Changes of law and/or regulatory, accounting and/or administrative practices

The structure of the issue of the Covered Bonds and the ratings which are to be assigned to them are based on New Zealand law, regulatory, accounting and administrative practice in effect as at the date of this Prospectus, and having due regard to the expected tax treatment of all relevant entities under New Zealand tax law and the published practice of the New Zealand Inland Revenue Department in force or applied in New Zealand as at the date of this Prospectus. No assurance can be given as to the impact of any possible change to New Zealand law, regulatory, accounting or administrative practice in New Zealand or to New Zealand tax law, or the interpretation or administration thereof, or to the published practice of the New Zealand Inland Revenue as applied in New Zealand after the date of this Prospectus, nor can any assurance be given as to whether any such

change would adversely affect the ability of the Issuers and/or the Guarantor to make payments under the Covered Bonds and/or the Guarantee when due or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee when due.

FORM OF THE COVERED BONDS

The Covered Bonds of each Series will be in either bearer form, with or without receipts, interest coupons and/or talons attached, or registered form, without receipts, interest coupons and/or talons attached. Bearer Covered Bonds will be issued outside the United States in reliance on Regulation S and Registered Covered Bonds may be issued both outside the United States in reliance on Regulation S and within the United States in reliance on Rule 144A or Section 4(2) under the Securities Act.

Bearer Covered Bonds

Each Tranche of Bearer Covered Bonds will be initially issued in the form of a temporary global covered bond without receipts and interest coupons attached (a **Temporary Bearer Global Covered Bond**) which will:

- (i) if the Bearer Global Covered Bonds (as defined below) are issued NGCB form, as stated in the applicable Final Terms, be delivered on or prior to the issue date of the relevant Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear and Clearstream, Luxembourg; and
- (ii) if the Bearer Global Covered Bonds are not issued in NGCB form, be delivered on or prior to the issue date of the relevant Tranche to a common depository (the **Common Depository**) for Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Covered Bond is represented by a Temporary Global Covered Bond, payments of principal, interest (if any) and any other amount payable in respect of the Bearer Covered Bonds due prior to the Exchange Date (as defined below) will be made (against presentation at the specified office of the Principal Paying Agent of the Temporary Global Covered Bond if the Temporary Global Covered Bond is not issued in NGCB form) only to the extent that certification (in a form to be provided by Euroclear and/or Clearstream, Luxembourg) to the effect that the beneficial owners of interests in such Bearer Covered Bond are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Covered Bond is issued, interests in such Temporary Global Covered Bond will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a permanent global covered bond without receipts and interest coupons attached (a **Permanent Bearer Global Covered Bond** and, together with the Temporary Global Covered Bonds, the **Bearer Global Covered Bonds** and each a **Bearer Global Covered Bond**) of the same Series or (b) for Bearer Definitive Covered Bonds of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of Bearer Definitive Covered Bonds, to such notice period as is specified in the applicable Final Terms), in each case against certification of non-U.S. beneficial ownership as described above unless such certification has already been given. Purchasers in the United States and certain U.S. persons will not be able to receive Bearer Definitive Covered Bonds or interests in the Permanent Bearer Global Covered Bond. The holder of a Temporary Bearer Global Covered Bond will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Covered Bond for an interest in a Permanent Bearer Global Covered Bond or for Bearer Definitive Covered Bonds is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Covered Bond will be made through Euroclear and/or Clearstream, Luxembourg against presentation or surrender at the specified office of the Principal Paying Agent (as the case may be) of the Permanent Bearer Global Covered Bond (if the Permanent Global Covered Bond is not issued in NGCB form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Bearer Definitive Covered Bonds with, where applicable, receipts, interest coupons and talons attached upon either (a) provided the Covered Bond has only one Specified Denomination, or has multiple Specified Denominations that are all integral multiples of the minimum Specified Denomination not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) to the Principal Paying Agent as described therein or (b) upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that 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. The Issuer will promptly give notice to Covered Bondholders of each Series of Bearer Global Covered Bonds in accordance with Condition 12 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) or the Bond Trustee may give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Bearer Global Covered Bonds, Bearer Definitive Covered Bonds and any Coupons, Talons or Receipts attached thereto will be issued pursuant to the Principal Agency Agreement.

The following legend will appear on all Permanent Bearer Global Covered Bonds and Bearer Definitive Covered Bonds that have an original maturity of more than one year and on all receipts and interest coupons relating to such Permanent Bearer Global Covered Bonds and Bearer Definitive Covered Bonds:

"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."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Covered Bonds, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale or other disposition in respect of such Bearer Covered Bonds, receipts or interest coupons.

Covered Bonds which are represented by a Bearer Global Covered Bond will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Covered Bonds

The Registered Covered Bonds of each Tranche offered and sold in reliance on Regulation S will initially be represented by a global covered bond in registered form (a **Regulation S Global Covered Bond**). Prior to expiry of the Distribution Compliance Period applicable to each Tranche of Covered Bonds, beneficial interests in a Regulation S Global Covered Bond may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 (*Transfer*) and may not be held otherwise than through Euroclear or Clearstream, Luxembourg, and such Regulation S Global Covered Bond will bear a legend regarding such restrictions on transfer (see Subscription and Sale and Selling Restrictions).

The Registered Covered Bonds of each Tranche offered and sold in the United States or to U.S. persons will only be offered and sold in private transactions to QIBs who agree to purchase the Covered Bonds for their own account and not with a view to the distribution thereof.

The Registered Covered Bonds of each Tranche sold to QIBs will be represented by a global covered bond in registered form (a **Rule 144A Global Covered Bond** and, together with a Regulation S Global Covered Bond, the **Registered Global Covered Bonds**).

Registered Global Covered Bonds will either (i) be deposited with a custodian for DTC, and registered in the name of DTC or its nominee or (ii) be deposited with the Common Depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg, as specified in the applicable Final Terms. In the case of a Regulation S Global Covered Bond registered in the name of a nominee of DTC, prior to the end of the distribution compliance period (as defined in Regulation S) applicable to the Covered Bonds represented by such Regulation S Global Covered Bond, interests in such Regulation S Global Covered Bond may only be held through the accounts of Euroclear and Clearstream, Luxembourg. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system, such as DTC. Persons holding beneficial interests in Registered Global Covered Bonds will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of Definitive Covered Bonds in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Covered Bonds will, in the absence of provision to the contrary, be made to the person shown on the Register on the Record Date (as defined in Condition 6.2 (*Payments in respect of Registered Covered Bonds*)) as the registered holder of the Registered Global Covered Bonds. None of the Issuer, the Covered Bond Guarantor, the Bond Trustee, any

Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries 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.

Payments of principal, interest or any other amount in respect of the Registered Covered Bonds in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.2 (*Payments in respect of Registered Covered Bonds*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Registered Definitive Covered Bonds without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (a) in the case of a Registered Global Covered Bond registered in the name of DTC or its nominee, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depositary for the Covered Bonds and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act or (b) in the case of a Registered Global Covered Bond registered in the name of the Common Depositary 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. The Issuer will promptly give notice to Covered Bondholders of each Series of Registered Global Covered Bonds in accordance with Condition 12 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any registered holder of an interest in such Registered Global Covered Bond) or the Bond Trustee may 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.

Definitive Rule 144A Covered Bonds will be issued only in minimum denominations of U.S.\$250,000 and integral multiples of U.S.\$1,000 in excess thereof (or the approximate equivalents in the applicable Specified Currency).

Transfer of Interests

Interests in a Registered Global Covered Bond may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Covered Bond with written certification from the transferor in accordance with the provisions of the Agency Agreement. No beneficial owner of an interest in a Registered Global Covered Bond will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. Registered Covered Bonds are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see Subscription and Sale and Selling Restrictions.

General

Pursuant to the Principal Agency Agreement, the Principal Paying Agent shall arrange that, where a further Tranche of Covered Bonds is issued which is intended to form a single Series with an existing Tranche of Covered Bonds, the Covered Bonds of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CUSIP and CINS number which are different from the common code, ISIN, CUSIP and CINS number assigned to Covered Bonds of any other Tranche of the same Series until at least the Exchange Date applicable to the Covered Bonds of such further Tranche.

Any reference herein to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Bond Trustee.

No Covered Bondholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer, the Guarantor or the Covered Bond Guarantor unless the Bond Trustee or, as the case may be, the Security Trustee, having become so bound to proceed, fails so to do within a reasonable period and the failure shall be continuing.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which, subject to any necessary amendment, will be completed for each Tranche of Covered Bonds issued under the Programme. Text in this section appearing in italics does not form part of the Final Terms but denotes directions for completing the Final Terms.

[Date]

[ASB Bank Limited/ASB Finance Limited, London Branch¹]

**Issue of [Aggregate Nominal Amount of Tranche or Series] [Title of Covered Bonds]
[unconditionally guaranteed by ASBBL and²]
irrevocably and unconditionally guaranteed as to payment of principal and interest by
ASB Covered Bond Trustee Limited under the
€7,000,000,000 ASB Covered Bond Programme**

The Prospectus referred to below (as completed by this Final Terms) has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Covered Bonds. Accordingly any person making or intending to make an offer in that Relevant Member State of the Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer[, the Guarantor] or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer[, the Guarantor] nor any Dealer has authorised, nor do they authorise, the making of any offer of Covered Bonds in any other circumstances.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Prospectus dated [date] [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**). This document constitutes the final terms of the Covered Bonds described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus [as so supplemented]. Full information on the Issuer[, the Guarantor] and the Covered Bond Guarantor and the offer of the Covered Bonds is only available on the basis of the combination of this Final Terms and the Prospectus. Copies of the Prospectus [and the supplemental Prospectus] are available free of charge to the public at [●] and from the specified office of the Principal Paying Agent.

[The following alternative language applies if the Covered Bonds are to be issued pursuant to Rule 144A.

THE COVERED BONDS REFERRED TO HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE **SECURITIES ACT**) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) EXCEPT IN CERTAIN TRANSACTIONS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE COVERED BONDS THAT ARE REPRESENTED BY A RESTRICTED GLOBAL CERTIFICATE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT (**RULE 144A**) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT

¹ Delete as applicable

² Delete if Issuer is ASBBL

PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR RESALES OF THE COVERED BONDS.]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs.]

[When completing any final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

[If the Covered Bonds have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

1. Issuer: [ASBBL/ASBFL]
2. Guarantor[s]: [ASBBL *[Note: only where the Issuer is ASBFL]* and ASB Covered Bond Trustee Limited]
3. (i) Series of which Covered Bonds are to be treated as forming part: [●]
 (ii) Tranche Number: [●]
(If fungible with an existing Series, details of that Series, including the date on which the Covered Bonds become fungible)
4. Specified Currency or Currencies: [●]
5. Aggregate Nominal Amount of Covered Bonds:
 (i) Series: [●]
 (ii) Tranche: [●]
6. Issue Price of Tranche: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (in the case of fungible issues only, if applicable)]
7. (i) Specified Denominations: [●]
(in the case of Registered Covered Bonds, this means the minimum integral amount in which transfers can be made) [●]
(N.B. Where Bearer Covered Bonds with multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed: €[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] [or] [\$250,000 and integral multiples of \$1,000 in excess thereof (or the U.S. dollar equivalent for Rule 144A Covered Bonds issued in a currency other than U.S. dollars.))
(N.B. If an issue of Covered Bonds is (i) NOT admitted to trading on a regulated market within the European Economic Area exchange; and (ii) only

offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive, the €100,000 minimum denomination is not required)

[NTD: to include the following if any issue proceeds will be received by a London Branch of an Issuer]

(If the Final Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Relevant Issuer, acting through its London branch or (b) the activity of issuing the Covered Bonds is carried on from an establishment maintained by the Relevant Issuer, acting through its London branch, then (i) the Covered Bonds must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors", or (ii) another applicable exemption from section 19 of the FSMA must be available)

- (ii) Calculation Amount: [●]
(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)
8. (i) Issue Date: [●]
 (ii) Interest Commencement Date: [specify/Issue Date/Not Applicable]
(N.B. An Interest Commencement Date will not be relevant for certain Covered Bonds, for example Zero Coupon Covered Bonds.)
9. Final Maturity Date: [Fixed rate – specify date/Floating rate – Interest Period End Date falling in or nearest to [specify month and year]]
[NTD: to include the following if any issue proceeds will be received by a London Branch of an Issuer]
(If the Final Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Relevant Issuer, acting through its London branch or (b) the activity of issuing the Covered Bonds is carried on from an establishment maintained by the Relevant Issuer, acting through its London branch, then (i) the Covered Bonds must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors", or (ii) another applicable exemption from section 19 of the FSMA must be available)
10. Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: [Fixed rate – specify date/Floating rate – Interest Period End Date falling in or nearest to [specify month and year]]
(N.B. Zero Coupon Covered Bonds are not to be

issued with an Extended Due for Payment Date unless otherwise agreed with the Dealers and the Bond Trustee)

11. Interest Basis: [Fixed Rate]
[Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Low Interest (discount)]
[High Interest (premium)]

[Dual Currency Interest]
[specify other]
(further particulars specified below)
12. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Dual Currency Redemption]
[Partly-Paid]
[Instalment]
[specify other]
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Covered Bonds will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII will apply.)
13. Change of Interest Basis or Redemption/
Payment Basis: [Not applicable]
[Specify details of any provision for change of Covered Bonds into another Interest Basis or Redemption/Payment Basis]
14. Put/Call Options: [Not applicable]
[Investor Put]
[Issuer Call]
[(further particulars specified below)]
15. (i) Status of the Covered Bonds: Senior
(ii) Status of the Guarantee: Senior
16. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17. Fixed Rate Covered Bond Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/other (specify)] in arrear]
(If payable other than annually, consider amending Condition 4)
- (ii) (A) Interest Period End Date(s) [and Interest Payment Date(s)]: [●] in each year up to and including the Final Maturity Date]/[specify other]
(NB: This will need to be amended in the case of long or short coupons)

- (B) Interest Payment Date(s) (if different from the Interest Period End Date(s)): [(i) In respect of an Interest Period other than the Interest Period ending on but excluding the Final Maturity Date,] [] Business Day(s) after the Interest Period End Final Date in respect of the relevant Interest Period [and (ii) in respect of the Interest Period ending on but excluding the Final Maturity Date, the Final Maturity Date]/[specify other] (NB: If final Interest Payment Date different from final Interest Period End Date, consider amending the definition of Final Maturity Date)
- (iii) Fixed Coupon Amount(s): [(●) per (●) Calculation Amount/Not Applicable] (NB: If Fixed Coupon Amount(s) is specified, Interest Period End Date(s) should be specified as Not Applicable in item (iv) below)
(Applicable to Covered Bonds in definitive form)
- (iv) Business Day Convention:
- (A) Interest Period End Date(s): [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)/Not Applicable]
- (N.B. If a Business Day Convention is specified to be applicable, accrued interest will be calculated by reference to the number of days in the Interest Period as adjusted by the Business Day Convention. If the Interest Period End Date is specified as not applicable no adjustment to the accrued interest amount will be made.)
- (B) Interest Payment Date(s): [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)/Not Applicable]
- (v) Additional Business Centre(s): [specify/Not Applicable]
(N.B. Only relevant where Business Day Convention is applicable)
- (vi) Broken Amount(s): [(●) per Calculation Amount, payable on the Interest Payment Date falling [in/on] (●)]
(Applicable to Covered Bonds in definitive form)
- (vii) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360 30E/360 or Eurobond Basis
Actual/Actual (ICMA)
30/360 (Fixed) or 30/360, unadjusted
30E/360 (ISDA)
specify other]
[(NB: Actual/Actual (ICMA) is normally appropriate for Fixed Rate Covered Bonds except for Fixed Rate Covered Bonds denominated in U.S. dollars for which 30/360 (Fixed) or 30/360, unadjusted is normally appropriate)]
- (viii) Determination Date(s): [(●) in each year [Insert interest payment dates except where there are long or short periods. In these cases,

insert regular interest payment dates. NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA)]

- (ix) Other terms relating to the method of calculating interest for Fixed Rate Covered Bonds: [None/give details]
18. **Floating Rate Covered Bond Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) (A) Specified Period(s)/Specified Interest Period End Dates [and Interest Payment Date(s)]: [●]
- (B) Interest Payment Date(s) (if different from the Specified Interest Period End Date(s)): [(i) In respect of an Interest Period other than the Interest Period ending on but excluding the Maturity Date,] [●] Business Day(s) after the Interest Period End Final Date in respect of the relevant Interest Period [and (ii) in respect of the Interest Period ending on but excluding the Final Maturity Date, the Final Maturity Date]/[specify other] (NB: If final Interest Payment Date different from final Specified Interest Period End Date consider amending the definition of Final Maturity Date)
- (ii) Business Day Convention:
- (A) Interest Period End Date(s): [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]/Not Applicable]
- (B) Interest Payment Date(s): [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]/Not Applicable]
- (iii) Additional Business Centre(s): [●]
- (iv) Manner in which the Rate of Interest and Interest Amount are to be determined: [Screen Rate Determination/ISDA Determination/specify other]
- (v) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [●]
- (vi) Screen Rate Determination:
- Reference Rate: [●]
(Either LIBOR, EURIBOR or other, although additional information is required if other – including fallback provisions in the Agency Agreement)
- Interest Determination Date(s): [●]
(Second London business day prior to the

start of each Interest Period if LIBOR (other than Sterling LIBOR or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)

- Relevant Screen Page: [●]
(In the case of EURIBOR, if not Reuters EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (vii) ISDA Determination:
 - Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (viii) Margin(s): [+/-][●] per cent. per annum
- (ix) Minimum Rate of Interest: [●] per cent. per annum
- (x) Maximum Rate of Interest: [●] per cent. per annum
- (xi) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360 (Floating) or 360/360 or Bond Basis
30E/360 or Eurobond Basis
30E/360 (ISDA)
Other]
(See Condition 4.3 for more options)
- (xii) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Covered Bonds, if different from those set out in the Conditions: [●]
- 19. **Zero Coupon Covered Bond Provisions** [Applicable/Not Applicable]
(These provisions also apply to Low Interest (discount) and High Interest (premium) Covered Bonds) (If not applicable, delete the remaining sub-paragraph of this paragraph)
- (i) Amortisation Yield: [●] per cent. per annum
- (ii) Reference Price: [●]
- (iii) Any other formula/basis of determining amount payable: [●]
- (iv) Day Count Fraction in relation to Zero Coupon Covered Bonds: [Condition 4.3 applies/specify other]

[Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360 30E/360 or Eurobond Basis]

- Actual/Actual (ICMA)
30/360 (Fixed) or 30/360, unadjusted
30E/360 (ISDA)
specify other
20. **Index Linked Covered Bond Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraph of this paragraph)
- (i) Index Linked Redemption Covered Bonds: [Yes/No]

[If yes, specify the formula for calculating the Final Redemption Amount and any Early Redemption Amount]

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Covered Bonds will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
- (ii) Index Linked Interest Covered Bonds: [Yes/No]

[If yes, specify the formula for calculating interest]
- (a) Party responsible for calculating the Rate of Interest and Interest Amount: *[give name (and if the Covered Bonds are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, address)] (the **Calculation Agent**)*
- (b) (1) Specified Period(s)/ Specified Interest Period End Dates [and Interest Payment Date(s)]: [●]
- (2) Interest Payment Date(s) (if different from the Specified Interest Period End Date(s)): [(i) In respect of an Interest Period other than the Interest Period ending on but excluding the Final Maturity Date,] [●] Business Day(s) after the Interest Period End Final Date in respect of the relevant Interest Period [and (ii) in respect of the Interest Period ending on but excluding the Final Maturity Date, the Final Maturity Date]/[specify other]

(NB: If final Interest Payment Date different from final Specified Interest Period End Date consider amending the definition of Final Maturity Date)
- (c) Business Day Convention:
- (1) Interest Period End Date(s): [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other/Not Applicable]
- (2) Interest Payment Date(s): [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other/Not Applicable]
- (d) Additional Business Centre: [●]

- (e) Minimum Rate of Interest: [●] per cent. per annum
- (f) Maximum Rate of Interest: [●] per cent. per annum
- (g) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360 30E/360 or Eurobond Basis
Actual/Actual (ICMA)
30/360 (Fixed) or 30/360, unadjusted
30E/360 (ISDA)
specify other]
- (iii) Index/Indices/Formula: [Specify the following details for each index:

Index Name: [●]

Multi-exchange Index: [Yes/No]]
- (iv) Provisions for determining Coupon where calculated by reference to Index and/or Formula: [●]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable or otherwise disrupted. [●] (include a description of market disruption or settlement disruption events and adjustment provisions)
21. **Dual Currency Covered Bond Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Covered Bonds will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [●]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (iv) Person at whose option Specified Currency(ies) is/are payable: [●]

PROVISIONS RELATING TO REDEMPTION

22. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[●] per Calculation Amount/specify other/ see Appendix] [If applicable, include a description of any relevant market disruption or settlement disruption events and adjustment provisions]
- (iii) If redeemable in part:
- (iv) Partial redemption (call) [Applicable/Not Applicable]
- (a) Minimum Redemption Amount: [●]
- (b) Higher Redemption Amount: [●]
- (v) Notice period (if other than as set out in the Conditions): [●]
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent)
23. Investor Put: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[●] per Calculation Amount/specify other/ see Appendix] [If applicable, include a description of any relevant market disruption or settlement disruption events and adjustment provisions]
- (iii) Notice period (if other than as set out in the Conditions): [●]
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent)
24. Final Redemption Amount: [[●]per Calculation Amount/specify other/see Appendix] [If applicable, include a description of any relevant market disruption or settlement disruption events and adjustment provisions]
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Covered Bonds will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII will apply)

25. Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same: ☐per Calculation Amount/Early Settlement Amount/*specify other/see Appendix* [*If applicable, include a description of any relevant market disruption or settlement disruption events and adjustment provisions*]

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

26. Any applicable Taxing Jurisdiction: *[specify]*
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 Bearer Definitive Covered Bonds
☐Permanent Bearer Global Covered Bond exchangeable for Bearer Definitive Covered Bonds [on 60 days' notice given at any time/only after an Exchange Event]
(N.B. The exchange upon notice 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] [or] [\$250,000 and integral multiples of \$1,000 in excess thereof (or the U.S. dollar equivalent for Rule 144A Covered Bonds issued in a currency other than U.S. dollars)]")
☐Registered Covered Bonds: ☐Registered Covered Bonds - ☐[Restricted/Unrestricted] Global Certificate[s] - ☐[DTC]/☐Euroclear/Clearstream
☐Registered Global Covered Bond registered in the name of [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]
☐[Regulation S Global Covered Bond (U.S.\$☐ nominal amount) registered in the name of the common depositary for ☐[DTC or its nominee/Euroclear and Clearstream, Luxembourg]/Rule 144A Global Covered Bond (U.S.\$☐ nominal amount) registered in the name of ☐[DTC or its nominee/the common depositary for Euroclear and Clearstream, Luxembourg]
28. Additional Financial Centre(s) or other special provisions relating to Payment Dates: ☐[Not Applicable/*give details*]
(Note that this item relates to the place of payment and not Interest Period End Dates)
29. Talons for future Coupons or Receipts to be attached to Definitive Covered Bonds (and dates on which such Talons mature): ☐[Yes/No. *If yes, give details*]

30. Details relating to Partly-Paid Covered Bonds: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Covered Bonds and interest due on late payment: [Not Applicable/give details. NB: a new form of Temporary Bearer Global Covered Bond and/or Permanent Bearer Global Covered Bond may be required for Partly-Paid issues]
31. Details relating to Instalment Covered Bonds: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]
- (i) Instalment Amount(s): [●]
- (ii) Instalment Date(s): [●]
32. Redenomination applicable: Redenomination [not] applicable [(if Redenomination is applicable, specify all relevant provisions in the applicable Final Terms)]
33. Other final terms: [Not Applicable/give details]
- [Add any additional final terms – consideration should be given to whether such terms constitute “significant new factors” consequently triggering a supplement to the Prospectus under Article 16 of the Prospectus Directive]

DISTRIBUTION

34. (i) If syndicated, names and addresses of Dealers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
- (Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Dealers.)
- (ii) Date of Subscription Agreement: [●]
- (iii) Stabilising Manager(s) (if any): [Not Applicable/give name]
35. If non-syndicated, name and address of relevant Dealer: [Not Applicable/give name and address]
36. Definitive Covered Bonds to be in ICMA or successor's format: [Yes/No]
- (If nothing is specified, Definitive Covered Bonds will be security printed and in ICMA or successor's format)
37. U.S. Selling Restrictions: [Reg. S Compliance Category./TEFRA D applicable/ TEFRA C applicable/ TEFRA not applicable]
38. ERISA: [Employee benefit plans subject to ERISA can buy Yes/No]
39. New Global Covered Bond: [Yes/No]

- | | | |
|-----|--|--|
| 40. | Non exempt Offer: | Not Applicable |
| 41. | Additional selling restrictions: | [Not Applicable/ <i>give details</i>] |
| 42. | Additional U.S. Federal Tax Considerations | [Not Applicable/ <i>give details</i>] |

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on [*specify relevant regulated market (for example the London Stock Exchange's regulated market or the Regulated Market of the Irish Stock Exchange)*] and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)] of the Covered Bonds described herein] pursuant to the €7,000,000,000 Covered Bond Programme of ASBBL and ASBFL.

RESPONSIBILITY

The Issuer [, the Guarantor] and the Covered Bond Guarantor accepts responsibility for the information contained in these Final Terms. [[*Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components*] has been extracted from [*specify 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 [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading].

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

[Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on *[specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's regulated market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)]* with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on *[specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's regulated market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)]* with effect from [●].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original Covered Bonds are already admitted to trading.)

2. RATINGS

Ratings:

The Covered Bonds to be issued have [not] been rated:

[Fitch Australia Pty. Ltd/ *insert legal name of relevant CRA(s)*]

[Moody's Investors Service Pty Ltd/ *insert legal name of relevant CRA(s)*]

[[Other/*insert legal name of relevant CRA(s)*]: [●]]

(The above disclosure should reflect the credit rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that credit rating.)

N.B. Consult the relevant Rating Agencies in relation to Covered Bonds which may have a Final Redemption Amount of less than 100% of the nominal value.

[[*Insert the legal name of the relevant CRA entity*] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[[*Insert the legal name of the relevant CRA entity*]

is established in the European Union and is registered under Regulation (EC) No. 1060/2009.]

[[*Insert the legal name of the relevant non-EU CRA entity*] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009.]

[[Fitch Australia Pty Ltd], [Moody's Investors Service Pty Ltd] and [*Name of the relevant non-EU CRA affiliate*] [is/are] not established in the European Union and [has/have] not applied for registration under Regulation (EC) No. 1060/2009. However, the application for registration under Regulation (EC) No. 1060/2009 of [*insert the legal name of the relevant EU CRA entity that applied for registration* / Fitch Ratings Limited / Moody's Investors Service Ltd] which [is/are] established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU CRA entity* / Fitch Australia Pty Ltd / Moody's Investors Service Pty Ltd]].

[[*Insert the legal name of the relevant non-EU CRA entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009. The credit ratings [[have been]/[are expected to be]] endorsed by [insert the legal name of the relevant EU-registered CRA entity] in accordance with Regulation (EC) No. 1060/2009. [*Insert the legal name of the relevant EU CRA entity*] is established in the European Union and registered under Regulation (EC) No. 1060/2009.]

[[*Insert the legal name of the relevant non EU CRA entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009, but it is certified in accordance with such Regulation.]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save as discussed in *Subscription and Sale and Selling Restrictions*, so far as the Issuer [, the Guarantor] and the Covered Bond Guarantor is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer.] – *Amend as appropriate if there are other interests*

[(*When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.*)]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- | | | |
|--------|---------------------------|--|
| (i) | Reasons for the offer | [●] |
| (ii)] | Estimated net proceeds: | [●] |
| (iii)] | Estimated total expenses: | [●] [<i>Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.</i>] |

(Delete unless the Covered Bonds are derivative

securities to which Annex XII of the Prospectus Directive Regulation applies in which case (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.)

5. YIELD (Fixed Rate Covered Bonds only)

Indication of yield: [●]

[Calculated as [include details of method of calculation in summary form] on the Issue Date.]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (INDEX LINKED COVERED BONDS ONLY)

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained.][Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Programme Circular under Article 16 of the Prospectus Directive.]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]

7. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (DUAL CURRENCY COVERED BONDS ONLY)

[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]

[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

8. OPERATIONAL INFORMATION

(i) ISIN Code: [●]

(ii) CUSIP: [●]

(iii) Common Code: [●]

(iv) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme (including the Depository Trust [Not Applicable/give name(s) and number(s)]

Company) and the relevant
identification number(s):

- (v) Delivery: Delivery [against/free of] payment
- (vi) Name and address of initial Paying Agent [●]
- (vii) Names and addresses of additional Paying Agent(s) (if any): [●]

Signed on behalf of [ASBBL/ASBFL]:

By:

Duly authorised

[Signed on behalf of the **Guarantor**:

By:

Duly authorised]

Signed on behalf of the **Covered Bond Guarantor**:

By:

Duly authorised

TERMS AND CONDITIONS OF THE COVERED BONDS

The following are the Terms and Conditions of the Covered Bonds which will be incorporated by reference into each 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 Terms and Conditions. The applicable Final Terms in relation to any Series or Tranche of Covered Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Covered Bonds. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Covered Bond and Definitive Covered Bond.

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by ASB Finance Limited (**ASBFL**), whether acting through its London branch (an **Issuer**) and guaranteed by ASB Bank Limited (the **Guarantor**) or ASB Bank Limited (**ASBBL**) and together with ASBFL, the **Issuers**) 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 11 August 2011 (the **Programme Date**) made between the Issuers, the Guarantor, ASB Covered Bond Trustee Limited as covered bond guarantor (the **Covered Bond Guarantor**) and Deutsche Trustee Company Limited as bond trustee (in such capacity, the **Bond Trustee**, which expression shall include any successor as Bond Trustee).

Save as provided for in Conditions 9 (*Events of Default and Enforcement*) and 10 (*Meetings of Covered Bondholders, Modification, Waiver, Substitution, Ratings Agencies and Legislative Exchange*), references herein to the **Covered Bonds** shall be references to the Covered Bonds of this Series and shall mean:

- (a) in relation to any Covered Bonds represented by a global covered bond in bearer form (a **Bearer Global Covered Bond**) or a global covered bond in registered form (a **Registered Global Covered Bond**), each of them 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 Bearer Global Covered Bond; and
- (d) any Definitive Covered Bonds in registered form (**Registered Definitive Covered Bonds**) (whether or not issued in exchange for a Registered Global Covered Bond).

The Covered Bonds, the Receipts (as defined below) 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 Issuers, the Covered Bond Guarantor, the Guarantor, the Bond Trustee and Deutsche Bank AG, London Branch as principal paying agent and agent bank (in such capacity, the **Principal Paying Agent**, which expression shall include any successor principal paying agent) and the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents), Deutsche Bank AG London Branch as transfer agent (in such capacity, the **Transfer Agent**, which expression shall include any successor transfer agent), Deutsche Bank AG, London Branch as exchange agent (in such capacity the **Exchange Agent**, which expression shall include any successor exchange agent) and Deutsche Bank Luxembourg, S.A. as registrar (in such capacity, the **Registrar**, which expression shall include any successor registrar and together with the Paying Agents, the Transfer Agent and the Exchange Agent, the **Agents**, which expression shall include any additional or successor agents).

The Final Terms may specify any other agency agreement that applies to Covered Bonds, Receipts and Coupons issued by the Issuers.

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 shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Bearer Definitive Covered Bonds repayable in instalments have receipts (**Receipts**) for the payment of the instalments of principal (other than the final

instalment) attached on issue. Registered Covered Bonds (which include Registered Global Covered Bonds and/or Registered Definitive Covered Bonds as the case may be) and Global Covered Bonds do not have Receipts, Coupons or Talons attached on issue.

The Final Terms for this Covered Bond (or the relevant provisions thereof) are attached to or endorsed on this Covered Bond and supplement these terms and conditions (the **Conditions**) 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 to the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Covered Bond.

The Bond Trustee acts as trustee for the holders for the time being of the Covered Bonds (the **Covered Bondholders**, which expression shall, in relation to any Covered Bonds represented by a Global Covered Bond, be construed as provided below), the holders of the Receipts (the **Receiptholders**) and the holders of the Coupons (the **Couponholders**, which expression shall, 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, Issue Prices and/or the amount of the first payment of interest (if any).

The Guarantor has (in respect of Covered Bonds issued by ASBFL), in the Bond Trust Deed, irrevocably and unconditionally guaranteed the due and punctual payment of all amounts (including default interest) due from ASBFL under or in respect of such Covered Bonds and the Bond Trust Deed, as and when the same shall become due and payable.

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 shall 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 relevant Issuer and the Guarantor or the occurrence of 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 deed governed by New Zealand law (such security deed as amended and/or supplemented and/or restated from time to time, the **Security Deed**) dated the Programme Date and made between the Covered Bond Guarantor, the Issuers, the Guarantor, the Bond Trustee, New Zealand Permanent Trustees Limited (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 Principal Agency Agreement (as applicable).

Copies of the Bond Trust Deed, the Security Deed, the Definitions Schedule (as defined below), the Principal Agency Agreement 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 Winchester House, 1 Great Winchester Street, London, EC2N 2DB, United Kingdom and at the specified office of the Principal Paying 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 Principal Paying Agent and any Covered Bondholder must produce evidence satisfactory to the Issuer and the Bond Trustee or, as the case may be, the relevant Paying Agent as to its holding of Covered Bonds and identity. The Covered Bondholders, the Receiptholders 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, the Principal Agency Agreement, each of the other Programme Documents and the applicable Final Terms which are applicable to them and to have notice of each set of Final Terms relating to each other Series.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Conditions shall bear the meanings given to them in the Bond Trust Deed, the applicable Final Terms and/or the ASB covered bond trust definitions schedule made between the parties to the Programme Documents on the Programme Date (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 or inspected 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 and vice versa.

This Covered Bond is a Fixed Rate Covered Bond, a Floating Rate Covered Bond, a Zero Coupon Covered Bond, a Low Interest (discount) Covered Bond, a High Interest (premium) Covered Bond, an Index Linked Interest Covered Bond, a Dual Currency Interest Covered Bond or any appropriate combination thereof depending upon the Interest Basis specified in the applicable Final Terms and is a Dual Currency Redemption Covered Bond, an Index Linked Redemption Covered Bond, an Instalment Covered Bond or a Partly-Paid Covered Bond, or a combination of any of the foregoing, depending on the Redemption/Payment Basis specified 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, unless it is a Zero Coupon Covered Bond in which case references to interest (other than in relation to interest due after the Final Maturity Date) and Coupons or Talons in these Conditions are not applicable. If this Covered Bond is a Bearer Definitive Covered Bond redeemable in instalments, it is issued with Receipts for the payment of instalments of principal prior to the Final Maturity Date attached. Wherever Dual Currency Covered Bonds, Index Linked Covered Bonds, Low Interest (discount) Covered Bonds or High Interest (premium) Covered Bonds are issued to bear interest on a fixed or floating rate basis or on a non-interest-bearing basis, the provisions in these Conditions relating to Fixed Rate Covered Bonds, Floating Rate Covered Bonds and Zero Coupon Covered Bonds respectively shall, where the context so admits, apply to such Dual Currency Covered Bonds, Index Linked Covered Bonds, Low Interest (discount) Covered Bonds or High Interest (premium) Covered Bonds. In the case of Dual Currency Covered Bonds, references to the Specified Currency in relation to any payment or calculation of a payment are to the currency in which that payment is required to be made. This Covered Bond is also an **Index Linked Covered Bond** where payment in respect of principal (each an **Index Linked Redemption Covered Bond**) and/or interest (each an **Index Linked Interest Covered Bond**) is linked to an Index and/or a Formula, and the appropriate provisions of these Conditions will apply accordingly. References in these Conditions, except in this paragraph, Condition 6 (*Payments and Exchange of Talons*) and Condition 8 (*Prescription*), to Coupons or Couponholders shall be deemed to include references to Talons or Talonholders and Receipts or Receiptholders.

Subject as set out below, title to the Bearer Covered Bonds, Receipts and the Coupons will pass by delivery and title to the Registered Covered Bonds will pass upon the registration of transfers in accordance with the provisions of the Principal Agency Agreement. Subject as set out below, the Issuer, the Guarantor (where the relevant Issuer is ASBFL), the Covered Bond Guarantor, the Security Trustee, the Bond Trustee, any Paying Agent and any Transfer Agent and/or Exchange Agent may (to the fullest extent permitted by applicable laws) deem and treat the bearer of any Bearer Covered Bond, Receipt or Coupon and the registered holder of any Registered Covered Bond as the absolute owner thereof (whether or not 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 (in the case of a CGCB) or common safekeeper (in the case of a NGCB) for Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**) and/or The Depository Trust Company (**DTC**) or its nominee each person (other than Euroclear, Clearstream, Luxembourg or DTC) who is for the time being shown in the records of Euroclear, Clearstream, Luxembourg or DTC as the holder of a particular nominal amount of such Covered Bonds (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg or DTC as to the nominal 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 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 Cedcom 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) shall be treated by the Issuer, the Guarantor (in the case of Covered Bonds issued by ASBFL), 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 and, in the case of DTC or its nominee, voting, giving consents and making requests, for which purpose the bearer of the relevant Global Covered Bond or the registered holder of the relevant Registered Global Covered Bond shall be treated by the Issuer, the Guarantor, the Covered Bond Guarantor, any Paying Agent, the Security Trustee and the Bond Trustee as the holder of 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 shall 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 DTC, Euroclear and Clearstream, Luxembourg, as the case may be.

References to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits (but not in the case of any NGCB), 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 Guarantor (in the case of Covered Bonds issued by ASBFL), the Principal Paying Agent and the Bond Trustee.

2. TRANSFER

2.1 Transfers of beneficial interests in Registered Global Covered Bonds will be effected by DTC, 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 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 DTC, Euroclear or Clearstream, Luxembourg and in accordance with the terms and conditions specified in the Principal Agency Agreement. Transfers of a Rule 144A Global Covered Bond registered in the name of a nominee for DTC shall be limited to transfers of such Rule 144A Global Covered Bond, in whole but not in part, to another nominee of DTC or to a successor of DTC or to such successor's nominee.

2.2 A Registered Definitive Covered Bond may be transferred in whole or in part (in the nominal amount of the lowest Specified Denomination or any integral multiple thereof) by the deposit by the transferor of the Registered Definitive Covered Bond for registration of the transfer at the specified office of a Transfer Agent with the form of transfer endorsed on the Registered Definitive Covered Bond duly completed and executed by or on behalf of the transferor and upon the relevant Transfer Agent (after due and careful enquiry) being satisfied with the documents of title and the identity of the person making the request and subject to such reasonable regulations as the Issuer and the Transfer Agent may prescribe. Subject as provided above, the relevant Transfer Agent will, within 14 days of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), deliver at its specified office to the transferee or (at the risk of the transferee) send by mail

to such address as the transferee may request a new Registered Definitive Covered Bond of a like aggregate nominal amount to the Registered Definitive Covered Bond (or the relevant part of the Registered Definitive Covered Bond) transferred. In the case of the transfer of part only of a Registered Definitive Covered Bond, a new Registered Definitive Covered Bond in respect of the balance of the Registered Definitive Covered Bond not transferred will be so delivered or (at the risk of the transferor) sent to the transferor.

- 2.3 In the event of a partial redemption of Covered Bonds under Condition 5.3 (*Redemption at the Option of the Issuer (Issuer Call)*), the Issuer shall not be required to:
- (a) register the transfer of any Registered Definitive Covered Bond, or part of a Registered Definitive Covered Bond, called for partial redemption; or
 - (b) exchange any Bearer Definitive Covered Bond called for partial redemption.
- 2.4 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 at the specified office of a Transfer Agent or by regular mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.
- 2.5 The names of the initial Registrar and other initial Transfer Agents and Exchange Agent(s) and their initial specified offices in respect of this Series of Covered Bonds are set out at the end of these Conditions. Each of the Issuer and the Guarantor (where the relevant Issuer is ASBFL) reserves the right at any time to vary or terminate the appointment of the Registrar or any other Transfer Agent or Exchange Agent(s) and to appoint another Registrar or additional or other Transfer Agents or Exchange Agent(s) provided that it will at all times maintain a Registrar and another Transfer Agent or Exchange Agent(s) each having a specified office which, in the case of the Registrar and so long as any Covered Bonds of this Series are admitted to the official list (the **Official List**) of the UK Listing Authority and to trading on the London Stock Exchange plc's regulated market or on another stock exchange, shall be in London or such other place as may be required by that stock exchange. Notice of any termination or appointment and of any changes in specified offices will be given to the holders of the Covered Bonds of this Series promptly by the Issuer in accordance with Condition 12 (*Notices*).
- 2.6 The names of the initial Principal Paying Agent and the other initial Paying Agents and their initial specified offices in respect of this Series of Covered Bonds are set out below. The Issuer, the Guarantor (where the relevant Issuer is ASBFL) and (following service of a Notice to Pay but prior to the service of a Covered Bond Guarantee Acceleration Notice) the Covered Bond Guarantor may at any time vary or terminate the appointment of any Paying Agent and appoint additional or other Paying Agents, provided that it will, so long as any of the Covered Bonds of this Series is outstanding, maintain (a) a Principal Paying Agent, (b) a Paying Agent (which may be the Principal Paying Agent) having a specified office in a leading financial centre in Europe, (c) so long as any Covered Bonds of this Series are admitted to the Official List and to trading on the London Stock Exchange plc's market for listed securities or on another stock exchange, a Paying Agent (which may be the Principal Paying Agent) having a specified office in London or other place as may be required by that stock exchange and (d) a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive. In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.4 (*Payments of interest in U.S. dollars in respect of Bearer Covered Bonds*) and so long as any of the Registered Global Covered Bonds payable in a Specified Currency other than U.S. Dollars are registered in the name of DTC or its nominee, there will at all times be an Exchange Agent with a specified office in the United States. Any such variation, termination or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days' prior notice thereof shall have been given to the holders of the Covered Bonds of this Series in accordance with Condition 12 (*Notices*) and provided further that neither the resignation nor the removal of the Principal Paying Agent shall take effect, except in the case of insolvency as aforesaid, until a new Principal Paying Agent has been appointed. Notice of any change in or addition to the Paying Agents or their specified offices will be given by the Issuer promptly in accordance with Condition 12 (*Notices*).

2.7 Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Regulation S Global Covered Bond to a transferee in the United States or who is a U.S. person will only be made:

- (i) upon receipt by the Registrar of a written certification substantially in the form set out in the Principal Agency Agreement, amended as appropriate with the consent of the relevant Issuer (a **Transfer Certificate**), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Covered Bond or a holder of a beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, whereby such transferee may only take delivery through a Rule 144A Covered Bond; or
- (ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the relevant Issuer of such satisfactory evidence as the relevant 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 jurisdiction.

Prior to the end of the applicable Distribution Compliance Period beneficial interests in Regulation S Covered Bonds registered in the name of a nominee for DTC may only be held through the accounts of Euroclear and Clearstream, Luxembourg. After expiry of the applicable Distribution Compliance Period (i) beneficial interests in Regulation S Global Covered Bonds registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (ii) such certification requirements will no longer apply to such transfers.

2.8 Transfers of Rule 144A Covered Bonds or beneficial interests therein may be made:

- (i) to a transferee who takes delivery of such interest through a Regulation S Covered Bond, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, in the case of a Regulation S Global Covered Bond registered in the name of a nominee for DTC, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Covered Bonds being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or
- (ii) to a transferee who takes delivery of such interest through a Rule 144A Covered Bond, where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
- (iii) otherwise 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 jurisdiction.

Upon the transfer, exchange or replacement of Rule 144A Covered Bonds, or upon specific request for removal of any United States securities law legend on Rule 144A Covered Bonds, the Registrar shall deliver only Rule 144A Covered Bonds or refuse to remove the legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

2.9 Definitions

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

CGCB means a Temporary Bearer Global Covered Bond or a Permanent Bearer Global Covered Bond, in either case in respect of which the applicable Final Terms specify that it is not a NGCB;

Distribution Compliance Period means the period that ends 40 days after the later of the commencement of the offering and the Issue Date;

NGCB means a Temporary Bearer Global Covered Bond or a Permanent Bearer Global Covered Bond, in either case in respect of which the applicable Final Terms specify that it is a new global covered bond;

QIB means a "qualified institutional buyer" within the meaning of Rule 144A;

Registered Global Covered Bond means Global Covered Bonds in registered form, comprising Rule 144A Global Covered Bonds and Regulation S Global Covered Bonds;

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

3. STATUS OF THE COVERED BONDS AND THE GUARANTEE AND THE COVERED BOND GUARANTEE

3.1 Status of the Covered Bonds

The Covered Bonds of this Series and any relative Receipts and 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) from time to time outstanding.

3.2 Status of the Guarantee

The due and punctual payment of principal and interest in respect of the Covered Bonds issued by ASBFL and all other monies (including default interest) payable by ASBFL under or pursuant to the Bond Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantor pursuant to a guarantee (the **Guarantee**) as set out in the Bond Trust Deed. The obligations of the Guarantor under the Guarantee constitute its direct, unconditional, unsubordinated and unsecured obligations and rank at least *pari passu* with all other present and future unsubordinated and unsecured obligations of the Guarantor, other than any obligations preferred by mandatory provisions of applicable law.

3.3 Status of the Covered Bond Guarantee

The payment of Guaranteed Amounts in respect of the Covered Bonds when the same shall 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 shall have no obligation under the Covered Bond Guarantee to pay any Guaranteed Amounts until the occurrence of an Issuer Event of Default, service by the Bond Trustee on the Issuers and the Guarantor of an Issuer Acceleration Notice and service by the Bond Trustee on the Covered Bond Guarantor of a Notice to Pay 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 (following an Issuer Event of Default, service of an Issuer Acceleration Notice and service of a Notice to Pay or a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice), direct, unconditional (subject as provided in Condition 15 (*Limited Recourse and non-petition*)) and unsubordinated obligations of the Covered Bond Guarantor, which are secured as provided in the Security Deed.

Any payment made by the Covered Bond Guarantor under the Covered Bond Guarantee shall (unless such obligation shall have been discharged as a result of the payment of Excess Proceeds to the Bond Trustee pursuant to Condition 9 (*Events of Default and Enforcement*)) discharge *pro tanto* the obligations of the Issuer and the Guarantor (in the case of Covered Bonds issued by ASBFL) in respect of such payment under the Covered Bonds, Receipts and Coupons and the Guarantee 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.

3.4 Issuer Covenant

If the Issuer of the Covered Bonds is ASBFL, it covenants that the proceeds of any issue will be lent to the Guarantor pursuant to a loan agreement in the same currency and on the same financial terms with the addition of such margin or amounts as the Issuer may determine.

4. INTEREST

4.1 Interest on Fixed Rate Covered Bonds

- (a) Each Fixed Rate Covered Bond bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest specified in the applicable Final Terms. Interest will accrue in respect of each **Interest Period** (which expression shall in these Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the **Interest Period End Final Date** for the relevant Interest Period)). Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Final Maturity Date. If an Interest Payment Date falls after the Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If the Covered Bonds are Definitive Covered Bonds and if Fixed Coupon Amount is specified in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) the Interest Period End Final Date in respect of such Interest Period will amount to the Fixed Coupon Amount or the Broken Amount (if any) so specified.

Interest will be paid subject to and in accordance with the provisions of Condition 6 (*Payments and Exchange of Talons*) (unless otherwise specified in the applicable Final Terms). Interest will cease to accrue on each Fixed Rate Covered Bond (or, in the case of the redemption of part only of a Fixed Rate Covered Bond, that part only of such Covered Bond) on the due date for redemption thereof or, if different, the last Interest Period End Date in respect thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before any judgment) until, but excluding, whichever is the earlier of (i) the day on which all sums due in respect of such Fixed Rate Covered Bond up to that day are received by or on behalf of the holder of such Fixed Rate Covered Bond and (ii) the day which is seven days after the date on which the Principal Paying Agent has notified the holder in accordance with Condition 12 (*Notices*) that it has received all sums due in respect thereof up to that date.

- (b) Except in the case of Covered Bonds which are Definitive Covered Bonds where a Fixed Coupon Amount or Broken Amount, is specified in the applicable Final Terms, or where Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or if interest is required to be calculated for a period (the **Relevant Period**) other than a full Interest Period interest shall 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 Global Covered Bonds, the aggregate outstanding nominal amount of the Fixed Rate Covered Bonds represented by such Global Covered Bonds (or, if they are Partly-Paid Covered Bonds, the aggregate amount paid up); or
 - (ii) in the case of Fixed Rate Covered Bonds which are Definitive Covered Bonds, 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 which is a Definitive Covered Bond is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Covered Bond shall 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.

In this Condition 4.1 (*Interest on Fixed Rate Covered Bonds*), each of **Day Count Fraction** and **Business Day Convention** has the meaning given to it in Condition 4.3 (*Day Count Fraction and Business Day Convention*).

In these Conditions **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, means one cent.

4.2 Interest on Floating Rate Covered Bonds and Index Linked Interest Covered Bonds

(a) Interest Period End Dates and Interest Payment Dates

Each Floating Rate Covered Bond and Index Linked Interest Covered Bond bears interest in respect of each Interest Period (which expression shall in these Conditions mean the period from (and including) a Specified Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first) Specified Interest Period End Date (each such latter date the **Interest Period End Final Date** for the relevant Interest Period)). For the purposes of this Condition 4.2 (*Interest on Floating Rate Covered Bonds and Index Linked Interest Covered Bonds*), **Interest Period End Date** shall mean either:

- (i) the Specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Period End Date(s) is/are specified in the applicable Final Terms, each 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 Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Final Maturity Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

(b) Interest Payments and Accrual

Interest will be paid subject to and in accordance with the provisions of Condition 6 (*Payments and Exchange of Talons*) (unless otherwise specified in the applicable Final Terms). Interest will cease to accrue on each Floating Rate Covered Bond or Index Linked Interest Covered Bond (or, in the case of the redemption of part only of a Floating Rate Covered Bond or Index Linked Interest Covered Bond, that part only of such Covered Bond) on the Interest Period End Final Date for the last Interest Period unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before any judgment) until, but excluding, whichever is the earlier of (i) the day on which all sums due in respect of such Floating Rate Covered Bond or Index Linked Interest Covered Bond up to that day are received by or on behalf of the holder of such Floating Rate Covered Bond or Index Linked Interest Covered Bond and (ii) the day which is seven days after the date on which the Principal Paying Agent has notified the holder in accordance with Condition 12 (*Notices*) that it has received all sums due in respect thereof up to that date.

(c) Rate of Interest

The Rate of Interest payable from time to time in respect of each Floating Rate Covered Bond and Index Linked Interest Covered Bond will be determined in the manner specified in the applicable Final Terms.

(d) 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 specified in the applicable Final Terms 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 Condition 4.2(d) (*ISDA Determination for Floating Rate*

Covered Bonds), **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 person specified in the applicable Final Terms under an interest rate swap transaction if the Principal Paying 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:

- (i) the Floating Rate Option is as specified in the applicable Final Terms;
- (ii) the Designated Maturity is a period specified in the applicable Final Terms; and
- (iii) the relevant Reset Date is either (A) if the applicable Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency or on the Euro-zone inter-bank offered rate (EURIBOR) for calculations of payments in euro, the first day of that Interest Period or (B) in any other case, as specified in the applicable Final Terms.

For the purposes of this Condition 4.2(d) (*ISDA Determination for Floating Rate Covered Bonds*), **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

When this Condition 4.2(d) (*ISDA Determination for Floating Rate Covered Bonds*) applies, in respect of each relevant Interest Period:

- (i) the Rate of Interest for such Interest Period will be the rate of interest determined by the Principal Paying Agent or other person specified in the applicable Final Terms in accordance with this Condition 4.2(d) (*ISDA Determination for Floating Rate Covered Bonds*); and
- (ii) the Principal Paying Agent or other person specified in the applicable Final Terms will be deemed to have discharged its obligations under Condition 4.2(h) (*Determination of Rate of Interest and Calculation of Interest Amount*) in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this Condition 4.2(d) (*ISDA Determination for Floating Rate Covered Bonds*).

(e) *Screen Rate Determination for Floating Rate Covered Bonds*

Where Screen Rate 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, subject as provided below, be either:

- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (specified in the applicable Final Terms) which 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) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or other person specified in the applicable Final Terms. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest rate, one only of such rates) and the lowest (or, if there is more than one such lowest rate, one only of such rates) shall be disregarded by the Principal Paying Agent or that other person for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Principal Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (i) above, no such offered quotation appears or, in the case of (ii) above, fewer than three such offered quotations appear, in each case as at

the time specified in the preceding paragraph. Such provisions will apply to each Floating Rate Covered Bond where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined.

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 LIBOR or EURIBOR, the Rate of Interest in respect of such Covered Bonds will be determined as provided in the applicable Final Terms.

(f) Minimum 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 any such Interest Period determined in accordance with the above provisions is less than such minimum Rate of Interest, the Rate of Interest for such Interest Period shall 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 any such Interest Period determined in accordance with the above provisions is greater than such maximum Rate of Interest, the Rate of Interest for such Interest Period shall be the maximum Rate of Interest.

(g) Business Day, Interest Determination Date and Relevant Screen Page

- (i) In this Condition, **Business Day** has the meaning given to it in Condition 4.3 (*Day Count Fraction and Business Day Convention*).
- (ii) In this Condition, **Interest Determination Date** has the meaning set out in the applicable Final Terms.
- (iii) In this Condition, **Relevant Screen Page** has the meaning set out in the applicable Final Terms.

(h) Determination of Rate of Interest and Calculation of Interest Amount

The Principal Paying Agent, in the case of Floating Rate Covered Bonds, the Calculation Agent specified in the applicable Final Terms, in the case of Index Linked Interest Covered Bonds, or other person specified in the applicable Final Terms will, as soon as practicable after 11.00 a.m. (London time) (or, if different, such other time as is customary in the principal financial centre of the country of the Specified Currency) on each Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable in respect of each Specified Denomination (each an **Interest Amount**) for the relevant Interest Period.

The Interest Amount payable on the Floating Rate Covered Bonds or Index Linked Interest Covered Bonds for the relevant Interest Period will be calculated by applying the Rate of Interest to:

- (i) in the case of Floating Rate Covered Bonds or Index Linked Interest Covered Bonds which are Global Covered Bonds, the aggregate outstanding nominal amount of the Covered Bonds represented by such Global Covered Bonds (or, if they are Partly-Paid Covered Bonds, the aggregate amount paid up); or
- (ii) in the case of Floating Rate Covered Bonds or Index Linked Interest Covered which are Definitive Covered Bonds, 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 or an Index Linked Interest Covered Bond which is Definitive Covered Bond is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Covered Bond shall 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.

The determination of the Rate of Interest and calculation of each Interest Amount by the Principal Paying Agent or other person specified in the applicable Final Terms shall (in the absence of manifest error) be final and binding upon all parties.

(i) *Notification of Rate of Interest and Interest Amount*

The Principal Paying Agent will cause the Rate of Interest and the Interest Amount for each Interest Period and the relevant Interest Period End Date and, if different, the relevant Interest Payment Date to be notified to the Issuer and, in the case of Floating Rate Covered Bonds or Index Linked Interest Covered Bonds which are listed on a stock exchange, that stock exchange as soon as possible but in any event not later than the second Business Day after their determination and will cause notice of such information to be given to the holders of the Covered Bonds of this Series in accordance with Condition 12 (*Notices*) not later than the fourth Business Day after their determination. Each Interest Amount, Interest Period End Date and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notification as aforesaid in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Covered Bonds affected thereby are for the time being listed.

(j) *Notifications, etc. to be final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition by the Principal Paying Agent or the Calculation Agent will (in the absence of default, bad faith or manifest error by them or any of their directors, officers, employees or agents) be binding on the Issuer, the Guarantor (where the relevant Issuer is ASBFL), the Covered Bond Guarantor, the Principal Paying Agent, the Calculation Agent, the Paying Agents and all holders of the Covered Bonds of this Series and Coupons relating thereto and (in the absence of any default, bad faith or manifest error as referred to above) no liability to the Issuer, the Guarantor (where the relevant Issuer is ASBFL) or the holders of the Covered Bonds of this Series and Coupons relating thereto shall attach to the Principal Paying Agent or the Calculation Agent in connection with the exercise or non-exercise by them of their powers, duties and discretions under this Condition.

4.3 Day Count Fraction and Business Day Convention

(a) *Day Count Fraction*

Day Count Fraction means, unless otherwise specified in the applicable Final Terms:

- (i) if "Actual/Actual (ISDA)" is specified in the applicable Final Terms, the actual number of days in, for the purposes of Condition 4.1 (*Interest on Fixed Rate Covered Bonds*), the Interest Period or the Relevant Period, as the case may be, and, for the purposes of Condition 4.2 (*Interest on Floating Rate Covered Bonds and Index Linked Interest Covered Bonds*), the Interest Period, in each case divided by 365 (or, if any portion of the relevant period falls in a leap year, the sum of (A) the actual number of days in that portion of the relevant period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the relevant period falling in a non-leap year divided by 365);
- (ii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in, for the purposes of Condition 4.1 (*Interest on Fixed Rate Covered Bonds*), the Interest Period or the Relevant Period, as the case may be, and, for the purposes of Condition 4.2 (*Interest on Floating Rate Covered Bonds and Index Linked Interest Covered Bonds*), the Interest Period, in each case divided by 365;
- (iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in, for the purposes of Condition 4.1 (*Interest on Fixed Rate Covered Bonds*), the Interest Period or the Relevant Period, as the case may be, and, for the purposes of Condition 4.2 (*Interest on Floating Rate Covered Bonds and Index Linked Interest Covered Bonds*), the Interest Period, in each case divided by 365 or, in the case of the relevant period falling in a leap year, 366;

- (iv) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in, for the purposes of Condition 4.1 (*Interest on Fixed Rate Covered Bonds*), the Interest Period or the Relevant Period, as the case may be, and, for the purposes of Condition 4.2 (*Interest on Floating Rate Covered Bonds and Index Linked Interest Covered Bonds*), the Interest Period, in each case divided by 360;
- (v) if "30/360 (Floating)", "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:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

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;

- (vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in, for the purposes of Condition 4.1 (*Interest on Fixed Rate Covered Bonds*), the Interest Period or the Relevant Period, as the case may be, and, for the purposes of Condition 4.2 (*Interest on Floating Rate Covered Bonds and Index Linked Interest Covered Bonds*), the Interest Period, in each case divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

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; 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, in which case D₂ will be 30;

- (vii) 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 Interest Period or the Relevant Period, as the case may be, from (and including) the most recent Interest Period End 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 that would occur in one calendar year assuming interest was to be payable in respect of the whole of that 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 assuming interest was to be payable in respect of the whole of that 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 assuming interest was to be payable in respect of the whole of that year;
- (viii) if "30/360 (Fixed)" or "30/360, unadjusted" is specified in the applicable Final Terms, the number of days in the Interest Period or the Relevant Period, as the case may be, (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

Determination Period means the period from (and including) a Determination Date (as specified in the applicable Final Terms) to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Period End 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); and

- (ix) 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:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

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 (A) that day is the last day of February or (B) such number would be 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 (A) that day is the last day of February but not the Final Maturity Date or (B) such number would be 31 and **D₂** will be 30.

(b) *Business Day Convention*

If any Interest Period End Date (or other date) which is specified in the applicable Final Terms to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) in the case where a Specified Period is specified in accordance with Condition 4.2(a)(ii) (*Interest Period End Dates and Interest Payment Dates*) above, the Floating Rate Convention, such Interest Period End Date (or other date) shall 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 Period End Date (or other date) shall be brought forward to the immediately preceding Business Day and (B) after the foregoing Condition 4.1 (*Interest on Fixed Rate Covered Bonds*) shall have applied, each subsequent Interest Period End Date (or other date) shall be the last Business Day of the last month which falls in the Interest Period after the preceding applicable Interest Period End Date occurred; or
- (ii) the Following Business Day Convention, such Interest Period End Date (or other date) shall be postponed to the next day which is a Business Day; or
- (iii) the Modified Following Business Day Convention, such Interest Period End Date (or other date) shall 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 Period End Date (or other date) shall be brought forward to the immediately preceding Business Day; or
- (iv) the Preceding Business Day Convention, such Interest Period End Date (or other date) shall be brought forward to the immediately preceding Business Day.

In this Condition:

Business Day means (unless otherwise stated in the applicable Final Terms):

- (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 London and, if any Additional Business Centre(s) is specified in the applicable Final Terms, in such Additional Business Centre(s); and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (**TARGET2**) is open.

4.4 Zero Coupon Covered Bonds, Low Interest (discount) Covered Bonds and High Interest (premium) Covered Bonds

Where a Zero Coupon Covered Bond, Low Interest (discount) Covered Bond or High Interest (premium) Covered Bond becomes due and repayable prior to the Final Maturity Date and is not paid when due, the amount due and repayable shall be the Amortised Face Amount of such Covered Bond as determined in accordance with Condition 5.7 (*Zero Coupon Covered Bonds, Low Interest (discount) Covered Bonds and High Interest (premium) Covered Bonds*). As from the Final Maturity Date any overdue principal of such Covered Bond shall bear interest at a rate per annum equal to the Amortisation Yield. Such interest shall continue to accrue (as well after as before any judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Covered Bond up to that

day are received by or on behalf of the holder of such Covered Bond and (b) the day which is seven days after the date on which the Principal Paying Agent has notified the holder in accordance with Condition 12 (Notices) that it has received all sums due in respect thereof up to that date. Unless otherwise specified in the applicable Final Terms, such interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed.

4.5 Dual Currency Interest Covered Bonds

In the case of Dual Currency Interest Covered Bonds where the rate of interest falls to be determined by reference to the Rate of Exchange, the provisions for determining the rate of interest, accrual of interest, calculation of interest amounts, determination of interest payment dates and other relevant provisions shall be specified in the applicable Final Terms and payment shall be made in accordance with Condition 6 (*Payments and Exchange of Talons*).

4.6 Partly-Paid Covered Bonds

In the case of Partly-Paid Covered Bonds (other than Partly-Paid Covered Bonds which are Zero Coupon Covered Bonds) interest will accrue on the paid up nominal amount of such Covered Bonds and otherwise as indicated in the applicable Final Terms.

5. REDEMPTION AND PURCHASE

5.1 Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, each Covered Bond of this Series will be redeemed at its 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 (*Events of Default and Enforcement*), if an Extended Due for Payment Date is specified as applicable in the Final Terms for a Series of Covered Bonds and the Issuer and the Guarantor (where the relevant Issuer is ASBFL) have failed to pay the Final Redemption Amount on the Final Maturity Date specified in the Final Terms (or after expiry of the grace period set out in Condition 9.1(a) (*Issuer Events of Default*)) 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 Covered Bond Guarantor has insufficient monies 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 9.2(a) (*Covered Bond Guarantor Events of Default*)) under the terms of the Covered Bond Guarantee and (b) the Extension Determination Date, then (subject as provided below) payment of the unpaid amount by the Covered Bond Guarantor under the Covered Bond Guarantee shall be deferred until the Extended Due for Payment Date, provided that the Covered Bond Guarantor may pay any amount representing the Final Redemption Amount on the relevant Final Maturity Date and 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 on any Interest Payment Date thereafter up to (and including) the Extended Due for Payment Date. The Issuer shall confirm to the Principal Paying Agent as soon as reasonably practicable 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 a Series of Covered Bonds on that Final Maturity Date or (y) payment will not be made in full of the Final Redemption Amount in respect of a Series of Covered Bonds on that Final Maturity Date. Any failure by the Issuer to notify the Principal Paying Agent shall not affect the validity or effectiveness of the extension.

The Covered Bond Guarantor shall notify the relevant Covered Bondholders (in accordance with Condition 12 (*Notices*)), the Rating Agencies, the Bond Trustee, the Security Trustee, the Principal Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably practicable and in any event at least one Business Day prior to the dates specified in (a) and (b) of the preceding paragraph of any 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. Any failure by the Covered Bond Guarantor to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party. In such circumstances, the Covered Bond Guarantor shall on the earlier of (a) the date falling two Business Days after the service of a 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 9.2(a) (*Covered Bond Guarantor Events of Default*)) and (b) the Extension Determination Date, under the Covered Bond Guarantee, apply the monies (if any) available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) pro rata in part payment of an amount equal to the Final Redemption Amount of each Covered Bond of the relevant Series of Covered Bonds and shall 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 shall be deferred as described above. Such failure to pay by the Covered Bond Guarantor shall not constitute a Covered Bond Guarantor Event of Default.

Any discharge of the obligations of the Issuer and the Guarantor as the result of the payment of Excess Proceeds to the Bond Trustee shall 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 5.1 (*Final Redemption*).

For the purposes of these Conditions:

Extended Due for Payment Date means, in relation to any Series of Covered Bonds, the date, if any, specified as such in the applicable Final Terms to which the payment of all or (as applicable) part of the Final Redemption Amount payable on the Final Maturity Date will be deferred in the event that the Final Redemption Amount is not paid in full on the Extension Determination Date.

Extension Determination Date means, in respect of a Series of Covered Bonds to which an Extended Due for Payment Date 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 all Available Revenue Receipts and Available Principal Receipts 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, as set out in clause 12.5 of the Establishment Deed.

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.

5.2 Redemption for Tax Reasons

The Covered Bonds of this Series may be redeemed at the option of the Issuer in whole, but not in part, at any time (in the case of Covered Bonds other than Floating Rate Covered Bonds, Index Linked Interest Covered Bonds and Dual Currency Interest Covered Bonds) or on any Interest Period End Date (in the case of Floating Rate Covered Bonds, Index Linked Interest Covered Bonds and Dual Currency Interest Covered Bonds), on giving not less than 30 nor more than 60 days' notice in accordance with Condition 12 (*Notices*) which notice shall be irrevocable), at the Early Redemption Amount provided in, or calculated in accordance with, Condition 5.8 (*Early Redemption Amounts*) or 5.9 (*Index Linked Redemption Covered Bonds and Dual Currency Redemption Covered Bonds*) (as applicable) below, together with (if provided in such paragraphs) interest accrued up to, but excluding, the date fixed for redemption, if (a) the Issuer or the Guarantor (where the relevant Issuer is ASBFL) has or will become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*) or the Guarantor (in the case of Covered Bonds issued by ASBFL) would be unable for reasons outside its control to procure payment by ASBFL and in making payment itself would be required to pay such additional amounts or (b) (if the Issuer is ASBFL) in order to reduce the applicable level of any New Zealand non-resident withholding tax (under current law or change of law) to zero, the Issuer becomes obliged to pay approved issuer levy at a rate exceeding the rate of the levy being charged at the date of issue of

the Covered Bonds under section 86J of the Stamp and Cheque Duties Act 1971 of New Zealand or incurs any other cost in excess of that applicable under New Zealand law at the date of issue of the Covered Bonds, in each case as a result of any change in, or amendment to, the laws or regulations of New Zealand or the United Kingdom (if the Issuer is ASBFL) or (in either case) a Taxing Jurisdiction (as defined in Condition 7 (*Taxation*)) or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including the manner of exercising any official discretion thereunder), which change or amendment becomes known generally or to the Issuer or the Guarantor (where the relevant Issuer is ASBFL) on or after the Issue Date (or, in the case of a second or subsequent Tranche of Covered Bonds of this Series, the Issue Date for the original Tranche) provided that no such notice of redemption shall be given in respect of the Covered Bonds of this Series earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor (where the relevant Issuer is ASBFL) would be obliged to pay such additional amounts and, for the purpose only of determining the earliest date on which such notice may be given, it shall be deemed that a payment, in respect of which the Issuer or the Guarantor (where the relevant Issuer is ASBFL) would be obliged to pay such additional amounts, is due in respect of the Covered Bonds of this Series on the day on which any such change or amendment becomes effective.

5.3 Redemption at the Option of the Issuer (Issuer Call)

If Issuer Call is specified in the applicable Final Terms, the Issuer may, on any Optional Redemption Date specified in the applicable Final Terms, at its option, on giving not less than five Business Days' notice or such other notice period specified in the applicable Final Terms to the Bond Trustee, (in the case of Registered Covered Bonds) the Registrar and Covered Bondholders of a relevant Series, which in the case of Covered Bonds that clear through DTC should be not less than 30 nor more than 60 days, (which notice shall be irrevocable) in accordance with Condition 12 (*Notices*), redeem all or from time to time some only of the Covered Bonds then outstanding on the relevant Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms together, if applicable, with (in the case of Fixed Rate Covered Bonds) interest accrued to, but excluding, the relevant Optional Redemption Date. In the event of a redemption of some only of such Covered Bonds, such redemption must be for an amount being equal to the Minimum Redemption Amount or a Higher Redemption Amount (if any) 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 individually by lot (without involving any part only of a Bearer Covered Bond), in the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, and in accordance with the rules of DTC, 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), not less than 40 days prior to the date fixed for redemption. Each notice of redemption will specify the date fixed for redemption and, in the case of a partial redemption, the aggregate nominal amount, and, where some or all of the Redeemed Covered Bonds are represented by Definitive Covered Bonds, the serial numbers of the Redeemed Covered Bonds and, in each case, the aggregate nominal amount of the Covered Bonds of this Series which will be outstanding after the partial redemption. In addition, in the case of a partial redemption of a Series of Covered Bonds which includes Registered Covered Bonds, the Issuer will publish an additional notice of redemption not less than 80 nor more than 95 days before the date fixed for redemption which notice will specify the period during which exchanges or transfers of Covered Bonds may not be made as provided for in Condition 2 (*Transfer*).

5.4 Redemption at the Option of the Covered Bondholders (Investor Put)

If Investor Put is specified in the applicable Final Terms, upon any Covered Bondholder giving to the Issuer in accordance with Condition 12 (*Notices*) not less than 30 nor more than 60 days' notice (the **notice period**), the Issuer will, upon the expiry of such notice redeem in whole (but not in part) subject to, and in accordance with, the terms specified in the applicable Final Terms the Covered Bonds the subject of the notice on the Optional Redemption Date and at the Optional Redemption Amount indicated in the applicable Final Terms together with (in the case of Fixed Rate Covered Bonds) interest accrued up to, but excluding, the Optional Redemption Date. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

To exercise the right to require redemption of this Covered Bond the holder of this Covered Bond must, if this Covered Bond is in Definitive form, deliver, at the specified office of any Paying Agent (in the case of Covered Bonds in bearer form) or the Registrar (in the case of Covered Bonds in registered form) on any business day (as defined in Condition 6.7 (*Payments due on non-business days*)), falling within the notice period a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or from the Registrar (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 5.4 (*Redemption at the Option of the Covered Bondholders (Investor Put)*). If this Covered Bond is in Definitive form, the Put Notice must be accompanied by this Covered Bond or evidence satisfactory to the Paying Agent concerned that this Covered Bond will, following delivery of the Put Notice, be held to its order or under its control.

If the Covered Bond is represented by a Global Covered Bond held through Euroclear, Clearstream, Luxembourg or DTC to exercise the right to require redemption of the Covered Bond the holder of the 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, Clearstream, Luxembourg or DTC, (which may include notice being given on his instruction by Euroclear, Clearstream, Luxembourg or DTC, or any common depository or common safekeeper, as the case may be, for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear, Clearstream, Luxembourg or DTC from time to time and, if the Covered Bond is represented by a Bearer Global Covered Bond, at the same time present or procure the presentation of the relevant Bearer Global Covered Bond to the Principal Paying Agent for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg or DTC, by a holder of any Covered Bond pursuant to this Condition 5.4 (*Redemption at the Option of the Covered Bondholders (Investor Put)*) shall 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 (*Events of Default and Enforcement*), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 5.4 (*Redemption at the Option of the Covered Bondholders (Investor Put)*) and instead request or direct the Bond Trustee to declare such Covered Bond forthwith due and payable pursuant to Condition 9 (*Events of Default and Enforcement*).

5.5 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 to the Bond Trustee, the Principal Paying Agent, the Registrar and, in accordance with Condition 12 (*Notices*), all the Covered Bondholders (which notice shall 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 Loan Provider and/or Demand Loan Provider to make, fund or allow to remain outstanding any Term Advance or the Demand Loan (or, in either case, any part thereof) made by the Intercompany Loan Provider or the Demand Loan Provider, as the case may be, to the Covered Bond Guarantor pursuant to the Intercompany Loan Agreement or the Demand Loan 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 5.5 (*Redemption due to Illegality*) will be redeemed at their Early Redemption Amount referred to in Condition 5.8 (*Early Redemption Amounts*) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Prior to the publication of any notice of redemption pursuant to Condition 5.2 (*Redemption for Tax Reasons*) and Condition 5.5 (*Redemption due to Illegality*), the Issuer shall deliver to the Bond Trustee a certificate signed by either a Director, authorised representative, attorney or authorised signatory 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 to redeem have occurred and the Bond Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of such

conditions precedent, in which event it shall be conclusive and binding on all holders of the Covered Bonds, Receiptholders and Couponholders.

5.6 Final Terms

The applicable Final Terms indicates that either (a) this Covered Bond cannot be redeemed prior to its Final Maturity Date except as provided in Condition 5.2 (*Redemption for Tax Reasons*) above or (b) that this Covered Bond will be redeemable at the option of the Issuer and/or the holder of this Covered Bond prior to such Final Maturity Date in accordance with the provisions of Conditions 5.3 (*Redemption at the Option of the Issuer (Issuer Call)*) and/or 5.4 (*Redemption at the Option of the Covered Bondholders (Investor Put)*) an Optional Redemption Date and at an Optional Redemption Amount and in any Minimum Redemption Amount or Higher Redemption Amount indicated therein or (c) that this Covered Bond will be redeemable in instalments and the relevant Instalment Amounts and Instalment Dates.

5.7 Zero Coupon Covered Bonds, Low Interest (discount) Covered Bonds and High Interest (premium) Covered Bonds

- (a) The amount payable in respect of any Zero Coupon Covered Bond, Low Interest (discount) Covered Bond or High Interest (premium) Covered Bond upon redemption of such Covered Bond pursuant to Condition 5.2 (*Redemption for Tax Reasons*), 5.3 (*Redemption at the Option of the Issuer (Issuer Call)*), 5.4 (*Redemption at the Option of the Covered Bondholders (Investor Put)*) or 5.5 (*Redemption due to Illegality*) above or upon its becoming due and repayable as provided in Condition 9 (*Events of Default and Enforcement*) shall be the Amortised Face Amount (calculated as provided below) of such Covered Bond.
- (b) Subject to the provisions of Condition 5.7(c) below, the **Amortised Face Amount** of any Zero Coupon Covered Bond, Low Interest (discount) Covered Bond or High Interest (premium) Covered Bond shall be the sum of (A) the sum of (i) the Reference Price and (ii) the aggregate amortisation of the difference between the Reference Price and the nominal amount of the Covered Bond from, and including, the Issue Date to, but excluding, the date on which the Covered Bond is redeemed or becomes due and repayable as provided in Condition 9 (*Events of Default and Enforcement*) at a rate per annum (expressed as a percentage) equal to the Amortisation Yield compounded annually and (B) interest (if any) accrued but unpaid to, but excluding, the date on which the Covered Bond is redeemed or becomes due and repayable as provided in Condition 9 (*Events of Default and Enforcement*). Unless otherwise specified in the applicable Final Terms, where such calculation is to be made for a period other than a full year, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed.
- (c) If the amount payable in respect of any Zero Coupon Covered Bond, Low Interest (discount) Covered Bond or High Interest (premium) Covered Bond upon redemption of such Covered Bond pursuant to Condition 5.2 (*Redemption for Tax Reasons*), 5.3 (*Redemption at the Option of the Issuer (Issuer Call)*), 5.4 (*Redemption at the Option of the Covered Bondholders (Investor Put)*) or 5.5 (*Redemption due to Illegality*) above or upon its becoming due and repayable as provided in Condition 9 (*Events of Default and Enforcement*) is not paid when due, the amount due and repayable in respect of such Covered Bond shall be the Amortised Face Amount of such Covered Bond calculated pursuant to Condition 5.7(b) above, except that such subparagraph shall have effect as though the reference therein to the date on which the Covered Bond becomes due and repayable was replaced by a reference to the date (the **Reference Date**) which is the earlier of (i) the date on which all sums due in respect of the Covered Bond up to that day are received by or on behalf of the holder thereof and (ii) the date on which the Principal Paying Agent has notified the holder in accordance with Condition 12 (*Notices*) that it has received all sums due in respect thereof up to that date. The calculation of the Amortised Face Amount in accordance with this subparagraph will continue to be made, after as well as before judgment, until the Reference Date unless the Reference Date falls on or after the Final Maturity Date, in which case the amount due and repayable shall be the nominal amount of such Covered Bond together with any interest which may accrue in accordance with Condition 4.3 (*Day Count Fraction and Business Day Convention*).

5.8 Early Redemption Amounts

For the purposes of Condition 5.2 (*Redemption for Tax Reasons*) or Condition 5.5 (*Redemption due to Illegality*) above and Condition 9 (*Events of Default and Enforcement*), unless otherwise indicated in the applicable Final Terms, Covered Bonds (other than Index Linked Redemption Covered Bonds and Dual Currency Redemption Covered Bonds) will be redeemed at their Early Redemption Amount, being (a) in the case of Fixed Rate Covered Bonds or Floating Rate Covered Bonds (other than Low Interest (discount) Covered Bonds and High Interest (premium) Covered Bonds) the Final Redemption Amount (b) in the case of Zero Coupon Covered Bonds, Low Interest (discount) Covered Bonds or High Interest (premium) Covered Bonds at the Amortised Face Amount of such Covered Bonds determined in accordance with Condition 5.7 (*Zero Coupon Covered Bonds, Low Interest (discount) Covered Bonds and High Interest (premium) Covered Bonds*) above, in each case in the relevant Specified Currency together with, in the case of Fixed Rate Covered Bonds redeemed pursuant to Condition 5.2 (*Redemption for Tax Reasons*) or Condition 5.5 (*Redemption due to Illegality*) above, interest accrued to, but excluding, the date fixed for redemption.

5.9 Index Linked Redemption Covered Bonds and Dual Currency Redemption Covered Bonds

In respect of an Index Linked Redemption Covered Bond or a Dual Currency Redemption Covered Bond where the amount payable in respect of principal upon redemption (the **Final Redemption Amount**) falls to be determined by reference to the Index and/or the Formula or, as the case may be, the Rate of Exchange, the Final Redemption Amount shall be determined in accordance with the Index and/or the Formula or, as the case may be, the Rate of Exchange in the manner specified in the applicable Final Terms and each such Index Linked Redemption Covered Bond or Dual Currency Redemption Covered Bond shall, unless previously redeemed or purchased and cancelled as provided below, be redeemed at the applicable Final Redemption Amount together, where relevant, with interest accrued to, but excluding, the date fixed for redemption on the Final Maturity Date. In respect of an Index Linked Redemption Covered Bond or a Dual Currency Redemption Covered Bond where the amount payable on an early redemption (including an early redemption pursuant to Condition 9 (*Events of Default and Enforcement*)) in respect of principal only, principal and interest or interest only (the **Early Redemption Amount**) falls to be determined in whole or in part by reference to the Index and/or the Formula or, as the case may be, the Rate of Exchange, the Early Redemption Amount shall be calculated in accordance with the applicable Final Terms and shall be paid together with, in the case of a Fixed Rate Covered Bond where the Early Redemption Amount is calculated in respect of principal only, interest accrued to, but excluding, the date fixed for redemption.

5.10 Purchase and Cancellation

The Issuer or the Guarantor (where the relevant Issuer is ASBFL) or any of their respective subsidiaries or the Covered Bond Guarantor may (subject as provided below) at any time purchase or otherwise acquire Covered Bonds of this Series (provided that, in the case of Bearer Definitive Covered Bonds, all unmatured Receipts, Coupons and Talons appertaining to such Covered Bonds are attached thereto or surrendered therewith) in any manner and at any price. 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, at the option of the Issuer or the Guarantor or the relevant subsidiary, surrendered to the Registrar and/or to any Paying Agent for cancellation (except that any Covered Bonds purchased or otherwise acquired by the Covered Bond Guarantor must immediately be surrendered to the Registrar and/or to any Paying Agent for cancellation).

5.11 Partly-Paid Covered Bonds

Partly-Paid Covered Bonds will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition as modified by the provisions of the applicable Final Terms.

5.12 Instalments

Each Instalment Covered Bond will be redeemed in the Instalment Amounts and on the Instalment Dates, in the case of all instalments other than the final instalment by (in the case of Bearer Definitive Covered Bonds) surrender of the relevant Receipt (which must be presented with the Covered Bond to

which it appertains) or by (in the case of Global Covered Bonds) presentation and endorsement of the Global Covered Bond, and (in the case of the final instalment) by surrender of the relevant Covered Bond, all in accordance with Condition 6 (*Payments and Exchange of Talons*).

6. PAYMENTS AND EXCHANGE OF TALONS

6.1 Payments in respect of Bearer Definitive Covered Bonds

- (a) Payments of principal and interest (if any) in respect of Bearer Definitive Covered Bonds (if issued) will (subject as provided below) be made against surrender (or, in the case of part payment only, presentation and endorsement) of Bearer Definitive Covered Bonds, Receipts or Coupons (which expression, in this Condition and Condition 8 (*Prescription*), shall not include Receipts or Talons), as the case may be, at any specified office of any Paying Agent.
- (b) In the case of Bearer Definitive Covered Bonds, payments of principal in respect of instalments (if any), other than the final instalment, will (subject as provided below) be made against surrender (or, in the case of part payment only, presentation and endorsement) of the relevant Receipt. Payment of the final instalment will be made against surrender (or, in the case of part payment only, presentation and endorsement) of the relevant Bearer Definitive Covered Bond. Each Receipt must be presented for payment of such instalment together with the relevant Bearer Definitive Covered Bond against which the amount will be payable in respect of that instalment. If any Bearer Definitive Covered Bonds are redeemed or become repayable prior to the Final Maturity Date in respect thereof, principal will be payable on surrender of each such Covered Bond together with all unmatured Receipts appertaining thereto. Unmatured Receipts and Receipts presented without the Bearer Definitive Covered Bond to which they appertain do not constitute obligations of the Issuer, Guarantor or Covered Bond Guarantor.
- (c) Except as otherwise provided in Condition 6.4 (*Payments of interest in U.S. dollars in respect of Bearer Covered Bonds*) below, all payments of principal and interest with respect to Bearer Definitive Covered Bonds will be made outside the United States. Payments in any currency other than euro in respect of Bearer Definitive Covered Bonds will (subject as provided below) be made by transfer to an account (in the case of payment in Yen to a non-resident of Japan, a non-resident account) in the Specified Currency maintained by the payee with a bank in the principal financial centre of the country of the Specified Currency provided that if at any time such payments cannot be so made, then payments will be made in such other manner as the Issuer may determine and notify in accordance with Condition 12 (*Notices*).

6.2 Payments in respect of Registered Covered Bonds

Payments of principal in respect of Registered Covered Bonds (whether or not in Global form) will (subject as provided in this Condition) be made against presentation and surrender of such Registered Covered Bonds at the specified office of the Registrar by a cheque in the Specified Currency drawn on a bank in the principal financial centre of the country of the Specified Currency. Payments of interest in respect of Registered Covered Bonds will (subject as provided in this Condition) be made by a cheque in the Specified Currency drawn on a bank in the principal financial centre of the country of the Specified Currency and posted on the business day in the city in which the Registrar has its specified office immediately preceding the relevant due date to the holder (or to the first named of joint holders) of the Registered Covered Bond appearing on the register at the close of business on the 15th day before the relevant due date (the **Record Date**) at his address shown on the register on the Record Date. Upon application of the holder to the specified office of the Registrar not less than three business days in the city in which the Registrar has its specified office before the due date for any payment in respect of a Registered Covered Bond, the payment of principal and/or interest may be made (in the case of payment of principal against presentation and surrender of the relevant Registered Covered Bond as provided above) by transfer on the due date to an account in the Specified Currency maintained by the payee with a bank in the principal financial centre of the country of the Specified Currency subject to the provisions of the following two sentences. If the Specified Currency is Yen, payment will be made (in the case of payment to a non-resident of Japan) by cheque drawn on, or by transfer to a non-resident account. If the Specified Currency is euro, payment will be made to a euro account specified by the payee.

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 shall be charged to such Covered Bondholders by the Registrar in respect of any payment of principal or interest in respect of the Registered Covered Bonds.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Covered Bond in respect of Covered Bonds denominated in a Specified Currency other than U.S. dollars shall be paid by transfer by the Registrar (i) to an account specified in accordance with Condition 6.1(c) (*Payments in respect of Bearer Definitive Covered Bonds*) identified to DTC by a participant in DTC in respect of its holding of such Covered Bonds, or (ii) to an account in the relevant Specified Currency of the Exchange Agent for conversion into and payment in U.S. dollars in accordance with the provisions of the Principal Agency Agreement.

None of the Issuers, the Bond Trustee, the Covered Bond Guarantor 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.

6.3 Payments in respect of Bearer Global Covered Bonds

- (a) Payments of principal and interest (if any) in respect of Bearer Global Covered Bonds will (subject as provided below) be made in the manner specified in the Bearer Global Covered Bond against presentation and endorsement or surrender, as the case may be, of such Bearer Global Covered Bond at the specified office of any Paying Agent. A record of each payment made on such Bearer Global Covered Bond, distinguishing between any payment of principal and interest, will be made on such Bearer Global Covered Bond by the Paying Agent to which such Bearer Global Covered Bond is presented for the purpose of making such payment, and such record shall (save in the case of manifest error) be conclusive evidence that the payment in question has been made.
- (b) The holder of a Bearer Global Covered Bond (or, as provided in the Bond Trust Deed, the Bond Trustee) shall be the only person entitled to receive payments in respect of Covered Bonds represented by such Bearer Global Covered Bond and the Issuer, the Guarantor (where the relevant Issuer is ASBFL) 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 Bearer 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 DTC, Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of Covered Bonds must look solely to DTC, Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer, the Guarantor (where the relevant Issuer is ASBFL) or, as the case may be, the Covered Bond Guarantor to, or to the order of, the holder of the relevant Bearer Global Covered Bond (or as provided in the Bond Trust Deed, the Bond Trustee). No person other than the holder of a Bearer Global Covered Bond (or, as provided in the Bond Trust Deed, the Bond Trustee) shall have any claim against the Issuer, the Guarantor (where the relevant Issuer is ASBFL) or, as the case may be, the Covered Bond Guarantor in respect of any payments due on that Bearer Global Covered Bond.

6.4 Payments of interest in U.S. dollars in respect of Bearer Covered Bonds

Notwithstanding the foregoing, payments of interest in U.S. dollars in respect of Bearer Covered Bonds will only be made at the specified office of any Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and District of Columbia and its possessions)) (a) if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment 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 interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) such payment is then permitted under United States law and (b) at the option of the relevant holder if such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

6.5 Payments subject to applicable laws

Payments in respect of the Covered Bonds will be subject in all cases to any fiscal or other laws and regulations applicable thereto but without prejudice to the provisions of Condition 7 (*Taxation*).

6.6 Unmatured Receipts, Coupons and Talons

- (a) Fixed Rate Covered Bonds which are Bearer Definitive Covered Bonds (other than Long Maturity Covered Bonds (as defined in subparagraph (b)), Index Linked Covered Bonds and Dual Currency Covered Bonds) should be presented for redemption together with all unmaturing Coupons (which expression shall include Coupons falling to be issued on exchange of Talons which will have matured on or before the relevant redemption date) appertaining thereto, failing which, the amounts of any missing unmaturing Coupons (or, in the case of payment of principal not being made in full, that proportion of the aggregate amount of such missing unmaturing Coupons that the sum of principal so paid bears to the total principal amount due) will be deducted from the sum due for payment. Any amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupons at any time in the period expiring ten years after the Relevant Date (as defined in Condition 7 (*Taxation*)) for the payment of such principal, whether or not such Coupon would otherwise have become void pursuant to Condition 8 (*Prescription*) or, if later, five years from the due date for payment of such Coupon. Upon any Fixed Rate Covered Bond which is a Bearer Definitive Covered Bond becoming due and repayable prior to its Final Maturity Date, all unmaturing Receipts and Talons (if any) appertaining thereto will become void and no payments in respect of any such Receipts and no further Coupons in respect of any such Talons will be made or issued, as the case may be.
- (b) Upon the due date for redemption of any Floating Rate Covered Bond, Long Maturity Covered Bond, Dual Currency Covered Bond or Index Linked Covered Bond which is a Bearer Definitive Covered Bond, any unmaturing Receipts, Coupons or Talons relating to such Covered Bond (whether or not attached) shall become void and no payment or exchange, as the case may be, shall be made in respect of them. Where any such Covered Bond is presented for redemption without all unmaturing Receipts, Coupons or Talons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require. 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 shall cease to be a Long Maturity Covered Bond on the Fixed Interest Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Covered Bond.

6.7 Payments due on non-business days

If any date for payment of principal in respect of any Registered Covered Bond or any amount in respect of any Bearer Covered Bond, Receipt or Coupon is not a business day, then the holder thereof shall not be entitled to payment at the place of presentation of the amount due until the next following business day (unless otherwise specified in the applicable Final Terms) and shall not be entitled to any interest or other sum in respect of any such postponed payment. In addition if any date for the payment of interest by transfer to an account specified by the holder in respect of any Registered Covered Bond is not a business day, then the holder shall not be entitled to payment to such account until the next following business day and shall not be entitled to any interest or other sum in respect of any such postponed payment. In this Condition **business day** means, subject as provided in the applicable Final Terms:

- (a) 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:
 - (i) in the case of Definitive Covered Bonds only, the relevant place of presentation; and
 - (ii) any Additional Financial Centre specified in the applicable Final Terms;
- (b) 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 or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and

- (c) in the case of any payment in respect of a Registered Global Covered Bond denominated in a Specified Currency other than U.S. dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Registered Global Covered Bond) has elected to receive any part of such payment in U.S. dollars, a day on which commercial banks are not authorised or required by law or regulation to be closed in New York City.

6.8 Payment of accrued interest

If the due date for redemption of any interest bearing Covered Bond which is a Bearer Definitive Covered Bond is not a due date for the payment of interest relating thereto, interest accrued in respect of such Covered Bond from, and including, the last preceding due date for the payment of interest (or, if none, from the Interest Commencement Date) will be paid only against surrender (or, in the case of part payment, presentation and endorsement) of such Covered Bond.

6.9 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 Paying Agent in Luxembourg (or any other Paying Agent notified by the Issuer to the Covered Bondholders in accordance with Condition 12 (*Notices*) for the purposes of this Condition) 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 Covered Bond which is a Bearer Definitive Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 8 (*Prescription*). Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the Coupon sheet in which that Talon was included on issue matures.

6.10 Interpretation of principal and interest

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

- (a) any additional amounts which may be payable with respect to principal under Condition 7 (*Taxation*) or under any undertakings or covenants given in addition thereto, or in substitution therefor, pursuant to the Bond Trust Deed;
- (b) the Final Redemption Amount of the Covered Bonds;
- (c) the Early Redemption Amount of the Covered Bonds;
- (d) the Optional Redemption Amount(s) (if any) of the Covered Bonds;
- (e) in relation to Covered Bonds redeemable in instalments, the Instalment Amounts;
- (f) in relation to Zero Coupon Covered Bonds, the Amortised Face Amount (as defined in Condition 5.7 (*Zero Coupon Covered Bonds, Low Interest (discount) Covered Bonds and High Interest (premium) Covered Bonds*));
- (g) any premium and any other amounts (other than interest) which may be payable under or in respect of the Covered Bonds;
- (h) in relation to Dual Currency Covered Bonds, the principal payable in any relevant Specified Currency; and
- (i) 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 shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 (*Taxation*) or under any undertakings given in addition thereto, or in substitution therefor, pursuant to the Bond Trust Deed.

7. TAXATION

All payments of, or in respect of, principal and interest on the Covered Bonds of this Series will 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 New Zealand or the United Kingdom (if the Issuer is ASBFL) and any Taxing Jurisdiction or any political sub-division thereof or any authority thereof or therein having power to tax unless such taxes, duties, assessments or governmental charges are required by law to be withheld or deducted. In that event, the Issuer or the Guarantor (where the relevant Issuer is ASBFL) will pay such additional amounts of, or in respect of, principal and/or interest as will result (after deduction of the taxes, duties, assessments or governmental charges) in payment to the holders of the Covered Bonds of this Series and/or the Coupons relating thereto of the amounts which would otherwise have been payable in respect of the Covered Bonds of this Series or, as the case may be, Coupons relating thereto, except that no such additional amounts shall be payable with respect to any Covered Bond of this Series or Coupon relating thereto presented for payment:

- (a) where such Covered Bond has been issued by ASBBL;
- (b) by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges in respect of such Covered Bond or Coupon by reason of his being connected with New Zealand or the United Kingdom (if the Issuer is ASBFL) or a Taxing Jurisdiction other than by reason only of the holding of the Covered Bond or Coupon or the receipt of payment thereon;
- (c) with respect to any withholding or deduction for or on account of New Zealand resident withholding tax;
- (d) by or on behalf of a holder if such withholding or deduction may be avoided (and has not been so avoided) by complying with any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to any authority of or in New Zealand, unless such holder proves that he is not entitled so to comply or to make such declaration or claim;
- (e) by or on behalf of a holder who is an associated person of ASBFL for New Zealand income tax purposes;
- (f) more than 30 days after the Relevant Date, except to the extent that the holder thereof would have been entitled to such additional amount on presenting the same for payment on the last day of such period of 30 days;
- (g) where such withholding or deduction is imposed on a payment and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, or providing for measures equivalent to those laid down in, such Directive; or
- (h) by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Covered Bond, Receipt or Coupon to another Paying Agent in a member state of the European Union which does not impose such withholding or deduction.

The **Relevant Date** in relation to any Covered Bond or Coupon of this Series means whichever is the later of:

- (i) the date on which payment in respect of such Covered Bond or Coupon first becomes due and payable; or

- (ii) if the full amount of the moneys payable in respect of such Covered Bond or Coupon has not been duly received by the Principal Paying Agent on or prior to such date, the date on which notice is duly given to the Covered Bondholders of this Series in accordance with Condition 12 (*Notices*) that such moneys have been so received.

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 New Zealand 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 and for the avoidance of doubt will not be required to pay any amount of approved issuer levy (under Part VI B of the Stamp and Cheque Duties Act 1971) in respect of such payments.

The **Taxing Jurisdiction** in relation to any Covered Bond or Coupon of this Series means the jurisdiction, if any, named in the applicable Final Terms as being the jurisdiction wherein the Issuer's borrowing office is located for this Series of Covered Bonds if such borrowing office is not located in New Zealand or the United Kingdom.

References in these Conditions to principal and interest shall be deemed also to refer (as appropriate) (i) to any additional amounts which may be payable under this Condition 7 (*Taxation*), (ii) in relation to Zero Coupon Covered Bonds, Low Interest (discount) Covered Bonds or High Interest (premium) Covered Bonds, to the Amortised Face Amount, (iii) in relation to Index Linked Redemption Covered Bonds, to the Final Redemption Amount or Early Redemption Amount, (iv) in relation to Dual Currency Covered Bonds, to the principal and interest in the relevant Specified Currency and (v) to any premium which may be payable in respect of the Covered Bonds.

Where used in the remaining provisions of this Condition, **Interest** means interest (as defined under New Zealand taxation legislation) for withholding tax purposes, which under current legislation includes the excess of the redemption amount over the issue price of any Covered Bond as well as coupon interest paid on such Covered Bond. The Issuer is, and the Guarantor and the Covered Bond Guarantor (where applicable) may be required by law to deduct New Zealand resident withholding tax from the payment of interest to a Covered Bondholder, Receiptholder or Couponholder, if:

- (a) the Covered Bondholder, Receiptholder or Couponholder, as the case may be, is a resident of New Zealand for income tax purposes or is otherwise subject to the New Zealand resident withholding tax rules (a **New Zealand Covered Bondholder**); and
- (b) at the time of such payment, the New Zealand Covered Bondholder has not provided evidence they hold a valid certificate of exemption for New Zealand resident withholding tax purposes.

Prior to any date on which interest is payable or the Final Maturity Date, any New Zealand Covered Bondholder:

- (A) must notify the Issuer or, as the case may be, the Guarantor or the Covered Bond Guarantor or any Paying Agent, that the New Zealand Covered Bondholder is the holder of a Covered Bond, Receipt or Coupon; and
- (B) must notify the Issuer or, as the case may be, the Guarantor, or the Covered Bond Guarantor or a Paying Agent, of any circumstances, and provide the Issuer or, as the case may be, the Guarantor, or the Covered Bond Guarantor or the relevant Paying Agent, with any information that may enable the Issuer or, as the case may be, the Guarantor or the Covered Bond Guarantor, to make payment of interest to the New Zealand Covered Bondholder without deduction on account of New Zealand resident withholding tax.

The New Zealand Covered Bondholder must notify the Issuer or, as the case may be, the Guarantor or the Covered Bond Guarantor, prior to any date on which interest is payable, of any change in the New Zealand Covered Bondholder's circumstances from those previously notified that could affect the payment or withholding obligations of the Issuer or, as the case may be, the Guarantor or the Covered Bond Guarantor, in respect of this Covered Bond, Receipt or Coupon. By accepting payment of the full face amount of a Covered Bond, Receipt or Coupon, as the case may be or any interest thereon, the New Zealand Covered Bondholder indemnifies the Issuer or, as the case may be, the Guarantor or the

Covered Bond Guarantor, for all purposes in respect of any liability the Issuer or, as the case may be, the Guarantor or the Covered Bond Guarantor may incur for not deducting any amount from such payment on account of New Zealand resident withholding tax.

Only a New Zealand Covered Bondholder will be obliged to make the notification referred to above and no other holder will be required to make any certification that is not a New Zealand Covered Bondholder.

8. PRESCRIPTION

Claims for payment of principal under the Covered Bonds (whether in bearer or registered form) shall be prescribed upon the expiry of ten years, and claims for payment of interest (if any) in respect of the Covered Bonds (whether in bearer or registered form) shall be prescribed upon the expiry of five years, in each case from the Relevant Date (as defined in Condition 7 (*Taxation*)) therefor subject to the provisions of Condition 6 (*Payments and Exchange of Talons*). There shall 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 or Condition 6 (*Payments and Exchange of Talons*) or any Talon which would be void pursuant to Condition 6 (*Payments and Exchange of Talons*).

9. EVENTS OF DEFAULT AND ENFORCEMENT

9.1 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 referred to in this Condition 9.1 (*Issuer Events of Default*) 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 NZ Dollars converted into NZ Dollars at the relevant Swap Rate) or if so directed by an Extraordinary Resolution of the Covered Bondholders shall, (but in the case of the happening of any of the events mentioned in subparagraphs (b) and (c) below, only if the Bond Trustee shall have certified in writing to the Issuers and the Guarantor 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 Issuers and the Guarantor that as against the Issuers and the Guarantor (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 shall, unless such event shall have been cured by the Issuer or the Guarantor (in the case of Covered Bonds issued by ASBFL) prior to the Issuer's or the Guarantor's (as the case may be) 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**) shall occur:

- (a) default is made by the Issuer and, in respect of Covered Bonds issued by ASBFL, the Guarantor in the payment of any principal or interest when due, in respect of any Covered Bonds and such default continues for a period of 14 days; or
- (b) the Issuer or the Guarantor (where the relevant Issuer is ASBFL) defaults in performance or observance of or compliance with any of its other undertakings set out in the Covered Bonds or the Guarantee which default is incapable of remedy or which, if capable of remedy, is not remedied within 30 days after notice of such default shall have been given to the Issuer and the Guarantor (if the relevant Issuer is ASBFL) by the Bond Trustee; or
- (c) the Issuer or the Guarantor (where the relevant Issuer is ASBFL) becomes insolvent or it is unable to pay its debts as they mature or the Issuer or the Guarantor (where the relevant Issuer is ASBFL) applies for or consents to or suffers the appointment of a liquidator or receiver of the Issuer or the Guarantor (where the relevant Issuer is ASBFL) or the whole or substantially the whole of the undertaking, property, assets or revenues of the Issuer or the Guarantor (where the relevant Issuer is ASBFL) or takes any proceeding under any law for a

readjustment or deferment of its obligations or any part thereof or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors; or

- (d) any law is passed the effect of which is to dissolve the Issuer or the Guarantor (where the relevant Issuer is ASBFL) or ASBBL ceases to carry on a general banking business in New Zealand or ASBBL ceases to be authorised to carry on a general banking business within New Zealand; or
- (e) (where the relevant Issuer is ASBFL) the Guarantee ceases to be, or is claimed by the Issuer or the Guarantor not to be, in full force and effect; or
- (f) if an Asset Coverage Test Breach Notice is served and not revoked (or deemed to be revoked) in accordance with the terms of the Establishment Deed on or before the next Determination Date to occur following the service of such Asset Coverage Test Breach Notice; or
- (g) if the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds is breached during the Pre-Maturity Test Period and the amount standing to the credit of the Pre-Maturity Ledger of the GIC Account is less than the NZ Dollar Equivalent of the Required Redemption Amount for each Series of Hard Bullet Covered Bonds in respect of which the Pre-Maturity Test has been breached on the earlier to occur of:

(A) the later of:

- I. the date that is 10 Local Business Days from the date that the Seller is notified of that breach; and
- II. the date that is six months prior to the Final Maturity Date of the relevant Series of Hard Bullet Covered Bonds; and

(B) the Final Maturity Date of that Series of Hard Bullet Covered Bonds.

Upon the Covered Bonds becoming immediately due and repayable against the Issuer and the Guarantor pursuant to this Condition 9.1 (*Issuer Events of Default*), the Bond Trustee shall forthwith serve a notice to pay (the **Notice to Pay**) on the Covered Bond Guarantor pursuant to the Covered Bond Guarantee and the Covered Bond Guarantor shall be required to make payments of Guaranteed Amounts when the same shall 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 shall take such proceedings or other action or step against the Issuer and the Guarantor in accordance with Condition 9.3 (*Enforcement*).

The Bond Trust Deed provides that all monies received by or on behalf of the Bond Trustee following the occurrence of an Issuer Event of Default and the delivery of an Issuer Acceleration Notice and a Notice to Pay, from the Issuer, the Guarantor or any receiver, liquidator, administrator, receiver and manager, statutory manager or other similar official appointed in relation to the Issuer or the Guarantor (the **Excess Proceeds**), shall be paid by the Bond Trustee on behalf of the Covered Bondholders of the relevant Series to the Covered Bond Guarantor for its own account, as soon as practicable, and shall be held by the Covered Bond Guarantor in the GIC Account and the Excess Proceeds shall thereafter form part of the Security and shall be used by the Covered Bond Guarantor in the same manner as all other monies 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 shall discharge *pro tanto* the obligations of the Issuer and the Guarantor (in respect of the Covered Bonds issued by ASBFL) in respect of the payment of the amount of such Excess Proceeds under the Guarantee, Covered Bonds, Receipts and Coupons (as applicable and to the extent of the amount so received and subject to restitution of the same if such Excess Proceeds shall be required to be repaid by the Covered Bond Guarantor) (but shall 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 the Bond Trustee of any Excess Proceeds and payment to the Covered Bond Guarantor of such Excess Proceeds shall not reduce or discharge any of such obligations.

By subscribing for Covered Bond(s), each Covered Bondholder shall 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.

9.2 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 9.2 (*Covered Bond Guarantor Events of Default*) 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 NZ Dollars converted into NZ Dollars at the relevant Swap Rate) or if so directed by an Extraordinary Resolution of all the Covered Bondholders shall, (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 (b) or (e) below, only if the Bond Trustee shall have certified in writing to the Issuers, the Guarantor 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 Issuers, the Guarantor and to the Covered Bond Guarantor, that (x) each Covered Bond of each Series is, and each Covered Bond of each Series shall as against the Issuers and the Guarantor (if not already due and repayable against it following an Issuer Event of Default), 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 shall 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 shall become enforceable if any of the following events (each a **Covered Bond Guarantor Event of Default**) shall occur and be continuing:

- (a) default is made by the Covered Bond Guarantor for a period of 14 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 on the Extended Due for Payment Date under Condition 5.1 (*Final Redemption*) where the Covered Bond Guarantor shall be required to make payments of Guaranteed Amounts which relate to the Final Redemption Amount and which are Due for Payment on the Extended Due for Payment Date; or
- (b) if 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 30 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
- (c) if the Covered Bond Guarantor ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- (d) the Covered Bond Guarantor shall stop payment or shall be unable, or shall admit inability, to pay its debts generally as they fall due or shall be adjudicated or found bankrupt or insolvent; or
- (e) proceedings are initiated against the Covered Bond Guarantor under any applicable liquidation, winding up, insolvency, bankruptcy, composition, reorganisation or other similar

laws (including, but not limited to, presentation of a petition or the filing of documents with a court or any registrar for its winding-up, administration or dissolution or the giving notice of the intention to appoint an administrator (whether out of court or otherwise)); or a receiver and/or manager, administrative receiver, administrator, trustee or other similar official shall be appointed (whether out of court or otherwise) in relation to the Covered Bond Guarantor or in relation to the whole or any part of its assets, or a distress, diligence or execution or other process shall be levied or enforced upon or sued out against the whole or any part of its assets, or if the Covered Bond Guarantor shall initiate or consent to judicial proceedings relating to itself under any applicable liquidation, winding up, insolvency, bankruptcy, composition, reorganisation or other similar laws or shall make a conveyance, assignment or assignation for the benefit of, or shall enter into any composition with, its creditors generally; or

- (f) a failure to satisfy the Amortisation Test (as set out in the Establishment Deed) on any Determination Date following service of a Notice to Pay on the Covered Bond Guarantor; or
- (g) 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 shall take such proceedings or steps in accordance with the first and third paragraphs, respectively, of Condition 9.3 (*Enforcement*) and the Bond Trustee shall 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 (*Taxation*)) as provided in the Bond Trust Deed in respect of each Covered Bond.

9.3 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 Issuers and the Guarantor) 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 Issuers and/or the Guarantor (in the case of Covered Bonds issued by ASBFL) 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, the Receipts and the Coupons or any other Programme Document, but it shall not be bound to take any such enforcement proceedings or other action or step in relation to the Bond Trust Deed, the Covered Bonds, the Receipts or the Coupons or any other Programme Document unless (i) it shall have 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 NZ Dollars at the relevant Swap Rate as aforesaid) 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 NZ Dollars at the relevant Swap Rate as aforesaid) and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

In exercising any of its powers, trusts, authorities and discretions the Bond Trustee shall only have regard to the interests of the Covered Bondholders of all Series equally and shall 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 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 the Security Trustee to take such steps as it may think fit to enforce the Security, but it shall not be bound to give any such direction and the Security Trustee shall not be bound to take any such steps or proceedings unless (i) the Bond Trustee shall have 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 NZ Dollars at the relevant Swap Rate as aforesaid) 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 NZ Dollars at the relevant Swap Rate as aforesaid); and (ii) each of the Bond Trustee and Security Trustee shall have been indemnified and/or secured and/or prefunded to its satisfaction. In exercising any of its powers, trusts, authorities and discretions under this paragraph each of the Bond Trustee and the Security Trustee shall only have regard to the interests of the Covered Bondholders of all Series equally and shall not have regard to the interests of any other Secured Creditors.

No Covered Bondholder, Receiptholder or Couponholder shall be entitled to institute proceedings directly against the Issuer, the Guarantor (in the case of Covered Bonds issued by ASBFL) or the Covered Bond Guarantor or to take any step or action with respect to the Bond Trust Deed, the Covered Bonds, the Receipts, the Coupons, or the Security 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, Receiptholder or Couponholder may, himself institute such proceedings and/or prove in the winding up, administration or liquidation of the Issuer and/or the Guarantor 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, Receipts and Coupons and/or the Bond Trust Deed).

9.4 Directions of Security Trustee by Bond Trustee

The Security Trustee shall not be obliged to take any steps under any of the Programme Documents or exercise any of its powers, rights, trusts, authorities, duties, functions or discretions under any of the Programme Documents to which the Security Trustee is a party without first taking instructions from the Bond Trustee (provided that the Security Trustee shall never be entitled to seek or receive instructions from the Bond Trustee in relation to clauses 10.5 or 24 of the Security Deed or in relation to investing in Authorised Investments) and having been indemnified and/or secured to its satisfaction as aforesaid and provided always that the Security Trustee shall 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. The Security Trustee may exercise a right, power or discretion without receiving any instructions from the Bond Trustee if the Security Trustee reasonably believes that it is in the best interests of the Secured Creditors that it does so.

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 shall do so (save where expressly provided otherwise), in relation to (i) only, in its absolute discretion subject to and in accordance with these presents or, in relation to both (i) and (ii) 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 NZ Dollars, converted into NZ Dollars at the relevant 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 NZ dollars, converted into NZ dollars at the relevant Swap Rate) subject in each case to the Bond Trustee being indemnified and/or secured and/or prefunded to its satisfaction prior to it giving any instructions to the Security Trustee. The Bond Trustee shall 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 shall have no obligation to monitor the performance of the Security Trustee and shall have no liability to any person for the performance or non-performance of the Security Trustee. In no circumstances will the Bond Trustee be required to indemnify, secure or prefund the Security Trustee.

An Extraordinary Resolution passed at a meeting of Covered Bondholders duly convened and held in accordance with the Bond Trust Deed and is binding upon the Security Trustee and all the Secured Creditors whether present or not present at such meeting and each of such Secured Creditors and subject to the provisions of the Security Deed the Security Trustee is bound to give effect to the Extraordinary Resolution. The Security Trustee is not required to do or omit to do any act if, in the opinion of the Security Trustee, this might cause it to breach a law, a Programme Document, a fiduciary duty or an obligation owed to another person.

10. MEETINGS OF COVERED BONDHOLDERS, MODIFICATION, WAIVER, SUBSTITUTION, RATINGS AGENCIES AND LEGISLATIVE EXCHANGE

Covered Bondholders, Receiptholders, Couponholders and other Secured Creditors should note that the Issuers, the Guarantor, the Covered Bond Guarantor and 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.

10.1 Meetings

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 shall 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 shall 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: (i) 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 (ii) 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 (iii) 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. An Extraordinary Resolution passed at any meeting of the Covered Bondholders of a Series shall, 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 Receiptholders and 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 shall 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 9.1 (*Issuer Events of Default*) or to give a Covered Bond Guarantee Acceleration Notice pursuant to Condition 9.2 (*Covered Bond Guarantor Events of Default*) 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 shall not be treated as such for the purposes of the Bond Trust Deed (each a **Programme Resolution**) shall 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 Guarantor, 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 shall be binding on all the Covered Bondholders of all Series, whether or not they are present at the meeting, and on all related Receiptholders and 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 NZ Dollars, the Principal Amount Outstanding of the Covered Bonds of any Series not denominated in NZ Dollars shall be converted into NZ Dollars at the relevant Swap Rate.

10.2 Modification and waiver

The Bond Trustee may, without the consent or sanction of any of the Covered Bondholders of any Series, the related Receiptholders and/or the Couponholders and without the consent or sanction of the other Secured Creditors (other than any Secured Creditors who are party to the relevant document), at any time and from time to time, concur with the Issuer, the Guarantor, the Covered Bond Guarantor or any other party or direct the Security Trustee to concur with the Issuer, the Guarantor, the Covered Bond Guarantor or any other party in making any modification of the Covered Bonds of one or more Series, the related Receipts and/or Coupons or any Programme Document:

- (a) which in the opinion of the Bond Trustee is not materially prejudicial to the interests of the Covered Bondholders of any Series but such power does not extend to any such modification referred to in the definition of Series Reserved Matter; or
- (b) 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 is made 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) (without prejudice to (a) and (b) above) which is made to enable Covered Bondholders and Secured Creditors or any of them to obtain the protection and/or other benefits of any legislation or regulation or any directive of any regulatory body including, without limitation, the RBNZ that is introduced in New Zealand for the purpose of supporting the issuance of covered bonds provided that the Bond Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Covered Bondholders of any Series.

Notwithstanding the above the Bond Trustee and the Security Trustee shall not be obliged to agree to any amendment, which, in the sole opinion of the Bond Trustee or the Security Trustee, (as applicable), would have the effect of (x) exposing the Bond Trustee or the Security Trustee, (as applicable), to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (y) increasing the obligations or duties, or decreasing the protections, of the Bond Trustee or the Security Trustee, (as applicable), 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 Receiptholders and/or 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 shall 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, the Guarantor 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 shall not be treated as such for the purposes of the Bond Trust Deed, PROVIDED ALWAYS THAT the Bond Trustee shall not exercise any powers conferred on it in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 9.1 (*Issuer Events of Default*) or 9.2 (*Covered Bond Guarantor Events of Default*) but so that no such direction or request shall 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, shall be binding on the Covered Bondholders, the related Receiptholders and/or the Couponholders and, if, but only if, the Bond Trustee shall so require, shall be notified by the

Issuer, the Guarantor or the Covered Bond Guarantor (as the case may be) to the Covered Bondholders in accordance with Condition 12 (*Notices*) as soon as practicable thereafter.

Subject to as provided below, the Bond Trustee shall be bound to waive or authorise, or direct the Security Trustee to waive or authorise, any breach or proposed breach by the Issuer, the Guarantor 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 shall 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 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 NZ Dollars at the relevant 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 NZ Dollars at the relevant 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 NZ Dollars at the relevant 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 NZ Dollars as aforesaid), and at all times then only if it shall be 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.

The Security Trustee may, without the consent of the Secured Creditors (other than any Secured Creditor who is a party to the relevant document) and without prejudice to its right in respect of any further or other breach, from time to time and at any time, but only if so directed by (a) the Bond Trustee, so long as there are any Covered Bonds outstanding or (b) the Majority Secured Creditors, if there are no Covered Bonds outstanding, authorise or waive any proposed or actual breach of any of the covenants or provisions contained in any Programme Document and/or agree to any modification to any Programme Document. Any such authorisation or waiver or modification shall be binding on the Secured Creditors and, unless the Bond Trustee otherwise agrees, notice thereof shall be given by the Issuer or the Guarantor or the Covered Bond Guarantor (as the case may be) to the Secured Creditors as soon as practicable thereafter.

Any such modification, waiver, authorisation or determination shall be binding on all the Covered Bondholders of all Series of Covered Bonds for the time being outstanding, the related Receiptholders and the Couponholders and the other Secured Creditors, and unless the Bond Trustee otherwise agrees, any such modification shall be notified by the Issuer, to the Covered Bondholders of all Series of Covered Bonds in accordance with Condition 12 (*Notices*) and to the Rating Agencies as soon as practicable thereafter.

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 shall have regard to the general interests of the Covered Bondholders of each Series as a class (but shall not have regard to any interests arising from circumstances particular to individual Covered Bondholders, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Covered Bondholders, the related Receiptholders, 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 shall not be entitled to require, nor shall any Covered Bondholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Guarantor, 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, Receiptholders and/or Couponholders, except to the extent already provided for in Condition 7 (*Taxation*) and/or in any undertaking or covenant given in addition to, or in substitution for, Condition 7 (*Taxation*) pursuant to the Bond Trust Deed.

Prior to the Bond Trustee and/or the Security Trustee making or granting any waiver, authorisation or determination or agreeing to any modification pursuant to this Condition, the Guarantor must send written confirmation to the Bond Trustee and Security Trustee that: (i) any such waiver, authorisation, determination or modification would not require the RBNZ to be notified; or (ii) if such waiver, authorisation, determination or modification would require the RBNZ to be notified, the Guarantor has provided all information required to be provided to the RBNZ and, if consent is required, the RBNZ has given its consent to the proposed waiver, authorisation, determination or modification.

Subject to any required RBNZ consent, the Bond Trustee and Security Trustee shall concur in and effect any modifications to the Programme Documents that are requested by the Covered Bond Guarantor or the Trust Manager to accommodate the accession of a new Servicer, new Swap Provider or new Agent to the Programme provided that (a) each of the Swap Providers provide written confirmation to the Security Trustee consenting to such modification of those documents to which they are a party (such consent not to be unreasonably withheld); (b) the Covered Bond Guarantor or the Trust Manager, as the case may be, has certified to the Security Trustee and the Bond Trustee in writing that such modifications are required in order to accommodate the addition of the new Servicer, new Swap Provider or new Agent to the Programme; and (c) all other conditions precedent to the accession of the new Servicer, new Swap Provider or new Agent to the Programme set out in the Programme Documents have been satisfied at the time of the accession.

10.3 Substitution

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

- (i) 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 or the Guarantor, as the case may be;
- (ii) 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 or the Guarantor, as the case may be;
- (iii) each stock exchange or market on which the Covered Bonds are listed confirming in writing that following the proposed substitution of the Substituted Debtor the Covered Bonds will continue to be listed on such stock exchange or market;
- (iv) the supplemental trust deed containing a warranty and representation by the Substituted Debtor that (A) the Substituted Debtor has obtained all necessary governmental and regulatory approvals and consents necessary for or in connection with the assumption by the Substituted Debtor of liability as principal debtor in respect of, and of its obligations under, the supplemental trust deed and the Covered Bonds; (B) such approvals and consents are at the time of substitution in full force and effect; and (C) the obligations

assumed by the Substituted Debtor under the supplemental trust deed are legal, valid and binding in accordance with their respective terms;

- (v) in the case of the substitution of ASBFL, the obligations of the Substituted Debtor being or remaining guaranteed by the Guarantor on the terms set out in the Bond Trust Deed;
- (vi) confirmations being received by the Bond Trustee from each Rating Agency that the substitution will not adversely affect the then current rating of the Covered Bonds;
- (vii) 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 any Taxing Jurisdiction, undertakings or covenants in form and manner satisfactory to the Bond Trustee being given by the Substituted Debtor in terms corresponding to the provisions of Condition 7 (*Taxation*) with the substitution for (or, as the case may be, the addition to) the references to the Taxing Jurisdiction 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 5.2 (*Redemption for Tax Reasons*) being modified accordingly;
- (viii) without prejudice to the rights of reliance of the Bond Trustee under the immediately following paragraph, the Bond Trustee being satisfied that the relevant transaction is not materially prejudicial to the interests of the Covered Bondholders;
- (ix) two directors of the Substituted Debtor (or other officer acceptable to the Bond Trustee) certifying 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);
- (x) the Issuer, Guarantor and the Covered Bond Guarantor, delivering 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;
- (xi) the Covered Bond Guarantee remaining in place or being modified to apply *mutatis mutandis* and continuing in full force and effect in relation to any Substituted Debtor.

Any such supplemental trust deed or undertaking shall, if so expressed, operate to release the Issuer or the Guarantor, as the case may be, or in either case the previous substitute as aforesaid from all of its obligations as principal debtor or guarantor, as the case may be, under the Bond Trust Deed.

In addition, subject as further provided in the Bond Trust Deed, the Bond Trustee may without the consent or sanction of the Covered Bondholders, Receiptholders or Couponholders at any time agree to the substitution in place of the Issuer (or any previous substitute under this Condition) as the principal debtor under the Covered Bonds, Receipts, Coupons and the Bond Trust Deed or the Guarantor or any other corporation subject to (a) all amounts payable under the Bond Trust Deed continuing to be guaranteed by the Guarantor (unless the new company is the Guarantor), and (b) certain other conditions set out in the Bond Trust Deed being complied with.

Any substitution pursuant to this Condition 10.3 (*Substitution*) shall be binding on the Covered Bondholders and shall be notified in a form previously approved by the Bond Trustee by the new Issuer to the Covered Bondholders not later than 14 days after any such substitution in accordance with Condition 12 (*Notices*).

10.4 Rating Agencies

If:

- (a) a confirmation or affirmation of rating or other response by a Rating Agency is a condition to any action or step under any Programme Document; and

- (b) the Trust Manager has delivered to the Covered Bond Guarantor (copied to the Seller and each Rating Agency) written confirmation that it has notified the Rating Agencies of the action or step and that the Trust Manager is satisfied, following discussions with the Rating Agencies, that the action or step, as applicable, will not result in a reduction, qualification or withdrawal of the ratings then assigned by the Rating Agencies and the Rating Agency does not consider such confirmation necessary,

the parties shall be entitled to assume that the then current rating of the Covered Bonds from that Rating Agency will not be downgraded, qualified or withdrawn by such Rating Agency as a result of such action or step.

The Bond Trustee shall be entitled to treat as conclusive a certificate signed by an Authorised Signatory of the Issuer or the Covered Bond Guarantor as to any matter referred to in (b) above and the Bond Trustee shall not be responsible for any Liability that may be caused as a result.

10.5 Legislative Exchange

Following the coming into force in New Zealand, at any time after the Programme Date, of any legislation, rules, regulations or guidelines published by any governmental authority that provide for the regulation of covered bonds issued by New Zealand issuers, each Issuer may agree with the Bond Trustee and without the consent of the Security Trustee, the Covered Bondholders, the Receiptholders or the Couponholders, to exchange, provided that such exchange is necessary in the opinion of the Issuer (as certified to the Bond Trustee in accordance with paragraph (b) (*Legislative Exchange*) below) for the Covered Bonds to comply with any new legislation, rules, regulations or guidelines and such compliance cannot be attained through the modification of the Programme Documents, all (but not some only) of the Covered Bonds of all Series then outstanding (the **Existing Covered Bonds**) for new Covered Bonds which are regulated by such new legislation, rules, regulations or guidelines (the **New Covered Bonds**) and to the extent permitted by such new legislation, rules, regulations or guidelines, are in identical form, amount and denomination as the Existing Covered Bonds and on the same economic terms and conditions as the Existing Covered Bonds (the **Legislative Exchange**) if not more than 60 nor less than 30 days' notice to the Covered Bondholders (in accordance with Condition 12 (*Notices*), the Bond Trustee and the Principal Paying Agent is given by each Issuer and provided that:

- (a) on the date on which such notice expires each Issuer delivers to the Bond Trustee a certificate signed by two directors of such Issuer confirming that (a) no Issuer Event of Default (as defined in Condition 9 (*Events of Default and Enforcement*)) or Potential Issuer Event of Default (as defined in this Condition 10 (*Meetings of Covered Bondholders, Modification, Waiver, Substitution, Ratings Agencies and Legislative Exchange*)) and (b) no Covered Bond Guarantor Event of Default (as defined in Condition 9 (*Events of Default and Enforcement*)) or Potential Covered Bond Guarantor Event of Default (as defined in this Condition 10 (*Meetings of Covered Bondholders, Modification, Waiver, Substitution, Ratings Agencies and Legislative Exchange*)), shall have occurred and be continuing (disregarding for the purposes of this certificate any such event which occurs or which has occurred due to the implementation of such legislation, rules, regulations or guidelines);
- (b) each Issuer delivers to the Bond Trustee a certificate signed by two directors of such Issuer certifying that the New Covered Bonds are in identical form, amount and denomination as the Existing Covered Bonds to the extent permitted by such new legislation, rules, regulations or guidelines and that such exchange is necessary in the opinion of the Issuer for the Covered Bonds to comply with the new legislation, rules, regulations or guidelines;
- (c) each Rating Agency which has previously assigned a rating to the Existing Covered Bonds confirms to the relevant Issuer in writing that the New Covered Bonds will be assigned the same rating as is then applicable to the Existing Covered Bonds;
- (d) if the Existing Covered Bonds are listed, quoted and/or traded on or by a competent and/or relevant listing authority, stock exchange and/or quotation system on or before the date on which such notice expires, each Issuer delivers to the Bond Trustee a certificate signed by two directors of such Issuer confirming that all applicable rules of such competent and/or relevant

listing authority, stock exchange and/or quotation system have been or will be complied with (or compliance with such rules has been waived by the relevant listing authority, stock exchange and/or quotation system); and

- (e) each Issuer will procure delivery of legal opinions addressed to the Bond Trustee on the date of such exchange, in form and content satisfactory to the Bond Trustee as to such law as the Bond Trustee may request.

The Existing Covered Bonds will be cancelled concurrently with the issue of the New Covered Bonds and with effect on and from the date of issue thereof all references herein to Covered Bonds shall be deemed to be references to the New Covered Bonds and the Bond Trustee may, pursuant to the provisions described in this Condition 10 (*Meetings of Covered Bondholders, Modification, Waiver, Substitution, Ratings Agencies and Legislative Exchange*), agree with the relevant Issuer and the Covered Bond Guarantor such modifications to the Programme Documents as may be necessary for the issue of the New Covered Bonds under the new legislation, rules, regulations or guidelines.

For the purposes of this Condition 10 (*Meetings of Covered Bondholders, Modification, Waiver, Substitution, Ratings Agencies and Legislative Exchange*):

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 any proposal:

(i) to amend the dates of maturity or redemption of the Covered Bonds, or any date for payment of interest or Interest Amounts on the Covered Bonds or the obligation of the Issuer to pay additional amounts pursuant to Condition 7 (*Taxation*), (ii) to reduce or cancel the Principal Amount Outstanding of, or any premium payable on redemption of, the Covered Bonds, (iii) to reduce the rate or rates of interest in respect of the Covered Bonds or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Covered Bonds, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount is set out in the Final Terms, to reduce any such amount, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or Specified Denomination of the Covered Bonds, (vii) to take any steps that as specified in the Final Terms may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, or (viii) to modify the provisions concerning the quorum required at any meeting of Covered Bondholders or the majority required to pass the Extraordinary Resolution.

11. REPLACEMENT OF COVERED BONDS, RECEIPTS, COUPONS AND TALONS AND EXCHANGE OF TALONS

Should any Covered Bond, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced subject to applicable laws, regulations and listing authority, stock exchange and/or quotation system regulations at the specified office of the Principal Paying Agent in London (in the case of Bearer Covered Bonds, Receipts, Coupons or Talons) or the specified office of the Registrar (in the case of Registered Covered Bonds), or any other place approved by the Bond Trustee of which notice shall have been published in accordance with Condition 12 (*Notices*) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Covered Bond, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Covered Bonds, Receipts, Coupons or further Coupons) and

otherwise as the Issuer may require. Mutilated or defaced Covered Bonds, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

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 (*Prescription*).

12. 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 shall 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 shall approve.

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 and/or DTC, be substituted for such publication in such newspaper(s) or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or DTC 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 shall 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 and/or DTC.

Notices to be given by any Covered Bondholder shall 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 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, Clearstream, Luxembourg and/or DTC, as the case may be, in such manner as the Principal Paying Agent, the Registrar and DTC and/or Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

13. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Covered Bondholders, the Receiptholders or the Couponholders to create and issue further 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 shall be consolidated and form a single Series with the outstanding Covered Bonds of such Series.

14. INDEMNIFICATION OF THE BOND TRUSTEE AND THE SECURITY TRUSTEE AND THE BOND TRUSTEE AND SECURITY TRUSTEE CONTRACTING WITH AN ISSUER, THE GUARANTOR 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 shall 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 an Issuer, the Guarantor, 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, an Issuer, the Guarantor, 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, Receipholders 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.

Neither the Bond Trustee nor the Security Trustee will be responsible for any loss, expense or liability which may be suffered as a result of any Mortgage Loans or Related Security, 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 and/or the Security Trustee. Neither the Bond Trustee nor the Security Trustee will be responsible for *inter alia*: (i) supervising the performance by an Issuer, the Guarantor or any other party to the Programme Documents of their respective obligations under the Programme Documents and the Bond Trustee and the Security Trustee will be entitled to assume, until they each have 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 an Issuer, the Guarantor or any other party to the Programme Documents under the Programme Documents; (iii) monitoring the Mortgage Loan Portfolio, including, without limitation, whether the Mortgage Loan Portfolio is in compliance with the Asset Coverage Test or the Amortisation Test; (iv) monitoring whether Mortgage Loans are Qualifying Mortgage Loans or (v) monitoring whether the Pre-Maturity Test has been breached. Neither the Bond Trustee nor the Security Trustee will 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 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 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.

15. LIMITED RECOURSE AND NON-PETITION

- 15.1** Only the Security Trustee may pursue the remedies available under the general law or under the Security Deed to enforce the Security and no Transaction Party shall be entitled to proceed directly

against the Covered Bond Guarantor to enforce the Security. In particular, each Transaction Party (other than the Covered Bond Guarantor and the Security Trustee) has agreed with and acknowledges to each of the Covered Bond Guarantor and the Security Trustee, and the Security Trustee agreed with and acknowledged to the Covered Bond Guarantor, that:

- (a) none of the Transaction Parties (nor any person on their behalf, other than the Security Trustee where appropriate) is entitled, otherwise than as permitted by the Programme Documents, to direct the Security Trustee to enforce the Security or take any proceedings against the Covered Bond Guarantor to enforce the Security;
- (b) none of the Transaction Parties (other than the Security Trustee) shall have the right to take or join any person in taking any steps against the Covered Bond Guarantor for the purpose of obtaining payment of any amount due from the Covered Bond Guarantor to any of such Transaction Parties;
- (c) until the date falling two years after the Vesting Date none of the Transaction Parties nor any person on their behalf shall initiate or join any person in initiating an Insolvency Event in relation to the Trust other than a Receiver appointed under clause 15 of the Security Deed; and
- (d) none of the Transaction Parties shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priorities of Payments not being complied with.

15.2 The Covered Bondholders agree with and acknowledge to each of the Covered Bond Guarantor and the Security Trustee, and the Security Trustee has agreed with and acknowledged to the Covered Bond Guarantor, that notwithstanding any other provision of any Programme Document, all obligations of the Covered Bond Guarantor to such party including, without limitation, the Secured Obligations, are limited in recourse to the Covered Bond Guarantor as set out below:

- (i) it will have a claim only in respect of the Charged Property and will not have any claim, by operation of law or otherwise, against, or recourse to, any of the Covered Bond Guarantor's other assets;
- (ii) sums payable to each party in terms of the Covered Bond Guarantor's obligations to such party shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such party and (b) the aggregate amounts received, realised or otherwise recovered and immediately available for payment by or for the account of the Covered Bond Guarantor in respect of the Charged Property whether pursuant to enforcement of the Security or otherwise, net of any sums which are payable by the Covered Bond Guarantor in accordance with the Priorities of Payments in priority to or *pari passu* with sums payable to such party; and
- (iii) upon the Security Trustee giving written notice to the relevant party that it has determined in its opinion, and the Servicer having certified to the Security Trustee, that there is no reasonable likelihood of there being any further realisations in respect of the Charged Property (whether arising from an enforcement of the Security or otherwise) which would be available to pay unpaid amounts outstanding under the relevant Programme Document, the relevant party shall have no further claim against the Covered Bond Guarantor in respect of any such unpaid amounts and the obligations to pay such unpaid amounts shall be discharged in full,

save that this limitation will not apply to a liability of the Covered Bond Guarantor to the extent it results from the Covered Bond Guarantor's fraud, gross negligence, wilful default or breach of trust.

15.3 The Covered Bondholders agree with and acknowledge 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 this deed or any other Programme Document (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 it results from the Security Trustee's fraud, gross negligence, wilful default or breach of trust.

- 15.4** To the extent permitted by law, no recourse under any obligation, covenant, or agreement of any person contained in the Programme Documents shall 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 shall 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.

16. DISAPPLICATION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

17. GOVERNING LAW

The Bond Trust Deed (including the Guarantee and the Covered Bond Guarantee), the Principal Agency Agreement, the Covered Bonds, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law unless specifically stated to the contrary.

18. JURISDICTION

- 18.1** Each of the Issuers, the Guarantor and the Covered Bond Guarantor hereby irrevocably submits to the jurisdiction of the English courts in any action or proceeding arising out of or related to the Covered Bonds. The courts of England and (in the case of any action involving ASBBL and/or ASBFL) New Zealand are to have jurisdiction to settle any dispute (including a dispute relating to any non-contractual obligations arising out of or in connection with the Covered Bonds), and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English or New Zealand courts (as applicable) are an inconvenient forum for the maintenance or hearing of such action or proceeding. Each party may take any suit, action or proceeding arising out of or in connection with the Covered Bonds (including any proceedings relating to any non-contractual obligations arising out of or in connection with the Covered Bonds) against any of the Issuers, the Guarantor and the Covered Bond Guarantor in any other court of competent jurisdiction and concurrent proceedings in any number of jurisdictions.

- 18.2** Each of the Issuers, the Guarantor and the Covered Bond Guarantor:

- (a) agrees that the process by which any proceedings in England are begun may be served on it by delivery to ASB Finance Limited, London Branch being at the date hereof at Senator House, 85 Queen Victoria Street, London EC4V 4HA;
- (b) agrees to procure that, so long as any of the Covered Bonds issued or guaranteed by it (as the case may be) remains liable to prescription, there shall 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;
- (c) agrees that a failure by any such person to give notice of such service or process to the Issuer, the Guarantor or the Covered Bond Guarantor shall not impair the validity of such service or of any judgment based thereon; and
- (d) agrees that nothing in these Conditions shall affect the right to serve process in any other manner permitted by law.

USE OF PROCEEDS

The net proceeds from each issue of Covered Bonds by ASBBL will be used for the general purposes of ASBBL and its subsidiaries. The proceeds from each issue of Covered Bonds by ASBFL will be on-lent to ASBBL for the general purposes of ASBBL and its subsidiaries.

ASB BANK LIMITED

ASBBL is the parent company of the ASB Group. ASBBL was re-registered pursuant to the Companies Re-registration Act 1993 on 30 June 1995 with the company number 398445. ASBBL is governed by, and operates within the ambit of and as required by, its constitution, the NZ Companies Act, the RBNZ Act and the Financial Reporting Act 1993 (which constitute the corporate governance regime of New Zealand applicable to ASBBL).

ASBBL's registered office is at Level 28, ASB Bank Centre, 135 Albert Street, Auckland, New Zealand, telephone number +64 9377 8930. ASBBL is a full service, nationally operating bank. ASBBL is a wholly owned subsidiary of ASB Holdings Limited which in turn is 100 per cent owned by the Commonwealth Bank of Australia. ASBBL's Board of Directors and management operate autonomously from the Board of Directors and management of the Commonwealth Bank of Australia.

As at 30 June 2011, ASB had total assets of NZ\$63,050 million (including total advances of NZ\$53,153 million) and total deposits of NZ\$55,559 million. Net profit after tax for the twelve months to 30 June 2011 was NZ\$568 million.

The RBNZ has set minimum regulatory capital requirements for banks that are consistent with the internationally agreed framework developed by the Basel Committee on Banking Supervision. These requirements define what is acceptable as capital and provide for methods of measuring the risks incurred by the ASB Group. ASBBL must comply with RBNZ minimum capital adequacy ratios under its conditions of registration as a registered bank under the RBNZ Act. The Basel Committee has issued a revised framework for the calculation of capital adequacy for banks, commonly known as Basel II. The ASB Group was accredited by the RBNZ to calculate regulatory capital requirements under Basel II from the first quarter of 2008. As at 30 June 2011, ASBBL's Tier One capital ratio was 11.2 per cent and its total capital ratio was 12.8 per cent against RBNZ requirements of 4 per cent and 8 per cent respectively.

Unless otherwise stated, the financial information contained in this section has been extracted without material adjustment from the audited published consolidated financial statements of ASBBL.

History and Recent Developments

The Auckland Savings Bank was founded in June 1847. Following deregulation of the banking industry in late 1986, it became a full-service bank offering personal, corporate and business banking services and treasury operations, and changed its name to ASB Bank in August 1987. As a result of the Trustee Banks Restructuring Act 1988, ASBBL was incorporated on 16 August 1988 in New Zealand.

The Commonwealth Bank of Australia acquired a 75 per cent shareholding in February 1989, with the ASB Bank Community Trust retaining a 25 per cent shareholding.

In 1992 ASBBL commenced its national expansion programme by moving outside its traditional Auckland and Northland areas of operation.

On 30 March 1999, the direct shareholding of ASBBL changed from Commonwealth Investments New Zealand Limited (75 per cent) and ASB Bank Community Trust (25 per cent) to being a wholly owned subsidiary of ASB Group Limited; ASB Group Limited then being owned by the Commonwealth Bank of Australia (75 per cent) and the ASB Bank Community Trust (25 per cent).

On 3 October 2000, the Commonwealth Bank of Australia purchased the remaining 25 per cent of ASB Group Limited from the ASB Bank Community Trust.

Effective 1 July 2001, Commonwealth Bank of Australia restructured its New Zealand operations and moved the ultimate New Zealand ownership of ASBBL to ASB Holdings Limited. Commonwealth Bank of Australia owns 100 per cent of ASB Holdings Limited, which in turn owns 100 per cent of ASBBL.

Business Overview

ASBBL is a full service, nationally operating bank and financial services company. It provides a seamless, total service that covers a comprehensive range of financial options that can be tailored to the needs of over 1.1 million international, corporate, business, rural and personal customers.

Personal Banking

ASBBL is New Zealand's pre-eminent personal bank, and a recognised leader in customer service through the practical application of leading edge technology and community support. ASBBL was the first bank in New Zealand to offer real time banking, and since then ASBBL has continued to invest in, and take advantage of, technological advances that make it easier for customers to conduct business with ASBBL. Personal Banking overall customer satisfaction consistently rates amongst the highest of the major New Zealand Banks (Source: The Nielsen Company).

Long recognised for its strength in the home loan market, ASBBL's residential mortgage lending as at 30 June 2011 totalled NZ\$37.4 billion.

Business and Rural Banking

ASBBL is a credible supplier of financial services to businesses and farmers, and its strong capabilities make it the preferred financial partner for many leading businesses. Its point of difference is offering innovative, flexible solutions and delivering its services through the use of advanced, online technology.

International and Institutional Banking

ASBBL specialises in those international and institutional services in which it can make a significant contribution, especially those where advanced technologies offer customer benefits. ASBBL offers cost effective, innovative solutions in electronic transactional processing.

Investment Services

Through ASB Group Investments Limited, customers can invest in a range of international and domestic managed funds and retirement savings options, and access an investment advisory service.

Insurance Services

Customers' insurance needs are met through a range of life, borrowers' protection and health insurance offerings on behalf of Sovereign Insurance Limited, fire and general on behalf of IAG New Zealand Limited and travel insurance on behalf of Tower Insurance Limited. Insurance products are available through ASBBL's branch network and its insurance advisory service.

Share Trading

ASB Securities Limited, a wholly owned subsidiary of ASBBL, is a share broking operation and a member of the New Zealand Exchange (NZX).

International Trade Services

ASBBL provides importers and exporters with a range of specialist international trade and finance services.

Audit & Risk Committee

ASBBL has an Audit & Risk Committee comprising all non-Executive Directors: J.P. Hartley (Chair), D.M. Elder, J.P. Ling, G.L. Mackrell, R.M. McEwan, I.M. Narev and G.R. Walker.

The Audit & Risk Committee assists the Board in fulfilling its statutory and fiduciary responsibilities relating to the external reporting of financial information, the internal control and the independence and effectiveness of audit.

The Audit & Risk Committee:

- independently reviews the financial information prepared by management;
- reviews accounting policies to ensure compliance with current laws, relevant regulations and accounting standards;
- considers with management and the external auditor, significant financial reporting issues and judgments made in connection with the preparation of the financial statements;

- reviews the adequacy of internal controls; and
- oversees the nomination and removal of the external auditor, oversees and appraises the independence, effectiveness and scope of work of the internal and external auditors.

Directors

The directors of ASBBL, the business address of each of whom should be regarded for the purposes of this Prospectus as being Level 28, ASB Bank Centre, 135 Albert Street, Auckland, New Zealand and their principal outside activities, where significant, are set out below. The directors of ASBBL may change from time to time.

G.L. (Garry) Mackrell

B.Sc., B.Econ. (Hons), M.Com.

Mr Mackrell was appointed to the ASBBL Board in December 2001. In a career spanning more than 36 years at CBA, he held several senior executive positions including 13 years as a member of CBA Group's Executive Committee. Roles included General Manager, Institutional Banking; Group Executive, Group Planning and Development, and Group Executive, International Financial Services. Mr Mackrell retired in June 2009 but remains on several of the boards of CBA's banking subsidiaries or strategic banking investments. These include Bankwest Limited, Bank of Hangzhou (China) and Vietnam International Bank.

J.P. (Jon) Hartley

BA (Hons), FCA, ACA, FAICD

Mr Hartley joined the ASBBL Board in June 2004. He is a qualified accountant with extensive business experience across a wide range of industries in several countries. Mr Hartley has been Chair, Chief Executive Officer or Chief Financial Officer of a number of companies including senior roles with Brierley Investments Limited in New Zealand and the Lend Lease Group in Australia. He is currently a Director of VisonFund International Limited, World Vision's global micro finance organisation and an advisory board member for several organisations.

D.M. (Don) Elder

BE (Hons), D Phil

Dr Elder joined the ASBBL Board in September 2005. He is currently Chief Executive of Solid Energy NZ Ltd and previously spent 20 years working in the United Kingdom, United States, Canada and New Zealand. Dr Elder has been a director of numerous companies and organisations and has served on Ministerial advisory committees in Canada and New Zealand. He is currently also a director of a number of New Zealand and international business and industry organisations.

I. (Ian) Narev

BA, LLB (Hons) (Auck); LLM (Cantab); LLM (NYU)

Mr Narev was appointed to the ASBBL Board in March 2008. He is currently the Group Executive, Business and Private Banking for CBA. In July 2011 it was announced that Mr Narev would assume the role of CEO at CBA on 1 December 2011, taking over from Ralph Norris following his retirement. Mr Narev joined CBA in 2007 as Group Head of Strategy from McKinsey & Company, where he was a global partner and head of the New Zealand office. He began his career with McKinsey in New York in 1998. Prior to that he was a lawyer specialising in mergers and acquisitions.

R. (Ross) McEwan

B.Bus (Massey)

Mr McEwan was appointed to the ASBBL Board in October 2008. He is currently Group Executive Retail Banking Services for CBA with responsibility for Retail Banking Services – Australia's largest retail banking operation. Prior to CBA, he was with the ASB Group in New Zealand for 4 years. Mr McEwan has also worked in the insurance and investment industries both in Australia and New Zealand for more than 25 years.

G. (Gavin) Walker

BCA

Mr Walker is the chairman of ASBBL. Mr Walker is a highly regarded and experienced independent director who also currently serves on the boards of BT Investment Management and Lion Nathan National Foods Limited. He is a former director of Goodman Fielder Limited and the AMP New Zealand Advisory Board. His previous executive experience includes being, Chief Executive of Bankers Trust Investment Bank Australia and Chief Executive of Bankers Trust New Zealand Limited. He is a member of the New Zealand Institute of Directors, the Centre of Independent Studies, the Institute of Finance Professionals and an alumnus member of the New Zealand Business Roundtable.

J. (Jonathan) Ling

BEng, MBA, Fellow Australian Institute of Company Directors (FAICD)

Mr Ling has been Chief Executive and Managing Director of Fletcher Building Limited since 2006. Prior to that he was Chief Executive of Fletcher Building's Laminex Division based in Melbourne. Previous industry roles include Executive General Manager of Nylex Division, Chief Executive Officer of Visy Recycling and prior to that Manager Corporate Development with Pacifica Ltd where he led Pacifica's extensive business build up in Asia.

B. (Barbara) Chapman

Chief Executive and Managing Director ASBBL

Ms Chapman commenced as Chief Executive and Managing Director of ASBBL in April 2011. Over the past 17 years she has held a number of diverse senior executive roles with the CBA Group of companies, having started her career with the Group in 1994 as Chief Manager Marketing at ASBBL.

Ms Chapman joined ASBBL's executive team in 2000 as General Manager Marketing and Human Resources before assuming the role of Head of Retail Banking and Marketing in 2001. In this role she was responsible for the Bank's sales and service strategy, personal banking performance, marketing, branding, sponsorship and public relations. She was New Zealand's inaugural "Marketer of the Year" and has received numerous awards for innovative and effective marketing throughout her career.

In 2004, Ms Chapman moved into the role of Managing Director and Chief Executive Officer of Sovereign Assurance Company Limited, the Group's New Zealand Life Assurance business, where she was responsible for the overall performance of that entity.

She then crossed the Tasman on secondment to parent company CBA in 2006, joining the CBA Group executive team there to head up the Marketing and Communications teams. Ms Chapman's most recent executive role at CBA, prior to rejoining ASBBL, has been as Group Executive, Human Resources and Group Services, responsible for the Group's Human Resources and Marketing and Communications functions.

Ms Chapman is a former Chair of Oxfam New Zealand and a former director of Oxfam International. She was also an inaugural Trustee of the New Zealand Equal Opportunities Trust and was its Chair for several years.

ASBBL has in place procedures whereby any conflicts between the directors' duties to the company and their private interests are declared and managed. As at the date of this Prospectus, there are no actual or potential conflicts of interest between the directors' duties to ASBBL and their private interests and/or other duties.

ASB FINANCE LIMITED

ASBFL is a wholly owned subsidiary of ASBBL, incorporated for the purpose of raising funds from offshore institutional debt markets to fund operations of ASBBL.

ASBFL was incorporated in New Zealand with limited liability on 18 October 1994 pursuant to the NZ Companies Act with the company number 652448. ASBFL is governed by, and operates within the ambit of and as required by, its constitution, the NZ Companies Act and the Financial Reporting Act 1993 (which constitute the corporate governance regime of New Zealand applicable to ASBFL).

During the period January 2000 to August 2004, ASBFL operated a branch in Sydney, Australia. The Sydney branch has now ceased operations. ASBFL did not trade in the period following the closing of the Sydney based branch until the establishment of the ASBFL, London Branch in July 2006. The primary activities of ASBFL, London Branch are to raise funds from offshore institutional debt markets under approved debt issuance programmes and on-lend those funds to ASBBL.

As at 30 June 2010, ASBFL had total assets of NZ\$10,793 million. Net profit after tax for the year ended 30 June 2010 was NZ\$1,816,000.

ASBFL does not have an Audit Committee.

Directors

The directors of ASBFL, the business address of each of whom should be regarded for the purposes of this Prospectus as being Level 28, ASB Bank Centre, 135 Albert Street, Auckland, New Zealand and their principal outside activities, where significant are set out below. The directors of ASBFL may change from time to time.

K. D. (Kerry) Francis

Mr Francis is the Chief Executive, Institutional Banking and Markets, responsible for the ASB Group's Corporate and Institutional client business in New Zealand, including Global Markets, Transaction Banking and Economics.

Mr Francis has over 30 years experience in Banking and Financial Markets. He joined ASBBL in 1986 and has held a range of treasury and financial markets roles prior to being appointed to his current position in April 2010.

K. C. (Kevin) McDonald

Mr McDonald is the Chief Risk Officer of ASBBL, responsible for credit, market, operational, and regulatory risk. Kevin joined the ASB Group in January 2010 after 5 years as Chief Risk Officer of RBS International, Jersey.

Mr McDonald has over 30 years experience in the banking industry, including positions with the UK Financial Services Authority and the Barclays Bank Group.

S. R. (Shayne) Bryant

Mr Bryant is the Chief Financial Officer of ASBBL. Mr Bryant joined the ASB Group in March 2010 after 3 years as Chief Financial Officer for CBA's Retail Banking Division.

Mr Bryant has an extensive background in the Financial Services Industry having in addition to Banking also worked in Wealth Management, Life Insurance and General Insurance.

ASBFL has in place procedures whereby any conflicts between the directors' duties to the company and their private interests are declared and managed. As at the date of this Prospectus, there are no actual or potential conflicts of interest between the directors' duties to ASBFL and their private interests and/or other duties.

SUMMARY OF FINANCIAL STATEMENTS OF ASB FINANCE LIMITED

The selected financial information extracted below in respect of ASB Finance Limited is presented in accordance with NZ-IFRS and is derived for the years 30 June 2010 and 2009 from the audited financial statements for the year ended 30 June 2010.

	2010	2009
<u>Statement of comprehensive income for the year ended 30 June</u>	<u>NZ \$'000</u>	<u>NZ \$'000</u>
Interest income	133,877	411,345
Interest expense	131,158	407,661
Net interest income	2,719	3,684
Other income	219	420
Net operating income	2,938	4,104
Operating expenses	344	465
Profit before taxation	2,594	3,639
Taxation	778	1,092
Net profit after taxation	1,816	2,547
Other comprehensive income	-	-
Total comprehensive income for the year	1,816	2,547
 <u>Balance sheet as at 30 June</u>		
ASSETS		
Cash and cash equivalents	2,576	4,929
Advances to related parties	10,739,659	12,230,560
Other assets due from related parties	50,991	77,050
Total assets	10,793,226	12,312,539
 LIABILITIES		
Due to related parties	9	9
Current taxation liability	288	630
Debt issues	10,744,452	12,253,172
Other liabilities	45,602	53,169
Total liabilities	10,790,351	12,306,980
Net assets	2,875	5,559
 EQUITY		
Share capital	320	320
Retained Earnings	2,555	5,239
Total equity attributable to owners of the Company	2,875	5,559

SUPERVISION AND REGULATION OF ASB BANK LIMITED AND ASB FINANCE LIMITED

The supervisory role of the RBNZ

The RBNZ Act requires the RBNZ to exercise its powers of registration of banks and prudential supervision of registered banks for the purposes of:

- promoting the maintenance of a sound and efficient financial system; or
- avoiding significant damage to the financial system that could result from the failure of a registered bank.

The RBNZ's policy around the registration of banks aims to ensure that only financial institutions of appropriate standing and repute are able to become registered banks. Subject to this requirement, the RBNZ has stated that it intends to keep to a minimum any impediments to the entry of new registered banks, in order to encourage competition in the banking system.

The RBNZ's supervisory functions are aimed at encouraging the soundness and efficiency of the financial system as a whole, and are not aimed at preventing individual bank failures or at protecting creditors. The RBNZ seeks to achieve this by drawing on and enhancing disciplines that are naturally present in the market.

As a consequence, the RBNZ places considerable emphasis on a requirement that the banks disclose, on a quarterly basis, information on financial performance and risk positions, and on a requirement that directors regularly attest to certain key matters. These measures are intended to strengthen market disciplines and to ensure that responsibility for the prudent management of banks lies with those who the RBNZ considers are best placed to exercise that responsibility—the directors and management.

The main elements of the RBNZ's supervisory role include:

- requiring all banks to comply with certain minimum prudential requirements, which are applied through conditions of registration. These include constraints on connected exposure, minimum capital adequacy requirements and minimum standards for liquidity risk management, and are set out in more detail below;
- monitoring each registered bank's financial condition and compliance with conditions of registration, principally on the basis of published quarterly disclosure statements. This monitoring is intended to ensure that the RBNZ maintains familiarity with the financial condition of each bank and the banking system as a whole, and maintains a state of preparedness to invoke crisis management powers should this be necessary;
- consulting with the senior management of registered banks;
- using crisis management powers available to it under the RBNZ Act to intervene where a bank distress or failure situation threatens the soundness of the financial system;
- assessing whether a bank is carrying on business prudently;
- issuing guidelines on anti-money laundering and countering financing of terrorism;
- banks internal capital adequacy process and liquidity policy;
- issuing guidelines on corporate governance; and
- maintaining close working relationships with parent bank supervisors (such as APRA in Australia) on bank-specific issues, policy issues and general matters relating to the condition of the financial system in New Zealand and in the countries where parent banks are domiciled.

The disclosure statements that are required to be issued quarterly by registered banks contain comprehensive corporate details and full financial statements at the full and half year, and interim financial statements at the off-quarters. They are subject to full external audit at the end of each financial year and a limited scope review

at the end of each financial half-year. Each bank director is required to sign his or her bank's disclosure statements and to make certain attestations. A bank and its directors may incur criminal and civil penalties if the bank's disclosure statement contains information that is held to be false or misleading.

The RBNZ currently also requires all registered banks to obtain and maintain a credit rating from an approved organisation and publish that credit rating in the quarterly disclosure statements. In addition, the RBNZ has wide reaching powers to obtain further information, data and forecasts in connection with its supervisory functions, and to require that information, data, and forecasts be audited.

It also possesses a number of crisis management powers. Those powers include recommending that a bank's registration be cancelled, investigating the affairs of a registered bank, giving directions to a registered bank, removing, replacing or appointing a director of a registered bank or recommending that a registered bank be subject to statutory management.

If a registered bank is declared to be subject to statutory management, no person may, amongst other things:

- commence or continue any action or other proceedings including proceedings by way of counterclaim against that bank;
- issue any execution, attach any debt, or otherwise enforce or seek to enforce any judgment or order obtained in respect of that bank;
- take any steps to put that bank into liquidation; or
- exercise any right of set-off against that bank.

As part of the RBNZ's supervisory powers, a person must obtain the written consent of the RBNZ before giving effect to a transaction resulting in that person acquiring or increasing a "significant influence" over a registered bank ("significant influence" means the ability to appoint 25 per cent or more of the Board of Directors of a registered bank or a qualifying interest (e.g., legal or beneficial ownership) in 10 per cent or more of its voting securities).

In assessing applications for consent to acquire a significant influence over a registered bank, the RBNZ has stated that it will have regard to the same matters as are relevant in assessing an application for registration as a registered bank. In giving its consent, the RBNZ may impose such terms and conditions as it thinks fit.

Previously, New Zealand banking groups applying the Basel II Internal Models Based Approach, including ASBBL, were subject to a condition of registration that imposed a supervisory adjustment to a banking group's Basel II capital ratio where the capital ratio was less than 90 per cent of capital as calculated under Basel I rules, subject to some adjustments. Under Conditions of Registration applicable from 31 March 2011 there is no longer any requirement to calculate capital ratios for the banking group under a Basel I approach.

New Zealand banking groups also have a condition of registration that requires the parent bank to have minimum solo capital ratios calculated under a Basel I approach. Solo capital ratios remain on the existing Basel I basis.

In December 2010, the RBNZ released a consultation document seeking submissions on a draft policy that would require locally incorporated registered banks, including ASBBL, to obtain a notice of non-objection from the RBNZ before undertaking a significant acquisition, investment or business combination.

On 22 December 2010, the RBNZ released its policy setting out new corporate governance requirements for registered banks. The stated objective of the policy is to strengthen the underpinnings of financial stability by imposing minimum standards and issuing guidance in areas of corporate governance that are relevant to the RBNZ Act. ASBBL's Conditions of Registration have been amended to bring the changes into effect. A one year transition period applies.

On 14 March 2011, the RBNZ released a consultation paper on the pre-positioning requirements that banks will be expected to comply with to fully implement the Open Bank Resolution (**OBR**) policy. OBR is a long-standing policy option aimed at resolving a bank failure quickly, in such a way that the bank can be kept open for business, thus minimising stresses on the overall banking and payments system. Banks are currently being consulted on the systems requirements that are needed to ensure the concept can be put into operation. Submissions for the consultation paper closed on 30 June 2011.

On 31 March 2011, the revised disclosure requirements for banks, as proposed under the RBNZ's Review of Disclosure Requirements for Registered Banks, came into effect. The changes follow two new Orders-in-Council setting out the new disclosure requirements, which were published in the New Zealand Gazette on 28 February 2011. Banks' next disclosure statements, covering the period up to 31 March 2011, will mostly be on the new basis.

The new disclosure regime removes the requirement for banks to publish a Key Information Summary each quarter and amends the Disclosure Statement (DS) requirements, allowing banks to publish a modified annual DS, a streamlined half-year DS and a brief off-quarter DS based on NZ IAS 34.

The RBNZ has stated that the shorter disclosure statements will make information more accessible for investors, depositors and analysts and will significantly reduce the compliance costs for banks.

In April 2011, the RBNZ issued a consultation paper proposing changes to the Capital Adequacy Framework (*Internal Models Based Approach*) (BS2B) and to *Connected Exposures Policy* (BS8). The changes proposed resulted primarily from the RBNZ's review of farm lending capital requirements.

On 3 June 2011, the RBNZ released the new farm lending capital requirements to be effective from 30 June 2011. The RBNZ's original proposal also included changes to effective maturity for all corporate lending including farm lending. The non-farming component of this change has not been implemented. The RBNZ consulted further with banks on this non-farm component, and submissions closed on 29 July 2011.

Conditions of Registration: ASBBL

These conditions apply on and after 30 June 2011, except as provided otherwise.

The registration of ASBBL (the **Bank**) as a registered bank is subject to the following conditions:

1. That the Banking Group complies with the following requirements:
 - (a) the total capital ratio of the Banking Group calculated in accordance with the RBNZ document *Capital Adequacy Framework (Internal Models Based Approach)* (BS2B) dated June 2011 is not less than 8%;
 - (b) the Tier One Capital ratio of the Banking Group calculated in accordance with the RBNZ document *Capital Adequacy Framework (Internal Models Based Approach)* (BS2B) dated June 2011 is not less than 4%; and
 - (c) the capital of the Banking Group calculated in accordance with the RBNZ document *Capital Adequacy Framework (Internal Models Based Approach)* (BS2B) dated June 2011 is not less than \$30 million.

For the purposes of this Condition of Registration the scalar referred to in the RBNZ document *Capital Adequacy Framework (Internal Models Based Approach)* (BS2B) dated June 2011 is 1.06.

- 1A. That -
 - (a) the Bank has an internal capital adequacy assessment process ("ICAAP") that accords with the requirements set out in the document *Guidelines on a Bank's Internal Capital Adequacy Assessment Process ("ICAAP")* (BS12) dated December 2007;
 - (b) under its ICAAP the Bank identifies and measures its "other material risks" defined as all material risks of the Banking Group that are not explicitly captured in the calculation of Tier One and total capital ratios under the requirements set out in the document *Capital Adequacy Framework (Internal Models Based Approach)* (BS2B) dated June 2011. and
 - (c) the Bank determines an internal capital allocation for each identified and measured "other material risk".
- 1B. That the Banking Group complies with all requirements set out in the RBNZ document *Capital Adequacy Framework (Internal Models Based Approach)* (BS2B) dated June 2011.

2. That the Banking Group does not conduct any non-financial activities that in aggregate are material relative to its total activities, where the term material is based on Generally Accepted Accounting Practice, as defined in the Financial Reporting Act 1993.

3. That the Banking Group's insurance business is not greater than 1% of its total consolidated assets.

For the purposes of this condition:

- (a) Insurance business means any business of the nature referred to in section 4 of the Insurance Companies (Ratings and Inspections) Act 1994 (including those to which the Act is disappplied by sections 4(1)(a) and (b) and 9 of that Act), or any business of the nature referred to in section 3(1) of the Life Insurance Act 1908;
 - (b) In measuring the size of the Banking Group's insurance business:
 - (i) where insurance business is conducted by any entity whose business predominantly consists of insurance business, the size of that insurance business shall be:
 - (A) the total consolidated assets of the group headed by that entity; or
 - (B) if the entity is a subsidiary of another entity whose business predominantly consists of insurance business, the total consolidated assets of the group headed by the latter entity;
 - (ii) otherwise, the size of each insurance business conducted by any entity within the Banking Group shall equal the total liabilities relating to that insurance business, plus the equity retained by the entity to meet the solvency or financial soundness needs of the insurance business;
 - (iii) the amounts measured in relation to subparagraphs (i) and (ii) shall be summed and compared to the total consolidated assets of the Banking Group. All amounts in subparagraphs (i) and (ii) shall relate to on balance sheet items only, and shall be determined in accordance with Generally Accepted Accounting Practice, as defined in the Financial Reporting Act 1993;
 - (iv) where products or assets of which an insurance business is comprised also contain a non-insurance component, the whole of such products or assets shall be considered part of the insurance business.
4. That the aggregate credit exposures (of a non-capital nature and net of any allowances for impairment) of the Banking Group to all connected persons do not exceed the rating contingent limit outlined in the following matrix:

Credit Rating of the Registered Bank ³	Connected Exposure Limit (Percentage of the Banking Group's Tier One Capital)
AA/Aa2 and above	75
AA-/Aa3	70
A+/A1	60
A/A2	40
A-/A3	30
BBB+/Baa1 and below	15

Within the rating contingent limit, credit exposures (of a non-capital nature and net of any allowances for impairment) to non-bank connected persons shall not exceed 15% of the Banking Group's Tier One Capital.

³ This table uses the rating scales of Standard & Poor's, Fitch Ratings and Moody's Investor Service. (Fitch Ratings' scale is identical to Standard & Poor's.)

For the purposes of this Condition of Registration, compliance with the rating contingent connected exposure limit is determined in accordance with the RBNZ document entitled *Connected Exposures Policy* (BS8) dated June 2011.

5. That exposures to connected persons are not on more favourable terms (eg. as relates to such matters as credit assessment, tenor, interest rates, amortisation schedules and requirement for collateral) than corresponding exposures to non-connected persons.
- 5A. Before and on 31 March 2012, that the Bank complies with the following corporate governance requirements:
 - (a) the Board of the Bank must contain at least two independent Directors. In this context an independent Director is a Director who is not an employee of the Bank, and who is not a director, trustee or employee of any holding company of the Bank, or any other entity capable of controlling or significantly influencing the Bank;
 - (b) the chairperson of the Bank's Board must not be an employee of the Bank; and
 - (c) the Bank's constitution must not include any provision permitting a Director, when exercising powers or performing duties as a Director, to act other than in what he or she believes is the best interests of the company (i.e. the Bank).
6. On and after 1 April 2012, that the Bank complies with the following corporate governance requirements:
 - (a) the Board of the Bank must have at least five Directors;
 - (b) the majority of the Board members must be non-executive Directors;
 - (c) at least half of the Board members must be independent Directors;
 - (d) an alternate director
 - (i) for a non-executive Director must be non-executive; and
 - (ii) for an independent Director must be independent;
 - (e) at least half the independent Directors of the Bank must be ordinarily resident in New Zealand;
 - (f) the chairperson of the Board of the Bank must be independent;
 - (g) the Bank's constitution must not include any provision permitting a Director, when exercising powers or performing duties as a Director, to act other than in what he or she believes is the best interests of the company (i.e. the Bank).

For the purposes of this Condition of Registration, "non-executive" and "independent" have the same meaning as in the RBNZ document entitled *Corporate Governance* (BS14) dated March 2011.

7. That no appointment of any Director, Chief Executive Officer, or Executive who reports or is accountable directly to the Chief Executive Officer, is made in respect of the Bank unless:
 - (a) the RBNZ has been supplied with a copy of the curriculum vitae of the proposed appointee; and
 - (b) the RBNZ has advised that it has no objection to that appointment.
8. On and after 1 April 2012, that a person must not be appointed as chairperson of the Board of the Bank unless:
 - (a) the RBNZ has been supplied with a copy of the curriculum vitae of the proposed appointee; and

- (b) the RBNZ has advised that it has no objections to that appointment.
9. On and after 1 April 2012, that the Bank has a Board audit committee, or other separate Board committee covering audit matters that meets the following requirements:
- (a) the mandate of the committee must include: ensuring the integrity of the Bank's financial controls, reporting systems and internal audit standards;
 - (b) the committee must have at least three members;
 - (c) every member of the committee must be a non-executive Director of the Bank;
 - (d) the majority of the members of the committee must be independent; and
 - (e) the chairperson of the committee must be independent and must not be the chairperson of the Bank.

For the purposes of this Condition of Registration, "non-executive" and "independent" have the same meaning as in the RBNZ document entitled *Corporate Governance* (BS14) dated March 2011.

10. That a substantial proportion of the Bank's business is conducted in and from New Zealand.
11. That the Bank has legal and practical ability to control and execute any business, and any functions relating to any business, of the Bank that are carried on by a person other than the Bank, sufficient to achieve, under normal business conditions and in the event of stress or failure of the Bank or of a service provider to the Bank, the following outcomes:
- (a) that the Bank's clearing and settlement obligations due on a day can be met on that day;
 - (b) that the Bank's financial risk positions on a day can be identified on that day;
 - (c) that the Bank's financial risk positions can be monitored and managed on the day following any failure and on subsequent days; and
 - (d) that the Bank's existing customers can be given access to payments facilities on the day following any failure and on subsequent days.

For the purposes of this Condition of Registration, the term "legal and practical ability to control and execute" is explained in the RBNZ document entitled *Outsourcing Policy* (BS11) dated January 2006.

12. That:
- (a) the business and affairs of the Bank are managed by, or under the direction or supervision of, the Board of the Bank;
 - (b) the employment contract of the Chief Executive Officer of the Bank or person in an equivalent position (together "CEO") is with the Bank, and the terms and conditions of the CEO's employment agreement are determined by, and any decisions relating to the employment or termination of employment of the CEO are made by, the Board of the Bank; and
 - (c) all staff employed by the Bank will have their remuneration determined by (or under the delegated authority of) the Board or the CEO of the Bank and be accountable (directly or indirectly) to the CEO of the Bank.
- 12A. That the Banking Group complies with the following quantitative requirements for liquidity-risk management:
- (a) the one-week mismatch ratio of the Banking Group is not less than zero percent at the end of each business day;
 - (b) the one-month mismatch ratio of the Banking Group is not less than zero percent at the end of each business day; and

- (c) the one-year core funding ratio of the Banking Group is not less than 65 percent at the end of each business day.

For the purposes of this Condition of Registration, the ratios identified must be calculated in accordance with the RBNZ documents entitled *Liquidity Policy* (BS13) dated March 2011 and *Liquidity Policy Annex: Liquid Assets* (BS13A) dated March 2010.

This Condition does not apply on or after 1 July 2011.

- 13. That the Banking Group complies with the following quantitative requirements for liquidity-risk management:

- (a) the one-week mismatch ratio of the Banking Group is not less than zero percent at the end of each business day;
- (b) the one-month mismatch ratio of the Banking Group is not less than zero percent at the end of each business day; and
- (c) the one-year core funding ratio of the Banking Group is not less than 70 percent at the end of each business day.

For the purposes of this Condition of Registration, the ratios identified must be calculated in accordance with the RBNZ documents entitled *Liquidity Policy* (BS13) dated March 2011 and *Liquidity Policy Annex: Liquid Assets* (BS13A) dated March 2010.

This Condition applies on or after 1 July 2011.

- 14. That the Bank has an internal framework for liquidity risk management that is adequate in the Bank's view for managing the Bank's liquidity risk at a prudent level, and that, in particular:

- (a) is clearly documented and communicated to all those in the organisation with responsibility for managing liquidity and liquidity risk;
- (b) identifies responsibility for approval, oversight and implementation of the framework and policies for liquidity risk management;
- (c) identifies the principal methods that the Bank will use for measuring, monitoring and controlling liquidity risk; and
- (d) considers the material sources of stress that the Bank might face, and prepares the Bank to manage stress through a contingency funding plan.

- 15. That no more than 10% of total assets may be beneficially owned by an SPV.

For the purposes of this condition,

total assets means all assets of the Banking Group plus any assets held by an SPV that are not included in the Banking Group's assets;

SPV means a person -

- (a) to whom any member of the Banking Group has sold, assigned or otherwise transferred any asset;
- (b) who has granted, or may grant, a security interest in its assets for the benefit of any holder of any covered bond; and
- (c) who carries on no other business except for that necessary or incidental to guarantee the obligations of any member of the Banking Group under a covered bond,

covered bond means a debt security issued by any member of the Banking Group, for which repayment to holders is guaranteed by an SPV, and investors retain an unsecured claim on the issuer.

In these Conditions of Registration, **Banking Group** means ASBBL's financial reporting group (as defined in section 2(1) of the Financial Reporting Act 1993).

ASBFL

ASBFL is not a registered bank, and so is not directly subject to the conditions of registration imposed by the RBNZ, nor is it directly regulated by the RBNZ under the RBNZ Act. However, ASBFL is part of the banking group for purposes of ASBBL's registration.

THE ASB COVERED BOND TRUST

The ASB Covered Bond Trust (**Trust**) is a special purpose trust established by the Establishment Deed under New Zealand law on 11 August 2011. The Covered Bond Guarantor is the trustee of the Trust.

The Covered Bond Guarantor's principal office is at Level 10, 141 Willis Street, Wellington, New Zealand. The telephone number of the Covered Bond Guarantor's principal office is +64 4 978 4497.

The Covered Bond Guarantor is dependent on the Trust Manager, the Servicer and the Calculation Manager (amongst others) to provide certain management and administrative services to it, on the terms of the Establishment Deed and the other Programme Documents.

The principal activities of the Trust are set out in the Establishment Deed and include the acquisition, management and sale of, amongst other things, Mortgage Loans and the Related Security, the borrowing of moneys to fund the acquisition of such assets, the hedging of risks associated with such assets and such funding, the acquisition, management and sale of Substitution Assets and Authorised Investments, the giving of guarantees, the granting of security and any other business as the Trust Manager shall direct (with the prior written consent of the Security Trustee, prior to the release of the Security constituted by the Security Deed for as long as the Covered Bonds are outstanding).

The Trust has not engaged since its establishment, and will not engage whilst the Covered Bonds or the Term Advances remain outstanding, in any material activities other than activities incidental to its establishment, activities contemplated under the Programme Documents to which the Covered Bond Guarantor is or will be a party and other matters which are incidental or ancillary to the foregoing.

Beneficiary

The Beneficiary of the Trust as at the date of this Prospectus is Public Trust as trustee of the ASB Securitisation Charitable Trust.

Trust Manager

At the date of this Prospectus, the Trust Manager is Securitisation Advisory Services Pty. Limited. The registered office of the Trust Manager is Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW, 2000, Australia.

Pursuant to the Establishment Deed, the Trust Manager will act as manager of the Trust and will provide certain administrative services required by the Trustee pursuant to the Programme Documents. As compensation for the performance of the Trust Manager's obligations under the Establishment Deed and as reimbursement for its related expenses, the Trust Manager will be entitled to a fee, which will be paid in accordance with the applicable Priority of Payments.

Directors

The directors of Securitisation Advisory Services Pty. Limited, the business address of each of whom should be regarded for the purposes of this Prospectus as being Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW, 2000, Australia, and their principal outside activities, where significant, are as follows:

C.A. (Craig) Carland

Mr Carland is Head of Risk Management IFS at CBA. He is a director of the following other CBA Group companies:

CBA Equities Limited
IWL Limited
Premium Custody Services Pty Ltd
State Nominees Ltd

B.A.H. (Brendan) White

Mr White is Executive General Manager Regional and Agribusiness Banking at CBA.

D. (David) Durante

Mr Durante is General Manager Financial Reporting and Analysis at CBA. He is a director of the following other CBA Group companies:

Australian Bank Pty Limited
CMG Asia Pty Ltd
Commonwealth International Holdings Pty Limited
Emerald Holding Company Pty Limited
GT Funding No. 3 Pty Ltd
GT Investments No. 3 Pty Limited
GT Operating No. 3 Pty Ltd
GT USD Funding Pty Limited
M-Land Pty Ltd
Padang Pty Ltd

S.R.D. (Simon) Maidment

Mr Maidment is Head of Group Funding and Execution at CBA. He is a director of the following other CBA Group companies:

Colonial Finance Limited
Homepath Pty Limited

As at the date of this Prospectus, no potential conflicts or conflicts of interest exist between any duties owed to Securitisation Advisory Services Pty. Limited by the members of its Board of Directors listed above and their private interests and/or other duties in respect of their management roles.

Delegation by the Trust Manager

The Trust Manager may, in performing its functions under the Establishment Deed and the other Programme Documents, delegate to any service provider the performance of any of its functions and appoint any person to be delegate or sub-delegate, in each case subject to and in accordance with the provisions of the Establishment Deed and the Management Agreement, as the case may be.

SUMMARY OF THE PRINCIPAL DOCUMENTS

Bond Trust Deed

The Bond Trust Deed, entered into between the Issuers, the Guarantor, the Covered Bond Guarantor and the Bond Trustee on the Programme Date, is the principal agreement governing the Covered Bonds. The Bond Trust Deed contains provisions relating to:

- (a) the constitution of the Covered Bonds and the terms and conditions of the Covered Bonds (as more fully set out under "*Terms and Conditions of the Covered Bonds*" below);
- (b) the covenants of the Issuers, the Guarantor and the Covered Bond Guarantor;
- (c) the terms of the Guarantee and the Covered Bond Guarantee (as described below);
- (d) the enforcement procedures relating to the Covered Bonds, the Guarantee and the Covered Bond Guarantee; and
- (e) the appointment, powers and responsibilities of the Bond Trustee and the circumstances in which the Bond Trustee may resign or retire or be removed.

The Guarantee and the Covered Bond Guarantee

The Guarantee

Where the Issuer is ASBFL the Guarantor has guaranteed to the Bond Trustee, for the benefit of the Covered Bondholders and the Bond Trustee, the prompt performance by ASBFL of its obligations to pay on the due dates all moneys payable under the Bond Trust Deed, the Covered Bonds, the Receipts and the Coupons.

If ASBFL defaults in the payment on the due date of any moneys payable under or pursuant to the Bond Trust Deed, the Covered Bonds, the Receipts or the Coupons, the Guarantor, as principal obligor, shall, following service of a written demand on the Guarantor by the Bond Trustee, pay or procure to be paid to or to the order of the Bond Trustee (for the benefit of itself and the Covered Bondholders (to be applied in accordance with the Programme Documents)), in the currency and at the place and in a manner specified by the Bond Trust Deed, the amount in respect of which such default has been made or to the extent only of any amounts still then unpaid.

The Covered Bond Guarantee

The Covered Bond Guarantor has guaranteed to the Bond Trustee, for the benefit of Covered Bondholders, the prompt performance by the Issuers and the Guarantor (in the case of Covered Bonds issued by ASBFL) of their obligations to pay the Guaranteed Amounts as and when the same shall become Due for Payment.

Following the occurrence of an Issuer Event of Default and the service by the Bond Trustee of an Issuer Acceleration Notice on the Issuers and the Guarantor and a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor shall, as principal obligor, pay or procure to be paid on each Scheduled Payment Date (or on such later date provided for in the Bond Trust Deed) to or to the order of the Bond Trustee (for the benefit of the Covered Bondholders) an amount equal to those Guaranteed Amounts which shall have become Due for Payment in accordance with the terms of the 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 Relevant Issuer or the Guarantor (in the case of Covered Bonds issued by ASBFL) to the relevant Covered Bondholder, Receiptholders and/or Couponholders on the relevant date for payment, provided that no Notice to Pay shall be so served until an Issuer Acceleration Notice has been served by the Bond Trustee on the Relevant Issuer and the Guarantor (in the case of Covered Bonds issued by ASBFL).

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 Issuers and the Guarantor and the Covered Bond Guarantor, in respect of the Covered Bonds of each Series which shall 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), the Covered Bond Guarantor shall, as principal obligor, 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 the Bond Trust Deed) the Guaranteed Amounts.

Subject to the grace periods specified in Condition 9.2(a) (*Covered Bond Guarantor Events of Default*), failure by the Covered Bond Guarantor to pay the Guaranteed Amounts when Due for Payment will constitute a Covered Bond Guarantor Event of Default.

Covered Bond Guarantor not obliged to pay additional amounts

All payments of principal and interest (if any) in respect of the Covered Bonds, Receipts and Coupons by or on behalf of the Covered Bond Guarantor will be made without withholding or deduction for, or on account of, any present or future tax, duties, assessment or other governmental charges of whatever nature 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 shall pay the Guaranteed Amounts net of such withholding or deduction and shall account to the appropriate Tax Authority for the amount required to be withheld or deducted. The Covered Bond Guarantor shall not be obliged to pay any additional amount to the Bond Trustee or any holder of Covered Bonds, Receipts and/or Coupons in respect of the amount of such withholding or deduction.

See "Taxation" for further information.

Guarantor and Covered Bond Guarantor as principal debtor and not merely as surety

The Guarantor and the Covered Bond Guarantor have each agreed that its obligations under the Guarantee and the Covered Bond Guarantee shall be:

- (a) as if it were principal debtor and not merely as surety or guarantor and shall be absolute; and
- (b) (in the case of the Covered Bond Guarantor following service of an Issuer Acceleration Notice and Notice to Pay or a Covered Bond Guarantee Acceleration Notice) unconditional and its obligations under the Trust Presents shall be as if it were principal debtor and not merely as surety or guarantor and shall be absolute; and
- (c) unaffected by, any invalidity, irregularity, illegality or unenforceability of, or of any defence or counter-claim whatsoever available to the Issuer or the Guarantor (in the case of Covered Bonds issued by ASBFL), in relation to, its obligations under the Trust Presents 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, Receiptholders or Couponholders in respect of any provisions of the same or the obtaining of any judgment,

and the Guarantee and/or Covered Bond Guarantee (as applicable) shall not be discharged nor shall the liability of the Guarantor and/or the Covered Bond Guarantor (as applicable) under the Trust Presents 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.

Excess Proceeds

Following the occurrence of an Issuer Event of Default and the delivery of an Issuer Acceleration Notice and Notice to Pay, any Excess Proceeds which are received by or on behalf of the Bond Trustee from the Relevant Issuer, the Guarantor (in the case of Covered Bonds issued by ASBFL) or any receiver, liquidator, administrator or other similar official appointed in relation to the Relevant Issuer or the Guarantor, and are then held by it or under its control, shall be paid by the Bond Trustee on behalf of the Covered Bondholders of the relevant Series to the Covered Bond Guarantor for its own account, as soon as practicable, and shall be held by the Covered Bond Guarantor in the GIC Account, and the Excess Proceeds shall thereafter form part of the Security and shall 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 shall discharge *pro tanto* the obligations of the Relevant Issuer and the Guarantor (in the case of Covered Bonds issued by ASBFL) in respect of the Covered Bonds, Receipts and Coupons and the Guarantee (as applicable and to the extent of the amount so received and subject to restitution of the same if such Excess Proceeds shall be required to be repaid by the Covered Bond Guarantor) (but shall be deemed not to have done so for the purposes of subrogation rights of the Covered Bond Guarantor contemplated by the Covered Bond Guarantee and 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 Notice to Pay or, if earlier, service of an Covered Bond Guarantee Acceleration Notice) unconditional and irrevocable, and the receipt by, or on behalf of, the Bond Trustee of any Excess Proceeds shall not reduce or discharge any such obligations.

By subscribing for Covered Bonds, each Covered Bondholder shall 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.

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

The Bond Trust Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

Intercompany Loan Agreement

On each Issue Date, the Intercompany Loan Provider will make a Term Advance to the Covered Bond Guarantor in an amount equal to either (i) if a Non-Forward Starting Covered Bond Swap is entered into on the relevant Issue Date, the Principal Amount Outstanding on the Issue Date of the relevant Series or, as applicable, Tranche of Covered Bonds in the Specified Currency of the relevant Series or Tranche of Covered Bonds or (ii) if a Forward Starting Covered Bond Swap is entered into on the relevant Issue Date, the NZ Dollar Equivalent of the Principal Amount Outstanding on the Issue Date of the relevant Series or, as applicable, Tranche of Covered Bonds, and for a matching term. The Covered Bond Guarantor will use the proceeds of the Term Advances received under the Intercompany Loan Agreement from time to time (if not denominated in NZ Dollars, upon exchange into NZ Dollars under the applicable Non-Forward Starting Covered Bond Swap): if a New Mortgage Loan Portfolio (consisting of Mortgage Loans and the Related Security originated by the Seller) is being acquired in connection with the issue of a related Series or Tranche of Covered Bonds (i) to fund (in whole or in part) the Purchase Price of the New Mortgage Loan Portfolio from the Seller in accordance with the terms of the Mortgage Sale Agreement; and/or (ii) acting on the directions of the Trust Manager, to invest in Substitution Assets in an amount not exceeding the prescribed limit as specified in the Establishment Deed, to the extent required to meet the Asset Coverage Test; and thereafter or otherwise the Covered Bond Guarantor may use such proceeds (subject to complying with the Asset Coverage Test): (A) if an existing Series or part of an existing Series of Covered Bonds is being refinanced by the issue of a further Series or Tranche of Covered Bonds to which the Term Advance relates, to repay the Term Advance(s) corresponding to the Covered Bonds being so refinanced (after exchange into the currency of the Term Advance(s) being repaid, if necessary); and/or (B) to make a repayment of the Demand Loan, provided that the Calculation Manager has determined the outstanding balance of the Demand Loan by calculating the Asset Coverage Test as at the Intercompany Loan Drawdown Date having taken into account such repayment and the Calculation Manager has confirmed that the Asset Coverage Test will continue to be met after giving effect to such repayment; and/or (C) to make a deposit of all or part of the proceeds into the GIC Account (including, without limitation, to fund the Reserve Fund to an amount not exceeding the prescribed limit in the Programme Documents).

Neither the Relevant Issuer nor the Guarantor (in the case of Covered Bonds issued by ASBFL) will be relying on repayment of any Term Advance in order to meet its repayment obligations under the Covered Bonds. The Covered Bond Guarantor (acting on the instructions of the Trust Manager) will pay amounts due in respect of Term Advances in accordance with the relevant Priority of Payments. Prior to the service of a Notice to Pay on the Covered Bond Guarantor or the service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Issuers and, as applicable, the Guarantor and/or the Security otherwise becoming enforceable, amounts due in respect of each Term Advance will be paid by the Covered Bond Guarantor to, or as directed by, the Intercompany Loan Provider on each Intercompany Loan Interest Payment Date, subject to paying all higher ranking amounts in the Pre-Acceleration Revenue Priority of Payments or, as applicable, the Pre-Acceleration Principal Priority of Payments. Any failure by the Covered Bond Guarantor to pay any amounts due on the Term Advances will not affect the liability of the Relevant Issuer or the Guarantor (in the case of Covered Bonds issued by ASBFL) to pay the relevant amount due on the Covered Bonds.

Any amounts owing by the Intercompany Loan Provider (as Issuer or, in the case of the Covered Bonds issued by ASBFL, as Guarantor of a particular Series or Tranche of Covered Bonds (as the case may be)) to the Covered Bond Guarantor in respect of amounts paid by the Covered Bond Guarantor under the Covered Bond Guarantee in relation to the particular Series or Tranche of Covered Bonds or the purchase of the particular Series or Tranche of Covered Bonds by the Covered Bond Guarantor, as applicable, shall be set-off automatically (and without any action being required by the Covered Bond Guarantor, the Trust Manager, the

Calculation Manager, the Intercompany Loan Provider, the Demand Loan Provider or the Security Trustee) against any amounts payable by the Covered Bond Guarantor under the Intercompany Loan Agreement in relation to the Term Advance corresponding to the relevant Series or Tranche of Covered Bonds (and, in accordance with paragraph (d) below, against any amounts payable by the Covered Bond Guarantor to the Demand Loan Provider under the Demand Loan Agreement). The amount set-off shall be the amount of the relevant payment made by the Covered Bond Guarantor under the Covered Bond Guarantee in relation to the relevant Covered Bonds (or the NZ Dollar Equivalent of such amount if the related Term Advance is denominated in NZ Dollars and the relevant Covered Bonds are not denominated in NZ Dollars) or the Principal Amount Outstanding of any relevant Covered Bonds purchased or otherwise acquired and cancelled by the Covered Bond Guarantor in accordance with Condition 5.10 (*Purchase and Cancellation*) (or the NZ Dollar Equivalent of such amount if the related Term Advance is denominated in NZ Dollars and the relevant Covered Bonds are not denominated in NZ Dollars), as applicable, which amount shall be applied to reduce amounts payable under the Intercompany Loan Agreement in relation to the Term Advance corresponding to the relevant Covered Bonds (and, in accordance with paragraph (d) below, against any amounts payable by the Covered Bond Guarantor to the Demand Loan Provider under the Demand Loan Agreement) in the following order of priority:

- (a) first, to reduce and discharge interest (including accrued interest) due and unpaid on the outstanding principal balance of such Term Advance;
- (b) second, to reduce and discharge the outstanding principal balance of such Term Advance;
- (c) third, to reduce and discharge any other amounts due and payable by the Covered Bond Guarantor to the Intercompany Loan Provider under the Intercompany Loan Agreement; and
- (d) fourth, to reduce and discharge amounts due and payable by the Covered Bond Guarantor to the Demand Loan Provider under the Demand Loan Agreement (see below).

The Intercompany Loan Agreement is governed by New Zealand law.

Demand Loan Agreement

Under the Demand Loan Agreement the Demand Loan Provider has agreed to make available to the Covered Bond Guarantor a NZ Dollar revolving credit facility under which the Demand Loan Provider may make Demand Loan Advances to the Covered Bond Guarantor. Each Demand Loan Advance will be denominated in NZ Dollars. The interest rate on the Demand Loan will be equal to the 30 day Bank Bill Rate plus a spread to be determined by the Demand Loan Provider. The balance of the Demand Loan will fluctuate over time, as described below.

The proceeds of each Demand Loan Advance may only be used by the Covered Bond Guarantor (a) as consideration (in whole or part) for the acquisition of Mortgage Loans and the Related Security from the Seller on a Transfer Date where the aggregate of the proceeds of the related Term Advance (if any) made on that date and/or (subject to paragraph (b) of the Pre-Acceleration Principal Priority of Payments) the Available Principal Receipts (if any) are not sufficient to pay the Purchase Price for the relevant New Mortgage Loan Portfolio; (b) to repay a Term Advance on the date on which the Series of Covered Bonds corresponding to such Term Advance matures; (c) to rectify a failure to meet the Asset Coverage Test; (d) to rectify a breach of the Pre-Maturity Test or (e) to rectify an Interest Rate Shortfall.

The Covered Bond Guarantor shall repay the principal on the Demand Loan in accordance with the applicable Priority of Payments and the terms of the Demand Loan Agreement and the Establishment Deed, using (i) funds in the applicable Trust Accounts; and/or (ii) proceeds from the sale of Substitution Assets and/or Authorised Investments; and/or (iii) proceeds of the sale, pursuant to the Establishment Deed, of Mortgage Loans and the Related Security to the Seller or to another person subject to the Seller's right of pre-emption; and/or (iv) the proceeds of a Term Advance pursuant to the terms of the Intercompany Loan Agreement (see "*Cashflows*" below).

At any time prior to an Issuer Event of Default and provided the relevant conditions precedent have been satisfied, the Covered Bond Guarantor may re-borrow any amount of the Demand Loan repaid by the Covered Bond Guarantor in accordance with the Demand Loan Agreement and the relevant Priority of Payments. Unless otherwise agreed by the Demand Loan Provider, no further Demand Loan Advances will be required to be made

to the Covered Bond Guarantor under the Demand Loan Facility following an Issuer Event of Default or Covered Bond Guarantor Event of Default.

If a demand for repayment of all or part of the Demand Loan is given, then subject to the applicable Priority of Payments, the principal amount of the Demand Loan shall be repaid on the next Trust Payment Date by an amount equal to the lesser of: (a) the amount requested to be repaid by the Demand Loan Provider; and (b) the maximum amount (as calculated by the Calculation Manager) that will not result in a breach of the Asset Coverage Test after giving effect to such repayment. No repayment of the Demand Loan shall be made on any Trust Payment Date if the Asset Coverage Test will be breached after giving effect to the repayment.

The NZ Dollar Equivalent of any amounts owing by the Intercompany Loan Provider (as Issuer or, in the case of Covered Bonds issued by ASBFL, as Guarantor of a particular Series or Tranche of Covered Bonds (as the case may be)) to the Covered Bond Guarantor in respect of amounts paid by the Covered Bond Guarantor under the Covered Bond Guarantee in relation to the particular Series or Tranche of Covered Bonds or the purchase of the particular Series or Tranche of Covered Bonds by the Covered Bond Guarantor, as applicable, which are not set-off in accordance with the order of priority contained in the Intercompany Loan Agreement (set out above) shall be set-off automatically (and without any action being required by the Covered Bond Guarantor, the Trust Manager, the Calculation Manager, the Demand Loan Provider or the Security Trustee) against any amounts payable by the Covered Bond Guarantor under the Demand Loan Agreement in the following order of priority:

- (A) *first*, to reduce and discharge interest (including accrued interest) due and unpaid on the Demand Loan;
- (B) *second*, to reduce and discharge the outstanding principal balance of the Demand Loan; and
- (C) *third*, to reduce and discharge any other amounts due and payable by the Covered Bond Guarantor to the Demand Loan Provider under the Demand Loan Agreement.

The Demand Loan Agreement is governed by New Zealand law.

Mortgage Sale Agreement

Sale by the Seller of Mortgage Loans and Related Security

Mortgage Loans and the Related Security have been, and will be, sold to the Covered Bond Guarantor from time to time on a fully serviced basis pursuant to the terms of the Mortgage Sale Agreement entered into on or about the Programme Date between ASBBL as Seller, Calculation Manager, Issuer, Guarantor, Servicer and All Moneys Mortgage Beneficiary, ASBFL, the Covered Bond Guarantor, the Trust Manager and the Security Trustee.

The types of Mortgage Loans forming part of the Mortgage Loan Portfolio will vary over time provided that, at the time the relevant Mortgage Loans are sold to the Covered Bond Guarantor, the Mortgage Loans are Qualifying Mortgage Loans (as described below) on the relevant Transfer Date. Accordingly, New Mortgage Loans sold by the Seller to the Covered Bond Guarantor on a Transfer Date may have characteristics that differ from Mortgage Loans already in the Mortgage Loan Portfolio as at that date.

Prior to the occurrence of an Issuer Event of Default or a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor will acquire Mortgage Loans and Related Security from the Seller in the four circumstances described below:

- (a) *first*, in connection with a proposed issue of a Series or Tranche of Covered Bonds or the prudent maintenance of the Mortgage Loan Portfolio, the proceeds of a Demand Loan and/or a Term Advance (after being swapped into NZ Dollars at the applicable Swap Rate if the Term Advance is not denominated in NZ Dollars), together with (if applicable) any Available Principal Receipts available for that purpose, may be applied in whole or in part by the Covered Bond Guarantor to acquire Mortgage Loans and the Related Security from the Seller on the relevant Transfer Date;
- (b) *second*, if at any time prior to the service of an Asset Coverage Test Breach Notice (which has not been revoked) both:
 - (i) the amount of Available Principal Receipts available for distribution on the immediately following Trust Payment Date exceeds the amount required to be applied under paragraphs (a) to (d) inclusive of the Pre-Acceleration Principal Priority of Payments; and

- (ii) the Trust Manager considers (having regard to the composition of the Mortgage Loan Portfolio, and the amount of Substitution Assets and Authorised Investments held by the Covered Bond Guarantor, at that time) that all or part of the Available Principal Receipts remaining after application under paragraphs (a) to (d) inclusive of the Pre-Acceleration Principal Priority of Payments should be utilised to acquire New Mortgage Loans and the Related Security,

then the Covered Bond Guarantor shall use the Available Principal Receipts to acquire New Mortgage Loans and Related Security from the Seller on the relevant Transfer Date;

- (c) *third*, the Covered Bond Guarantor is required to ensure that the Adjusted Aggregate Mortgage Loan Amount is maintained at all times in compliance with the Asset Coverage Test (as determined by the Calculation Manager on each Determination Date). If on any Determination Date the Adjusted Aggregate Mortgage Loan Amount is less than the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds, the Seller will use all reasonable efforts to offer to sell sufficient New Mortgage Loans and the Related Security to the Covered Bond Guarantor so the Asset Coverage Test is met on the next Determination Date (provided that the Seller shall not be obliged to sell to the Covered Bond Guarantor New Mortgage Loans and the Related Security if in the reasonable opinion of the Seller the sale of such New Mortgage Loans and the Related Security would materially adversely affect the business or financial condition of the Seller); and
- (d) *fourth*, if the Covered Bond Guarantor and the Security Trustee notify the Servicer and the Seller that further Mortgage Loans and the Related Security should be sold to the Covered Bond Guarantor to rectify the Interest Rate Shortfall, the Seller will use all reasonable efforts to offer to sell (and the Covered Bond Guarantor will use all reasonable endeavours to acquire from the Seller) in accordance with the Mortgage Sale Agreement sufficient New Mortgage Loans and the Related Security to the Covered Bond Guarantor on or before the next succeeding Determination Date to rectify the Interest Rate Shortfall on that Determination Date (provided that the Seller shall not be obliged to sell to the Covered Bond Guarantor New Mortgage Loans and the Related Security if in the reasonable opinion of the Seller the sale of such New Mortgage Loans and the Related Security would materially adversely affect the business or financial condition of the Seller).

In exchange for the sale of the Mortgage Loans and the Related Security to the Covered Bond Guarantor, the Seller will receive a cash payment of the Purchase Price and the payment of the Deferred Consideration in accordance with the applicable Priority of Payments.

The Seller and the Covered Bond Guarantor may agree that all or part of the Purchase Price for each New Mortgage Loan Portfolio shall be set-off against any amount payable on the Transfer Date by ASBBL as Intercompany Loan Provider and/or Demand Loan Provider under the Intercompany Loan Agreement and/or the Demand Loan Agreement.

The Purchase Price for a New Mortgage Loan Portfolio shall be paid on the applicable Transfer Date.

The Seller will be required to repurchase Mortgage Loans and the Related Security sold to the Covered Bond Guarantor in the circumstances described below under "*Repurchase by the Seller following breach of Representations and Warranties*".

Qualifying Mortgage Loans

The sale of Mortgage Loans and the Related Security to the Covered Bond Guarantor will be subject to certain conditions being satisfied on the relevant Transfer Date, including that each Mortgage Loan is a Qualifying Mortgage Loan. A Qualifying Mortgage Loan is a Mortgage Loan that satisfies the following conditions:

- (a) it is secured by a Mortgage over Land which is not known as commercial land, farm land, Maori land or vacant land;
- (b) it is an amortising loan that does not provide for the payment of interest to be deferred or capitalised;
- (c) it is due from a Qualifying Borrower;
- (d) it was advanced in, and is repayable in, NZ Dollars;

- (e) it is or has been fully drawn;
- (f) it has a stated term remaining to maturity not exceeding 30 years;
- (g) it is secured by a Mortgage that is a first ranking mortgage subject only to statutory charges and encumbrances in favour of territorial authorities;
- (h) as at the Transfer Date no payment due from the Borrower under the Mortgage Loan is in arrears by more than 30 days;
- (i) the Borrower has made at least one interest payment under the Mortgage Loan;
- (j) it was not a construction loan as at the Transfer Date; and
- (k) the current principal balance does not exceed NZD2,000,000.

On each Transfer Date, the Representations and Warranties (described below in "*Representations and Warranties*") will be given by the Seller in respect of the Mortgage Loans and the Related Security sold by the Seller to the Covered Bond Guarantor on that Transfer Date.

Transfer of Title to the Mortgage Loans to the Covered Bond Guarantor

Mortgage Loans will be sold by the Seller to the Covered Bond Guarantor by way of statutory assignment. Notice of the sale will not be initially provided to the Borrowers. Mortgages will be sold by the Seller to the Covered Bond Guarantor by way of equitable assignment.

The completion and delivery of transfers of Mortgages to the Covered Bond Guarantor and the notifications to the relevant Borrowers notifying such Borrowers of the sale of Mortgage Loans in the Mortgage Loan Portfolio and the Related Security to the Covered Bond Guarantor and the transfer of custody of the Loan Files to the Covered Bond Guarantor may be completed by the Covered Bond Guarantor, or the Trust Manager on its behalf, after the earliest to occur of the following events (**Perfection of Title Events**):

- (a) the occurrence of an Issuer Event of Default and the service on the Issuers and the Guarantor of an Issuer Acceleration Notice and the service on the Covered Bond Guarantor of a Notice to Pay unless the Seller has notified the Covered Bond Guarantor that it will accept the offer set out in a Selected Mortgage Loan Offer Notice within the prescribed time in relation to the Mortgage Loans and the Related Security specified in the Selected Mortgage Loan Offer Notice, in which case, the completion and delivery of transfers to the Covered Bond Guarantor and the notifications to the relevant Borrowers and the transfer of custody shall not occur in relation to the Mortgage Loans and the Related Security as specified; or
- (b) in respect of Selected Mortgage Loans only, at the request of the Covered Bond Guarantor, or the Trust Manager on its behalf, following the acceptance of an offer to sell the Selected Mortgage Loans (in accordance with the Programme Documents) to any person who is not the Seller; or
- (c) the Seller and/or the Covered Bond Guarantor being required to perfect legal title to the Mortgage Loans and/or the Related Security by law or by an order of a court of competent jurisdiction; or
- (d) the Security under the Security Deed or any material part of the Security being in the opinion of the Security Trustee (acting reasonably) in jeopardy and the Security Trustee determining or being directed by the Bond Trustee (subject to the provisions of the Bond Trust Deed) or, if there are no Covered Bonds outstanding, the Majority Secured Creditors, to take that action to reduce that jeopardy; or
- (e) the termination of ASBBL's role as Servicer under the Servicing Agreement unless (i) at the relevant date of termination any Substitute Servicer is a member of the CBA Group or (ii) the Security Trustee otherwise consents (such consent to be given if a Rating Affirmation Notice has been delivered by the Trust Manager to the Covered Bond Guarantor and the Security Trustee in respect of the termination of ASBBL's role as Servicer); or
- (f) the Seller requesting the perfection of a sale of Mortgage Loans and the Related Security and transfer of custody of the Loan Files by giving notice in writing to the Covered Bond Guarantor and the Security Trustee; or

- (g) the occurrence of an Insolvency Event in relation to the Seller; or
- (h) the Seller's unsecured, unsubordinated, long-term senior debt obligations have been downgraded below Baa3 by Moody's or BBB- by Fitch.

The Seller undertakes (to the extent that any of the following is vested in it) to hold all right, title, interest and benefit (both present and future) in and under (A) the Mortgage Loans in the Mortgage Loan Portfolio and the Related Security, following the acquisition of such Mortgage Loans and the Related Security by the Covered Bond Guarantor and (B) any sums that are or may become due in respect thereof, on trust for the Covered Bond Guarantor (excluding from such trust any Mortgage Loans which have been repurchased by the Seller).

On the Programme Date, the Seller delivered a registrable power of attorney appointing the Covered Bond Guarantor as its attorney to: (I) sign, execute, deliver and submit by way of e-dealing any client authority and instruction form for an e-dealing that conforms with the Land Transfer Act 1952 and is approved by the New Zealand Law Society and the Registrar General of Land (an **A&I Form**) relating to any Mortgage Loans and the Related Security in accordance with the Mortgage Sale Agreement; and (II) sign and/or perform all other instruments, assurances, acts, matters and things which in the opinion of ASBBL, the Covered Bond Guarantor or any person who replaces the Covered Bond Guarantor as trustee of the Trust (as conclusively evidenced by the execution or performance by the Covered Bond Guarantor or that person of any instrument, assurance, act, matter or thing) are or may be necessary, incidental or desirable in relation to the execution, sealing, delivery or submission of an A&I Form or any other step necessary to perfect the Covered Bond Guarantor's legal title to the Mortgage Loans and the Related Security. The power of attorney will not be exercisable by the Covered Bond Guarantor until the occurrence of a Perfection of Title Event. Upon the occurrence of a Perfection of Title Event, the Servicer must deliver to or at the written direction of the Covered Bond Guarantor all Loan Files, and the Covered Bond Guarantor must as soon as practicable take all necessary steps to protect the Covered Bond Guarantor's interest in, and title to, the Mortgage Loans and the Related Security, including: (1) signing, in accordance with the New Zealand Law Society guidelines, the necessary A&I Forms (where necessary under the Seller's Power of Attorney) and submitting by way of e-dealing any transfer or caveat with LINZ; (2) initiating legal proceedings to take possession of the Loan Files that have not been delivered by the Servicer; and (3) the giving of notice of the transfers to the relevant Borrowers, insurers and other interested persons.

The Seller shall indemnify each of the Covered Bond Guarantor and the Security Trustee from and against any and all costs, fees and expenses (including, without limitation, legal fees and expenses and any applicable GST thereon) which may be properly incurred by the Covered Bond Guarantor and/or the Security Trustee by reason of doing any act, matter or thing in order to perfect legal title to the Mortgage Loans and the Related Security (where entitled to do so as provided above).

Representations and Warranties

Neither the Covered Bond Guarantor nor the Security Trustee has made or has caused to be made on its behalf any enquiries, searches or investigations in respect of the Mortgage Loans and the Related Security to be sold to the Covered Bond Guarantor. Instead, each will rely entirely on the Representations and Warranties made by the Seller and contained in the Mortgage Sale Agreement. The Seller makes the following Representations and Warranties in relation to a Mortgage Loan sold or to be sold to the Covered Bond Guarantor:

- (a) At the time the Seller entered into the Mortgage Loan, the Mortgage Loan and each Related Security complied with all applicable laws.
- (b) The Mortgage Loan was originated by the Seller in accordance with, in all material respects, its Servicing Guidelines in force at the time of the origination of the Mortgage Loan and the exercise of any discretion by the Seller in making the Mortgage Loan was consistent with the practice of a Prudent Mortgage Lender.
- (c) Immediately prior to making the Mortgage Loan, the nature and amount of the Mortgage Loan and the Related Security and the circumstances of the relevant Borrower and the relevant Property satisfied the Servicing Guidelines in all material respects.
- (d) The Servicing Guidelines of the Seller are consistent with those of a Prudent Mortgage Lender.
- (e) The terms of the Mortgage Loan and any Related Security, have not been impaired, waived, altered or modified in any respect, except changes to the terms of the Mortgage Loan to which a Prudent

Mortgage Lender would have agreed, recorded in a written instrument forming part of the mortgage documentation applicable to the Mortgage Loan.

- (f) The Mortgage Loan and its Related Security have been made on the terms of, or on terms not materially different from, documents forming part of the standard mortgage documentation of the Seller.
- (g) The Mortgage Loan, the related Mortgage and any Related Security are enforceable in accordance with their terms against the relevant Borrower or security provider (as the case may be) (subject to laws relating to insolvency and creditors' rights generally).
- (h) The Mortgage Loan is a Qualifying Mortgage Loan, satisfying the requirements set out in the Mortgage Sale Agreement except that the Seller makes no representation as to the sanity of any Borrower.
- (i) The Mortgage Loan was originated in the ordinary course of the residential secured lending activities of the Seller.
- (j) At the time the Seller entered into the Mortgage Loan, it had not received any notice of the insolvency or bankruptcy of the Borrower or that the Borrower did not have the legal capacity to enter into the Mortgage Loan.
- (k) The Seller is the sole legal and beneficial owner of the Mortgage Loan, the related Mortgage and any other Related Security, and no Security Interest exists in relation to its right, title and interests in the Mortgage Loan, the related Mortgage and any other Related Security, and the Seller has not received notice from any person that claims to have a Security Interest ranking in priority to or equal with the related Mortgage or Related Security (other than Security Interests arising by operation of law).
- (l) To the best of the Seller's knowledge and belief it holds, or it is able to obtain, all documents (whether in paper or electronic form) necessary to enforce the provisions of, and the security created by, the related Mortgage and each Related Security.
- (m) The Seller has complied with its material obligations under the Mortgage Loan.
- (n) The Mortgage Loan is (or is a combination of) a fixed interest rate Mortgage Loan or a variable interest rate Mortgage Loan. If it is a variable interest rate Mortgage Loan, the terms of the Mortgage Loan allow the Seller to change the applicable variable interest rate in accordance with the applicable Mortgage Documents.
- (o) Except if the Mortgage Loan is subject to a fixed rate of interest at any time and, except as may be provided by applicable laws or any binding code or arrangement applicable to banks or other lenders in the business of making retail home loans, the interest payable on the Mortgage Loan is not subject to any limitation and no consent, additional memoranda or other writing is required from the Borrower to give effect to a change in the interest rate payable on the relevant Mortgage Loan and any change will be effective on notice being given to the Borrower in accordance with the Mortgage Documents.
- (p) Prior to making the Mortgage Loan, the Seller instructed, or required to be instructed on its behalf, solicitors or conveyancing practitioners to carry out, in relation to the relevant Property, all investigations, searches and other actions and enquiries which a Prudent Mortgage Lender or its solicitors or conveyancing practitioners normally would have made when lending to an individual an amount equal to the amount advanced on the security of residential property in New Zealand, and received a solicitor's certificate which, either initially or after further investigation, revealed no material matter which would have caused a Prudent Mortgage Lender to decline the Mortgage Loan, having regard to the Servicing Guidelines.
- (q) In relation to a Mortgage Loan prior to making the Mortgage Loan, and where required under the Servicing Guidelines the relevant Property was valued in accordance with the Servicing Guidelines and, where the Servicing Guidelines required a full registered valuation, by an independent registered valuer appointed by the Seller or as otherwise permitted under the Servicing Guidelines, and the results of each such valuation would be acceptable to a Prudent Mortgage Lender.

- (r) The Seller has not agreed to waive any of its rights against any valuer, solicitor, conveyancing practitioner or other professional who has provided information, carried out work or given advice in connection with the Mortgage Loan or its Related Security.
- (s) There is no obligation on the Seller under the Mortgage Loan to make any further financial accommodation available to the relevant Borrower.
- (t) Each Mortgage Loan and its Related Security complies with the relevant requirements for credit contracts and consumer credit contracts in the Credit Contracts Act 1981 and the Credit Contracts and Consumer Finance Act 2003 (CCCFA) (to the extent those statutes are applicable to the Mortgage Loan and its Related Security) (or to the extent that it does not, the non-compliance will not affect the enforceability of the terms of the Mortgage Loan or the Related Security).
- (u) The Seller has not been notified of any application to a court in respect of any Mortgage Document or other document included in the Loan Files by the Commerce Commission or any Borrower or guarantor under the CCCFA to reopen a credit contract in accordance with section 125 of the CCCFA.
- (v) So far as the Seller is aware, the relevant Borrower is not in material breach of the terms of the Mortgage Loan.
- (w) The Seller has taken such steps as a Prudent Mortgage Lender would take to ensure that, as at the date of completion of the Mortgage Loan, the relevant Property was insured under a policy with an insurance company against fire and other commercial risks usually covered by a Prudent Mortgage Lender for an amount not less than the full reinstatement value of the Property at or around the time that the Mortgage Loan was made.
- (x) The relevant Property subject to a Mortgage is a residential property situated in New Zealand.
- (y) In respect of each Property subject to a Mortgage, the Seller has received a solicitor's certificate stating that all reasonable steps will be taken to register the Mortgage and provide a valid and enforceable security as required by the Seller in its instructions to the solicitor, or has otherwise received evidence that the Mortgage has been registered in relation to that Property.
- (z) Since the origination of the Mortgage Loan, full and proper accounts, books and records have been kept showing clearly all material transactions, payments, receipts, notices and proceedings relating to the Mortgage Loan and its Related Security and all such accounts, books and records are up to date, accurate in all material respects and have been kept to standards acceptable to a Prudent Mortgage Lender and are in the possession of the Seller.
- (aa) So far as the Seller is aware, no fraud has been perpetrated by the relevant Borrower or other person (whether or not an agent or staff member of the Seller, or otherwise) in or in relation to or in connection with the origination or completion of the Mortgage Loan or its Related Security and none of the documents, reports, applications, forms and deeds given, made, drawn up or executed in relation to such origination or completion has been given, made, drawn up or executed in a fraudulent manner.
- (bb) The Seller has not received written notice of any litigation or claim calling into question in any material way the title of the Seller to the Mortgage Loan and/or the Related Security.
- (cc) The Seller is lawfully entitled to assign the Mortgage Loan, the related Mortgage and any other Related Security, upon the terms and conditions of the Mortgage Sale Agreement and no consent to the sale and assignment of the Mortgage Loan, the related Mortgage and any other Related Security, or notice of that sale and assignment is required to be given by or to any person including, without limitation, any Borrower and such sale and assignment of the Mortgage Loan, the related Mortgage and any other Related Security is permitted under the Mortgage Documents and the terms of the related Mortgage and any other Related Security.
- (dd) Upon the acceptance of the offer contained in a New Mortgage Loan Portfolio Notice, beneficial ownership of the Mortgage Loan, the related Mortgage and any other Related Security, will vest in the Covered Bond Guarantor free and clear of all Security Interests (other than Security Interests arising by operation of law).

- (ee) Neither the entry by the Seller into the Mortgage Sale Agreement nor the sale of the rights, title, interests and benefits in the Mortgage Loans and the Related Security contemplated by the Mortgage Sale Agreement will have a material adverse effect on any Mortgage Loan or its Related Security.
- (ff) All formal approvals, consents and other steps necessary to permit the sale of the Mortgage Loan and the Related Security under the Mortgage Sale Agreement have been obtained or taken.
- (gg) The Mortgage Documents preserve the Seller's ability to appropriate moneys paid into an account by a Borrower in such way as the Seller determines.

All Moneys Mortgage Trust

The Mortgage in respect of a Mortgage Loan in the Mortgage Loan Portfolio may constitute an "all money mortgage" in that such Mortgage purports to secure the repayment of indebtedness which a Borrower owes, or may owe, to the Seller, as applicable, from time to time that is not assigned to the Covered Bond Guarantor (such as business loans) (**Associated Debt**) as well as securing the repayment of the Mortgage Loan (each, an **All Moneys Mortgage**). Pursuant to a trust to be established on the date that an All Moneys Mortgage is sold by the Seller to the Covered Bond Guarantor (each such trust, an **All Moneys Mortgage Trust**), the Covered Bond Guarantor will hold the beneficial interest in such All Moneys Mortgage and other Related Security and the proceeds of enforcement of such All Moneys Mortgage and other Related Security on trust for the benefit of itself and the Seller, as applicable, (such property being the **All Moneys Mortgage Trust Property**). Each of the Covered Bond Guarantor and the Seller, as applicable, will have an interest in the trust property, but in the event that enforcement proceedings are instituted against a Borrower under the terms of the All Moneys Mortgage, any proceeds which are available to be distributed will be distributed under the terms of the All Moneys Mortgage Trust, first, to meet all costs, charges and expenses of the All Moneys Mortgage Trustee (being the Covered Bond Guarantor), the Trust Manager or the relevant mortgagee or any receiver, receiver and manager or attorney incurred in the enforcement of the Mortgage Loan and the Related Security; second, to the Covered Bond Guarantor, the amount required to pay, in full, the Current Principal Balance of each related Mortgage Loan in the Mortgage Loan Portfolio together with accrued interest and arrears of interest and expenses payable, the payment of which is secured by the All Moneys Mortgage; third, following the repayment in full of the amounts referred to above, to the Seller the amount required to pay, in full, all amounts due and payable under the related Associated Debt (including accrued interest and any other amounts due in respect thereof), the payment of which is secured by the All Moneys Mortgage; and fourth, as to any excess, to the Borrower in respect of the relevant All Moneys Mortgage. An All Moneys Mortgage may be enforceable on the occurrence of a default by the relevant Borrower under the terms of the Mortgage Loan or under the terms of the Associated Debt.

If the Covered Bond Guarantor or, following the service of a Covered Bond Guarantee Acceleration Notice, the Security Trustee receives notice from the Seller that a Mortgage in the Mortgage Loan Portfolio is an All Moneys Mortgage that secures indebtedness of a Borrower that is owing to the Seller, the Covered Bond Guarantor or the Security Trustee (as the case may be) will not dispose of, or create an interest in, the Mortgage or the Mortgage Loan secured by the Mortgage, unless the Covered Bond Guarantor (or the Trust Manager on its behalf) or the Security Trustee (as the case may be) notifies the relevant third party receiving that interest in the Mortgage, or the Mortgage Loan secured by the Mortgage, of the All Moneys Mortgage Trust and the terms of any agreement with respect to the disposal of, or the creation of the interest in, the Mortgage or the Mortgage Loan (except where the agreement is with the Seller) includes a requirement on the relevant acquirer to hold the Mortgage upon trust for itself and the Seller (and any subsequent purchaser of the Associated Debt) on the same terms as the All Moneys Mortgage Trust and to provide undertakings in favour of, and enforceable by, the Seller and any third party purchaser of any Associated Debt unless expressly agreed otherwise by the Seller.

Repurchase by the Seller following breach of Representations and Warranties

If the Seller receives a Mortgage Loan Repurchase Notice from the Covered Bond Guarantor identifying a Mortgage Loan in the Mortgage Loan Portfolio which did not, as at the date on which the relevant Representation and Warranty was given, materially comply with the Representations and Warranties set out in the Mortgage Sale Agreement, then the Covered Bond Guarantor will be required to sell and the Seller will be required to repurchase any such Mortgage Loan and the Related Security, unless the Related Security also secures another Mortgage Loan in the Mortgage Loan Portfolio that is not also subject to repurchase, for the Repurchase Price.

Product Switches, Further Advances, Cash Redraws and Payment Holidays

A Mortgage Loan in the Mortgage Loan Portfolio will be subject to a Product Switch when the Seller agrees to a variation in the Mortgage Documents applicable to a Borrower's Mortgage Loan which results in the Mortgage Loan changing to a new type of mortgage loan originated or acquired by the Seller, the terms and conditions of which are materially different (in the opinion of the Seller, acting reasonably) from the Mortgage Loans in the Mortgage Loan Portfolio at that time.

If the Seller agrees to make a Product Switch in relation to a Mortgage Loan in the Mortgage Loan Portfolio, the Covered Bond Guarantor shall be required to sell and the Seller shall be required to repurchase that Mortgage Loan and (if applicable) the Related Security on the Repurchase Date, being the date agreed by the Seller and the Covered Bond Guarantor, or the Trust Manager on its behalf unless:

- (a) the Product Switch is a change to a New Product Type which at that time has been approved for acceptance by the Covered Bond Guarantor, or the Trust Manager on its behalf; or
- (b) the Seller has obtained the written agreement of the Covered Bond Guarantor, or the Trust Manager on its behalf, that the Mortgage Loan may remain in the Mortgage Loan Portfolio.

The Covered Bond Guarantor is under no obligation whatsoever to agree that a Mortgage Loan to which an application for or an offer of a Product Switch relates may remain in the Mortgage Loan Portfolio, and any such decision shall be made at the Covered Bond Guarantor's absolute discretion, provided that in no circumstances shall the Covered Bond Guarantor agree that a Mortgage Loan to which an application for or an offer of a Product Switch relates may remain in the Mortgage Loan Portfolio if the Mortgage Loan would not be a Qualifying Mortgage Loan immediately after the Product Switch occurs. Any Mortgage Loan subject to a Product Switch repurchased by the Seller shall be repurchased at the Repurchase Price (provided that, if as a result of the Product Switch the Borrower is entitled to offset mortgage payments against other amounts on deposit with the Seller, the Repurchase Price for the Mortgage Loan shall be calculated on the basis that no offset occurred for so long as the Mortgage Loan was held by the Covered Bond Guarantor).

A Mortgage Loan in the Mortgage Loan Portfolio will be subject to a Further Advance when the Seller agrees to an advance of further money to the relevant Borrower following the making of the initial advance of monies in respect of such Mortgage Loan which is secured by the same Mortgage as the initial advance and is recorded on the same account as the initial advance but does not include any Cash Redraw. A Mortgage Loan in the Mortgage Loan Portfolio will be subject to a Cash Redraw when the Seller agrees to a re-advance by the Seller of some or all of the Overpayments that the Borrower has made under the Mortgage Loan. A Mortgage Loan in the Mortgage Loan Portfolio will be subject to a Payment Holiday when the Seller agrees to a period of one or more scheduled payment dates under the Mortgage Loan when the relevant Borrower is permitted by the Seller not to make the payments due on such scheduled payment dates and the deferred payments are capitalised to the principal amount of the Mortgage Loan.

The Seller has an absolute right to agree to or refuse to grant a Further Advance, a Cash Redraw and/or a Payment Holiday and the Seller will be solely responsible for funding any such Further Advance and/or a Cash Redraw to a Borrower.

If the Seller agrees to grant a Borrower a Further Advance, a Cash Redraw and/or a Payment Holiday in relation to a Mortgage Loan in the Mortgage Loan Portfolio, the Covered Bond Guarantor shall be required to sell and the Seller shall be required to repurchase that Mortgage Loan and (if applicable) the Related Security on the Repurchase Date.

Any Mortgage Loan subject to a Further Advance, a Cash Redraw and/or a Payment Holiday repurchased by the Seller shall be repurchased at the Repurchase Price of the Mortgage Loan. In the case of a repurchase of a Mortgage Loan in connection with a Further Advance or a Cash Redraw, the Repurchase Price payable by the Seller shall be less the Further Advance or Cash Redraw (as the case may be).

In the case of a repurchase of a Mortgage Loan in connection with a Payment Holiday, the Repurchase Price payable by the Seller shall include an amount equal to the deferred payment that has been capitalised in accordance with the terms of the Payment Holiday prior to the relevant Repurchase Date.

Mortgage Loans subject to Defaults

If a Mortgage Loan becomes subject to a Default, then that Mortgage Loan will be attributed a zero value in the calculation of the Asset Coverage Test and the Amortisation Test on the relevant Determination Date.

General ability to repurchase

The Seller may, at any time prior to the occurrence of an Issuer Event of Default, by serving a Seller Mortgage Loan Repurchase Notice on the Covered Bond Guarantor (copied to the Trust Manager), offer to repurchase a Mortgage Loan and its Related Security (unless the Related Security also secures another Mortgage Loan in the Mortgage Loan Portfolio that is not also subject to the offer contained in the Seller Mortgage Loan Repurchase Notice) from the Covered Bond Guarantor for the Repurchase Price of the Mortgage Loan payable as at the Repurchase Date. The Covered Bond Guarantor shall be under no obligation whatsoever to accept such an offer. In no circumstances shall the Covered Bond Guarantor (or the Trust Manager on its behalf) accept any such offer unless the Calculation Manager has first confirmed that, after giving effect to the sale of the Mortgage Loan and Related Security, the Asset Coverage Test will be met.

Timing of repurchase and payment of Repurchase Price and interest on Repurchase Price

A repurchase of the right, title and interest in a Mortgage Loan and Related Security in the circumstances described under "*Repurchase by the Seller following breach of Representations and Warranties*", "*General ability to repurchase*" and in relation to Product Switches will take place on a date agreed by the Seller and the Covered Bond Guarantor, or the Trust Manager on its behalf. Except to the extent that the Seller and the Covered Bond Guarantor (or the Trust Manager on its behalf) agree otherwise, the repurchase of the right, title and interest in a Mortgage Loan and (if applicable) Related Security if that Mortgage Loan and (if applicable) Related Security is subject to a Further Advance or Cash Redraw will take place on the next Local Business Day following the date on which the relevant Further Advance or Cash Redraw (as applicable) is made. Where the Mortgage Loan is subject to a Payment Holiday, except to the extent that the Seller and the Covered Bond Guarantor (or the Trust Manager on its behalf) agree otherwise, the repurchase will take place on the next Local Business Day following the first day on which the deferred payment capitalises in accordance with the terms of the Payment Holiday.

The Seller shall be required to pay the Purchase Price of the Mortgage Loan and Related Security (if applicable) and the interest (if any) payable in respect of the Repurchase Price (as described below) (a) for so long as ASBBL has short term credit ratings of no lower than P-1 from Moody's and F1 from Fitch and a long term credit rating of no lower than A from Fitch, on the Trust Payment Date immediately succeeding the last day of the Collection Period during which the Repurchase Date falls; or (b) in any other case, on the Repurchase Date.

Except where the Seller is required to pay the Repurchase Price of a Mortgage Loan and Related Security (if applicable) on the relevant Repurchase Date, interest on the Repurchase Price will accrue at the interest rate determined in accordance with the Mortgage Sale Agreement from (and including) the Repurchase Date to (but excluding) the date on which the Repurchase Price is paid to the Covered Bond Guarantor.

Right of pre-emption

Under the terms of the Mortgage Sale Agreement, the Seller will have a right of pre-emption in respect of any sale, in whole or in part, of Selected Mortgage Loans. The Covered Bond Guarantor may be required to sell selected Mortgage Loans in the circumstances described in "*Establishment Deed – Sale of Selected Mortgage Loans if the Pre-Maturity Test is breached*", "*Establishment Deed – Sale of Selected Mortgage Loans following the Demand Loan Provider making demand that the Demand Loan be repaid*", "*Establishment Deed – Sale of Selected Mortgage Loans following service of an Asset Coverage Test Breach Notice*" and "*Establishment Deed - Sale of Selected Mortgage Loans following service of a Notice to Pay*" below.

In connection with the sale of Mortgage Loans and Related Security, the Covered Bond Guarantor will serve on the Seller a Selected Mortgage Loan Offer Notice offering to sell those Selected Mortgage Loans for the best price reasonably available, but in any event: (a) following the service of an Asset Coverage Test Breach Notice (but prior to the service of a Notice to Pay), for an amount not less than the Current Principal Balance of the Selected Mortgage Loans plus the arrears of interest and accrued interest thereon; and (b) following a breach of the Pre-Maturity Test or service of a Notice to Pay on the Covered Bond Guarantor, for an amount not less than the Adjusted Required Redemption Amount for the relevant Series of Covered Bonds. If the Seller accepts the Covered Bond Guarantor's offer to sell the relevant Selected Mortgage Loans in accordance with the foregoing,

the Seller shall, within ten Local Business Days of service of the Selected Mortgage Loan Offer Notice on the Seller, countersign and return to the Covered Bond Guarantor the relevant Selected Mortgage Loan Offer Notice, provided that if an Issuer Event of Default has occurred but no liquidator, statutory manager, receiver, receiver and manager or administrator has been appointed to the Seller, the Seller's right to accept the offer (and therefore exercise its right of pre-emption) will be conditional upon the delivery within such ten Local Business Day period of a solvency certificate in a form acceptable to the Covered Bond Guarantor (or the Trust Manager on its behalf) and the Security Trustee (each acting reasonably). Upon receipt by the Covered Bond Guarantor (or the Trust Manager on its behalf) of a countersigned Selected Mortgage Loan Offer Notice, the Seller (or another purchaser nominated by the Seller) will repurchase from the Covered Bond Guarantor and the Covered Bond Guarantor shall transfer to the Seller (or such other purchaser) free from the Security created by the Security Deed: (a) the relevant Selected Mortgage Loans referred to in the relevant Selected Mortgage Loan Offer Notice; and (b) unless the Related Security also secures another Mortgage Loan in the Mortgage Loan Portfolio that is not also subject to the offer contained in the Selected Mortgage Loan Offer Notice, the Related Security. Completion of such repurchase shall take place on such date as the Covered Bond Guarantor (or the Trust Manager on its behalf) and the Seller may agree (provided that such date shall not be later than the earlier to occur of the date which is (i) ten Local Business Days after receipt by the Covered Bond Guarantor (or the Trust Manager on its behalf) of the Selected Mortgage Loan Offer Notice countersigned by the Seller or (ii) the Final Maturity Date of the Earliest Maturing Covered Bonds), when the Seller (or such other purchaser) shall pay to the GIC Account (or as the Covered Bond Guarantor (or the Trust Manager on its behalf) shall direct) an amount in cash equal to the repurchase price specified in the relevant Selected Mortgage Loan Offer Notice.

If the Seller rejects the Covered Bond Guarantor's offer or fails to accept it in accordance with the foregoing, the Covered Bond Guarantor will offer to sell the Selected Mortgage Loans to other Purchasers (as described under "*Establishment Deed – Method of Sale of Selected Mortgage Loans*", below).

For the purposes hereof:

"Adjusted Required Redemption Amount" means in relation to a Series of Covered Bonds:

- (A) the NZ Dollar Equivalent of the Required Redemption Amount; plus or minus
- (B) the NZ Dollar Equivalent of any swap termination amounts payable under the Covered Bond Swaps corresponding to the Series to or by the Covered Bond Guarantor less (where applicable) amounts standing to the credit of (i) the Pre-Maturity Ledger, (ii) the GIC Account (excluding amounts standing to the credit of the Pre-Maturity Ledger) and (iii) the principal balance of any Substitution Assets and Authorised Investments (excluding all amounts to be applied on the next following Trust Payment Date to repay higher ranking amounts in the relevant Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds); plus or minus
- (C) the NZ Dollar Equivalent of any swap termination amounts payable to or by the Covered Bond Guarantor under the Total Return Swap.

Further drawings under the Mortgage Loans

The Seller will be solely responsible for funding all further drawings, if any, in respect of Mortgage Loans in the Mortgage Loan Portfolio (including, but not limited to, Further Advances and Cash Redraws).

The Mortgage Sale Agreement is governed by New Zealand law.

Servicing Agreement

Pursuant to the terms of the Servicing Agreement entered into on or about the Programme Date between the Covered Bond Guarantor, ASBBL (in its separate capacities as Servicer and as Seller), the Trust Manager and the Security Trustee, the Servicer has agreed to administer and service on behalf of the Covered Bond Guarantor the Mortgage Loans and the Related Security sold by the Seller to the Covered Bond Guarantor.

The Servicer is required to service the Mortgage Loans and the Related Security in the Mortgage Portfolio (and to exercise its powers under the Servicing Agreement):

- (a) in compliance with the express limitations of the Servicing Agreement (unless the prior written consent of the Trust Manager and the Covered Bond Guarantor is obtained); and

- (b) to the extent the Servicing Agreement does not provide otherwise, in accordance with the Servicing Standards.

The function of servicing the Mortgage Loans and Related Security forming part of the Mortgage Loan Portfolio is vested in the Servicer and the Servicer is entitled to undertake the servicing of those Mortgage Loans and Related Security to, unless a Servicer Default has occurred, the exclusion of the Covered Bond Guarantor and the Trust Manager.

The Servicer's actions in servicing the Mortgage Loans and Related Securities are binding on the Covered Bond Guarantor, whether or not such actions are in compliance with the Servicing Agreement. The Servicer may appoint an agent or delegate for the purposes of performing its duties and obligations under the Servicing Agreement provided that it meets the conditions as set out in the Servicing Agreement in relation thereto (including that it must not delegate a material part of its powers, duties and obligations as Servicer). The Servicer at all times remains liable for its agents and delegates insofar as the act or omissions of any such person would be deemed to constitute or would cause a breach by the Servicer of its obligations under the Servicing Agreement and in respect of payment of fees to any such person.

Undertakings of the Servicer

Pursuant to the terms of the Servicing Agreement, the Servicer covenants with and undertakes to the Covered Bond Guarantor (for itself and as All Moneys Mortgage Trustee), the Trust Manager and the Security Trustee that, without prejudice to any of its specific obligations under the Servicing Agreement, it will:

- (a) service the Mortgage Loans and the Related Security in the Mortgage Loan Portfolio and exercise its powers and discretions under the Servicing Agreement, the Servicing Guidelines and the relevant Mortgage Documents in accordance with the standards and practices of a Prudent Mortgage Lender;
- (b) promptly notify the Covered Bond Guarantor and the Trust Manager of any material breach of the Servicing Guidelines by the Servicer in relation to the servicing of the Mortgage Loans and the Related Security then forming part of the Mortgage Loan Portfolio;
- (c) prepare and make available documentation and make such calculations as are necessary to enable repayment of a Mortgage Loan and discharge of the corresponding Mortgage and any other Related Security (other than one that also secures another Mortgage Loan in the Mortgage Loan Portfolio) upon receiving notice from the relevant Borrower that the Borrower desires to repay a Mortgage Loan in full;
- (d) if a Perfection of Title Event occurs promptly deliver or procure delivery to the Covered Bond Guarantor of all Loan Files not otherwise provided to the Covered Bond Guarantor in accordance with the Mortgage Sale Agreement;
- (e) duly and punctually perform its material obligations under the Servicing Agreement and each of the Mortgage Documents and Programme Documents to which it is a party;
- (f) assist and co-operate with the Covered Bond Guarantor and the Trust Manager in the Covered Bond Guarantor obtaining legal title to any Mortgage Loan or Related Security in the Mortgage Loan Portfolio following a Perfection of Title Event;
- (g) where any material amount of a Mortgage Loan has been written off as uncollectible in accordance with the Servicing Guidelines and the Servicing Agreement, ensure that the documentation relevant to that Mortgage Loan is examined to determine whether the Representations and Warranties in respect of that Mortgage Loan were correct at the date on which they were given and notify the Covered Bond Guarantor if they were incorrect;
- (h) keep proper books of account (which may be kept electronically) for the Mortgage Loans and Related Security;
- (i) not knowingly take action, or knowingly fail to take action, if that action or failure to take action will interfere with the enforcement by the Servicer or the Covered Bond Guarantor of any Mortgage Loan or Related Security then forming part of the Mortgage Loan Portfolio (unless such action or failure is in accordance with the Servicing Standards);

- (j) not grant any extension of time to maturity of a Mortgage Loan beyond 30 years from the Transfer Date of the Mortgage Loan or allow any reduced periodic payment that would result in such an extension other than when it does so pursuant to a Binding Provision or an order, decision, finding or judgment or determination of a Competent Authority or, in the Servicer's opinion, such action would be taken or required by a Competent Authority;
- (k) obtain and maintain all authorisations, filings and registrations necessary to properly service the Mortgage Loans;
- (l) comply in all material respects with the requirements of any relevant laws in carrying out its obligations under the Programme Documents including consumer credit legislation;
- (m) prepare and transmit to the Trust Manager within five Local Business Days of each Determination Date the Reporting Statement and pool performance data in relation to the Mortgage Loan Portfolio in respect of the Collection Period just ended (provided that the Servicer will not be in breach of this obligation if it fails to provide such pool performance data provided that it has used reasonable endeavours to produce the data for that Collection Period but has been unable to do so with sufficient accuracy (as determined by the Servicer and taking into account the likely distribution of the data and the uses to be made of the data));
- (n) not amend the Servicing Guidelines in a manner inconsistent with the practices of a Prudent Mortgage Lender; and
- (o) set the Mortgage Loan Rate and the periodic instalment to be paid by the Borrower on each Mortgage Loan in the Mortgage Loan Portfolio. The Servicer must ensure that each periodic instalment in relation to a Mortgage Loan is not less than the interest payable on the Mortgage Loan in relation to the same period (without limiting a Borrower's right to pay less or not to make a payment where the amounts outstanding under the Mortgage Loan is less than the Scheduled Balance). Prior to a Perfection of Title Event for the relevant Mortgage Loan, the Mortgage Loan Rate in respect of that Mortgage Loan must be the interest rate which it charges on the same type of mortgage loan which has not been assigned by it to the Covered Bond Guarantor (unless otherwise required by the Servicing Agreement).

Powers of the Servicer

The Servicer has a number of express powers, which include the power:

- (a) to release a Borrower from any amount owing under a Mortgage Loan where the Servicer has written-off or determined to write-off that amount in accordance with the Servicing Standards or where it is required to do so by a Binding Provision or by a Competent Authority or, in the Servicer's opinion such action would be taken or required by a Competent Authority;
- (b) subject to the preceding paragraph, to waive any breach under, or compromise, compound or settle any claim in respect of, or release any party from an obligation or claim under, the Mortgage Loans or any Related Security;
- (c) to release or substitute any Related Security provided that this is in accordance with the Servicing Standards;
- (d) to consent to subsequent securities over a Property then forming part of the Mortgage Loan Portfolio, provided that the Mortgage forming part of the Mortgage Loan Portfolio retains priority over any subsequent security for not less than the Current Principal Balance plus accrued but unpaid interest on the Mortgage Loan plus any extra amount determined in accordance with the Servicing Guidelines;
- (e) to institute litigation to recover amounts owing under a Mortgage Loan; and
- (f) to take other enforcement action in relation to a Mortgage Loan as it determines should be taken.

The Servicing Agreement provides that if the Servicer (i) releases a Mortgage or Related Security then forming part of the Mortgage Loan Portfolio, (ii) reduces the amount outstanding under, or varies the terms (including without limitation in relation to repayment) of, any Mortgage Loan or Related Security then forming part of the Mortgage Loan Portfolio, or (iii) grants other relief to a Borrower or the provider of a Related Security then

forming part of the Mortgage Loan Portfolio, after having formed the opinion that such action would be taken or required by a Competent Authority, or pursuant to an order, finding, determination or judgment of a Competent Authority and it is determined that such order, finding, determination or judgment, in either case, was made as a result of the Seller or Servicer:

- (a) breaching any Binding Provision, applicable regulations, statute or official directive at the time the Mortgage, the Related Security or the Mortgage Loan was granted or a Product Switch was made in respect of such Mortgage Loan (other than a Binding Provision, regulation, statute or official directive which provides for relief on equitable or like grounds where the Seller or Servicer was acting in accordance with the standards and practices suitable for a Prudent Mortgage Lender); or
- (b) not acting in accordance with the standards and practices suitable for a Prudent Mortgage Lender,

then the Servicer must notify the Covered Bond Guarantor and the Trust Manager of its opinion or the making of such an order, decision, finding, judgment or determination (as applicable). In addition, the Seller or Servicer (as the case may be) must pay damages to the Covered Bond Guarantor by 10am on the Trust Payment Date next occurring after such notification is given by the Servicer.

The amount of such damages will be the amount agreed between the Covered Bond Guarantor (following consultation with the Trust Manager and acting on expert advice taken pursuant to the terms of the Establishment Deed, if necessary) and the Seller or the Servicer, as the case may be (or, failing agreement, by the Seller's or the Servicer's external auditors) as being sufficient to compensate the Covered Bond Guarantor for any losses suffered as a result of any release, reduction, variation or relief.

The amount of any damages cannot exceed the Current Principal Balance plus accrued but unpaid interest on the Mortgage Loan (as recorded on the Mortgage Loan System) (calculated at the time of agreement between the Covered Bond Guarantor and the Seller or the Servicer or by the Seller's or the Servicer's external auditors, as the case may be).

Limitations on Servicer's liability

The Servicer will not incur any liability to any person in respect of any failure to act where such act will be hindered, prevented or forbidden by any present or future law. The Servicer will not be responsible to any person for any loss, damage, claim or demand incurred as a result of:

- (a) a breach of trust, wilful default, fraud or gross negligence of the Covered Bond Guarantor (except where the Covered Bond Guarantor is acting as the Servicer);
- (b) the failure by the Servicer to check any document prepared or delivered to it by the Covered Bond Guarantor or the Trust Manager or any agent or consultant appointed by either of them and reasonably believed by the Servicer to be genuine; or
- (c) any action taken by the Servicer in accordance with any written direction or instruction from the Covered Bond Guarantor or the Trust Manager,

except to the extent to which the loss, damage, claim or demand is caused by any fraud, negligence or wilful default by the Servicer.

The Servicer has agreed to indemnify the Covered Bond Guarantor in respect of all costs, damages, losses and expenses incurred by the Covered Bond Guarantor (subject to as described below) as a result of any breach by the Servicer of any term of the Servicing Agreement or any other Programme Document to which it is a party, any fraud, negligence or wilful default by the Servicer (including, without limitation, legal costs charged at the usual commercial rates of the relevant legal services provider and the costs of any appointment of a Substitute Servicer). The maximum amount which the Servicer will be liable to pay in respect of such breach, any fraud, negligence or wilful default by the Servicer in relation to any Mortgage Loan in the Mortgage Loan Portfolio is the Current Principal Balance of the Mortgage Loan in respect of which such event occurred. The Servicer's indemnity does not include any damages in respect of consequential loss. The Covered Bond Guarantor may only claim in accordance with the foregoing by written notice setting out the grounds for the claim together with details of the calculation of the cost, damage, loss and/or expense incurred by the Covered Bond Guarantor as a result thereof. The Servicer must pay any amounts due to the Covered Bond Guarantor under the indemnity within seven Local Business Days of receipt by it of such written notice (which shall represent prima facie evidence of such amounts).

Interest Rate Shortfall Test

The Servicer shall, if the Total Return Swap is not in effect in accordance with its terms, determine on each Determination Date, having regard to:

- (a) the fixed interest rate and the variable interest rate and any other discretionary rate or margin in respect of the Mortgage Loans in the Mortgage Loan Portfolio which the Servicer proposes to set under the Servicing Agreement for the Collection Period commencing on the Determination Date; and
- (b) the other resources available to the Covered Bond Guarantor, including the Covered Bond Swap Agreements (if any) and the Reserve Fund (as advised by the Covered Bond Guarantor, or the Trust Manager on its behalf),

whether the Covered Bond Guarantor would receive an amount of income during the Collection Period commencing on the Determination Date which, when aggregated with the funds otherwise available to the Covered Bond Guarantor on the Trust Payment Date immediately following the Collection Period that commences on the Determination Date, is less than the amount which is the aggregate of (i) the amount of interest which would be payable (or provisioned to be paid) by or on behalf of the Covered Bond Guarantor under the Intercompany Loan Agreement (or, if a Notice to Pay has been served on the Covered Bond Guarantor, the Covered Bond Guarantee), and the Demand Loan Agreement on the Trust Payment Date immediately following the Collection Period that commences on the Determination Date, and the relevant amounts payable (or provisioned to be paid) to the Covered Bond Swap Providers under the Covered Bond Swap Agreements in respect of all Covered Bonds on the Trust Payment Date immediately following the Collection Period that commences on the Determination Date; and (ii) the other expenses payable (or provisioned to be paid) by the Covered Bond Guarantor on the Trust Payment Date immediately following the Collection Period that commences on the Determination Date ranking in priority thereto in accordance with the relevant Priority of Payments applicable prior to a Covered Bond Guarantor Event of Default (the **Interest Rate Shortfall Test**). Any interest rate shortfall shall be referred to as the **Interest Rate Shortfall**.

If the Servicer determines that the Interest Rate Shortfall Test will not be met, it will give written notice to the Covered Bond Guarantor and the Seller (copied to the Trust Manager and the Security Trustee), within five Local Business Days of the relevant Determination Date, of the amount of the Interest Rate Shortfall and the fixed interest rate and the variable interest rate and the other discretionary rates or margins which would, in the Servicer's opinion, need to be set in order for no shortfall to arise, and the Interest Rate Shortfall Test to be met on the next succeeding Determination Date, having regard to the date(s) on which the changes to the fixed interest rate and the variable interest rate and the other discretionary rates or margins would take effect, following which (A) (subject to the Servicing Agreement and the Mortgage Sale Agreement), the Servicer shall set the fixed interest rate and the variable interest rate (as the case may be) and/or other discretionary rates or margins applicable to Mortgage Loans in the Mortgage Loan Portfolio at such levels; and/or (B) the Covered Bond Guarantor or the Security Trustee may notify the Servicer and the Seller that, having regard to the obligations of the Covered Bond Guarantor and the amount of the Interest Rate Shortfall, further Mortgage Loans and the Related Security should be sold by the Seller to the Covered Bond Guarantor pursuant to the Mortgage Sale Agreement to rectify the Interest Rate Shortfall, in which case, the Seller will use all reasonable efforts to offer to sell in accordance with the Mortgage Sale Agreement sufficient New Mortgage Loans and the Related Security to the Covered Bond Guarantor on or before the next succeeding Determination Date to rectify the Interest Rate Shortfall on that Determination Date.

Yield Shortfall Test

The Servicer shall, if at any time following an Issuer Event of Default (and for so long as such Issuer Event of Default continues unremedied) or the service of an Asset Coverage Test Breach Notice which has not been revoked, the Total Return Swap is not in effect in accordance with its terms, determine on each Determination Date, having regard to the aggregate of:

- (a) the fixed interest rate and the variable interest rate (as the case may be) and any other discretionary rate or margin, in respect of the Mortgage Loans in the Mortgage Loan Portfolio which the Servicer proposes to set under the Servicing Agreement for the Collection Period commencing on the Determination Date; and
- (b) the resources available to the Covered Bond Guarantor under the Covered Bond Swap Agreements (if any),

whether the Covered Bond Guarantor would receive an aggregate amount of interest from the Mortgage Loans in the Mortgage Loan Portfolio and the amounts under the Swap Agreements during the Collection Period commencing on the Determination Date which would give an annual yield that is sufficient to enable the Covered Bond Guarantor to make the payments and provisions in items (a)-(e) (inclusive) of the Guarantee Priority of Payments in full on the next 12 Trust Payment Dates to occur following the end of the Collection Period commencing on the Determination Date (the **Yield Shortfall Test**). Any yield shortfall shall be referred to as the **Yield Shortfall**.

If the Servicer determines that the Yield Shortfall Test will not be met, it will give written notice to the Covered Bond Guarantor and the Security Trustee, within five Local Business Days of the relevant Determination Date, of the amount of the Yield Shortfall and the fixed interest rate and the variable interest rate and the other discretionary rates or margins which would, in the Servicer's opinion, need to be set in order for no shortfall to arise, and the Yield Shortfall Test to be met, having regard to the date(s) on which the changes to the fixed interest rate and the variable interest rate and the other discretionary rates or margins would take effect, and at all times acting in accordance with the standards of a Prudent Mortgage Lender. If the Covered Bond Guarantor or the Security Trustee notifies the Servicer that, having regard to the obligations of the Covered Bond Guarantor, the fixed interest rate and the variable interest rate and/or the other discretionary rates or margins should be increased, the Servicer will take all steps which are necessary and are in accordance with the standards and practices of a Prudent Mortgage Lender to increase the fixed interest rate and the variable interest rate and/or any other discretionary rates or margins, including giving any notice which is required in accordance with the Mortgage Documents.

Remuneration

The Servicer is entitled to an administration fee for the provision of the Services, which shall be agreed in writing between the Covered Bond Guarantor (or the Trust Manager on its behalf), the Security Trustee and the Servicer. The Covered Bond Guarantor (acting on the directions of the Trust Manager) will on each Trust Payment Date, subject to the applicable Priority of Payments as further consideration for the Services supplied to it by the Servicer under the Servicing Agreement reimburse the Servicer for all out-of-pocket costs, expenses and charges properly incurred by the Servicer in the performance of the Services, including any such costs, expenses or charges not reimbursed to the Servicer on any previous Trust Payment Date.

Collections

The Servicer acts as collecting agent for the Covered Bond Guarantor in respect of all payments in respect of the Mortgage Loans in the Mortgage Loan Portfolio (including, without limitation, a Mortgage Loan Scheduled Payment). If the Servicer receives, during a Collection Period, any money whatsoever arising from the Mortgage Loans in the Mortgage Loan Portfolio and the Related Security which money belongs to the Covered Bond Guarantor and such money is to be paid to the GIC Account pursuant to the Servicing Agreement, the Servicer shall hold such money on trust for the Covered Bond Guarantor and shall ensure that all such moneys are capable of being readily identified at any time. All such amounts described above received by the Servicer during a Collection Period shall be credited to the GIC Account either on the Trust Payment Date immediately following the end of that Collection Period (for so long as ASBBL has short-term credit ratings no lower than P-1 from Moody's and F1 from Fitch and a long-term credit rating no lower than A from Fitch) or, in any other case, within two Local Business Days of receipt.

ASBBL shall, if it credits money received during a Collection Period to the GIC Account in accordance with the Servicing Agreement, on the Trust Payment Date immediately following the end of that Collection Period, credit an additional amount to the GIC Account calculated as interest on the amount of that money for the period during which it was held by ASBBL. Any such interest is to be calculated on the Determination Date immediately following the end of the Collection Period by ASBBL in its absolute discretion on the daily balance of the amount of money for the period during which it was (or will be) held by ASBBL and at a rate of interest, for each Collection Period (or part thereof) during which the money is (or will be) held, equal to the applicable 30 day Bank Bill Rate on the first day of the Collection Period, or if that day is not a Local Business Day, on the immediately preceding Local Business Day.

Removal or resignation of the Servicer

A servicer default (**Servicer Default**) occurs if:

- (a) the Servicer fails to remit or pay any amounts due or any other amounts received in respect of the Mortgage Loans then forming part of the assets of the Trust to the Covered Bond Guarantor within the time periods specified in the Servicing Agreement or the other Programme Documents and such failure is not remedied within 5 Local Business Days of notice of such failure being given to the Servicer by the Trust Manager or the Covered Bond Guarantor;
- (b) the Servicer fails to prepare the Reporting Statement by its due date and such failure is not remedied within 20 Local Business Days (or such longer period as the Covered Bond Guarantor may agree to after consulting with the Trust Manager) of notice being given to the Servicer by the Covered Bond Guarantor and such failure, as determined by the Security Trustee, acting on the directions of the Bond Trustee (subject to the provisions of the Bond Trust Deed) if there are Covered Bonds outstanding, is materially prejudicial to the Covered Bondholders or acting on the directions of the Majority Secured Creditors (if there are no Covered Bonds outstanding), is materially prejudicial to the Secured Creditors;
- (c) an Insolvency Event occurs in relation to the Servicer;
- (d) the Servicer has breached its obligations (other than those referred to in paragraphs (a) and (b) above), as Servicer under a Programme Document to which it is expressed to be a party and such breach in the opinion of the Security Trustee, acting on the directions of the Bond Trustee (subject to the provisions of the Bond Trust Deed) if there are Covered Bonds outstanding, is materially prejudicial to the Covered Bondholders or acting on the directions of the Majority Secured Creditors (if there are no Covered Bonds outstanding), is materially prejudicial to the Secured Creditors and:
 - (i) that breach is not remedied to the Security Trustee's satisfaction within 20 Local Business Days after receipt by the Servicer of a notice in writing from the Security Trustee requiring it to do so; and
 - (ii) the Servicer has not paid compensation to the Covered Bond Guarantor for its loss from such breach in an amount satisfactory to the Covered Bond Guarantor (acting reasonably); or
- (e) the Servicer's unsecured, unsubordinated, long-term senior debt obligations have been downgraded below Baa3 by Moody's or BBB- by Fitch.

If the Covered Bond Guarantor (acting upon the advice of the Trust Manager) has determined that:

- (a) the performance by the Servicer of its duties under the Servicing Agreement is no longer permissible under any applicable law and the Covered Bond Guarantor is satisfied that there is no reasonable action which the Servicer could take to make the performance of its duties under the Servicing Agreement permissible under that applicable law; or
- (b) a Servicer Default has occurred and is continuing,

then the Covered Bond Guarantor, or the Trust Manager on its behalf, (with the consent of the Security Trustee (acting on the directions of (if there are Covered Bonds outstanding) the Bond Trustee (subject to the provisions of the Bond Trust Deed) or (if there are no Covered Bonds outstanding) the Majority Secured Creditors)) may at once or at any time thereafter while such event continues by written notice to the Servicer, immediately terminate the rights and obligations of the Servicer and appoint another appropriately qualified organisation to act in its place.

The Servicer will, within two Local Business Days after it becomes aware of any Servicer Default, give notice to the Covered Bond Guarantor, the Trust Manager and the Rating Agencies (and the Trust Manager must give notice to the Security Trustee and the Bond Trustee).

The Servicer may retire from its obligations and duties assumed by it pursuant to the Servicing Agreement by three months' notice in writing to the Covered Bond Guarantor and the Trust Manager (or such lesser time as the Servicer and the Covered Bond Guarantor (or the Trust Manager on its behalf) agree). Upon its retirement the Servicer may, subject to any approval required by law, appoint in writing another person approved by the

Covered Bond Guarantor (acting reasonably) as Substitute Servicer in its place. If the Servicer does not propose a replacement by the date which is one month prior to the date of its proposed retirement, the Covered Bond Guarantor (acting on the advice of the Trust Manager) is entitled to appoint a Substitute Servicer as of the date of the proposed retirement.

The purported appointment of a Substitute Servicer in the event of the termination or resignation of the Servicer has no effect until the Substitute Servicer executes a deed under which it covenants to act as Servicer in accordance with the Servicing Agreement and all other Programme Documents to which the Servicer is a party. Until the appointment of the Substitute Servicer is complete, the Covered Bond Guarantor must act as Servicer (and is entitled to receive the fee payable to the Servicer in accordance with the Servicing Agreement for the period during which the Covered Bond Guarantor so acts). The Covered Bond Guarantor (or the Trust Manager on its behalf) shall promptly notify the Rating Agencies of the appointment of the Substitute Servicer.

The Covered Bond Guarantor may settle with the Servicer the amount of any sums payable by the Servicer to the Covered Bond Guarantor or by the Covered Bond Guarantor to the Servicer and may give to or accept from the Servicer a discharge in respect of those sums which will be conclusive and binding as between the Covered Bond Guarantor and the Servicer. The Servicer and the Trust Manager have agreed to provide their full co-operation in the event of the appointment of a Substitute Servicer. The Servicer and the Trust Manager must (subject to the Privacy Act 1993 and the Servicer's duty of confidentiality to its customers under general law or otherwise) provide the Substitute Servicer with copies of all paper and electronic files, information and other materials in its possession as the Covered Bond Guarantor or the Substitute Servicer may reasonably request within 90 days of the removal or retirement of the Servicer in accordance with the Servicing Agreement.

Neither the Bond Trustee nor the Security Trustee is obliged to act as Servicer or to monitor or supervise the performance by the Servicer in any circumstances.

The Servicing Agreement is governed by New Zealand law.

Asset Monitor Agreement

Under the terms of the Asset Monitor Agreement entered into on or about the Programme Date between the Asset Monitor, the Covered Bond Guarantor, the Trust Manager, ASBBL (in its capacities as Issuer, Guarantor, Seller and Calculation Manager), ASBFL, the Bond Trustee and the Security Trustee, the Asset Monitor has agreed, subject to due receipt of the information to be provided by the Calculation Manager to the Asset Monitor, to report on the arithmetic accuracy of the calculations performed by the Calculation Manager on the Determination Date immediately prior to each anniversary of the Programme Date, for the purposes of determining compliance or non-compliance by the Covered Bond Guarantor with the Asset Coverage Test or the Amortisation Test, as applicable, on that Determination Date, the relevant test being conducted depending on whether the Determination Date falls prior to or after a Notice to Pay is served on the Covered Bond Guarantor.

If the long-term, unsecured, unguaranteed and unsubordinated debt obligation credit ratings of the Calculation Manager (or if the Calculation Manager is not so rated, if the long-term unsecured, unguaranteed and unsubordinated debt obligation credit ratings of the Calculation Manager's ultimate holding company) fall below Baa3 by Moody's or BBB- by Fitch (and for as long as they remain below such credit ratings), the Asset Monitor will, subject to receipt of the relevant information from the Calculation Manager, be required to report on the arithmetic accuracy of the relevant test following every Determination Date.

If any test conducted by the Asset Monitor reveals arithmetic errors in the relevant calculations performed by the Calculation Manager such that the Asset Coverage Test or the Amortisation Test has been failed on the applicable Determination Date (where the Calculation Manager had recorded it as being satisfied) or the reported Adjusted Aggregate Mortgage Loan Amount or the reported Amortisation Test Aggregate Mortgage Loan Amount is mis-stated by the Calculation Manager by an amount exceeding 1 per cent of the actual Adjusted Aggregate Mortgage Loan Amount or the actual Amortisation Test Aggregate Mortgage Loan Amount, as applicable, (as at the date of the relevant Asset Coverage Test or the relevant Amortisation Test), the Asset Monitor will be required to conduct such tests following every Determination Date for a period of six months thereafter.

The Asset Monitor will be entitled, in the absence of manifest error, to assume that all information provided to it by the Calculation Manager for the purpose of reporting on the arithmetic accuracy of the relevant test is true and correct and complete and not misleading, and is not required to conduct and audit or other similar examination in respect of or otherwise take steps to verify the accuracy or completeness of such information.

The Asset Monitor Report will be delivered to the Calculation Manager, the Trust Manager, the Covered Bond Guarantor, ASBBL, ASBFL, the Bond Trustee and the Security Trustee.

The Covered Bond Guarantor will pay to the Asset Monitor a fee of NZ\$4,000 for the first report and NZ\$3,000 for each subsequent report (in each case, plus GST, if any) for each time the Asset Monitor is required to perform the tests under the Asset Monitor Agreement.

The Covered Bond Guarantor, or the Trust Manager on its behalf, may, at any time, but only with the prior written consent of the Security Trustee, acting on the instructions of the Bond Trustee (subject to the provisions of the Bond Trust Deed) (if there are Covered Bonds outstanding) or (if there are no Covered Bonds outstanding) the Majority Secured Creditors, terminate the appointment of the Asset Monitor by giving 40 Local Business Days prior written notice to the Asset Monitor, provided that such termination may not be effected unless and until a replacement has been found by the Covered Bond Guarantor, or the Trust Manager on its behalf (such a replacement to be approved by the Security Trustee who shall give such approval if the replacement is an accountancy firm of national standing in New Zealand).

The Asset Monitor may, at any time, resign by giving 40 Local Business Days prior written notice to the Issuers, the Guarantor, the Covered Bond Guarantor, the Trust Manager and the Security Trustee (copied to the Rating Agencies), save that such 40 Local Business Days notice period shall not be required if (i) the Covered Bondholders agree to the resignation of the Asset Monitor by Extraordinary Resolution or (ii) the Asset Monitor is required to resign pursuant to the applicable professional standards to which it is subject at the time of such resignation.

Upon giving notice of termination or receiving notice of resignation, the Covered Bond Guarantor, or the Trust Manager on its behalf, shall use its best endeavours to promptly appoint a substitute asset monitor pursuant to an agreement on substantially the same terms as the terms of the Asset Monitor Agreement, to provide the services set out in the Asset Monitor Agreement. If a substitute asset monitor is not appointed by the date which is 20 Local Business Days prior to a Determination Date in respect of which the Calculation Manager's calculations are to be tested in accordance with the terms of the Asset Monitor Agreement, then the Covered Bond Guarantor, or the Trust Manager on its behalf, shall use all reasonable endeavours to appoint an accountancy firm of national standing in New Zealand approved by the Security Trustee to carry out the relevant tests on a one-off basis. The Covered Bond Guarantor, or the Trust Manager on its behalf, shall promptly notify the Rating Agencies of the appointment of any substitute asset monitor or accountancy firm to carry out the relevant tests.

Neither the Bond Trustee nor the Security Trustee will be obliged to act as Asset Monitor or to monitor or supervise the performance by the Asset Monitor in any circumstances.

The Asset Monitor Agreement is governed by New Zealand law.

Establishment Deed

The Establishment Deed, made between the Covered Bond Guarantor, the Trust Manager, ASBBL as Issuer, Guarantor, Seller, Servicer and Calculation Manager, ASBFL as Issuer, the Bond Trustee and the Security Trustee, establishes the Trust and provides that the Covered Bond Guarantor will be the trustee of the Trust. Pursuant to the Establishment Deed, the purpose of the Trust is the acquisition, management and sale of, among other things, Mortgage Loans and the Related Security, the borrowing of moneys to fund the acquisition of such assets, the hedging of risks associated with such assets and such funding, the acquisition, management and sale of Substitution Assets and Authorised Investments, the giving of guarantees, the granting of security and any other business as the Trust Manager shall direct (with the prior written consent of the Security Trustee, prior to the release of the Security constituted by the Security Deed for as long as the Covered Bonds are outstanding).

Beneficiary

The Beneficiary of the Trust is Public Trust (a statutory corporation established pursuant to the Public Trust Act 2001 (New Zealand)) as trustee of the ASB Securitisation Charitable Trust. Pursuant to the Establishment Deed, the residual beneficial interest to which the Beneficiary is entitled is:

- (a) the Trust and each asset of the Trust; and
- (b) an annual distribution equal to the net income, if any, of the Trust for each financial year; and

- (c) the right to receive the Settlement Amount on the Vesting Date.

Asset Coverage Test

Under the terms of the Establishment Deed, the Covered Bond Guarantor must ensure that, for so long as Covered Bonds remain outstanding, on each Determination Date prior to the service of a Notice to Pay on the Covered Bond Guarantor, the Adjusted Aggregate Mortgage Loan Amount is in an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Determination Date (the **Asset Coverage Test**).

If on any Determination Date prior to the service of a Notice to Pay on the Covered Bond Guarantor the Adjusted Aggregate Mortgage Loan Amount is less than the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on such date, then the Covered Bond Guarantor (or the Trust Manager on its behalf) shall immediately notify the Bond Trustee and the Security Trustee in writing thereof and the Covered Bond Guarantor will use all reasonable endeavours to (i) acquire sufficient further Mortgage Loans and Related Security from the Seller in accordance with the Mortgage Sale Agreement (see "*Summary of the Principal Documents – Mortgage Sale Agreement – Sale by the Seller of Mortgage Loans and Related Security*"); and/or (ii) purchase Substitution Assets; and/or (iii) make drawings under the Demand Loan Agreement, in each case in order to ensure that the Asset Coverage Test is met on the immediately succeeding Determination Date (by reference to the Adjusted Aggregate Mortgage Loan Amount and the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds, in each case as calculated on such date).

If the Adjusted Aggregate Mortgage Loan Amount is less than the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds on the immediately succeeding Determination Date referred to above, the Asset Coverage Test will be breached and the Bond Trustee will serve an Asset Coverage Test Breach Notice on the Covered Bond Guarantor (subject to the Bond Trustee having actual knowledge or express notice of the breach). The Bond Trustee shall be deemed to revoke an Asset Coverage Test Breach Notice if, on the next Determination Date to occur following the service of an Asset Coverage Test Breach Notice, the Asset Coverage Test is subsequently satisfied and neither a Notice to Pay nor a Covered Bond Guarantee Acceleration Notice has been served. If the Bond Trustee is deemed to revoke an Asset Coverage Test Breach Notice, the Covered Bond Guarantor (or the Trust Manager on its behalf) shall immediately notify in writing the Bond Trustee thereof.

Following service of an Asset Coverage Test Breach Notice (which has not been revoked):

- (a) the Covered Bond Guarantor may be required to sell Selected Mortgage Loans (as further described under "*Sale of Selected Mortgage Loans following service of an Asset Coverage Test Breach Notice*");
- (b) prior to the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice or, if earlier, the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice, the Pre-Acceleration Priority of Payments will be modified as more particularly described in "*Cashflows - Allocation and distribution of Available Revenue Receipts following service of an Asset Coverage Test Breach Notice*" and "*Cashflows – Allocation and distribution of Available Principal Receipts following service of an Asset Coverage Test Breach Notice*" below; and
- (c) the Issuers will not be permitted to issue any further Covered Bonds.

If an Asset Coverage Test Breach Notice has been served and not been revoked on or before the next Determination Date to occur following the service of the Asset Coverage Test Breach Notice, then an Issuer Event of Default shall occur and the Bond Trustee shall be entitled and in certain circumstances required to serve an Issuer Acceleration Notice. Following service of an Issuer Acceleration Notice, the Bond Trustee will be required to serve a Notice to Pay on the Covered Bond Guarantor.

For the purposes hereof:

"Adjusted Aggregate Mortgage Loan Amount" means the amount calculated on each Determination Date as follows:

$$(A + B + C + D + E) - Z$$

where,

A = the lower of: (i) the sum of the LVR Adjusted Mortgage Loan Balance Amount of each Mortgage Loan in the Mortgage Loan Portfolio; and (ii) the sum of the Asset Percentage Adjusted Mortgage Loan Balance Amount of each Mortgage Loan in the Mortgage Loan Portfolio; as at the Determination Date.

The **"LVR Adjusted Mortgage Loan Balance Amount"** shall be calculated for a Mortgage Loan, on the relevant Determination Date, as:

- (a) for each Mortgage Loan in the Mortgage Loan Portfolio that is not then a Mortgage Loan subject to a Default, the lesser of:
 - (i) the outstanding Current Principal Balance of the Mortgage Loan as at the last day of the immediately preceding Collection Period; and
 - (ii) 75 per cent of the Latest Valuation for the Property charged by a Mortgage which secures the Mortgage Loan as at the last day of the immediately preceding Collection Period (but without double counting across Mortgage Loans); and
- (b) for each Mortgage Loan in the Mortgage Loan Portfolio that is then a Mortgage Loan subject to a Default, zero;

less, except where paragraph (b) above applies:

- (A) where a Mortgage Loan in the Mortgage Loan Portfolio or the Related Security was, in the immediately preceding Collection Period, known by the Covered Bond Guarantor or the Trust Manager to be in breach of the Representations and Warranties as at the date of its sale to the Covered Bond Guarantor, and the Seller has not repurchased the Mortgage Loan and the Related Security to the extent required by the terms of the Mortgage Sale Agreement: an amount equal to the LVR Adjusted Mortgage Loan Balance Amount (calculated as at the last day of the immediately preceding Collection Period) for each Mortgage Loan to which this paragraph (A) applies; and
- (B) where the Seller, in any preceding Collection Period, was in material breach of any other warranty under the Mortgage Sale Agreement and/or the Servicer was, in any preceding Collection Period, in material breach of a term of the Servicing Agreement: an amount equal to the resulting financial loss incurred by the Covered Bond Guarantor in the immediately preceding Collection Period (such financial loss to be calculated by the Trust Manager without double counting and to be reduced by any amount paid (in cash or in kind) to the Covered Bond Guarantor by the Seller or by the Servicer (as applicable) to indemnify the Covered Bond Guarantor for such financial loss);

The **"Asset Percentage Adjusted Mortgage Loan Balance Amount"** shall be calculated for a Mortgage Loan, on the relevant Determination Date, as the Asset Percentage multiplied by:

- (a) for each Mortgage Loan in the Mortgage Loan Portfolio that is not then a Mortgage Loan subject to a Default, the lower of:
 - (i) the outstanding Current Principal Balance of the Mortgage Loan as at the last day of the immediately preceding Collection Period; and
 - (ii) 100 per cent of the Latest Valuation for the Property charged by a Mortgage which secures the Mortgage Loan as at the last day of the immediately preceding Collection Period (but without double counting across Mortgage Loans); and

- (b) for each Mortgage Loan in the Mortgage Loan Portfolio that is then a Mortgage Loan subject to a Default, zero;

less, except where paragraph (b) above applies:

- (i) where a Mortgage Loan in the Mortgage Loan Portfolio or the Related Security was, in the immediately preceding Collection Period, known by the Covered Bond Guarantor or the Trust Manager to be in breach of the Representations and Warranties as at the date of its sale to the Covered Bond Guarantor, and the Seller has not repurchased the Mortgage Loan and the Related Security to the extent required by the terms of the Mortgage Sale Agreement: an amount equal to the Asset Percentage Adjusted Mortgage Loan Balance Amount (calculated as at the last day of the immediately preceding Collection Period) for each Mortgage Loan to which this paragraph (i) applies; and
- (ii) where the Seller, in any preceding Collection Period, was in material breach of any other warranty under the Mortgage Sale Agreement and/or the Servicer was, in any preceding Collection Period, in material breach of a term of the Servicing Agreement: an amount equal to the resulting financial loss incurred by the Covered Bond Guarantor in the immediately preceding Collection Period (such financial loss to be calculated by the Trust Manager without double counting and to be reduced by any amount paid (in cash or in kind) to the Covered Bond Guarantor by the Seller or by the Servicer (as applicable) to indemnify the Covered Bond Guarantor for such financial loss);

B = the aggregate amount of any proceeds of any Term Advances and/or any Demand Loan Advances which have not been applied as at the Determination Date;

C = the aggregate principal balance of any Substitution Assets and Authorised Investments as at the relevant Determination Date;

D = the aggregate amount of Mortgage Loan Principal Receipts collected by the Servicer during the immediately preceding Collection Period and credited, or to be credited on the immediately succeeding Trust Payment Date, to the GIC Account but excluding any amounts due to be applied on or before the immediately succeeding Trust Payment Date in accordance with the applicable Priority of Payments;

E = the aggregate amount as at the Determination Date of (i) Sale Proceeds credited to the GIC Account (including, without limitation, the amount of any Sale Proceeds standing to the credit of the Pre-Maturity Ledger) and (ii) remaining Available Principal Receipts credited to the GIC Account in accordance with paragraph (c) and/or (h) of the Pre-Acceleration Principal Priority of Payments (in each case without double counting any amounts already covered in D above); and

Z = the product of:

- (a) the weighted average remaining maturity of all Covered Bonds (expressed in years) then outstanding calculated by the Calculation Manager as at the Determination Date (provided that if the weighted average remaining maturity of all Covered Bonds (expressed in years) then outstanding is less than one, such weighted average remaining maturity shall be deemed for the purposes of this calculation, to be one);
- (b) the NZ Dollar Equivalent of the then aggregate Principal Amount Outstanding of the Covered Bonds;
- (c)
- (i) for so long as the Total Return Swap is in effect in accordance with the terms hereof, zero; or
- (ii) otherwise, one; and
- (d) the then Negative Carry Factor, where the "**Negative Carry Factor**" is the percentage rate per annum equal to the sum of (i) 0.50 per cent; and (ii) the weighted average of the Relevant Spread of each Series of Covered Bonds then outstanding determined by reference to the NZ Dollar Equivalent of the aggregate Principal

Amount Outstanding of the applicable Series of Covered Bonds, where the **"Relevant Spread"** is (A) in the case of a Series of floating rate Covered Bonds the Specified Currency of which is NZ Dollars, the Margin for the Series specified in the applicable Final Terms; and (B) in any other case the Floating Rate Payer Spread in the applicable Covered Bond Swap.

"Asset Percentage" means, on any Determination Date, save where otherwise agreed with the Rating Agencies, the lowest of:

- (i) 90 per cent; and
- (ii) such percentage figure determined on the Determination Date falling in March, June, September and December of each year (and on such other dates as may be agreed, from time to time, with Fitch) in accordance with the terms of the Establishment Deed, being the percentage figure that is necessary to ensure that the Covered Bonds maintain the then current ratings assigned to them by Fitch; and
- (iii) such percentage figure as may be selected by the Covered Bond Guarantor, or the Calculation Manager acting on its behalf, from time to time, in accordance with the terms of the Establishment Deed, and notified to Moody's and the Security Trustee on the Determination Date, or if no notification is made to Moody's and the Security Trustee on such Determination Date, on the last date of such notification. This percentage figure will be the difference between 100 and the percentage amount of credit enhancement that is necessary to ensure that there is sufficient credit enhancement for the Covered Bonds to achieve an Aaa rating by Moody's using Moody's expected loss methodology (regardless of the actual Moody's rating of the Covered Bonds at the time).

There is no obligation on the Covered Bond Guarantor to ensure that an AAA rating is maintained by Fitch or an Aaa rating is maintained by Moody's and the Covered Bond Guarantor is under no obligation to change the percentage figure selected by it (or the Calculation Manager on its behalf) and notified to Moody's and the Security Trustee in line with the level of credit enhancement required to ensure an AAA rating is maintained by Fitch or an Aaa rating by Moody's using Moody's expected loss methodology.

Amortisation Test

The Covered Bond Guarantor must ensure that for so long as Covered Bonds are outstanding on each Determination Date following service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Relevant Issuer and, as applicable, the Guarantor and/or the Security otherwise becoming enforceable), the Amortisation Test Aggregate Mortgage Loan Amount will be in an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Determination Date (the **Amortisation Test**).

If on any Determination Date following service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Relevant Issuer and, as applicable, the Guarantor and/or the Security otherwise becoming enforceable), the Amortisation Test Aggregate Mortgage Loan Amount is less than the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Determination Date then the Amortisation Test will be breached and a Covered Bond Guarantor Event of Default will occur. The Covered Bond Guarantor, or the Trust Manager on its behalf, shall immediately notify the Security Trustee and (for so long as Covered Bonds are outstanding) the Bond Trustee of any breach of the Amortisation Test.

The **"Amortisation Test Aggregate Mortgage Loan Amount"** will be calculated on each Determination Date following the service of a Notice to Pay on the Covered Bond Guarantor as follows:

$$A + B + C - Z$$

where,

A = the aggregate of the **"Amortisation Test Current Principal Balance"** of each Mortgage Loan, which shall be the product of:

- (a) the lesser of (i) the outstanding Current Principal Balance of the Mortgage Loan as calculated on the last day of the immediately preceding Collection Period and (ii) 75

per cent. of the Latest Valuation for the Property charged by a Mortgage which secures the Mortgage Loan as at the last day of the immediately preceding Collection Period (but without double counting across Mortgage Loans); and

- (b) M, where:
- (i) for each Mortgage Loan that is not then a Mortgage Loan subject to a Default, $M = 1.0$; or
 - (ii) for each Mortgage Loan that is then a Mortgage Loan subject to a Default, $M = \text{zero}$;

B = the sum of the amount of any cash standing to the credit of the GIC Account and the principal amount of any Authorised Investments (excluding any Mortgage Loan Revenue Receipts received in the immediately preceding Collection Period and any principal amounts due to be applied on or before the next Trust Payment Date in accordance with the applicable Priority of Payments);

C = the aggregate principal balance of any Substitution Assets not taken into account elsewhere in this calculation; and

Z = the product of:

- (a) the weighted average remaining maturity of all Covered Bonds (expressed in years) then outstanding;
- (b) the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds;
- (c)
 - (i) for so long as the Total Return Swap is in effect in accordance with the terms thereof, zero; or
 - (ii) otherwise, one; and
- (d) the Negative Carry Factor.

Sale of Selected Mortgage Loans if the Pre-Maturity Test is breached

The Establishment Deed provides for the sale of Selected Mortgage Loans in circumstances where the Pre-Maturity Test has been breached in relation to a Series of Hard Bullet Covered Bonds. The Pre-Maturity Test will be breached in relation to a Series of Hard Bullet Covered Bonds if ASBBL's short-term credit rating from Moody's falls to P-2 (or lower) or from Fitch falls to F1 (or lower) and the Final Maturity Date of the Series of Hard Bullet Covered Bonds falls within 12 months from the relevant Pre-Maturity Test Date. The Covered Bond Guarantor will be obliged to commence an offer process to sell Selected Mortgage Loans, subject to the rights of pre-emption of the Seller to buy the Selected Mortgage Loans pursuant to the terms of the Mortgage Sale Agreement and subject to any Pre-Maturity Demand Loan Advance having been made by the Demand Loan Provider from time to time. The proceeds from any such sale will be credited to the Pre-Maturity Ledger and deposited into the GIC Account. If the Issuer fully repays a Series of Hard Bullet Covered Bonds on their Final Maturity Date, any amount standing to the credit of the Pre-Maturity Ledger on the GIC Account in respect of the Series of Hard Bullet Covered Bonds following such repayment in full shall be applied by the Covered Bond Guarantor, acting on the directions of the Trust Manager in accordance with the applicable Priority of Payments unless an Issuer is in breach of the Pre-Maturity Test in respect of any other Series of Hard Bullet Covered Bonds, in which case sufficient cash shall be retained on the Pre-Maturity Ledger in order to provide liquidity for that other Series of Hard Bullet Covered Bonds. Otherwise, the proceeds will be applied in accordance with the applicable Priority of Payments.

For a description of the Pre-Maturity Test, see "*Credit Structure – Pre-Maturity Test*" below.

Sale of Selected Mortgage Loans following the Demand Loan Provider making demand that the Demand Loan be repaid

If, prior to the service of an Asset Coverage Test Breach Notice or a Notice to Pay, the Demand Loan Provider has demanded that all or part of the Demand Loan be repaid, the Covered Bond Guarantor will, subject to first utilising any Available Principal Receipts that are available for that purpose in accordance with the applicable Priority of Payments, be obliged to sell Selected Mortgage Loans in the Mortgage Loan Portfolio in accordance with the Establishment Deed (as described below), subject to the rights of pre-emption enjoyed by the Seller to buy the Selected Mortgage Loans pursuant to the Mortgage Sale Agreement. The proceeds from any such sale will be deposited into the GIC Account and applied in accordance with the applicable Priority of Payments. Any such sale will be subject to the condition that the Asset Coverage Test is satisfied after receipt of the proceeds of such sale and repayment of the amount of the Demand Loan that the Demand Loan Provider has requested repayment of, after giving effect to such repayment.

Sale of Selected Mortgage Loans following service of an Asset Coverage Test Breach Notice

After service of an Asset Coverage Test Breach Notice (which has not been revoked) but prior to the service of a Notice to Pay, the Covered Bond Guarantor will, subject to first utilising the proceeds of any advance made by the Demand Loan Provider under the Demand Loan Agreement, be obliged to sell Selected Mortgage Loans in the Mortgage Loan Portfolio in accordance with the Establishment Deed (as described below), subject to the rights of pre-emption enjoyed by the Seller to buy the Selected Mortgage Loans pursuant to the Mortgage Sale Agreement. The proceeds from any such sale will be deposited into the GIC Account and applied as set out in "Allocation and distribution of Available Revenue Receipts and Available Principal Receipts following service of an Asset Coverage Test Breach Notice".

Sale of Selected Mortgage Loans following service of a Notice to Pay

After a Notice to Pay has been served on the Covered Bond Guarantor following the occurrence of an Issuer Event of Default (but prior to the service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor, the Relevant Issuer and, as applicable, the Guarantor and/or the Security otherwise becoming enforceable), the Covered Bond Guarantor will be obliged to sell Selected Mortgage Loans in the Mortgage Loan Portfolio in accordance with the Establishment Deed (as described below), subject to the rights of pre-emption of the Seller to buy the Selected Mortgage Loans pursuant to the Mortgage Sale Agreement. The proceeds from any such sale will be deposited into the GIC Account and applied in accordance with the Guarantee Priority of Payments.

Method of Sale of Selected Mortgage Loans

If the Covered Bond Guarantor is required to sell Selected Mortgage Loans to Purchasers following the repayment of the Demand Loan being demanded by the Demand Loan Provider, service of an Asset Coverage Test Breach Notice, a breach of the Pre-Maturity Test or the service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, the Relevant Issuer and, as applicable, the Guarantor and/or the Security otherwise becoming enforceable), the Covered Bond Guarantor, or the Trust Manager on its behalf, will be required to ensure that before offering Selected Mortgage Loans for sale:

- (a) the Selected Mortgage Loans are selected on a basis that is representative of the Mortgage Loans in the Mortgage Loan Portfolio as a whole and that if a Mortgage Loan is selected, its Related Security is also selected unless the Related Security also secures a Mortgage Loan in the Mortgage Loan Portfolio that has not been selected for sale; and
- (b) the Selected Mortgage Loans have an aggregate Current Principal Balance in an amount (the **Required Current Principal Balance Amount**) which is as close as possible to the amount calculated as follows:
 - (i) following the Demand Loan Provider requesting repayment of the Demand Loan (or a part of it), such amount that would ensure that, if the Selected Mortgage Loans were sold at their Current Principal Balance plus the arrears of interest and accrued interest thereon, the amount of the Demand Loan that the Demand Loan Provider has requested repayment of as calculated on the date of the request could be repaid, subject to satisfaction of the Asset Coverage Test following such repayment; or

- (ii) following the service of an Asset Coverage Test Breach Notice (but prior to the service of a Notice to Pay), such amount that would ensure that, if the Selected Mortgage Loans were sold at their Current Principal Balance plus the arrears of interest and accrued interest thereon, the Asset Coverage Test would be satisfied on the next Determination Date taking into account the payment obligations of the Covered Bond Guarantor on the Trust Payment Date following that Determination Date; or
- (iii) following a breach of the Pre-Maturity Test or service of a Notice to Pay:

$$N \times \frac{\text{Aggregate Current Principal Balance for all Mortgage Loans in the Mortgage Loan Portfolio}}{\text{Aggregate NZ Dollar Equivalent of the Required Redemption Amount in respect of each Series of Covered Bonds then outstanding}}$$

where "N" is an amount equal to the NZ Dollar Equivalent of:

- (x) in respect of Selected Mortgage Loans being sold following a breach of the Pre-Maturity Test in respect of a Series of Hard Bullet Covered Bonds, the Required Redemption Amount of each Series of Hard Bullet Covered Bonds in respect of which the Pre-Maturity Test has been breached less amounts standing to the credit of the Pre-Maturity Ledger; or
- (y) in respect of Selected Mortgage Loans being sold following the service of a Notice to Pay on the Covered Bond Guarantor, the Required Redemption Amount of the Earliest Maturing Covered Bonds less amounts standing to the credit of the GIC Account and the principal amount of any Authorised Investments and Substitution Assets that have not been sold in accordance with the Establishment Deed (excluding all amounts to be applied on the next following Trust Payment Date to repay higher ranking amounts in the Guarantee Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds) (see "*Limit on Investing in Substitution Assets and Authorised Investments*" below).

The Covered Bond Guarantor, or the Trust Manager on its behalf, will offer the Selected Mortgage Loans for sale to Purchasers for the best price reasonably available but in any event:

- (a) following the service of an Asset Coverage Test Breach Notice (but prior to the service of a Notice to Pay), for an amount not less than the Current Principal Balance of the Selected Mortgage Loans plus the arrears of interest and accrued interest thereon; and
- (b) following a breach of the Pre-Maturity Test or service of a Notice to Pay on the Covered Bond Guarantor, for an amount not less than the Adjusted Required Redemption Amount for the relevant Series of Covered Bonds.

Following a breach of the Pre-Maturity Test or service of a Notice to Pay on the Covered Bond Guarantor if the Selected Mortgage Loans have not been sold (in whole or in part) in an amount equal to the Adjusted Required Redemption Amount by the date which is six months prior to, either:

- (a) the Final Maturity Date in respect of the Earliest Maturing Covered Bonds (after taking into account all payments, provisions and credits to be made in priority thereto) (where the Covered Bonds are not subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee);
- (b) the Extended Due for Payment Date in respect of the Earliest Maturing Covered Bonds (after taking into account all payments, provisions and credits to be made in priority thereto) (where the Covered Bonds are subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee); or
- (c) in respect of a sale in connection with a breach of the Pre-Maturity Test, the Final Maturity Date of the relevant Series of Hard Bullet Covered Bonds,

then the Covered Bond Guarantor, or the Trust Manager on its behalf, will offer the Selected Mortgage Loans for sale for the best price reasonably available notwithstanding that such amount may be less than the Adjusted Required Redemption Amount.

Following the service of a Notice to Pay on the Covered Bond Guarantor but prior to the occurrence of a Covered Bond Guarantor Event of Default, in addition to offering Selected Mortgage Loans for sale to Purchasers in respect of the Earliest Maturing Covered Bonds, the Covered Bond Guarantor, or the Trust Manager on its behalf (subject to the right of pre-emption in favour of the Seller in the Mortgage Sale Agreement) is permitted to offer for sale a portfolio of Selected Mortgage Loans, in accordance with the provisions summarised above and below, in respect of other Series of Covered Bonds.

The Covered Bond Guarantor, or the Trust Manager on its behalf, will also be permitted to offer for sale to Purchasers part of any portfolio of Selected Mortgage Loans (a **Partial Portfolio**). Except in circumstances where the portfolio of Selected Mortgage Loans is being sold within six months of, as applicable, the Final Maturity Date or, if the Covered Bonds are subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee, the Extended Due for Payment Date in respect of the Series of Covered Bonds to be repaid from such proceeds, the sale price of the Partial Portfolio shall (as a proportion of the Adjusted Required Redemption Amount) be at least equal to the proportion that the aggregate Current Principal Balance of the Mortgage Loans in the Partial Portfolio bears to the aggregate Current Principal Balance of the Mortgage Loans in the relevant portfolio of Selected Mortgage Loans.

The Covered Bond Guarantor, or the Trust Manager on its behalf, will through a tender process appoint a portfolio manager of recognised standing on a basis intended to incentivise the portfolio manager to achieve the best price for the sale of the Selected Mortgage Loans (if such terms are commercially available in the market) to advise it in relation to the sale of the Selected Mortgage Loans to Purchasers (except where the Seller is buying the Selected Mortgage Loans in accordance with its right of pre-emption in the Mortgage Sale Agreement). The terms of the agreement giving effect to the appointment in accordance with such tender shall be approved by the Security Trustee. The Security Trustee shall approve the appointment of the portfolio manager if (i) the portfolio manager is an investment bank or accountant of recognised standing; and (ii) two Authorised Signatories of the Covered Bond Guarantor have certified to the Security Trustee that such appointment is on a basis intended to incentivise the portfolio manager to achieve the best price for the sale of the Selected Mortgage Loans (on terms which are commercially available in the market), which certificate shall be conclusive and binding on all parties.

In respect of any sale of Selected Mortgage Loans following service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (if not revoked) or a Notice to Pay, the Covered Bond Guarantor, or the Trust Manager on its behalf, will instruct the portfolio manager to use all reasonable endeavours to procure that Selected Mortgage Loans are sold as quickly as reasonably practicable (in accordance with the recommendations of the portfolio manager), taking into account the market conditions at that time and the scheduled repayment dates of the Covered Bonds and the terms of the Establishment Deed.

The terms of any sale and purchase agreement with respect to the sale of Selected Mortgage Loans (which shall give effect to the recommendations of the portfolio manager) will be subject to the prior written approval of the Security Trustee (unless the Selected Mortgage Loans are being sold to the Seller following the exercise of its rights of pre-emption). The Security Trustee will only be required to release the Selected Mortgage Loans from the Security in accordance with the conditions relating to the release of the Security (as described under "*Security Deed – Release of Security*" below).

Following the service of a Notice to Pay on the Covered Bond Guarantor, if Purchasers accept the offer or offers from the Covered Bond Guarantor so that some or all of the Selected Mortgage Loans shall be sold prior to the next following Final Maturity Date or, if the Covered Bonds are subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee, the next following Extended Due for Payment Date in respect of the Earliest Maturing Covered Bonds, then the Covered Bond Guarantor, or the Trust Manager on its behalf, will, subject to the prior written approval of the Security Trustee, enter into a sale and purchase agreement with the relevant Purchasers, which will require, amongst other things, a cash payment from the relevant Purchasers. Any such sale will not include any representations or warranties from the Covered Bond Guarantor or the Seller in respect of the Selected Mortgage Loans unless expressly agreed by the Security Trustee or otherwise agreed with the Seller.

Limit on Investing in Substitution Assets and Authorised Investments

Provided no Asset Coverage Test Breach Notice is outstanding, there has been no breach of the Pre-Maturity Test and prior to the service of a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor acting on the directions of the Trust Manager, will be permitted to invest Available Revenue Receipts, Available Principal Receipts and the proceeds of Term Advances and Demand Loan Advances standing to the credit of the GIC Account in Substitution Assets, provided that the aggregate amount so invested in Substitution Assets does not exceed 10 per cent of the total assets of the Trust at any one time and provided that such investments are made in accordance with the terms of the Management Agreement and the Establishment Deed. Depositing any amounts in any Trust Account will not constitute an investment in Substitution Assets for these purposes.

Following the service of a Notice to Pay on the Covered Bond Guarantor or a breach of the Pre-Maturity Test, all Substitution Assets (other than Substitution Assets that are also Authorised Investments) shall be sold by the Covered Bond Guarantor, acting on the directions of the Trust Manager, as quickly as reasonably practicable, and the proceeds credited to the GIC Account after which the Covered Bond Guarantor shall be permitted to invest all available moneys in Authorised Investments, provided that such sales or investments are made in accordance with the terms of the Management Agreement and the Establishment Deed.

Covenants of the Covered Bond Guarantor

The Covered Bond Guarantor covenants with the Trust Manager with the intent that the benefit of these covenants extends not only to the Trust Manager, but also to the Beneficiary and the Secured Creditors jointly and each of them severally, that it will in respect of the Trust:

- (a) act continuously as trustee until the Trust is terminated in accordance with the Establishment Deed or until it has retired or been removed in accordance with the Establishment Deed;
- (b) exercise all due diligence, prudence and vigilance in carrying out its functions and duties, in exercising its discretions, and in protecting the rights and interests of the Beneficiary and the Secured Creditors in relation to the Trust;
- (c) do everything and take all such actions which are necessary (including, without limitation, obtaining all such authorisations and approvals as are appropriate) to ensure that it is able to maintain its status as trustee of the Trust;
- (d) subject to the Establishment Deed and the other Programme Documents, retain the assets of the Trust in safe custody and hold the assets of the Trust on trust for the Beneficiary upon the terms of the Establishment Deed and the other Programme Documents;
- (e) not sell, grant a Security Interest over or part with the possession of any of the assets of the Trust (or permit any of its officers to do so) except as permitted by the Establishment Deed, the Security Deed and the other Programme Documents;
- (f) forward promptly to the Trust Manager all notices, reports, circulars and other documents received by it as holder of the assets of the Trust;
- (g) act honestly and in good faith in the performance of its duties and in the exercise of its discretions under the Establishment Deed and the other Programme Documents;
- (h) use its best endeavours to carry on and conduct its business in so far as it relates to the Establishment Deed and the Trust in a proper and efficient manner;
- (i) remain Tax Resident in New Zealand while acting in its capacity as Covered Bond Guarantor; and
- (j) except to the extent it is required to do so, not perform any of its duties or exercise any rights in relation to the Trust, or otherwise manage the Trust, outside New Zealand.

Indemnification of Covered Bond Guarantor

Subject to the applicable Priority of Payments, the Covered Bond Guarantor will be indemnified out of the assets of the Trust against any liability properly incurred by the Covered Bond Guarantor in performing or

exercising any of its powers or duties in relation to the Trust except to the extent that any such liability is caused by the Covered Bond Guarantor's breach of trust, fraud, gross negligence or wilful default.

Subject to the applicable Priority of Payments, the Covered Bond Guarantor will be indemnified and is entitled to be reimbursed out of the assets of the Trust in respect of all costs, charges and expenses which it may incur in respect of and can attribute to the Trust in accordance with the Establishment Deed and the other Programme Agreements.

Other Provisions

The allocation and distribution of Available Revenue Receipts, Available Principal Receipts and all other amounts received by the Covered Bond Guarantor is described under "*Cashflows*" below.

The Establishment Deed is governed by New Zealand law.

Management Agreement

The Trust Manager will provide certain Cash Management Services and the Calculation Manager will provide certain Calculation Management Services to the Covered Bond Guarantor and the Security Trustee pursuant to the terms of the Management Agreement entered into on or about the Programme Date between the Covered Bond Guarantor, the Trust Manager, ASBBL as Seller, Servicer, Account Bank and Calculation Manager and the Security Trustee.

The Cash Management Services will include but will not be limited to:

- (a) maintaining the Ledgers on behalf of the Covered Bond Guarantor;
- (b) determining the amount of Mortgage Loan Revenue Receipts and the Mortgage Loan Principal Receipts received during each Collection Period and the amount of Available Revenue Receipts and Available Principal Receipts to be distributed on each Trust Payment Date in accordance with the Priorities of Payments described under "*Cashflows*" below;
- (c) determining the amounts payable by the Covered Bond Guarantor on each Trust Payment Date under the applicable Priority of Payments described under "*Cashflows*" below;
- (d) directing the Covered Bond Guarantor in relation to the application of Available Revenue Receipts and the Available Principal Receipts in accordance with the Priorities of Payment described under "*Cashflows*" below;
- (e) maintaining records of all Authorised Investments and Substitution Assets, as applicable.

The Calculation Management Services will include but will not be limited to:

- (a) determining whether the Mortgage Loan Portfolio is in compliance with the Asset Coverage Test on each Determination Date prior to an Issuer Event of Default and service of a Notice to Pay on the Covered Bond Guarantor in accordance with the Establishment Deed, as more fully described under "*Credit Structure – Asset Coverage Test*" below;
- (b) determining whether the Mortgage Loan Portfolio is in compliance with the Amortisation Test on each Determination Date following an Issuer Event of Default and service of a Notice to Pay on the Covered Bond Guarantor but prior to the service of a Covered Bond Guarantee Acceleration Notice in accordance with the Establishment Deed, as more fully described under "*Credit Structure – Amortisation Test*", below;
- (c) on each Local Business Day during the Pre-Maturity Test Period, determining whether the Pre-Maturity Test for each Series of Hard Bullet Covered Bonds is satisfied, as more fully described under "*Credit Structure – Pre Maturity Liquidity*" below.

The Covered Bond Guarantor and the Security Trustee will be indemnified by the Calculation Manager on an after-Tax basis for any loss, cost, expense or liability suffered or incurred by the Covered Bond Guarantor or the Security Trustee in respect of the fraud, negligence, wilful default or material breach of duty of the Calculation Manager.

In accordance with the provisions of the Establishment Deed, the Trust Manager is not personally liable to indemnify the Covered Bond Guarantor or to make any other payments to any other person in relation to the Trust except in relation to any fraud, negligence, wilful default or breach of duty by it in its capacity as trust manager of the Trust.

In certain circumstances the Covered Bond Guarantor, or the Trust Manager on its behalf, may terminate the appointment of the Calculation Manager, in which event the Covered Bond Guarantor has agreed to use its reasonable endeavours to appoint a Substitute Calculation Manager (subject to the Security Trustee's prior written approval and delivery by the Trust Manager to the Covered Bond Guarantor and the Security Trustee of a Rating Affirmation Notice). Any Substitute Calculation Manager will have substantially the same rights and obligations as the Calculation Manager (although the fee payable to the Substitute Calculation Manager may be higher).

In certain circumstances the Covered Bond Guarantor may immediately terminate the appointment of the Trust Manager to perform the Cash Management Services and appoint a Substitute Trust Manager whose appointment will not take effect until such Substitute Trust Manager enters into a deed under which it assumes the obligations of the Trust Manager (although the fee payable to the substitute trust manager may be higher). Until the appointment of the Substitute Trust Manager takes effect, the Covered Bond Guarantor must act as trust manager (and is entitled to the relevant fees for the period it so acts).

Each of the Trust Manager and the Calculation Manager is entitled to fees for the performance of its services under the Management Agreement, which shall be agreed in writing between the Trust Manager or the Calculation Manager, as the case may be, and each of the Covered Bond Guarantor and the Security Trustee. The Covered Bond Guarantor will on each Trust Payment Date, subject to the applicable Priority of Payments as further consideration for the Cash Management Services supplied to it by the Trust Manager and the Calculation Management Services supplied to it by the Calculation Manager reimburse the Trust Manager or the Calculation Manager (as applicable) for all out-of-pocket costs, expenses and charges properly incurred by each of them in the performance of the Cash Management Services or the Calculation Management Services, as the case may be, including any such costs, expenses or charges not reimbursed to the Trust Manager or the Calculation Manager, as the case may be, on any previous Trust Payment Date.

Neither the Security Trustee nor the Bond Trustee will be obliged to act as Calculation Manager or to monitor or supervise the performance of the Calculation Manager in any circumstances.

The Management Agreement is governed by New Zealand law.

Delegation Agreement

Pursuant to the terms of the Delegation Agreement entered into between the Trust Manager and Securitisation Management Services Limited (**SMSL**), the Trust Manager has delegated certain of its functions in relation to the Trust and the Cash Management Services to SMSL. The Delegation Agreement may be terminated at any time by either party by giving three months written notice to the other party (or such shorter period as the parties may agree). Following the occurrence of an Issuer Event of Default, the Covered Bond Guarantor is permitted to terminate the Delegation Agreement upon written notice to SMSL and the Trust Manager.

The Delegation Agreement is governed by New Zealand law.

Swap Agreements

In order to hedge certain interest rate, currency or other risks in respect of amounts received by the Covered Bond Guarantor under the Mortgage Loans, Substitution Assets, Authorised Investments or certain other amounts deposited into the GIC Account and amounts payable by the Covered Bond Guarantor under the Intercompany Loan Agreement to the Intercompany Loan Provider and/or amounts payable by the Covered Bond Guarantor under the Covered Bond Guarantee to Covered Bondholders in respect of the Covered Bonds on issue, the Covered Bond Guarantor will enter into certain swap transactions with swap providers as described below.

Each such swap transaction (including, without limitation, the Total Return Swap and each Covered Bond Swap) (the **Swaps**) will be between a swap provider (the **Swap Provider**) and the Covered Bond Guarantor (and the Trust Manager and the Security Trustee) and will be governed by, and subject to, an agreement in the form of the Master Agreement as published by the International Swaps & Derivatives Association, Inc. (**ISDA**) together with its Schedule and Credit Support Annex (to be in the form of the 1995 Credit Support Annex

(Transfer – English Law) published by ISDA) and the Confirmation evidencing the relevant swap transaction (together, the **Swap Agreement**).

Total Return Swap Agreement

Some of the Mortgage Loans in the Mortgage Loan Portfolio from time to time pay a variable amount of interest. Other Mortgage Loans pay a fixed rate of interest for a period of time. The Substitution Assets or Authorised Investments (as the case may be) and the amounts deposited into the GIC Account may pay a variable or fixed amount of interest. However, the NZ Dollar payments to be made by the Covered Bond Guarantor under the Covered Bond Swaps, the Intercompany Loan and the Demand Loan will be based on the Bank Bill Rate for varying periods. To provide a hedge against the variance between:

- (a) the rates of interest payable on the Mortgage Loans in the Mortgage Loan Portfolio and the Substitution Assets or Authorised Investments and the amounts deposited into the GIC Account; and
- (b) the Bank Bill Rate for the applicable interest or calculation period,

the Covered Bond Guarantor, the Trust Manager, the Security Trustee and the Total Return Swap Provider will enter into an Total Return Swap under the Total Return Swap Agreement.

The Total Return Swap Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

Covered Bond Swap Agreements

Where Covered Bonds are issued in a currency and/or on an interest rate basis different to the Total Return Swap, the Covered Bond Guarantor will enter into one or more Covered Bond Swaps with one or more Covered Bond Swap Providers. Each Covered Bond Swap may be either a **Forward Starting Covered Bond Swap** or a **Non-Forward Starting Covered Bond Swap** and each will constitute the sole Transaction (as described in the relevant Covered Bond Swap) under a single Covered Bond Swap Agreement (such Covered Bond Swap Agreements, together, the **Covered Bond Swap Agreements**). Where the Covered Bond Guarantor enters into a Forward Starting Covered Bond Swap, the related Term Advance made under the Intercompany Loan Agreement will be made in NZ Dollars, regardless of the currency of the relevant Series or Tranche, as applicable, of Covered Bonds.

Each Forward Starting Covered Bond Swap will provide a hedge (after service of a Notice to Pay on the Covered Bond Guarantor) against certain interest rate, currency and/or other risks in respect of amounts received by the Covered Bond Guarantor under the Mortgage Loans, Substitution Assets, Authorised Investments or certain other amounts deposited into the GIC Account and the Total Return Swap and amounts payable by the Covered Bond Guarantor under the Covered Bond Guarantee in respect of the Covered Bonds (after service of a Notice to Pay).

Each Non-Forward Starting Covered Bond Swap will provide a hedge against certain interest rate, currency and/or other risks in respect of amounts received by the Covered Bond Guarantor under the Mortgage Loans, Substitution Assets, Authorised Investments or certain other amounts deposited into the GIC Account and the Total Return Swap and amounts payable by the Covered Bond Guarantor under the Intercompany Loan Agreement (prior to the service of a Notice to Pay on the Covered Bond Guarantor) and under the Covered Bond Guarantee in respect of the Covered Bonds (after the service of a Notice to Pay on the Covered Bond Guarantor).

Where required to hedge such risks, there will be one (or more) Covered Bond Swap Agreement(s) and Covered Bond Swap(s) in relation to each Series or Tranche, as applicable, of Covered Bonds.

Under the Forward Starting Covered Bond Swaps, the Covered Bond Swap Provider will pay to the Covered Bond Guarantor on each Interest Payment Date (or on the second Business Day following service of a Notice to Pay in the case of the first such Interest Payment Date) after service of a Notice to Pay on the Covered Bond Guarantor, an amount equal to the amounts that are then payable by the Covered Bond Guarantor under the Covered Bond Guarantee in respect of interest payable under the relevant Series or Tranche of Covered Bonds. In return, the Covered Bond Guarantor will pay to the Covered Bond Swap Provider on each Trust Payment Date after service of a Notice to Pay on the Covered Bond Guarantor an amount in NZ Dollars calculated by reference to the 30 day Bank Bill Rate (or the rate for such other period as may be specified in the relevant Confirmation) plus a spread. Unless the Covered Bond Swap terminates earlier, on the first to occur of (i) the

date on which the Early Redemption Amount is payable; and (ii) the Final Maturity Date, in each case in relation to the relevant Series or Tranche of Covered Bonds, the Covered Bond Swap Provider will pay to the Covered Bond Guarantor an amount equal to the Early Redemption Amount or the Final Redemption Amount (as the case may be) of the relevant Series or Tranche of Covered Bonds in exchange for payment by the Covered Bond Guarantor of the NZ Dollar Equivalent of that amount.

Under the Non-Forward Starting Covered Bond Swaps:

- (a) if the related Term Advance is made in NZ Dollars, the Covered Bond Guarantor will pay to the Covered Bond Swap Provider on each Trust Payment Date an amount in NZ Dollars calculated by reference to the 30 day Bank Bill Rate plus a spread. In return the Covered Bond Swap Provider will pay to the Covered Bond Guarantor on each Interest Payment Date either, an amount in NZ Dollars equal to the relevant amount of interest then payable under the related Term Advance in accordance with the Intercompany Loan Agreement or (after service of a Notice to Pay on the Covered Bond Guarantor) an amount equal to the amounts that are payable by the Covered Bond Guarantor under the Covered Bond Guarantee in respect of interest payable under the relevant Series or Tranche of Covered Bonds; and
- (b) if the related Term Advance is made in a currency other than NZ Dollars, on the relevant Issue Date, the Covered Bond Guarantor will pay to the Covered Bond Swap Provider an amount equal to the amount received by the Covered Bond Guarantor under the related Term Advance (being the aggregate nominal amount of such Series or Tranche, as applicable, of Covered Bonds) and in return the Covered Bond Swap Provider will pay to the Covered Bond Guarantor the NZ Dollar Equivalent of the first mentioned amount. Thereafter, the Covered Bond Guarantor will pay to the Covered Bond Swap Provider on each Trust Payment Date an amount in NZ Dollars calculated by reference to the 30 day Bank Bill Rate plus a spread. In return, the Covered Bond Swap Provider will pay to the Covered Bond Guarantor on each Interest Payment Date either, an amount in the relevant currency equal to the relevant amount of interest then payable under the related Term Advance in accordance with the Intercompany Loan Agreement or (after service of a Notice to Pay on the Covered Bond Guarantor) an amount equal to the amounts that are payable by the Covered Bond Guarantor under the Covered Bond Guarantee in respect of interest payable under the relevant Series or Tranche of Covered Bonds. Unless the Covered Bond Swap terminates earlier, on the first to occur of (i) the date on which the Early Redemption Amount is payable; and (ii) the Final Maturity Date, in each case in relation to the relevant Series or Tranche of Covered Bonds, the Covered Bond Swap Provider will pay to the Covered Bond Guarantor an amount in the relevant currency equal to the principal then outstanding on the related Term Advance in exchange for payment by the Covered Bond Guarantor of the NZ Dollar Equivalent of that amount.

Each Covered Bond Swap will terminate on the date on which all of the relevant Series or Tranches of Covered Bonds have been repaid or redeemed in full.

Rating Downgrade Event

Under the terms of each Swap Agreement, in the event that the rating(s) of the Swap Provider is downgraded by a Rating Agency below the credit rating(s) specified in the relevant Swap Agreement (in accordance with the Rating Agencies' criteria) for that Swap Provider, that Swap Provider agrees, in accordance with the relevant Swap Agreement, to take certain remedial measures which may include:

- (a) providing collateral for its obligations under the Swap Agreement;
- (b) arranging for its obligations under the relevant Swap Agreement to be transferred to a replacement entity provided that either (i) such entity is an entity with the credit ratings specified by the relevant Rating Agency or (ii) the relevant Rating Agency has confirmed that such transfer will not adversely affect the credit ratings of the then outstanding Covered Bonds;
- (c) procuring another entity to become co-obligor or guarantor in respect of its obligations under the Swap Agreement provided that either (i) such entity is an entity with the credit ratings specified by the relevant Rating Agency or (ii) the relevant Rating Agency has confirmed that such co-obligor or guarantor will not adversely affect the ratings of the then outstanding Covered Bonds; or

- (d) taking such other action or putting in place such alternative hedging as it may be confirmed by the relevant Rating Agency.

A failure to take such steps within the time periods specified in the Swap Agreement will allow the Covered Bond Guarantor to terminate the Swap Agreement.

Other Termination Events

A Swap Agreement may also be terminated early in certain other circumstances, including:

- (a) at the option of any party to the Swap Agreement, if there is a failure by the other party to pay any amounts due under such Swap Agreement within the specified grace period;
- (b) upon the occurrence of an insolvency event in relation to the Swap Provider or the merger of one of the parties to such Swap Agreement without an assumption of the obligations under such Swap Agreement;
- (c) there is a change of law, a change in application of the relevant law or consolidation, amalgamation, merger, transfer of assets, reorganisation, reincorporation or reconstitution of or by a party which results in the Covered Bond Guarantor or the Swap Provider (or both) being obliged to make a withholding or deduction on account of a tax on a payment to be made by such party to the other party under such Swap Agreement and the Swap Provider thereby being required under the terms of such Swap Agreement to gross up payments made to the Covered Bond Guarantor, or to receive net payments from the Covered Bond Guarantor (who is not required under the terms of such Swap Agreement to gross up payments made to the Swap Provider);
- (d) there is a change in law which results in the illegality of the obligations to be performed by either party under the Swap Agreement or a force majeure event which renders performance impossible or impracticable;
- (e) in relation to a Covered Bond Swap only, if the corresponding Series of Covered Bonds are redeemed or cancelled;
- (f) the making of an amendment (without the consent of the Swap Provider) to the Priorities of Payments which has a material adverse effect on the amounts paid to the Swap Provider under the Priorities of Payments; and
- (g) the making of an amendment (without the consent of the Swap Provider), such that the Swap Provider would, immediately after such amendment, be required to pay more or receive less under the Swap Agreement than would otherwise have been the case immediately prior to such amendment or such that the Swap Provider would suffer an adverse consequence as a result of such amendment.

Upon the termination of a Swap Agreement, the Covered Bond Guarantor or the Swap Provider may be liable to make a termination payment to the other party in accordance with the provisions of the relevant Swap Agreement.

Swap Agreement Credit Support Document

The Covered Bond Guarantor and each Swap Provider will also enter into a credit support document in the form of the ISDA 1995 Credit Support Annex (Transfer – English Law) to the ISDA Master Agreement (the **Swap Agreement Credit Support Document**) in respect of each Swap Agreement. The Swap Agreement Credit Support Document will provide that, from time to time, if required to do so following its downgrade and subject to the conditions specified in the Swap Agreement Credit Support Document, the relevant Swap Provider will make transfers of collateral to the Covered Bond Guarantor in support of its obligations under the Swap Agreement (the **Swap Collateral**) and the Covered Bond Guarantor will be obliged to return equivalent collateral in accordance with the terms of the Swap Agreement Credit Support Document. The Swap Agreement Credit Support Document will form a part of the relevant Swap Agreement which (along with any non-contractual obligation arising out of or in connection with the relevant Swap Agreement) will be governed by English Law.

Swap Collateral required to be posted by the relevant Swap Provider pursuant to the terms of the Swap Agreement Credit Support Document may be delivered in the form of cash or certain securities specified in the

relevant Swap Agreement Credit Support Document. Cash amounts will be paid into an account designated as a **Swap Collateral Cash Account** opened and held with the Account Bank. References to the Swap Collateral Cash Account and to payments from such account are deemed to be a reference to payments from such account as and when opened by the Covered Bond Guarantor.

If the Swap Collateral Cash Account is opened, cash (and all income in respect thereof) transferred as collateral will only be available to be applied in returning collateral (and income thereon) or in satisfaction of amounts owing by the Swap Provider in accordance with the terms of the Swap Agreement Credit Support Document.

Any Swap Collateral Excluded Amounts will be paid to the relevant Swap Provider directly and not via the Priorities of Payments.

Limited Recourse

All obligations of the Covered Bond Guarantor to the relevant Swap Provider under the Swap Agreements are limited in recourse to the Charged Property.

Governing Law

The Swap Agreements and any non-contractual obligations arising out of or in connection with it will be governed by English Law.

Account Bank Agreement

Pursuant to the terms of the Account Bank Agreement entered into on or about the Programme Date between the Covered Bond Guarantor, ASBBL as Account Bank, Calculation Manager and All Moneys Mortgage Beneficiary, the Trust Manager and the Security Trustee, the Covered Bond Guarantor will maintain with the Account Bank the GIC Account, the All Moneys Mortgage Trust Account described below, the NZ Dollar Transaction Account, the Swap Collateral Cash Account, any other Transaction Account or any other applicable currency transaction account which will be operated in accordance with the Management Agreement, the Establishment Deed, the Security Deed and the relevant Swap Agreements.

Pursuant to the terms of the Account Bank Agreement, the Covered Bond Guarantor will maintain in its name, but in its capacity as All Moneys Mortgages Trustee, with the Account Bank a further bank account (the **All Moneys Mortgage Trust Account**). The All Moneys Mortgage Trustee (or the Trust Manager on its behalf) will deposit, on its receipt, the proceeds of enforcement of any All Moneys Mortgage which constitutes All Moneys Mortgage Trust Property in the All Moneys Mortgage Trust Account in accordance with the Mortgage Sale Agreement.

The Covered Bond Guarantor or the Security Trustee may, upon written notice to the Account Bank, terminate the appointment of the Account Bank if the following matters occur:

- (a) if a deduction or withholding for or on account of any Tax is imposed, or it appears likely that such a deduction or withholding will be imposed, in respect of the interest payable on any Trust Account, as applicable; or
- (b) if the Account Bank fails to make payment on the due date of any payment due and payable by it under the Account Bank Agreement and such default is not waived by the Covered Bond Guarantor (with the prior written consent of the Security Trustee) or the Security Trustee, as applicable, and such default continues unremedied for a period of five Local Business Days; or
- (c) if the Account Bank fails to perform any of its other material obligations under the Account Bank Agreement, the Security Deed or any other Programme Document to which it is a party which the Security Trustee determines, acting on the directions of the Bond Trustee if there are Covered Bonds outstanding, is materially prejudicial to the Covered Bondholders or, acting on the directions of the Majority Secured Creditors if there are no Covered Bonds outstanding, is materially prejudicial to the Secured Creditors, and such failure remains unremedied for a period of ten Local Business Days after the Trust Manager or the Security Trustee has given notice of such failure to the Account Bank.

The Covered Bond Guarantor or the Security Trustee shall, upon written notice to the Account Bank, terminate the appointment of the Account Bank if the following matters occur:

- (a) if the Account Bank ceases to be a Qualified Institution and the Account Bank does not, within 30 Local Business Days of the occurrence of such event, obtain a guarantee of its obligations under the Account Bank Agreement from a Qualified Institution; or
- (b) if an Insolvency Event occurs in respect of the Account Bank.

The Account Bank Agreement is governed by New Zealand law.

Security Deed

Pursuant to the terms of the Security Deed entered into on or about the Programme Date by the Covered Bond Guarantor, the Trust Manager, the Bond Trustee, the Security Trustee and the other Secured Creditors, as security for payment of the Secured Obligations, the Covered Bond Guarantor:

- (a) grants a security interest in all of its present and after acquired right, title and interest in the assets of the Trust which comprise present and after-acquired personal property to which the PPSA applies (**Charged Personal Property**) in favour of the Security Trustee; and
- (b) charges all of its present and future right, title and interest in, and all of its present and future rights in relation to, any assets of the Trust which are land and any other property other than any Charged Personal Property (**Charged Other Property**), in favour of the Security Trustee.

The Security is a fixed charge in respect of all Charged Other Property except where, but only to the extent that, the Security is not legally and fully effective as a fixed charge, in which event the Security shall be a floating charge. Any floating charge shall become a fixed charge automatically and immediately in respect of all Charged Other Property subject to the floating charge:

- (a) without the need for any notice to or act by the Security Trustee, following the service of a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor; and
- (b) in respect of any such Charged Other Property specified in any notice which may be given by the Security Trustee to the Covered Bond Guarantor and the Trust Manager at any time if, in the opinion of the Security Trustee, that Charged Other Property is at risk of being seized, taken or becoming subject to any Security Interest other than any Security Interest expressly permitted under the Programme Documents.

Release of Security

In the event of any sale of Mortgage Loans (including Selected Mortgage Loans) and the Related Security by or on behalf of the Covered Bond Guarantor pursuant to and in accordance with the Programme Documents, the Security Trustee will, on the date of such sale (subject to the written request of the Covered Bond Guarantor or the Trust Manager on its behalf), take all reasonable steps necessary to release those Mortgage Loans and the Related Security from the Security created by and pursuant to the Security Deed, only if:

- (a) the Trust Manager has provided to the Security Trustee written confirmation that the sale of the Mortgage Loans and Related Security has been made in accordance with the terms of the Programme Documents; and
- (b) in the case of the sale of Selected Mortgage Loans, the Trust Manager provides to the Security Trustee a certificate confirming that the Selected Mortgage Loans being sold have been selected on a basis that is representative of the Mortgage Loans in the Mortgage Loan Portfolio as a whole.

In the event of the repurchase of a Mortgage Loan and its Related Security by the Seller pursuant to and in accordance with the Programme Documents, the Security Trustee will, on the date of the repurchase, release that Mortgage Loan and the Related Security from the Security created by and pursuant to the Security Deed.

Enforcement

If a Covered Bond Guarantee Acceleration Notice is served on the Covered Bond Guarantor, the Security Trustee shall be entitled to appoint a Receiver, and/or enforce the Security constituted by the Security Deed (including selling the Mortgage Loan Portfolio), and/or take such steps as it shall deem necessary, subject in each case to being indemnified and/or prefunded and/or secured to its satisfaction. All proceeds received by the

Security Trustee from the enforcement or realisation of the Security will be applied in accordance with the Post-Enforcement Priority of Payments described under "*Cashflows*" below.

The Security Deed is governed by New Zealand law.

CREDIT STRUCTURE

The Covered Bonds will be direct, unsecured and unconditional obligations of the Relevant Issuer (and the Guarantor if ASBFL is the Issuer). The Covered Bond Guarantor has no obligation to pay the Guaranteed Amounts under the Covered Bond Guarantee until the occurrence of (i) an Issuer Event of Default and service by the Bond Trustee on the Relevant Issuer and, as applicable, the Guarantor of an Issuer Acceleration Notice and the service on the Covered Bond Guarantor of a Notice to Pay or, (ii) if earlier, following the occurrence of a Covered Bond Guarantor Event of Default, and the service by the Bond Trustee on the Covered Bond Guarantor, the Relevant Issuer and, as applicable, the Guarantor of a Covered Bond Guarantee Acceleration Notice. Neither the Issuers nor, as applicable, the Guarantor will be relying on any payments by the Covered Bond Guarantor in order to pay interest or repay principal under the Covered Bonds or pay any amounts under the Guarantee (in the case of Covered Bonds issued by ASBFL).

There are a number of features of the Programme which enhance the likelihood of timely and, as applicable, ultimate payments to Covered Bondholders, as follows:

- (a) the Covered Bond Guarantee provides credit support to the Relevant Issuer and the Guarantor (if ASBFL is the Issuer);
- (b) the Pre-Maturity Test is intended to provide liquidity to the Covered Bond Guarantor in relation to amounts of principal due on the Final Maturity Date of the Hard Bullet Covered Bonds;
- (c) the Asset Coverage Test is intended to test the asset coverage of the Covered Bond Guarantor's assets in respect of the Covered Bonds on a monthly basis;
- (d) the Amortisation Test is intended to test the asset coverage of the Covered Bond Guarantor's assets in respect of the Covered Bonds following the occurrence of an Issuer Event of Default, service on the Relevant Issuer and, as applicable, the Guarantor of an Issuer Acceleration Notice and service of a Notice to Pay on the Covered Bond Guarantor;
- (e) a Reserve Fund will be established in the GIC Account to trap Available Revenue Receipts or to credit the remaining proceeds of a Term Advance if ASBFL's short term credit rating from Fitch and Moody's falls below F1+ (Fitch) or P-1 (Moody's); and
- (f) under the terms of the Account Bank Agreement, the Account Bank has agreed to pay a rate of interest per annum equal to the 30 day Bank Bill Rate (which shall be the rate determined by the Account Bank on the first day of each Collection Period or, in the case of the first Collection Period, the first Transfer Date) on all amounts held by the Covered Bond Guarantor in the GIC Account.

Certain of these factors are considered more fully in the remainder of this section.

Covered Bond Guarantee

Pursuant to the terms of the Bond Trust Deed, the Covered Bond Guarantor has guaranteed payments of interest and principal under the Covered Bonds issued by the Issuers. The Covered Bond Guarantor has agreed to pay an amount equal to the Guaranteed Amounts when the same shall become Due for Payment but which would otherwise be unpaid by the Relevant Issuer and the Guarantor (in the case of Covered Bonds issued by ASBFL). The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee constitute (following service of a Notice to Pay or a Covered Bond Guarantee Acceleration Notice) direct, unconditional and unsubordinated obligations of the Covered Bond Guarantor, secured against the assets from time to time of the Covered Bond Guarantor as provided in the Security Deed and recourse against the Covered Bond Guarantor is limited to such assets. Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice upon the Issuer and, as applicable, the Guarantor (whereupon the Covered Bonds will become immediately due and payable as against the Relevant Issuer (and the Guarantor if ASBFL is the Issuer) but not at such time as against the Covered Bond Guarantor), the Bond Trustee will be required to serve a Notice to Pay on the Covered Bond Guarantor.

A Covered Bond Guarantee Acceleration Notice may be served by the Bond Trustee on the Relevant Issuer, the Guarantor (if ASBFL is the Issuer) and the Covered Bond Guarantor following the occurrence of a Covered Bond Guarantor Event of Default. If a Covered Bond Guarantee Acceleration Notice is served, the Covered Bonds will become immediately due and payable (if they have not already become due and payable) and the

obligations of the Covered Bond Guarantor under the Covered Bond Guarantee will be accelerated and the Security Trustee will be entitled to enforce the Security. Payments made by the Covered Bond Guarantor under the Covered Bond Guarantee will be made subject to, and in accordance with, the Guarantee Priority of Payments. All moneys received or recovered by the Security Trustee or any Receiver after the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable shall be held by it in the Trust Accounts on trust to be applied in accordance with the Post-Enforcement Priority of Payments, as applicable.

See further "*Summary of the Principal Documents – Bond Trust Deed*" as regards the terms of the Covered Bond Guarantee.

See further "*Cashflows – Guarantee Priority of Payments*" as regards the payment of amounts payable by the Covered Bond Guarantor to Covered Bondholders and other Secured Creditors following service of a Notice to Pay.

Pre-Maturity Test

Each Series of Hard Bullet Covered Bonds is subject to a Pre-Maturity Test on each Local Business Day during the Pre-Maturity Test Period prior to the occurrence of an Issuer Event of Default and/or a Covered Bond Guarantor Event of Default. The Pre-Maturity Test will be breached in relation to a Series of Hard Bullet Covered Bonds if ASBBL's short-term credit rating from Moody's falls to P-2 (or lower) or from Fitch falls to F1 (or lower) and the Final Maturity Date of the Series of Hard Bullet Covered Bonds falls within 12 months from the relevant Pre-Maturity Test Date. If the Pre-Maturity Test is breached within such specified period and certain actions are not taken, an Issuer Event of Default will occur.

Asset Coverage Test

The Asset Coverage Test is intended to test the asset coverage of the Covered Bond Guarantor's assets in respect of the Covered Bonds on a monthly basis. This is to ensure that the assets of the Covered Bond Guarantor do not fall below a certain threshold and are sufficient for the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee and senior expenses which rank in priority or *pari passu* with amounts due on the Covered Bonds.

The Establishment Deed provides that, prior to the service of a Notice to Pay on the Covered Bond Guarantor, the assets of the Covered Bond Guarantor are subject to the Asset Coverage Test. Accordingly, for so long as Covered Bonds remain outstanding, the Covered Bond Guarantor must ensure that on each Determination Date prior to the service of a Notice to Pay on the Covered Bond Guarantor, the Adjusted Aggregate Mortgage Loan Amount is in an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds. The Asset Coverage Test will be tested by the Calculation Manager on each Determination Date.

Pursuant to the terms of the Mortgage Sale Agreement, the Seller has agreed to use all reasonable endeavours to offer to sell Mortgage Loans and the Related Security to the Covered Bond Guarantor in order to ensure that the Mortgage Loan Portfolio is in compliance with the Asset Coverage Test (provided that the Seller shall not be obliged to sell to the Covered Bond Guarantor New Mortgage Loans and the Related Security if in the reasonable opinion of the Seller the sale of such New Mortgage Loans and the Related Security would materially adversely affect the business or financial condition of the Seller). The consideration payable to the Seller for the sale of such Mortgage Loans and Related Security to the Covered Bond Guarantor may be funded by (i) cash available to the Covered Bond Guarantor to pay for such Mortgage Loans and Related Security in accordance with the Pre-Acceleration Principal Priority of Payments; and/or (ii) a drawing under the Demand Loan Agreement.

Alternatively, the Covered Bond Guarantor may purchase Substitution Assets or request drawings under the Demand Loan Agreement (as directed by the Trust Manager) in order to ensure that the Covered Bond Guarantor is in compliance with the Asset Coverage Test.

If the Adjusted Aggregate Mortgage Loan Amount is less than the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds on a Determination Date and also on the next following Determination Date, the Asset Coverage Test will be breached and the Bond Trustee will serve an Asset Coverage Test Breach Notice on the Covered Bond Guarantor (subject to the Bond Trustee having actual knowledge or express notice of the breach). The Bond Trustee shall be deemed to revoke an Asset Coverage

Test Breach Notice if, on the next Determination Date to occur following the service of an Asset Coverage Test Breach Notice, the Asset Coverage Test is subsequently satisfied and neither a Notice to Pay nor a Covered Bond Guarantee Acceleration Notice has been served. If the Asset Coverage Test Breach Notice is not revoked on or before the next Determination Date after service of such Asset Coverage Test Breach Notice an Issuer Event of Default will occur.

See further "*Summary of the Principal Documents – Establishment Deed – Asset Coverage Test*", above.

Amortisation Test

The Amortisation Test is intended to ensure that, following service of a Notice to Pay, the assets of the Covered Bond Guarantor do not fall below a certain threshold to ensure that the assets of the Covered Bond Guarantor are sufficient to meet its obligations under the Covered Bond Guarantee and senior expenses which rank in priority to or *pari passu* with amounts due on the Covered Bonds.

Pursuant to the Establishment Deed, the Covered Bond Guarantor must ensure that on each Determination Date following service of a Notice to Pay on the Covered Bond Guarantor but prior to the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable, the Amortisation Test Aggregate Mortgage Loan Amount is in an amount at least equal to the NZ Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds on such Determination Date.

See further "*Summary of the Principal Documents – Establishment Deed – Amortisation Test*", above.

Reserve Fund

The Covered Bond Guarantor is required to establish a reserve fund within the GIC Account which will be credited with the proceeds of Available Revenue Receipts or the relevant proceeds of a Term Advance up to an amount equal to the Reserve Fund Required Amount in accordance with the applicable Priority of Payments.

If ASBBL's short term credit rating is not at least P-1 by Moody's and F1+ by Fitch the Covered Bond Guarantor is required to credit, on the next Trust Payment Date, to the Reserve Fund within the GIC Account the proceeds of Available Revenue Receipts or the relevant proceeds of a Term Advance up to an amount equal to the sum of (x) the higher of the NZ Dollar Equivalent of the interest that will accrue on each Series of Covered Bonds within the next three months (from the Determination Date immediately preceding the relevant Trust Payment Date) and the NZ Dollar Equivalent of the interest due for payment on each Series of Covered Bonds within the next three months (from the Determination Date immediately preceding the relevant Trust Payment Date) and (y) an amount equal to one-quarter of the anticipated aggregate annual amount payable in respect of the items specified in paragraphs (a) and (b) of the Pre-Acceleration Revenue Priority of Payments (see "*Cashflows - Pre-Acceleration Revenue Priority of Payments*" below).

CASHFLOWS

As described above under Credit Structure, until a Notice to Pay or Covered Bond Guarantee Acceleration Notice is served on the Covered Bond Guarantor, the Covered Bonds will be obligations of the Relevant Issuer (and the Guarantor if ASBFL is the Issuer) only. The Relevant Issuer (and the Guarantor if ASBFL is the Issuer) are liable to make payments when due on the Covered Bonds, whether or not ASBBL has received any corresponding payment from the Covered Bond Guarantor.

This section summarises the Priorities of Payments of the Covered Bond Guarantor as to the allocation and distribution of amounts standing to the credit of the GIC Account or the Transaction Accounts (if applicable) and their order of priority:

- (a) prior to the service of a Notice to Pay or a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable;
- (b) following service of a Notice to Pay (but prior to the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable); and
- (c) following the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable,

all in accordance with the Establishment Deed and Security Deed, as applicable.

Allocation and distribution of Available Revenue Receipts prior to the service of a Notice to Pay or a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable

Prior to the service of a Notice to Pay or a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable, Available Revenue Receipts shall be allocated and distributed as described below.

On the Determination Date immediately preceding each Trust Payment Date, the Covered Bond Guarantor, or the Trust Manager on its behalf, shall calculate:

- (a) the amount of Available Revenue Receipts available for distribution on the following Trust Payment Date;
- (b) the Reserve Fund Required Amount if applicable; and
- (c) if the Pre-Maturity Test has been breached in respect of a Series of Hard Bullet Covered Bonds, on each Determination Date falling within the Pre-Maturity Test Period and ending on the Final Maturity Date of the relevant Series of Hard Bullet Covered Bonds, whether or not the amount standing to the credit of the Pre-Maturity Ledger at such date is less than the NZ Dollar Equivalent of the Required Redemption Amount for each Series of Hard Bullet Covered Bonds in respect of which the Pre-Maturity Test has been breached at such date.

If the Covered Bond Guarantor has been so directed by the Trust Manager on each Trust Payment Date the Covered Bond Guarantor shall transfer funds from the GIC Account to the Transaction Accounts in an amount equal to the lower of (a) the amount required to make the payments or credits described below and (b) the amount of Available Revenue Receipts standing to the credit of the GIC Account.

Pre-Acceleration Revenue Priority of Payments

On each Trust Payment Date (except for amounts due to third parties by the Covered Bond Guarantor described below under paragraph (a), which in each case shall be paid when due and except for Swap Collateral Excluded Amounts due to the Swap Provider by the Covered Bond Guarantor under the relevant Swap Agreement, which shall be paid directly to the relevant Swap Provider), the Covered Bond Guarantor, acting on the direction of the Trust Manager, will apply Available Revenue Receipts from the Transaction Accounts or, if the Trust Manager has not directed the Covered Bond Guarantor to transfer funds to the Transaction Accounts in accordance with the Establishment Deed, from the GIC Account (to make the following payments and provisions in the following order of priority (**Pre-Acceleration Revenue Priority of Payments**) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *first*, in or towards satisfaction of any amounts due and payable by the Covered Bond Guarantor to itself as trustee of the Trust, the Bond Trustee and the Security Trustee, any remuneration due and payable to each Agent under the provisions of the Principal Agency Agreement and any amounts due and payable to other third parties and incurred without breach by the Covered Bond Guarantor of the Programme Documents to which it is a party (and for which payment has not been provided for elsewhere in the relevant Priority of Payments) and to provide for any such amounts expected to become due and payable by the Covered Bond Guarantor in the Trust Payment Period in which such Trust Payment Date occurs and to discharge any liability of the Covered Bond Guarantor for Taxes;
- (b) *second*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) any remuneration then due and payable to the Servicer and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicer under the provisions of the Servicing Agreement in the Trust Payment Period in which such Trust Payment Date occurs, together with applicable GST (or other similar Taxes) thereon;
 - (ii) any remuneration then due and payable to the Calculation Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Calculation Manager under the provisions of the Management Agreement in the Trust Payment Period in which such Trust Payment Date occurs, together with applicable GST (or other similar Taxes) thereon;
 - (iii) amounts (if any) due and payable to the Account Bank (including costs) pursuant to the terms of the Account Bank Agreement, together with any applicable GST (or other similar Taxes) thereon;
 - (iv) amounts due and payable to the Asset Monitor pursuant to the terms of the Asset Monitor Agreement (other than the amounts referred to in paragraph (i) below), together with any applicable GST (or other similar Taxes) thereon; and
 - (v) any remuneration then due and payable to the Trust Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Trust Manager pursuant to the Establishment Deed and the Management Agreement in the Trust Payment Period in which such Trust Payment Date occurs, together with any applicable GST (or other similar Taxes) thereon;
- (c) *third*, in or towards payment on the Trust Payment Date or to provide for payment on such date in the future of such proportion of the relevant payment falling due in the future as the Trust Manager may reasonably determine, of any amount due or to become due and payable to the Total Return Swap Provider in respect of the Total Return Swap (including any termination payment due and payable by the Covered Bond Guarantor under the Total Return Swap but excluding any Excluded Swap Termination Amount) (except to the extent that such amounts have been paid out of any premium received from any replacement Total Return Swap Provider) pursuant to the terms of the Total Return Swap Agreement;
- (d) *fourth*, in or towards payment on the Trust Payment Date or to provide for payment on such date in the future of such proportion of the relevant payments falling due in the future as the Trust Manager may reasonably determine, *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) any amounts due or to become due and payable to the Covered Bond Swap Provider (other than in respect of principal) *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the Covered Bond Guarantor under the relevant Covered Bond Swap Agreement, but excluding any Excluded Swap Termination Amount) (except to the extent that such amounts have been paid out of any premiums received from any relevant replacement Covered Bond Swap Provider) in accordance with the terms of the relevant Covered Bond Swap Agreement; and
 - (ii) any amounts due or to become due and payable (excluding principal amounts) to the Intercompany Loan Provider *pro rata* and *pari passu* in respect of each Term Advance pursuant to the terms of the Intercompany Loan Agreement, but in the case of any such

payment, after taking into account any amounts (other than principal) receivable from the Covered Bond Swap Provider under the relevant Covered Bond Swap Agreement on the Trust Payment Date or such date in the future as the Trust Manager may reasonably determine,

but, in the case of any such payment or provision, after taking into account if applicable, any amounts (other than principal) receivable from the Covered Bond Swap Provider under the relevant Covered Bond Swap Agreement on the Trust Payment Date or such date in the future as the Trust Manager may reasonably determine;

- (e) *fifth*, if the Covered Bond Guarantor (or the Trust Manager on its behalf) is required to credit the Pre-Maturity Ledger following a breach of the Pre-Maturity Test on the Trust Payment Date, in or towards a credit to the Pre-Maturity Ledger and deposit into the GIC Account by the Covered Bond Guarantor (acting on the directions of the Trust Manager) of an amount equal to (i) the NZ Dollar Equivalent of the Required Redemption Amount for each Series of Hard Bullet Covered Bonds in respect of which the Pre-Maturity Test has been breached calculated as at the immediately preceding Determination Date, less (ii) the sum of any amounts standing to the credit of the Pre-Maturity Ledger as at the immediately preceding Determination Date and the amount applied, or to be applied, on the Trust Payment Date in accordance with paragraph (a) under the Pre-Acceleration Principal Priority of Payments;
- (f) *sixth*, as a deposit into the GIC Account (with a corresponding credit to the Reserve Ledger) of an amount up to but not exceeding the amount by which the Reserve Fund Required Amount exceeds the existing balance on the Reserve Ledger as calculated on the immediately preceding Determination Date;
- (g) *seventh*, if a Servicer Default has occurred and is continuing, all remaining Available Revenue Receipts to be deposited into the GIC Account (with a corresponding credit to the Revenue Ledger) until such Servicer Default is either remedied by the Servicer or waived by the Security Trustee (acting on the directions of the Bond Trustee or, if no Covered Bonds are outstanding, the Majority Secured Creditors) or a replacement servicer is appointed to service the Mortgage Loan Portfolio (or the relevant part thereof);
- (h) *eighth*, in or towards payment, *pro rata* and *pari passu* in accordance with the respective amounts thereof of any Excluded Swap Termination Amounts due and payable by the Covered Bond Guarantor under the Swap Agreements, except to the extent such amounts have been paid out of any premiums received from any relevant replacement Swap Provider;
- (i) *ninth*, in or towards payment of any indemnity amount due to the Asset Monitor pursuant to the Asset Monitor Agreement;
- (j) *tenth*, any interest amount due, or to become due and payable in respect of the Demand Loan, to the Demand Loan Provider pursuant to the terms of the Demand Loan Agreement;
- (k) *eleventh*, in or towards payment of the Deferred Consideration then due and payable to the Seller for the transfer of the Mortgage Loans and the Related Security to the Covered Bond Guarantor; and
- (l) *twelfth*, the remainder:
 - (i) subject to subparagraph (ii) below:
 - (A) except for the Trust Payment Date that occurs on or immediately after the day on which the Net Annual Income of the Trust for a Financial Year has vested absolutely in the Beneficiary in accordance with the Establishment Deed, to be deposited into the GIC Account (with a corresponding credit to the Residual Income Beneficiary Ledger); and
 - (B) on the Trust Payment Date that occurs on or immediately after the day on which the Net Annual Income of the Trust for a Financial Year has vested absolutely in the Beneficiary in accordance with the Establishment Deed, to the Beneficiary by way of distribution of the Net Annual Income of the Trust which has vested absolutely in the Beneficiary (with a corresponding debit to the Residual Income Beneficiary Ledger); and

- (ii) to the extent the Covered Bond Guarantor, or the Trust Manager on its behalf, is not satisfied that the Beneficiary has paid or made provision for payment of income tax (if any) in respect of the income of the Trust and distributions made or to be made under this paragraph (I), to be deposited into the GIC Account (with a corresponding credit to the Residual Income Beneficiary Ledger) and either:
 - (A) paid to the Commissioner of Inland Revenue to meet any unpaid income tax liability in respect of the income of the Trust and distribution of income of the Trust; or
 - (B) upon being satisfied that the Beneficiary has paid or made provision for payment of income tax (if any) in respect of the income of the Trust and distributions made or to be made under this paragraph (I), paid to the Beneficiary by way of distribution of the income of the Trust (with a corresponding debit to the Residual Income Beneficiary Ledger).

Allocation and distribution of Available Revenue Receipts following service of an Asset Coverage Test Breach Notice

At any time after service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked), but prior to the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice or, if earlier, the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable, all Available Revenue Receipts will continue to be applied in accordance with the Pre-Acceleration Revenue Priority of Payments save that, whilst any Covered Bonds remain outstanding, no moneys will be applied under paragraph (d)(ii), (j), (k) or (l) of the Pre-Acceleration Revenue Priority of Payments, and the remainder (if any) will be deposited into the GIC Account (with a corresponding credit to the Revenue Ledger) and applied as Available Revenue Receipts on the next succeeding Trust Payment Date.

Allocation and Distribution of Available Principal Receipts prior to the service of a Notice to Pay, or a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable

Prior to the service of a Notice to Pay or a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable, Available Principal Receipts standing to the credit of the GIC Account or the Transaction Accounts (if applicable) shall be allocated and distributed as described below.

On each Determination Date, the Covered Bond Guarantor, or the Trust Manager on its behalf, shall calculate the amount of Available Principal Receipts available for distribution on the immediately following Trust Payment Date.

If the Covered Bond Guarantor has been so directed by the Trust Manager, on each Trust Payment Date, the Covered Bond Guarantor will transfer funds from the GIC Account to the Transaction Accounts in an amount equal to the lower of (a) the amount required to make the payments or credits described below and (b) the amount of all Available Principal Receipts standing to the credit of the GIC Account.

Pre-Acceleration Principal Priority of Payments

On each Trust Payment Date, the Covered Bond Guarantor, acting on the directions of the Trust Manager, will apply Available Principal Receipts from the Transaction Accounts or, if the Trust Manager has not directed the Covered Bond Guarantor to transfer funds to the Transaction Accounts in accordance with the Establishment Deed, the GIC Account (other than Swap Collateral Excluded Amounts due to the Swap Provider by the Covered Bond Guarantor under the relevant Swap Agreement which shall be paid directly to the relevant Swap Provider in accordance with the terms of the relevant Swap Agreement) in making the following payments or provisions or credits in the following order of priority (**Pre-Acceleration Principal Priority of Payments**) (in each case only if and to the extent that payments or provisions of a higher priority have been paid in full to the extent the same are payable on the relevant Trust Payment Date):

- (a) *first*, if the Covered Bond Guarantor (or the Trust Manager on its behalf) is required to credit the Pre-Maturity Ledger on the Trust Payment Date, in or towards a credit to the Pre-Maturity Ledger by the Covered Bond Guarantor (or the Trust Manager on its behalf) and deposit into the GIC Account by the Covered Bond Guarantor (acting on the directions of the Trust Manager) of an amount equal to (A) the NZ Dollar Equivalent of the Required Redemption Amount for each Series of Hard Bullet Covered Bonds in respect of which the Pre-Maturity Test has been breached calculated as at the

immediately preceding Determination Date, less (B) any amounts standing to the credit of the Pre-Maturity Ledger as at the immediately preceding Determination Date;

- (b) *second*, to acquire New Mortgage Loans and the Related Security offered to the Covered Bond Guarantor by the Seller in accordance with the terms of the Mortgage Sale Agreement and/or to acquire Substitution Assets up to a prescribed limit in an amount sufficient to ensure that taking into account the other resources available to the Covered Bond Guarantor, the Covered Bond Guarantor is in compliance with the Asset Coverage Test;
- (c) *third*, to deposit the remaining Available Principal Receipts into the GIC Account (with a corresponding credit to the Principal Ledger) in an amount sufficient to ensure that, taking into account the other resources available to the Covered Bond Guarantor, the Covered Bond Guarantor is in compliance with the Asset Coverage Test;
- (d) *fourth*, in or towards repayment on the Trust Payment Date (or to provide for repayment on such date in the future of such proportion of the relevant payment falling due in the future as the Trust Manager may reasonably determine) of each relevant Term Advance by making the following payments:
 - (i) the amounts (in respect of principal) due or to become due and payable to the Covered Bond Swap Provider *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement to the extent not paid out of the Pre-Acceleration Revenue Priority of Payments, but excluding any Excluded Swap Termination Amount) in accordance with the terms of the Covered Bond Swap Agreement; and
 - (ii) where appropriate, after taking into account any amounts in respect of principal receivable from a Covered Bond Swap Provider on the Trust Payment Date or such date in the future as the Trust Manager may reasonably determine, the amounts (in respect of principal) due and payable or to become due and payable to the Intercompany Loan Provider *pro rata* and *pari passu* in respect of each relevant Term Advance;
- (e) *fifth*, to pay the Purchase Price for New Mortgage Loans and the Related Security sold to the Covered Bond Guarantor in accordance with the Mortgage Sale Agreement following receipt by the Seller of a notice from the Covered Bond Guarantor; .
- (f) *sixth*, to repay such amount of the principal outstanding on the Demand Loan that is due and payable to the Demand Loan Provider pursuant to the terms of the Demand Loan Agreement, to the extent that such payment would not cause the Asset Coverage Test to be breached;
- (g) *seventh*, if the principal balance of the Demand Loan is zero, in or towards payment of the Deferred Consideration then due to the Seller for the transfer of the Mortgage Loans and the Related Security to the Covered Bond Guarantor; and
- (h) *eighth*, to deposit the remaining Available Principal Receipts into the GIC Account (with a corresponding credit to the Principal Ledger).

Allocation and distribution of Available Principal Receipts following service of an Asset Coverage Test Breach Notice

At any time after the service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked), but prior to the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice or, if earlier, the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable, all Available Principal Receipts will continue to be applied in accordance with the Pre-Acceleration Principal Priority of Payments save that, whilst any Covered Bonds remain outstanding, no moneys will be applied under paragraph (b) of the Pre-Acceleration Principal Priority of Payments, and the remainder (if any) will be deposited into the GIC Account (with a corresponding credit to the Principal Ledger) and applied as Available Principal Receipts on the next succeeding Trust Payment Date.

Allocation and distribution of Available Revenue Receipts and Available Principal Receipts following service of a Notice to Pay

At any time after the service of a Notice to Pay on the Covered Bond Guarantor, but prior to the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable, all Available Revenue Receipts and Available Principal Receipts will be applied as described below.

If the Covered Bond Guarantor has been so directed by the Trust Manager, on each Trust Payment Date, the Covered Bond Guarantor will transfer funds from the GIC Account to the Transaction Accounts, in an amount equal to the lower of (a) the amount required to make the payments set out in the Guarantee Priority of Payments, as described below and (b) the amount of all Available Revenue Receipts and Available Principal Receipts standing to the credit of the GIC Account.

The Covered Bond Guarantor, or the Trust Manager on its behalf, will create and maintain ledgers for each Series of Hard Bullet Covered Bonds and record amounts allocated to such Series of Hard Bullet Covered Bonds, and such amounts, once allocated, will only be available to pay amounts due under the Covered Bond Guarantee and amounts due under the relevant Covered Bond Swap in respect of the relevant Series of Hard Bullet Covered Bonds on the scheduled repayment dates thereof.

If a Notice to Pay has been served on the Covered Bond Guarantor, on the Final Maturity Date of a Series of Hard Bullet Covered Bonds, the Covered Bond Guarantor, acting on the direction of the Trust Manager, shall apply all moneys (if any) standing to the credit of the Pre-Maturity Ledger to repay the relevant Series (after having been exchanged into the applicable currency if required under the related Covered Bond Swap).

Guarantee Priority of Payments

On each Trust Payment Date (except for amounts due to third parties described below under (b)(ii) which in each case shall be paid when due, and except for Swap Collateral Excluded Amounts due to the Swap Provider by the Covered Bond Guarantor under the relevant Swap Agreement which shall be paid directly to the relevant Swap Provider) the Covered Bond Guarantor, acting on the direction of the Trust Manager, will apply Available Revenue Receipts and Available Principal Receipts to make the following payments and provisions in the following order of priority (**Guarantee Priority of Payments**) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *first*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) all amounts due and payable or to become due and payable to the Bond Trustee (excluding all amounts otherwise payable to the Covered Bondholders, Receiptholders and Couponholders under the Guarantee Priority of Payments) in the Trust Payment Period in which such Trust Payment Date occurs under the provisions of the Bond Trust Deed together with interest and any applicable GST (or other similar Taxes) thereon;
 - (ii) all amounts due and payable or to become due and payable to the Security Trustee (excluding all amounts otherwise payable to the Covered Bondholders, Receiptholders and Couponholders under the Guarantee Priority of Payments) in the Trust Payment Period in which such Trust Payment Date occurs under the provisions of the Security Deed together with interest and any applicable GST (or other similar Taxes) thereon;
 - (iii) all amounts due and payable or to become due and payable to itself as trustee of the Trust in the Trust Payment Period in which such Trust Payment Date occurs under the Establishment Deed together with interest and any applicable GST (or other similar Taxes) thereon;
- (b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Agents under the provisions of the Principal Agency Agreement together with applicable GST (or other similar Taxes) thereon; and
 - (ii) any amounts then due and payable by the Covered Bond Guarantor to third parties and incurred without breach by the Covered Bond Guarantor of the Programme Documents to which it is a party (and for which payment has not been provided for elsewhere in this Guarantee Priority of Payments) and to provide for any such amounts expected to become due

and payable by the Covered Bond Guarantor in the Trust Payment Period in which such Trust Payment Date occurs and to pay or discharge any liability of the Covered Bond Guarantor for Taxes;

- (c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Servicer and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicer in the Trust Payment Period in which such Trust Payment Date occurs under the provisions of the Servicing Agreement together with any applicable GST (or other similar Taxes) thereon;
 - (ii) any remuneration then due and payable to the Calculation Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Calculation Manager in the Trust Payment Period in which such Trust Payment Date occurs under the provisions of the Management Agreement, together with any applicable GST (or other similar Taxes) thereon;
 - (iii) amounts (if any) due and payable to the Account Bank (including costs) pursuant to the terms of the Account Bank Agreement, together with any applicable GST (or other similar Taxes) thereon;
 - (iv) amounts due and payable to the Trust Manager under the Establishment Deed and the Management Agreement, together with any applicable GST (or other similar Taxes) thereon; and
 - (v) amounts due and payable to the Asset Monitor (other than the amounts referred to in paragraph (k) below) pursuant to the terms of the Asset Monitor Agreement, together with any applicable GST (or other similar Taxes) thereon;
- (d) *fourth*, in or towards payment on the Trust Payment Date, or to provide for payment on such date in the future of such proportion of the relevant payment falling due in the future as the Trust Manager may reasonably determine, of any amount due or to become due and payable to the Total Return Swap Provider in respect of the Total Return Swap (including any termination payment due and payable by the Covered Bond Guarantor under the Total Return Swap but excluding any Excluded Swap Termination Amount) (except to the extent that such amounts have been paid out of any premiums received from any replacement Total Return Swap Provider) in accordance with the terms of the Total Return Swap Agreement;
- (e) *fifth*, in or towards payment on the Trust Payment Date or to provide for payment on such date in the future of such proportion of the relevant payments falling due in the future as the Trust Manager may reasonably determine, *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) any amounts due or to become due and payable to the Covered Bond Swap Provider (other than in respect of principal) *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the Covered Bond Guarantor under the relevant Covered Bond Swap Agreement, but excluding any Excluded Swap Termination Amount) (except to the extent that such amounts have been paid out of any premiums received from any relevant replacement Covered Bond Swap Provider) in accordance with the terms of the Covered Bond Swap Agreement; and
 - (ii) Scheduled Interest that is Due for Payment (or that will become Due for Payment in the Trust Payment Period in which such Trust Payment Date occurs) under the Covered Bond Guarantee in respect of each Series of Covered Bonds to the Bond Trustee or (if so directed by the Bond Trustee) the Principal Paying Agent on behalf of the Covered Bondholders, Receiptholders and Couponholders *pro rata* and *pari passu* in respect of each Series of Covered Bonds,

but, in the case of any such payment or provision, after taking into account, if applicable, any amounts (other than principal) receivable from the Covered Bond Swap Provider under the relevant Covered Bond Swap Agreement on the Trust Payment Date or such date in the future as the Trust Manager may reasonably determine, provided that if the amount available for distribution under this paragraph (e) (excluding any amounts received or to be received from the Covered Bond Swap Provider) would be

insufficient to pay the NZ Dollar Equivalent of the Scheduled Interest that is or will be Due for Payment in respect of each Series of Covered Bonds under sub-paragraph (ii) above, the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* and *pari passu* basis and the amount payable by the Covered Bond Guarantor to the Covered Bond Swap Provider under the relevant Covered Bond Swap Agreement in respect of each relevant Series of Covered Bonds or provision to be made in respect thereof under sub-paragraph (i) above will be correspondingly reduced to take into account the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

(f) *sixth*, in or towards payment on the Trust Payment Date or to provide for payment in the immediately succeeding Trust Payment Period, *pro rata* and *pari passu* according to the respective amounts thereof of:

- (i) any amounts (in respect of principal) due or to become due and payable to any Covered Bond Swap Provider *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap in accordance with the terms of the Covered Bond Swap Agreement; and
- (ii) (where appropriate, after taking into account any amounts in respect of principal receivable from the Covered Bond Swap Provider and available to make payments in respect thereof) Scheduled Principal that is Due for Payment (or that will become Due for Payment in the immediately succeeding Trust Payment Period) under the Covered Bond Guarantee in respect of each Series of Covered Bonds to the Bond Trustee or (if so directed by the Bond Trustee) the Principal Paying Agent on behalf of the Covered Bondholders *pro rata* and *pari passu* in respect of each Series of Covered Bonds,

provided that if the amount available for distribution under this paragraph (f) (excluding any amounts received or to be received from the Covered Bond Swap Provider) would be insufficient to pay the NZ Dollar Equivalent of the Scheduled Principal that is or will be Due for Payment in respect of each Series of Covered Bonds under sub-paragraph (ii) above, the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* and *pari passu* basis and the amount payable by the Covered Bond Guarantor to the Covered Bond Swap Provider under the relevant Covered Bond Swap Agreement in respect of each relevant Series of Covered Bonds or provision to be made in respect thereof under sub-paragraph (i) above will be correspondingly reduced to take into account the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

(g) *seventh*, in or towards payment on the Trust Payment Date (if such date is an Interest Payment Date) or to provide for payment on any Interest Payment Date prior to the immediately succeeding Trust Payment Date of the Final Redemption Amount (or portion thereof remaining unpaid) of any Series of Covered Bonds to which an Extended Due for Payment Date applies and whose Final Redemption Amount was not paid in full by the Extension Determination Date, by making the following payments, *pro rata* and *pari passu* according to the respective amounts thereof of:

- (i) any amounts due or to become due and payable to the Covered Bond Swap Provider (whether or not in respect of principal) *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap in accordance with the terms of the relevant Covered Bond Swap Agreement; and
- (ii) such Final Redemption Amount *pro rata* and *pari passu* under the Covered Bond Guarantee in respect of each relevant Series of Covered Bonds to the Bond Trustee or (if so directed by the Bond Trustee) the Principal Paying Agent on behalf of the Covered Bondholders,

but, in the case of any such payment or provision, after taking into account, if applicable, any amounts (whether or not in respect of principal) receivable from the Covered Bond Swap Provider under the relevant Covered Bond Swap Agreement, provided that if the amount available for distribution under this paragraph (g) (excluding any amounts received or to be received from the Covered Bond Swap Provider) would be insufficient to pay the NZ Dollar Equivalent of such Final Redemption Amount in respect of the relevant Series of Covered Bonds under sub-paragraph (ii) above, the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* and *pari passu* basis and any amount payable by the Covered Bond Guarantor to the Covered Bond Swap Provider under the relevant Covered Bond Swap Agreement in respect of each Series of Covered Bonds under sub-paragraph (i) above will be correspondingly reduced to take into account the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

- (h) *eighth*, to deposit the remaining moneys in the GIC Account for application on the immediately succeeding Trust Payment Date in accordance with the priority of payments described in paragraphs (a)-(g) (inclusive) above, until the Covered Bonds have been fully repaid or provided for (such that the Required Redemption Amount has been accumulated in respect of each outstanding Series of Covered Bonds);
- (i) *ninth*, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of any Excluded Swap Termination Amounts due and payable by the Covered Bond Guarantor under the Swap Agreements, except to the extent that such amounts have been paid out of any premiums received from any relevant replacement Swap Provider;
- (j) *tenth*, in and towards payment of all amounts due and payable (whether in respect of principal or interest) under the Intercompany Loan Agreement;
- (k) *eleventh*, in or towards payment of certain costs, expenses and indemnity amounts due by the Covered Bond Guarantor to the Asset Monitor pursuant to the Asset Monitor Agreement;
- (l) *twelfth*, in and towards payment of all amounts due and payable in respect of the Demand Loan pursuant to the terms of the Demand Loan Agreement;
- (m) *thirteenth*, in or towards payment of the Deferred Consideration then due and payable to the Seller for the transfer of the Mortgage Loans and the Related Security to the Covered Bond Guarantor; and
- (n) *fourteenth*, the remainder:
 - (i) subject to subparagraph (ii) below:
 - (A) except for the Trust Payment Date that occurs on or immediately after the day on which the Net Annual Income of the Trust for a Financial Year has vested absolutely in the Beneficiary in accordance with the Establishment Deed, to be deposited into the GIC Account (with a corresponding credit to the Residual Income Beneficiary Ledger); and
 - (B) on the Trust Payment Date that occurs on or immediately after the day on which the Net Annual Income of the Trust for a Financial Year has vested absolutely in the Beneficiary in accordance with the Establishment Deed, to the Beneficiary by way of distribution of the Net Annual Income of the Trust which has vested absolutely in the Beneficiary (with a corresponding debit to the Residual Income Beneficiary Ledger); and
 - (ii) to the extent the Covered Bond Guarantor, or the Trust Manager on its behalf, is not satisfied that the Beneficiary has paid or made provision for payment of income tax (if any) in respect of the income of the Trust and distributions made or to be made under this paragraph (n) to be deposited into the GIC Account (with a corresponding credit to the Residual Income Beneficiary Ledger) and either:
 - (A) paid to the Commissioner of Inland Revenue to meet any unpaid income tax liability in respect of the income of the Trust and distribution of income of the Trust; or
 - (B) upon being satisfied that the Beneficiary has paid or made provision for payment of income tax (if any) in respect of the income of the Trust and distributions made or to be made under this paragraph (n) paid to the Beneficiary by way of distribution of the income of the Trust (with a corresponding debit to the Residual Income Beneficiary Ledger).

Termination payments in respect of Swaps, premiums received in respect of replacement Swaps

If the Covered Bond Guarantor receives any termination payment from a Swap Provider in respect of a Swap, such termination payment will first be used (prior to the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable) to pay a replacement Swap Provider to enter into a replacement Swap with the Covered Bond Guarantor (and, for the avoidance of doubt the amount of such termination payment received from the Swap

Provider shall not form part of the Available Revenue Receipts or Available Principal Receipts), unless a replacement Swap has already been entered into on behalf of the Covered Bond Guarantor or if no replacement Swap is entered into in which case the termination payment shall be applied in accordance with the applicable Priorities of Payments. If the Covered Bond Guarantor receives any premium from a replacement Swap Provider in respect of a replacement Swap, such premium will first be used to make any termination payment due and payable by the Covered Bond Guarantor with respect to the previous Swap (and, for the avoidance of doubt, the amount of such premium used to pay the applicable termination payment shall not form part of the Available Revenue Receipts or Available Principal Receipts), unless such termination payment has already been made by or on behalf of the Covered Bond Guarantor in which case the premium shall be applied in accordance with the applicable Priorities of Payments.

Application of moneys received by the Security Trustee following the service of a Covered Bond Guarantee Acceleration Notice and/or the Security otherwise becoming enforceable

From and including the time when the Bond Trustee serves a Covered Bond Guarantee Acceleration Notice on the Covered Bond Guarantor or the Security otherwise becomes enforceable, no amount may be withdrawn from the Trust Accounts without the prior written consent of the Security Trustee.

Post-Enforcement Priority of Payments

All monies received or recovered by the Security Trustee or any Receiver (excluding all amounts due or to become due in respect of any Third Party Amounts and excluding Swap Collateral Excluded Amounts due to the Swap Providers by the Covered Bond Guarantor, under the relevant Swap Agreement which shall be paid directly to the relevant Swap Provider), after the Security becomes enforceable, for the benefit of the Secured Creditors in respect of the Secured Obligations, shall be held by it in the Trust Accounts on trust to be applied (save to the extent required otherwise by law), in the following order of priority (and, in each case, only if and to the extent that payments or provisions of a higher order of priority have been made in full) (the **Post-Enforcement Priority of Payments**):

- (a) *first*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) all amounts due and payable or to become due and payable to the Bond Trustee under the provisions of the Bond Trust Deed (but not including amounts otherwise payable to Covered Bondholders under this Post-Enforcement Priority of Payments) together with interest and any applicable GST (or similar Taxes) thereon;
 - (ii) all amounts due and payable or to become due and payable to the Security Trustee and any Receiver (but not including amounts otherwise payable to Covered Bondholders under this Post-Enforcement Priority of Payments) together with interest and any applicable GST (or similar Taxes) thereon; and
 - (iii) all amounts due and payable or to become due and payable to the Covered Bond Guarantor under the provisions of the Establishment Deed together with interest and any applicable GST (or similar Taxes) thereon;
- (b) *second*, in or towards satisfaction of any remuneration then due and payable to the Agents under or pursuant to the Principal Agency Agreement together with any applicable GST (or similar Taxes) thereon as provided therein;
- (c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof:
 - (i) any remuneration then due and payable to the Servicer and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicer under the provisions of the Servicing Agreement, together with any applicable GST (or other similar Taxes) thereon;
 - (ii) any remuneration then due and payable to the Calculation Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Calculation Manager under the provisions of the Management Agreement, together with any applicable GST (or other similar Taxes) thereon;

- (iii) amounts due to the Account Bank (including any costs, charges, liabilities and expenses) pursuant to the terms of the Account Bank Agreement, together with any applicable GST (or other similar Taxes) thereon; and
- (iv) any remuneration then due and payable to the Trust Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Trust Manager under the provisions of the Establishment Deed and the Management Agreement, together with any applicable GST (or other similar Taxes) thereon;
- (d) *fourth*, in or towards satisfaction of any amounts due and payable to the Total Return Swap Provider (including any termination payment, but excluding any Excluded Swap Termination Amount) pursuant to the terms of the Total Return Swap Agreement;
- (e) *fifth*, in or towards satisfaction of *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any amounts due and payable to the Covered Bond Swap Provider *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the Covered Bond Guarantor under the relevant Covered Bond Swap Agreement, but excluding any Excluded Swap Termination Amount) in accordance with the terms of the relevant Covered Bond Swap Agreement; and
 - (ii) the amounts due and payable under the Covered Bond Guarantee, to the Bond Trustee or (if so directed by the Bond Trustee) the relevant Agent on behalf of the Covered Bondholders *pro rata* and *pari passu* in respect of interest and principal due and payable on each Series of Covered Bonds,

provided that if the amount available for distribution under this paragraph (e) (excluding any amounts received from the Covered Bond Swap Provider) would be insufficient to pay the NZ Dollar Equivalent of the amounts due and payable under the Covered Bond Guarantee in respect of each Series of Covered Bonds under sub-paragraph (ii) above, the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* and *pari passu* basis and any amount payable by the Covered Bond Guarantor to the Covered Bond Swap Provider under the relevant Covered Bond Swap in respect of each relevant Series of Covered Bonds or provision to be made in respect thereof under sub-paragraph (i) above will be correspondingly reduced to take account of the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

- (f) *sixth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of any Excluded Swap Termination Amounts due and payable by the Covered Bond Guarantor under the Swap Agreements;
- (g) *seventh*, in or towards payment of all amounts outstanding under the Intercompany Loan Agreement;
- (h) *eighth*, in or towards payment of any amounts outstanding under the Demand Loan Agreement;
- (i) *ninth*, in or towards payment of the Deferred Consideration then due to the Seller for the transfer of the Mortgage Loans and the Related Security to the Covered Bond Guarantor; and
- (j) *tenth*, the remainder as a distribution to the Beneficiary in accordance with the Establishment Deed.

THE MORTGAGE LOAN PORTFOLIO

Each New Mortgage Loan Portfolio acquired by the Covered Bond Guarantor consists of Mortgage Loans and the Related Security sold by the Seller to the Covered Bond Guarantor from time to time, in accordance with the terms of the Mortgage Sale Agreement, as more fully described under *"Summary of the Principal Documents – Mortgage Sale Agreement"*.

For the purposes hereof:

"New Mortgage Loan Portfolio" means a portfolio of New Mortgage Loans and the Related Security (other than any New Mortgage Loans and the Related Security included in such portfolio which have been redeemed in full prior to the relevant Transfer Date in respect of such portfolio), particulars of which are set out in, or attached to, a New Mortgage Loan Portfolio Notice, and all right, title, interest and benefit of the Seller in and to the rights and assets set out in paragraphs (a) to (f) (inclusive) below:

- (a) all sums of principal and interest (including, for the avoidance of doubt, all Arrears of Interest that are currently due and payable as at the Transfer Date and all interest and expenses that have been capitalised) and any other sum due or to become due under or in respect of such New Mortgage Loans and the Related Security after the Transfer Date (but excluding, for the avoidance of doubt, all Accrued Interest as at the Transfer Date) in respect of such New Mortgage Loans and including without limitation, the right to demand, sue for, recover and give receipts for all such principal, interest or other amounts, and the right to sue on all covenants and undertakings made or expressed to be made in favour of the Seller under the applicable Mortgage Documents;
- (b) the benefit of all other securities for such principal, interest and other sums payable (including, without limitation, any interest of the Seller in any life policy), any guarantee in respect of such New Mortgage Loans and any other collateral security for the repayment of the relevant Mortgage Loans secured by the Related Security;
- (c) the right to exercise all the powers of the Seller in relation thereto subject to and in accordance with the relevant Mortgage Documents;
- (d) all the estate, title and interest in the Properties in relation thereto vested in the Seller;
- (e) to the extent they are assignable or capable of being put into trust, each certificate of title and Valuation Report and any right of action of the Seller against any solicitor, valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any such New Mortgage Loans and the Related Security, or any part thereof affecting the decision of the Seller to make or offer to make such Mortgage Loans or part thereof; and
- (f) the benefit of certain Insurance Contracts, in each case so far as they relate to such New Mortgage Loans comprised in that portfolio of New Mortgage Loans and the Related Security, including the right to receive the proceeds of all claims made or to be made by or on behalf of the Seller or to which the Seller is or may become entitled.

Any schedule of New Mortgage Loans attached to any New Mortgage Loan Portfolio Notice may be provided in a document stored upon electronic media (including, but not limited to, electronic mail and CD-ROM).

See also the following risk factors under *"Risk Factors – Risk Factors relating to the Covered Bond Guarantor, including the ability of the Covered Bond Guarantor to fulfil its obligations in relation to the Covered Bond Guarantee – Limited description of the Portfolio"*.

BOOK ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuers, the Guarantor and the Covered Bond Guarantor believe to be reliable, but none of the Issuers, the Covered Bond Guarantor, the Guarantor, the Bond Trustee nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuers, the Covered Bond Guarantor, the Guarantor, nor any other party to the Principal Agency Agreement 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 Covered Bonds held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Book-entry systems

DTC

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to Section 17A of the Exchange Act. DTC holds and provides asset servicing for securities that its participants (**Direct Participants**) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerised book-entry transfers and pledges between Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (**DTCC**). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (**Indirect Participants**). DTC has S&P's highest rating: AAA. The DTC Rules applicable to its Direct or Indirect Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of DTC Covered Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Covered Bonds on DTC's records. The ownership interest of each actual purchaser of each DTC Covered Bond (**Beneficial Owner**) is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Covered Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Covered Bonds, except in the event that use of the book-entry system for the DTC Covered Bonds is discontinued.

To facilitate subsequent transfers, all DTC Covered Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorised representative of DTC. The deposit of DTC Covered Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Covered Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Covered Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

One fully-registered Security certificate will be issued for each issue of DTC Covered Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds U.S.\$500 million, one certificate will be issued with respect to each U.S.\$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the DTC Covered Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to DTC Covered Bonds unless authorised by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an omnibus proxy (**Omnibus Proxy**) to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Covered Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Covered Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorised representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Issuer or the Principal Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Direct or Indirect Participant and not of DTC or its nominee, the Principal Paying Agent or the Relevant Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorised representative of DTC) is the responsibility of the Issuer or the Principal Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Under certain circumstances, DTC will exchange the DTC Covered Bonds for Registered Definitive Covered Bonds, which it will distribute to its Direct Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Covered Bond, will be legended as set forth under Subscription and Sale and Transfer and Selling Restrictions.

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Beneficial Owner desiring to pledge DTC Covered Bonds to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Covered Bonds, will be required to withdraw its Registered Covered Bonds from DTC as described below.

DTC may discontinue providing its services as depository with respect to the DTC Covered Bonds at any time by giving reasonable notice to the Issuer or an Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an

electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Book-entry ownership of and payments in respect of DTC Covered Bonds

The Issuer may apply to DTC in order to have any Tranche of Covered Bonds represented by a Registered Global Covered Bond accepted in its book-entry settlement system. Upon the issue of any such Registered Global Covered Bond, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Registered Global Covered Bond to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the Relevant Dealer. Ownership of beneficial interests in such a Registered Global Covered Bond will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Global Covered Bond, the respective depositaries of Euroclear, Clearstream, Luxembourg. Ownership of beneficial interests in a Registered Global Covered Bond accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

It should be noted that DTC will only process payments of principal and interest in U.S. dollars. Payments in U.S. dollars of principal and interest in respect of a Registered Global Covered Bond accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Covered Bond. In the case of any payment in a currency other than U.S. dollars in respect of a Registered Global Covered Bond accepted by DTC, payment will be made to the Exchange Agent and the Exchange Agent will (in accordance with express written instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Covered Bond in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Direct Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Direct or Indirect Participants to beneficial owners of Covered Bonds will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Direct or Indirect Participant and not the responsibility of DTC, the Bond Trustee, the Security Trustee, the Agents or the Issuer. Payment of principal, premium, if any, and interest, if any, on Covered Bonds to DTC is the responsibility of the Issuer.

Transfers of Covered Bonds represented by Registered Global Covered Bonds

Transfers of any interests in Covered Bonds represented by a Registered Global Covered Bond within DTC, Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States may require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Covered Bonds represented by a Registered Global Covered Bond to such persons may depend upon the ability to exchange such Covered Bonds for Covered Bonds in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Covered Bonds represented by a Registered Global Covered Bond accepted by DTC to pledge such Covered Bonds to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Covered Bonds may depend upon the ability to exchange such Covered Bonds for Covered Bonds in definitive form. The ability of any holder of Covered Bonds represented by a Registered Global Covered Bond accepted by DTC to resell, pledge or otherwise transfer such Covered Bonds may be impaired if the proposed transferee of such Covered Bonds is not eligible to hold such Covered Bonds through a Direct or Indirect Participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Covered Bonds described under Subscription and Sale and Transfer and Selling Restrictions, cross-market transfers between DTC, on the one

hand, and directly or indirectly between accountholders in Euroclear and Clearstream, Luxembourg, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Principal Paying Agent and any custodian (**Custodian**) with whom the relevant Registered Global Covered Bonds have been deposited.

On or after the Issue Date for any Series, transfers of Covered Bonds of such Series between accountholders in Euroclear and Clearstream, Luxembourg and transfers of Covered Bonds of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Euroclear or Clearstream, Luxembourg and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear and Clearstream, Luxembourg, on the other, transfers of interests in the relevant Registered Global Covered Bonds will be effected through the Registrar, the Principal Paying Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Covered Bonds among participants and accountholders of DTC, Euroclear and Clearstream, Luxembourg. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Bond Trustee, the Security Trustee, the Issuer, the Covered Bond Guarantor, the Agents or any Dealer will be responsible for any performance by DTC, Euroclear or Clearstream, Luxembourg, or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Covered Bonds represented by Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial interests.

TAXATION

New Zealand Taxation

The following is a generalised summary of the New Zealand taxation implications of investing in the Covered Bonds and is based on the taxation laws in force as at the date of this Prospectus under the Tax Act. It is important to note that the tax implications of the investment will depend on the circumstances of each taxpayer. Prospective Covered Bondholders should consult a tax adviser on the tax implications of investing in the Covered Bonds in relation to each prospective Covered Bondholders specific circumstances.

Resident Withholding Tax

The Issuer, the Guarantor or the Covered Bond Guarantor, as the case may be, will deduct New Zealand resident withholding tax at the rate required by law from the payment of interest (including amounts deemed to be interest) to the Covered Bondholder, Receipholder or Couponholder if:

- (a) the person deriving the interest is Tax Resident in New Zealand or is engaged in business in New Zealand through a fixed establishment as that term is defined in the Tax Act in New Zealand (a **New Zealand Bondholder**); and
- (b) at the time of such payment, the New Zealand Bondholder has not provided evidence they hold a valid certificate of exemption from resident withholding tax.

If resident withholding tax is required to be deducted from the payment of any interest by the Issuer or the Guarantor, or by the Covered Bond Guarantor under the Covered Bond Guarantee, the Issuer, the Guarantor or the Covered Bond Guarantor (as the case may be) will not be obliged to pay any additional amount.

Non-Resident Withholding Tax

New Zealand law requires, in certain circumstances, a deduction on account of non-resident withholding tax to be made from the payment of interest (including amounts deemed to be interest) with a New Zealand source to a Covered Bondholder, Receipholder or Couponholder who is not a New Zealand Bondholder. If non-resident withholding tax is required to be deducted from the payment of any interest by the Issuer in the case of Covered Bonds issued by ASBFL, ASBFL intends to reduce the applicable rate of non-resident withholding tax to zero per cent as a result of receiving or having received approved issuer status, registering or having registered the Programme with the New Zealand Inland Revenue Department and paying, on its own account, an approved issuer levy (currently equal to 2 per cent of such payments of interest). This zero per cent rate of non-resident withholding tax is not available where the Issuer is associated with the Covered Bondholder, Receipholder or Couponholder under the Tax Act. The Issuer will not pay an additional amount in respect of non-resident withholding tax deducted in that case.

Where a Covered Bondholder, Receipholder or Couponholder who is not a New Zealand Bondholder holds the Covered Bond, Receipt or Coupon jointly with a person who is Tax Resident in New Zealand, non-resident withholding tax must be deducted from interest paid to the non-resident at the applicable rate of resident withholding tax. Payment of the approved issuer levy does not allow a zero per cent rate of non-resident withholding tax in this case. Relief from New Zealand tax under an applicable double taxation treaty may be available, but only on application to the New Zealand Inland Revenue Department for a refund of over-deducted tax. The Issuer will not pay an additional amount to the Covered Bondholder, Receipholder or Couponholder in respect of non-resident withholding tax deducted in that case.

If non-resident withholding tax is required to be deducted from the payment of any interest by the Covered Bond Guarantor under the Covered Bond Guarantee, the Covered Bond Guarantor will not be obliged to pay any additional amount as a consequence, or (for the avoidance of doubt) to pay any amount of approved issuer levy in respect of such payments.

New Zealand Income Tax Implications

For a Covered Bondholder, Receipholder or Couponholder who is Tax Resident in New Zealand, or who is not Tax Resident in New Zealand but is party to a Covered Bond, Receipt or Coupon for the purpose of a business carried on by that Covered Bondholder, Receipholder or Couponholder through a fixed establishment in New Zealand, the Covered Bonds, Receipts or Coupons will be subject to the "financial arrangements rules" in the

Tax Act. These rules bring to tax on an accrual basis interest and other amounts (such as gains on disposal) deemed by the rules to be equivalent to interest.

United Kingdom Taxation

The comments below are of a general nature based on current United Kingdom law and practice. They relate only to the position of persons who are the absolute beneficial owners of their Covered Bonds and all payments made thereon. The comments relate only to withholding tax or payments of or in respect of interest on the Covered Bonds issued by ASBFL and do not deal with any other aspect of the United Kingdom taxation treatment that may be applicable to holders of such Covered Bonds (including, for instance, income tax, capital gains tax and corporation tax). Prospective holders of Covered Bonds should note that the particular terms of issue of any Series of Covered Bonds as specified in the applicable Final Terms may affect the tax treatment of that and any other Series of Covered Bonds and should be treated with appropriate caution. The comments below do not deal with the tax consequences of any substitution of the Relevant Issuer in accordance with Condition 10.3 (Substitution).

References to "interest" in this summary mean "interest" as understood in United Kingdom tax law, and do not take account of any different definitions of "interest" which may prevail under any other law or which may be created by the Conditions or any related documentation.

Any holders of Covered Bonds who are in doubt as to their tax position should consult their professional advisers. Holders of Covered Bonds who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of Covered Bonds are particularly advised to consult their professional advisers as to whether they are so liable (and, if so, under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Covered Bonds. In particular, holders of Covered Bonds should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Covered Bonds even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

Payment of interest by ASBFL in respect of the Covered Bonds

While the Covered Bonds issued by ASBFL are and continue to be listed on a recognised stock exchange within the meaning of section 1005 of the Income Tax Act 2007 (United Kingdom) (the ITA), payments of interest may be made by ASBFL without withholding or deduction for or on account of United Kingdom income tax. The London Stock Exchange is a recognised stock exchange for the purposes of section 1005 of the ITA. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and are admitted to trading on the London Stock Exchange.

Interest on the Covered Bonds may also be paid by ASBFL without withholding or deduction on account of United Kingdom income tax where, at the time the payment is made, ASBFL reasonably believes (and any person by or through whom interest on the Covered Bonds is paid reasonably believes) either:

- (i) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest; or
- (ii) that the payment is made to one of the bodies or persons set out in sections 935 to 937 of the ITA,

provided that HM Revenue & Customs has not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

Interest on Covered Bonds may be paid by ASBFL without withholding or deduction for or on account of United Kingdom income tax provided the maturity of the Covered Bonds is less than 365 days and those Covered Bonds do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In all other cases, an amount must be withheld from payments of interest on the Covered Bonds on account of United Kingdom income tax at the basic rate (currently 20 per cent), subject to any direction to the contrary by HMRC under an applicable double taxation treaty.

Covered Bondholders may wish to note that, in certain circumstances, HMRC has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the UK who either pays or credits interest to, or receives interest for the benefit of, a Covered Bondholder (regardless of whether tax is required to be withheld or deducted from such interest). HMRC also has power, in certain circumstances, to obtain information from any person in the United Kingdom who pays amounts payable on the redemption of Covered Bonds which are deeply discounted securities for the purposes of the Income Tax (Trading and Other Income) Act 2005 to or receives such amounts for the benefit of another person, although HMRC published practice is that it will not exercise its power to require this information in respect of amounts payable on the redemption of Covered Bonds where such amounts are paid on or before 5 April 2012. Such information may include the name and address of the beneficial owner of the amount payable on redemption. Any information obtained may, in certain circumstances, be exchanged by HMRC with the tax authorities of the jurisdiction in which the Covered Bondholder is resident for tax purposes.

Payments by the Covered Bond Guarantor

If the Covered Bond Guarantor, pursuant to the Covered Bond Guarantee, makes any payment in respect of interest on the Covered Bonds (or any other amounts due under the Covered Bonds other than the repayment of amounts subscribed for under the Covered Bonds), such payment may be subject to United Kingdom withholding tax, whether or not the Covered Bonds are listed on a "recognised stock exchange" within the meaning of Section 1005 of ITA. If payments by the Covered Bond Guarantor are subject to any withholding or deduction for or on account of tax, the Covered Bond Guarantor will not be required to pay any additional amounts.

Payments by the Guarantor

If the Guarantor makes any payment in respect of interest on the Covered Bonds (or any other amounts due under the Covered Bonds other than the repayment of amounts subscribed for under the Covered Bonds), such payment may be subject to United Kingdom withholding tax, whether or not the Covered Bonds are listed on a "recognised stock exchange" within the meaning of Section 1005 of ITA. If payments by the Guarantor are subject to any withholding or deduction for or on account of tax, the Guarantor will be required to pay additional amounts subject to the exceptions set out in Condition 7 (*Taxation*) of the Covered Bonds.

EU Savings Directive

Under the EU Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories, including Switzerland, have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

SUBSCRIPTION AND SALE AND SELLING RESTRICTIONS

The Dealers have pursuant to a programme agreement (as the same may be amended and/or supplemented and/or restated from time to time, the **Programme Agreement**) dated 1 September 2011, agreed with the Issuers, the Guarantor and the Covered Bond Guarantor a basis upon which such Dealers or any of them may from time to time agree to purchase Covered Bonds. Any such agreement for any particular purchase by a Dealer will extend to those matters stated under *Form of the Covered Bonds* and *Terms and Conditions of the Covered Bonds* above. As at the date of this Prospectus, the Dealers are Barclays Bank PLC but the Issuers may appoint other dealers from time to time in accordance with the Programme Agreement, which appointment may be for a specific issue or on an ongoing basis.

The Issuers may pay the Dealers commissions from time to time in connection with the sale of any Covered Bonds. In the Programme Agreement, the Issuer (failing which, the Guarantor) has agreed to reimburse and indemnify the Dealers for certain of their expenses and liabilities in connection with the establishment and any future updates of the Programme and the issue of Covered Bonds under the Programme. The Dealers are entitled to be released and discharged from their obligations in relation to any agreement to purchase Covered Bonds under the Programme Agreement in certain circumstances prior to payment to the Issuer.

In order to facilitate the offering of any Tranche of the Covered Bonds, certain persons participating in the offering of the Tranche may engage in transactions that stabilise, maintain or otherwise affect the market price of the relevant Covered Bonds during and after the offering of the Tranche. Specifically, such persons may over-allot or create a short position in the Covered Bonds for their own account by selling more Covered Bonds than have been sold to them by the Issuer. Such persons may also elect to cover any such short position by purchasing Covered Bonds in the open market. In addition, such persons may stabilise or maintain the price of the Covered Bonds by bidding for or purchasing Covered Bonds in the open market and may impose penalty bids, under which selling concessions allowed to syndicate members or other broker dealers participating in the offering of the Covered Bonds are reclaimed if Covered Bonds previously distributed in the offering are repurchased in connection with stabilisation transactions or otherwise. The effect of these transactions may be to stabilise or maintain the market price of the Covered Bonds at a level above that which might otherwise prevail in the open market. The imposition of a penalty bid may also affect the price of the Covered Bonds to the extent that it discourages resales thereof. No representation is made as to the magnitude or effect of any such stabilising or other transactions. Such transactions, if commenced, may be discontinued at any time. Under UK laws and regulations stabilising activities may only be carried on by the stabilising manager named in the applicable Final Terms and must end no later than the earlier of 30 days after the issue date of the relevant Series or Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Series or Tranche of Covered Bonds.

United States

Each Dealer appointed under the Programme Agreement will be required to acknowledge that the Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the Securities Act and may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

In addition, the Covered Bonds cannot be resold in the United States or to U.S. persons unless they are subsequently registered or an exemption from such registration requirement is available.

In connection with any Regulation S Covered Bonds, each Dealer appointed under the Programme will be required to agree that it has not offered, sold or delivered the Covered Bonds of any identifiable Series or Tranche, and shall not offer and sell the Covered Bonds of any identifiable Series or Tranche within the United States or to, or for the account or benefit of U.S. persons (a) as part of their distribution at any time; and (b) during the Distribution Compliance Period, and except in either case in accordance with Regulation S under the Securities Act. Accordingly, each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree, that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Regulation S Covered Bonds, and it and they have complied and shall comply with the offering restrictions requirement of Regulation S under the Securities Act.

In addition, until the expiration of the Distribution Compliance Period, an offer or sale of the Regulation S Covered Bonds within the United States by any Dealer, (whether or not participating in the offering), may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in compliance with Rule 144A or pursuant to another exemption from the registration requirements under the Securities Act. Each Dealer who has purchased Covered Bonds of a Series or Tranche agrees to notify the Principal Paying Agent or the Lead Manager, when it has completed the distribution of its portion of the Covered Bonds of any identifiable Series or Tranche so that the Principal Paying Agent or the Lead Manager may determine the completion of the distribution of all Covered Bonds of that Series or Tranche and notify the other Relevant Dealer of the end of the Distribution Compliance Period. Each Dealer agrees that, at or prior to confirmation of sale of Covered Bonds (other than a sale of Covered Bonds pursuant to Rule 144A), it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Covered Bonds from it during the Distribution Compliance Period a confirmation or notice to substantially the following effect:

"THIS SECURITY AND ANY GUARANTEE IN RESPECT THEREOF HAVE 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 (I) PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE FINAL TERMS, BY ITS PURCHASE AND HOLDING OF THIS COVERED BOND (OR ANY INTEREST THEREIN), EACH PURCHASER AND HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND AGREED, THAT EITHER (1) IT IS NOT 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, OR A "PLAN" SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **CODE**), OR AN ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN, OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL 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 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, ANY SUCH SUBSTANTIALLY SIMILAR LAW) FOR WHICH AN EXEMPTION IS NOT AVAILABLE."

Each Registered Covered Bond issued by the Issuer to be sold to QIBs in the United States in accordance with the resale provisions of Rule 144A shall contain a legend to the following effect:

"THIS SECURITY AND ANY GUARANTEE IN RESPECT THEREOF HAVE NOT BEEN 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 OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH BELOW. THIS SECURITY MAY BE TRANSFERRED ONLY IN INITIAL PRINCIPAL AMOUNTS OF \$100,000 AND INTEGRAL MULTIPLES OF \$1,000 IN EXCESS THEREOF (OR ITS EQUIVALENT IN ANY OTHER CURRENCY AS AT THE DATE OF ISSUE OF SUCH SECURITY). BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THIS SECURITY FOR ITS OWN ACCOUNT OR FOR THE

ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT IN ACCORDANCE WITH THE PRINCIPAL AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE **PRINCIPAL AGENCY AGREEMENT**) AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES OR TRANCHE AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITY OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE PRINCIPAL AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF SUCH SECURITY SENT TO ITS REGISTERED ADDRESS, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A.

EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE FINAL TERMS, BY ITS PURCHASE AND HOLDING OF THIS COVERED BOND (OR ANY INTEREST THEREIN), EACH PURCHASER AND HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND AGREED, THAT EITHER (1) IT IS NOT 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, OR A "PLAN" SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **CODE**), OR AN ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN, OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL 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 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, ANY SUCH SUBSTANTIALLY SIMILAR LAW) FOR WHICH AN EXEMPTION IS NOT AVAILABLE."

In addition, unless the information given to a Relevant Dealer in respect of a non-syndicated issue or the Subscription Agreement relating to one or more Tranches or Series specifies that the applicable TEFRA exemption is either "C Rules" or "not applicable", each such Dealer represents, warrants and agrees in relation to each Tranche of Bearer Covered Bonds that:

- (a) except to the extent permitted under U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the **D Rules**),
 - (i) it has not offered or sold, and during the restricted period shall not offer or sell, Bearer Covered Bonds to a person who is within the United States or its possessions or to a United States person; and
 - (ii) it has not delivered and shall not deliver within the United States or its possessions Bearer Definitive Covered Bonds that are sold during the restricted period;
- (b) it has and throughout the restricted period shall have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Bearer Covered Bonds are aware that such Covered Bonds may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (c) if it is a United States person, it is acquiring the Bearer Covered Bonds for purposes of resale in connection with their original issuance and if it retains Bearer Covered Bonds for its own account, it shall only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6);
- (d) with respect to each affiliate that acquires from it Bearer Covered Bonds for the purpose of offering or selling such Covered Bonds during the restricted period, it either (i) repeats and confirms the representations contained in paragraphs (a), (b) and (c) on behalf of such affiliate or (ii) agrees that it shall obtain from such affiliate for the benefit of the relevant Issuer the representations contained in paragraphs (a), (b) and (c); and
- (e) it will not enter into a written contract (apart from a confirmation or other notice of the transaction) for the offer or sale during the restricted period of Bearer Covered Bonds with any person other than its affiliate(s) unless it obtains the representations and agreements contained in paragraphs (a) to (d) from the person with whom it enters into such written contract.

Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations thereunder, including the D Rules.

In addition, to the extent that the information given to a Relevant Dealer in respect of a non-syndicated issue or the Subscription Agreement relating to one or more Tranches or Series of Bearer Covered Bonds specifies that the applicable TEFRA exemption is "C Rules", under U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the **C Rules**), Bearer Covered Bonds must be issued and delivered outside the United States and its possessions in connection with their original issuance. In relation to each such Tranche, each Dealer has represented and agreed that it has not offered, sold or delivered, and shall not offer, sell or deliver, directly or indirectly, Bearer Covered Bonds within the United States or its possessions in connection with their original issuance. Further, in connection with their original issuance of Bearer Covered Bonds, it has not communicated, and shall not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or it is within the United States or its possessions or otherwise involve its U.S. office in the offer or sale of Bearer Covered Bonds.

Notwithstanding anything above to the contrary, it is understood that Registered Covered Bonds may be offered and sold pursuant to a private placement in the United States, and in connection therewith each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that:

- (i) offers, sales, resales and other transfers of Covered Bonds made in the United States made or approved by a Dealer (including offers, resales or other transfers made or approved by a Dealer in connection with secondary trading) shall be made with respect to Registered Covered Bonds only and shall be effected pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;
- (ii) offers, sales, resales and other transfers of Covered Bonds made in the United States will be made only in private transactions to (1) so long as the Covered Bonds are eligible for resale pursuant to Rule 144A under the Securities Act, institutional investors that are reasonably believed to qualify as qualified institutional buyers within the meaning of Rule 144A (each such institutional investor being hereinafter referred to as a QIB), (2) pursuant to an exemption from registration under the Securities Act provided by Rule 144A under the Securities Act (if available) and in each of such cases in accordance with any applicable securities laws of any State of the United States or other applicable jurisdiction or (3) pursuant to another available exemption from registration under the Securities Act (if any). Each Dealer agrees to notify the related purchaser of Covered Bonds of the private offering nature of such

purchase and, accordingly, that such Covered Bonds are subject to the resale and other transfer restrictions referred to above. Neither any Dealer nor the Issuer will be liable for any resales or other transfers made in violation of the foregoing conditions if such resale or transfer was not made by or through the party against whom such liability is sought to be imposed;

- (iii) the Covered Bonds will be offered in the United States only by approaching prospective purchasers on an individual basis. No general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act will be used in connection with the offering of the Covered Bonds in the United States. It has not made offers or sales of any security, nor has it solicited any offers to buy, or otherwise negotiated in respect of, any Security under the circumstances that would require the registration of the Covered Bonds under the Securities Act;
- (iv) no sale of Covered Bonds in the United States to any one QIB will be for less than U.S.\$250,000 (or the approximate equivalent in another Specified Currency) principal amount and no Covered Bonds will be issued in connection with such a sale in a smaller principal amount. If such purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.\$250,000 (or the approximate equivalent in another Specified Currency) principal amount of the Covered Bonds. The U.S.\$250,000 minimum purchase amounts (or the approximate equivalent in another Specified Currency) applies to Covered Bond of each maturity and interest rate (or method of calculating interest) and may not be spread among Covered Bonds of different maturities or interest rates (or methods of calculating interest);
- (v) each Covered Bond sold as a part of a private placement in the United States and each Regulation S Global Covered Bond shall contain a legend in substantially the form set out on the face of such Covered Bond in the Bond Trust Deed; and
- (vi) each Dealer may offer and sell Covered Bonds in the United States or to U.S. persons (as defined in Regulation S under the Securities Act) only if such Dealer is a registered broker-dealer in the United States or through its selling agent which is a registered broker-dealer in the United States in compliance with the Exchange Act.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Covered Bonds which are the subject of an offering contemplated by the Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Covered Bonds to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the Relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Covered Bonds referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression "offer of Covered Bonds to the public" in relation to any Covered Bonds in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the

extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Covered Bond Guarantor or, in the case of the Issuers and the Guarantor, would not, if either were not an authorised person, apply to the Issuer or Guarantor;
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the UK; and
- (c) in relation to any Covered Bonds which have a maturity of less than one year (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Covered Bonds other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Covered Bonds would otherwise constitute a contravention of section 19 of FSMA by the Issuer.

Australia

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that in connection with the distribution of the Covered Bonds, it:

- (a) will not make any offer or invitation in Australia or any offer or invitation which is received in Australia in relation to the issue, sale or purchase of any Covered Bonds unless the offeree is required to pay at least A\$500,000 for the Covered Bonds or its foreign currency equivalent (in either case disregarding amounts, if any, lent by the Issuer or other person offering the Covered Bonds or its associates (within the meaning of those expression in Part 6D.2 of the Corporations Act 2001 of Australia (the **Corporations Act**)), or it is otherwise an offer or invitation for which by virtue of section 208 of the Corporations Act no disclosure is required to be made under Part 6D.2 of the Corporations Act and is not made to a retail client (as defined in section 761G of the Corporations Act); and
- (b) has not circulated or issued and will not circulate or issue a disclosure document relating to the Covered Bonds in Australia or received in Australia which requires lodging under Division 5 of Part 6D.2 or under Part 7 of the Corporations Act.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Covered Bonds (except for Covered Bonds which are a "structured product" as defined in the Securities and Futures Ordinance (Cap.571) of Hong Kong) other than (a) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of the Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere and advertisement, invitation or document relating to the Covered Bonds, which is directed at, or the contents of which are likely to

be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Covered Bonds which are or are intended to be to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that ordinance.

Japan

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended (the **FIEA**)) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

New Zealand

The Covered Bonds may not be offered, sold or delivered, nor may any offering memorandum or advertisement in relation to any offer of Covered Bonds be distributed in New Zealand other than:

- (a) to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money; or
- (b) to persons who are each required to pay a minimum subscription price of at least NZ\$500,000 for the Covered Bonds (disregarding any amount lent by the offeror, the relevant Issuer or any associated person of the offeror or relevant Issuer) before the allotment of those Covered Bonds; or
- (c) to persons who have each paid a minimum subscription price of at least NZ\$500,000 for securities previously issued by the relevant Issuer (Initial Securities) (in a single transaction before allotment of Initial Securities and disregarding any amount lent by the offeror, the relevant Issuer or any associated person of the offeror or the relevant Issuer), provided the date of first allotment of Initial Securities occurred not more than 18 months before the date of offer of the Covered Bonds; or
- (d) in other circumstances where there is no contravention of the Securities Act 1978 of New Zealand.

In addition, the Covered Bonds may not be offered or sold to persons who are resident in New Zealand for New Zealand income tax purposes or who carry on business in New Zealand through a fixed establishment (as defined for New Zealand income tax purposes) in New Zealand, unless such persons certify that they hold a valid certificate of exemption for New Zealand resident withholding tax purposes and provide a New Zealand tax file number to the seller (in which event the seller shall provide details thereof to the relevant Issuer or to a Paying Agent).

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore, and the Covered Bonds will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the **Securities and Futures Act**). Accordingly, the Covered Bonds may not be offered or sold or made the subject of an invitation for subscription or purchase nor may this Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Covered Bonds be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor pursuant to Section 274 of the Securities and Futures Act, (b) to a relevant person pursuant to Section 275(1) of the Securities and Futures Act, or to any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Each of the following persons specified in Section 275 of the Securities and Futures Act which has subscribed or purchased the Covered Bonds, namely a person who is:

- (a) a corporation (which is not an accredited investor) (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

should note that shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferred within six months after that corporation or that trust has acquired the Covered Bonds under Section 275 of the Securities and Futures Act except:

- (i) to an institutional investor under Section 274 of the Securities and Futures Act or to a relevant person or to any person pursuant to Section 275(1) and Section 275(1A) of the Securities and Futures Act, respectively and in accordance with the conditions specified in Section 275 of the Securities and Futures Act;
- (ii) where no consideration is or will be given for the transfer; or
- (iii) where the transfer is by operation of law; or
- (iv) pursuant to Section 276(7) of the Securities and Futures Act.

Italy

The offering of the Covered Bonds has not been registered pursuant to Italian securities legislation and, accordingly, no Covered Bonds may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the Covered Bonds be distributed in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Article 34-ter, first paragraph, letter b) of Commissione Nazionale per le Società e la Borsa (**CONSOB**) Regulation No. 11971 of 14 May 1999, as amended from time to time (**Regulation No. 11971**); or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971.

Any offer, sale or delivery of the Covered Bonds or distribution of copies of the Base Prospectus or any other document relating to the Covered Bonds in the Republic of Italy under (i) or (ii) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and
- (b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (i) and (ii) above, the subsequent distribution of the Covered Bonds on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Covered Bonds being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

The Grand Duchy of Luxembourg

In addition to the cases described in the Public Offer Selling Restriction under the Prospectus Directive selling restrictions in which the Dealers can make an offer of Covered Bonds to the public in an EEA Member State (including the Grand Duchy of Luxembourg), the Dealers can also make an offer of Covered Bonds to the public in the Grand Duchy of Luxembourg:

- (a) at any time, to national and regional governments, central banks, international and supranational institutions (such as the International Monetary Fund, the European Central Bank, the European Investment Bank) and other similar international organisations;
- (b) at any time, to legal entities which are authorised or regulated to operate in the financial markets (including, credit institutions, investment firms, other authorised or regulated financial institutions, undertakings for collective investment and their management companies, pension and investment funds and their management companies, insurance undertakings and commodity dealers) as well as entities not so authorised or regulated whose corporate purpose is solely to invest in securities; and
- (c) at any time, to certain natural persons or small and medium-sized enterprises (as defined in the Luxembourg act dated 10th July, 2005 on prospectuses for securities implementing the Prospectus Directive into Luxembourg law) recorded in the register of natural persons or small and medium-sized enterprises considered as qualified investors as held by the *Commission de surveillance du secteur financier* as competent authority in Luxembourg in accordance with the Prospectus Directive.

Taiwan

The Covered Bonds may not be sold, offered or issued to Republic of China (**Taiwan**) resident investors or in Taiwan unless they are made available, (i) outside Taiwan for purchase outside Taiwan by such investors and/or (ii) in Taiwan, (A) in the case of Structured Covered Bonds (as defined below) through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the Taiwan Rules Governing Offshore Structured Products or (B) in the case of Covered Bonds which are not Structured Covered Bonds, through properly licensed Taiwan intermediaries (including the specified trust of money services of licensed banks in Taiwan acting as trustees) in such manner as complies with Taiwan law and regulation and/or (iii) in such other manner as may be permitted or exempted in accordance with Taiwan laws and regulations.

For the purpose of the preceding paragraph, **Structured Covered Bonds** means combination products issued outside of Taiwan by means of securities that link fixed income products and underlying financial derivative products that derive from equities, interest rates, foreign exchange rates, indexes, commodities, credit events or other interests.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes the Prospectus or any Final Terms and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuers, the Guarantor, the Covered Bond Guarantor nor any of the other Dealers shall have any responsibility therefor.

None of the Issuers, the Guarantor, the Covered Bond Guarantor or any of the Dealers has represented that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the Relevant Dealer(s) will be required to comply with such other restrictions as the Issuer and the Relevant Dealer(s) shall agree as a term of issue and purchase as indicated in the applicable Final Terms.

GENERAL INFORMATION

Authorisation

Each Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment, implementation and operation of the Programme and the issue and performance of Covered Bonds issued by it. The establishment of the Programme and the issue of the Covered Bonds by it thereunder were authorised (i) by resolutions of the board of directors of ASBBL dated 1 February 2011; (ii) by resolutions of the board of directors of ASBFL dated 20 June 2011; and (iii) by resolutions of the shareholder of ASBFL on 1 August 2011. The establishment, implementation and operation of the Programme and the giving of the Covered Bond Guarantee were duly confirmed and authorised by a resolution of the Covered Bond Guarantor dated 9 June 2011.

Listing of Covered Bonds

The admission of the Programme to listing on the Official List of the FSA and to trading on the Regulated Market of the London Stock Exchange is expected to take effect on or about 1 September 2011. The price of the Covered Bonds on the price list of the London Stock Exchange will be expressed as a percentage of their principal amount (exclusive of accrued interest). Any Tranche of Covered Bonds intended to be admitted to trading on the Regulated Market of the London Stock Exchange will be so admitted to trading upon submission to the London Stock Exchange of the relevant Final Terms and any other information required by the London Stock Exchange, subject to the issue of the relevant Covered Bonds. Prior to admission to trading, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day in London after the day of the transaction.

However, Covered Bonds may be issued pursuant to the Programme which will not be admitted to listing, trading and/or quotation by the London Stock Exchange or any other listing authority, stock exchange and/or quotation system or which will be admitted to listing, trading and/or quotation by such listing authority, stock exchange and/or quotation system as the Relevant Issuer and the Relevant Dealer(s) may agree.

Documents Available

For the life of this Prospectus or whilst any Covered Bonds are outstanding, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the office of the Principal Paying Agent and the Relevant Issuer:

- (i) the constitutive documents of the Relevant Issuer, the Guarantor and the Covered Bond Guarantor;
- (ii) the Bond Trust Deed (which includes the Guarantee, the Covered Bond Guarantee and the forms of the Global Covered Bonds, the definitive Covered Bonds, the Coupons, the Receipts and the Talons);
- (iii) the Principal Agency Agreement;
- (iv) the Programme Agreement;
- (v) any Final Terms relating to Covered Bonds of the Relevant Issuer which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system. (In the case of any Covered Bonds which are not admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, copies of the relevant Final Terms will only be available for inspection by the relevant Covered Bondholders);
- (vi) a copy of this Prospectus, together with any supplement to this Prospectus or further Prospectus and any documents incorporated by reference; and
- (vii) copies of the most recent publicly available annual audited consolidated and/or non-consolidated (as applicable) accounts of each of the Issuers and their subsidiaries incorporated by reference into this Prospectus, beginning with the annual audited consolidated and/or non-consolidated (as applicable) accounts of ASBBL for the financial years ended 30 June 2010 and 30 June 2011 and ASBFL for the financial years ended 30 June 2009 and 30 June 2010 (see "*Documents Incorporated by Reference*" above for further details).

The Prospectus and the Final Terms for Covered Bonds that are listed on the Official List and admitted to trading on the Regulated Market of the London Stock Exchange will be published on the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com.

Clearing Systems

The Covered Bonds may be cleared through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). In addition, the Issuer may make an application with respect to any Registered Covered Bonds, such as Rule 144A Covered Bonds, to be accepted for trading in book-entry form by DTC. Acceptance by DTC of Covered Bonds of each Tranche of a Registered Covered Bond Series issued by the Issuer will be confirmed in the applicable Final Terms. The Common Code and the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Covered Bonds will be set out in the applicable Final Terms. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041-0099.

Significant or Material Change

Since 30 June 2011, there has been no significant change in the financial or trading position of ASBBL and its subsidiaries taken as a whole. Since 30 June 2011, there has been no material adverse change in the prospects of ASBBL and its subsidiaries taken as a whole.

Since 30 June 2010, there has been no significant change in the financial or trading position of ASBFL. Since 30 June 2010, there has been no material adverse change in the prospects of ASBFL.

Since 16 May 2011 (being the date of incorporation of the Covered Bond Guarantor), there has been no significant change in the financial or trading position of the Covered Bond Guarantor. Since 16 May 2011, there has been no material adverse change in the prospects of the Covered Bond Guarantor.

Litigation

None of ASBBL or any of its subsidiaries (including ASBFL) is or has been involved in any governmental, legal or arbitration proceedings in the twelve months immediately preceding the date of this Prospectus which may have or have had in the recent past a significant effect on the financial position or profitability of ASBBL and its subsidiaries, taken as a whole, and, so far as each of ASBBL and ASBFL is aware, there are no such governmental, legal or arbitration proceedings pending or threatened involving it or any of its subsidiaries.

The Covered Bond Guarantor is not and has not been involved in any governmental, legal or arbitration proceedings in the twelve months immediately preceding the date of this Prospectus which may have or have had in the recent past a significant effect on the financial position or profitability of the Covered Bond Guarantor and, so far as the Covered Bond Guarantor is aware, there are no such governmental, legal or arbitration proceedings pending or threatened involving it.

Independent Auditors

The financial statements of ASBBL and of ASBBL and its subsidiaries have been audited for the financial years ended 30 June 2010 and 30 June 2011 by PricewaterhouseCoopers, independent auditors of ASBBL and of ASBBL and its subsidiaries for that period, and unqualified opinions have been reported thereon. PricewaterhouseCoopers has no material interest in ASBBL.

The financial statements of ASBFL have been audited for the financial years ended 30 June 2009 and 30 June 2010 by PricewaterhouseCoopers, independent auditors of ASBFL for that period, and unqualified opinions have been reported thereon. PricewaterhouseCoopers has no material interest in ASBFL.

PricewaterhouseCoopers' partners are members or affiliate members of the New Zealand Institute of Chartered Accountants.

Reports

The Bond Trust Deed provides that the Bond Trustee may rely on reports or other information from professional advisers or other experts in accordance with the provisions of the Bond Trust Deed, whether or not any such

report or other information, or engagement letter or 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.

Post-issuance information

The Issuers do not intend to provide any post-issuance information in relation to any issue of Covered Bonds. However, the Issuers may prepare one or more supplements to this Prospectus to reflect, among other things, developments in their business or affairs.

Legends

The following legend must appear on every form of Covered Bond, Receipt, Coupon or Talon.

"IF THE HOLDER OF ANY PART HEREOF IS A RESIDENT OF NEW ZEALAND FOR TAX PURPOSES, IS A PERSON WHO IS ENGAGED IN BUSINESS IN NEW ZEALAND THROUGH A FIXED ESTABLISHMENT IN NEW ZEALAND OR OTHERWISE IS A PERSON THE PAYMENT OF INTEREST (AS DEFINED FOR NEW ZEALAND INCOME TAX PURPOSES) TO WHOM WILL BE SUBJECT TO NEW ZEALAND RESIDENT WITHHOLDING TAX, THEN A DEDUCTION FOR NEW ZEALAND RESIDENT WITHHOLDING TAX MAY BE MADE FROM ANY AMOUNT PAYABLE UNDER THIS [TEMPORARY/ PERMANENT/ GLOBAL/ DEFINITIVE/ REGISTERED/ COVERED BOND/ COUPON/ TALON/ RECEIPT] WHICH IS SUBJECT TO NEW ZEALAND RESIDENT WITHHOLDING TAX UNLESS ANY SUCH HOLDER CERTIFIES THAT IT HOLDS A VALID CERTIFICATE OF EXEMPTION FOR NEW ZEALAND RESIDENT WITHHOLDING TAX PURPOSES AND PROVIDES THE HOLDER'S NEW ZEALAND TAX FILE NUMBER.

ON PRESENTATION OF THIS [TEMPORARY/PERMANENT/GLOBAL/DEFINITIVE/REGISTERED COVERED BOND/ COUPON/TALON/RECEIPT] FOR PAYMENT OR, IF APPLICABLE, UPON THE RECEIPT OF SUCH PAYMENT, THE HOLDER OF ANY PART HEREOF HEREBY CERTIFIES THAT IF IT IS A RESIDENT OF NEW ZEALAND FOR TAX PURPOSES, OR IS A PERSON WHO IS ENGAGED IN BUSINESS IN NEW ZEALAND THROUGH A FIXED ESTABLISHMENT IN NEW ZEALAND OR OTHERWISE IS A PERSON THE PAYMENT OF INTEREST TO WHOM WILL BE SUBJECT TO NEW ZEALAND RESIDENT WITHHOLDING TAX, THAT IT HOLDS A VALID CERTIFICATE OF EXEMPTION FOR NEW ZEALAND RESIDENT WITHHOLDING TAX PURPOSES."

Disclosure for US tax purposes

Any Person (and each employee, representative, or other agent of such Person) may disclose to any and all Persons, without limitation of any kind, the United States federal income tax treatment and the United States federal income tax structure of the Covered Bond, Coupon or Talon and all materials of any kind (including opinions or other tax analyses) that are provided to such holder relating to such tax treatment and tax structure.

GLOSSARY

A&I Forms means client authority and instruction forms for an e-dealing that conform with the Land Transfer Act 1952 (New Zealand) and are approved by the New Zealand Law Society and the Registrar General of Land of New Zealand, and each an **A&I Form**.

Account Bank means ASBBL in its capacity as Account Bank pursuant to the Account Bank Agreement or such other account bank appointed pursuant to the Account Bank Agreement from time to time.

Account Bank Agreement means the account bank agreement entered into on or about the Programme Date between the Covered Bond Guarantor, the All Moneys Mortgage Trustee, the All Moneys Mortgage Beneficiaries, the Trust Manager, the Account Bank, the Calculation Manager and the Security Trustee.

Accrued Interest means, in respect of a Mortgage Loan and a Sale Date, the aggregate of all interest accrued but not yet due and payable on the Mortgage Loan from (but excluding) the Mortgage Loan Scheduled Payment Date immediately preceding the Sale Date to (and including) the Sale Date.

Additional Business Centre means, in relation to a Series of Covered Bonds, the Additional Business Centre as specified in the applicable Final Terms.

Adjusted Aggregate Mortgage Loan Amount has the meaning given to it on page 158.

Adjusted Required Redemption Amount has the meaning given to it on page 148.

Agents means the Principal Paying Agent, each Paying Agent, each Transfer Agent, each Exchange Agent and the Registrar, and each an **Agent**.

All Moneys Mortgage means a Mortgage that secures or purports to secure the repayment of Associated Debt as well as a Mortgage Loan.

All Moneys Mortgage Beneficiaries means, in relation to each All Moneys Mortgage Trust, the Covered Bond Guarantor and the Seller as beneficiaries of the All Moneys Mortgage Trust and **All Moneys Mortgage Beneficiary** means any one of them.

All Moneys Mortgage Trust means, in respect of an All Moneys Mortgage, the trust established or, as the case may be, to be established pursuant to the Mortgage Sale Agreement on the date that such All Moneys Mortgage is sold by the Seller to the Covered Bond Guarantor.

All Moneys Mortgage Trust Account means the account in the name of the Covered Bond Guarantor held at the Account Bank for the Covered Bond Guarantor and maintained pursuant to the terms of the Account Bank Agreement and such additional or replacement bank account of the Covered Bond Guarantor designated as such, as may, from time to time, be in place pursuant to the terms of the Account Bank Agreement and the Mortgage Sale Agreement.

All Moneys Mortgage Trustee means the Covered Bond Guarantor in its capacity as trustee of each All Moneys Mortgage Trust.

All Moneys Mortgage Trust Property means, in relation to an All Moneys Mortgage, the Covered Bond Guarantor's whole right, title, benefit and interest in and to such All Moneys Mortgage and the other Related Security and the proceeds of enforcement of such All Moneys Mortgage and other Related Security.

Amortisation Test has the meaning given to it on page 160.

Amortisation Test Aggregate Mortgage Loan Amount has the meaning given to it on page 160.

Amortisation Test Current Principal Balance has the meaning given to it on page 160.

Annual Accounting Date means in respect of the Trust, 30 June in each year or such other date as the Covered Bond Guarantor (acting on the directions of the Trust Manager) may determine.

applicable Final Terms means, in relation to a Series of Covered Bonds, the Final Terms (or the relevant provisions thereof) attached to or endorsed on the Covered Bonds.

Arrangers means each of ASBBL and Barclays Bank PLC.

Arrears of Interest means, in respect of a Mortgage Loan and a Sale Date, interest (other than interest that has been capitalised or interest that is Accrued Interest) on that Mortgage Loan which is currently due and payable and unpaid on that date.

ASBBL means ASB Bank Limited.

ASBFL means ASB Finance Limited, acting through its London Branch.

Asset Coverage Test has the meaning given to it on page 157.

Asset Coverage Test Breach Notice means the notice required to be served by the Bond Trustee if the Asset Coverage Test is not satisfied on two consecutive Determination Dates.

Asset Monitor means PricewaterhouseCoopers whose head office is at Level 8, PricewaterhouseCoopers Tower, 188 Quay Street, Auckland, New Zealand or such replacement asset monitor appointed pursuant to the Asset Monitor Agreement from time to time.

Asset Monitor Agreement means the asset monitor agreement entered into on or about the Programme Date, between the Asset Monitor, the Covered Bond Guarantor, the Trust Manager, the Calculation Manager, the Seller, the Issuers, the Guarantor, the Bond Trustee and the Security Trustee.

Asset Monitor Report means the results of the tests conducted by the Asset Monitor in accordance with the Asset Monitor Agreement to be delivered to the Calculation Manager, the Covered Bond Guarantor, the Trust Manager, the Seller, the Issuers, the Guarantor, the Bond Trustee and the Security Trustee in accordance with the Asset Monitor Agreement.

Asset Percentage has the meaning given to it on page 160.

Asset Percentage Adjusted Mortgage Loan Balance Amount has the meaning given to it on page 158.

Asset Pool means the pool of assets owned at any time by the Covered Bond Guarantor which back the payment of claims attached to the Covered Bonds and may comprise the following items:

- (a) the Mortgage Loan Portfolio;
- (b) Authorised Investments;
- (c) Substitution Assets;
- (d) the rights of the Covered Bond Guarantor in, to and under the Programme Documents and the Trust Accounts;
- (e) the benefit of all representations, warranties, undertakings, covenants, indemnities and promises made by any party in favour of the Covered Bond Guarantor under the Programme Documents; and
- (f) amounts derived or accrued from any of the assets referred to in the preceding paragraphs of this definition.

Associated Debt in relation to a Mortgage Loan in the Mortgage Loan Portfolio means all loans, credit and financial accommodation of whatever nature (other than the Mortgage Loan or another Mortgage Loan that forms part of the Mortgage Loan Portfolio) the payment or repayment of which is secured by a Related Security which also secures the Mortgage Loan.

Authorised Investments means NZ Dollar demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper) (which may include deposits into any account which earns a rate of interest related to the Bank Bill Rate) provided that in all cases such investments have a maturity date of 30 days or less and mature on or before the next following Trust Payment Date and the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being a Bank) are rated at least P-1 by Moody's and F1+ by Fitch or which are otherwise acceptable to the Rating Agencies (if they are notified in advance) to maintain the then current rating of the Covered Bonds.

Authorised Signatory in relation to a Transaction Party, means an officer of the Transaction Party, or such other person appointed by the Transaction Party to act as its authorised signatory and notified to the other Transaction Parties.

Available Principal Receipts means on a Determination Date, an amount equal to the aggregate of (without double counting):

- (a) the amount of Mortgage Loan Principal Receipts collected by the Servicer during the immediately preceding Collection Period and credited, or to be credited on the immediately following Trust Payment Date, to the Principal Ledger on the GIC Account;
- (b) the proceeds from any sale of Mortgage Loans during the immediately preceding Collection Period pursuant to the terms of the Establishment Deed or the Mortgage Sale Agreement (but not including any such proceeds that comprise accrued interest or arrears of interest) that have been, or are to be, on the immediately following Trust Payment Date, credited to the Principal Ledger on the GIC Account;
- (c) the proceeds of any Demand Loan Advance (where such proceeds have not been applied to acquire New Mortgage Loan Portfolios or to invest in Substitution Assets or Authorised Investments) and any Excess Proceeds;
- (d) the amount of any termination payment received from a Swap Provider which is not applied to acquire a replacement Swap for the relevant terminated Swap and the amount of any premium received from a replacement Swap Provider which is not applied to make a termination payment;
- (e) any amounts standing to the credit of the Pre-Maturity Ledger that are permitted to be applied in accordance with the Establishment Deed; and
- (f) any other principal receipts not referred to in paragraphs (a)-(e) above (inclusive) received during any previous Collection Period and standing to the credit of the Principal Ledger on the GIC Account, but excluding, subject to certain amounts of principal received on or after the Trust Payment Date in accordance with the Establishment Deed, any amount of principal received by the Covered Bond Guarantor under the Swap Agreements,

but excluding:

- (g) Swap Collateral Excluded Amounts which shall be applied in accordance with the terms of the relevant Swap Agreements.

Available Revenue Receipts means on a Determination Date, an amount equal to the aggregate of:

- (a) the amount of Mortgage Loan Revenue Receipts collected by the Servicer during the immediately preceding Collection Period and credited, or to be credited on the immediately following Trust Payment Date, to the Revenue Ledger on the GIC Account;
- (b) in respect of any sale of Mortgage Loans during the immediately preceding Collection Period pursuant to the terms of the Establishment Deed or the Mortgage Sale Agreement:
 - (i) the proceeds of such sale to the extent the proceeds comprise accrued interest or arrears of interest (if any) that has been, or is to be, on the immediately following Trust Payment Date, credited to the Revenue Ledger on the GIC Account; and
 - (ii) that is a repurchase by the Seller in accordance with clause 11 of the Mortgage Sale Agreement, interest on the related Repurchase Price that will be paid by the Seller on the immediately following Trust Payment Date in accordance with clause 11.7(b)(i) of the Mortgage Sale Agreement;
- (c) all amounts of interest received on the Trust Accounts, the Substitution Assets and Authorised Investments during the immediately preceding Collection Period and the amount to be paid to the Covered Bond Guarantor under clause 4.3 of the Servicing Agreement on the immediately following Trust Payment Date;

- (d) all amounts receivable from the Total Return Swap Provider under the Total Return Swap on the immediately following Trust Payment Date;
- (e) prior to the service on the Covered Bond Guarantor of a Notice to Pay or an Asset Coverage Test Breach Notice, amounts standing to the credit of the Reserve Fund as at the Determination Date in excess of the Reserve Fund Required Amount;
- (f) following the service on the Covered Bond Guarantor of a Notice to Pay or an Asset Coverage Test Breach Notice, amounts standing to the credit of the Reserve Fund as at the Determination Date; and
- (g) any other revenue receipts not referred to in paragraphs (a) to (f) above (inclusive) received during any previous Collection Period and standing to the credit of the Revenue Ledger on the GIC Account but excluding, subject to certain amounts of revenue received on or after the Trust Payment Date in accordance with the Establishment Deed, any amount received by the Covered Bond Guarantor under the Covered Bond Swap Agreements,

but excluding:

- (h) Third Party Amounts, which shall be applied in accordance with clause 4.9 of the Servicing Agreement; and
- (i) Swap Collateral Excluded Amounts which shall be applied in accordance with the terms of the relevant Swap Agreements.

Bank has the same meaning as "registered bank" in section 2(1) of the RBNZ Act.

Bank Bill Rate means in relation to any period:

- (a) the bid settlement rate (rounded, if necessary, to the nearest four decimals) as displayed at or about 10:45am on the first day of that period on the Reuters Monitor Screen page BKBM FRA (or its successor page) for bank-accepted bills of exchange having a term approximately equal to that period; or
- (b) if there is no such rate displayed for bank bills of exchange having a term approximately equal to that period, then the average of the rates quoted by the Reference Banks as being their respective buy rates for such bank-accepted bills of exchange at or about that time on that date; or
- (c) if the rate cannot be determined pursuant to paragraph (a) or (b) above, the rate per annum reasonably determined by the Account Bank.

Bearer Covered Bonds means Covered Bonds in bearer form.

Bearer Definitive Covered Bonds has the meaning given to it in the Conditions.

Bearer Global Covered Bonds means together, the Temporary Bearer Global Covered Bond and the Permanent Bearer Global Covered Bond, and Bearer Global Covered Bond means either one of them.

Beneficiary means Public Trust as trustee of the ASB Securitisation Charitable Trust established by a deed of trust dated 13 November 2008 between Dermot Michael Mabyn Ross as Settlor and Public Trust as Trustee.

Binding Provision means any provision of the Code of Banking Practice Fourth Edition released by the New Zealand Bankers' Association in July 2007 (as amended or supplemented from time to time), any other code or arrangement binding on the Seller or the Servicer, and any laws applicable to Banks or other lenders in the business of making retail home loans in New Zealand.

Bond Trust Deed means the trust deed entered into on or about the Programme Date, between the Issuers, the Guarantor, the Covered Bond Guarantor and the Bond Trustee.

Bond Trustee means Deutsche Trustee Company Limited, in its capacity as bond trustee under the Bond Trust Deed together with any additional or replacement bond trustee appointed from time to time in accordance with the terms of the Bond Trust Deed.

Borrower means in relation to a Mortgage Loan, the individual or individuals specified as such in the related Mortgage together with the individual or individuals (if any) from time to time assuming an obligation to repay such Mortgage Loan or any part of it.

Business Day has the meaning given to it in Condition 4.3 (*Day Count Fraction and Business Day Convention*).

Calculation Agent means in relation to all or any Series of the Covered Bonds, the person initially appointed as calculation agent in relation to such Covered Bonds by the Issuers, the Guarantor and the Covered Bond Guarantor pursuant to the Principal Agency Agreement or such other person specified in the applicable Final Terms or, if applicable, any successor or separately appointed calculation agent in relation to all or any Series of the Covered Bonds.

Calculation Management Services means the calculation management services to be provided by the Calculation Manager pursuant to the Management Agreement.

Calculation Manager means ASBBL, in its capacity as calculation manager under the Management Agreement.

Calculation Manager Termination Event means:

- (i) default is made by the Calculation Manager in the performance or observance of any of its covenants and obligations under the Management Agreement, which the Security Trustee considers, acting on the directions of the Bond Trustee (subject to the provisions of the Bond Trust Deed) if there are Covered Bonds outstanding, is materially prejudicial to the interests of the Covered Bondholders or, acting on the directions of the Majority Secured Creditors if there are no Covered Bonds outstanding, is materially prejudicial to the Secured Creditors and such default continues unremedied for a period of 20 Local Business Days after the earlier of the Calculation Manager becoming aware of such default and receipt by the Calculation Manager of written notice from the Security Trustee requiring the same to be remedied; or
- (ii) an Insolvency Event occurs in respect of the Calculation Manager.

Cash Management Services means the cash management services to be provided by the Trust Manager pursuant to the Management Agreement.

Cash Redraw means, in respect of a Mortgage Loan in the Mortgage Loan Portfolio, a re-advance by the Seller of some or all of the Overpayments that the Borrower has made under the Mortgage Loan.

CBA Group means Commonwealth Bank of Australia and its subsidiaries.

CGCB has the meaning given to it in the Conditions.

Charged Other Property has the meaning given to it on page 172.

Charged Personal Property has the meaning given to it on page 172.

Charged Property means the Charged Other Property and Charged Personal Property.

Clearstream, Luxembourg means Clearstream Banking, *société anonyme*.

Collection Period means:

- (a) with respect to the first Determination Date, the period commencing on (and including) the first Transfer Date and ending on the last day of the calendar month in which the first Transfer Date occurs; and
- (b) with respect to each subsequent Determination Date, the calendar month immediately preceding that Determination Date.

Collection Period Interest Ledger means the ledger of such name maintained by the Trust Manager pursuant to the Management Agreement to record credits of interest paid by ASBBL pursuant to clause 4.3 of the Servicing Agreement.

Competent Authorities means a court, tribunal, authority, ombudsman or other entity whose decisions, findings, orders, judgment or determinations (however so reached) are binding on the Seller or the Servicer.

Conditions means the terms and conditions of the Covered Bonds.

Couponholders has the meaning given to it in the Conditions.

Coupons has the meaning given to it in the Conditions.

Covered Bond Guarantee means the unconditional and irrevocable guarantee by the Covered Bond Guarantor in the Bond Trust Deed for the payment of an amount equal to the Guaranteed Amounts in respect of the Covered Bonds when the same shall become Due for Payment.

Covered Bond Guarantee Acceleration Notice has the meaning given to it in Condition 9.2 (*Covered Bond Guarantor Events of Default*).

Covered Bond Guarantor means ASB Covered Bond Trustee Limited, solely in its capacity as trustee of the Trust.

Covered Bond Guarantor Event of Default has the meaning given to it in Condition 9.2 (*Covered Bond Guarantor Events of Default*).

Covered Bondholders has the meaning given to it in the Conditions.

Covered Bonds means the covered bonds issued or to be issued pursuant to the Programme Agreement and which are or are to be constituted under the Bond Trust Deed, which covered bonds may be represented by a Global Covered Bond or any Definitive Covered Bond and includes any replacements or a Covered Bond issued pursuant to Condition 11 (*Replacement of Covered Bonds, Receipts, Coupons and Talons and Exchange of Talons*), and each a **Covered Bond**.

Covered Bonds Ledger means each ledger of such name maintained by the Trust Manager pursuant to the Management Agreement to record amounts allocated to a Series of Hard Bullet Covered Bonds in accordance with the provisions of the Establishment Deed.

Covered Bond Swap means each currency swap and/or interest rate swap transaction entered into between the Covered Bond Guarantor, the Trust Manager, the Security Trustee and a Covered Bond Swap Provider with respect to each Series of Covered Bonds.

Covered Bond Swap Agreement means a Swap Agreement governing a Covered Bond Swap.

Covered Bond Swap Provider means the covered bond swap provider appointed from time to time under the Covered Bond Swaps together with any transferee or successor thereto.

Current Principal Balance means in relation to any Mortgage Loan in the Mortgage Loan Portfolio as at any given date, the principal balance of that Mortgage Loan to which the Seller applies the relevant interest rate to and at which interest on that Mortgage Loan accrues interest, and is the aggregate (but avoiding double counting) of:

- (a) the original principal amount advanced to the relevant Borrower and any further amount advanced on or before any given date to the relevant Borrower under that Mortgage Loan secured or intended to be secured by the Related Security; and
- (b) any interest or expenses that have been capitalised,

less any repayment or payment of any of the foregoing made on or before the end of the Local Business Day immediately preceding that given date.

Custodian means any custodian with whom the relevant Registered Global Covered Bonds have been deposited.

Dealer and **Dealers** have the meanings given to them in the Programme Agreement.

Deed of Accession means any deed of accession entered into between the Covered Bond Guarantor, a New Secured Creditor, and Security Trustee (on behalf of all Secured Creditors) substantially in the form set out in schedule 1 of the Security Deed.

Default in relation to a Mortgage Loan means:

- (a) a failure by the Borrower (as recognised by the Servicer's system) to pay on the due date any amount due pursuant to the corresponding Loan Agreement (including any amount not previously paid which remains outstanding) where the failure continues, without remedy, for a period of 90 days from the due date for the payment of such amount under the relevant Loan Agreement; or
- (b) an event of default, howsoever described, (other than an event of default referred to in paragraph (a)) occurs under any relevant Mortgage Document where the event of default continues unremedied for 90 days (or such shorter period as the Servicer may determine is appropriate in relation to a specific event of default) unless the Servicer reasonably determines that such event of default is of a minor or technical nature.

Deferred Consideration means the consideration payable to the Seller in accordance with the Mortgage Sale Agreement in respect of the Mortgage Loans and Related Security from time to time, which is payable after making payments of a higher order of priority as set out in the applicable Priority of Payments.

Deferred Consideration Ledger means the ledger of such name maintained by the Trust Manager pursuant to the Management Agreement to record the amount of Deferred Consideration calculated in accordance with clause 3.7 of the Mortgage Sale Agreement and distribution of the same in accordance with the Establishment Deed and the Security Deed.

Definitions Schedule means the ASB covered bond trust definitions schedule entered into on or about the Programme Date between the Transaction Parties.

Definitive Covered Bond means a Bearer Definitive Covered Bond and/or, as the context may require, a Registered Definitive Covered Bond.

Definitive Regulation S Covered Bond means a Definitive Covered Bond sold to non-U.S. persons outside the United States in reliance on Regulation S.

Definitive Rule 144A Covered Bond means a Definitive Covered Bond sold in the United States to QIBs pursuant to Rule 144A.

Delegation Agreement means the delegation agreement entered into on or about the Programme Date between the Trust Manager and Securitisation Management Services Limited.

Demand Loan means the aggregate principal amount of each Demand Loan Advance, as reduced by repayment under the Demand Loan Agreement.

Demand Loan Advances means advances made or to be made by the Demand Loan Provider to the Covered Bond Guarantor under the Demand Loan Facility, and each a **Demand Loan Advance**.

Demand Loan Agreement means the demand loan agreement entered into on or about the Programme Date between the Covered Bond Guarantor, the Trust Manager, the Demand Loan Provider, the Seller, the Calculation Manager and the Security Trustee.

Demand Loan Facility means the NZ Dollar revolving credit facility made available by the Demand Loan Provider to the Covered Bond Guarantor pursuant to the Demand Loan Agreement.

Demand Loan Ledger means the ledger of such name to be maintained by the Trust Manager in accordance with the Management Agreement.

Demand Loan Provider means ASBBL.

Determination Date means the 1st day of each calendar month following the first Transfer Date or, if any such day is not a Local Business Day, the following Local Business Day.

Distribution Compliance Period has the meaning given to it in Condition 2.9 (*Definitions*).

DTC has the meaning given to it in the Conditions.

Due for Payment means the requirement by the Covered Bond Guarantor to pay any Guaranteed Amount following the delivery of a Notice to Pay on the Covered Bond Guarantor:

- (a) prior to the occurrence of a Covered Bond Guarantor Event of Default and the service of a Covered Bond Guarantee Acceleration Notice on the Issuers, the Guarantor and the Covered Bond Guarantor, on the later of:
 - (i) the Original Due for Payment Date; and
 - (ii) in relation to any Guaranteed Amounts in respect of the Final Redemption Amount payable on the Final Maturity Date for a Series of Covered Bonds only, the Extended Due for Payment Date, but only (x) if in respect of the relevant Series of Covered Bonds the Covered Bond Guarantee is subject to an Extended Due for Payment Date pursuant to the terms of the applicable Final Terms and (y) to the extent that the Covered Bond Guarantor having received a Notice to Pay no later than the date falling one Business Day prior to the Extension Determination Date does not pay Guaranteed Amounts equal to the Final Redemption Amount in respect of such Series of Covered Bonds by the Extension Determination Date, as the Covered Bond Guarantor has insufficient moneys available under the Guarantee Priority of Payments to pay such Guaranteed Amounts in full 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 9.2(a) (*Covered Bond Guarantor Events of Default*)) under the terms of the Covered Bond Guarantee or (B) the Extension Determination Date,

or if, in either case, such day is not a Business Day, the next following Business Day. For the avoidance of doubt, Due for Payment does not refer to any earlier date upon which payment of any Guaranteed Amounts may become due under the guaranteed obligations, by reason of prepayment, acceleration of maturity, mandatory or optional redemption or otherwise; or

- (b) following the occurrence of a Covered Bond Guarantor Event of Default, the date on which a Covered Bond Guarantee Acceleration Notice is served on the Issuer and the Covered Bond Guarantor.

Earliest Maturing Covered Bonds means at any time, the Series of the Covered Bonds (other than any Series which is fully collateralised by amounts standing to the credit of the GIC Account) that has or have the earliest Final Maturity Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to the occurrence of a Covered Bond Guarantor Event of Default).

Early Redemption Amount means, in relation to a Series of Covered Bonds, the early redemption amount determined in accordance with Condition 5.8 (*Early Redemption Amounts*) or 5.9 (*Index Linked Redemption Covered Bonds and Dual Currency Redemption Covered Bonds*).

Early Repayment Charges means any charge or fee which a Borrower is required to pay in accordance with the Mortgage Documents applicable to a Mortgage Loan in the event that the Borrower repays all or part of the relevant Mortgage Loan before a specified date.

Establishment Deed means the deed entered into on or about the Programme Date, between the Covered Bond Guarantor, the Issuers, the Guarantor, the Trust Manager, the Bond Trustee, the Security Trustee, the Seller, the Servicer and the Calculation Manager.

Euroclear means Euroclear Bank S.A./N.V.

Excess Proceeds means moneys received (following the occurrence of an Issuer Event of Default and delivery of an Issuer Acceleration Notice and a Notice to Pay) by the Bond Trustee from the Relevant Issuer or the Guarantor or any administrator, receiver, receiver and manager, liquidator, statutory manager or other similar official appointed in relation to the Issuer or the Guarantor.

Exchange Act means the U.S. Securities Exchange Act of 1934, as amended.

Exchange Agent has the meaning given to it in the Conditions.

Exchange Date means on or after the date which is 40 days after a Temporary Bearer Global Covered Bond is issued.

Excluded Swap Termination Amount means in relation to a Swap Agreement, an amount equal to the amount of any termination payment due and payable (a) to the relevant Swap Provider as a result of a Swap Provider Default with respect to such Swap Provider or (b) to the relevant Swap Provider following a Swap Provider Downgrade Event with respect to such Swap Provider.

Excluded Scheduled Interest Amounts and **Excluded Scheduled Principal Amounts** have the meanings given to them in the definitions of Scheduled Interest and Scheduled Principal respectively.

Existing Covered Bonds means, at any time, the Covered Bonds of all Series outstanding at such time.

Extended Due for Payment Date has the meaning given to it in Condition 5.1 (*Final Redemption*).

Extension Determination Date has the meaning given to it in Condition 5.1 (*Final Redemption*).

Extraordinary Resolution means a resolution of the Covered Bondholders passed as such under the terms of the Bond Trust Deed.

Final Maturity Date means, in relation to a Series of Covered Bonds, the Interest Payment Date specified as such in the applicable Final Terms on which such Series of Covered Bonds is required to be redeemed in accordance with Condition 5 (*Redemption and Purchase*).

Final Redemption Amount means, in relation to a Series of Covered Bonds, the meaning given in the applicable Final Terms.

Final Terms means the final terms prepared in relation to each Series or Tranche of Covered Bonds issued under the Programme (substantially in the form set out in the Prospectus) and giving details of that Series or Tranche and, in relation to any particular Series or Tranche of Covered Bonds and which will constitute final terms for the purposes of Article 5.4 of the Prospectus Directive.

Financial Year means a period of 12 months ending on and including the next following Annual Accounting Date, except for the first Financial Year which is the period beginning on the Programme Date and ending on 30 June 2012.

Fitch means Fitch Australia Pty Ltd. and includes any successor to its ratings business.

Floating Rate has the meaning given to it in Condition 4.2(d) (*Interest on Floating Rate Covered Bonds and Index Linked Interest Covered Bonds*).

Floating Rate Payer Spread has the meaning given to it in the applicable Covered Bond Swap Agreement.

FSMA means the United Kingdom Financial Services and Markets Act 2000.

Further Advances means in relation to a Mortgage Loan in the Mortgage Loan Portfolio, any advances of further money to the relevant Borrower following the making of the initial advance of monies in respect of such Mortgage Loan (**Initial Advance**) which is secured by the same Mortgage as the Initial Advance and is recorded on the same account as the Initial Advance, and each a **Further Advance**. It does not include a Cash Redraw.

GIC Account means the account in the name of the Covered Bond Guarantor held with the Account Bank and maintained subject to the terms of the Account Bank Agreement and the Security Deed and/or such additional or replacement account as may from time to time be in place pursuant to the terms of the Account Bank Agreement and the Security Deed.

Global Covered Bond has the meaning given to it in the Conditions.

GST means goods and services tax chargeable under the Goods and Services Tax Act 1985 (New Zealand).

Guarantee means the unconditional and irrevocable guarantee by the Guarantor in clause 7 of the Bond Trust Deed.

Guarantee Priority of Payments has the meaning given to it on page 182.

Guaranteed Amounts means (a) prior to the service of a Covered Bond Guarantee Acceleration Notice, with respect to any Original Due for Payment Date or, if applicable, any Extended Due for Payment Date, the sum of Scheduled Interest and Scheduled Principal, in each case, payable on that Original Due for Payment Date or, if applicable, any Extended Due for Payment Date, or (b) after service of a Covered Bond Guarantee Acceleration Notice, an amount equal to the relevant Early Redemption Amount as specified in the Conditions plus all accrued and unpaid interest and any other amounts due and payable in respect of the Covered Bonds, including all Excluded Scheduled Interest Amounts, all Excluded Scheduled Principal Amounts (whenever the same arose) and all amounts payable by the Covered Bond Guarantor under the Bond Trust Deed.

Guarantor means ASBBL as guarantor in respect of Covered Bonds issued by ASBFL pursuant to the Guarantee.

Hard Bullet Covered Bonds means a Series of Covered Bonds which is scheduled to be redeemed in full on the Final Maturity Date for such Covered Bonds and without any provision for scheduled redemption other than on the Final Maturity Date.

Higher Redemption Amount means the amount (if any) specified in the applicable Final Terms.

Index Linked Covered Bond has the meaning given to that term in Condition 1 (*Form, Denomination and Title*).

Index Linked Interest Covered Bond has the meaning given to that term in Condition 1 (*Form, Denomination and Title*).

Index Linked Redemption Covered Bond has the meaning given to that term in Condition 1 (*Form, Denomination and Title*).

Initial Advance has the meaning given to it in the definition of Further Advance.

Insolvency Event means in respect of a person (for the purposes of this paragraph the **Relevant Entity**) the happening of any of these events:

- (a) a statutory manager is appointed in respect of the Relevant Entity under the Corporations (Investigation and Management) Act 1989 (New Zealand) or the RBNZ Act;
- (b) except for the purpose of a solvent reconstruction or amalgamation:
 - (A) an application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a court or other steps (other than frivolous or vexatious applications, proceedings, notices and steps which, in the case of an application, is stayed within 15 Local Business Days) are taken for:
 - (aa) the liquidation, dissolution or bankruptcy of the Relevant Entity; or
 - (bb) the Relevant Entity entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them; or
 - (B) the Relevant Entity ceases, suspends or threatens to cease or suspend the conduct of all or substantially all of its business or disposes of or threatens to dispose of substantially all of its assets; or
- (c) the Relevant Entity is, or under applicable legislation is taken to be, unable to pay its debts (other than as the result of a failure to pay a debt or claim the subject of a good faith dispute) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (d) a receiver, receiver and manager, trustee or similar officer is appointed (by the Relevant Entity or by any other person) to all or substantially all of the assets and undertaking of the Relevant Entity or any part thereof and such appointment is not revoked within 15 Local Business Days;

- (e) an administrator is appointed to the Relevant Entity or any steps are taken for the appointment of an administrator to the relevant corporation; or
- (f) anything analogous to an event referred to in subparagraphs (a) to (e) (inclusive) or having substantially similar effect, occurs with respect to the Relevant Entity under the laws of any applicable jurisdiction.

Insurance Contracts means any insurance contract or policy arranged by the Seller from time to time and in which the Seller has an interest relating to the Mortgage Loans in the Mortgage Loan Portfolio, and **Insurance Contract** means any one of them.

Insurance Policies means any insurance policy (whether present or future) under which improvements on the Land the subject of a Mortgage or a Related Security are insured against destruction or damage by events which include fire.

Intercompany Loan Agreement means the intercompany loan agreement dated on or about the Programme Date, between the Intercompany Loan Provider, the Covered Bond Guarantor, the Trust Manager, the Seller, the Calculation Manager and the Security Trustee.

Intercompany Loan Drawdown Date means, in relation to a Term Advance, the date specified in the Intercompany Loan Drawdown Request for the making of the Term Advance, which must be a Local Business Day.

Intercompany Loan Drawdown Request means a request substantially in the form of schedule 3 to the Intercompany Loan Agreement.

Intercompany Loan Interest Payment Date means, in relation to a Term Advance, the date specified in the Term Advance Notice.

Intercompany Loan Provider means ASBBL.

Interest Amount has the meaning given to it in Condition 4.2(h) (*Determination of Rate of Interest and Calculation of Interest Amount*).

Interest Commencement Date in relation to a Series of Covered Bonds has the meaning given to it in the applicable Final Terms.

Interest Payment Date has the meaning given to it in the applicable Final Terms.

Interest Period has the meaning given to it in Condition 4.1(a) (*Interest on Fixed Rate Covered Bonds*).

Interest Rate Shortfall has the meaning given to it on page 152.

Interest Rate Shortfall Test has the meaning given to it on page 152.

ISDA means the International Swaps and Derivatives Association, Inc.

ISDA Master Agreement means the ISDA 2002 master agreement, as published by ISDA.

Issue Date means, in relation to any Series or Tranche, the date on which such Series or Tranche has been issued or, if not yet issued, the date agreed between the Relevant Issuer and the Relevant Dealer or the Lead Manager, as the case may be, for the issue of such Series or Tranche.

Issue Price means, in relation to a Series or Tranche (as applicable) of Covered Bonds, the price, generally expressed as a percentage of the nominal amount of the Covered Bonds, at which the Covered Bonds will be issued and which is specified in the applicable Final Terms.

Issuer means ASBFL (in respect of Covered bonds issued by ASBFL) or ASBBL (in respect of Covered Bonds issued by ASBBL), and **Issuers** means both of them and references to the **relevant Issuer** or **Relevant Issuer** shall in relation to any Series or Tranche of Covered Bonds be references to the Issuer which is, or is intended to be, the Issuer of such Covered Bonds as indicated in the applicable Final Terms.

Issuer Acceleration Notice has the meaning given to it in Condition 9.1 (*Issuer Events of Default*).

Issuer Event of Default has the meaning given to it in Condition 9.1 (*Issuer Events of Default*).

Land means:

- (a) any estate or interest whether at law or in equity in freehold or leasehold land situated in New Zealand, including all improvements on that land; and
- (b) any unit and any lot, common property and land comprising a unit within the meaning of the Unit Titles Act 1972 (New Zealand).

Latest Valuation means, in relation to a Property, the value given to the Property by the most recent Valuation Report held on the applicable Loan Files or the purchase price of the Property (if there is no Valuation Report).

Lead Manager has the meaning given to it in the Programme Agreement.

Ledger means each of the following:

- (a) the Principal Ledger;
- (b) the Revenue Ledger;
- (c) the Pre-Maturity Ledger;
- (d) the Reserve Ledger;
- (e) each Swap Collateral Ledger;
- (f) each Covered Bond Ledger;
- (g) the Collection Period Interest Ledger;
- (h) the Deferred Consideration Ledger;
- (i) the Residual Income Beneficiary Ledger;
- (j) the Term Advances Ledger; and
- (k) the Demand Loan Ledger,

and references to **Ledgers** shall be any two or more of such ledgers.

Legend has the meaning given to it in the Principal Agency Agreement.

Legended Covered Bonds has the meaning given to that term in the Principal Agency Agreement.

Liabilities means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, actions, proceedings or other liabilities whatsoever including properly incurred legal fees and penalties incurred by that person, and **Liability** shall be construed accordingly.

Liability Payment has the meaning given to it in clause 5.4 of the Mortgage Sale Agreement.

LINZ means Land Information New Zealand.

Loan Agreement means, with respect to a Mortgage Loan, any agreement, schedule, terms and condition, letter, application, approval or other document (other than the relevant Mortgage Documents) relating to the provision of financial accommodation by the Seller to the Borrower in connection with that loan.

Loan Files in relation to a Mortgage Loan, means the Mortgage Documents relating to the Mortgage Loan and all other books, records, paper and electronic files (whether originals or copies) relating to the Mortgage Loan.

Local Business Day means any day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Auckland, Wellington and Sydney.

LVR Adjusted Mortgage Loan Balance Amount has the meaning given to it on page 158.

Majority Secured Creditors means Secured Creditors whose Secured Obligations amount in aggregate to more than 66 per cent. of the total Secured Obligations.

Management Agreement means the management agreement entered into on or about the Programme Date, between the Seller, the Servicer, the Account Bank, the Calculation Manager, the Covered Bond Guarantor, the Trust Manager and the Security Trustee.

Margin has the meaning given to it in the applicable Final Terms.

Minimum Redemption Amount means in respect of a Series or Tranche of Covered Bonds, the amount (if any) specified in the applicable Final Terms.

Moody's means Moody's Investors Service Pty Limited and includes any successor to its rating business.

Mortgage in relation to Mortgage Loan means each registered mortgage over Land situated in New Zealand, and appearing on the Seller's records as securing, amongst other things, the repayment of that Mortgage Loan and the payment of interest and all other moneys in respect of that Mortgage Loan notwithstanding that by its terms the mortgage may secure other liabilities to the Seller. If, at any time after the relevant Transfer Date, a mortgage is substituted for an existing Mortgage or added as security for an existing Mortgage Loan, then, with effect from the date of such addition or substitution the definition of "Mortgage" will mean the substituted mortgage or include the additional mortgage, as the case may be.

Mortgage Documents in relation to a Mortgage Loan means:

- (a) the Loan Agreement (other than the Mortgage) relating to that Mortgage Loan;
- (b) any registration confirmation, notification or statement (if any) which the Seller has in its files evidencing the Mortgage in relation to that Mortgage Loan (including any document evidencing any substituted or additional Mortgage);
- (c) the Related Security documents in relation to that Mortgage Loan;
- (d) any Insurance Policy (or certificate of currency for the Insurance Policy) held by the Seller in respect of the Mortgage or the Related Securities in relation to that Mortgage Loan;
- (e) any deed of priority or its equivalent in writing entered into in connection with the Related Security in relation to that Mortgage Loan;
- (f) all other documents required to evidence the Seller's or the Covered Bond Guarantor's interest in the Land, the Mortgage and any other Related Security; and
- (g) any amendment or replacement of or to any of the foregoing such documents which is entered into, and under which rights arise, whether before or after the Transfer Date.

Mortgage Loan means, unless otherwise specified, a mortgage loan originated by the Seller referenced by its mortgage loan identifier number and comprising the aggregate of all principal sums, interest, costs, charges, expenses and other monies due or owing with respect to that mortgage loan under the relevant Mortgage Documents by a Borrower on the security of a Mortgage from time to time outstanding or, as the context may require, the Borrower's obligations in respect of the same but excluding, for the avoidance of doubt, any Associated Debt.

Mortgage Loan Portfolio means on any particular date, each New Mortgage Loan Portfolio sold to the Covered Bond Guarantor pursuant to the terms of the Mortgage Sale Agreement up to (and including) such date, after taking account of, among other things, amortisation of the Mortgage Loans and the addition and/or removal of Mortgage Loans and the Related Security to or from the Mortgage Loan Portfolio since the Programme Date.

Mortgage Loan Principal Receipts means any payment in respect of principal received from time to time in respect of any Mortgage Loan in the Mortgage Loan Portfolio (including, without limitation whether as all or part of a Mortgage Loan Scheduled Payment by a Borrower on the relevant Mortgage Loan, on redemption (in whole or in part), on enforcement or on disposal of such Mortgage Loan or otherwise (including pursuant to any Insurance Policy)).

Mortgage Loan Rate means the rate at which interest accrues on a Mortgage Loan from time to time.

Mortgage Loan Repurchase Notice means the notice served upon the Seller (copied to the Trust Manager and the Security Trustee) by the Covered Bond Guarantor requiring the repurchase by the Seller of specified Mortgage Loans and the Related Security, as set out in schedule 3 to the Mortgage Sale Agreement.

Mortgage Loan Revenue Receipts means any payment received from time to time in respect of any Mortgage Loan in the Mortgage Loan Portfolio, which is not a Mortgage Loan Principal Receipt (whether as all or part of a Mortgage Loan Scheduled Payment by a Borrower on the relevant Mortgage Loan, on redemption (in whole or in part), on enforcement or on disposal of such Mortgage Loan or otherwise (including pursuant to any Insurance Policy)).

Mortgage Loan Scheduled Payment means in respect of a Mortgage Loan, the amount which the applicable Mortgage Documents require a Borrower to pay on a Mortgage Loan Scheduled Payment Date in respect of such Mortgage Loan.

Mortgage Loan Scheduled Payment Date means, in relation to any Mortgage Loan, the day on which a Borrower is required to make a payment of interest and, if applicable, principal in accordance with the Mortgage Documents applicable to such Mortgage Loan.

Mortgage Loan System means the electronic and manual reporting database used by the Servicer to monitor Mortgage Loans, as updated and amended or replaced from time to time.

Mortgage Sale Agreement means the mortgage sale agreement entered into on or about the Programme Date, between the Seller, the Covered Bond Guarantor, the Trust Manager and the Security Trustee.

Negative Carry Factor has the meaning given to it on page 159.

Net Annual Income means the net income of the Trust under the provisions of the Income Tax Act 2007 (New Zealand) for a Financial Year reduced to the extent of any available tax loss the Trust is able to subtract from that net income, provided that Net Annual Income for a Financial Year shall not be less than zero.

New Mortgage Loans means Mortgage Loans which the Seller may transfer to the Covered Bond Guarantor pursuant to the Mortgage Sale Agreement.

New Mortgage Loan Portfolio means a portfolio of New Mortgage Loans and the Related Security (other than any New Mortgage Loans and the Related Security included in such portfolio which have been redeemed in full prior to the relevant Transfer Date in respect of such portfolio), particulars of which are set out in, or attached to, a New Mortgage Loan Portfolio Notice, and all right, title, interest and benefit of the Seller in and to the rights and assets set out in paragraphs (a) to (f) (inclusive) below:

- (a) all sums of principal and interest (including, for the avoidance of doubt, all Arrears of Interest that are currently due and payable as at the Transfer Date, and all interest and expenses that have been capitalised) and any other sum due or to become due under or in respect of such New Mortgage Loans and the Related Security after the Transfer Date (but excluding, for the avoidance of doubt, all Accrued Interest as at the Transfer Date) in respect of such New Mortgage Loans and including, without limitation, the right to demand, sue for, recover and give receipts for all such principal, interest or other amounts, the right to sue on all covenants and undertakings made or expressed to be made in favour of the Seller under the applicable Mortgage Documents;
- (b) the benefit of all other securities for such principal, interest and other sums payable (including without limitation any interest of the Seller in any life policy), any guarantee in respect of such New Mortgage Loans and any other collateral security for the repayment of the relevant Mortgage Loans secured by the Related Security;
- (c) the right to exercise all the powers of the Seller in relation thereto subject to and in accordance with the relevant Mortgage Documents;
- (d) all the estate, title and interest in the Properties in relation thereto vested in the Seller;
- (e) to the extent they are assignable or capable of being put into trust, each certificate of title and Valuation Report and any right of action of the Seller against any solicitor, valuer or other person in connection

with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any such New Mortgage Loans and the Related Security, or any part thereof affecting the decision of the Seller to make or offer to make such Mortgage Loans or part thereof; and

- (f) the benefit of certain Insurance Contracts, in each case so far as they relate to such New Mortgage Loans comprised in that portfolio of New Mortgage Loans and the Related Security, including the right to receive the proceeds of all claims made or to be made by or on behalf of the Seller or to which the Seller is or may become entitled.

New Mortgage Loan Portfolio Notice means a notice substantially in the form set out in schedule 2 to the Mortgage Sale Agreement served in accordance with the terms of the Mortgage Sale Agreement.

New Product Type means, at any time, a new type of mortgage loan originated or acquired by the Seller, the terms and conditions of which are materially different (in the opinion of the Seller, acting reasonably) from the Mortgage Loans in the Mortgage Loan Portfolio at that time. For the avoidance of doubt, a Mortgage Loan will not constitute a New Product Type if it differs from the Mortgage Loans in the Mortgage Loan Portfolio due to it having different interest rates and/or interest periods and/or time periods for which it is subject to a fixed rate, capped rate, tracker rate or any other interest rate or the benefit of any discounts, cash-backs and/or rate guarantees.

New Secured Creditor means any person which becomes a Secured Creditor after the Programme Date pursuant to and in accordance with the Security Deed.

NGCB means a Temporary Bearer Global Covered Bond or a Permanent Bearer Global Covered Bond, in either case in respect of which the applicable Final Terms specify that it is a new global covered bond.

Notice to Pay means the notice to pay served by the Bond Trustee on the Covered Bond Guarantor pursuant to the Covered Bond Guarantee which requires the Covered Bond Guarantor to make payments of Guaranteed Amounts when they shall become Due for Payment in accordance with the terms of the Covered Bond Guarantee.

NZ Companies Act means the Companies Act 1993 (New Zealand).

NZ Dollars means the lawful currency of New Zealand.

NZ Dollar Equivalent means in relation to an amount which is denominated in (a) a currency other than NZ Dollars, the NZ Dollar equivalent of such amount ascertained using the relevant Swap Rate and (b) NZ Dollars, the applicable amount in NZ Dollars.

NZ Dollar Transaction Account means the NZ Dollar account designated as the Transaction Account in the name of the Covered Bond Guarantor, held with the Account Bank and maintained subject to the terms of the Account Bank Agreement and the Security Deed.

Omnibus Proxy means the omnibus proxy sent by DTC to the Issuer as soon as possible after the record date in accordance with DTC's usual procedures.

Original Due for Payment Date means the date on which the Scheduled Payment Date in respect of such Guaranteed Amount 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 or if the applicable Final Terms specified that an Extended Due for Payment Date is applicable to the relevant Series of Covered Bonds, the Interest Payment Date falling on the Final Maturity Date as if such date had been the Extended Due for Payment Date.

Outstanding or outstanding means, in relation to the Covered Bonds of all or any Series, all the Covered Bonds of such Series issued other than:

- (a) those Covered Bonds which have been redeemed in full and cancelled pursuant to the Trust Presents and/or the Conditions;
- (b) those Covered Bonds in respect of which the date (including, where applicable, any deferred date) for redemption in accordance with the Conditions has occurred and the redemption monies (including all interest payable thereon) have been duly paid to the Bond Trustee or to the Principal Paying Agent in

the manner provided in the Principal Agency Agreement (and where appropriate notice to that effect has been given to the relative Covered Bondholders in accordance with Condition 12 (*Notices*) and remain available for payment against presentation of the relevant Covered Bonds and/or Receipts and/or Coupons;

- (c) those Covered Bonds which have been purchased and cancelled in accordance with Condition 5.10 (*Purchase and Cancellation*) and any equivalent provision in the Conditions;
- (d) those Covered Bonds which have become void or in respect of which claims have become prescribed, in each case under Condition 8 (*Prescription*);
- (e) those mutilated or defaced Covered Bonds which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 11 (*Replacement of Covered Bonds, Receipts, Coupons and Talons and Exchange of Talons*);
- (f) (for the purpose only of ascertaining the Principal Amount Outstanding of the Covered Bonds outstanding and without prejudice to the status for any other purpose of the relevant Covered Bonds) those Covered Bonds which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 11 (*Replacement of Covered Bonds, Receipts, Coupons and Talons and Exchange of Talons*);
- (g) any Global Covered Bond to the extent that it shall have been exchanged for definitive Covered Bonds or another Global Covered Bond pursuant to its provisions, the provisions of the Trust Presents and the Principal Agency Agreement; and
- (h) those Legended Covered Bonds which have been exchanged for Covered Bonds bearing no Legend pursuant to their provisions, the provisions of the Trust Presents and the Principal Agency Agreement,

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of the holders of the Covered Bonds of any Series, to give instruction or direction to the Bond Trustee and for the purposes of a resolution in writing as envisaged by paragraph 20 of Schedule 4 (Provisions of Meetings for Covered Bondholders) to the Bond Trust Deed;
- (ii) the determination of how many and which Covered Bonds of any Series are for the time being outstanding for the purposes of Clause 10 (Proceedings, Action And Indemnification) of the Bond Trust Deed, Conditions 9 and 10 and paragraphs 2, 5, 6, and 9 of schedule 4 (Provisions for Meetings of Covered Bondholders) to the Bond Trust Deed;
- (iii) any discretion, power or authority (whether contained in the Trust Presents or vested by operation of law) which the Bond Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the holders of the Covered Bonds of any Series; and
- (iv) the determination by the Bond Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the holders of the Covered Bonds of any Series,

those Covered Bonds of the relevant Series (if any) which are for the time being held by or on behalf of or for the benefit of the Issuer, the Guarantor or the Covered Bond Guarantor, any Subsidiary or holding company of any of them or any other Subsidiary of any such holding company, in each case as beneficial owner shall (unless and until ceasing to be so held) be deemed not to remain outstanding except in the case of the Issuer, the Guarantor or the Covered Bond Guarantor, any Subsidiary or holding company of any of them or any other Subsidiary of any such holding company (each a **Relevant Person**) holding, by itself or together with any other Relevant Person, all of the Covered Bonds then outstanding or, in respect of a Series of Covered Bonds holds all Covered Bond of such Series.

Overpayment means in respect of a Mortgage Loan in the Mortgage Loan Portfolio, any additional amounts of Mortgage Loan Principal Receipts received above the regular Mortgage Loan Scheduled Payments due in respect of such Mortgage Loan, paid by the relevant Borrower which (a) is permitted by the terms of such Mortgage Loan or by agreement with the Borrower and (b) reduces the Current Principal Balance of such Mortgage Loan.

Partial Portfolio means part of any portfolio of Selected Mortgage Loans.

Partly-Paid Covered Bonds means Covered Bonds which are only partly paid up on issue, in respect of which interest will accrue in accordance with Condition 4 (*Interest*) on the paid-up nominal amount of such Covered Bonds or on such other basis as may be agreed between the Issuer and the Relevant Dealer(s) and indicated in the applicable Final Terms.

Paying Agent has the meaning given to it in the Conditions.

Payment Holiday means, in relation to a Mortgage Loan, a period of one or more scheduled payment dates under the Mortgage Loan when the relevant Borrower is permitted by the Seller not to make the payments due on such scheduled payments dates and the deferred payments are capitalised to the principal amount of the Mortgage Loan.

Perfection of Title Event has the meaning given to it on page 141.

Permanent Bearer Global Covered Bond means a global bearer covered bond in the form or substantially in the form set out in Part 2 (Form of Permanent Bearer Global Covered Bond) of schedule 2 (Forms of Global and Definitive Covered Bonds, Receipts, Coupons and Talons) to the Bond Trust Deed together with the copy of the applicable Final Terms annexed thereto and with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the Relevant Dealer(s), comprising some or all of the Covered Bonds of the same Series, issued by the Issuer and the Relevant Dealer(s) relating to the Programme, the Principal Agency Agreement and the Trust Presents in exchange for the whole or part of any Temporary Bearer Global Covered Bond issued in respect of such Covered Bonds.

Permitted Investments means:

- (a) Mortgage Loans and the Related Security;
- (b) Substitution Assets;
- (c) Authorised Investments; and
- (d) amounts deposited in the Trust Accounts,

in each case acquired in accordance with the Programme Documents, and **Permitted Investment** means any of them.

PLA means the Property Law Act 2007 (New Zealand).

Post-Enforcement Priority of Payments has the meaning given to it on page 186.

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.

PPSA means the Personal Property Securities Act 1999 (New Zealand).

PPSR means the Personal Property Securities Register established under section 139 of the PPSA.

Pre-Acceleration Priority of Payments means the Pre-Acceleration Principal Priority of Payments and/or the Pre-Acceleration Revenue Priority of Payments, as the context requires.

Pre-Acceleration Principal Priority of Payments has the meaning given to it on page 180.

Pre-Acceleration Revenue Priority of Payments has the meaning given to it on page 177.

Pre-Maturity Demand Loan Advance means a Demand Loan Advance requested by the Covered Bond Guarantor under the Demand Loan Facility in an amount (determined by the Calculation Manager) sufficient to ensure that there shall be an amount standing to the credit of the Pre-Maturity Ledger of the GIC Account equal to the NZ Dollar Equivalent of the Required Redemption Amount for each Series of Hard Bullet Covered Bonds in respect of which the Pre-Maturity Test has been breached.

Pre-Maturity Ledger means the ledger maintained by the Trust Manager pursuant to the Management Agreement to record the credits and debits of moneys available to repay any Series of Hard Bullet Covered Bonds on the Final Maturity Date thereof if the Pre-Maturity Test in respect of such Series of Hard Bullet Covered Bonds has been breached.

Pre-Maturity Test, in respect of a Series of Hard Bullet Covered Bonds, will be breached on any Pre-Maturity Test Date, if ASBBL's short-term credit rating from Moody's falls to P-2 (or lower) or from Fitch falls to F1 (or lower) and the Final Maturity Date of the Series of Hard Bullet Covered Bonds will fall within 12 months from the relevant Pre-Maturity Test Date.

Pre-Maturity Test Date means each Local Business Day during the Pre-Maturity Test Period.

Pre-Maturity Test Period means, in relation to a Series of Hard Bullet Covered Bonds, in respect of ASBBL's short-term credit rating from Moody's or from Fitch, the period commencing on the day 12 months prior to the Final Maturity Date of the Series.

Principal Agency Agreement means the principal agency agreement dated on or about the Programme Date (such agency agreement as amended and/or supplemented and/or restated from time to time) and made between the Issuers, the Guarantor, the Covered Bond Guarantor, the Bond Trustee, the Principal Paying Agent, the Transfer Agent, the Exchange Agent and the Registrar.

Principal Amount Outstanding in respect of a Covered Bond means the outstanding principal amount of that Covered Bond.

Principal Ledger means the ledger of such name maintained by the Trust Manager pursuant to the Management Agreement to record the credits of certain items described in the definition of Available Principal Receipts and debits in accordance with the terms of the Establishment Deed.

Principal Paying Agent has the meaning given to it in the Conditions.

Priorities of Payments means the orders of priority for the allocation and distribution of amounts standing to the credit of the Trust Accounts in different circumstances, and each a **Priority of Payments**.

Product Switch means a variation, from time to time, in the Mortgage Documents applicable to a Borrower's Mortgage Loan which results in the Mortgage Loan changing to a New Product Type.

Programme means the covered bond programme established by ASBBL and ASBFL.

Programme Agreement means the agreement dated 1 September 2011, entered into by the Issuers, the Guarantor, the Covered Bond Guarantor, the Seller, the Arranger and the Dealers to agree a basis upon which the Dealer(s) or any of them may from time to time agree to purchase Covered Bonds.

Programme Date means 11 August 2011.

Programme Documents means the following documents:

- (a) Mortgage Sale Agreement (and any documents entered into (including but not limited to any document setting out particulars of each New Mortgage Loan Portfolio) pursuant to the Mortgage Sale Agreement);
- (b) Servicing Agreement;
- (c) Asset Monitor Agreement;
- (d) Intercompany Loan Agreement;
- (e) Demand Loan Agreement;

- (f) Establishment Deed;
- (g) Management Agreement;
- (h) Total Return Swap Agreement;
- (i) each Covered Bond Swap Agreement;
- (j) Account Bank Agreement;
- (k) Security Deed (and any documents entered into pursuant to the Security Deed, including without limitation each Deed of Accession);
- (l) Delegation Agreement;
- (m) Bond Trust Deed;
- (n) Programme Agreement;
- (o) Principal Agency Agreement;
- (p) each Subscription Agreement (as defined in the Programme Agreement and as applicable in the case of each issue of listed Covered Bonds subscribed pursuant to a subscription agreement);
- (q) Seller's Power of Attorney; and
- (r) this Definitions Schedule,

and each document, agreement or deed ancillary or supplemental to any of such documents or any document, agreement or deed specified by the Issuers, the Guarantor, the Covered Bond Guarantor and the Security Trustee as a Programme Document and each a **Programme Document**.

Programme Resolution has the meaning given to it in Condition 10.1 (*Meetings*)

Property means Land which is subject to a Mortgage.

Prudent Mortgage Lender means a reasonably prudent residential mortgage lender lending to borrowers in New Zealand who generally satisfy the lending criteria of traditional sources of residential mortgage capital.

Purchase Price means:

- (a) in relation to a Mortgage Loan and the Related Security being sold an amount equal to the sum of the Current Principal Balance and Arrears of Interest (if any) on the Transfer Date of the Mortgage Loan; and
- (b) in relation to a Mortgage Loan Portfolio, means an amount equal to the sum of the aggregate of the Current Principal Balances and all Arrears of Interest (if any) on the Transfer Date of the Mortgage Loans in the Mortgage Loan Portfolio.

Purchaser means the Seller or any third party to whom the Covered Bond Guarantor offers to sell Selected Mortgage Loans.

Put Notice has the meaning given to it in Condition 5.4 (*Redemption at the Option of Covered Bondholders (Investor Put)*).

QIB has the meaning given to it in Condition 2.9 (*Definitions*).

Qualified Institution means a Bank (i) which pays any relevant interest in the ordinary course of its business and (ii) whose short term, unsecured, unsubordinated and unguaranteed debt obligations are rated at least P-1 by Moody's, and F1 by Fitch and (iii) whose long term, unsecured, unsubordinated and unguaranteed debt obligations are rated at least A by Fitch or, in the case of (ii) and (iii), such other lower rating as Fitch and/or Moody's may require in order to maintain the then current ratings of the Covered Bonds.

Qualifying Borrower means a Borrower which:

- (a) is not a Borrower in respect of a Mortgage Loan subject to a Default; and
- (b) to the best of the Seller's knowledge is not dead, bankrupt or insane,

and any other person which, notwithstanding this definition, the Covered Bond Guarantor approves and notifies in writing to the Seller as being a **Qualifying Borrower**.

Qualifying Mortgage Loan means a Mortgage Loan which satisfies the qualifying mortgage loan eligibility criteria set out on page 140.

Rating Agencies means Moody's and Fitch or their successors, to the extent they provide ratings in respect of the Covered Bonds, and each a **Rating Agency**.

Rating Affirmation Notice means, in relation to an event or circumstances, a notice in writing from the Trust Manager to the Covered Bond Guarantor (and copied to the Seller and each Rating Agency) confirming that it has notified the Rating Agencies of the event or circumstances and that the Trust Manager is satisfied, for the purposes of the Programme Documents, following discussions with the Rating Agencies, that the event or circumstances, as applicable, will not result in a reduction, qualification or withdrawal of the ratings then assigned by the Rating Agencies and if a Rating Agency confirmation is required for the purposes of the Programme Documents and the Rating Agency does not consider such confirmation necessary the Trust Manager shall be entitled to assume that the then current rating of the Covered Bonds from that Rating Agency will not be downgraded, qualified or withdrawn by such Rating Agency as a result of such event or circumstance.

RBNZ means the Reserve Bank of New Zealand.

RBNZ Act means the Reserve Bank of New Zealand Act 1989 (New Zealand).

Receiptholders has the meaning given to it in the Conditions.

Receipts has the meaning given to it in the Conditions.

Receiver means any person or persons appointed (and any additional person or persons appointed or substituted pursuant thereto) by the Security Trustee as a receiver, manager, or receiver and manager of the property charged or secured under the Security Deed.

Reference Banks means ASBBL, ANZ National Bank Limited, Bank of New Zealand and Westpac New Zealand Limited.

Register means the register of holders of the Registered Covered Bonds maintained by the Registrar.

Registered Covered Bonds means Covered Bonds issued in registered form (being Registered Global Covered Bonds and/or Registered Definitive Covered Bonds, as the case may be).

Registered Definitive Covered Bond has the meaning given to it in the Conditions.

Registered Global Covered Bond has the meaning given to it in the Conditions.

Registrar has the meaning given to it in the Conditions.

Regulation S means Regulation S under the Securities Act.

Regulation S Covered Bond means a Covered Bond represented by a Regulation S Global Covered Bond and/or a Definitive Regulation S Covered Bond, as the context may require.

Regulation S Global Covered Bond means a Global Covered Bond representing Covered Bonds sold to non-U.S. persons outside the United States in reliance on Regulation S and substantially in the form set out in Part 7 of Schedule 2 to the Bond Trust Deed with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the Relevant Dealer(s) or Lead Manager (in the case of syndicated issues).

Related Company has the meaning given to it in section 2(3) of the NZ Companies Act, but as if the expression "company" includes a "body corporate".

Related Security means in relation to a Mortgage Loan, the security for the repayment of that Mortgage Loan including the relevant Mortgage and all other documents, matters and things related thereto and which constitute all or part of the security for the payment of all sums due in respect of the Mortgage Loan, including for the avoidance of doubt, guarantees, security over life policies, and any replacement security for a Mortgage Loan that is transferred to the Covered Bond Guarantor in accordance with the Mortgage Sale Agreement, and with respect to any Related Security that constitutes an All Moneys Mortgage, the beneficial interest of the Covered Bond Guarantor in the All Moneys Mortgage Trust declared in respect of that Mortgage.

Relevant Date has the meaning given to it in Condition 7 (*Taxation*).

Relevant Dealer means, in the case of an issue of Covered Bonds being, or intended to be, subscribed by more than one Dealer, all such Dealers.

Relevant Spread means (A) in the case of a Series of floating rate Covered Bonds the Specified Currency of which is NZ Dollars, the Margin for the Series specified in the applicable Final Terms; and (B) in any other case the Floating Rate Payer Spread specified in the applicable Covered Bond Swap.

Reporting Statement means the statement (which may be in electronic form) prepared by the Servicer in accordance with the Servicing Agreement in a form agreed by the Trust Manager, the Servicer and the Covered Bond Guarantor.

Representations and Warranties means the representations and warranties summarised on pages 142 to 145.

Repurchase Date means the date of completion of a repurchase of a Mortgage Loan by the Seller from the Covered Bond Guarantor in accordance with the Mortgage Sale Agreement.

Repurchase Price means, in relation to a Mortgage Loan and the Related Security being repurchased, an amount equal to the sum of the Current Principal Balance and all Accrued Interest and Arrears of Interest (if any) on the Repurchase Date of the Mortgage Loan.

Required Current Principal Balance Amount has the meaning given to it on page 162.

Required Redemption Amount means, in respect of a Series of Covered Bonds, the amount calculated in accordance with the following formula:

$$A \times \left(1 + \left(B \times \frac{C}{365} \right) \right)$$

where,

A = the Principal Amount Outstanding of the relevant Series of Covered Bonds;

B = the Negative Carry Factor; and

C = days to maturity of the relevant Series of Covered Bonds.

Reserve Fund means the reserve fund established by the Covered Bond Guarantor (or the Trust Manager on its behalf) in the GIC Account which will be credited with the proceeds of Available Revenue Receipts or a Term Advance up to an amount equal to the Reserve Fund Required Amount in accordance with the applicable Priority of Payments.

Reserve Fund Required Amount means if ASB's short-term credit rating from Moody's and Fitch is at least P-1 (Moody's) and F1+ (Fitch), nil or such other amount as ASB shall advise the Covered Bond Guarantor from time to time and otherwise, an amount equal to the sum of:

- (a) the higher of the NZ Dollar Equivalent of the interest:
 - (i) that will accrue on each Series of Covered Bonds within the next three months; and

- (ii) due for payment on each Series of Covered Bonds within the next three months; and
- (b) an amount equal to one quarter of the anticipated aggregate annual amount payable in respect of the items specified in paragraphs (a) and (b) of the Pre-Acceleration Revenue Priority of Payments.

Reserve Ledger means the ledger of such name maintained by the Trust Manager pursuant to the Management Agreement, to record the crediting of amounts to the Reserve Fund in accordance with the terms of the Establishment Deed and the debiting of such Reserve Fund in accordance with the terms of the Programme Documents.

Residual Income Beneficiary Ledger means the ledger of such name maintained by the Trust Manager in accordance with the Management Agreement.

Revenue Ledger means the ledger of such name maintained by the Trust Manager pursuant to the Management Agreement to record credits of certain items described in the definition of Available Revenue Receipts and debits in accordance with the terms of the Establishment Deed.

Rule 144A means Rule 144A under the Securities Act.

Rule 144A Covered Bond means either a Covered Bond represented by a Rule 144A Global Covered Bond and/or a Definitive Rule 144A Covered Bond, as the context may require.

Rule 144A Global Covered Bond means a Global Covered Bond representing Covered Bonds sold in the United States to QIBs pursuant to Rule 144A and substantially in the form set out in Part 7 of Schedule 2 to the Bond Trust Deed with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the Relevant Dealer(s) or the Lead Manager (in the case of syndicated issues).

Sale Date means, in relation to a Mortgage Loan, either the Transfer Date or the Repurchase Date, as the case may be.

Sale Proceeds means the cash proceeds realised from the sale of Selected Mortgage Loans and the Related Security.

SASPL means Securitisation Advisory Services Pty. Limited (ABN 88 064 133 946).

Scheduled Balance in relation to a Mortgage Loan means the amount that would be owing on that Mortgage Loan at the date of determination if the Borrower had made, prior to that date, the minimum payments required under the Mortgage Loan.

Scheduled Interest means an amount equal to the amount in respect of interest which would have been due and payable under the Covered Bonds on each Interest Payment Date as specified in Condition 4 (*Interest*) (but excluding any additional amounts relating to premiums, default interest or interest upon interest (**Excluded Scheduled Interest Amounts**) payable by the Issuer following an Issuer Event of Default but including such amounts (whenever the same arose) following service of a Covered Bond Guarantee Acceleration Notice) as if the Covered Bonds had not become due and repayable prior to their Final Maturity Date or, if the Final Terms specified that an Extended Due for Payment Date is applicable to the relevant Covered Bonds, as if the maturity date of the Covered Bonds had been the Extended Due for Payment Date (but taking into account any principal repaid in respect of such Covered Bonds or any Guaranteed Amounts paid in respect of such principal prior to the Extended Due for Payment Date), less any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 7 (*Taxation*).

Scheduled Payment Date means in relation to payments under the Covered Bond Guarantee, each Interest Payment Date or the Final Maturity Date as if the Covered Bonds had not become due and repayable prior to their Final Maturity Date.

Scheduled Principal means an amount equal to the amount in respect of principal which would have been due and repayable under the Covered Bonds on each Interest Payment Date or the Final Maturity Date (as the case may be) as specified in Condition 5.1 (*Final Redemption*) and Condition 5.12 (*Instalments*) (but excluding any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default interest (**Excluded Scheduled Principal Amounts**) payable by the Issuer following an Issuer Event of Default but including such amounts (whenever the same arose) following service of a Covered Bond

Guarantee Acceleration Notice) as if the Covered Bonds had not become due and repayable prior to their Final Maturity Date or, if the Final Terms specify that an Extended Due for Payment Date is applicable to the relevant Covered Bonds, as if the maturity date of the Covered Bonds had been the Extended Due for Payment Date.

Secured Creditors means the Security Trustee (in its own capacity and on behalf of the other Secured Creditors), the Bond Trustee (in its own capacity and on behalf of the Covered Bondholders), the Covered Bondholders, the Receiptholders, the Couponholders, the Issuers, the Guarantor, the Seller, the Servicer, the Intercompany Loan Provider, the Demand Loan Provider, the Account Bank, the Calculation Manager, the Swap Providers, the Trust Manager, the Agents and any other person who becomes a Secured Creditor pursuant to the Security Deed, and each a **Secured Creditor**.

Secured Obligations means all amounts (whether actual or contingent, present or future) which at any time for any reason or circumstance in connection with any Programme Document that relates to, or applies to, the Trust or the Security Deed or any transactions contemplated by any of them (insofar as such transactions relate to, or apply to, the Trust), whatsoever whether at law, in equity, under statute or otherwise:

- (a) are payable, are owing but not currently payable, are contingently owing, or remain unpaid by the Covered Bond Guarantor to the Security Trustee on its own account or for the account of the Secured Creditors or to any Secured Creditor or to any Receiver;
- (b) have been advanced or paid by the Security Trustee on its own account or for the account of the Secured Creditors or by any Secured Creditor:
 - (i) at the express request of the Covered Bond Guarantor; and
 - (ii) on behalf of the Covered Bond Guarantor;
- (c) which the Security Trustee on its own account or for the account of the Secured Creditors or any Secured Creditor is liable to pay by reason of any act or omission of the Covered Bond Guarantor or has paid or advanced in the protection or maintenance of the Charged Property or the Security and the charge created by the Security Deed following an act or omission by the Covered Bond Guarantor; or
- (d) are reasonably foreseeable as likely, after that time, to fall within any of paragraphs (a), (b) or (c) above,

and references to Secured Obligations includes references to any of them but shall exclude Liability Payments.

This definition applies:

- (i) irrespective of the capacity in which the Covered Bond Guarantor, the Security Trustee or any Secured Creditor became entitled or is liable in respect of the amount concerned;
- (ii) whether the Covered Bond Guarantor, the Security Trustee or any Secured Creditor is liable as principal debtor or surety or otherwise;
- (iii) whether the Covered Bond Guarantor is liable alone or jointly, or jointly and severally with another person;
- (iv) whether the Security Trustee or any Secured Creditor is the original obligee or an assignee or a transferee of the Secured Obligations and whether or not:
 - (aa) the assignment or transfer took place before or after the delivery of the Security Deed; or
 - (bb) the Covered Bond Guarantor consented to or was aware of the assignment or transfer; or
 - (cc) the assigned or transferred obligation was secured; or
- (v) whether the Security Trustee or any Secured Creditor is the original Security Trustee or an original Secured Creditor or an assignee or a transferee of the original Security Trustee or an original Secured Creditor, and whether or not the Covered Bond Guarantor consented to or was aware of the assignment or transfer.

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

Security means the Security Interests over the Charged Property granted pursuant to the Security Deed.

Security Deed means the security deed dated on or about the Programme Date and made between, among others, the Covered Bond Guarantor, the Trust Manager, the Bond Trustee and the Security Trustee.

Security Interest means any mortgage, security interest, charge, encumbrance, pledge, lien, hypothecation, assignment by way of security or other security interest or title retention arrangement and any agreement, trust or arrangement having substantially the same economic or financial effect as any of the foregoing (other than a lien arising in the ordinary course of business or by operation of law).

Security Trust means the trust formed under the Security Deed.

Security Trustee means New Zealand Permanent Trustees Limited, in its capacity as security trustee under the Establishment Deed and the Security Deed together with any additional security trustee appointed from time to time in accordance with the terms of the Security Deed.

Selected Mortgage Loan Offer Notice means a notice substantially in the form of schedule 6 of the Mortgage Sale Agreement from the Covered Bond Guarantor served on the Seller offering to sell Selected Mortgage Loans and the Related Security to the Seller.

Selected Mortgage Loans means Mortgage Loans and the Related Security to be sold by the Covered Bond Guarantor pursuant to the terms of the Establishment Deed having in aggregate the Required Current Principal Balance Amount.

Seller means ASBBL in its capacity as seller pursuant to the Mortgage Sale Agreement.

Seller Mortgage Loan Repurchase Notice means the notice served on the Covered Bond Guarantor by the Seller offering to purchase certain Mortgage Loans and the Related Security specified in the notice, as set out in schedule 5 to the Mortgage Sale Agreement.

Seller's Power of Attorney means the Seller Power of Attorney in favour of the Covered Bond Guarantor in substantially the form set out at schedule 4 to the Mortgage Sale Agreement.

Series means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Series Reserved Matter has the meaning given to it in Condition 10.5 (*Legislative Exchange*)

Servicer means ASBBL in its capacity as Servicer under the Servicing Agreement or such other servicer appointed pursuant to the Servicing Agreement from time to time.

Servicer Default has the meaning given to it on page 154.

Services means the services to be performed by the Servicer in accordance with the Servicing Agreement.

Servicing Agreement means the servicing agreement entered into on or about the Programme Date, between the Covered Bond Guarantor, the Trust Manager, the Servicer and the Security Trustee.

Servicing Guidelines means the relevant guidelines for originating and servicing mortgage loans recorded on the Mortgage Loan System, including the Mortgages Loans in the Mortgage Loan Portfolio, as amended or updated from time to time.

Servicing Standards at any time means the relevant standards and practices set out in the then Servicing Guidelines and, to the extent given that a servicing function is not covered by the Servicing Guidelines, the standards of a Prudent Mortgage Lender in the business of making retail home loans.

Settlement Amount means \$2,000.

SMSL means Securitisation Management Services Limited.

Specified Currency means subject to any applicable legal or regulatory restrictions, NZ Dollars, euro, Sterling, U.S. Dollars and such other currency or currencies as may be agreed from time to time by the Issuer, the

Guarantor, the Relevant Dealer(s), the Principal Paying Agent and the Bond Trustee and specified in the applicable Final Terms.

Stock Exchange means the London Stock Exchange or any other or further stock exchange(s) on which any Covered Bonds may from time to time be listed or admitted to trading and references to the relevant Stock Exchange shall, in relation to any Covered Bonds, be references to the Stock Exchange on which such Covered Bonds are, from time to time, or are intended to be, listed or admitted to trading.

Subsidiary has the meaning given in section 5 of the NZ Companies Act.

Substitute Calculation Manager at any given time means the entity then appointed as Calculation Manager under clause 11 of the Management Agreement.

Substitute Servicer at any given time means the entity then appointed as Substitute Servicer under clause 16 of the Servicing Agreement.

Substitute Trust Manager at any given time means the entity then appointed as Trust Manager under clause 26 of the Establishment Deed.

Substitution Assets means each of:

- (a) NZ Dollar demand or time deposits, certificates of deposit, long term debt obligations and short term debt obligations (including commercial paper) provided that in all cases such investments have a remaining period to maturity of one year or less and the short term unsecured, unguaranteed and unsubordinated debt obligations or, as applicable, the long term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being a Bank) are rated P-1/ Aaa by Moody's and F1+/AAA by Fitch or their equivalents by two other internationally recognised rating agencies; and
- (b) NZ Dollar denominated government and public securities provided that such investments have a remaining period to maturity of one year or less and which are rated at least P-1 by Moody's and F1+ by Fitch or their equivalents by two other internationally recognised rating agencies,

provided that such substitution asset satisfies the requirements for eligible assets that may collateralise covered bonds in accordance with RBNZ requirements (if any) and, for the avoidance of doubt, that amounts standing to the credit of the GIC Account, or any other of the Trust Accounts, do not constitute Substitution Assets.

Swap Agreements means each agreement between the Covered Bond Guarantor, the Trust Manager, the Security Trustee and a Swap Provider governing Swaps entered into with such Swap Provider in the form of an ISDA Master Agreement, the schedule, any relevant Swap Agreement Credit Support Document and related confirmations, and each a **Swap Agreement**.

Swap Agreement Credit Support Document means a credit support document entered into between the Covered Bond Guarantor and a Swap Provider in the form of the ISDA 1995 credit support annex (Transfer – English law) to the ISDA Master Agreement.

Swap Collateral means at any time, an amount of cash which is paid or transferred by a Swap Provider to the Covered Bond Guarantor as collateral to secure the performance by such Swap Provider of its obligations under the relevant Swap Agreement together with any interest or other income received in respect of such asset and any equivalent of such cash.

Swap Collateral Account Mandate means the resolutions, instructions and signature authorities relating to the Swap Collateral Cash Accounts substantially in the form set out in schedule 1 to the Account Bank Agreement.

Swap Collateral Available Amounts means, at any time, the amount of Swap Collateral which under the terms of the relevant Swap Agreement may be applied at that time in satisfaction of the relevant Swap Provider's obligations to the Covered Bond Guarantor following termination of the Swap to the extent that such obligations relate to payments to be made in connection with the Pre-Acceleration Priority of Payments or the Guarantee Priority of Payments.

Swap Collateral Cash Account means the account in the name of the Covered Bond Guarantor held with the Account Bank and maintained subject to the terms of the Account Bank Agreement and the relevant Swap

Agreement Credit Support Document into which cash is deposited by a Swap Provider as collateral to secure the performance by such Swap Provider of its obligations under the relevant Swap Agreement.

Swap Collateral Excluded Amounts means at any time, the amount of Swap Collateral which may not be applied under the terms of the relevant Swap Agreement at that time in satisfaction of the relevant Swap Provider's obligations to the Covered Bond Guarantor, including Swap Collateral which is to be returned or paid to the relevant Swap Provider from time to time in accordance with the terms of the Swap Agreements and ultimately upon termination of the relevant Swap Agreement.

Swap Collateral Ledger means each ledger of the such name maintained by the Trust Manager pursuant to the Management Agreement which records payments or deliveries of collateral made in respect of each Swap Agreement.

Swap Provider Default means, in relation to a Swap Agreement, the occurrence of an Event of Default (as defined in such Swap Agreement) where the relevant Swap Provider is the Defaulting Party (as defined in such Swap Agreement), other than a Swap Provider Downgrade Event.

Swap Provider Downgrade Event means, in relation to a Swap Agreement, the occurrence of an Additional Termination Event (as defined in such Swap Agreement) following a failure by the Swap Provider to comply with the requirements of the ratings downgrade provisions set out in such Swap Agreement.

Swap Providers means the Total Return Swap Provider and the Covered Bond Swap Providers, and each a **Swap Provider**.

Swap Rate means in relation to a Covered Bond or Series of Covered Bonds, the exchange rate specified in the Covered Bond Swap Agreement relating to such Covered Bond or Series of Covered Bonds or, if the Covered Bond Swap Agreement has terminated, the applicable spot rate.

Swaps means the Total Return Swap and the Covered Bond Swaps.

Talons has the meaning given in the Conditions.

Tax Act means the Income Tax Act 2007 (New Zealand).

Tax Authority means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world including the Inland Revenue Department of New Zealand.

Tax Resident in New Zealand means resident in New Zealand for the purposes of the Tax Act.

Taxes mean all present and future taxes, levies, imposts, duties, fees, deductions, withholdings or charges of any nature whatsoever and wheresoever imposed, including, without limitation, income tax, corporation tax, GST or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon and **Tax** or **Taxation** shall be construed accordingly.

Taxing Jurisdiction has the meaning given to it in Condition 7 (*Taxation*).

Temporary Bearer Global Covered Bond means a temporary bearer global covered bond in the form or substantially in the form set out in Part 1 (Form of Temporary Bearer Global Covered Bond) of Schedule 2 (Forms of Global and Definitive Covered Bonds, Receipts, Coupons and Talons) to the Bond Trust Deed together with the copy of the applicable Final Terms annexed thereto with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the Relevant Dealer(s), comprising some or all of the Covered Bonds of the same series, issued by the Issuer pursuant to the Programme Agreement or any other agreement between the Issuer and the Relevant Dealer(s) relating to the Programme, the Principal Agency Agreement and the Trust Presents.

Term Advances means advances made or to be made by the Intercompany Loan Provider to the Covered Bond Guarantor under the Intercompany Loan Agreement, and each a **Term Advance**.

Term Advances Ledger means the ledger of such name maintained by the Trust Manager in accordance with the Management Agreement.

Term Advance Notice means a term advance notice substantially in the form of schedule 2 to the Intercompany Loan Agreement.

Third Party Amounts means each of:

- (a) payments by a Borrower of any fees (including Early Repayment Charges) and other charges which are due to the Seller (but not, except to the extent included in paragraph (c) below, including interest payable on the Mortgage Loans);
- (b) any amount received from a Borrower for the express purpose of payment being made to a third party for the provision of a service (including giving insurance cover) to any of that Borrower or the Seller or the Covered Bond Guarantor, and
- (c) in relation to the acquisition of a Mortgage Loan, the Accrued Interest for the Mortgage Loan as at the related Transfer Date,

which amounts, if received by the Covered Bond Guarantor, may be paid daily from monies on deposit in the GIC Account.

Total Return Swap means the total return swap transaction entered into between the Covered Bond Guarantor, the Trust Manager, the Security Trustee and the Total Return Swap Provider.

Total Return Swap Agreement means the Swap Agreement governing the Total Return Swap.

Total Return Swap Provider means ASBBL in its capacity as total return swap provider under the Total Return Swap together with any successor thereto.

Tranche means Covered Bonds which are identical in all respects (including as to listing).

Transaction Accounts means the NZ Dollar Transaction Account and such other accounts as may for the time being be in place with the prior consent of the Security Trustee and designated as such and **Transaction Account** shall denote any one of the Transaction Accounts.

Transaction Party means any person who is a party to a Programme Document and **Transaction Parties** means some or all of them.

Transfer Agent has the meaning given in the Conditions.

Transfer Certificate has the meaning given to it in Condition 2.7 (*Transfer*).

Transfer Date means the date on which the Seller, subject to the fulfilment of certain conditions, sells a New Mortgage Loan Portfolio to the Covered Bond Guarantor in accordance with the Mortgage Sale Agreement.

Trust means the trust known as the "ASB Covered Bond Trust" formed under the Establishment Deed.

Trust Accounts means the GIC Account, the All Moneys Mortgage Trust Account, the Swap Collateral Cash Account, the NZ Dollar Transaction Account, any other Transaction Account or any other applicable currency transaction account in the name of the Covered Bond Guarantor held with the Account Bank.

Trust Manager means SASPL, or any other person from time to time appointed to perform the role of trust manager under the Establishment Deed.

Trust Manager Default means:

- (a) an Insolvency Event occurs in relation to the Trust Manager;
- (b) the Trust Manager fails to make any payment it is required to make (including on behalf of the Covered Bond Guarantor) under any Programme Document and such failure is not remedied within a period of five Local Business Days after the date on which the Trust Manager is notified, or otherwise becomes aware, of the failure;

- (c) any representation, warranty, certification or statement made by the Trust Manager (in its capacity as Trust Manager) in a Programme Document to which it is expressed to be a party, or in any document provided by it in connection with a Programme Document, proves to have been incorrect when made, or is incorrect when repeated, in a manner which in the opinion of the Security Trustee, acting on the directions of the Bond Trustee if there are Covered Bonds outstanding, is materially prejudicial to the Covered Bondholders or, acting on the directions of the Majority Secured Creditors if there are no Covered Bonds outstanding, is materially prejudicial to the Secured Creditors, and the Trust Manager does not remedy the same to the Security Trustee's satisfaction within 60 Local Business Days after receipt by the Trust Manager of notice in writing from the Security Trustee requiring it to do so; and
- (d) the Trust Manager has breached its other obligations as Trust Manager under a Programme Document to which it is expressed to be a party, or any other deed, agreement or arrangement entered into by the Trust Manager in relation to the Programme or the Covered Bonds, (other than such action which depends upon information provided by, or action taken by, the Servicer or the Calculation Manager and the Trust Manager has not received the information, or the action has not been taken which is necessary for the Trust Manager to perform the obligation) and such breach is, or, if continued would be, as determined by the Security Trustee, acting on the directions of the Bond Trustee if there are Covered Bonds outstanding, materially prejudicial to the Covered Bondholders or, acting on the directions of the Majority Secured Creditors if there are no Covered Bonds outstanding, materially prejudicial to the Secured Creditors, and either such breach is not remedied to the Security Trustee's satisfaction within 20 Local Business Days of notice thereof delivered to the Trust Manager by the Security Trustee or the Trust Manager has not within 20 Local Business Days of receipt of such notice paid compensation to the Covered Bond Guarantor for its loss from the breach in an amount satisfactory to the Covered Bond Guarantor (acting reasonably). The Security Trustee must, in such notice, specify the reasons why it has determined the breach is or would be materially prejudicial to Covered Bondholders or the Secured Creditors (as the case may be).

Trust Payment Date means the 15th of each calendar month (or if such a day is not a Local Business Day, the next Local Business Day), provided that, the first Trust Payment Date shall be the 15th of the calendar month in which the first Determination Date occurs (or if that day is not a Local Business Day, the next Local Business Day).

Trust Payment Period means the period from (and including) a Trust Payment Date (or the first Transfer Date in the case of the first Trust Payment Period) to (but excluding) the next Trust Payment Date.

Trust Presents means the Bond Trust Deed and the schedules thereto and any supplemental bond trust deed and schedules (if any), thereto, all as from time to time modified in accordance with the provisions therein contained.

Valuation Report means the valuation report or reports for mortgage purposes from Quotable Value or from an independent firm of professional valuers appointed by the Seller or from such other source allowed by the Servicing Guidelines.

Vesting Date means, in relation to the Trust, the earliest of:

- (a) the day preceding the 80th anniversary of the Programme Date;
- (b) the date upon which the Trust terminates by operation of law or in accordance with the Establishment Deed; and
- (c) following the occurrence of a Covered Bond Guarantor Event of Default, the date on which the Security Trustee has notified the Covered Bond Guarantor in writing that it has enforced the Security and has distributed all of the amounts which it is required to distribute under the Security Deed.

Written Resolution means a written resolution of Covered Bondholders passed as such under the terms of the Bond Trust Deed.

Yield Shortfall has the meaning given to it on page 153.

Yield Shortfall Test has the meaning given to it on page 153.

Zero Coupon Covered Bonds means Covered Bonds which will be offered and sold at a discount to their nominal amount and which will not bear interest.

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