

**Australian Unity Finance Limited**  
ABN 35 114 646 070

271 Spring Street  
MELBOURNE VIC 3000

T 13 29 39  
E [investments@australianunity.com.au](mailto:investments@australianunity.com.au)  
W [australianunity.com.au](http://australianunity.com.au)

30 January 2023

**Attn: Securities Team**  
Melbourne Securities Corporation Limited  
Level 2, 120 Collins Street  
Melbourne VIC 3000

By email: [sbrown@msc.group](mailto:sbrown@msc.group)

**Report for the Period Ended 31 December 2022 in regard to the Australian Unity  
Retirement Village Notes Series 5 and 6 (Notes)**

In accordance with the requirements in section 283BF of the Corporations Act 2001 (Cth), Australian Unity Finance Limited ABN 35 114 646 070 (the Borrower) encloses its quarterly report to the Trustee in regard to the Notes for the period 1 October 2022 to 31 December 2022, and attests the statements contained therein as true and accurate.

The report has been made in accordance with a resolution of the Directors of the Borrower on 30 January 2023.

Signed:



Esther Kerr-Smith  
Director

Australian Unity Finance Limited



## ISSUER QUARTERLY REPORTING CHECKLIST

<b>Issuer:</b>	Australian Unity Finance Limited
<b>ACN/ABN:</b>	35 114 646 070
<b>Note:</b>	Australian Unity Retirement Village Investment Notes (RVIN) Series 5 and 6
<b>Trustee:</b>	Melbourne Securities Corporation Limited
<b>Trust Deed:</b>	RVIN Trust Deed dated 26 September 2019
<b>Period of Report:</b>	Quarter ended 31 December 2022
<b>Date of Report:</b>	27 January 2023

*Note: This report is in respect of RVIN Notes Series 5, issued on 1 December 2019 under a prospectus issued 14 October 2019 and Series 6 issued on 1 August 2020, under a prospectus issued 18 June 2020.*

Item No	Item	Confirmation
<b>Corporations Act 2001 – Chapter 2L</b>		
1.	<p>The Issuer and any guarantor has complied at all times with the terms of the Notes, the Trust Deed and Chapter 2L of the Corporations Act 2001 during the Period.</p>	<p>Confirmed, other than noted below, the Issuer has complied at all times with the terms of the Notes, the Trust Deed and Chapter 2L of the Corporations Act during the period. There are no guarantors.</p> <p>As noted in the previous Quarterly Report, the interest payments to Noteholders of Series 5 and Series 6 relating to the Interest Period End Date of 30 September 2022, were delayed. The interest payment which was due on 14 October 2022 was not paid until 20 October 2022. In accordance with Schedule 1 Conditions of the Trust Deed 4.2(c), an additional payment of interest on the late distribution has been made to all Noteholders amounting to \$519.63, and a communication to all Noteholders has been included in their Distribution Statements.</p>
2.	<p>No circumstances arose during the Period that has caused, or could cause, one or more of the following:</p> <p>(i) any amount deposited or lent under the Notes to become immediately payable;</p> <p>(ii) the Notes to become immediately enforceable;</p> <p>(iii) any other right or remedy under the terms of the Note or provisions of the Trust Deed to become immediately enforceable.</p>	<p>Confirmed. During the Period no amount deposited, lent or any other right or remedy under the terms of the Notes became immediately payable or immediately enforceable.</p>
3.	<p>No circumstances arose during the Period that materially prejudice:</p> <p>(i) the Issuer, any of its subsidiaries, or any of the guarantors; or</p> <p>(ii) any security or charge included in or created by the Notes or the Trust Deed.</p>	<p>Confirmed. During the Period no circumstances arose that materially prejudiced the Issuer, any subsidiaries or any security or charge.</p>
4.	<p>There has been no substantial change in</p>	<p>Confirmed. During the Period there were no</p>

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	the nature of the business of the Issuer, any of its subsidiaries, or any of the guarantors that has occurred during the Period.	substantial changes in the nature of the business of the Issuer.
5.	None of the following events happened during the Period:  (i) the appointment of a guarantor;  (ii) the cessation of liability of a guarantor body for the payment of the whole or part of the money for which it was liable under the guarantee; or  (iii) a change of name of a guarantor (if this happens, the Issuer's quarterly report must also disclose the guarantor's new name).	Confirmed. During the Period none of the events occurred. There are no guarantors.
6.	The net amount outstanding on any advances at the end of the Period if the Issuer has created a charge where:  (i) the total amount to be advanced on the security of the charge is indeterminate; and  (ii) the advances are merged in a current account with bankers, trade creditors or anyone else.	Confirmed. There were no net amounts outstanding on any advances at the end of the Period where a charge has been created where:  (i) the total amount to be advanced on the security of the charge is indeterminate; and  (ii) the advances are merged in a current account with bankers, trade creditors or anyone else.
7.	The Issuer is not aware of any other matters that may materially prejudice any security or the interests of the Note holders.	Confirmed. The Issuer is not aware of any other matters that may materially prejudice any security or the interests of the Note holders.
8.	283BF(5) If the borrower has deposited any money with, or lent money to, a related body corporate during the quarter, the report must also include details of:  (i) the totals of money deposited with, or lent to, a related body corporate during the quarter; and  (ii) the total amount of money owing to the borrower at the end of the quarter in relation to those loans.	<b><u>Series 5 and Series 6 Notes</u></b>  The total loan to AURLIL as at 31 December 2022 in respect of funds raised under Series 5 and 6 Notes is \$51.611 million, comprising \$18.401 million of funds raised under Series 5 Notes and \$33.210 million of funds raised under Series 6 Notes.  Interest amounting to \$675,092 was owing from AURLIL in relation to these loans as at 31 December 2022.  The Borrower has not deposited or lent any other

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		amounts to a related entity.
9.	283BF(6) If the body corporate has assumed a liability of a related body corporate during the quarter, the report must include details of the liability assumed during the quarter and the extent of the liability as at the end of the quarter.	Confirmed. The Borrower has not assumed any liabilities of a related body corporate during the quarter.
10.	<p>For the purposes of 283BF (5) &amp; (6) above, the Report:</p> <p>(i) must distinguish between deposits, loans and assumptions of liability that are secured and those that are unsecured; and</p> <p>(ii) may exclude any deposit, loan or assumption of liability on behalf of the related body corporate if it has:</p> <p>(I) guaranteed the repayment of the Note of the borrower; and</p> <p>(II) secured the guarantee by a charge over all of its property in favour of the trustee.</p>	<p><b><u>Series 5 and Series 6 Notes</u></b></p> <p>(i) There are two loans to AURLIL as at 31 December 2022:</p> <ul style="list-style-type: none"> <li>• \$18.401 million (made under Series 5); and</li> <li>• \$33.210 million (made under Series 6)</li> </ul> <p>All the loan monies are lent on a secured basis. Series 5 and Series 6 Notes are secured by a first ranking security interest, held by Melbourne Securities Corporation Limited as Trustee for Series 5 and Series 6 Notes for the benefit of Note holders, over:</p> <ul style="list-style-type: none"> <li>• the loans made by Australian Unity Finance to AURLIL;</li> <li>• an allotment of units held by AURLIL in Australian Unity Retirement Village Trust #1; and</li> <li>• the right to receive money payable in connection with the loan and security interest.</li> </ul> <p>Refer to the current Continuous Disclosure Notice available on the Australian Unity Wealth &amp; Capital Markets website for further explanations concerning the financing arrangements and how the funds raised under the Notes are used.</p> <p>(ii) Not applicable.</p>
<b>Corporations Act 2001 – Disclosure</b>		
11.	The Issuer has complied at all times with the requirements of Chapter 6CA (dealing with continuous disclosure) of the Corporations Act 2001 and no circumstances arose during the Period	Confirmed. The Issuer has complied at all times. The current Continuous Disclosure Notice in respect of the Notes is available on the Australian Unity Wealth & Capital Markets website.

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	<p>that required the Issuer to issue a supplementary prospectus, replacement prospectus or issue a continuous disclosure notice.</p> <p>If so, advise what steps have been taken.</p>	
<b>Regulatory Guide 69</b>		
12.	The Issuer has made all necessary disclosures against the benchmarks in its disclosure documents and all disclosures remain true and correct.	Confirmed. There has been no material change of performance which would impact the disclosures made against the benchmarks.
13.	The Issuer continues to meet all benchmarks that the Issuer has stated in disclosure that it meets.	<p>Benchmark 7: Valuations and Benchmark 8: Lending Principles loan to valuation ratios are not met.</p> <p>The current Continuous Disclosure Notice available on the Australian Unity Wealth &amp; Capital Markets website explains why these benchmarks are not met.</p>
14.	Where the Issuer has disclosed that it does not meet the benchmarks on an "if not, why not" basis, the disclosure the Issuer has made continues to be correct and accurate in all material respects and is not misleading.	Confirmed. The disclosure continues to be correct and accurate in all material respects and is not misleading.
15.	The Issuer has provided full details to the Trustee in respect to related party dealings in compliance with RG69.102	Confirmed. The Issuer has provided full details to the Trustee in respect of related party loans as set out in Items 8, 9 and 10 of this Report.
16.	The Issuer <i>lists</i> the promises it has made in disclosure documents it has issued and confirms that it has complied with each of the promises it has made in those disclosure documents.	<p>Confirmed. Promises made in the disclosure documents are:</p> <ol style="list-style-type: none"> <li>1. The purpose of funds raised remains unchanged.</li> <li>2. Interest payments have been made for each fixed term. Note as reported above in Item 1, interest payments to Noteholders of Series 5 and Series 6 relating to the Interest Period End Date of 30 September 2022 were delayed, and an additional payment of interest on the late distribution has been made to all Noteholders.</li> <li>3. Withdrawals have been honoured at each maturity.</li> <li>4. The level of security of the Notes remains</li> </ol>

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		<p>unchanged.</p> <p>The Issuer has complied with these terms during the Period.</p>
17.	<p>Regarding the valuation method adopted by the Directors of the Issuer, the Issuer is not in breach of any of its financial covenants in relation to the Retirement Village Investment Notes.</p>	<p>Confirmed. The Issuer is not in breach of any of its financial covenants in relation to the Notes during the Period.</p>
<b>Attestations</b>		
18.	<p>The Issuer has provided the Trustee with copies of all material notifications to ASIC or investors during the Quarter including regarding changes in its directors and charges.</p>	<p>Confirmed. The Issuer has provided the Trustee with all copies of all material notifications to ASIC or Note Holders during the Quarter.</p>
19.	<p>The Issuer has established and maintained a Register in accordance with clause 11.3 of the Trust Deed. Provide the Trustee with the register.</p>	<p>Confirmed. The Issuer has established and maintained a Register and this Register will be provided to the Trustee.</p>
20.	<p>The Issuer has complied with the covenants in clause 11.4 of the Trust Deed for the Australian Unity Retirement Village Investment Notes Trust.</p>	<p>Confirmed. The Issuer has complied with its covenants in clause 11.4.</p>
21.	<p>The Issuer specifically covenants or reports that:</p> <ul style="list-style-type: none"> <li>• no other matters exist which may materially prejudice any security or the interest of the Note holders</li> <li>• current assets in the relevant accounts appear at realisable value in the ordinary course of business;</li> </ul>	<p>During the Period:</p> <p>The interest payments to Noteholders of Series 5 and Series 6 relating to the Interest Period End Date of 30 September 2022, were delayed. The interest which was due to be paid on 14 October 2022 was not paid until 20 October 2022. In accordance with Schedule 1 Conditions of the Trust Deed 4.2(c), an additional payment of interest on the late distribution has been made to all Noteholders.</p> <p>There are no other matters to report which may materially prejudice any security or the interest of the Note holders.</p> <p>The current assets in the relevant accounts appear at realisable value in the ordinary course of business.</p>

Item No	Item	Confirmation
	<ul style="list-style-type: none"> <li>that Directors are not aware of any material change in the laws of any place which might affect the enforceability of guarantees and charges given to or in favour of the Trustee.</li> </ul>	Directors are not aware of any material change in laws which might affect the enforceability of guarantees and charges given to or in favour of the Trustee.
<b>Anti-Money Laundering</b>		
22.	The Issuer has complied in all respects with its obligations under the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)</i> .	Confirmed for the Issuer.  There are no issues to report other than what has been previously reported.

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

The value of the assets supporting the security is sufficient and is reasonably likely to be sufficient to repay the Notes and other liabilities that rank in priority, or have equal priority to the Notes. The value of the property secured by the security interest may be affected by the financial position or performance of Australian Unity Retirement Living Services Limited and Australian Unity Retirement Living Investments Limited, as related body corporates of the Issuer.

Signed (by one Authorised Officer in accordance with Clause 12.1 of the Australian Unity Retirement Village Investment Notes Trust Deed):



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Australian Unity Finance Limited