

CENTRAL VICTORIAN INVESTMENTS LIMITED
(the Borrower)

REPORT TO THE TRUSTEE – QUARTER ENDED 31/12/2017

Pursuant to the provisions of the Corporations Act and the Secured Note Trust Deed dated 17 November 1999, we herewith provide our report for the quarter ended 31/12/2017 in relation to Central Victorian Investments Limited.

Report pursuant to Section 283BF of the Corporations Act.

- a) The Borrower confirms that there has been no failure by the Borrower or any guarantor to comply with the terms of the secured notes or the provisions of the Trust Deed or Chapter 2L of the Corporations Act during the quarter.
[Sec 283BF(4)(a)]
- b) The Borrower confirms that the Borrower has had no events during the quarter that have caused or could cause one or more of the following:
- (i) any amount deposited or lent under the secured notes to become immediately payable;
 - (ii) the secured notes to become immediately enforceable;
 - (iii) any other right or remedy under the terms of the secured note or provisions of the Trust Deed to become immediately enforceable.
- [Sec 283BF(4)(b)]*
- c) The Borrower confirms that the Borrower has not had any circumstances that have occurred during the quarter that materially prejudice:
- (i) the Borrower, any of its subsidiaries, or any of the guarantors; or
 - (ii) any security or charge included in or created by the secured notes or the Trust Deed.
- [Sec 283BF(4)(c)]*
- d) The Borrower confirms that the Borrower, its subsidiaries and guarantors have not had any substantial change in the nature of their business during the quarter.
[Sec 283BF(4)(d)]
- e) The Borrower confirms that the Borrower remains focused on its principal activities of lending funds invested in its Secured Notes out under 1st Mortgage security as permitted under the Trust Deed.
[Clause 11]
- f) The Borrower confirms that none of the following has happened to the Borrower during the quarter:
- (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;
 - (iii) a change in name of a guarantor.
- [Sec 283BF(4)(e)]*

- g) The Borrower confirms that the Borrower has not created a new charge during the quarter.

[Sec 283BE, Clause 10.2]

- h) The Borrower confirms that the Borrower has no amounts outstanding on any advances at the end of the quarter from a charge 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.

[Sec 283BF(4)(f) and Sec 283BE]

- i) The Borrower confirms that the Borrower has not experienced any matters that may materially prejudice any security or the interest of secured note holders.

[Sec 283BF(4)(g)]

- j) The Borrower confirms that during the quarter the following amounts have been deposited with or lent to a related body corporate: N/A

(Company A)	A.C.N. (number)	\$
(Company B)	A.C.N. (number)	\$
(Company C)	A.C.N. (number)	\$

[Sec 283BF(5)(a)]

- k) The Borrower confirms that the total amount of money owing to the Borrower at the end of the above quarter in respect of the deposits or loans to related body corporate are as follows: N/A

(Company A)	A.C.N. (number)	\$
(Company B)	A.C.N. (number)	\$
(Company C)	A.C.N. (number)	\$

[Sec 283BF(5)(b)]

- l) The Borrower confirms that the Borrower has not assumed any liability for a related body corporate during the quarter. If a liability is assumed for the quarter please provide details of the extent of the liability during the quarter and the extent of the liability at the end of the quarter.

[Sec 283BF(6)]

- m) The Borrower confirms that the Borrower has issued the following securities:

	This Quarter \$	Total \$
Value of Securities issued	4,981,340	74,358,995
Value of Securities maturing within 12 months		70,466,590
Value of Securities maturing beyond 12 months		3,892,405

[Clause 9.06(a)]

	October\$	November\$	December\$
Balance as at start of month	69,377,655	70,897,395	72,158,434
Balance as at end of month	70,897,395	72,158,434	74,358,995

- n) The Borrower confirms that the Borrower continues to meet the minimum requirements of the Borrowing Limitations.
[Clause 8.01, 8.04 & 9.07(b)(i)]
- o) The Borrower confirms that the Trust Deed:
- i) covenants;
 - ii) representations; and
 - iii) warranties
- are in full force and effect and have been complied with.
- p) The Borrower confirms that the Borrower has lent all monies within the permitted lending policies determined under the Security and Risk Assessment Section in the prospectus.
[Prospectus, Section 5.7]
- q) The Borrower confirms that the Borrower has provided to the Trustee, a copy of all:
- i) reports;
 - ii) accounts;
 - iii) notices; and
 - iv) circulars
- sent by the Borrower or any Directors to its members, secured note holders or ASIC at the same time that it has sent the same.
[Clause 6.08(i)]
- r) The Borrower confirms that the Borrower 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 quarter that required the Borrower to issue a supplementary prospectus, replacement prospectus or issue a continuous disclosure notice.
- s) The Borrower confirms that the Borrower has not exceeded the LVR of any loan as published in the current Prospectus or, if not published, in the abovementioned Secured Note Trust Deed.
- t) The Borrower confirms that the Borrower has provided to the Trustee a Six Monthly Report of the Auditor within the specified timeframe.
[Clause 9.05]
- u) The Borrower confirms that the Borrower has made all interest and principal payments to secured note holders when they fell due.
[Clause 9.06(a)]

- v) The Borrower confirms that the Borrower and its subsidiaries have not sustained any material trading or capital loss, trading as a group.
[Clause 9.07(b)(vii)]
- w) The Borrower confirms that the Borrower or any Guarantor has not incurred any contingent liabilities.
If contingent liabilities have been incurred:
- The amount is \$
 - A liability of \$ has matured, or is likely to mature within the succeeding twelve (12) months which will materially affect the Borrower and any Guarantor in its or their ability to repay stock.
- [Clause 9.07(b)(viii)]*
- x) The Borrower confirms that there has been no change in any accounting method or methods of valuation or assets or liabilities and no circumstances have arisen, which render adherence to the existing method of valuation of assets or liabilities, misleading or inappropriate.
[Clause 9.07(b)(ix)]
- y) The Borrower confirms that in the opinion of the Directors the Current Assets of the Borrower and its subsidiaries appear in the relevant books at values which are realisable in the ordinary course of business.
[Clause 9.07(b)(x)]
- z) The Borrower confirms that the Directors are not aware of any material changes in the laws of any place which might affect the enforceability of Guarantees and Charges given to or in favour of the Trustee.
[Clause 9.07(b)(xi)]
- aa) The Borrower confirms that the Borrower has maintained such insurance with a reputable insurer as would be effected by a prudent company engaged in a similar business and has at all times ensured the premiums and other sums have been paid when they fall due.
[Clause 9.08]
- bb) The Borrower confirms that the Borrower has ensured that the funds have been invested in accordance of Clause 11 and that there have been no breaches of restrictions or limitations contained therein.
[Clause 11]
- cc) The Borrower confirms that it has not entered into any joint first mortgages without first notifying the Trustee.
[Clause 11.03]
- dd) The Borrower confirms that it has had no Events of Enforcement and Default
[Clause 12]
- ee) The Borrower confirms that it complied with each condition of its Australian Financial Services Licence and Australian Credit Licence during the quarter.

ASIC Regulatory Guide 69: Secured Notes – improving disclosure for retail investors

- ff) The Borrower confirms that it has made all necessary disclosures against the benchmarks in its disclosure documents and all disclosures remain true and correct.
- gg) The Borrower confirms that it continues to meet all benchmarks that the Borrower has stated in disclosure documents that it meets.
- hh) The Borrower confirms that where the Borrower has disclosed that it does not meet the benchmarks on an "if not, why not" basis, the disclosure the Borrower has made continues to be correct and accurate in all material respects and is not misleading.
- ii) The Borrower confirms that hereunder details the "promises" (as referred to, for instance, in RG69.118) 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:
 - Only promises made are as per the Benchmarks (Refer Annexure A for update) & as per the standard compilation of Replacement Prospectus No 17 which have been complied with.

ASIC Class Order CO 12/1482- When debentures can be called secured notes


jj) The Borrower confirms that its use of the term “Secured Notes” rather than “Unsecured Notes” is in accordance with the requirements so specified in the above ASIC Class Order and further confirms that the Secured Notes are first ranking.

Annexure “A” provides disclosure as to whether or not the Borrower has met each of the benchmarks outlined in ASIC Regulatory Guide 69: Secured notes – improving disclosure for retail investors.

Annexure “B” provides disclosure of the investment portfolio.

On the basis of the above, the directors declare that they are of the view that the financial position and performance of the Borrower is such that the property of the Borrower (and of each guarantor, if relevant) that is or should be available will be sufficient to repay the amount of each Secured note when it becomes due and payable.

This declaration has been made in accordance with a resolution of directors on the 11/01/2018



.....
Director
(Signature)



.....
Company Secretary
(Signature)

Annexure “A”
ASIC Regulatory Guide 69:
Secured note – improving disclosure for retail investors
Disclosure against Benchmarks

Please disclose whether the Borrower met each of the benchmarks outlined in ASIC’s Regulatory Guide 69: Debentures – improving disclosure for retail investors during the quarter. Where the Borrower did not meet a benchmark during the quarter, please explain why that is.

1. Benchmark One – Equity Ratio

ASIC’s benchmark is that issuers should use the following equity ratio benchmarks:

- a) Where more than a minor part (e.g 10%) of the issuer’s activities is property development or lending funds directly or indirectly for property development – the issuer should maintain a minimum equity of 20%
- b) In all other cases – the issuer should maintain a minimum equity ratio of 8%;
- c) The issuer’s equity ratio should be calculated as follows:

$$\frac{\text{Total Equity}}{\text{Total Liabilities} + \text{Total Equity}}$$

- d) The issuer should disclose its comparative equity ratio from the prior year.
-

Central Victorian Investments Limited (CVI) does NOT comply with ASIC’s benchmark with regards to Equity Capital.

As at 31st December 2017 the Company’s Equity Ratio was 7.92%.

Explanation - Equity capital is the money invested by the shareholders of the company. It provides a “buffer” in the event of financial difficulties and it also provides management further incentive to operate prudently and responsibly.

As at 31st December 2017 the Company’s loans for property development including sub divisional land was \$9,982,214 which represents 13.42% of our notes issued totalling \$74,358,995. CVI’s unaudited management accounts show Equity Capital or Net Assets on 31st December 2017 was \$6,482,759 compared to \$6,023,322 at 31st December 2016. In percentage terms vs total liabilities plus total equities of the company it is 7.92% vs 8.24% last year.

This means that Secured Notes of the Company carry a higher risk than they would if the Company satisfied the benchmark of 20% equity ratio. The Company’s directors believe that as we do not lend to related parties (refer benchmark 6), and as its principal activity is to lend funds to borrowers on the security of real estate not exceeding 70% of the valuation, meaning the borrowers themselves are first injecting significant capital and equity into the same projects, our level of capital is sufficient.

2. Benchmark Two – Liquidity

ASIC's benchmark is that all issuers should:

- a) Have cash flow estimates for the next three months; and
- b) Ensure that at all times they have cash or cash equivalents sufficient to meet their projected cash needs over the next three months.

All issuers should also disclose whether they would have cash on hand or cash equivalents sufficient to meet their projected cash needs if:

- a) The percentage of note funds to be rolled over during the next three months were 20% less than the percentage that was rolled over in the past three months; or
 - b) For note funds that are held on an "at call" basis – the amount of note funds retained during the next three months were 20% less than the amount that was retained during the past three months.
-

CVI does comply with ASIC's benchmark with regards to liquidity.

Liquidity is the amount of cash or receivables that a company possesses to ensure it can readily meet any withdrawal of Secured Notes or fund the mortgage operations of the Company. As at 31st December 2017 the company held liquidity of \$24,910,957 or 33.50% of Secured Notes (this figure is variable over time). The Company maintains a minimum of 10% Liquidity and in the event that the Company's Liquidity nears 10% the Company will stop lending in order to increase the liquidity level.

The Company reviews its cash flows daily, incorporating any loan repayments, discharges or new advances and new Secured Notes or redemptions. In addition, as a condition of our Australian Financial Services Licence we also forecast over a three month period allowing for loan advances we believe will be done, any discharges we know to be coming in and Secured Notes we have been advised will not be renewing. We also make allowance for an additional five percent of rollovers not to renew based on previous history, all in attempt to ensure that sufficient liquidity will be on hand.

If the Company were to experience a 20% decrease in retaining at call funds compared to the previous three months (or the percentage of maturing Notes being rolled over in the next three months was 20% less than the percentage rolled over in the previous three months) the Company would have sufficient cash levels to meet its projected cash needs.

3. Benchmark Three – Rollovers

ASIC's benchmark is that issuers shall clearly disclose their approach to rollovers including:

- a) What process is followed at the end of the investment term; and
 - b) How they inform those rolling over or making further investments of any current Prospectus and continuous disclosure announcements.
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CVI does comply with ASIC's benchmark with regards to Rollovers.

The Company's policy is that approximately two to four weeks prior to the maturity of a Secured Note, the Company will notify the Secured Note holder in writing, of the rates and terms upon which the funds may be reinvested for a further period. This advice also states that the Company's current Prospectus, together with any other relevant ongoing disclosure documents, will be available on our website www.cvi.net.au. Investors who do not have access to the website may request a hard copy of these documents, free of charge, by contacting the Company's registered office directly.

If written instructions are not received by the Company for a renewal of a Secured Note before its maturity date, the Secured Note shall upon maturity, be reinvested for a similar term at the current rate of interest payable.

4. Benchmark Four – Debt Maturity

ASIC's benchmark is that all issuers should disclose:

- a) An analysis of the maturity profile of interest bearing liabilities (including notes on issue) by term and value; and
 - b) The interest rates, or average interest rates, applicable to their debts.
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CVI does comply with ASIC's benchmark with regard to debt maturity and discloses. The table below details the total dollar value maturing within each period.

Now holding Deposit Total \$74,358,995 @ average rate applicable of 3.78%

Maturing in	No	Amount
30 – 59 days	229	\$16,423,947
60 – 89 days	64	\$11,726,537
90 – 179 days	153	\$12,567,940
180 – 364 days	242	\$29,748,167
1 – 2 years	82	\$3,892,404

5. Benchmark Five – Loan Portfolio

ASIC's benchmark is that issuers who directly on-lend funds, or indirectly on-lend funds through a related party, should disclose the current nature of their (or the related party's) loan portfolio, including:

- a) How many loans they have and the value of those loans;
 - b) An analysis of the maturity profile of interest bearing assets (including loan portfolio) by term and value;
 - c) The interest rates, or average interest rates, applicable to the assets;
 - d) By number and value, the loans they have by class of activity and geographical region;
 - e) An analysis (number of loans, value of loans, value of principal and/or interest) of those loans more than 30 days past due and renegotiated loans;
 - f) By number and value, what proportion of the total loan money is lent on a "secured" basis and what is the nature of the security;
 - g) By number and value, what proportion of the total loan money they have lent to their largest borrower and their ten largest borrowers; and
 - h) By number, value and percentage, what loans are subject to legal proceedings.
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CVI does comply with ASIC's benchmark with regard to Loan Portfolio.

All loans are advanced by the Company on a 'secured' basis by a registered first mortgage over real property.

Figures as at the 31st December 2017 show we now have 132 loans totalling \$54,304,631 @ average rate of 7.41%

As at the 31st December 2017 the Company's largest loan was at \$2,500,000 representing 4.60% of our loan book & 3.36% of notes issued.

Our ten largest loans total \$16,835,069 representing 31.00% of our loan book & 22.64% of notes issued.

All loans are in fact callable within 30 days and the following is an analysis of our maturities based on notional terms:

Term to Maturity	Loans	Total Loans
0-12 months	25	\$14,226,074
13-24 months	47	\$21,687,543
25-60 months	54	\$18,076,206
60 + months	6	\$314,808

Loans by Class and LVR Percentages – (as at 31st December 2017)

Class	Loans	Amount by Class	LVR%
Industrial	4	\$1,607,971	50.26%
Commercial	12	\$6,197,784	58.07%
Construction/ Development	12	\$9,982,213	52.63%
Rural	20	\$4,237,689	26.42%
Sub-Divisional	0		
Specialised Accommodation	10	\$2,893,523	46.11%
Residential	74	\$29,385,451	50.32%
Total	132	\$54,304,631	47.83%

Loans by Region – (as at 31st December 2017)

Region	Loans in Region	Amount in Region
Ballarat and District	56	\$18,446,438
Geelong and District	31	\$18,575,506
Melbourne and Surrounds	20	\$12,618,559
Horsham and District	7	\$ 1,387,169
Maryborough and District	7	\$ 1,256,385
Other Victoria	11	\$ 2,020,574
Total	132	\$54,304,631

Loans in Arrears – (as at 31st December 2017)

As at the 31st December 2017 Central Victorian Investments had no loans in arrears excess of 30 days.

Loan No.	Loan Balance \$	No. of days in arrears > 30 days	Amount of Arrears in excess \$1,000	Value of Security \$	Current Valuation Date	LVR %
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As at the 31st December 2017 Central Victorian Investments had no loans which were subject to legal proceedings.

6. Benchmark Six – Related Party Transactions

ASIC'S benchmark is that issuers who on-lend funds should disclose their approach to related party transaction, including:

- a) How many loans they have made to related parties;
- b) The value of those loans;
- c) The value of loans as a percentage of total assets; and
- d) The assessment and approval process they follow with related party loans when loans are advanced, varied or extended (e.g. are they subject to the approval of the Trustee?)

CVI does comply with ASIC's benchmark with regards to related party transactions.

As detailed in Section 5.7 'Security and Risk Assessment of the CVI Prospectus, the Company does not permit loans to Directors, Managers, Secretaries or Shareholders of the Company. Any loans made by the company to staff members, and as at 30th September 2017 there were none, would be made on ordinary arm's-length terms.

7. Benchmark Seven – Valuations

ASIC's benchmark is that where issuers (directly or indirectly) on-lend money in relation to property related activities, it should take the following approach to obtaining and relying upon valuation:

- a) Properties (i.e. real estate) should be valued on an "as is" and (for development property) an "as if complete" basis;
- b) Development properties should be re-valued at least every 12 months unless the funds are retained by the issuer and only released in stages to cover project completion costs;
- c) Issuers should have a clear policy on how often they obtain valuations including how recent a valuation has to be when they make a new loan;
- d) Issuers should establish a panel of valuers and ensure that no single valuer conducts more than one-third of the total number of valuations obtained; and
- e) The appointment of valuers should be with the Trustees' consent.

Issuers should also include information about the valuation of a particular property in the issuer's prospectus where:

- a) The property accounts for 5% or more of the total value of property assets of the issuer;
- b) The property accounts for 5% or more of the total value of property assets of a related party through which the issuer has indirectly on-lent money;
- c) A loan secured against the property accounts for 5% or more of the total value of the issuer's loan book; or
- d) A loan secured against the property accounts for 5% or more of the total value of the loan book of a related party through which the issuer has indirectly on-lent money.

CVI does comply with ASIC's benchmark with regard to valuations.

The lending policies the Company has adopted to manage and control risk are contained in this Prospectus in Sections 5.7 'Security and Risk Assessment' & 5.8 'Permitted Investments'.

The company currently relies on valuations from independent and duly qualified valuers. In addition the Company reserves the right to lend up to 70% of a municipal valuation where the property is known by management or may be supported by an arm's-length purchase contract.

The company has a policy that as every loan approval is different; a decision is made in relation to each loan and its valuation requirements at the approval stage including if a municipal valuation may be used. When approving said loans the Company reserves the right to obtain on any future dates an up to date valuation of any properties held as security, at the borrower's expense.

No more than one third of the Company's valuation work is undertaken by any one valuer.

As at the 31st December 2017 CVI has one client with multiple loans which when combined exceed 5% of our loan portfolio.

Loan No	Loan Balance	Property Type	Property Location	Loan Status	Valuation	Valuation Date
3780.1	2,500,000	Residential	Geelong	In order	4,500,000	02/02/16
3780	420,000	Rural	Geelong	In order	650,000	10/02/15

8. Benchmark Eight – Lending Principals

ASIC's benchmark is that where an issuer (directly or indirectly) on-lends money in relation to property-related activities, it should maintain the following loan-to valuation ratios:

- a) Where the loan relates to property development – 70% on the basis of the latest complying valuation; and
- b) In all other cases – 80% on the basis of the latest complying valuation.

Where the loans relates to property development by a second person (even if related to the issuer), the issuers should ensure that funds raised by the issue of notes are only provided to the developer in stages, based on external evidence of the progress of the development.

CVI does comply with ASIC's benchmark with regard to lending principals – loan to valuation ratios.

CVI does not approve any loan at a loan to valuation ratio greater than 70%.

All lending for property development is made on a progressive value basis with valuations or quantity surveyor reports obtained at various stages of the development and do not exceed 70% of the "as if complete" valuation at the time of approval.

Annexure “B”

Investment Portfolio of Central Victorian Investments Limited

Quarter End 31/12/2017

1. The Balance Sheet of the Company is as follows:-

Assets	Current Quarter	%	Previous Quarter	%
Cash and deposits at call	8,900,957	10.87	6,914,969	9.02
Other Authorised Investments	16,010,000	19.56	15,010,000	19.59
Real Property #	2,245,085	2.74	2,250,000	2.94
Secured lending (excluding Prop. Dev.)	44,337,297	54.16	41,171,650	53.74
Subdivisional Land Development	0	0	0	0
Construction / Development	9,999,021	12.21	10,755,930	14.04
Other Assets	191,725	.23	331,919	.43
Intangible Assets	187,754	.23	182,094	.24
Total Assets	81,871,839	100	76,616,562	100
Liabilities				
Secured note noteholders	74,358,995		69,377,655	
Other liabilities	1,030,085		894,961	
Total Liabilities	75,389,080		70,272,616	
Net Assets	6,482,759		6,343,946	
Equity				
Contributed equity	2,624,820		2,624,820	
Accumulated profits/losses	3,857,939		3,719,126	
Total Equity	6,482,759		6,343,946	

limited to 10% of monies deposited

2. The Lending portfolio as at this quarter end is as follows:-

Number of loans	132
Average loan size	411,398
Number of loans that comprise more than 10% of the Principal Moneys to any one party or associated party.	NIL
Value of loans that comprise more than 10% of the Principal Moneys to any one party or associated party.	NIL
Longest term to loan maturity	30 days
Average term to loan maturity	30 days
Average interest rate charged to Borrowers	7.41%
Average loan to value ratio	47.83%
Average Rate of Return	2.31%

3. Total Secured Property/Loan Portfolio by State/Territory as at this quarter end is as follows:-

State / Territory	Loan Portfolio			Secured Property	
	No.	\$	%	\$	%
NSW					
QLD					
VIC	132	54,304,631	100	113,548,094	47.83
WA					
SA					
TAS					
ACT					
NT					
Total					

4. Financial Ratios

Ratio	This Quarter End	Previous Quarter End
Working capital (%)	106.88%	106.03%
Debt to Equity Ratio (%)	1197%	1140%
Interest cover (Interest revenue over interest expense) %	163.44%	166.59%
The amount Total Tangible Assets exceeds Total External Liabilities (Clause 8)	6,295,005	6,162,048
The amount Total Tangible Assets exceeds Total External Liabilities as a percent. (Clause 8)	8.35%	8.77%