

### Motoring Club Finance Limited

ABN 56 167 246 899 Australian Credit Licence No. 452610

Carrying on business as RAA Finance

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### **ISSUER QUARTERLY REPORTING**

| •       | A4                            |
|---------|-------------------------------|
| Issuer: | Motoring Club Finance Limited |

**ACN/ABN:** 56 167 246 899

Note: Secured Notes ("Notes")

**Trustee:** Equity Trustees Limited

Trust Deed: 16 October 2015

Period of Report: 31 March 2020

Date of Report: 21 April 2020

| No.   | Item  | Confirmed? Y/N                               | Comments |
|-------|---|--|----------|
| Corpo | orations Act 2001 – Chapter 2L  |  |          |
| 1.    | The Issuer and any guarantor has complied at all times with the terms of the Notes, the Trust Deed and Chapter 2L of the Corporations Act 2001 during | Yes (complied)                               |          |
|       | the Period.   | No (please provide details)                  |          |
| 2.    | No circumstances arose during the Period that has caused, or could cause, one or more of the  | No circumstances arose                       |          |
|       | following:  | ☐ Circumstances arose (please                |          |
|       | (i) any amount deposited or lent<br>under the Notes to become<br>immediately payable;   | provide details)                             |          |
|       | (ii) the Notes to become immediately enforceable;   |  |          |
|       | (iii) any other right or remedy under<br>the terms of the Notes or provisions of<br>the Trust Deed to become immediately<br>enforceable.              |  |          |
| 3.    | No circumstances arose during the Period that materially prejudice:   | No circumstances arose                       |          |
|       | (i) the Issuer, any of its subsidiaries, or any of the guarantors; or   | Circumstances arose (please provide details) |          |
|       | (ii) any security or charge included in or created by the Notes or the Trust Deed.  | provide details)                             |          |

| 4. | There has been no substantial change in the nature of the business of the Issuer, any of its subsidiaries, or any of the guarantors that has occurred during the Period.   | <ul><li>No substantial change</li><li>☐ Change(s) occurred (please provide details)</li></ul>    | As disclosed in the March 2017 quarterly report, MCFL determined to cease offering new Secured Note Investments or reinvestments from 7 January 2017. It has further decided to cease accepting loan applications from 1 April 2017. |
|----|--|--|--|
| 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). | No event  Event(s) occurred (please provide details)   |  |
| 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.  | N/A If applies, equals: \$   |  |
| 7. | The Issuer is not aware of any other matters that may materially prejudice any security or the interests of the Note holders.  | <ul><li>✓ Issuer is not aware</li><li>✓ Other matters</li><li>(please provide details)</li></ul> |  |
| 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        | N/A  ☐ If applies:  \$   |  |
| 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.   | <ul><li>N/A</li><li>Yes. Details of liability.</li></ul>   |  |

| 10.  | For the purposes of 283BF (5) & (6) above, the report:   | ⊠ N/A   |  |
|------|--|---|--|
|      | (i) must distinguish between deposits, loans and assumptions of liability that are secured and those that are unsecured; and   | If applicable, please provide details   |  |
|      | (ii) may exclude any deposit, loan or assumption of liability on behalf of the related body corporate if it has:   |   |  |
|      | <ul> <li>guaranteed the repayment of the debenture of the borrower; and</li> <li>secured the guarantee by a charge over all of its property in favour of the trustee.</li> </ul>   |   |  |
| Corp | orations Act 2001 – Financial Reports and  | Audit   |  |
| 11.  | The Issuer has complied in all respects with its obligations under Chapter 2M (dealing with financial reports and  | ⊠ Yes   |  |
|      | audit) of the Corporations Act 2001.   | No (please provide details)   |  |
| 12.  | The Issuer has complied with all requirements and any  | ⊠ Yes   |  |
|      | recommendations in the Auditors<br>benchmark report for RG 69 (PF223)  | ☐ No (please provide details)   |  |
| Corp | orations Act 2001 – Disclosure   |   |  |
| 13.  | The Issuer has complied at all times with the requirements of Chapter 6CA (dealing with continuous disclosure) of the Corporations Act 2001 and no circumstances arose during the Period that required the Issuer to issue a supplementary prospectus, replacement prospectus or issue a continuous disclosure notice. | Yes (complied and no circumstances arose)  No (please provide details of non- compliance) |  |
|      | If so, advise what steps have been taken.  |   |  |
| Regu | latory Guide 69  |   |  |
| 14.  | The Issuer has made all necessary disclosures against the benchmarks in its disclosure documents and all disclosures remain true and correct.  | <ul><li>✓ Yes</li><li>☐ No</li><li>(please provide details)</li></ul>                     |  |
|      |  | □ N/A<br>(if debenture listed)  |  |

| 15.   | The Issuer continues to meet all benchmarks that the Issuer has stated in disclosure that it meets.  | ⊠ Yes  |   |
|-------|--|--|---|
|       |  | No (please provide details)  |   |
|       |  | N/A (if debenture listed)  |   |
| 16.   | 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          | ⊠ Yes  | Meeting all applicable benchmarks, ie. 1-5 inclusive. Benchmarks 6, 7 and 8 are not applicable. |
|       | and accurate in all material respects and is not misleading.   | (please provide details)   | ана с ана настаружнаста   |
|       |  | N/A (if debenture listed)  |   |
| 17.   | The Issuer has provided full details to the Trustee in respect to related party dealings in compliance with RG69.102   | ⊠ Yes  | Included in full year and half year audited accounts  |
|       | dealings in compliance man reconstruct   | No (please provide details)  |   |
| 18.   | The Issuer attaches a schedule of the promises it has made in disclosure documents it has issued and confirms  | https://www.raa.com.au/home/per<br>sonal-loans/secured-note-<br>investments  | Disclosures continue to be made regularly   |
|       | that it has complied with each of the promises it has made in its current prospectus.  | Confirmed  |   |
| Trust | Deed   |  |   |
| 19.   | The Issuer has provided the Trustee with copies of all material notifications  | ⊠ Yes  |   |
|       | to ASIC or investors during the Quarter including regarding changes in its officers and charges.   | ☐ No<br>(please provide details)   |   |
| 20.   | Compliance/reporting requirements  - RG69  | ⊠ Yes  | Meeting all requirements  |
|       | <ul><li>Section 283BF of the Corporations</li><li>Act 2001 (Chapter 2L)</li></ul>  | ☐ No<br>(please provide details)   | weeting an requirements   |
|       | - The Equity Ratio is greater than 8% as determined in accordance with the Company's half yearly audit reviewed financial reports and yearly audited financial reports |  |   |
| 21.   | The Issuer covenants or reports that:  |  |   |
|       | the amount stated of issued Notes as at the last date of the Period.   | \$936,449  |   |
|       | <ul> <li>borrowing limitations as set<br/>out under the Trust Deed have<br/>not been exceeded:</li> </ul>  | Not exceeded     ■ |   |
|       | <u>Total Equity</u>  |  | \$6,197,734   |

|       |   |                                 | 4                         |
|-------|---|---------------------------------|---------------------------|
|       | Total Equity + Total Liabilities                                    |                                 | \$6,197,734 + \$2,016,131 |
|       | (>8%)   | ☐ Exceeded                      | = 75.45%                  |
|       |   | (please provide details)        |                           |
|       | <ul><li>no other matters exist which</li></ul>                      |                                 |                           |
|       | may materially prejudice any  |                                 |                           |
|       | security or the interest of the                                     |                                 |                           |
|       | Note holders  | No matters                      |                           |
|       | <ul> <li>no changes have occurred in</li> </ul>                     |                                 |                           |
|       | relation to accounting or   | ☐ Matters exist                 |                           |
|       | valuation methods and   | (please provide details)        |                           |
|       | policies and that no  |                                 |                           |
|       | circumstances have occurred which would lead to existing            | None                            |                           |
|       | methods of valuation to be  |                                 |                           |
|       | misleading or inappropriate.  | Changes occurred                |                           |
|       |   | (please provide details)        |                           |
|       | <ul> <li>assets held for resale in the</li> </ul>                   |                                 |                           |
|       | relevant accounts appear at realisable value in the                 |                                 |                           |
|       | ordinary course of business   |                                 |                           |
|       |   | □ ves                           |                           |
|       | <ul> <li>that Directors are not aware</li> </ul>                    | ∐ Yes                           |                           |
|       | of any material change in the                                       | N/A                             |                           |
|       | laws of any place which might affect the enforceability of          | No                              |                           |
|       | guarantees and charges given  | (please provide details)        |                           |
|       | to or in favour of the Trustee.                                     |                                 |                           |
|       |   | Xes (not aware)                 |                           |
|       |   | Changes                         |                           |
|       |   | (please provide details)        |                           |
|       |   |                                 |                           |
| Anti  | -Money Laundering   |                                 |                           |
| 22.   | The Issuer has complied in all respects                             | Xes (complied)                  |                           |
|       | with its obligations under the <i>Anti-</i>                         |                                 |                           |
|       | Money Laundering and Counter-<br>Terrorism Financing Act 2006 (Cth) | □No                             |                           |
|       | Terronsin Financing Act 2000 (ctil)                                 | (please provide details)        |                           |
|       |   |                                 |                           |
|       | he basis of the above, the undersig                                 | •                               |                           |
| -     | ion and performance of the Issuer                                   |                                 |                           |
| -     | antor, if relevant) will be sufficient to                           | repay the amount of each Note w | then it becomes due and   |
| paya  | Die.  |                                 |                           |
|       |   |                                 |                           |
| 1     | M/ -  | 11/1                            |                           |
| Z     |   | 11/1/                           |                           |
| Signa | ture of Director  | Signature of Director           |                           |

**Tony Pickworth** 

24/04/2020

Name

Dated

**Geoff Mather** 

24/04/2020

Name

Dated

| A | SIC Benchmarks   | Prospectus No. 1 (7 Dec 15) / Supplementary Prospectuses (21 Dec 15 and 23 Dec 16) Content Addressing the Benchmark   | Update as at<br>31 March 2020  |
|---|--|---|--|
| 1 | Equity Ratio An issuer should maintain a minimum equity ratio of 8%  Motoring Club Finance Limited (MCFL) satisfies benchmark 1 and discloses the following:   |   | The equity ratio as at the date of this report is 75.45%   |
|   | where only a minor part of its activities is property development or lending funds directly or indirectly for property   | As at 30 June 2015, MCFL's equity ratio was 55.61% and is defined as follows:   | As at 31 March 2020:  Total Equity \$6.198m = 75.45%   |
|   | development. The equity ratio is calculated as: total equity /   | Total Equity \$6.412m = 55.61%  |  |
|   | (total liabilities + total equity)   | Total Liabilities \$5.118m + Total Equity \$6.412m  | Total Liabilities <b>\$2.016m</b> + Total Equity <b>\$6.198m</b>   |
|   | MCFL does not lend to developers for property development purposes and is not involved in property mortgage financing.   | As at 31 October 2015 (supplementary prospectus):  Total Equity \$6.269m = 55.27%   |  |
|   |  | Total Liabilities \$5.074m + Total Equity \$6.269m  |  |
| 2 | Liquidity An issuer should: (a) have cash flow estimates for the next three months; and (b) ensure that at all times it has cash or cash equivalents sufficient to meet its projected cash needs over the next three months. | Benchmark 2 is satisfied. MCFL ensures that at all times it holds cash or cash equivalents sufficient to meet its projected cash needs over the next three months.  MCFL projects its cash flow for the next three months at each month end as part of its ongoing compliance management processes. The material assumptions underlying these projections include analysis of recent actual investment and loan movements, likely investment rollovers (but assuming no new investment funds), investment repayments including interest payments and loan transactions including contractual loan repayments. | This benchmark is satisfied.  MCFL has repaid \$3.000m of shareholders loans (\$1.500m each to both RAA Finance and RACWA Holdings Pty Ltd) in the current financial year and will continue to repay shareholders loans, subject to obligations to repay investment notes and sufficient cash available. |
|   |  | MCFL does not have a policy of directly matching investment and loan maturities. MCFL considers that its maturity profile is reasonably matched. The majority of the investment funds are invested for a term of one year or less. Whilst the majority of the loans have been for terms of one to five years.   |  |

| AS | SIC Benchmarks  | Prospectus No. 1 (7 Dec 15) / Supplementar<br>and 23 Dec 16)<br>Content Addressing the Benchmark   | ry Prospectuses (21 Dec 15   | Update as at<br>31 March 2020   |   |
|----|---|--|--|---|---|
| 3  | Rollovers/Maturities (including overdue maturities) An issuer should clearly disclose its approach to rollovers, including (a) what process is followed at the end of the investment term; and (b) how it informs those rolling over or making further investments of any current prospectus and continuous disclosure announcements. | Benchmark 3 is satisfied by MCFL disclosing is rollovers/re-investments. MCFL issues a not at least one week before the maturity date.  At maturity, an investor can re-invest, add futhe maturity value. On the maturity date, if represented the same term and interest payment opt investment, at the interest rate applicable at If an investor advises after the maturity date reinvest, then no interest is payable for that maturity. | ice of approaching maturity unds or redeem all or part of no other instruction has vest the maturing principal ion as the maturing the date of maturity. | As disclosed in the March 2017 quarterly reported to the cease offering new Secured Note Investment 7 January 2017. Existing investments will be redate and interest on those investments will compare the maturity). | s or reinvestments from epaid on their maturity |
| 4  | Debt Maturity An issuer should disclose:  | Benchmark 4 is satisfied by MCFL disclosing the debt maturity profile as at 30 June 2015:  | the following analysis of its  | Analysis of debt maturity profile as at 31 Mar  | rch 2020:                                       |
|    | (a) an analysis of the maturity profile of interest-bearing   |  |  | Term  | Amount  |
|    | liabilities (including notes on   | Term   | Amount   | Within 3 months *   | \$ 1.420m                                       |
|    | issue) by term and value;   | Within 3 months  | \$ 0.000m  | Between 3 months and 1 year *   | \$ 0.517m                                       |
|    | and   | Between 3 months and 1 year  | \$ 0.000m  | Between 1 year and 5 years  | \$ 0.00m  |
|    | (b) the interest rates, or average  | Between 1 year and 5 years *   | \$ 5.000m  | Total   | \$ 1.936m                                       |
|    | interest rates, applicable to its debts.  | Total  | \$ 5.000m  | Weighted average effective interest rate **   | 2.68% pa  |
|    | ns debts.   | Weighted average effective interest rate **  | 1.90% pa   | * Includes shareholders' loans of \$1m, split between th  | ne terms  |
|    |   | * This represents shareholders' loans     ** Represents the interest paid on shareholder loans for   | or the period ending 30 Jun 15   | ** Includes the interest rate on shareholders' loans for t  | the period ending 31 Mar 2020                   |
|    |   |  |  | In January 2020, \$1.000m of the shareholder  | loans were repaid                               |

| ASIC Benchmarks  | Prospectus No. 1 (7 Dec 1 and 23 Dec 16) Content Addressing the E |                     | nentary Pro        | ospectuses (         | 21 Dec 15  |  | e as at<br>ch 2020             |                                    |
|--|---|---------------------|--------------------|----------------------|--|--|--------------------------------|------------------------------------|
| 5 Loan Portfolio An issuer who directly on-lends funds, or indirectly on-lends | MCFL satisfies Benchmark 5 and discloses the following:           |                     |                    |                      | No material change to the current nature of the loan portfolio |  |                                |                                    |
| funds through a related party, should disclose certain specified               | Loan Profile  | Number @<br>30/6/15 | Value @<br>30/6/15 | Number @<br>31/10/15 | Value @<br>31/10/15  | Loan Profile   | Number @<br>31 Mar 2020<br>550 | Value @<br>31 Mar 2020<br>\$4.986m |
| details of the current nature of its (or the related party's) loan             | SA  | 100                 | \$1.649m           | 298                  | \$5.611m   | Broken Hill  | 9                              | \$0.268m                           |
| portfolio.   | Broken Hill   | 0                   | \$0.000m           | 0                    | \$0.000m   | Secured loans  | 539                            | \$5.184m                           |
| , ,  | Secured loans   | 93                  | \$1.558m           | 278                  | \$5.397m   | Unsecured loans  | 20                             | \$0.070m                           |
|  | Unsecured loans   | 7                   | \$0.091m           | 20                   | \$0.214m   | Total loans  | 559                            | \$5.254m                           |
|  | Total loans   | 100                 | \$1.649m           | 298                  | \$5.611m   | Largest borrower   | 1                              | \$0.040m                           |
|  | Largest borrower  | 1                   | \$0.039m           | 1                    | \$0.050m   | 10 largest borrowers   | 10                             | \$0.348m                           |
|  | 10 largest borrowers  | 10                  | \$0.311m           | 10                   | \$0.436m   | In default/ arrears (30 days & greater)  | 26                             | \$0.253m                           |
|  | In default/ arrears (30 days & greater)                           | 0                   | \$0.000m           | 1                    | \$0.002m   | Renegotiated within the past 6 months that were greater than 30 days in default/ | 2                              | \$0.006m                           |
|  | Renegotiated within the past 6                                    | 0                   | \$0.000m           | 0                    | \$0.000m   | arrears  |                                |                                    |
|  | months that were greater than 30 days in default/ arrears         |                     |                    |                      | Subject to legal proceedings                                   | 0  | \$0.000m                       |                                    |
|  | Subject to legal proceedings                                      | 0                   | \$0.000m           | 0                    | \$0.000m   |  |                                |                                    |

| ASIC Benchmarks | Prospectus No. 1 (7 Dec 15) / Suppler and 23 Dec 16) Content Addressing the Benchmark  | mentary Prospec  | Update a<br>31 March |  |                       |
|-----------------|--|--|----------------------|--|-----------------------|
|                 | other significant assets, these loans w way of a registered encumbrance, mo  | Where a loan is to be used to purchase property, a motor vehicle or other significant assets, these loans will predominantly be secured by way of a registered encumbrance, mortgage or charge. All lending is currently in South Australia and Broken Hill. |                      |  |                       |
|                 | MCFL has a robust credit risk manager reviewed. MCFL considers a loan to be payment is 30 days overdue. This doe action prior to this point. | e in default/arrea   | ars when a           |  |                       |
|                 | requirement to give the debtor 30 day  | Loans in arrears are managed on an individual basis. There is a legal requirement to give the debtor 30 days' prior notice of enforcement. Impaired loans are suspended and provisioned where there is doubt of full recovery.                               |                      |  |                       |
|                 | MCFL also discloses the following ana at 30 June and 31 October 2015:  | MCFL also discloses the following analysis of its loan maturity profile as at 30 June and 31 October 2015:   |                      |  | 31 March 2020:        |
|                 | Term   | Term Amount Amount 30/6/15 31/10/15  |                      |  | Amount<br>31 Mar 2020 |
|                 | Within 3 months  | \$ 0.150m  | \$0.203m             | Within 3 months                          | \$ 0.482m             |
|                 | Between 3 months and 1 year  | \$ 0.514m  | \$0.677m             | Between 3 months and 1 year              | \$ 1.738m             |
|                 | Between 1 year and 5 years   | \$ 0.985m  | \$4.731m             | Between 1 year and 5 years               | \$3.034m              |
|                 | Total  | \$ 1.649m  | \$5.611m             | Total                                    | \$5.254m              |
|                 | Weighted average effective interest rate   | 8.79% pa   | 7.83% pa             | Weighted average effective interest rate | 7.03% pa              |

| A | SIC Benchmarks   | Prospectus No. 1 (7 Dec 15) / Supplementary Prospectuses (21 Dec 15 and 23 Dec 16) Content Addressing the Benchmark   | Update as at<br>31 March 2020 |
|---|--|---|-------------------------------|
| 6 | Related Party Transactions An issuer who on-lends funds should disclose its approach to related party transactions, including: (a) how many loans it has made to related parties; (b) the value of those loans; (c) the value of those loans as a percentage of total assets; and (d) the assessment and approval process it follows with related party loans when loans are advanced, varied or extended. | Benchmark 6 is not applicable for MCFL.   | N/A                           |
| 7 | Valuations Where the issuer is involved in or (directly or indirectly) lends money for property-related activities, it should take a specified approach to obtaining and relying on valuations.  | Benchmark 7 is not applicable for MCFL.  MCFL does not lend to developers for property development purposes and is not involved in property mortgage financing. | N/A                           |

| A | SIC Benchmarks  | Prospectus No. 1 (7 Dec 15) / Supplementary Prospectuses (21 Dec 15 and 23 Dec 16) Content Addressing the Benchmark    | Update as at<br>31 March 2020 |
|---|---|--|-------------------------------|
| 8 | Lending principles – Loan to<br>Valuation Ratios<br>Where an issuer (directly or  | Benchmark 8 is not applicable for MCFL.  | N/A                           |
|   | indirectly) on-lends money in relation to property-related activities, it should maintain the following loan-to-valuation ratios:   | MCFL does not lend to developers for property development purposes and is not involved in property mortgage financing. |                               |
|   | (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. |  |                               |

**Signature of Director** 

Name Geoff Mather

Dated 24/04/2020

**Signature of Director** 

Name Tony Pickworth

**Dated** 24/04/2020