Quarterly Directors' Report

To: **The Trust Company (Australia) Limited**
Level 12, Angel Place
123 Pitt Street
SYDNEY NSW 2000

Quarter: The calendar quarter ended **31 March 2025** ("**Quarter**")

Date: **15 May 2025**

We refer to the Debenture Trust Deed dated 8 February 1989 (as amended) ("**Trust Deed**") between RAC Finance Limited ("**Issuer**") and The Trust Company (Australia) Limited ("**Trustee**") and to the Debenture Stock issued in the form of secured notes ("**Securities**") issued by the Issuer under the Trust Deed, and further, to the Reporting Requirements of the Trust Deed. The issuer has no subsidiaries or guarantor.

This quarterly report ("**Report**") is given to the Trustee by the Issuer pursuant to:

a. The Australian Securities and Investments Commission ("ASIC") Regulatory Guide 69 (RG 69) and specifically, RG 69.92 onwards.

b. Section 283BF of the *Corporations Act* 2001 (Cth) ("Act") and

c. In respect of the information required by clauses 8.3 and 8.4 of the Trust Deed.

A copy of the report as required pursuant to section 283BF of the Act and covered in items 1-3 of this report has been lodged with the Australian Securities and Investments Commission.

1. In respect of the information required by subsection 283BF(4) of the Act, the Issuer confirms to the Trustee that:

(a) there has been no failure by the Issuer to comply with the terms of the Securities, the provisions of the Trust Deed or Chapter 2L of the Act during the quarter; and

(b) No event has happened during the quarter that has caused, or could cause, one or more of the following:
(i) any amount deposited or lent under the Securities to become immediately payable;
(ii) the Securities to become immediately enforceable;
(iii) any other right or remedy under the terms of the Securities or provisions of the Trust Deed to become immediately enforceable; and

(c) No circumstances have occurred during the quarter that materially prejudices:
(i) the Issuer; or
(ii) any security interest included in or created by the Securities or the Trust Deed; and

(d) No substantial change in the nature of the business of the Issuer has occurred during the quarter, and

(e) None of the following events has happened 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 of name of a guarantor; and

(f) the Issuer has not created a charge where:
(i) the total amount to be advanced on the security of the charge is indeterminate;
(ii) the advances are merged in a current account with bankers, trade creditors or anyone else; and
(iii) There are no other matters that may materially prejudice any security interests or other interests of the holders of the Securities.

2. In respect of the information required by subsection 283BF(5) of the Act, the Issuer has not deposited money with or lent money to or assumed any liability of a related body corporate during the quarter; and

3. In respect of the information required by subsection 283BF(6) of the Act, the Issuer confirms to the Trustee that the Issuer has not assumed a liability of a related body corporate during the quarter.

4. In respect of the information required by clause 8.3 of the Trust Deed the Issuer confirms to the Trustee that there are no matters adversely affecting the security or the interests of holders of the Securities, and that:

(a) No limitation of liability or borrowing as prescribed by the Trust Deed has been exceeded;

(b) The Issuer has observed and performed all the covenants and obligations binding upon it by or pursuant to the Trust Deed or any security or instrument supplemental or collateral to the Trust Deed;

(c) No event has happened which has or could cause the security created by the Trust Deed to become enforceable;

(d) No circumstances affecting the Issuer have occurred that materially affect the Securities; and

(e) There has been no substantial change in the nature of the business of the Issuer since the issue of the Securities.

5. In respect of the information required by clause 8.4 of the Trust Deed, the Issuer confirms to the Trustee that:

(a) No material trading or capital loss has been sustained by the Issuer;

(b) No contingent liabilities have been incurred by the Issuer; and

(c) There has not been any material change in any accounting method or method of valuation of assets or liabilities and no circumstances have arisen which render adherence to the existing method of valuation of assets or liabilities misleading or inappropriate.

6. With respect to ASIC RG 69.108, the Directors of the Issuer confirm the following:

(a) Statements made in the company's prospectus (as contemplated by RG 69) regarding the intended and/or actual use of funds and the intended and/or actual activities of the issuer's business remain current and no deviations have occurred which would require the issue of a supplementary prospectus or continuous disclosure notice.

(b) The Trustee has been provided with all relevant disclosure documents issued, as and when they were released.

(c) Information stated in the current prospectus pursuant to the compliance or non-compliance with the benchmarks as set out in RG 69 remains unchanged.

Attached "Annexure A" is an update as at the date of this report against the benchmarks as set out in RG 69.108.

The repayment of Securities is secured by a first ranking charge issued by the Issuer in favour of the Trustee over all of the Issuer's assets. The Issuer's prime asset as at 31 March 2025 is a loan portfolio of $400 million – please refer to Benchmark 5 – Loan Portfolio in Annexure A.

These assets are sufficient and are reasonably likely to be sufficient to repay all Securities and all other prior or equally ranking liabilities.

This report was made by the Issuer in accordance with a resolution of the Directors of the Issuer.

Signature of Director

Name Robert Slocombe

Dated 13/05/2025

Signature of Director

Name Jim Walker

Dated 13/05/2025

ANNEXURE A
ASIC Benchmark Update as at 31 March 2025

	ASIC Benchmark	Prospectus #41 (issued 1 Nov 24) Content Addressing the Benchmark	Update as at 31 March 2025
1	**Equity Ratio** Issuers should maintain a minimum equity ratio [calculated as: equity capital / (total debt + equity capital)] of 20% where more than a minor part (>10%) of its activities is lending funds directly or indirectly for property development and 8% in all other cases	As at 30 June 2024, RAC Finance's equity ratio was 14.50% (15.74% as at 30 June 2023) and is defined as follows: $\frac{\textit{Total Equity } \$61.738m}{\textit{Total Liabilities } \$364.051m + \textit{Total Equity } \$61.738m} = 14.50\%$ This does not satisfy Benchmark 1 which states that a minimum equity of 20.00% should be held for issuers with more than 10.00% of its lending activity directly or indirectly for property development; the benchmark is 8.00% minimum in all other cases. From an investor risk perspective, this might be an insufficient safety margin if RAC Finance were to run into financial difficulties. However, RAC Finance considers that its level of equity is appropriate for the business model described in this prospectus. In the financial year ended 30 June 2024, RAC Finance paid a dividend in the amount of $10m to its parent, RACWA Holdings Pty Ltd. No dividend was paid to RACWA Holdings Pty Ltd in the financial year ending 30 June 2023 (But RAC Finance did pay a dividend in the amount of $2.7m in the financial year ending 30 June 2022). Future dividends may be declared subject to regulatory and liquidity considerations.	The equity ratio as at the date of this report is 14.42% (31 December 24: 14.38%). In the quarter ended March 2025 RAC Finance did not pay dividend to its parent, RACWA Holdings Pty Ltd.
2	**Liquidity** Issuers should have cash flow estimates for the next three months, disclose their policy on balancing the maturity of their assets and the maturity of their liabilities, *disclose material assumptions underlying their cash flows, and* ensure that at all times they have on hand cash or cash equivalents sufficient to meet their projected cash needs over the next three months	Benchmark 2 is satisfied. RAC Finance ensures that at all times it holds cash or cash equivalents sufficient to meet its projected cash needs over the next three months. RAC Finance 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. RAC Finance does not have a policy of directly matching investment and loan maturities. RAC Finance considers that its maturity profile is reasonably matched. The majority of the investment funds are invested for a term of one year or less and the average rollover ratio over the six-month period ended 31 August 2024 was 81.64%. Whilst the majority of loans have historically been for terms of one to five years, on average, these have been repaid within three years. RAC Finance uses its average three-monthly re-investment rollover ratio to assess its future cash requirements and stress tests this ratio by 20.00% to allow for any adverse movement in liquidity.	No material changes noted. The average reinvestment ratio for the quarter was 80.07% (31 December 24: 77.96%).
3	**Rollovers / Maturities (including overdue maturities)** Issuers should disclose their approach to rollovers	Benchmark 3 is satisfied by RAC Finance disclosing its policy in relation to rollovers/reinvestments. RAC Finance issues a notice of approaching maturity at least one week before the maturity date. At maturity, an investor can reinvest, add funds or redeem all or part of the maturity value. On the maturity date, if no other instruction has been received, RAC Finance will automatically reinvest the maturing principal for the same term and interest payment option as the maturing investment, at the interest rate applicable at the date of maturity. If an investor advises after the maturity date that they do not wish to reinvest then no interest is payable for that interim period after maturity.	No change.

<table>
<tr>
<td>4</td>
<td>Debt Maturity
Issuers should disclose (a) an analysis of the maturity profile of investments by term and value (b) the average interest rate</td>
<td>Benchmark 4 is satisfied by RACF disclosing the following analysis of its debt maturity profile as at 30 June 2024:

<table>
<tr><th>Term</th><th>Amount</th></tr>
<tr><td>Within 3 months</td><td>$ 101.186m</td></tr>
<tr><td>Between 3 months and 1 year</td><td>$ 202.373m</td></tr>
<tr><td>Between 1 year and 5 years</td><td>$ 49.890m</td></tr>
<tr><td>Total</td><td>$ 353.449m</td></tr>
<tr><td>Weighted average effective interest rate</td><td>4.78% pa</td></tr>
</table>
</td>
<td>Investments issued by RACF are $359.653m and the weighted average effective interest rate has decreased to 4.82% as at 31 March 2025.</td>
</tr>
<tr>
<td>5</td>
<td>Loan Portfolio
Issuers who on lend funds should disclose the current nature of their loan portfolio and their overall approach to lending</td>
<td>RACF satisfies Benchmark 5 and discloses the following:

<table>
<tr><th>Loan profile as at 30 June 2024</th><th>Consumer</th><th>Property</th><th>Total</th></tr>
<tr><td>Number of Loans</td><td>12,416</td><td>90</td><td>12,506</td></tr>
<tr><td>In WA</td><td>10,610</td><td>90</td><td>10,700</td></tr>
<tr><td>In SA</td><td>1,806</td><td>0</td><td>1,806</td></tr>
<tr><td>Secured loans</td><td>12,310
(99.15%)</td><td>90
(100.00%)</td><td>12,400
(99.15%)</td></tr>
<tr><td>Largest borrower</td><td></td><td>2
(2.22%)</td><td>2
(0.02%)</td></tr>
<tr><td>10 largest borrowers</td><td></td><td>13
(14.44%)</td><td>13
(0.10%)</td></tr>
<tr><td>In default/arrears
- 30 days and greater</td><td>84
(0.68%)</td><td>0
(0.00%)</td><td>84
(0.67%)</td></tr>
<tr><td>Renegotiated within past 6 months that were greater than 30 days in default/arrears</td><td>43
(0.35%)</td><td>0
(0.00%)</td><td>43
(0.34%)</td></tr>
<tr><td>Subject to legal proceedings</td><td>1
(0.01%)</td><td>0
(0.00%)</td><td>1
(0.01%)</td></tr>
<tr><td>Value of loans</td><td>$307.828m</td><td>$93.229m</td><td>$401.057m</td></tr>
<tr><td>In WA</td><td>$270.466m</td><td>$93.229m</td><td>$363.696m</td></tr>
<tr><td>In SA</td><td>$37.361m</td><td>$0.000m</td><td>$37.361m</td></tr>
<tr><td>Secured loans</td><td>$306.549m
(99.58%)</td><td>$93.229m
(100.00%)</td><td>$399.778m
(99.68%)</td></tr>
<tr><td>Largest borrower</td><td></td><td>$4.617m
(4.95%)</td><td>$4.617m
(1.15%)</td></tr>
<tr><td>10 largest borrowers</td><td></td><td>$30.243m
(32.44%)</td><td>$30.243m
(7.54%)</td></tr>
<tr><td>In default/arrears

Principal amount and/or interest amount in default/ arrears
- 30 days and greater</td><td>$1.271m
(0.41%)

$0.100m</td><td>$0.000m
(0.000%)

$0.000m</td><td>$1.271m
(0.32%)

$0.100m</td></tr>
<tr><td>Renegotiated within past 6 months that were greater than 30 days in default/arrears</td><td>$1.029m
(0.33%)</td><td>$0.000m
(0.00%)</td><td>$1.029m
(0.26%)</td></tr>
<tr><td>Subject to legal proceedings</td><td>$0.040m
(0.01%)</td><td>$0.000m
(0.00%)</td><td>$0.040m
(0.01%)</td></tr>
</table>

RAC Finance generally restricts exposure to any single borrower to $7.5m, although in certain circumstances particular borrowers may be approved for higher limits.</td>
<td>No material change to the current nature of the loan portfolio and the overall approach to lending.</td>
</tr>
</table>

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.

RAC Finance considers a loan to be in default/arrears when a payment is 30 days overdue. This does not mean that RAC Finance takes no action prior to this point.

Loans in arrears are managed on an individual basis. For defaulting loans covered by the National Consumer Credit Protection Act 2009 (NCCP), there is a legal requirement to give the debtor 30 days' prior notice of enforcement. For all other loans (eg. chattel mortgages, mortgages), seven days' notice of enforcement is required. Impaired loans are suspended and provisioned where there is doubt of full recovery.

Loan Portfolio cont/d

RACF also discloses the following analysis of its loan maturity profile as at 30 June 2024:

Term	Amount
Within 3 months	$39.387m
Between 3 months and 1 year	$111.556m
Between 1 year and 5 years	$250.114m
Greater than 5 years	$0.000m
Total	**$401.057m**
Weighted average effective interest rate	8.38% pa

Loan Portfolio cont/d

Loan profile as at 31 March 2025	Consumer	Property	Total
Number of Loans	11,601	85	11,686
In WA	10,007	85	10,092
In SA	1,594	0	1,594
Secured loans	11,396 (98.23%)	85 (100.00%)	11,481 (98.25%)
Largest borrower		1 (1.18%)	1 (0.01%)
10 largest borrowers		15 (17.65%)	15 (0.13%)
In default/arrears - 30 days and greater	82 (0.71%)	0 (0.00%)	82 (0.70%)
Renegotiated within past 6 months that were greater than 30 days in default/arrears	66 (0.57%)	0 (0.00%)	66 (0.56%)
Subject to legal proceedings	0 (0.00%)	0 (0.00%)	0 (0.00%)
Value of loans	**$301.035m**	**$98.923m**	**$399.958m**
In WA	$267.787m	$98.923m	$366.711m
In SA	$33.247m	$0.000m	$33.247m
Secured loans	$298.852m (99.27%)	$98.924m (100.00%)	$397.776m (99.45%)
Largest borrower		$7.002m (7.08%)	$7.002m (1.75%)
10 largest borrowers		$33.762m (34.13%)	$33.762m (8.44%)
In default/arrears	$1.708m (0.57%)	$0.000m (0.00%)	$1.708m (0.43%)
Principal amount and/or interest amount in default/ arrears - 30 days and greater	$0.092m	$0.000m	$0.092m

Loan profile as at 31 March 2025.

		Renegotiated within past 6 months that were greater than 30 days in default/ arrears	$1.866m (0.62%)	$0.000m (0.00%)	$1.866m (0.47%)	
		Subject to legal proceedings	$0.000m (0.00%)	$0.000m (0.00%)	$0.000m (0.00%)	
	Loan Portfolio cont/d	Analysis of loan maturity profile as at 31 March 2025: **Term** / **Amount** Within 3 months — $46.954m Between 3 months and 1 year — $105.681m Between 1 year and 5 years — $247.322m **Total** — **$399.957m** Weighted average effective interest rate — 8.85% pa				
6	**Related Party Transactions** Issuers who on lend funds to related parties should disclose the current nature of their loan portfolio and their overall approach to related party lending	Benchmark 6 is satisfied. RAC Finance's policy states that related entities requiring a loan must pass the same criteria and be subject to the same terms and conditions as third party applicants. RAC Finance's parent company RACWA Holdings Pty Ltd holds a 17.88% shareholding in Watermark Enterprises Pty Ltd, a company that develops land and sells property in Western Australia. Watermark Enterprises Pty Ltd has a $1.5m loan facility with RAC Finance. Dalton Gooding, a Director of RACWA Holdings Pty Ltd and RAC Finance, is a director and shareholder of Watermark Enterprises Pty Ltd. The loan facility for Watermark Enterprises Pty Ltd of $1.5m represents 0.37% of total loans as at 30 June 2024. The Directors of RAC Finance currently receive directors' fees for acting in that capacity of less than $75,000 per annum in aggregate.				No material adverse change. As of 21 March 2025, Watermark Enterprises Pty Ltd has fully repaid its loan and no longer holds any loan facility with RAC Finance.
7	**Valuations** Issuers lending money for property related activities should disclose their policies and approach to valuations	Benchmark 7 is satisfied. RAC Finance obtains valuations on all property loans on an "as is" and "on completion" basis. If a valuation is more than three months' old at the time of loan approval, RAC Finance management seek confirmation from the valuer that the value has not deteriorated, otherwise a new valuation is obtained. RAC Finance has an established panel of valuers in Western Australia, appointed by its senior management based on their credentials and reputation. Annually each valuer must provide evidence of current professional indemnity insurance. The choice of a valuer is dependent on their area of expertise, with consideration to pricing and turnaround time, with no valuer conducting more than one third of RAC Finance's valuation work as at the time of loan approval. As an exception, RAC Finance may, on occasion, choose to accept a valuation from a valuer not on its panel and generally from valuers accredited with other major lenders. RAC Finance has obtained the consent of the Trustee for its panel of valuers. No loan secured by a property asset exceeds 5.00% of the total value of RAC Finance's loan book				No material change

8	**Lending principles – Loan to Valuation Ratios** Issuer should disclose their policy on how and when funds are provided to developers and where it on lends money to property related activities, it should maintain, where the loan relates to property development—70% on the basis of the latest 'as if complete' valuation; and in all other cases—80% on the basis of the latest market valuation	Benchmark 8 is satisfied. RAC Finance maintains a maximum 70.00% loan to valuation ratio on the basis of the latest "as if complete" valuation for property development loans. Loan funds are only provided to developers in stages, based on external evidence of the progress of the development. In all other property lending cases, RAC Finance maintains a maximum 80.00% loan to valuation ratio on the basis of the latest market valuation (refer to Benchmark 7 – Valuations as to the timing of valuations).	No material change

Signature of Director
Name Robert Slocombe
Dated 13/05/2025

Signature of Director
Name Jim Walker
Dated 13/05/2025