



ANGAS SECURITIES LIMITED ABN 50 091 942 728
AUSTRALIAN FINANCIAL SERVICES LICENCE NO. 232 479

20 April 2017

Johnny Francis
Manager - Corporate Clients
Perpetual
By email: johnny.francis@perpetual.com.au

Dear Johnny

Re: Angas Securities Limited ('Angas') and the Trust Company (Nominees) Limited ('Trustee') – Quarterly Reporting Requirements

We **enclose** the Quarterly Report for the period ending 31 March 2017.

Angas remains committed and continues to efficiently conduct the debenture run off process and the eventual termination of the Trust Deed.

Yours faithfully
ANGAS SECURITIES LTD

Natalie Gatis
COMPLIANCE OFFICER & COMPANY SECRETARY

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Level 14, 26 Flinders Street, Adelaide SA 5000
GPO Box 2948, Adelaide SA 5001
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Web www.angassecurities.com

Investor Service Line 1800 010 800

ANGAS SECURITIES LIMITED

TO: THE TRUST COMPANY (NOMINEES) LIMITED
VIA E-MAIL: JOHNNY.FRANCIS@PERPETUAL.COM.AU

QUARTERLY REPORT – MARCH 2017

Pursuant to Clause 1.5 of Schedule 7 of the Trust Deed for First Ranking Debenture Stock:-

(i) a Directors' Certificate certifying:

(A) full particulars of the total Issued Debenture Stock as at the last day of that quarter:-

ONE HUNDRED AND THIRTY SEVEN MILLION, FIVE HUNDRED AND SEVENTY ONE THOUSAND, SEVEN HUNDRED AND EIGHTY NINE DOLLARS (\$137,571,789).

(B) whether all Principal Moneys and interest which has become due and payable on or prior to the last day of that quarter has been duly paid in respect of all Debenture Stock:-

The following payments were duly paid in respect of all Debenture Stock:-

Interest due and payable	\$	1,366,637.20
Redemptions due and payable:	\$	nil*

* In accordance with the 2016 Run-Off Proposal, redemption date for all Debentures is 30 June 2017 or such later date, being no later than 30 September 2017.

(C) whether all principal and interest payable which has become due and payable on or prior to the last day of that quarter has been duly paid in respect of all encumbrances; and

The following amount was duly received from existing investors in respect of all encumbrances being interest paid to the company:-

Principal Received	\$	1,494,266.07
Interest received / payable	\$	32,283.29

(ii) a quarterly report that sets out the information referred to in paragraph 1.6 and lodge a copy of the report with the ASIC

Report annexed hereto.

CERTIFIED CORRECT for and on behalf of the Board

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ANDREW LUCKHURST-SMITH

.....
MATTHEW HOWER

20th April 2017
.....
DATE

20th April 2017
.....
DATE



Telephone: (08) 8410 4343 Facsimile: (08) 8410 4355
Level 14, 26 Flinders Street, ADELAIDE SA 5000

ANGAS SECURITIES LIMITED ABN 50 091 942 728

ISSUER QUARTERLY REPORTING

Date: 20 April 2017

Issuer: ANGAS SECURITIES LIMITED ACN 091 942 728

Fixed Interest Security: LISTED AND FIRST RANKING

Trustee: THE TRUST COMPANY (NOMINEES) LIMITED

Trust Deed: 19 JULY 2000 (AS AMENDED)

Period of Report: 1 JANUARY 2017 TO 31 MARCH 2017

Item No	Item	Confirmed? Y/N	Comments
Corporations Act 2001 – Chapter 2L			
1.	The Issuer has complied at all times with the terms of the Fixed Interest Securities, the Trust Deed and Chapter 2L of the Corporations Act 2001 during the Period.	No	Angas has been paying redemptions to investors pursuant to orders of the Federal Court of Australia
2.	No circumstances arose during the Period that has caused, or could cause, one or more of the following: (i) any amount deposited or lent under the Fixed Interest Securities to become immediately payable; (ii) the Fixed Interest Securities to become immediately enforceable; (iii) any other right or remedy under the terms of the Fixed Interest Securities or provisions of the Trust Deed to become immediately enforceable.	No circumstances arose	
3.	No circumstances arose during the Period that materially prejudice: (i) the Issuer, any of its subsidiaries, or any of the guarantors; or	No circumstances arose	

	(ii) any security or charge included in or created by the Fixed Interest Securities or the Trust Deed.		
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.	No	Angas and the Trustee agreed to implement an amended Run-Off Model which was approved by the Federal Court on 19 August 2016.
5.	<p>None of the following events happened during the Period:</p> <p>(i) the appointment of a guarantor;</p> <p>(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</p> <p>(iii) a change of name of a guarantor (if this happens, the Issuer's quarterly report must also disclose the guarantor's new name).</p>	No	
6.	<p>The net amount outstanding on any advances at the end of the Period if the Issuer has created a charge where:</p> <p>(i) the total amount to be advanced on the security of the charge is indeterminate; and</p> <p>(ii) the advances are merged in a current account with bankers, trade creditors or anyone else.</p>	Not applicable	
7.	The Issuer is not aware of any other matters that may materially prejudice any security or the interests of the Fixed Interest Security holders.	Issuer is not aware	
8.	<p>[283BF(5)] If the Issuer has deposited any money with, or lent money to, a related body corporate during the quarter, the report must also include details of:</p> <p>(i) the totals of money deposited with, or lent to, a related body corporate during the quarter; and</p> <p>(ii) the total amount of money owing to the borrower at the end of the quarter in</p>	Not applicable	

	relation to those loans		
9.	[283BF(6)] If the Issuer 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.	Not applicable	
10.	For the purposes of 283BF (5) & (6) above, the report: (i) must distinguish between deposits, loans and assumptions of liability that are secured and those that are unsecured; and (ii) may exclude any deposit, loan or assumption of liability on behalf of the related body corporate if it has: (I) guaranteed the repayment of the fixed interest security of the borrower; and (II) secured the guarantee by a charge over all of its property in favour of the trustee.	Not applicable	

Corporations 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 audit) of the Corporations Act 2001.	No	Half Year Review of Financial Statements were not lodged by due date.
12.	The Issuer has complied with all requirements and any recommendations in the Auditors benchmark report for RG 69 (PF223)	Not applicable	

Corporations 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. If so, advise what steps have been taken.	Yes. Complied.	The Company does not have a prospectus in the market.
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Trust Deed

14.	The Issuer has provided the Trustee with copies of all material notifications to ASIC or investors during the Quarter including regarding changes in its officers and charges.	Yes	
15.	<p>The Issuer covenants or reports that:</p> <p>15.1 the amount stated of Fixed Interest Security Stock was on issue as at the last date of the Period.</p> <p>All stock has been issued in the following State:</p> <p>15.2 borrowing limitations as set out under the Trust Deed have not been exceeded;</p> <p>15.3 No other matters exist which may materially prejudice any security or the interest of the Fixed Interest Security holders</p> <p>15.4 no changes have occurred in relation to accounting or valuation methods and policies and that no circumstances have occurred which would lead to existing methods of valuation to be misleading or inappropriate;</p> <p>15.5 assets held for resale in the relevant accounts appear at realisable value in the ordinary course of business;</p> <p>15.6 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;</p>	<p>\$137,571,789</p> <p>Variously throughout Commonwealth of Australia</p> <p>Not exceeded</p> <p>No matters</p> <p>None this quarter</p> <p>Yes</p> <p>Not aware</p>	
16.	The Company has not deposited money or lent money or assumed liability of a Related Body Corporate	No	
17.	No material trading or a capital loss has been sustained by the company	No	

18.	There are no contingent liabilities which have been incurred by the company.	None	
19.	All Principal Moneys received by the Company for Issued Fixed Interest Security Stock have been dealt with in accordance with clause 11.1 of the Trust Deed with all necessary approvals obtained by the Company.	Yes	
20.	Were there any construction loans as at 30 June 2016?	No	
21.	There have been no material changes in the personnel of the company.	No	
22.	Were there any construction loans completed and was there any principal change to the development loan during this quarter?	No	
23.	The Company has its interest noted as mortgagee on policies taken out by mortgagors providing property insurance cover for the full replacement value of any improvements on the property in respect of loans for non-construction purposes for non-strata properties.	Yes	
24.	The Company has adequate insurance in place in accordance with clause 6.8(k) of the Trust Deed.	Yes	
Anti Money Laundering			
25.	The Issuer has complied in all respects with its obligations under the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth).	Yes	

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 is or should be available will be sufficient to repay the amount of each Fixed Interest Security when it becomes due and payable, as reflected in the Run-Off cashflow model per the Explanatory Statement and updated in monthly reports provided to the Loans Realisation Committee convened by orders of the Federal Court of Australia.


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Andrew Luckhurst-Smith


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Date


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Matthew Hower


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Date