NBFI SECURED INVESTMENTS LIMITED

REPORT TO THE TRUSTEE – QUARTER ENDED 31 March 2022

Pursuant to the provisions of the Corporations Act and the Debenture Trust Deed dated 12 December 2006, we herewith provide our report for the quarter ended (31 March 2022) in relation to NBFI Secured Investments Limited.

Report pursuant to Section 283BF of the Corporations Act

a) The Borrower confirms that the Borrower had no events during the quarter that would have caused it to not comply with the terms of the debentures or the provisions of the Trust Deed or Chapter 2L of the Corporations Act. Details of any historic breach are explained in the continuous disclosure statement at the company's website www.nbfisecuredinvestments.com
[Sec 283BF4(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 debentures to become immediately payable.
(ii) the debentures to become immediately enforceable.

(iii) any other right or remedy under the terms of the debenture 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 debentures or the Trust Deed. *[Sec283BF(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 issuing debentures to the public and lending money secured by mortgages over real estate, as permitted by the above trust deed.

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 debenture 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; **Not Applicable**. *[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: **Not Applicable**. *[Sec 283BF(5)(b)].*

l) The Borrower confirms that the Borrower has not assumed any liability for a related body corporate during the quarter. *[Sec 283BF(6)]*

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

	This Quarter *$*	*Growth* *%*	*Total* *$*	*Total* *%*
Value of Securities issued (net)	$106,785	1.46%	$7,422,395	100
Value of Securities maturing within 12 months			$4,355,056	58.67%
Value of Securities maturing beyond 12 months			$3,067,339	41.33%

[Clause 9.5(a)]

n) The Borrower confirms that the Borrower continues to meet the minimum requirements of the Borrowing Limitations. *[Clause 8.1, 8.4 & 9.6(b)(i)]*

o) The Borrower confirms that the Trust Deed:

i) covenants.

ii) representations; and

iii) warranties

are in full force and effect.

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 7.7]*

q) The Borrower confirms that the Borrower has provided to the Trustee, a copy of all:

i) reports; accounts.

ii) notices; and

iii) circulars

sent by the Borrower or any Directors to its members, debenture holders or ASIC at the same time that it has sent the same. *[Clause 6.8(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.

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 Debenture 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 9.4]*

u) The Borrower confirms that the Borrower has made all interest and principal payments to debenture holders when they felt due. *[Clause 9.5(a)]*

v) In the three months to 31 March 2022, the Borrower confirms that the Borrower and its subsidiaries incurred a profit, as a group [Clause 9.6(b)(vii)], of $170,087. Income contributing to the profit of NBFISI has largely been derived from its servicing agreement with NBFI Green Debt Fund No. 1 Pty Ltd which is a Lender to CEP. As previously stated, the parent company, NBFI Holdings Pty Ltd, has taken responsibility of agreed expenses in order to alleviate financial pressure on NBFISI until the NBFISI book grows in size and revenue. The Borrower confirms that the Borrower nor any Guarantor has not incurred any contingent liabilities.

If contingent liabilities have been incurred:

- The amount in $Nil
- A liability of $Nil has matured or 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 9.6(b)(viii)]*

w) The Borrower confirms that there has been no change in liabilities and no circumstances have arisen, which render adherence to the existing method of valuation of assets or liabilities, misleading or inappropriate *[Clause 9.06 (b)(ix)]*.

x) 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 9.6(b)(x)]*

y) 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 9.6(b)(xi)]*

z) The Borrower confirms that the Borrower has maintained such insurance with a reputable insurer as would be affected 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 9.7]*

aa) The Borrower confirms that it has not entered into any joint first mortgages without first notifying the Trustee. *[Clause 11.3]* *bb)* The Borrower confirms that it complied with each condition of its Australian Financial Services Licence during the quarter.

cc) The Borrower confirms that it has an adequate Anti-Money Laundering (AML) Program in place and that it has acted in accordance with this and the AML/CTF Act 2016 during the quarter.

ASIC Regulatory Guide 69: Debentures – improving disclosure for retail investors

a) The Borrower confirms that it has made all necessary disclosures against the benchmarks in its disclosure documents and all disclosures remain true and correct.

b) The Borrower confirms that it continues to meet all benchmarks that the Borrower has stated in disclosure documents that it meets. Refer to Annexure A.

c) 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.

d) The Borrower confirms that hereunder the “promises” (as referred to, for instance, in RG69.118) it has made in disclosure documents it has issues and confirms that it has complied with each of the promises it has made in those disclosure documents:

- The disclosure document of the borrower does not make “promises”. The disclosure document dated 9 October 2020 makes the factual statements and remains unchanged as at the date of this declaration except as detailed in “Annexure A”. Annexure “A” provides disclosure as to whether or not the Borrower has met each of the benchmarks outlines in ASIC Regulatory Guide 69: Debentures – improving disclosure for retail investors. Annexure “B” provides disclosure to the investment portfolio.

COVID 19

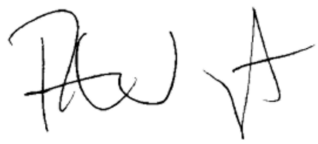
NBFISI is fully aware that we are in a unique and interesting time with the rapidly changing and challenging issues surrounding businesses in relation to **COVID 19**. NBFISI is aware of the impact of the current environment and potential impact on the business and its clients.

Although the impact of COVID -19 is perhaps too early to ascertain, the board is closely monitoring the Investment and Loan portfolios and adopting and implementing procedures to deal with the current external environment on a case-by-case basis.

Comments regarding the company's decision-making process will be covered in the benchmarks in "Annexure A".

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 Debenture when it becomes due and payable.

This declaration has been made in accordance with a resolution of directors on the 27th of April 2022.



Director Peter D Wright
(Signature)

Director Geoffrey J Wensley
(Signature)

Annexure "A"

ASIC Regulatory Guide 69: Debentures – 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. Note that these quarterly figures used in this report are unaudited.

1. Benchmark One – Capital Equity

The Company does comply as of **31 March 2022**, when the capital equity was 14.66**%** (from the companies own unaudited records). The company is accessing various avenues to secure capital resources to ensure the borrower has sufficient capital to grow the fund. Notwithstanding the company believes it has sufficient equity to safeguard investor's funds with a conservative LVR on the loan portfolio of 54.27% and a strong liquidity position (see below)

COVID -19

The company is monitoring the Capital Equity very carefully and expect, albeit difficult, in this current environment to increase this ratio and are seeking additional capital resources.

Capital equity is expressed as a financial percentage by dividing the equity capital of the company by the total debt of the company plus equity capital.

The capital equity required is 8% where development loans represent only a minor part (< 10% of investor funds) of the company activities, otherwise 20% capital equity is required.

As of **31 March 2022**, the Company had no development loans.

2. Benchmark Two – Liquidity

The Company complied at **31 March 2022**, when the company liquidity was 85.34%. Liquidity is the amount of cash or receivables that the company possesses to ensure that it can readily meet any withdrawal of Secured Note funds or the mortgage operations of the company. As at **31 March 2022** the company held liquidity of $6,491,379.00 which represented 85.34% of Notes on issue (this figure will vary over time). During these uncertain times, it has been decided to maintain this high level of liquidity to safeguard against unscheduled redemptions. NBFISI currently have in excess of $1 mil worth of loans pending in various stages of approval through to settlement. These were anticipated to settle during the second quarter this year. Due to the potential maturity liabilities falling due, management has held back on this settlement pipeline of loans until the end of the second quarter. In addition, NBFSI has received a good inflow of quality loans which it will consider towards the end of the second quarter.

The company maintains a minimum of 12% liquidity and in the event that the company's liquidity nears 12%, the company will stop lending in order to increase its liquidity level. Alternatively, the company will seek unsecured loans from its shareholders to ensure that sufficient liquidity is maintained. The experience of the company has been that 12% liquidity

is sufficient to cover the ongoing cash needs without relying on any increase in the level of Notes on issue.
The company reviews cash flows on a three-monthly basis and monitors its financial resources (new Note holders, loan payments and loan advances) on a day-to-day basis to ensure compliance with its minimum liquidity policy of 12%.

Because the company has no “at call” as opposed to fixed term funds, cash flow projections are less vulnerable to unexpected fluctuations.

COVID -19
The company believes that the high level of liquidity at present is adequate to manage redemptions and rollovers of maturing notes. Traditionally, 85% of notes maturing rollover. We are monitoring this very carefully and stress testing a decrease in this percentage. To date we have liaised with most investors who have indicated that they will be renewing their investment.

3. Benchmark Three – Rollovers

The company complies with this benchmark as per the Prospectus No.12, dated the 15 October 2021 as indicated below.
ASIC’s benchmark is that Note issuers disclose their approach to rollovers, including whether the ‘default’ is that Secured Note investments with them are automatically rolled – over upon maturity. The company’s policy is that approximately 30 days prior to the maturity date of a ‘Fixed Term’ investment the company will notify the Secured Note holder in writing, of the rates and terms available upon which funds may be reinvested for a further period. This pre-maturity letter will also state that the company’s current prospectus document, together with any related ongoing disclosure documents, will be available from the company’s website www.nbfisecuredinvestments.com.and that investors who do not have access to the website, may request a hard copy of these documents free of charge by directly contacting the company’s registered office.

As of 31 March 2022, the company experienced 100% rollover of maturing Notes for the preceding 3 months. The average monthly rollover of maturing notes for the previous 12 months ending 31 March 2022 was 88.25%. If the company experienced 20% decrease in retention of rollovers it would have sufficient cash levels to meet the projected cash needs.

COVID - 19
As per benchmark 2.

4. Benchmark Four- Debt maturity

The company complies with this benchmark in Prospectus No.12, dated 15 October 2021 and also on **31 March 2022** as indicated below.
ASIC requires 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.

This benchmark assists investors to understand how the business is funded in terms of the nature, timing, and costs of the issuer's debt obligations. On **31 March 2022**, the total value of Notes on issue was $7,422,395.29 with an average interest rate of 6.418% and a maturity analysis of:

Term	Amount		Number	Percentage
Due before 30/06/2022	$2,154,365.78		16	29.03%
Due between 01/07/22 & 30/09/22	$271,798.93		4	3.66%
Due between 01/10/22 & 31/12/22	$723,149.04		6	9.74%
Due between 01/01/23 & 31/03/23	$1,205,742.12		6	16.24%
Due after 01/04/2023	$3,067,339.42		19	41.33%
Total	$7,422,395.29		51	100.0%

The company reserves the right to redeem early, any Secured Notes by giving 30 days' notice to the holder and redemption may be with or without a premium.

COVID - 19
As per benchmark 2.

5. Benchmark Five – Loan portfolio

As of **31 March 2022**, the Company complied with Prospectus No. 12 dated 15 October 2021.
ASIC require that Secured Notes issuers who on-lend funds, should disclose the current nature of their loan portfolio and their policies in relation to these matters.
Our loan portfolio on **31 March 2022** includes:

a) The company has 9 loans totalling $1,211,878.29
b) Our mortgage documents provide for our loans to be called up at 30 days' notice. With the exception of one loan term for 3 years, all loans have been written with renewable maturity dates of one year.
c) The average interest rate charged on loans on **31 March 2022** was 8.364% and ranged from 7% to 12.25%.
d) The number and value of the loans held by class of activity and geographic region:

MORTGAGE LOANS BY PURPOSE AS AT 31 March 2022

Loan Purpose	Loan Amounts	No. of loans	Percentage
Rural	$501,951.45	2	41.42%
Commercial	$709,925.84	7	58.58%
Development	$0	Nil	0%

Total	$1,211,878.29	9	100.00%

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Security Location	Loan Amounts	No. of Loans	Percentage
NSW	$1,087,842	8	89.98%
Q LD	$0	0	0.00%
VIC	$124,036	1	11.02%
Total	$1,211,878	9	100.00%

(e) As of **31 March 2022**, there were Nil loans in arrears by more than 30 days.

(f) All loans totalling $1,211,878.29 are secured over real property and additional personal property security is taken to ensure that the risk of recovering funds is minimised, where it has a higher exposure to single loans that represent such high proportions of the loan book.
(g) The 10 largest loans total $1,211,878.29 which represents 100% of total loans by dollar value and 100% of loans by number.
(h) No loans are subject of legal proceedings for cost recovery.

COVID -19
The company will continue to manage and assess each loan maturity on a case-by-case basis. Prior to renewal, a valuation will be conducted with instructions to the valuer to stress test the valuation based on current economic conditions. The loan average LVR of the loan book is currently a very low 54.27%.

6. Benchmark Six – Related party transactions

The company does comply on **31 March 2022**, as per Prospectus No. 12, dated 15 October 2021.
ASICs benchmark is that Secured Notes issuers who on lend funds should disclose their approach to related party transactions including how many loans they have made to related parties and the value of those loans, and what assessment and approval process they follow with related party loans.
The company has not made any loans to related parties as of **31 March 2022** which is consistent with its current policy of not lending to related parties.

7. **Benchmark Seven – Valuations**

The company complies with this benchmark as per Prospectus No. 12, dated 15 October 2021.

The ASIC 's benchmark is that Secured Notes issuers who lend monies for property related transactions, should take the following approach to valuations:

(a) Properties (i.e., real estate) should be valued on an 'as is' basis.
(b) Development properties should be revalued 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 one valuer conducts more than one 3rd of the issuer's valuation work: and
(e) Appointment of valuers should be with the Trustees consent.

Issuers should also include information about the valuation of a particular property in the issuers Prospectus where:

(a) the property accounts for 5% or more of the total value of property assets of the issuer; or
(b) a loan secured against the property accounts for 5% or more of the total value of the issuers loan book.

The company has 7 loans on **31 March 2022** that account for 5% or more of the total value of its mortgage asset and these loans collectively total $1,207,042. These loans have been valued by 6 different valuers. These valuations were by summation and direct comparison conducted by independent and qualified valuers on the companies' panel of valuers.

Loan amount	% of Loan Book	Property Value	Date of Valuation
$124,035	10.23	$500,000	December 2017
$95,826	7.91	$175,000	July 2016
$150,735	12.44	$220,000	October 2017
$68,292	5.64	$5,000,000	November 2017
$155,518	12.83	$320,000	November 2017
$182,264	15.04	$729,000	January 2010
$430,372	35.51	$620,000	January 2016

The company reserves the right to obtain on any future dates an up-to-date valuation of the property or properties offered as security at the borrower's expense.

COVID -19
As per benchmark 5.

8. **Benchmark Eight – Lending principles – loan-to-valuation ratios**

At 31 March 2022, the company continues to comply with Benchmark 8, as per Prospectus No. 12, dated 15 October 2021.

ASIC's benchmark is that Notes issuers who on lend funds in relation to property related activities, should maintain the following loan valuations.

(a) Properties (i.e., real estate) should be valued on an 'as is' and (for development property) 'as if complete 'basis.

(b) Development property should be revalued 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.

The average loan to value ratio for the company loan book on **31 March 2022** was 54.27% LVR which reflects a conservative lending policy as issuers approach to loan to value ratio is an indicator on how conservative or aggressive its lending practices are.

COVID -19

As per benchmark 5.

In addition, we have reached out to our borrowers to assess whether a hardship issue applies. We currently have no hardship cases and if and when a hardship case arises, they will be assessed on a case-by-case basis and continually monitored. Our policy will be to consider a deferral of interest payment for a period of time.

Annexure "B"

Investment Portfolio of NBFI Secured Investments Limited

Quarter ending 31 March 2022.

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

Assets	**Current Quarter**	**%**	**Previous Quarter**	**%**
Cash and deposits at call	$6,491,379		$6,235,490	
Other Auth. Invest				
- Bank Term Deposits				
Accrued Interest	$391,387		$353,655	
Non-Current Assets				
Real Property	$606,905		$606,905	
Secured lending (excluding Prop. Dev.)	$1,211,878		$1,227,680	
Property Dev lending *				
Lenders risk reserve				
Other assets	$26,610		$25,370	
Total Assets	$8,728,159	100	$8,449,100	100
Liabilities				
Debenture note holders	$7,422,395		$7,315,719	
Accrued Interest Liabilities	$23,109		$20,813	
Other liabilities	$3,039		$3,039	
Total Liabilities	$7,448,543	100	$7,339,572	100
Net Assets	**$1,279,616**		**$1,109,529**	
Equity				
Contributed equity	$1,531,000		$1,531,000	
Accumulated profits/losses	(251,384)		(421,471)	
Total Equity	**$1,279,616**		**$1,109,529**	

*limited to 10% of monies deposited *[Clause 11.2(a) (ii)]*

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

Number of loans	9
Average loan size	$134,653
Number of loans that comprise more than 10% of the Principal Moneys to any one party or associated party.	5
Value of loans that comprise more than 10% of the Principal Moneys to any one party or associated party.	$1,042,924
Longest term to loan maturity	3 years (all loans 30 days' notice)
Average term to loan maturity	At call 30 days <1 year
Average interest rate charged to Borrowers	8.364%
Average loan to value ratio	54.27%
Average Rate of Return	6.418%

3. Total Loan Portfolio by Security Type as at this quarter end is as follows: -

Security Type	**No.**	**$**	**%**
Rural	2	$501,951.45	41.42%
Commercial	7	$709,925.84	58.58 %
Total	9	$1,211,878.29	100%

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

State / Territory	**Loan Portfolio**			**Secured Property**	
	No.	**$**	**%**	**$**	**%**
NSW	8	$1,087,842	89.98%	$1,869,852	75.09 %
QLD	0	$0	0.0 %	$0	0.00 %
VIC	1	$124,036	11.02 %	$620,179	24.91 %
Total	9	$1,211,878	100 %	$2,490,031	54.27 %

5. Level of Arrears for the Loan Portfolio (provide details of loans in arrears)

Loan No.	Loan Balance $	No. of days in arrears > 30 days	Amount of Arrears due on 30/06/21	Value of Security $	Current Valuation Date	LVR %
	NIL					

6. Financial Ratios

Ratio	This Quarter End	Previous Quarter End
Working capital	1.17	1.16
Debt to Equity Ratio	5.82	6.28
Interest cover (Interest revenue over interest expense)	2.57	2.57
The amount Total Tangible Assets exceeds Total External Liabilities (Clause 8)	$1,279,616	$1,109,529
The amount Total Tangible Assets exceeds Total External Liabilities as a percent. (Clause 8)	14.66%	13.74%
The amount Total External Liabilities are below Total Tangible Assets as a percent (Clause 11 Trust Deed)	85.34%	86.26%
Total Equity divided by Total Liabilities plus Total Equity, Ratio (RG 69)	14.66%	13.74%