

ANGLESEY SECURED INVESTMENTS LIMITED
(Borrower)

REPORT TO THE TRUSTEE – QUARTER ENDED 30 June 2014

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 (**30 June 2014**) in relation to Anglesey Secured 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 debentures 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 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.

[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 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. 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 \$	Growth %	Total \$	Total %
Value of Securities issued (net)	243,455	6.47	4,008,540	100.00
Value of Securities maturing within 12 months			2,178,721	54.35
Value of Securities maturing beyond 12 months			1,829,819	45.65

[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 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 7.7]
- 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, 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 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 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 fell due.
[Clause 9.5(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 9.6(b)(vii)]
- w) The Borrower confirms that the Borrower or any Guarantor has not incurred any contingent liabilities. Not Applicable.
If contingent liabilities have been incurred:
 - The amount is \$Nil
 - A liability of \$Nil 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 9.6(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 9.06(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 9.6(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 9.6(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 9.7]
- 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 11.3]

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 during the quarter.

ASIC Regulatory Guide 69: Debentures – 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. Refer to Annexure A.

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:

The disclosure document of the borrower does not make “promises”. The disclosure document dated 11 February 2014 makes 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 outlined in ASIC Regulatory Guide 69: Debentures – 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 Debenture when it becomes due and payable.

This declaration has been made in accordance with a resolution of directors on the 29th of July 2014.



.....
Director
(Signature)



.....
Director
(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.

1. Benchmark One – Capital Equity

The Company does not comply as at 30 June 2014, when the capital equity was only 6.5 % and not the required 8% where development loans represent a minor part of the company’s activities.

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.

At 30 June 2013 this ratio as a percentage was 5.2% and at 31 December 2013 this ratio as a percentage was 6.09%. The capital equity ratio of 6.5% at 30 June 2014 supports the growing trend to increase capital in the company which has occurred in the last quarter with steady growth in investments in the company. The 30 June 2014 figures are unaudited records.

The company believes that because its principal activity is to lend funds to borrowers on the security of real property not exceeding 70% of valuation and by restricting loans to any one borrower to less than 10% of the total pool or \$500,000 (for all loans other than for rural and development purpose which are restricted to 10%), whichever is greater, that current equity levels are adequate for the nature of its business.

2. Benchmark Two – Liquidity

The Company complies as at 30 June 2014, when the company was 20.2 % liquid. 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 under the mortgage operations of the company. As at 30 June 2014 the company held liquidity of \$809,690 which represented 20.2% of Notes (this figure will vary over time). The company maintains a minimum of 10% liquidity and in the event that the company’s liquidity nears 10% of the company will stop lending in order to increase its liquidity level. The experience of the company has been that 10% 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-month lead 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 10%.

At 30 June 2014 the company experienced 100% rollover of maturing Notes for the preceding 3 months. The average monthly rollover of maturing notes for the 3 months ending 31 March 2014 was 91.3%. If the company experienced 20% decrease in retention of rollovers it would have sufficient cash levels to meet the projected cash needs.

Because the company has minimal (\$122,059) “at call” as opposed to fixed term funds, cash flow projections are less vulnerable to unexpected fluctuations.

3. Benchmark Three – Rollovers

The company complies with this benchmark as per the Prospectus No.5, dated the 11th of February 2014 and at 30 June 2014 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.asicapital.com.au 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.

4. Benchmark Four- Debt maturity

The company complies with this benchmark in Prospectus No.5, dated 11th of February 2014 and also at 30 June 2014 as indicated below.

As it 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. As at 30 June 2014 the total number of Notes on issue was \$4,008,540 with a maturity analysis of:

Term	Amount	Number	Percent
At Call	\$122,059	3	3.05
Due before 30/9/14	\$630,260	9	15.72
Due between 1/10/14 & 30/6/15	\$1,426,401	22	35.58
Due between 1/7/15 & 30/6/19	\$1,829,818	15	45.65
Total	\$4,008,540	49	100

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

5. Benchmark Five – Loan portfolio

As at 30 June 2014, that Company complied, with Prospectus No. 5, dated 11th of February 2014, and as at 30 June 2014.

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 at 30 June 2014 includes:

- a) The company has 18 loans totalling \$3,434,089.
- b) Our mortgage documents provide for our loans to be called up on at 30 days notice. With the exception of one loan term for 5 years, all loans have been written with renewable maturity dates of one year.
- c) The average interest rate charged on loans at 30 June 2014 was 10.47% and ranged from 8% to 18% (higher interest rate).

- d) The number and value of the loans held by class of activity and geographic region:
MORTGAGE LOANS BY PURPOSE AS AT 30 JUNE 2014

Loan Purpose	Loan Amounts	No. of loans	Percentage
Rural	\$2,196,640.60	11	63.97%
Residential unit (business)	\$232,110.90	1	6.76%
Residential	\$265,853.08	2	7.74%
Commercial	\$176,468.38	2	5.14%
Hotel	\$179,959.06	1	5.24%
Property development	\$383,057	1	11.15%
Total	\$3,434,089	18	100%

Security Location	Loan Amounts	No. of Loans	Percentage
NSW	\$2,466,828	13	71.8%
Q LD	\$340,952	2	9.9%
VIC	\$626,309	3	18.3%
Total	\$3,434,089	18	100%

(e) As at 30 June 2013 there were 2 loans in arrears. The total sum of loans more than 30 days in arrears was?

(f) All loans totalling \$3,434,089 are secured by a registered 1st mortgage over real property and water licenses and additional personal property security and 2nd mortgages over real property are 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 \$2,612,079.30 which represents 76.06% of total loans by dollar value and 55.5% of loans by number.

The company has two borrowers with loans that represent more than 10% of its loan book and both these loans hold security over real property. They are \$410,000 (11.9%) and \$383,057 (11.1%). The 1st loan is secured against rural property in central western New South Wales with additional water licence security where the landed security assets were valued at \$900,000 on 16 August 2011 which represents an LVR of 45.5% without including water licence security value. The 2nd loan is for 3 residential properties that were funded as a development and our waiting certificates of occupancy. The builders were behind schedule with completion of this project (whether delays) which should have been finalised with settlements in April 2014. One of these properties has exchanged contracts for \$200,000 as a presale (reducing loan exposure to \$183,000 with an LVR around 40%) and a 2nd property is currently on offer for \$230,000, which will repay the outstanding loan amount.

(h) One loan is subject of legal proceedings.

Loan 66 is subject to proceedings to the extent that the borrower placed the company into voluntary administration and liquidators were appointed to represent creditors. The property was negotiated for sale in April 2014 and after contracts being drawn up the proposed purchaser withdrew their offer. Negotiations have continued with a number of other potential purchasers for an amount exceeding the outstanding principal and interest owed against this security. As of 29 July 2014 contracts are in the process of being exchanged where the outstanding principal and interest outstanding on this loan is \$179,959.06 at 30 June 2014. No losses are anticipated after the sale of this property.

6. Benchmark Six – Related party transactions

The company continues to comply on 30 June 2014, as per prospectus No. 5, dated 11th of February 2014.

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 30 June 2014 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. 5, dated 11th of February 2014.

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 issuers 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 that account for 5% or more of the total value of its total value of property assets and these loans collectively total \$2,058,894. The company has sworn valuations of a total \$14,153,405 for security for these 7 loans as valued by 6 different valuers. These valuations were by summation and direct comparison. Sandhurst trustees limited have consented to the appointment of independent and qualified valuers to the ASI Capital panel of valuers.

Valuations for loans greater than 5% of total value of property assets of the company

Loan amount	% of Loan Book	Property Value	Date of Valuation
\$410,000	11.94	\$900,000*	October 2011
\$383,057	11.15	\$538,000	May 2013
\$288,981	8.4	\$740,000	May 2014
\$266,179	7.75	\$415,000	September 2013
\$250,013	7.28	\$729,000	January 2010
\$233,361	6.8	\$400,000	July 2012
\$227,302	6.61	\$10,431,405	September 2012

*Additional security of water licenses.

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

At 30 June 2014, the company continues to comply with benchmark 8, as per Prospectus No.5, dated 11th of February 2014.

ASICs benchmark is that Notes issuers who on – lend funds in relation to property related activities, should maintain the following loan to valuation's;

- (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 loan book of the company at 30th of June 2014 was 17.53 % 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.

Annexure “B”

Investment Portfolio of Anglesey Secured Investments Limited

Quarter ending 30 June 2014

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

Assets	Current Quarter	%	Previous Quarter	%
Cash and deposits at call	\$809,690.22	18.9	393,504.76	9.83
Other Authorised Investments	\$50,674.87	1.1	27,469.8	0.68
- Bank Term Deposits				
Accrued Interest	\$8,948.12	0.2	7,666.66	0.19
Non Current Assets				
Real Property				
Secured lending (excluding Prop. Dev.)	\$3,051,032.80	70.9	3,230,068.01	80.67
Property Development lending *	\$383,057.00	8.9	345,731.00	8.63
Intangible assets				
Total Assets	\$4,301,565.90	100	4,004,440.23	100
Liabilities				
Debenture note holders	\$4,008,540.07	99.66	3,765,085.76	99.56
Accrued Interest Liabilities	\$13,570.07	0.34	16,484.14	0.44
Other liabilities				
Total Liabilities	\$4,022,110.14	100	3,781,569.9	100
Net Assets	\$279,455.76		222,870.33	
Equity				
Contributed equity	691,000		691,000	
Accumulated profits/losses	(411,544.24)		(468,129.67)	
Total Equity	279,455.76		222,870.33	

*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	18
Average loan size	180,741.56
Number of loans that comprise more than 10% of the Principal Moneys to any one party or associated party.	1
Value of loans that comprise more than 10% of the Principal Moneys to any one party or associated party.	410,000
Longest term to loan maturity	15 years
Average term to loan maturity	At call <1 year
Average interest rate charged to Borrowers	10.47 %
Average loan to value ratio	20.2 %
Average Rate of Return	3.24

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

Security Type	No.	\$	%
Residential	2	\$265,853.08	7.74
Commercial	2	\$176,468.38	5.14%
Development	1	383,057.00	11.15%
Rural	11	\$2,196,640.60	63.97%
Residential unit (business)	1	\$232,110.90	6.76%
Hotel	1	\$179,959.06	5.24%
Total	18	\$3,434,089	100.00

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	13	2,466,828	71.8	14,640,405	74.75
QLD	2	340,952	9.9	3,503,578	17.89
VIC	3	626,309	18.3	1,443,000	7.36
WA					
SA					
TAS					
ACT					
NT					
Total	18	3,434,089	100	19,586,983	100

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 30/6/14	Value of Security \$	Current Valuation Date	LVR %
62	266,447	90	16,447	415,000	16/09/13	56.1
				Plus \$60,000 ppsr		
66	\$179,959	229	25,685.59	220,000+180,000ppsr	16/03/11	40.68
108	\$227,302.39	30	4,456	10,431,405	8/8/2012	2.2

Loan 62. The borrower has provided additional security in the form of a prime mover and aluminium tipper trailer valued at around \$60,000 and the company's mortgage interest is registered on the personal property register. The borrower is making genuine effort to get his loan into order and we are in constant contact with this client.

The borrower has agreed on additional payments of \$500 per month to bring arrears in line.

While this loan is delinquent by 4 months, the borrower is making regular interest payments as they fall due. Higher interest rate will only apply if additional monthly defaults occur.

Loan 66. This loan is secured by a Hotel and contents. Without warning the borrower placed the company into voluntary administration and liquidators appointed. The property was negotiated for sale in April 2014 and after contracts being drawn up the proposed purchaser withdrew their offer. Contracts are currently being exchanged for an amount exceeding outstanding principal and interest (\$179,959 calculated to 30 June) owed against this security. No loss is anticipated after the sale of this property. This loan attracts the higher interest rate.

Loan 108. The present loan amount is \$227,302.39 with security of rural and industrial land at Tamworth, NSW. This loan is now 60 days in arrears and is in the process of being refinanced to another institution. The exposure of \$227,302.39 is against asset security value at \$10,431,405 and no financial loss is anticipated with this loan. The high interest rate is being charged.

6. Financial Ratios

Ratio	This Quarter End	Previous Quarter End
Working capital (%)	105.7%	105.9 %
Debt to Equity Ratio (%)	1439.3%	1696.8%
Interest cover (Interest revenue over interest expense) %	169.2%	140.68%
The amount Total Tangible Assets exceeds Total External Liabilities (Clause 8)	\$279,455.80	\$222,780
The amount Total Tangible Assets exceeds Total External Liabilities as a percent. (Clause 8)	6.95%	5.9%