

# CNH CAPITAL AUSTRALIA RECEIVABLES TRUST SERIES 2011-1

Agricultural and Construction Equipment, Commercial Hire  
Purchase and Goods Mortgage Backed Securitisation Programme

## **Class A1 Notes**

A\$71,500,000 Class A1 Floating Rate Pass-Through Notes

Rated “A-1+(sf)” by Standard & Poor’s

## **Class A2 Notes**

A\$228,000,000 Class A2 Floating Rate Pass-Through Notes

Rated “AAA(sf)” by Standard & Poor’s

## **Class B Notes**

A\$12,000,000 Class B Floating Rate Pass-Through Notes

Rated “AA(sf)” by Standard & Poor’s

## **Arranger and Lead Manager**

Australia and New Zealand Banking Group Limited

(ABN 11 005 357 522)

23 September 2011

# CNH Capital Australia Receivables Trust Series 2011-1

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## **Important Notice**

### **Notes not CNH Capital liabilities**

The Notes do not represent deposits or other liabilities of CNH Capital Australia Pty Limited (ABN 71 069 132 396) (“**CNH Capital**”), Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (“**ANZ**”) or any of their associates.

The holding of Notes is subject to investment risk, including possible delays in payments or repayment and loss of income and principal invested.

None of CNH Capital, ANZ, the Trustee and the Security Trustee and their associates in any way stands behind the capital value and/or performance of the Notes or the Assets of the Trust except for the obligation of the Trustee, in its capacity as Trustee, to make payments and repayments in respect of the Notes.

None of CNH Capital, the Trustee, the Security Trustee, ANZ (in any capacity) or the Swap Provider guarantees the payment of interest on, or any particular rate of return on or performance of, the Notes, nor do they make any statement (including, without limitation, any representation) with respect to income tax or other taxation consequences of any investment which is made in relation to, or the repayment of principal due on, the Notes.

None of the obligations of the Trustee are guaranteed in any way by CNH Capital or ANZ or any associate or related body corporate of CNH Capital or ANZ or by Perpetual Trustee Company Limited in its personal capacity or as trustee of any other trust or by any associate or related body corporate of Perpetual Trustee Company Limited or by P.T. Limited (as Security Trustee, in its personal capacity or as trustee of any other trust) or any associate or related body corporate of P.T. Limited (as Security Trustee, in its personal capacity or as trustee of any other trust).

None of the obligations of CNH Capital are guaranteed in any way by ANZ or any associate or related body corporate of ANZ or by Perpetual Trustee Company Limited (as Trustee in its personal capacity or as trustee of any other trust) or by any associate or related body corporate of Perpetual Trustee Company Limited or by P.T. Limited (as Security Trustee, in its personal capacity or as trustee of any other trust) or any associate or related body corporate of P.T. Limited (as Security Trustee, in its personal capacity or as trustee of any other trust).

### **Purpose of this Information Memorandum**

This Information Memorandum relates solely to the proposed issue of Notes by the Trustee as trustee of the Trust. The Seller Notes are not offered pursuant to this Information Memorandum.

The purpose of this Information Memorandum is only to assist the recipient to decide whether to proceed with a further investigation of the Notes. It is only a summary of the terms and conditions of the Notes and does not purport to contain all the information a person considering investing in Notes may require. The definitive terms and conditions of the Notes are contained in the Transaction Documents. If there is any inconsistency between this Information Memorandum and the Transaction Documents, the Transaction Documents should be regarded as containing the definitive information. A copy of the Transaction Documents may be viewed at the offices of the Manager in accordance with the procedures outlined in Section 13 (“*Transaction Documents*”).

This Information Memorandum should not be construed as an offer or invitation to any person to subscribe for or purchase Notes, and must not be relied upon by intending purchasers of Notes.

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## **Terms and Definitions**

References in this Information Memorandum to various parties and documents are explained in Sections 1.1 (“*General Information*”) and 13 (“*Transaction Documents*”) respectively. Unless defined elsewhere, other terms are defined in the Glossary of Terms in Section 14 (“*Glossary Of Terms*”). Section 14 (“*Glossary Of Terms*”) should be referred to in conjunction with any review of this Information Memorandum.

## **Limited Responsibility**

This Information Memorandum has been prepared solely by the Manager based on information available and facts and circumstances known to it as at 23 September 2011 (the “**Preparation Date**”). The Manager has requested and authorised the distribution of this Information Memorandum and has sole responsibility for its accuracy. Subject to the preceding sentence, while the Manager believes the contents of this Information Memorandum are correct, none of the Manager, the Trustee, the Security Trustee, ANZ (in any capacity) or the Swap Provider or any other person makes any representation or warranty, express or implied, as to, or assumes any responsibility or liability for, the authenticity, origin, validity, accuracy or completeness of, or errors or omissions in, any information, statement, opinion or forecast contained in this Information Memorandum or in any accompanying, previous or subsequent material or presentation. Each of the Trustee, the Security Trustee, CNH Capital (other than in its capacity as Manager), ANZ (in any capacity), the Swap Provider expressly disclaims and takes no responsibility for this Information Memorandum or any omission from it.

Except as stated below, none of the Trustee, the Security Trustee, CNH Capital (other than in its capacity as Manager), ANZ (in any capacity) or the Swap Provider has made, or otherwise purports to make, any statement or representation in this Information Memorandum, nor have any of them been involved in the preparation of any part of it or authorised or caused the issue of it, nor do any of them guarantee the success of the Trust or the repayment of principal or interest on the Notes.

The only role of the Trustee and Security Trustee in the preparation of this Information Memorandum has been to confirm to the Manager as accurate as at the Preparation Date their name and address details in the section headed “Directory”. The Trustee and the Security Trustee have had no involvement in the preparation of any other part of this Information Memorandum.

None of the Manager, the Trustee, the Security Trustee, ANZ (in any capacity), the Swap Provider, or any other person accepts any responsibility to Noteholders or prospective Noteholders to update or correct this Information Memorandum after the Preparation Date with regard to information or circumstances which come to its attention after the Preparation Date.

No recipient of this Information Memorandum can assume that any person referred to in it has conducted any investigation or due diligence concerning, or has carried out or will carry out any independent audit of, or has independently verified or will verify, the information contained in this Information Memorandum.

It should not be assumed that the information contained in this Information Memorandum is necessarily accurate or complete in the context of any offer to subscribe for or an invitation to subscribe for or buy any of the Notes at any time after the Preparation Date, even if this Information Memorandum is circulated in conjunction with the offer or invitation.

## **Date of this Information Memorandum**

This Information Memorandum has been prepared based on information available and facts and circumstances known to the Manager as at the Preparation Date. Neither the delivery of this Information Memorandum, nor any offer or issue of Notes, implies or should be relied upon as a representation or warranty that:

## CNH Capital Australia Receivables Trust Series 2011-1

- (a) there has been no change since the Preparation Date in the affairs or financial condition of the Trust, the Trustee, the Security Trustee, the Manager, ANZ, the Dealer, the Swap Provider, or any other party named in this Information Memorandum; or
- (b) the information contained in this Information Memorandum is accurate, timely and complete at any time after the Preparation Date.

No one undertakes to review the financial condition or affairs of the Trustee or the Trust at any time or to keep a recipient of this Information Memorandum or Noteholder informed of changes in, or matters arising or coming to their attention which may affect, anything referred to in this Information Memorandum.

### **Authorisations**

No person is authorised to give any information or make any representation which is not expressly contained in this Information Memorandum and any information or representation which is not contained in this Information Memorandum must not be relied upon as having been authorised by or on behalf of the Manager, the Trustee, ANZ (in any capacity) or any other party to the Transaction Documents.

### **Intending Purchasers to make Independent Investment Decisions**

The information contained in this Information Memorandum is not a recommendation by the Manager, the Trustee, the Security Trustee, ANZ (in any capacity) or the Swap Provider that any person subscribe for or purchase any Notes. Each intending purchaser must make its own independent assessment and investigation of the terms of issue of the Notes as it considers appropriate and must base any decision to acquire Notes solely upon such independent assessment and investigation.

### **Distribution to Professional Investors Only**

This Information Memorandum has been prepared on a confidential basis for distribution only to professional investors whose ordinary business includes the buying or selling of securities such as the Notes. This Information Memorandum is not intended for and should not be distributed to any other person except with prior written consent of the Manager.

### **Offer or Invitation**

Each offer to purchase or invitation to buy Notes will constitute an offer or invitation that is not required to be disclosed under Part 6D.2 of the Corporations Act as the amount payable by each person to whom the offer is made or the invitation is issued will be at least A\$500,000 (disregarding any amount payable to the extent to which it is to be paid out of money lent by the person offering the Notes or an associate (as defined in Division 2 of Part 1.2 of the *Corporations Act*)) or must otherwise constitute an offer or invitation that is not required to be disclosed under Part 6D.2 of the *Corporations Act*. Accordingly, this Information Memorandum is not required to be lodged with, or registered by, the Australian Securities and Investments Commission.

### **Distribution**

The distribution of this Information Memorandum and the offering or sale of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum comes are required by the Trustee and ANZ to inform themselves about and to observe any such restriction. Further details are set out in Section 11 ("*Selling Restrictions*").

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## **Interest Withholding Tax**

Interest withholding tax will be deducted from payments of interest to any person who is a Non-Resident (unless derived by that Non-Resident in carrying on business in Australia at or through a permanent establishment in Australia) or who is a resident that derives the interest income outside Australia at or through a permanent establishment outside Australia unless the Notes are offered, and interest is paid from time to time, in a manner which satisfies the exemption from interest withholding tax contained in section 128F of the *Income Tax Assessment Act 1936*.

The Trustee proposes to issue the Class A Notes and Class B Notes in a manner that will satisfy that exemption. However even if the requirements for the application of the exemption are satisfied, the exemption will not apply and interest withholding tax will be deducted in respect of payments of interest or amounts in the nature of interest paid to any payee whom the Trustee knows or has reasonable grounds to suspect is an 'offshore associate' of the Trustee other than one acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of an Australian registered scheme.

An offshore associate of the Trustee means an associate (as defined in section 128F(9) of the Income Tax Assessment Act 1936) of the Trustee (including each Beneficiary and its associates) that is either a non-resident of Australia that does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia or, alternatively, is a resident of Australia that acquires the Notes in carrying on a business at or through a permanent establishment outside of Australia.

Subject to certain statutory exceptions, tax will also be deducted from payments to Noteholders who are Australian residents and who do not provide the Trustee with a tax file number, an Australian Business Number or an appropriate exemption.

Noteholders and prospective Noteholder should obtain advice from their own tax advisers in relation to the tax implications of an investment in Notes. In particular, a Non-Resident who holds Notes may be subject to restrictions on transfer of Notes and other constraints, risks or liabilities. Non-Residents into whose possession this Information Memorandum comes are required to inform themselves about, and observe, all such restrictions.

Seller Notes will not be issued in accordance with the exception in s128F and so will be subject to withholding tax deductions.

## **Limited Recovery Against Trustee**

The Trustee's liability to make payments in respect of the Notes is limited to its right of indemnity from the Assets of the Trust which are from time to time available to make such payments under the Master Trust Deed, the Series Notice and the Security Trust Deed. All claims against the Trustee in relation to the Notes are limited to and can only be satisfied out of the Assets of the Trust out of which the Trustee is entitled to be indemnified except in the case of (and to the extent of) any fraud, negligence or Default on the part of the Trustee.

Each Noteholder is required to accept any distribution of moneys under the Security Trust Deed in full and final satisfaction of all moneys owing to it, and any debt represented by any shortfall that exists after any such final distribution is extinguished.

The Trustee will not be liable to satisfy any obligations or liabilities from its personal assets except arising from (and to the extent of) any fraud, negligence or Default on the part of the Trustee.

None of the Manager, the Trustee, the Security Trustee, ANZ (in any capacity) or the Swap Provider or their respective associates guarantees the payment or repayment of any moneys owing to Noteholders or the principal of Notes or the payment of interest, nor do they make any statement



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(including, without limitation, any representation) with respect to income tax or other taxation consequences of any investment which is made under this Information Memorandum.

### **Disclosure of Interests**

ANZ discloses that it and its associates, subsidiaries, directors and employees:

- (a) may have a pecuniary interest in the Notes; and
- (b) may receive fees, brokerage or commissions, and may act as principal, in any dealings in the Notes.

### **References to Ratings**

There are several references in this Information Memorandum to the credit rating of the Notes and certain parties. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. The credit rating of Notes addresses the likelihood of the timely payment of interest. The credit rating of the Notes does not address the expected rate of principal repayment other than the ultimate payment of principal no later than the Final Maturity Date. Apart from this paragraph, the Rating Agency was not involved in the preparation of this Information Memorandum.

### **European Union Capital Requirements Directive - Securitisation Rules**

The Capital Requirements Directive of the European Parliament (which comprises Directive 2006/48/EC and Directive 2006/49/EC) was recently amended by Directive 2009/111/EC to introduce new rules regarding investment and other forms of participation in securitisation transactions by European Union-regulated credit institutions on and after 1 January 2011 (the “**CRD2 Rules**”).

The transaction has been structured so that CNH Capital will hold, in accordance with Article 122a of the CRD2 Rules, a net economic interest in this securitisation transaction. As at the Closing Date, such interest will be comprised of Seller Notes which is the first loss tranche and which will account for 11% of the aggregate principal balance of the securitised exposures on the Closing Date. This complies with Article 122a paragraph (1) sub-paragraph (d). The transaction has been structured so that the Seller Notes will be maintained at no less than 5% of the aggregate principal balance of the securitised exposures. CNH Capital will undertake not to sell the Seller Notes until the Notes are fully redeemed.

Each prospective investor that is required to comply with Article 122a of the CRD2 Rules (as implemented in each Member State of the European Economic Area) is required to independently assess and determine the sufficiency of the information described above and in this Information Memorandum generally for the purposes of complying with Article 122a and none of the Trustee, CNH Capital and each other party to a Transaction Document makes any representation that the information described above or in this Information Memorandum is sufficient in all circumstances for such purposes. Prospective investors who are uncertain as to the requirements under Article 122a which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

See Section 6.15 (“*European Union Capital Requirements Directive - CRD2 Rules*”) for further details.

### **The Arranger and Dealers**

Neither the Arranger nor any Dealer, by reason of a Transaction Document, has a fiduciary relationship with, or is taken to be an agent or trustee of or for, the Trustee.

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The Dealer Agreement does not constitute a partnership between the parties or any of them.

Neither the Arranger nor any Dealer has in any way audited, investigated or independently verified the information contained in this Information Memorandum. Neither the Arranger or any Dealer makes any express or implied representation or warranty, or accepts any responsibility or liability as to, or for, the accuracy, completeness or distribution of this Information Memorandum or as to the business, financial condition or creditworthiness of the Trustee. Neither the Arranger nor any Dealer has undertaken a review of, or undertakes to review, the business, financial condition or creditworthiness of the Trustee or to provide or disseminate any information coming to its notice or attention with respect to any such entity or thing.

The Dealer will not be personally liable whether by way of indemnity or otherwise to another Dealer or any other person in respect of any loss, damage, outgoing or liability accruing as a result of any transaction, dealing or investment made by the Dealer or such other person in or in relation to the Notes or as a result of the failure of the Trustee to carry out any agreement on its part or for anything except its own neglect, default or breach of obligation under the Dealer Agreement.

The Dealer discloses that it and its respective associates, subsidiaries, officers and employees:

- (a) may have a pecuniary interest in the Notes; and
- (b) may receive fees, brokerage or commissions, and may act as principal, in any dealing in the Notes.

# CNH Capital Australia Receivables Trust Series 2011-1

## 1 Issue Summary

This Section 1 provides a general summary of various aspects of the CNH Capital Australia Receivables Trust Series 2011-1 agricultural and construction equipment commercial hire purchase and goods mortgage backed securitisation programme. More detailed information is contained in other parts of this Information Memorandum and should be read together with this summary section.

### 1.1 General Information

#### (a) Overview

- CNH Capital Australia Pty Limited established the CNH Capital Australia Receivables Trust Series 5 (the “**Selling Trust**”) on 12 September 2006 to fund a portfolio of agricultural and construction equipment commercial hire purchase agreements and goods mortgages satisfying the Eligibility Criteria and originated by CNH Capital in the ordinary course of its business.
- Perpetual Trustee Company Limited (ABN 42 000 001 007) as trustee of the Selling Trust (the “**Selling Trustee**”) has acquired the equitable interest in certain Eligible Receivables from CNH Capital.
- CNH Capital Australia Pty Limited established the CNH Capital Australia Receivables Trust Series 2011-1 (the “**Trust**”) on 15 September 2011 to securitise a portfolio of agricultural and construction equipment goods mortgages and commercial hire purchase agreements satisfying the Eligibility Criteria originated by CNH Capital and acquired from the Approved Sellers.
- CNH Capital is acting as Manager, Servicer, Custodian and Swap Provider in respect of the Trust.
- Perpetual Trustee Company Limited (ABN 42 000 001 007) as trustee of the Trust (the “**Trustee**”) may acquire the equitable interest in the Eligible Receivables from CNH Capital and from the Selling Trustee.
- The Trustee is issuing A\$71,500,000 of Class A1 Notes, A\$228,000,000 of Class A2 Notes, A\$12,000,000 of Class B Notes (the Class A1 Notes, Class A2 Notes and the Class B Notes being collectively, the “**Notes**”) for the purposes of this Information Memorandum) and A\$38,500,000 of Seller Notes (the “**Seller Notes**”) to fund the acquisition of the equitable interest in the Eligible Receivables.
- The Seller Notes are not offered pursuant to this Information Memorandum.
- The Notes will be issued in 3 classes, with Class A1 Notes expected to be rated “A-1+(sf)” (short term) by S&P, Class A2 Notes expected to be rated “AAA(sf)” (long term) by S&P and Class B Notes expected to be rated “AA(sf)” (long term) by S&P.

#### (b) Parties to the Transaction

<b>Trustee</b>	Perpetual Trustee Company Limited (ABN 42 000 001 007), as trustee of the Trust.
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<b>Selling Trustee</b>	Perpetual Trustee Company Limited (ABN 42 000 001 007), as trustee of the Selling Trust.
<b>Manager</b>	CNH Capital Australia Pty Limited (ABN 71 069 132 396), in its capacity as Manager of the Trust.
<b>Security Trustee</b>	P.T. Limited (ABN 67 004 454 666) a related company of Perpetual Trustee Company Limited, in its capacity as Security Trustee.
<b>Registrar</b>	Perpetual Trustee Company Limited (ABN 42 000 001 007), as trustee of the Trust.
<b>Custodian</b>	CNH Capital Australia Pty Limited (ABN 71 069 132 396), in its capacity as Custodian.
<b>Approved Seller</b>	Each of:  (a) CNH Capital Australia Pty Limited (ABN 71 069 132 396); and  (b) the Selling Trustee.
<b>Servicer</b>	CNH Capital Australia Pty Limited (ABN 71 069 132 396), in its capacity as Servicer.
<b>Back-up Servicer</b>	Perpetual Trustee Company Limited (ABN 42 000 001 007), in its capacity as trustee of the Trust.
<b>Arranger</b>	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).
<b>Lead Manager</b>	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).
<b>Dealer</b>	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).
<b>Swap Provider</b>	CNH Capital Australia Pty Limited (ABN 71 069 132 396) in its capacity as Swap Provider.
<b>Back-up Swap Provider</b>	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).

### (c) Note Issue Summary

<b>Issuer</b>	Perpetual Trustee Company Limited as trustee of the Trust.
<b>Issue</b>	CNH Capital Australia Receivables Trust Series 2011-1 agricultural and construction equipment, goods mortgage and commercial hire purchase backed floating

CNH Capital Australia Receivables Trust Series 2011-1

rate pass-through notes.

<b>Total Issue Size</b>	A\$350,000,000.	
<b>Final Maturity Dates</b>	Class A1 Notes	17 September 2012
	Class A2 Notes	15 September 2018
	Class B Notes	15 September 2018
	If that day is not a Business Day, determined in accordance with the Modified Following Business Day Convention.	
<b>Nature of Notes</b>	Each Note constitutes a separate and individual acknowledgment by the Trustee, as trustee of the Trust, of its indebtedness to the person whose name is inscribed in the Register in respect of the Note. The Notes are secured, limited recourse, pass-through debt securities.	
<b>Initial Invested Amount</b>	A\$100,000 per Note. The Notes will be issued at par value.	
<b>Denomination</b>	Notes will have a denomination of A\$100,000 per Note and will be issued in minimum parcels of A\$500,000.	
<b>Class Structure</b>	The Notes will be issued in 3 classes with an aggregate Issue Amount of A\$311,500,000	
	Class A1 Notes	A\$71,500,000
	Class A2 Notes	A\$228,000,000
	Class B Notes	A\$12,000,000
	In addition to the Notes, the Trustee will also issue Seller Notes in an Issue Amount of A\$38,500,000.	
	The Issue Amount of the Notes and the Seller Notes is \$350,000,000.	
<b>Credit Ratings</b>	The Class A1 Notes are expected to be rated “A-1+(sf)” (short term) by S&P, Class A2 Notes are expected to be rated “AAA(sf)” (long term) by S&P and the Class B Notes are expected to be rated “AA(sf)” (long term) by S&P. The ratings of the Notes do not address the expected rate of principal repayments under the Purchased Receivables prior to the Final Maturity Date of the Notes.	
<b>Coupon Period</b>	The first Coupon Period begins on (and includes) the Note Issue Date and ends on (but excludes) the first Payment Date.	
	Each other Coupon Period begins on (and includes) a Payment Date and ends on (but excludes) the next Payment Date.	

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<b>Coupon Payments</b>	Three Month Bank Bill Rate (on the first day of each Coupon Period) plus the Margin applicable to each Note, paid on each Payment Date.
<b>Margin</b>	The Margin for each of the Class A1 Notes, Class A2 Notes and the Class B Notes will be determined on the Pricing Date.
<b>Payment Dates</b>	<p>The 15th day of each Quarter subject to adjustment in accordance with the Modified Following Business Day Convention.</p> <p>The first Payment Date will be 15 December 2011. The final Payment Date is the earlier of the Final Maturity Date and the Payment Date on which the Notes are redeemed in full.</p>
<b>Principal Payments</b>	Principal Payments will be paid to Noteholders on each Payment Date. Section 7 (“ <i>Cashflow Allocation Methodology</i> ”) describes the method to calculate Principal Payments to be made on each relevant Payment Date.
<b>Clean Up Call</b>	If the aggregate Invested Amount of the Notes and the Seller Notes is less than 10% of the aggregate Initial Invested Amount of the Notes and the Seller Notes, the Manager may direct the Trustee to offer to assign so many of the Purchased Receivables to CNH Capital or any third party as is necessary to redeem the Notes and the Seller Notes which are outstanding. CNH Capital will have the first right of refusal to purchase or repurchase (as the case may be) the Purchased Receivables which were initially assigned by it to the Trustee, or to the Selling Trustee and on sold by the Selling Trustee to the Trustee, but is not obliged to repurchase those Purchased Receivables. The purchase price received by the Trustee from the sale of those Purchased Receivables will be used to redeem the Notes and the Seller Notes.
<b>Pricing Date</b>	21 September 2011
<b>Note Issue Date</b>	23 September 2011

## 1.2 Structural Features

This Section 1.2 refers to various Transaction Documents entered into in relation to the transaction. A list of the Transaction Documents appears in Section 13 (“*Transaction Documents*”).

### (a) The Master Trust Deed

Under the Master Trust Deed dated 7 June 2001 between Perpetual Trustee Company Limited and CNH Capital Australia Pty Limited (as amended from time to time), a structure has been established which permits the creation of separate and distinct trusts for the warehousing and/or securitisation of financial assets.

The Master Trust Deed governs issues including:

- the procedures to establish each separate and distinct trust;
- the mechanisms for the trustee of a particular trust to issue notes;
- the general rights of noteholders;
- guidelines for the trustee of a particular trust to acquire or invest in Receivables and other Authorised Investments; and
- the rights, powers, duties and protections of the trustee, the manager and the servicer of each particular trust.

Specific terms and conditions relating to a distinct trust, including the particular Receivables to be acquired or invested in by the trustee of that trust and the specific terms of the notes to be issued for that trust, will be set out in a Series Notice executed pursuant to the Master Trust Deed for that trust.

### (b) CNH Capital Australia Receivables Trust Series 2011-1

The Trust was established pursuant to a Notice of Creation of Trust from the Manager to the Trustee dated 15 September 2011. The terms of the Trust are set out in a Series Notice dated on or about 22 September 2011 between the Trustee, the Back-up Servicer, CNH Capital (as Manager, Custodian and Servicer) and the Security Trustee (the “**Series Notice**”).

CNH Capital is the Residual Income Unit Holder of the Trust.

Section 5 (“*Acquisition Of The Pool*”) outlines the acquisition of these Receivables in more detail.

The Trustee is issuing the Notes and the Seller Notes to fund the acquisition of Eligible Receivables from Approved Sellers.

### (c) Deed of Charge

Under a Deed of Charge dated 15 September 2011 between the Trustee, the Manager and the Security Trustee as security trustee, the Trustee grants a first ranking fixed and floating charge over all the Assets and undertakings of the Trust in favour of the Security Trustee to secure the payment of moneys owing to the Chargees in respect of the Trust.

## CNH Capital Australia Receivables Trust Series 2011-1

See Section 10 (*“The Security Structure”*) for more information on the Security Trust Deed and the Deed of Charge.

### (d) **Credit Enhancements**

#### **Class A Notes**

Class A Notes are supported by the following credit enhancements:

##### (i) **Excess Available Income**

On each Payment Date, the Trustee will apply any Excess Available Income of the Trust for the relevant Collection Period to cover, among other things, any Charge Offs which have occurred in that Collection Period and any Charge Offs which have occurred in any previous Collection Period which have not previously been reinstated, before being available for distribution to the Seller Noteholder for the Interest payable on the Seller Notes and the holder of the Residual Income Unit. See Section 7.6(b) (*“Excess Available Income - Distribution of Excess Available Income”*) for more details.

##### (ii) **Subordination of Seller Notes and Class B Notes**

The Charge Offs referred to in paragraph (i) (*“Excess Available Income”*) will first be allocated to the Seller Notes until the Seller Stated Amount is reduced to zero.

If there are any Charge Offs remaining after the Seller Stated Amount has been reduced to zero, the remaining Charge Offs will be allocated first to the Class B Notes until the Class B Stated Amount is reduced to zero, then to the Class A Notes until the Class A Stated Amount is reduced to zero.

#### **Class B Notes**

Class B Notes are supported by the following credit enhancements:

- Excess Available Income
- the subordination of the Seller Notes

The aggregate of the Initial Invested Amount of the Seller Notes and the Class B Notes comprises approximately 14.43% of the aggregate of the Invested Amount of all the Notes and the Seller Notes issued by the Trustee.

The Initial Invested Amount of the Seller Notes comprises 11% of the aggregate of the Invested Amount of all the Notes and the Seller Notes issued by the Trustee.

### (e) **Liquidity Enhancements**

#### **Class A Notes**

Class A Notes are supported by the following liquidity enhancements:

##### (i) **Cashflow Allocations**



## CNH Capital Australia Receivables Trust Series 2011-1

Under the Cashflow Allocation Methodology described in Section 7 (“*Cashflow Allocation Methodology*”):

- Interest due to the Class A Noteholders is payable prior to Interest due to the Class B Noteholders and the Seller Noteholder; and
- principal due to the Class A Noteholders is payable prior to principal due to the Class B Noteholders and the Seller Noteholder, unless the Stepdown Conditions are satisfied on any Payment Date on or after 12 months from the Closing Date in which case an amount equal to the Available Stepdown Principal will first be distributed to the Noteholders of the Class A1 Notes, the Class A2 Notes and the Class B Notes and the Seller Noteholders *pari passu* and rateably.

(ii) **Cash Reserve**

To the extent that Available Income received in a Collection Period is not sufficient to meet Required Payments on the following Payment Date (an “**Income Shortfall**”), the Cash Reserve may be used to meet the Income Shortfall.

(iii) **Principal Draws**

If the Manager determines on any Determination Date that the aggregate of the Available Income of the Trust and any Cash Reserve is insufficient to meet the Required Payments on the following Payment Date (a “**Payment Shortfall**”), then Total Available Principal can be used to fund the Payment Shortfall (a “**Principal Draw**”).

Such Principal Draws will be reimbursed from the Total Available Income (to the extent available) in subsequent periods.

### **Class B Notes**

Class B Notes are supported by the following liquidity enhancements:

(i) **Cashflow Allocations**

Under the Cashflow Allocation Methodology (described in Section 7 (“*Cashflow Allocation Methodology*”)):

- Interest due to the Class B Noteholders is payable prior to Interest due to the Seller Noteholder; and
- principal due to the Class B Noteholders is payable prior to principal due to the Seller Noteholder, unless the Stepdown Conditions are satisfied on any Payment Date on or after 12 months after the Closing Date in which case an amount equal to the Available Stepdown Principal will first be distributed to the Noteholders of the Class A1 Notes, the Class A2 Notes and the Class B Notes and the Seller Noteholders *pari passu* and rateably.

(ii) the Cash Reserve; and

(iii) the Principal Draws.

**(f) Interest rate Management**

For the purposes of hedging the interest rate risk between the fixed rate payments received from Purchased Receivables and the floating rate liabilities of the Trust (including Interest on the Notes) the Trustee has entered into Swaps with the Swap Provider. The Swap Provider's obligations under the Swaps are supported by the Back-up Swap Provider. The Back-up Swap Provider will assume the Swap Provider's obligations under the Swaps on the occurrence of certain events of default set out in the First Master Agreement, including failure by the Swap Provider to make payments due under the Swaps.

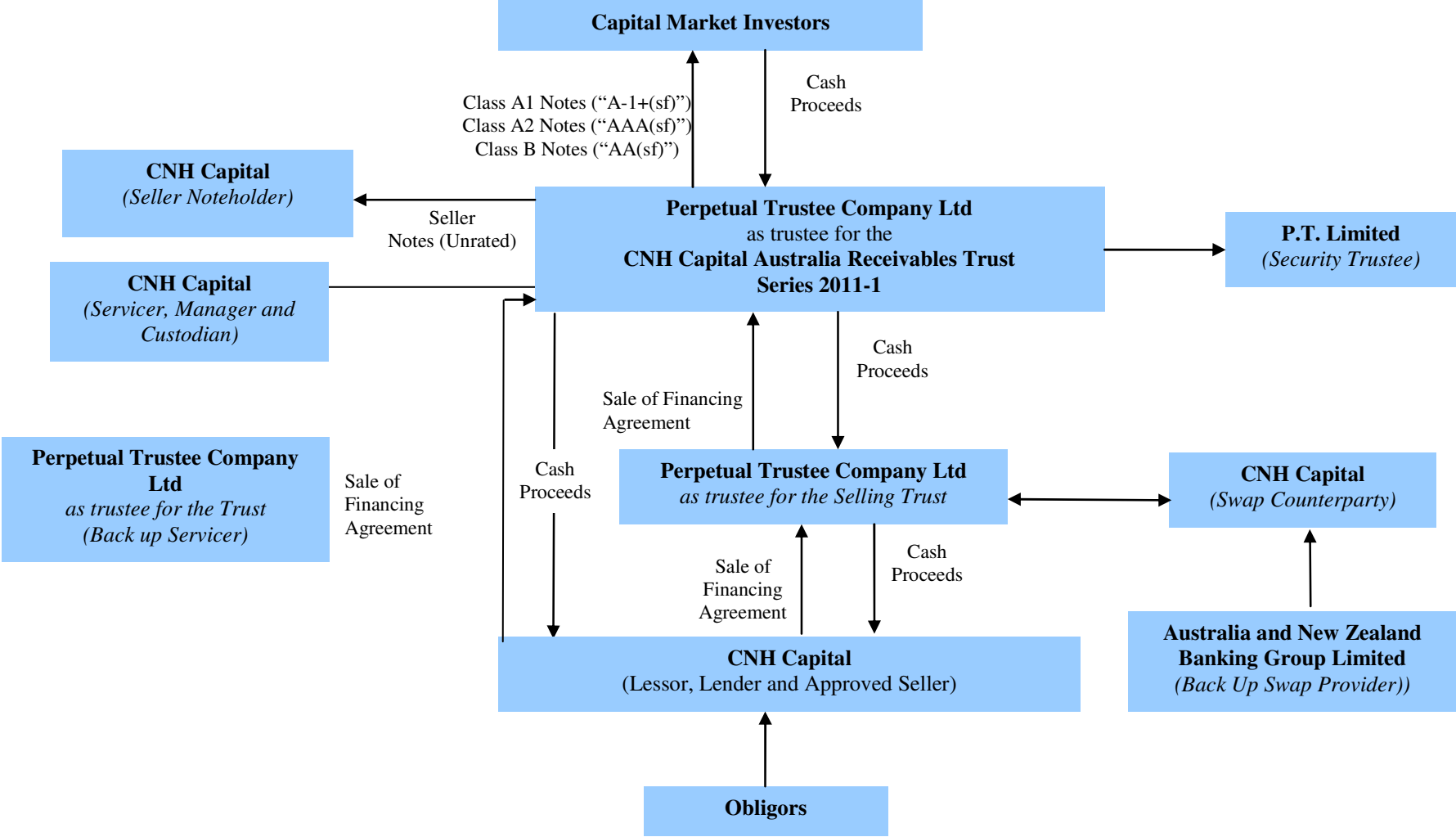
See Section 8.3 ("*The Swap Agreements*") for more details on the Swaps.

# CNH Capital Australia Receivables Trust Series 2011-1

## 1.3 Structure Diagram

A structure diagram is provided below to give a schematic overview of the transaction. It should be viewed subject to the detailed information contained elsewhere in this Information Memorandum.

### CNH Capital Australia Receivables Trust Series 2011-1



# CNH Capital Australia Receivables Trust Series 2011-1

## 1.4 The Pool

As at 31 July 2011, the outstanding principal balance of the Purchased Receivables in the Pool was A\$349,999,197, comprising A\$8,260,844 of commercial hire purchase contracts, A\$9,324,799 of finance leases and A\$332,413,554 of goods mortgages. The average contract value is A\$89,835.52.

Further particulars in relation to the Purchased Receivables are contained in Section 4 (*"The Pool"*).

## 1.5 Further Information

<b>Issue Procedure</b>	The Class A Notes and Class B Notes will be issued to the Dealer, who may either retain or sell some or all of them in the secondary market.
<b>Secondary Market</b>	The Dealer has undertaken to use its reasonable endeavours, subject to market conditions, to promote a secondary market in the Class A Notes and Class B Notes to assist liquidity, including by assisting Noteholders so requesting to locate potential purchasers for the Class A Notes and Class B Notes from time to time.
<b>Transfer</b>	<p>Notes may only be purchased or sold by execution and registration of a Transfer Form in the prescribed form, as described in Section 2.8 (<i>"Transfers"</i>). Notes may be lodged into the Austraclear system, in which case all dealings (including transfers) and payments in relation to Notes so lodged will be governed by the Austraclear regulations (see Section 2.11 (<i>"Austraclear"</i>)).</p> <p>Notes can only be transferred if:</p> <ul style="list-style-type: none"><li>(a) the amount payable by the transferee in relation to the relevant Notes is not less than A\$500,000 (disregarding any amount payable to the extent to which it is to be paid out of money lent by the Noteholder or an associate (as defined in Division 2 of Part 1.2 of the Corporations Act)); and</li><li>(b) the offer or invitation to the transferee by the Noteholder is an offer or invitation for which no disclosure is required to be made under Part 6D.2 of the Corporations Act.</li></ul>

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	<p>None of the Manager, the Trustee, the Security Trustee, the Approved Sellers, the Arranger, the Lead Manager or the Dealer is liable to any Noteholder in relation to a breach by that Noteholder of these restrictions.</p>
<p><b>Taxes</b></p>	<p>The Manager has been advised that the issue or transfer of Notes will not currently attract stamp duty or GST in any jurisdiction of Australia.</p> <p>Withholding Tax and Tax File Number Payments by the Trustee in respect of the Notes are subject in all cases to applicable provisions of fiscal and other laws and regulations. All payments under the Notes must be made free and clear of, and without withholding or deduction for, or by reference to, any present or future taxes of any government agency of any jurisdiction or any political subdivision or taxing authority in it unless required by any law or regulation.</p> <p>If any withholding or deduction as described in the paragraph above is required by any law or regulation, the Trustee will account to the relevant government agency for the amount required to be withheld or deducted and the Trustee will not be obliged to pay any additional amounts to Noteholders in respect of such withholding or deduction.</p> <p>Noteholders and prospective Noteholders should obtain advice from their own tax advisers in relation to the tax implications of an investment in the Notes.</p>
<p><b>Selling Restrictions</b></p>	<p>The offer, sale and delivery of the Notes and the distribution of this Information Memorandum and other material in relation to any Notes is subject to restrictions as may apply in any country in connection with the offering and sale of the Notes.</p> <p>See Section 11 (“<i>Selling Restrictions</i>”) for more information.</p>

CNH Capital Australia Receivables Trust Series 2011-1

<b>Transaction Documents</b>	The Noteholders are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions contained in the Transaction Documents. Copies of the Transaction Documents may be viewed at the offices of the Manager and the Arranger (see Section 13 (“ <i>Transaction Documents</i> ”) for more information).
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## **2 Description Of The Notes**

### **2.1 General**

The Notes are secured, limited recourse, pass-through debt securities issued by the Trustee as trustee of the Trust for the purposes of funding (together with the issue of the Seller Notes) the acquisition of Eligible Receivables. The obligations of the Trustee to pay Interest and make Principal Payments in relation to the Notes and the Seller Notes, the nature of the security granted for the benefit of Noteholders and the Seller Noteholder and other terms relating to the Notes and the Seller Notes are described in this Section 2 (“*Description Of The Notes*”) and Section 10 (“*The Security Structure*”).

### **2.2 Coupon Payments**

Each Note and each Seller Note bears Interest calculated and payable quarterly in arrears as described in this Section 2.2 from the Note Issue Date to (but excluding) the date upon which the Notes or the Seller Notes (as the case may be) are finally redeemed.

#### **(a) Calculation of Interest**

Interest payable on each Note and each Seller Note in respect of each Coupon Period is calculated:

- (i) on a daily basis at the applicable Coupon Rate for that Coupon Period;
- (ii) on the Invested Amount of that Note or on the Seller Stated Amount of that Seller Note, in either case as at the first day of that Coupon Period; and
- (iii) on the basis of the actual number of days in that Coupon Period and a year of 365 days,

and will accrue due from day to day.

No Interest will accrue on any Note or any Seller Note for the period after its Stated Amount is reduced to zero. No overdue or default interest will be payable on any Interest which is not paid in full on the due date.

#### **(b) Coupon Periods**

The first Coupon Period begins on (and includes) the Note Issue Date and ends on (but excludes) the first Payment Date.

Each other Coupon Period begins on (and includes) a Payment Date and ends on (but excludes) the next Payment Date.

#### **(c) The Coupon Rate**

The Coupon Rate applicable to each Note and each Seller Note for an Coupon Period equals the sum of the Bank Bill Rate on the first day of that Coupon Period plus the Margin for that Note or that Seller Note (as applicable).

The Margin for each Note will be agreed between the Manager, the Lead Manager and the Dealer and will be set on the Pricing Date.

**(d) Payment of Interest**

The Trustee will pay Interest to each Noteholder and the Seller Noteholder as calculated above, in arrears on each Payment Date. Noteholders within a Class will be paid *pari passu* and rateably as between themselves.

The Coupon Payments on the Notes will be made from the Total Available Income in relation to the Collection Period ending immediately before the relevant Payment Date, as discussed in Section 7.5(b) (“*Distribution of Total Available Income - Distribution of Total Available Income*”).

The Coupon Payments on the Seller Notes will be made from the Excess Available Income in relation to the Collection Period ending immediately before the relevant Payment Date, as discussed in Section 7.6(b) (“*Excess Available Income - Distribution of Excess Available Income*”).

Section 2.5 (“*Payments*”) details the method of payment.

**2.3 Repayment Of Principal**

**(a) Repayment each Payment Date**

On each Payment Date the Trustee will repay an amount of principal (the “**Principal Payment**”) to Noteholders and the Seller Noteholder from the Total Available Principal in relation to the Collection Period ending immediately before the relevant Payment Date, as discussed in Section 7.7(c) (“*Principal Payments - Principal Payments*”). Principal Payments will be paid to Noteholders in the same Class *pari passu* and rateably as between themselves.

On each Payment Date, the Invested Amount of each Note and the Seller Note will be reduced by, and the obligations of the Trustee with respect to that Note or that Seller Note (as applicable) will be discharged to the extent of the amount of the Principal Payment made on that Payment Date for that Note or that Seller Note (as applicable).

**(b) Final Maturity Date**

The Trustee must pay the Stated Amount in relation to each Note and each Seller Note on the Final Maturity Date for the Note or the Seller Note (as applicable).

No Noteholder or Seller Noteholder will be entitled to receive aggregate principal on any Note or any Seller Note (as applicable) in excess of the Invested Amount for that Note or the Seller Note (as applicable).

**(c) Final Redemption**

Each Note and each Seller Note will be finally redeemed, and the obligations of the Trustee with respect to the payment of the Invested Amount of that Note or that Seller Note (as applicable) will be finally discharged, on the first to occur of:

- (i) the date upon which the Invested Amount of that Note or that Seller Note (as applicable) is reduced to zero;
- (ii) the date on which the relevant Noteholder or the Seller Noteholder renounces all its rights to any amount payable under or in respect of that Note or that Seller Note (as applicable); and



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- (iii) the Payment Date immediately following the date on which the Trustee completes a sale and realisation of all Assets of the Trust and distribution of the proceeds of that sale and realisation of all Assets of the Trust in accordance with the Master Trust Deed and the Series Notice.

### 2.4 Clean Up Call Feature

When the aggregate Invested Amount of all Notes and all Seller Notes is less than 10% of the total Initial Invested Amount of all Notes and all Seller Notes, the Manager may direct the Trustee to offer to sell so many of the Purchased Receivables to CNH Capital or any third party as is necessary to redeem the Notes and the Seller Notes which are outstanding. CNH Capital will have the first right of refusal to repurchase the Purchased Receivables which were initially assigned by it to the Trustee but is not obliged to repurchase those Purchased Receivables. CNH Capital or any third party which has been offered those Purchased Receivables may accept the offer by paying the Trustee the Unpaid Balance of those Purchased Receivables (in case of performing Purchased Receivables) or the Fair Market Value of those Purchased Receivables (in case of non-performing Purchased Receivables). The Servicer (in consultation with the Trustee) will determine whether a Purchased Receivable is performing or non-performing. The purchase price received by the Trustee from the sale of the Purchased Receivables will be used to redeem the Notes and the Seller Notes.

### 2.5 Payments

#### (a) Payments to Noteholders

Any payment made by or on behalf of the Trustee in respect of any Note or any Seller Note will be made to the person whose name is on the relevant Determination Date entered in the Register as the registered owner of the relevant Note or the relevant Seller Note.

Any moneys payable to a Noteholder or the Seller Noteholder will be paid in Australian dollars.

#### (b) Payments on a Business Day

If any payment is due on a day which is not a Business Day, the due date will be the next Business Day unless that day falls in the next calendar month, in which case the due date will be the first preceding day that is a Business Day.

### 2.6 The Register

#### (a) General

The Trustee will keep a register (the “**Register**”) in relation to the Trust containing information including the name and address of each Noteholder, the Seller Noteholder and the Invested Amount and Stated Amount of each Note and each Seller Note from time to time.

The Register will be kept at Level 12, 123 Pitt Street, Sydney or at such place as approved by the Manager. It will be open for inspection by a Noteholder or the Seller Noteholder at any time the Register is open for public access and at no charge.

## **(b) Details Conclusive**

The Trustee must recognise the Noteholder and the Seller Noteholder whose name appears in the Register as the absolute owner of the Notes and/or Seller Notes registered in its name on the Register without any regard to any other record or instrument. The Trustee is not obliged to enter on the Register notice of any trust or other interest whatsoever in relation to any Note or any Seller Note.

## **(c) Closing of Register**

The Trustee may:

- (i) without prior notice to Noteholders and the Seller Noteholder, close the Register:
  - from 4.30pm (Sydney time) on each Determination Date to the close of business on the Payment Date immediately following that Determination Date; or
  - when required for the Auditor to conduct any audit of the Trust; or
- (ii) with prior notice to Noteholders and the Seller Noteholder, close the Register for other periods not exceeding 30 days in aggregate in any calendar year (or, subject to the Corporations Act, such other period agreed between the Trustee and Manager, with the approval of an Extraordinary Resolution of Noteholders and the Seller Noteholder).

## **2.7 Issue of Registration Certificate**

The Trustee will, within 5 Business Days of the Note Issue Date or the registration of a transferee as a Noteholder or the Seller Noteholder, send a Registration Certificate to that person in respect of those Notes or the Seller Notes (as applicable).

A Registration Certificate is not a certificate of title and the Register is the only conclusive evidence of the ownership of Notes or the Seller Notes (as applicable).

## **2.8 Transfers**

### **(a) Minimum Transfer**

A Noteholder or the Seller Noteholder is not entitled to transfer any Notes or any Seller Notes unless the offer or invitation to the transferee is an offer or invitation for which no disclosure is required to be made under Part 6D.2 of the Corporations Act. Without limiting the previous sentence, a Noteholder or the Seller Noteholder must not transfer any Notes or any Seller Notes unless the amount payable by the transferee for those Notes or those Seller Notes is not less than A\$500,000 (disregarding any amount payable to the extent to which it is to be paid out of money lent by the Noteholder or the Seller Noteholder (as applicable) or an associate (as defined in Division 2 of Part 1.2 of the Corporations Act)).

**(b) Transfer Procedure**

Every transfer of Notes and Seller Notes must be effected by a Transfer Form in prescribed form, duly completed and executed by the transferor and transferee and duly stamped (if applicable) prior to lodgement with the Trustee.

Each Transfer Form must be delivered to the Trustee together with the relevant Registration Certificate.

Upon registration, a Transfer Form will take effect at the beginning of the Business Day it is received by the Trustee. When a Transfer Form is received by the Trustee after 4pm on a Business Day, registration of the Transfer Form will only take effect as at the beginning of the next Business Day.

Where the Notes or the Seller Notes are lodged in the Austraclear system, see Section 2.11 (“*Austraclear*”).

**(c) Trustee Entitled to Refuse Registration**

The Trustee may refuse to register any Transfer Form which is not duly completed, executed and stamped (if necessary), or would result in a contravention or failure to observe the Master Trust Deed, or a law of an Australian jurisdiction.

The Trustee is not bound to give any reason for refusing to register any Transfer Form and its decision is final, conclusive and binding. If the Trustee refuses to register a Transfer Form, it will as soon as practicable send to the transferor and the transferee notice of the refusal.

**(d) Payments to Transferee**

On the entry of a transfer of Notes or Seller Notes in the Register, the transferee will become entitled to receive any payments then due or which may become due to the holder of the relevant Notes or the Seller Notes (as applicable).

**2.9 Noteholder and Seller Noteholder Rights**

Subject to the Master Trust Deed and the Series Notice, the Trustee must pay or cause to be paid to each Noteholder and the Seller Noteholder their Coupon Payments and Principal Payments on each Payment Date.

No Noteholder or the Seller Noteholder in its capacity as such, is entitled to:

- (a) require the Trustee to owe to it, or act in a manner consistent with any fiduciary obligation in any capacity;
- (b) an interest in any particular part of the Trust or Asset comprised in the Trust;
- (c) interfere with or question the exercise or non-exercise of the rights or powers of the Servicer, the Manager or the Trustee in their dealings with the Trust or any Asset;
- (d) exercise any rights, powers or privileges in respect of any Asset in the Trust;
- (e) attend meetings or take part in or consent to any action concerning any property or corporation which the Trustee in its capacity as trustee of the Trust holds an interest;

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- (f) seek to wind up or terminate the Trust (except in accordance with the Master Trust Deed);
- (g) seek to remove the Servicer, Manager, Trustee, Custodian or any Support Facility Provider;
- (h) interfere in any way with the Trust;
- (i) lodge or enter a caveat or similar instrument in relation to the Register or claim any estate or interest in any land over which a Receivable Security is held or to which any other Asset relates in respect of the Trust;
- (j) except where the Noteholder or the Seller Noteholder is CNH Capital (and is communicating in some other capacity under the Transaction documents) or the Trustee has otherwise consented (and subject to any provision of a Transaction Document which allows any such communication), negotiate or communicate in any way with any Obligor or other security provider in respect of any Receivable or Receivable Security, or with any Support Facility Provider or any other person who is party to any Transaction Document (other than the Lead Manager);
- (k) take any proceedings of any nature whatsoever in any court or otherwise or to obtain any remedy of any nature (including against the Trustee, the Manager or the Servicer or any former Trustee, Manager or Servicer or in respect of the Trust or any Asset of the Trust) provided that it will be entitled to compel the Trustee, the Manager and the Servicer to comply with their respective duties and obligations under the Transaction Documents, to compel the Security Trustee to comply with its duties and obligations under the Security Trust Deed and to take such proceedings against the Trustee to the extent to which the loss, cost, liability or expense incurred or suffered by it was caused by the fraud, negligence or Default of the Trustee; and
- (l) any recourse whatsoever to the Trustee in its personal capacity, except to the extent of any fraud, negligence or Default on the part of the Trustee.

### **2.10 Notices To Noteholders and Seller Noteholder**

A notice, request or other communication by the Trustee, the Manager or the Servicer to Noteholders or the Seller Noteholder will be deemed to be duly given or made by:

- (a) an advertisement placed on a Business Day in “The Australian Financial Review” (or other nationally distributed newspaper); or
- (b) mail, postage prepaid, to the address of the Noteholders or the Seller Noteholder as shown on the Register. Any notice so mailed will be conclusively presumed to have been duly given whether or not the Noteholder or the Seller Noteholder actually receives the notice.

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**2.11 Austraclear**

If Notes or the Seller Notes are lodged into the Austraclear system, the Trustee will enter Austraclear in the Register as the holder of the Notes or the Seller Notes. While those Notes or the Seller Notes remain in the Austraclear system:

- (a) all payments and notices required of the Trustee and the Manager in relation to those Notes or the Seller Notes will be directed to Austraclear; and
- (b) all dealings (including transfers) and payments in relation to those Notes or the Seller Notes will be governed by the Austraclear regulations.
- (c) The Trustee is not liable for any act or omission of Austraclear.

**2.12 Credit Ratings**

The Class A1 Notes are expected to be rated “A-1+(sf)” (short term) by S&P, the Class A2 Notes are expected to be rated “AAA(sf)” (long term) by S&P and the Class B Notes are expected to be rated “AA(sf)” (long term) by S&P. Ratings other than these have not been requested. There can be no assurance as to whether another rating agency will rate the Notes and if so, what ratings would be so assigned to the Notes. Any ratings so assigned could be lower than those indicated above. The ratings of the Notes should be evaluated independently from similar ratings on other types of securities. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. The ratings of the Notes do not address the expected rate of principal repayments other than the ultimate payment of principal no later than the Final Maturity Date. The Rating Agency was not involved in the preparation of this Information Memorandum other than the paragraph entitled “Reference to Ratings” in the Important Notice section.

**2.13 Key Dates & Periods**

**Pricing Date:** On or about 21 September 2011

**Note Issue Date:** On or about 23 September 2011

**Final Maturity Date:** Class A1 Notes 17 September 2012  
Class A2 Notes 15 September 2018  
Class B Notes 15 September 2018

If that day is not a Business Day, determined in accordance with the Modified Following Business Day Convention.

**Payment Dates:** The 15th day of each Quarter subject to adjustment in accordance with the Modified Following Business Day Convention.

The first Payment Date will be 15 December 2011. The final Payment Date is the earlier of the Final Maturity Date and the Payment Date on which the Notes and Seller Notes are redeemed in full.

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<b>Collection Period:</b>	In relation to a Payment Date, the period from (and including) the first day of the Quarter immediately preceding the Quarter in which the Payment Date occurs to (but excluding) the first day of the calendar month in which the Payment Date occurs. The first Collection Period is the period from (but excluding) the Cut-Off Date to (but excluding) 30 November 2011. The last Collection Period is the period from (but excluding) the last day of the previous Collection Period to the Termination Date of the Trust.
<b>Determination Date:</b>	The date which is 3 Business Days prior to a Payment Date.
<b>Coupon Period:</b>	<p>The first Coupon Period begins on (and includes) the Note Issue Date and ends on (but excludes) the first Payment Date.</p> <p>Each other Coupon Period begins on (and includes) a Payment Date and ends on (but excludes) the next Payment Date.</p>

## **3 CNH Capital Australia Pty Limited**

### **3.1 Background & History**

CNH Global N.V. (“**CNH**”) is incorporated in The Netherlands under Dutch law. CNH combines the operations of New Holland N.V. (“**New Holland**”) and Case Corporation (“**Case**”) as a result of their business merger on 12 November 1999.

CNH is a global, full-line company in both the agricultural and construction equipment industries, with strong and usually leading positions in most significant geographic and product categories in both agricultural and construction equipment. CNH’s global scope and scale includes integrated engineering, manufacturing, marketing and distribution of equipment on five continents. CNH organises its operations into three business segments: agricultural equipment, construction equipment and financial services. CNH believe that it is, based on units sold, one of the largest manufacturers of agricultural equipment and one of the largest manufacturers of construction equipment around the world. CNH believes that it has one of the industry’s largest equipment finance operations.

CNH markets its products globally through its two highly recognized brand families, Case and New Holland. Case IH Agriculture and New Holland Agriculture make up its agricultural equipment brand family. Case Construction and New Holland Construction (along with Kobelco in North America) make up its construction equipment brand family. As at 30 June 2011 CNH has 40 manufacturing locations, 29 Research & Development (R&D) centres and several joint ventures throughout the world and distributed its products in approximately 170 countries through an extensive network of approximately 11,300 dealers and distributors.

To facilitate the sale of its products, CNH offers a range of Financial Services products, including retail financing for the purchase or lease of new or used equipment. In some countries CNH also offer wholesale financing to its dealers. Their retail financing alternatives are intended to be competitive with financing available from third parties. CNH offer retail financing in Australia, Brazil and North America through wholly owned subsidiaries and in Western Europe through our joint venture with BNP Paribas Lease Group (“**BPLG**”). CNH Capital Australia Pty Limited (“**CNH Capital**”) is the wholly owned financial services arm of CNH operations in Australia, which in turn is wholly owned by CNH Global.

CNH Capital principally finances both agricultural and construction equipment manufactured by CNH Global and sold throughout the dealer network, under the New Holland and Case brands. Until May 2009 CNH Capital’s operations in Australia run under two brand names being Case Credit and New Holland Finance. From May 2009 financial operations were rebranded under the CNH Capital banner.

CNH Capital was incorporated in May 1995 as Case Credit Australia Pty Limited when it took over control of an existing retail loan portfolio from Case Corporation Pty Ltd. The activities of a retail financing operation within the Case business date back 25 years. New Holland Credit Australia Pty Ltd was incorporated in April 1999.

### **3.2 Origination of Agricultural and Construction Equipment Receivables**

Applications for retail finance are introduced by Case and New Holland dealers to CNH Capital for the financing of new or used agricultural and construction equipment. CNH Capital has a sales team (State Finance Managers – SFMs) that interfaces with, and supports the dealer network. The SFMs provide the dealers with rate updates, details of marketing programs and technical support. SFMs work closely with the underwriting department and the dealers to ensure credit standards are maintained. However it should be noted that the SFMs have no credit approval authority. No other origination methods other than the dealer

network are used. Dealers are not responsible for underwriting, however they assist in the initial data collection process and forward this information to CNH Capital for further analysis. Dealers complete the initial aspects of the “Finance Application”.

A completed standard credit application form is required for all applications. The application form contains customer details, ABN, details of the equipment to be financed and the amount of finance. The credit application is then sent online, via email or facsimile to CNH Capital.

### **3.3 Underwriting Guidelines**

Underwriting is centralised at CNH Capital’s head office in St Marys. The underwriting department falls under the responsibility of the Senior Manager Retail Portfolio. The department comprises a Retail Underwriting manager and four underwriters / credit analysts. Each of the credit analysts holds a lending authority based on their relative experience level. All deals are approved by underwriting, except hardship refinancing which are approved by the Managing Director.

Credit decisions are based on the accumulation, verification and interpretation of application information analysing the following underwriting criteria:

- recent financial statements and borrower tax returns
- asset backing of customer
- how long the customer’s business has been established
- amount of cash deposit / trade-in
- price verification on the unit being purchased
- age of unit
- payment history to CNH Capital and others
- Veda Advantage report
- structure of the deal (repayment schedule) / rate of finance quote
- detailed cashflow forecast / business plan
- credit references
- availability of guarantors and/or additional security

The Retail Underwriting manager is ultimately responsible for what checks are considered necessary, but these are subject to review by the credit committee.

Delegated lending authorities are assigned on an individual basis based on position and experience. These levels and the underwriters' performance is reviewed via the “decision sampling” process whereby 3% of all lending decisions are sampled on a periodic basis (maximum interval between samples is 6 months). This is a next level up review of the underwriting decisions made.



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The matrix shown below highlights the approval limits not only for the underwriting department, but also the retail lending manager, retail operations manager, managing director, credit committee and offshore approval.

<b>Authority</b>	<b>Amount (AUD)</b>
Credit Analyst	
Level 1	Up to \$150,000
Level 2	Up to \$350,000
Level 3	Up to \$550,000
Senior Credit Analyst	Up to \$650,000
Underwriting Credit Manager	Up to \$850,000
Senior Manager Retail Portfolio	Up to \$1,300,000
Managing Director	Up to \$2,500,000
Credit Committee	Up to \$4,400,000
CNHC Head Office (North America)	Over \$4,400,000

CAP (Credit Application Processing) system has in built authority limits linked to each underwriter. The deals approved by an underwriter are randomly reviewed via the decision sampling process by the Retail Underwriting manager to ensure compliance with credit policies and appropriate criteria.

Loan / lease parameters are based on the type of equipment, whether the equipment is new or used, and the amount of deposit / trade-in there is in the deal.

All payments are calculated by the CAP system. They are based on a repayment schedule, which can either be monthly, annual or structured. Structured repayments are designed to meet the cash flows of CNH Capital’s customer base, for example, if a farmer grows two crops per year, then his repayments would be structured on a semi-annual basis in order to match the cash flow the farmer receives from the sale of his crop. Alternatively a farmer may sell his crop over a three-month period, then have no income until the next year, so his repayments would be structured to make payments in each of the three months he has income and then no repayments are scheduled until the next year.

Advance rate guidelines for new equipment are based on 85% of the recommended retail price of the equipment to be financed. For used equipment, reference is made to the AMDS (Australian Machinery Dealers) guide (similar to Glass’s Guide and the Red Book). Prices from the guide are then discounted by up to 30% to assess the equipment value. The advance rate is highly dependent on the credit quality of the borrower.

CNH Capital actively encourages its borrowers to retain and build equity in their equipment. This encouragement is emphasised by the prudent structuring of each transaction.

Underwriting declines are tracked on the basis that the Retail Underwriting manager reviews the approval rate on a monthly basis. Exceptions are not relevant as each deal is assessed on a case by case basis. Transactions are generally declined based on inability to service proposal

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or a poor customer credit reference from Veda Advantage, inconsistent payment history, lack of deposit, poor structure (excessive balloon payment) and age of equipment.

CNH refinances some receivables in hardship cases (“**Hardship Refinances**”). These are a part of CNH Capital’s business and are managed collectively by underwriting and collections. Given the predominant underlying business of CNH Capital’s target customers, Hardship Refinances are managed proactively, for example, excessive rain during the wheat harvest period in NSW at the end of 2000 resulted in CNH Capital providing Hardship Refinancing to affected borrower loans. A similar situation occurred following the effects of the 2002 / 2003 drought and the 2011 floods and cyclones in North Queensland. Hardship Refinances are done on a case by case basis and approval is only granted where the underwriting standards are met. The major reasons for Hardship Refinances would include general economic and environmental conditions affecting CNH Capital’s customer base but generally are confined to the agricultural business and the associated climate affected issues of drought & flood.

If any Hardship Refinances occur in respect of any Assets of the Trust, the relevant contracts will be paid out, terminated and then re-financed.

With respect to extensions, these are reviewed on a case by case basis and are approved within the collections department. Extensions are tracked separately via a spreadsheet maintained by the senior collections officer.

Self-audits in the form of decision sampling are conducted on a half-yearly basis. As the name suggests the focus of this process is to review the underwriting decisions made by the individual members of the department.

Where an underwriting decision is reviewed and not considered to be “acceptable”, the decision will be analysed with the underwriter. Such an outcome would also lead to closer scrutiny of that underwriter going forward.

### **3.4 Servicing of Purchased Receivables**

CNH Capital as Servicer of the Purchased Receivables retains responsibility for the day to day management of those Receivables on behalf of the Trustee.

Under the Master Trust Deed, CNH Capital is required to manage the Purchased Receivables with the degree of diligence and care expected of an appropriately qualified Servicer of the relevant financial products, and in accordance with its established policies and procedures. As Servicer, CNH Capital will retain a database of the Purchased

Receivables on its existing computer systems, and will continue to service those Receivables, including the management of the collections process, and the banking of collections to the account of the Trustee. The Purchased Receivables will be separately tagged and identified within CNH Capital’s systems. The Master Trust Deed also requires CNH Capital to provide to the Manager and the Trustee quarterly reports relating to the performance of the Purchased Receivables.

### **3.5 Document Control and Custody**

The Custodian is responsible for the custody of the Relevant Documents in respect of the Purchased Receivables as custodian for the Trustee. These Relevant Documents are held in accordance with the Custodian Agreement. After settlement, all original documents are imaged using Alchemy software after which the documents are sent to an off-site warehouse, where they are collated and stored in a fire proof secured location.

## 3.6 Procedures for Collection and Enforcement

The Retail Collections department, under the responsibility of the Chief Operating Officer handles collections on all accounts and all product types throughout Australia and manages the loss recoveries on defaulted contracts including arranging sale of equipment and initiating legal action against defaulted obligors to recover any balance outstanding after sale of the equipment.

An account is reported as past due if it is more than \$100 in arrears, however for arrears reporting purposes contracts that are \$0.01 and greater are recorded. Each customer receives reminder letters at 7 and 21 days after their payment falls due. The Collection Officers will make telephone contact with any customer who does not make payment within the terms of their contract. All customer contact is documented via comments on the system.

Default notices are issued during the course of collection activity by the relevant collection officer. All accounts that are approved for repossession activity are tracked by the collections officer who is responsible for ensuring prompt follow-up by the mercantile agent. If the assets are recovered the account is identified with a 'Repossession' status on the system. Where equipment is repossessed a 'Form 8' Notice is issued to all parties on an account. This advises of the customers' rights and obligations under the repossession. They are also given 28 days to rectify the arrears and redeem the equipment.

At all times during the aging cycle, the Retail Collections Manager performs daily random checks of accounts to ensure appropriate and diligent follow-up by the collections group. All collection officers are judged based on monthly targets for 30 day, 90 day and 180 day arrears.

In certain circumstances a contract will be rewritten. This action may be instigated by the customer prior to the account becoming delinquent. The motivation in rewriting the contract is always to protect the asset and ensure repayment of the debt. All initial requests for refinancing are handled by the collections area. The collector will first investigate the possibility of encouraging the customer to make payments as per the original contract term or to agree to an extension/deferral of payment.

If there is no alternative and the customer has strong credit and good payment history, the contract may be rewritten. This involves the customer completing a new credit application including justification of their circumstances. Once the documentation is received it will be forwarded to the underwriting group for inputting into CAP. Approval requires collections, Chief Operating Officer and Managing Director signoff and the authorities for approval depend on the total customer exposure.

The Chief Operating Officer approves any requests for repossession activity. This activity is approved as a last resort after it has been determined a customer is unable or unwilling to honour contract obligations. In the event the repossession activity is approved, the account is assigned to a mercantile agent.

The objective of CNH Capital's disposal procedure is to obtain the best price which could be reasonably obtained given current market conditions, the condition of the equipment and the market outlook.

Generally repossessed and surrendered equipment is either transported to the nearest dealer who CNH Capital feels is in the best position to maximise resale value for the equipment or to the nearest storage facility of our auctioneer. Repossessed equipment can be either marketed by the dealership or sold at auction through our auctioneers. CNH Capital also directly markets the equipment with the wider dealer network via their website.

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The remarketing officer arranges for an appraisal and valuation of the equipment from the holding dealer. This will be based on recent sales of comparable equipment, current market conditions for that product type and the various trade price guides. The Chief Operating Officer will then determine the price for which the equipment is offered. The organisation holding the equipment on behalf of CNH Capital will liaise with CNH Capital to determine progress and strategy.

After the equipment has been sold, a notice is sent to the customer advising of the sale proceeds and the net amount owing under the contract after deduction of all the sale and pre-disposal expenses. Once a piece of repossessed equipment has been sold and a loss is realised, the account will be handled by the collections group. CNH Capital will then make a commercial determination as to whether legal action and recovery of the associated costs should be taken against the client to pursue loss recovery.

CNH Capital's policy is to book a partial charge-off against the outstanding balance when the contract has reached 'Redemption Expired' status and the value of the equipment has been independently assessed. Based on this evaluation, the partial charge-off booked is the difference between the payout value of the loan and estimated equipment wholesale value. After the equipment is sold, a full charge-off is processed either as a write-back or an incremental charge-off based on the proceeds received.

In order to charge off an account a write off request is prepared setting out the details of the balance to write off, whether as a partial or a full, and an explanation of the charge off request and a recommendation to charge off the balance. The write-off request must be approved by the Chief Operating Officer and the Managing Director prior to being processed. Any write-offs for customers totalling more than USD\$100K must be referred to Head Office in the USA for review and approval.

The amount charged off is the principal balance of the account plus any interest earned but not collected, plus the costs of repossession, sale and recovery, less the proceeds of the equipment sale.

### **3.7 Financial Services Licence**

CNH Capital has obtained an Australian Financial Services Licence under Part 7.6 of the *Corporations Act 2001* (Australian Financial Services Licence No. 286664).

## 4 The Pool

### 4.1 Features of the Purchased Receivables

The Purchased Receivables comprise a pool of Receivables and the Related Security in respect of the relevant commercial hire purchase agreement or goods mortgage (the following being the "**Eligibility Criteria**"):

- (a) where the relevant Obligor's principal place of business and permanent establishment for tax purposes is in Australia;
- (b) to which the Consumer Credit Legislation does not apply;
- (c) which was approved and originated in Australia by CNH in accordance with all applicable laws, the Guidelines and in the ordinary course of its business;
- (d) the Financed Property was at the date the Receivable was originated, the subject of an insurance policy in accordance with the Guidelines
- (e) with a commencement date not earlier than 1 January 1999;
- (f) which had a remaining term at the date of origination of not more than 72 months;
- (g) which is denominated and payable only in Australian dollars in Australia;
- (h) in respect of which CNH has not received any notification that any Financed Property is defective or is non operative;
- (i) under which, to the best of CNH's knowledge, no Financed Property has been repossessed or been subject to an accident leading to total loss;
- (j) under which, as at the date of origination, the principal outstanding of the Receivable did not exceed the aggregate of its acquisition cost including GST, plus freight cost, document fees, stamp duty and insurance;
- (k) which in respect of any loan originated or acquired by the relevant Approved Seller before 15 September 2008, the interest rate is greater than 3% or in respect of any loan acquired by the relevant Approved Seller on or after 15 September 2008, the interest rate is greater than 4%;
- (l) under which the Financed Property was acquired for use in Australia and, to the best of CNH's knowledge, remains in Australia;
- (m) in respect of which CNH is not aware of any event which will entitle it to terminate the Equipment Financing Agreement;
- (n) the relevant Obligor has taken delivery of the relevant equipment and, to the extent that it is due and payable, the first payment under the Equipment Financing Agreement has been made by the relevant Obligor;
- (o) under which no payment has been rescheduled other than in accordance with CNH's collection policy;
- (p) in respect of which CNH is not subject after the date of origination to any outstanding commitment, obligation or liability (whether present or future, actual or contingent)

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under the Equipment Financing Agreement to make any advance, payment, financial accommodation, compensation or indemnity of any nature to the relevant Obligor or any other party;

- (q) in respect of which CNH:
  - (i) in relation to a Receivable that is a chattel mortgage, is the sole legal owner and where the Selling Trustee is the relevant Approved Seller (as far as CNH is aware), the Selling Trustee is the sole beneficial owner of the chattel mortgage over the relevant Financed Property free from any Security Interest; and
  - (ii) in relation to any other Receivable, is the sole legal and where the Selling Trustee is the relevant Approved Seller (as far as CNH is aware) the Selling Trustee is the sole beneficial owner of the Financed Property free from any Security Interest subject only to the rights of the Obligor as lessee of the Financed Property;
- (r) in respect of a Receivable that is a chattel mortgage and on the date which that Receivable is entered into or approved, the relevant Obligor is the sole legal and beneficial owner of the relevant Financed Property free of any Security Interest;
- (s) in respect of which the obligations of the relevant Obligor under the Equipment Financing Agreement and the obligations of each guarantor with respect to the Equipment Financing Agreement will in each case rank at least pari passu with all their respective present and future unsecured obligations, save for obligations mandatorily preferred by law;
- (t) in respect of which each guarantee relating to an Equipment Financing Agreement is a continuing security for all amounts outstanding under the Equipment Financing Agreement and the guarantee states that:
  - (i) it is irrevocable by the guarantor before payment in full and discharge of all amounts payable under that Equipment Financing Agreement;
  - (ii) all amounts owing by the relevant Obligor under the Equipment Financing Agreement are recoverable from the guarantor under the guarantee; and
  - (iii) the liability of the guarantor will not be affected by any waiver or variation of any obligation of the relevant Obligor;
- (u) in respect of which under the terms of the Equipment Financing Agreement, the relevant Obligor is obliged:
  - (i) to bear all costs of operating, maintaining, servicing and repairing the relevant equipment; and
  - (ii) to pay the rental or other periodic payments irrespective of the condition or existence of the relevant equipment or any other fact or circumstance;
- (v) in respect of which, each Equipment Financing Agreement is a fixed interest rate Equipment Financing Agreement;

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- (w) in respect of which, the relevant Obligor is not an employee of CNH Global N.V. or any of its related bodies corporate or related entities (each as defined in the Corporations Act);
- (x) in respect of which, at least annual instalments are payable by the relevant Obligor;
- (y) which has been documented using an Equipment Financing Agreement which conforms with one of the pro forma agreements listed below:
  - (i) the standard New Holland Hire-Purchase Agreement and the standard Case Credit Hire-Purchase Agreement; or
  - (ii) the standard New Holland Credit Loan and Mortgage Agreement and the standard Case Credit Loan and Mortgage Agreement;
- (z) in respect of any loan originated or acquired by the relevant Approved Seller, the relevant Obligor is not in arrears for more than 30 days or in default in respect of the Equipment Financing Agreement;
- (aa) the principal outstanding of the Receivable is more than \$2,000;
- (bb) the loan purpose codes in respect of the Equipment Financing Agreement are not '31', '32', '34', '35', '36', '37', '38', '39', '40', '42', '43' or '44';
- (cc) in respect of which, based on the term and the equipment type as set out in the following table, the balloon payment amount does not exceed the maximum balloon payment amount as a percentage of the purchase price of the vehicle:

<b>Vehicle type</b>	<b>Term (Months)</b>	<b>Maximum balloon payment (as a percentage of the purchase price of the vehicle)</b>
Agricultural	0-12	70%
	13-24	60%
	25-36	50%
	37-48	45%
	49-60	40%
	60-72	30%
Construction Equipment	0-12	70%
	13-24	55%
	25-36	45%
	37-48	40%
	49-60	30%
	60-72	20%

- (dd) in respect of any loan originated or acquired by the relevant Approved Seller, the relevant Obligor has not been subject to more than one "hardship refinance" in accordance with the Guidelines;
- (ee) any amendment, variation, modification to or waiver under the relevant Equipment Financing Agreement is in writing and is attached to the Equipment Financing Agreement;
- (ff) the contract for which represents the entire agreement between CNH and the Obligor;

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- (gg) the assignment of which does not require the consent of the Obligor or any other party; and
- (hh) in respect of which CNH is not aware that there are any proceedings or investigations pending or threatened before any governmental authority:
  - (i) asserting the invalidity of the Receivable or the Related Security or any receivable of the same type or class as that Receivable;
  - (ii) asserting the Insolvency of the related Obligor;
  - (iii) seeking payment under the Receivable; or
  - (iv) seeking any determination or ruling that might materially and adversely affect the validity or enforceability of the Receivable or any Related Security or any receivable of the same type or class as that Receivable.

## 4.2 Details of the Pool

The following charts and tables show a summary of the portfolio statistics as at 31 July 2011. It should be noted that these details may change between that date and the Note Issue Date (for example, due to prepayments and early discharges).

Summary Pool Statistics (A\$)	
Total Pool Size	\$349,999,197
Number of Contracts	3,896
Average Contract Balance	\$89,835.52
Weighted Average Term of Contracts (months)	53.10
Weighted Average Term to Maturity (months)	42.09
Weighted Average Seasoning (months)	11.02
Average Balloon Payment	5.24
Weighted Average Origination LVR	76.60%
Weighted Average Interest Rate	7.69



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**Contract Balance Distribution**

	<b>By Number</b>	<b>% of Total</b>	<b>By Value</b>	<b>% of Total</b>
\$ 0 - \$25,000	755	19.38%	\$12,756,245	3.64%
\$ 25,001 to \$50,000	973	24.97%	\$35,638,989	10.18%
\$ 50,001 to \$75,000	609	15.63%	\$37,488,843	10.71%
\$ 75,001 to \$100,000	402	10.32%	\$34,819,983	9.95%
\$100,001 to \$125,000	268	6.88%	\$29,650,485	8.47%
\$125,001 to \$150,000	193	4.95%	\$26,406,490	7.54%
\$150,000 to \$200,000	259	6.65%	\$44,407,233	12.69%
\$200,001 to \$300,000	285	7.32%	\$68,545,909	19.58%
\$300,001 to \$400,000	107	2.75%	\$36,990,012	10.57%
\$400,001 to \$500,000	29	0.74%	\$12,605,446	3.60%
\$500,000+	16	0.41%	\$10,689,562	3.05%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

**Consolidated Customer Balance Distribution**

	<b>By Number</b>	<b>% of Total</b>	<b>By Value</b>	<b>% of Total</b>
\$ 0 - \$25,000	620	18.20%	\$10,533,789	3.01%
\$ 25,001 to \$50,000	808	23.72%	\$29,607,819	8.46%
\$ 50,001 to \$75,000	516	15.15%	\$31,670,223	9.05%
\$ 75,001 to \$100,000	357	10.48%	\$30,976,860	8.85%
\$100,001 to \$125,000	229	6.72%	\$25,439,959	7.27%
\$125,001 to \$150,000	169	4.96%	\$23,162,807	6.62%
\$150,000 to \$200,000	245	7.19%	\$42,148,374	12.04%
\$200,001 to \$300,000	259	7.60%	\$62,121,192	17.75%
\$300,001 to \$400,000	118	3.46%	\$40,767,863	11.65%
\$400,001 to \$500,000	40	1.17%	\$17,715,049	5.06%
\$500,001+	45	1.32%	\$35,855,261	10.24%
<b>TOTAL</b>	<b>3,406</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

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## Collateral Equipment Type

	By Number	% of Total	By Value	% of Total
4 EWD TRACTORS	411	10.55%	\$49,166,910	14.05%
40<100 HP TRACTOR	663	17.02%	\$24,087,411	6.88%
4WD Vehicles	1	0.03%	\$69,647	0.02%
BACKHOES	10	0.26%	\$810,514	0.23%
BALERS, WINDROWERS, MOWERS, RAKES	366	9.39%	\$15,730,035	4.49%
CANE HARVESTERS	0	0.00%	-	0.00%
COMBINES	522	13.40%	\$101,295,002	28.94%
COMMERCIAL VEHICLE	39	1.00%	\$1,143,528	0.33%
COTTON PICKERS	5	0.13%	\$438,908	0.13%
CRAWLERS / DOZERS	5	0.13%	\$1,797,845	0.51%
CULTIVATORS, SEEDERS, HARROWS	188	4.83%	\$14,214,886	4.06%
DRILL	10	0.26%	\$627,039	0.18%
DUMP TRUCKS	8	0.21%	\$2,346,938	0.67%
EXCAVATORS / GRADERS	76	1.95%	\$7,800,393	2.23%
FEEDERS, MIXERS, WAGONS, BINS, FEED STORAGE	22	0.56%	\$924,430	0.26%
FRONT END LOADER	12	0.31%	\$576,161	0.16%
FRONTS	63	1.62%	\$3,611,867	1.03%
GUIDANCE SYSTEMS	78	2.00%	\$1,864,490	0.53%
HARVESTERS - Other	28	0.72%	\$3,203,448	0.92%
IRRIGATION EQUIPMENT	3	0.08%	\$100,165	0.03%
MATERIALS HANDLING EQUIPMENT	12	0.31%	\$1,609,088	0.46%
OTHER AG	52	1.33%	\$2,438,069	0.70%
OTHER CE	7	0.18%	\$621,428	0.18%
OVER 100 HP TRACTOR	1,062	27.26%	\$91,326,543	26.09%
ROLLERS	3	0.08%	\$166,076	0.05%
SCRAPERS	5	0.13%	\$1,220,663	0.35%
SKIDSTEER / UNILOADER	42	1.08%	\$1,697,648	0.49%
SPRAYING EQUIPMENT	128	3.29%	\$18,278,087	5.22%
TRENCHERS	1	0.03%	\$81,790	0.02%
UNDER 40 HP TRACTORS	57	1.46%	\$1,117,936	0.32%
WHEEL LOADERS	17	0.44%	\$1,632,252	0.47%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

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### Seasoning Distribution

	By Number	% of Total	By Value	% of Total
0 to 6 months	1,066	27.36%	\$105,260,507	30.07%
07 to 12 months	1,302	33.42%	\$127,707,846	36.49%
13 to 18 months	963	24.72%	\$76,360,396	21.82%
19 to 24 months	180	4.62%	\$19,028,976	5.44%
25 to 30 months	103	2.64%	\$6,492,622	1.86%
31 to 36 months	46	1.18%	\$3,446,112	0.98%
37 to 42 months	58	1.49%	\$2,867,648	0.82%
43 to 48 months	80	2.05%	\$4,468,694	1.28%
49 to 54 months	57	1.46%	\$3,065,399	0.88%
55 to 60 months	41	1.05%	\$1,300,996	0.37%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

### Remaining Term Distribution

	By Number	% of Total	By Value	% of Total
0 - 12 Months	257	6.60%	\$12,036,152	3.44%
13 - 24 Months	584	14.99%	\$26,706,047	7.63%
25 - 36 Months	776	19.92%	\$45,667,879	13.05%
37 - 48 Months	1,337	34.32%	\$146,144,617	41.76%
49 - 60 Months	942	24.18%	\$119,444,502	34.13%
60+ Months	0	0.00%	-	0.00%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

### Geographic Distribution

	By Number	% of Total	By Value	% of Total
NSW	1,268	32.55%	\$113,917,070	32.55%
WA	480	12.32%	\$52,189,100	14.91%
VIC	876	22.48%	\$80,298,800	22.94%
SA	604	15.50%	\$56,528,818	16.15%
QLD	590	15.14%	\$42,955,051	12.27%
TAS	70	1.80%	\$3,494,720	1.00%
ACT	7	0.18%	\$457,358	0.13%
NT	1	0.03%	\$158,279	0.05%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

## CNH Capital Australia Receivables Trust Series 2011-1

### Origination LVR Distribution

	By Number	% of Total	By Value	% of Total
11% to 19.9%	12	0.31%	\$522,596	0.15%
20% to 29.9%	61	1.57%	\$3,727,762	1.07%
30% to 39.9%	158	4.06%	\$13,649,002	3.90%
40% to 49.9%	298	7.65%	\$25,480,433	7.28%
50% to 59.9%	349	8.96%	\$35,334,750	10.10%
60% to 69.9%	483	12.40%	\$43,253,554	12.36%
70% to 79.9%	598	15.35%	\$50,544,876	14.44%
80% to 89.9%	941	24.15%	\$93,397,084	26.68%
90% to 100.9%	996	25.56%	\$84,089,141	24.03%
>101%	0	0.00%	-	0.00%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

### Equipment by Industry Type

	By Number	% of Total	By Value	% of Total
Agricultural Machinery	3,671	94.22%	\$329,071,034	94.02%
Construction Equipment	186	4.77%	\$19,784,636	5.65%
Motor Vehicle - AG	39	1.00%	\$1,143,528	0.33%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

### New vs Used Equipment

	By Number	% of Total	By Value	% of Total
New	2,878	73.87%	\$272,286,742	77.80%
Used	1,018	26.13%	\$77,712,455	22.20%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

### Contract Type

	By Number	% of Total	By Value	% of Total
Finance Lease	121	3.11%	\$9,324,799	2.66%
Goods Mortgage	3,726	95.64%	\$332,413,554	94.98%
Hire Purchase	49	1.26%	\$8,260,844	2.36%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

## CNH Capital Australia Receivables Trust Series 2011-1

### Contracts by Source

	By Number	% of Total	By Value	% of Total
Non-Hardship Refinance Contracts	3,819	98.02%	\$341,479,061.49	97.57%
Hardship refinance Contracts	77	1.98%	\$8,520,136	2.43%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

### Obligor Exposure

	By Number	% of Total	By Value	% of Total
Top 5 Obligor Exposure	31	0.80%	\$9,587,718	2.74%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

### Distribution of Contracts with Balloon Payments

	By Number	% of Total	By Value	% of Total
0	3,425	87.91%	290,287,561	82.94%
0 to 5%	86	2.21%	13,177,460	3.76%
06 to 10%	55	1.41%	7,724,729	2.21%
11 to 15%	48	1.23%	10,019,744	2.86%
16 to 20%	79	2.03%	6,297,470	1.80%
21 to 25%	50	1.28%	5,971,563	1.71%
26 to 30%	87	2.23%	9,262,367	2.65%
31 to 35%	22	0.56%	2,968,271	0.85%
36 to 40%	19	0.49%	1,490,618	0.43%
41+%	25	0.64%	2,799,415	0.80%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>349,999,197</b>	<b>100.00%</b>

### Distribution of Payment Frequency

	By Number	% of Total	By Value	% of Total
6 Consecutive	25	0.64%	\$2,125,237	0.61%
Annual	1,977	50.74%	\$223,044,180	63.73%
Monthly	1,350	34.65%	\$78,200,876	22.34%
Quarterly	63	1.62%	\$5,431,230	1.55%
Semi Annual	423	10.86%	\$36,822,144	10.52%
Structured	58	1.49%	\$4,375,530	1.25%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

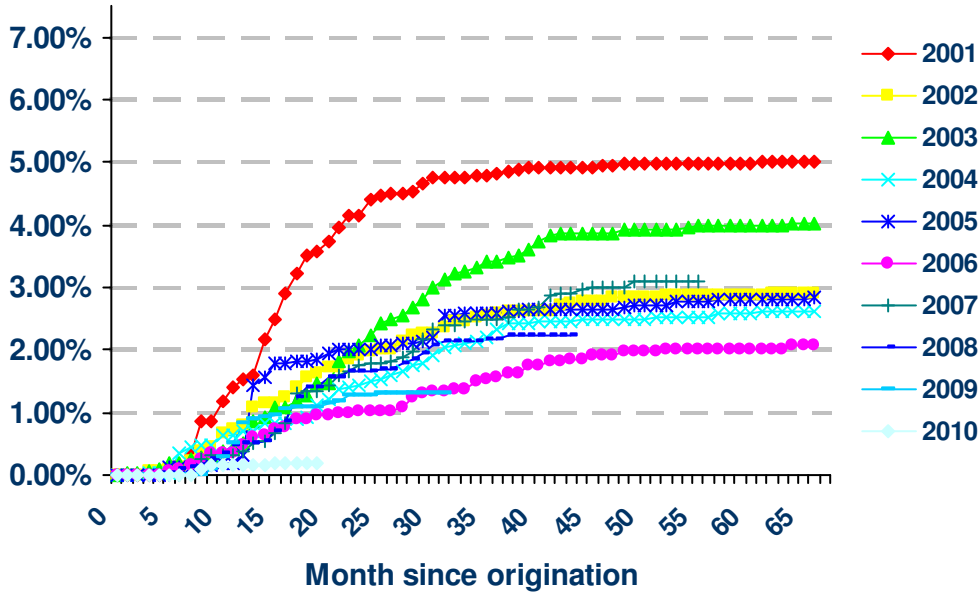
CNH Capital Australia Receivables Trust Series 2011-1

**Distribution of Contract Interest Rates**

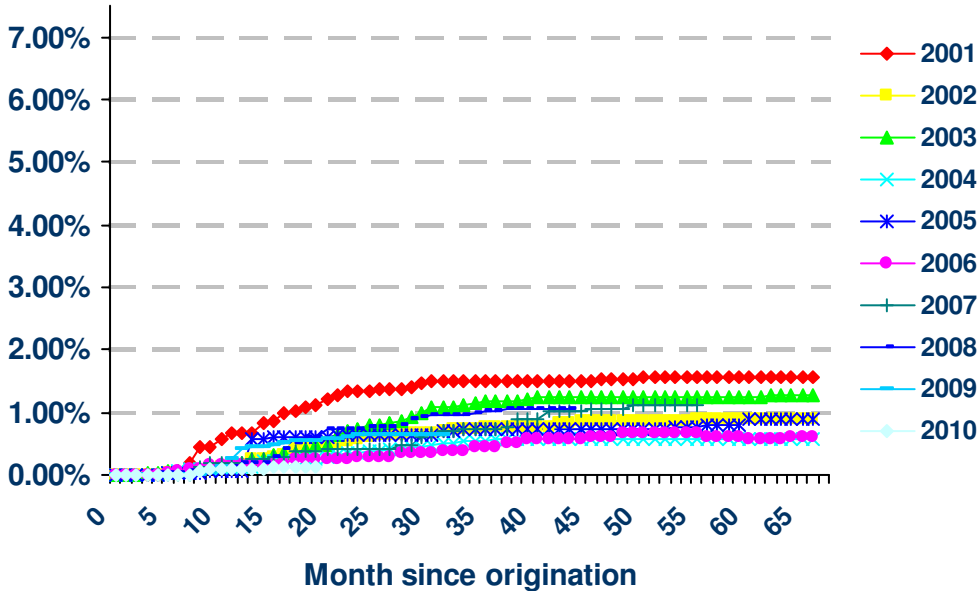
	<b>By Number</b>	<b>% of Total</b>	<b>By Value</b>	<b>% of Total</b>
< 4%	0	0.00%	-	0.00%
4% to 5%	262	6.72%	\$9,755,467	2.79%
5% to 6%	520	13.35%	\$40,719,786	11.63%
6% to 7%	793	20.35%	\$91,068,162	26.02%
7% to 8%	793	20.35%	\$88,143,914	25.18%
8% to 9%	585	15.02%	\$57,816,721	16.52%
9% to 10%	526	13.50%	\$33,169,327	9.48%
10% to 11%	242	6.21%	\$13,358,514	3.82%
11% to 12%	97	2.49%	\$8,272,794	2.36%
> 12%	78	2.00%	\$7,694,512	2.20%
<b>TOTAL</b>	<b>3,896</b>	<b>100.00%</b>	<b>\$349,999,197</b>	<b>100.00%</b>

4.3 Historical Losses

Gross Losses



Net Losses



## **5 Acquisition Of The Pool**

### **5.1 Process of Acquisition**

The Trustee may acquire an equitable interest in Eligible Receivables from the Approved Sellers.

If the Trustee accepts the offer for the sale of an equitable interest in Eligible Receivables under a Sale Notice from an Approved Seller by paying that Approved Seller the purchase price from those Eligible Receivables, that Approved Seller will assign the equitable interest in the relevant Receivables to the Trustee. All Receivables must comply with the Eligibility Criteria as at the relevant Cut-Off Date.

### **5.2 Approved Seller's Representations and Warranties**

CNH Capital makes various representations and warranties for the benefit of the Trustee in relation to the Receivables and Receivable Rights specified in the Sale Notices given by the Approved Sellers, including:

- (a) all consents required in relation to the assignment of the Receivables and the related Receivable Rights specified in the Sale Notice have been obtained. Those Receivables and Receivable Rights are assignable.
- (b) in relation to the Receivables:
  - (i) specified in a Sale Notice given by CNH Capital, it is the sole legal and beneficial owner of those Receivables and the related Receivable Rights specified in Sale Notice, free and clear of any security interest other than to be given by the Trustee in connection with the Trust;
  - (ii) specified in a Sale Notice given by the Selling Trustee, so far as it is aware the Selling Trustee is the sole beneficial owner of those Receivables and the related Receivable Rights specified in the Sale Notice, free and clear of any Security Interest other than under the security trust deed for the Selling Trust (which will be released following the sale of such Receivables and Receivables Rights under the Sale Notice) or to be given by the Trustee to the Security Trustee in connection with the Trust.
- (c) as at the relevant Cut-Off Date, each Receivable which is specified in the Sale Notice is an Eligible Receivable.
- (d) each Receivable and Receivable Security which is specified in the Sale Notice was originated in accordance with the Guidelines and is valid, binding and enforceable against the relevant Obligor(s) in all material respects except to the extent that it is affected by laws relating to creditors rights generally, or doctrines of equity.
- (e) it is not a deposit taking entity.
- (f) at the time each Receivable and Receivable Security which is specified in the Sale Notice was entered into it complied in all material respects with applicable laws.
- (g) legislation relating to consumer credit does not apply to the Receivables and Receivable Securities specified in the Sale Notice.



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See the Master Trust Deed and the Series Notice for a full list of the representations and warranties.

### **5.3 Buy Back Provisions and Other Remedies**

If:

- (a) a representation and warranty given by the relevant Approved Seller in relation to any Purchased Receivable is incorrect;
- (b) the relevant Approved Seller gives or receives a notice of that breach; and
- (c) the Manager does not recommend that the Trustee waive the breach, or the breach is not remedied within 5 Business Days from such notice,

then without any action being required by either party, CNH Capital will be taken to have offered to purchase or repurchase the relevant Purchased Receivables and the related Receivables Rights for an amount equal to its Unpaid Balance.

On payment of the Unpaid Balance, the Trustee will cease to have any interest in the relevant Purchased Receivables and the related Receivables Rights and CNH will hold both the legal and beneficial interest in those Purchased Receivables and the related Receivable Rights.

Where the relevant Approved Seller breaches a representation and warranty other than in the above circumstances, the Trustee's rights will be limited only to a claim for damages.

## 6 Credit Issues

This Section 6 outlines some potential issues which may impact upon the ability of the Trustee to pay Interest and make Principal Payments when due in respect of Notes.

As an outline, this discussion is not intended to be an exhaustive analysis of credit issues. Prospective subscribers for Notes should make their own independent evaluations and obtain independent advice as to whether to subscribe for Notes.

This Section 6 should also be read in conjunction with the other Sections of this Information Memorandum.

### 6.1 Credit Quality of the Pool

The Trustee's obligations to pay Interest and make Principal Payments in respect of Notes is, subject to the Transaction Documents, limited to amounts received by the Trustee including from:

- (a) the Purchased Receivables (for example, from regular payment instalments, from prepayments and from enforcement of defaulted Purchased Receivables);
- (b) Support Facilities and the Cash Reserve Account established in the Transaction; and
- (c) the payment of damages by each Approved Seller, the Servicer or the Custodian for breaches of specified obligations in the Transaction Documents.

The performance of the Purchased Receivables will have a key impact on such payments in terms of both the timeliness of payments to Noteholders and the amount of such payments.

There are numerous factors which could affect the performance of the Purchased Receivables, including economic, social, legal and other matters. Prospective subscribers should make their own assessment of the likely performance of the Purchased Receivables having regard to the information in this Information Memorandum. Please refer in particular to Sections 3 (“*CNH Capital Australia Pty Limited*”) and 4 (“*The Pool*”). Prospective subscribers should note that there is no guarantee, representation or warranty as to the future performance of the Purchased Receivables, nor that they will perform in a similar manner to previous historical experience for commercial hire purchase agreements and goods mortgages originated by CNH Capital.

Some factors which should be considered include:

(a) **Subordination of Seller Notes and Class B Notes is a limited form of credit enhancement**

Unlike the securitisation of residential mortgages where mortgage insurance policies are often present, there is no equivalent general policy of insurance covering potential losses on the Purchased Receivables in this transaction.

The protection to Noteholders against credit losses on the Purchased Receivables is provided by virtue of various structural credit enhancements, more fully described in Sections 1.2(d) (“*Structural Features - Credit Enhancements*”) and 8.2 (“*Subordination Arrangements*”) including the use of Excess Available Income to reinstate Charge Offs and (unless the Stepdown Conditions have been satisfied, in which case an amount equal to the Available Stepdown Conditions will be paid *pari passu* and rateably) subordination of the Seller Notes (in the case of the Class A Notes

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and the Class B Notes) and subordination of the Class B Notes (in the case of the Class A Notes).

The liquidity protection to Noteholders is provided by the availability of the Cash Reserve to cover any Income Shortfall.

### (b) **The Level of Obligor Equity**

Under the terms of the commercial hire purchase agreements, the legal title to the underlying agricultural or construction equipment financed by the commercial hire purchase agreements remains with CNH Capital until the relevant Obligors make the final contracted payment (which may be a lump sum “balloon” payment). If an Obligor defaults under the relevant commercial hire purchase agreement, CNH Capital would be entitled to sell the underlying asset and use the sale proceeds to repay amounts outstanding under the agreement.

It is possible that the market value for the relevant asset may be less than the amount outstanding under the agreement and result in a shortfall for CNH Capital on enforcement and sale.

Under the terms of a goods mortgage, legal title to the underlying agricultural and construction equipment lies with the Obligor. If the Obligor defaults under the relevant agreement, CNH Capital would be entitled to sell the underlying asset and use the sale proceeds to repay amounts outstanding under the agreement.

Mitigants to this potential “negative-equity” risk include the fact that, under the terms of the commercial hire purchase agreements and goods mortgages, Obligors are contractually bound to repay all amounts outstanding irrespective of the relevant asset’s value. This risk is also mitigated when the loan is structured by minimising balloon payments, and in the case of used equipment, by taking a very conservative estimate of used equipment valuations. CNH Capital is not solely reliant on asset resale and residual values to cover the balance of amounts outstanding.

### (c) **Likely Portfolio Performance**

The loss and arrears data presented in this Information Memorandum relates to the historical loss and arrears performance of the CNH Capital Total Portfolio. There is no guarantee that future performance of either the CNH Capital Total Portfolio or the Trust will reflect historical performance.

## **6.2 Servicer Risk**

The Servicer has been appointed as servicer of the Purchased Receivables under the Master Trust Deed. A failure by the Servicer properly to perform its servicing obligations may have an impact on the amount of funds collected in respect of the Purchased Receivables.

In this regard, the Master Trust Deed and the Series Notice define certain Servicer Transfer Events (see Section 9.4(c) (“*The Servicer - Removal and Retirement of the Servicer*”)). The Master Trust Deed provides that following a Servicer Transfer Event:

- (a) the Trustee must (at the direction of the Manager) terminate the appointment of the Servicer and either appoint a replacement Eligible Servicer or, failing such appointment, itself act as Servicer; and

- (b) the Servicer will fully indemnify the Trustee against damage or liability which the Trustee may incur as a consequence of the Servicer Transfer Event, subject to the terms of the Master Trust Deed.

The Back-up Servicer has been appointed back-up servicer of the Trust where it will service the Purchased Receivables by performing the duties described in Section 9.5(b) (“*The Back-up Servicer - Duties*”) on the occurrence of a Servicer Transfer Event. Under the terms of the Back-up Servicer's appointment, the Back-up Servicer has agreed to use its reasonable endeavours to procure a replacement servicer to service the Purchased Receivables. There is no guarantee that a replacement Eligible Servicer will be found who would be willing to service the Purchased Receivables on the terms of the Master Trust Deed or that a replacement Eligible Servicer will be able to service the Purchased Receivables with the same level of skill, diligence and competence as the initial Servicer. The ability of the Back-up Servicer or any such person to perform the servicing functions under the Master Trust Deed will also depend on the information and records available to it.

### **6.3 Manager Risk**

The Manager has been appointed to manage the Trust under the Master Trust Deed and this includes giving the necessary directions to the Trustee in the performance of its duties and obligations under the Transaction Documents. A failure by the Manager to properly perform its management obligations may also impact on the performance of the Trust. The Master Trust Deed provides that the Manager must retire if directed by the Trustee to do so if certain Manager defaults occur (for example, failure to make payments, insolvency, misrepresentation or breach of obligations). The circumstances under which the Manager must retire are described in more detail in Section 9.3(c) (“*The Manager - Removal and Retirement of the Manager*”).

### **6.4 Custodian Risk**

The Custodian has been appointed to act as custodian of the Relevant Documents in relation to the Purchased Receivable pursuant to the Custodian Agreement. The Custodian must retire if certain events occur, as described in Section 9.6(b) (“*The Custodian - Removal and Retirement of the Custodian*”).

### **6.5 Market Risks**

The Dealer has undertaken to use its reasonable endeavours, subject to market conditions, to promote a secondary market in the Notes to assist liquidity, including by assisting Noteholders so requesting it to locate potential purchasers for the Notes from time to time.

However there is no guarantee that a secondary market will develop, or if it does develop, that it will continue until the Final Maturity Date. None of the Dealer nor any other party to a Transaction Document guarantees that a Note held by a Noteholder can be sold to another investor or, if it can be sold, that the sale price would not be at a discount to the price originally paid by the Noteholder.

### **6.6 Term Risks**

Whilst the Trustee is obliged to repay the Stated Amount of all Notes in full by the Final Maturity Date, principal will be passed through to Noteholders on each Payment Date from Total Available Principal, as described in Section 7.7(c) (“*Principal Payments - Principal Payments*”).

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There is no guarantee as to the rate at which principal will be passed through to Noteholders. Accordingly, the actual date by which Notes are fully repaid cannot be precisely determined.

The rate at which the Purchased Receivables may repay or prepay principal is influenced by a range of factors including:

- the level of interest rates applicable to the Purchased Receivables relative to prevailing interest rates in the market;
- the default rate of Obligor under the Purchased Receivables;
- factors which may affect the market, resale or residual value of assets financed by Purchased Receivables such as economic conditions or tax and duty levels on the assets;
- economic, technological, demographic and social factors such as change in economic conditions, business competitor activity where Obligor are operating a business and technological change which may affect the value or utility of assets financed by the Purchased Receivables;
- the tax, accounting or other treatment of commercial hire purchase agreements, goods mortgages or alternative financing products;
- the level of an Obligor's net equity in the financed assets;
- the rate at which Obligor change their financed assets; and
- the degree of seasoning of the Purchased Receivables.

Other factors which could result in early repayment of principal to Noteholders include:

- repurchase of Purchased Receivables by CNH Capital due to a breach of a representation and warranty as described in Section 5.3 ("*Buy Back Provisions and Other Remedies*");
- the Trustee exercising the Clean Up Call described in Section 2.4 ("*Clean Up Call Feature*"); and
- receipt of proceeds of enforcement of the charge under the Security Trust Deed prior to the Final Maturity Date of the Notes.

### **6.7 Interest Rate Risk**

The Purchased Receivables are paying fixed rates whilst the Trustee's liabilities (including Interest to Noteholder) are calculated on a floating rate basis. To hedge this interest rate risk, the Trustee has entered into Swaps with the Swap Provider. The Swap Provider's obligations under the Swaps are supported by the Back-up Swap Provider. The Back-up Swap Provider will assume the Swap Provider's obligations under the Swaps on the occurrence of certain events of default set out in the First Master Agreement, including failure by the Swap Provider to make payments due under the Swaps.

This is described in more detail in Section 8.3 ("*The Swap Agreements*").

## 6.8 Equitable Assignment

The Receivables will either be assigned to the Trustee by CNH Capital or by the Selling Trustee. In the case of the Selling Trustee, the relevant Receivables were assigned by CNH Capital to the Selling Trustee in equity. If a Title Perfection Event occurs, the Trustee and the Manager must take all reasonable steps to perfect the Trustee's legal title in and to the Purchased Receivables and the related Receivable Rights. Until then, the Trustee is not permitted to and it cannot, and will not, take any steps to perfect legal title, in particular it will not notify the Obligors of the equitable assignment of the Purchased Receivables and the related Receivable Rights to the Trustee.

Until an Obligor has notice of the assignment, that Obligor is not bound to make payments to anyone other than CNH Capital and can obtain a valid discharge for any such payments from CNH Capital. However, the Servicer undertakes to deal with all moneys received from Obligors in accordance with the Master Trust Deed and the Series Notice.

Whilst the Trustee holds only an equitable interest in the Purchased Receivables, it must join CNH Capital as a party to any legal proceedings against any Obligor in relation to the enforcement of any Purchased Receivables.

Further, the Trustee's equitable interest in the Purchased Receivables may become subject to the interests of third parties created after the creation of the Trustee's equitable interest but prior to it acquiring a legal title. In this regard, the Servicer undertakes not to consent to the creation or existence of any security interest over the Purchased Receivables.

## 6.9 Enforcement of Security

If the charge under the Deed of Charge becomes enforceable and some or all of the Purchased Receivables are sold, there is no guarantee that the Security Trustee would be able to sell the Purchased Receivables for their then Unpaid Balance. This may adversely impact the Trustee's ability to repay all amounts outstanding in relation to the Notes. Any proceeds from the enforcement of the Deed of Charge will be applied in the order of priority set out in the Security Trust Deed (see Section 10.3 ("*Priorities Under the Security Trust Deed*")).

## 6.10 Fixed vs. Floating Charge

The Deed of Charge has been drafted as a first ranking fixed and floating charge over the Assets of the Trust. There is some uncertainty as to the legal effectiveness of a fixed charge over the Purchased Receivables in the circumstances of this transaction. However, even if it were to operate as a floating charge, the Trustee has granted it as a first ranking floating charge with priority over all security interests that have been granted in relation to the charged property. Further, the Deed of Charge provides for automatic and immediate crystallisation of the floating charge to become a fixed charge on Events of Default (as defined in the Security Trust Deed) and other specified events.

## 6.11 Title Issues with Agricultural and Construction Equipment

There is currently no universal system of registering title in relation to the agricultural and construction equipment financed by the Purchased Receivables although these interests are registered through the relevant State's Register of Encumbered Vehicles (REVS). Accordingly there can be no guarantee as to the validity of title with respect to the financed agricultural and construction equipment. The Personal Property Securities Act 2009 may also be applicable when it comes into force (see section 6.13 ("*Personal Property Securities regime*") for further details on the Personal Property Securities Act 2009).

In mitigation of this, CNH Capital has represented and warranted that it is the sole legal and beneficial owner of each Receivable assigned by it to the Trustee, and that as at the relevant Cut-Off Date, each such Receivable is an Eligible Receivable.

### 6.12 Limited Liability under the Notes

The Notes are debt obligations of the Trustee in its capacity as trustee of the Trust. They are issued with the benefit of, and subject to, the Master Trust Deed, the Series Notice and the Security Trust Deed. The Trustee's liability in respect of the Notes is limited to the Assets of the Trust available in accordance with the terms of the Master Trust Deed and the Series Notice to meet its obligations in relation to the Notes and, except in certain limited circumstances, the Trustee will not be personally liable in respect of the Notes. See Section 9.2(a) ("*The Trustee - Limitation of Trustee's Liability*") for further information.

### 6.13 Personal Property Securities regime

A new personal property securities regime will shortly commence operation throughout Australia. The Personal Property Securities Act 2009 ("**PPSA**") establishes a national system for the registration of security interests in personal property, together with new rules for the creation, priority and enforcement of security interests in personal property. The PPSA commenced on 15 December 2009, but is not proposed to have operational effect until 30 January 2012 ("**PPSA Start Date**"), with a two year transitional period beginning on that date (the exact date in 2012 has not yet been confirmed). Once the PPSA starts to apply, it will have a retrospective effect on security interests and security agreements arising before that time by operation of the transitional provisions.

Security interests for the purposes of the PPSA include traditional securities such as charges and mortgages. However, they also include transactions that in substance, secure payment or performance of an obligation but may not currently be legally classified as securities. Further, certain other interests are deemed to be security interests whether or not they secure payment or performance of an obligation - these deemed security interests include assignments of receivables.

A person who holds a security interest under the PPSA will need to register (or otherwise perfect) the security interest to ensure that the security interest has priority over competing interests (and in some cases, to ensure that the security interest survives the insolvency of the grantor). If they do not do so:

- (i) another security interest may take priority;
- (ii) another person may acquire an interest in the assets which are subject to the security interest free of their security interest; or
- (iii) they may not be able to enforce the security interest against a grantor who becomes insolvent.

The transitional provisions provide that security interests registered on certain existing registers will be migrated to the Personal Property Securities register (for example, charges registered on the Australian Securities and Investment Commission's register of company charges). Security interests which will not be migrated, or which are not currently registered on any existing registers, will need to be registered on the Personal Property Securities register (or otherwise perfected) before the end of the two year transitional period to preserve priority. This means that transactions which are not regarded as securities under current law but may be security interests under the PPSA, either because they are "in substance" security interests or deemed security interests, will need to be registered. On the basis of the existing

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form of the PPSA, the Transaction Documents will also contain one or more such security interests.

The PPSA may give rise to the following risks:

- (a) the assignment of any Eligible Receivables will be a deemed security interest and CNH Capital may need to register the assignment within 2 years after the PPSA Start Date to preserve its existing rights; and
- (b) the priority of an interest under the PPSA may be different than its priority under the current regime.

There is uncertainty on aspects of the implementation of the PPSA regime because:

- (a) the legislative and regulatory framework for implementing the new scheme is not yet finalised. While the PPSA has been passed, amendments will be made to the PPSA and these amendments have not been finalised. In addition, regulations which deal with important aspects of the PPSA's operation are still in exposure draft form; and
- (b) the PPSA significantly alters the law relating to secured transactions. There are issues and ambiguities in respect of which a market view or practice will evolve over time.

There is uncertainty on aspects of the implementation of the PPSA regime because the PPSA significantly alters the law relating to secured transactions. There are issues and ambiguities in respect of which a market view or practice will evolve over time.

### **6.14 Australian Anti-Money Laundering and Counter-Terrorism Financing Regime**

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cwlth) (“**AML/CTF Act**”) implements a number of significant changes to Australia's anti-money laundering and counter-terrorism financing regulation.

If an entity has not met its obligations under the AML/CTF Act, that entity will be prohibited from providing a designated service, which includes (amongst other things):

- (a) opening or providing an account, allowing any transaction in relation to an account or receiving instructions to transfer money in and out of the account;
- (b) issuing, dealing, acquiring, disposing of, cancelling or redeeming a security; and
- (c) exchanging one currency for another.

The obligations placed on an entity include that entity undertaking customer identification procedures before a designated service is provided and receiving information about international and domestic institutional transfers of funds. Until the obligations have been met, an entity will be prohibited from providing funds or services to a party or making any payments on behalf of a party.

### **6.15 European Union Capital Requirements Directive - CRD2 Rules**

Article 122a of the CRD2 Rules restricts a European Union-regulated credit institution and its consolidated group affiliates from investing in a securitisation unless the originator, sponsor or original lender in respect of that securitisation has explicitly disclosed to the European Union-regulated credit institution or consolidated group affiliate (as applicable) that it will



retain, on an ongoing basis, a net economic interest of at least 5 per cent in that securitisation as contemplated by Article 122a.

Article 122a also requires a European Union-regulated credit institution to be able to demonstrate that it has undertaken certain due diligence in respect of, amongst other things, the notes it has acquired and the underlying exposures and that procedures have been established for such due diligence to be conducted on an on-going basis. Failure to comply with one or more of the requirements set out in Article 122a may result in the imposition of a penal capital charge with respect to the investment made in the securitisation by the relevant investor.

Article 122a applies in respect of an investment in the Notes by European Union-regulated credit institutions (or consolidated group affiliates thereof) and so such persons should make themselves aware of the requirements of Article 122a (and any implementing rules in relation to a relevant jurisdiction) in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. Relevant investors are required to independently assess and determine the sufficiency of the information described in this Information Memorandum and in any reports provided to investors in relation to the transaction for the purpose of complying with Article 122a and none of the Trustee, CNH Capital or any other party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances for such purposes.

There remains considerable uncertainty with respect to Article 122a and it is not clear what will be required to demonstrate compliance to national regulators. Investors who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory charges for non compliance with Article 122a and any implementing rules in a relevant jurisdiction should seek guidance from their regulator. Similar requirements to those set out in Article 122a may be implemented for other EU regulated investors (such as certain types of investment fund managers, insurance and reinsurance undertakings) in the future.

Article 122a of the CRD2 Rules and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of certain individual investors and, in addition, could have a negative impact on the price and liquidity of the Notes in the secondary market.

There can be no assurance that the regulatory capital treatment of the Notes for any investor will not be affected by any future implementation of, and changes to, the CRD2 Rules or other regulatory or accounting changes.

## 7 Cashflow Allocation Methodology

### 7.1 General

This Section describes the methodology for the calculation of the amounts to be paid by the Trustee on each Payment Date to, among others, the Noteholders (the “**Cashflow Allocation Methodology**”). The Series Notice provides for Collections to be allocated and paid every Quarter, in accordance with a set order of priorities, to satisfy the Trustee's obligations in relation to the Trust. Those priorities are detailed in this Section.

### 7.2 Collections and Payment

Collections in respect of interest and principal will be received during each Collection Period. Primarily, Collections are derived from interest and principal receipts from the Purchased Receivables. Other sources of Collections are proceeds of enforcement of Purchased Receivables, payments by parties under the Transaction Documents in respect of breaches of representations, warranties or undertakings and interest on any amounts held in the Collection Account during the Collection Period.

The Manager will determine the Collections received and reconcile the receipts against expenses that have accrued for each Collection Period. The Manager will make these calculations in the time period between the last day of the Collection Period and the Determination Date (which is three Business Days before the relevant Payment Date).

Once the calculations are finalised on the Determination Date, the Manager will notify the Trustee of those calculations and direct the Trustee to make the necessary payments on the Payment Date. The Trustee will arrange for the relevant payments to occur on the Payment Date, including payments of Interest and Principal to Noteholders and Seller Noteholder.

Payments of interest, fees and other amounts in the nature of income are made from Total Available Income and are described in Section 7.5 (“*Distribution of Total Available Income*”). Payments of principal are made from Total Available Principal and are described in Section 7.7 (“*Principal Payments*”).

#### **Collection Account**

The Servicer will receive the Collections in respect of Purchased Receivables in the Pool.

If the Servicer or Back-up Servicer (if the Back-up Servicer is acting as servicer for the Trust) has the Designated Rating, the Servicer or Back-up Servicer (as the case may be) must pay all Collections in its possession (up to the Collections Transfer Amount) into the Collection Account on the Remittance Date (which is two Business Days before the relevant Payment Date). The Collections in excess of the Collections Transfer Amount must be deposited in the Collection Account on the next Business Day after its receipt.

If the Servicer or Back-up Servicer (if the Back-up Servicer is acting as servicer for the Trust) does not have the Designated Rating, the Servicer or Back-up Servicer (as the case may be) must pay all Collections into the Collection Account on the next Business Day after its receipt.

The Collection Account will be in the name of the Trustee, held with an Approved Bank, and will only have officers or employees of the Trustee or a Related Body Corporate (as defined in the Corporations Act) of the Trustee as authorised signatories.

## 7.3 Determining Available Income

On each Determination Date the Manager will, for the immediately preceding Collection Period, calculate the Available Income.

Available Income means, for a Collection Period the aggregate of:

- (a) if the Net Swap Settlement for that Collection Period is payable to the Trustee, the Net Swap Settlement;
- (b) the Income Collections for that Collection Period being:
  - (i) all amounts received by or on behalf of the Trustee from or on behalf of Obligors under the Purchased Receivables during that Collection Period in respect of finance charges, interest, fees and other amounts in the nature of income payable under or in respect of the Purchased Receivables and the related Receivable Rights, to the extent not included within any other subparagraph of this paragraph (b), including:
    - (A) any amounts in the nature of interest or finance charge adjustments received by the Trust from an Approved Seller or any other person in relation to the transfer of Purchased Receivables or Purchased Receivable Securities from the Trust to that Approved Seller or that other person; and
    - (B) all payments in the nature of or which represent GST including any GST payable on the sale of a Purchased Receivable and the related Financed Property and any GST refund received by the Trustee from the Australian Taxation Office during that period;
  - (ii) all amounts in respect of finance charges, interest, fees and other amounts in the nature of income, received by or on behalf of the Trustee during that Collection Period, including:
    - (A) from an Approved Seller, in respect of any breach of a representation, warranty or undertaking contained in the Master Trust Deed or the Series Notice;
    - (B) from an Approved Seller under any obligation under the Master Trust Deed or the Series Notice to indemnify or reimburse the Trustee for any amount;
    - (C) from the Servicer in respect of any breach of a representation, warranty or undertaking contained in the Master Trust Deed;
    - (D) from the Servicer under any obligation under the Master Trust Deed to indemnify or reimburse the Trustee for any amount;
    - (E) from the Custodian in respect of any breach of a representation, warranty or undertaking contained in the Custodian Agreement;
    - (F) from the Custodian under any obligation under the Custodian Agreement to indemnify or reimburse the Trustee for any amount,

- (G) from the Trustee in its personal capacity in respect of any breach of a representation, warranty or undertaking in respect of which it is not entitled to be indemnified out of the Assets of the Trust, or any indemnity from the Trustee in its personal capacity contained in the Transaction Documents; and
- (H) from the Manager in respect of any breach of a representation, warranty or undertaking of the Manager in respect of a breach of which it is not entitled to be indemnified out of the Assets of the Trust, or any indemnity from the Manager, contained in the Transaction Documents,

in each case which are determined by the Manager to be in respect of interest, fees and other amounts in the nature of income payable under the Purchased Receivables and the related Receivable Rights; and

- (iii) Recoveries received by or on behalf of the Trustee during that Collection Period; and
- (c) to the extent not included in paragraph (b):
  - (i) any interest income received by or on behalf of the Trustee during that Collection Period in respect of any moneys credited to the Collection Account in relation to the Trust;
  - (ii) any interest income received by or on behalf of the Trustee during that Collection Period in respect of any moneys in the Cash Reserve Account;
  - (iii) amounts in the nature of interest otherwise paid by an Approved Seller, the Servicer or the Manager to the Trustee during that Collection Period in respect of all Collections held by it; and
  - (iv) all other amounts received by or on behalf of the Trustee during that Collection Period in respect of the Assets which are not Principal Collections.

#### **7.4 Withdrawal from Cash Reserve Account and Principal Draws**

##### **(a) Cash Reserve**

If the Manager determines on any Determination Date that the Available Income of the Trust is insufficient to meet Required Payments of the Trust (an “**Income Shortfall**”) for a Collection Period the Manager must on that Determination Date notify the Trustee and the Security Trustee of the amount of that Income Shortfall and direct the Trustee to apply as Total Available Income from the Cash Reserve Account an amount equal to the lesser of:

- (i) the Income Shortfall; and
- (ii) the amount of Cash Reserve available for distribution on the Payment Date following that Determination Date.

##### **(b) Principal Draws**

If the Manager determines on any Determination Date that the aggregate of the Available Income of the Trust and the amount of drawing made by the Trustee from

the Cash Reserve Account are insufficient to meet the Required Payments of the Trust (a “**Payment Shortfall**”) for a Collection Period the Manager must on that Determination Date notify the Trustee and the Security Trustee of the amount of that Payment Shortfall and direct the Trustee to apply as Total Available Income from the Total Available Principal, an amount (the “**Principal Draw**”) equal to the lesser of:

- (i) the Payment Shortfall; and
- (ii) the amount of Total Available Principal for that Collection Period.

Total Available Principal as used in this Section 7.4(b) does not include the amount of Principal Draws referred to in paragraph (v) of Section 7.7(b) (“*Principal Payments - Determining Total Available Principal*”).

### **7.5 Distribution of Total Available Income**

#### **(a) Determining Total Available Income**

The Total Available Income for a Collection Period is made up of the Available Income for that Collection Period, the amount drawn from the Cash Reserve Account for that Collection Period to cover any Income Shortfall and the Principal Draw made for that Collection Period to cover any Payment Shortfall.

#### **(b) Distribution of Total Available Income**

Subject to paragraphs (c) and (d) and Section 7.4 (“*Withdrawal from Cash Reserve Account and Principal Draws*”), on each Payment Date and based on the calculations, instructions and directions provided to it by the Manager on the Determination Date immediately preceding that Payment Date, the Trustee must pay or cause to be paid out of Total Available Income in relation to the Collection Period ending immediately before that Payment Date, the following amounts in the following order of priority:

- (i) first, A\$1 to the holders of the Residual Income Unit;
- (ii) second, Taxes payable in relation to the Trust for that Collection Period;
- (iii) third, the Trustee’s Fee for that Collection Period;
- (iv) fourth, the Manager’s Fee for that Collection Period;
- (v) fifth, the Security Trustee’s Fee for that Collection Period;
- (vi) sixth, in or towards payment of any costs, charges or expenses incurred reasonably and in good faith by the Trustee or the Security Trustee in relation to the Trust under the Transaction Documents, for that Collection Period;
- (vii) seventh, *pari passu* and rateably:
  - (A) the Back-up Servicer's fee; and
  - (B) if CNH is not the Servicer, the Servicer’s Fee for that Collection Period (including where the Back-up Servicer is Servicer, the fee payable to the Back-up Servicer for acting as Servicer);
- (viii) eighth, the Custodian’s Fee for that Collection Period;

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- (ix) ninth, in or towards payment of any costs, charges or expenses incurred reasonably and in good faith by the Servicer or the Back-up Servicer in relation to the Trust under the Transaction Documents, for that Collection Period;
- (x) tenth, pari passu and rateably, to the Swap Provider and the Back-up Swap Provider, the break costs (if any) received by the Trustee from the Servicer or an Obligor in respect of the termination of a Receivable Agreement by that Obligor before the expiry of the fixed interest rate period;
- (xi) eleventh, pari passu and rateably, to the Class A Noteholders, the Swap Provider and the Back-up Swap Provider:
  - (A) the Coupon Entitlement on the Class A Notes for the Coupon Period ending on that Payment Date;
  - (B) the Coupon Entitlement on the Class A Notes for any previous Coupon Period that remains unpaid;
  - (C) the Net Swap Settlement under the Interest Swap for that Collection Period except when the Swap Provider is the Defaulting Party; and
  - (D) the fees due by the Trustee to the Back-up Swap Provider for that Collection Period;
- (xii) twelfth, pari passu and rateably, amongst the Class B Noteholders:
  - (A) the Coupon Entitlement on the Class B Notes for the Coupon Period ending on that Payment Date; and
  - (B) the Coupon Entitlement on the Class B Notes for any previous Coupon Period that remains unpaid;
- (xiii) thirteenth, in or towards reimbursement of the aggregate amount of any Principal Draws made but which have not previously been reimbursed;
- (xiv) fourteenth, in or towards reimbursement of the aggregate amount of any drawings from the Cash Reserve Account to the extent not previously reimbursed;
- (xv) fifteenth, if CNH Capital is the Servicer, the Servicer's Fee for that Collection Period; and
- (xvi) sixteenth, any other Expenses relating to the Trust provided that such Expenses are not otherwise to be paid out of Excess Available Income as referred to in Section 7.6 ("*Excess Available Income*").

**(c) Limit**

The Trustee will only make a payment under paragraph (b) ("*Distribution of Total Available Income*") only if it is directed in writing to do so by the Manager on the Determination Date immediately preceding the relevant Payment Date and only to the extent that any Total Available Income remains from which to make the payment after amounts with priority to that payment have been distributed.

**(d) Accrued Interest Adjustment**

On each Payment Date and upon the Manager's direction, prior to any allocation or a payment described under paragraph (b) ("*Distribution of Total Available Income*"), the Trustee must first apply the Total Available Income to pay each Approved Seller the relevant Accrued Interest Adjustment (if any) in respect of the Purchased Receivables acquired from that Approved Seller.

**(e) Required Payments**

In relation to a Collection Period, all amounts referred to in Section 7.5(b)(i) to 7.5(b)(xii) ("*Distribution of Total Available Income - Distribution of Total Available Income*") (inclusive) constitute "**Required Payments**".

**7.6 Excess Available Income**

**(a) Determining Excess Available Income**

On each Determination Date, the Manager must determine, for the immediately preceding Collection Period, the amount (if any) by which the Total Available Income for that Collection Period exceeds the Required Payments for that Collection Period (being "**Excess Available Income**").

**(b) Distribution of Excess Available Income**

Subject to paragraph (c) ("*Limit*") and Section 7.8 ("*Charge Offs*"), on each Payment Date and based on the calculations, instructions and directions provided to it by the Manager on the Determination Date immediately preceding that Payment Date, the Trustee must apply any Excess Available Income in relation to the Collection Period ending immediately before that Payment Date, in the following order of priority:

- (i) first, to reinstate any Charge Offs which have occurred in the Collection Period. Any amount of Excess Available Income so applied will be treated as part of the Total Available Principal;
- (ii) second, to reinstate any Charge Offs which have occurred in any previous Collection Period which have not previously been reinstated. Any amount of Excess Available Income so applied will be treated as part of the Total Available Principal;
- (iii) third, the break costs (if any) due by the Trustee to the Swap Provider or the Back-Up Swap Provider, as the case may be:
  - (A) in respect of the partial or total unwind of the Interest Swap in respect of Receivables which have been prepaid or which have been Charged Off and which have not previously been paid and any other break costs due by the Trustee to the Swap Provider for that Collection Period; and
  - (B) any other amounts due to it under the Interest Swap;
- (iv) fourth, pari passu and rateably to the Seller Noteholder:
  - (A) the Coupon Entitlement on the Seller Notes for the Coupon Period ending on that Payment Date; and

- (B) the Coupon Entitlement on the Seller Notes for any previous Coupon Period that remains unpaid;
- (v) fifth, to the holder of the Residual Income Unit.

The Trustee may not recover any distributions from the Residual Income Unit Holder once they are paid except where there has been a manifest error in the calculation of the amount payable to the Residual Income Unit Holder.

(c) **Limit**

The Trustee will only make a payment under paragraph (b) (“*Distribution of Excess Available Income*”) only if it is directed in writing to do so by the Manager on the Determination Date immediately preceding the relevant Payment Date and only to the extent that any Excess Available Income remains from which to make the payment after amounts with priority to that payment have been distributed.

## 7.7 Principal Payments

(a) **Determining Principal Collections**

On each Determination Date, the Manager must determine Principal Collections for the immediately preceding Collection Period, being the aggregate of:

- (i) all amounts received by or on behalf of the Trustee from or on behalf of Obligors under the Purchased Receivables during that Collection Period in respect of principal, in accordance with the terms of the Purchased Receivables, including principal prepayments;
- (ii) all other amounts received by or on behalf of the Trustee under or in respect of principal under the Purchased Receivables and the related Receivable Rights during that Collection Period including:
  - (A) any payments by an Approved Seller or another person to the Trustee on the repurchase of a Purchased Receivable during that Collection Period which are attributable to principal;
  - (B) any payments by a trustee (as trustee of a trust) on the purchase by that trust of any Assets of the Trust which are attributable to principal; and
  - (C) all payments in the nature of or which represent GST including any GST payable on the sale of a Purchased Receivable and the related Financed Property and any GST refund received by the Trustee from the Australian Taxation Office during that Collection Period; and
- (iii) all amounts received by or on behalf of the Trustee during that Collection Period:
  - (A) from an Approved Seller, in respect of any breach of a representation, warranty or undertaking contained in the Master Trust Deed or the Series Notice;



- (B) from an Approved Seller under any obligation under the Master Trust Deed or the Series Notice to indemnify or reimburse the Trustee for any amount;
- (C) from the Servicer, in respect of any breach of any representation, warranty or undertaking contained in the Master Trust Deed;
- (D) from the Servicer under any obligation under the Master Trust Deed to indemnify or reimburse the Trustee for any amount;
- (E) from the Custodian in respect of any breach of a representation, warranty or undertaking contained in the Custodian Agreement;
- (F) from the Custodian under any obligation under the Custodian Agreement to indemnify or reimburse the Trustee for any amount;
- (G) from the Trustee in its personal capacity in respect of any breach of a representation, warranty or undertaking in respect of which it is not entitled to be indemnified out of the Assets of the Trust, or any indemnity from the Trustee in its personal capacity contained in the Transaction Documents; and
- (H) from the Manager in respect of any breach of a representation, warranty or undertaking of the Manager in respect of a breach of which it is not entitled to be indemnified out of the Assets of the Trust, or any indemnity from the Manager, contained in the Transaction Documents,

in each case, which are determined by the Manager to be in respect of principal payable under the Purchased Receivables and the related Receivable Rights.

**(b) Determining Total Available Principal**

The Total Available Principal for a Collection Period is the amount equal to:

- (i) the Principal Collections for that Collection Period; plus
- (ii) the amount of any Total Available Income to be applied towards repayment of Principal Draws under Section 7.5(b) (“*Distribution of Total Available Income - Distribution of Total Available Income*”) for that Collection Period; plus
- (iii) the amount (if any) of the Excess Available Income to be applied towards reinstating Charge Offs under Section 7.6(b) (“*Excess Available Income - Distribution of Excess Available Income*”) for that Collection Period or any previous Collection Period; plus
- (iv) any proceeds of an issue of Notes and Seller Notes which were not utilised for the acquisition of Receivables on the relevant Note Issue Date; less
- (v) the amount of any Principal Draws to be made on the Payment Date immediately following that Collection Period.

**(c) Principal Payments**

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Subject to paragraph (d) (“*Limit*”), on each Payment Date, and based on the calculations, instructions and directions provided to it by the Manager on the Determination Date immediately preceding that Payment Date, the Trustee must apply the Total Available Principal in relation to the Collection Period ending immediately before that Payment Date, in the following order of priority:

- (i) first, if the Stepdown Conditions are satisfied on that Payment Date in applying the Available Stepdown Principal as follows:
  - (A) in the case of the Class A Note Allocated Principal, in the following order of priority:
    - (aa) first, to the Class A1 Noteholders as Class A1 Principal Payments until the Invested Amount of the Class A1 Notes has been reduced to zero; and
    - (ab) second, to the Class A2 Noteholders as Class A2 Principal Payments until the Invested Amount of the Class A2 Notes has been reduced to zero;
  - (B) in the case of the Class B Note Allocated Principal, to the Class B Noteholders as Class B Principal Payments until the Invested Amount of the Class B Notes has been reduced to zero;
  - (C) in the case of the Seller Note Allocated Principal, to the Seller Noteholder as Seller Principal Payments until the Invested Amount of the Seller Notes has been reduced to zero;
- (ii) second, to the Class A1 Noteholders as Class A1 Principal Payments until the Invested Amount of the Class A1 Notes has been reduced to zero;
- (iii) third, to the Class A2 Noteholders as Class A2 Principal Payments until the Invested Amount of the Class A2 Notes has been reduced to zero;
- (iv) fourth, to the Class B Noteholders as Class B Principal Payments until the Invested Amount of the Class B Notes has been reduced to zero;
- (v) fifth, to the Seller Noteholder as Seller Principal Payments until the Invested Amount of the Seller Notes has been reduced to zero; and
- (vi) sixth, to the holder of the Residual Income Unit.

**(d) Limit**

The Trustee will only make a payment under paragraph (c) (“*Principal Payments*”) only if it is directed in writing to do so by the Manager on the Determination Date immediately preceding the relevant Payment Date and only to the extent that any Total Available Principal remains from which to make the payment after amounts with priority to that payment have been distributed.

### 7.8 Charge Offs

The Trustee must apply the Excess Available Income of a Collection Period for the reinstatement of Charge Offs which have occurred in that Collection Period or which have occurred in any previous Collection Period and which have not previously been reinstated

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under Section 7.6(b) (“*Excess Available Income - Distribution of Excess Available Income*”), in the following order of priority:

- (a) first, pari passu and rateably, between the Class A Noteholders, to reinstate the Class A Stated Amount for each Class of Class A Notes so that it is equal to the Invested Amount for that Class of Class A Notes;
- (b) second, pari passu and rateably between the Class B Noteholders, to reinstate the Class B Stated Amount so that it is equal to the Invested Amount of the Class B Notes; and
- (c) third, to reinstate the Seller Stated Amount so that it is equal to the Invested Amount of the Seller Notes.

### **7.9 Rounding of Amounts**

In making the calculations required or contemplated by this Cashflow Allocation Methodology, the Manager will round calculations to four decimal places, except that all monetary amounts will be rounded down to the nearest cent.

### **7.10 Payment Priorities Following an Event of Default: Security Trust Deed**

If the charge under the Deed of Charge is enforced following the occurrence of an Event of Default (as defined in the Security Trust Deed), the priority of payments with respect to the Trust will be governed by the Security Trust Deed (see Section 10.3 (“*Priorities Under the Security Trust Deed*”)).

## 8 Structural Enhancements

### 8.1 Cash Reserve Account

The “**Cash Reserve Account**” is an interest bearing account opened by the Trustee and maintained with an Approved Bank called the “CNH Capital Australia Receivables Trust Series 2011-1 – Cash Reserve Account”.

On or prior to the Note Issue Date, CNH Capital deposited amounts sufficient to bring the balance of the Cash Reserve Account to A\$8,231,057 on the Note Issue Date by way of a capital contribution to the Trust in the form of an additional payment for the Residual Income Unit. The balance of the Cash Reserve Account may decrease by such an amount in respect of which the Manager has delivered a Rating Notification from time to time. Any amount in the Cash Reserve Account which is in excess of the required amount will be paid to CNH Capital.

Whilst any Notes are outstanding, after utilisation of the Available Income, the Cash Reserve will be available to meet Required Payments as described in Section 7.4(a) (“*Withdrawal from Cash Reserve Account and Principal Draws - Cash Reserve*”) and/or paid to CNH if the Manager has delivered a Rating Notification in relation to a decrease in the balance of the Cash Reserve. Thereafter, any remaining balance in the Cash Reserve Account will be paid to CNH Capital. The Cash Reserve cannot be used by the Trustee for any other purpose.

### 8.2 Subordination Arrangements

The Excess Available Income of the Trust for a Collection Period will be applied to cover, among other things, any Charge Offs which have occurred in that Collection Period and any Charge Offs which have occurred in any previous Collection Period and which have not previously been reinstated. The Charge Offs will be applied to reduce the Seller Note Stated Amount until zero.

After the Seller Note Stated Amounts have been reduced to zero and if there are Charge Offs remaining, the Class B Stated Amounts will be reduced by those remaining Charge Offs until zero.

After the Class B Stated Amounts have been reduced to zero and if there are Charge Offs remaining, the Class A Stated Amounts will be reduced by those remaining Charge Offs until zero.

The Available Income, Cash Reserve and Principal Draw will be used to meet the Interest payable on the Class A Notes in priority to the Interest payable on the Class B Notes (see Section 7.5(b) (“*Distribution of Total Available Income - Distribution of Total Available Income*”)).

The Available Income and Cash Reserve will be used to meet the Interest payable on the Class B Notes (see Section 7.5(b) (“*Distribution of Total Available Income - Distribution of Total Available Income*”)).

Interest payable on the Seller Notes will be made from the Excess Available Income (see Section 7.6(b) (“*Excess Available Income - Distribution of Excess Available Income*”)).

Given that Principal Draws may be made to meet a Payment Shortfall, payment of principal to the Class A Noteholders may in certain circumstances be deferred to payment of Interest to the Class A Noteholders. Principal Draws would be repaid from the Total Available Income in

accordance with Section 7.5(b) (“*Distribution of Total Available Income - Distribution of Total Available Income*”).

### 8.3 The Swap Agreements

The Trustee has entered into swaps with the Swap Provider until the Final Maturity Date of the Notes (each a “**Swap**”) adopting the ISDA Master Agreement amended by a schedule and a confirmation (the “**First Master Agreement**”).

The Swaps are used to hedge the Coupon Rate risk between the fixed rates payable by Obligors under the Purchased Receivables and the floating rate obligations of the Trust (for example, the Coupon Payments on the Notes).

Under a Swap, on each Payment Date the Trustee will pay to the Swap Provider a fixed rate (as determined by the calculation agent) on an agreed principal amount and receive from the Swap Provider the applicable Three Month Bank Bill Rate. The terms of the Swaps allow for netting of payments.

The Swap Provider’s obligations under the Swaps are supported by the Back-up Swap Provider. Pursuant to the Novation Agreement, the Back-up Swap Provider will assume the Swap Provider’s obligations under the Swaps on the occurrence of certain events of default set out in the First Master Agreement or the failure by the Swap Provider to make payments due under the Swaps. The Swaps will be novated to the Back-up Swap Provider (as floating rate payer) as if the Back-up Swap Provider had been named as a party to the Swaps instead of the Swap Provider. The Swaps will cease to be governed by the First Master Agreement and instead will be deemed to have been governed at all times by the Second Master Agreement.

The Back-up Swap Provider is required to have the minimum current rating of a counterparty that will not, in accordance with the S&P Criteria, cause a downgrade, withdrawal or qualification of the current rating of the Class A1 Notes, the Class A2 Notes or the Class B Notes provided that collateral is being provided in accordance with the S&P Criteria (the “**Required Rating**”).

Under the First Master Agreement, if (prior to the Back-up Swap Provider assuming the obligations of the Swap Provider under the Swaps) the short term credit rating or long term credit rating (as applicable) of the Back-up Swap Provider falls below the Required Rating, it must (at its own expense) find a replacement counterparty with the Required Rating to assume its obligations under both the Novation Agreement and the Second Master Agreement. If no such replacement counterparty is found within the time period specified, the Back-up Swap Provider will be required to post or procure the posting of cash collateral to the Trustee. The cash collateral will be used, amongst others, to make payments to the Trustee under the Swaps.

Where the Back-up Swap Provider has already assumed the obligations of the Swap Provider under the Swaps (pursuant to the Novation Agreement), it also has the obligation to either find a replacement counterparty with the Required Rating or post cash collateral to the Trustee if its short term credit rating or long term credit rating (as applicable) falls below the Required Rating.

## **9 The Trust**

### **9.1 General**

The Trust was established pursuant to the Master Trust Deed, a Notice of Creation of Trust dated 15 September 2011 and the Series Notice. The Trust is separate and distinct from any other trust established under the Master Trust Deed, and accordingly, the Assets of the Trust are not available to meet the liabilities of any other trust and the assets of any other trust are not available to meet the liabilities of the Trust.

### **9.2 The Trustee**

Perpetual Trustee Company Limited has obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act 2001 (Australian Financial Services Licence No.236643). Perpetual Trustee Company Limited has appointed P.T. Limited to act as its authorised representative under that licence (Authorised Representative No. 266797).

The Trustee is appointed as trustee of the Trust on the terms set out in the Master Trust Deed and the Series Notice.

The Trustee's powers include the power to invest in Receivables and other Authorised Investments, to borrow and raise moneys by the issue of Notes, to enter into and perform its obligations under the Transaction Documents and (with the written agreement of the Manager) to do all such things incidental to any of its powers or necessary or convenient to be done for or in connection with the Trust or its functions under the Master Trust Deed.

The Trustee has the power to delegate the exercise of its rights, powers and discretions in accordance with the Transaction Documents.

The Trustee must act honestly and in good faith, use its best endeavours to carry on and conduct its business in a proper and efficient manner and to exercise such diligence and prudence as a prudent person of business would exercise in performing its express functions and in exercising its discretions under the Master Trust Deed having regard to the interests of the Unit Holders, the Noteholders and other creditors of the Trust.

The specific powers, rights, discretions, duties and obligations of the Trustee are set out in the Master Trust Deed and other Transaction Documents.

The Trustee has no duty, and is under no obligation to investigate whether a Manager's Default, Servicer Transfer Event or Title Perfection Event has occurred in relation to the Trust other than where it has actual notice.

The Trustee is required to provide the notices referred to in the Master Trust Deed in respect of a determination of Material Adverse Effect only if it is actually aware of the facts giving rise to the Material Adverse Effect.

In making any such determination, the Trustee will seek and rely on advice given to it by its advisers in the manner contemplated by the Master Trust Deed.

The Trustee is entitled to rely conclusively on, and is not required to investigate the accuracy of:

- (a) the contents of a Sale Notice given to it an Approved Seller;
- (b) the contents of any report given to it by the Manager or the Servicer;

- (c) any calculations, information, document, form or list supplied or purported to be supplied to it or made by CNH Capital, the Servicer or the Manager including the calculation of payments due to, or to be charged against, the Noteholders, any Unit Holder and CNH Capital on specified dates;
- (d) the amount of, or allocation of, Collections; or
- (e) the contents of any certificate provided to the Trustee under the Master Trust Deed,

unless the Trustee is actually aware to the contrary. The Trustee is not liable to any person in any manner whatsoever in respect of these matters.

The Master Trust Deed and the Series Notice also contain other provisions which regulate the Trustee's liability to Noteholders, other creditors and any Unit Holder. The Trustee is not liable to any person for any losses, costs, liabilities or expenses arising out of the exercise or non-exercise of its discretions (or by the Manager of its discretions) or for any instructions or directions given to it by the Manager or the Servicer except to the extent that it is caused by the Trustee's fraud, negligence or Default. The Trustee is also not liable for any Manager's Default, Service Transfer Event or Title Perfection Event. The Trustee is not liable for any act, omission or default of the Servicer or the Custodian in relation to their duties and obligations under the Master Trust Deed or the Custodian Agreement, as the case may be.

**(a) Limitation of Trustee's Liability**

The Trustee will not be liable personally in the event of failure to pay moneys on the due date for payment to any Noteholder, any Unit Holder, the Manager or any other person or for any loss howsoever caused in respect of the Trust or to any Noteholder, any Unit Holders, the Manager or other person, in the absence of fraud, negligence or Default on its part.

The Trustee acts as Trustee only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with the Master Trust Deed or the Trust is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of the Assets of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of the Transaction Documents and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Transaction Documents or the Trust. The limitation will not apply if there is a reduction in the Trustee's indemnification out of the Assets of the Trust as a result of the Trustee's fraud, negligence or Default.

**(b) Indemnity**

The Trustee will be indemnified out of the Assets of the Trust against all losses and liabilities properly incurred by the Trustee in performing any of its duties or exercising any of its powers under the Transaction Documents in relation to the Trust except where the Trustee fails to exercise due care or is otherwise disentitled (including for fraud, negligence or Default).

**(c) Fees and Expenses**

The Trustee will receive a quarterly fee based on the aggregate principal outstanding of the Purchased Receivables on the first day of the relevant Collection Period, payable in arrears on the relevant Payment Date. The Trustee's Fee is inclusive of

GST but is subject to adjustment to take into account any change in the rate of GST payable pursuant to the *A New Tax System (Goods and Services Tax Imposition – General) Act 1999*.

The Trustee will be reimbursed out of the Assets of the Trust for all expenses incurred in connection with the performance of its obligations in respect of the Trust (but not general overhead costs and expenses).

**(d) Removal and Retirement of the Trustee**

The Trustee must retire as trustee if directed by the Manager following certain events including (“**Trustee’s Retirement Event**”):

- (i) an Insolvency Event has occurred and is continuing in relation to the Trustee in its personal capacity;
- (ii) any action is taken in relation to the Trustee in its personal capacity which may give rise to a Rating Downgrade Event;
- (iii) the Trustee, or any employee or officer of the Trustee breaches any obligation or duty imposed on the Trustee under the Master Trust Deed or any other Transaction Document in relation to the Trust where the Manager reasonably believes it may have a Material Adverse Effect and the Trustee fails or neglects after 20 Business Days’ notice from the Manager, if capable of remedy, to remedy that breach (unless the Manager has delivered a Rating Notification in respect of the breach);
- (iv) the Trustee merges or consolidates with another entity unless:
  - (A) the Manager consents to the merger or consolidation (which consent must not be unreasonably withheld); or
  - (B) within 5 Business Days of the merger or consolidation, the Manager has delivered a Rating Notification in respect of the merger or consolidation; or
- (v) any of the above occurs in relation to any other trust constituted under the Master Trust Deed.

The Trustee will bear the costs of its removal and will not be indemnified from the Assets of the Trust for such costs.

The Manager is entitled to appoint a replacement trustee on removal of the Trustee if the Manager has delivered a Rating Notification in respect of the appointment of the successor Trustee.

The Trustee may voluntarily resign on giving to the Manager (with a copy to the Rating Agency) not less than 3 months’ notice in writing (or such other period as the Manager and the Trustee may agree) of its intention to do so, provided a replacement Trustee who is approved by the Manager is appointed and a Rating Notification has been obtained in respect of any rating of Notes by S&P has been notified of the appointment of the successor Trustee. If a replacement Trustee has not been appointed by the date which is 30 days before the end of the 3 months’ notice period, the Manager must appoint a replacement Trustee. The appointment will only be effective if the Manager has delivered a Rating Notification in respect of the



appointment of the successor Trustee and the replacement Trustee executes such document agreeing to become bound by the obligations of the outgoing Trustee under the Transaction Documents and granting certain indemnity to the outgoing Trustee and the creditors of the Trust.

### 9.3 The Manager

The Manager is appointed as manager of the Trust on the terms set out in the Master Trust Deed and the Series Notice.

The Manager will have certain duties and obligations under the Master Trust Deed and the other Transaction Documents, including the administration and servicing of the Assets (which are not serviced by the Servicer), borrowings and other liabilities of the Trust and the day to day operation of the Trust.

The Manager has the power to delegate the performance of its duties and obligations under the Master Trust Deed in accordance with the Transaction Documents.

#### (a) Limitation on Manager's Liability

The Manager will not be personally liable to indemnify the Trustee or make any payments to any other person in relation to the Trust. However there is no limit on the Manager's liability for any fraud, negligence or wilful default by it in its capacity as the Manager of the Trust.

The Manager will be indemnified out of the Assets of the Trust for any liability, cost or expense which it properly incurs in its capacity as Manager of the Trust.

#### (b) Fees and Expenses

The Manager will receive a quarterly fee based on the aggregate principal outstanding of the Purchased Receivables on the first day of the relevant Collection Period, payable in arrears on the relevant Payment Date. The Manager's Fee is exclusive of GST and will be grossed up for the GST payable by the Manager.

The Manager will be reimbursed out of the Assets of the Trust for all expenses incurred in connection with the performance of its obligations in respect of the Trust (but not general overhead costs and expenses).

#### (c) Removal and Retirement of the Manager

The Manager must retire as manager if directed by the Trustee following the occurrence of any of the following events ("**Manager's Default**"):

- (i) the Manager fails to allocate any amounts received in respect of the Trust to the Collection Account or fails to make or instruct the Trustee to make any payment required from it within the time period specified in a Transaction Document, and does not remedy that failure within 2 Business Days of receipt from the Trustee of notice of that failure;
- (ii) an Insolvency Event has occurred and is continuing in relation to the Manager;
- (iii) the Manager:

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- (A) breaches any obligation or duty under the Master Trust Deed, any other Transaction Document or any other deed, agreement or arrangement entered into by the Manager under the Master Trust Deed in relation to the Trust; and
- (B) fails after 21 Business Days' notice from the Trustee (which notice specifies the breach with reasonable particularity and requires rectification) to remedy that breach, if capable of remedy, or pay compensation to the Trustee for its loss from such breach,

except, in each case, where the Manager has relied on information provided, or other action taken, by a Servicer or has not received information from the Servicer which the Manager requires to comply with the obligation or duty and the Servicer's action or inaction (as the case may be) is not due to the Manager's fraud, negligence or wilful default;

- (iv) a representation, warranty or statement made by or on behalf of the Manager in a Transaction Document or a document provided under or in connection with a Transaction Document, is not true in a material respect or is misleading or deceptive when repeated and, if capable of remedy, is not remedied to the Trustee's reasonable satisfaction within 60 Business Days after notice from the Trustee where (as determined by the Trustee acting on appropriate expert advice) it has a Material Adverse Effect;
- (v) a Title Perfection Event has occurred and is continuing; or
- (vi) any of the above occurs with respect to any other trust constituted under the Master Trust Deed.

The Manager will bear the costs of its removal and indemnifies the Trustee for those costs.

The Trustee may appoint another manager if the Manager is removed provided that the Manager has delivered a Rating Notification in respect of the appointment of the successor Manager. Until a replacement manager is appointed, the Trustee must act as manager.

The Manager may resign voluntarily on giving to the Trustee (with a copy to the Rating Agency) not less than 6 months' notice in writing (or such other period as the Manager and the Trustee may agree) of its intention to do so, provided a successor Manager who is approved by the Trustee, or who may be the Trustee the Manager has delivered a Rating Notification in respect of the appointment of

the successor Manager. If a successor Manager has not been appointed by the date which is 30 days before the end of the 6 months' notice period, the Trustee may appoint a successor Manager. The appointment will only be effective if the Manager has delivered a Rating Notification in respect of the successor Manager executes such document agreeing to be bound by all the covenants on the part of the Manager under the Transaction Documents.

## 9.4 The Servicer

CNH Capital has been appointed as the Servicer of the Purchased Receivables under the Master Trust Deed.

The Servicer will service the Purchased Receivables in accordance with the applicable Guidelines in the ordinary course of its business, by exercising the degree of diligence and care expected of an appropriately qualified Servicer of the relevant financial products and otherwise in accordance with the Master Trust Deed.

The Servicer may delegate its duties under the Master Trust Deed but will still remain liable for the performance of services in accordance with the Master Trust Deed and for the acts or omissions of its delegate.

To the extent that it will not cause a Material Adverse Effect, the Servicer has powers including to waive any fees and break costs on the Purchased Receivables, arrange the rescheduling of interest due and unpaid following a default under any Purchased Receivable, and waive any right in respect of any Purchased Receivable in the ordinary course of servicing the Purchased Receivables. However the Servicer has undertaken not to release an Obligor from any amount owing in respect of a Purchased Receivable or otherwise vary or discharge any Purchased Receivable or Purchased Receivable Security or enter into any agreement which has the effect of altering the amount payable in respect of a Purchased Receivable or a Purchased Receivable Security except as required by law or where it would not have a Material Adverse Effect.

To the extent that it will not cause a Material Adverse Effect, the Servicer also has the power to grant an extension of maturity beyond 72 months from the date the Receivable was originated when required to do so by law or a government agency. This power is permitted notwithstanding a Material Adverse Effect if the extension is required by law or a government agency.

The Servicer has been appointed by the Trustee as its agent to prepare and issue GST invoices in relation to the Purchased Receivables, the Purchased Receivable Securities and the Financed Property.

### (a) Undertakings

The Servicer makes various undertakings in the Master Trust Deed including that it will comply with applicable laws, collect and pay moneys in relation to Purchased Receivables in accordance with specified standards. If a Material Default (as defined in the Master Trust Deed) occurs in respect of a Purchased Receivable, the Servicer must take such action to enforce the relevant Purchased Receivable in accordance with its normal procedures and to the extent that the Servicer determines that enforcement procedures should be taken and it must not knowingly take any action or fail to take action if the action or failure will interfere with the enforcement procedures of any Purchased Receivables.

In performing its services, the Servicer must consider if its acts or omissions will have any Material Adverse Effect.

Except for purposes of complying with any law or if the consent of the Manager and the Lead Manager has been obtained and the Manager has delivered a Rating Notification in relation to the amendment, the Servicer must not amend the Guidelines in any way that may result in:

- (i) a Material Adverse Effect;
- (ii) a material adverse effect on the ability of the Servicer or the Manager to perform its obligations under the Transaction Documents; or
- (iii) a material adverse effect on the rights of the Trustee in respect of the Purchased Receivables and Purchased Receivable Securities.

**(b) Servicer's Fee**

The Servicer will receive a quarterly fee for servicing the Purchased Receivables based on the aggregate principal outstanding of the Purchased Receivables on the first day of the relevant Collection Period, payable in arrears on the relevant Payment Date. The Servicer's Fee is exclusive of GST and will be grossed up for the GST payable by the Servicer.

**(c) Removal and Retirement of the Servicer**

The Trustee must (at the direction of the Manager) terminate the Servicer's appointment (and the Servicer indemnifies the Trustee against all expenses resulting from the termination) if any of the following events has occurred ("**Servicer Transfer Events**"):

- (i) an Insolvency Event occurs with respect to the Servicer;
- (ii) the Servicer fails to pay any amount in accordance with any Transaction Document within 5 Business Days of receipt of a notice from the Trustee or the Manager to do so;
- (iii) the Servicer fails to comply with any of its other obligations under any Transaction Document and such action has had, or if continued will have, a Material Adverse Effect and that failure is not remedied within 20 Business Days;
- (iv) any representation, warranty or certification made by the Servicer is incorrect when made and is not waived by the Trustee or remedied to the Trustee's reasonable satisfaction within 30 Business Days after notice, and the Trustee determines that breach would have a Material Adverse Effect;
- (v) the Servicer fails to prepare and submit to the Manager in a timely fashion any information so required under the Transaction Documents and such failure will have a Material Adverse Effect and, if capable of remedy, is not remedied within 5 Business Days of notice delivered to the Servicer by the Trustee or the Manager;
- (vi) the Servicer breaches its obligations in relation to the amendments to, and provision of copies of, the Guidelines and the Manager would not be able to deliver a Rating Notification in respect of such breach; or
- (vii) two consecutive adverse audit reports are received in relation to the performance by the Servicer of its obligations under the Master Trust Deed and the Series Notice.

The Servicer will bear the costs of its removal and indemnifies the Trustee costs.

Pending the appointment of another Eligible Servicer, the Trustee will act as the standby Servicer.

The Servicer may voluntarily resign provided it gives 6 months' notice to the Rating Agency, the Manager and the Trustee. If an Eligible Servicer has not been appointed to be the Servicer by the expiration of that notice period the Servicer must continue to act as Servicer and will be entitled to the Servicer's Fee.

**(d) Transfer of Relevant Documents**

The Servicer must on the occurrence of a Servicer Transfer Event deliver all Relevant Documents in its possession to the Trustee. The Trustee has a licence from the Servicer to enter onto its premises for the purpose of taking possession and removing Relevant Documents if a Servicer Transfer Event has occurred.

### 9.5 The Back-up Servicer

**(a) Appointment**

The Trustee has been appointed as Back-up Servicer of the Trust under the Series Notice.

**(b) Duties**

On the occurrence of a Servicer Transfer Event, the Back-up Servicer will service the Purchased Receivables by:

- (i) taking action to protect or enforce the terms of any Receivable and related Receivable Rights forming part of the Assets of the Trust or otherwise exercise any rights conferred under documentation or at law in relation to the Receivable and related Receivable Rights and take such action and incur such expenses as are necessary for such protection, enforcement or exercise of rights in accordance with the Guidelines;
- (ii) preparing and collating all reasonably necessary performance statistics of the Receivables of the Trust;
- (iii) subject to the terms of the Series Notice, collecting all Collections received by it in respect of each Receivable and related Receivable Rights of the Trust and remit any such Collections in the manner required by the Series Notice;
- (iv) maintaining any Receivable account in respect of any Receivable of the Trust and give all notices, documents or statement required to be given under the Guidelines to the relevant Obligor;
- (v) with respect to any insurance policies:
  - (A) promptly preparing and make claims under insurance policies when the Trustee is entitled to do so;
  - (B) not doing anything which could reasonably be expected to materially adversely affect or limit the rights of the Trustee, under or in respect of insurance policies to the extent those rights relate to Receivables and related Receivable Rights of the Trust; and

- (C) complying with, and to the extent it is able ensure that, all requirements and conditions of the insurance policies are complied with;
  - (vi) acting in accordance with any other obligation imposed on the Servicer by the Guidelines; and
  - (vii) collecting any break costs incurred and payable by an Obligor in relation to a Receivable Agreement.
- (c) **Back-up Servicer's fee**
  - (i) The Back-up Servicer will receive a fee as agreed between the Trustee, the Manager and the Back-up Servicer from time to time for acting as Back-up Servicer of the Trust. The Back-up Servicer will not be entitled to any fee under this Section 9.5(c)(i) whilst it is the Servicer.
  - (ii) The Back-up Servicer will receive a quarterly fee from the date it acts as Servicer of the Trust. The quarterly fee will be the same as the quarterly fee referred to in Section 9.4(b) ("*The Servicer - Servicer's Fee*") which the Servicer received before the occurrence of the Servicer Transfer Event.
- (d) **Procurement of replacement servicer**
  - (i) The Back-up Servicer will use its reasonable endeavours to procure the appointment of a replacement servicer to service the Trust provided that:
    - (A) the Manager has delivered a Rating Notification in relation to the appointment; and
    - (B) has executed a deed under which it covenants to act as servicer on substantially the same terms as the Transaction Documents and for a fee determined on a market basis.
  - (ii) The Back-up Servicer will act as Servicer until a replacement servicer is appointed. The Manager will use its reasonable endeavours to assist the Back-up Servicer to act as Servicer.
- (e) **Retirement of Back-up Servicer**

The Back-up Servicer may retire:

  - (i) immediately upon the appointment of a receiver or receiver and manager to the Assets of the Trust by written notice to the Trustee, the Manager and the Rating Agency; or
  - (ii) upon the appointment of a replacement Back-up Servicer:
    - (A) in respect of whom the Manager has delivered a Rating Notification; and
    - (B) who has executed a deed under which it covenants to act as Back up Servicer on substantially the same terms as the Series Notice and for a fee determined on a market basis provided that at least 90 days' notice is given to the Trustee, the Manager and the Rating Agency.

## 9.6 The Custodian

The Custodian is responsible for custody of the relevant documents and all books, records, accounts and registers (whether electronically stored or otherwise) held or maintained by the Custodian in relation to the Custodian Agreement, the Purchased Receivables or the Purchased Receivable Securities (“**Relevant Documents**”) on behalf of the Trustee, pursuant to the Custodian Agreement and in accordance with its policies and procedures relating to the receipt, holding, dealing and release of documents (the “**Custodial Procedures**”). The procedures include keeping the Purchased Receivables and Relevant Documents separate from other documents, maintaining reports on movements of documents and being able to locate security packets.

The Custodian must act honestly and in good faith and must demonstrate the degree of care and diligence which would reasonably be required of an appropriately qualified custodian.

The Custodian will be audited every 12 months in relation to its Custodial Procedures by external auditors appointed by the Custodian with the approval of the Trustee. If the audit report discloses that the system for tracking and recording is faulty or there are any other major deficiencies in internal controls in respect of the Relevant Documents such that the Relevant Documents may be removed or tampered with without proper authorisation or that the Relevant Documents are not in their designated file, a further external audit must be conducted.

### (a) Custodian’s Fee

The Custodian will receive a quarterly fee based on the aggregate principal outstanding of the Purchased Receivables on the first day of the relevant Collection Period, payable in arrears on the relevant Payment Date. The Custodian’s Fee is exclusive of GST and will be grossed up for the GST payable by the Custodian.

### (b) Removal and Retirement of the Custodian

The Trustee may terminate the Custodian's appointment by giving not less than 30 days’ prior notice to the Custodian if any of the following has occurred (“**Custody Transfer Event**”):

- (i) a subsisting Servicer Transfer Event;
- (ii) a further external audit which is required following the annual audit of the Custodian’s procedure and compliance with the Custodian Agreement, results in an adverse audit report;
- (iii) any failure by the Custodian to comply with any of its obligations under the Custodian Agreement which (if capable of remedy) has subsisted for at least 5 Business Days;
- (iv) an Insolvency Event in relation to the Custodian;
- (v) any notice by the Trustee or Security Trustee to the Custodian that it believes that, in the interests of the Chargees, a transfer of the Relevant Documents is necessary; or
- (vi) any notice by the Security Trustee to the Custodian that it is enforcing its security interests created under the Security Trust Deed.

If a Custody Transfer Event has occurred, it must deliver at its expense the Relevant Documents to, or at the direction of, the Trustee.

The Custodian may voluntarily resign provided it gives 6 months' notice to the Rating Agency, the Trustee and the Security Trustee.

### 9.7 Termination of the Trust

#### (a) Termination Events

The Trust will terminate on the earliest to occur of:

- (i) the eightieth anniversary of the date of creation of the Trust;
- (ii) the date upon which the Trust terminates under statute or general law;
- (iii) the Business Day immediately following the date upon which all Noteholders and other creditors of the Trustee in its capacity as trustee of the Trust have been repaid in full, and the Trustee has received a confirmation from the Australian Taxation Office that the Trustee has lodged its final tax return in relation to the Trust; or
- (iv) following the occurrence of an "Event of Default" under the Security Trust Deed, the Security Trustee has enforced to the fullest extent that it is able to do so all of its powers under the Security Trust Deed which arise on the occurrence of that Event of Default or on the Security Trust Deed becoming enforceable, and has distributed all of the amounts which it is required to distribute under the Security Trust Deed, and the Trustee has received a confirmation from the Australian Taxation Office that the Trustee has lodged its final tax return in relation to the Trust,

such earliest date being the "**Termination Date**".

#### (b) Realisation of Trust Assets

When the Trust is terminated, subject to the relevant Approved Seller's right of first refusal described below, the Trustee must sell and realise the Assets of the Trust and so far as reasonably practicable and reasonably commercially viable, complete sale within 180 days after the Termination Date. During the 180 day period after the Termination Date, the Purchased Receivables, if performing, must be sold for their Unpaid Balance and in the case of non-performing Purchased Receivables, their Fair Market Value. The Servicer (in consultation with the Trustee or the Unit Holders) will determine whether a Purchased Receivable is performing or non-performing.

#### (c) Approved Seller's Right of First Refusal

As soon as practical after the Termination Date, the Trustee must offer irrevocably to extinguish in favour of the relevant Approved Seller, or if the Trustee has perfected its title, to assign to that Approved Seller, its entire right, title and interest in and to the Purchased Receivables, and related Receivable Rights for their Unpaid Balance (for performing Purchased Receivables) and their Fair Market Value (for non-performing Purchased Receivables).

The Trustee will not sell any Purchased Receivables to another party unless the relevant Approved Seller has failed to accept the offer within 90 days after the



occurrence of the Termination Date by paying the purchase price to the Trustee within that period.

## **9.8 Meeting of Noteholders and Seller Noteholder**

### **(a) Meeting Procedures**

The Trustee, the Manager, Noteholders (which for the purposes of this Section 9.8 will be taken to include the Seller Noteholder) or a Class of Noteholders holding in aggregate not less than 5% of the Invested Amounts of all Notes issued by the Trust (which, for the purposes of this Section 9.8 will be taken to include the Seller Notes) or in that Class of Notes may at any time convene a meeting of the Noteholders or that Class (as the case may be).

At least 5 Business Days' notice must be given to the Noteholders of a meeting unless a shorter period of time is approved by 95% of the holders of the then outstanding Notes of the Trust or the Class. The notice must specify, amongst others, certain information including the day, time and place of the proposed meeting, the agenda, and the terms of any proposed resolution. Accidental omission to give notice or the non-receipt of notice by any Noteholder will not invalidate the proceedings at any meeting.

The quorum for a meeting is two or more persons being Noteholders holding, or representatives of Noteholders holding or representing, in the aggregate not less than 67% of the Invested Amounts of all Notes issued by the Trust or constituting the Class (as the case may be). The Master Trust Deed sets out the procedures to be followed if a quorum is not present within 15 minutes from the time appointed for any meeting.

Every resolution submitted to any meeting will be decided initially by show of hands and the chairman of the meeting will have a casting vote in case of equality of votes. A question will be decided by poll if demanded by the chairman, the Trustee, the Manager or by one or more Noteholders holding in aggregate not less than 2% of the Notes issued and then outstanding by the Trust or constituting the Class (as the case may be). Every Noteholder holding then outstanding Notes will have one vote on a show of hands and one vote for each Note held by them on a poll.

An Extraordinary Resolution passed at a meeting of the Noteholders or a Class duly convened and held in accordance with the Master Trust Deed will be binding on all the Noteholders or the relevant Class whether or not present at such meeting.

A resolution of the Noteholders or any Class of Noteholders (including an Extraordinary Resolution) may be passed, without any meeting or previous notice being required, by an instrument in writing which has been signed by all the Noteholders of the Trust or of a Class (as the case may be).

### **(b) Powers of a Meeting of Noteholders and Seller Noteholder**

The powers of a meeting of Noteholders are specified in the Master Trust Deed (including to sanction action which the Trustee, Manager or Servicer propose to take, and to consent to the amendment of Transaction Documents) and can only be exercised by an Extraordinary Resolution. A meeting of Noteholders does not have the power to:

- (i) remove the Servicer or the Manager from office;

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- (ii) interfere with the management of the Trust;
- (iii) wind up or terminate the Trust (except as contemplated in the Master Trust Deed);
- (iv) alter the Authorised Investments of the Trust;
- (v) amend any Transaction Document (except as contemplated in the Master Trust Deed); or
- (vi) alter the Payment Dates, Interest and Principal Payments, or other terms of the Series Notice in relation to any Notes (except as contemplated in the Master Trust Deed).

### 9.9 Perfection Of Title

If a Title Perfection Event occurs, the Trustee and the Manager must take all reasonable steps (and the Servicer must take all action available to assist) to perfect the Trustee's title in and to the Purchased Receivables and related Receivable Rights, and may:

- (a) complete any blanks, execute and register on behalf of the relevant Approved Seller any relevant transfers of the Trustee's interest in the Receivable Securities;
- (b) give notice of any sale of the relevant Receivable Rights under any Future Agreement to the relevant Obligor;
- (c) give notice of the perfection of its title in the Purchased Receivables and related Receivable Rights to any other interested persons;
- (d) do anything else reasonably necessary to perfect its interest in the relevant Purchased Receivables and related Receivable Rights, including registering transfers of receivables securities or caveats; and/or
- (e) require the then existing payment instructions of each Obligor to be amended as so specified by the Trustee and the Manager.

Each Approved Seller has also granted a power of attorney to certain officers of the Trustee and the Security Trustee (if the Charge has been enforced) to undertake any of the actions in paragraphs (a) to (e) above following the occurrence of a Title Perfection Event.

Each Approved Seller agrees that on being directed to do so by the Trustee following a Title Perfection Event, it must promptly (and in any event within 10 Business Days or such longer period as the Trustee permits) take all action to perfect the Trustee's legal title to the Purchased Receivables and related Receivable Rights by giving written notice of the Trustee's interest to any Obligor, registering any relevant transfer of the Trustee's interest in any Receivable Security, taking any other action required or permitted by law to perfect such legal title and delivering all Relevant Documents relating to the Purchased Receivables to the Trustee.

Each of the following is a "**Title Perfection Event**" in relation to the Purchased Receivables:

- (a) CNH Capital breaches any representation, warranty, covenant or undertaking made by it in a Transaction Document, which breach:
  - (i) would have a Material Adverse Effect; and

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- (ii) if capable of remedy, is not remedied within 5 Business Days (or such longer period approved by the Trustee in its discretion) of the date on which CNH Capital is notified of the breach by the Trustee or the Manager;
- (b) The Manager (if it is CNH Capital or a Related Body Corporate of CNH Capital) breaches any representation, warranty, covenant or undertaking made by it in a Transaction Document, which breach:
  - (i) would have a Material Adverse Effect; and
  - (ii) if capable of remedy, is not remedied within 5 Business Days (or such longer period approved by the Trustee in its discretion) of the date on which CNH Capital is notified of the breach by the Trustee or Servicer;
- (c) the Servicer purports to resign without the Trustee agreeing to act in its place or an Eligible Servicer being appointed as successor Servicer in accordance with clause 30 (“*Termination of Servicer’s Appointment*”) the Master Trust Deed;
- (d) either CNH Capital or the Servicer (for so long as it is CNH Capital) fails to pay an amount when due to the Trustee under any Transaction Document and such failure is not remedied within 5 Business Days of notice from the Trustee or the Manager requiring the failure to be remedied; and
- (e) if CNH Capital is the Servicer, a Servicer Transfer Event occurs (as detailed in Section 9.4(c) (“*The Servicer - Retirement and Removal of the Servicer*”)).

### 9.10 Audit and Accounts

An Auditor will be appointed to the Trust. The auditor must:

- (a) audit the annual accounts prepared by the Manager for each financial year in respect of the Trust; and
- (b) provide a written report detailing the nature and extent of audit performed and the results of the audit to the Trustee, the Security Trustee and the Rating Agency.

The Noteholders can inspect but not photocopy a copy of the audited accounts of the Trust and any Auditor's report at the offices of the Manager.

### 9.11 Income Tax

The cashflows associated with the Trust are such that it is expected that the Trust will have minimal, if any, taxable income for taxation purposes and that any such income will be taxed in the hands of the Residual Income Unit Holder rather than in the hands of the Trustee. The Servicer must prepare and lodge all necessary income tax returns and other statutory returns for the Trust. The Manager and the Trustee have received an opinion from Mallesons Stephen Jaques confirming the application of the relevant taxation principles.

### 9.12 Amendments to the Master Trust Deed

The Trustee, the Manager and the Servicer may by way of supplemental deed amend the Master Trust Deed or the Series Notice so long as such amendment is:

- (a) to correct a manifest error or ambiguity or is of a formal, technical or administrative nature only;

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- (b) necessary to comply with the provisions of any statute or regulation or with the requirements of any government agency; or
- (c) appropriate or expedient as a consequence of an amendment to any statute or regulation or altered requirements of any government agencies.

Where in the reasonable opinion of the Trustee a proposed amendment to the Master Trust Deed is prejudicial or likely to be prejudicial to the interests of the Noteholders or a Class of the Noteholders or the Unit Holders of the Trust, such amendment may only be effected by the Trustee with the prior consent of the Noteholders or that particular Class of the Noteholders (as the case may be) under an Extraordinary Resolution of the Noteholders or Class of Noteholders or with the prior written consent of the Unit Holders (as the case may be).

### **9.13 Unit Holders**

The beneficial interest of the Trust will be constituted by the issue of:

- (a) a single Residual Income Unit to CNH Capital on the establishment of the Trust on 15 September 2011; and
- (b) a single Residual Capital Unit to Solution Capital Pty Limited on the establishment of the Trust on 15 September 2011.

These units are not transferable and no other Units may be issued. Each of the Residual Income Unit Holder and the Residual Capital Unit Holder holds the beneficial interest in the Trust in accordance with the Master Trust Deed and the Series Notice.

## 10 The Security Structure

### 10.1 General

Under the Deed of Charge, the Trustee has granted a first ranking, fixed and floating charge over all of the Assets and undertakings of the Trust in favour of the Security Trustee to secure the Trustee's obligations to the Noteholders, the Seller Noteholder, the Manager, the Servicer, the Back-up Servicer, the Custodian, Security Trustee, the Swap Provider, the Back-up Swap Provider, any other providers of Support Facility to the Trust, each Approved Seller in respect of any Accrued Interest Adjustment (as defined in the Master Trust Deed), the Dealer and the Trustee in relation to its rights as trustee under the Transaction Documents (together, those creditors being the “**Chargees**”).

The Trustee has entered into the Security Trust Deed with the Security Trustee, under which the Security Trustee has agreed to hold the benefit of the Deed of Charge, and various covenants of the Trustee under the Security Trust Deed, on trust for the secured creditors of the Trustee (including Noteholders).

### 10.2 Enforcing the Security

If the Security Trustee becomes actually aware of the occurrence of an “Event of Default” under the Security Trust Deed, the Security Trustee must promptly convene a meeting of the Voting Chargees to seek directions. The Security Trustee may waive an Event of Default before it is required to convene a meeting of the Voting Chargees if that Event of Default is not materially prejudicial to the Chargees' interests. No Chargee is entitled to apply for the liquidation or dissolution of the Security Trustee or levy execution or appoint a receiver or administrator to any assets of the Security Trustee (other than the Assets or the Trust).

Each of the following (whether or not it is within the control of the Trustee) is an “Event of Default” under the Security Trust Deed:

- (a) The Trustee fails to pay:
  - (i) any Coupon Entitlement in respect of a Class A Note within 3 Business Days of the relevant Coupon Payment Date on which the Coupon Entitlement was due to be paid, together with all interest accrued and payable on that Coupon Entitlement; or
  - (ii) any other Secured Moneys within 3 Business Days of the due date for payment (or within any applicable grace period agreed with the Chargees), other than in respect of the following:
    - (A) any payment to a Class B Noteholder or the Seller Noteholder. Notwithstanding the foregoing provision:
      - (aa) so long as the Invested Amounts of the Class A Notes are fully repaid, any failure by the Trustee to pay any Coupon Entitlement in respect of the Class B Notes within 3 Business Days of the Coupon Payment Date on which that Coupon Entitlement was due to be paid, together with all interest accrued and payable on that Coupon Entitlement will constitute an Event of Default; and
      - (ab) so long as the Invested Amounts of each of the Class A Notes and the Class B Notes are fully repaid, any failure by

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the Trustee to pay any Coupon Entitlement in respect of the Seller Notes within 3 Business Days of the Coupon Payment Date on which that Coupon Entitlement was due to be paid, together with all interest accrued and payable on that Coupon Entitlement will constitute an Event of Default; or

- (B) any amount referred to in Sections 7.5(b)(xv) and 7.5(b)(xvi) (“*Distribution of Total Available Income - Distribution of Total Available Income*”) or any payment of outstanding break costs due and payable from the Trustee to the Swap Provider in the manner described in Section 7.6(b)(iii) (“*Excess Available Income*”) unless the Trustee has sufficient funds to pay those break costs after application of the Total Available Income in accordance with the order of priority described in Sections 7.5(b) (“*Distribution of Excess Available Income*”) and 7.6(b) (“*Distribution of Excess Available Income*”) and the Trustee fails to pay those break costs to the Swap Provider.
- (b) The Trustee fails to perform or observe any other provisions of the Series Supplement (other than an obligation referred to in paragraph (a) above) or a Trust Document where such failure will have a Material Adverse Effect and that default (if in the opinion of the Security Trustee is capable of remedy) is not remedied within 20 Business Days after written notice (or such longer period as may be specified in the notice) from the Security Trustee requiring the failure to be remedied.
- (c) A representation or warranty by or on behalf of the Trustee in a Trust Document is not true in a material respect or is misleading when made or repeated and will have a Material Adverse Effect.
- (d) An Insolvency Event occurs in relation to the Trustee:
  - (i) in its capacity as Trustee; or
  - (ii) in its personal capacity and a successor Trustee is not appointed in accordance with the Master Trust Deed within 90 Business Days of the occurrence of the Insolvency Event.
- (e) A Charge is not or ceases to be a first ranking charge over the Trust Assets or any other obligation of the Trustee (other than as mandatorily preferred by law) ranks ahead of or pari passu with any of the Secured Moneys.
- (f) Any Security Interest over the Trust Assets excluding any equipment relating to a Receivable to the extent that such equipment is a Trust Asset) is enforced.
- (g)
  - (i) All or any part of any Trust Document is terminated or is or becomes void, illegal, invalid, unenforceable or of limited force and effect where such event will have a Material Adverse Effect; or
  - (ii) a party becomes entitled to terminate, rescind or avoid all or part of any Trust Document (except where that party waives its right to terminate, rescind or avoid the relevant Trust Documents) where such event will have a Material Adverse Effect.
- (h) Without the prior consent of the Security Trustee:

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- (i) the Trust is wound up or the Trustee is required to wind up the Trust under the Master Trust Deed or applicable law, or the winding up of the Trust commences;
- (ii) the Trust is held or is conceded by the Trustee not to have been constituted or to have been imperfectly constituted; or
- (iii) unless another trustee is contemporaneously and immediately appointed to the Trust under the Trust Documents, the Trustee ceases to be authorised under the Trust to hold the property of the Trust in its name and to perform its obligations under the Trust Documents.

For the avoidance of doubt, a failure by the Trustee to make a payment to a Class B Noteholder or the Seller Noteholder will not be an Insolvency Event or any other Event of Default (other than the Event of Default set out in paragraphs (a)(ii)(A) and (a)(ii)(B) (as the case may be)).

The Trustee and the Manager must promptly notify the Noteholders, Security Trustee and the Rating Agency if, to the knowledge of its officers who are responsible for the administration of the Trust, it becomes aware of the occurrence of an Event of Default, Trustee's Retirement Event, Servicer Transfer Event, Custody Transfer Event, Title Perfection Event or Manager's Default including full details of the Event of Default, Trustee's Retirement Event, Servicer Transfer Event, Custody Transfer Event, Title Perfection Event or Manager's Default (as the case may be). Following the Security Trustee becoming actually aware of an Event of Default, it must promptly convene a meeting of the Voting Chargees in accordance with the Security Trust Deed, at which it will seek directions from the Voting Chargees regarding the action it should take as a result of the Event of Default.

The Security Trust Deed provides that the Trustee and the Security Trustee will only be considered to have knowledge or notice of or be aware of any thing if the Trustee or the Security Trustee (as the case may be) has knowledge, notice or awareness of that matter or thing by virtue of the actual knowledge, notice, or awareness of the officers or employees of the Trustee or the Security Trustee (as the case may be) having day to day responsibility for the administration of the Trust or the security trust established under the Security Trust Deed. In addition, notice, knowledge or awareness of an Event of Default means notice, knowledge or awareness of the occurrence of the events or the circumstances constituting an Event of Default and that those events or circumstances do constitute an Event of Default.

At the meeting, the Voting Chargees must vote by Extraordinary Resolution in relation to matters including:

- (a) to direct the Security Trustee in the action that should be taken by it following the occurrence of an Event of Default or a Charge becoming enforceable;
- (b) to sanction any action that the Security Trustee or a receiver proposes to take to enforce the provisions of the Security Trust Deed or a Deed of Charge;
- (c) to sanction any proposal by the Manager, the Trustee or the Security Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Chargees against the Trustee or the Manager whether such rights will arise under the Security Trust Deed, the Trust Documents or otherwise;

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- (d) to sanction the exchange or substitution of the Secured Moneys for, or the conversion of the Secured Moneys into, bonds or other obligations or securities of the Trustee or any body corporate formed or to be formed;
- (e) to assent to any modification of the provisions contained in the Security Trust Deed or any Deed of Charge which may be proposed by the Trustee, the Manager or the Security Trustee;
- (f) to give any authority, direction, guidance or sanction sought by the Security Trustee from the Voting Chargees;
- (g) to appoint any persons (whether Voting Chargees or not) as a committee or committees to represent the interests of the Voting Chargees and to confer on such committee or committees any powers or discretions which the Voting Chargees could themselves exercise by Extraordinary Resolution;
- (h) to remove the Security Trustee;
- (i) to approve a person proposed to be appointed as a new Security Trustee for the time being;
- (j) to discharge or exonerate the Security Trustee from any liability in respect of any act or omission for which it may become responsible under the Security Trust Deed or any other Trust Document;
- (k) to do any other thing which under the Security Trust Deed or any other Trust Document is required to be given by an Extraordinary Resolution of the Voting Chargees;
- (l) to authorise the Security Trustee or any other person to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution; or
- (m) to determine whether the Security Trustee should or should not perform an act.

The Security Trust Deed sets out detailed meeting procedures for Chargees, which procedures are generally similar to those for meetings of Noteholders under the Master Trust Deed.

In the absence of an Extraordinary Resolution of the Voting Chargees, the Security Trustee need not act but, if it does act, it must act (with prior written notice to the Chargees who are Noteholders) in the best interests of the Chargees. However, in any case, it does not have to act unless it obtains an indemnity from the Chargees (to the reasonable satisfaction of the Security Trustee), and is put in funds by them for the relevant enforcement actions.

### **10.3 Priorities Under the Security Trust Deed**

The proceeds from the enforcement of a Charge are to be applied (notwithstanding any order of payment in the Series Notice) in the following order of priority, subject to any other priority which may be required by statute or law:

- (a) first, *pari passu* and rateably, to the extent that the moneys received by the Security Trustee represent the moneys standing to the credit of any Support Facility Collateral Account at the relevant time, to the relevant Support Facility Provider;



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- (b) second, to the extent required by law, to pay the holder of any prior ranking Security Interest over Assets of the Trust of which the Security Trustee has notice the amount properly secured by the Security Interest;
- (c) third, to pay (pari passu and rateably):
  - (i) all costs, charges, expenses and disbursements properly incurred in the exercise of any power by the Security Trustee, a receiver or an attorney or other amounts (other than amounts referred to in paragraph (c)(ii)) payable to the Security Trustee under the Security Trust Deed;
  - (ii) any fees and other expenses due to the Security Trustee;
  - (iii) any fees, and unpaid Expenses, due to the Trustee;
  - (iv) any fees and other expenses due to the Back-up Servicer; and
  - (v) the receiver's remuneration;
- (c) fourth, to pay pari passu and rateably any unpaid Accrued Interest Adjustment due to the Approved Sellers;
- (d) fifth, to pay (pari passu and rateably):
  - (i) all Secured Moneys owing to the Support Facility Providers (except in respect of any Enhancement, and, in the case of a payment to the Swap Provider, to the extent that the Swap Provider is the Defaulting Party);
  - (ii) all Secured Moneys owing to the Class A1 Noteholders;
  - (iii) all Secured Moneys owing to the Class A2 Noteholders;
- (e) sixth, to pay all Secured Moneys owing to the Class B Noteholders;
- (f) seventh, to pay all outstanding Secured Moneys owing to the Swap Provider;
- (g) eighth, any amounts not covered above owing to any Chargee under any Trust Document, other than the Seller Noteholders or in respect of any Enhancement;
- (h) ninth, to pay all Secured Moneys owing to the Seller Noteholder or in respect of any Enhancement;
- (i) tenth, to pay the holder of any subsequent Security Interest over Assets of the Trust of which the Security Trustee has notice the amount properly secured by the security interest;
- (j) eleventh, to pay any surplus to the Trustee to be distributed in accordance with the Master Trust Deed.

The surplus will not carry interest. If the Security Trustee pays the surplus to the credit of an account in the name of the Trustee with any bank carrying on business in Australia, the Security Trustee, receiver, Chargee or attorney (as the case may be) will be under no further liability in respect of it.

In applying any moneys towards satisfaction of the Secured Moneys under the Security Trust Deed, the Trustee will be credited only with the money available for that purpose which is actually received by the relevant Chargee. The credit will date from the time of receipt.

### **10.4 The Security Trustee**

The Security Trustee is appointed to act as trustee on behalf of the Chargees on the terms and conditions of the Security Trust Deed. It holds the benefit of the charge and the mortgaged property under the Deed of Charge and the benefit of each of the Transaction Documents to which it is a party on trust for each Chargee in accordance with the terms and conditions of the Security Trust Deed. The Security Trust Deed contains a range of provisions regulating the scope of the Security Trustee's duties and liabilities (including the protection of the Security Trustee from liability in certain circumstances).

If there is a conflict between a duty owed by the Security Trustee to any Chargee or class of Chargees, and a duty owed by it to another Chargee or class of Chargees, the Security Trustee must give priority to the interests of the Class A Noteholders and the Support Facility Providers other than the Support Facility Providers for Enhancement.

If there is a conflict between the interests of the Class A Noteholders, and/or the interests of the Class B Noteholders, and/or the interests of the Seller Noteholder and/or the interests of the other Chargees, the Security Trustee must give priority to those interests in the following order:

- (a) first, the interest of the Class A Noteholders;
- (b) second, the interests of the Class B Noteholders;
- (c) third, the interest of the other Chargees; and
- (d) fourth, the interests of the Seller Noteholder.

The Security Trustee will not incur any liability to any Chargee for giving effect to the preceding two paragraphs if it acts in good faith.

The Security Trustee makes no statement or representation in this Information Memorandum. It has not authorised or caused the issue of any part of it and takes no responsibility for any part of it. The Security Trustee does not guarantee the success of the Notes or the Seller Notes nor the payment of principal or interest on the Notes or the Seller Notes.

#### **(a) Security Trustee's Fee and Expenses**

The Security Trustee will receive a quarterly fee based on the aggregate principal outstanding of the Purchased Receivables on the first day of that Collection Period, payable in arrears on the Relevant Payment Date. The Security Trustee's fee is inclusive of GST but is subject to adjustment to take into account any change in the rate of GST payable pursuant to the A New Tax System (Goods and Services Tax Imposition – General) Act 1999.

The Security Trustee will be reimbursed out of the Assets of the Trust for all expenses incurred in connection with the performance of its obligations in respect of the Trust (but not general overhead costs and expenses).

**(b) Retirement and Removal of the Security Trustee**

The Security Trustee may retire on 3 months' notice in writing to the Trustee, the Manager and the Rating Agency subject to:

- (i) any Transaction Document to which the Security Trustee is a party; and
- (ii) the appointment of a successor Security Trustee.

The Security Trustee may be removed by an Extraordinary Resolution of the Voting Chargees.

The Security Trustee may also be removed by the Manager if any of the following occurs:

- (iii) an Insolvency Event occurs in relation to the Security Trustee in its personal capacity;
- (iv) the cessation by the Security Trustee of its business; or
- (v) failure of the Security Trustee to comply with any of its obligations under any Transaction Document which has or will have a Material Adverse Effect, and if capable of remedy, that failure is not remedied within 10 Business Days after the earlier of:
  - (A) the date the Security Trustee becomes aware of such failure; or
  - (B) the date the Security Trustee receives written notice of such failure from the Manager.

## **11 Selling Restrictions**

### **11.1 General**

By its purchase and acceptance of Notes issued under the Dealer Agreement, the Dealer agrees that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes and it will not directly or indirectly offer, sell, resell, re-offer or deliver Notes or distribute any circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, in compliance with all applicable laws and regulations.

If any Note is offered or sold outside Australia or to a Non-Resident, it will comply with any additional selling restrictions specified in the pricing supplement relating to an issue or offering of Notes in a particular jurisdiction outside Australia or to a Non-Resident.

### **11.2 Australia**

The Dealer must not:

- (a) make any offer or invitation in Australia or received in Australia in relation to the issue, sale or purchase of any Notes unless the offeree is required to pay at least A\$500,000 for the Notes (disregarding amounts, if any, lent by the Trustee or other person offering the Notes or its associates (as defined in a Division 2 of Part 1.2 of the Corporations Act)), or it is otherwise an offer or invitation for which no disclosure is required to be made by virtue of section 708 of the Corporations Act; or
- (b) circulate or issue a disclosure document in Australia or received in Australia which requires lodging under Division 5 of Part 6D.2 of the Corporations Act.

In addition, the Dealer agrees that it will not offer or sell to any person if, at the time of such offer or sale, it knows or has reasonable grounds to suspect that the Notes, or an interest in the Notes, was being, or would be acquired either directly or indirectly by an Offshore Associate of the Trustee, other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes, or in the capacity of a clearing house, custodian, funds manager or responsible entity of an Australian registered scheme.

## **12 Taxation Considerations**

### **12.1 Taxation Considerations**

Set out below is a summary of the material Australian tax consequences under the *Income Tax Assessment Acts* of 1936 and 1997 of Australia (together, ***Australian Tax Act***) and any relevant regulations, rulings or judicial or administrative pronouncement, at the date of this Information Memorandum, for Noteholders in respect of the purchase, ownership and disposal of the Notes. The summary assumes Noteholders purchased the Notes upon issue, for the stated offering price and hold the Notes as capital assets.

The summary is not exhaustive and does not deal with the position of all classes of Noteholders. Each prospective investor should consult his or her own tax advisers concerning the tax consequences, in their particular circumstances, of the purchase, ownership and disposal of the Notes.

The statements made in this summary represent the opinion of the Trustee on the basis of Australian law in effect on the Preparation Date.

### **12.2 The Trust**

The Trust is an Australian resident trust and will be subject to Australian tax law.

### **12.3 The Noteholders**

The Noteholders will derive interest income from their Notes. Under the terms of the Notes the interest income will be payable quarterly. Australian resident Noteholders, and non-resident Noteholders who hold the Notes through a permanent establishment in Australia, will be assessable on the interest income for Australian tax purposes.

There may also be income or capital gains tax consequences in respect of any gains or profits made on the disposal of the Notes. However, a Noteholder who is not an Australian resident, and who does not carry on business through a permanent establishment in Australia, will ordinarily not be subject to Australian income or capital gains tax on any gains or profits made on the disposal of the Notes, provided that such gains or profits do not have an Australian source. A gain arising on the sale of the Notes by a non-Australian resident holder to another non-Australian resident holder, where the sale and all negotiations for and documentation of the sale are conducted and executed outside Australia, would not usually be regarded as having an Australian source.

### **12.4 Withholding Taxes**

#### **(a) Australian resident Noteholders**

Interest paid to a Noteholder may be subject to a withholding where the Noteholder does not provide the Trustee, by the time the Trustee makes the payment, with either:

- (i) a tax file number (***TFN***);
- (ii) an Australian Business Number; or
- (iii) proof of an exemption from the need to provide a ***TFN***.

Withholding tax in such cases is ordinarily at the rate of 46.5% of the payment.

**(b) Non-Australian resident Noteholders**

Where:

- (i) a Noteholder entitled to receive a payment of interest from the Trustee has an address outside Australia according to any record held by, or on behalf of, the Trustee in relation to the Notes; or
- (ii) the Trustee is authorised to pay the interest at a place outside Australia (whether to the Noteholder or anyone else),

the Trustee will ordinarily be obliged to deduct interest withholding tax at the rate of 10% from that payment. However, this will not be the case where interest paid on the Notes is exempt from interest withholding tax, including where the Notes are issued in a way which satisfies the requirements of section 128F of the Income Tax Assessment Act 1936.

The Trustee intends to issue Notes in a manner which will satisfy the requirements of section 128F of the Income Tax Assessment Act 1936.

Assuming the requirements of section 128F are satisfied with respect to the Notes, then the TFN requirements of Australia's tax legislation do not apply to payments to a holder of Notes in registered form who is not a resident of Australia and does not hold those Notes in the course of carrying on business at or through a permanent establishment in Australia.

Under the tax legislation, regulations may be made that require amounts to be withheld (on account of taxes) from certain payments made by Australian residents to foreign residents. However, the legislation expressly excludes payments of interest. Also, having regard to the types of payments that the Australian Government has so far announced will be the subject of such regulations, it is not expected that payments of principal in respect of the Notes would be covered by regulations of this kind.

**12.5 Thin Capitalisation**

The thin capitalisation rules have been amended to exempt most securitisation vehicles from their operation. It is expected that the Trust would meet the criteria for this securitisation vehicle exemption.

Even if the rules did apply, on the basis that the Residuary Income Unit Holder of the Trust is presently entitled to the income of the Trust, any resultant tax liability will be met by the Residuary Income Unit Holder and, therefore, should not adversely affect the ability of the Trustee to pay principal and interest on the Notes.

**12.6 Goods and Services Tax**

Goods and Services Tax (*GST*) is payable on all taxable supplies equal to 10% of the value of the supply.

The issue of the Notes to overseas investors by the Trustee should be considered a GST-free supply. As such, the Trustee will not pay GST on the supply of the Notes and will be able to obtain input tax credits for GST paid on supplies to the Trustee to the extent they relate to the issue of those Notes.

The issue of the Notes to Australian investors by the Trustee should be considered an input-taxed supply. As such, the Trustee will not pay GST on the supply of the Notes but will not be able to obtain input tax credits for GST paid on supplies to the Trustee to the extent they relate to the issue of those Notes, unless the Trustee is specifically entitled to a reduced input tax credit (*RITC*). A RITC is 75% of the credit that would be allowed if the acquisition was a fully creditable acquisition.

### 12.7 Tax Consolidation Rules

The 'head company' of a consolidatable group may elect for the group to consolidate and be taxed as a single entity so that transactions between members of the consolidated group are ignored for tax purposes. Making an election to consolidate is optional. However, the tax concessions for transactions between members of the same wholly owned group, including loss transfers and asset roll-overs, ceased to be available from 1 July 2003 (or, for consolidated groups with a 'head company' with a substituted accounting period, from the start of the company's tax year commencing after 1 July 2003 provided that the company elects to consolidate from the beginning of that tax year).

A consolidatable group consists of a 'head company' and all of its wholly owned subsidiaries including trusts (provided that all members are 100% wholly owned by the head company). A consequence of the 'head company' making an election to consolidate is that all eligible members of a consolidatable group (including wholly owned trusts) will be included in the consolidated group. That is, it is not possible to elect to leave certain wholly owned entities outside the consolidated group.

The Trust will not qualify as a wholly owned subsidiary of a head company as all of the membership interests in the Trust will not be owned, directly or indirectly, by a single holding company. Specifically, the Residuary Capital Unit will be held by an entity which is not related to any consolidatable group of which the Residuary Income Unit Holder may be a member. Accordingly, the Trust cannot be a member of a consolidatable group.

### 12.8 Other Taxes

Under current Australian law, there are no gift, estate or other inheritance taxes or duties. No ad valorem stamp duties or similar taxes should be payable by Noteholders on a transfer of any Notes.

### 12.9 Changes in Law –Taxation of Financial Arrangements

Division 230 of the *Income Tax Assessment Act 1997* contains tax-timing rules for certain taxpayers to bring to account gains and losses from “financial arrangements”.

The rules do not apply to certain taxpayers or in respect of certain short term “financial arrangements”. They should not, for example, generally apply to holders of the Notes which are individuals and certain other entities (eg certain superannuation entities and managed investment schemes) which do not meet various turnover or asset thresholds, unless they make an election that the rules apply to their “financial arrangements”. Potential holders of Notes should seek their own tax advice regarding their own personal circumstances as to whether such an election should be made.

The rules in Division 230 do not alter the rules relating to the imposition of interest withholding tax. In particular, the rules do not override the interest withholding tax exemption available under section 128F of the *Income Tax Assessment Act 1936*.

## 13 Transaction Documents

The following documents relating to the Trust, the Notes and the Seller Notes (the “**Transaction Documents**”) will be available for inspection by the persons intending to acquire Notes during the ordinary business hours at the offices of the Manager at 31-53 Kurrajong Road, St Marys, New South Wales 2760. However, any person wishing to inspect these documents must first undertake not to disclose the contents of the documents without the prior written consent of the Manager. Persons intending to acquire Notes are not entitled to a copy of any of the Transaction Documents.

- (a) Master Trust Deed dated 7 June 2001 between Perpetual Trustee Company Limited and CNH Capital (as amended from time to time).
- (b) Notice of Creation of Trust in relation to the Trust dated 15 September 2011.
- (c) Security Trust Deed dated 15 September 2011 between Perpetual Trustee Company Limited, P.T. Limited and CNH Capital.
- (d) Deed of Charge copy dated 15 September 2011 between Perpetual Trustee Company Limited, CNH Capital and P.T. Limited.
- (e) Series Notice dated on or about 22 September 2011 between Perpetual Trustee Company Limited, CNH Capital and P.T. Limited.
- (f) Custodian Agreement dated on or about 22 September 2011 between Perpetual Trustee Company Limited, CNH Capital and P.T. Limited.
- (g) Seller Power of Attorney dated on or about 22 September 2011 from CNH Capital.
- (h) Novation Agreement dated on or about 22 September 2011 between ANZ, Perpetual Trustee Company Limited and CNH Capital.
- (i) ISDA Master Agreement and Schedule to it each dated on or about 22 September 2011 between CNH Capital, Perpetual Trustee Company Limited and ANZ (the “**First Master Agreement**”).
- (j) ISDA Master Agreement and Schedule to it each dated on or about 22 September 2011 between ANZ, Perpetual Trustee Company Limited and CNH Capital (the “**Second Master Agreement**”).
- (k) Dealer Agreement dated on or about 22 September 2011 between ANZ, CNH Capital and Perpetual Trustee Company Limited.
- (l) Sale Notice from the Selling Trustee to the Trustee dated on or about 22 September 2011.
- (m) Sale Notice from CNH Capital to the Trustee dated on or about 22 September 2011.
- (n) Swap Deposit Agreement on or about 22 September 2011 between ANZ and CNH Capital.



14 Glossary Of Terms

<b>Accrued Interest Adjustment</b>	In relation to an Approved Seller and Purchased Receivables acquired by the Trustee from that Approved Seller, all interest and fees accrued on those Purchased Receivables up to (but excluding) the relevant Closing Date.
<b>Approved Bank</b>	A bank who has the Designated Rating.
<b>Approved Seller</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>Arranger</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>Asset</b>	In relation to the Trust means the assets forming the Trust from time to time, including any Receivable specified in a Sale Notice from time to time and any Receivable Rights with respect thereto which are acquired by the Trustee for the Trust or any Authorised Investments acquired by the Trustee.
<b>Auditor</b>	The auditor of the Trust appointed from time to time.
<b>Austraclear</b>	Austraclear Limited or Austraclear Services Limited (including, where applicable, the computer based system for holding the Notes and/or the Seller Notes and recording and settling transactions in those Notes and/or those Seller Notes between the members of that system maintained by Austraclear Services Limited).
<b>Authorised Investments</b>	<p>In respect of the Trust, any investments which at their date of acquisition are of the following types:</p> <ul style="list-style-type: none"><li>(a) Receivables, Receivable Securities, Related Securities and Receivable Rights;</li><li>(b) money standing to the credit of any Collection Account;</li><li>(c) cash on hand;</li><li>(d) bonds, debentures, stock, notes, treasury bills or other securities of any government of an Australian jurisdiction;</li><li>(e) debentures or stock of any public statutory body constituted under the law of any Australian jurisdiction where the repayment of the principal secured and the interest payable thereon is guaranteed by the Australian jurisdiction;</li><li>(f) deposits with, or the acquisition of certificates of deposit (whether negotiable, convertible or otherwise), issued by, an Approved Bank; and</li><li>(g) bills of exchange accepted or endorsed by an Approved Bank which at the time of acquisition have a remaining term to maturity of not more than 200 days,</li></ul>

and which satisfy the following conditions:

- (h) each proposed investment falling within categories paragraphs (b) and (d) to (g) (inclusive) must mature by the earlier of the following dates:
  - (i) the Payment Date following the date on which it was acquired; or
  - (ii) such other date as the Trustee and the Manager may determine to be necessary to enable the Trustee to have sufficient cash to meet any Expenses which may be payable prior to that Payment Date;
- (i) all Authorised Investments must be denominated in Australian currency and held in Australia;
- (j) all Authorised Investments must be held in the name of the Trustee or in the name of such person or persons as approved by the Trustee or the Manager from time to time; and
- (k) the proposed investment must not constitute a securitisation exposure under Australian Prudential Standard 120.

Each of the investments in paragraphs (d) and (e) of this definition must have a rating of AAA (long term) or A-1 + (short term) (as the case may be) from S&P to be an Authorised Investment for the Trust.

<b>Available Income</b>	See Section 7.3 (“ <i>Determining Available Income</i> ”).
<b>Available Stepdown Principal</b>	On a Payment Date means the maximum amount of the Total Available Principal in respect of that Payment Date that is able to be applied on that Payment Date under Section 7.7(c)(i) (“ <i>Principal Payments - Principal Payments</i> ”) such that the Stepdown Conditions will continue to be met after application of Total Available Principal in accordance with Section 7.7(c) (“ <i>Principal Payments - Principal Payments</i> ”).
<b>Back-up Servicer</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>Back-Up Swap Provider</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>Bank Bill Rate</b>	On any date means the rate calculated by taking the rates quoted on the Reuters Screen BBSW Page at approximately 10am Sydney time, on that date for each BBSW Reference Bank so quoting (but not fewer than 5) as being the mean buying and selling rate for a bill (which for the purpose of this definition means a bill of exchange of the type specified for the purpose of quoting on the Reuters Screen BBSW Page) having a tenor most closely approximately the number of days in the relevant Coupon Period eliminating the highest and lowest mean rates and taking the average of the remaining mean rates and then (if necessary) rounding the resultant figure upwards to 4 decimal places. If on that date fewer than five BBSW Reference Banks have quoted rates on the Reuters Screen BBSW Page, the rate for that date will be calculated as above by taking the rates otherwise quoted by 5 of the BBSW

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Reference Banks on application by the parties for such a bill of the same tenor. If in respect of that date the rate cannot be determined in accordance with the foregoing procedures then the rate for that date will mean such rate as is agreed between the Manager and the Lead Manager having regard to comparable indices then available.

<b>BBSW Reference Bank</b>	Any financial institution authorised to quote on the Reuters Screen BBSW Page.
<b>Business Day</b>	A weekday on which banks are open for business in Sydney and Melbourne.
<b>Cashflow Allocation Methodology</b>	See Section 7 (“ <i>Cashflow Allocation Methodology</i> ”).
<b>Cash Reserve</b>	At any time, the balance in the Cash Reserve Account at that time.
<b>Cash Reserve Account</b>	See Section 8.1 (“ <i>Cash Reserve Account</i> ”).
<b>Charge Off</b>	On any Determination Date, the amount equal to the aggregate of the principal outstanding of all Purchased Receivables which became Defaulted Receivables during the immediately preceding Collection Period.
<b>Charged Off</b>	In relation to a Receivable, a Receivable that has been the subject of a Charge Off.
<b>Chargee</b>	<ul style="list-style-type: none"><li>(a) the Security Trustee in relation to its rights (held in its own right or for the benefit of other Chargees) under the Trust Documents;</li><li>(b) any Class A1 Noteholder in relation to its rights under the Class A1 Notes held by it;</li><li>(c) any Class A2 Noteholder in relation to its rights under the Class A2 Notes held by it;</li><li>(d) any Class B Noteholder in relation to its rights under the Class B Notes held by it;</li><li>(e) any Seller Noteholder in relation to its rights under any Seller Notes held by it;</li><li>(f) each Approved Seller in relation to any relevant Accrued Interest Adjustment;</li><li>(g) the Chargor in relation to its rights as Trustee under the Trust Documents;</li><li>(h) the Manager in relation to its rights as Manager under the Trust Documents;</li><li>(i) the Servicer in relation to its rights as Servicer under the Trust</li></ul>

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	Documents;
	(j) the Custodian in relation to its rights as Custodian under the Trust Documents;
	(k) the Back-Up Servicer in relation to its rights as a Back-Up Servicer under the Trust Documents;
	(l) each of the Swap Provider and the Back-Up Swap Provider under a Hedge Agreement in relation to its rights under that Hedge Agreement and other Trust Documents;
	(m) any other Support Facility Provider in relation to its rights under each Support Facility to which it is a party; or
	(n) the Dealer in relation to its rights as Dealer under the Trust Documents.
<b>Charge</b>	Each Security Interest created by a Deed of Charge.
<b>Chargees</b>	See Section 10.1 (“ <i>General</i> ”).
<b>Class</b>	In relation to Notes means Notes having as amongst themselves the same rights or restrictions with regard to the payment of interest, the repayment of principal, voting or otherwise.
<b>Class A Note</b>	A Note issued as a Class A1 Note or Class A2 Note by the Trustee with the characteristics of a Class A1 Note or Class A2 Note under the Series Notice.
<b>Class A Note Allocated Principal</b>	On a Payment Date in respect of the Class A Notes means: <ul style="list-style-type: none"> <li>(a) the aggregate Invested Amount of all Class A Notes; divided by</li> <li>(b) the aggregate of the Invested Amount of all Class A Notes, all Class B Notes and all Seller Notes; multiplied by</li> <li>(c) the Available Stepdown Principal to be distributed on that Payment Date in accordance with Section 7.7(c)(i) (“<i>Principal Payments - Principal Payments</i>”).</li> </ul>
<b>Class A Note</b>	A Class A1 Note or a Class A2 Note.
<b>Class A Noteholder</b>	A Noteholder of a Class A1 Note or a Class A2 Note.

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<b>Class A Stated Amount</b>	<p>On any date in relation to a Class A Note, an amount equal to:</p> <ul style="list-style-type: none"><li>(a) the Invested Amount of that Class A Note on that date; less</li><li>(b) that Class A Note's Proportion of the amount (if any) by which:<ul style="list-style-type: none"><li>(i) the aggregate Charge Offs to that date to the extent not previously reinstated; exceeds</li><li>(ii) the aggregate Invested Amount of the Class B Notes and the Seller Notes on the date they were issued .</li></ul></li></ul> <p>If the amount is negative, it will be treated as zero.</p>
<b>Class A1 Note</b>	A Note issued as a Class A1 Note by the Trustee with the characteristics of a Class A1 Note under the Series Notice.
<b>Class A1 Noteholder</b>	A Noteholder of a Class A1 Note.
<b>Class A1 Principal Payment</b>	A payment to the Class A1 Noteholders under Payment Sections 7.7(c)(i)(A)(aa) or 7.7(c)(ii) (“ <i>Principal Payments - Principal Payments</i> ”).
<b>Class A2 Note</b>	A Note issued as a Class A2 Note by the Trustee with the characteristics of a Class A2 Note under the Series Notice.
<b>Class A2 Noteholder</b>	A Noteholder of a Class A2 Note.
<b>Class A2 Principal Payment</b>	A payment to the Class A2 Noteholders under Sections 7.7(c)(i)(A)(ab) or 7.7(c)(iii) (“ <i>Principal Payments - Principal Payments</i> ”).
<b>Class B Note</b>	A Note issued as a Class B Note by the Trustee with the characteristics of a Class B Note under the Series Notice.
<b>Class B Noteholder</b>	A Noteholder of a Class B Note.
<b>Class B Note Allocated Principal</b>	<p>On a Payment Date in respect of the Class B Notes means:</p> <ul style="list-style-type: none"><li>(a) the aggregate Invested Amount of all Class B Notes; divided by</li><li>(b) the aggregate of the Invested Amount of all Class A Notes, all Class B Notes and all Seller Notes; multiplied by</li><li>(c) the Available Stepdown Principal to be distributed on that Payment Date in accordance with Section 7.7(c)(i) (“<i>Principal Payments - Principal Payments</i>”).</li></ul>
<b>Class B Note</b>	A Note issued as a Class B Note by the Trustee with the characteristics of a Class B Note under the Series Notice.

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<b>Class B Noteholder</b>	A Noteholder of a Class B Note.
<b>Class B Principal Payment</b>	Payment A payment to the Class B Noteholders under Sections 7.7(c)(i)(B) or 7.7(c)(iv) (“ <i>Principal Payments - Principal Payments</i> ”).
<b>Class B Stated Amount</b>	<p>On any date in relation to a Class B Note, an amount equal to:</p> <ul style="list-style-type: none"><li>(a) the Invested Amount of that Class B Note on that date; less</li><li>(b) that Class B Note's Proportion of the amount (if any) by which:<ul style="list-style-type: none"><li>(i) the aggregate Charge Offs to that date to the extent not previously reinstated; exceeds</li><li>(ii) the aggregate Invested Amount of the Seller Notes on the date they were issued.</li></ul></li></ul> <p>If the amount is negative, it will be treated as zero.</p>
<b>Clean Up Call</b>	See Sections 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”) and 2.4 (“ <i>Clean Up Call Feature</i> ”).
<b>Closing Date</b>	In relation to any Purchased Receivable acquired by the Trust, means the date on which the offer in the Sale Notice in which that Purchased Receivable is described is accepted.
<b>CNH Capital</b>	CNH Capital Australia Pty Limited.
<b>CNH Global</b>	CNH Global N.V.
<b>Collections</b>	<p>For a Collection Period, all Income Collections and Principal Collections received during that Collection Period by the Trustee in respect of the Receivable Rights for each Purchased Receivable, less:</p> <ul style="list-style-type: none"><li>(a) the Government Charges collected by or on behalf of the Trustee for that Collection Period;</li><li>(b) all bank fees and charges due to the Approved Bank with which the Collection Account is held; and</li><li>(c) all bank fees and charges due to the Servicer or CNH Capital as agreed by them and consented to by the Trustee (that consent not to be unreasonably withheld) from time to time and collected by CNH Capital or the Servicer during that Collection Period (other than any interest, monthly loan administration fee or early discharge fee charged by the Servicer in relation to the Purchased Receivables).</li></ul>
<b>Collection Account</b>	An account opened and maintained by the Trustee with an Approved Bank in accordance with the Master Trust Deed and into which Collections can be paid.

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<b>Collection Period</b>	In relation to a Payment Date, the period from (and including) the first day of the Quarter immediately preceding the Quarter in which the Payment Date occurs to (but excluding) the first day of the calendar month in which the Payment Date occurs. The first Collection Period is the period from (and including) the Cut Off Date to (but excluding) 1 December 2011. The last Collection Period is the period from (but excluding) the last day of the previous Collection Period to (and including) the Termination Date of the Trust.
<b>Collections Transfer Amount</b>	On Closing Date or a Remittance Date, the amount equal to 10% of the aggregate principal outstanding of all Purchased Receivables as at the last day of the immediately preceding Collection Period.
<b>Coupon Entitlement</b>	In relation to a Note or a Seller Note and a Coupon Payment Date is the amount of interest accrued in respect of that Note or Seller Note and due for payment on that Coupon Payment Date, determined in accordance with the Series Notice.
<b>Coupon Payment Date</b>	For the purposes of the Master Trust Deed, each Payment Date.
<b>Coupon Payments</b>	See Sections 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”), 2.2(d) (“ <i>Coupon Payments - Payment of Interest</i> ”) and 2.5 (“ <i>Payments</i> ”).
<b>Coupon Period</b>	See Sections 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”) and 2.2(b) (“ <i>Coupon Payments - Coupon Periods</i> ”).
<b>Coupon Rate</b>	See Section 2.2(c) (“ <i>Coupon Payments - The</i> ”).
<b>CRD2 Rules</b>	Refer paragraph headed “ <i>European Union Capital Requirements Directive - Securitisation Rules</i> ” in the Important Notices section.
<b>Custodial Procedures</b>	See Section 9.6 (“ <i>The Custodian</i> ”).
<b>Custodian</b>	See Section 1.1(b) (“ <i>General Information - Parties to the Transaction</i> ”).
<b>Custodian Agreement</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Custodian’s Fee</b>	See Section 9.6(a) (“ <i>The Custodian - Custodian’s Fee</i> ”).
<b>Custody Transfer Event</b>	See Section 9.6 (“ <i>The Custodian - Removal and Retirement of the Custodian</i> ”).
<b>Cut Off Date</b>	In respect of Receivables and the related Receivable Rights to be acquired under a Sale Notice, has the meaning given in that Sale Notice.
<b>Dealer</b>	See Section 1.1(b) (“ <i>General Information - Parties to the Transaction</i> ”).
<b>Dealer Agreement</b>	See Section 13 (“ <i>Transaction Documents</i> ”).

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<b>Deed of Charge</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Default</b>	<p>Any wilful breach by the Trustee of any of its obligations under the Master Trust Deed or any other Transaction Document, other than a breach which:</p> <ul style="list-style-type: none"><li>(a) arises as a result of a breach of a Transaction Document by a person other than the Trustee or any officer, employee, agent or delegate of the Trustee;</li><li>(b) is in accordance with a lawful court order or direction or is required by law; or</li><li>(c) arises, as a result of the Trustee acting in accordance with any proper instruction or direction of Noteholders or Seller Noteholder of the Trust at a meeting convened in accordance with the Master Trust Deed.</li></ul>
<b>Defaulted Receivable</b>	<p>A Purchased Receivable which:</p> <ul style="list-style-type: none"><li>(a) the Servicer has written off in accordance with the Guidelines; or</li><li>(b) the Servicer should have written off in accordance with the Guidelines; or</li><li>(c) has any scheduled payment that is more than 180 days overdue,</li></ul> <p>and that Purchased Receivable will be considered a Defaulted Receivable on the earliest occurrence of any of the events or matter in paragraphs (a), (b) and (c).</p>
<b>Defaulting Party</b>	In relation to Swap, has the meaning given in that Swap.
<b>Designated Rating</b>	<p>In relation to an entity, an entity whose:</p> <ul style="list-style-type: none"><li>(a) long term credit rating from S&amp;P is at least A provided the entity also has a short term credit rating from S&amp;P not less than A-1; or</li><li>(b) long term rating is at least A+.</li></ul>
<b>Determination Date</b>	In relation to a Collection Period, the date which is three Business Days immediately prior to the Payment Date following the end of that Collection Period.
<b>Eligibility Criteria</b>	See Section 4.1 (“ <i>Features of the Purchased Receivables</i> ”).
<b>Eligible Receivable</b>	A Receivable which meets the Eligibility Criteria for that Receivable.
<b>Eligible Servicer</b>	Any suitably qualified person in respect of whose appointment the Manager has delivered a Rating Notification.



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<b>Enhancement</b>	Any policy of insurance, security, support, rights or benefits in support of or substitution for a Receivable or Receivable Security or other Authorised Investment or the income or benefit arising thereon.
<b>Equipment Financing Agreement</b>	<p>An agreement between CNH Capital and an Obligor which conforms with one of the pro forma agreements listed below:</p> <ul style="list-style-type: none"><li>(a) the standard New Holland Hire-Purchase Agreement and the standard Case Credit Hire-Purchase Agreement; or</li><li>(b) the standard New Holland Credit Loan and Mortgage Agreement and the standard Case Credit Loan and Mortgage Agreement.</li></ul>
<b>Excess Available Income</b>	See Section 7.6(a) (“ <i>Excess Available Income - Determining Excess Available Income</i> ”).
<b>Excess Distribution</b>	For any Collection Period, the amount (if any) by which the Excess Available Income for that Collection Period exceeds the amounts applied under Sections 7.6(b)(i) to 7.6(b)(iv) (“ <i>Excess Available Income - Distribution of Excess Available Income</i> ”) (inclusive) on the Payment Date following that Collection Period.
<b>Expenses</b>	In relation to the Trust means all costs, charges and expenses incurred by the Trustee or the Manager in the administration and operation of the Trust.
<b>Extraordinary Resolution</b>	<p>In relation to the Noteholders or the Seller Noteholder of the Trust or any Class, subject to the provisions of the Security Trust Deed in respect of the Trust:</p> <ul style="list-style-type: none"><li>(a) a resolution passed at a meeting of the Noteholders or the Seller Noteholder of the Trust or Class (as the case may be) duly convened and held in accordance with the Master Trust Deed by a majority consisting of not less than 75% of the votes able to be cast; or</li><li>(b) a resolution in writing signed by all the Noteholders or the Seller Noteholder of the Trust or Class in accordance with the Master Trust Deed.</li></ul>
<b>Fair Market Value</b>	<p>In relation to a Purchased Receivable and the related Receivable Rights, the fair market value of that Purchased Receivable and those Receivable Rights agreed between the Trustee (acting on appropriate expert advice) and the Approved Sellers, or in the absence of such agreement as determined by the Auditor.</p> <p>The fair market value must reflect the status of that Purchased Receivable as a performing or non-performing Receivable (as determined by the Servicer) and any benefit in respect of that Purchased Receivable which the intended purchaser will have under any relevant Support Facility.</p>

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<b>Final Maturity Date</b>	See Sections 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”) and 2.13 (“ <i>Key Dates &amp; Periods</i> ”).
<b>Financed Property</b>	In relation to a Receivable, it means the property that is financed by that Receivable. In relation to a Receivable that is a goods mortgage, it means the property the subject of the mortgage. In relation to a Receivable that is a finance lease, it means the property that is leased to the Obligor. In relation to a Receivable that is a commercial hire purchase agreement, it means the property that is subject to the hire purchase arrangement with the Obligor.
<b>First Master Agreement</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Government Charges</b>	For any Collection Period, the aggregate of all amounts collected by the Servicer or CNH Capital in that Collection Period in respect of the Purchased Receivables and the related Receivable Rights representing hiring duty, or similar Taxes.
<b>GST</b>	Any goods and services tax, broad based consumption tax or value added tax imposed by any government agency and includes any goods and services tax payable under the A New Tax System (Goods and Services Tax) Act 1999.
<b>Guidelines</b>	For the purposes of the Master Trust Deed and the Series Notice includes the Servicer’s Operational Manual (as described in the Series Notice) and such other guidelines for the servicing of the Purchased Receivables and the Purchased Receivable Securities, as agreed between the Servicer and the Manager.
<b>Hedge Agreement</b>	Has the meaning given in the Master Trust Deed and includes: <ul style="list-style-type: none"><li>(a) the First Master Agreement;</li><li>(b) the Second Master Agreement; and</li><li>(c) the schedule and credit support annex to and each confirmation under each of the First Master Agreement and the Second Master Agreement.</li></ul>
<b>Income Collections</b>	See Section 7.3(b) (“ <i>Determining Available Income</i> ”).
<b>Income Shortfall</b>	See Sections 1.2(e) (“ <i>Structural Features - Liquidity Enhancements</i> ”) and 7.4 (“ <i>Withdrawal from Cash Reserve Account and Principal Draws</i> ”).
<b>Initial Invested Amount</b>	See Section 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”).

- Insolvency Event** In relation to the Trustee (in its personal capacity and as trustee of the Trust), the Manager, the Custodian, the Approved Sellers, the Security Trustee or the Servicer, (each a “relevant corporation”) means the happening of any of the following events:
- (a) except for the purpose of a solvent reconstruction or amalgamation:
    - (i) an application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a court or other steps (other than frivolous or vexatious applications, proceedings, notices and steps) are taken for:
      - (A) the winding up, dissolution or administration of the relevant corporation; or
      - (B) the relevant corporation entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;and is not dismissed, ceased or withdrawn within 10 Business Days; or
    - (ii) the relevant corporation ceases, suspends or threatens to cease or suspend the conduct of all or substantially all of its business or disposes of or threatens to dispose of substantially all of its assets; or
  - (b) the relevant corporation is, or under applicable legislation is taken to be, unable to pay its debts (other than as the result of a failure to pay a debt or claim the subject of a good faith dispute) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts (except, in the case of the Trustee where this occurs in relation to another trust of which it is the trustee);
  - (c) a receiver, receiver and manager or administrator is appointed (by the relevant corporation or by any other person) to all or substantially all of the assets and undertaking of the relevant corporation or any part thereof (except, in the case of the Trustee where this occurs in relation to another trust of which it is the trustee); or
  - (d) anything analogous to an event referred to in paragraphs (a) to (c) (inclusive) or having substantially similar effects occurs with respect to the relevant corporation.
- Interest** See Section 2.2 (“*Coupon Payments*”).

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<b>Invested Amount</b>	Of a Note or a Seller Note on any date, the Initial Invested Amount of that Note or that Seller Note minus the aggregate of Principal Payments made in respect of that Note or that Seller Note on or before that date.
<b>Issue Amount</b>	Of a Class of Notes or of the Seller Notes, means the aggregate principal amount issued by the Trustee as that Class of Notes or as the Seller Notes.
<b>Lead Manager</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>Manager</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>Manager’s Default</b>	See Section 9.3(c) (“ <i>The Manager - Removal and Retirement of the Manager</i> ”).
<b>Manager’s Fee</b>	See Section 9.3(b) (“ <i>The Manager - Fees and Expenses</i> ”).
<b>Margin</b>	See Sections 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”) and 2.2(c) (“ <i>Coupon Payments - The</i> ”).
<b>Master Trust Deed</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Material Adverse Effect</b>	An event which will materially and adversely affect the amount of any payment to be made to any Noteholder or the Seller Noteholder, or will materially and adversely affect the timing of such payment.
<b>Modified Following Business Day Convention</b>	The meaning given to it in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. being the date which is the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.
<b>Net Swap Settlement</b>	For a Collection Period, the amount payable or received (as the context requires) by or on behalf of a party to an Interest Swap in respect of that Collection Period with respect to net receipts under that Swap.
<b>Non- Resident</b>	See “ <b>Important Notice</b> ”.
<b>Note</b>	See Sections 1.1(a) and 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”).
<b>Noteholder</b>	At any time the person then appearing in the Register as the holder of a Note.
<b>Note Issue Date</b>	See Sections 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”) and 2.13 (“ <i>Key Dates &amp; Periods</i> ”).
<b>Notice of Creation of Trust</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Novation Agreement</b>	See Section 13 (“ <i>Transaction Documents</i> ”).

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<b>Obligor</b>	In relation to a Receivable, the person obliged to make payments under it, whether as a principal or secondary obligation and includes where the context requires, any other person obligated to make payments with respect to that Receivable (including any guarantor or other provider of Receivable Security).
<b>Offer Material</b>	means any offering circular, memorandum, prospectus (as defined in the Corporations Act), advertisement, publication, document, material or statement (oral or written) relating to the marketing, issue or sale of the Notes but does not include this Information Memorandum.
<b>Payment Date</b>	See Sections 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”) and 2.13 (“ <i>Key Dates &amp; Periods</i> ”).
<b>Payment Shortfall</b>	See Sections 1.2(e) (“ <i>Structural Features - Liquidity Enhancements</i> ”) and 7.4 (“ <i>Withdrawal from Cash Reserve Account and Principal Draws</i> ”).
<b>Pool</b>	All Purchased Receivables, originated by CNH Capital and equitable title to which are held by the Trustee as trustee of the Trust from time to time, the details of which are set out in Section 4.2 (“ <i>Details of the Pool</i> ”).
<b>Preparation Date</b>	See “ <b>Important Notice</b> ”.
<b>Pricing Date</b>	See Sections 1.1(c) (“ <i>General Information - Note Issue Summary</i> ”) and 2.13 (“ <i>Key Dates &amp; Periods</i> ”).
<b>Principal Collections</b>	See Section 7.7(a) (“ <i>Principal Payments - Determining Principal Collections</i> ”).
<b>Principal Draw</b>	See Sections 1.2(e) (“ <i>Structural Features - Liquidity Enhancements</i> ”) and 7.4 (“ <i>Withdrawal from Cash Reserve Account and Principal Draws</i> ”).
<b>Principal Payment</b>	See Section 2.3(a) (“ <i>Repayment Of Principal - Repayment each Payment Date</i> ”), being a Class A1 Principal Payment, a Class A2 Principal payment, a Class B Principal Payment or a Seller Principal Payment.
<b>Proportion</b>	In relation to:  (a) a Class A Note on any day means the proportion which the Invested Amount of that Class A Note on that day bears to the aggregate Invested Amounts of all Class A Notes on that day; and  (b) in relation to a Note of any other Class on any day means the proportion which the Invested Amount of that Note on that day bears to the aggregate Invested Amounts of all Notes of that class on that day.

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<b>Purchased Receivable</b>	Any Receivable and the related Receivable Rights acquired by the Trust following acceptance of a Sale Notice but does not include a Receivable and the related Receivable Rights after the Trustee has disposed of its interest in that Receivable.
<b>Purchased Receivable Security</b>	Each Receivable Security relating to a Purchased Security Receivable.
<b>Quarter</b>	Each 3 month period in a year which period begins on 1 March, 1 June, 1 September or 1 December.
<b>Rating Agency</b>	S&P.
<b>Rating Downgrade Event</b>	An event that causes the credit rating of the Notes to be downgraded or withdrawn.
<b>Rating Notification</b>	<p>In relation to an event or circumstance means that the Manager has confirmed in writing to the Trustee that:</p> <ul style="list-style-type: none"><li>(a) it has notified the Designated Rating Agency of the event or circumstance; and</li><li>(b) the Manager is satisfied in good faith that the event or circumstance is unlikely to result in a Rating Downgrade Event.</li></ul>
<b>Receivable</b>	In relation to the Trust, the rights of an Approved Seller or the Trustee (as the case may require) under or in respect of any goods mortgage, finance lease or commercial hire purchase agreement provided by CNH Capital to any person.
<b>Receivable Agreement</b>	In relation to a Receivable, any agreement entered into between an Obligor and CNH Capital under which that Obligor incurs obligations to CNH Capital with respect to that Receivable and in the form referred to in Section 4.1(y) (“ <i>Features of the Purchased Receivables</i> ”).
<b>Receivable Rights</b>	Has the meaning given in the Master Trust Deed, and includes all of an Approved Seller’s or the Trustee’s (as the case may be) right, title, benefit and interest (both present and future), in, to, under or derived from the Financed Property.
<b>Receivable Security</b>	In relation to any Receivable, any guarantee, indemnity or security interest granted or security interest granted in respect of or in connection with that Receivable.
<b>Recovery</b>	Any amount received by or on behalf of the Trustee under or in respect of a Purchased Receivable and the related Receivable Rights at any time after that Purchased Receivable has become a Defaulted Receivable.
<b>Register</b>	See Section 2.6 (“ <i>The Register</i> ”).
<b>Registrar</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).

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<b>Registration Certificate</b>	See Section 2.7 (“ <i>Issue of Registration Certificate</i> ”).
<b>Relevant Documents</b>	See Section 9.6 (“ <i>The Custodian</i> ”).
<b>Remittance Date</b>	In relation to a Collection Period, the date which is two Business Days immediately prior to the Payment Date following the end of that Collection Period.
<b>Required Payments</b>	For any Collection Period, all amounts to be paid by the Trustee under Sections 7.5(b)(i) to 7.5(b)(xii) (“ <i>Distribution of Total Available Income</i> ”) (inclusive) on the Payment Date following that Collection Period.
<b>Residual Capital Unit Holder</b>	<p>The holder of a unit representing an interest as beneficiary of the Trust. The issue price of the Residual Capital Unit is the amount of \$10, paid on the establishment of the Trust.</p> <p>The only right of the holder of the Residual Capital Unit to distributions from the Trust is a right to receive a share of the capital of the Trust on the termination of the Trust, up to an amount of \$10. The Residual Capital Unit may not be redeemed at any other time or in any other way.</p>
<b>Residual Income Unit Holder</b>	<p>The holder of a unit representing an interest as beneficiary of the Trust and which entitles that holder to receive:</p> <ul style="list-style-type: none"><li>(a) distributions in respect of the Trust under the Master Trust Deed and the Series Notice to the extent that the Excess Distributions are available for distribution under the Master Trust Deed and the Series Notice; and</li><li>(b) on termination of the Trust the entire beneficial interest of the Trust subject to the rights of the Residual Capital Unit Holder.</li></ul> <p>Other than the right to receive distributions as set out in paragraphs (a) and (b), the Residual Income Unit Holder has no right to receive distributions in respect of the Trust.</p>
<b>S&amp;P</b>	Standard & Poor’s (Australia Pty Limited (ABN 67 007 324 852), trading as “Standard & Poor’s” and its successors and assigns.
<b>S&amp;P Criteria</b>	<p>Includes:</p> <ul style="list-style-type: none"><li>(a) the criteria published by S&amp;P on 6 December 2010 entitled “Counterparty And Supporting Obligations Methodology And Assumptions”;</li><li>(b) the criteria published by S&amp;P on 13 January 2011 entitled “Counterparty and Supporting Obligations Update”; and</li><li>(c) such other criteria as may be published by S&amp;P from time to time as an update to, supplement to or replacement of the then current S&amp;P Criteria provided that ANZ has notified the</li></ul>

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Manager in writing (with a copy to S&P) that it agrees to the application of such other criteria for the purposes of the First Master Agreement.

<b>Sale Notice</b>	A Sale Notice containing an offer from an Approved Seller relating to the proposed sale or transfer of Receivables and the related Receivable Rights to the Trustee.
<b>Second Master Agreement</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Secured Moneys</b>	All money which the Trustee (whether alone or with another person) is or at any time may become actually or contingently liable to pay to or for the account of any Chargee for any reason whatever under or in connection with a Transaction Document.
<b>Security Interest</b>	Includes any mortgage, pledge, lien, charge, encumbrance, hypothecation, title retention, preferential right or trust arrangement.
<b>Security Trustee</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>Security Trust Deed</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Security Trustee’s Fee</b>	See Section 10.4(a) (“ <i>The Security Trustee</i> ”).
<b>Seller Note</b>	A Note issued as a Seller Note by the Trustee with the characteristics of a Seller Note under the Series Notice.
<b>Seller Noteholder</b>	At any time the person then appearing in the Register as the holder of a Seller Note.
<b>Seller Note Allocated Principal</b>	In respect of the Seller Notes means: <ul style="list-style-type: none"><li>(a) the aggregate Invested Amount of all Seller Notes; divided by</li><li>(b) the aggregate of the Invested Amount of all Class A Notes, all Class B Notes and all Seller Notes; multiplied by</li><li>(c) the Available Stepdown Principal to be distributed on that Payment Date in accordance with Section 7.7(c)(i) (“<i>Principal Payments - Principal Payments</i>”).</li></ul>
<b>Seller Power of Attorney</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Seller Principal Payment</b>	A payment to the Seller Noteholder under Sections 7.7(c)(i)(C) or 7.7(c)(v) (“ <i>Principal Payments - Principal Payments</i> ”).



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<b>Seller Stated Amount</b>	<p>On any date in relation to a Seller Note, an amount equal to:</p> <ul style="list-style-type: none"> <li>(a) the Invested Amount of that Seller Note on that date; less</li> <li>(b) that Seller Note’s Proportion of the aggregate Charge Offs to that date to the extent not previously reinstated.</li> </ul> <p>If the amount is negative, it will be treated as zero.</p>
<b>Selling Trust</b>	See Section 1.1(a) (“ <i>General Information - Overview</i> ”).
<b>Selling Trustee</b>	See Section 1.1(a) (“ <i>General Information - Overview</i> ”).
<b>Series Notice</b>	Sections 1.2(b) (“ <i>Structural Features - CNH Capital Australia Receivables Trust Series 2011-1</i> ”) and 13 (“ <i>Transaction Documents</i> ”).
<b>Servicer</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>Servicer’s Fee</b>	See Section 9.4(b) (“ <i>The Servicer - Servicer’s Fee</i> ”).
<b>Servicer Transfer Event</b>	See Section 9.4(c) (“ <i>The Servicer - Removal and Retirement of the Servicer</i> ”).
<b>Stated Amount</b>	A Class A Stated Amount, a Class B Stated Amount or a Seller Stated Amount.
<b>Stepdown Conditions</b>	<p>The Stepdown Conditions are satisfied on any Payment Date falling on a day on or after 12 months after the Closing Date if:</p> <ul style="list-style-type: none"> <li>(a) the aggregate Stated Amount of all Class B Notes and all Seller Notes at that time is greater than or equal to 28.8% of the aggregate Stated Amount of all Notes and Seller Notes at that time;</li> <li>(b) the aggregate Stated Amount of all Seller Notes at that time is greater than or equal to the greater of: <ul style="list-style-type: none"> <li>(i) 22% of the aggregate Stated Amount of all Notes and Seller Notes at that time; and</li> <li>(ii) \$20,000,000;</li> </ul> </li> <li>(c) the aggregate principal outstanding of all Defaulted Receivables net of all Recoveries since the Closing Date is less than: <ul style="list-style-type: none"> <li>(i) on each Payment Date prior to the second anniversary of the Closing Date, 0.85%;</li> <li>(ii) on each Payment Date on or after the second anniversary of the Closing Date but before the third anniversary of the Closing Date, 1.25%;</li> <li>(iii) on each Payment Date on or after the third anniversary of the Closing Date, 1.75%;</li> </ul> </li> </ul>

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of the aggregate principal outstanding of all Purchased Receivables calculated on the Cut-Off Date;

- (d) as at the immediately preceding Determination Date, the average of the aggregate principal outstanding of Purchased Receivables over the previous 2 Collection Periods that have a scheduled payment that is more than 60 days overdue is less than or equal to 2.5% of the average of the aggregate principal outstanding of all Purchased Receivables on each such Determination Date;
- (e) no Principal Draws are outstanding on that Payment Date;
- (f) the aggregate Invested Amount of all Notes and Seller Notes on the Payment Date is greater than 10% of the Invested Amount of all Notes and Seller Notes calculated on the Note Issue Date; and
- (g) there are no Charge-Offs against the Seller Notes which remain unreimbursed at that time.

<b>Support Facility</b>	In relation to the Trust, has the meaning in the Master Trust Deed and, without limiting that definition, includes: <ul style="list-style-type: none"><li>(a) the Swap; and</li><li>(b) any other facility which the Trustee and the Manager agree is a Support Facility under the Series Notice.</li></ul>
<b>Support Facility Provider</b>	Any person who has entered into or agreed to make available a Support Facility to the Trustee in relation to the Trust and includes any person that is a back-up swap provider under a Hedge Agreement.
<b>Swap</b>	See Section 8.3 (“ <i>The Swap Agreements</i> ”).
<b>Swap Deposit Agreement</b>	See Section 13 (“ <i>Transaction Documents</i> ”).
<b>Swap Provider</b>	See Section 1.1(b) (“ <i>Parties to the Transaction</i> ”).
<b>S&amp;P</b>	Standard & Poor's (Australia) Pty Limited, trading as "Standards & Poor's".
<b>Termination Date</b>	See Section 9.7(a) (“ <i>Termination of the Trust - Termination Events</i> ”).
<b>Title Perfection Event</b>	See Section 9.9 (“ <i>Perfection Of Title</i> ”).
<b>Total Available Income</b>	See Section 7.5(a) (“ <i>Distribution of Total Available Income - Determining Total Available Income</i> ”).
<b>Total Available Principal</b>	See Section 7.7(b) (“ <i>Principal Payments - Determining Total Available Principal</i> ”).

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<b>Transaction</b>	The agricultural and construction equipment, commercial hire purchase agreement and goods mortgage backed securitisation programme as established under the Transaction Documents.
<b>Transaction Documents</b>	See Section 13 (" <i>Transaction Documents</i> ") and includes each Note, each Seller Note and Sale Notice.
<b>Transfer Form</b>	See Section 2.8 (" <i>Transfers</i> ").
<b>Trust</b>	See Sections 1.1(a) (" <i>General Information - Overview</i> ") and 1.2(b) (" <i>Structural Features - CNH Capital Australia Receivables Trust Series 2011-1</i> ").
<b>Trust Document</b>	<p>Each of:</p> <ul style="list-style-type: none"><li>(a) the Security Trust Deed;</li><li>(b) the Master Trust Deed;</li><li>(c) the Series Notice;</li><li>(d) the Notice of Creation of Trust;</li><li>(e) the Custodian Agreement;</li><li>(f) each Note and Seller Note;</li><li>(g) each Sale Notice;</li><li>(h) each Support Facility for the Trust;</li><li>(i) the Seller Power of Attorney;</li><li>(j) the Dealer Agreement;</li><li>(k) the Deed of Charge;</li><li>(l) the Novation Agreement; and</li><li>(m) any other document which is expressed</li></ul> <p>to be, or which is agreed by the Manager and the Trustee to be, a "Trust Document" for the Trust.</p>
<b>Trustee</b>	See Section 1.1(b) (" <i>Parties to the Transaction</i> ").
<b>Trustee's Fee</b>	See Section 9.2(c) (" <i>The Trustee - Fees and Expenses</i> ").
<b>Trustee's Retirement Event</b>	See Section 9.2(d) (" <i>The Trustee - Retirement and Removal of the Trustee</i> ").

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- Unit Holder** In relation to the Trust means:
- (a) the Residual Capital Unit Holder; or
  - (b) the Residual Income Unit Holder.
- Unpaid Balance** In relation to any Purchased Receivable at any time, the sum of:
- (a) the unpaid principal amount of that Purchased Receivable; and
  - (b) the unpaid amount of all finance charges, interest payments and other amounts accrued on or payable under or in connection with that Purchased Receivable or the related Receivable Rights at that time.
- Voting Chargees**
- (a) Until all Secured Money is fully and finally paid or repaid to the Class A Noteholders and the Class B Noteholders, those Noteholders, together with all other Chargees who rank equally or senior to those Noteholders under Section 10.3; or
  - (b) at any other time, each Chargee.

**DIRECTORY**

**TRUSTEE**

Perpetual Trustee Company Limited  
Level 12, Angel Place  
123 Pitt Street  
SYDNEY NSW 2000

**SECURITY TRUSTEE**

P.T. Limited  
Level 12, Angel Place  
123 Pitt Street  
SYDNEY NSW 2000

**MANAGER, SERVICER, CUSTODIAN & APPROVED SELLER**

CNH Capital Australia Pty Limited  
31-53 Kurrajong Road  
ST MARYS NSW 2760

**ARRANGER AND LEAD MANAGER**

Australia and New Zealand Banking Group Limited  
Level 1  
20 Martin Place  
SYDNEY NSW 2000

**DEALER**

Australia and New Zealand Banking Group Limited  
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**SOLICITORS TO CNH CAPITAL AUSTRALIA PTY LIMITED**

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Level 61  
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1 Farrer Place  
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