



Level 45, 120 Collins Street  
Melbourne Vic 3000  
Australia  
61 3 9631 2000 Tel  
61 3 9650 6027 Fax

Standard & Poor's (Australia) Pty. Ltd.  
A.C.N.: 007 324 852

15 December 2009

To: Deutsche Bank AG  
Acting as trustee for Nexus Bonds Ltd. - Nexus3 Notes  
c/o Deutsche Bank AG

GPO Box 1033  
Sydney, NSW 2001  
Australia

Dear Sir,

**Nexus Bonds Ltd. - Nexus3 Notes - Rating Letter**

Standard & Poor's hereby notifies you that, subject to the attached terms and conditions, we have placed on CreditWatch with positive implications the rating on Nexus3 Notes credit-linked notes issued by Nexus Bonds Ltd. following the review on credit quality of the securitized assets using SROC and results from Supplemental Tests. The rating changes are set out in the following table:

Securities	Revised Current Rating	Previous Rating
Nexus Bonds Ltd. - Nexus3 Notes	B+/Watch Pos	B+

The rating on the Nexus3 Notes notes reflects our opinion of the issuer's capacity to make timely interest and principal payments to the noteholders in accordance with the terms and conditions of the documentation governing the securities.

Standard & Poor's relies on the issuer and its accountants, counsel, and other advisers for the accuracy and completeness of the information relied on in connection with the rating and the surveillance process. Standard & Poor's has undertaken no duty of due diligence or independent verification of any information provided. A rating is not a verifiable statement of fact and it does not constitute an audit of the issuer or the transaction.

It should be noted that the above rating is not a "market" rating, that is, it does not constitute a recommendation to buy, hold or sell the securities. Nor does the rating attest to the suitability of an investment in the securities by any individual investor nor is the likelihood or timing of redemption prior to final maturity addressed.

Sincerely,

**Standard & Poor's**  
**Structured Finance Ratings**

Analytical Contact: Rajiv Vishwanathan  
(852) 2533 3538

Analytical Manager: Peter Eastham  
(613) 9631 2056

Encl: Terms and conditions



**Standard & Poor's Ratings Services  
Terms and Conditions  
Applicable to  
Structured Finance Ratings in Australia and New Zealand**

Scope of Credit Rating. You understand and agree that (i) an issue rating reflects Standard & Poor's current opinion of the likelihood that payments of principal and interest will be made on a timely basis in accordance with the terms of the obligations, (ii) a rating is an opinion and is not a verifiable statement of fact, (iii) ratings are based on information supplied to Standard & Poor's by an issuer or its agents and upon other information obtained by Standard & Poor's from other sources it considers reliable, (iv) Standard & Poor's does not perform an audit in connection with any rating and a rating does not represent an audit by Standard & Poor's, (v) Standard & Poor's relies on the issuer, its accountants, counsel, and other experts for the accuracy and completeness of the information submitted in connection with the rating and surveillance process, (vi) Standard & Poor's undertakes no duty of due diligence or independent verification of any information, (vii) Standard & Poor's does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information, (viii) Standard & Poor's may raise, lower, suspend, place on CreditWatch, or withdraw a rating at any time, in Standard & Poor's sole discretion, and (ix) a rating is not a "market" rating nor a recommendation to buy, hold, or sell any financial obligation.

Publication. Standard & Poor's reserves the right to publish, disseminate, or license others to publish or disseminate the rating and the rationale for the rating either before closing (pre-sale report) and/or after the transaction has closed (post-sale report) unless you specifically request that the rating be assigned and maintained on a confidential basis. If a confidential rating subsequently becomes public through disclosure by you or a third party other than Standard & Poor's, Standard & Poor's reserves the right to publish it. As a matter of policy, Standard & Poor's publishes ratings for all public issues including issues in the U.S. market and 144A issues with registration rights. Standard & Poor's may publish explanations of Standard & Poor's ratings criteria from time to time and nothing in this Agreement shall be construed as limiting Standard & Poor's ability to modify or refine Standard & Poor's criteria at any time as Standard & Poor's deems appropriate.

Information to be Provided by You. You shall meet with Standard & Poor's for an analytic review at any reasonable time Standard & Poor's requests. You also agree to provide Standard & Poor's promptly with all information relevant to the rating and surveillance of the rating including information on material changes to information previously supplied to Standard & Poor's. The rating may be affected by Standard & Poor's opinion of the accuracy, completeness, timeliness, and reliability of information received from you or your agents. Standard & Poor's undertakes no duty of due diligence or independent verification of information provided by you or your agents. Standard & Poor's reserves the right to withdraw the rating if you or your agents fail to provide Standard & Poor's with accurate, complete, timely, or reliable information.

Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean information received by Standard & Poor's from you which has been marked "proprietary and confidential" or in respect of which Standard & Poor's has received from you specific written notice of its proprietary and confidential nature. Notwithstanding the foregoing, information disclosed by you shall not be deemed to be Confidential Information, and Standard & Poor's shall have no obligation to treat such information as Confidential Information, if such information (i) was substantially known by Standard & Poor's at the time of such disclosure, (ii) was known to the public at the time of such disclosure, (iii) becomes known to the public (other than by Standard & Poor's act) subsequent to such disclosure, (iv) is disclosed lawfully to Standard & Poor's by a third party subsequent to such disclosure by you, (v) is developed independently by Standard & Poor's without reference to the Confidential Information, (vi) is approved in writing by you for public disclosure, or (vii) is required by law to be disclosed by you or Standard & Poor's, provided that notice of such required disclosure is given to you. Commencing on the date hereof, Standard & Poor's will use Confidential Information only in connection with the assignment and monitoring of ratings and will not directly disclose any Confidential Information to any third party. Standard & Poor's may also use Confidential Information for research and modeling purposes provided that the Confidential Information is not presented in a way that can be directly tied to you. You agree that the Confidential Information may be used to raise, lower, suspend, withdraw, place on CreditWatch, and change the Outlook assigned to any rating if the Confidential Information is not directly disclosed.

# STANDARD & POOR'S

Standard & Poor's Not an Advisor, Fiduciary, or Expert. You understand and agree that Standard & Poor's is not acting as an investment, financial, or other advisor to you and that you should not and cannot rely upon the rating or any other information provided by Standard & Poor's as investment or financial advice. Nothing in this Agreement is intended to or should be construed as creating a fiduciary relationship between Standard & Poor's and you or between Standard & Poor's and recipients of the rating. You understand and agree that Standard & Poor's has not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the U.S. Securities Act of 1933.

Limitation on Damages. You agree that Standard & Poor's, its officers, directors, shareholders, and employees shall not be liable to you or any other person for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the rating, the Services or any related analytic services provided for in an aggregate amount in excess of the aggregate fees paid to Standard & Poor's for the rating, except for Standard & Poor's gross negligence or willful misconduct. In no event shall Standard & Poor's, its officers, directors, shareholders, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, legal fees, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, Standard & Poor's will not be liable in respect of any decisions made by you or any other person as a result of the issuance of the rating, the provision of the Services or any related analytic services provided by Standard & Poor's hereunder or based on anything that appears to be advice or recommendations. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. You acknowledge and agrees that Standard & Poor's does not waive any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Term. This Agreement shall terminate when the ratings are withdrawn. Notwithstanding the foregoing, the paragraphs above, "Confidential Information", "Standard & Poor's Not an Advisor, Fiduciary, or Expert" and "Limitation on Damages", shall survive the termination of this Agreement or any withdrawal of a rating.

Third Parties. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary to this Agreement or to the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Complete Agreement. This Agreement constitutes the complete agreement between the parties with respect to its subject matter. This Agreement may not be modified except in a writing signed by authorized representatives of both parties.

Governing Law. The laws of the State of New South Wales and the Commonwealth of Australia shall govern this Agreement and any Rating Letter. The parties agree that the state and federal courts of the Commonwealth of Australia shall be the exclusive forums for any dispute arising out of this Agreement and the parties hereby consent to the personal jurisdiction of such courts.