

To whom it may concern,

Our case relates of the Great Southern MIS scheme - 2008 wine grape project, Bendigo Adelaide Bank loans.

After the collapse of Great Southern MIS scheme there is good reason to doubt that the loans acquired by Bendigo Adelaide bank (from Great Southern Finance) **were not legal!**

We sought legal advice and were part of a class action while this matter was being investigated in court. We stopped paying our loans while the matter was being investigated. The court case did not go in our favour and had to pretty much immediately pay the full amount plus arrears etc, this amount ended up being more than double the amount that was initially borrowed. Having to pay this amount in full has crippled us and we are still suffering the repercussions.

**Please note:**

In a recent court case in Sydney between Bendigo and Adelaide Bank (BABL) vs Howard (which was first lost by BABL then appealed and lost again with a decision handed down on 28 March 2018), the magistrate's findings illustrated that the plaintiff (BABL) had not sufficiently established that the Howard loan was originated in accordance with the Loan Sale and Servicing Deed. Her Honour was also not satisfied that BABL had paid the purchase price for the loans.

Whilst it is understandable that there was an out of court settlement, this recent Howard court case raises serious questions as to **whether investors with similar arguments ought to be bound by the settlement.**

I believe our situation is similar and still has not be dealt with appropriately, but we can't afford the time nor the expense to fight legally. At the very least, investors that stopped paying their loans while the case was being investigated legally should not have had to pay more than double what was originally loaned.

Yours sincerely,

Andigone Aguilar