KING & WOOD MALLESONS

Driver Australia Master Trust VWFS Australia Security Deed

Dated 23 June 2016

Volkswagen Financial Services Australia Pty Limited (ABN 20 097 071 460) ("VWFS Australia")
Perpetual Corporate Trust Limited (ABN 99 000 341 533) ("Issuer")
Perpetual Nominees Limited (ABN 37 000 733 700) ("Trust Manager")

King & Wood Mallesons
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

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Details

Parties	VWFS Australia, Issuer, Trust Manager	
VWFS Australia	Name	**Volkswagen Financial Services Australia Pty Limited**
	ABN	20 097 071 460
	Address	Level 1 24 Muir Road Chullora NSW 2190
	Fax	+61 2 9695 6399
	Telephone	+61 2 9695 6371
	Email	ABSOperations.Australia@vwfs.com.au
	Attention	Richard Stanes
Issuer	Name	**Perpetual Corporate Trust Limited** as trustee of the Driver Australia Master Trust
	ABN	99 000 341 533
	Address	Level 12 123 Pitt Street Sydney NSW 2000
	Telephone	+61 2 9229 9000
	Email	SecuritisationOps@perpetual.com.au
	Attention	Manager, Transaction Management Group
Trust Manager	Name	**Perpetual Nominees Limited as trust manager of the Driver Australia Master Trust**
	ABN	37 000 733 700
	Address	Level 12 123 Pitt Street Sydney NSW 2000
	Telephone	+61 2 9229 9000
	Email	calcagency@perpetual.com.au
	Attention	Trust Management Team

Governing law New South Wales

Driver Australia Master Trust VWFS Australia Security Deed
General terms

1 Definitions and interpretation

1.1 Definitions

The definition provisions contained in clause 1 ("*Definitions*") of the Incorporated Terms Memorandum dated on or around the date of this Deed and signed for identification purposes by the parties hereto ("**Incorporated Terms Memorandum**") are incorporated herein in full as if expressly set forth in this Deed and accordingly the terms and expressions defined in the Incorporated Terms Memorandum shall, unless otherwise defined herein, have the same meanings when used in this Deed. In addition, in this Deed, unless the context otherwise requires:

Authorised Officer means:

(a) in relation to VWFS Australia, a director or a secretary of VWFS Australia or any other person nominated by VWFS Australia by notice to each other party to be an Authorised Officer; and

(b) in relation to the Issuer, a director or a secretary of the Issuer or any other officer or employee of the Issuer whose title includes the word "manager" and includes a person acting in any of those capacities, or any other person nominated by the Issuer by notice to VWFS Australia to be an Authorised Officer.

Secured Obligations means VWFS Australia's obligations under clauses 2.1 *("Secured Obligations")* and 2.2 *("Grant of security")*.

Secured Property means the whole of the right, title, benefit and interest of VWFS Australia in or to:

(a) the Financed Objects subject to the Hire Purchase Contracts under which Purchased Receivables arise (including those specified in the Schedule to each Offer Letter); and

(b) all proceeds (net of any storing, valuation, repair and maintenance and other selling costs, or recovery costs and expenses and applicable taxes) of realisation or other recovery by VWFS Australia in respect of those Financed Objects.

1.2 Interpretation

(a) In the event of any inconsistency between the Incorporated Terms Memorandum and this Deed, this Deed shall prevail.

(b) Terms in this Deed, except where otherwise stated or the context otherwise requires, shall be interpreted in the same way as set forth in clause 1.2 ("*Interpretation*") of the Incorporated Terms Memorandum, which is incorporated into this Deed as if set out in full in this Deed.

1.3 Common Terms

Except as provided in clause 1.2(a), the Common Terms apply to this Agreement and shall be binding on the parties as if set out in full in this Agreement.

1.4 Limitation of liability

(a) Clauses 9.7 ("*Limitation of Trustee's liability*") to 9.13 ("*Liability must be limited and must be indemnified*") of the Master Trust Deed are incorporated into this Deed as if set out in full in this Deed and:

(i) references to the "Trustee" were to the Issuer;

(ii) references to "a Trust" and "that Trust" were to the Trust;

(iii) references to "this Deed" were references to the Master Trust Deed; and

(iv) references to "Transaction Document" and "Transaction Documents" included this Deed.

(b) Clauses 11.1 ("*Trust Manager's Liability for loss*") to 11.3 ("*Limitation of Trust Manager's responsibilities*") of the Master Trust Deed are incorporated into this Deed as if set out in full in this Deed and:

(i) references to "a Trust Manager" and "that Trust Manager" were to the Trust Manager;

(ii) references to the "Trustee" were to the Issuer;

(iii) references to "a Trust" and "that Trust" were to the Trust;

(iv) references to "this Deed" were to the Master Trust Deed and this Deed; and

(v) references to "Transaction Document" and "Transaction Documents" included this Deed.

2 Security

2.1 Secured Obligations

(a) VWFS Australia must sell or otherwise realise the Financed Object related to a Purchased Receivable arising under a Hire Purchase Contract in accordance with VWFS Australia's normal policy and practice, after it has become entitled to do so under that Hire Purchase Contract. Such Financed Objects shall be immediately and automatically released from the Security Interests created under this Deed upon such sale or realisation.

(b) VWFS Australia must, no later than the Payment Date immediately following receipt of the proceeds (net of any storing, valuation, repair and maintenance and other selling costs, or recovery costs and expenses and applicable taxes) of its realisation or other recovery in respect of the Financed Object related to a Purchased Receivable arising under a Hire Purchase Contract, pay to the Distribution Account an amount equal to the lesser of the amount of such proceeds and the total amount of the termination sum and all other amounts payable by the Obligor under the Hire Purchase Contract in respect of that Purchased Receivable.

2.2 Grant of security

(a) As security for the due and punctual discharge of the Secured Obligations, VWFS Australia:

(i) mortgages, by way of first ranking equitable mortgage, or otherwise grants a security interest in all and any Secured Property to which the PPSA applies to the Issuer; and

(ii) grants to the Issuer a fixed charge over all and any Secured Property to which the PPSA does not apply.

(b) For the purposes of section 20(2)(b) of the PPSA, the parties intend that the security interests granted under this Deed are Security Interests in all of VWFS Australia's present and after- acquired property, except any Personal Property not within the definition of Secured Property.

2.3 Consideration

VWFS Australia enters into this Deed for valuable consideration from the Issuer and acknowledges receipt of that consideration.

3 Undertakings by VWFS Australia

VWFS Australia will not, without the prior written consent of the Issuer, acting on the direction of the Trust Manager:

(a) create or permit to subsist any Security Interest (other than a Permitted Security Interest) over any of the Secured Property; or

(b) sell, transfer, assign or otherwise dispose of any of the Secured Property or any part thereof or attempt or agree so to do except in performance of its Secured Obligations in accordance with this Deed.

4 Representations by VWFS Australia

VWFS Australia represents to the Issuer that:

(a) it has taken all necessary steps to enable it to grant a Security Interest in the Secured Property in accordance with clause 2 *("Security")* and it has taken no steps to prejudice its right, title and interest in and to the Secured Property;

(b) it is the legal and beneficial owner of and has full right and title to the Secured Property and that the same is free from any Security Interest (other than the Permitted Security Interests); and

(c) the execution, delivery and performance of this Deed by it does not and will not conflict with or breach the terms of or constitute a default under any agreement charge or other instrument to which it is a party or is subject or by which it is bound.

5 Enforcement

5.1 When this Deed becomes enforceable

This Deed becomes enforceable in respect of a Financed Object forming part of the Secured Property if:

(a) VWFS Australia fails to perform any Secured Obligation in relation to that Financed Object in accordance with this Deed; or

(b) with respect to VWFS Australia, an Insolvency Event occurs.

5.2 Issuer's enforcement powers

(a) While this Deed is enforceable in respect of a Financed Object forming part of the Secured Property, the Issuer has the power to do all acts and things and exercise all rights, powers and remedies that VWFS Australia could do or exercise in relation to that Financed Object and the other Secured Property relating to that Financed Object for the purpose of discharging the Secured Obligations, including the power to:

(i) (**take possession**): enter, take possession and assume control of that Financed Object and the other Secured Property relating to that Financed Object. To the extent that the VWFS Australia is entitled to do the things contemplated under this clause 5.2(a)(i), including pursuant to the relevant Receivable Contract, the Trust Manager must direct the Issuer take such action promptly;

(ii) (**sell**): sell or agree to sell that Financed Object on terms that the Trust Manager thinks fit;

(iii) (**perform and enforce**): carry out and enforce, or refrain from carrying out or enforcing, agreements entered into or held by VWFS Australia in relation to that Financed Object and the other Secured Property relating to that Financed Object;

(iv) (**employ and delegate**): employ any person as employee, contractor, professional adviser, agent, broker or auctioneer, to discharge any such person, to rely upon the advice of any such person, and to delegate to any such person any power (including this power to employ and the power to delegate);

(v) (**execute documents**): to enter into any contract or arrangement for the purposes of or in connection with the exercise of any power;

(vi) (**proceedings**): institute, conduct, defend, discontinue, settle, arrange or compromise any proceedings, including proceedings relating to insurance of that Financed Object and the other Secured Property relating to that Financed Object; and

(vii) (**other acts**): do or cause to be done any other act or thing which the Trust Manager considers necessary or incidental to the exercise of any right, power or remedy of the Issuer.

(b) The powers of the Issuer under this clause are in addition to any rights, powers or remedies conferred on the Issuer by law.

5.3 Exclusion of notice

(a) The Issuer and any Controller appointed by the Issuer may, to the extent that an applicable law permits, exercise a right, power or remedy under this Deed without first giving any notice, or allowing the lapse of any period of time or fulfilling any other condition precedent.

(b) If an applicable law provides that a right, power or remedy under this Deed may only be exercised after a period of notice is given or a lapse of time occurs:

(i) if a period of notice or of time is fixed by that law, that period of notice must be given or lapse of that time must occur before exercise of that right, power or remedy; or

(ii) if a period of notice or of time may be fixed by this Deed, one Business Day is fixed as the period during which:

(A) default must continue before a notice is given demanding performance of the Secured Obligations; or

(B) a notice requiring performance of the Secured Obligations must remain unsatisfied,

before exercise of that right, power or remedy.

5.4 Not mortgagee in possession

If the Issuer, or a Controller appointed by the Issuer, takes possession of any Secured Property neither the Issuer nor the Controller is liable as a mortgagee in possession.

5.5 Give up possession

The Issuer must, if directed by the Trust Manager, give up possession of the Secured Property or any part of it at any time and must discontinue a receivership.

5.6 Exclusion of liability

The Issuer is not liable for losses of any kind which occur as a result of the exercise, or attempted or purported exercise or non-exercise of a right, power or remedy of the Issuer or a Controller appointed by the Issuer, except to the extent that such losses result from the fraud, negligence or Wilful Default of the Issuer.

5.7 Protection of third parties

(a) A person dealing with the Issuer or a Controller appointed by the Issuer in connection with the exercise of any of the Issuer's or the Controller's rights, powers or remedies is not bound to enquire into any matter in connection with the exercise of those rights, powers or remedies, including:

(i) whether VWFS Australia has failed to perform a Secured Obligation;

(ii) whether a Secured Obligation is due for performance;

(iii) whether the right, power or remedy has been properly exercised;

(iv) whether the appointment of a Controller has been duly made; or

(v) as to the propriety or regularity of any dealing.

(b) A dealing referred to in clause 5.7(a) *("Protection of third parties")*:

(i) is valid and effective despite any irregularity or impropriety referred to in clause 5.7(a) *("Protection of third parties")*; and

(ii) is not affected by express or constructive notice on the part of any person dealing with the Issuer or a Controller appointed by the Issuer of any matter referred to in clause 5.7(a) *("Protection of third parties")*.

6 Appointment of Receiver

6.1 Appointment and removal

(a) While this Deed is enforceable, the Issuer must, in accordance with the directions of the Trust Manager, subject to the provisions of applicable law:

(i) appoint in writing one or more persons to be a receiver or receiver and manager in respect of all or any part of the Secured Property;

(ii) remove any Receiver appointed under clause 6.1(a)(i) ("*Appointment and removal")* as to all or any part of the Secured Property; or

(iii) appoint another person (or persons) as an additional or replacement Receiver (or Receivers) in respect of all or any part of the Secured Property.

(b) If a Receiver is appointed in respect of a part of the Secured Property, the powers and rights conferred on the Receiver under this Deed shall be limited to the part of the Secured Property as specified in the instrument of appointment.

6.2 Joint Receivers

If more than one person is appointed as a Receiver of the Secured Property, the Issuer may, at the direction of the Trust Manager, specify whether such appointment and the powers of each such person are to be joint or joint and several, and failing such specification, such appointment and the powers of each such person will be deemed to be joint and several.

6.3 Capacity

(a) Each Receiver shall be:

(i) entitled to act individually or together with any other person appointed or substituted as Receiver (except to the extent that the Issuer may specify to the contrary in the instrument of appointment);

(ii) deemed for all purposes to be the agent of VWFS Australia and VWFS Australia shall be solely responsible for the Receiver's acts, defaults and liabilities and for the payment of its remuneration unless and until:

(A) the Issuer, at the direction of the Trust Manager, by notice in writing to VWFS Australia and the Receiver, requires that the Receiver act as agent of the Issuer; or

(B) an order is made or a resolution is passed for the winding-up of VWFS Australia, except to the extent that approval is given under section 420C of the Corporations Act; and

(iii) entitled to remuneration for its services at a rate to be fixed by the Issuer, at the direction of the Trust Manager, from time to time (without being limited to any maximum rate specified by any applicable law).

(b) If for any reason a Receiver ceases to be the agent of VWFS Australia, the Receiver immediately becomes the agent of the Issuer.

(c) While the Receiver is the agent of VWFS Australia, in exercising a right, remedy or power of the Issuer or otherwise conferred on the Receiver under this Deed, the Receiver has the authority of both VWFS Australia and the Issuer.

6.4 Powers of Receiver

(a) A Receiver may do any act, matter or thing and exercise any right, power or remedy that may be done or exercised by the Issuer in relation to the Secured Property.

(b) The power conferred on a Receiver under clause 6.4(a) *("Powers of Receiver")* is:

(i) in addition to any right, power or remedy conferred on the Receiver by law;

(ii) subject to any specific limitations placed on a Receiver by the terms of the appointment of that Receiver; and

(iii) subject to clause 9.11 ("*Limitation of Trustee's liability*") of the Master Trust Deed.

7 Personal Property Securities Act

(a) To the full extent permitted by law and in respect of this Deed and each Security Interest created under this Deed:

(i) Sections 125(1), 130, 132(3)(d), 132(4), 142 and 143 of the PPSA do not apply and are expressly contracted out of by the Issuer and the Security Trustee; and

(ii) VWFS Australia unconditionally and irrevocably waives its rights to receive a notice required under a provision of the PPSA (except under section 135).

(b) VWFS Australia waives its right under section 157 of the PPSA to receive notice of a Verification Statement in respect of the registration of a Financing Statement or Financing Change Statement with respect to any Security Interest created under this Deed.

8 Assignment

8.1 Assignment by VWFS Australia

VWFS Australia must not assign any of its rights or transfer any of its rights or obligations under this Deed or otherwise deal with this Deed or a right, remedy, power, duty or obligation under this Deed.

8.2 Assignment by the Issuer

The Issuer may assign any of its rights or transfer any of its rights or obligations under this Deed or otherwise deal with this Deed or a right, remedy, power, duty or obligation under this Deed to or in favour of the Security Trustee.

9 Preservation of rights

9.1 Further assurance

VWFS Australia shall execute such further documents in favour, or for the benefit, of the Issuer and do all such acts and things as the Issuer shall from time to time reasonably require in order to more fully secure the rights, remedies and powers of the Issuer under this Deed or to enable the Issuer to exercise those rights, remedies and powers, including anything which is necessary to ensure, and to enable the Issuer to apply for any registration, or give any notification, or to do anything necessary or desirable to ensure, that each Security Interest created under this Deed is enforceable, Perfected and otherwise effective, and afforded the highest ranking priority reasonably possible.

9.2 Power of attorney

VWFS Australia irrevocably appoints the Issuer and any Receiver severally as its attorney to do any of the following after this Deed has become enforceable pursuant to clause 5.1 *("When this Deed becomes enforceable")*:

(a) to execute and complete all such documents which the Issuer or such Receiver may require for perfecting the title of the Issuer to the Secured Property or for vesting the same in the Issuer, its nominee or any purchaser;

(b) to execute and complete any document referred to in clause 9.1 *("Further assurance")*; and

(c) generally to execute and complete all documents and to do all acts and things which may be required for the full exercise of any of the powers conferred on the Issuer or a Receiver under this Deed or which may be deemed expedient by the Issuer or a Receiver in connection with any disposition, realisation or getting in by the Issuer or a Receiver of the Secured Property or any part thereof or in connection with any other exercise of any power under this Deed.

9.3 Continuing Security

This Deed is a continuing security, notwithstanding any settlement of account or other matter whatsoever and shall remain in full force and effect until all the Secured Obligations have been discharged in full.

9.4 Moratorium legislation

To the extent permitted by law, a provision of a law is excluded if it does or may, directly or indirectly:

(a) lessen or vary in any other way VWFS Australia's obligations under this Deed; or

(b) delay, curtail or prevent or adversely affect in any other way the exercise by the Issuer or a Controller appointed by the Issuer of any of its rights, remedies or powers under this Deed.

9.5 Waivers

No failure or delay on the part of the Issuer to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

9.6 Rights cumulative

The rights, remedies and powers under this Deed of the Issuer, or a Controller appointed by the Issuer, are cumulative and do not exclude any other rights, remedies or powers.

9.7 No marshalling

The Issuer is not required before it enforces the Security Interests created under this Deed to:

(a) give notice of this Deed to any person;

(b) enforce payment of or appropriate any Secured Obligations or other money or assets which it at any time holds or is entitled to receive;

(c) marshal, enforce, realise or otherwise resort to any other security; or

(d) commence proceedings or enforce any right against VWFS Australia or any other person,

unless the issuer thinks fit.

9.8 Reinstatement of rights

If:

(a) any payment or other transaction made in satisfaction of or in connection with the Secured Obligations is void or voidable under any law; or

(b) any claim is made that any payment or other transaction made in satisfaction of or in connection with the Secured Obligations is void or voidable under any law and the claim is upheld, conceded or compromised,

the Issuer is immediately entitled to the same rights, powers and remedies against VWFS Australia and the Secured Property as it would have had if the relevant payment or transaction had never been made or taken place and, if required by the Issuer, VWFS Australia shall, at its own expense, sign all documents and do all acts necessary to restore the Issuer's Security Interests and rights under this Deed.

10 General provisions

10.1 Certifications

Any document or thing required to be certified by VWFS Australia must be certified by an Authorised Officer of VWFS Australia or in any other manner that the Issuer, at the direction of the Trust Manager, approves.

10.2 Amendment

(a) This Deed may be amended only by a document signed by all parties.

(b) The Trust Manager will notify the Rating Agencies of any amendment proposed to be made under clause 10.2 *("Amendment")*.

11 Governing law and jurisdiction

11.1 Governing law

This Deed is governed by the laws of New South Wales.

11.2 Submission to jurisdiction

Each party irrevocably and unconditionally:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and

(b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

EXECUTED as a deed

Driver Australia Master Trust VWFS Australia Security Deed

Signing page

DATED: 23 June 2016

VWFS Australia

SIGNED, SEALED AND DELIVERED by	
as attorney for **VOLKSWAGEN FINANCIAL SERVICES AUSTRALIA PTY LIMITED** under power of attorney dated 16 June 2016	
in the presence of:	.... By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney
.... Signature of witness	
.... Name of witness (block letters)	

Issuer

SIGNED, SEALED AND DELIVERED by	
and	.... By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney
as attorneys for **PERPETUAL CORPORATE TRUST LIMITED as trustee of the Driver Australia Master Trust** under power of attorney dated 16 September 2014 in the presence of:	.... By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney
.... Signature of witness	
.... Name of witness (block letters)	

Trust Manager

SIGNED, SEALED AND DELIVERED by and as attorneys for **PERPETUAL NOMINEES LIMITED** as trust manager of the Driver Australia Master Trust under power of attorney dated 16 September 2014 in the presence of:	))))))))))))))	.... By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney
.... Signature of witness .... Name of witness (block letters)	)))))	.... By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney