

# General Security Deed (Kingfisher Trust 2016-1)

Dated 18 November 2016

Perpetual Corporate Trust Limited (ABN 99 000 341 533) in its capacity as trustee of the Kingfisher Trust 2016-1 ("**Trustee**")

P.T. Limited (ABN 67 004 454 666) in its capacity as trustee of the Kingfisher Trust 2016-1 Security Trust ("**Security Trustee**")

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# General Security Deed (Kingfisher Trust 2016-1)

## Contents

<b>Details</b>	<b>1</b>
<b>General terms</b>	<b>2</b>
<b>1 Interpretation</b>	<b>2</b>
1.1 Terms defined in Master Definitions Schedule	2
1.2 Definitions	2
1.3 Other interpretation provisions	5
1.4 Designation	5
1.5 Variations and replacements	5
<b>2 Trustee must pay the Secured Money</b>	<b>5</b>
<b>3 Security</b>	<b>5</b>
3.1 Security interest	5
3.2 Consideration	6
3.3 Mandatory action	6
<b>4 Dealings with Collateral</b>	<b>6</b>
4.1 Restricted dealings	6
4.2 Permitted dealings	6
4.3 Revolving Assets	6
4.4 Conversion to Revolving Assets	6
4.5 Inventory	7
4.6 Where the law allows for creation of Encumbrance without consent	7
<b>5 Other Encumbrances</b>	<b>7</b>
5.1 Priority agreement	7
5.2 Amount secured by other Encumbrance	7
5.3 Obligations under other Encumbrances	7
5.4 Security Trustee may rely on third party certificates	7
<b>6 Application of payments</b>	<b>8</b>
6.1 Application of money	8
6.2 Suspense account	8
6.3 Credit from date of receipt	8
<b>7 Default</b>	<b>8</b>
7.1 Trustee to ensure no Event of Default	8
7.2 Security Trustee's powers on default	8
7.3 Order of enforcement	8
<b>8 Receivers</b>	<b>9</b>
8.1 Terms of appointment of Receiver	9
8.2 More than one Receiver	9
8.3 Receiver is Trustee's agent	9
8.4 Receiver's powers	9

<b>9</b>	<b>Disposal of the Collateral is final</b>	<b>9</b>
<b>10</b>	<b>Collection Account</b>	<b>10</b>
10.1	Opening of Collection Account	10
10.2	Operation of Collection Account	10
10.3	Notice to Depositee after an Event of Default	10
10.4	Collection of book and other debts after an Event of Default	11
<b>11</b>	<b>Power of attorney</b>	<b>11</b>
11.1	Appointment	11
11.2	Powers	11
<b>12</b>	<b>Reinstatement of rights</b>	<b>12</b>
<b>13</b>	<b>Statutory powers and notices</b>	<b>12</b>
13.1	Exclusion of PPSA provisions	12
13.2	Exercise of rights by Security Trustee	12
13.3	No notice required unless mandatory	12
<b>14</b>	<b>Limitation of liability</b>	<b>13</b>
14.1	Limited recourse of Trustee	13
14.2	Limitation of liability of Security Trustee	13
<b>15</b>	<b>General</b>	<b>13</b>
15.1	Counterparts	13
15.2	Governing law and jurisdiction	13
15.3	Serving documents	13
15.4	GST	13
	<b>Signing page</b>	<b>14</b>

# General Security Deed (Kingfisher Trust 2016-1)

## Details

<b>Parties</b>	<b>Trustee and Security Trustee</b>	
<b>Trustee</b>	Name	<b>Perpetual Corporate Trust Limited</b>
	ABN	99 000 341 533
	Capacity	as trustee of the Kingfisher Trust 2016-1
	Address	Level 18 123 Pitt Street Sydney NSW 2000
	Email	SecuritisationOps@perpetual.com.au
	Attention	Manager, Transaction Management, Debt Markets Services
<b>Security Trustee</b>	Name	<b>P.T. Limited</b>
	ABN	67 004 454 666
	Capacity	as trustee of the Kingfisher Security Trust 2016-1
	Address	Level 18 123 Pitt Street Sydney NSW 2000
	Email	SecuritisationOps@perpetual.com.au
	Attention	Manager, Transaction Management, Debt Markets Services
<b>Date of document</b>	See Signing page	

# General Security Deed (Kingfisher Trust 2016-1)

## General terms

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### 1 Interpretation

#### 1.1 Terms defined in Master Definitions Schedule

A term which has a defined meaning in the Master Definitions Schedule (including by incorporation) has the same meaning when used in this document unless it is expressly defined in this document, in which case the meaning in this document applies.

A term defined in the Master Definitions Schedule by reference to a Trust (as defined in the Master Definitions Schedule) will, when used in this document, be taken to be defined by reference to the Trust (as defined in this document), unless the contrary intention appears.

#### 1.2 Definitions

These meanings apply unless the contrary intention appears:

**Attorney** means each attorney appointed by the Trustee under clause 11 (“Power of attorney”).

**Collateral** means all Trust Assets which the Trustee acquires or to which the Trustee becomes entitled on or after the date of this document.

**Collateral Support** has the meaning given to it in the Issue Supplement.

**Collection Account** means the account opened with the Depositee in the name of the Trustee in accordance with clause 12 (“Collection Account”) of the Issue Supplement.

**Control Event** means:

- (a) in respect of any Collateral that is, or would have been, a Revolving Asset:
  - (i) the Trustee breaches, or attempts to breach clause 4.1 (“Restricted dealings”) in respect of the Collateral or takes any step which would result in it doing so; or
  - (ii) a person takes a step (including signing a notice or direction) which may result in Taxes, or an amount owing to an authority, ranking ahead of this security; or
  - (iii) distress is levied or a judgment, order or Encumbrance is enforced or a creditor takes any step to levy distress or enforce a judgment, order or Encumbrance, over the Collateral; or
  - (iv) the Security Trustee gives a notice to the Trustee that the Collateral is not a Revolving Asset. (However, the Security Trustee may only give a notice if the Security Trustee reasonably considers that it is necessary to do so to protect its rights or the rights of the Secured Creditors under this document or if an Event of Default is continuing); or

- (b) in respect of all Collateral that is, or would have been, a Revolving Asset:
  - (i) a voluntary administrator, liquidator or provisional liquidator is appointed in respect of the Trustee (in its corporate capacity or as trustee of the Trust) or the winding up of the Trustee (in its corporate capacity or as trustee of the Trust) begins; or
  - (ii) a Controller is appointed to any of the Trustee's (in its corporate capacity or as trustee of the Trust) property; or
  - (iii) something having a substantially similar effect to paragraph (i) or (ii) happens under any law.

**Depositee** means the financial institution at which the Collection Account is opened. The Depositee is initially Australia and New Zealand Banking Group Limited.

**Details** means the section of this document headed "Details".

**Issue Supplement** means the document entitled "Issue Supplement (Kingfisher Trust 2016-1)" to be dated on or after the date of this document between the Trustee, the Security Trustee and others.

**Manager** means ANZ Capel Court Limited (ABN 30 004 768 807).

**Master Definitions Schedule** means the document entitled "ANZ RMBS Master Definitions Schedule" dated on or about the date of this document between (among others) the Trustee and the Manager.

**Purchased Receivables** has the meaning given to it in the Issue Supplement.

**Purchased Related Security** has the meaning given to it in the Issue Supplement.

**Revolving Asset** means any Collateral:

- (a) which is:
  - (i) inventory;
  - (ii) a negotiable instrument;
  - (iii) book debts;
  - (iv) money (including money withdrawn or transferred to a third party from an account of the Trustee with a bank or other financial institution); and
  - (v) a Purchased Receivable or Purchased Related Security; and
- (b) in relation to which no Control Event has occurred, subject to clause 4.4 ("Conversion to Revolving Assets").

**Secured Money** means all money which:

- (a) at any time;
- (b) for any reason or circumstance in connection with the Transaction Documents (including any transaction in connection with them);

- (c) whether under law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation); and
- (d) whether or not of a type within the contemplation of the parties at the date of this document:
  - (i) the Trustee is or may become actually or contingently liable to pay to any Secured Creditor of the Trust; or
  - (ii) any Secured Creditor of the Trust has advanced or paid on the Trustee's behalf or at the Trustee's express or implied request; or
  - (iii) any Secured Creditor of the Trust is liable to pay by reason of any act or omission on the Trustee's part, or that any Secured Creditor of the Trust has paid or advanced in protecting or maintaining the Collateral or any security interest in this document following an act or omission on the Trustee's part; or
  - (iv) the Trustee would have been liable to pay any Secured Creditor of the Trust but the amount remains unpaid by reason of the Trustee being Insolvent.

This definition applies:

- (v) irrespective of the capacity in which the Trustee or the Secured Creditor of the Trust became entitled to, or liable in respect of, the amount concerned;
- (vi) whether the Trustee or the Secured Creditor of the Trust is liable as principal debtor, as surety, or otherwise;
- (vii) whether the Trustee is liable alone, or together with another person;
- (viii) even if the Trustee owes an amount or obligation to the Secured Creditor of the Trust because it was assigned to the Secured Creditor, whether or not:
  - (A) the assignment was before, at the same time as, or after the date of this document; or
  - (B) the Trustee consented to or was aware of the assignment; or
  - (C) the assigned obligation was secured before the assignment;
- (ix) even if this document was assigned to the Secured Creditor of the Trust, whether or not:
  - (A) the Trustee consented to or was aware of the assignment; or
  - (B) any of the Secured Money was previously unsecured;
- (x) whether or not the Trustee has a right of indemnity from the Trust Assets.

**Security Trustee** means the person so described in the Details.

**Security Trustee Nominated Signatory** means each person nominated by the Security Trustee as a signatory to the Collection Account.

**Transaction Document** has the meaning set out in the Issue Supplement.

**Trust** means the Kingfisher Trust 2016-1.

**Trustee** means the person so described in the Details.

**Voting Secured Creditors** has the meaning given to it in the Issue Supplement.

### **1.3 Other interpretation provisions**

Clauses 1.2 (“References to certain general terms”) to 1.6 (“PPSA terms”) of the Master Definitions Schedule and clause 6.1 (“Awareness of certain events”) of the Security Trust Deed apply to this document (with any consequential changes as are necessary to give effect to those clauses in this document).

### **1.4 Designation**

This document is the “General Security Deed” for the Trust.

### **1.5 Variations and replacements**

The Trustee acknowledges that the Transaction Documents may be varied or replaced from time to time.

The Trustee confirms that the Secured Money includes any amount payable under any Transaction Document as varied or replaced. The Trustee confirms that this applies regardless of:

- (a) how the Transaction Document is varied or replaced; and
- (b) the reasons for the variation or replacement; and
- (c) whether the Secured Money decreases or increases or the Transaction Document is otherwise more onerous as a result of the variation or replacement.

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## **2 Trustee must pay the Secured Money**

The Trustee agrees to pay the Secured Money in accordance with the terms of the Transaction Documents.

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## **3 Security**

### **3.1 Security interest**

- (a) The Trustee grants a security interest in the Collateral to the Security Trustee to secure payment of the Secured Money.
- (b) This security interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a floating charge over Revolving Assets and a fixed charge over all other Collateral.
- (c) The Trustee does this as trustee of the Trust.

### **3.2 Consideration**

The Trustee acknowledges granting this security interest and incurring obligations and giving rights under this document for valuable consideration.

### **3.3 Mandatory action**

To the extent that any law requires that something must be done (such as obtaining consent) before the Trustee may validly grant a security interest in any of the Collateral, the security interest under clause 3.1 ("Security interest") only takes effect in relation to that Collateral when the thing required is done. Upon receiving a direction from the Manager to do that thing, the Trustee agrees to use reasonable endeavours to ensure that it is done.

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## **4 Dealings with Collateral**

### **4.1 Restricted dealings**

Unless the Trustee is expressly permitted to do so under the Transaction Documents, clause 4.2 ("Permitted dealings") or the Security Trustee (at the direction of an Extraordinary Resolution of the Voting Secured Creditors) consents, the Trustee may not, and may not agree, attempt or take any step to, do any of the following:

- (a) create or allow another interest in any Collateral, other than any Permitted Encumbrance; or
- (b) dispose, or part with possession, of any Collateral.

### **4.2 Permitted dealings**

The Trustee may do any of the following in accordance with the Transaction Documents or in the ordinary course of the Trustee's ordinary business unless it is prohibited from doing so by another provision in a Transaction Document:

- (a) create or allow another interest in, or dispose or part with possession of, any Collateral which is a Revolving Asset;
- (b) withdraw or transfer money from an account with a bank or other financial institution; or
- (c) return any Collateral Support to the party that posted it.

### **4.3 Revolving Assets**

If a Control Event occurs in respect of any Collateral then automatically:

- (a) that Collateral is not (and immediately ceases to be) a Revolving Asset;
- (b) any floating charge over that Collateral immediately operates as a fixed charge; and
- (c) the Trustee may no longer deal with the Collateral under clause 4.2 ("Permitted dealings").

### **4.4 Conversion to Revolving Assets**

If any Collateral is not, or ceases to be, a Revolving Asset, and becomes subject to a fixed charge or transfer under this clause, the Security Trustee may give the

Trustee a notice stating that, from a date specified in the notice, the Collateral specified in the notice is a Revolving Asset, or becomes subject to a floating charge or is transferred back to the Trustee. This may occur any number of times.

#### **4.5 Inventory**

Any inventory which is not, or ceases to be, a Revolving Asset is specifically appropriated to this security. The Trustee may not remove it without obtaining the specific and express authority of the Security Trustee to do so.

#### **4.6 Where the law allows for creation of Encumbrance without consent**

If a law entitles the Trustee to create another Encumbrance over the Collateral without the consent of the Security Trustee and that law cannot be excluded, this clause 4 (“Dealings with Collateral”) does not operate to require the Trustee to obtain the Security Trustee’s consent before creating that other Encumbrance. However:

- (a) if the Trustee intends to create another Encumbrance, it agrees to notify the Security Trustee at least seven days before it proposes to do so; and
- (b) if the Security Trustee requests a priority agreement under clause 5 (“Other Encumbrances”) and the Trustee has not complied with that request by the time the Encumbrance is created, financial accommodation need not be made available under any Transaction Document.

This is without prejudice to any other rights the Security Trustee may have under the Transaction Documents.

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## **5 Other Encumbrances**

### **5.1 Priority agreement**

If the Security Trustee asks, the Trustee agrees to obtain an agreement acceptable to the Security Trustee regulating priority between this security and any other Encumbrance over the Collateral.

### **5.2 Amount secured by other Encumbrance**

The Trustee agrees to ensure that the amount secured under any other Encumbrance over the Collateral is not increased without the Security Trustee’s consent.

### **5.3 Obligations under other Encumbrances**

The Trustee agrees to comply with all obligations under any other Encumbrance over the Collateral.

### **5.4 Security Trustee may rely on third party certificates**

The Security Trustee may rely on a certificate from any other person with an Encumbrance over the Collateral as to the amount that is owed to that other person.

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## **6 Application of payments**

### **6.1 Application of money**

The Security Trustee must apply money it receives under this document towards paying the Secured Money in accordance with the order of priority specified in clause 7.13 (“Application of proceeds following an Event of Default”) of the Issue Supplement.

### **6.2 Suspense account**

The Security Trustee may place in a suspense account any payment it receives from the Trustee for as long as it considers prudent and (for so long as it remains in the suspense account) need not apply it towards satisfying the Secured Money.

### **6.3 Credit from date of receipt**

The Trustee is only credited with money from the date the Security Trustee or the person to whom it has directed payment actually receives it (including, where the Security Trustee has appointed a Receiver, the date the Receiver pays money to the Security Trustee or the person to whom it has directed payment).

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## **7 Default**

### **7.1 Trustee to ensure no Event of Default**

The Trustee agrees to ensure that there is no Event of Default in respect of the Trust.

The Trustee is not liable in damages for breach of this clause 7.1 (including where the breach is also a breach of another clause) and such breach will not of itself constitute fraud, negligence or Wilful Default of the Trustee. However, if the Trustee breaches this clause 7.1, the Security Trustee may exercise its rights in relation to the Collateral under this document and at law. This does not limit the Trustee’s other liabilities to the Security Trustee or any of the Security Trustee’s other rights against the Trustee or in relation to the Collateral.

### **7.2 Security Trustee’s powers on default**

If an Event of Default in respect of the Trust is continuing, subject to the Security Trust Deed, the Security Trustee may (or, if directed to do so by an Extraordinary Resolution of Voting Secured Creditors in respect of the Trust, the Security Trustee must) do one or more of the following in addition to anything else the law allows the Security Trustee to do as a secured party:

- (a) sue the Trustee for the Secured Money; and
- (b) appoint one or more Receivers to all or any part of the Collateral or its income; and
- (c) do anything that a Receiver could do under clause 8.4 (“Receiver’s powers”).

### **7.3 Order of enforcement**

The Security Trustee may (at the direction of an Extraordinary Resolution of the Voting Secured Creditors) enforce this security and its rights under this document before it enforces other rights or remedies:

- (a) against any other person; or
- (b) under another document, such as another Encumbrance.

If the Security Trustee has more than one Encumbrance, it may enforce them in any order it chooses.

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## **8 Receivers**

### **8.1 Terms of appointment of Receiver**

In exercising its power to appoint a Receiver, the Security Trustee may:

- (a) appoint a Receiver to all of any part of the Collateral or its income;
- (b) set a Receiver's remuneration at any figure the Security Trustee determines appropriate; and
- (c) remove a Receiver and appoint a new or additional Receiver.

### **8.2 More than one Receiver**

If the Security Trustee appoints more than one Receiver, the Security Trustee may specify whether they may act individually or jointly.

### **8.3 Receiver is Trustee's agent**

Any Receiver appointed under this document is the Trustee's agent unless the Security Trustee notifies the Trustee that the Receiver is to act as the Security Trustee's agent. The Trustee is solely responsible for anything done, or not done, by a Receiver and for the Receiver's remuneration and Costs.

### **8.4 Receiver's powers**

Unless the terms of appointment restrict a Receiver's powers, the Receiver may do one or more of the following with the Collateral to which it is appointed:

- (a) sell, transfer or otherwise dispose of the Collateral or any interest in it;
- (b) lease or licence the Collateral or any interest in it, or deal with any existing lease or licence (including allowing a surrender or variation);
- (c) take or give up possession of the Collateral as often as it chooses;
- (d) sever, remove and sell fixtures attached to the Collateral; and
- (e) do anything else the law allows an owner or a Receiver of the Collateral to do.

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## **9 Disposal of the Collateral is final**

The Trustee agrees that if the Security Trustee or a Receiver sells, transfers or otherwise disposes of the Collateral:

- (a) the Trustee will not challenge the acquirer's right to acquire the Collateral (including on the ground that the Security Trustee or the Receiver was not entitled to dispose of the Collateral or that the Trustee did not receive

notice of the intended disposal) and the Trustee will not seek to reclaim that property; and

- (b) the person who acquires the Collateral need not check whether the Security Trustee or the Receiver has the right to dispose of the Collateral or whether the Security Trustee or the Receiver exercises that right properly.

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## **10 Collection Account**

### **10.1 Opening of Collection Account**

The Trustee agrees:

- (a) promptly after execution of this document, and at the direction of the Manager, to open the Collection Account, if it has not already been opened; and
- (b) the signatories to the Collection Account are to comprise the Security Trustee Nominated Signatories and the persons nominated by the Trustee (at the direction of the Manager) (which persons may include the Trustee or its Authorised Officers).

Subject to clause 10.2 (“Operation of Collection Account”) and clause 10.3 (“Notice to Depositee after an Event of Default”), the Collection Account may be operated by two signatories nominated by the Trustee only, without any requirement for signature by a Security Trustee Nominated Signatory. The Security Trustee agrees that each Security Trustee Nominated Signatory will be removed when there is no longer any Secured Money.

### **10.2 Operation of Collection Account**

The Trustee agrees that:

- (a) at any time the Purchased Receivables or Purchased Related Securities are not Revolving Assets, the Collection Account may only be operated by two signatories, being:
  - (i) if no Event of Default has occurred, a signatory nominated by the Trustee (at the direction of the Manager) together with a Security Trustee Nominated Signatory; or
  - (ii) if an Event of Default has occurred, two Security Trustee Nominated Signatories only, without any requirement for signature by, or for, the Trustee; and
- (b) if an Event of Default occurs, the Security Trustee may notify the Trustee that the Trustee is prohibited from making any withdrawals from a Collection Account.

### **10.3 Notice to Depositee after an Event of Default**

If an Event of Default has occurred, the Security Trustee may give notice to the Depositee that the Collection Account may be operated by the signature only of two Security Trustee Nominated Signatories without any requirement for a signature by, or for, the Trustee. If this notice is given, the Trustee agrees that the Depositee:

- (a) need not enquire whether the Security Trustee is in fact entitled to give such a notice; and

- (b) is directed by the Trustee to act in accordance with the notice without reference to the Trustee.

The Trustee acknowledges that any direction given under this clause 10.3 cannot be revoked or varied by the Trustee except with the consent of the Security Trustee.

#### **10.4 Collection of book and other debts after an Event of Default**

If an Event of Default has occurred or if the Purchased Receivables or Purchased Related Securities are not Revolving Assets, the Security Trustee may notify the Trustee that the Trustee is prohibited from collecting the Trustee's book and other debts which are Trust Assets of the Trust and the Security Trustee intends to collect the Trustee's book and other debts which are Trust Assets of the Trust.

If the Security Trustee gives notice under this clause 10.4, then the Trustee agrees to:

- (a) the Security Trustee collecting the Trust Assets which are book and other debts and notifying debtors of the Security Trustee's interest in such book and other debts;
- (b) the Security Trustee preparing and dispatching invoices in connection with the Trust Assets which are book and other debts which are Trust Assets of the Trust, whether or not an invoice has been prepared previously or dispatched in respect of such book or other debt; and
- (c) use its best endeavours to assist the Security Trustee to collect the Trust Assets which are book and other debts.

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## **11 Power of attorney**

### **11.1 Appointment**

The Trustee irrevocably appoints the Security Trustee, each Authorised Officer of the Security Trustee, and each Receiver individually as the Trustee's attorney and agrees to ratify anything an Attorney does under clause 11.2 ("Powers").

### **11.2 Powers**

If an Event of Default in respect of the Trust is continuing, or the Security Trustee reasonably believes that such an Event of Default is continuing, an Attorney may:

- (a) do anything which the Trustee can lawfully authorise an attorney to do in connection with this document or the Collateral, or which the Attorney believes is expedient to give effect to any of the Security Trustee's or a Receiver's rights (these things may be done in the Trustee's name or the Attorney's name, and they include signing and delivering documents, transferring, selling or leasing the Collateral, transferring, selling or surrendering any lease, lodging or withdrawing caveats and starting, conducting and defending legal proceedings and sending any instructions, messages or communications by which the Collateral can be transferred or otherwise dealt with);
- (b) delegate their powers (including this power) and revoke a delegation; and
- (c) exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.

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## 12 Reinstatement of rights

Under law relating to Insolvency, a person may claim that a transaction (including a payment) in connection with the Secured Money is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) the Security Trustee is immediately entitled as against the Trustee to the rights in respect of the Secured Money to which it was entitled immediately before the transaction; and
- (b) on request from the Security Trustee, the Trustee agrees to do anything (including signing any document) to restore to the Security Trustee any Encumbrance (including this document) it held from the Trustee immediately before the transaction.

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## 13 Statutory powers and notices

### 13.1 Exclusion of PPSA provisions

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
  - (i) the Security Trustee need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
  - (ii) sections 142 and 143 are excluded;
- (b) for the purposes of section 115(7) of the PPSA, the Security Trustee need not comply with sections 132 and 137(3);
- (c) if the PPSA is amended after the date of this document to permit the Trustee and the Security Trustee to agree to not comply with or to exclude other provisions of the PPSA, the Security Trustee may notify the Trustee that any of these provisions is excluded, or that the Security Trustee need not comply with any of these provisions as notified to the Trustee by the Security Trustee; and
- (d) the Trustee agrees not to exercise its rights under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

### 13.2 Exercise of rights by Security Trustee

If the Security Trustee exercises a right, power or remedy in connection with this document, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Security Trustee states otherwise at the time of exercise. However, this clause 13.2 does not apply to a right, power or remedy which can only be exercised under the PPSA.

### 13.3 No notice required unless mandatory

To the extent the law permits, the Trustee waives:

- (a) its rights to receive any notice that is required by:
  - (i) any provision of the PPSA (including a notice of a verification statement); or

- (ii) any other law before a secured party or Receiver exercises a right, power or remedy; and
- (b) any time period that must otherwise lapse under any law before a Security Trustee or Receiver exercises a right, power or remedy.

If the law which requires a period of notice or a lapse of time to be given cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

However, nothing in this clause prohibits the Security Trustee or any Receiver from giving a notice under the PPSA or any other law.

---

## **14 Limitation of liability**

### **14.1 Limited recourse of Trustee**

Clause 18 (“Indemnity and limitation of liability”) of the Master Trust Deed applies to this document as if it were set out in full in this document with any necessary amendments to clause references, references to parties and references to applicable documents.

### **14.2 Limitation of liability of Security Trustee**

Clause 8 (“Security Trustee indemnity and limitation of liability”) of the Security Trust Deed applies to this document as if it were set out in full in this document with any necessary amendments to clause references, references to parties and references to applicable documents.

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## **15 General**

### **15.1 Counterparts**

This document may consist of a number of copies, each signed by one or more parties to the document. If so, the signed copies are treated as making up the one document.

### **15.2 Governing law and jurisdiction**

This document is governed by the law in force in Victoria. Each party submits to the non-exclusive jurisdiction of the courts of that place.

### **15.3 Serving documents**

Without preventing any other method of service, any document in an action in connection with this document may be served on a party by being delivered to or left at that party’s address for service of notices in accordance with clause 23 (“Notices and other communications”) of the Security Trust Deed.

### **15.4 GST**

Clause 26 (“GST”) of the Security Trust Deed applies to this document as if it were set out in full in this document, with corresponding changes to any clause references.

**EXECUTED** as a deed

# General Security Deed (Kingfisher Trust 2016-1)

## Signing page

DATED: 18 November 2016

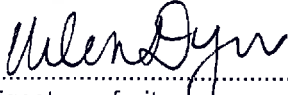
**SIGNED, SEALED AND DELIVERED**

by

and

as attorneys for **PERPETUAL CORPORATE TRUST LIMITED** in its capacity as trustee of the **Kingfisher Trust 2016-1** under power of attorney dated

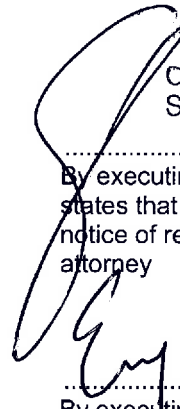
in the presence of:



Signature of witness

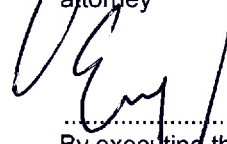
HELEN DYER

Name of witness (block letters)



Craig Cullen  
Senior Manager

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney



Eugene Tee  
Manager

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney


**SIGNED, SEALED AND DELIVERED**

by

and

as attorneys for **P.T. LIMITED** in its capacity as trustee of the **Kingfisher Trust 2016-1 Security Trust** under power of attorney dated

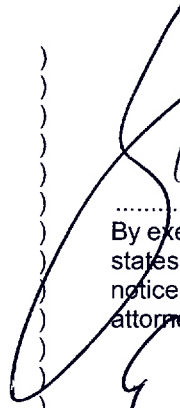
in the presence of:



Signature of witness

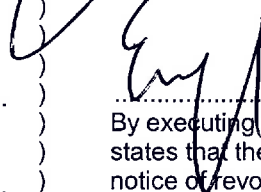
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