

# Think Tank Series 2019-1 Trust Standby Management Deed

Dated 25 October 2019

BNY Trust Company of Australia Limited (ABN 49 050 294 052) in its capacity as trustee of the Think Tank Series 2019-1 Trust ("**Trustee**")  
Think Tank Group Pty Ltd (ACN 117 819 084) ("**Trust Manager**")  
AMAL Asset Management Limited (ABN 31 065 914 918) ("**Standby Trust Manager**")

**King & Wood Mallesons**

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# Think Tank Series 2019-1 Trust Standby Management Deed

## Details

**Interpretation** – definitions are set out in clause 1 (“Definitions and Interpretation”)

<b>Parties</b>	<b>Trustee, Standby Trust Manager and Trust Manager</b>	
<b>Trustee</b>	Name	<b>BNY Trust Company of Australia Limited</b>
	ABN	49 050 294 052
	Capacity	as trustee of the Think Tank Series 2019-1 Trust
	Address	Level 2 1 Bligh Street Sydney NSW 2000
	Telephone	(02) 9260 6000
	Fax	(02) 9260 6009
	Attention	Global Client Services
<b>Trust Manager</b>	Name	<b>Think Tank Group Pty Ltd</b>
	ABN	75 117 819 084
	Address	Level 24 100 Miller Street North Sydney NSW 2060
	Facsimile	+61 2 8669 5599
	Attention	Director
<b>Standby Trust Manager</b>	Name	<b>AMAL Asset Management Limited</b>
	ABN	31 065 914 918
	Address	Level 9 9 Castlereagh Street Sydney NSW 2000
	Facsimile	(02) 9210 2700
	Attention	Chief Executive
<b>Governing law</b>	New South Wales	
<b>Date of deed</b>	See Signing page	

# General terms

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## 1 Definitions and interpretation

### 1.1 Terms defined in Master Trust Deed, Security Trust Deed, Management Deed and Issue Supplement

A term which has a defined meaning in the:

- (a) Master Trust Deed;
- (b) Security Trust Deed;
- (c) Management Deed; or
- (d) Issue Supplement,

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 prevails. If the definition of a term in the Security Trust Deed, the Master Trust Deed or the Management Deed is amended in the Issue Supplement, the definition in the Security Trust Deed, the Master Trust Deed or the Management Deed applies to the extent amended by the Issue Supplement.

In the event of any inconsistency between a definition in the Issue Supplement and a definition in the Security Trust Deed, the Master Trust Deed or the Management Deed, the definitions in the Issue Supplement will prevail.

A term defined in the Security Trust Deed, the Master Trust Deed or the Management Deed by reference to a Trust (as defined in the Security Trust Deed) 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:

**Appointment Date** has the meaning set out in clause 2.2 (“Standby Trust Manager to act as Trust Manager”).

**Issue Supplement** means the document entitled “Think Tank Series 2019-1 Trust - Issue Supplement” dated on or about the date of this document between the Trustee and others.

**Management Deed** means the document entitled “Think Tank Management Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

**Master Trust Deed** means the document entitled “Think Tank Master Trust Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

**Security Trust Deed** means the document entitled “Think Tank Master Security Trust Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

**Standby Trust Management Plan** means the plan agreed as such by the Trust Manager and the Standby Trust Manager (as may be amended, supplemented or replaced from time to time by agreement between the Trust Manager and the Standby Trust Manager).

**Trust** means the Think Tank Series 2019-1 Trust.

### 1.3 Other interpretation provisions

Clauses 1.2 (“References to certain general terms”) to 1.5 (“Schedules”) (inclusive) and clause 6.1 (“Awareness of certain events”) of the Security Trust Deed apply to this document.

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## 2 Appointment

### 2.1 Notice to Standby Trust Manager

Each of the Trustee and the Trust Manager (as applicable) agree to immediately notify the Standby Trust Manager if it becomes aware of the occurrence of any of the following events:

- (a) notice is provided by the Trustee under clause 7.2 (“Removal by Trustee”) of the Management Deed to remove the Trust Manager as manager of the Trust;
- (b) the Trust Manager is obliged under clause 7.3 (“Mandatory retirement”) of the Management Deed to retire as manager of Trust; or
- (c) notice is provided by the Trust Manager under clause 7.4 (“Voluntary retirement”) of the Management Deed to retire as manager of the Trust.

### 2.2 Standby Trust Manager to act as Trust Manager

Subject to clause 2.3 (“Appointment conditional”), if at any time the Trust Manager is removed or retires as manager of the Trust in accordance with clause 7 (“Change of Trust Manager”) of the Management Deed, the Standby Trust Manager agrees to act as manager of the Trust with effect from:

- (a) in the case of a removal under clause 7.2 (“Removal by Trustee”) of the Management Deed, the expiry of the relevant notice period under that clause 7.2;
- (b) in the case of a retirement under clause 7.3 (“Mandatory retirement”) of the Management Deed, on receipt of notice from either the Trustee or the Trust Manager under clause 2.1 (“Notice to Standby Trust Manager”); or
- (c) in the case of a retirement under clause 7.4 (“Voluntary retirement”) of the Management Deed, the expiry of the relevant notice period under that clause 7.4,

(the “**Appointment Date**”) until the earlier of:

- (i) the appointment of a replacement manager in respect of the Trust, who assumes all of the obligations of the Trust Manager under the Management Deed and the Transaction Documents; or

- (ii) the retirement or removal of the Standby Trust Manager in accordance with clause 10 (“Retirement and Removal of Standby Trust Manager”).

### **2.3 Appointment conditional**

The Standby Trust Manager is not obliged to act as manager of the Trust until it is notified in writing of the retirement or removal of the Trust Manager by the Trustee or the Trust Manager in accordance with clause 2.1 (“Notice to Standby Trust Manager”).

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## **3 Role**

### **3.1 Independent contractor**

It is acknowledged and agreed that the Standby Trust Manager is an independent contractor and not the agent of the Trustee in the exercise and performance of its duties under this document.

### **3.2 Excluded roles and duties**

The appointment as standby trust manager does not mean that the Standby Trust Manager:

- (a) is a trustee for the benefit of; or
- (b) is a partner of; or
- (c) has a fiduciary duty to, or other fiduciary relationship with, the Trustee or any other person.

### **3.3 Dealings with third parties**

The Standby Trust Manager must not:

- (a) expressly or by implication hold itself out as, or permit anyone else to hold it out as, an agent, a partner, officer or employee of the Trustee; or
- (b) do anything else which may lead any person to believe that it is an agent, a partner, officer or employee of the Trustee.

The Standby Trust Manager must ensure that none of its officers or employees does anything which the Standby Trust Manager is prohibited from doing under this clause.

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## **4 Duties**

### **4.1 Duties**

On and from the Appointment Date, the Standby Trust Manager agrees that it will comply with the Standby Trust Management Plan and it will assume all of the obligations and liabilities of the Trust Manager under the Management Deed and the Transaction Documents in respect of the Trust as if it were a party to those documents.

## **4.2 Standard of care**

The Standby Trust Manager agrees to exercise its rights and comply with its obligations under this document in good faith and using reasonable care.

## **4.3 Exoneration**

Despite any other provision of this document, the Standby Trust Manager is not responsible or liable to any person for any inability to perform, or any deficiency in performing, its duties and obligations under this document to the extent the Standby Trust Manager is unable to perform those duties and obligations:

- (a) due to the state of affairs of:
  - (i) the Trust Manager;
  - (ii) the books and records of the Trust Manager;
  - (iii) the business, data collection, storage or retrieval systems of the Trust Manager; or
  - (iv) the computer equipment or software of the Trust Manager,at the time of the removal or retirement of the Trust Manager under the Management Deed;
- (b) due to the inaccuracy, incompleteness or lack of currency of any data, information, documents or records on which it is entitled to rely under clause 4.4 ("Reliance on existing data"), unless the Standby Trust Manager is actually aware that such data, information, documents or records are incorrect or inaccurate; or
- (c) because the Standby Trust Manager, after using reasonable endeavours, is unable to obtain sufficient access to the Trust Manager's books and records, business, data collection, storage or retrieval systems or use or access the Trust Manager's computer equipment or software; or
- (d) because any person other than the Standby Trust Manager does not comply with its obligations under the Transaction Documents.

## **4.4 Reliance on existing data**

The Standby Trust Manager is entitled to rely conclusively on all data, information, documents and records:

- (a) provided to it by the Trust Manager;
- (b) contained in the Trust Manager's systems; or
- (c) generated by the Trust Manager's systems,

unless it becomes actually aware that such data, information, documents or records are incorrect or inaccurate.



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## 5 Representations, warranties and undertakings

### 5.1 Representations and warranties

Each party represents and warrants that in respect of itself only:

- (a) **(incorporation and existence)** it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted; and
- (b) **(power)** it has power to enter into the Transaction Documents to which it is a party and comply with its obligations under them; and
- (c) **(no contravention or exceeding power)** the Transaction Documents to which it is a party and the transactions under them do not contravene:
  - (i) its constituent documents (if any), or cause a limitation on its powers or, if applicable, the powers of its directors to be exceeded; or
  - (ii) any law or obligation by which it is bound or to which any of its assets are subject; and
- (d) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into the Transaction Documents to which it is a party, to exercise its rights and comply with its obligations under them and to allow them to be enforced; and
- (e) **(validity of obligations)** its obligations under the Transaction Documents to which it is a party are valid and binding, and are enforceable against it in accordance with their terms subject to any necessary stamping and registration requirements, and laws relating to insolvency and affecting creditors' rights generally; and
- (f) **(benefit)** it benefits by entering into the Transaction Documents to which it is a party; and
- (g) **(solvency)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable; and
- (h) **(not a trustee)** except in the case of the Trustee, it does not enter into any Transaction Documents as a trustee; and
- (i) **(no immunity)** it has no immunity from the jurisdiction of a court or from legal process.

### 5.2 Repetition of representations and warranties

The representations and warranties in this clause 5 ("Representations, warranties and undertakings") are taken to be also made (by reference to the then current circumstances) on:

- (a) each date on which financial accommodation is provided under the Transaction Documents to or at the request of the Trustee; and
- (b) each Payment Date.

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## **6 Indemnity**

Subject to clause 4.3 (“Exoneration”), the Standby Trust Manager indemnifies the Trustee against any Loss which the Trustee incurs directly or indirectly as a consequence of:

- (a) a representation or warranty given by it to the Trustee under this document being incorrect; or
- (b) a failure by the Standby Trust Manager to comply with its obligations under this document,

but excluding any such amounts which are due to the Trustee’s own negligence, fraud or wilful misconduct.

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## **7 Powers of Standby Trust Manager**

### **7.1 General Powers**

On and from the Appointment Date, the Standby Trust Manager shall have all the rights and powers of the Trust Manager under the Transaction Document which it may or may not exercise at its discretion.

### **7.2 Power to delegate**

The Standby Trust Manager may employ agents and attorneys and may delegate any of its rights and obligations in its capacity as Standby Trust Manager.

### **7.3 Duties when delegating**

The Standby Trust Manager agrees to exercise reasonable care in selecting delegates.

### **7.4 Responsibility for delegates**

The Standby Trust Manager is responsible for any loss arising due to any acts or omissions of any person appointed under clause 7.2 (“Power to delegate”) and for the payment of any fees of that person. The Standby Trust Manager remains responsible for its obligations under the Transaction Documents of the Trust notwithstanding any delegation by it.

### **7.5 Reliance on communications and opinions**

In relation to any Transaction Document, the Standby Trust Manager may rely:

- (a) on any communication or document it believes to be genuine and correct and to have been signed or sent by the appropriate person; and
- (b) as to legal, accounting, taxation or other professional matters, on opinions and statements of any legal, accounting, taxation or professional advisers used by it.

### **7.6 Dispute or ambiguity**

If there is any dispute or ambiguity in relation to any matter connected with the Transaction Documents, the Standby Trust Manager may (but need not) obtain and rely on advice from any person referred to in clause 7.5(b) (“Reliance on communications and opinions”).

As long as the Standby Trust Manager is using reasonable endeavours to resolve any dispute or ambiguity, the Standby Trust Manager may (but need not) refuse to do anything in relation to matters affected by the dispute or ambiguity.

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## **8 Fees**

The Trustee agrees to pay fees to the Standby Trust Manager in respect of the Trust. The fee is payable at the times and in the amounts set out in the Issue Supplement.

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## **9 Payments**

- (a) Despite any other provision of a Transaction Document, each party agrees to make payments (including by way of reimbursement):
- (i) on the due date (or, if that is not a Business Day, on the next Business Day); and
  - (ii) not later than close of business in the place for payment; and
  - (iii) in Australian dollars in immediately available funds; and
  - (iv) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless made for or on account of, or to ensure compliance with FATCA or required by law.

If a party directs the other party to pay a particular party or in a particular manner, the payer is taken to have satisfied its obligation to the payee by paying in accordance with the direction.

- (b) If a law requires a party to deduct an amount in respect of Taxes (including, without limitation, FATCA Withholding Tax) from a payment under this document such that the recipient would not actually receive on the due date the full amount provided for under this document, then the party required to make the payment agrees to:
- (i) deduct the amount for the Taxes; and
  - (ii) pay the amount deducted to the relevant authority in accordance with applicable law.

The party required to make the payment is not obliged to pay an amount to the recipient so as to result in it receiving a total amount equal to the amount it would have received but for the deduction.

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## **10 Retirement and Removal of Standby Trust Manager**

### **10.1 Retirement**

The Standby Trust Manager may retire as Standby Trust Manager (whether before or after the Appointment Date) by giving 90 days written notice to the Trustee and the Trust Manager.

## **10.2 Removal**

The Trustee may terminate the Standby Trust Manager's appointment as Standby Trust Manager (whether before or after the Appointment Date) by giving 90 days written notice to the Standby Trust Manager and the Trust Manager.

## **10.3 Costs of retirement or removal**

If the Standby Trust Manager:

- (a) retires under clause 10.1 ("Retirement"); or
- (b) is removed under clause 10.2 ("Removal") following the Standby Trust Manager becoming Insolvent, failing to comply with any of its obligations under this document or breaching any of the representations or warranties made by it under this document,

everything it is required to do under this clause 10 ("Retirement and Removal of Standby Trust Manager") is at the Standby Trust Manager's own expense.

If the Standby Trust Manager is removed under clause 10.2 ("Removal") (except as contemplated by paragraph (b) above), everything it is required to do under this clause 10 ("Retirement and Removal of Standby Trust Manager") is at the expense of the Trust.

## **10.4 Standby Trust Manager to deliver documents**

If the Standby Trust Manager retires or is removed as standby manager in respect of the Trust, it agrees to promptly deliver to the successor trust manager (or as the Trustee or Trust Manager may direct) all original documents in its possession relating to the Trust and any other documents and information in its possession relating to the Trust as are reasonably requested by the successor trust manager.

## **10.5 Further steps**

Without limiting clause 10.4 ("Standby Trust Manager to deliver documents"), if the Standby Trust Manager retires or is removed as manager of the Trust, it agrees, to do anything the successor standby trust manager reasonably asks (such as obtaining consents, and signing, producing and delivering documents including a retirement and appointment document) to give effect to the retirement or removal and the appointment of the successor standby trust manager.

## **10.6 Limit on disclosure obligations**

Despite any other provision in the Transaction Documents, the Standby Trust Manager is not obliged to disclose information or provide documents relating to any person if the Standby Trust Manager reasonably believes that to do so would constitute a breach of law or duty of confidentiality.

## **10.7 Notice to Designated Rating Agency**

The Trust Manager agrees to notify the Designated Rating Agency if the Standby Trust Manager retires or it is proposed that the Standby Trust Manager be removed or that a successor standby trust manager be appointed.

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# **11 Limited recourse**

Clause 18 ("Indemnity and limitation of liability") of the Master Trust Deed applies to the liability of the Trustee to the Standby Trust Manager and the Trust

Manager under this document as if it were set out in full in this document with any necessary amendments to clause references and references to applicable documents.

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## **12 Privacy**

### **12.1 Exchange of information**

Each party acknowledges that Personal Information may be exchanged between the parties under this document and the other Transaction Documents.

In this clause 12 ("Privacy"), "Provider" means a party disclosing Personal Information and "Recipient" means a party receiving Personal Information.

### **12.2 Consents and disclosures**

If Personal Information is exchanged between the parties, the Provider agrees to obtain the consents and make the disclosures required by Privacy Laws to ensure that:

- (a) it is able to disclose the Personal Information to the Recipient; and
- (b) the Recipient can collect the Personal Information, and use and disclose it as permitted under clause 12.3 ("Use and disclosure of Personal Information").

### **12.3 Use and disclosure of Personal Information**

If Personal Information is exchanged between the parties, the Recipient undertakes:

- (a) not to use any Personal Information it receives except in connection with exercising its rights or complying with its obligations under the Transaction Documents; and
- (b) not to disclose any Personal Information it receives except:
  - (i) in connection with exercising its rights or complying with its obligations under the Transaction Documents; or
  - (ii) as required or authorised by law.

### **12.4 Compliance with Privacy Laws, requests and directions**

Without limiting clauses 12.2 ("Consent and disclosures") and 12.3 ("Use and disclosure of Personal Information"), if Personal Information is exchanged between the parties, the Provider and the Recipient each undertake to comply with:

- (a) all Privacy Laws binding on the Provider in relation to that Personal Information; and
- (b) any request or direction made by the Privacy Commissioner in relation to that Personal Information which is not disallowed or withdrawn.

### **12.5 Notice of breach**

If a Provider or a Recipient becomes aware of a breach of this clause 12 ("Privacy"), or if a Recipient becomes aware that it is, or may be, required by law

to disclose Personal Information received from the Provider, it must immediately notify the other party.

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## **13 GST**

### **13.1 Construction**

For the purposes of this clause 13 ("GST"):

- (a) words and phrases which are not defined in this document but which have a defined meaning in GST Act have the same meaning when used in this clause 13 ("GST");
- (b) GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply; and
- (d) unless otherwise expressly stated in this document, all consideration to be provided under this document is exclusive of GST.

### **13.2 Payment of GST**

- (a) If GST is payable on a supply made under or in connection with this document, the party providing the consideration for the supply must pay to the supplier an additional amount equal to the GST payable on the supply ("**GST Amount**").
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply (as the case may be) is payable or is to be provided under this document.
- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse charge.

### **13.3 Adjustment event**

If an adjustment event arises for a supply made under or in connection with this document, the GST Amount must be recalculated to reflect that adjustment, the supplier or the recipient (as the case may be) must make any payments necessary to reflect the adjustment and the supplier must issue an adjustment note.

### **13.4 Reimbursements**

Any payment, reimbursement, indemnity or similar payment that is required to be made under this document which is calculated by reference to an amount paid by another party shall be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled. If the reduced payment is consideration for a taxable supply, clause 13.2 ("Payment of GST") will apply to the reduced payment.

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## **14 General**

### **14.1 Counterparts**

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

### **14.2 Governing law and jurisdiction**

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

### **14.3 Serving documents**

Without preventing any other method of service, any document in a court 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 of the Security Trust Deed ("Notices and other communications").

### **14.4 Rights and obligations**

The rights and obligations of the parties under this document end on the termination of this document. However, this does not affect any accrued rights or obligations of the parties under this document.

### **14.5 Waiver**

Any failure to exercise or delay by any party in exercising any right under the terms of this document shall not constitute a waiver of that right and any single or partial exercise of any right shall not preclude any further exercise of that or any other right.

### **14.6 Variation**

A provision of or a right created under this document may not be waived or varied except in writing signed by the party or parties to be bound.

### **14.7 Rights cumulative**

The rights and remedies provided in this document are cumulative and not exclusive of any rights or remedies provided by law independently of this document.

### **14.8 Consents**

The Standby Trust Manager agrees to comply with all conditions in any consent the Trustee gives in connection with this document. The Trustee may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this document expressly provides otherwise.

### **14.9 Discretion in exercising rights**

The Trustee may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless a Transaction Document expressly states otherwise.

**EXECUTED** as a deed

# Think Tank Series 2019-1 Trust Standby Management Deed

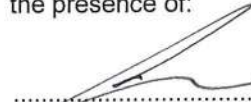
## Signing page

DATED: 25 October 2019

Trustee

SIGNED, SEALED AND DELIVERED )  
by )

as attorney for BNY TRUST )  
COMPANY OF AUSTRALIA LIMITED )  
in its capacity as trustee of the Think )  
Tank Series 2019-1 Trust under power )  
of attorney dated 1 September 2007 in )  
the presence of: )

  
..... )  
Signature of witness )

Ian S.Y. Lee )  
..... )  
Name of witness (block letters) )



Andrea Ruver  
Vice President

..... )  
By executing this document the )  
attorney states that the attorney has )  
received no notice of revocation of the )  
power of attorney )

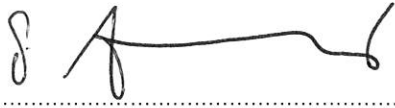


**Trust Manager**

EXECUTED by THINK TANK GROUP  
PTY LIMITED in accordance with  
section 127(1) of the *Corporations Act*  
2001 (Cth) by authority of its directors:

  
.....  
Signature of director

JONATHAN STREET  
.....  
Name of director (block letters)

  
.....  
Signature of ~~director~~/company secretary\*

Sean Anderson  
.....  
Name of ~~director~~/company secretary\*  
(block letters)  
\*delete whichever is not applicable

