

# Think Tank Master Servicing Deed

Dated *22 March* 2013

BNY Trust Company of Australia Limited (ABN 49 050 294 052)  
("Trustee")

Think Tank Group Pty Limited (ABN 75 117 819 084) ("Trust Manager"  
and ("Originator Servicer")

AMAL Asset Management Limited (ABN 31 065 914 918) ("Master  
Servicer")

**King & Wood Mallesons**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
[www.kwm.com](http://www.kwm.com)

# Think Tank Master Servicing Deed

## Contents

<b>Details</b>	<b>1</b>
<b>General terms</b>	<b>2</b>
<b>1 Definitions and interpretation</b>	<b>2</b>
1.1 Terms defined in Master Trust Deed and Security Trust Deed	2
1.2 Definitions	2
1.3 Other interpretation provisions	3
<b>2 Appointment and role</b>	<b>4</b>
2.1 Appointment	4
2.2 Independent contractor	4
2.3 Excluded roles and duties	4
2.4 Dealings with third parties	4
<b>3 Duties</b>	<b>4</b>
3.1 Duties	4
3.2 Standard of care	7
3.3 Exoneration	7
3.4 Servicing Guidelines	8
3.5 Special Servicing Guidelines	8
<b>4 Representations, warranties and undertakings</b>	<b>8</b>
4.1 Representations and warranties	8
4.2 Repetition of representations and warranties	9
4.3 Undertakings by the Master Servicer and the Originator Servicer	10
<b>5 Master Servicer Indemnity</b>	<b>10</b>
5.1 General	10
5.2 National Credit Code Indemnity	10
<b>6 Originator Servicer Indemnity</b>	<b>11</b>
6.1 General	11
6.2 National Credit Code Indemnity	11
<b>7 Delegation and reliance on advice</b>	<b>11</b>
7.1 Power to delegate	11
7.2 Duties when delegating	11
7.3 Responsibility for delegates	11
7.4 Reliance on communications and opinions	11
7.5 Dispute or ambiguity	12
<b>8 Dealing in different capacities</b>	<b>12</b>
<b>9 Fees and expenses</b>	<b>12</b>
9.1 Fees	12
9.2 Expenses	12

<b>10</b>	<b>Costs</b>	<b>12</b>
10.1	What the Trustee agrees to pay	12
10.2	Items included in loss, liability and Costs	13
<b>11</b>	<b>Payments</b>	<b>13</b>
<b>12</b>	<b>Change of Master Servicer</b>	<b>14</b>
12.1	Master Servicer Termination Event	14
12.2	Removal by Trustee	15
12.3	Mandatory retirement	15
12.4	Voluntary retirement	15
12.5	When retirement takes effect	15
12.6	Notice to Designated Rating Agency	15
12.7	Costs of retirement or removal	15
12.8	Master Servicer to deliver documents	15
12.9	Further steps	16
12.10	Discharge of further obligations	16
12.11	Limit on disclosure obligations	16
<b>13</b>	<b>Change of Originator Servicer</b>	<b>16</b>
13.1	Originator Servicer Termination Event	16
13.2	Removal by Trustee	17
13.3	Mandatory retirement	17
13.4	Voluntary retirement	17
13.5	When retirement takes effect	17
13.6	Notice to Designated Rating Agency	18
13.7	Costs of retirement or removal	18
13.8	Originator Servicer to deliver documents	18
13.9	Further steps	18
13.10	Discharge of further obligations	18
13.11	Limit on disclosure obligations	18
<b>14</b>	<b>Custodian – Master Servicer</b>	<b>19</b>
14.1	Standard	19
14.2	Trustee to co-operate with Master Servicer	19
<b>15</b>	<b>Custodian – Originator Servicer</b>	<b>19</b>
15.1	Standard	19
15.2	Trustee to co-operate with Originator Servicer	19
<b>16</b>	<b>Limited recourse</b>	<b>20</b>
<b>17</b>	<b>Privacy</b>	<b>20</b>
17.1	Exchange of information	20
17.2	Consents and disclosures	20
17.3	Use and disclosure of Personal Information	20
17.4	Compliance with Privacy Laws, requests and directions	20
17.5	Notice of breach	21
<b>18</b>	<b>GST</b>	<b>21</b>
18.1	Construction	21
18.2	Consideration GST exclusive	21
18.3	Payment of GST	21

18.4	Timing of GST payment	21
18.5	Tax Invoice	21
18.6	Adjustment event	21
18.7	Reimbursements	21
<b>19</b>	<b>AML/CTF</b>	<b>22</b>
19.1	Delegation	22
19.2	Undertakings by the Master Servicer and the Originator Servicer	22
19.3	Indemnity by the Master Servicer and the Originator Servicer	22
<b>20</b>	<b>General</b>	<b>23</b>
20.1	Variation by Issue Supplement	23
20.2	Counterparts	23
20.3	Governing law and jurisdiction	23
20.4	Serving documents	23
20.5	Power of attorney	23
20.6	Rights and obligations	24
20.7	Waiver	24
20.8	Variation	24
20.9	Rights cumulative	24
20.10	Consents	24
20.11	Discretion in exercising rights	24
	<b>Signing page</b>	<b>25</b>

# Think Tank Master Servicing Deed

## Details

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

<b>Parties</b>	<b>Trustee, Master Servicer, Trust Manager and Originator Servicer</b>	
<b>Trustee</b>	Name	<b>BNY Trust Company of Australia Limited</b>
	ABN	49 050 294 052
	Address	Level 2 35 Clarence Street Sydney NSW 2000
	Fax	+61 2 9551 5009
	Attention	Global Client Services
<b>Master Servicer</b>	Name	<b>AMAL Asset Management Limited</b>
	ABN	31 065 914 918
	Address	Level 6 9 Castlereagh Street Sydney NSW 2000
	Facsimile	(02) 9210 2700
	Attention	Chief Executive
<b>Trust Manager and Originator Servicer</b>	Name	<b>Think Tank Group Pty Limited</b>
	ABN	75 117 819 084
	Address	Suite 2, Level 10 65 Berry Street North Sydney NSW 2060
	Facsimile	+61 2 8669 5599
	Attention	Director
<b>Governing law</b>	New South Wales	
<b>Date of deed</b>	See Signing page	

NEW SOUTH WALES DUTY  
16-07-2013  
0007066075-004  
ORIGINAL  
NO DUTY PAYABLE

# Think Tank Master Servicing Deed

## General terms

---

### 1 Definitions and interpretation

#### 1.1 Terms defined in Master Trust Deed and Security Trust Deed

A term which has a defined meaning in the Master Trust Deed or the Security Trust Deed has the same meaning when used in this deed unless it is expressly defined in this deed, in which case the meaning in this deed prevails.

#### 1.2 Definitions

These meanings apply unless the contrary intention appears:

**AML/CTF Act** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

**AML/CTF Law** means the AML/CTF Act and any regulations, rules or other instruments made under the AML/CTF Act.

**AML/CTF Services** means the obligations delegated to the Master Servicer and the Originator Servicer by the Trustee under clause 19 ("AML/CTF").

**Australian Credit Licence** has the meaning given to that term in the NCCP.

**Collections** means, in respect of the Acquired Assets of a Trust, all amounts payable by the Obligors in respect of those Acquired Assets.

**Designated Acquired Assets** in relation to a Trust has the meaning set out in the Issue Supplement for that Trust.

**Insurance Policy** means, in respect of a Trust, any insurance policy relating to any Acquired Asset of that Trust (including any mortgage insurance policy and any insurance policy relating to the property the subject of an Acquired Asset).

**Licensee** means a holder of an Australian Credit Licence.

**Loss** means, in respect of a person, damage, loss, cost, expense or liability incurred by that person, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Master Servicer Termination Event** has the meaning set out in clause 12.1 ("Master Servicer Termination Event").

**Master Trust Deed** means the document entitled "Think Tank Master Trust Deed" dated on or about the date of this deed between the Trustee and others.

**National Consumer Credit Protection Laws** means each of

- (a) the NCCP;
- (b) the National Consumer Credit Protection (Fees) Act 2009 (Cth);
- (c) the National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009 (Cth);

- (d) any acts or any regulations made under or in respect of any of the acts set out in paragraphs (a) - (c) above (including the NCCP Regulations); and
- (e) Division 2 of Part 2 of the Australian Securities and Investments Commission Act 2001, so far as it relates to the obligations in respect of an Australian Credit Licence issued under the NCCP.

**NCCP** means the National Consumer Credit Protection Act 2009 (Cth) and the National Credit Code set out in schedule 1 of that Act.

**NCCP Regulations** means the National Consumer Credit Protection Regulations 2010.

**Obligor** means, in relation to an Acquired Asset, any person who is obliged to make payments either jointly or severally to the Seller or the Trustee (as applicable) in connection with that Acquired Asset.

**Originator Servicer Termination Event** has the meaning set out in clause 13.1 ("Originator Servicer Termination Event").

**Security Trust Deed** means the document entitled "Think Tank Master Security Trust Deed" dated on or about the date of this deed between the Trustee and others.

**Servicing Guidelines** means, in respect of a Trust, the guidelines relating to the servicing and collection procedures (including enforcement) as agreed by the Trust Manager and the Master Servicer and provided to the Trustee (as such guidelines may be amended by the Trust Manager and the Master Servicer from time to time in accordance with clause 3.4 ("Servicing Guidelines")).

**Special Services** means in respect of the Designated Acquired Assets of a Trust, the arrears administration, enforcement and other servicing functions described in the Special Servicing Guidelines for that Trust.

**Special Servicing Guidelines** means, in respect of a Trust, the guidelines relating to the servicing and collection procedures (including enforcement) as agreed by the Trust Manager and the Originator Servicer and provided to the Trustee (as such guidelines may be amended by the Trust Manager and the Originator Servicer from time to time in accordance with clause 3.5 ("Special Servicing Guidelines")).

**Title Documents**, in respect of a Trust, has the meaning set out in the Origination Deed for that Trust.

**Trust** means each Trust (as defined in the Security Trust Deed) but excluding any such Trust where the Issue Supplement for that Trust specifies that this deed does not apply in respect of that 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 deed.

---

## **2 Appointment and role**

### **2.1 Appointment**

- (a) The Trustee appoints the Master Servicer as the master servicer of the Acquired Assets of each Trust. The Master Servicer accepts its appointment.
- (b) The Trustee appoints the Originator Servicer as the originator servicer of the Designated Acquired Assets of each Trust. The Originator Servicer accepts its appointment.

### **2.2 Independent contractor**

Subject to clause 19 ("AML/CTF"), it is acknowledged and agreed that the Master Servicer and the Originator Servicer are each an independent contractor and not the agent of the Trustee in the exercise and performance of their duties under this deed.

### **2.3 Excluded roles and duties**

The appointment as master servicer and originator servicer (as applicable) does not mean that the Master Servicer or the Originator Servicer:

- (a) (subject to clause 3.1(f) ("Duties")) 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.

### **2.4 Dealings with third parties**

Each of the Master Servicer and the Originator Servicer 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.

Each of the Master Servicer and the Originator Servicer must ensure that none of its officers or employees does anything which the Master Servicer or the Originator Servicer (as applicable) is prohibited from doing under this clause.

---

## **3 Duties**

### **3.1 Duties**

Each of the Master Servicer and the Originator Servicer must in respect of each Trust:

- (a) comply with its obligations under the Transaction Documents of that Trust;
- (b) in the case of:



- (i) the Master Servicer, service the Acquired Assets of that Trust in accordance with the Servicing Guidelines for that Trust; and
  - (ii) the Originator Servicer, to perform the Special Services in respect of the Trust;
- (c) in the case of the Master Servicer only, give all notices and other documents required to be given under the relevant Servicing Guidelines to the relevant Obligor;
- (d) make all reasonable efforts to collect all Collections in respect of the Acquired Assets of that Trust (in the case of the Originator Servicer, only to the extent necessary to perform the Special Services in respect of the Trust);
- (e) remit all Collections received by it in respect of the Acquired Assets of that Trust to the relevant Collection Account within such period of time of receipt by it of such Collections as may be specified in the Issue Supplement for that Trust;
- (f) prior to remitting any Collections it receives in respect of the Acquired Assets of that Trust to the relevant Collection Account, hold those Collections on trust for the Trustee;
- (g) with respect to any Insurance Policy in respect of an Acquired Asset of that Trust:
- (i) make claims on behalf of the Trustee to the extent it is able to make a claim under the Insurance Policy (in the case of the Originator Servicer, only to the extent necessary to perform the Special Services in respect of the Trust);
  - (ii) not do anything which could reasonably be expected to adversely affect or limit the rights of the Trustee, under or in respect of the Insurance Policy; and
  - (iii) comply with all requirements and conditions of the Insurance Policy;
- (h) except as required by law, the Servicing Guidelines (in the case of the Master Servicer), the Special Servicing Guidelines (in the case of the Originator Servicer) or otherwise as contemplated by the Transaction Documents of that Trust, not create, attempt to create or consent to the creation of, any Encumbrance in respect of any Acquired Asset of that Trust;
- (i) maintain in full force and effect the authorisations necessary for it to enter into the Transaction Documents of the Trust to which it is a party, comply with its obligations under them and allow them to be enforced;
- (j) comply in all material respects with all applicable laws (including the National Credit Code if applicable) in exercising its rights and carrying out its obligations under the Transaction Documents of the Trust, including in connection with its dealings with Obligors;
- (k) ensure that its acts or omissions will not cause the Trustee to breach the requirements of the National Credit Code (to the extent applicable);
- (l) in the case of the Master Servicer only, prepare and give to the Trust Manager all reasonably necessary performance statistics and reports in respect of the Acquired Assets of that Trust;

- (m) in respect of any document or information in its possession or control relating to the Acquired Assets of that Trust:
  - (i) give any such document or information to the Trustee and the Trust Manager; and
  - (ii) allow the Trustee and the Trust Manager or its authorised agents to inspect copies of any such document or information during normal business hours and after the receipt of reasonable notice,  
as the Trustee or the Trust Manager may reasonably request;
- (n) in the case of the Master Servicer only, provide each Designated Rating Agency with complete, accurate and timely information in respect of the Acquired Assets of that Trust where reasonably required to do so;
- (o) in the case of:
  - (i) the Master Servicer, notify the Trustee and the Trust Manager if it becomes aware of:
    - (A) the occurrence of a Master Servicer Termination Event or an Event of Default in respect of that Trust; or
    - (B) the occurrence of any event which is likely to have a material adverse effect on the ability of the Master Servicer to perform its obligations under this deed in respect of that Trust,  
providing details of the relevant event or default; and
  - (ii) the Originator Servicer, notify the Trustee and the Trust Manager if it becomes aware of:
    - (A) the occurrence of an Originator Servicer Termination Event or an Event of Default in respect of that Trust; or
    - (B) the occurrence of any event which is likely to have a material adverse effect on the ability of the Originator Servicer to perform its obligations under this deed in respect of that Trust,  
providing details of the relevant event or default; and
- (p) in the case of:
  - (i) the Master Servicer, establish and maintain appropriate systems and procedures for monitoring:
    - (A) all transactions in relation to the Acquired Assets of that Trust; and
    - (B) the performance of its obligations under the Transaction Documents of the Trust to which it is a party; and
  - (ii) the Originator Servicer, establish and maintain appropriate systems and procedures for monitoring the performance of its obligations under the Transaction Documents of the Trust to which it is a party.

### 3.2 Standard of care

Each of the Master Servicer and the Originator Servicer agrees to exercise its rights and comply with its servicing obligations under the Transaction Documents of a Trust with the same degree of diligence and care expected of an appropriately qualified and prudent servicer of receivables similar to those receivables which constitute the Acquired Assets of that Trust.

### 3.3 Exoneration

Despite any other provision of this deed or any other Transaction Document of a Trust, neither the Master Servicer or the Originator Servicer is responsible or liable to any person:

- (a) because any person other than the Master Servicer or the Originator Servicer (as applicable) does not comply with its obligations under the Transaction Documents of a Trust; or
- (b) because of the fraud, negligence or wilful misconduct of the Trustee;
- (c) for the financial condition of any person other than the Master Servicer or the Originator Servicer (as applicable); or
- (d) because any statement, representation or warranty of any person other than the Master Servicer or the Originator Servicer (as applicable) in a Transaction Document of a Trust is incorrect or misleading; or
- (e) for the effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of the Transaction Documents of a Trust or any document signed or delivered in connection with the Transaction Documents (except to the extent such liability arises directly as a result of an act or omission of the Master Servicer or the Originator Servicer (as applicable) and provided that this paragraph (e) does not limit any representation or warranty given by the Master Servicer in any Transaction Document of a Trust as to the validity or enforceability of the Master Servicer's obligations or the Originator Servicer's obligations (as applicable) under the Transaction Documents of a Trust); or
- (f) for acting, or not acting, in good faith in reliance on:
  - (i) any communication or document that the Master Servicer or the Originator Servicer (as applicable) believes to be genuine and correct and to have been signed or sent by the appropriate person; or
  - (ii) any opinion or advice of any professional advisers used by it in relation to any legal, accounting, taxation or other matters; or
- (g) for the performance of any Acquired Asset or Authorised Investment; or
- (h) if it fails to do anything because it is prevented or hindered from doing it by law or order; or
- (i) for payments (except when made negligently) made by it in good faith to a fiscal authority in connection with Taxes (including Taxes assessed on the income of the Trust) or other charges in respect of the Trust even if the payment need not have been made; or
- (j) because of any error of law or any matter done or omitted to be done by it in good faith in the event of the liquidation or dissolution of a company; or

- (k) because of the exercise or non-exercise of a discretion under the Transaction Documents of a Trust on the part of the Master Servicer or any other party to the Transaction Documents.

However, this clause does not relieve the Master Servicer or the Originator Servicer (as applicable) from any of its responsibilities or liabilities to any person in connection with a Transaction Document to the extent that such Loss is caused by the Master Servicer's or Originator Servicer's (as applicable) fraud, negligence or material breach of its obligations under this deed.

### 3.4 Servicing Guidelines

- (a) The Master Servicer and the Trust Manager may amend the Servicing Guidelines from time to time.
- (b) The Trust Manager and the Master Servicer agree:
  - (i) not to amend the Servicing Guidelines in a manner which would:
    - (A) breach the National Credit Code (to the extent the National Credit Code applies to the Acquired Assets); or
    - (B) reasonably be expected to result in a Material Adverse Effect; and
  - (ii) upon request from time to time, to provide the Trustee with a copy of the latest version of the Servicing Guidelines.

### 3.5 Special Servicing Guidelines

- (a) The Originator Servicer and the Trust Manager may amend the Special Servicing Guidelines from time to time.
- (b) The Trust Manager and the Originator Servicer agree:
  - (i) not to amend the Special Servicing Guidelines in a manner which would:
    - (A) breach the National Credit Code (to the extent the National Credit Code applies to the Acquired Assets); or
    - (B) reasonably be expected to result in a Material Adverse Effect; and
  - (ii) upon request from time to time, to provide the Trustee with a copy of the latest version of the Special Servicing Guidelines.

---

## 4 Representations, warranties and undertakings

### 4.1 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:
  - (i) 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
  - (ii) carry on its business as it is now being conducted; 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 Master Servicer Termination Event)** (in the case of the Master Servicer only) no Master Servicer Termination Event continues unremedied which has not been notified to the Trust Manager and to the Trustee; and
- (j) **(no Originator Servicer Termination Event)** (in the case of the Originator Servicer only) no Originator Servicer Termination Event continues unremedied which has not been notified to the Trust Manager and to the Trustee; and
- (k) **(Licensee)** (in the case of the Master Servicer only) it is a Licensee; and
- (l) **(no immunity)** it has no immunity from the jurisdiction of a court or from legal process.

#### 4.2 Repetition of representations and warranties

The representations and warranties in this clause 4 ("Representations and warranties") are taken to be also made in respect of a Trust (by reference to the then current circumstances) on:

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

- (b) on each Payment Date of the Notes of the Trust.

#### **4.3 Undertakings by the Master Servicer and the Originator Servicer**

Each of the Master Servicer and the Originator Servicer undertakes:

- (a) to remain a Licensee and to notify each party if it ceases to be a Licensee;
- (b) not to breach any provision of the National Consumer Credit Protection Laws;
- (c) not to do anything that would cause the Trustee to breach any provision of the National Consumer Credit Protection Laws;
- (d) to comply with the requirements of any provisions of the National Consumer Credit Protection Laws in exercising its rights and performing its obligations under the Transaction Documents and in its dealings with Obligors respect of the Receivables;
- (e) to, where applicable, perform all relevant obligations and exercise all relevant rights of the Trustee as Credit Provider or a Special Purpose Funding Entity (as applicable) under and as defined in the National Consumer Credit Protection Laws in respect of the Receivables; and
- (f) to give notice to ASIC in the prescribed form that it is party to a Servicing Agreement, and any other notices that it is required to give as a result of it being a party to the Servicing Agreement.

---

## **5 Master Servicer Indemnity**

### **5.1 General**

Subject to clause 3.3 ("Exoneration"), the Master Servicer indemnifies the Trustee in respect of a Trust against Loss which the Trustee incurs directly as a consequence of:

- (a) a representation or warranty given by it to the Trustee under any Transaction Document of the Trust to which it is a party being incorrect;
- (b) a failure by the Master Servicer to comply with its obligations under this deed or any other Transaction Document of the Trust to which it is a party; or
- (c) a Master Servicer Termination Event in respect of the Trust.

### **5.2 National Credit Code Indemnity**

The Master Servicer indemnifies the Trustee in respect of a Trust against all Penalty Payments which the Trustee is required to pay personally or in its capacity as trustee of the Trust and arising as a result of the performance or non-performance by the Master Servicer of its obligations or the exercise of its powers under this deed in relation to that Trust, except to the extent that such Penalty Payments arise as a result of the fraud, negligence or wilful misconduct of the Trustee.

---

## **6 Originator Servicer Indemnity**

### **6.1 General**

Subject to clause 3.3 ("Exoneration"), the Originator Servicer indemnifies the Trustee in respect of a Trust against Loss which the Trustee incurs directly as a consequence of:

- (a) a representation or warranty given by it to the Trustee under any Transaction Document of the Trust to which it is a party being incorrect;
- (b) a failure by the Originator Servicer to comply with its obligations under this deed or any other Transaction Document of the Trust to which it is a party; or
- (c) an Originator Servicer Termination Event in respect of the Trust.

### **6.2 National Credit Code Indemnity**

The Originator Servicer indemnifies the Trustee in respect of a Trust against all Penalty Payments which the Trustee is required to pay personally or in its capacity as trustee of the Trust and arising as a result of the performance or non-performance by the Originator Servicer of its obligations or the exercise of its powers under this deed in relation to that Trust, except to the extent that such Penalty Payments arise as a result of the fraud, negligence or wilful misconduct of the Trustee.

---

## **7 Delegation and reliance on advice**

### **7.1 Power to delegate**

Each of the Master Servicer and the Originator Servicer may employ agents and attorneys and may delegate any of its rights and obligations in its capacity as master servicer or originator servicer (as applicable).

### **7.2 Duties when delegating**

Each of the Master Servicer and the Originator Servicer agrees to exercise reasonable care in selecting delegates.

### **7.3 Responsibility for delegates**

Each of the Master Servicer and the Originator Servicer is responsible for any loss arising due to any acts or omissions of any person appointed under clause 7.1 ("Power to delegate") and for the payment of any fees of that person. Each of the Master Servicer and the Originator Servicer remains responsible for its obligations under the Transaction Documents of a Trust notwithstanding any delegation by it.

### **7.4 Reliance on communications and opinions**

In relation to any Transaction Document of a Trust, each of the Master Servicer and the Originator Servicer 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.

## **7.5 Dispute or ambiguity**

If there is any dispute or ambiguity in relation to any matter connected with the Transaction Documents of a Trust, the Master Servicer or the Originator Servicer (as applicable) may (but need not) obtain and rely on advice from any person referred to in clause 7.4(b) ("Reliance on communications and opinions").

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

---

## **8 Dealing in different capacities**

Each of the Master Servicer and the Originator Servicer and any of its Related Entities may:

- (a) engage in any kind of banking, trust or other business with the Trustee or the Secured Creditors or any of their Related Entities; and
- (b) accept fees and other consideration from the Trustee or the Secured Creditors or any of their Related Entities for services in connection with the Transaction Documents or any other arrangement,

as if the Master Servicer were not the Master Servicer or as if the Originator Servicer were not the Originator Servicer (as applicable) and without having to account to the Trustee for any income they derive in doing so.

Each of the Master Servicer and the Originator Servicer and its Related Entities are released from any obligation they might otherwise have to the Trustee in relation to these matters.

---

## **9 Fees and expenses**

### **9.1 Fees**

The Trustee agrees to pay fees to the Master Servicer and the Originator Servicer in respect of each Trust. The fee payable in respect of each Trust is payable at the times and in the amounts set out in the Issue Supplement for the Trust.

### **9.2 Expenses**

Subject to clause 10 ("Costs"), each of the Master Servicer and the Originator Servicer must pay its own expenses incurred in connection with entering into and performing its obligations under the Transaction Documents.

---

## **10 Costs**

### **10.1 What the Trustee agrees to pay**

In respect of each Trust, the Trustee agrees to pay or reimburse the Master Servicer and the Originator Servicer for:



- (a) all reasonable Costs incurred by the Master Servicer or the Originator Servicer (as applicable) in connection with the enforcement and recovery of defaulted Acquired Assets of that Trust including Cost relating to any court proceedings, arbitration or other dispute; and
- (b) Taxes and fees (including registration fees) and fines and penalties in respect of fees paid, or that the Master Servicer or the Originator Servicer (as applicable) reasonably believes are payable, in connection with any Transaction Document of that Trust or a payment or receipt or any other transaction contemplated by any Transaction Document of that Trust. However, the Trustee need not pay a fine or penalty in connection with Taxes or fees to the extent that it has placed the Master Servicer or the Originator Servicer (as applicable) in sufficient cleared funds for the Master Servicer or the Originator Servicer (as applicable) to be able to pay the Taxes or fees by the due date.

The Trustee agrees to pay amounts due under this clause on demand from the Master Servicer or the Originator Servicer (as applicable) in accordance with the terms of the Issue Supplement for the relevant Trust.

The amounts referred to in this clause are not payable to the extent they are due to the Master Servicer's or the Originator Servicer's (as applicable) fraud, negligence or breach of obligation under this deed.

## 10.2 Items included in loss, liability and Costs

The Trustee agrees that:

- (a) the Costs referred to in clause 10.1 ("What the Trustee agrees to pay") include legal Costs in accordance with any written agreement as to legal costs (whether or not the Trustee is a party to that agreement) or, if no agreement, on whichever is the higher of a full indemnity basis or solicitor and own client basis; and
- (b) the Costs referred to in clause 10.1 ("What the Trustee agrees to pay") include those paid, or that the Master Servicer or the Originator Servicer (as applicable) reasonably believes are payable, to persons engaged by the Master Servicer or the Originator Servicer (as applicable) in connection with the Transaction Documents of the Trust (such as consultants or professional advisers appointed by it in accordance with clause 7.4 ("Reliance on communications and opinions")).

---

## 11 Payments

Despite any other provision of a Transaction Document, each party agrees to make payments (including by way of reimbursement):

- (a) on the due date (or, if that is not a Business Day, on the next Business Day); and
- (b) not later than close of business in the place for payment; and
- (c) in Australian dollars in immediately available funds; and
- (d) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless prohibited 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.

---

## 12 Change of Master Servicer

### 12.1 Master Servicer Termination Event

- (a) A Master Servicer Termination Event occurs in respect of a Trust if:
- (i) the Master Servicer does not pay any amount payable by it in respect of that Trust under any Transaction Document of that Trust on time and in the manner required under the relevant Transaction Document unless, in the case of a failure to pay on time, the Master Servicer pays the amount within 10 Business Days of the due date;
  - (ii) the Master Servicer:
    - (A) does not comply with any other material obligation under the Transaction Documents of that Trust; and
    - (B) if the non-compliance can be remedied, does not remedy the non-compliance within 45 days of the Master Servicer receiving a notice from the Trust Manager, the Trustee or the Security Trustee requiring its remedy (or such longer period as may be agreed between the Master Servicer and the Trustee);
  - (iii) any representation or warranty made by the Master Servicer in connection with the Transaction Documents of that Trust is incorrect or misleading when made, unless such failure is remedied to the satisfaction of the Trustee within 45 days of the Master Servicer receiving a notice from the Trust Manager, the Trustee or the Security requiring its remedy;
  - (iv) any other event occurs which is specified as a "Master Servicer Termination Event" in the Issue Supplement for that Trust.
- (b) The Trustee may agree to waive the occurrence of any event which would otherwise constitute a Master Servicer Termination Event in respect of a Trust:
- (i) while the Trust Manager is not the Master Servicer (or a Related Entity of the Master Servicer), at the direction of the Trust Manager; or
  - (ii) otherwise, at its own discretion,
- provided that (in the case of a Rated Trust) notification has been provided to each Designated Rating Agency of that Trust.
- (c) In determining whether to waive the occurrence of any event which would otherwise constitute a Master Servicer Termination Event in respect of a Trust:
- (i) the Trustee may rely on opinions and statements of any legal, accounting, taxation or other professional advisers as contemplated by clause 17.2 ("Trustee may rely on communications and opinions") of the Master Trust Deed; and
  - (ii) for the avoidance of doubt, clause 18.5(g) ("Exoneration") of the Master Trust Deed applies in respect of the reliance by the Trustee on any such opinion or statements.

## **12.2 Removal by Trustee**

The Trustee may remove the Master Servicer as master servicer of a Trust by giving the Master Servicer 90 days' notice. However, the Trustee may only give notice if at the time it gives the notice:

- (a) a Master Servicer Termination Event is continuing in respect of that Trust; and
- (b) if that Trust is a Rated Trust, each Designated Rating Agency of that Trust has been notified of the proposed removal of the Master Servicer.

## **12.3 Mandatory retirement**

The Master Servicer must retire as master servicer of a Trust:

- (a) if the Master Servicer becomes Insolvent; or
- (b) if required by law.

## **12.4 Voluntary retirement**

The Master Servicer may retire as master servicer of one or more Trust by giving the Trustee at least 90 days' (or such shorter period as the Master Servicer and the Trustee may agree) notice of its intention to do so.

## **12.5 When retirement takes effect**

The retirement or removal of the Master Servicer as master servicer of a Trust will only take effect once a successor Master Servicer is appointed for the Trust.

## **12.6 Notice to Designated Rating Agency**

For any Trust which has Rated Trust, the Trust Manager agrees to notify each Designated Rating Agency of that Trust if:

- (a) the Master Servicer retires as master servicer in respect of that Trust; or
- (b) it is proposed that the Master Servicer be removed as Master Servicer of that Trust or that a successor master servicer be appointed.

## **12.7 Costs of retirement or removal**

If the Master Servicer is removed or retires under this clause 12 ("Change of Master Servicer"), other than in the case of clause 12.3 ("Mandatory retirement"), everything it is required to do under this clause 12 ("Change of Master Servicer") is at the Master Servicer's own expense. If the Master Servicer retires under clause 12.3 ("Mandatory retirement"), costs are to be an expense of the relevant Trust.

## **12.8 Master Servicer to deliver documents**

If the Master Servicer retires or is removed as master servicer in respect of a Trust, it agrees to promptly deliver to the successor master servicer (or as the Trustee or Trust Manager may direct) all original documents in its possession relating to that Trust and the Trust Assets of that Trust and any other documents and information in its possession relating to that Trust and the Trust Assets of that Trust as are reasonably requested by the successor master servicer.

## 12.9 Further steps

Without limiting clause 12.8 ("Master Servicer to deliver documents"), if the Master Servicer retires or is removed as master servicer of a Trust, it agrees, to do anything the successor master servicer 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 master servicer.

## 12.10 Discharge of further obligations

When a successor master servicer is appointed as master servicer of a Trust in accordance with this deed, the retiring or removed Master Servicer is discharged from any further obligations under the Transaction Documents in respect of that Trust. However, this discharge does not affect any accrued rights or obligations.

## 12.11 Limit on disclosure obligations

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

---

# 13 Change of Originator Servicer

## 13.1 Originator Servicer Termination Event

- (a) An Originator Servicer Termination Event occurs in respect of a Trust if:
- (i) the Originator Servicer does not pay any amount payable by it in respect of that Trust under any Transaction Document of that Trust on time and in the manner required under the relevant Transaction Document unless, in the case of a failure to pay on time, the Originator Servicer pays the amount within 10 Business Days of the due date;
  - (ii) the Originator Servicer:
    - (A) does not comply with any other material obligation under the Transaction Documents of that Trust; and
    - (B) if the non-compliance can be remedied, does not remedy the non-compliance within 45 days of the Originator Servicer receiving a notice from the Trust Manager, the Trustee or the Security Trustee requiring its remedy (or such longer period as may be agreed between the Originator Servicer and the Trustee);
  - (iii) any representation or warranty made by the Originator Servicer in connection with the Transaction Documents of that Trust is incorrect or materially misleading when made, unless such failure is remedied to the satisfaction of the Trustee within 45 days of the Originator Servicer receiving a notice from the Trust Manager, the Trustee or the Security Trustee requiring its remedy; or
  - (iv) any other event occurs which is specified as a "Originator Servicer Termination Event" in the Issue Supplement for that Trust.

- (b) The Trustee may agree to waive the occurrence of any event which would otherwise constitute an Originator Servicer Termination Event in respect of a Trust:
  - (i) while the Trust Manager is not the Originator Servicer (or a Related Entity of the Originator Servicer), at the direction of the Trust Manager; or
  - (ii) otherwise, at its own discretion,

provided that (in the case of a Rated Trust) notification has been provided to each Designated Rating Agency of that Trust.
- (c) In determining whether to waive the occurrence of any event which would otherwise constitute an Originator Servicer Termination Event in respect of a Trust:
  - (i) the Trustee may rely on opinions and statements of any legal, accounting, taxation or other professional advisers as contemplated by clause 17.2 ("Trustee may rely on communications and opinions") of the Master Trust Deed; and
  - (ii) for the avoidance of doubt, clause 18.5(g) ("Exoneration") of the Master Trust Deed applies in respect of the reliance by the Trustee on any such opinion or statements.

### **13.2 Removal by Trustee**

The Trustee may remove the Originator Servicer as originator servicer of a Trust by giving the Originator Servicer 90 days' notice. However, the Trustee may only give notice if at the time it gives the notice:

- (a) if an Originator Servicer Termination Event is continuing in respect of that Trust; and
- (b) if that Trust is a Rated Trust, each Designated Rating Agency of that Trust has been notified of the proposed removal of the Originator Servicer.

### **13.3 Mandatory retirement**

The Originator Servicer must retire as originator servicer of a Trust:

- (a) the Originator Servicer becomes Insolvent; or
- (b) if required by law.

### **13.4 Voluntary retirement**

The Originator Servicer may retire as originator servicer of one or more Trusts by giving the Trustee at least 90 days' (or such shorter period as the Originator Servicer and the Trustee may agree) notice of its intention to do so.

### **13.5 When retirement takes effect**

The retirement or removal of the Originator Servicer as originator servicer of a Trust will only take effect once a successor Originator Servicer is appointed for the Trust.

### **13.6 Notice to Designated Rating Agency**

For any Trust which has Rated Trust, the Trust Manager agrees to notify each Designated Rating Agency of that Trust if:

- (a) the Originator Servicer retires as originator servicer in respect of that Trust; or
- (b) it is proposed that the Originator Servicer be removed as Originator Servicer of that Trust or that a successor originator servicer be appointed.

### **13.7 Costs of retirement or removal**

If the Originator Servicer is removed or retires under this clause 13 ("Change of Originator Servicer"), other than in the case of clause 13.3 ("Mandatory retirement"), everything it is required to do under this clause 13 ("Change of Originator Servicer") is at the Originator Servicer's own expense. If the Originator Servicer retires under clause 13.3 ("Mandatory retirement"), costs are to be an expense of the relevant Trust.

### **13.8 Originator Servicer to deliver documents**

If the Originator Servicer retires or is removed as originator servicer in respect of a Trust, it agrees to promptly deliver to the successor originator servicer (or as the Trustee or Trust Manager may direct) all original documents in its possession relating to that Trust and the Trust Assets of that Trust and any other documents and information in its possession relating to that Trust and the Trust Assets of that Trust as are reasonably requested by the successor originator servicer.

### **13.9 Further steps**

Without limiting clause 13.8 ("Originator Servicer to deliver documents"), if the Originator Servicer retires or is removed as originator servicer of a Trust, it agrees, to do anything the successor originator servicer 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 originator servicer.

### **13.10 Discharge of further obligations**

When a successor originator servicer is appointed as originator servicer of a Trust in accordance with this deed, the retiring or removed Originator Servicer is discharged from any further obligations under the Transaction Documents in respect of that Trust. However, this discharge does not affect any accrued rights or obligations.

### **13.11 Limit on disclosure obligations**

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

---

## **14 Custodian – Master Servicer**

### **14.1 Standard**

The Master Servicer must, in respect of each Title Document in respect of a Trust that it may receive from time to time on behalf of the Trustee pursuant to a Transaction Document of that Trust:

- (a) hold each such Title Document as custodian under this deed at the direction of the Trustee, in electronic form or otherwise
- (b) ensure that each such Title Document is capable of identification and is kept in a secure environment in accordance with the Master Servicer's standard safe-keeping practices (unless such Title Document is otherwise being dealt with by the Master Servicer in the ordinary course of its business, including in accordance with the Servicing Guidelines) and where scanned or in electronic form, are maintained on the Master Servicer's computer system; and
- (c) maintain a record of physical storage of such Title Document which is held by it in physical form.

### **14.2 Trustee to co-operate with Master Servicer**

If the Trustee holds any Title Document and if the Trustee receives from the Master Servicer a satisfactory undertaking, the Trustee must release to the Master Servicer from time to time such Title Documents as are reasonably required by the Master Servicer to perform its obligations as Master Servicer under this deed.

---

## **15 Custodian – Originator Servicer**

### **15.1 Standard**

The Originator Servicer must, in respect of each Title Document in respect of a Trust that it may receive from time to time on behalf of the Trustee pursuant to a Transaction Document of that Trust:

- (a) hold each such Title Document as custodian under this deed at the direction of the Trustee, in electronic form or otherwise
- (b) ensure that each such Title Document is capable of identification and is kept in a secure environment in accordance with the Originator Servicer's standard safe-keeping practices (unless such Title Document is otherwise being dealt with by the Originator Servicer in the ordinary course of its business, including in accordance with the Servicing Guidelines) and where scanned or in electronic form, are maintained on the Originator Servicer's computer system; and
- (c) maintain a record of physical storage of such Title Document which is held by it in physical form.

### **15.2 Trustee to co-operate with Originator Servicer**

If the Trustee holds any Title Document and if the Trustee receives from the Originator Servicer a satisfactory undertaking, the Trustee must release to the Originator Servicer from time to time such Title Documents as are reasonably required by the Originator Servicer to perform its obligations as Originator Servicer under this deed.

---

## **16 Limited recourse**

Clause 18 ("Indemnity and limitation of liability") of the Master Trust Deed applies to the liability of the Trustee to the Master Servicer and the Originator Servicer under this deed as if it were set out in full in this deed with any necessary amendments to clause references and references to applicable documents.

---

## **17 Privacy**

### **17.1 Exchange of information**

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

In this clause 17 ("Privacy"), "Provider" means a party disclosing Personal Information and "Recipient" means a party receiving Personal Information.

### **17.2 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 17.3 ("Use and disclosure of Personal Information").

### **17.3 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.

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

Without limiting clauses 17.2 ("Consent and disclosures") and 17.3 ("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.



## **17.5 Notice of breach**

If a Provider or a Recipient becomes aware of a breach of this clause 17 ("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.

---

## **18 GST**

### **18.1 Construction**

In this clause 18 ("GST"):

- (a) words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

### **18.2 Consideration GST exclusive**

Unless expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.

### **18.3 Payment of GST**

If GST is payable on any supply made under this document, for which the consideration is not expressly stated to include GST, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

### **18.4 Timing of GST payment**

The recipient will pay the amount referred to in clause 18.3 ("Payment of GST") in addition to and at the same time that the consideration for the supply is to be provided under this document.

### **18.5 Tax Invoice**

The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 18.3 ("Payment of GST"). The recipient can withhold payment of the amount until the supplier provides a tax invoice or adjustment note as appropriate.

### **18.6 Adjustment event**

If an adjustment event arises in respect of a taxable supply made by a supplier under this document, the amount payable by the recipient under clause 18.3 ("Payment of GST") will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

### **18.7 Reimbursements**

Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

---

## **19 AML/CTF**

### **19.1 Delegation**

The Trustee hereby delegates to the Master Servicer and the Originator Servicer, and the Master Servicer and the Originator Servicer hereby agrees to act as the agent of the Trustee in respect of, the Trustee's obligation to comply with AML/CTF Law to the extent applicable in relation to each Trust except to the extent that such delegation is contrary to any law (including AML/CTF Law).

### **19.2 Undertakings by the Master Servicer and the Originator Servicer**

The Master Servicer and the Originator Servicer must in respect of each Trust:

- (a) provide reports and information to the Trustee in connection with the Master Servicer and the Originator Servicer's obligations under this clause 19 as agreed between the Trustee and the Master Servicer and the Originator Servicer from time to time, including but not limited to an annual certificate confirming the Master Servicer and the Originator Servicer's compliance with AML/CTF Law by the Master Servicer and the Originator Servicer in respect of the Trust;
- (b) promptly notify the Trustee upon becoming aware of any fact or circumstance that could give rise to a liability under the AML/CTF Law for the Trustee in connection with its obligations under AML/CTF Law to the extent applicable in relation to the Trust and the Trust Assets of the Trust, including but not limited to any suspicious matter or threshold transaction of which it becomes aware.

### **19.3 Indemnity by the Master Servicer and the Originator Servicer**

The Master Servicer and the Originator Servicer indemnifies the Trustee, its directors, officers, employees and agents for any actual costs, damages, losses and expenses (including without limitation, any fines, penalties, legal costs charged at the usual commercial rates of the relevant legal services provider) incurred by the Trustee or such other persons arising directly from:

- (a) any breach by the Master Servicer and the Originator Servicer of its obligations or undertakings under this clause 19 (including any breach of the Master Servicer and the Originator Servicer arising from a breach by its officers, employees, agents or subcontractors);
- (b) the performance or non-performance of the AML/CTF Services by the Master Servicer and the Originator Servicer and any conduct, act or omission of the Master Servicer and the Originator Servicer in respect of the AML/CTF Services (including any such performance or non-performance, conduct, act or omission of its officers, employees, agents or subcontractors); and
- (c) any negligence, fraud, dishonesty or misconduct of the Master Servicer and the Originator Servicer in relation to the performance of the AML/CTF Services (including any negligence, fraud, dishonesty or

misconduct of its officers, employees, agents or subcontractors), except to the extent that any such costs, damages, losses and expenses arise:

- (i) from the Trustee's, or any of its director's, officer's or employee's fraud, negligence or wilful misconduct; or
- (ii) as a result of the Master Servicer and the Originator Servicer acting in accordance with the express instructions or directions of the Trustee or its directors, officers or employees.

---

## **20 General**

### **20.1 Variation by Issue Supplement**

The terms of this deed may be varied for any Trust by the Issue Supplement for that Trust provided that all parties to this deed are parties to that Issue Supplement. Any such variations apply to that Trust only and not to any other Trust.

### **20.2 Counterparts**

This deed 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.

### **20.3 Governing law and jurisdiction**

This deed 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.

### **20.4 Serving documents**

Without preventing any other method of service, any document in a court action in connection with this deed 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").

### **20.5 Power of attorney**

The Trustee appoints the Master Servicer and the Originator Servicer, jointly and severally, as its attorney. Each of the Master Servicer and the Originator Servicer may in the name and on behalf of the Trustee execute and delivery any document and do any acts and things which are considered necessary or desirable by the Master Servicer or the Originator Servicer (as applicable) for the servicing of the Acquired Assets of a Trust in accordance with the Transaction Documents for that Trust, including:

- (a) executing all documents necessary for the purpose of releasing or discharging any Acquired Assets of that Trust;
- (b) exercising its rights, powers and discretion under the Acquired Assets of that Trust including the right to grant extensions of maturity, to set any discretionary rates or margins and to waive rights,

provided that nothing in this clause 20.5 authorises the Master Servicer or the Originator Servicer to incur a liability on behalf of the Trustee for which the Trustee would not be entitled to be indemnified under clause 18.1 ("Indemnity") of the Master Trust Deed.

## **20.6 Rights and obligations**

The rights and obligations of the parties under this deed end on the termination of this deed in respect of each Trust. However, this does not affect any accrued rights or obligations of the parties under this deed.

## **20.7 Waiver**

Any failure to exercise or delay by any party in exercising any right under the terms of this deed 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.

## **20.8 Variation**

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

## **20.9 Rights cumulative**

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

## **20.10 Consents**

Each of the Master Servicer and the Originator Servicer agrees to comply with all conditions in any consent the Trustee gives in connection with this deed. The Trustee may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

## **20.11 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 Master Servicing Deed

## Signing page

DATED: 22 March 2013

**SIGNED, SEALED AND DELIVERED**  
by

~~and~~

as attorneys for **BNY TRUST  
COMPANY OF AUSTRALIA LIMITED**  
under power of attorney dated  
1 September 2007  
in the presence of:



Signature of witness

Alexandra Hunter

Name of witness (block letters)



Andrea Ruver  
Vice President

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

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

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

Signature of director

Name of director (block letters)

Signature of director/company  
secretary\*

\*delete whichever is not applicable

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

# Think Tank Master Servicing Deed

## Signing page

**DATED:** 2013

**SIGNED, SEALED AND DELIVERED**  
by

and

as attorneys for **BNY TRUST  
COMPANY OF AUSTRALIA LIMITED**  
under power of attorney dated

in the presence of:


.....  
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

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

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

  
.....  
Signature of director

*PETER KEARNS*  
.....  
Name of director (block letters)

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

\*delete whichever is not applicable

*JONATHAN STREET*  
.....  
Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

SIGNED, SEALED AND DELIVERED  
by

as attorney for **AMAL ASSET  
MANAGEMENT LIMITED** under power  
of attorney dated  
in the presence of:

*[Handwritten Signature]*  
.....  
Signature of witness-DIRECTOR

**KENT MCPHEE**  
.....  
Name of witness (block letters)  
DIRECTOR

*in accordance with  
section 127(1) of  
the Corporations  
Act 2001 (Cth)  
by authority of  
its directors:*

*[Handwritten Signature]*  
\_\_\_\_\_  
SIGNATURE OF DIRECTOR

**BRENDON WEIK**  
\_\_\_\_\_  
NAME OF DIRECTOR

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