

Liberty Series 2018-3 General Security Deed

Dated: 13 September 2018

Liberty Funding Pty Ltd (ACN 128 856 422) (in respect of the Liberty Series 2018-3) ("**Grantor**")
P.T. Limited (ABN 67 004 454 666) ("**Security Trustee**")

King & Wood Mallesons
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Ref: ILE

Liberty Series 2018-3 General Security Deed

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Liberty Series 2018-3 General Security Deed

Details

Parties	Grantor and Security Trustee	
Grantor	Name	Liberty Funding Pty Ltd
	ACN	128 856 422
	Capacity	in respect of the Liberty Series 2018-3
	Address	Level 16 535 Bourke Street MELBOURNE VIC 3000
	Telephone	(03) 8635 8888
	Fax	(03) 8635 9999
	Attention	Company Secretary
Security Trustee	Name	P.T. Limited
	ABN	67 004 454 666
	Address	Level 18 123 Pitt Street SYDNEY NSW 2000
	Telephone	(02) 9229 9000
	Attention	Manager, Securitisation
Governing law	New South Wales	
Date of deed	See Signing page	

Liberty Series 2018-3 General Security Deed

General Terms

1 Definitions and Interpretation

1.1 Incorporation of definitions

A term which has a defined meaning in the Master Security Trust Deed or the Issue Supplement 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. In the event of any inconsistency between a definition in the Master Security Trust Deed and a definition in the Issue Supplement, the definition in the Issue Supplement will prevail

A term defined in the Master Security Trust Deed by reference to a Series (as defined in the Master Security Trust Deed) will, when used in this deed, be taken to be defined by reference to the Series (as defined in this deed), unless the contrary intention appears.

1.2 Definitions

In this deed, unless the contrary intention appears:

Attorney means each attorney appointed by the Grantor under clause 11 ("Power of attorney").

Collateral means all Series Assets which the Grantor acquires or to which the Grantor becomes entitled on or after the date of this deed.

Control Event means:

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

- (i) a voluntary administrator, liquidator or provisional liquidator is appointed in respect of the Grantor or the winding up of the Grantor begins; or
- (ii) a Controller is appointed to any of the Grantor's property; or
- (iii) something having a substantially similar effect to paragraph (i) or (ii) happens under any law.

Depositee means the financial institution at which the Collection Account is opened.

Details means the section of this deed entitled "Details".

Grantor means the person so described in the Details.

Issue Supplement means the deed entitled "Liberty Series 2018-3 Issue Supplement" to be dated on or after the date of this deed between the Grantor and others.

Master Security Trust Deed means the document entitled "Liberty Funding Master Security Trust Deed" dated 18 April 2008 between the Grantor, Liberty Financial Pty Ltd and the Security Trustee.

Receiver includes a receiver or receiver and manager.

Revolving Asset means any Collateral:

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

Secured Money means all money which:

at any time;

for any reason or circumstance in connection with the Transaction Documents (including any transaction in connection with them);

whether under law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation); and

whether or not of a type within the contemplation of the parties at the date of this deed:

- (a) the Grantor is or may become actually or contingently liable to pay to any Secured Creditor; or

- (b) any Secured Creditor has advanced or paid on the Grantor's behalf or at the Grantor's express or implied request; or
- (c) any Secured Creditor is liable to pay by reason of any act or omission on the Grantor's part, or that any Secured Creditor has paid or advanced in protecting or maintaining the Collateral or any security interest in this deed following an act or omission on the Grantor's part; or
- (d) the Grantor would have been liable to pay any Secured Creditor but the amount remains unpaid by reason of the Grantor being Insolvent; or
- (e) are reasonably foreseeable as likely, after that time, to fall within any of the above paragraphs.

This definition applies:

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

Security Trustee means the person so described in the Details.

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

Series means the Liberty Series 2018-3.

1.3 General

Clauses 1.2 ("References to certain general terms") to 1.5 ("Capacity") and 6.1 ("Awareness of certain events") of the Master Security Trust Deed apply to this

deed. In addition, unless the contrary intention appears in this deed, the following applies:

- (a) a reference to “control” includes control as defined in the PPSA;
- (b) a reference to “possession” includes possession as defined in the PPSA;
- (c) a reference to “this security” means the security interests created by this deed.

1.4 Designation

This deed is the “Charge” for the Series.

1.5 Variations and replacements

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

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

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

2 Grantor must pay the Secured Money

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

3 Security

3.1 Security Interest

The Grantor grants a security interest in the Collateral to the Security Trustee for the purpose of securing payment of the Secured Money. This security interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a floating charge over Revolving Assets and a fixed charge over all other Collateral. The Grantor does this as absolute and beneficial owner.

3.2 Consideration

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

3.3 Mandatory action

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

3.4 Security Trust

For the purposes of clause 2.1 (“Declaration of Security Trust”) of the Master Security Trust Deed, the Security Trustee declares that it holds the sum of A\$10 and will hold the Security Trust Fund on trust from time to time for itself and for the persons who are Secured Creditors of the Series and will deal with the Security Trust Fund in accordance with the provisions of the Master Security Trust Deed and this deed.

The Security Trust which is established upon execution of this deed on the terms of the Master Security Trust Deed and this deed is a trust called the “Liberty Series 2018-3 Security Trust”.

4 Dealings with Collateral

4.1 Restricted dealings

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

- (a) create or allow another interest in any Collateral, other than any Permitted Encumbrance; or
- (b) sell, transfer or otherwise dispose of the Collateral or any interest in it; or
- (c) lease or licence the Collateral or any interest in it, or deal with any existing lease or licence (including allowing a surrender or variation); or
- (d) part with possession of the Collateral; or
- (e) waive any of the Grantor’s rights or release any person from its obligations in connection with the Collateral; or
- (f) assign or otherwise deal in any way with the Collateral or any interest in it, or allow any interest in it to arise or be varied.

4.2 Permitted dealings

The Grantor may do any of the following in the ordinary course of the Grantor’s ordinary business if it is expressly permitted to do so under a Transaction Document:

- (a) create or allow another interest in, or dispose or part with possession of, any Collateral which is a Revolving Asset; or
- (b) withdraw or transfer money from an account with a bank or other financial institution,

provided that nothing in this clause 4.2 allows the Grantor to create or allow to exist an Encumbrance over the Collateral without the consent of the Security Trustee.

4.3 Revolving Assets

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

- (a) that Collateral is not (and immediately ceases to be) a Revolving Asset;

- (b) any floating charge over that Collateral immediately operates as a fixed charge; and
- (c) the Grantor may no longer deal with the Collateral under clause 4.2 ("Permitted dealings").

4.4 Conversion to Revolving Assets

If any Collateral is not, or ceases to be, a Revolving Asset, and becomes subject to a fixed charge or transfer under this clause, the Security Trustee may give the Grantor a notice stating that, from a date specified in the notice, the Collateral specified in the notice is a Revolving Asset, or becomes subject to a floating charge or is transferred back to the Grantor. This may occur any number of times.

4.5 Inventory

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

4.6 Where the law allows for creation of Encumbrance without consent

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

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

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

5 Other Encumbrances

5.1 Priority agreement

If the Grantor creates or allows to exist an Encumbrance over the Collateral without the consent of the Security Trustee, then despite anything contained in this document, any Transaction Document or any other agreement in connection with the provision of the Secured Money:

- (a) the Grantor must immediately procure that; and
- (b) neither the Security Trustee nor any Secured Creditor need provide any further accommodation which would form part of the Secured Money until the Grantor procures that,

a priority agreement is entered into between the persons in whose favour such Encumbrance is created and the Security Trustee which provides for this security

to have priority over that Encumbrance. The Security Trustee's or any Secured Creditor's other rights which arise if the Grantor so creates or allows to exist an Encumbrance are not affected by this clause. The Grantor must provide the Manager with written notice of the creation or existence of the Encumbrance.

5.2 Amount secured by other Encumbrance

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

5.3 Obligations under other Encumbrance

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

5.4 Security Trustee may rely on third party certificates

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

6 Application of payments

6.1 Application of money

The Security Trustee must apply money it receives under this deed towards paying the Secured Money in accordance with the order of priority specified in the Issue Supplement or, if not specified in the Issue Supplement, then in the Master Security Trust Deed.

6.2 Suspense account

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

6.3 Credit from date of receipt

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

7 Default

7.1 Grantor to ensure no Event of Default

The Grantor agrees to ensure that there is no Event of Default.

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

7.2 Security Trustee's powers on default

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

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

7.3 Order of enforcement

The Security Trustee may (or, if directed to do so by an Extraordinary Resolution of Voting Secured Creditors, the Security Trustee must) enforce this security interest and its rights under this deed before it enforces other rights or remedies:

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

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

8 Receivers

8.1 Terms of appointment of Receiver

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

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

8.2 More than one Receiver

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

8.3 Receiver is Grantor's agent

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

8.4 Receiver's powers

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

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

9 Disposal of the Collateral is final

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

- (a) the Grantor will not challenge the acquirer's right to acquire the Collateral (including on the ground that the Security Trustee or the Receiver was not entitled to dispose of the Collateral or that the Grantor did not receive notice of the intended disposal) and the Grantor will not seek to reclaim that property; and
- (b) the person who acquires the Collateral need not check whether the Security Trustee or the Receiver has the right to dispose of the Collateral or whether the Security Trustee or the Receiver exercises that right properly.

10 Collection Account

10.1 Operation of Collection Account

The Grantor agrees that the Collection Account may only be operated by two signatories, being two Security Trustee Signatories only.

10.2 Notice to Deposittee after an Event of Default

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

- (a) need not enquire whether the Security Trustee is in fact entitled to give such a notice; and
- (b) is directed by the Grantor to act in accordance with the notice without reference to the Grantor.

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

11 Power of attorney

11.1 Appointment

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

11.2 Powers

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

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

12 Reinstatement of rights

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

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

13 Statutory powers and notices

13.1 Exclusion of PPSA provisions

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) the Security Trustee need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
 - (ii) sections 142 and 143 of the PPSA are excluded;

- (b) for the purposes of s115(7) of the PPSA, the Security Trustee need not comply with sections 132 and 137(3) of the PPSA;
- (c) if the PPSA is amended after the date of this deed to permit the Grantor and the Security Trustee to agree to exclude other provisions of the PPSA, the Security Trustee may notify the Grantor that the Security Trustee need not comply with any of those provisions as notified to the Grantor by the Security Trustee; and
- (d) the Grantor agrees not to exercise its rights under section 275 of the PPSA, or to authorise the disclosure of any information under that section.

13.2 No notice required unless mandatory

To the extent the law permits, the Grantor waives its rights to receive:

- (a) any notice required under any provision of the PPSA (including a notice of a verification statement); and
- (b) any notice, or lapse of time, that is required by any other law before a Security Trustee or Receiver exercises a right, power or remedy under this document.

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

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

14 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of any Transaction Document) except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed (including preparatory steps such as negotiating with any potential assignee of the Grantor's rights or other person who is considering contracting with the Grantor or a Receiver in connection with this deed); or
- (b) to officers, employees, legal and other advisers and auditors of the Grantor, the Security Trustee or a Receiver; or
- (c) to any Noteholder, any party to a Transaction Document or any Related Entity of any Noteholder or any party to a Transaction Document, provided the recipient agrees to act consistently with this clause 14; or
- (d) to the Designated Rating Agency, in accordance with the Transaction Documents; or
- (e) with the disclosing party's consent (not to be unreasonably withheld); or
- (f) any disclosure the disclosing party reasonably believes is required by any law or stock exchange (except that this paragraph does not permit the Security Trustee to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).

Each party consents to disclosures made in accordance with this clause 14.

15 General

15.1 Limitation of Liability and Notices

Each of:

- (a) clause 20 (“Limited recourse against Liberty Funding”) of the Master Security Trust Deed;
- (b) clause 8 (“Security Trustee indemnity and limitation of liability”) of the Master Security Trust Deed; and
- (c) clause 24 (“Notices and other communications”) of the Master Security Trust Deed,

is incorporated into this deed as if it was fully set out in this deed and any clause references in such clauses were to the corresponding incorporated clause and any other amendments which are necessary to give effect to the incorporated clauses in this deed.

15.2 Counterparts

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

15.3 Governing law and jurisdiction

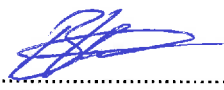
This deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

EXECUTED as a deed.

Liberty Series 2018-3 General Security Deed

Signing page

DATED: 13 September 2018

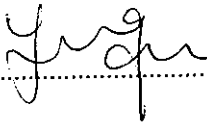
SIGNED, SEALED AND DELIVERED)
by Ian Edmonds-Wilson)
as attorney for **LIBERTY FUNDING**)
PTY LTD (in respect of the Liberty)
Series 2018-3) under power of attorney)
dated 30 August 2018 in the presence)
of:)
)
.....)
Signature of witness)
Bosch Kuo)
.....)
Name of witness (block letters))




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

SIGNED, SEALED AND DELIVERED
by

as attorney for **P.T. LIMITED** under
power of attorney dated 21 June 2017
in the presence of:

.....
Signature of witness 

.....
Name of witness (block letters) Ying Xu


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