

Latitude Australia Personal Loans Series 2020-1 Trust General Security Agreement

Dated 18 February 2020

Perpetual Corporate Trust Limited (ABN 99 000 341 533) in its capacity as trustee of the Latitude Australia Personal Loans Series 2020-1 Trust (**"Trustee"**)

P.T. Limited (ABN 67 004 454 666) in its capacity as trustee of the Latitude Australia Personal Loans Series 2020-1 Security Trust (**"Security Trustee"**)

KVD TM Pty Ltd (ABN 84 607 234 015) (**"Trust Manager"**)

King & Wood Mallesons

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Latitude Australia Personal Loans Series 2020-1 Trust General Security Agreement Contents

Details	1
General terms	3
1	Definitions and interpretation
1.1	Terms defined in Master Definitions and Construction Deed
1.2	Definitions
1.3	Other interpretation provisions
1.4	Designation
1.5	Limitation of liability of Trustee
1.6	Limitation of liability of Security Trustee
1.7	Variations and replacements
2	Security
2.1	Security interest
2.2	Consideration
2.3	Secured Money
3	Dealings - such as selling or granting other Security Interests
3.1	Restricted dealings with any of the Collateral
3.2	Permitted dealings
3.3	Revolving Assets
3.4	Conversion to Revolving Assets
3.5	Inventory
3.6	Where the law allows for creation of Security Interest without consent
4	Other Security Interests
4.1	Priority agreement
4.2	Amount secured by other Security Interest
4.3	Obligations under other Security Interest
4.4	Security Trustee may rely on third party certificates
5	Application of payments
5.1	Application of money
5.2	Suspense account
5.3	Credit from date of receipt
6	Default
6.1	Trustee to ensure no Event of Default
6.2	Security Trustee's powers on default
6.3	Order of enforcement
7	Receivers
7.1	Terms of appointment of Receiver
7.2	More than one Receiver
7.3	Receiver is Trustee's agent
7.4	Receiver's powers

8	Disposal of the Collateral is final	10
9	Bank Accounts	10
9.1	Nominated Signatories	10
9.2	Operation of Bank Accounts	10
9.3	Notice to Account Bank after an Event of Default	11
9.4	Collection of book and other debts after an Event of Default	11
10	Power of attorney	11
10.1	Appointment	11
10.2	Powers	12
11	Reinstatement of rights	12
12	Statutory powers and notices	12
12.1	Exclusion of PPSA provisions	12
12.2	Exercise of rights by Security Trustee	13
12.3	No notice required unless mandatory	13
13	General	13
13.1	Counterparts	13
13.2	Governing law and jurisdiction	13
13.3	Serving documents	13
	Signing page	14

Latitude Australia Personal Loans Series 2020-1 Trust General Security Agreement Details

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

Parties	Trustee, Trust Manager and Security Trustee	
Trustee	Name	Perpetual Corporate Trust Limited
	ABN	99 000 341 533
	Capacity	as trustee of the Latitude Australia Personal Loans Series 2020-1 Trust
	Address	Level 18 123 Pitt Street Sydney NSW 2000
	Email	SecuritisationsOps@perpetual.com.au
	Attention	Manager, Transaction Management Trust and Fund Services
Security Trustee	Name	P.T. Limited
	ABN	67 004 454 666
	Capacity	as trustee of the Latitude Australia Personal Loans Series 2020-1 Security Trust
	Address	Level 18 123 Pitt Street Sydney NSW 2000
	Email	SecuritisationsOps@perpetual.com.au
	Fax	(02) 8256 1424
	Attention	Manager, Transaction Management Trust and Fund Services

Trust Manager	Name	KVD TM Pty Ltd
	ABN	84 607 234 015
	Address	Level 4 800 Collins Street Docklands VIC 3008
	Email	securitisation@latitudefinancial.com
	Attention	Treasurer

Date of document See Signing page

Latitude Australia Personal Loans Series 2020-1 Trust General Security Agreement

General terms

1 Definitions and interpretation

1.1 Terms defined in Master Definitions and Construction Deed

A term which has a defined meaning in the Master Definitions and Construction Deed has the same meaning when used in this document unless it is expressly defined in this document, in which case the meaning in this document applies.

1.2 Definitions

These meanings apply unless the contrary intention appears:

Attorney means each attorney appointed by the Trustee under clause 10 (“*Power of attorney*”).

Collateral means all present and after acquired Trust Assets of the Trust.

Control Event means:

- (a) in respect of any Collateral that is, or would have been, a Revolving Asset:
 - (i) the Trustee breaches, or attempts to breach, clause 3.1 (“*Restricted dealings with any of the Collateral*”) 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) the Security Trustee gives a notice to the Trustee that the Collateral is not a Revolving Asset. (However, the Security Trustee may only give a notice if the Security Trustee reasonably considers that it is necessary to do so to protect the Security Trustee’s rights under this document or if an Event of Default is continuing); or
- (b) in respect of all Collateral that is or would have been a Revolving Asset:
 - (i) a voluntary administrator, liquidator or provisional liquidator is appointed in respect of the Trustee or the winding up of the Trustee begins; or
 - (ii) a Controller is appointed to any of the Trustee’s property; or
 - (iii) something having a substantially similar effect to paragraph (i) or (ii) happens under any law.

Details means the section of this document headed “Details”.

Master Definitions and Construction Deed means the deed entitled “Latitude Australia Personal Loans Series 2020-1 Trust Master Definitions and

Construction Deed" dated on or about the date of this document and signed by, among others, the parties to this document.

Nominated Signatory means a person nominated by the Security Trustee as a signatory to the Trustee Bank Accounts.

Revolving Asset means any Collateral:

- (a) which is:
 - (i) inventory;
 - (ii) a negotiable instrument;
 - (iii) book debts;
 - (iv) money (including money withdrawn or transferred to a third party from an account of the Trustee with a bank or other financial institution); or
 - (v) an Acquired Receivable of the Trust or any related Receivables Rights; and
- (b) in relation to which no Control Event has occurred, subject to clause 3.4 ("*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 document:

- (a) the Trustee is or may become actually or contingently liable to pay to any Secured Creditor of the Trust; or
- (b) any Secured Creditor of the Trust has advanced or paid on the Trustee's behalf or at the Trustee's express or implied request; or
- (c) any Secured Creditor of the Trust is liable to pay by reason of any act or omission on the Trustee's part, or that any Secured Creditor of the Trust has paid or advanced in protecting or maintaining the Collateral or any security interest in this document following an act or omission on the Trustee's part; or
- (d) the Trustee would have been liable to pay any Secured Creditor of the Trust but the amount remains unpaid by reason of an Insolvency Event in relation to the Trustee.

This definition applies:

- (i) irrespective of the capacity in which the Trustee or the Secured Creditor of the Trust became entitled to, or liable in respect of, the amount concerned;

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

Security Trustee means the person so described in the Details.

Trustee means the person so described in the Details.

1.3 Other interpretation provisions

Clause 1.2 (“References to certain general terms”) to clause 1.5 (“Capacity”) of the Master Definitions and Construction Deed and clause 6.1 (“Awareness of certain events”) of the Master Security Trust Deed apply to this document.

1.4 Designation

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

1.5 Limitation of liability of Trustee

Clause 2.1 (“Trustee”) of the Master Definitions and Construction Deed is incorporated into this document as if it were fully set out in this document and any clause references in such clauses were to the corresponding incorporated clause.

1.6 Limitation of liability of Security Trustee

Clause 8 (“Security Trustee’s limitation of liability”) of the Master Security Trust Deed is incorporated into this document as if it were fully set out in this document and any clause references in such clauses were to the corresponding incorporated clause.

1.7 Variations and replacements

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

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

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

2 Security

2.1 Security interest

The Trustee 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 Trustee does this as trustee of the Trust.

2.2 Consideration

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

2.3 Secured Money

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

3 Dealings - such as selling or granting other Security Interests

3.1 Restricted dealings with any of the Collateral

Unless the Trustee is expressly permitted to do so under the Transaction Documents or the Security Trustee (at the direction, by Extraordinary Resolution, of the Ruling Secured Creditors) consents, the Trustee may not, and may not agree, attempt or take any step to, do any of the following:

- (a) create or consent to another Security Interest over the Collateral other than any Permitted Security Interest; or
- (b) dispose of or part with possession of any Collateral.

3.2 Permitted dealings

The Trustee may do any of the following in the ordinary course of the Trustee's ordinary business and in accordance with the Transaction Documents:

- (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.

3.3 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; and
- (b) any floating charge over that Collateral immediately operates as a fixed charge; and
- (c) the Trustee may no longer deal with the Collateral under clause 3.2 ("*Permitted dealings*").

3.4 Conversion to Revolving Assets

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

3.5 Inventory

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

3.6 Where the law allows for creation of Security Interest without consent

If a law entitles the Trustee to create another Security Interest over the Collateral without the consent of the Security Trustee and that law cannot be excluded, this clause 3 ("*Dealings - such as selling or granting other Security Interests*") does not operate to require the Trustee to obtain the Security Trustee's consent before creating that other Security Interest. However:

- (a) if the Trustee intends to create another Security Interest, it agrees to notify the Security Trustee at least seven days before it proposes to do so; and
- (b) if the Security Trustee requests an agreement under clause 4.1 ("*Priority agreement*") and the Trustee has not complied with that request by the time the Security Interest 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.

4 Other Security Interests

4.1 Priority agreement

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

4.2 Amount secured by other Security Interest

The Trustee agrees to ensure that the amount secured under any other Security Interest (other than any Permitted Security Interest) over the Collateral is not increased without the Security Trustee's consent.

4.3 Obligations under other Security Interest

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

4.4 Security Trustee may rely on third party certificates

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

5 Application of payments

5.1 Application of money

The Security Trustee must apply money it receives under this document towards paying the Secured Money in accordance with the order of priority specified in the Cashflow Allocation Deed.

5.2 Suspense account

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

5.3 Credit from date of receipt

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

6 Default

6.1 Trustee to ensure no Event of Default

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

The Trustee is not liable in damages for breach of this clause 6.1 ("*Trustee to ensure no Event of Default*") (including where the breach is also a breach of another clause) and such breach will not of itself constitute fraud, negligence or wilful default of the Trustee. However, if the Trustee breaches this clause 6.1 ("*Trustee to ensure no Event of Default*"), the Security Trustee may exercise its

rights in relation to the Collateral under this document and at law. This does not limit the Trustee's other liabilities to the Security Trustee or any of the Security Trustee's other rights against the Trustee or in relation to the Collateral.

6.2 Security Trustee's powers on default

If an Event of Default in respect of the Trust is continuing, subject to the Master Security Trust Deed, the Security Trustee may (or, if directed to do so by an Extraordinary Resolution of the Ruling 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 secured party:

- (a) sue the Trustee for the Secured Money; and
- (b) appoint one or more Receivers to all or any part of the Collateral or its income; and
- (c) do anything that a Receiver could do under clause 7.4 ("*Receiver's powers*").

6.3 Order of enforcement

The Security Trustee may (at the direction of the Ruling Secured Creditors) enforce this security interest before it enforces other rights or remedies:

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

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

7 Receivers

7.1 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.

7.2 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.

7.3 Receiver is Trustee's agent

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

7.4 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.

8 Disposal of the Collateral is final

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

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

9 Bank Accounts

9.1 Nominated Signatories

The signatories to each Trustee Bank Account are to comprise the Nominated Signatories, and the persons nominated by the Trustee (which may include the Trustee). Subject to clause 9.2 ("*Operation of Bank Accounts*") and clause 9.3 ("*Notice to Account Bank after an Event of Default*"), the Trustee Bank Accounts may be operated by two signatories nominated by the Trustee only, without any requirement for signature by a Nominated Signatory. The Security Trustee agrees that each Nominated Signatory will be removed when there is no longer any Secured Money.

9.2 Operation of Bank Accounts

The Trustee agrees that:

- (a) at any time the Acquired Receivables or Receivable Rights are not, or cease to be Revolving Assets, the Trustee Collection Account may only be operated by two signatories, being:
 - (i) if no Event of Default has occurred, a signatory nominated by the Trustee together with a Nominated Signatory; or

- (ii) if an Event of Default has occurred, two Nominated Signatories only, without any requirement for signature by, or for, the Trustee;
- (b) if an Event of Default occurs, the Security Trustee may notify the Trustee that the Trustee is prohibited from making any withdrawals from the Trustee Collection Account.

9.3 Notice to Account Bank after an Event of Default

If an Event of Default has occurred, or if the Acquired Receivables of the Trust are not, or cease to be, Revolving Assets, the Security Trustee may give notice to the relevant Account Bank that the Trustee Bank Accounts may be operated by the signature only of two Nominated Signatories without any requirement for a signature by, or for, the Trustee. If this notice is given, the Trustee agrees that the Account Bank:

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

The Trustee acknowledges that any direction given under this clause 9.3 cannot be revoked or varied by the Trustee except with the consent of the Security Trustee.

9.4 Collection of book and other debts after an Event of Default

If an Event of Default has occurred or if the Acquired Receivables or related Receivables Rights are not, or ceases to be, a Revolving Asset, the Security Trustee may notify the Trustee that the Trustee is prohibited from collecting the Trustee's book and other debts which are Trust Assets and the Security Trustee intends to collect the Trustee's book and other debts which are Trust Assets.

If the Security Trustee gives notice under this clause 9.4, then the Trustee agrees to:

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

10 Power of attorney

10.1 Appointment

The Trustee irrevocably appoints the Security Trustee, each Authorised Officer of the Security Trustee, and each Receiver individually as the Trustee's attorney and agrees to ratify anything an Attorney does under clause 10.2 ("*Powers*").

10.2 Powers

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

- (a) do anything which the Trustee can lawfully authorise an attorney to do in connection with this document or the Collateral, or which the Attorney believes is expedient to give effect to any of the Security Trustee's or a Receiver's rights (these things may be done in the Trustee's name or the Attorney's name, and they include signing and delivering documents, transferring, selling or leasing the Collateral, transferring, selling or surrendering any lease, lodging or withdrawing caveats and starting, conducting and defending legal proceedings and sending any instructions, messages or communications by which the Collateral can be transferred or otherwise dealt with); 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.

11 Reinstatement of rights

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

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

12 Statutory powers and notices

12.1 Exclusion of PPSA provisions

To the extent the law permits:

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

- (d) the Trustee agrees not to exercise its rights to make any request of the Security Trustee under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

12.2 Exercise of rights by Security Trustee

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

12.3 No notice required unless mandatory

To the extent the law permits, the Trustee waives:

- (a) its rights to receive any notice that is required by:
 - (i) any provision of the PPSA (including a notice of a verification statement); or
 - (ii) any other law before a secured party or Receiver exercises a right, power or remedy; and
- (b) any time period that must otherwise lapse under any law before a secured party or Receiver exercises a right, power or remedy.

If the law which requires a period of notice or a lapse of time 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.

13 General

13.1 Counterparts

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

13.2 Governing law and jurisdiction

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

13.3 Serving documents

Without preventing any other method of service, any document in a court action in connection with this document may be served on a party by being delivered to or left at that party's address for service of notices in accordance with clause 3 ("*Notices and other communications*") of the Master Definitions and Construction Deed.

EXECUTED as a deed.

Latitude Australia Personal Loans Series 2020-1 Trust General Security Agreement Signing page

DATED: 18 February 2020

SIGNED, SEALED AND DELIVERED
by

and

as attorneys for **PERPETUAL
CORPORATE TRUST LIMITED** under
power of attorney dated 21 June 2017
in the presence of:



Signature of witness

MICHAEL SQUIRES

Name of witness (block letters)



Eugene Tee
Senior Transaction Manager

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

SIGNED, SEALED AND DELIVERED
by

and

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



Signature of witness

MICHAEL SQUIRES

Name of witness (block letters)



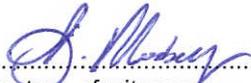
Eugene Tee
Senior Transaction Manager

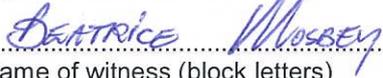
.....
By executing this deed the attorney
states that the attorney has received no
notice of revocation of the power of
attorney

SIGNED, SEALED AND DELIVERED)

by Gus Carfi)

as attorney for **KVD TM PTY LTD**)
under power of attorney dated 14)
February 2020)
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)