

Pepper Residential Securities Trust No. 28 - General Security Agreement

Dated 16 November 2020

Permanent Custodians Limited (ABN 55 001 426 384) ("**Trustee**")
BTA Institutional Services Australia Limited (ABN 48 002 916 396)
 ("**Security Trustee**")

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

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Pepper Residential Securities Trust No. 28 - General Security Agreement Details

Parties	Trustee and Security Trustee	
Trustee	Name	Permanent Custodians Limited
	ABN	55 001 426 384
	Capacity	as trustee of the Pepper Residential Securities Trust No. 28
	Address	Level 2 1 Bligh Street SYDNEY NSW 2000
	Fax	+61 2 9260 6009
	Attention	Global Client Services
Security Trustee	Name	BTA Institutional Services Australia Limited
	ABN	48 002 916 396
	Capacity	as trustee of the Pepper Residential Securities Security Trust No. 28
	Address	Level 2 1 Bligh Street SYDNEY NSW 2000
	Fax	+61 2 9260 6009
	Attention	Global Client Services
Date of document	See Signing page	

Pepper Residential Securities Trust No. 28 - General Security Agreement

General terms

1 Interpretation

1.1 Master General Security Terms

Clause 1 (“Interpretation”) to clause 12 (“Statutory powers and notices”) of the Master General Security Terms are incorporated in this document as if they were set out in full with any necessary amendments to clause references, references to parties and references to applicable documents.

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

1.2 Definitions

These meanings apply unless the contrary intention appears:

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

Master General Security Terms means the document entitled “Pepper Master General Security Terms” dated 20 February 2019 between the Trustee and the Security Trustee.

Security Trustee means the person so described in the Details.

Series Notice means the document entitled “Pepper Residential Securities Trust No. 28 – Series Notice” dated on or about the date of this document between the Trustee and others.

Trust means the Pepper Residential Securities Trust No. 28.

Trustee means the person so described in the Details.

Trust Manager means Pepper Group Pty Limited (ABN 55 094 317 665).

1.3 General Security Agreement

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

1.4 Designation

The initial Depositee in respect of the Trust is Commonwealth Bank of Australia.

2 Security

2.1 Security interest

- (a) The Trustee grants a security interest in the Collateral to the Security Trustee to secure payment of the Secured Money.

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

2.2 Consideration

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

2.3 Mandatory action

To the extent that any law requires that something must be done (such as obtaining consent) before the Trustee may validly grant a security interest in any of the Collateral, the security interest under clause 2.1 ("Security interest") only takes effect in relation to that Collateral when the thing required is done. Upon receiving a direction from the Trust Manager to do that thing, the Trustee agrees to use reasonable endeavours to ensure that it is done.

3 General

3.1 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.

3.2 Governing law and jurisdiction

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

3.3 Serving documents

Without preventing any other method of service, any document in an action in connection with this document may be served on a party by being delivered to or left at that party's address for service of notices in accordance with clause 26 of the Master Security Trust Deed ("Notices and other communications").

3.4 GST

Clause 27 ("GST") of the Master Security Trust Deed applies to this document as if it were set out in full in this document, with corresponding changes to any clause references.

EXECUTED as a deed

Pepper Residential Securities Trust No. 28 - General Security Agreement

Signing page

DATED: 16 November 2020

Trustee

SIGNED, SEALED AND DELIVERED)
by)

as attorney for PERMANENT)
CUSTODIANS LIMITED (in its)
capacity as trustee of the Pepper)
Residential Securities Trust No. 28))
under power of attorney dated 1)
September 2007 in the presence of:)



Signature of witness)

SHIRLEY ZHANG.

Name of witness (block letters))


Andrea Ruver
Vice President

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

Security Trustee

SIGNED, SEALED AND DELIVERED)
by)

as attorney for BTA INSTITUTIONAL)
SERVICES AUSTRALIA LIMITED (in)
its capacity as trustee of the Pepper)
Residential Securities Security Trust)
No. 28) under power of attorney dated)
1 September 2007 in the presence of:)



Signature of witness)

SHIRLEY ZHANG.

Name of witness (block letters))


Andrea Ruver
Vice President

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