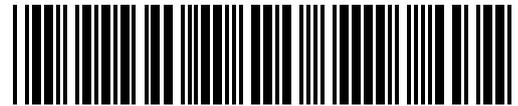




**Registration of a Charge**

Company Name: **INTEGRO INSURANCE BROKERS HOLDINGS LIMITED**

Company Number: **04016257**



XBUKE7MQ

Received for filing in Electronic Format on the: **05/01/2023**

**Details of Charge**

Date of creation: **21/12/2022**

Charge code: **0401 6257 0011**

Persons entitled: **GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LIMITED  
ACN 608 945 008**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **REED SMITH LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4016257

Charge code: 0401 6257 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2022 and created by INTEGRO INSURANCE BROKERS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2023 .

Given at Companies House, Cardiff on 6th January 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Execution version

# Specific Security Deed

Each person listed in Schedule 1

Each a Grantor

Global Loan Agency Services Australia Nominees Pty Limited  
Security Trustee

Clayton Utz  
Level 15 1 Bligh Street  
Sydney NSW 2000  
GPO Box 9806  
Sydney NSW 2001  
Tel +61 2 9353 4000  
Fax +61 2 8220 6700  
[www.claytonutz.com](http://www.claytonutz.com)

Our reference 15972/22661/21583/81022190

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# Specific Security Deed

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**Date**                    21 December 2022

**Parties**                Each person listed in Schedule 1 (each a **Grantor**)

**Global Loan Agency Services Australia Nominees Pty Limited ACN 608 945 008** as trustee of the AUB/Tysers Security Trust (**Security Trustee**)

## Operative provisions

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### 1. Definitions and interpretation

#### 1.1 Definitions

In this deed:

**Acquired Securities** means any shares, units or other Marketable Securities comprising the Collateral (or any of them) to which a Grantor becomes legally or beneficially entitled at any time after the date of this deed (whether or not those shares, units or other Marketable Securities comprising the Collateral (or any of them) are held for that Grantor by any other person).

**Certificate** means a certificate or other document evidencing title to a Security, Other Security or other Marketable Security.

**Collateral** means, in relation to a Grantor:

- (a) all Securities;
- (b) any Other Security; and
- (c) any proceeds (as defined in the PPSA) relating to the property referred to in paragraphs (a) and (b) of this definition,

in respect of which that Grantor has at any time sufficient rights to grant a security interest.

**Controller** has the meaning given in section 9 of the Corporations Act.

**Deal** means sell, convey, assign, transfer, lease, licence or otherwise dispose of, or part with possession of, make any bailment over, grant any option over or create or permit to exist any interest in, any part of the Collateral.

**Delegate** means any agent, attorney or other delegate appointed under this deed by the Security Trustee or by any receiver or receiver and manager appointed under this deed, and includes a reference to any officer, agent, attorney, contractor or employee of any of them.

**Encumbrance** means a "Security" as defined in the Security Trust Deed.

**Entity** means any corporation or other person, shares or other Marketable Securities of which form part of the Collateral.

**Insolvency Event** means any corporate action, legal proceeding or other procedure or step described in clause 27.6 (*Insolvency*) or clause 27.7 (*Insolvency proceedings*) of the Facility Agreement.

**Insolvency Provision** means any law relating to insolvency, sequestration, liquidation, winding up or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences and any law under which a liquidator or trustee may set aside or avoid transactions) and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

**Interest** means, in respect of a Relevant Entity, shares or units in that Relevant Entity.

**Issuer** means each issuer of Marketable Securities forming part of the Collateral.

**Marketable Securities** has the meaning given to "marketable securities" in section 9 of the Corporations Act but as if the reference to "managed investment scheme" included any unit trust which is not registered under the Corporations Act.

**Obligations** means all the liabilities and obligations of any Obligor to any Beneficiary under or by reason of any Secured Document and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;
- (b) are present, prospective or contingent;
- (c) arise from the making of any advance on or before the date of this deed or from any future advances;
- (d) are in existence before or come into existence on or after the date of this deed;
- (e) relate to the payment of money or the performance or omission of any act;
- (f) sound in damages only;
- (g) accrue as a result of any Event of Default; or
- (h) would exist but for an Insolvency Event affecting any person,

and irrespective of:

- (i) whether any Obligor is liable or obligated solely, jointly or jointly and severally with another person;
- (ii) the circumstances in which any Beneficiary comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this deed, including any assignment of any liability or obligation or of this deed; or
- (iii) the capacity in which any Obligor and any Beneficiary comes to owe or to be owed that liability or obligation.

**Other Security** means:

- (a) all of the present and future right, title and interest of a Grantor in:
  - (i) any dividend reinvestment scheme, bonus issue, rights issue, allotment, offer, benefit, privilege, note, stock, debenture or right to take up Marketable Securities in another corporation or other person;
  - (ii) any rights consequent on any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; or

- (iii) any rights consequent on a reduction of capital, liquidation or scheme of arrangement,

in any case, in respect of or in connection with any Securities; and

- (b) all entitlements, including dividends, distributions, proceeds and other amounts from time to time payable to or accruing to a Grantor in respect of any right, title or interest referred to in paragraph (a) of this definition.

**Permitted Security** has the meaning given in the Facility Agreement.

**PPS Register** means the Personal Property Securities Register established under the PPSA.

**Present Securities** means any shares, units or other Marketable Securities comprising the Collateral (or any of them) to which a Grantor is legally or beneficially entitled as at the date of this deed, including the Marketable Securities listed in Schedule 2.

**Receiver** means a receiver or receiver and manager appointed by the Security Trustee under this deed and, if more than one, then each of them and also any employee, contractor or Delegate of any receiver or receiver and manager.

**Relevant Entity** means, in respect of a Shareholders Agreement, any corporation or other person which is the issuer of interests to which that Shareholders Agreement relates.

**Right of Indemnity** means the rights of the trustee of a Trust to be fully indemnified and reimbursed out of Trust Assets for all liabilities incurred by it in its capacity as trustee of the Trust, including those incurred by it under the Secured Documents to which it is a party.

**Securities** means the Present Securities and the Acquired Securities.

**Security Trust Deed** means security trust deed dated 23 September 2022 between, among others, AUB Group Limited ACN 000 000 715 and the Security Trustee.

**Shareholders Agreement** means a shareholders agreement, shareholders deed, securityholders deed or other document between holders of Marketable Securities (however entitled) in respect of Marketable Securities issued by a corporation or other person or by a corporation and another person where Marketable Securities are held by a Grantor and one or more other persons.

**Transfer** means an undated transfer of a Marketable Security executed by a Grantor (or its nominee, if applicable) as transferor in registrable form but with the name of the transferee and the consideration left blank.

**Trust** means a trust in respect of which a Grantor is the trustee.

**Trust Assets** means, in respect of a Trust, all present and after acquired property, interests, rights and proceeds in respect of which a Grantor from time to time has sufficient rights to grant a security interest as trustee of the Trust.

## 1.2 Security Trust Deed

- (a) Unless otherwise defined, expressions used in this deed have the meanings given to them in or for the purposes of the Security Trust Deed.
- (b) This deed is a "Transaction Security Interest" for the purposes of the Security Trust Deed.

## 1.3 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) **"person"** includes an individual, the estate of an individual, a corporation, a Governmental Agency, an association or a joint venture and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substitute or an additional trustee;
- (d) a reference to a document (including any Secured Document) is to that document as varied, novated, ratified, replaced or restated from time to time, including for the avoidance of doubt any such variation, novation, ratification, replacement or restatement which has the effect directly or indirectly of increasing in any way the Secured Money;
- (e) a reference to a law includes any law, principle of equity, statute and official directive of any Governmental Agency and a reference to any legislation (including any statute) includes any rule, regulation, ordinance, by-law, statutory instrument, order or notice at any time made under that legislation and, in each case, any consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause or schedule is a reference to a party, clause or schedule to or of this deed and a reference to this deed includes all schedules to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) a reference to the Collateral or any other thing includes any part of it;
- (j) **"includes"** in any form is not a word of limitation;
- (k) an Event of Default or Default is **"continuing"** if it has occurred and is continuing under the terms of the Secured Document which sets out the Event of Default or Default. If the Secured Document does not specify when an Event of Default or Default is continuing, it is **"continuing"** if it has not been remedied or waived under the Secured Document;
- (l) a reference to "accounts" or "proceeds" includes, where the context permits, any accounts or proceeds as those terms are respectively defined in the PPSA;
- (m) each of the terms "ABN", "ARBN", "ARSN", "advance", "Attach", "future advance", "financing statement" and "financing change statement" have the meanings given to them in the PPSA;
- (n) where the day on or by which any sum is payable or any act, matter or thing is to be done is a day other than a Business Day, that sum will be paid or that act, matter or thing will be done on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not); and
- (o) if more than one person is identified as the Grantor, that expression refers to them, and the obligations of the Grantors under this deed bind them, jointly and severally.

## 1.4 Capacity of Grantor

- (a) A Grantor which is trustee of a Trust is liable under this deed in its personal capacity and in its capacity as trustee of the Trust.
- (b) In this deed:
  - (i) a reference to a Grantor which is trustee of a Trust is a reference to a Grantor in both its personal capacity and in its capacity as trustee of the Trust; and
  - (ii) a reference to the property, interests, rights and proceeds of a Grantor or to the business of a Grantor is a reference to the property, interests, rights and proceeds or business of a Grantor in either capacity referred to in clause 1.4(b)(i).

## 1.5 Limitation of liability of Security Trustee

The Security Trustee enters into this deed only in its capacity as trustee of the AUB/Tysers Security Trust created under Security Trust Deed. The parties acknowledge that the liability and responsibility of the Security Trustee under this deed, and recourse to the Security Trustee, is limited in the manner set out in the Security Trust Deed.

## 1.6 Security Trustee assumes no obligations

The Security Trustee will not be deemed by virtue of this deed to have assumed any obligation of any Grantor or any other Beneficiary under any law.

## 1.7 Financing exception agreement and acknowledgement

Where a Grantor is permitted under the terms of a Shareholders Agreement to grant an Encumbrance over its Interest in the Relevant Entity to a financier in circumstances where the Shareholders Agreement requires that the financier has agreed any one or more of the following:

- (a) that it will be bound by the restrictions but not entitled to the benefits of the Shareholders Agreement in relation to the Interest of the Grantor in that Relevant Entity which are subject to the Encumbrance;
- (b) that any disposal (including a Disposal (as defined in the Shareholders Agreement)) of all or any part of the Interest of the Grantor in that Relevant Entity which are subject to the Encumbrance may only be made in accordance with the Shareholders Agreement; or
- (c) that any Interest which is subject to the Encumbrance must be released from that Encumbrance to enable the closing of the transfer of that Interest following the giving of a Transfer Notice (as defined in the Shareholders Agreement),

then to the extent that the agreement of the financier is so required under the terms of the relevant Shareholders Agreement the Security Trustee hereby agrees and acknowledges that:

- (d) it will be bound by the restrictions but not entitled to the benefits of the Shareholders Agreement in relation to the Interest in that Relevant Entity which is charged under clause 2.1;
- (e) any disposal (including a Disposal (as defined in the Shareholders Agreement)) of all or any part of the Interest in that Relevant Entity which are charged under clause 2.1 may only be made in accordance with the Shareholders Agreement; and

- (f) any Interest which is charged under clause 2.1 will be released from that Encumbrance to enable the closing of the transfer of that Interest following the giving of a Transfer Notice (as defined in the Shareholders Agreement).

---

## **2. Security interest**

### **2.1 Creation**

- (a) Each Grantor grants a security interest in the Collateral to the Security Trustee to secure the satisfaction of the Obligations and the 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 fixed charge.
- (c) Each Grantor grants this security interest in respect of Collateral other than Trust Assets as beneficial owner.
- (d) Each Grantor which is a trustee of any Trust grants this security interest in respect of Collateral comprising Trust Assets as sole trustee of the Trust.

### **2.2 Priority**

- (a) This security interest will operate as a first ranking security subject only to any Encumbrances mandatorily preferred by law.
- (b) To the extent that any Trust Assets are charged or subject to a lien in favour of a Grantor to secure the Grantor's Rights of Indemnity, the Grantor acknowledges and agrees that that charge or lien will at all times and for all purposes be postponed to and rank after this deed. Nothing in this clause 2.2(b) prevents the Grantor from exercising its rights under the Grantor's Right of Indemnity at any time before the Security Trustee enforces the Security under this deed.

### **2.3 Certificates and Transfers**

- (a) Each Grantor must deposit:
- (i) all Certificates in respect of the Present Securities; and
- (ii) all Transfers (in form and number satisfactory to the Security Trustee acting reasonably) in respect of the Present Securities, with the name of the transferee, the consideration and the date left blank,
- with the Security Trustee or the Security Trustee's nominee on or prior to the date of this deed.
- (b) If a Grantor acquires any Acquired Securities it must promptly deposit with the Security Trustee or the Security Trustee's nominee:
- (i) all Certificates in respect of the Acquired Securities; and
- (ii) all Transfers (in form and number satisfactory to the Security Trustee acting reasonably) in respect of the Acquired Securities, with the name of the transferee, the consideration and the date left blank.
- (c) Each Grantor must deposit with the Security Trustee or the Security Trustee's nominee all certificates, transfers and other documents or agreements evidencing title to the Other Security that is sufficient to transfer all the Grantor's interest in the Other Security to the Security Trustee or the Security Trustee's nominee:

- (i) on the date of this deed; and
- (ii) in respect of the Other Security acquired after the date of this deed, promptly after such acquisition.

## 2.4 Conversion

While this deed is enforceable, the Security Trustee may procure itself (or its nominee) to be registered as the holder of the shares, units or other Marketable Securities comprising the Collateral (or any of them). To facilitate this, after this deed becomes enforceable, each Grantor:

- (a) irrevocably and unconditionally authorises the Security Trustee to date and complete any Transfers and lodge those Transfers for stamping and registration accompanied by, if certificated, the share or unit certificates relating to those Transfers; and
- (b) must, if the Security Trustee requires, use all reasonable endeavours to ensure that the Security Trustee (or its nominee) is registered as the holder of the shares, units or other Marketable Securities comprising the Collateral (or any of them).

## 2.5 Notice

The Security Trustee may at any time after the date of this deed notify any Entity or other person of its interest in the Collateral.

---

## 3. Dealing with the Collateral

### 3.1 Dealing restrictions

No Grantor will without the Security Trustee's prior written consent or unless doing so is not prohibited under the Facility Agreement:

- (a) **(No Encumbrances)** create, purport or attempt to create or permit to exist any Encumbrance over the Collateral;
- (b) **(No Dealing)** Deal with any part of the Collateral; or
- (c) **(Not to prejudice)** do, fail to do or consent to any act, omission or thing as a result of which the Collateral becomes or could become liable to surrender, forfeiture or cancellation in circumstances where such surrender, forfeiture or cancellation would have or would be reasonably likely to have a Material Adverse Effect (as defined in the Facility Agreement).

### 3.2 Cash distributions and benefits

At the written request of the Security Trustee, which may be made only at any time following the occurrence of an Event of Default and during the period it continues, each Grantor will pay to the Security Trustee, or as it directs in writing, the following:

- (a) **(Dividends)** all cash dividends;
- (b) **(Returns of capital)** all cash returns of capital;
- (c) **(Rights issues)** all proceeds from the disposal or relinquishment of rights; and
- (d) **(Options)** all proceeds in relation to options or other rights granted to a Grantor or granted by a Grantor,

in relation to any shares, units or other Marketable Security comprising the Collateral.

---

## 4. Representations and warranties

### 4.1 General representations and warranties

Each Grantor represents and warrants to the Security Trustee that:

- (a) **(Good right to grant)** it has good right to grant a security interest in the Collateral in the manner provided in this deed and the Collateral is free of all Encumbrances other than Permitted Security;
- (b) **(Income from Collateral)** no rents, profits, entitlements, money or other consideration, or any legal or beneficial right or interest in or any right to receive any rents, profits, entitlements, money or other consideration, whether in the nature of capital or income, and whether payable now or in the future under any lease or licence in relation to the Collateral, the business of any Grantor or otherwise derived from the Collateral, are the subject of an Encumbrance or a transaction of the type prohibited under clause 26.7 (*Negative pledge*) of the Facility Agreement, except as permitted under clause 26.7(c) (*Negative pledge*) of the Facility Agreement;
- (c) **(Present Securities)** Schedule 2 shows accurate details of all Marketable Securities owned by any Grantor as at the date of this deed; and
- (d) **(Fully paid up)** all Present Securities in existence as at the date of this deed are fully paid up and validly issued and all Acquired Securities and each Other Security will be fully paid up and validly issued at the time that it arises or comes into existence.

### 4.2 Representations and warranties repeated

Each representation and warranty in clause 4.1 (other than clause 4.1(c)) will be repeated on each date that any representations and warranties under the Facility Agreement are repeated, in each case, with reference to the facts and circumstances then subsisting.

---

## 5. General undertakings

### 5.1 Satisfaction of Obligations

Each Grantor will satisfy, or procure the satisfaction of, the Obligations and will pay the Secured Money in the manner provided in this deed or in any other Secured Document.

### 5.2 Events of Default

Each Grantor will ensure that no Event of Default occurs. Without affecting the liability of any Grantor or any Power in any other respect (including where a breach of this clause 5.2 is a breach of any other provision of any Secured Document), a Grantor is not liable in damages for a breach of its obligations under this clause 5.2 but the Security Trustee may exercise the Powers following any breach of this clause 5.2, where this deed has become enforceable.

### 5.3 Grantor details

Each Grantor will notify the Security Trustee before:

- (a) it changes its name or any Trust in respect of which it is trustee (if applicable) changes its name;

- (b) any ABN, ARBN or ARSN allocated to it or any Trust in respect of which it is trustee (if applicable) changes, is cancelled or ceases to apply it;
- (c) any ABN, ARBN or ARSN is allocated to it or any Trust in respect of which it is trustee (if applicable) where it did not previously have one; and
- (d) it becomes the trustee of any trust.

#### 5.4 Collateral generally

- (a) Each Grantor will:
  - (i) **(Protection of Collateral)** at the request of the Security Trustee take or defend all legal proceedings and effect all registrations that the Security Trustee, acting reasonably, considers necessary or desirable for the preservation, protection or recovery of the Collateral; and
  - (ii) **(Registration details)** promptly upon request by the Security Trustee, give the Security Trustee all information that the Security Trustee reasonably requires in order to ensure that any registration of the Encumbrances granted in clause 2 on the PPS Register or any other register that the Security Trustee chooses is, and remains, fully effective or perfected (or both), and that those Encumbrances have the priority contemplated by this deed.

#### 5.5 Collateral comprising the Securities

- (a) Each Grantor will:
  - (i) **(Voting entitlement)** at any time following the occurrence of an Event of Default and during the period it is continuing, not vote at any meeting of the members or creditors of any Entity in any way contrary to the directions of the Security Trustee (if any);
  - (ii) **(Additional securities and rights)** promptly notify the Security Trustee in writing if, after the date of this deed, it acquires any Marketable Securities or if it becomes entitled to any Other Securities and may (but is not obliged to), during the currency of this deed, exercise and take up its entitlements to each Marketable Security or Other Security which it is offered;
  - (iii) **(Pay calls)** duly and punctually pay all calls, premiums and instalments which may be or become payable in respect of the Collateral and duly and punctually pay all money which may become due or owing by that Grantor to any Entity on any account; and
  - (iv) **(No variation of rights)** not:
    - A. consent to or vote in favour of; or
    - B. permit any variation or abrogation of,

the rights and privileges attaching to any Marketable Securities forming part of the Collateral in any way which would or would be reasonably likely to adversely affect the value of the Marketable Securities forming part of the Collateral.
- (b) Each Grantor will take all steps necessary to ensure that the constitution of any Issuer which is a direct wholly-owned Subsidiary of the Grantor provides that:

- (i) the directors have no right to refuse to register a transfer of shares pursuant to the enforcement of that security interest; and
- (ii) in accordance with section 187 of the Corporations Act, its directors are authorised to act in accordance with the best interests of its Holding Company.

## 5.6 Indemnity against calls

If the Security Trustee or its nominee becomes the registered holder of any Marketable Securities forming part of the Collateral, the Grantors will indemnify and keep indemnified the Security Trustee against any money payable or other liability arising in relation to that Collateral except to the extent the money is payable or other liability arises directly from the fraud, gross negligence or wilful misconduct of the Security Trustee.

## 5.7 Prior Encumbrances

Each Grantor will duly and punctually pay all money secured by, and comply with all its obligations contained or implied in, every Encumbrance (if any) with priority over this deed. Nothing in this clause will affect the obligations imposed on the Grantors under clause 3.1.

## 5.8 Postponement or waiver of Encumbrances

If requested by the Security Trustee, each Grantor will promptly:

- (a) cause any Encumbrance (other than any Permitted Security which under the PPSA ranks in priority to this deed) which has arisen or which arises from time to time by operation of law over the Collateral in favour of any person to be postponed in all respects after and subject to this deed or to be otherwise discharged, released or terminated; and
- (b) unless it is not prohibited under the Facility Agreement, cause any financial liability or other obligation secured by any Encumbrance of the type referred to in clause 5.8(a), to be waived, released, paid or performed.

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## 6. Deed becomes enforceable

This deed becomes immediately enforceable if an Event of Default has occurred and is continuing. At any time after this deed has become enforceable, at the option of the Security Trustee and despite any delay or previous waiver of the right to exercise that option:

- (a) the Secured Money becomes immediately due and payable on demand from the Security Trustee;
- (b) all Powers not previously exercisable become exercisable; and
- (c) any right of a Grantor to Deal with the Collateral (other than through a Receiver appointed under this deed) immediately ceases.

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## 7. Receivers: appointment and Powers

### 7.1 Appointment of Receiver

If this deed has become enforceable, the Security Trustee may:

- (a) appoint any person or persons to be a receiver or receiver and manager of the Collateral;
- (b) terminate the appointment of any Receiver; and

- (c) in case of the removal, retirement or death of any Receiver, appoint another person or persons in the place of that Receiver.

## 7.2 Joint Receivers

If more than one person is appointed as a Receiver, the Security Trustee may at its option specify whether the appointment and the Powers of each appointee will be joint or joint and several. If no specification is made, the appointment and the Powers of each appointee will be joint and several.

## 7.3 Remuneration of Receiver

The Security Trustee may fix the rate of remuneration of each Receiver, which will not exceed the standard hourly rate from time to time charged by the firm of which that Receiver is a member for work of the level carried out by that Receiver.

## 7.4 Agent of Grantor

- (a) Each Receiver will be the agent of each Grantor. The relevant Grantor will be solely responsible for all acts and omissions by, and the remuneration of, each Receiver.
- (b) The Security Trustee will not be responsible for anything done or not done by the Receiver. The Receiver's remuneration and necessary expenses must be paid out of the Collateral in accordance with this deed.

## 7.5 Powers of Receiver

Without the need for any consent from any Grantor or any other person, each Receiver will have all of the following powers:

- (a) **(Section 420)** all of the powers granted to a receiver of property of a corporation under section 420 of the Corporations Act;
- (b) **(Dispose)** whether or not in possession, to dispose of the Collateral in such manner and on such terms as the Receiver thinks fit;
- (c) **(Transfer on sale)** execute transfers and assignments of the Collateral (including in the name of a Grantor), and do everything to complete any sale that the Receiver thinks necessary;
- (d) **(Register)** to register itself or its nominee as the holder of the Marketable Securities (or any of the Marketable Securities) comprising the Collateral;
- (e) **(Engage)** to engage consultants, contractors, professional advisors, agents and employees (including any person associated with a firm or company in which the Receiver is a member or in which the Receiver is interested and that person may charge for his or her services as if independently retained at a salary or remuneration determined by the Receiver) and the Receiver may act on any advice given by any person so engaged;
- (f) **(Take up entitlements)** to exercise all or any of the rights, privileges or entitlements conferred on or accruing to the registered holder of the Collateral in all respects as if it were the absolute beneficial owner of the Collateral, including to attend and vote at any meeting of the members or creditors of any Entity or of the holders of any Marketable Securities or class of Marketable Securities comprising the Collateral, to appoint attorneys and proxies, and to prove in any winding up or scheme of arrangement;

- (g) **(Take up issues)** to take up and accept any rights issues, bonus shares or other Marketable Securities of any Entity, and to pay any sum or sums of money necessary or expedient for the taking up of those rights, shares or other Marketable Securities, with any sum or sums paid being deemed to be and become part of the Secured Money and bearing interest accordingly;
- (h) **(Receive dividends)** to receive all dividends, interest, Income and other money payable on the Collateral and to apply any money so received towards satisfaction of the Secured Money without being liable to account for it;
- (i) **(Take proceedings)** to institute, conduct or defend any proceedings in law or bankruptcy and to submit to arbitration, mediation or conciliation, in the name of a Grantor or otherwise and on any terms, any proceeding, claim, question or dispute in connection with the Collateral or otherwise;
- (j) **(Compromise)** to make any settlement, arrangement or compromise regarding any action, proceeding or dispute arising in connection with the Collateral, to grant to any person involved time or other indulgence and to execute all related releases or discharges as the Receiver thinks expedient in the interests of any Beneficiary;
- (k) **(Appeal)** to appeal against or to enforce any judgment or order in respect of the Collateral;
- (l) **(Bankrupt debtors and wind up bodies corporate)** to make debtors bankrupt and to wind up bodies corporate and to do all things in connection with any bankruptcy or winding up which the Receiver thinks necessary for the recovery or protection of the Collateral or for the security or other benefit of any Beneficiary;
- (m) **(Delegate)** with the Security Trustee's prior approval, to delegate to any person, for any time, any of the Powers including this power of delegation;
- (n) **(File)** to file all certificates, registrations and other documents and to take any and all action on behalf of any Grantor which the Receiver believes is necessary to protect, preserve or improve any or all of the Collateral and the rights of any Grantor and the Security Trustee in respect of any agreement for sale and to obtain for the Beneficiaries all of the benefits of this deed and any other Secured Document;
- (o) **(Do all other things)** to do all things the law allows an owner of any interest in the Collateral, or any Controller of the Collateral, to do; and
- (p) **(Do all things as are expedient)** to do all other acts and things without limitation as the Receiver thinks expedient,

and any further powers as the Security Trustee confers on a Receiver by notice in writing to that Receiver.

## 7.6 Indemnity

The Security Trustee or any Beneficiaries may give any indemnities to any Receiver concerning the performance of that Receiver's duties as are permitted by law. If the Security Trustee or any Beneficiary is obliged to pay any money under any indemnity, that money will become part of the Secured Money.

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## 8. Security Trustee's Powers

### 8.1 Exercise of Power

If this deed has become enforceable, the Security Trustee may without notice and whether or not a Receiver has been appointed:

- (a) exercise all or any of the Powers conferred on a Receiver, or which would be conferred on a Receiver if appointed, as if those Powers had been expressly conferred on the Security Trustee;
- (b) exercise all other Powers; and
- (c) appoint an agent or agents (whether severally, jointly or jointly and severally) and delegate the Powers (or any of them) to the agent or agents (in which case clauses 7.1, 7.3, 7.6, 11.2, 11.3 and 11.4 will apply as if the agent or agents were each appointed as a Receiver).

### 8.2 Act jointly

The Security Trustee and each Receiver may exercise any of the Powers in conjunction with the exercise of similar powers by the holder of any other Encumbrance over the Collateral or by any receiver or receiver and manager appointed by that other holder and may enter into and give effect to agreements and arrangements with that other holder, receiver or receiver and manager as the Security Trustee or the relevant Receiver thinks fit.

### 8.3 Power of attorney

- (a) In consideration of the Security Trustee entering into the Secured Documents to which it is a party, each Grantor irrevocably appoints the Security Trustee and each of its directors, secretaries and attorneys and each Receiver, severally, as an attorney of that Grantor with power:
  - (i) at any time:
    - A. to do anything that the Security Trustee may reasonably require to enable it to perfect its Encumbrances under this deed by control over the Securities; and;
    - B. to appoint (and remove at will) at any time any person as a substitute for an attorney; and
  - (ii) after this deed has become enforceable:
    - A. to do all acts which ought to be done by that Grantor under any Secured Document;
    - B. to do all acts to exercise or give effect to any Power;
    - C. to demand, sue for, recover and receive the Collateral from any person, in the name of a Grantor or in the name of the Security Trustee, the relevant Receiver or any other attorney appointed under this clause 8.3; and
    - D. to take further action and to execute further instruments which are, or are in the opinion of the Security Trustee, the relevant Receiver or any other attorney appointed under this clause 8.3, necessary or desirable to secure more satisfactorily the performance of the Obligations or the

payment of the Secured Money or to sell or otherwise deal with the Collateral.

- (b) Each Grantor:
- (i) acknowledges that the appointment as attorney is given for valuable consideration;
  - (ii) agrees that each attorney may exercise powers under this power of attorney notwithstanding that the exercise may or will involve or result in a conflict between the duty of that attorney to that Grantor and either the interests of that attorney or a Related Party of that attorney or another duty of that attorney; and
  - (iii) ratifies and confirms now and for the future all actions undertaken by or on behalf of any attorney under this power of attorney, including any action which may or will involve or result in a conflict of the type referred to in clause 8.3(b)(ii) or in respect of which that attorney has a personal interest.

For the purposes of this clause 8.3(b) a **Related Party** of any attorney is any Affiliate of that attorney or, in the case of any attorney that is an individual, any person that is related to or has any personal or professional relationship, of any nature, with that attorney.

- (c) Each Grantor declares that this power of attorney will continue in force until all actions taken under it have been completed, despite the discharge of this deed.
- (d) Each Grantor will do anything requested by the Security Trustee, acting reasonably, to enable the Security Trustee to register this power of attorney in the manner and within any time limits prescribed by law to ensure the efficacy of this power of attorney.

#### 8.4 Security Trustee may make good any default

If a Grantor defaults in satisfying any of the Obligations, the Security Trustee may, without prejudice to any other Power, do all things and pay all money necessary or expedient in the opinion of the Security Trustee to make good or to attempt to make good that default to the satisfaction of the Security Trustee. A Grantor will take all steps which the Security Trustee, acting reasonably, requests to facilitate the exercise by the Security Trustee of its rights under this clause 8.4. The Security Trustee will not be a mortgagee or chargee in possession simply as a result of the exercise of its rights under this clause 8.4.

#### 8.5 Notice for exercise of Powers

- (a) The Powers may be exercised by the Security Trustee and any Receiver at any time after this deed has become enforceable, without any notice, demand or lapse of time being necessary unless required by a law which cannot be excluded.
- (b) Subject to clause 8.5(c), if required by any law which cannot be excluded, one day is fixed as the period for which:
  - (i) default must continue in the satisfaction of the whole or any part of the Obligations or in the payment of any part of the Secured Money before the Security Trustee may give any notice or demand as required by any law affecting the Powers; and
  - (ii) default in the satisfaction of the whole or any part of the Obligations or in the payment of any part of the Secured Money must continue after the giving of any notice or demand before any Power may be exercised.

- (c) If any law which cannot be excluded provides that a specific period of notice or lapse of time is mandatorily required before any Power may be exercised by the Security Trustee or any Receiver, that period of notice must be given or time must elapse before that Power may be exercised.

## **8.6 No request**

Each Grantor 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.

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## **9. Application of money**

### **9.1 Priority of payments**

All money received by the Security Trustee or by any Receiver as a result of the exercise of the Powers and all other proceeds of enforcement under this deed will be applied in the order specified in the Security Trust Deed.

### **9.2 Money received**

In applying any money towards satisfaction of the Secured Money in the manner contemplated by clause 9.1, the relevant Grantor will be credited only with as much of the money available for that purpose as is actually received by the Security Trustee or any Receiver and is not required to be disgorged. Any credit will date from the time of receipt.

### **9.3 Application of money**

The Security Trustee and each Receiver has an absolute discretion to apply any money received as a result of the exercise of any Power or which is the proceeds of enforcement of this deed (and which is to be applied in payment of the Secured Money) in reduction of any part or parts of the Secured Money, whenever and on whatever account it became secured, despite any principle or presumption of law to the contrary or any direction given at the time of receipt and without the need to communicate its election to any person.

### **9.4 Reliance on certificate**

In making any payment to the holder of any other Encumbrance as contemplated by clause 9.1, the Security Trustee and each Receiver may rely on a certificate from that holder as to the amount secured by the relevant Encumbrance and is not bound to inquire as to the accuracy of the certificate or whether the amount referred to is validly secured by the Encumbrance.

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## **10. Liability and release**

### **10.1 Continuing obligation**

This deed constitutes a continuing obligation regardless of any settlement of account, intervening payment, express or implied revocation or any other matter or thing.

### **10.2 Personal liability**

No grant of full or partial satisfaction of or discharge from this deed by the Security Trustee will, unless it expressly provides otherwise, release a Grantor from personal liability under this deed or under any other Secured Document until none of the Secured Money is owing (whether actually, contingently or prospectively) and it is not reasonably foreseeable that there could be any Secured Money owing in the future.

### 10.3 Grantor's liability not affected

The liability of each Grantor under this deed:

- (a) **(Absolute)** is absolute and is not subject to the execution of this deed by any other Grantor or any other Secured Document or any other document by any person or to the performance of any condition precedent or subsequent, including as between any Obligor and any Beneficiary or between any 2 or more Obligors;
- (b) **(Not Affected)** will not be affected by any act, omission, matter or thing that would otherwise operate by law to reduce or release any Grantor from its liability including any of the following:
  - (i) the occurrence or subsistence of any Event of Default;
  - (ii) the receipt by any Beneficiary of any payment, dividend or distribution under any Insolvency Provision in relation to any Obligor;
  - (iii) any Secured Document, or any payment or other act the making or doing of which would otherwise have formed part of the Obligations, being, becoming or being conceded to be illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future, including as a result of any:
    - A. law;
    - B. act or omission by any person;
    - C. legal limitation, disability or incapacity of any Obligor;
    - D. improper exercise of a Power;
    - E. Power being suspended or postponed by statute, any court order or otherwise; or
    - F. Insolvency Provision;
  - (iv) any Beneficiary accepting the benefit of any other Encumbrance;
  - (v) any Beneficiary granting time, waiver or other indulgence or concession to, or making any composition or compromise with, any Obligor;
  - (vi) any Beneficiary forbearing or neglecting to exercise any remedy or right it has for the enforcement of any Secured Document or any of the Obligations (other than an express waiver granted in favour of the relevant Grantor in respect of its liabilities under this deed);
  - (vii) any laches, acquiescence or other act, neglect, default, omission or mistake by any Beneficiary;
  - (viii) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by any Beneficiary or any Obligor of any Secured Document or any of the Obligations (other than an express release or discharge of any Grantor from all of its liabilities under this deed);
  - (ix) any variation to any Secured Document or any of the Obligations, whether or not the variation is substantial or material or imposes an additional liability on or is onerous on any Obligor;

- (x) the full, partial or conditional release or discharge by any Beneficiary, or by operation of law or otherwise, of any person from any Secured Document or any of the Obligations (other than an express release or discharge of any Grantor from all of its liabilities under this deed);
- (xi) the release of any property from any other Encumbrance, or the substitution of any property in place of any other property now or after the date of this deed the subject of any other Encumbrance;
- (xii) any Beneficiary wasting, destroying, abandoning, prejudicing or not perfecting, maintaining, preserving, enforcing or realising or not properly enforcing or realising any other Encumbrance;
- (xiii) the failure to perfect or to obtain the benefit, or the loss or impairment, of any other Encumbrance by operation of law or otherwise;
- (xiv) the postponement or loss of the priority attaching to any other Encumbrance;
- (xv) the opening or operation of any new account with any Beneficiary by any Obligor;
- (xvi) the transfer or assignment of the benefit of any Finance Document (as defined in the Facility Agreement) or of any of the Obligations;
- (xvii) any failure by any Beneficiary to disclose to any Grantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, any Beneficiary relating to or affecting any Obligor at any time before or during the currency of any Secured Document, whether prejudicial or not to the rights and liabilities of any Grantor and whether or not any Beneficiary was under any duty of disclosure; or
- (xviii) any Beneficiary entering into a covenant with any other Obligor not to sue, issue process, sign or execute judgment, commence proceedings for bankruptcy or winding up, participate in any scheme of arrangement or reconstruction, prove in any bankruptcy or winding up or do any other act, matter or thing in respect of the liability of any other Obligor.

## 10.4 Insolvency

- (a) No Grantor may:
  - (i) institute any proceedings against any other Obligor or make or join in making any application to any court for an administration, winding up, receivership or other similar order to be made in relation to any other Obligor; or
  - (ii) except as contemplated by clause 10.4(b), lodge any proof of debt or similar claim under any Insolvency Provision in relation to an Obligor in competition with any Beneficiary.
- (b) Each Grantor irrevocably appoints the Security Trustee as its attorney to prove in the insolvency of any other Obligor for all money to which the relevant Grantor may be entitled from that Obligor. Each Grantor acknowledges that the Security Trustee may, subject to the terms of this deed, retain any money which the Security Trustee may receive from any proof on account of the Secured Money.

## 10.5 Waiver of rights

No Grantor may:

- (a) exercise any right of contribution, indemnity or subrogation which it might otherwise be entitled to claim and enforce against any other Obligor and irrevocably waives all of those rights of contribution, indemnity or subrogation it may have;
- (b) accept the benefit of any Encumbrance as security for any obligation which any other Obligor owes to the relevant Grantor; or
- (c) raise any defence, right of set-off or counterclaim in reduction or discharge of its obligations under this deed.

## 10.6 Obligor

For the purposes of clauses 10.3, 10.4 and 10.5, the expression "Obligor" will include any person from whom a Grantor may become entitled (by reason of its making a payment to a Beneficiary) to claim any right of contribution or indemnity.

## 10.7 Claim on Grantor

If this deed has become enforceable, the Security Trustee is not required to:

- (a) make any claim or demand on any other Obligor or any other person;
- (b) enforce any other Secured Document or other Encumbrance; or
- (c) enforce any other Power,

in any case, before making any demand on any Grantor under this deed or otherwise enforcing this deed.

## 10.8 Release of Collateral

The Security Trustee must, at the request of a Grantor, discharge an Encumbrance created by this deed if:

- (a) expressly required to do so under the Security Trust Deed; or
- (b) all Secured Money has been paid and satisfied in full and in the Security Trustee's reasonable opinion:
  - (i) there is not prospects that money will become owing (whether actually or contingently) by any Obligor to any Beneficiary; and
  - (ii) no payment toward or repayment of the Secured Money is likely to be void, voidable or refundable under any law (including any law relation to insolvency).

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## 11. Protection and indemnity

### 11.1 Waiver by Grantor

Each Grantor waives in favour of the Security Trustee:

- (a) all rights against the Security Trustee and any other person, estate or assets as far as is necessary to give effect to any provision of this deed;

- (b) promptness and diligence on the part of the Security Trustee; and
- (c) all rights inconsistent with the provisions of this deed.

## 11.2 No liability for loss

Neither the Security Trustee nor any Receiver will be liable or otherwise accountable for any act, omission, delay, mistake, loss or irregularity in or concerning the exercise, attempted exercise, non exercise or purported exercise of any Power, except for its own gross negligence, fraud or wilful misconduct.

## 11.3 No liability to account

Neither the Security Trustee nor any Receiver will, by reason of the Security Trustee or that Receiver entering into possession of the Collateral, be liable to account as mortgagee or secured party in possession, for any loss on realisation or for any default, omission, delay or mistake for which a mortgagee or secured party in possession might be liable. The liability of the Security Trustee and of each Receiver will be for actual receipts only.

## 11.4 No conflict

The Security Trustee and each Receiver may exercise any Power, even though the exercise of that Power involves a conflict between any duty owed to a Grantor by the Security Trustee or that Receiver and any duty owed by the Security Trustee or that Receiver to any other person or the interests of the Security Trustee or that Receiver. No contract will be void or voidable by virtue of that conflict of duty or interest nor will the Security Trustee or Receiver be liable to account to any Grantor or any other person for any money or property as a result of that conflict.

## 11.5 No notice or enforcement

The Security Trustee need not:

- (a) give any notice of this deed to any debtor of a Grantor, to any purchaser or to any other person;
- (b) enforce payment of any money payable to a Grantor;
- (c) vote at any meeting of members or creditors of any Entity or otherwise exercise any rights in respect of the Collateral; or
- (d) realise the Collateral or take any steps or proceedings for that purpose.

## 11.6 Indemnity

Clause 17 (*Other Indemnities*) of the Security Trust Deed is incorporated into this deed as if set out in full, *mutatis mutandis*.

## 11.7 Protection of persons

No person acquiring any money or asset from or paying or handing over any money or asset to or otherwise dealing with the Security Trustee, any Receiver or any Delegate, or to whom is tendered for registration an instrument executed by the Security Trustee, any Receiver or any Delegate, will be:

- (a) bound to inquire:
  - (i) whether the Security Trustee or the relevant Receiver or Delegate has the right to dispose of any money or asset;

- (ii) whether any Event of Default has occurred or is continuing
  - (iii) whether this deed has become enforceable;
  - (iv) whether any of the Secured Money is owing or payable;
  - (v) whether the relevant Receiver or Delegate has been properly appointed;
  - (vi) as to the propriety or regularity of the exercise or purported exercise of any Power; or
  - (vii) as to any other matter or thing;
- (b) affected by actual or constructive notice that any transaction, document or other dealing is unnecessary or improper; or
- (c) concerned to see to the application of any money or asset, or be answerable or accountable for any loss or misapplication,
- and:
- (i) in the case of any person paying or handing over any money or asset, that person will be discharged from any further liability to pay or hand over that money or asset; and
  - (ii) the irregular, improper or unnecessary exercise of any Power and any other dealing of any nature with the Security Trustee, any Receiver or any Delegate will be, as regards the protection of any such person, deemed to be authorised by the relevant Grantor and valid.

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## **12. Payments**

### **12.1 Money repayable as agreed or on demand**

Each Grantor will pay the Secured Money to the Security Trustee in Australian dollars or any other currency specified in the relevant Secured Document in immediately available funds not later than 11.00 am in the place of payment on the due date (or if no due date is specified, on the date of demand by the Security Trustee) and in compliance with any other requirements of the Secured Documents.

### **12.2 Credit balances of other accounts**

In determining the amount of the Secured Money, no credit need be allowed by the Security Trustee for any credit balance in any joint or other account of a Grantor with any Beneficiary, or for any other money owing by the Security Trustee to any Grantor.

### **12.3 Merger**

If the liability of a Grantor to pay any of the Secured Money becomes merged in any judgment or order, each Grantor will as an independent obligation pay, in accordance with the Secured Documents, interest at the rate which is the higher of that payable under the Secured Documents and that fixed by or payable under the judgment or order.

### **12.4 Suspense account**

- (a) Each Grantor acknowledges and agrees that the Security Trustee may deposit into a suspense account any amount it or any Receiver receives as a result of the exercise of any Power for such time as it considers appropriate without the Security

Trustee being obliged to apply any such amount towards payment or repayment of the Secured Money.

- (b) If the Security Trustee determines this is required, if the Security Trustee deposits any amount into a suspense account as contemplated by clause 12.4(a) in order to preserve rights to prove in the bankruptcy or liquidation of a person, that amount will not be treated as an amount received as a result of the exercise of any Power until such time as the amount is withdrawn from the suspense account.

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## 13. Governing law and jurisdiction

### 13.1 Governing law

This deed is governed by New South Wales law.

### 13.2 Jurisdiction

- (a) The courts having jurisdiction in New South Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a **Dispute**).
- (b) The parties agree that those courts are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 13.2 is for the benefit of the Beneficiaries only. As a result, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

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## 14. Miscellaneous

### 14.1 Further assurances

Clause 44 (*PPSA Provisions*) of the Facility Agreement is incorporated into this deed as if set out in full, *mutatis mutandis*.

### 14.2 Powers cumulative

Each Power is cumulative and in addition to each other Power available to the Security Trustee or any Receiver.

### 14.3 Consents

A consent required under this deed from the Security Trustee may be given or withheld, or may be given subject to any conditions, as the Security Trustee (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

### 14.4 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion, expiration or release of this deed.
- (b) It is not necessary for the Security Trustee to incur any expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) Each Grantor must pay on demand any amount it must pay under an indemnity in this deed.

## 14.5 Time of essence

Time is of the essence in respect of a Grantors' obligations under this deed.

## 14.6 Binding on each signatory

This deed binds and is enforceable against a Grantor despite:

- (a) any other person not executing this deed or its execution being defective in any way; or
- (b) any obligation or liability of any other party under this deed not being binding or enforceable against that party for any reason.

## 14.7 Counterparts

This deed may be executed in any number of counterparts (whether by hand, electronically or otherwise), and this has the same effect as if the signatures on the counterparts were on a single copy of the deed.

## 14.8 Electronic signature and exchange

Without limitation, the parties:

- (a) consent to each other party executing this deed by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature; and
- (b) agree that this deed may be exchanged by hand, post, facsimile or any electronic method that evidences a party's execution of this deed, including by a party forwarding a copy of its executed counterpart by hand, post, facsimile or electronic means to the other party.

## 14.9 Registration

The Security Trustee may register this deed, or any financing statement or financing change statement relating to this deed, in the manner prescribed by law to ensure the full efficacy of this deed as an Encumbrance to the Security Trustee in all relevant jurisdictions.

## 14.10 Assignment

- (a)
  - (i) The Security Trustee may at any time assign or otherwise transfer all or any part of its rights under this deed in any way permitted in accordance with the Secured Documents.
  - (ii) If the Security Trustee assigns or otherwise transfers all or any part of its rights under this deed as permitted in accordance with this clause 14.10(a) a Grantor may not claim against any assignee or transferee any right of set-off or any other rights a Grantor has against the assigning or transferring Security Trustee.
- (b) No Grantor may assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the Security Trustee.

## 14.11 No merger

This deed and the Powers are in addition to and do not merge with, postpone, lessen or otherwise prejudicially affect any other Secured Document or any other right, power, authority, discretion, remedy or privilege of the Security Trustee.

## 14.12 Blanks

Each Grantor authorises the Security Trustee to complete any blanks in this deed or any document, of any nature, entered into or executed by such Grantor in connection with this deed.

## 14.13 Confidentiality

- (a) Subject to clause 14.13(b), if a Grantor is a debtor as defined in the PPSA, the parties agree to keep all information of the kind mentioned in section 275(1) of the PPSA confidential and not to disclose that information to anyone.
- (b) Clause 14.13(a) does not apply to any disclosure of information or documents:
- (i) in any proceeding arising out of or in connection with this deed to the extent that the disclosure is deemed by the disclosing party necessary to protect its interests;
  - (ii) where the information is in the public domain other than as a result of a breach by that disclosing party of this clause 14.13;
  - (iii) if required to do so under a binding order of any Governmental Agency or any procedure for discovery in any proceedings;
  - (iv) if the disclosing party reasonably believes it is required to do so by any law or stock exchange (except that this clause does not permit the Security Trustee to disclose any information of the kind referred to in section 275(1) of the PPSA, to the extent that disclosure can be resisted under subsection 275(6) of the PPSA);
  - (v) otherwise as required or permitted by any Secured Document;
  - (vi) to a disclosing party's Affiliates, its legal advisors and its consultants as long as it advises them of the confidential nature of the information or documents or that nature is clear from the circumstances of the disclosure;
  - (vii) by the Security Trustee to a proposed assignee or transferee of any rights or obligations under any Secured Document or to any subparticipant or other person with whom any other transaction may be entered into under which payments may be made by reference to any Secured Document or any Obligor;
  - (viii) by the Security Trustee with the relevant Grantor's prior written consent; or
  - (ix) by a Grantor with the Security Trustee's prior written consent.

Each party authorises disclosures made by the other party in accordance with clause 14.13(b)(i) to 14.13(b)(vii).

**Schedule 1 – Grantors**

<b>Name of Grantor</b>	<b>ABN/ACN/ARBN/Company number</b>	<b>Address for Service of Notice</b>
Integro Insurance Brokers Holdings Limited	04016257	Address: Level 14, 141 Walker Street, North Sydney NSW 2060  Fax Number: 02 9929 0320  Email: <a href="mailto:RichardB@aubgroup.com.au">RichardB@aubgroup.com.au</a>  Attention: Richard Bell

**Schedule 2 – Present Securities**

<b>Grantor (who holds shares in an Issuer)</b>	<b>Issuer</b>	<b>Present Securities</b>
Integro Insurance Brokers Holdings Limited (company number 04016257)	Integro Australia Holding Pty Ltd ACN 631 283 835	1 ordinary share in the issued capital of the Issuer, which at the date of this deed comprises 100% of the issued share capital of the Issuer

Executed as a deed.

**Grantor**

Executed as a deed by **INTEGRO INSURANCE  
BROKERS HOLDINGS LIMITED**  
acting by a director and the company secretary:

DocuSigned by:  
[Redacted]  
961E89C48721465...

Signature of director

DocuSigned by:  
[Redacted]  
CB12CD07C5B1401...

Signature of company secretary

Katherine Cross

Full name of director

Sian Woods

Full name of company secretary

**Security Trustee**

**SIGNED** and delivered by **Global Loan Agency Services Australia Nominees Pty Limited** acting by its attorney under power of attorney dated 2 February 2022 in the presence of:

**Attorney**

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

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

**Witness**

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Executed as a deed.

**Grantor**

Executed as a deed by **INTEGRO INSURANCE  
BROKERS HOLDINGS LIMITED**  
acting by a director and the company secretary:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary

\_\_\_\_\_  
Full name of director

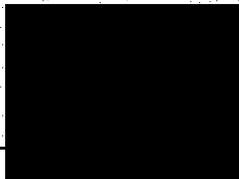
\_\_\_\_\_  
Full name of company secretary

**Security Trustee**

**SIGNED** and delivered by **Global Loan Agency Services Australia Nominees Pty Limited** acting by its attorney under power of attorney dated 2 February 2022 in the presence of:

**Attorney**

Signature



Name

Steven Furlong

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

**Witness**

Signature



Name

Andrew Jackson