

General Security Deed – Pallas FM

Dated 9 December 2020

Pallas Funds Pty Ltd (ACN 604 352 347) as trustee of the Pallas FM Trust
 (“**Issuer**”)

AMAL Security Services Pty Limited (ACN 609 790 758) (“**Security
Trustee**”)

King & Wood Mallesons

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General Security Deed – Pallas FM

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Details

Parties	Issuer and Security Trustee	
Issuer	Name	Pallas Funds Pty Ltd as trustee of the Pallas FM Trust
	ACN	604 352 347
	Address	33-39 Riley Street Woolloomooloo NSW 2011 Australia
	Telephone	+ 61 2 8188 1108
	Email	patrick@pallasgroup.com.au
	Attention	Patrick Keenan
	Security Trustee	Name
ACN		609 790 758
Address		Level 9 9 Castlereagh Street Sydney NSW 2000 Australia
Telephone		1300 832 513
Email		mail@amaltrustees.com.au
Attention		Director
Date of document		9 December 2020

General Security Deed – Pallas FM

General terms

1 Interpretation

1.1 Terms defined in Security Trust Deed

A term which has a defined meaning in the Security Trust 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 Issuer under clause 10 (“Power of attorney”);

the **Collateral** of a Security Pool are those rights, property and undertaking of whatever kind and wherever situated, of the Issuer which are described in the Issue Supplements in respect of Notes of that Security Pool;

Collection Account means, in respect of a Security Pool, the account opened with the Depositee in the name of the Issuer and, if not otherwise specified in the Issue Supplement then designated by the Security Trustee, in either case, as the collection account for the Security Pool;

Control Event means:

- (a) in respect of any Collateral that is, or would have been, a Revolving Asset:
 - (i) the Issuer breaches, or attempts to breach, clause 3.1 (“Restricted dealings”) in respect of the Collateral or takes any step which would result in it doing so;
 - (ii) a duly authorised 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 Issuer that the Collateral is not a Revolving Asset (such notice having been authorised by a Special Resolution of Beneficiaries resolving that such Beneficiaries reasonably consider 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 Issuer or the winding up of the Issuer begins; or
 - (ii) a Controller is appointed to any of the Issuer’s property; or

- (iii) something having a substantially similar effect to paragraph (i) or (ii) happens under any law;

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

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

Nominated Signatory means, in respect of the Collection Account for a Security Pool, a person nominated by the Security Trustee as a signatory to the Collection Account;

Pallas means Pallas Funds Pty Ltd (ACN 604 352 347);

Revolving Asset means any Collateral:

- (a) which is:
 - (i) inventory;
 - (ii) a negotiable instrument;
 - (iii) book debts; or
 - (iv) money (including money withdrawn or transferred to a third party from an account of the Issuer with a bank or other financial institution); and
- (b) in relation to which no Control Event has occurred, subject to clause 3.4 (“Conversion to Revolving Assets”);

Secured Money means all amounts that:

at any time;

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

whether at 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) are payable, are owing but not currently payable, are contingently owing, or remain unpaid, by the Issuer to any Beneficiary; or
- (b) any Beneficiary has advanced or paid on the Issuer’s behalf or at the Issuer’s request; or
- (c) any Beneficiary is liable to pay by reason of any act or omission on the Issuer’s part, or that any Beneficiary has paid or advanced in protecting or maintaining the Collateral or this document following an act or omission on the Issuer’s part; or
- (d) are reasonably foreseeable as likely, after that time, to fall within any of the above paragraphs.

This definition applies:

- (i) irrespective of the capacity in which the Issuer or the Beneficiary became entitled to, or liable in respect of, the amount concerned;
- (ii) whether the Issuer or the Beneficiary is liable as principal debtor, as surety, or otherwise;
- (iii) whether the Issuer is liable alone, or together with another person;
- (iv) even if the Issuer owes an amount or obligation to the Beneficiary because it was assigned to the Beneficiary, whether or not:
 - (A) the assignment was before, at the same time as, or after the date of this document; or
 - (B) the Issuer 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 Beneficiary, whether or not:
 - (A) the Issuer consented to or was aware of the assignment; or
 - (B) any of the Secured Money was previously unsecured.

The Secured Money of a Security Pool, at any time, is that part of the Secured Money at that time which relates to that Security Pool;

Security Pool has the meaning given in the Security Trust Deed;

Security Trust Deed means the document entitled “Security Trust Deed – Pallas FM Security Trust” dated 9 December 2020 between the Issuer, the Initial Beneficiaries named therein and the Security Trustee; and

Transaction Documents means the Transaction Documents (as defined in the Security Trust Deed) of all Security Pools. However, a reference to the “**Transaction Documents of a Security Pool**”, means the Transaction Documents of that Security Pool only.

1.3 Other interpretation provisions

Clauses 1.2 (“Interpretation”) to 1.4 (“Headings”) of the Security Trust Deed apply to this document.

1.4 Designation

This document is the “General Security Deed” for each Security Pool.

1.5 Security Trustee limitation of liability

Clause 10.1 (“Security Trustee Limitation of Liability”) of the Security Trust Deed applies to this document as if set out in full herein, *mutatis mutandis*.

1.6 Pallas limitation of liability

- (a) Pallas enters into this document only in its capacity as trustee of the Pallas FM Trust and in no other capacity. A liability incurred by Pallas arising under or in connection with this document is limited and can be enforced against Pallas only to the extent to which it can be satisfied out of the Pallas FM Trust Assets out of which Pallas is actually indemnified for the liability. This limitation of Pallas' liability applies despite any other provision of this document (other than clause 1.6(c)) and extends to all liabilities and obligations of Pallas in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this document.
- (b) No person may sue Pallas in any capacity other than as trustee of the Pallas FM Trust or seek the appointment of a receiver, liquidator, administrator or similar person to Pallas or prove in any liquidation, administration or arrangements of or affecting Pallas (except in relation to the Pallas FM Trust Assets).
- (c) The provisions of this clause 1.6 do not apply to any obligation or liability of Pallas to the extent that it is not satisfied because, under the constitution of the Pallas FM Trust or by operation of law, Pallas is not indemnified, or there is a reduction in the extent of Pallas' indemnification, out of the Pallas FM Trust Assets as a result of Pallas' fraud, negligence or wilful default.
- (d) No act or omission of Pallas (including any related failure to satisfy its obligations or breach of representation or warranty under this document) will be considered fraud, negligence or wilful default of Pallas for the purposes of clause 1.6(c) to the extent to which the act or omission was caused or contributed to by any failure by another person (other than a person whose acts or omissions Pallas is liable for in accordance with this document) to fulfil its obligations relating to the Pallas FM Trust or by any other act or omission of another person (other than a person whose acts or omissions Pallas is liable for in accordance with this document) regardless of whether or not that act or omission is purported to be done on behalf of Pallas.
- (e) No attorney, agent, receiver or receiver and manager appointed in accordance with this document has authority to act on behalf of Pallas in a way which exposes Pallas to any personal liability and no act or omission of any such person will be considered fraud, negligence or wilful default of Pallas for the purpose of clause 1.6(c).

2 Security

2.1 Security interest

- (a) The Issuer 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.

2.2 Consideration

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

2.3 Secured Money

The Issuer agrees to pay the Secured Money in accordance with the terms of the Transaction Documents for the Security Pool.

2.4 Mandatory action

To the extent that any law requires that something must be done (such as obtaining consent) before the Issuer 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.

3 Dealings - such as selling or granting other Encumbrances

3.1 Restricted dealings

Subject to clause 3.2 ("Permitted dealings"), and unless the Issuer is otherwise expressly permitted to do so under the Transaction Documents for the Security Pool or the Security Trustee (at the direction, by Special Resolution, of the Beneficiaries) consents, the Issuer may not, and may not agree, attempt or take any step to, do any of the following:

- (a) create or allow another interest in any Collateral; or
- (b) dispose, or part with possession, of any Collateral.

3.2 Permitted dealings

The Issuer may do any of the following in the ordinary course of the Issuer's ordinary business unless it is prohibited from doing so by another provision in a Transaction Document:

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

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 Issuer may no longer deal with that 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 under clause 3.3(b), the Security Trustee may (at the direction of a Special Resolution of Beneficiaries) give the Issuer 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. 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 Issuer may not remove it without obtaining the specific and express authority of the Security Trustee to do so (such authority to be provided by the Security Trustee at the direction of a Special Resolution of Beneficiaries).

3.6 Where the law allows for creation of Encumbrance without consent

If a law entitles the Issuer to create another Encumbrance over the Collateral without the consent of the Security Trustee, this clause 3.6 does not operate to require the Issuer to obtain the Security Trustee's consent before creating that other Encumbrance. However:

- (a) if the Issuer intends to create another Encumbrance, it agrees to notify the Security Trustee at least seven calendar days before it proposes to do so; and
- (b) if the Security Trustee requests an agreement under clause 4.1 ("Priority agreement") and the Issuer has not complied with that request by the time the Encumbrance is created, financial accommodation need not be made available under any Transaction Document.

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

4 Other Encumbrances

4.1 Priority agreement

If the Security Trustee asks, the Issuer agrees to obtain an agreement acceptable to the Security Trustee regulating priority between this document and any other Encumbrance over the Collateral of a Security Pool.

4.2 Amount secured by other Encumbrance

The Issuer agrees to ensure that the amount secured under any other Encumbrance over the Collateral of a Security Pool is not increased without the Security Trustee's consent (at the direction, by Special Resolution, of the Voting Beneficiaries).

4.3 Obligations under other Encumbrance

The Issuer agrees to comply with all obligations under any other Encumbrance over the Collateral of a Security Pool.

4.4 Security Trustee may rely on third party certificates

The Security Trustee may rely on a certificate from any other person with an Encumbrance over the Collateral of a Security Pool 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 in respect of a Security Pool under this document towards paying the Secured Money of that Security Pool in accordance with the order of priority specified in the Security Trust Deed.

5.2 Suspense account

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

5.3 Remaining money

The Security Trustee agrees to pay any money remaining after the Secured Money is paid either to the Issuer (which the Security Trustee may do by paying it into an account in the Issuer's name) or to another person entitled to it (such as another person with an Encumbrance over the Collateral). Nothing in this clause imposes on the Security Trustee any obligation to conduct investigations to determine if there is another person entitled to such money. In doing so, it does not incur any liability to the Issuer or any other person. The Security Trustee is not required to pay the Issuer interest on any money remaining after the Secured Money is paid.

5.4 Credit from date of receipt

The Issuer 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 Issuer to ensure no Event of Default

The Issuer agrees in respect of each Series of Notes to ensure that there is no Event of Default in respect of that Series of Notes.

6.2 Security Trustee's powers on default

If an Event of Default in respect of a Series of Notes is continuing, subject to the Security Trust Deed, the Security Trustee may (or, if directed to do so by a Special Resolution of the Beneficiaries, 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 security trustee:

- (a) sue the Issuer for the Secured Money of that Series of Notes; and
- (b) appoint one or more Receivers to all or any part of the Collateral of the Security Pool in respect of that Series of Notes 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 Beneficiaries by an Ordinary Resolution) enforce this document before it enforces other rights or remedies:

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

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

6.4 Limitation on enforcement to Collateral of a Security Pool

Despite any other provision in this document, neither the Security Trustee nor any Receiver may take any action to recover any of the Secured Money of a Security Pool from the Collateral of another Security Pool.

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 or any part of the Collateral or its income;
- (b) set a Receiver's remuneration at any figure the Security Trustee (acting reasonably) 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 Issuer's agent

Any Receiver appointed under this document is the Issuer's agent unless the Security Trustee notifies the Issuer that the Receiver is to act as the Security Trustee's agent. The Issuer 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 Issuer agrees that if the Security Trustee or a Receiver sells, transfers or otherwise disposes of the Collateral of a Security Pool:

- (a) the Issuer 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 Issuer did not receive notice of the intended disposal) and the Issuer 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 Collection Account

9.1 Opening of Collection Account

The Issuer agrees:

- (a) promptly after execution of the Issue Supplement for a Series of Notes to open the Collection Account for the Security Pool to which that Series relates, if it has not already been opened; and
- (b) the signatories to each Collection Account are to comprise the Nominated Signatories and the persons nominated by the Issuer (which may include the Issuer). Subject to clause 9.2 ("Operation of Collection Account") and clause 9.3 ("Notice to Depositee after an Event of Default"), the Collection Account may be operated by two signatories nominated by the Issuer 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 Collection Account

The Issuer agrees that:

- (a) at any time the Collateral of the Security Pool is not, or ceases to be, Revolving Assets, the Collection Account may only be operated by two signatories, being:
 - (i) if no Event of Default has occurred, a signatory nominated by the Issuer 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 Issuer;
- (b) if an Event of Default occurs, the Security Trustee may notify the Issuer that the Issuer is prohibited from making any withdrawals from the Collection Account.

9.3 Notice to Deposittee after an Event of Default

If an Event of Default has occurred in respect of a Series of Notes, the Security Trustee may give notice to the Deposittee that the Collection Account of the Security Pool of which that Series of Notes forms a part may be operated by the signatures only of two Nominated Signatories without any requirement for a signature by, or for, the Issuer. If this notice is given, the Issuer agrees that the Deposittee:

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

The Issuer acknowledges that any direction given under this clause cannot be revoked or varied by the Issuer 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 in respect of a Series of Notes or if the Collateral of the Security Pool of that Series of Notes forms a part ceases to be Revolving Assets, the Security Trustee may notify the Issuer that the Issuer is prohibited from collecting the Issuer's book and other debts which are Collateral of the Series and the Security Trustee intends to collect the Issuer's book and other debts which are Collateral of the Security Pool.

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

- (a) the Security Trustee collecting the Collateral of the Security Pool 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 Collateral of the Security Pool 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 Collateral of the Security Pool which are book and other debts.

10 Power of attorney

10.1 Appointment

The Issuer irrevocably appoints the Security Trustee, each Authorised Officer of the Security Trustee, and each Receiver individually as the Issuer'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 a Series of Notes is continuing, or the Security Trustee reasonably believes that such an Event of Default is continuing, an Attorney may:

- (a) do anything which the Issuer can lawfully authorise an attorney to do in connection with this document or the Collateral of Security Pool of which that Series of Notes forms a part, 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 Issuer's name or the Attorney's

name, and they include signing and delivering documents, transferring, selling or leasing that Collateral, transferring, selling or surrendering any lease, lodging or withdrawing caveats and starting, conducting and defending legal proceedings); 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 Issuer 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 Issuer agrees to do anything (including signing any document) to restore to the Security Trustee any Encumbrance (including this document) it held from the Issuer 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 Issuer and the Security Trustee to agree to not comply with or to exclude other provisions of the PPSA, the Security Trustee may notify the Issuer that any of these provisions is excluded, or that the Security Trustee need not comply with any of these provisions as notified to the Issuer by the Security Trustee; and
- (d) the Issuer 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.

This clause applies despite any other clause in this document.

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 Issuer 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 Power to delegate

- (a) Subject to paragraph (b), the Security Trustee may employ agents and attorneys and may delegate any of its rights or obligations in its capacity as security trustee provided that the Security Trustee agrees to consult (where practicable) with the Issuer with respect to any such delegation. Any failure to so consult does not affect the delegation.
- (b) The Security Trustee is not responsible or liable to any party for any act or omission of any delegate appointed by the Security Trustee if:
 - (i) the Security Trustee appoints the delegate in good faith and using reasonable care and the delegate is not an officer, employee or a related entity of the Security Trustee; or
 - (ii) the Security Trustee is obliged to appoint the delegate pursuant to an express provision of a Note or Transaction Document or pursuant to an instruction given to the Security Trustee in accordance with that Note or Transaction Document.

13.2 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.

13.3 Governing law and jurisdiction

The law in force in New South Wales governs this document and, to the extent permitted by law, all matters in connection with this document including any non-contractual matters. Each party submits to the non-exclusive jurisdiction of the courts and the appellate courts of New South Wales. Where the PPSA applies to a security interest under this document, the PPSA governs that security interest unless otherwise excluded or waived under the clause 12 (“Statutory powers and notices”).

13.4 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 27 (“Notices and other communications”) of the Security Trust Deed.

EXECUTED as a deed

General Security Deed – Pallas FM

Signing page

DATED: 9 December 2020

ISSUER

SIGNED, SEALED AND DELIVERED)
by PALLAS FUNDS PTY LTD (ACN)
604 352 347) as trustee of the Pallas)
FM Trust in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth) by authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

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

*delete whichever is not applicable)
.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)


General Security Deed – Pallas FM

SECURITY TRUSTEE

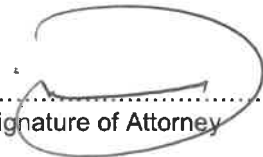
SIGNED, SEALED AND DELIVERED by)
AMAL SECURITY SERVICES PTY)
LIMITED (ACN 609 790 758) by its)
attorneys under power of attorney in the)
presence of:)


.....)
Signature of witness)

CAROLINE KANE
.....)
Name of witness (block letters))


.....)
Signature of Attorney)

Director Tony Grant
.....)
Office & Name of Attorney)


.....)
Signature of Attorney)

Philip John Walter Joseph
.....)
Office & Name of Attorney)

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