

# Progress 2023-2 Trust General Security Deed

Dated 12 September 2023

Perpetual Trustee Company Limited (ABN 42 000 001 007) in its capacity  
as trustee of the Progress 2023-2 Trust (“**Trustee**”)  
P.T. Limited (ABN 67 004 454 666) (“**Security Trustee**”)  
Priority One Agency Services Pty Ltd (ABN 40 074 621 131) (“**Trust  
Manager**”)

**King & Wood Mallesons**

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# Progress 2023-2 Trust General Security Deed

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# Progress 2023-2 Trust General Security Deed

## Details

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<b>Parties</b>		
<b>Trustee</b>	Name	<b>Perpetual Trustee Company Limited</b> in its capacity as trustee of the Progress 2023-2 Trust
	ABN	42 000 001 007
	Formed in	Australia
	Address	Level 18, Angel Place, 123 Pitt Street, Sydney, NSW 2000
	Email	<a href="mailto:SecuritisationOps@perpetual.com.au">SecuritisationOps@perpetual.com.au</a>
	Attention	Manager, Transaction Management Debt Markets Services
<b>Security Trustee</b>	Name	<b>P.T. Limited</b>
	ABN	67 004 454 666
	Address	Level 18, Angel Place, 123 Pitt Street, Sydney, NSW 2000
	Email	<a href="mailto:SecuritisationOps@perpetual.com.au">SecuritisationOps@perpetual.com.au</a>
	Attention	Manager, Transaction Management Debt Markets Services
<b>Trust Manager</b>	Name	<b>Priority One Agency Services Pty Ltd</b>
	ABN	40 074 621 131
	Address	Level 29, 50 Bridge Street, Sydney, NSW 2000
	Telephone	+612 9257 5823
	Email	<a href="mailto:securitisation@amp.com.au">securitisation@amp.com.au</a>
	Attention	Manager, Securitisation
<b>Governing law</b>	New South Wales	

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# Progress 2023-2 Trust General Security Deed

## General terms

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### 1 Definitions and Interpretations

#### 1.1 Definitions

In this document, unless the context indicates a contrary intention:

**Definitions Schedule** means the Pro Trusts Master Definitions Schedule dated 24 June 1997 between the Trustee, the Trust Manager, the Security Trustee and AMP Bank Limited, as amended or replaced from time to time, including by the Progress Trusts Amending Deed dated 22 November 2001.

**Non-PPSA Secured Property** means, in relation to the Trust, all Secured Property other than any PPSA Secured Property.

**Obligations** means the totality of all the obligations and liabilities of the Trustee:

- (a) to the Secured Creditors under or arising from or in connection with at any time and for any reason or circumstance whatsoever, the Transaction Documents in relation to the Trust (including the due and punctual payment of the Secured Moneys); and
- (b) to the Security Trustee arising under or in connection with the Master Security Trust Deed or this document,

whether such obligations and liabilities are liquidated or not, are contingent or presently accrued due or relate to the payment of money or the performance or omission of any act or thing, and includes all rights sounding in damages only.

**PPSA Secured Property** means, in relation to the Trust, all Secured Property which is “personal property” for the purposes of the PPSA.

**Receivables Transfer Direction** means the Receivables Transfer Direction issued by the Trust Manager to the Trustee on or about the date of this document in respect of the Trust.

**Receiver** means a person or persons appointed under or by virtue of the Master Security Trust Deed for the Trust as receiver or receiver and manager.

**Secured Creditors** means:

- (a) each Note Holder;
- (b) each Interest Rate Swap Provider;
- (c) the Redraw Facility Provider;
- (d) the Servicer;
- (e) the Originator;
- (f) the Trust Manager;
- (g) the Trustee;

- (h) the Custodian;
- (i) the Security Trustee for itself and as trustee of the Security Trust; and
- (j) each Support Facility Provider (to the extent not included in the above paragraphs).

**Secured Moneys** means, all amounts which at any time for any reason or circumstance in connection with any Transaction Document that relates to, or applies to, the Trust or any transactions contemplated by any of them (insofar as such transactions relate to, or apply to, the Trust), whatsoever whether at law, in equity, under statute or otherwise:

- (a) are payable, are owing but not currently payable, are contingently owing, or remain unpaid by the Trustee to the Security Trustee on its own account or for the account of the Secured Creditors or to any Secured Creditor or to any Receiver;
- (b) have been advanced or paid by the Security Trustee on its own account or for the account of the Secured Creditors or by any Secured Creditor:
  - (i) at the express request of the Trustee; and
  - (ii) on behalf of the Trustee;
- (c) which the Security Trustee on its own account or for the account of the Secured Creditors or any Secured Creditor is liable to pay by reason of any act or omission of the Trustee or has paid or advanced in the protection or maintenance of the Secured Property or the security interest created by this document following an act or omission by the Trustee; or
- (d) are reasonably foreseeable as likely, after that time, to fall within any of paragraphs (a), (b) or (c) above.

This definition applies:

- (i) irrespective of the capacity in which the Trustee, the Security Trustee or any Secured Creditor became entitled or is liable in respect of the amount concerned;
- (ii) whether the Trustee, the Security Trustee or any Secured Creditor is liable as principal debtor or surety or otherwise;
- (iii) whether the Trustee is liable alone or jointly, or jointly and severally with another person;
- (iv) whether the Security Trustee or any Secured Creditor is the original chargee or an assignee or a transferee of the Secured Money and whether or not:
  - (A) the assignment or transfer took place before or after the delivery of this document; or
  - (B) the Trustee consented to or was aware of the assignment or transfer; or
  - (C) the assigned or transferred obligation was secured; or

whether the Security Trustee or any Secured Creditor is the original Security Trustee or an original Secured Creditor or an assignee or a transferee of the

original Security Trustee or an original Secured Creditor, and whether or not the Trustee consented to or was aware of the assignment or transfer.

**Secured Property** means, all of the Assets of the Trust acquired after the date of execution of this document by the Trustee on the terms of the Trust in accordance with the Master Trust Deed and this document, excluding any Cash Collateral pending its application in accordance with the Transaction Documents.

**Security** means the Security Interests over the PPSA Secured Property and the Non-PPSA Secured Property granted under clause 3 ("*Security*").

**Security Trust** means the trust constituted by this document and the Master Security Trust Deed.

**Security Trustee** means P.T. Limited ABN 67 004 454 666, or if P.T. Limited retires, or is removed as the Security Trustee, any person appointed from time to time as the substitute Security Trustee.

**Series Notice** means the Progress 2023-2 Trust Series Notice dated on or about the date of this document between (amongst others) the Trustee, the Trust Manager, the Security Trustee, the Servicer and the Originator.

**Trust** means the Progress 2023-2 Trust.

**Trustee** means Perpetual Trustee Company Limited ABN 42 000 001 007, or if Perpetual Trustee Company Limited retires, or is removed as the Trustee, any person appointed from time to time as a substitute Trustee.

**Trust Manager** means Priority One Agency Services Pty Ltd ABN 40 074 621 131, or if Priority One Agency Services Pty Ltd retires, or is removed as the Trust Manager, any person appointed from time to time as the substitute Trust Manager.

## 1.2 Scheduled Definitions

Except to the extent to which words and phrases are otherwise defined in this document, words and phrases defined in the Definitions Schedule and the Series Notice shall bear the same meaning when used in this document. Where definitions are in respect of a "Trust" they shall be interpreted in this document in respect of the Trust. In the event of any inconsistency between a definition expressly defined in this document and a definition in the Definitions Schedule, the definition in this document shall prevail. In the event of any inconsistency between a definition in the Definitions Schedule and a definition in the Series Notice, the definition in the Series Notice will prevail. Any amendment to the Definitions Schedule will only apply to this document if made in accordance with the Master Security Trust Deed.

## 1.3 Interpretation

Clauses 1.2 ("*Interpretation*") to 1.5 ("*Trustee's capacity*") (inclusive) of the Definitions Schedule are incorporated into this document as if those clauses were set out in full with references to "Transaction Document" being construed as references to "this document".

## 1.4 Inconsistency

The provisions in this document relate only to the Trust and the Security Trust and apply in addition to the provisions of the Master Security Trust Deed, or in place of the provisions of the Master Security Trust Deed, as the case may be.

## 1.5 Wilful Default

- (a) A reference to “**wilful default**” in relation to the Trustee means, subject to clause 1.5(b), any wilful failure to comply with, or wilful breach by, the Trustee of any of its obligations under any Transaction Document, other than a failure or breach which:
- (A) arises as a result of a breach of a Transaction Document by a person other than:
    - (aa) the Trustee; or
    - (ab) any other person referred to in clause 1.5(b) in relation to the Trustee; and
  - (B) the performance of the action (the non-performance of which gave rise to such breach) is a precondition to the Trustee performing the said obligation;
- (ii) is in accordance with a lawful court order or direction or required by law; or
- (iii) is in accordance with a proper instruction or direction of:
- (A) the Secured Creditors given at a meeting of Secured Creditors convened pursuant to the Master Security Trust Deed and Deed of Charge; or
  - (B) the Note Holders given at a meeting convened under the Master Trust Deed.
- (b) A reference to the “**fraud**”, “**negligence**” or “**wilful default**” of the Trustee means the fraud, negligence or wilful default of the Trustee and of its officers, employees, agents and any other person where the Trustee is liable for the acts or omissions of such other person under the terms of any Transaction Document.

## 1.6 Amounts Outstanding

For the purposes of determining whether any amount constitutes Secured Moneys, for the purposes of clauses 13(a)(ii) (“*Events of Default*”), 13(a)(iii) (“*Events of Default*”) and 18.15 (“*Application of proceeds following an Event of Default*”) of the Series Notice (and for these purposes only), the calculation of any amounts owing or due by the Trustee shall be made without regard to any limitation on the Trustee’s liability that may be construed as meaning that such amounts are not owing or are not due and payable.

## 1.7 Master Security Trust Deed

- (a) (**Clause 1.1**): For the purposes of the Security Trust only, the definition of “Voting Secured Creditor” in clause 1.1 (“*Interpretation*”) of the Master Security Trust Deed is deleted and replaced with the following:

“**Voting Secured Creditor** means at any time in respect of a Trust:

- (a) if any Class A Notes or Redraw Notes remain outstanding, the Note Holders of Class A Notes and Redraw Notes;
- (b) if any Class AB Notes, but no Class A Notes or Redraw Notes, remain outstanding, the Note Holders of the Class AB Notes;

- (c) if any Class B Notes, but no Class A Notes, Redraw Notes or Class AB Notes, remain outstanding, the Note Holders of the Class B Notes;
- (d) if any Class C Notes, but no Class A Notes, Redraw Notes, Class AB Notes or Class B Notes, remain outstanding, the Note Holders of the Class C Notes;
- (e) if any Class D Notes, but no Class A Notes, Redraw Notes, Class AB Notes, Class B Notes or Class C Notes, remain outstanding, the Note Holders of the Class D Notes;
- (f) if any Class E Notes, but no Class A Notes, Redraw Notes, Class AB Notes, Class B Notes, Class C Notes or Class D Notes, remain outstanding, the Note Holders of the Class E Notes;
- (g) if any Class F Notes, but no Class A Notes, Redraw Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes remain outstanding, the Note Holders of the Class F Notes; and
- (h) if no Notes remain outstanding, the Secured Creditor or Secured Creditors then ranking the highest in priority for payment in accordance with clause 18.15 (“*Application of proceeds following an Event of Default*”) of the Series Notice.”

- (b) **(Clauses 3.2 and 3.3):** For the purposes of the Security Trust only, it will not constitute the fraud, negligence or wilful default of the Trustee if an Encumbrance exists or comes into existence in breach of clause 3.2 (“*Covenants in respect of Secured Property*”) or 3.3 (“*Covenants in respect of Secured Property*”) of the Master Security Trust Deed where that Encumbrance exists solely by operation of the PPS Act.
- (c) **(Clause 6.12):** For the purposes of the Security Trust only, clause 6.12 (“*Consent to Dealings*”) of the Master Security Trust Deed is deleted and replaced with the following

**“Consent to Dealings**

6.12 The Trustee may only dispose of, or deal with, the Secured Property in accordance with clause 7 (“*Secured Property*”) of this document.”.

- (d) **(Clause 7):** For the purposes of the Security Trust only, clause 7 (“*Crystallisation of floating charge*”) of the Master Security Trust Deed is deleted and replaced with the following:

**“7 Secured Property**

**Dealings**

**7.1** Except with the prior written consent of the Security Trustee acting on the instructions of the Voting Secured Creditors, the Trustee must not (and the Trust Manager will not give any direction to the Trustee to):

- (a) create or allow to exist any Security Interest over any Secured Property, provided that for the purposes of the Security Trust only, it will not constitute the fraud, negligence or wilful default of the Trustee if an



Encumbrance exists or comes into existence in breach of clauses 3.2 (“*Covenants in respect of Secured Property*”) or 3.3 (“*Covenants in respect of Secured Property*”) where that Encumbrance exists solely by operation of the PPS Act; or

- (b) dispose of or deal with such Secured Property except where such disposition or such other dealing is, unless an Event of Default is subsisting:
  - (i) permitted by or required by and will be effected in accordance with the terms of the Master Trust Deed, the relevant Deed of Charge or any other Transaction Document relating to the corresponding the Trust; or
  - (ii) otherwise in the ordinary course of its ordinary business.

### **Security Trustee declaration**

**7.2** The Security Trustee may, acting on the instructions of the Voting Secured Creditors, at any time declare that an Event of Default no longer subsists, in which event the Trustee may deal with the relevant assets under clause 7.1(b) (“*Dealings*”). The Security Trustee must notify the relevant Note Holders of any such declaration.”.

- (e) **(Clause 15.5):** For the purposes of the Security Trust only, clause 15.5 (“*Appointment of new Security Trustee by Secured Creditors*”) of the Master Security Trust Deed is deleted and replaced with the following:

#### **“Appointment of new Security Trustee by Secured Creditors**

If a new security trustee has not been appointed under clauses 15.3 (“*Removal by Trust Manager*”) or 15.4 (“*Voluntary Retirement*”) at a time when the position of security trustee is to become vacant in accordance with those clauses, the Security Trustee must continue to act as security trustee in accordance with the terms of this document and the Trust Manager must promptly convene a meeting of the Secured Creditors of all Trusts at which Secured Creditors whose Entitlements total not less than 75% of all Entitlements owing to Secured Creditors at the time, appoint any person nominated by any of them to act as security trustee and such appointment must be notified to the Designated Rating Agencies.”.

- (f) **(Clause 24):** For the purposes of the Security Trust only, clause 24.1 (“*Security Trustee Liability*”) of the Master Security Trust Deed is amended to replace the words “breach of trust” with the words “wilful default”.

## **1.8 Reference to documents**

A reference to a document (including any Transaction 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.

## **1.9 Deed of Charge**

This document is a Deed of Charge for the purposes of the Master Security Trust Deed.

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## **2 Creation of Progress 2023-2 Security Trust**

### **2.1 Creation of Security Trust**

The Security Trust is constituted:

- (a) upon execution of this document by the Trustee, the Security Trustee and the Trust Manager; and
- (b) the payment of the sum of \$10 by the Trust Manager to the Security Trustee in respect of the Security Trust (the receipt of which the Security Trustee acknowledges by its execution of this document).

The above sum will vest in the Security Trustee and be held by it on and subject to the trusts, terms and conditions of this document, the definition of "Trust Fund" in the Definitions Schedule and the Master Security Trust Deed in respect of the Security Trust and will be invested by the Security Trustee in accordance with the provisions of this document and the Master Security Trust Deed.

### **2.2 Name of Security Trust**

The Security Trust established under clause 2.1 ("*Creation of Security Trust*") will be known as the "Progress 2023-2 Security Trust".

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## **3 Security**

### **3.1 Security**

The Trustee in its capacity as trustee of the Trust charges all of the Trustee's present and after-acquired, right, title, interest and property in the Secured Property, to the Security Trustee for the due and punctual performance, observance and fulfilment of the Obligations and the payment in full of all the Secured Moneys in relation to the Trust on the terms and conditions contained in the Master Security Trust Deed.

### **3.2 Consideration**

The Trustee acknowledges that it is giving this Charge and incurring obligations and giving rights under this document for valuable consideration.

### **3.3 Trust Manager's Undertaking**

The Trust Manager undertakes to the Trustee and the Security Trustee that it will take all action reasonably required in the event that:

- (a) any Transaction Document is varied, replaced or restated; or
- (b) a new Transaction Document is entered into,

on or after the date of this document, which in each case has the effect of increasing the amount of the Secured Moneys, to make all filings required to ensure the efficacy of the Charge documented under this document as security for those Secured Moneys is maintained. The Trustee and the Security Trustee

undertake for the benefit of the Trust Manager to provide all assistance reasonably required by the Trust Manager to ensure the Trust Manager can comply with the foregoing undertaking.

### **3.4 Priority**

This Charge will operate as a first ranking security over the Secured Property subject only to any Security Interests mandatorily preferred by law.

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## **4 Notices**

Clause 24 ("*Notices*") of the Series Notice applies to this document as if set out in full (with all necessary changes, including changes to clause references).

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## **5 Governing Law**

### **5.1 Governing law**

This document and the Security Trust are governed by the law in force in the State of New South Wales and the rights, liabilities and obligations of the parties and the other Secured Creditors are governed by the laws in force in that place.

### **5.2 Non-exclusive jurisdiction**

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

### **5.3 Service of process**

Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 4 ("*Notices*").

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## **6 Counterparts**

This document may be executed in any number of counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument.

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## **7 Limited Recourse**

### **7.1 Security Trustee liability**

Notwithstanding any other provision of this document, the Security Trustee will have no liability under or in connection with this document or any other Transaction Document (whether to the Secured Creditors, the Trustee, the Trust Manager or any other person) other than to the extent to which the liability is able to be satisfied in accordance with the Master Security Trust Deed or any other Transaction Document out of the property of the Trust Fund from which the Security Trustee is actually indemnified for the liability. This limitation will not

apply to a liability of the Security Trustee to the extent that it is not satisfied because, under the Master Security Trust Deed or by operation of law, there is a reduction in the extent of the Security Trustee's indemnification as a result of the Security Trustee's fraud, negligence or wilful default. Nothing in this clause 7.1 or any similar provision in any other Transaction Document limits or adversely affects the powers of the Security Trustee, any Receiver or attorney in respect of the Charge or the Secured Property.

## **7.2 Trustee liability**

This document applies to the Trustee only in its capacity as trustee of the Trust and in no other capacity. A liability of the Trustee arising under or in connection with this document or any other Transaction Document or the Trust is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is actually indemnified for that liability. This limitation of the Trustee's liability applies despite any other provision of this document and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this document or the Trust.

## **7.3 Claims against Trustee**

No person may sue the Trustee in any capacity other than as trustee of the Trust or seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of, or affecting, the Trustee (except in relation to property of the Trust).

## **7.4 Fraud, negligence or wilful default**

The provisions of this clause shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because, under this document or any other Transaction Document, or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or wilful default.

## **7.5 Acts or omissions**

It is acknowledged that the Trust Manager and other persons are responsible under this document and the Transaction Documents for performing a variety of obligations relating to the Trust. No act or omission of the Trustee (including any related value to satisfy its obligations under this document or any other Transaction Document or any related breach of any representation or warranty under or in connection with this document or any other Transaction Document) will be considered fraud, negligence or wilful default of the Trustee for the purposes of clause 7.4 ("*Fraud, negligence or wilful default*") to the extent to which the act or omission was caused or contributed to by any failure by the Trust Manager or any other person who provides services in respect of the Trust to fulfil its obligations relating to the Trust or by any other act or omission of the Trust Manager or any other person who provides services in respect of the Trust.

## **7.6 Agents**

No attorney, agent, receiver or receiver and manager appointed in accordance with this document or any other Transaction Document has authority to act on behalf of the Trustee in a way that exposes the Trustee to any personal liability, and no act or omission of any such person will be considered fraud, negligence or wilful default of the Trustee for the purpose of clause 7.4 ("*Fraud, negligence or wilful default*").

## 7.7 Trust assets

Without limiting any other paragraph of this clause 7, the liability of the Trustee to make any payment to a person in accordance with this document or any other Transaction Document is limited to the funds available to the Trustee at that time from the Assets of the Trust.

## 7.8 Acts or omissions

The Trustee is not obliged to do anything or refrain from doing anything under or in connection with this document (including incur a liability) unless the Trustee's liability is limited in the same manner as set out in this clause.

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# 8 Personal Property Securities Act

- (a) **(Interpretation):** In this clause 8, terms have the meanings given to them in the PPS Act.
- (b) **(Trust Manager to take action):** Without limiting any provision of any other Transaction Document, the Trust Manager undertakes, at its own cost, to do all things within its power and control (including, without limitation, directing the Trustee or the Security Trustee to take any required action) necessary from time to time to perfect the Security Trustee's position as chargee under the Charge and the Trustee's interest in the assets of the Security Trust in the context of the PPS Act.
- (c) **(Security Trustee to comply with Trust Manager's directions):** The Security Trustee agrees to comply with any reasonable directions given to it by the Trust Manager pursuant to clause 8(b) (as the case may be), provided that:
  - (i) such directions contain sufficient detail as to the action required of the Security Trustee;
  - (ii) in the event that such directions are not sufficiently detailed to enable the Security Trustee to comply, the Security Trustee is not required to take any action other than to inform the Trust Manager of such deficiency and specify the reason that it is unable to comply;
  - (iii) all costs and expenses incurred by the Security Trustee (including time in attendance) in complying with this clause 8 shall be Series Trust Expenses; and
  - (iv) in the absence of any such directions, the Security Trustee is not required to take any action with respect to the PPS Act.
- (d) **(Trustee and Security Trustee limitation of liability):** Neither the Trustee nor the Security Trustee:
  - (i) is responsible for ensuring that the PPS Act is complied with in relation to the Security Trust or for ensuring the accuracy, completeness or effectiveness (as the case may be) of any registration or perfection, or the priority, of any security interest; and
  - (ii) shall be liable to any person for any loss arising in relation to the Security Trust in connection with the PPS Act, the new PPS register, any defect in registration or loss of priority in connection therewith, acting on the directions of the Trust Manager in

accordance with this clause 8 and clause 2.11 ("*Personal Property Securities Act*") of the Series Notice (as the case may be) or any failure by the Trust Manager to comply with its obligations in this clause 8, except to the extent that such loss is a direct result of a breach by the Trustee or the Security Trustee (as the case may be) of its obligations under this clause 8 or the fraud, negligence or wilful default of the Trustee or the Security Trustee.

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## 9 Anti-Money Laundering

Each party must take all action required to comply with any applicable anti-money laundering or counter-terrorism financing laws in connection with the performance of its obligations under the Transaction Documents. Each party agrees promptly to provide, to the extent permitted by law, any information and documents (in its possession or otherwise readily available to it) reasonably required by any other party to enable it to comply with any applicable anti-money laundering or counter-terrorism financing laws. A party may decline to perform any obligation under the Transaction Documents to the extent that it forms the view, in its reasonable opinion, that notwithstanding that it has taken all reasonable steps to comply with such anti-money laundering or counter-terrorism financing laws, it is required to decline to perform those obligations under any such laws. The Originator agrees to carry out the applicable customer identification procedures (as defined in the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("**Anti-Money Laundering Act**") in respect of each Debtor in such circumstances and in compliance with all other conditions as are specified in the AML/CTF Rules (as defined in the Anti-Money Laundering Act). Notwithstanding anything in this clause, a party will not be in breach of the Anti-Money Laundering Act during any prosecution free period provided that it has taken reasonable steps to comply with the law.

**EXECUTED** as a deed

# Progress 2023-2 Trust General Security Deed

## Signing page

DATED: 12 September 2023

**SIGNED, SEALED AND DELIVERED** )  
by Maria Valenti )  
Securitisation Senior Manager )  
as attorney for **P.T. LIMITED (ABN 67** )  
**004 454 666)** under power of attorney )  
dated 21 June 2017 )



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

**SIGNED, SEALED AND DELIVERED** )  
by Maria Valenti )  
Securitisation Senior Manager )  
as attorney for **PERPETUAL** )  
**TRUSTEE COMPANY LIMITED (ABN** )  
**42 000 001 007)** in its capacity as )  
trustee of the Progress 2023-2 Trust )  
under power of attorney dated 21 )  
June 2017 )



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

**SIGNED, SEALED AND DELIVERED** )  
 for and on behalf of **PRIORITY ONE** )  
**AGENCY SERVICES PTY LTD ABN** )  
**40 074 621 131** by )  
 )  
 and )  
 )  
 its Attorneys under a Power of )  
 Attorney dated 11 January 2018 and )  
 each Attorney declares that he or she )  
 has not received any notice of the )  
 revocation of such Power of Attorney )  
 )

DocuSigned by: Jason Bounassif  
**Jason Bounassif**  
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 Signature of Attorney

DocuSigned by: Sean O'Malley  
**Sean O'Malley**  
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 Signature of Attorney