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Details of Filing

Document Lodged:	Affidavit - Form 59 - Rule 29.02(1)
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File Title:	ALLEASING PTY LTD v ONESTEEL MANUFACTURING PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA

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Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

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Form 59
Rule 29.02(1)

Affidavit

No. VID of 2017

FEDERAL COURT OF AUSTRALIA
DISTRICT REGISTRY: VICTORIA
DIVISION: GENERAL

IN THE MATTER OF ONESTEEL MANUFACTURING PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT) ACN 004 651 325

ALLEASING PTY LTD ACN 008 655 025
Plaintiff

ONESTEEL MANUFACTURING PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT) ACN 004 651 325
Defendant

Affidavit of	Daniel Blizzard
Address	Level 5, 88 Phillip Street
Occupation	Chief Executive Officer
Date	15 May 2017

Document number	Details of affidavit and description of exhibit	Para	Page
1.	Affidavit of Daniel Blizzard	N/A	N/A
Exhibit DB-1			
2.	Old Lease Agreement	8	1-21
3.	Crusher Rental Schedule	10	22-28
4.	Parts Rental Schedule	12	27-33
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7.	Letter from Administrators to the Plaintiff dated 10 June 2016	19	40-41
8.	Amended Originating Process in NSWSC Proceedings	20	42-47
9.	Judgment in NSWSC Proceedings	22	48-88

Signature of deponent

Signature of witness

Filed on behalf of Alleasing Pty Ltd, the Plaintiff
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Document number	Details of affidavit and description of exhibit	Para	Page
10.	Notice of Appeal in NSWCA Proceedings	23	89-95
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Exhibit DB-2			
13.	Deed of Settlement	25	1-51

I **Daniel Blizzard,** chief executive officer, of Level 5, 88 Phillip Street Sydney NSW, say on oath:

Introduction

1. I am the chief executive officer of the plaintiff, Alleasing Pty Ltd (**Alleasing**), and I am authorised to make this affidavit on Alleasing's behalf.

2. I have been the chief executive officer of Alleasing since October 2015 when the current owners of the business completed the acquisition of Alleasing from Champ Private Equity.

3. As the chief executive officer of Alleasing, I have overall responsibility for the day-to-day operations of Alleasing.

4. Now shown to me and marked **"DB-1"** is a paginated bundle of documents which I refer to throughout this affidavit.

5. Now shown to me and marked **"DB-2"** is a paginated bundle of documents which I refer to throughout this affidavit. Confidentiality orders are sought in respect of the documents in Exhibit DB-2.

6. I am authorised to swear this affidavit on behalf of Alleasing. Save where indicated to the contrary, the facts and matters in this affidavit are within my own knowledge and are true. Where the facts are not within my knowledge, they are matters of information or belief and I believe them to be true and I have identified the source of this information or the basis of my belief.

7. Alleasing is a leading, independent provider of asset finance and leasing solutions.

8. Established more than 25 years ago, Alleasing finances and leases assets across a wide range of industry sectors to businesses of all sizes.

Old Lease Agreement

9. On 16 October 2014, Alleasing entered into a lease agreement (**Old Lease Agreement**) with OneSteel Manufacturing Pty Ltd (**OneSteel**), the defendant. A copy of the Old Lease Agreement appears at pages 1-21 of Exhibit DB-1.

10. On or about 1 May 2015, pursuant to the terms of the Old Lease Agreement and rental schedule no. E2N0157602 issued to OneSteel (**Crusher Rental Schedule**),

Signature of deponent

Signature of witness

OneSteel commenced leasing crushing and screening equipment (**Crusher**) from Alleasing. A copy of the Crusher Rental Schedule appears at pages 22-26 of Exhibit DB-1.

11. Prior to the commencement of the lease of the Crusher, Alleasing had advanced funds to the manufacturer of the Crusher, Striker Australia Pty Ltd, for the construction of the Crusher.

12. On or about 1 July 2015, pursuant to the terms of the Old Lease Agreement and rental schedule no. E2N0158455 issued to OneSteel (**Parts Rental Schedule**), OneSteel commenced leasing certain spare parts for the Crusher (**Parts**) from Alleasing. A copy of the Parts Rental Schedule appears at pages 27-33 of Exhibit DB-1.

13. Together, the Old Lease Agreement, the Crusher Rental Schedule and Parts Rental Schedule (**Old Lease Documents**) caused security interests to arise in respect of the Crusher and Parts favour of Alleasing.

14. Alleasing registered a financing statement (no. 201410170012815) on 17 October 2014 in respect of the Crusher (**Old Crusher Registration**) on the Personal Property Securities Register (**PPSR**). The Old Crusher Registration was amended on 1 May 2015 to update the description of the Crusher. A copy of the Old Crusher Registration and its amendment appears at pages 34-37 of Exhibit DB-1.

15. Alleasing registered a financing statement (no. 2015070059923) on 7 July 2015 in respect of the Crusher (**Old Parts Registration**) on the PPSR. A copy of the Old Parts Registration appears at pages 38-39 of Exhibit DB-1.

16. The Old Crusher Registration and the Old Parts Registration (**Old Registrations**) identified OneSteel, the grantor of the Old Registrations, by its ABN and not its ACN.

OneSteel's entry into external administration

17. I understand that OneSteel entered voluntary administration on 7 April 2016 and on 12 April 2016, Mr Mark Mentha, Ms Cassandra Matthews and Mr Martin Madden of KordaMentha were appointed as voluntary administrators to the Defendant (**Administrators**).

18. I understand that, on 4 November 2016 OneSteel entered into a deed of company arrangement.

Dispute over Crusher and Parts and Supreme Court Proceedings

19. On 10 June 2016, the Administrators wrote to OneSteel alleging that Alleasing's rights in the Crusher and the Parts had vested in OneSteel Manufacturing as a result of section 267 of the Personal Properties Securities Act 2009 (Cth) (**PPSA**). A copy of this letter appears at pages 40-41 of Exhibit DB-1.

20. Alleasing denied this allegation made by the Administrators, and on 11 August 2016 commenced proceedings in the Supreme Court of New South Wales (**NSWSC Proceedings**) seeking relief against OneSteel, the Administrators and

other parties on several grounds. A copy of the Amended Originating Process filed in the NSWSC Proceedings appears at pages 42-47 of Exhibit DB-1.

21. The NSWSC Proceedings were heard before Justice Brereton on 19 and 20 December 2016.

22. Justice Brereton delivered judgment in the NSWSC Proceedings favour of OneSteel and the Administrators on 31 January 2017. A copy of the judgement appears at page 48-88 of Exhibit DB-1.

23. On 27 February 2017, Alleasing filed an appeal of the judgment in the NSWSC Proceedings in the Court of Appeal of the Supreme Court of New South Wales (**NSWCA Proceedings**). A copy of Alleasing's notice of appeal appears at pages 89-95 of Exhibit DB-1.

24. On 23 March 2017, OneSteel filed a notice of contention in the NSWCA Proceedings. A copy of this notice of contention appears at pages 96-97 of Exhibit DB-1.

Settlement and New Lease

25. OneSteel, the Administrators and Alleasing have agreed to settle the NSWCA Proceedings. The settlement has been documented in a deed between the parties executed on 9 May 2017 (**Deed**). A copy of the Deed appears on pages 1-51 to Exhibit DB-2.

26. the Deed provides:

    (a) at clause 4.2, OneSteel and the Administrators will transfer the Crusher and Parts to Alleasing; and

    (b) at clause 4.3, OneSteel and Alleasing will enter into a new lease (**New Lease**), under which security interests registerable on the Personal Property Securities Register (**PPSR**) will arise (**New Security Interests**).

    (**Key Terms**)

27. The Key Terms are not operative unless Alleasing obtains orders from this Court granting relief under section 588FM of the Act from the vesting of the New Security Interests pursuant to section 588FL of the Act.

28. If the New Lease becomes operative, Alleasing will become a secured party in relation to the Crusher and the Parts. Therefore, pursuant to section 151(1) of the PPSA, Alleasing has registered financing statements on the PPSR in respect of the Crusher and the Parts on 12 May 2017, the registration numbers of which appear in the table below:

Registration Numbers
201705120069759
201705120069326

Signature of deponent

Signature of witness

Registration Numbers
201705120069873
201705120069498

Copies of these financing statements appear at pages 98-105 of Exhibit DB-1 (**New Registrations**).

29. The New Security Interests will be purchase money security interests (**PMSIs**) under the PPSA.

30. OneSteel has been in possession of the Crusher since 1 May 2015 and the Parts since 1 July 2015.

31. As OneSteel remains subject to a deed of company arrangement, I understand that the New Security Interests may vest in OneSteel due to the operation of section 588FL of the Corporations Act 2001 (Cth) (**Act**), because the New Registrations did not occur by the time stipulated by section 588FL(2)(b).

32. Accordingly, Alleasing seeks an order pursuant to section 588FM of the Act fixing a later time for the registration of its security interests to prevent the operation of section 588FL of the Corporations Act causing the vesting of the New Security Interests in the OneSteel.

33. Alleasing also seeks an order pursuant to section 293 of the PPSA to extend the time for the registration of the New Security Interests so it can enjoy the priority granted to PMSIs under section 62(3) of the PPSA.

34. If the Court does not grant this relief, Alleasing will be prejudiced as:

    (a) it will be unable to effect the settlement it has reached with OneSteel and the Administrators; and

    (b) it will be obliged to continue the NSWCA Proceedings to pursue its claim to the Crusher and the Parts, exposing it, OneSteel and the Administrators to the cost and uncertainty of litigation.

Signature of deponent

Signature of witness

35. The NSWCA Proceedings are currently stayed pending a finalisation of the settlement between the parties. The matter is before the Court of Appeal for further directions on 7 June 2017.

Sworn at Sydney, New South Wales,
Before me:

Solicitor/~~Justice of the Peace~~
Name: Marie-Iyse Eliatamby
Address: Level 5 88 Phillip Street Sydney NSW 2000
~~Registration No:~~

Daniel Blizzard

Exhibit DB-1

No. VID of 2017

FEDERAL COURT OF AUSTRALIA
DISTRICT REGISTRY: VICTORIA
DIVISION: GENERAL

IN THE MATTER OF ONESTEEL MANUFACTURING PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT) ACN 004 651 325

ALLEASING PTY LTD ACN 008 655 025
Plaintiff

ONESTEEL MANUFACTURING PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT) ACN 004 651 325
Defendant

This is the exhibit marked "DB-1" referred to in the affidavit of Daniel Blizzard sworn before me on 15 May 2017.

Solicitor/~~Justice of the Peace~~
Name: Marie-lyse Eliatamby
Address: Level 5, 88 Phillip Street Sydney NSW 2000.
~~Registration No:~~

Filed on behalf of	Alleasing Pty Ltd, the plaintiff
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alleasing

AGREEMENT

BETWEEN

ALLEASING PTY LIMITED
ABN 96 008 655 025

AND
ONESTEEL MANUFACTURING PTY LIMITED
ABN 42 004 651 325

THIS AGREEMENT is made on 16th October 2014

BETWEEN: **ALLEASING PTY LIMITED** ABN 96 008 655 025
Of Level 2, 255 George Street, Sydney NSW 2000
("Alleasing/we/us/our")

AND: **ONESTEEL MANUFACTURING PTY LIMITED**
ABN 42 004 651 325
Of Port Augusta Road, Whyalla SA 5600
(the "You/your/OneSteel").

IT IS AGREED:

1. Definitions and interpretation

1.1 **"ACL"** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act* 2010 (Cth).

"Arrium" means Arrium Limited ACN 004 410 833.

"Authorised Signatory" in relation to you means:

i. each of your directors or secretaries;

ii. a signatory referred to in Schedule 1;

iii. a signatory notified in writing by you to us to be an Authorised Signatory;

iv. any other person that is authorised to sign on your behalf (as reasonably determined by us).

"Business Day" means a day on which banks are open for general banking business in Sydney.

"Commencement Date" means the Commencement Date specified in a Rental Schedule.

"Equipment" means the equipment described in a Rental Schedule, and includes any part of that equipment or any equipment substituted or added in accordance with this Agreement and, where applicable, includes all operating systems licences supplied with the equipment by either the manufacturer or the vendor of the equipment.

"Insolvent" means unable to pay debts when they fall due, in receivership or receivership and/or management, in liquidation, in provisional liquidation, under official management or administration, wound up, subject to any arrangement, assignment or composition with creditors or protected from any creditors under any legislation.

"Overdue Rate" means a rate of interest 3% above the "bid rate" for bank accepted bills which have a tenor equal to 90 days published in the Australian Financial Review on the date payment fell due.

"Payment Date" means the first day of each quarter in the months of

January, April, July and October occurring from the Commencement Date until the end of the Term.

"PPSA" means the *Personal Property Securities Act* 2009 (Cwlth).

"Rental Schedule" means a Rental Schedule substantially in the form of Schedule 2.

"Review Event" means at any time (i) where you undergo a change of Control (as defined in clause 9) or (ii) Arrium or a related body corporate of Arrium is the subject of a corporate restructure (which does not extend to include an internal reorganisation or restructure of existing Arrium companies) or sale which in the opinion of Alleasing, reasonably formed, has an adverse effect on Arrium's credit standing and your ability to fulfil your obligations under this Agreement.

"Security Interest" means anything that is defined to be a 'security interest' under the PPSA.

"Similar/similar" means, in relation to Equipment, items of the same type and same or better configuration, functionality, quantity, value and material and, in relation to packaging for the purposes of clause 12.1 means packaging of the same type used in the delivery of the Equipment to you.

"Term" means the rental term referred to in clause 3.1, as extended or varied in accordance with this Agreement.

"You" means you as described above.

"We" or **"Us"** means Alleasing Pty Limited ABN 96 008 655 025.

1.2 In this Agreement:

(a) the singular includes the plural and vice versa;

(b) "person" includes a firm, body corporate, unincorporated association or any other body or entity;

(c) a reference to either party includes that party's successors and permitted assigns;

(d) a reference to a clause or schedule is a reference to a clause or schedule of this Agreement;

(e) headings are inserted for convenience only and do not affect interpretation; and

(f) a reference to legislation includes that legislation as amended or modified or re-enacted.

2. Renting of Equipment

2.1 From time to time you may request us to rent Equipment to you. You may do this by delivering to us a completed and signed Rental Schedule together with a supplier's invoice addressed to us for the Equipment. The Rental Schedule must be signed by an Authorised Signatory.

2.2 We may in our absolute discretion either accept or reject any such request. Our discretion will not be affected should you pre-pay any moneys or take delivery of the Equipment.

2.3 We may accept a request by signing and returning to you a copy of the Rental Schedule. Upon our signing the Rental Schedule an agreement will come into effect between us for rental of the Equipment referred to in the Rental Schedule on the terms and conditions set out in the following clauses of this Agreement.

2.4 If Equipment is delivered to you before we accept a Rental Schedule, you must in any event observe the provisions of this Agreement relating to care, insurance and use of the Equipment.

3. Rental Term

3.1 In respect of each agreement for rental of Equipment arising under this Agreement, the Term commences on the first Payment Date occurring on or after the Commencement Date and, subject to clauses 16 and 21, continues for the number of months specified in the applicable Rental Schedule.

3.2 If the Commencement Date is not also a Payment Date, then you will also rent the Equipment from us for the interim period from the Commencement Date until the first Payment Date.

4. Rent

4.1 In respect of each agreement for rental of Equipment arising under this Agreement, you will throughout the Term pay us the rental instalments specified in the applicable Rental Schedule.

4.2 The rental instalments are payable in advance on each Payment Date.

4.3 If the Commencement Date is not a Payment Date, then on the Commencement Date you will pay to us interim rent for the period from the Commencement Date to the first Payment Date calculated as one-ninetieth (1/90th) of the quarterly payment multiplied by the number of days from the Commencement Date to the first Payment Date.

4.4 The rental instalments must be paid in such manner as we may from time to time direct you in writing.

4.5 You must pay each instalment of rent by noon on the relevant Payment Date in funds that are immediately available to the person or account nominated by us. If the date is not a Business Day then you must pay the rent instalment on the preceding Business Day.

4.6 Your obligation to pay rent and other moneys under this Agreement is absolute and unconditional and is not subject to set-off or reduction for any reason. Without limitation, your payment obligations will continue notwithstanding any

defect in, breakdown, accident, loss, theft or damage to the Equipment.

4.7 If you pay the Rent by a method other than direct debit, you must also pay us the Payment Processing Fee on each Payment Date.

5. Acquisition of Equipment

5.1 You will obtain delivery of the Equipment at your expense and, if required, arrange for its installation at your expense.

5.2 You acknowledge that:

(a) you have examined the Equipment before accepting it and satisfied yourself as to its quality, condition and suitability for your purposes and its compliance with any prescribed safety standards;

(b) except to the extent that the ACL applies, we have given no representation or warranty regarding the quality, fitness, safety or suitability of the Equipment or as to taxation, accounting classification or otherwise, and no person is authorised by us to do so;

(c) you do not have any title to the Equipment;

(d) no agreement or representation has been made which will entitle you to acquire the Equipment at a later date;

(e) except to the extent that the ACL applies, you will look to the supplier, and not us, for any collateral warranty you may require in relation to the Equipment. We hereby assign to you, in respect of each item of Equipment, with effect from the Commencement Date for the rental of that Equipment and so far as we are able to do so, the benefit of all supplier, manufacturer, assembler and maintainer warranties and guarantees (the **"Warranties"**) in relation to the Equipment. If the Warranties cannot be assigned then we will at your request do all things necessary to enforce the Warranties on your behalf. On the termination or expiration of the renting of that Equipment, the benefit of the Warranties in respect of that Equipment is automatically re-assigned to us;

(f) any replacement of, alteration or addition to the Equipment will become our property and will be considered part of the Equipment for the purposes of this Agreement;

(g) anything which you must do under this Agreement must be done at your cost;

(h) unless specified otherwise in your name in this Agreement or a Rental Schedule, you do not enter into this Agreement or sign any Rental Schedule as trustee of any trust or settlement;

(i) where any Equipment includes computer software, we do not make any representation or warranty as to our title or to our ability to grant any rights to you for that Equipment. But where we are able to do so, we grant you the rights which we have to use the Equipment;

(j) you have taken your own advice as to the accounting and financial consequences in entering into this Agreement and each Rental Schedule, and you have not relied on us in relation to any of these matters;

(k) we have not made any representation, warranty or undertaking about the deductibility of the rent instalments for income tax purposes, or for the purposes of any relevant tax equivalence regime, or of the liability to tax of such instalments.

6. Use of Equipment

6.1 You must:

(a) ensure that the Equipment is used only in your general business operations and only for the purpose for which it was designed and keep the Equipment in good order and repair (reasonable wear and tear excepted) and properly operated and serviced in accordance with its supplier's reasonable instructions and recommendations and in accordance with any maintenance agreement entered into in respect of the Equipment;

(b) not:

(i) sell, dispose of, encumber or otherwise grant a Security Interest in or over the Equipment; or

(ii) lease, sub-lease, bail or otherwise part with possession of the Equipment, nor attempt to do so, without our prior written consent;

(c) make clear to others that inquire as to ownership that we own the Equipment;

(d) not alter any identifying markings on the Equipment;

(e) allow us to enter the place where the Equipment is located at any reasonable time during normal business hours upon our first giving you two business days notice, to:

(i) inspect the condition of the Equipment; or

(ii) check whether the terms of this Agreement are being complied with,

(f) not attach the Equipment to any property without our prior written consent. If the Equipment is attached to land, it does not become a fixture and we can still remove it;

(g) refrain from doing anything which could give rise to any claim adverse to our ownership of the Equipment;

(h) comply with all applicable laws relating to the use of the Equipment; and

(i) not relocate the Equipment without our prior written consent (which may

not be unreasonably withheld).

6.2 If in the course of complying with clause 6.1 you replace or add parts, we will have title in the replacement or additional parts and you are assigned title in any parts replaced. You must ensure that all replacement and additional parts comply with the manufacturer's specifications.

7. Insurance

7.1 If Item 5 of a Rental Schedule indicates that insurance is required, you must:

(a) insure and keep that Equipment insured against loss, fire, accident, theft and damage for an amount equal to the full insurable value of the Equipment; and

(b) insure and keep us insured against all risks associated with the use of the Equipment including public liability for bodily injury or damage to property arising in connection with the Equipment for an agreed level of cover; and

(c) ensure that each policy of insurance under paragraphs (a) - (b) is with a reputable insurer in our name as owner and your name as renter for our respective interests;

(d) hand to us certificates of currency of insurance and to pay promptly all premiums and stamp duty in respect of such policies and to permit us to receive insurance proceeds which we are entitled to receive under such policies;; and

(e) not do or permit or suffer to be done anything which might prejudice any such insurance; and

(f) not vary the insurances in any material respect without our consent; and

(g) not enforce, conduct, settle or compromise any claim concerning the Equipment without our consent, which shall not be unreasonably withheld.

8. Casualty Occurrence

8.1 If any of the Equipment is lost, stolen or damaged beyond economic repair you must promptly notify us. If we confirm in writing to you that we are satisfied that the item is in fact lost, stolen or damaged beyond economic repair, you at your cost must either:

(a) with our prior written consent, replace that Equipment with similar equipment acceptable to us; or

(b) pay to us:

(i) an amount equal to the sum of the amounts calculated under clauses 10.2(b), (c), and (d) in so far as those amounts relate to that Equipment; and

(ii) the then present value (calculated using the discount rate

referred to in clause 10.2(c)) of the residual value of that Equipment assumed by us in calculating our return at the inception of the rental transaction.

8.2 If clause 8.1(a) applies, then:

(a) you must ensure that we obtain unencumbered title to the replacement equipment at the time of replacement; and

(b) the replacement equipment shall be taken to be Equipment for the purposes of this Agreement.

8.3 If clause 8.1(b) applies, then upon receipt by us of the amounts payable by you under clause 8.1(b):

(a) this Agreement will terminate in respect of that Equipment;

(b) the renting of the remaining Equipment referred to in the relevant Rental Schedule will continue at a new rent, being the rent otherwise payable less the proportion of the rent payable in respect of the Equipment which has been lost, stolen or damaged, as the case may be.

8.4 If we receive insurance proceeds in respect of the Equipment to which this clause 8 applies, then:

(a) if you have replaced the Equipment under clause 8.1(a), we will pay those insurance proceeds to you; or

(b) if the Equipment is not replaced by you under clause 8.1(a) and you pay all amounts due to us under clause 10.2(c) and clause 8.1(b) we will pay those insurance proceeds to you.

8.5 In making a determination under clause 8.1 as to whether the Equipment is in fact lost, stolen or damaged beyond economic repair, we must act reasonably and we may (but are not obliged to) appoint an insurance loss assessor or other independent expert to assist us.

9. Essential Terms

9.1 The following terms are fundamental and essential terms:

(a) that you pay all rental instalments on time (clause 4.5);

(b) where clause 7 applies, that you keep the Equipment insured;

(c) that you do not cease or threaten to cease carrying on business;

(d) that you do not become Insolvent;

(e) that you do not attempt to sell, dispose of or encumber the Equipment in any way (clause 6.1(b));

(f) that you comply with any written notice served by us on you requiring you to rectify any other default within ten (10) Business Days of service of that notice on you;

(g) that none of the Deed of Cross Guarantee or any Assumption Deed(s) with Arrium pursuant to ASIC Class Order 98/1418 are revoked (or there has been an application to revoke) or in any way are or become no longer valid, binding and enforceable;

(h) a breach of any conditions subsequent expressly stated in a Rental Schedule; and

(i) that you provide the Financial Information specified in clause 18.1 within the time required in that clause.

9.2 You will be taken to have repudiated this Agreement if you breach any of the essential terms referred to in clause 9.1. This clause 9.2 does not limit the circumstances under which you may be taken to have repudiated this Agreement.

9.3 Following the occurrence of a Review Event we will:

(a) determine (acting reasonably) whether:

(i) the Review Event necessitates an amendment to this Agreement as a consequence of the Review Event; and

(ii) if we determine that it does, notify you in writing and then negotiate with you in good faith for a period of 30 days after the date of such written notice as to the amendments proposed to the Agreement which are necessary and material to ameliorate the effects of the change in Control.

If upon the expiry of the 30 day period we have not agreed upon revised terms, either party may at any time by not less than a further 60 days written notice to the other terminate the renting with respect to all Equipment then being rented under this Agreement or the Equipment the subject of a particular Rental Schedule.

9.4 In this clause 9, "Control" of a person by another person means that the other person:

(a) has the power to appoint and/or remove the majority of the members of the governing body of that person or a member or members of the governing body of that person who is or are in a position to cast, or control the casting of, more than one half of the maximum number of votes that might be cast at a meeting of the governing body of that person;

(b) otherwise controls, or has power to control, the affairs and policies of that person; or

(c) is in a position to derive the whole or a substantial part of the benefit of the existence or activities of that person,

whether directly or indirectly and whether by the ownership (legally or beneficially) of capital, the possession of voting power, contract or otherwise.

9.5 Each party must notify the other party promptly in writing upon becoming aware

of the occurrence of any Review Event or the breach of any term specified in clause 9.1.

10. Termination

10.1 We may give you notice terminating the renting with respect to all Equipment then being rented under this Agreement or the Equipment the subject of the particular Rental Schedule if there is a breach of any essential term specified in clause 9.1 or as a result of a Review Event as specified in clause 9.3.

10.2 If we terminate the renting of any Equipment under clause 10.1 or you terminate the renting of any Equipment under clause 9.3, you must immediately:

(a) return the Equipment to us in good order and condition (reasonable wear and tear excepted having regard to the permitted use of the Equipment) to a place specified by us (and if you do not do so, we may retake possession of the Equipment without further notice);

(b) pay to us all moneys then payable under this Agreement;

(c) pay to us as liquidated damages the present value of future rent instalments payable for the balance of the Term, calculated by applying to each such instalment a discount rate equal to the nearest term annual Swap rate percentage equivalent for the balance of the Term specified in the AFMA Interest Rate Swaps mid-rate on the date of termination.

10.3 Following any termination we must take all reasonable steps to mitigate our loss (for example, by offering the Equipment for resale or by attempting to re-rent the Equipment). Provided you have paid the moneys due to us under clause 10.2 we will refund to you any amount mitigated (after deducting all costs and expenses we incur in mitigating our loss).

10.4 Any termination of this Agreement or any payment by you does not affect any other rights we have under this Agreement or at general law.

11. Liability

11.1 Except to the extent that the ACL applies, all express and implied terms, conditions and warranties (other than the ones set out in this Agreement or a Rental Schedule) are excluded. To the extent that the ACL applies, nothing in this Agreement will exclude, restrict or modify any rights or remedies which you may have under statute which cannot be excluded, restricted or modified.

11.2 Except to the extent that the ACL applies, we are not liable for any damage, injury or loss to any person or property arising from the possession, operation or use, storage or any other dealings of the Equipment by you or any third party. Notwithstanding any clause to the contrary in this Agreement neither party is liable to the other party for any indirect, consequential or reasonably foreseeable loss or damage, loss of profit, loss of opportunity, loss of business, or increased cost of capital arising under or in connection with this Agreement except to the extent such damages are part of a third party claim only for which OneSteel is required to indemnify Alleasing as provided in clause 15 of this Agreement.

11.3 Whether or not Division 1 of Part 3-2 of the ACL or any law to a similar effect applies;

(a) our liability for anything in relation to the Equipment and its use, including damage or economic loss (except to the extent that the ACL applies); and

(b) our liability for failure to comply with a guarantee under the ACL (other than a guarantee under section 52 of the ACL), to the extent that the ACL applies;

is limited, at our option, to one or more of the following:

(c) the replacement or the supply of equivalent equipment; or

(d) the repair of the relevant Equipment;

(e) the payment of the cost of replacing the relevant Equipment or of acquiring equivalent equipment; or

(f) the payment of the cost of having the relevant Equipment repaired.

12. Return of Equipment

12.1 At the expiration or earlier termination of the renting of the Equipment you must at your expense deliver up the Equipment in good working order and condition (reasonable wear and tear excepted having regard to the permitted use of the Equipment) and in similar packaging to that in which it was delivered to you and in accordance with any return conditions which form part of the relevant Rental Schedule to such place as we may reasonably direct in writing.

12.2 If you do not deliver up the Equipment as you are required to, we may enter any premises where we believe the Equipment may be located and take possession of the Equipment. In such event you release us from any liability or damage incurred in retaking or attempting to retake possession of the Equipment.

12.3 You are not permitted to return damaged Equipment. All Equipment returned must be in good working order and condition (reasonable wear and tear excepted having regard to the permitted use of the Equipment) and in similar packaging to that in which it was delivered to you. In the event that Equipment is damaged it must be repaired at your expense prior to return.

13. Costs, Duties, Taxes and Commissions

13.1 You must pay or reimburse us for:

(a) all taxes (other than income tax), stamp duties and other duties [including any charges payable on the disposal of personal computers or related goods (together with any related interest, penalties, fines and expenses in connection with them), payable in connection with this Agreement or any payment, receipt or other transaction arising under this Agreement provided such amounts have only become payable due to a change in the law regarding the payment of taxes, stamp duties and other duties occurring after the date of this Agreement;

(b) any expenses which we may reasonably incur in exercising rights granted to us under this Agreement in retaking or attempting to retake possession of the Equipment; and

(c) any costs or expenses (including legal costs) reasonably incurred by us in connection with the protection of the Equipment or the enforcement of our rights under this Agreement.

13.2 You agree to our paying commission, fees or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.

13.3 Without limiting clause 13.1, if a GST is imposed on any supply made by us to you under this Agreement, you must pay, in addition to rentals and any other amount payable by you under the Agreement, an additional amount for the supply equal to the GST payable by us on the supply (unless we notify you in writing that an amount payable for the supply is GST inclusive).

13.4 Your obligation under clause 13.3 only applies if we have provided you with a Tax Invoice for the supply that sets out the relevant amount in respect of which GST is payable and the amount of that GST.

13.5 If we are not entitled to a refund or credit in respect of any amount of GST payable on any supply to us (or in respect of any amount which is charged to us by way of or as reimbursement for GST), we may increase the rent or other amounts payable by you on account of such amount.

14. Maintenance Charges

14.1 If any charges for the maintenance or servicing of the Equipment have been included in the rental instalments, you acknowledge and agree that:

(a) you have given us a direction to pay the maintenance or service provider and to include such charges in the rental instalments;

(b) we are not responsible for the maintenance of the Equipment; and

(c) any failure or breach or insolvency on the part of the maintenance or service provider will not in any way release you from the requirement for you to pay the rental instalments and observe your other obligations under this Agreement.

15. Indemnities

15.1 You indemnify us against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

(a) any loss of or damage to the Equipment, however arising;

(b) any death, injury or damage to any person or property arising directly or indirectly from the Equipment or its use;

(c) any claim for breach or infringement of intellectual property rights arising in connection with the Equipment or its use;

(d) us exercising our rights where you are in breach, or doing anything you should have done but have failed to do after us giving you notice, under this Agreement;

(e) you breaching a term of this Agreement;

(f) this Agreement terminating for any reason in relation to some or all of the Equipment before the end of the Term;

(g) any GST or other tax payable in respect of the Equipment or this Agreement; and

(h) without limiting (a) to (h) (inclusive) above, the design, manufacture, installation or condition of any Equipment (including any upgrade made to the Equipment, if applicable),

to the extent that such loss, damage, claim or liability is not due to our negligence or breach of this agreement.

15.2 Each indemnity in clause 15.1 is a separate and independent obligation and continues after termination of this Agreement. It is not necessary for us to incur expense or make a payment before we enforce a right of indemnity.

16. Extension of Term and Holding Over

16.1 In respect of each agreement for rental of Equipment arising under this Agreement:

(a) provided you are not in default of your obligations under clause 4.5, you may extend the Term for a further term of six (6) months by delivering to us written notice not more than five (5) months but not less than three (3) months prior to the expiration of the Term of your intention to renew the rental of the Equipment for a specific period at the expiration of the Term; or

(b) you deliver the Equipment to us at your expense in accordance with clause 12.1 on or before the expiry of the Term (unless we have agreed with you in writing to renew the rental of the Equipment for a further period).

If you do not return the Equipment at the expiration of the Term and have not notified us of your intention to extend the Term in accordance with clause 16.1(a), you must notify us by not less than 60 days, of when you shall deliver the Equipment to us in accordance with clause 12.1 and any direct costs incurred by us in relation to the Equipment until that time shall be borne by you.

16.2 If you do not return the Equipment at the expiration of the extended period referred to in clause 16.1, the Term shall be further extended with rent payable at the equivalent of the periodic rental instalments payable immediately before the expiration of the Term and otherwise on the terms of this Agreement, until such time as:

(a) we terminate the renting of the Equipment by notice in writing to you; or

(b) you terminate the renting of the Equipment by first giving us at least three (3) months written notice and delivering up the Equipment to us in accordance with clause 12.1.

17. Overdue Payments

17.1 You must pay to us on demand interest on any amount due to us but unpaid. Interest will be charged at the Overdue Rate.

17.2 At intervals that we determine, or, if we do not make a determination, on each Payment Date, we may add any interest payable under clause 17.1 which is not paid when due to the amount for which you are liable. You will then be liable for interest under clause 17.1 on the total amount.

17.3 You must pay all interest payable under clauses 17.1 or 17.2 when we ask you for it or at times specified by us.

17.4 Your obligation to pay an amount on the date it becomes due is not affected by 17.1 to 17.3 (inclusive).

17.5 If a liability under the rental agreement becomes merged in a judgment or order, then you agree to pay interest to us on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the Overdue Rate.

18. Financial Information

18.1 As and when requested by us (and, in the case of (a) below, in any event within 120 days of the end of your financial year), you will provide us, with:

(a) (if you are a company) a copy of your latest financial statements (audited where your financial statements are audited, if applicable); and

(b) such other reports or financial information, or other information in relation to the Equipment or insurances relating to it, as we may reasonably request.

19. Personal Property Securities Act 2009

19.1 This clause 19 applies after the commencement of the PPSA and to the extent that this Agreement or our interest under this Agreement is or contains a security interest for the purposes of the PPSA.

19.2 If we determine that this Agreement (or a transaction in connection with it) or our interest under this Agreement is or contains a security interest for the purposes of the PPSA, you agree to do anything (such as obtaining consents, completing, signing and producing documents and supplying information) which we reasonably request and consider reasonably necessary for the purposes of:

(a) ensuring that such security interest is enforceable, attached, perfected and otherwise effective; or

(b) enabling us to apply for any registration, or give any notification, in connection with such security interest so that the security interest has the priority required by us; or

(c) enabling us to exercise rights in connection with such security interest.

19.3 To the extent that Chapter 4 of the PPSA applies, you agree to the extent permitted by law that in respect of any arrangement between you and us, the provisions of sections 130 (notice of disposal) (to the extent that it requires us to give a notice to you), 132(3)(d) (contents of statement of account after disposal), 132(4) (statement of account if no disposal), 135 (notice of retention) and 143 (reinstatement of security agreement) of the PPSA which are for your benefit, or place any obligations on us in your favour, shall not apply and where we have rights in addition to those in Chapter 4 of the PPSA, those rights shall continue to apply.

19.4 To the extent that Chapter 4 of the PPSA applies, without limitation to anything in clause 19.3 you waive any right given to you under Chapter 4 that you are able to waive.

19.5 You waive your right to receive any verification statement (as defined in the PPSA) in relation to this Agreement, our interest in this Agreement or the Equipment.

19.6 Subject to section 275(7) of the PPSA, neither party may disclose information of the kind referred to in section 275(1) of the PPSA, and we are not required to respond to a request for information made in accordance with section 275(1) of the PPSA, unless otherwise agreed in writing.

19.7 For the purposes of this Agreement, terms defined in the PPSA have the same meaning in this Agreement.

20 Confidentiality

20.1 You and we must each keep confidential all information about each other which is in its nature confidential and which comes into your or our possession.

20.2 Neither of you or us are permitted to disclose any confidential information about the other without the consent of the other unless:

(a) that information has become publicly available; or

(b) disclosure is required by law; or

(c) disclosure is to any other party participating in the funding of the Equipment or this Agreement provided that party undertakes to comply with this condition.

21. Variation

21.1 We may in our absolute discretion agree to a request by you to vary any terms of this Agreement or any rental transaction under this Agreement, including a variation of the Term or of the Equipment rented. Where we agree to such a variation, an administration fee determined in good faith by Alleasing will be payable by you prior to execution of the variation agreement.

21.2 No variation will be effective unless it is in writing, is signed by or on behalf of you and us and is countersigned by the Financier who provided funds for the purchase and renting of Equipment to you.

22. Severance

22.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provision shall continue unaffected.

23. **Governing Law**

23.1 This Agreement is governed by the laws of New South Wales. We and you both agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

24. Waiver

24.1 No waiver by us of any default, breach or repudiation by you will affect our rights in respect of any further or continuing default, breach or repudiation.

25. **Assignment and Agency**

25.1 We may (but subject always to your rights as renter) sell or assign either absolutely or by way of security our rights under this Agreement or to the Equipment. You must not assign, transfer or otherwise deal with any of your rights under this Agreement without our prior written consent.

25.2 You acknowledge that we may have entered into this Agreement as the agent for some other person and that the other person has or may acquire property in the Equipment.

26. **Business Day**

26.1 If the day on which anything to be done is not a Business Day, then:

(a) if it involves a payment other than a payment which is due on demand, it shall be done on the preceding Business Day; and

(b) in all other cases, it shall be done no later than the next Business Day.

27. **Notices**

27.1 Any notice to be given, including any document in an action, must be addressed as set out in this Agreement or as last notified.

27.2 Notices may be hand delivered, sent by pre-paid mail or by facsimile.

27.3 Notices sent:

(a) by pre-paid mail will be taken to be received on the third Business Day after posting; and

(b) by facsimile will be taken to be received on production of a transmission report from the transmitting machine indicating a successful transmission of the facsimile.

28. Blanks and Corrections

28.1 You authorise us to complete any blank spaces in a Rental Schedule relating to the Commencement Date and the serial numbers and other identification of the Equipment. You also authorise us to rectify any details in a Rental Schedule to correct any manifest errors.

29. Our right to act

29.1 We may do anything which should have been done by you under this Agreement but which we consider you have not done properly.

30. How we may exercise our rights

30.1 We may exercise a right, remedy or power in any way we reasonably consider appropriate.

30.2 If we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later.

30.3 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, remedy or power (except where that loss is caused by our negligence).

30.4 Our rights, remedies and powers under this Agreement are in addition to any other rights, remedies and powers provided by law independently of it.

30.5 Any termination under clause 10 does not affect any other right or remedy we have for amounts due to us which remain unpaid.

31. Trusts

31.1 In this section, the "trustee" means you, if your name in this Agreement specifies that you are a trustee. This section applies to each trust of which you are a trustee.

31.2 The trustee represents that:

(a) this Agreement is for the benefit of the trust; and

(b) it is the only trustee of the trust and can sign this Agreement as the trustee of the trust; and

(c) it has signed this Agreement both on its own behalf and in its capacity as the trustee of the trust ; and

(d) it has authority under the trust deed to enter into this Agreement and perform its obligations hereunder; and

(e) it has the right to be indemnified out of the trust fund of the trust for obligations incurred by it under this Agreement and the trust fund is sufficient to satisfy such right of indemnity; and

(f) no action has been taken to remove it as trustee of the trust; and

(g) it is not in default under the trust deed and it has complied with all its obligations in respect of the trust; and

(h) no action has been taken or proposed to terminate the trust; and

(i) it will provide us, on request, with a copy of the trust deed and all other relevant documents relating to the trust; and

(j) the trust deed and the documents referred to in paragraph (i) disclose all of the terms of the trust.

31.3 The trustee will be taken to have represented these things on every payment date under this Agreement.

31.4 The trustee agrees that, without our consent:

(a) it will not retire or be removed as trustee of the trust; and

(b) the trust will not be terminated; and

(c) the trust deed will not be changed; and

(d) the trust fund of the trust will not be mixed with other property.

31.5 The trustee agrees that it will indemnify us against any costs, charges and expenses (including legal fees and expenses) incurred in connection with it not observing any of its obligations under this section or where any of the representations given in this section are found to be false or misleading.

SCHEDULE 1

Your Authorised Signatories:

1. **The persons listed below:-**

Name

Title/Position Specimen Signature

Name

Title/Position Specimen Signature

Name

Title/Position Specimen Signature

Name

Title/Position Specimen Signature

2. **Such other persons whose names and specimen signatures are advised in writing by you from time to time.**

PRO-FORMA]
[DO NOT SIGN]

SCHEDULE 2

RENTAL SCHEDULE NO.

RENTAL SCHEDULE BETWEEN:

(1) **ALLEASING PTY LIMITED ABN 96 008 655 025** ("Alleasing"); and

(2) **ONESTEEL MANUFACTURING PTY LIMITED ABN 42 004 651 325** ("Renter").

1. The Renter and Alleasing are parties to an Alleasing Agreement dated

2. Capitalised terms which are defined in the Alleasing Agreement have the same meaning when used in this Rental Schedule.

3. The Renter offers to rent from Alleasing the equipment described below (the "Equipment"). Alleasing agrees to rent to the Renter the Equipment at the rent and for the period set out below and subject to the terms and conditions of the Alleasing Agreement.

4. The Renter acknowledges that Alleasing may enter into the Rental Agreement as agent for a related entity of Alleasing as principal. All references to Alleasing's rights under the Alleasing Agreement and in the Equipment are to be read as references to Alleasing and its principal
(i) the Rental Agreement does not confer on the Renter any right to purchase equipment at or following the end of the Term specified below (or any extended Term);
(ii) any existing or future representation, agreement or arrangement (whether by way of side letter or otherwise) made by an employee or agent of Alleasing which purports to confer on the Renter (or any third person) a right to purchase Equipment or which varies the amount of rent payable following expiry of the Term specified below (or any extended Term) shall not be binding on Alleasing and shall have no force or effect, unless it is in writing and is signed by a director or chief executive officer of Alleasing (each an "Authorised Person"); and
(iii) the Renter releases Alleasing from, and indemnifies Alleasing against, any claim or liability arising directly or indirectly from any such agreement or arrangement that is not in writing and signed by an Authorised Person.

(a) EQUIPMENT

QTY	DESCRIPTION	SERIAL NUMBERS

(b) TERM.....months

(c) RENTAL INSTALMENTS

Rental Cost	GST	Total Rental Payable
$	$	$

Quarterly on each Payment Date.

(d) COMMENCEMENT DATE _____

5. Insurance required Yes/No

RENTERS SIGNATURE

SIGNED for and on behalf of OneSteel Manufacturing Pty Limited)
)
)
)
by an Authorised Signatory in the presence of:

_____
Authorised Signature

_____
Name (printed)

_____
Witness

_____
Name (printed)

OWNER (OFFICE USE)
ACCEPTED BY
ALLEASING PTY
LIMITED:

20

EXECUTED as an Agreement.

Executed by **ONESTEEL MANUFACTURING PTY LIMITED** **ACN 004 651 325** In accordance with section 127(1) of the Corporations Act:

Signature of director

GREG WATERS

Name of director (printed)

Signature of ~~director~~/secretary

M. O'CONNELL.

Name of ~~director~~/secretary

SIGNED for and on behalf of)
ALLEASING PTY LIMITED)
ACN 008 655 025)
)
by one of its Authorised Signatories with) authority of its directors in the presence of:)

Authorised Signatory

Witness Signature

DENISE HUNKIN

Witness Name (printed)

MEHEDI REZA

Name (printed)

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SCHEDULE 2
RENTAL SCHEDULE NO. E2N0157602
TAX INVOICE

RENTAL SCHEDULE BETWEEN:

(1) **ALLEASING PTY LIMITED ABN 96 008 655 025** ("Alleasing"); and

(2) **ONESTEEL MANUFACTURING PTY LIMITED ABN 42 004 651 325** ("Renter").

1. The Renter and Alleasing are parties to an Alleasing Agreement dated 16th October 2014
2. Capitalised terms which are defined in the Alleasing Agreement have the same meaning when used in this Rental Schedule.
3. The Renter offers to rent from Alleasing the equipment described below (the "Equipment"). Alleasing agrees to rent to the Renter the Equipment at the rent and for the period set out below and subject to the terms and conditions of the Alleasing Agreement.
4. The Renter acknowledges that Alleasing may enter into the Rental Agreement as agent for a related entity of Alleasing as principal. All references to Alleasing's rights under the Alleasing Agreement and in the Equipment are to be read as references to Alleasing and its principal. The parties agree that

(i) the Rental Agreement does not confer on the Renter any right to purchase equipment at or following the end of the Term specified below (or any extended Term);

(ii) any existing or future representation, agreement or arrangement (whether by way of side letter or otherwise) made by an employee or agent of Alleasing which purports to confer on the Renter (or any third person) a right to purchase Equipment or which varies the amount of rent payable following expiry of the Term specified below (or any extended Term) shall not be binding on Alleasing and shall have no force or effect, unless it is in writing and is signed by a director or chief executive officer of Alleasing (each an "Authorised Person"); and

(iii) the Renter releases Alleasing from, and indemnifies Alleasing against, any claim or liability arising directly or indirectly from any such agreement or arrangement that is not in writing and signed by an Authorised Person.

(a) EQUIPMENT

	Striker Crushing & Screening equipment As per Crusher Contract Agreement Number: HEP – M&E-086J-025A	

(b) TERM 72 months

(c) RENTAL INSTALMENTS

Rental Cost	GST	Total Rental Payable
$916,655.91	$91,665.59	$1,008,321.50

Quarterly on each Payment Date.

(d) The Renter also agrees to pay Alleasing a Documentation Fee of $0.00 (inc GST) on or before the Commencement Date

(e) COMMENCEMENT DATE 01 May 2015

5. Insurance required Yes

6. Return Conditions and Consent to Operation of Equipment by Contractor – refer to Annexure 'B'

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RENTERS SIGNATURE

SIGNED for and on behalf of OneSteel Manufacturing Pty Limited In accordance with Section 127(1) of the Corporations Act:	
Director signature	~~Director~~/Secretary Signature
Greg Waters	MICHAEL O'CONNELL
Director Name (printed)	~~Director~~/Secretary name (printed)

OWNER (OFFICE USE)
ACCEPTED BY
ALLEASING PTY LIMITED:

MEHEDI REZA

Sydney
L2 | 255 George St
Sydney NSW 2000

Post PO Box R1854
Royal Exchange
NSW 1225

Email enquiries@alleasing.com.au
Phone 1300 134 214
alleasing.com.au

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ANNEXURE B - RETURN CONDITIONS

As per Clause 12.1 of the Alleasing Agreement it is agreed that the return conditions set out herein will constitute a part of this Rental Schedule E2N0157602 for the following Equipment:

Striker Crushing & Screening equipment As per Crusher Contract Agreement Number: HEP – M&E-086J-025A and Annexure 'A' per Rental Schedule E2N0157602

When the Equipment is returned to us at the end of the Term or otherwise:-

A. The Equipment must be capable of operating safely and in accordance with the original design performance parameters of the equipment. The Equipment must pass all prevailing occupational health and safety requirements. All safety equipment, cover, guards, parts, pieces and components must be in place and operational.

B. Any motorised parts must operate at a minimum of 80% of the original manufacturer's rated capacity.

C. All component parts of the Equipment must be mechanically sound and within the manufacturer's specifications.

D. All instruments and gauges must be in operating condition.

E. The screening mechanism must be fully functional and capable of operating to the same capability as per the original manufacturer's specifications.

F. There must be no leaks or breaches to hydraulic hoses.

G. Hydraulic cylinders must not be bent our gouged.

H. All Equipment is to be returned with all manuals, maintenance records, log books, plans, drawings and schematics, inspection and overhaul records, operating requirements and other materials pertinent to the Equipment's operation, maintenance, assembly and disassembly.

I. The Equipment must be clean and free of any hazardous materials (reasonable wear and tear excepted having regard to the permitted use of the Equipment).

J. Crusher equipment will be dismantled and packed into 20ft or 40ft general containers or open top containers.

K. Delivery location to Adelaide port.

L. The dismantling of electrical cabling etc will include disconnection each of the crusher modular components at their junction boxes, the motor control centres will be disconnected, and site run underground conduits and cables will not be returned.

Renter Initials:.....

Sydney
L2 | 255 George St
Sydney NSW 2000

Post PO Box R1854
Royal Exchange
NSW 1225

Email enquiries@alleasing.com.au
Phone 1300 134 214
alleasing.com.au

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CONSENT TO OPERATION OF EQUIPMENT BY CONTRACTOR

M. Alleasing acknowledges that the Renter will engage a third party contractor to operate the Equipment on its behalf and consents to that arrangement provided that the Renter uses best endeavours to;

(i) ensure that the contractor engage only fully qualified personnel to carry out such contracted operations;
(ii) ensures that the contractor(s) meet all required safety and insurance cover requirements applicable to such contracted operations and personnel; and
(iii) remains in control of the Equipment location.

N. The Renter agrees to the provisions of the Alleasing consent at M.

Renter Initials:.....

Sydney
L2 | 255 George St
Sydney NSW 2000

Post PO Box R1854
Royal Exchange
NSW 1225

Email enquiries@alleasing.com.au
Phone 1300 134 214
alleasing.com.au

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CERTIFICATE OF INSTALLATION

TO: ALLEASING PTY LIMITED

This is the certificate of installation and commissioning required under clause 4.1(c) of the Escrow Agreement (the Agreement) between OneSteel Manufacturing Pty Limited (the Customer) and Alleasing Pty Ltd (the Owner) dated 16th October 2014

With reference to the Striker Crushing & Screening equipment As per the Crusher Contract Agreement Number: HEP – M&E-086J-025A, subject of the Agreement it is hereby declared that:-

(1) The Equipment is located at the Customer premises and is in satisfactory working order.

(2) The Equipment is suitable for the purpose of the Customer and for the purpose of the Agreement.

(3) I/We acknowledge that the Owner is not an agent of the supplier and that any claims for service or implied warranties or merchantability or fitness for any particular purpose of the Equipment will be directed to the supplier.

Escrow Agreement

Date:	16th October 2014	
Owner:	Alleasing Pty Limited	ABN 96 008 655 025
Customer:	OneSteel Manufacturing Pty Limited	ABN 42 004 651 325
Goods:	Striker Crushing & Screening equipment As per Crusher Contract Agreement Number: HEP – M&E-086J-025A	

Hereby declared:

.....
Signed

Greg Waters
.....
Name of Signatory

30th April 2015
.....
Date

Sydney
L2 | 255 George St
Sydney NSW 2000

Post PO Box R1854
Royal Exchange
NSW 1225

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Phone 1300 134 214
alleasing.com.au

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SCHEDULE 2
RENTAL SCHEDULE NO. E2N0158455
TAX INVOICE

RENTAL SCHEDULE BETWEEN:

(1) **ALLEASING PTY LIMITED ABN 96 008 655 025** ("Alleasing"); and

(2) **ONESTEEL MANUFACTURING PTY LIMITED ABN 42 004 651 325** ("Renter"). ✓

1. The Renter and Alleasing are parties to an Alleasing Agreement dated 16th October 2014
2. Capitalised terms which are defined in the Alleasing Agreement have the same meaning when used in this Rental Schedule.
3. The Renter offers to rent from Alleasing the equipment described below (the "Equipment"). Alleasing agrees to rent to the Renter the Equipment at the rent and for the period set out below and subject to the terms and conditions of the Alleasing Agreement.
4. The Renter acknowledges that Alleasing may enter into the Rental Agreement as agent for a related entity of Alleasing as principal. All references to Alleasing's rights under the Alleasing Agreement and in the Equipment are to be read as references to Alleasing and its principal. The parties agree that
   (i) the Rental Agreement does not confer on the Renter any right to purchase equipment at or following the end of the Term specified below (or any extended Term);
   (ii) any existing or future representation, agreement or arrangement (whether by way of side letter or otherwise) made by an employee or agent of Alleasing which purports to confer on the Renter (or any third person) a right to purchase Equipment or which varies the amount of rent payable following expiry of the Term specified below (or any extended Term) shall not be binding on Alleasing and shall have no force or effect, unless it is in writing and is signed by a director or chief executive officer of Alleasing (each an "Authorised Person"); and
   (iii) the Renter releases Alleasing from, and indemnifies Alleasing against, any claim or liability arising directly or indirectly from any such agreement or arrangement that is not in writing and signed by an Authorised Person.

(a) EQUIPMENT

QTY	DESCRIPTION	SERIAL NUMBERS
	Spare parts related to the Striker Crushing & Screening equipment As per Crusher Contract Agreement Number: HEP – M&E-086J-025A. Refer to Annexure 'A'	

(b) TERM 72 months

(c) RENTAL INSTALMENTS

Rental Cost	GST	**Total Rental Payable**
$5,386.04	$538.60	**$5,924.64**

Quarterly on each Payment Date.

(d) The Renter also agrees to pay Alleasing a Documentation Fee of $0.00 (inc GST) on or before the Commencement Date

(e) COMMENCEMENT DATE 01 July 2015

5. Insurance required Yes

6. Return Conditions and Consent to Operation of Equipment by Contractor – refer to Annexure 'B'

alleasing

RENTERS SIGNATURE

SIGNED for and on behalf of OneSteel Manufacturing Pty Limited

In accordance with Section 127(1) of the Corporations Act:

Director signature

Director Name (printed) GREG WATERS

~~Director~~/Secretary Signature

Director/Secretary name (printed) Michael O'Connell

OWNER (OFFICE USE) ACCEPTED BY ALLEASING PTY LIMITED:

MEHEDI REZA

Sydney
L2 | 255 George St
Sydney NSW 2000

Post PO Box R1854
Royal Exchange
NSW 1225

Email enquiries@alleasing.com.au
Phone 1300 134 214
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Annexure 'A'

This is page 1 of 2 of Annexure A referred to in the Agreement Number E2N0158455 between ONESTEEL MANUFACTURING PTY LIMITED (the "Rentar") and Alleasing (the "Owner")

Description	Make	Model	Serial Numbers	Type	Sub Type
SUPPLIER: Striker Australia Pty Ltd					
INVOICE NO: 20779					
2 x Bearing Block 90 Diameter					Plant and Equipment
2 x Bearing Block 100mm Diameter					Plant and Equipment
Motor 25HP 284TC 3PH					Plant and Equipment
Hydroforce FR 10-38A-8T-N-4 3 Port Assembly					Plant and Equipment
2 x Pillow Block Bearing					Plant and Equipment
2 x Idler Pulley Bearing 30mm					Plant and Equipment
4 x Breather Filter					Plant and Equipment
Electric Motor -1.5kW brake motor					Plant and Equipment
Electric Motor - 22kW - B5					Plant and Equipment
Electric Motor - 37kW					Plant and Equipment
JM1310 C125 - One Piece Fixed Jaw Liner HD					Plant and Equipment
JM1310 C125 - One Piece Swing Jaw Liner HD					Plant and Equipment
4 x HP4 Mantle Liner - Medium					Plant and Equipment
4 HP4 Bowl Liner - Medium					Plant and Equipment
INVOICE NO: 20813					
Gear Pump Cassapa 2.11ci					Plant and Equipment
2 x Upper Cheek Plate Suit C125 JM1310					Plant and Equipment
3 x Lower Cheek Plate C125 JM1310					Plant and Equipment
C125 TOGGLE PLATE					Plant and Equipment
Swing Jaw Upper Tightening Wedge					Plant and Equipment
Fill Wedge Upper Fixed & Swing					Plant and Equipment
INVOICE NO: 20817					
Auburn Power Wheel Drive					Plant and Equipment
Radial Drive Valve Assembly					Plant and Equipment
VA1145-05-1 Rev X1					Plant and Equipment
Mico Brake					Plant and Equipment
Belt Tensioner Swing Arm					Plant and Equipment
Flexco Belt Cleaner EZP1-2					Plant and Equipment
Flexco Belt Cleaner EZS2-36					Plant and Equipment
Hydraulic Lift Ram Seal Kit					Plant and Equipment
Magnaloy 284 TC Pump Adaptor					Plant and Equipment
Neoprene Coupling insert					Plant and Equipment
Motor Coupling					Plant and Equipment
Pump Coupling					Plant and Equipment
2 x Feed Hopper Side Skirting Short					Plant and Equipment

Initial Here:..... Page 1 of 2

Description	Make	Model	Serial Numbers	Type	Sub Type
6 x Liner - Side Plate LH - Feed Box				Plant and Equipment	
6 x 1/4" Water Shield Breather				Plant and Equipment	
Fill Wedge Upper Fixed & Swing (cost aud)				Plant and Equipment	
2 x JM1310 C125 - One Piece Fixed Jaw Liner HD				Plant and Equipment	
Char Lynn Drive Motor				Plant and Equipment	
3 x Clamp Bar 4'				Plant and Equipment	

Initial Here:..... Page 2 of 2

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ACKNOWLEDGEMENT OF OWNERSHIP
and
ACKNOWLEDGEMENT OF DELIVERY AND AUTHORITY TO PAY

TO: ALLEASING PTY LIMITED

In respect of the Rental Agreement and Equipment referred to below you HEREBY FURTHER ACKNOWLEDGE that under the terms of the Rental Agreement ownership of the equipment will remain with Alleasing Pty Limited during the term and upon expiration and/or termination of the Rental Agreement.

Rental Agreement

Date:	01 Jul 2015	
Us:	Alleasing Pty Limited	ABN 96 008 655 025
You:	ONESTEEL MANUFACTURING PTY LIMITED	ABN 42 004 651 325
Goods/Equipment:	Refer Rental Schedule E2N0158455	

It is also hereby declared:

1. * that delivery / installation of the goods has been completed and they are in satisfactory working order,

or

2. *I / We will obtain delivery of the goods and have them ready for operation as provided in the said Agreement.

* Strike out whichever is not applicable

Signed

Witness

Alleasing Pty Limited
Level 2, 255 George Street, Sydney NSW 2000
PO Box R1854 ROYAL EXCHANGE NSW 1225
Main 1300 134 214 Fax 1300 134 204 ABN 96 008 655 025
Sydney | Melbourne Brisbane | Adelaide | Perth | Auckland Wellington
www.alleasing.com.au

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ANNEXURE B - RETURN CONDITIONS

As per Clause 12.1 of the Alleasing Agreement it is agreed that the return conditions set out herein will constitute a part of this Rental Schedule E2N0158455 for the following Equipment:

Spare parts related to the Striker Crushing & Screening equipment As per Crusher Contract Agreement Number: HEP – M&E-086J-025A. Refer to Annexure 'A'.

When the Equipment is returned to us at the end of the Term or otherwise:-

A. The Equipment must be capable of operating safely and in accordance with the original design performance parameters of the equipment. The Equipment must pass all prevailing occupational health and safety requirements. All safety equipment, cover, guards, parts, pieces and components must be in place and operational.

B. Any motorised parts must operate at a minimum of 80% of the original manufacturer's rated capacity.

C. All component parts of the Equipment must be mechanically sound and within the manufacturer's specifications.

D. All instruments and gauges must be in operating condition.

E. The screening mechanism must be fully functional and capable of operating to the same capability as per the original manufacturer's specifications.

F. There must be no leaks or breaches to hydraulic hoses.

G. Hydraulic cylinders must not be bent our gouged.

H. All Equipment is to be returned with all manuals, maintenance records, log books, plans, drawings and schematics, inspection and overhaul records, operating requirements and other materials pertinent to the Equipment's operation, maintenance, assembly and disassembly.

I. The Equipment must be clean and free of any hazardous materials (reasonable wear and tear excepted having regard to the permitted use of the Equipment).

J. Crusher equipment will be dismantled and packed into 20ft or 40ft general containers or open top containers.

K. Delivery location to Adelaide port.

L. The dismantling of electrical cabling etc will include disconnection each of the crusher modular components at their junction boxes, the motor control centres will be disconnected, and site-run underground conduits and cables will not be returned.

Renter Initials: .....

Sydney
L2 | 255 George St
Sydney NSW 2000

Post PO Box R1854
Royal Exchange
NSW 1225

Email enquiries@alleasing.com.au
Phone 1300 134 214
alleasing.com.au

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CONSENT TO OPERATION OF EQUIPMENT BY CONTRACTOR

M. Alleasing acknowledges that the Renter will engage a third party contractor to operate the Equipment on its behalf and consents to that arrangement provided that the Renter uses best endeavours to;

(i) ensure that the contractor engage only fully qualified personnel to carry out such contracted operations;
(ii) ensures that the contractor(s) meet all required safety and insurance cover requirements applicable to such contracted operations and personnel; and
(iii) remains in control of the Equipment location.

N. The Renter agrees to the provisions of the Alleasing consent at M.

Renter Initials:.....

Sydney
L2 | 255 George St
Sydney NSW 2000

Post PO Box R1854
Royal Exchange
NSW 1225

Email enquiries@alleasing.com.au
Phone 1300 134 214
alleasing.com.au

Australian Government
Australian Financial Security Authority

PPSR Personal Property Securities Register

17/10/2014

Verification Statement

Financing Statement

This verification statement is provided under section 156 of the *Personal Property Securities Act 2009*

This registration was created on 17/10/2014 10:03:42 (Canberra Time)

Registration Details

Registration number:	201410170012815	Change number:	29598312
Registration kind:	Security interest		
Giving of notice identifier:	E2N0157602		
Registration start time:	17/10/2014 10:03:42 (Canberra Time)		
Registration end time:	17/10/2029 23:59:59 (Canberra Time)		
Registration last changed:	17/10/2014 10:03:42 (Canberra Time)		
Subordinate registration:	Not stated	Transitional:	No

Grantor Details

Organisation identifier:	42004651325	Organisation identifier type:	ABN
Organisation name:	ONESTEEL MANUFACTURING PTY LIMITED (Verified)		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Other goods
Description:	Striker MAX Crushing Plant
Proceeds:	Yes - All present and after acquired property
Inventory:	No
Purchase Money Security Interest:	Yes

Secured Party Details

Organisation identifier:	008 655 025	Organisation identifier type:	ACN
Organisation name:	ALLEASING PTY LIMITED (Verified)		

Address for Service

Contact name:	General Manager Credit & Settlements
B2G account customer number:	100021978
Email:	ppsr@alleasing.com.au
Fax:	02 9852 5252
Mailing address:	PO Box R1854 ROYAL EXCHANGE NSW 1225 AUSTRALIA
Physical address:	Level 2

255 George Street
SYDNEY
NSW 2000
AUSTRALIA

You may be obliged by section 157 of the *Personal Property Securities Act 2009* to give a notice of this verification statement to another person. The notice must be in the approved form. Information about your obligations under section 157 of the *Personal Property Securities Act 2009* is available from: www.ppsr.gov.au.

Privacy and Terms and Conditions

The Australian Financial Security Authority is subject to the *Privacy Act 1988* which requires that we comply with the *Information Privacy Principles* (IPPs) set out in the Act. The IPPs set out how Australian Government agencies should collect, use, store and disclose personal information and how individuals can access records containing their personal information.

Access to and use of the PPS Register is subject to the General Conditions of Use, as well as other relevant terms and conditions. All relevant terms and conditions can be found at www.ppsr.gov.au

End of Verification Statement

EMAIL: enquiries@ppsr.gov.au WEBSITE: www.ppsr.gov.au

Australian Government
Australian Financial Security Authority

PPSR Personal Property Securities Register

01/05/2015

Verification Statement

Financing Change Statement – Amended Registration

This verification statement is provided under section 156 of the *Personal Property Securities Act 2009*

This registration was amended on 01/05/2015 13:03:10 (Canberra Time)

Registration Details

Registration number:	201410170012815	Change number:	33063008
Registration kind:	Security interest		
Giving of notice identifier:	E2N0157602		
Registration start time:	17/10/2014 10:03:42 (Canberra Time)		
Registration end time:	17/10/2029 23:59:59 (Canberra Time)		
Registration last changed:	01/05/2015 13:03:10 (Canberra Time)		
Subordinate registration:	Not stated	Transitional:	No

Grantor Details

Organisation identifier:	42004651325	Organisation identifier type:	ABN

Collateral Details

Collateral type:	Commercial property
Collateral class:	Other goods
Description:	Striker MAX Crushing Plant - per Crusher Contract HEP – M&E-086J-025A
Proceeds:	Yes - All present and after acquired property
Inventory:	No
Purchase Money Security Interest:	Yes

Secured Party Details

Organisation identifier:	008 655 025	Organisation identifier type:	ACN
Organisation name:	ALLEASING PTY LIMITED (Verified)		

Address for Service

Contact name:	General Manager Credit & Settlements
B2G account customer number:	100002012
Email:	ppsr@alleasing.com.au
Fax:	02 9852 5252
Mailing address:	PO Box R1854 ROYAL EXCHANGE NSW 1225 AUSTRALIA
Physical address:	Level 2 255 George Street

SYDNEY
NSW 2000
AUSTRALIA

Amended Details

	Pre-amendment details	Post-amendment details
Collateral Details		
Description:	Striker MAX Crushing Plant	Striker MAX Crushing Plant - per Crusher Contract HEP – M&E-086J-025A

You may be obliged by section 157 of the *Personal Property Securities Act 2009* to give a notice of this verification statement to another person. The notice must be in the approved form. Information about your obligations under section 157 of the *Personal Property Securities Act 2009* is available from: www.ppsr.gov.au.

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End of Verification Statement

EMAIL: enquiries@ppsr.gov.au WEBSITE: www.ppsr.gov.au

Australian Government
Australian Financial Security Authority

PPSR Personal Property Securities Register

07/07/2015

Verification Statement

Financing Statement

This verification statement is provided under section 156 of the *Personal Property Securities Act 2009*

This registration was created on 07/07/2015 14:51:32 (Canberra Time)

Registration Details

Registration number:	201507070059923	Change number:	33967191
Registration kind:	Security interest		
Giving of notice identifier:	E2N0158455		
Registration start time:	07/07/2015 14:51:32 (Canberra Time)		
Registration end time:	07/07/2022 23:59:59 (Canberra Time)		
Registration last changed:	07/07/2015 14:51:32 (Canberra Time)		
Subordinate registration:	Not stated	Transitional:	No

Grantor Details

Organisation identifier:	42004651325	Organisation identifier type:	ABN
Organisation name:	ONESTEEL MANUFACTURING PTY LIMITED (Verified)		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Other goods
Description:	All equipment leased, rented or otherwise made available to the grantor by the secured party.
Proceeds:	Yes - All present and after acquired property
Inventory:	No
Purchase Money Security Interest:	Yes

Secured Party Details

Organisation identifier:	008 655 025	Organisation identifier type:	ACN
Organisation name:	ALLEASING PTY LIMITED (Verified)		

Address for Service

Contact name:	General Manager Credit & Settlements
Email:	ppsr@alleasing.com.au
Fax:	02 9852 5252
Mailing address:	PO Box R1854 ROYAL EXCHANGE NSW 1225 AUSTRALIA
Physical address:	Level 2

255 George Street
SYDNEY
NSW 2000
AUSTRALIA

You may be obliged by section 157 of the *Personal Property Securities Act 2009* to give a notice of this verification statement to another person. The notice must be in the approved form. Information about your obligations under section 157 of the *Personal Property Securities Act 2009* is available from: www.ppsr.gov.au.

Privacy and Terms and Conditions

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End of Verification Statement

EMAIL: enquiries@ppsr.gov.au WEBSITE: www.ppsr.gov.au

KordaMentha
restructuring

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AlLeasing Pty Ltd
C/o Addisons
Att Nicole Tyson
Level 12, 60 Carrington Street
Sydney NSW 2000

10 June 2016

By Email: nicole.tyson@addisonslawyers.com.au

Dear Nicole

Onesteel Trading Pty Limited (Administrators Appointed) ACN 007 519 646
OneSteel Manufacturing Pty Limited (Administrators Appointed) ACN 004 651 325
('the Companies')

PPSR Registration Numbers: **201402270022549**
201410170012815
201507070059923

I refer to AlLeasing Pty Ltd's (AlLeasing) claims pursuant to the above Personal Property Securities Register ('PPSR') registration numbers.

After giving the claims due consideration, we have no alternative but to reject the claims. The grounds for rejecting the claims are:

- A review of the PPSR indicates AlLeasing's registrations against the Companies are defective because they do not include the ACN of the grantor.

  Sections 164 and 165(b) of the Personal Property Securities Act 2009 ('PPSA') state that unless a search using only the correct grantor details discloses a registration the registration will be ineffective. In this case the regulations made under the PPSA prescribe that the correct grantor details are the ACN, not the ABN or the company name. A PPSR search of the ACN alone does not disclose AlLeasing's registrations.

Pursuant to section 267(2) of the PPSA, AlLeasing does not have perfected security interests. Accordingly, AlLeasing's rights to the plant and equipment subject to the claims have vested in the Companies' on the appointment of administrators.

If you can provide additional information in light of the above we can reassess your claims. If you do not respond within seven days we will assume your acceptance of the adjudication of the claims.

The claims will rank as an unsecured debt against the Companies. In this regard, please lodge the attached Proof of Debt Form, if you haven't already, and return to Link Market Services Limited at arrium@linkmarketservices.com.au.

I also refer to previous correspondence with Helen Forster of this office and confirm AlLeasing has no claim in relation to the following PPSR numbers:

- 201112202783751
- 201112203057336
- 201112202784012

Please provide discharges if the registrations are no longer required.

If you have any queries in relation to this matter, please contact Helen Forster on (03) 8623 3379.

Yours sincerely

Cassandra Mathews
Administrator

cc. ppsr@alleasing.com.au

Form 2 Amended originating process

(rules 2.2 and 15A.3)

In the Supreme Court of New South Wales No. 242112 of 2016

Registry: Sydney

Division: Equity

List: Corporations

IN THE MATTER OF **ONESTEEL MANUFACTURING PTY LIMITED (ADMINISTRATORS APPOINTED)**

ACN 004 651 325

ALLEASING PTY LTD
ACN 008 655 025
Plaintiff

ONESTEEL MANUFACTURING PTY LIMITED (ADMINISTRATORS APPOINTED)
ACN 004 651 325
First Defendant

MARK MENTHA, CASSANDRA MATHEWS, MARTIN MADDEN AND BRYAN WEBSTER IN THEIR CAPACITIES AS ADMINISTRATORS OF ONESTEEL MANUFACTURING PTY LIMITED (ADMINISTRATORS APPOINTED) (ACN 004 651 325)
Second Defendant

BGC CONTRACTING PTY LTD
ACN 008 766 407
Third Defendant

STRIKER AUSTRALIA PTY LIMITED
ACN 137 807 231
Fourth Defendant

A. DETAILS OF APPLICATION

This application is made under sections 440D, 443B and 588FM of the *Corporations Act* 2001 (Cth) (**Corporations Act**), section 293 of the *Personal Property Securities Act* 2009 (Cth) (**PPSA**), sub-section 39(2) of the *Judiciary Act* 1903 (Cth), sections 23 and 75 of the *Supreme Court Act* 1970 (NSW) and the Court's inherent equitable jurisdiction.

This proceeding seeks declaratory relief that the Plaintiff has a validly perfected security interest (**Plaintiff's Security Interest**) over the property it leased to the First Defendant

Filed on behalf of	Henry Davis York, the Plaintiff		
Prepared by	Michael Catchpoole		
Law firm	Henry Davis York		
Tel	61 2 9947 6000	Fax	61 2 9947 6999
Email	cameron.cheetham@hdy.com.au and michael.catchpoole@hdy.com.au		
Address for service	Henry Davis York, 44 Martin Place, Sydney, NSW, 2000		

(**the Property**) contrary to the determination of the Second Defendants on 10 June 2016 rejecting the Plaintiff's Security Interest.

Alternatively, this proceeding seeks orders for an extension of time for the Plaintiff to register its security interests on the Personal Property Securities Register (**PPSR**) for the purposes of the Corporations Act and ancillary orders for the purposes of priority under the PPSA.

In addition, the Plaintiff seeks a declaration pursuant to s 443B of the Corporations Act that the Second Defendants are liable for rent or other amounts payable by the First Defendant under the leasing agreement between the First Defendant and the Plaintiff dated 16 October 2014 (**Leasing Agreement**).

Further, and alternatively, the Plaintiff seeks declarations that the Plaintiff is entitled to subrogate and enforce rights in accordance with perfected security interests held by the Fourth Defendant against the First Defendant over goods provided by the Fourth Defendant to the First Defendant (**the Parts**) in circumstances where the Plaintiff has paid out the obligations owing by the First Defendant to the Fourth Defendant.

Further, and alternatively, the Plaintiff seeks a declaration that the Plaintiff's Security Interest and Property have not vested in the First Defendant pursuant to s 267 of the PPSA or otherwise, as such a vesting would be an acquisition of the Property on other than just terms for the purposes of sections 51(xxxi) of the Commonwealth Constitution (**Constitution**) and 252B of the PPSA.

Further, and alternatively, if, in the premises, section 267 of the PPSA operates to vest the Plaintiff's Security Interest and/or Property in the First Defendant, the Plaintiff seeks a declaration that section 267 of the PPSA operates to effect an acquisition of the Property other than on just terms within the meaning of section 51(xxxi) of the Constitution and is invalid to that extent.

On the facts stated in the supporting affidavit, the Plaintiff seeks:

1. Leave of the Court to proceed against the First Defendant, a company in administration, pursuant to section 440D of the Corporations Act;

2. A declaration that:

   (a) the Property constitutes a "fixture" within the meaning of section 10 of the PPSA; and

   (b) by force of section 8(1)(j) of the PPSA, the PPSA does not apply to the dealings between the Plaintiff and the First Defendant in respect of the Property.

3. In the alternative to prayer 2, a declaration that the security interests held by the Plaintiff in accordance with:

   (a) PPSR registration number: 201410170012815; and

   (b) PPSR registration number: 201507070059923,

   are validly perfected for the purposes of section 21 of the PPSA.

4. Further, and in the alternative to prayer 3, an order:

   (a) pursuant to section 588FM of the Corporations Act, fixing 14 June 2016 as the time for the Plaintiff to register:

      (i) PPSR registration number: 201606140047841; and

      (ii) PPSR registration number: 201606140047839,

      (together, the **Plaintiff's New Registrations**)

      for the purposes of section 588FL(2)(b)(iv) of the Corporations Act; and

   (b) pursuant to section 293(1)(a) of the PPSA, that the number of business days set out in section 62(3)(b) of the PPSA be extended by the necessary number of business days relevant to each of the Plaintiff's New Registrations such that each registration falls within the time period prescribed by section 62(3)(b) as extended by this order.

5. A declaration that the Second Defendants are liable for rent or other amounts payable by the First Defendant under the Leasing Agreement pursuant to section 443B of the Corporations Act.

6. An order that the First and Second Defendants deliver up or otherwise make the Property available to the Plaintiff.

7. An order that the First and Second Defendants, jointly and severally, pay damages to the Plaintiff for loss suffered as a consequence of the rejection of the Plaintiff's security interest over the property it leased to the First Defendant pursuant to the Leasing Agreement.

8. Further, and in the alternative to prayers 2 to 7:

   (a) a declaration that the Plaintiff is entitled to assert its claim for subrogation in respect of the Parts pursuant to any security interests held by the Fourth Defendant against the First Defendant including:

      (i) PPSR registration number: 201505080063583;

      (ii) PPSR registration number: 201505080063793;

      (iii) PPSR registration number: 201505080066946;

      (iv) PPSR registration number: 201603040028127;

      (together, the **Striker Registrations**), and/or

      (v) arising or that would have arisen by operation of law under the Worker's Lien Act 1893 (SA).

      (collectively, the **Striker Security Interest**)

   (b) an order that the First and Second Defendants, jointly and severally:

      (i) deliver up the Parts to the Plaintiff; or

(ii) pay damages equivalent to the value of the Parts to the Plaintiff.

(c) In the alternative to order 8(b):

(i) A declaration that:

(1) the Parts are an accession to the Property, within the meaning of section 10 of the PPSA;

(2) the security interests in the Parts continues in accordance with section 88 of the PPSA; and

(3) the security interests in the Parts has priority over any security interest in the Property in accordance with section 89 of the PPSA;

(ii) An order that the First and Second Defendants account to the Plaintiff for the value of the Parts upon the realisation of the Property as though the Plaintiff was the secured party of the Striker Security Interest.

9. Further, and in the alternative to prayers 2 to 8:

(a) a declaration that the Plaintiff's Security Interest and Property have not vested in the First Defendant pursuant to s 267 of the PPSA or otherwise;

(b) a declaration that the Second Defendants are liable for rent or other amounts payable by the First Defendant under the Leasing Agreement pursuant to section 443B of the Corporations Act; and

(c) an order that the First and Second Defendants deliver up or otherwise make the Property available to the Plaintiff.

10. Further, and in the alternative to prayers 2 to 9:

(a) a declaration that section 267 of the PPSA is invalid to the extent it operates to vest the Plaintiff's Security Interest and/or Property in the First Defendant as it effects an acquisition of the Property other than on just terms within the meaning of section 51(xxxi) of the Constitution;

(b) a declaration that the Second Defendants are liable for rent or other amounts payable by the First Defendant under the Leasing Agreement pursuant to section 443B of the Corporations Act; and

(c) an order that the First and Second Defendants deliver up or otherwise make the Property available to the Plaintiff.

11. An order that the First and Second Defendants pay the Plaintiff's costs of this proceeding.

12. Any further order as the Court deems fit.

Date: 29 August 2016

Signed by Cameron John Cheetham
Solicitor for the Plaintiff

This application will be heard by the Supreme Court of New South Wales at Queen's Square, Sydney at ____ am/pm on _____ 2016.

B. NOTICE TO DEFENDANT(S) (IF ANY)

To	**ONESTEEL MANUFACTURING PTY LIMITED (ADMINISTRATORS APPOINTED)**
ACN/ABN	ACN 004 651 325
Address	c/- Company Secretary, Arrium Limited Level 8 205 Pacific Highway St Leonards NSW 2065

To	**MARK MENTHA, CASSANDRA MATHEWS, MARTIN MADDEN AND BRYAN WEBSTER IN THEIR CAPACITIES AS ADMINISTRATORS OF ONESTEEL MANUFACTURING PTY LIMITED (ADMINISTRATORS APPOINTED) (ACN 004 651 325)**
Address	KordaMentha Level 5 2 Chifley Square Sydney NSW 2000

To	**BGC CONTRACTING PTY LTD**
ACN/ABN	ACN 008 766 407
Address	Level 6 18 Mount Street Perth WA 6000

To	**STRIKER AUSTRALIA PTY LIMITED**
ACN/ABN	ACN 137 807 231
Address	Level 3 216 St Georges Terrace Perth WA 6000

If you or your legal practitioner do not appear before the court at the time shown above, the application may be dealt with, and an order made, in your absence. As soon after that time as the business of the Court will allow, any of the following may happen:

(a) the application may be heard and final relief given;

(b) directions may be given for the future conduct of the proceeding;

(c) any interlocutory application may be heard.

Before appearing before the court, you must file a notice of appearance, in the prescribed form, in the Registry and serve a copy of it on the plaintiff.

Note: Unless the court otherwise orders, a defendant that is a corporation must be represented at a hearing by a legal practitioner. It may be represented at a hearing by a director of the corporation only if the Court grants leave.

NOTICE TO DEFENDANT SERVED IN AUSTRALIA OUTSIDE NSW

The originating process will be served on a defendant in Australia, but outside New South Wales. The plaintiff intends to proceed under the Service and Execution of Process Act 1992 (Cth).

C. APPLICATION FOR WINDING UP ON GROUND OF INSOLVENCY

Not applicable.

D. FILING

Date of filing: *[to be entered by a court officer]*

Court officer

This originating process is filed by Cameron John Cheetham for the plaintiff.

E. SERVICE

The plaintiff's address for service is:

Henry Davis York
44 Martin Place
Sydney NSW 2000
DX: 173 Sydney
Tel: 61 2 9947 6000
Fax: 61 2 9947 6999

It is intended to serve a copy of this originating process on each defendant.

Equity Division
Supreme Court
New South Wales

Case Name:	In the matter of OneSteel Manufacturing Pty Limited (administrators appointed)
Medium Neutral Citation:	[2017] NSWSC 21
Hearing Date(s):	19, 20 December 2016
Date of Orders:	31 January 2017
Date of Decision:	31 January 2017
Jurisdiction:	Corporations List
Before:	Brereton J
Decision:	Originating process dismissed.
Catchwords:	SECURITIES – personal property – registration – where financing statements did not include grantor's ACN but ABN – whether registrations defective – whether search of PPS register by reference only to grantor's ACN would not reveal the registrations – held, it would not – where defect was such that searchers using one of the authorised modes of search would not discover the registration – whether defect was seriously misleading – held, it was – held, registrations were ineffective CONSTITUTIONAL LAW – legislative power – compulsory acquisition of property – Constitution s 51(xxxi) – whether PPSA s 267 is disapplied pursuant to PPSA s 252B – whether s 267 effects an acquisition of property within s 51(xxxi) – held, it does not effects an acquisition of property, but if it does it is not one within the meaning of s 51(xxxi), because it is not an acquisition for any purpose in respect of which the Commonwealth has power to make laws, but for the grantor's own purposes, and represents a genuine adjustment of the competing rights, claims and obligations between owners of interests in personal property – whether s 267 would be a valid exercise of power under Constitution s 51(xvii) and s 51(xxxvii) if it effected an acquisition of property within the

meaning of s 51(xxxi) other than on just terms – held, although the heads of power that support s 267 sufficiently manifest an intention that at least to that extent they not be constrained by the indirect operation of s 51(xxxi), PPSA s 252B nonetheless would disapply a provision of PPSA if effects an acquisition of property within the meaning of s 51(xxxi) other than on just terms regardless of its constitutional validity – PPSA s 252B is not engaged, and so does not affect the operation of s 267.

CORPORATIONS – securities – personal property securities – registration and perfection of security interests – where security interest not perfected by registration or otherwise before grantor has administrators appointed – where no effective registration within time referred to in s 588FL – application to fix later time under s 588FM – whether relief under Corporations Act s 588FM is available – held, it is not, because the relevant security interest was unperfected at the "critical time" – whether relief under s 588FM if available would reverse vesting under s 267 – held, even if relief could be given under s 588FM, it would not divest an unperfected security interest that has already vested under s 267

SECURITIES – personal property – perfection of security interests – vesting of unperfected security interest in grantor upon insolvency event – where security interest not perfected by registration or otherwise when grantor has administrators appointed – whether extension under PPSA s 293(1)(a) of period for registration referred to in s 62(3)(b) would divest vested unperfected security interest – held, it would not.

Legislation Cited:

(CTH) *A New Tax System (Australian Business Number) Act 1999,* s 24, s 41
(CTH) *Constitution,* s 51(xvii), s 51(xxxi), s 51(xxxvii)
(CTH) *Corporations Act 2001,* s 9, s 118, s 123, s 588FK, s 588FL, s 588FM, s 601BD, s 1344
(CTH) *Judiciary Act 1903*, s 78B
(CTH) *Personal Property Securities (Approved Form) Instrument 2013,* cl 8
(CTH) *Personal Property Securities (Corporations and Other Amendments) Act 2010*
(CTH) *Personal Property Securities Act 2009*, s 13, s 21, s 62, s 153, s 164, s 165, s 170, s 171, s 218, s 252B, s 267, s 293, s 302
(CTH) *Personal Property Securities Regulations 2010*

cl 5.5, Sch 1 cl 1.3, 1.4, 1.5
(CTH) Replacement Explanatory Memorandum to the Personal Properties Securities Bill 2009
(NZ) *Personal Property Securities Act 1999*

Cases Cited:

Accolade Wines Australia Ltd, Re [2016] NSWSC 1023
AirServices Australia v Canadian Airlines International Ltd (1999) 202 CLR 133
Attorney-General (Cth) v Schmidt (1961) 105 CLR 361; (1961) 35 ALJR 54; [1961] ALR 806
Australian Tape Manufacturers Association Ltd v Commonwealth (1993) 176 CLR 480
Business Development Bank of Canada v ABN Amro Leasing (2003) PEIJ No 22; [2003] PESCAD 5
Commcorp Financial Services Inc v R & R Investments Corp (1995) 31 Alta LR (3d) 393
Director of Public Prosecutions, Re; Ex parte Lawler (1994) 179 CLR 270
Georgiadis v Australian and Overseas Telecommunications Corporation (1994) 179 CLR 297
Health Insurance Commission v Peverill (1994) 68 ALJR 251; 119 ALR 675
Jenkins v Commonwealth (1947) 74 CLR 400
Maiden Civil, Re (2013) 277 FLR 337
McClintock v Commonwealth (1947) 75 CLR 1
Mutual Pools & Staff Pty Ltd v Commonwealth (1994) 179 CLR 155; (1994) 119 ALR 577; (1994) 68 ALJR 216; [1994] HCA 9
Nintendo Co Ltd v Centronics Systems Pty Ltd (1994) 181 CLR 134; [1994] HCA 27
PJ Magennis Pty Ltd v Commonwealth (1949) 80 CLR 382; [1950] ALR 33; (1949) 23 ALJR 564
Polymers International Ltd v Toon [2013] NZHC 1897
R v Public Vehicles Licensing Appeal Tribunal (Tas); Ex parte Australian National Airways Pty Ltd (1964) 113 CLR 207; [1964] ALR 918; (1964) 37 ALJR 503
Rabobank New Zealand Ltd v Stockco Ltd [2011] 13 TCLR 191
Telstra Corp Ltd v Commonwealth (2008) 234 CLR 210; (2008) 243 ALR 1; (2008) 82 ALJR 521; [2008] HCA 7
Trade Practices Commission v Tooth & Co Ltd (1979) 142 CLR 397
Valley Vista Golf Course Ltd (Receiver of) v Maxium Financial Services Inc [2003] NSSC 97
White v Spiers Earthworks Pty Ltd (2014) 99 ACSR 214; [2014] WASC 139
WH Blakeley & Co Ltd v Commonwealth (1953) 87 CLR 501; [1953] ALR 293; (1953) 26 ALJ 672

Texts Cited:	Dixon R, "Overriding Guarantee of Just Terms or Supplementary Source of Power?: Rethinking s 51(xxxi) of the Constitution" (2005) 27 Syd Law Rev 639 Gault T (ed), *Gault on Commercial Law* (online loose-leaf ed, Brookers Widdup L, *Personal Property Securities Act: A Conceptual Approach* (3rd ed, LexisNexis, Wellington, 2013)
Category:	Principal judgment
Parties:	Alleasing Pty Limited (Plaintiff) OneSteel Manufacturing Pty Limited (administrators appointed) (First Defendant) Mark Mentha, Cassandra Mathews, Martin Madden and Bryan Webster in their capacities as administrators of OneSteel Manufacturing Pty Limited (Second Defendants) BGC Contracting Pty Ltd (Third Defendant) Striker Australia Pty Limited (Fourth Defendant) Registrar of Personal Property Securities (Intervener)
Representation:	Counsel: A. Archibald QC w P Kulevski & N Mirzai (Plaintiff) NC Hutley SC w J Hyde Page, B Lim & L McGovern (First and Second Defendants) PA Horobin (Intervener) Solicitors: Henry Davis York (Plaintiff) Arnold Bloch Liebler (First and Second Defendants) Clifford Chance (Third Defendant)(submitting) Bowen Buchbinder Vilensky (Fourth Defendant)(submitting) Australian Government Solicitor (Intervener)
File Number(s):	2016/242112

JUDGMENT

1 The plaintiff Alleasing Pty Limited ("Alleasing") is in the business of asset financing and leasing. The first defendant OneSteel Manufacturing Pty Limited ("OneSteel"), which has the ACN 004 651 325 and the ABN 42 004 651 325, operates the Iron Knob mine in the South Middleback Ranges in

South Australia. On 16 October 2014, Alleasing and OneSteel entered into a master lease agreement, the effect of which was that upon entry into a "rental schedule" in respect of particular goods, the terms of the master lease would apply subject to the applicable rental schedule. Pursuant to one such rental schedule (number E2N0157602), with effect from 1 May 2015 OneSteel commenced renting from Alleasing a Striker crushing and screening plant, for a term of six years at a quarterly rental of $1,008,321 ("the crusher lease"). The design, supply, installation, assembly, construction and commissioning of the crusher, by the fourth defendant Striker Australia Pty Limited,[1] had been funded by Alleasing at OneSteel's request, at a total cost of $23,329,764. Pursuant to a second rental schedule (number E2N0158455), with effect from 1 July 2015 OneSteel commenced renting from Alleasing spare parts for the crusher, for a term of six years at a quarterly rental of $5,924 ("the parts lease"). The acquisition of the parts from Striker had also been funded by Alleasing at OneSteel's request.

2 It is uncontroversial that the crusher lease and the parts lease are PPS leases within the meaning of (CTH) *Personal Property Securities Act 2009* ("PPSA"), s 13. On 17 October 2014, Alleasing registered a financing statement in respect of the crusher (registration number 201410170012815),[2] and on 7 July 2015 it did so in respect of the parts (registration number 201507070059923) ("the original registrations").

3 The third defendant BGC Contracting Pty Ltd,[3] a mining services contractor, holds a security interest registered on 11 July 2014 over "all present and after acquired personal property" ("AllPAP") of OneSteel. On 29 October 2014, BGC released the crusher from its AllPAP security.

4 PPSA s 153 requires a financing statement to include, relevantly, "the grantor's details as prescribed in the regulations" – that is to say, (CTH)

[1] Striker filed an appearance but did not take an active part in the proceedings.
[2] On 1 May 2015, Alleasing amended the registration in respect of the crusher, more precisely to describe the subject property; it is not suggested that this has any present significance – the registration remained one against OneSteel's ABN.

[3] BGC has filed a submitting appearance.

Personal Property Securities Regulations 2010 ("PPSR"). PPSR Sch 1 cl 1.3 has the effect that where the grantor is a body corporate that has an ACN, the prescribed details are the ACN of the grantor.[4] As the grantor OneSteel had an ACN, the effect of PPSA s 153 and PPSR Sch 1 cl 1.3 was that the financing statements were required to include its ACN. However, this requirement was not understood by the employee of Alleasing responsible for making the registrations, who, using not the PPS Register portal but a third-party "business-to-government" (B2G) platform linked to the PPS Register, registered them by reference to OneSteel's ABN and not its ACN.

5 An ABN is an 11 digit number, being the entity's number shown in the Australian Business Register established under (CTH) *A New Tax System (Australian Business Number) Act 1999*.[5] An ACN is a 9 digit number given to a corporation by the Australian Securities and Investments Commission (ASIC), upon registration under (CTH) *Corporations Act 2001* ("CORPA").[6] Where a corporation with an ACN also has an ABN, the last 9 digits of the ABN may (but need not) correspond with the ACN.[7] At least in OneSteel's case they do: its ABN 42 004 651 325 incorporates as its last nine digits its ACN 004 651 325.

6 PPSA s 164(1) provides that a registration with respect to a security interest that describes particular collateral is ineffective because of a defect if and only if there is a seriously misleading defect in the registration, or a defect mentioned in s 165. PPSA s 165(b) mentions circumstances, in a case in which the collateral is not required to be described by a serial number, where no search of the register by reference only to the grantor's details required under s 153 is capable of disclosing the registration. Thus where the grantor's details required by s 153 are its ACN, if the financing statement does not include the ACN, a search of the register by reference only to the grantor's

[4] PPS Reg Sch 1 Pt 1 cl 1.3 Table item 3, which under cl 1.3(3)(b) takes priority over item 4.
[5] (CTH) *A New Tax System (Australian Business Number) Act 1999* s 24, s 41.
[6] (CTH) *Corporations Act 2001* s 9, s 118, s 601BD.
[7] See, for example, (CTH) *Corporations Act 2001*, s 123 and s 1344.

ACN would not disclose the registration, and accordingly the registration would be ineffective.[8]

7 On 7 April 2016, OneSteel appointed administrators; the second defendants are the current administrators, having replaced the original administrators on 12 April 2016. On 10 June 2016, the administrators informed Alleasing that they considered the first registrations to be defective and ineffective, and that as a result of PPSA s 267, Alleasing's security interest – which in the context of a PPS Lease is the lessor's interest in the goods – had vested in OneSteel. On 14 June 2016, Alleasing lodged new financing statements in respect of the crusher (registration no 201606140047841) and the parts (registration no 201606140047839), this time using OneSteel's ACN as the grantor identifier ("the second registrations"). On 17 June 2016, Alleasing amended the original registrations to include the 9-digit ACN of OneSteel.

8 Pursuant to an originating process filed on 11 August 2016 and amended on 29 August 2016, Alleasing claims (1) declarations to the effect that its security interests in the crusher and the parts are validly perfected and have not vested in OneSteel pursuant to PPSA s 267; (2) alternatively, orders pursuant to (CTH) *Corporations Act,* s 588FM, fixing as the registration time for its security interests the date on which the second registrations were made, and pursuant to PPSA s 293(1)(a) extending to that date the period for registration referred to in s 62(3)(b); and (3) declarations to the effect that PPSA s 267 is invalid to the extent that it operates to vest Alleasing's security interests in OneSteel, as it effects an acquisition of property other than on just terms. By interlocutory process filed on 5 September 2016, OneSteel and its administrators cross-claim for declarations to the effect that Alleasing's security interests were not validly perfected on or prior to the appointment of administrators to OneSteel on 7 April 2016, and vested in OneSteel immediately prior to that appointment.

9 Alleasing, for whom Mr Archibald QC, with Mr Kulevski and Mr Mirzai appeared, contend that (1) there was no defect in the original registrations; (2)

[8] See *Re Accolade Wines Australia Ltd* [2016] NSWSC 1023 at [3].

if there was, it was not such as to render the registrations ineffective; (3) in any event, there has been no vesting because in the circumstances of this case a vesting under s 267 would be an acquisition of property on other than just terms, and PPSA s 252B means that the PPSA does not operate to that effect; and (4) alternatively, time for registration of the second registrations should be extended. OneSteel and its administrators, for whom Mr Hutley SC, with Mr Hyde Page, Mr Lim and Ms McGovern appeared, contend that there has been no effective registration, and that Alleasing's security interest in the crusher and the parts has vested in OneSteel. The PPS Registrar intervened, pursuant to PPSA s 218(1), to make submissions relevant to the manner of operation of the PPS Register, without seeking to address the consequences for the positions of the respective parties. In this respect, the court was assisted by the submissions of Mr Horobin.

Was there a defect in the first registrations?

10 PPSA s 153(1) provides:

> **153 Financing statements with respect to security interests**
>
> (1) A financing statement with respect to a security interest (including such a financing statement as amended by the registration of a financing change statement) consists of data that complies with the following table: ...

11 Item 2 in the table stipulates, as the requisite data about the grantor:

> Whichever of the following is applicable:
>
> (a) if the collateral is consumer property, and is required by the regulations to be described by serial number—no grantor's details;
>
> (b) if the collateral is consumer property, and is not required by the regulations to be described by serial number—the grantor's name and date of birth, as evidenced in accordance with the regulations, and no other details;
>
> (c) in any other case—the grantor's details as prescribed by the regulations.

12 Thus a financing statement in respect of collateral being the crusher and the parts – not being "consumer property" – was required to contain "the grantor's details as prescribed in the regulations". In that regard, PPSR reg 5.5 relevantly provides:

5.5 Financing statements

(1) Schedule 1 sets out matters prescribed for items of the table in subsection 153(1) of the Act.

...

13 In PPSR Schedule 1, cl 1.3 provides:

1.3 Body corporate secured party or grantor

(1) For items 1 and 2 of the table in subsection 153(1) of the Act, this clause applies if the secured party or grantor is a body corporate that:

(a) is a trustee and has an ARSN; or

(b) is not a trustee of a trust that has an ABN.

(2) The details mentioned in each item of the table, from the source mentioned for the item, are prescribed for the body corporate mentioned in the item.

(3) For subclause (2), the prescribed details are the details mentioned in the item of the table that:

(a) applies to the body corporate; and

(b) has the lowest item number.

(4) Item 1 of the table applies only to a registration by the Registrar under subsection 333(2) of the Act.

Item	Body corporate	Details	Source
1	Body corporate for which details have been included on the transitional register, for a migrated security interest	Body corporate number or name of body corporate, as recorded on the transitional register	Transitional register
2	Body corporate that is the responsible entity of a registered scheme, if the scheme has an ARSN	Registered scheme's ARSN	National Names Index
3	Body corporate that has an ACN	ACN	National Names Index
4	Body corporate that has an ARBN	ARBN	National Names Index
5	Any other body corporate	Name of body corporate, as provided for in body corporate's constitution or equivalent document	Body corporate's constitution or equivalent document

14 Thus item 3 in that table means that (unless items 1 or 2 apply), where the grantor is a body corporate that has an ACN, the prescribed details are the ACN (not the ABN) of the grantor. There is no reference in the table to the ABN: ARBN, referred to in item 4, is short for 'Australian Registered Body Number', being the number given by ASIC to a registrable body on registration under Part 5B.2 of *Corporations Act 2001*[9] – not the ABN. Provision is made for registration against an ABN only where the grantor is a partner in a partnership,[10] a trustee,[11] or a body politic.[12]

15 Alleasing submitted that there was no defect in the original registrations, on the basis that:

(1) the requirement of PPSA s 153(1) was that the financing statement consist of specified "data", relevantly the grantor's ACN;

(2) the data comprising an ACN was a unique 9-digit sequence;

(3) the original financing statements included, within the 11-digit ABN, OneSteel's 9-digit ACN;

(4) there was no requirement in or under the PPSA or the PPSR that the ACN be included in any specified field;[13]

(5) thus there was compliance with s 153(1), because the 9-digit sequence could be found within the financing statement.

16 Alleasing's submissions focus on the word "data" in s 153, arguing that the relevant data – the 9-digit ACN – was included within the 11-digit ABN. However, the fact that the ABN happens to include the ACN does not mean

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[9] PPSR cl 1.6.
[10] PPSR Sch 1 cl 1.4.
[11] PPSR Sch 1 cl 1.5.
[12] PPSR Sch 1 cl 1.6.
[13] Citing *Business Development Bank of Canada v ABN Amro Leasing* (2003) PEIJ No 22; [2003] PESCAD 5 at [55]; *Valley Vista Golf Course Ltd (Receiver of) v Maxium Financial Services Inc* [2003] NSSC 97 at [24]–[26]; *Commcorp Financial Services Inc v R & R Investments Corp* (1995) 31 Alta LR (3d) 393 at [44]–[45].

that inclusion of the ABN equates to inclusion of the ACN. They are two different identifiers, issued by different agencies. In the relevant circumstances, the requirement was for the 9-digit ACN. Instead, an 11-digit ABN, the last 9 of which correspond with the ACN, was included. An 11-digit sequence is not the same "data" as a 9-digit sequence which is included within it. Thus an ABN which happens to include the 9-digit ACN is nonetheless not the ACN.

17 This conclusion is supported by the circumstances that the ABN field, not the ACN field, was completed; and that a search by the ACN alone would not reveal the registrations.

18 Accordingly, the original financing statements did not include the grantor's ACN; it included only the ABN.

19 CORPA s 1344 provides:

> **1344 Use of ABN**
>
> Despite any provision in this Act or any other Act, in any case where:
> (a) the ACN of a company; or
> (b) the ARBN of a registered body; or
> (c) the ARSN of a registered scheme;
> is required or permitted to be used under a law of the Commonwealth administered by ASIC, the ABN of the company, body or scheme may be used instead if the last 9 digits of the ABN are the same, and in the same order, as the last 9 digits of the ACN, ARBN or ARSN.

20 However, this does not avail Alleasing, because PPSA is not a law administered by ASIC.

21 Accordingly, the original registrations were defective, in that they did not, as required, include OneSteel's ACN.

Is the registration ineffective pursuant to s 163(b)?

22 PPSA s 164 provides:

> **164 Defects in registration—general rule**

(1) A registration with respect to a security interest that describes particular collateral is ineffective because of a defect in the register if, and only if, there exists:

(a) a seriously misleading defect in any data relating to the registration, other than a defect of a kind prescribed by the regulations; or

(b) a defect mentioned in section 165.

(2) In order to establish that a defect is seriously misleading, it is not necessary to prove that any person was actually misled by it.

(3) A registration that describes particular collateral is not ineffective only because the registration is ineffective with respect to other collateral described in the registration.

23 Accordingly, the original registrations will be ineffective because of the omission of OneSteel's ACN if, and only if that defect:

(1) is "seriously misleading"; or

(2) is of a kind mentioned in section 165.

Section 165(b) – not disclosable on search by reference to grantor's details?

24 PPSA s 165 provides:

165 Defects in registration—particular defects

For the purposes of paragraph 164(1)(b), a defect in a registration that describes particular collateral exists at a particular time if any of the following circumstances exist:

(a) in a case in which the collateral is required by the regulations to be described by serial number in the register—no search of the register by reference to that time, and by reference only to the serial number of the collateral, is capable of disclosing the registration;

(b) in a case in which the collateral is not required by the regulations to be described by serial number in the register—no search of the register by reference to that time, and by reference only to the grantor's details (required to be included in the registered financing statement under section 153), is capable of disclosing the registration;

(c) if the registered financing statement (as amended, if at all) indicates that a security interest in the collateral is a purchase money security interest (to any

extent)—the security interest is not a purchase money security interest (to any extent) in the collateral;

(d) in any case—circumstances in relation to the data related to the registration that are prescribed by the regulations.

25 The relevant provision in this case is s 165(b). The key point in s 165(b) is that the postulated search of the PPSR must use only one parameter, namely the grantor's details required to be included in the registered financing statement under s 153. In the relevant circumstances that would, for the reasons explained above, be a search by reference to OneSteel's ACN. Alleasing submitted that s 165(b) was not engaged, because there were "combined grantor searches" which could be undertaken through B2G interfaces which, if only the ACN were entered, would nonetheless reveal registrations against the same entity's ABN.

26 PPSA s 170 limits searches of the PPS register to those authorised by s 171 and s 172:

170 Search—general

(1) A person may apply to the Registrar for access to the register to search for data in relation to a security interest or personal property (or both).

(2) The Registrar must:

(a) give the person access to the register to search for the data, in accordance with the application; and

(b) if, in the application, the person requests a written search result in relation to the data—ensure that the person is able to obtain a written search result in relation to the data, in the appropriate form under section 174.

(3) However, the Registrar may give the person access to the register to search for the data only if:

(a) the search is authorised under sections 171 and 172; and

(b) the application is in the approved form; and

(c) the person pays the fee determined under section 190; and

(d) access to the data is not prohibited by the regulations.

27 PPSA s 171 does not authorise a search by reference to grantor's details other than those required to be included in a registered financing statement under section 153 (no other criteria having been prescribed by the regulations):

> **171 Search—criteria**
>
> (1) A person may access the register to search for data by reference to the following criteria:
>
> > (a) a grantor's details (as required to be included, if at all, in a registered financing statement under section 153);
> >
> > (b) a serial number by which collateral may (or must) be described in the register;
> >
> > (c) the time of the search;
> >
> > (d) an earlier nominated time, but only with the consent of the Registrar;
> >
> > (da) a unique identifier allocated by the Registrar to a registered financing statement;
> >
> > (e) any other criteria prescribed by the regulations.
>
> (2) The Registrar must ensure that the way in which the results of a search are worked out in response to an application for the search is determined in accordance with any regulations made for the purposes of this subsection.

28 That means that a search of the register by reference to grantor's details other than those required to be included under s 153 is not authorised or contemplated, and thus in respect of a grantor which is a body corporate and is not a trustee of a trust that has an ABN, only a search by reference to the ACN is authorised.

29 PPSA s 170(3)(b), set out above, has the effect that the application to search the PPS Register must be "in the approved form". In that respect, PPSA s 302 contemplates that approved forms can include an interactive form provided on the internet, and a digital communication enabling computer to computer interaction:

> **302 Approved forms**

(1) This section applies if this Act requires or authorises something to be in the approved form.

(2) To be in the ***approved form***, the thing must:

(a) be in writing in a form approved by the Registrar; and

(b) include the information, statements, explanations or other matters required by the form approved for the purposes of paragraph (a); and

(c) include any other material (including documents) required by that form; and

(d) be given in accordance with any requirements specified by the Registrar for the purpose.

Note: ***Writing*** may include the display or representation of words or data by any form of communication, if recorded in a certain way (see section 10).

Example: Examples of forms that could be approved (see paragraph (2)(a)) are as follows:
(a) an interactive form provided on the internet;
(b) a communication exchange provided by an interactive voice recognition telephone system;
(c) a digital communication enabling computer to computer interaction.

(3) The Registrar may, by written instrument, approve a form for the purposes of paragraph (2)(a).

...

30 (CTH) *Personal Property Securities (Approved Form) Instrument 2013* approves, for the purposes of PPSA s 302, two methods of searching the PPSR: the first is an online interactive form accessible through the official PPSR website (http://transact.ppsr.gov.au/);[14] while the second is an electronic communication through a computer-to-computer interface, such as from a B2G provider.[15]

31 A search will only return details of what has been registered. A search by ABN will not return registrations against the ACN, and a search by ACN will not return registrations against the ABN. A search of the PPS register using only the ACN as a parameter – which pursuant to s 171(1)(a) is the only authorised search – would not reveal the original registrations.

[14] (CTH) *Personal Property Securities (Approved Form) Instrument 2013* cl 8(1).
[15] (CTH) *Personal Property Securities (Approved Form) Instrument 2013* cl 8(2).

32 The PPSR cannot itself be searched in respect of more than one grantor identifier at a time. The "combined grantor searches" provided by some B2G interfaces, on which Alleasing's argument relies, in fact do not use only the ACN when searching the PPSR. They have additional functionality, so that when an ACN is entered in the search platform, it first searches other databases to find the corresponding entity name and ABN, and then initiates multiple searches of the PPSR – each using a single parameter – of ACN, name and ABN. The search using the ACN as the parameter would not reveal a registration against the ABN. Insofar as a combined grantor search in which the searcher enters only an ACN reveals a registration against the ABN, it is because a parameter other than the ACN – namely the ABN – is used in searching the PPSR, albeit that it was not initially entered by the searcher, but sourced by the B2G platform from other external databases.

33 Entering a search parameter on a B2G platform is not itself a search of the PPSR; it generates the functionality of the B2G platform, which then transmits messages to the PPSR. A "combined grantor search", by the time it reaches and searches the PPSR, is in fact multiple searches, the ABN and name having been obtained from other external sources. Each of those searches – against ACN, ABN and name – generates a separate search result, with a separate unique search identifier. Thus such a "combined grantor search" is not one by reference only to the ACN. Even though the client may enter only the ACN into the third-party search platform, the ensuing search of the PPS register is not a search *of the register* by reference only to the ACN.

34 Although it is true that s 165(b) – like s 165(a) – uses the terminology "no search ... is capable of revealing", that means no more than that "a search ... would not reveal". A construction that the condition would not be satisfied so long as there was available one search platform which would reveal the registration – albeit by sourcing and using parameters other than "the grantor's details required to be included in a financing statement under s 153" – although most would not, would defeat the purpose of the provision.

35 A search of the PPS register by reference only to OneSteel's ACN would not reveal the original registrations, including as they did its ABN, not its ACN. Accordingly, the original registrations were ineffective, pursuant to PPSA s 164(1)(b) and s 165(b).

Seriously misleading defect?

36 Lest my conclusion that s 165(b) is engaged be incorrect, it is appropriate to address the question whether the defect was seriously misleading within s 164(1)(a), such that the registration was ineffective for that reason. Alleasing submitted that the defect was not seriously misleading, because the financing statement refers unequivocally to OneSteel and the relevant collateral, and was in fact discovered by the administrators on search.

37 As already explained, (CTH) *Personal Property Securities (Approved Form) Instrument 2013* approves, for the purposes of PPSA s 302, two methods of searching the PPSR: an online interactive form accessible through the official http://transact.ppsr.gov.au/ website; and an electronic communication through a computer-to-computer interface, such as from a B2G provider. Even if a search by reference to the ACN though a B2G platform would reveal the original registrations, a direct search of the PPSR through the official PPSR website using only the ACN as a search parameter would not. A searcher who (legitimately) chose to use that mode of search would not discover the original registrations, and would be led to think, incorrectly, that there was no such registration.

38 Alleasing relied on the New Zealand case of *Rabobank New Zealand Ltd v Stockco Ltd*,[16] in which it was held that a financing statement which included the names of a married couple who operated a farm, rather than the name of their farming partnership, was not seriously misleading, as to the outside world the husband was the farmer. However, in *Polymers International Ltd v Toon,*[17] Asher J observed that *Rabobank* had been subject to criticism,[18] and

[16] [2011] 13 TCLR 191.
[17] [2013] NZHC 1897.

in any event distinguished it on facts much closer to the present: Polymers had registered a financing statement under (NZ) *Personal Property Securities Act 1999* ("NZPPSA") against Interworld as debtor which admittedly failed to comply with the requirements of the NZPPSA, including because it did not include the debtor company's unique incorporation number. Asher J held that the preferable approach to the question whether an omission was seriously misleading, in the context of a registry which (like the Australian registry and unlike some Canadian registries) only provides returns that exactly match what is entered,[19] was to ask whether the error would prevent a registration being disclosed by a properly formatted search in the relevant searchable field;[20] and consequently that the omission of the company's number was seriously misleading, as it meant that those who searched the register by company number or through the Companies Office would not discover the relevant financing statement.[21]

39 I respectfully agree with Asher J. Such a construction furthers the purpose of the PPSA in ensuring the integrity and reliability of the PPS register,[22] and visiting upon secured parties the obligation to ensure – if they are to enjoy the benefits of registration – that their registration be discoverable on search against the grantor's details required to be included in a financing statement under s 153. The facilitation of ascertaining whether there are prior registrations is a fundamental purpose of the PPSA.

40 It does not avail Alleasing that the administrators, apparently using a B2G interface, discovered the original registrations; it is unnecessary, for a defect to be misleading, to establish that anyone was in fact actually misled.[23] It is the capacity or potential to mislead that is crucial. Here, the defect was such that searchers using one of the two authorised modes of search would not discover the registration. The circumstance that a searcher using one of the

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[18] [2013] NZHC 1897 at [22], referring to Widdup L, *Personal Property Securities Act: A Conceptual Approach* (3rd ed, LexisNexis, Wellington, 2013) at 322, and Gault T (ed), *Gault on Commercial Law* (online loose-leaf ed, Brookers), at 8 A.7.03(2).
[19] [2013] NZHC 1897 at [19].
[20] [2013] NZHC 1897 at [23].
[21] [2013] NZHC 1897 at [20], [24].
[22] Replacement Explanatory Memorandum to the Personal Properties Securities Bill 2009, [5.71].
[23] PPSA s 164(2).

authorised means of search would not discover the registration renders the defect misleading, and seriously so – even if, as is suggested, most searchers (the evidence indicates 80%) use B2G platforms which, in the way that has been described, would reveal it.

41 Thus the defect was seriously misleading, because the omission of the ACN meant that searchers using one of the authorised modes of search would not discover the registration. Accordingly, the original registrations were ineffective pursuant to s 164(1)(a).

The constitutional issue:

42 PPSA s 267 provides for the vesting of unperfected security interests in the grantor immediately before the grantor's winding up, administration or bankruptcy:

> **267 Vesting of unperfected security interests in the grantor upon the grantor's winding up or bankruptcy etc.**
>
> *Scope*
>
> (1) This section applies if:
>
> (a) any of the following events occurs:
>
> (i) an order is made, or a resolution is passed, for the winding up of a company or a body corporate;
>
> (ii) an administrator of a company or a body corporate is appointed (whether under section 436A, 436B or 436C of the Corporations Act 2001, under that section as it is applied by force of a law of a State or Territory, or otherwise);
>
> (iii) a company or a body corporate executes a deed of company arrangement (whether under Division 10 of Part 5.3A of the Corporations Act 2001, under that Division as it is applied by force of a law of a State or Territory, or otherwise);
>
> (iv) a sequestration order is made against a person (the bankrupt) under the Bankruptcy Act 1966;
>
> (v) a person (the bankrupt) becomes a bankrupt by force of section 55, 56E or 57 of the Bankruptcy Act 1966; and
>
> (b) a security interest granted by the body corporate, company or bankrupt is unperfected at whichever of the following times applies:

(i) in the case of a company or body corporate that is being wound up—when, on a day, the event occurs by virtue of which the winding up is taken to have begun or commenced on that day (whether under section 513A or 513B of the Corporations Act 2001, under either section as applied by force of a law of a State or Territory, or otherwise);

(ii) in the case of any other company or body corporate—when, on a day, the event occurs by virtue of which the day is the section 513C day for the company or body, within the meaning of the Corporations Act 2001 (including that Act as it is applied by force of a law of a State or Territory, or otherwise);

(iii) in the case of a bankrupt—when a sequestration order is made against the bankrupt under the Bankruptcy Act 1966, or when he or she becomes a bankrupt by force of section 55, 56E or 57 of that Act.

Note 1: For the meaning of company, see section 10.
Note 2: See also Division 2A of Part 5.7B of the Corporations Act 2001.

Security interest vested in grantor

(2) The security interest held by the secured party vests in the grantor immediately before the event mentioned in paragraph (1)(a) occurs.

Note: This subsection does not apply to certain security interests (see section 268).

...

43 PPSA s 252B disapplies any provision of the Act if its operation would result in an acquisition of property other than on just terms (within the meaning of paragraph 51(xxxi) of the Constitution):

252B No unjust acquisition of property

(1) A provision of this Act does not apply to the extent that the operation of the provision would result in an acquisition of property from a person otherwise than on just terms.

(2) In subsection (1):

acquisition of property has the same meaning as in paragraph 51(xxxi) of the Constitution.

just terms has the same meaning as in paragraph 51(xxxi) of the Constitution.

44 Alleasing submitted that in the circumstances of this case, s 252B prevented the operation of the vesting provisions in s 267, as if they operated they would effect an acquisition of property other than on just terms – because if s 267 operated, upon an insolvency event of the kind described in s 267(1)(a), to vest the lessor's interest in the goods the subject of a PPS lease in the lessee, though the lessor was until then the true owner of the subject matter of the lease, then the lessor's valuable property would be acquired by the lessee, in return only for the right to prove in the insolvency as an unsecured creditor for damages for the value of the goods under PPSA s 269, which was not just.[24]

45 The first answer to this submission is that s 267 does not effect an "acquisition" at all. The section does not effect a taking of property which the PPS lessor held prior to its becoming subject to the PPSA; rather, it prescribes a consequence, in certain circumstances, of a lease entered into subject to the PPSA. It is an incident of any PPS lease entered into after the commencement of the PPSA that the lessor's interest is liable to vest in the lessee in certain events, if it has not been perfected. The master lease was entered into against the legal background provided by the PPSA, to which it referred. Thus, when Alleasing granted a lease of the crusher to OneSteel, to which the PPSA applied, that involved the consequence that its interest was liable to vest in OneSteel in certain events – in particular, those referred to in s 267(1)(a) – if it did not perfect its security interest.

46 As in *Telstra Corp Ltd v Commonwealth,*[25] Alleasing's argument is "synthetic and unreal", because it proceeds from an unstated premise that Alleasing has larger and more ample rights in respect of the crusher than in fact and law it had: Alleasing's "bundle of rights" in respect of the crusher was, from the moment it granted a lease to OneSteel, not of the amplitude which its present argument assumes, but involved the potential vesting of its interest in the lessee upon an insolvency event if its security interest were not perfected.

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[24] Notices under (CTH) *Judiciary Act 1903*, s 78B, were served on the Attorneys' General of the Commonwealth and the States; none of them intervened in the proceedings.
[25] *Telstra Corp Ltd v Commonwealth* (2008) 234 CLR 210; (2008) 243 ALR 1; (2008) 82 ALJR 521; [2008] HCA 7 at [52].

47 The second answer is that it is not an acquisition within the meaning of paragraph 51(xxxi) of the Constitution. Section s 51(xxxi) operates indirectly to reduce the content of other grants of legislative power, through the medium of the rule of construction that the conferral of an express power, subject to a safeguard, restriction or qualification, to legislate on a particular subject or to a particular effect, is inconsistent with any construction of other powers which would mean that they included the same subject or produced the same effect and so authorised the same kind of legislation but without the safeguard, restriction or qualification.[26] However, this is subject to at least two qualifications, as explained by Dixon CJ in *Attorney-General (Cth) v Schmidt (No 1) (Re Doehnert Mueller Schmidt)*[27] in the following passage:

> It is hardly necessary to say that when you have, as you do in para (xxxi), an express power, subject to a safeguard, restriction or qualification, to legislate on a particular subject or to a particular effect, it is in accordance with the soundest principles of interpretation to treat that as inconsistent with any construction of other powers conferred in the context which would mean that they included the same subject or produced the same effect and so authorized the same kind of legislation but without the safeguard, restriction or qualification. But two observations must be made. First, it is necessary to take care against an application of this doctrine to the various powers contained in s 51 in a too sweeping and undiscriminating way. For it cannot have much to do with some of the subject matters of power upon the very terms in which they are conferred. The other observation is that the principle does not apply except with respect to the ground actually covered by para (xxxi) of s 51. For example, no one would doubt that, under the power to make laws with respect to bankruptcy, property of the bankruptcy may be sequestrated and property of others which has been left in his order and disposition may be vested in the Official Receiver and that s 51(xxxi) has no bearing on the matter. At the same time, if a law was made under which a piece of land was acquired for a Bankruptcy Office, s 51(xxxi) would govern the legislation and not s 51(xvii). It must be borne in mind that s 51(xxxi) confers a legislative power and it is that power only which is subject to the condition that the acquisitions provided for must be on just terms.

48 The first of those qualifications is that the scope of s 51(xxxi), in its indirect as well as direct application, is confined to acquisitions "for any purpose in respect of which the Parliament has power to make laws", so that an acquisition of property for a purpose other than one in respect of which the

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[26] *Nintendo Co Ltd v Centronics Systems Pty Ltd* (1994) 181 CLR 134 at 160 (Mason CJ, Brennan, Deane Toohey, Gaudron and McHugh JJ); [1994] HCA 27, citing *Attorney-General (Cth) v Schmidt* (1961) 105 CLR 361 at 371–2 per Dixon CJ.

[27] (1961) 105 CLR 361 at 371–2 (Dixon CJ); [1961] ALR 806; (1961) 35 ALJR 54.

parliament has power to make laws is not affected by s 51(xxxi). Thus in *Mutual Pools & Staff Pty Ltd v The Commonwealth*,[28] Mason CJ said:

> The words ``for any purpose in respect of which the Parliament has power to make laws'' are, in the context of a grant of legislative power, words of limitation. They confine the exercise of the power to an implementation of a purpose within the field of Commonwealth legislative power. They are not to be read as an exclusive and exhaustive statement of the parliament's powers to deal with or provide for the involuntary disposition of or transfer of title to an interest in property.
>
> ...
>
> Likewise, a law made in the exercise of the power with respect to bankruptcy and insolvency, which provides for the sequestration of the property of a bankrupt and its vesting in the Official Receiver, is not a law with respect to the acquisition of property within s 51(xxxi) [*Schmidt* (1961) 105 CLR at 372]. It is no more and no less than a law which regulates the incidents and effects of bankruptcy, the provision for the vesting of title to the bankrupt's property in the Official Receiver being subordinate to sequestration. That element in the law would not enable one to describe it with any semblance of accuracy as a law for the acquisition of property.

49 Dawson and Toohey JJ said:[29]

> In arriving at the meaning of the phrase ``acquisition of property'' in s 51(xxxi), it is necessary to have regard to the composite expression of which it forms part, namely, ``acquisition of property ... for any purpose in respect of which the Parliament has power to make laws''. As Dixon CJ pointed out in *Attorney-General (Cth) v Schmidt* [(1961) 105 CLR at 372] ``it refers to the use or application of the property in or towards carrying out or furthering a purpose comprised in some other legislative power''. Whilst the precise limits of that expression have proved elusive [*Trade Practices Commission v Tooth & Co Ltd* (1979) 142 CLR at 408 per Gibbs J], it does appear primarily to refer to the acquisition of real or personal property which itself is intended to be used by the government in administering laws made by the parliament in the exercise of its legislative power [*Attorney-General (Cth) v Schmidt* (1961) 105 CLR at 372 per Dixon CJ; *Re Tooth & Co Ltd (No 2)* (1978) 34 FLR 112 at 146–7].

50 As Dawson and Toohey JJ acknowledged, s 51(xxxi) extends to the acquisition of property by persons other than the Commonwealth or its

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[28] (1994) 179 CLR 155 at 169; (1994) 119 ALR 577 at 585; (1994) 68 ALJR 216; [1994] HCA 9.
[29] (1994) 179 CLR 155 at 198; (1994) 119 ALR 577 at 608; (1994) 68 ALJR 216; [1994] HCA 9.

agencies,[30] but only where the property is acquired for a relevant Commonwealth purpose:[31]

> However, compulsory acquisition by a third person is not within the terms of s 51(xxxi) unless it is for a purpose in respect of which the parliament has power to make laws.

51 In this context, "purpose" refers to the use or application of the property acquired.[32] As Dawson J elaborated in *Nintendo Co Ltd v Centronics Systems Pty Ltd*, where a law provides for the acquisition of property, not by the Commonwealth or one of its emanations, but by an independent third party, that acquisition is unlikely to be for the purposes of one of the Commonwealth powers, but rather for the private purposes of the third party, in which s 51(xxxi) is not engaged, and the validity of the law depends on another head of power:[33]

> It will be apparent that where legislation provides for the acquisition of property by a third party, the property itself will frequently not be acquired for any purpose in respect of which the parliament has power to make laws but for the purposes of the third party [*Health Insurance Commission v Peverill* (1994) 68 ALJR 251 at 261–2; 119 ALR 675 at 690–1]. However, that need not always be the case. An example of property acquired by a third party for the purposes of the Commonwealth is to be found in *McClintock v Commonwealth* [(1947) 75 CLR 1]. In that case, at least on one view of the legislation, pineapples were compulsorily acquired from the growers by certain canneries and were processed to provide pineapple products required to supply the needs of the armed forces. The property acquired was acquired for a purpose in respect of which the parliament had power to make laws, namely, to feed members of the armed forces, a purpose within the power to make laws with respect to defence.
>
> Where property is acquired by a third party pursuant to Commonwealth legislation, it is more likely that the use or application of the property

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[30] *Mutual Pools & Staff Pty Ltd v The Commonwealth* (1994) 179 CLR 155 at 199; (1994) 119 ALR 577 at 608; (1994) 68 ALJR 216; [1994] HCA 9; citing *Jenkins v Commonwealth* (1947) 74 CLR 400 at 406; *McClintock v Commonwealth* (1947) 75 CLR 1 at 23, 36; *PJ Magennis Pty Ltd v Commonwealth* (1949) 80 CLR 382 at 401–2, 411, 423; *Trade Practices Commission v Tooth & Co Ltd* (1979) 142 CLR 397 at 427, 451–2; *Australian Tape Manufacturers Association Ltd v Commonwealth* (1993) 176 CLR 480 at 510–11, 526.

[31] (1994) 179 CLR 155 at 169; (1994) 119 ALR 577 at 585–6; (1994) 68 ALJR 216; [1994] HCA 9.

[32] *WH Blakeley & Co Ltd v Commonwealth* (1953) 87 CLR 501 at 518-19; [1953] ALR 293; (1953) 26 ALJR 672; see also *Attorney-General (Cth) v Schmidt* (1961) 105 CLR 361 at 372–3; *Mutual Pools & Staff Pty Ltd v Commonwealth* (1994) 68 ALJR 216 at 236–7; 119 ALR 577 at 608–9; *Nintendo Co Ltd v Centronics Systems Pty Ltd* (1994) 181 CLR 134 at 165, 167; (1994) 121 ALR 577 at 598, 600; (1994) 68 ALJR 537; [1994] HCA 27 (Dawson J).

[33] *Nintendo Co Ltd v Centronics Systems Pty Ltd* (1994) 181 CLR 134 at 166; (1994) 121 ALR 577 at 599; (1994) 68 ALJR 537; [1994] HCA 27 (Dawson J).

envisaged by the legislation will not fall within any head of Commonwealth legislative power. The acquisition of the property will then not be for any purpose in respect of which the parliament has power to make laws within the meaning of s 51(xxxi), and legislative power to support the acquisition must be sought elsewhere. This is the situation with many Commonwealth laws which regulate the relationship between private persons. For example, it is the situation with the compulsory acquisition of property under bankruptcy law. The power to support the acquisition is not found in s 51(xxxi) but in s 51(xvii) (bankruptcy and insolvency) [See *Attorney-General (Cth) v Schmidt* (1961) 105 CLR at 372]. It is the situation with the readjustment of property rights between the parties to a marriage where the legislative power is to be found in s 51(xxi) (marriage) or s 51(xxii) (divorce and matrimonial causes).

Section 51(xxxi) has been treated as abstracting from all other heads of power (including the incidental power but not s 122) the power to legislate for the compulsory acquisition of property which is conferred by that paragraph. But that power is limited to the acquisition of property for any purpose in respect of which the parliament has power to make laws, and that is all that is abstracted from the other heads of power. Thus the power to legislate for the acquisition of property which is not intended to be used or applied for such a purpose may be found in other heads of power [ibid]. A succinct explanation was given by Brennan J in the Federal Court in *Re Tooth & Co Ltd (No 2)* [(1978) 34 FLR 112 at 148]:

> Where a federal legislative power extends to the regulation of a relationship between private persons, pl (xxxi) does not necessarily cut down that power so as to exclude the acquisition of property as a mode of regulation. If the acquisition is intended by the regulating law to be for a purpose referred to in pl (xxxi) then pl (xxxi) applies and the validity of the law depends upon its compliance with the requirement of just terms. But if the acquisition is not intended to be for such a purpose, pl (xxxi) does not bear upon the law's validity. The validity of such a law is ascertained by inquiring whether it bears the character of a law with respect to some other head of federal legislative power.

52 If property can be said to be "acquired" pursuant to PPSA s 267, it is not acquired to be applied for any purpose in respect of which the Commonwealth has power to make laws, but for the grantor's own purposes: to enlarge the grantor's assets and the property that will be divisible among its creditors. As such an acquisition is not for a relevant Commonwealth purpose, s 267 does not depend for its constitutional authority on s 51(xxxi), and s 51(xxxi) does not operate indirectly to confine those legislative powers – such as s 51(xvii) (the power to make laws with respect to bankruptcy and insolvency), and s 51(xxxvii) (the power to make laws with respect to matters referred by the states) – which provide the authority for s 267.

53 Further, a law which is not directed towards the acquisition of property as such but which is concerned with the adjustment of the competing rights, claims or obligations of persons in a particular relationship or area of activity is unlikely to be susceptible of legitimate characterisation as a law with respect to the acquisition of property such as to fall within s 51(xxxi).[34] The PPSA is directed to regulating and adjusting the relationship between true owners, the holders of security interests, and apparent owners. In these respects it modifies the rights those parties might have had in respect of personal property at common law. Section 267 works a genuine adjustment of the competing rights, claims and obligations between owners of interests in personal property, and is not a law with respect to the acquisition of property for the purposes of s 51(xxxi).

54 That was the approach taken by Le Miere J in *White v Spiers Earthworks Pty Ltd*:[35]

> [39] ... Section 267(1) provides the circumstances in which the security interest held by a secured party vests in the grantor. The circumstances are where the grantor is insolvent and hence the vesting of the security interest in the grantor adjusts the competing rights of the secured party on the one hand and the unsecured creditors of the grantor on the other hand in relation to the personal property in relation to which the secured party has a security interest.
>
> [40] Section 267(2) of the PPSA does not effect an acquisition of property within the meaning of "acquisition of property" in s 51(xxxi) of the Constitution. The operation of s 267 to vest the defendants' interest in the hire assets does not result in an acquisition of property within the meaning of "acquisition of property" in s 51(xxxi) of the Constitution, and hence s 252B of the PPSA does not apply to the circumstances of this case.

55 While Alleasing submitted that I should decline to follow *White v Spiers* on the basis that it was plainly wrong, in my judgment it is plainly correct.

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[34] *Nintendo Co Ltd v Centronics Systems Pty Ltd* (1994) 181 CLR 134 at 161 (Mason CJ, Brennan, Deane, Toohey, Gaudron and McHugh JJ); [1994] HCA 27, referring to *Australian Tape Manufacturers Association Ltd v Commonwealth* (1993) 176 CLR 480 at 510; *Mutual Pools & Staff Pty Ltd v Commonwealth* (1994) 179 CLR 155 at 171–173, 177–178, 188–189; *Re Director of Public Prosecutions; Ex parte Lawler* (1994) 179 CLR 270 at 285–286; *Health Insurance Commission v Peverill* (1994) 179 CLR 226 at 236–238; *Georgiadis v Australian and Overseas Telecommunications Corporation* (1994) 179 CLR 297 at 305–8; Dixon R, "Overriding Guarantee of Just Terms or Supplementary Source of Power?: Rethinking s 51(xxxi) of the Constitution" (2005) 27 Syd Law Rev 639 at 649–50; *White v Spiers Earthworks Pty Ltd* (2014) 99 ACSR 214; [2014] WASC 139 at [38].
[35] (2014) 99 ACSR 214 at 222–3; [2014] WASC 139 at [39]–[40].

56 Accordingly, any "acquisition" effected by s 267 is not an acquisition within the meaning of s 51(xxxi): it is not an acquisition of property to be applied for any purpose in respect of which the Commonwealth has power to make laws, but one for the grantor's own purposes, and it represents a genuine adjustment of the competing rights, claims and obligations between owners of interests in personal property. PPSA s 252B is not engaged.

57 The second qualification to the indirect operation of s 51(xxxi) is that it is subject to a contrary intention either expressed or made manifest in the other heads of power, some of which clearly encompass the making of laws providing for the acquisition of property other than on just terms, and "[w]here that is so, the other grant of legislative power manifests a contrary intention which precludes the abstraction from it of the legislative power to make such a law".[36] This was the other point made by Dixon CJ in *Schmidt* in the passage set out above, and was expounded by Mason CJ in *Mutual Pools*:[37]

> The conferral of the legislative power of compulsory acquisition subject to the requirement of just terms means that, apart from s 122 which stands in a separate position [See *Teori Tau v Commonwealth* (1969) 119 CLR 564 at 570], in the absence of any indication of contrary intention, the other legislative powers reposed in the parliament must be construed so that they do not authorise the making of a law which can properly be characterised as a law with respect to the acquisition of property for any relevant purpose otherwise than on just terms. For it is a well-accepted principle of interpretation that, when a power is conferred and some qualification or restriction is attached to its exercise, other powers should be construed, absent any indication of contrary intention, so as not to authorise an exercise of the power free from the qualification or restriction [See *Attorney-General (Cth) v Schmidt* (1961) 105 CLR 361 at 370–2 per Dixon CJ]. Hence, the effect of s 51(xxxi) when read in conjunction with the other legislative powers of the parliament is that, subject to any contrary intention, it forbids the making of laws with respect to the acquisition of property from any State or person for a relevant purpose on terms that are not just [See *Australian Apple and Pear Marketing Board v Tonking* (1942) 66 CLR 77 ; *Johnston Fear & Kingham & Offset Printing Co Pty Ltd v Commonwealth* (1943) 67 CLR 314 ; *Bank of NSW v Commonwealth(the Bank Nationalisation case)* (1948) 76 CLR 1 at 349–50 per Dixon J]. Consequently, a law with respect to the

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[36] *Nintendo Co Ltd v Centronics Systems Pty Ltd* (1994) 181 CLR 134 at 160 (Mason CJ, Brennan, Deane Toohey, Gaudron and McHugh JJ); [1994] HCA 27, referring to *Mutual Pools & Staff Pty Ltd v Commonwealth* (1994) 179 CLR 155 at 169–171, 177–78, 186–88, 219–223; *Re Director of Public Prosecutions; Ex parte Lawler* (1994) 179 CLR 270 at 274–9, 283–4, 294–6; *Health Insurance Commission v Peverill* (1994) 179 CLR 226 at 258–60; *Georgiadis v Australian and Overseas Telecommunications Corporation* (1994) 179 CLR 297 at 305–7.

[37] (1994) 179 CLR 155 at 169; (1994) 119 ALR 577 at 585–6; (1994) 68 ALJR 216; [1994] HCA 9.

> acquisition of property must comply prima facie with the requirement of just terms.
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> An indication of contrary intention may be provided by the express terms in which a specific power is conferred or by the very nature of the subject matter of a specific power or what is included within it. Thus, the very terms of s 51(xxxiii), which confers power to make laws with respect to the acquisition of State railways ``on terms arranged between the Commonwealth and the State'', indicate that an acquisition of State railways stands outside s 51(xxxi). And, so does s 85 which makes special provision with respect to compensation payable by the Commonwealth for property passing from a State under that section.

58 As the defendants submitted, the other heads of power (including, relevantly, the power in s 51(xvii) to legislate with respect to bankruptcy and insolvency) "comprehend a power to enact provisions appropriate and adapted to the fulfilment of any objective falling within power, ... and s 51(xxxi) does not abstract the power to prescribe the means appropriate and adapted to the achievement of an objective falling within another head of power where the acquisition of property without just terms is a necessary or characteristic feature of the means prescribed", and in this context, "necessary does not mean indispensable".[38] The power to legislate with respect to bankruptcy and insolvency includes the power to make laws vesting the bankrupt's property (and property in his or her possession), which are properly characterised not as a laws with respect to the acquisition of property, but as laws with respect to bankruptcy.[39]

59 PPSA s 267 is a law with respect to insolvency. In *Schmidt,* Dixon CJ mentioned – as being within the subject matters of laws with respect to insolvency, upon which s 51(xxxi) would have no bearing – a law dealing with and vesting property of others left in the possession and control of the insolvent. Alleasing argued that Dixon CJ was referring to the doctrine of reputed ownership and trading goods that allowed an insolvent to obtain credit to the detriment of his creditors, and that it was neither "necessary" nor "characteristic" of bankruptcy and insolvency that the property of the bailor

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[38] Cf *AirServices Australia v Canadian Airlines International Ltd* (1999) 202 CLR 133 at 180 [98].
[39] *Attorney-General (Cth) v Schmidt (No 1) (Doehnert Mueller Schmidt)* (1961) 105 CLR 361 at 371 (Dixon CJ); [1961] ALR 806; (1961) 35 ALJR 54; *Mutual Pools & Staff Pty Ltd v Commonwealth* (1994) 179 CLR 155 at 177–8 (Brennan J); *AirServices Australia v Canadian Airlines International Ltd* (1999) 202 CLR 133 at 180 [98].

(lessor) be transferred to the insolvent bailee (lessee). However, a PPS lease creates the same appearance of ownership which justifies the traditional regulation of chattel mortgages and charges,[40] and to treat such a lease as in substance a financing transaction under which the lessor's substantive right is to receive rent for the term of the lease, to require registration of the lessor's interest in order to protect the interests of others dealing with the lessee, and to convert the lessor's unperfected interest upon insolvency of the lessee into a right to prove in the insolvency, is a scheme appropriate and adapted to the achievement of objectives of the law of bankruptcy and insolvency. Section 267 is part of that scheme.

60 Further, PPSA s 267 is a law with respect to a matter referred by the states, authorised by s 51(xxxvii). Each State has referred relevant matters to the Commonwealth Parliament, and the referred matters included the "initial referred provisions", which meant the text of the proposed Commonwealth PPSA Bill tabled in the Legislative Assembly of New South Wales on 16 June 2009. That tabled text included s 267 in its current form, and it did not include s 252B.

61 The content and scope of a power conferred under s 51(xxxvii) is necessarily informed by the terms of the referral, which may be expressed in broad and general terms, and need not be limited to authorising the Commonwealth to enact a described and defined statute.[41] The effect of a referral is as if to add the referred matter to the list of heads of power in s 51. At least in theory, s 51(xxxi) could operate indirectly in respect of such a referred matter, and the potential for that would be at its highest where the referral was in general terms, analogous to the manner in which the various heads of power in s 51 are described. However, where the reference includes a "described and defined statute" which expressly includes a provision that authorises the acquisition of property other than on just terms, the indirect operation of s 51(xxxi) to constrain the express referred power would necessarily be

[40] *Re Maiden Civil* (2013) 277 FLR 337 at [31]–[32].
[41] *R v Public Vehicles Licensing Appeal Tribunal (Tas); Ex parte Australian National Airways Pty Ltd* (1964) 113 CLR 207; [1964] ALR 918; (1964) 37 ALJR 503.

excluded by the terms of the referral, a contrary intention being manifest. Here, where the referred matter was a "described and defined statute" which included s 267, the terms of the referral manifest an intention that it not be subject to the restriction referred to in s 51(xxxi).

62 The force of that argument would have been dissipated had the "tabled text" also included s 252B, because the referred matter viewed as a whole would then not have been inconsistent with, but to the contrary would have accommodated and intended, the continued operation of s 51(xxxi). However, s 252B was not in the tabled text; it was inserted into the Commonwealth Act by amendment, after the referral, by (CTH) *Personal Property Securities (Corporations and Other Amendments) Act 2010,* no 96 of 2010, the explanatory memorandum to which stated that it was inserted to remove any doubt about the constitutionality of the PPSA, and establishes that a provision of the PPSA would not apply where it would have the effect of providing for an acquisition of property otherwise than on just terms. That the Commonwealth Parliament chose to include s 252B does not confine the scope of the referred matter and the constitutional power derived from it.

63 For those reasons, the constitutional power to legislate (under s 51(xvii)) with respect to bankruptcy and insolvency, and (under s 51(xxxvii)) with respect to the specifically referred described and defined statute in the "tabled text", supported PPSA s 267 and was not in that respect indirectly affected by par 51(xxxi). However, although for that reason s 267 would have been constitutionally valid even if it effected an acquisition of property within the meaning of s 51(xxxi) on other than just terms – because a "contrary intention" emerges from s 51(xvii) and from the terms of the referral under s 51(xxxvii) – this does not assist in circumstances where by inserting s 252B into the Act, Parliament evinced an intention that no provision of PPSA should authorise an acquisition of property within the meaning of s 51(xxxi) on other than just terms. Section 252B has the effect that regardless of any other available head of power which might manifest an intention that it not be constrained by the indirect operation of s 51(xxxi), PPSA does not authorise

an acquisition of property within the meaning of s 51(xxxi) on other than just terms.

64 Thus although but for s 252B, s 267 would be a valid exercise of power under Constitution s 51(xvii) and s 51(xxxvii) even if it effected an acquisition of property within the meaning of s 51(xxxi) other than on just terms, s 252B disapplies a provision of PPSA if effects an acquisition of property within the meaning of s 51(xxxi) other than on just terms, regardless of its constitutional validity. However, because s 267 does not effect an acquisition of property at all – and alternatively because if it does effect an acquisition of property, it is not one within the meaning of s 51(xxxi), as it is not acquired for application for any purpose in respect of which the Commonwealth has power to make laws but for the grantor's own purposes, and represents a genuine adjustment of the competing rights, claims and obligations between owners of interests in personal property – PPSA s 252B is not engaged and does not disapply s 267.

CORPA s 588FM and PPSA s 293

65 *CORPA* s 588FL relevantly provides that a perfected PPSA security interest granted by a company vests in the company if it is subject to an insolvency event,[42] with effect from immediately before the insolvency event, if it was perfected by registration after the later of (1) six months before the deemed commencement of the winding up or administration (under s 513A, 513B or 513C as the case may be), or (2) the earlier of 20 business days after the security agreement that gave rise to the security interest came into force, or the deemed commencement of the winding up or administration, or (3) a later time ordered by the Court under section 588FM:

> **588FL Vesting of PPSA security interests if collateral not registered within time**
>
> *Scope*

[42] Which term I use to encompass the making of an order or passing of a resolution for the winding up of the company, the appointment of an administrator under *CORPA* s 436A, 436B or 436C, or the execution of a deed of company arrangement under Part 5.3A: see s 588FL(1)(a).

(1) This section applies if:

(a) any of the following events occurs:

(i) an order is made, or a resolution is passed, for the winding up of a company;

(ii) an administrator of a company is appointed under section 436A, 436B or 436C;

(iii) a company executes a deed of company arrangement under Part 5.3A; and

(b) a PPSA security interest granted by the company in collateral is covered by subsection (2).

Note: A security interest granted by a company in relation to which paragraph (a) applies that is unperfected at the critical time may vest in the company under section 267 or 267A of the Personal Property Securities Act 2009.

(2) This subsection covers a PPSA security interest if:

(a) at the critical time, or, if the security interest arises after the critical time, when the security interest arises:

(i) the security interest is enforceable against third parties under the law of Australia; and

(ii) the security interest is perfected by registration, and by no other means; and

(b) the registration time for the collateral is after the latest of the following times:

(i) 6 months before the critical time;

(ii) the time that is the end of 20 business days after the security agreement that gave rise to the security interest came into force, or the time that is the critical time, whichever time is earlier;

(iii) if the security agreement giving rise to the security interest came into force under the law of a foreign jurisdiction, but the security interest first became enforceable against third parties under the law of Australia after the time that is 6 months before the critical time—the time that is the end of 56 days after the security interest became so enforceable, or the time that is the critical time, whichever time is earlier;

(iv) a later time ordered by the Court under section 588FM.

Note 1: For the meaning of critical time, see subsection (7).

Note 2: For when a security interest is enforceable against third parties under the law of Australia, see section 20 of the Personal Property Securities Act 2009.
Note 3: A security interest may become perfected at a particular time by a registration that is made earlier than that time, if the security interest attaches to the collateral at the later time (after registration). See section 21 of the Personal Property Securities Act 2009.
Note 4: The Personal Property Securities Act 2009 provides for perfection by registration, possession or control, or by force of that Act (see section 21 of that Act).

...

Vesting of security interest in company

(4) The PPSA security interest vests in the company at the following time, unless the security interest is unaffected by this section because of section 588FN:

(a) if the security interest first becomes enforceable against third parties at or before the critical time—immediately before the event mentioned in paragraph (1)(a);

(b) if the security interest first becomes enforceable against third parties after the critical time—at the time it first becomes so enforceable.

Note: For the meaning of critical time, see subsection (7).

...

(7) In this section:

critical time, in relation to a company, means:

(a) if the company is being wound up—when, on a day, the event occurs by virtue of which the winding up is taken to have begun or commenced on that day under section 513A or 513B; or

(b) in any other case—when, on a day, the event occurs by virtue of which the day is the section 513C day for the company.

66 *CORPA* s 588FM provides for the Court to make an order (for the purposes of subparagraph 588FL(2)(b)(iv)) fixing a later time, on such terms and conditions as seem just and expedient, if the failure to register the collateral earlier was due to accident, inadvertence or some other sufficient cause, or not of such a nature as to prejudice the position of creditors or shareholders, on other grounds it is just and equitable to do so:

588FM Extension of time for registration

(1) A company, or any person interested, may apply to the Court (within the meaning of section 58AA) for an order fixing a later time for the purposes of subparagraph 588FL(2)(b)(iv).

> Note: If an insolvency-related event occurs in relation to a company, paragraph 588FL(2)(b) fixes a time by which a PPSA security interest granted by the company must be registered under the Personal Property Securities Act 2009, failing which the security interest may vest in the company.

(2) On an application under this section, the Court may make the order sought if it is satisfied that:

(a) the failure to register the collateral earlier:

(i) was accidental or due to inadvertence or some other sufficient cause; or

(ii) is not of such a nature as to prejudice the position of creditors or shareholders; or

(b) on other grounds, it is just and equitable to grant relief.

(3) The Court may make the order sought on any terms and conditions that seem just and expedient to the Court.

67 Alleasing submitted that, if it were not accepted that the original registrations were effective, time should be extended under s 588FM for registration, so that the second registrations – though they occurred after each of (1) 6 months before the critical time (being relevantly the time when administrators were appointed) and (2) the earlier of the end of 20 business days after the security agreement that gave rise to the security interest came into force and the critical time, would be within time.

68 Alleasing submitted – and it was not disputed – that for the purposes of s 588FM(2)(a), the failure to register the collateral earlier was accidental or due to inadvertence or some other sufficient cause; and/or was not of such a nature as to prejudice the position of creditors or shareholders. However, OneSteel submitted that the power to extend time under s 588FM was not enlivened, because for the purposes of s 588FL(2)(a), at the critical time (being the appointment of administrators) the security interest was not perfected by registration.

69 An order under s 588FM provides relief from the consequences of failure to register a security interest within time, with the consequences that a security interest is no longer in jeopardy of being vested in the grantor, in case of an insolvency event, on account of its belated registration. The effect of such relief is that should an insolvency event occur within six months of actual registration, although the security interest would otherwise vest in the grantor under s 588FL(4) because of its belated registration, it will not vest under that provision. However, an order under s 588FM fixes a later time only "for the purposes of subparagraph 588FL(2)(b)(iv)". An order under s 588FM does not resurrect a security interest which has vested in the grantor for a reason other than late registration. In other words, it serves to immunise the relevant security interest only against the consequences of what would otherwise be late registration.

70 In this respect, it is notable that such relief is available only in respect of a security interest that has been perfected as at the "critical time". Together, s 588FL(1) and (2) mean that s 588FL applies only to a security interest that "at the critical time" is enforceable against third parties and "is perfected by registration, and by no other means". Alleasing's submission that the phrase *is perfected by registration* means "is capable of being perfected" must be rejected. The opening words of s 588FL(2)(a) – "at the critical time, or, if the security interest arises after the critical time, when the security interest arises" – indicate that the security interest must have the status of being perfected at that time. Moreover, pursuant to *CORPA* s 588FK, the term "is perfected" has the same meaning in *CORPA* as in the PPSA, where s 21 uses the present tense in the same way:

> **21 Perfection—main rule**
>
> (1) A security interest in particular collateral is perfected if:
>
> (a) the security interest is temporarily perfected, or otherwise perfected, by force of this Act; or
>
> (b) all of the following apply:
>
> (i) the security interest is attached to the collateral;

(ii) the security interest is enforceable against a third party;

(iii) subsection (2) applies.

(2) This subsection applies if:

(a) for any collateral, a registration is effective with respect to the collateral; or

(b) for any collateral, the secured party has possession of the collateral (other than possession as a result of seizure or repossession); or

(c) for the following kinds of collateral, the secured party has control of the collateral:

(i) an ADI account;

(ii) an intermediated security;

(iii) an investment instrument;

(iv) a negotiable instrument that is not evidenced by a certificate;

(v) a right evidenced by a letter of credit that states that the letter of credit must be presented on claiming payment or requiring the performance of an obligation;

(vi) satellites and other space objects.

Note: For what constitutes possession and control of collateral, see Part 2.3.

...

71 Notably, s 21(2) provides at least two modes of perfection for *any* collateral (s 21(2)(a) and (b)), and three for some (s 21(2)(c)). There is no collateral which can be said to be capable of perfection only by registration. Thus, if the phrase *is perfected by registration, and by no other means* meant "is capable of being perfected by registration, and by no other means", there would be no form of collateral to which it could ever apply.

72 That s 588FM is concerned only to provide relief from the consequences of belated registration of perfected interests, and is not concerned with unperfected interests, is reinforced by the note to s 588FL(1), which is to the effect that a security interest granted by a company which has an insolvency

event, that is unperfected at the critical time, may vest in the company under PPSA s 267 or s 267A.

73 Section 588FM provides a means for obtaining relief from the consequences of belated registration of security interests granted by companies. Notably, it applies only to interests granted by companies. However, s 267, which vests unperfected security interests, applies to interests granted by individuals as well as those granted by companies. It would be discordant if a vesting under s 267 were amenable to cure by relief under s 588FM where the grantor was a company, but not otherwise.

74 Accordingly, an order under s 588FM does not immunise an unperfected security interest from vesting under s 267(2), but only a perfected security interest from vesting under s 588FL(4). It follows that, the relevant security interest being unperfected at the "critical time", relief under s 588FM is not available.

75 Moreover, even if relief could be given under s 588FM, it would not operate to divest an unperfected security interest that has already vested under s 267. While an order under s 588FM would have the consequence that the security interests would not vest under s 588FL(4) by reason of not having been registered earlier than the second registrations, it would not affect their vesting under s 267(2) on the basis that they were not, at the critical time, perfected. Vesting of unperfected security interests under s 267(2) occurs with effect from immediately before the relevant insolvency event. Here, vesting under s 267 occurred when administrators were first appointed to OneSteel, on 7 April 2016. An extension of time for the purposes of s 588FL would not affect the vesting that has taken place under s 267, because it would not alter the fact that, for the purpose of s 267(1)(b)(ii), on "the s 513C day", Alleasing's security interest was unperfected.

76 Alleasing also invoked PPSA s 293(1)(a), to seek an extension of the period for registration of its security interest in order that it retain priority as a PMSI:

293 Timing—applications for extension of time

(1) On application, a court may make an order extending the number of business days in a period specified in the following provisions if the court is satisfied that it is just and equitable to do so:

(a) paragraphs 62(3)(b) (perfection of purchase money security interests);

...

(2) The court may make the order even if the period has ended.

(3) In making an order to extend a period under subsection (1), the court must take into account the following:

(a) whether the need to extend the period arises as a result of an accident, inadvertence or some other sufficient cause;

(b) whether extending the period would prejudice the position of any other secured parties or other creditors;

(c) whether any person has acted, or not acted, in reliance on the period having ended.

77 However, s 293(1)(a) is concerned only with extension of the period referred to in s 62(3)(b). Section 62 is concerned with when a perfected purchase money security interest ("PMSI") has priority over a perfected security interest that is not a PMSI, and in respect of personal property other than inventory relevantly provides:

(3) The purchase money security interest has priority if:

(a) the interest is in personal property, or its proceeds, other than inventory; and

(b) the purchase money security interest is perfected by registration before the end of 15 business days after whichever of the following days applies:

(i) for goods—the day the grantor, or another person at the request of the grantor, obtains possession of the property;

(ii) for any other property—the day the interest attaches to the property; and

(c) the registration that perfects the purchase money security interest states, in accordance with item 7 of the table in section 153, that the interest is a purchase money security interest.

Note: The period mentioned in paragraph (b) may be extended by a court under section 293.

78 Thus s 62(3) is concerned with the priority of security interests, not their perfection. An extension of the period referred to in s 62(3)(b) would not affect the vesting that has taken place under s 267, because it would not alter the fact that, for the purpose of s 267(1)(b)(ii), on "the s 513C day", Alleasing's security interest was unperfected.

Conclusion

79 My conclusions may be summarised as follows:

80 The original registrations were defective, in that they did not, as required, include OneSteel's ACN. A search of the PPS register by reference only to OneSteel's ACN would not reveal the original registrations, being as they were against the ABN. Accordingly, the original registrations were ineffective, pursuant to PPSA s 164(1)(b) and s 165(b). Moreover, the defect was such that searchers using one of the authorised modes of search would not discover the registration. This renders the defect seriously misleading, and so the first registrations were ineffective pursuant to s 164(1)(a) also.

81 Although but for PPSA s 252B, s 267 would be a valid exercise of power under Constitution s 51(xvii) and s 51(xxxvii) even if it effected an acquisition of property within the meaning of s 51(xxxi) other than on just terms, because those heads of power sufficiently manifest an intention that, at least to that extent, they not be constrained by the indirect operation of s 51(xxxi), PPSA s 252B disapplies a provision of PPSA if it effects an acquisition of property within the meaning of s 51(xxxi) other than on just terms, regardless of tis constitutional validity. However, s 267 does not effect an acquisition of property at all. Alternatively, if it does effect an acquisition of property, it is not one within the meaning of s 51(xxxi), because it is not for application for any purpose in respect of which the Commonwealth has power to make laws, but for the grantor's own purposes, and represents a genuine adjustment of the competing rights, claims and obligations between owners of interests in

personal property. Accordingly, PPSA s 252B is not engaged and does not disapply s 267.

82 Relief under Corporations Act s 588FM is not available, because the relevant security interest was unperfected at the "critical time". Even if relief could be given under s 588FM, it would not operate to divest an unperfected security interest that has already vested under s 267, because an extension of time for the purposes of s 588FL would not affect the vesting that has taken place under s 267, as it would not alter the fact that, for the purpose of s 267(1)(b)(ii), on the s 513C day for the grantor company OneSteel when administrators were first appointed to it on 7 April 2016, Alleasing's security interest was unperfected.

83 Similarly, an extension under PPSA s 293(1)(a) of the period referred to in s 62(3)(b) would not affect the vesting that has taken place under s 267, because it would not alter the fact that on, on the s 513C day, Alleasing's security interest was unperfected.

84 It follows that Alleasing's security interests in the crusher and the parts, being unperfected on 7 April 2016 when OneSteel went into administration, have vested in OneSteel pursuant to PPSA s 267. The originating process should be dismissed, and on the cross-claim there should be a declaration that Alleasing's security interests in the crusher and the parts have vested in OneSteel.

85 The court therefore:

(1) orders that the originating process be dismissed.

(2) declares that the interest of the plaintiff as lessor of the Striker crushing and screening plant referred to in Rental Schedule E2N0157602 and in the spare parts referred to in Rental Schedule E2N0158455 under the rental agreement dated 16 October 2014 between the plaintiff and the first defendant has vested in the first defendant.

(3) orders that the plaintiff pay the first and second defendants' costs of the proceedings (including the cross-claim).

****

I certify that this and the preceding 40 pages are a true copy of the reasons for judgment herein of the Honourable Justice Brereton AM RFD.

Associate
Date: Wednesday 1 February 2017

Form 105 (version 7)
UCPR 51.16, 51.18, 51.20

FILED
27 FEB 2017
N.A.

SUPREME COURT OF NEW SOUTH WALES

NOTICE OF APPEAL

COURT DETAILS

Court	Supreme Court of New South Wales, Court of Appeal
Registry	Sydney
Case number	2017/ 61838

TITLE OF PROCEEDINGS

Appellant	**Alleasing Pty Ltd** **ACN 008 655 025**
First Respondent	**OneSteel Manufacturing Pty Ltd (subject to deed of company arrangement)** **ACN 004 651 325**
Second Respondent	**Mark Mentha, Cassandra Mathews, Martin Madden and Bryan Webster in their capacities as deed administrators of OneSteel Manufacturing Pty Ltd (subject to deed of company arrangement) ACN 004 651 325**

PROCEEDINGS IN THE COURT BELOW

Title below	In the matter of OneSteel Manufacturing Pty Ltd (administrators appointed)
Court below	Supreme Court of New South Wales
Case number below	2016 / 242112
Date/s of hearing	19 and 20 December 2016
Material date	31 January 2017
Decision of	Brereton J

FILING DETAILS

Filing for	**Alleasing Pty Ltd**, the appellant
Filed in relation to	Whole decision below
Legal representative	Cameron Cheetham Henry Davis York
Legal representative reference	CWC/TYS/3142188
Contact name and telephone	Tom Schinckel 61 2 9947 6628
Contact email	tom.schinckel@hdy.com.au

HEARING DETAILS

This notice of appeal is listed for directions at 9:00am on 3/05/17

TYPE OF APPEAL

Corporations List - Other (Corporations List Judge)

DETAILS OF APPEAL

1. This appeal is brought under section 101(1)(a) of the *Supreme Court Act* 1970

2. This notice of appeal is not filed pursuant to leave.

3. The appellant has not filed a notice of intention to appeal.

4. The appellant appeals from the whole of the judgment below, but only challenges the reasons insofar as they relate to:

   (a) whether the registration was ineffective by reason of the operation of ss 164(1) and 165(b) of the *Personal Property Securities Act 2009* (Cth) (**PPSA**) (at J[22]-[41] and [80]); and

   (b) "the constitutional issue" (at J[42]-[64], [81], and [84]-[85]).

APPEAL GROUNDS

A. Effective Registration – Grantor Search (J[22]-[35])

1. His Honour erred when he held that the registrations were ineffective pursuant to ss 164(1)(b) and165(b) of the PPSA because a search of the PPS register by reference only to OneSteel's ACN would not reveal the original registrations (**Ground 1**).

2. His Honour erred when he held that:

   (a) a "combined grantor search" is not one by reference only to the ACN (J[33]); and

   (b) "no search of the register...by reference to the grantor's details...is capable of disclosing the registration" for the purposes of s 165(b) of the PPSA (J[34])

3. His Honour having erred in holding that a combined grantor search (B2G) of the register by reference only to the ACN was not capable of disclosing the registration, then erred in holding such a search was not one contemplated by s 165 (b) of the PPSA.

4. His Honour should have held that a method of searching the register by reference only to the ACN was capable of disclosing the registration and accordingly s 165 (b) of the PPSA was not engaged.

B. Effective Registration – Seriously Misleading (J[36]-[41])

5. His Honour erred when he held the use of the ABN was a defect that was "seriously misleading" within the meaning of s164(1) of the PPSA and accordingly the registrations were ineffective pursuant to s 164(1) of the PPSA (**Ground 2**).

6. His Honour should have held that the use of an ABN for the registrations was not seriously misleading and that accordingly s 164(1) of the PPSA was not engaged.

7. Further to Grounds 1 and 2, his Honour should have held that the registrations were effective.

C. Constitutional Issue (J[42]-[64])

8. In the alternative to Grounds 1 and 2, his Honour erred when he held that section 252B of the PPSA was not engaged in the circumstances of the proceedings, and therefore that provision did not operate to disapply section 267 of the PPSA (**Ground 3**).

9. Further to Ground 3, his Honour erred when he held that:

   (a) there was no "acquisition" for the purposes of section 252B of the PPSA and section 51(xxxi) of the Commonwealth Constitution (at J[45], [47]);

   (b) section 51(xxxi) of the Commonwealth Constitution did not constrain the operation of section 267 of the PPSA in the circumstances of the case because, if the property was acquired, it was not acquired for any purpose in respect of which the Commonwealth has power to make laws, but for the grantor's own purposes (at J[52]);

   (c) section 51(xxxi) of the Commonwealth Constitution did not constrain the operation of section 267 of the PPSA in the circumstances of the case because, if the property was acquired, the acquisition would represent a genuine adjustment of the competing rights, claims and obligations between owners of interests in personal property (at J[56]);

10. Further, his Honour erred in holding (at J[63]-[64]) that the operation of section 267 of the PPSA to vest the property was supported by:

   (a) section 51(xvii) of the Commonwealth Constitution, because the bankruptcy and insolvency power manifested a contrary intention to the guarantee contained in section 51(xxxi); and

   (b) section 51(xxxvii) of the Commonwealth Constitution, because the specific referral of power from the States to enact section 267 of the PPSA had the result that there could be no acquisition on unjust terms for the purposes of section 51(xxxi) (J [63]).

11. His Honour should have held that the purported operation of section 267 of the PPSA to vest, in the first defendant, the plaintiff's interest as bailor or lessor in the Striker and spare parts, was an acquisition on other than just terms for the purposes of section 252B of the PPSA, and therefore section 252B of the PPSA disapplied section 267 of the PPSA from operating to vest that property in the first defendant.

ORDERS SOUGHT

1. Appeal allowed;

2. Set aside the orders of Justice Brereton made on 31 January 2017 and in lieu thereof:

   (a) order that there be judgment for the plaintiff against the first and second defendants;

   (b) declare that the security interest held by the plaintiff in accordance with:

      (i) PPSR registration number 20141070012815; and

      (ii) PPSR registration number 201507070059923,

      are validly perfected for the purposes of s 21 of the PPSA;

   (c) further, or alternatively to para 2(b), declare that the interest of the plaintiff as lessor of the Striker crushing and screening plant referred to in Rental Schedule E2N0157602 and in the spare parts referred to in Rental Schedule E2N0158455 under the rental agreement dated 16 October 2014 between the plaintiff and the first defendant has not vested in the first defendant pursuant to s 267 of the *Personal Property Securities Act* 2009 (Cth) or otherwise;

   (d) further, or alternatively to para 2(b), declare that, pursuant to section 443B of the *Corporations Act*, the second defendants are liable for rent or other amounts payable by the first defendant under the rental agreement;

   (e) further, or alternatively to para 2(b), order that the first and second defendants deliver up, or otherwise make the Striker crushing and screening plant and spare parts available, to the plaintiff;

   (f) order that the first and second defendants pay the plaintiff's costs of the proceedings (including of the cross-claim); and

3. Order that the respondents pay the appellant's costs of the appeal.

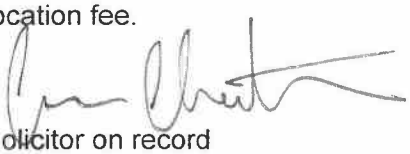
UCPR 51.22 CERTIFICATE

4. The right of appeal is not limited by a monetary sum.

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under *clause 4 of Schedule 2 to the Legal Profession Uniform Law Application Act 2014 (NSW)* that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

I have advised the appellant that court fees will be payable during these proceedings. These fees may include a hearing allocation fee.

Signature	
Capacity	Solicitor on record
Date of signature	27/12/17

NOTICE TO RESPONDENT

If your solicitor, barrister or you do not attend the hearing, the court may give judgment or make orders against you in your absence. The judgment may be for the orders sought in the notice of appeal and for the appellant's costs of bringing these proceedings.

Before you can appear before the court, you must file at the court an appearance in the approved form.

HOW TO RESPOND

Please read this notice of appeal very carefully. If you have any trouble understanding it or require assistance on how to respond to the notice of appeal you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the notice of appeal from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.
- The court registry for limited procedural information.

Court forms are available on the UCPR website at www.ucprforms.justice.nsw.gov.au or at any NSW court registry.

REGISTRY ADDRESS

Street address	Supreme Court of New South Wales, Court of Appeal Law Courts Building, Queen's Square Level 5 184 Phillip Street Sydney NSW 2000
Postal address	Supreme Court of NSW GPO Box 3 Sydney NSW 2001 DX 829 SYDNEY
Telephone	1300 679 272

PARTY DETAILS

A list of parties must be filed and served with this notice of appeal.

FURTHER DETAILS ABOUT APPELLANTS

Appellant

Name	Alleasing Pty Ltd
Address	'Aurora Place' Level 5, 88 Phillip Street, SYDNEY NSW 2000
Frequent user identifier	

Legal representative for appellant

Solicitor on the record	Cameron Cheetham
Firm	Henry Davis York
Practising certificate number	28358
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DX address	173 Sydney
Telephone	61 2 9947 6000
Fax	61 2 9947 6999
Email	tom.schinckel@hdy.com.au
Electronic service address	Not applicable

DETAILS ABOUT RESPONDENTS

First Respondent

Name	OneSteel Manufacturing Pty Ltd (subject to deed of company arrangement)
Address	c/- KordaMentha Level 5, 2 Chifley Square SYDNEY NSW 2000

Second Respondent

Name	Mark Mentha, Cassandra Mathews, Martin Madden and Bryan Webster in their capacities as deed administrators of OneSteel Manufacturing Pty Ltd (subject to deed of company arrangement)
Address	c/- KordaMentha Level 5, 2 Chifley Square SYDNEY NSW 2000

FILED

23 MAR 2017

N.A.

SUPREME COURT OF NEW SOUTH WALES

Form 106 (version 3)
UCPR 51.40

NOTICE OF CONTENTION

COURT DETAILS

Court	Supreme Court of New South Wales, Court of Appeal
Registry	Sydney
Case number	2017/61838

TITLE OF PROCEEDINGS

Appellant	**Alleasing Pty Ltd ACN 008 655 025**
First Respondent	**OneSteel Manufacturing Pty Ltd (subject to deed of company arrangement) ACN 004 651 325**
Second Respondent	**Mark Mentha, Cassandra Matthews, Martin Madden and Bryan Webster in their capacities as deed administrators of OneSteel Manufacturing Pty Ltd (subject to deed of company arrangement) ACN 004 651 325**

PROCEEDINGS IN THE COURT BELOW

Title below	In the matter of OneSteel Manufacturing Pty Limited (administrators appointed)
Court below	Supreme Court of New South Wales
Case number below	2016/242112
Dates of hearing	19 and 20 December 2016
Material date	31 January 2017
Decision of	Brereton J

FILING DETAILS

Filed for	**OneSteel Manufacturing Pty Ltd (subject to deed of company arrangement)**, the First Respondent and **Mark Mentha, Cassandra Matthews, Martin Madden and Bryan Webster in their capacities as deed administrators of OneSteel Manufacturing Pty Ltd (subject to deed of company arrangement) ACN 004 651 325,** the Second Respondent
Legal representative	John Mitchell, Arnold Bloch Leibler
Legal representative reference	JTM: 021902507
Contact name and telephone	John Mitchell, (02) 9226 7233
Contact email	jmitchell@abl.com.au

DETAILS OF CONTENTION

The First and Second Respondent contend that the decision of the court below should be affirmed on grounds other than those relied on by the court below, but does not seek a discharge or variation of any part of the orders of the court below.

GROUNDS

The conclusion of the learned primary judge should be upheld on the additional or alternative grounds that:

1 Contrary to the reasons given at [63] (excluding first sentence), [64] and [81] (first sentence), s 252B of the *Personal Property Securities Act 2009* (Cth) (**PPSA**) disapplies another provision of the PPSA only if and to the extent that the operation of the other provision would otherwise be constitutionally invalid by reason of s 51(xxxi) of the Constitution; and

2 Further, s 267 of the PPSA is constitutionally valid notwithstanding s 51(xxxi) of the Constitution because:

(a) at least for the reasons given in [57]-[59] and [63] (first sentence) of the judgment, s 267 is a law with respect to bankruptcy and insolvency and supported by s 51(xvii) of the Constitution; and/or

(b) at least for the reasons given in [60]-[62] and [63] (first sentence) of the judgment, s 267 is a law with respect to a matter referred to the Parliament of the Commonwealth by the Parliament of a State and supported by s 51(xxxvii) of the Constitution.

SIGNATURE

Signature of legal representative	by his/her legal solicitor
Capacity	Solicitor
Date of signature	23 March 2017

Australian Government
Australian Financial Security Authority

PPSR Personal Property Securities Register

13/05/2017

PPSR Registration Number Search Certificate

This is a PPSR registration number search certificate for a search conducted for PPSR registration number 201705120069759

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 1133288134230001
Search number: 113328813423

This search certificate reflects the data contained in the PPSR at 13/05/2017 16:52:14 (Canberra Time).

Search Criteria Details

PPSR Registration Number: 201705120069759

PPSR Registration Details

PPSR Registration number:	201705120069759	Change number:	43884356
Registration kind:	Security interest		
Registration start time:	12/05/2017 17:01:08 (Canberra Time)		
Registration end time:	No stated end time		
Registration last changed:	12/05/2017 17:01:08 (Canberra Time)		
Subordinate registration:	Not stated	Transitional:	No
PPSR registration state:	Current		

Grantor Details

Organisation identifier:	004651325	Organisation identifier type:	ACN
Organisation name:	ONESTEEL MANUFACTURING PTY LIMITED (Verified)		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Motor vehicle
Description:	Striker Crushing and Screening machine provided pursuant to a lease between the Secured Party and the Grantor.
Proceeds:	Yes - All present and after acquired property
Inventory:	No
Purchase Money Security Interest:	Yes

Secured Party Details

Organisation identifier:	008 655 025	Organisation identifier type:	ACN
Organisation name:	ALLEASING PTY LIMITED (Verified)		

Address for Service

Contact name: General Manager Credit & Settlements

Email:	ppsr@alleasing.com.au	
Fax:	02 9852 5252	
Mailing address:	PO Box R1854	
	ROYAL EXCHANGE	
	NSW	1225
	AUSTRALIA	
Physical address:	Level 5	
	88 Phillip Street	
	SYDNEY	
	NSW	2000
	AUSTRALIA	

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End of search certificate

Australian Government
Australian Financial Security Authority

PPSR Personal Property Securities Register

13/05/2017

PPSR Registration Number Search Certificate

This is a PPSR registration number search certificate for a search conducted for PPSR registration number 201705120069326

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 1136881154890001
Search number: 113688115489

This search certificate reflects the data contained in the PPSR at 13/05/2017 16:52:18 (Canberra Time).

Search Criteria Details

PPSR Registration Number: 201705120069326

PPSR Registration Details

PPSR Registration number:	201705120069326	Change number:	43884268
Registration kind:	Security interest		
Registration start time:	12/05/2017 16:56:06 (Canberra Time)		
Registration end time:	No stated end time		
Registration last changed:	12/05/2017 16:56:06 (Canberra Time)		
Subordinate registration:	Not stated	Transitional:	No
PPSR registration state:	Current		

Grantor Details

Organisation identifier:	004651325	Organisation identifier type:	ACN
Organisation name:	ONESTEEL MANUFACTURING PTY LIMITED (Verified)		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Other goods
Description:	All plant and equipment and associated spare parts leased or provided pursuant to a lease between the Secured Party and the Grantor including but not limited to Striker Crushing and Screening equipment and associated spare parts.
Proceeds:	Yes - All present and after acquired property
Inventory:	No
Purchase Money Security Interest:	Yes

Secured Party Details

Organisation identifier:	008 655 025	Organisation identifier type:	ACN
Organisation name:	ALLEASING PTY LIMITED (Verified)		

Address for Service

Contact name:	General Manager Credit & Settlements	
Email:	ppsr@alleasing.com.au	
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13/05/2017

PPSR Registration Number Search Certificate

This is a PPSR registration number search certificate for a search conducted for PPSR registration number 201705120069873

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 1130651931220001
Search number: 113065193122

This search certificate reflects the data contained in the PPSR at 13/05/2017 16:52:11 (Canberra Time).

Search Criteria Details

PPSR Registration Number: 201705120069873

PPSR Registration Details

PPSR Registration number:	201705120069873	Change number:	43884395
Registration kind:	Security interest		
Registration start time:	12/05/2017 17:01:59 (Canberra Time)		
Registration end time:	No stated end time		
Registration last changed:	12/05/2017 17:01:59 (Canberra Time)		
Subordinate registration:	Not stated	Transitional:	No
PPSR registration state:	Current		

Grantor Details

Organisation identifier:	004651325	Organisation identifier type:	ACN
Organisation name:	ONESTEEL MANUFACTURING PTY LIMITED (Verified)		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Motor vehicle
Description:	Striker Crushing and Screening machine provided pursuant to a lease between the Secured Party and the Grantor.
Proceeds:	Yes - All present and after acquired property
Inventory:	No
Purchase Money Security Interest:	No

Secured Party Details

Organisation identifier:	008 655 025	Organisation identifier type:	ACN
Organisation name:	ALLEASING PTY LIMITED (Verified)		

Address for Service

Contact name: General Manager Credit & Settlements

Email:	ppsr@alleasing.com.au	
Fax:	02 9852 5252	
Mailing address:	PO Box R1854	
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13/05/2017

PPSR Registration Number Search Certificate

This is a PPSR registration number search certificate for a search conducted for PPSR registration number 201705120069498

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 1134801778710001
Search number: 113480177871

This search certificate reflects the data contained in the PPSR at 13/05/2017 16:52:15 (Canberra Time).

Search Criteria Details

PPSR Registration Number: 201705120069498

PPSR Registration Details

PPSR Registration number:	201705120069498	Change number:	43884288
Registration kind:	Security interest		
Registration start time:	12/05/2017 16:58:54 (Canberra Time)		
Registration end time:	No stated end time		
Registration last changed:	12/05/2017 16:58:54 (Canberra Time)		
Subordinate registration:	Not stated	Transitional:	No
PPSR registration state:	Current		

Grantor Details

Organisation identifier:	004651325	Organisation identifier type:	ACN
Organisation name:	ONESTEEL MANUFACTURING PTY LIMITED (Verified)		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Other goods
Description:	All plant and equipment and associated spare parts leased or provided pursuant to a lease between the Secured Party and the Grantor including but not limited to Striker Crushing and Screening equipment and associated spare parts.
Proceeds:	Yes - All present and after acquired property
Inventory:	No
Purchase Money Security Interest:	No

Secured Party Details

Organisation identifier:	008 655 025	Organisation identifier type:	ACN
Organisation name:	ALLEASING PTY LIMITED (Verified)		

Address for Service

Contact name:	General Manager Credit & Settlements	
Email:	ppsr@alleasing.com.au	
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