

General Security Deed - Lion Series 2024-1 Trust

Dated 5 June 2024

Perpetual Corporate Trust Limited (ABN 99 000 341 533) in its capacity
as trustee of the Lion Series 2024-1 Trust ("**Trustee**")
P.T. Limited (ABN 67 004 454 666) in its capacity as trustee of the Lion
Series 2024-1 Security Trust ("**Security Trustee**")

King & Wood Mallesons

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General Security Deed - Lion Series 2024-1 Trust

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General Security Deed - Lion Series 2024-1 Trust Details

Parties		
Trustee	Name	Perpetual Corporate Trust Limited
	ABN	99 000 341 533
	Capacity	as trustee of the Lion Series 2024-1 Trust
	Address	Level 18 123 Pitt Street Sydney NSW 2000
	Email	SecuritisationOps@perpetual.com
	Attention	Manager, Transaction Management, Debt Market Services
Security Trustee	Name	P.T. Limited
	ABN	67 004 454 666
	Capacity	as trustee of the Lion Series 2024-1 Security Trust
	Address	Level 18 123 Pitt Street Sydney NSW 2000
	Email	SecuritisationOps@perpetual.com
	Attention	Manager, Transaction Management, Debt Market Services
Date	See Signing page	

General Security Deed - Lion Series 2024-1 Trust

General terms

1 Interpretation

1.1 Incorporated definitions

A term which has a defined meaning in the:

- (a) Master Definitions Schedule; or
- (b) Issue Supplement,

has the same meaning when used in this document unless it is expressly defined in this document, in which case the meaning in this document prevails.

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

1.2 Definitions

These meanings apply unless the contrary intention appears:

Attorney means each attorney appointed by the Trustee under clause 10 ("Power of attorney").

Collateral means all Trust Assets which the Trustee acquires or to which the Trustee becomes entitled on or after the date of this document.

Control Event means:

- (a) in respect of any Collateral that is, or would have been, a Revolving Asset:
 - (i) the Trustee breaches, or attempts to breach clause 3.1 ("Restricted dealings") in respect of the Collateral or takes any step which would result in it doing so; or
 - (ii) a person takes a step (including signing a notice or direction) which may result in Taxes, or an amount owing to an authority, ranking ahead of this security; or
 - (iii) distress is levied or a judgment, order or Encumbrance is enforced or a creditor takes any step to levy distress or enforce a judgment, order or Encumbrance, over the Collateral; or
 - (iv) the Security Trustee gives a notice to the Trustee that the Collateral is not a Revolving Asset. (However, the Security Trustee may only give a notice if directed to do so by an Extraordinary Resolution of Voting Secured Creditors resolving that such Voting Secured Creditors reasonably consider that it is necessary to do so to protect the Security Trustee's rights under this document or if an Event of Default is continuing); or

- (b) in respect of all Collateral that is or would have been a Revolving Asset:
 - (i) a voluntary administrator, liquidator or provisional liquidator is appointed in respect of the Trustee or the winding up of the Trustee begins; or
 - (ii) a Controller is appointed to any of the Trustee's property; or
 - (iii) something having a substantially similar effect to paragraph (i) or (ii) happens under any law.

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

Issue Supplement means the document entitled "Issue Supplement – Lion Series 2024-1 Trust" dated on or about the date of this document between the Trustee and others.

Master Definitions Schedule means the document entitled "Lion Series Master Definitions Schedule" dated 14 August 2020 between the Trustee and others.

Revolving Asset means any Collateral:

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

Secured Money means all money which:

at any time;

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

whether under law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation); and

whether or not of a type within the contemplation of the parties at the date of this document:

- (a) the Trustee is or may become actually or contingently liable to pay to any Secured Creditor (including money by way of principal, interest, distributions, fees, costs, indemnities, guarantees, charges, duties or expenses, or payment of liquidated or unliquidated damages as a result of any breach of or default under or in connection with a Transaction Document); or
- (b) any Secured Creditor has advanced or paid on the Trustee's behalf or at the Trustee's express or implied request; or

- (c) any Secured Creditor is liable to pay by reason of any act or omission on the Trustee's part, or that any Secured Creditor has paid or advanced in protecting or maintaining the Collateral or any security interest in this document following an act or omission on the Trustee's part; or
- (d) the Trustee would have been liable to pay any Secured Creditor but the amount remains unpaid by reason of the Trustee being Insolvent.

This definition applies:

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

Security Trustee Nominated Signatory means a person nominated by the Security Trustee as a signatory to the Collection Account.

1.3 Other interpretation provisions

- (a) Clauses 1.2 ("Interpretation") to 1.8 ("Limitation of liability – Security Trustee") (inclusive) of the Master Definitions Schedule and 6.1 ("Awareness of certain events") of the Security Trust Deed apply to this document;
- (b) A reference to "this security" means the security interests created by this document.

1.4 Designation

This document is the "General Security Deed" for the Trust.

1.5 Variations and replacements

The Trustee acknowledges that the Transaction Documents may be varied or replaced from time to time.

The Trustee confirms that the Secured Money includes any amount payable under any Transaction Document as varied or replaced. The Trustee confirms that this applies regardless of:

- (a) how the Transaction Document is varied or replaced; and
- (b) the reasons for the variation or replacement; and
- (c) whether the Secured Money decreases or increases or the Transaction Document is otherwise more onerous as a result of the variation or replacement.

2 Security

2.1 Trustee must pay the Secured Money

The Trustee agrees to pay the Secured Money in accordance with the terms of the Transaction Documents.

2.2 Security interest

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

2.3 Mandatory action

To the extent that any law requires that something must be done (such as obtaining consent) before the Trustee may validly grant a security interest in any of the Collateral, the security interest under clause 2.2 ("Security interest") only takes effect in relation to that Collateral when the thing required is done. Upon receiving a direction from the Manager to do that thing, the Trustee agrees to use reasonable endeavours to ensure that it is done.

2.4 Consideration

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

3 Dealings with Collateral

3.1 Restricted dealings

The Trustee must not do, or agree to do (and the Manager must not direct the Trustee to do or agree to do), any of the following unless the Security Trustee (at the direction of Extraordinary Resolution of Voting Secured Creditors) consents or it is permitted to do so by clause 3.2 ("Permitted dealings") or another provision in a Transaction Document:

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

3.2 Permitted dealings

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

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

3.3 Revolving Assets

If a Control Event occurs in respect of any Collateral then automatically:

- (a) that Collateral is not (and immediately ceases to be) a Revolving Asset; and
- (b) any floating charge over that Collateral immediately operates as a fixed charge; and
- (c) the Trustee may no longer deal with the Collateral under clause 3.2 ("Permitted dealings").

3.4 Conversion to Revolving Assets

If any Collateral is not, or ceases to be, a Revolving Asset, and becomes subject to a fixed charge or transfer under this clause, the Security Trustee may give the Trustee a notice stating that, from a date specified in the notice, the Collateral specified in the notice is a Revolving Asset, or becomes subject to a floating charge or is transferred back to the Trustee. This may occur any number of times.

3.5 Inventory

Any inventory which is not, or ceases to be, a Revolving Asset is specifically appropriated to this security. The Trustee may not remove such inventory without obtaining the specific and express authority of the Security Trustee to do so.

3.6 Where the law allows for creation of Encumbrance without consent

If a law entitles the Trustee to create another Encumbrance over the Collateral without the consent of the Security Trustee and that law cannot be excluded, this clause 3 ("Dealings with Collateral") does not operate to require the Trustee to obtain the Security Trustee's consent before creating that other Encumbrance. However:

- (a) if the Trustee intends to create another Encumbrance, it agrees to notify the Security Trustee at least seven days before it proposes to do so; and

- (b) if the Security Trustee requests an agreement under clause 4.1 ("Priority agreement") and the Trustee has not complied with that request by the time the Encumbrance is created, financial accommodation need not be made available under any Transaction Document.

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

4 Other Encumbrances

4.1 Priority agreement

If the Security Trustee asks, the Trustee agrees to obtain an agreement acceptable to the Security Trustee regulating priority between this security and any other Encumbrance over the Collateral.

4.2 Amount secured by other Encumbrance

The Trustee agrees to ensure that the amount secured under any other Encumbrance over the Collateral is not increased without the Security Trustee's consent.

4.3 Obligations under other Encumbrance

The Trustee agrees to comply with all obligations under any other Encumbrance over the Collateral.

4.4 Security Trustee may rely on third party certificates

The Security Trustee may rely on a certificate from any other person with an Encumbrance over the Collateral as to the amount that is owed to that other person.

5 Application of payments

5.1 Application of money

The Security Trustee must apply money it receives under this document towards paying the Secured Money in accordance with the order of priority specified in the Issue Supplement.

5.2 Suspense account

The Security Trustee may place in a suspense account any payment it receives from the Trustee for as long as it considers prudent and need not apply it towards satisfying the Secured Money and for so long as it remains in the account, need not apply it towards satisfying the Secured Money.

5.3 Remaining money

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

required to pay the Trustee interest on any money remaining after the Collateral is paid.

5.4 Credit from date of receipt

The Trustee is only credited with money from the date the Security Trustee or the person to whom it has directed payment actually receives it (including, where the Security Trustee has appointed a Receiver, the date the Receiver pays money to the Security Trustee or the person to whom it has directed payment).

6 Default

6.1 Trustee to ensure no Event of Default

The Trustee agrees to ensure that there is no Event of Default.

The Trustee is not liable in damages for breach of this clause 6.1 (including where the breach is also a breach of another clause) and such breach will not of itself constitute fraud, negligence or Wilful Default of the Trustee. However, if the Trustee breaches this clause 6.1, the Security Trustee may exercise its rights in relation to the Collateral under this document and at law. This does not limit the Trustee's other liabilities to the Security Trustee or any of the Security Trustee's other rights against the Trustee or in relation to the Collateral.

6.2 Security Trustee's powers on default

If an Event of Default is continuing subject to the Security Trust Deed, the Security Trustee may (or, if directed to do so by an Extraordinary Resolution of Voting Secured Creditors, the Security Trustee must) do one or more of the following in addition to anything else the law allows the Security Trustee to do as a secured party:

- (a) sue the Trustee for the Secured Money; and
- (b) appoint one or more Receivers to all or any part of the Collateral or its income; and
- (c) do anything that a Receiver could do under clause 7.4 ("Receiver's powers").

6.3 Order of enforcement

The Security Trustee may (at the direction of the Voting Secured Creditors) enforce this security before it enforces other rights or remedies:

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

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

7 Receivers

7.1 Terms of appointment of Receiver

In exercising its power to appoint a Receiver, the Security Trustee may:

- (a) appoint a Receiver to all or any part of the Collateral or its income;
- (b) set a Receiver's remuneration at any figure the Security Trustee determines appropriate; and
- (c) remove a Receiver and appoint a new or additional Receiver.

7.2 More than one Receiver

If the Security Trustee appoints more than one Receiver, the Security Trustee may specify whether they may act individually or jointly.

7.3 Receiver is Trustee's agent

Any Receiver appointed under this document is the Trustee's agent unless the Security Trustee notifies the Trustee that the Receiver is to act as the Security Trustee's agent. The Trustee is solely responsible for anything done, or not done, by a Receiver and for the Receiver's remuneration and Costs.

7.4 Receiver's powers

Unless the terms of appointment restrict a Receiver's powers, the Receiver may do one or more of the following with the Collateral to which it is appointed:

- (a) sell, transfer or otherwise dispose of the Collateral or any interest in it; and
- (b) lease or licence the Collateral or any interest in it, or deal with any existing lease or licence (including allowing a surrender or variation); and
- (c) take or give up possession of the Collateral as often as it chooses; and
- (d) sever, remove and sell fixtures attached to the Collateral; and
- (e) obtain registration of the Collateral in the Security Trustee's or its nominee's name; and
- (f) do anything else the law allows an owner or a Receiver of the Collateral to do.

8 Disposal of the Collateral is final

The Trustee agrees that if the Security Trustee or a Receiver sells, transfers or otherwise disposes of the Collateral:

- (a) the Trustee will not challenge the acquirer's right to acquire the Collateral (including on the ground that the Security Trustee or the Receiver was not entitled to dispose of the Collateral or that the Trustee did not receive notice of the intended disposal) and the Trustee will not seek to reclaim that property; and
- (b) the person who acquires the Collateral need not check whether the Security Trustee or the Receiver has the right to dispose of the Collateral or whether the Security Trustee or the Receiver exercises that right properly.

9 Collection Account

9.1 Opening of Collection Accounts

The Trustee agrees:

- (a) promptly after execution of this document and at the direction of the Manager, to open the Collection Account, if it has not already been opened; and
- (b) the signatories to the Collection Account are to comprise the Security Trustee Nominated Signatories, and the persons nominated by the Trustee (which may include the Trustee or its Authorised Officers).

Subject to clause 9.2 ("Operation of Collection Account") and clause 9.3 ("Notice to Deposittee after an Event of Default"), the Collection Account may be operated by two signatories nominated by the Trustee only, without any requirement for signature by a Security Trustee Nominated Signatory. The Security Trustee agrees that each Security Trustee Nominated Signatory will be removed when there is no longer any Secured Money.

9.2 Operation of Collection Account

The Trustee agrees that:

- (a) at any time the Trust Receivables are not Revolving Assets, the Collection Account may only be operated in the following manner:
 - (ii) prior to the occurrence of an Event of Default and enforcement of the security interest under this document, a signatory nominated by the Trustee together with a Security Trustee Nominated Signatory; or
 - (iii) after the occurrence of an Event of Default and enforcement of the security interest under this document, two Security Trustee Nominated Signatories only, without any requirement for signature by, or for, the Trustee; and
- (b) if an Event of Default occurs, the Security Trustee may notify the Trustee that the Trustee is prohibited from making any withdrawals from the Collection Account.

9.3 Notice to Deposittee after an Event of Default

If an Event of Default has occurred, the Security Trustee may give notice to the Deposittee that the Collection Account may be operated by the signature only of two Security Trustee Nominated Signatories without any requirement for a signature by, or for, the Trustee. If this notice is given, the Trustee agrees that the Deposittee:

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

The Trustee acknowledges that any direction given under this clause cannot be revoked or varied by the Trustee except with the consent of the Security Trustee.

9.4 Collection of book and other debts after an Event of Default

If an Event of Default has occurred or if the Purchased Receivables are not Revolving Assets, the Security Trustee may notify the Trustee that the Trustee is prohibited from collecting the Trustee's book and other debts which are Trust Assets and the Security Trustee intends to collect the Trustee's book and other debts which are Trust Assets.

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

- (a) the Security Trustee collecting the book and other debts which are Trust Assets and notifying debtors of the Security Trustee's interest in the book and other debts which are Trust Assets; and
- (b) the Security Trustee preparing and dispatching invoices in connection with the book and other debts which are Trust Assets, whether or not an invoice has been prepared previously or dispatched in respect of a book or other debt which is a Trust Asset; and
- (c) use its best endeavours to assist the Security Trustee to collect the book and other debts which are Trust Assets.

10 Power of attorney

10.1 Appointment

The Trustee irrevocably appoints the Security Trustee, each Authorised Officer of the Security Trustee, and each Receiver individually as the Trustee's attorney and agrees to ratify anything an Attorney does under clause 10.2 ("Powers").

10.2 Powers

If an Event of Default is continuing, or the Security Trustee reasonably believes that such an Event of Default is continuing, an Attorney may:

- (a) do anything which the Trustee can lawfully authorise an attorney to do in connection with this document or the Collateral, or which the Attorney believes is expedient to give effect to any of the Security Trustee's or a Receiver's rights (these things may be done in the Trustee's name or the Attorney's name, and they include signing and delivering documents, transferring, selling or leasing the Collateral, transferring, selling or surrendering any lease, lodging or withdrawing caveats and starting, conducting and defending legal proceedings and sending any instructions, messages or communications by which the Collateral can be transferred or otherwise dealt with); and
- (b) delegate their powers (including this power) and revoke a delegation; and
- (c) exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.

11 Reinstatement of rights

Under law relating to Insolvency, a person may claim that a transaction (including a payment) in connection with the Secured Money is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) the Security Trustee is immediately entitled as against the Trustee to the rights in respect of the Secured Money to which it was entitled immediately before the transaction as if the claim, or the transaction or payment giving rise to it, had not been made; and
- (b) on request from the Security Trustee, the Trustee agrees to do anything (including signing any document) to restore to the Security Trustee any Encumbrance (including this document) it held from the Trustee immediately before the transaction as if the claim, or the transaction or payment giving rise to it, had not been made.

The Trustee's obligations under this clause are continuing obligations, independent of the Trustee's other obligations under this document and continue after this document ends provided that the Trust has not ended pursuant to clause 2.3 ("Duration of Trust") of the Master Trust Deed.

12 Statutory powers and notices

12.1 Exclusion of PPSA provisions

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (ii) the Security Trustee need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
 - (iii) sections 142 and 143 of the PPSA are excluded;
- (b) for the purposes of section 115(7) of the PPSA, the Security Trustee need not comply with sections 132 and 137(3) of the PPSA;
- (c) if the PPSA is amended after the date of this document to permit the Trustee and the Security Trustee to agree to not comply with or to exclude other provisions of the PPSA, the Security Trustee may notify the Trustee that any of these provisions is excluded, or that the Security Trustee need not comply with any of these provisions as notified to the Trustee by the Security Trustee; and
- (d) the Trustee agrees not to exercise its rights to make any request of the Security Trustee under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

12.2 Exercise of rights by Security Trustee

If the Security Trustee exercises a right, power or remedy in connection with this document, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Security Trustee states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.

12.3 No notice required unless mandatory

To the extent the law permits, the Trustee waives:

- (a) its rights to receive any notice that is required by:

- (ii) any provision of the PPSA (including a notice of a verification statement); or
 - (iii) any other law before a secured party or Receiver exercises a right, power or remedy; and
- (b) any time period that must otherwise lapse under any law before a secured party or Receiver exercises a right, power or remedy.

If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

However, nothing in this clause prohibits the Security Trustee or any Receiver from giving a notice under the PPSA or any other law.

13 General

13.1 Counterparts

This document may consist of a number of copies, each signed by one or more parties to the document. If so, the signed copies are treated as making up the one document.

13.2 Governing law and jurisdiction

The law in force in New South Wales governs this document and, to the extent permitted by law, all matters in connection with this document including any non-contractual matters. The parties submit to the non-exclusive jurisdiction of the courts of that place. To the extent permitted by law, the law of the Commonwealth as it applies in that jurisdiction governs this security.

13.3 Serving documents

Without preventing any other method of service, any document in a court action in connection with this document may be served on a party by being delivered to or left at that party's address for service of notices in accordance with clause 22 ("Notices and other communications") of the Security Trust Deed.

EXECUTED as a deed

General Security Deed - Lion Series 2024-1 Trust

Signing page

DATED: 5 June 2024

SIGNED, SEALED AND DELIVERED
by

as attorney for **PERPETUAL
CORPORATE TRUST LIMITED** in its
capacity as trustee of the **Lion
Series 2024-1 Trust** under power of
attorney dated 21 June 2017:



Diego Thompson Holmberg
Senior Transaction Manager

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

SIGNED, SEALED AND DELIVERED
by

as attorney for **P.T. LIMITED** in its
capacity as trustee of the **Lion
Series 2024-1 Security Trust** under
power of attorney dated 21 June 2017:



Diego Thompson Holmberg
Senior Transaction Manager

.....
By executing this document the
attorney states that the attorney has
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