

Lion Series Master Security Trust Deed

Dated 14 August 2020

Perpetual Corporate Trust Limited (ABN 99 000 341 533) (“**Trustee**”)
P.T. Limited (ABN 67 004 454 666) (“**Security Trustee**”)
HSBC Bank Australia Limited (ABN 48 006 434 162) (“**Manager**”)

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Lion Series Master Security Trust Deed

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Details

Parties

Trustee	Name	Perpetual Corporate Trust Limited
	ABN	99 000 341 533
	Capacity	as trustee of each Trust
	Address	Level 18 123 Pitt Street Sydney NSW 2000
	Email	SecuritisationOps@perpetual.com.au
	Attention	Manager, Transaction Management, Debt Market Services

Security Trustee	Name	P.T. Limited
	ABN	67 004 454 666
	Capacity	as trustee of each Security Trust
	Address	Level 18 123 Pitt Street Sydney NSW 2000
	Email	SecuritisationOps@perpetual.com.au
	Attention	Manager, Transaction Management, Debt Market Services

Manager	Name	HSBC Bank Australia Limited
	ABN	48 006 434 162
	Address	Level 36 100 Barangaroo Avenue Sydney NSW 2000
	Email	hsbclionstrustmanager@hsbc.com.au
	Attention	Trust Manager

Date of document	See Signing page
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Governing law	New South Wales
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Lion Series Master Security Trust Deed

General terms

1 Interpretation

1.1 Terms defined in Master Definitions Schedule

A term which has a defined meaning in the Master Definitions Schedule 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.

1.2 Definitions

In this document:

Master Definitions Schedule means the document entitled “Lion Series Master Definitions Schedule” dated on or about the date of this document between the Trustee and others.

1.3 Other interpretation provisions

Clauses 1.2 (“Interpretation”) to 1.7 (“Limitation of liability - Trustee”) (inclusive) of the Master Definitions Schedule apply to this document.

2 Declaration of Security Trust

2.1 Declaration of Security Trust

The Security Trustee declares that, on signing of a Notice of Creation of Security Trust for a Security Trust, it holds the sum of \$10, and will hold the Security Trust Fund of that Security Trust, on trust at any time for itself and the persons who are Secured Creditors at that time of the Trust to which the Security Trust relates.

2.2 Name of Security Trust

Each Security Trust established under this document is to be known by the name stated in the Notice of Creation of Security Trust for that Security Trust.

2.3 Duration of Security Trust

Each Security Trust begins on the date on which the Notice of Creation of Security Trust for that Security Trust is signed and ends on the earlier of:

- (a) the day before the eightieth anniversary of the date it begins; and
- (b) the date on which the Security Trustee notifies the Trustee that it is satisfied that the Secured Money of the Trust to which the Security Trust relates has been unconditionally and irrevocably repaid in full.

3 General powers, rights and responsibilities

3.1 Appointment

The Security Trustee agrees to act as security trustee of a Security Trust in connection with the Transaction Documents of the Trust to which that Security Trust relates and to exercise its rights and comply with its obligations under those Transaction Documents.

3.2 Extent of obligations

The Security Trustee has no obligations except those expressly set out in the Transaction Documents to which it is a party.

3.3 Binding nature of relationship

Each Secured Creditor of a Trust is bound by anything properly done or not done by the Security Trustee in accordance with the Transaction Documents of that Trust, whether or not on instructions, and whether or not the Secured Creditor gave an instruction or approved of the thing done or not done.

3.4 Excluded roles and duties

The appointment as security trustee does not mean that the Security Trustee:

- (a) is a trustee for the benefit of; or
- (b) is a partner of; or
- (c) has a fiduciary duty to, or other fiduciary relationship with,

any Secured Creditor, the Trustee or any other person, except as expressly provided in any Transaction Document to which it is a party.

3.5 Exercise of rights and compliance with obligations

The Security Trustee has all the powers of a natural person or corporation in connection with the exercise of its rights and compliance with its obligations under the Transaction Documents.

Subject to clause 4 (“Security Trustee’s duties to Secured Creditors”) and clause 5 (“How and when the Security Trustee acts”), the Security Trustee may exercise its rights and comply with its obligations under the Transaction Documents in any manner it thinks fit.

4 Security Trustee’s duties to Secured Creditors

The Security Trustee agrees to exercise its rights and comply with its obligations under the Transaction Documents of a Trust reasonably, in each case having regard to:

- (a) the interests of the Secured Creditors of that Trust as a whole; and
- (b) its fiduciary obligations as trustee of the Security Trust in respect of that Trust.

If at any time there is a conflict between a duty the Security Trustee owes to a Secured Creditor, or class of Secured Creditor, of a Trust and a duty the Security Trustee owes to another Secured Creditor, or class of Secured Creditor, of the same Trust, the Security Trustee must, unless expressly provided otherwise in the Transaction Documents for the relevant Trust, give priority to the duties according to the order in which moneys are to be distributed to the relevant Secured Creditors, or classes of Secured Creditor, under clause 14 (“Distribution of payments”) at that time.

However, if the Issue Supplement for a Trust specifies that there are Voting Secured Creditors for that Trust, then, if at any time there is a conflict between a duty the Security Trustee owes to a Secured Creditor, or class of Secured Creditor, of the Trust and a duty the Security Trustee owes to the Voting Secured Creditors of the same Trust, the Security Trustee must give priority to the duties owing to the Voting Secured Creditors.

5 How and when the Security Trustee acts

5.1 After instructions from the Secured Creditors

Except as expressly provided in the Transaction Documents:

- (a) the Security Trustee need not exercise any of its rights under the Transaction Documents of a Trust without the specific instructions of the Secured Creditors of that Trust; and
- (b) the Secured Creditors of a Trust may not instruct the Security Trustee:
 - (i) how to exercise any of its rights or comply with any of its obligations under the Transaction Documents of that Trust or any other Trust; or
 - (ii) to do anything which is illegal or contrary to the terms of the Transaction Documents of that Trust or any other Trust.

If the Security Trustee receives instructions from the Secured Creditors of a Trust, it agrees to follow them but only to the extent that they are in accordance with the Transaction Documents of that Trust and are not contrary to paragraph (b) above.

5.2 Matters requiring an Extraordinary Resolution

The following matters require an Extraordinary Resolution of Secured Creditors of a Trust:

- (a) a variation of a Transaction Document of that Trust, or a right created under such a Transaction Document, other than:
 - (i) a variation which the Security Trustee may agree to without the approval of the Secured Creditors of that Trust in accordance with clause 20.1 ("Security Trustee may agree to certain variations") or clause 20.3 ("Variation by Issue Supplement"); or
 - (ii) a variation of this document or the Master Trust Deed in accordance with clause 20.3 ("Variation by Issue Supplement"); or
 - (iii) a variation which requires a Special Quorum Resolution under clause 5.3 ("Matters requiring a Special Quorum Resolution");
- (b) the waiver of any breach or other non-compliance (or the authorisation of any proposed breach or non-compliance) with obligations by the Trustee in connection with any Transaction Document of that Trust, other than:
 - (i) a waiver which the Security Trustee may give without the consent of the Secured Creditors under clause 20.4 ("Security Trustee may give certain waivers and make certain determinations"); or
 - (ii) a waiver which requires a Special Quorum Resolution under clause 5.3 ("Matters requiring a Special Quorum Resolution");
- (c) the taking of any action under clause 13.1 ("Security Trustee may take action") other than any action which the Security Trustee may take without instructions from the Secured Creditors under that clause;
- (d) the waiver of an Event of Default which has occurred;

- (e) the determination that any Event of Default in respect of that Trust has been remedied, other than a determination which the Security Trustee may make without the consent of the Secured Creditors under clause 20.4 (“Security Trustee may give certain waivers and make certain determinations”);
- (f) the authorisation of any person to do anything necessary to give effect to an Extraordinary Resolution of Secured Creditors of that Trust;
- (g) the appointment of any committee (which need not consist of Secured Creditors) to represent the interests of the Secured Creditors of that Trust and the conferral on that committee of any rights in relation to matters that require an Extraordinary Resolution;
- (h) the giving of any consent under clause 21.1 (“No dealing by Trustee”) in relation to a Transaction Document of that Trust; and
- (i) the exercise of any right under a Transaction Document of that Trust or any other matter relating to that Trust that expressly requires an Extraordinary Resolution.

5.3 Matters requiring a Special Quorum Resolution

- (a) The following matters require a Special Quorum Resolution of Secured Creditors of a Trust:
 - (i) the compromise of the rights of any Noteholders of that Trust against the Trustee, whether those rights arise under the Transaction Documents of that Trust or otherwise;
 - (ii) the exchange or substitution of any Notes of that Trust for, or the conversion of those Notes into, other debt or equity securities or other obligations, other than an exchange, substitution or conversion which is expressly provided for in the Transaction Documents of that Trust;
 - (iii) a variation of the date on which any payment is due on any Notes of that Trust, other than a variation which is expressly provided for in the Transaction Documents of that Trust;
 - (iv) a variation of the amount of any payment in respect of the Notes of that Trust or a variation to the method of calculating such an amount, in each case, other than a variation which is expressly provided for in the Transaction Documents of that Trust;
 - (v) a variation of the due currency of any payment in respect of the Notes of that Trust;
 - (vi) the authorisation of any person to do anything necessary to give effect to a Special Quorum Resolution of Secured Creditors of that Trust;
 - (vii) the conferral on any committee appointed to represent the interests of the Secured Creditors of that Trust of any rights in relation to matters that require a Special Quorum Resolution;
 - (viii) a variation of the definition of Extraordinary Resolution or Special Quorum Resolution for that Trust only;
 - (ix) a variation of the quorum required to pass any resolution at any meeting of Secured Creditors of that Trust;

- (x) a variation of clauses 5.2 (“Matters requiring an Extraordinary Resolution”) to 5.4 (“Overriding instructions”) for that Trust only; and
 - (xi) the exercise of any right under a Transaction Document of that Trust or any other matter relating to that Trust that expressly requires a Special Quorum Resolution.
- (b) A Special Quorum Resolution of Secured Creditors of a Trust which, in accordance with its terms:
- (i) only affects a particular class of Secured Creditors of that Trust; or
 - (ii) affects a particular class of Secured Creditors of that Trust in a manner different to the rights of all the Secured Creditors of that Trust generally,
- will only be taken to be passed if it is also passed by a Special Quorum Resolution of that class of Secured Creditors of that Trust.
- (c) For the purposes of any meeting of a class of Secured Creditors of a Trust for the passing of a Special Quorum Resolution by that class of Secured Creditors, the Meeting Provisions will be interpreted as if the only Secured Creditors of the Trust was that class of Secured Creditors.

5.4 Overriding instructions

In relation to all matters affecting a Trust other than those under clause 5.2 (“Matters requiring an Extraordinary Resolution”) and clause 5.3 (“Matters requiring a Special Quorum Resolution”), the Secured Creditors of that Trust may instruct the Security Trustee by Ordinary Resolution.

5.5 Security Trustee’s rights in connection with resolutions

Subject to clause 4 (“Security Trustee’s duties to Secured Creditors”) and this clause 5 (“How and when the Security Trustee acts”), the Security Trustee may do anything it considers necessary or desirable in connection with any Ordinary Resolution, Extraordinary Resolution or Special Quorum Resolution (including signing and delivering documents).

5.6 Meetings Provisions

The Trustee and the Security Trustee agree to call and hold meetings of Secured Creditors of a Trust in accordance with the Meetings Provisions.

5.7 Voting Secured Creditors

- (a) If the Issue Supplement for a Trust specifies that there are Voting Secured Creditors for that Trust, then, subject to clause 5.7(b), for the purposes of that Trust:
- (i) the Voting Secured Creditors will be the only Secured Creditors entitled to:
 - (A) vote in respect of an Extraordinary Resolution (excluding any Extraordinary Resolution which is also a Special Quorum Resolution) or Ordinary Resolution of the Trust; or
 - (B) otherwise direct or give instructions or approvals to the Security Trustee in accordance with the Transaction Documents in respect of the Trust; and

- (ii) in connection with any meeting for the passing of an Extraordinary Resolution (excluding any Extraordinary Resolution which is also a Special Quorum Resolution) or Ordinary Resolution of the Trust:
 - (A) each reference to the “Secured Creditors” in:
 - (aa) the Meetings Provisions; and
 - (ab) the definition of “Extraordinary Resolution”, “Notification Date”, “Ordinary Resolution”, “Proxy” and “Proxy Form” in the Master Definitions Schedule,

will be taken to be a reference to the “Voting Secured Creditors”; and
 - (B) each reference to the “Secured Money” in the Meeting Provisions will be taken to be a reference to the Secured Moneys owing to the Voting Secured Creditors;
 - (iii) in accordance with paragraph 10.1 of the Meeting Provisions, any Extraordinary Resolution or Ordinary Resolution of the Voting Secured Creditors is binding on all Secured Creditors.
- (b) Nothing in clause 5.7(a):
- (i) affects the rights of the Secured Creditors to vote in respect of the passing of a Special Quorum Resolution; or
 - (ii) restricts the Secured Creditors of a class from voting or being entitled to vote in respect of an Extraordinary Resolution or Ordinary Resolution of that class of Secured Creditors (or to pass such an Extraordinary Resolution or Ordinary Resolution by way of a Circulating Resolution) in circumstances where the Transaction Documents for that Trust expressly provide for an Extraordinary Resolution or Ordinary Resolution to be passed by a class of Secured Creditors only (but not all Secured Creditors). In this case, the provisions of clause 5.7(a)(ii)(A) will apply in respect of that Extraordinary Resolution or Ordinary Resolution but as though all references to “Secured Creditors” in the clauses referred to in clause 5.7(a)(ii)(A) are to the Secured Creditors of the relevant class only.

6 Security Trustee’s relationship with Secured Creditors

6.1 Awareness of certain events

- (a) Each party to this document (other than the Trustee and the Security Trustee) is taken not to be aware of an Event of Default or Potential Event of Default in respect of a Trust until an officer or employee of that party (or a Related Entity of that party) having day to day responsibility for the administration or management of the transactions contemplated by the Transaction Documents of that Trust has actual knowledge that the events or circumstances constituting the Event of Default or Potential Event of Default have occurred.
- (b) Each party (other than the Trustee and the Security Trustee) is taken not to be aware of any other thing relating to a Trust until an officer or employee of that party (or a Related Entity of that party) having day to

day responsibility for the administration or management of the transactions contemplated by the Transaction Documents of that Trust has actual knowledge of sufficient facts to ascertain that thing.

- (c) The Trustee and the Security Trustee will only be considered to have knowledge or notice of or awareness of any matter or thing if:
- (i) subject to paragraph (ii), the Trustee or the Security Trustee (as the case may be) has knowledge, notice or awareness of that matter or thing by virtue of the actual knowledge, notice or awareness of the officers or employees of the Trustee or the Security Trustee (as the case may be) who have day to day responsibility for the administration of the Trustee's or the Security Trustee's (as the case may be) obligations under this document or any other Transaction Document of a Trust or for any Trust constituted under this document; and
 - (ii) in the case of an Event of Default or a Potential Event of Default, such officer or employee referred to in paragraph (i) has actual knowledge that the event or circumstance constituting the Event of Default or Potential Event of Default or has been notified of its occurrence by another party in accordance with a Transaction Document.

6.2 Assuming compliance

Until it becomes aware in accordance with clause 6.1 ("Awareness of certain events") that an Event of Default or Potential Event of Default in respect of a Trust has occurred, the Security Trustee may assume that no Event of Default or Potential Event of Default in respect of that Trust has occurred and that the Trustee is complying with all its obligations in connection with the Transaction Documents of that Trust and need not inquire whether that is, in fact, the case.

6.3 Limit on disclosure obligations

Despite any other provision in the Transaction Documents, the Security Trustee is not obliged to disclose information or provide documents relating to the Trustee or any other person if the Security Trustee reasonably believes that to do so would constitute a breach of its obligations under a Transaction Document or a breach of law or duty of confidentiality.

6.4 No further obligations

The Security Trustee has no obligations, other than those in clause 13 ("Consequences of an Event of Default"), either initially or on a continuing basis:

- (a) to keep itself informed, or to inform a Secured Creditor of a Trust, about the performance by the Trustee or any other person of its obligations under the Transaction Documents of that Trust or any other Trust; or
- (b) to provide a Secured Creditor of a Trust with any information or documents with respect to the Trustee or any other person (whether coming into its possession before or after financial accommodation is provided under the Transaction Documents of that Trust).

6.5 Individual responsibility of Secured Creditors

Each Secured Creditor of a Trust is taken to acknowledge for the benefit of the Security Trustee and its Related Entities that the Secured Creditor has:

- (a) entered into the transactions contemplated by the Transaction Documents of that Trust; and

- (b) made, and will continue to make, its own independent investigation of the financial condition and affairs of the Trustee based on documents and information which it considers appropriate; and
- (c) made its own appraisal of the creditworthiness of the Trustee; and
- (d) made its own assessment and approval of the margin, fees and other return to be obtained under the Transaction Documents of that Trust,

without relying on the Security Trustee (in whatever capacity) on any representation made by it.

6.6 Dealing in different capacities

The Security Trustee and any of its Related Entities may:

- (a) engage in any kind of banking, trust or other business with the Trustee or the Secured Creditors or any of their Related Entities; and
- (b) accept fees and other consideration from the Trustee or the Secured Creditors or any of their Related Entities for services in connection with the Transaction Documents or any other arrangement,

as if the Security Trustee were not the Security Trustee and without having to account to the Secured Creditors for any income they derive in doing so.

The Security Trustee and its Related Entities are released from any obligation they might otherwise have to the Secured Creditors in relation to these matters.

6.7 Separate entities

In acting as security trustee for the Secured Creditors in respect of a Trust and in each other capacity in which it may act under the Transaction Documents, the relevant division or department of the Security Trustee is to be regarded as a separate entity from any other of its divisions or departments.

If information is received by another division or department of the Security Trustee, it may be treated as confidential to that division or department and the Security Trustee is not taken to have notice of it.

7 Delegation and reliance on advice

7.1 Power to delegate

- (a) Subject to paragraphs (b) and (c), the Security Trustee may employ agents and attorneys and may delegate any of its rights or obligations in its capacity as security trustee without notifying any person of the delegation.
- (b) The Security Trustee is not responsible or liable to any Secured Creditor for any act or omission of any delegate appointed by the Security Trustee if:
 - (i) the Security Trustee appoints the delegate in good faith and using reasonable care, and the delegate is not an officer or employee of the Security Trustee, and the delegation is permitted under paragraph (c) below; or
 - (ii) the Security Trustee is obliged to appoint the delegate pursuant to an express provision of a Transaction Document or pursuant to an instruction given to the Security Trustee in accordance with a Transaction Document; or

- (iii) the delegate is a clearing system; or
 - (iv) the Manager consents to the delegation in accordance with paragraph (c).
- (c) The Security Trustee agrees that it will not in respect of a Trust:
- (i) delegate a material part of its rights or obligations under this document; or
 - (ii) appoint any Related Entity of it as its delegate,
- unless it has received the prior written consent of the Manager of that Trust. In the case of a Rated Trust, the Manager agrees to notify each Designated Rating Agency of that Trust if it provides its consent to a delegation of the type referred to in paragraph (c)(i).

7.2 Security Trustee may rely on communications and opinions

In relation to any Transaction Document of a Trust, the Security Trustee may rely:

- (a) on any communication, signature or document it believes to be genuine and correct and to have been signed or sent by the appropriate person;
- (b) as to legal, accounting, taxation or other professional matters, on opinions and statements of any legal, accounting, taxation or professional advisers used by it or any other party to that Transaction Document;
- (c) on the accuracy of the Note Register and Unit Register;
- (d) on the contents of any statements, representations or warranties made or given by any party other than itself under the Transaction Documents;
- (e) on any directions from the Manager of the relevant Trust provided in accordance with the Transaction Documents;
- (f) on any directions from Secured Creditors or any class of Secured Creditors or from any other person permitted to give such instructions or directions under the Transaction Documents; and
- (g) on any calculation or determination (including as to the amount owing to any person) set out in any certificate signed by an Authorised Officer of the Manager of that Trust.

7.3 Dispute or ambiguity

If there is any dispute or ambiguity in relation to any matter connected with the Transaction Documents, the Security Trustee may (but need not) do one or both of the following:

- (a) obtain and rely on advice from any person referred to in clause 7.2(b) (“Security Trustee may rely on communications and opinions”); or
- (b) apply to a court for any direction or order the Security Trustee considers appropriate; or
- (c) call a meeting of the Secured Creditors or of a class of Secured Creditors (as the case may be) to seek instructions.

As long as the Security Trustee is using reasonable endeavours to resolve any dispute or ambiguity, the Security Trustee may (but need not) refuse to do anything in relation to matters affected by the dispute or ambiguity.

8 Security Trustee indemnity and limitation of liability

8.1 Security Trustee Limitation of Liability

- (a) The Security Trustee enters into this document and each Transaction Document of a Trust only in its capacity as trustee of the Security Trust in relation to that Trust and in no other capacity.
- (b) Notwithstanding any other provision of this document or any other Transaction Document relating to a Trust, the Security Trustee will have no liability under or in connection with this document or any other Transaction Document relating to a Trust (whether to the Secured Creditors of that Trust, the Trustee, the Manager of that Trust or any other person) in relation to that Trust other than to the extent to which the liability is able to be satisfied out of the Security Trust Fund in relation to that Trust from which the Security Trustee is actually indemnified for the liability. Subject to paragraph (c) below, this limitation of the Security Trustee's liability applies despite any other provision of this document or any other Transaction Document of a Trust and extends to all liabilities and obligations of the Security Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this document or any Transaction Document of a Trust.
- (c) This limitation will not apply to a liability of the Security Trustee to the extent that it is not satisfied because, under this document or any other Transaction Document of that Trust or by operation of law, there is a reduction in the extent of the Security Trustee's indemnification as a result of the Security Trustee's fraud, negligence or Wilful Default.
- (d) Nothing in this clause 8 ("Security Trustee indemnity and limitation of liability") or any similar provision in any other Transaction Document in relation to a Trust limits or adversely affects the powers of the Security Trustee, any receiver or attorney in respect of the General Security Deed, or the Security Trust Fund, in relation to a Trust.
- (e) The parties to this document and each Transaction Document of a Trust, other than the Security Trustee, may not sue the Security Trustee in any capacity other than as security trustee of a Trust, including seeking the appointment of a receiver, a liquidator, an administrator or any similar person to the Security Trustee or prove in any liquidation, administration or arrangements of or affecting the Security Trustee (except in relation to the Security Trust Fund of the relevant Security Trust).
- (f) No attorney, agent, receiver or receiver and manager appointed in accordance with this document or any other Transaction Document of a Trust has authority to act on behalf of the Security Trustee in a way which exposes the Security Trustee to any personal liability and no act or omission of any such person will be considered fraud, negligence or Wilful Default of the Security Trustee for the purposes of this document.
- (g) Notwithstanding any other provision of this document or any Transaction Document of a Trust, under no circumstances will the Security Trustee be liable to any other person for any incidental loss, consequential loss, indirect loss, special loss or exemplary damages of any kind, including but not limited to economic loss, loss of profits, loss of revenue and loss of opportunity.

8.2 Liability must be limited and must be indemnified

The Security Trustee is not obliged to do or not do any thing in connection with the Transaction Documents (including enter into any transaction or incur any liability) unless:

- (a) the Security Trustee's liability is limited in a manner which is consistent with clause 8.1 ("Security Trustee Limitation of Liability"); and
- (b) it is indemnified against any liability or loss arising from, and any Costs properly incurred in connection with, doing or not doing that thing in a manner which is consistent with clause 16.2 ("Indemnity").

For the avoidance of doubt, the Security Trustee is not obliged to use its own funds in performing obligations under any Transaction Document (including this document).

8.3 Exoneration

Neither the Security Trustee nor any of its directors, officers, employees, agents or attorneys will be taken to be fraudulent, negligent or in Wilful Default for the purpose of clause 8.1 ("Security Trustee Limitation of Liability") because:

- (a) any person other than the Security Trustee does not comply with its obligations under the Transaction Documents; or
- (b) of the financial condition of any person other than the Security Trustee; or
- (c) any statement, representation or warranty of any person other than the Security Trustee in a Transaction Document is incorrect or misleading; or
- (d) of any omission from or statement or information contained in any information memorandum or any advertisement, circular or other document issued in connection with any Notes; or
- (e) of the lack of effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of the Transaction Documents or any document signed or delivered in connection with the Transaction Documents; or
- (f) of acting, or not acting, in accordance with instructions of Secured Creditors or any other person permitted to give instructions or directions to the Security Trustee under the Transaction Documents (or instructions or directions that the Security Trustee believes to be genuine and to have been given by an appropriate officer of any such person); or
- (g) of acting, or not acting, in good faith in reliance on:
 - (i) any communication or document that the Security Trustee believes to be genuine and correct and to have been signed or sent by the appropriate person; or
 - (ii) any opinion or advice of any professional advisers used by it in relation to any legal, accounting, taxation or other matters; or
- (h) of any error in the Unit Register or the Note Register; or
- (i) of giving priority to a Secured Creditor or class of Secured Creditors in accordance with clause 4 ("Security Trustee's duties to Secured Creditors"); or

- (j) it is prevented or hindered from doing something by law, regulation or order or because it would be a breach of its fiduciary obligations; or
- (k) of the exercise or non-exercise of a discretion on the part of any other party to the Transaction Documents; or
- (l) of a failure by the Security Trustee to check any calculation, information, document, form or list supplied or purported to be supplied to it by any other person under this document or under any Transaction Document; or
- (m) of any act or omission required by law or by any court of competent jurisdiction.

8.4 Security Trustee Indemnity

Without limiting clause 16.2 (“Indemnity”) and without prejudice to any right of indemnity by any applicable law given to trustees, the Security Trustee is indemnified out of the Security Trust Fund of a Security Trust against any liability or loss arising from, and any Costs properly incurred in connection with, complying with its obligations or exercising its rights under the Transaction Documents of the Trust to which that Security Trust relates and against all actions, proceedings, costs, fees claims and demands in respect of any matter or thing done or omitted in any way relating to this document or any Transaction Document of the Trust.

To the extent permitted by law, this indemnity applies despite any reduction in value of, or other loss in connection with, the Security Trust Fund as a result of any unrelated act or omission by the Security Trustee or any person acting on its behalf.

This indemnity does not extend to any liabilities, losses or Costs to the extent that they are due to the Security Trustee’s fraud, negligence or Wilful Default.

The indemnity contained in this clause applies despite any provision of this document and any other Transaction Document and survives:

- (a) the winding up or termination of the Security Trust under this document; and
- (b) the retirement or removal of the Security Trustee as security trustee.

8.5 Legal Costs

The Costs referred to in clause 8.4 (“Security Trustee Indemnity”) include all legal Costs in accordance with any written agreement as to legal costs or, if no agreement, on whichever is the higher of a full indemnity basis or solicitor and own client basis.

These legal Costs include any legal costs which the Security Trustee incurs in connection with proceedings brought against it alleging fraud, negligence or Wilful Default on its part in relation to the relevant Security Trust. However, the Security Trustee must repay any amount paid to it in respect of those legal Costs under clause 8.4 (“Security Trustee Indemnity”) if and to the extent that a court determines that the Security Trustee was fraudulent, negligent or in Wilful Default in relation to the Security Trust or the Security Trustee admits it.

9 Fees

The Trustee agrees to pay fees to the Security Trustee in respect of each Security Trust on terms agreed between the Trustee, the Manager and the Security Trustee. Any increase to the Security Trustee’s fee in respect of a

Rated Trust must not be agreed unless a Rating Notification is provided in respect of that increase.

10 Change of Security Trustee

10.1 Removal by Secured Creditors

The Secured Creditors of a Trust may remove the Security Trustee as security trustee of the Security Trust in respect of that Trust by Extraordinary Resolution.

10.2 Removal by Trustee or Manager

The Trustee or the Manager may remove the Security Trustee as security trustee of a Security Trust by giving the Security Trustee 90 days' notice. However, the Trustee and the Manager may only give notice if at the time it gives the notice:

- (a) no Event of Default is continuing in respect of the Trust to which the Security Trust relates; and
- (b) if the Trust to which the Security Trust relates is a Rated Trust, the Designated Rating Agency in respect of that Trust has been notified of the proposed removal of the Security Trustee.

10.3 Mandatory retirement

The Security Trustee must retire as security trustee of each Security Trust if:

- (a) the Security Trustee becomes Insolvent; or
- (b) required by law; or
- (c) the Security Trustee ceases to carry on business as a professional trustee.

10.4 Voluntary retirement

The Security Trustee may retire as security trustee of one or more Security Trusts by giving the Trustee and the Manager at least 90 days' notice of its intention to do so.

10.5 When retirement or removal takes effect

Subject to clause 10.6 ("Appointment of successor security trustee"), the retirement or removal of the Security Trustee as security trustee of a Security Trust takes effect when:

- (a) a successor security trustee is appointed for that Security Trust; and
- (b) the successor security trustee obtains title to, or obtains the benefit of, this document and each other Transaction Document of the Trust to which the Security Trust relates and to which the Security Trustee is a party in its capacity as security trustee; and
- (c) the successor security trustee and each other party to the Transaction Document of the Trust to which the Security Trust relates and to which the Security Trustee is a party in its capacity as security trustee have the same rights and obligations among themselves as they would have had if the successor security trustee had been party to them at the dates of those documents.

10.6 Appointment of successor security trustee

If the Security Trustee retires or is removed as security trustee of a Security Trust, the Manager of the Trust to which the Security Trust relates agrees to use its best endeavours to ensure that a successor security trustee is appointed for that Security Trust as soon as possible. If no successor security trustee is appointed within 90 days after notice of retirement or removal is given, the Security Trustee may appoint a successor security trustee or apply to the court for a successor security trustee to be appointed.

10.7 Notification to Designated Rating Agency

For any Rated Trust, the Manager of that Trust agrees to notify each Designated Rating Agency of that Trust if:

- (a) the Security Trustee retires as security trustee of the Security Trust in respect of that Trust or is removed by the Secured Creditors of that Trust in accordance with clause 10.1 (“Removal by Secured Creditors”); or
- (b) it is proposed that the Security Trustee be removed as security trustee of the Security Trust in respect of that Trust by the Trustee or the Manager in accordance with clause 10.2 (“Removal by Trustee or Manager”) or that a successor security trustee be appointed.

10.8 Costs of retirement or removal

If the Security Trustee is removed under clause 10.1 (“Removal by Secured Creditors”) or clause 10.2 (“Removal by Trustee or Manager”) or retires under clause 10.3(b) (“Mandatory retirement”) or clause 10.4 (“Voluntary retirement”), everything it is required to do under this clause 10 (“Change of Security Trustee”) is an expense of the relevant Trust.

However, if the Security Trustee retires under clause 10.3(a) or clause 10.3(c) (“Mandatory retirement”), it must bear its own costs in respect of everything it is required to do under this clause 10 (“Change of Security Trustee”).

10.9 Security Trustee to deliver documents

If the Security Trustee retires or is removed as security trustee of a Security Trust, it agrees to deliver to the successor security trustee or as the Manager may otherwise direct:

- (a) all original documents in its possession relating to that Security Trust and the Security Trust Fund of that Security Trust; and
- (b) any transfers, requests, notices of assignment or other documents to record the transfer of the Security Trust Fund of that Security Trust to the successor security trustee, which the successor security trustee reasonably requests.

10.10 Further steps

Without limiting clause 10.9 (“Security Trustee to deliver documents”), if the Security Trustee retires or is removed as Security Trustee of a Security Trust, it agrees to do anything the successor security trustee reasonably asks (such as obtaining consents, and signing, producing and delivering documents including a retirement and appointment document) to give effect to the retirement or removal and the appointment of the successor security trustee.

10.11 Discharge of further obligations

When a successor security trustee is appointed as security trustee of a Security Trust, the retiring or removed Security Trustee is discharged from any further

obligation under the Transaction Documents of the Trust to which that Security Trust relates. However, this discharge does not affect any accrued rights or obligations (including, for the avoidance of doubt, the Security Trustee's right to be indemnified from the Security Trust Fund of the relevant Security Trust).

10.12 Specific performance

The Security Trustee acknowledges and agrees that damages may not be an adequate remedy in respect of any breach by it of its obligations under clause 10.9 ("Security Trustee to deliver documents") and clause 10.10 ("Further steps") and accordingly, the parties entitled to the benefit of those obligations are entitled to specific performance as a remedy (except to the extent prohibited by law).

11 Representations and warranties

11.1 Representations and warranties by all parties

Each party represents and warrants that:

- (a) **(incorporation and existence)** it has been incorporated in accordance with the laws of its place of incorporation and is validly existing under those laws; and
- (b) **(power)** it has power to enter into the Transaction Documents to which it is a party and comply with its obligations under them; and
- (c) **(no contravention or exceeding power)** the Transaction Documents to which it is a party and the transactions under them which involve it do not contravene:
 - (i) its constituent documents (if any), or cause a limitation on its powers or, if applicable, the powers of its directors to be exceeded; or
 - (ii) any law or obligation by which it is bound or to which any of its assets are subject; and
- (d) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into the Transaction Documents to which it is a party, to exercise its rights and comply with its obligations under them and to allow them to be enforced;
- (e) **(validity of obligations)** its obligations under the Transaction Documents are valid and binding, and are enforceable against it in accordance with their terms subject to any necessary stamping and registration requirements, applicable equitable principles and laws relating to insolvency and affecting creditors' rights generally; and
- (f) **(benefit)** it benefits by entering into the Transaction Documents to which it is a party; and
- (g) **(solvency)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable; and
- (h) **(not a trustee)** except in the case of the Security Trustee and the Trustee, it does not enter into any Transaction Document as a trustee; and
- (i) **(immunity)** it has no immunity from the jurisdiction of a court or from legal process.

11.2 Representations and warranties by the Trustee

The Trustee represents and warrants in respect of each Trust that:

- (a) **(Encumbrance)** it has taken no action to create any Encumbrance in respect of the Collateral of that Trust (other than any Permitted Encumbrance of the Trust); and
- (b) **(Event of Default)** so far as it is aware, no Event of Default or Potential Event of Default in respect of the Trust is continuing other than any Event of Default or Potential Event of Default of which it or the Manager has given notice in accordance with the Transaction Documents; and
- (c) **(sole trustee)** it is the only trustee of that Trust; and
- (d) **(no removal)** to its knowledge no action has been taken or is proposed to remove it as trustee of that Trust other than any action of which it or the Manager has given notice in accordance with the Transaction Documents; and
- (e) **(no termination)** it has no notice that action has been taken or proposed to terminate the Trust other than any action of which it or the Manager has given notice in accordance with the Transaction Documents.

11.3 Repetition of representations and warranties

The representations and warranties in this clause 11 (“Representations and warranties”) are taken to be also made in respect of a Trust (by reference to the then current circumstances):

- (a) on each date on which the Trustee acquires Collateral of the Trust; and
- (b) on each date on which financial accommodation is provided under the Transaction Documents of the Trust to or at the request of the Trustee; and
- (c) on each Payment Date of the Trust.

If, prior to the date on which a representation and warranty is taken to be made by the Trustee or the Security Trustee under this clause 11.3, the Trustee or the Security Trustee (as applicable) notifies the other parties in writing that it cannot make the relevant representation and warranty, then it will not constitute fraud, negligence or Wilful Default of the Trustee or the Security Trustee (as applicable) by virtue solely of the breach of representation and warranty.

11.4 Reliance

The Trustee and the Manager each acknowledge that the Security Trustee and the Secured Creditors have entered into the Transaction Documents (and the transactions in connection with them) to which they are a party in reliance on the representations and warranties in this clause 11 (“Representations and warranties”).

12 Undertakings

12.1 Undertakings of the Trustee

The Trustee undertakes in respect of each Trust:

- (a) **(comply with obligations)** to comply with its obligations under the Transaction Documents of the Trust to which it is a party; and

- (b) **(information)** if the Security Trustee asks, to give the Security Trustee any document or other information relating to the Trust in the Trustee's possession or control that the Security Trustee reasonably requires to exercise its rights or comply with its obligations under the Transaction Documents of the Trust; and
- (c) **(conduct of business)** to carry on the Trust Business at the direction of the Manager in respect of the Trust and as contemplated by the Transaction Documents of the Trust; and
- (d) **(no other business)** without the Security Trustee's consent, not to do anything which is not part of the Trust Business; and
- (e) **(maintain authorisations)** to obtain, renew on time and comply with the terms of each authorisation necessary for it to enter into the Transaction Documents of the Trust to which it is a party, comply with its obligations under them and allow them to be enforced; and
- (f) **(rates and Taxes)** to pay, at the direction of the Manager of the Trust, all amounts for which the Trustee is liable in connection with the Trust Business, including rates and Taxes; and
- (g) **(laws)** to comply with all laws and requirements of authorities affecting it or the Trust Business and to comply with its other obligations in connection with the Trust Business; and
- (h) **(Counterparty)** to take (at the direction of the Manager of the Trust) the action that a prudent, diligent and reasonable person would take to ensure that:
 - (i) each Counterparty complies with its obligations in connection with the Transaction Documents of the Trust; and
 - (ii) each Counterparty which does not comply with any of its obligations in connection with the Transaction Documents of the Trust pays (subject to the terms of such Transaction Documents) to the Trustee or the Security Trustee an amount equal to any liability, loss or Costs suffered or incurred by either the Trustee or the Security Trustee which is caused by that non-compliance; and
- (i) **(notify defaults)** if it becomes aware that an Event of Default or Potential Event of Default in respect of the Trust has occurred, to notify the Security Trustee, giving full details of the event and any steps taken or proposed to remedy it, unless the Manager of the Trust has already notified the Security Trustee; and
- (j) **(priority)** not do anything to create any Encumbrances (other than a Permitted Encumbrance of the Trust) over the Collateral of the Trust; and
- (k) **(Collection Account)** (at the direction of the Manager of the Trust) to open and operate the Collection Account for the Trust in accordance with the Transaction Documents of that Trust; and
- (l) **(bank accounts)** not to open or operate any bank account other than those which it is required to open and maintain in connection with the Trust Business and the Transaction Documents; and

- (m) **(commingling)** not to commingle the Collateral of the Trust with any of its other assets (including the Collateral of any other Trust) or the assets of any other person; and
- (n) **(separate entity)** to conduct the Trust Business in the name of the Trust, to hold itself out as a separate entity and to correct any misunderstanding of which it is aware regarding its separate identity; and
- (o) **(no amendments of Transaction Documents)** without the Security Trustee's consent, not to amend any Transaction Document of the Trust.

12.2 Undertakings of the Manager

The Manager of a Trust undertakes in respect of that Trust:

- (a) **(notify defaults)** if it becomes aware that an Event of Default or Potential Event of Default has occurred in respect of the Trust, to notify:
 - (i) the Security Trustee and the Trustee; and
 - (ii) if the Trust is a Rated Trust, each Designated Rating Agency of the Trust,

in each case giving full details of the event and any steps taken or proposed to remedy it; and
- (b) **(inspect records)** on being given reasonable notice, to permit the Security Trustee, the Trustee or the Trustee's auditor, or the authorised agent of any of them, during business hours to inspect and copy any records of the Manager relating to the affairs of the Trustee in respect of the Trust; and
- (c) **(accounting records)** to keep or cause to be kept proper accounting records for that Trust (which are separate from those kept by any other person); and
- (d) **(annual accounts)** to give the Security Trustee the audited Financial Report for the Trust for each financial year within 120 days of the end of that financial year; and
- (e) **(records)** to keep any other records (which are separate from those kept by any other person) necessary to ensure that it is possible to determine from those records at any time:
 - (i) the Secured Money of the Trust owing to each Secured Creditor of the Trust at that time; and
 - (ii) the date and amount of all payments made to each Secured Creditor of the Trust at that time; and
 - (iii) the Collateral of the Trust at that time,

and, to give that information to the Trustee and the Security Trustee on reasonable request.

12.3 Changes to details

- (a) The Trustee agrees to notify the Security Trustee:
 - (i) prior to the Trustee doing any of the following:

- (A) if the Trustee does not have an ACN (or a Trust does not have an ABN), the Trustee or a Trust changes its name as recorded in a public register in its jurisdiction of incorporation or in its constituent documents; or
- (B) if the Trustee is the trustee of a Trust without an ABN, the Trustee applies for such a number; and
- (ii) if the Trustee has an ACN (or is the trustee of a Trust that has an ABN), as soon as possible after the Trustee becomes aware that the number will change or cease to apply,

provided that the Trustee is not required to give notice under this clause 12.3(a) if the Manager has given notice of that event to the Security Trustee under clause 12.3(b).

- (b) If the Manager requests a new ABN for a Trust or the cancellation of an ABN allocated to the Trust or (if a Trust does not have an ABN) directs the Trustee to change the name of a Trust, the Manager agrees to notify the Security Trustee (with a copy to the Trustee):
 - (i) if the Trust does not have an ABN, prior to the time the change of name is to take effect;
 - (ii) if the Trustee is the trustee of a Trust without an ABN, prior to it making an application to acquire such a number; and
 - (iii) as soon as possible after it receives notice that any ABN has been allocated to the Trust or any ABN so allocated has changed, was cancelled or otherwise ceased to apply to the Trust.
- (c) The Security Trustee agrees to notify the Trustee and the Manager:
 - (i) if the Security Trustee does not have an ACN, prior to the Security Trustee changing its name as recorded in a public register in its jurisdiction of incorporation or in its constituent documents; and
 - (ii) as soon as possible after it receives notice that any ACN allocated to the Security Trustee changes, is cancelled or otherwise ceases to apply to it.

Any notice given under this clause 12.3 (“Changes to details”) must state that it is given under this clause.

13 Consequences of an Event of Default

13.1 Security Trustee may take action

If an Event of Default in respect of a Trust is continuing, the Security Trustee must do any one or more of the following if it is instructed to do so by the Secured Creditors of the Trust:

- (a) declare at any time by notice to the Trustee that an amount equal to the Secured Money of that Trust is either:
 - (i) payable on demand; or
 - (ii) immediately due for payment;

- (b) take any action which it is permitted to take under the General Security Deed for the Trust.

If, in the opinion of the Security Trustee, the delay required to obtain instructions from the Secured Creditors of the Trust would be materially prejudicial to the interests of those Secured Creditors, the Security Trustee may (but is not obliged to) do these things without instructions from them.

Unless as otherwise expressly provided for in the Transaction Documents, the Security Trustee is not bound to take any proceedings after the occurrence of an Event of Default in respect of a Trust unless it has been instructed to do so by an Extraordinary Resolution of the Secured Creditors of the Trust passed at a meeting convened under this document.

13.2 Call meeting on the occurrence of an Event of Default

If the Security Trustee becomes aware that an Event of Default in respect of a Trust is continuing, the Security Trustee agrees to do the following as soon as possible and in any event within 5 Business Days of the Security Trustee becoming aware of the Event of Default:

- (a) notify all Secured Creditors of that Trust of:
 - (i) the Event of Default;
 - (ii) any steps which the Security Trustee has taken, or proposes to take, under clause 13.1 ("Security Trustee may take action"); and
 - (iii) any steps which the Trustee or the Manager has notified the Security Trustee that it has taken, or proposes to take, to remedy the Event of Default; and
- (b) call a meeting of the Secured Creditors of that Trust. However, if the Security Trustee calls a meeting and before the meeting is held the Event of Default ceases to continue, the Security Trustee may cancel the meeting by giving notice to each person who was given notice of the meeting.

13.3 Instructions from Secured Creditors

At any meeting of Secured Creditors of a Trust called under this clause 13, if an Event of Default in respect of the Trust is continuing the Secured Creditors must vote on whether to instruct the Security Trustee by Extraordinary Resolution to do any one or more of the following:

- (a) take any action which the Security Trustee may take under clause 13.1 ("Security Trustee may action"); or
- (b) waive the Event of Default (or determine that the Event of Default has been remedied); or
- (c) take any other action the Secured Creditors of the Trust may specify in the terms of that Extraordinary Resolution and which the Security Trustee agrees to take.

The Manager of the Trust agrees to notify each Designated Rating Agency (if any) of any such Extraordinary Resolution.

13.4 Notice to the Trustee

If the Secured Creditors of a Trust instruct the Security Trustee to take any action under clause 13.3 (“Instructions from Secured Creditors”), the Security Trustee must notify the Trustee, giving details of the action to be taken, no later than one Business Day after it receives the instructions.

13.5 Restriction on Secured Creditors exercising rights against the Trustee

No Secured Creditor of a Trust is entitled to exercise a right (including enforcing a right such as taking any action to recover any Secured Money of the Trust) which the Security Trustee has against the Trustee under any Transaction Document of the Trust independently of the Security Trustee unless the Secured Creditors of the Trust have instructed the Security Trustee in accordance with clause 5 (“How and when the Security Trustee acts”) or clause 13.3 (“Instructions from Secured Creditors”) to exercise the right and the Security Trustee has not done so within 10 Business Days of the later of receipt of that direction and receipt of any indemnity required by it in connection with its compliance with that direction.

14 Distribution of payments

14.1 Order of distribution before enforcement of a General Security Deed

Subject to clause 14.2 (“Order of distribution after enforcement of a General Security Deed”), the Trustee must distribute any amount it receives in respect of a Trust in accordance with the Issue Supplement for that Trust.

14.2 Order of distribution after enforcement of a General Security Deed

If the Security Trustee has enforced the General Security Deed in relation to the Collateral of a Trust, the Security Trustee must distribute any amount it receives or recovers in respect of the Trust in accordance with the Issue Supplement for the Trust.

14.3 Trustee’s right of indemnity and lien

The Trustee agrees that:

- (a) any right of indemnity it has out of the Trust Assets of a Trust (whether under the Transaction Documents or at law) is subject to this clause 14 (“Distribution of payments”); and
- (b) any lien it has over the Trust Assets of a Trust is subject to the General Security Deed for that Trust and the priority between them is determined in accordance with the order referred to in clause 14.2 (“Order of distribution after enforcement of a General Security Deed”).

Any payment made to the Trustee for its own account in respect of a Trust in accordance with this clause 14 (“Distribution of payments”) is made towards satisfying its right of indemnity out of the Trust Assets of that Trust or satisfaction of its right to payment of Costs, fees and expenses.

15 Payments

15.1 Manner of payment

Except as expressly provided in a Transaction Document, the Trustee agrees to make payments (including by way of reimbursement) under each Transaction Document:

- (a) on the due date (or, if that is not a Business Day, on the next Business Day); and
- (b) not later than 2.00 pm in the place for payment; and
- (c) in Australian dollars in immediately available funds; and
- (d) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless required by law or made for or on account of, or to ensure compliance with, FATCA; and
- (e) by payment into the account nominated by the Security Trustee, or by payment as the Security Trustee otherwise directs.

If the Security Trustee directs the Trustee to pay a particular party or in a particular manner, the Trustee is taken to have satisfied its obligation to the Security Trustee by paying in accordance with the direction.

The Trustee satisfies a payment obligation only when the Security Trustee or the person to whom it has directed payment receives the amount (even if the Trustee pays the amount directly to a Secured Creditor, or a Secured Creditor receives the amount by way of set-off, in circumstances where the Secured Creditor is not the person to whom the Security Trustee has directed payment).

15.2 Direction to pay

The Security Trustee directs that until further notice or until enforcement of the General Security Deed in respect of a Trust (whichever occurs first), the Trustee makes all payments due in respect of that Trust under any Transaction Document of the Trust in the manner set out in that document but in the order specified in clause 14.1 ("Order of distribution before enforcement of a General Security Deed").

15.3 Currency of payment

The Trustee waives any right it has in any jurisdiction to pay an amount other than in the currency in which it is due. However, if the Security Trustee receives an amount in a currency other than that in which it is due:

- (a) it may convert the amount received into the due currency (even though it may be necessary to convert through a third currency to do so) on the day and at such rates (including spot rate, same day value rate or value tomorrow rate) as it reasonably considers appropriate. It may deduct its usual Costs in connection with the conversion; and
- (b) the Trustee satisfies its obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the Costs of the conversion.

16 Costs and indemnities

16.1 What the Trustee agrees to pay

The Trustee agrees to pay or reimburse the Security Trustee for:

- (a) the Security Trustee's reasonable Costs in connection with:
 - (i) the performance, negotiation, preparation, execution and registration of, and payment of Taxes on, any Transaction Document; and

- (ii) the general on-going administration of the Transaction Documents (including giving and considering consents, waivers, variations, discharges and releases and producing title documents); and
- (b) the Security Trustee's, any Attorney's and any Receiver's Costs in otherwise acting in connection with the Transaction Documents, such as enforcing or preserving rights (or attempting to or considering doing so) or doing anything in connection with any enquiry by an authority involving the Trustee; and
- (c) Taxes (other than Excluded Taxes) and fees (including registration fees) and fines and penalties in respect of fees paid, or that the Security Trustee reasonably believes are payable, in connection with any Transaction Document or a payment or receipt or any other transaction contemplated by any Transaction Document. However, the Trustee need not pay a fine or penalty in connection with such Taxes or fees to the extent that it has placed the Security Trustee in sufficient cleared funds for the Security Trustee to be able to pay such Taxes or fees by the due date.

The Trustee agrees to pay amounts due under this clause on demand from the Security Trustee.

The amounts referred to in this clause are not payable to the extent they are due to the Security Trustee's fraud, negligence or Wilful Default or any Attorney's or Receiver's fraud, negligence or wilful default. However, it is not fraud, negligence or Wilful Default of the Security Trustee or the fraud, negligence or wilful default of any Attorney or Receiver if duty is not paid in connection with a Transaction Document unless the Trustee puts that person in cleared funds to make the payment and that person then fails to make the payment.

16.2 Indemnity

The Trustee indemnifies the Security Trustee against any liability or loss arising from, and any Costs incurred in connection with:

- (a) the Security Trustee acting in connection with a Transaction Document in good faith on telephone, fax, email or other written instructions purporting to originate from the offices of the Trustee or the Manager or to be given by an Authorised Officer of the Trustee or the Manager; or
- (b) an Event of Default; or
- (c) the Security Trustee exercising, or attempting to exercise, a right or remedy in connection with a Transaction Document after an Event of Default; or
- (d) the Collateral or any Transaction Document; or
- (e) any indemnity the Security Trustee gives a Controller or administrator of the Trustee.

The Trustee agrees to pay amounts due under this indemnity on demand from the Security Trustee.

The amounts referred to in this clause are not payable to the extent they are due to the Security Trustee's or any Attorney's or Receiver's fraud, negligence or Wilful Default.

16.3 Items included in loss, liability and Costs

The Trustee and the Security Trustee agree that:

- (a) the Costs referred to in clause 16.1 (“What the Trustee agrees to pay”), and the liability, loss or Costs referred to in clause 16.2 (“Indemnity”) include:
 - (i) legal Costs in accordance with any written agreement as to legal costs (whether or not the Trustee is a party to that agreement) or, if no agreement, on whichever is the higher of a full indemnity basis or solicitor and own client basis; and
 - (ii) time in attendance fees in respect of time spent by the Security Trustee’s employees, officers, agents and contractors in connection with:
 - (A) any Event of Default or Potential Event of Default; and
 - (B) convening and holding of any meeting of Secured Creditors; and
 - (C) carrying out the instructions of Secured Creditors; and
 - (D) any request under any Transaction Document for its consent or approval; and
 - (E) enforcing or preserving rights in connection with any Transaction Document (or attempting or considering doing so); and
 - (F) any enquiry by an authority involving the Trustee,in each case charged at the hourly rates determined by the Security Trustee in good faith having regard to any rates applying at the relevant time in relation to similar arrangements entered into by the Security Trustee,but exclude in each case general overhead costs and expenses (including, without limitation, rents and any amounts payable to employees) of the Security Trustee; and
- (b) the Costs referred to in clauses 16.1(a) and 16.1(b) (“What the Trustee agrees to pay”) include those paid, or that the Security Trustee reasonably believes are payable, to persons engaged by the Security Trustee in connection with the Transaction Documents (such as consultants).

16.4 Payment of third party losses

The Trustee agrees to pay an amount equal to any liability or loss and any Costs of the kind referred to in clause 16.2 (“Indemnity”) suffered or incurred by:

- (a) any Receiver or Attorney; or
- (b) any of the Security Trustee’s employees, officers, agents or contractors.

16.5 Currency conversion on judgment debt

If a judgment, order or proof of debt for an amount in connection with a Transaction Document is expressed in a currency other than that in which the

amount is due under the Transaction Document, then the Trustee indemnifies the Security Trustee against:

- (a) any difference arising from converting the other currency if the rate of exchange used by the Security Trustee under clause 15.3 (“Currency of payment”) for converting currency when it receives a payment in the other currency is less favourable to the Security Trustee than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and
- (b) the Costs of conversion.

The Trustee agrees to pay amounts due under this indemnity on demand from the Security Trustee.

17 Administrative matters

17.1 Deposit of documents

The Trustee agrees to deposit with the Security Trustee:

- (a) any documents of title the Security Trustee reasonably requests relating to any Collateral which is a not a Revolving Asset; and
- (b) any other documents the Security Trustee requests relating to the Collateral.

17.2 Further steps

The Trustee agrees to do anything the Security Trustee reasonably asks (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed):

- (a) to provide more effective security over any Collateral for payment of the Secured Money which is secured over that Collateral; or
- (b) to enable the Security Trustee to comply with any directions of the Manager in respect of any PPSA registrations made, or to be made, under or in connection with the Transaction Documents; or
- (c) to enable the Security Trustee to exercise the Security Trustee’s rights in connection with any Collateral; or
- (d) to bind the Trustee under a General Security Deed; or
- (e) to enable the Security Trustee to register any power of attorney in a General Security Deed; or
- (f) to show whether the Trustee is complying with the Transaction Documents.

Except as contemplated by clause 17.2(b), nothing in this clause 17.2 requires the Trustee or the Security Trustee to take any action in connection with the PPSA.

17.3 Authority to fill in blanks

The Trustee agrees that the Security Trustee may complete and fill in any blanks in a General Security Deed or any document in connection with it (such as financing statements, financing change statements or transfers for any Collateral).

17.4 Costs of further steps

Everything the Manager, the Trustee or the Security Trustee does under this clause 17 (“Administrative matters”) is at the Trustee’s expense (and is to be reimbursed to the Trustee as an expense of the Trust). The Trustee agrees to pay or reimburse the reasonable Costs of the Manager or the Security Trustee in connection with anything it is required to do under this clause.

17.5 Manager’s PPSA directions

If there is a conflict between a direction given by the Manager in accordance with the Transaction Documents for a Trust with respect to the PPSA and a direction or request given by the Security Trustee under this clause 17 (“Administrative matters”), the Trustee and the Security Trustee agree that the direction from the Manager will take priority and is to be followed by the Trustee instead of the direction or request from the Security Trustee.

18 Rights the Security Trustee may exercise at any time

18.1 Security Trustee may enter

The Security Trustee may enter land and buildings owned or occupied by the Trustee, any place where the Collateral is located, the Trustee’s places of business or its registered office during the Trustee’s business hours to:

- (a) inspect the Collateral; or
- (b) find out whether the Trustee is complying with this document or a General Security Deed; or
- (c) carry out the Security Trustee’s rights under a General Security Deed; or
- (d) inspect and copy records relating to the Trustee or any Collateral; or
- (e) investigate the Trustee’s financial affairs or business.

The Trustee agrees to help the Security Trustee enter, such as by obtaining any necessary consent.

18.2 Reasonable notice of entry

Unless there is an emergency or an Event of Default is continuing in respect of the relevant Trust, the Security Trustee agrees to give the Trustee reasonable notice before entering under clause 18.1 (“Security Trustee may enter”).

18.3 Right to rectify

The Security Trustee may do anything which the Trustee should have done under a General Security Deed but which the Trustee either has not done or, in the Security Trustee’s reasonable opinion, has not done properly. If the Security Trustee does so, the Trustee agrees to pay the Security Trustee’s Costs on demand.

18.4 Security Trustee not mortgagee in possession

The Security Trustee does not become a mortgagee in possession because it enters the Collateral under clause 18.1 (“Security Trustee may enter”) or exercises its rights under clause 18.3 (“Right to rectify”).

19 Privacy

19.1 Exchange of information

Each party acknowledges that Personal Information may be exchanged between the parties under this document and the other Transaction Documents.

In this clause 19 ("Privacy"), "Provider" means a party disclosing Personal Information and "Recipient" means a party receiving Personal Information.

19.2 Consents and disclosures

If Personal Information is exchanged between the parties, the Provider agrees to obtain the consents and make the disclosures required by Privacy Laws to ensure that:

- (a) it is able to disclose the Personal Information to the Recipient; and
- (b) the Recipient can collect the Personal Information, and use and disclose it as permitted under clause 19.3 ("Use and disclosure of Personal Information").

A party will not be in breach of this clause 19.2 if it does not have access to the Personal Information.

19.3 Use and disclosure of Personal Information

If Personal Information is exchanged between the parties, the Recipient undertakes:

- (a) not to use any Personal Information it receives except in connection with exercising its rights or complying with its obligations under the Transaction Documents; and
- (b) not to disclose any Personal Information it receives except:
 - (i) in connection with exercising its rights or complying with its obligations under the Transaction Documents; or
 - (ii) as required or authorised by law.

19.4 Compliance with Privacy Laws, requests and directions

Without limiting clauses 19.2 ("Consent and disclosures"), 19.3 ("Use and disclosure of Personal Information") and 19.5 ("Notification of an Eligible Data Breach"), if Personal Information is exchanged between the parties, the Provider and the Recipient each undertake to comply with:

- (a) all Privacy Laws binding on the Provider in relation to that Personal Information; and
- (b) any request or direction made by the Privacy Commissioner in relation to that Personal Information which is not disallowed or withdrawn.

19.5 Notification of an Eligible Data Breach

The Recipient undertakes that if an Eligible Data Breach has occurred or if it has reasonable grounds to suspect that an Eligible Data Breach may or will occur in respect of Personal Information it has received from the Provider:

- (a) to promptly disclose to the Provider all information relevant to that actual or suspected Eligible Data Breach;

- (b) to investigate whether an Eligible Data Breach has occurred and provide the Provider with access to and copies of relevant records relating to that investigation;
- (c) upon consultation with the Provider and the Manager (if the Manager is not also the Provider), to make any notifications to affected individuals and any other third parties (including the Privacy Commissioner) as required by any Privacy Laws; and
- (d) to take all reasonable steps to contain and remedy the Eligible Data Breach and promptly take remedial action, as appropriate in the circumstances of the Eligible Data Breach, to mitigate any loss or interference with privacy flowing from the incident, prevent any potential further serious harm to any individuals, and protect the affected Personal Information from further misuse or breach.

19.6 Notice of breach

If a Provider or a Recipient becomes aware of a breach of this clause 19 (“Privacy”), or if a Recipient becomes aware that it is, or may be, required by law to disclose Personal Information received from the Provider, it must to the extent permitted by law immediately notify the other party.

20 Variations, waivers and determinations

20.1 Security Trustee may agree to certain variations

The Security Trustee may agree to a variation of a Transaction Document of a Trust without the approval of the Secured Creditors of that Trust in the reasonable opinion of the Security Trustee, the variation is:

- (a) necessary or advisable to comply with any law or the requirement of any Government Agency; or
- (b) necessary to correct an obvious error, or is otherwise of a formal, technical or administrative nature only; or
- (c) not materially prejudicial to the interests of the Secured Creditors of that Trust as a whole or class of Secured Creditors of that Trust as a whole.

Subject to clause 20.3 (“Variation by Issue Supplement”), any other variation of a Transaction Document of a Trust must be approved by the Secured Creditors of that Trust in accordance with clause 5 (“How and when the Security Trustee acts”).

20.2 Application of variations

If a Transaction Document is a Transaction Document of more than one Trust, any variation of that Transaction Document which is approved or requested by the Secured Creditors of a Trust in accordance with this document applies to that Trust only and not to any other Trust unless the Secured Creditors of that other Trust also approve or request the variation.

20.3 Variation by Issue Supplement

Despite any other provision of this document, the terms of a Transaction Document that only has parties who are also parties to this document may be varied for any Trust by the Issue Supplement for that Trust. If the Transaction Document is a Transaction Document of more than one Trust, any such variation applies to that Trust only and not to any other Trust.

20.4 Security Trustee may give certain waivers and make certain determinations

The Security Trustee may:

- (a) waive any breach or other non-compliance (or any proposed breach or non-compliance) with obligations by the Trustee in connection with a Transaction Document of a Trust; or
- (b) determine that any Event of Default or other breach or non-compliance in respect of a Trust has been remedied,

if, in the reasonable opinion of the Security Trustee, the waiver or determination is not materially prejudicial to the interests of the Secured Creditors of that Trust as a whole or class of Secured Creditors of that Trust as a whole.

Any other waiver or determination must be approved by the Secured Creditors of the relevant Trust or relevant class of Secured Creditors of the relevant Trust in accordance with clause 5 ("How and when the Security Trustee acts").

20.5 Notification to Designated Rating Agency

For any Rated Trust, the Manager of the Trust agrees to give prior notice to each Designated Rating Agency of that Trust of any variation under clause 20.1 ("Security Trustee may agree to certain variations") or any waiver or determination under clause 20.4 ("Security Trustee may give certain waivers and make certain determinations").

Failure to provide notice to any Designated Rating Agency under this clause does not invalidate the relevant variation, waiver or determination.

21 Dealing with interests

21.1 No dealing by Trustee

The Trustee may not assign or otherwise deal with its rights under any Transaction Document or allow any interest in them to arise or be varied, in each case except in accordance with the Transaction Documents.

21.2 Dealings by Manager

The Manager may assign or otherwise deal with its rights under the Transaction Documents or allow any interest in them to arise or be varied without the consent of any other person except if expressly prohibited under the Transaction Documents.

21.3 No dealings by Security Trustee

The Security Trustee may not assign or otherwise deal with its rights under any Transaction Document or allow any interest in them to arise or be varied, in each case except in accordance with the Transaction Documents.

22 Notices and other communications

22.1 Form - all communications

Unless expressly stated otherwise in the Transaction Document, all notices, certificates, consents, approvals, waivers and other communications in connection with a Transaction Document must be in writing, signed by an Authorised Officer of the sender and marked for the attention of the person identified in the Transaction Document or, if the intended recipient has notified otherwise, marked for attention in the way last notified.

22.2 Form - communications sent by email

Communications sent by email need not be marked for attention in the way stated in clause 22.1 ("Form - all communications"). However, the email must state the first and last name of the sender.

Communications sent by email are taken to be in writing and signed by the named sender.

22.3 Form – other electronic communications

The Manager and the Trustee may provide to each other a notice, request, certificate, demand, consent, recommendation or other communication under a Transaction Document being provided by any other electronic communications method agreed between the Manager and the Trustee from time to time. Any such communications need not be marked for attention in the way stated in clause 22.1 ("Form - all communications"). Communications sent by such an electronic communications method are taken to be in writing and signed by the party sending the communication.

22.4 Delivery

Communications in connection with a Transaction Document must be:

- (a) left at the address of the intended recipient set out or referred to in the Transaction Document; or
- (b) sent by prepaid ordinary post (airmail, if appropriate) to the address of the intended recipient set out or referred to in the Transaction Document; or
- (c) sent by fax to the fax number of the intended recipient set out or referred to in the Transaction Document; or
- (d) sent by email to the address of the intended recipient set out or referred to in the Transaction Document; or
- (e) in the case of a communication in connection with a General Security Deed, given in any other way permitted by law.

However, if the intended recipient has notified a changed address or fax number, then any communication must be to that address or number.

22.5 When effective

Communications take effect from the time they are received or taken to be received (whichever happens first) unless a later time is specified in them.

22.6 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (c) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or

- (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

22.7 Receipt outside business hours

Despite clauses 22.5 (“When effective”) and 22.6 (“When taken to be received”), if communications are received or taken to be received after 5.00 pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00 am on the next Business Day and take effect from that time unless a later time is specified in them.

22.8 Communications to Noteholders

This clause 22 (“Notices and other communications”) does not apply to communications to Noteholders. All communications to Noteholders of a Trust in connection with a Transaction Document of that Trust must be given in accordance with the Conditions of the Notes of the Trust.

23 GST

23.1 Construction

In this clause 23 (“GST”):

- (a) words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (“**GST Act**”); and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

23.2 Consideration GST exclusive

Unless expressly stated, all amounts payable or consideration to be provided under this document are exclusive of GST.

23.3 Payment of GST

If GST is payable on any supply made under this document, for which the consideration is not expressly stated to include GST, the recipient will pay to the supplier an additional amount equal to the GST payable on the supply at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 23.3 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

23.4 Reimbursements

If a party is required under this document to indemnify another party, or pay or reimburse costs of another party, that party is only required to pay the relevant amount less any input tax credits to which the other party (or to which the representative member of a GST group of which the other party is a member) is entitled.

24 Personal Property Securities Act

24.1 PPSA further steps

If the Manager determines that:

- (a) a Transaction Document of a Trust (or a transaction in connection with it, including the assignment of the Trust Receivables of a Trust, but excluding any Trust Receivable of a Trust itself) is or contains a security interest for the purposes of the PPSA; and
- (b) failure to perfect that security interest may materially adversely affect all or any class of Secured Creditors,

each of the Trustee and the Security Trustee (as applicable) agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Manager directs and considers necessary for the purposes of:

- (i) ensuring that the security interest is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or
- (ii) enabling the relevant secured party to apply for any registration, give any notification, or take any other step, in connection with the security interest so that the security interest has the highest ranking priority reasonably possible; or
- (iii) enabling the relevant secured party to exercise rights in connection with the security interest.

24.2 Trustee and Security Trustee obligations

- (a) Each of the Trustee and the Security Trustee agrees to comply with any reasonable directions given to it by the Manager under this clause 24, on the condition that:
 - (i) the directions contain sufficient detail as to the action required of the Trustee or the Security Trustee (or both of them);
 - (ii) if the directions are not sufficiently detailed to enable the Trustee or the Security Trustee (as applicable) to comply, the Trustee or the Security Trustee (as applicable) is not required to take any action other than to inform the Manager that this is the case and specify the reason the Trustee or the Security Trustee (as applicable) is unable to comply; and
 - (iii) in the absence of any such directions, the Trustee or the Security Trustee (as applicable) is not required to take any action with respect to the PPSA.
- (b) Neither the Trustee or the Security Trustee is responsible or liable to any person for any loss arising in relation to a Trust or the relevant Security Trust in connection with the registration, perfection or priority of any

security interest in relation to the General Security Deed of the Trust under the PPSA, acting on any directions or request given to it under this clause 24 or any failure of the Manager to comply with its obligations under this clause 24 except to the extent that such loss is as a result of:

- (i) the Trustee's or the Security Trustee's fraud or negligence; or
- (ii) a breach by the Trustee or the Security Trustee of its obligations under this clause 24.

This paragraph does not limit the obligations of the Trustee or the Security Trustee under paragraph (a).

- (c) Notwithstanding any other provision of the Transaction Documents of a Trust, neither the Trustee nor the Security Trustee is required to:
 - (i) take any action with respect to the PPSA, other than in compliance with a direction given under this clause 24, and subject to this clause 24;
 - (2) monitor the PPSA or the implementation of it or the registration, perfection, priority or effectiveness of any security interest under the PPSA; or
 - (iii) make enquiries or satisfy itself that a direction purported to be given under this clause 24 has been given in accordance with this clause.

24.3 Information under Part 8.4 of the PPSA

If the Trustee or the Security Trustee is required to provide any information as a secured party under Part 8.4 of the PPSA, the Manager agrees, to the extent that such information is in the possession or control of the Manager, to provide, or procure the provision of, such information to the Trustee or the Security Trustee (as the case may be) within 5 Business Days of a request from the Trustee or the Security Trustee.

24.4 Costs of further steps and undertaking

Everything the Manager is required to do under this clause 24 is at its own cost and expense.

All costs and expenses incurred by the Trustee and the Security Trustee under this clause 24 are Trust Expenses of the relevant Trust.

24.5 No PPSA notice required unless mandatory

A secured party in respect of a security interest referred to in this clause need not give the relevant grantor any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

24.6 PPSA terms

Unless the contrary intention appears, in this clause 24, a reference to a term defined in the PPSA has the meaning it has in the PPSA unless the contrary intention appears.

25 Exclusion of PPSA provisions

The Trustee agrees that to the extent the law permits:

- (a) For the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) sections 142 and 143 of the PPSA are excluded; and
 - (ii) the Security Trustee need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to the Trustee by the Security Trustee after the date of this document;
- (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;
- (d) neither the Security Trustee nor any Receiver need give any notice required under any provision of the PPSA (except section 135); and
- (e) 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.

This clause applies despite any other clause in this document or the General Security Deed in respect of the relevant Trust.

26 General

26.1 Application to Transaction Documents

If anything in this clause 26 (“General”) is inconsistent with a provision in another Transaction Document, then the provision in the other Transaction Document prevails for the purposes of that Transaction Document.

26.2 Prompt performance

Subject to clause 26.17 (“Time of the essence”):

- (a) if a Transaction Document specifies when a party to the Transaction Document agrees to perform an obligation, that party agrees to perform it by the time specified; and
- (b) the party agrees to perform all other obligations promptly.

26.3 Consents

Each party to a Transaction Document agrees that any consent given by the Security Trustee in connection with a Transaction Document may be subject to conditions specified in that consent.

26.4 Certificates

The Security Trustee may give to any other party to the Transaction Documents a certificate about an amount payable or other matter in connection with a Transaction Document. The certificate is sufficient evidence of the amount or matter, unless it is proved to be incorrect.

26.5 Discretion in exercising rights

The Security Trustee or a Receiver may exercise a right, power or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless a Transaction Document expressly states otherwise.

26.6 Partial exercising of rights

If the Security Trustee or a Receiver does not exercise a right, power or remedy fully or at a given time, the Security Trustee or Receiver may still exercise it later.

26.7 No liability for loss

Neither the Security Trustee nor any Receiver is liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy.

26.8 Conflict of interest

The Security Trustee and a Receiver may exercise their rights, powers and remedies under the Transaction Documents even if this involves a conflict of interest or the Security Trustee or Receiver has a personal interest in their exercise.

26.9 Security Trustee or Receiver in possession

If the Security Trustee exercises any right, power or remedy in connection with a General Security Deed or at law to enter or take possession of the Collateral it:

- (a) has complete and unfettered discretion as to how the Collateral is managed; and
- (b) is liable to account only for rents and profits actually received by it.

The same applies to any Receiver when acting as agent of the Security Trustee.

26.10 Remedies cumulative

The rights, powers and remedies of the Security Trustee or a Receiver under the Transaction Documents are in addition to other rights and remedies given by law independently of the Transaction Documents.

26.11 Other Encumbrances or judgments

Each General Security Deed does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) any Encumbrance or other right, power or remedy to which the Security Trustee is entitled; or
- (b) a judgment which the Security Trustee obtains against the Trustee in connection with the Secured Money.

The Security Trustee may still exercise its rights, powers or remedies under a General Security Deed as well as under the judgment, other Encumbrance or the right, power or remedy.

26.12 Continuing security

Each General Security Deed is a continuing security despite any intervening payment, settlement or other thing until the Security Trustee releases the Collateral from the security.

26.13 Indemnities

Any indemnity, reimbursement or similar obligation in a Transaction Document which is given by the Trustee:

- (a) is a continuing obligation despite any intervening payment, settlement or other thing;
- (b) is independent of the Trustee's other obligations under that Transaction Document;
- (c) survives the termination or discharge of that Transaction Document and the discharge of financial accommodation; and
- (d) does not limit the Trustee's indemnification from the Trust Assets of a Trust in accordance with clause 18.1 ("Indemnity") of the Master Trust Deed.

It is not necessary for the Security Trustee to incur expense or make payment before enforcing a right of indemnity under a Transaction Document.

26.14 Rights and obligations are unaffected

Rights given to the Security Trustee under the Transaction Documents and the liabilities of the other parties under them are not affected by any law that might otherwise affect them.

26.15 Inconsistent law

To the extent permitted by law, each Transaction Document prevails to the extent it is inconsistent with any law.

26.16 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Trustee in connection with a Transaction Document with the result that the Security Trustee's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

26.17 Time of the essence

Time is of the essence in any Transaction Document in respect of an obligation of the Trustee to pay money.

26.18 Variation and waiver

Unless a Transaction Document expressly states otherwise, a provision of it, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound or in accordance with clause 20.3 ("Variation by Issue Supplement").

26.19 Confidentiality

Except as otherwise provided in a Transaction Document, each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of any Transaction Document) except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under a Transaction Document (including in connection with preparatory steps such as negotiating with any potential assignee of that party's rights or other person who is considering contracting with a party to a Transaction Document or a Receiver in connection with a Transaction Document); or
- (b) to officers, employees, agents, contractors, legal and other advisers and auditors of the Trustee, the Security Trustee or a Receiver; or
- (c) to any party to a Transaction Document or any Related Entity of any party to a Transaction Document (including the officers, employees, agents, contractors, legal and other advisers and auditors of any such party or Related Entity), provided the recipient agrees to act consistently with this clause 26.19 ("Confidentiality"); or
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
- (e) if any Trust is a Rated Trust, to a Designated Rating Agency of that Trust, in accordance with the Transaction Documents of that Trust; or
- (f) any disclosure the disclosing party reasonably believes is required by any law or stock exchange (except this paragraph does not permit a person to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).

Subject to clause 19 ("Privacy"), each party consents to disclosures made in accordance with this clause 26.19 ("Confidentiality").

26.20 Receipts

The receipt of a Receiver, the Security Trustee or an Authorised Officer of the Security Trustee releases the person paying money to the Receiver or the Security Trustee in connection with a Transaction Document from:

- (a) liability to enquire whether the Secured Money has become payable; and
- (b) liability for the money paid or expressed to be received; and
- (c) being concerned to see to its application or being answerable or accountable for its loss or misapplication.

26.21 Each signatory bound

Each General Security Deed binds each person who signs as Trustee even if another person who was intended to sign does not sign it or is not bound by it.

26.22 Banking Code of Practice

The parties agree that the Banking Code of Practice does not apply to the Transaction Documents and the transactions under them.

26.23 Counterparts

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

26.24 Governing law and jurisdiction

Except as expressly provided in a Transaction Document, each Transaction Document is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

26.25 Serving documents

Without preventing any other method of service, any document in a court action in connection with a Transaction 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").

26.26 Trustee may act through Manager

The Trustee may comply with its obligations under this document and the other Transaction Documents of a Trust by arranging for the Manager of that Trust to comply with them on its behalf.

26.27 Anti-money laundering

- (a) Subject to paragraph (b), each party (the "**Provider**") must, on the request of any other party (the "**Recipient**"), provide the Recipient with any information or document in the Provider's possession or otherwise readily available to the Provider, where such information or document is required by the Recipient to comply with any applicable anti-money laundering or counter-terrorism financing laws including any such laws requiring the Recipient to carry out "know your customer" or other identification checks or procedures ("**Relevant Laws**").
- (b) The Provider's obligations under paragraph (a) are subject to any confidentiality, privacy or other obligations imposed by law on the Provider in relation to the requested information or document, except to the extent overridden by the Relevant Laws.
- (c) Each party must comply with any Relevant Laws applicable to it, to the extent required to comply with its obligations under the Transaction Documents. Any party may decline to perform any obligation under the Transaction Documents to the extent it forms the view, in its reasonable opinion, that notwithstanding that it has taken all action to comply with any applicable Relevant Laws, it is required by Relevant Laws to decline to perform any such obligation provided that:
 - (i) that nothing in this clause 26.27 limits, relieves or discharges the Trustee or the Security Trustee from its payment obligations under the Transaction Documents or limits the exercise by any party of its rights in respect of such payment obligations; and
 - (ii) the Trustee, the Security Trustee and their respective officers, employees, agents in declining, in accordance with this clause 26.27, to perform the relevant obligation under the Transaction Documents shall not be considered to have acted fraudulently, negligently or in Wilful Default.
- (d) To the maximum extent permitted by law, each party and each Secured Creditor releases, to the extent that it is able, each other party from any confidentiality, privacy or general law obligations that such other party would otherwise owe and which would otherwise prevent such other party from providing any information or documents requested in accordance with this clause or any similar clause in any other Transaction Document.

26.28 Australian Financial Services License

- (a) Perpetual Trustee Company Limited has obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act 2001 (Cth) (Australian Financial Services Licence No.236643). Perpetual Trustee Company Limited has appointed P.T. Limited to act as its authorised representative under that licence (Authorised Representative No. 266797).

- (b) Perpetual Corporate Trust Limited has obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act 2001 (Cth) (Australian Financial Services Licence No. 392673).

EXECUTED as a deed

Lion Series Master Security Trust Deed

Schedule 1 Notice of Creation of Security Trust

Notice of Creation of Security Trust - *[insert name of Security Trust]* Security Trust

Under clause 2.1 (“Declaration of Security Trust”) of the Lion Series Master Security Trust Deed dated *[insert date]* between Perpetual Corporate Trust Limited (ABN 99 000 341 533) (“Trustee”), P.T. Limited (ABN 67 004 454 666) (“Security Trustee”) and [●] (“Manager”) (“Security Trust Deed”), the Security Trustee declares that it holds the sum of \$10 and will hold the Security Trust Fund of the Security Trust created under this notice on trust at any time for itself and the persons who are Secured Creditors at that time of the *[insert name of Trust to which the Security Trust relates]* (“Relevant Trust”).

The Security Trust created under this notice is to be known as the *[insert name of Security Trust]*.

The *[insert name of Security Trust]* is a Security Trust for the purposes of the Security Trust Deed.

The Security Trustee holds the sum of \$10 and the Security Trust Fund of the *[insert name of Security Trust]* Security Trust on and subject to the terms of the Security Trust Deed.

This notice is for the benefit of the Secured Creditors from time to time of the Relevant Trust.

The “Interpretation” clause of the Security Trust Deed applies to this notice as if it was fully set out in this notice.

DATED:

EXECUTED as a deed poll

[Insert execution clause for Security Trustee]

Lion Series Master Security Trust Deed

Schedule 2 Meetings Provisions

The following provisions apply to meetings of Secured Creditors of a Trust or any class of Secured Creditors of a Trust.

1 Calling a meeting

1.1 Who can call a meeting?

The Manager, the Trustee or the Security Trustee may call a meeting whenever they think fit.

The Security Trustee must call a meeting if:

- (a) it is asked to do so in writing by:
 - (i) the Trustee; or
 - (ii) Secured Creditors who alone or together represent at least 10% of the Secured Money on the date they ask the Security Trustee to call the meeting; or
- (b) required under a Transaction Document.

1.2 Meeting may be held at two or more places

A meeting may be held at two or more places using any technology that gives the Secured Creditors as a whole a reasonable opportunity to participate.

1.3 Time and place must be reasonable

A meeting must be held at a reasonable time and place.

2 Notice of meeting

2.1 Period of notice

Subject to paragraph 5.3 ("Notice of adjourned meeting"), unless otherwise agreed in writing by each Secured Creditor, at least 3 Business Days' notice of a meeting must be given to:

- (a) each Secured Creditor;
- (b) the Trustee (unless the meeting is called by the Trustee); and
- (c) the Security Trustee (unless the meeting is called by the Security Trustee).

2.2 Contents of notice

A notice of meeting must:

- (a) specify the date, time and place of the meeting;
- (b) specify the resolutions to be proposed at the meeting; and

- (c) explain how Secured Creditors may appoint Proxies for the meeting and state that Proxies may be appointed until 48 hours before the meeting but not after that time.

2.3 Effect of failure to give notice

The accidental failure to give notice of a meeting to, or the non-receipt of notice by, any person entitled to receive notice does not invalidate any resolution passed at the meeting.

2.4 Notices to be given in accordance with Security Trust Deed

Clause 22 (“Notices and other communications”) of the Security Trust Deed applies to these provisions.

2.5 Calculation of period of notice

If a period of notice of meeting must be given, the day on which the notice is given, and the day on which the meeting is to be held, are not to be counted in calculating that period.

3 Chairman

3.1 Nomination of chairman

The person who calls a meeting must nominate in writing a chairman for that meeting. The person nominated may, but need not, be a Secured Creditor.

3.2 Absence of chairman

If a meeting is held and:

- (a) the person who calls a meeting has not nominated a chairman; or
- (b) the person nominated as chairman is not present within 15 minutes after the time specified for holding the meeting, or is unable or unwilling to act,

the Secured Creditors or Proxies present must elect one of them to be chairman.

3.3 Chairman of adjourned meeting

The chairman of an adjourned meeting need not be the person who was the chairman of the meeting from which the adjournment took place.

4 Quorum

4.1 Number for a quorum

At any meeting, any one or more Secured Creditors present in person or by Proxy form a quorum for the purposes of passing the resolutions shown in the table below only if they alone or together represent (or, in the case of Proxies, represent Secured Creditors who represent) at least the proportion of the Secured Money shown in the table below on the date of the meeting.

Type of resolution	Required proportion for any meeting except for meeting previously adjourned because of lack of quorum	Required proportion for meeting previously adjourned because of lack of quorum
Ordinary Resolution	50%	10%

Extraordinary Resolution	67%	10%
Special Quorum Resolution	75%	25%

In determining whether a quorum is present, each individual attending as a Proxy is to be counted, except that where a Secured Creditor has appointed more than one Proxy, only one is to be counted.

4.2 Requirement for a quorum

An item of business (other than the choosing of a chairman) may not be dealt with at a meeting unless a quorum is present when the meeting proceeds to consider it. However, if a quorum is present when the first item of business is dealt with, it is taken to be present for the whole meeting unless the chairman declares otherwise (on the chairman's own motion or at the request of a Secured Creditor or Proxy who is present).

4.3 If quorum not present

If a quorum is not present within 15 minutes after the time specified for the holding of a meeting:

- (a) if the meeting was called at the request of Secured Creditors, it is dissolved; and
- (b) in any other case, the meeting is adjourned until a date, time and place the chairman appoints. The date of the adjourned meeting must be no earlier than 5 days, and no later than 14 days after, the date of the meeting from which the adjournment took place.

4.4 If quorum not present at adjourned meeting

If a quorum is required for an adjourned meeting and a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the chairman may dissolve the meeting.

If the chairman does not dissolve the meeting, the chairman may with the consent of (and must if instructed by) the Secured Creditors on a show of hands adjourn the meeting to a new date, time or place.

5 Adjournment of a meeting

5.1 When a meeting may be adjourned

The chairman of a meeting may with the consent of (and must if instructed by) any meeting, adjourn the meeting or any business being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place.

5.2 Business at adjourned meeting

Only unfinished business from the meeting from which the adjournment took place may be dealt with at an adjourned meeting.

5.3 Notice of adjourned meeting

It is not necessary to give notice of an adjournment unless a meeting is adjourned because of a lack of a quorum. In that case, unless otherwise agreed in writing by each Secured Creditor, the chairman of the meeting from which the adjournment took place must give 5 days' notice of the adjourned meeting to each person entitled to receive notice of a meeting under these provisions. The

notice must state the quorum required at the adjourned meeting but need not contain any further information.

6 Voting

6.1 Voting on a show of hands

Every resolution put to a vote at a meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

A declaration by the chairman that a resolution has been passed, or passed by a particular majority, or not passed or not passed by any particular majority, is conclusive evidence of the fact. Neither the chairman nor the minutes of meeting need state, and it is not necessary to prove, the number or proportion of votes cast in favour of or against the resolution.

6.2 When is a poll properly demanded

A poll may be demanded on any resolution. A poll may be demanded by:

- (a) the chairman;
- (b) the Trustee or the Security Trustee; or
- (c) one or more persons who alone or together represent (or represent Secured Creditors who represent) at least 2% of the Secured Money on the date of the meeting.

The poll may be demanded before a vote is taken or before or immediately after the voting results on a show of hands are declared.

6.3 Poll

If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the chairman. However, a poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.

A demand for a poll may be withdrawn.

The demand for a poll in relation to an item of business does not prevent a meeting continuing to deal with any other business.

The result of a poll is taken to be a resolution of the meeting at which the poll was demanded.

6.4 Chairman's casting vote

If votes are equal either on a show of hands or on a poll, the chairman has a casting vote. This casting vote is in addition to any votes that the chairman is entitled to as a Secured Creditor or Proxy.

6.5 Entitlement to vote

A Secured Creditor (or, in the case of a Note registered as being owned jointly, the person whose name appears first on the Note Register) may be present and vote in person at any meeting or be represented by Proxy.

Except where these provisions provide otherwise, at any meeting:

- (a) on a show of hands, each Secured Creditor and each Proxy present has one vote; and

- (b) on a poll each Secured Creditor and each Proxy present has one vote in respect of each \$1.00 of Secured Money owing to that Secured Creditor, or to the Secured Creditor that Proxy represents, on the date of the meeting.

Without affecting the obligations of any Proxy, any person entitled to vote need not do so and any person entitled to more than one vote need not use all of its votes (or use all of its votes in the same way).

6.6 Entitlement to attend and speak

Only the chairman, the Trustee, the Security Trustee, the Manager and the other Secured Creditors, and their respective financial and legal advisers may attend and speak at any meeting.

6.7 Objections to right to vote

A challenge to a right to vote at a meeting of Secured Creditors:

- (a) may only be made at the meeting; and
- (b) must be determined by the chairman, whose decision is final (unless the challenge is to the chairman's right to vote, in which case, it must be determined on a show of hands).

7 Proxies

7.1 Appointment of proxy

A Secured Creditor entitled to attend and vote at a meeting may appoint a Proxy to attend the meeting and act on that Secured Creditor's behalf in connection with the meeting (including by voting). A Secured Creditor may do this by signing a Proxy Form.

If the Secured Creditor is a corporation, the Proxy Form must be signed on behalf of the company in accordance with the Corporations Act.

7.2 Validity of Proxy Forms

A Proxy Form signed by a Secured Creditor is only valid for so long as the Secured Creditor remains a Secured Creditor.

7.3 Proxy Form must be lodged with Security Trustee

For an appointment of a Proxy to be effective, the Security Trustee must receive the following documents at the office specified in the notice of meeting no later than 48 hours before the meeting in respect of which the Proxy is appointed:

- (a) a duly signed Proxy Form; and
- (b) any power of attorney or other authority under which the Proxy Form is signed, or a copy of that power or authority certified in the manner the Security Trustee requires.

7.4 Who may be a Proxy?

A Proxy:

- (a) need not be a Secured Creditor; and
- (b) may be an officer, employee, representative of, or otherwise connected with, the Trustee.

7.5 Revocation and amendment

If, before a Proxy votes at a meeting, the Secured Creditor who appointed the Proxy:

- (a) revokes or amends the Proxy Form appointing the Proxy or any instructions in relation to it; or
- (b) ceases to be a Secured Creditor,

any vote cast by the Proxy at the meeting in accordance with the terms of the Proxy Form is valid, unless the Security Trustee receives notice of that fact from a Secured Creditor at the office specified in the notice of meeting no later than 24 hours before the meeting in respect of which the Proxy is appointed.

8 Single Secured Creditor

If there is only one Secured Creditor, the Secured Creditor may pass a resolution by signing a document stating that it passes the resolution set out in the document.

9 Circulating Resolutions

9.1 Passing resolutions by Circulating Resolution

Without holding a meeting, the Secured Creditors may pass:

- (a) an Ordinary Resolution, if within one month after the Notification Date, Secured Creditors representing more than 50% of the Secured Money on the Notification Date sign a document containing a statement that they are in favour of the resolution set out in the document;
- (b) an Extraordinary Resolution, if within one month after the Notification Date, Secured Creditors representing at least 75% of the Secured Money on the Notification Date sign a document containing a statement that they are in favour of the resolution set out in the document; or
- (c) a Special Quorum Resolution, if within one month after the Notification Date, Secured Creditors representing 75% of the Secured Money on the Notification Date sign a document containing a statement that they are in favour of the resolution set out in the document.

A single document may include one or more resolutions of the same or different types.

9.2 Who can propose a Circulating Resolution

The Trustee or the Security Trustee may propose that a resolution should be passed by Circulating Resolution whenever they think fit.

The Security Trustee must propose that a resolution should be passed by Circulating Resolution if it is asked to do so in writing by:

- (a) the Trustee; or
- (b) by Secured Creditors who alone or together represent at least 10% of the Secured Money on the date they ask the Security Trustee to propose that the resolution should be passed by Circulating Resolution.

9.3 Copies sent to all Secured Creditors

If it is proposed that a resolution should be passed by Circulating Resolution, a copy of the document setting out the resolution must be given to:

- (a) each Secured Creditor;
- (b) the Trustee (unless the document is prepared by the Trustee); and
- (c) the Security Trustee (unless the document is prepared by the Security Trustee).

9.4 Contents of Circulating Resolution

The document setting out a Circulating Resolution must:

- (a) set out the proposed resolution;
- (b) contain a statement that the Secured Creditors who sign are in favour of the resolution; and
- (c) specify the Notification Date which must be no later than the date on which the document is first sent to Secured Creditors.

9.5 Counterparts

A Circulating Resolution may consist of a number of copies of the document setting out the resolution, each signed by one or more Secured Creditors. If so, as long as the wording of the resolution and statement are identical in each copy, the signed copies are treated as making up one Circulating Resolution.

9.6 When is a Circulating Resolution passed

A Circulating Resolution is passed when the last Secured Creditor required to satisfy the relevant threshold in paragraph 9.1 ("Passing resolutions by Circulating Resolution") signs the document setting out the resolution.

9.7 Effect of failure to give copy of Circulating Resolution

The accidental failure to give a copy of the document setting out the resolution to, or the non-receipt of a copy by, any Secured Creditor does not invalidate the Circulating Resolution.

10 Effect and notice of resolution

10.1 Resolutions are binding

A resolution passed at a meeting called and held (or by a Circulating Resolution sent and signed) in accordance with these provisions is binding on all Secured Creditors, whether or not they were present, or voted, at the meeting (or signed the Circulating Resolution).

10.2 Notice of resolutions

The Trustee must give notice to the Secured Creditors of the result of the voting on a resolution within 14 days of the result being known. However, failure to do so does not invalidate the resolution.

11 Minutes

11.1 Minute books

The Security Trustee must keep books in which it records:

- (a) the minutes and resolutions of meetings; and
- (b) Circulating Resolutions.

11.2 Minutes and Circulating Resolutions must be signed

The Security Trustee must ensure that:

- (a) the minutes of a meeting are signed within a reasonable time after the meeting by the chairman of the meeting or by the chairman of the next meeting; and
- (b) Circulating Resolutions are signed by an Authorised Officer of the Security Trustee.

11.3 Minutes and Circulating Resolutions conclusive

Unless the contrary is proved, a minute or resolution that is recorded and signed in accordance with these provisions, is conclusive evidence:

- (a) of the matters contained in it;
- (b) that any meeting was properly called and held (and copies of any Circulating Resolution were properly sent and signed); and
- (c) that the relevant resolution or resolutions were properly passed.

12 Interpretation

12.1 References to Secured Money

Unless the contrary intention appears, a reference in these provisions to the "Secured Money", "Secured Creditors" and "Transaction Documents" is a reference to the Secured Money, Secured Creditors and Transaction Documents of the Trust in respect of which a meeting has been, or is to be, called (or in respect of which a Circulating Resolution has been, or is to be, passed).

12.2 Secured Money and Derivative Counterparties

For the purposes of these provisions only, the amount of Secured Money owing to a Derivative Counterparty on any date is taken to be the amount (if any) determined by the Derivative Counterparty in good faith which would be owing to the Derivative Counterparty if the Derivative Counterparty closed-out its Derivative Contracts at 9.00 am (Sydney time) on that date.

Lion Series Master Security Trust Deed

Signing page

DATED: 14 August 2020

Trustee

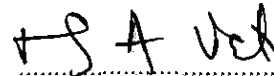
SIGNED, SEALED AND DELIVERED)
by)

as attorney for PERPETUAL)
CORPORATE TRUST LIMITED under)
power of attorney dated 21 June 2017)
in the presence of:)

)

Signature of witness)

Shanila Khan)
Name of witness (block letters))


 Maria Valenti
Transaction Manager

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

Security Trustee


SIGNED, SEALED AND DELIVERED)
by)

as attorney for P.T. LIMITED under)
power of attorney dated 21 June 2017)
in the presence of:)

)

Signature of witness)

Shanila Khan)
Name of witness (block letters))

 Maria Valenti
Transaction Manager

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

Manager

SIGNED, SEALED AND DELIVERED)
by)
Robert Agati)
as attorney for **HSBC BANK**)
AUSTRALIA LIMITED under power of)
attorney dated *16 Nov. 2011*)
in the presence of:)

Murray

.....)
Signature of witness)

MURRAY COLIN STEWART)

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

Robert Agati

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