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Security Trust Deed (BSFSF Security Trust)

between

Beenleigh Steel Fabrications Superannuation Pty Ltd
ACN 140 078 548
in its capacity as trustee for Beenleigh Steel
Fabrications Superannuation Fund
(**Borrower**)

and

BSF Holdings Pty Ltd
ACN 121 987 282
(**Mortgagor**)

and

The parties named and described in Schedule 2
(**Guarantors**)

and

Carlshurst Corporate Finance Pty Ltd
ACN 611 947 025
(**Security Trustee**)

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	Recognition Deed	Error! Bookmark not defined.

This deed is made on

24 June

2022

between **Beenleigh Steel Fabrications Superannuation Pty Ltd** ACN 140 078 548 in its capacity as trustee for Beenleigh Steel Fabrications Superannuation Fund (**Borrower**)

and **BSF Holdings Pty Ltd** ACN 121 987 282 (**Mortgagor**)

and **The parties named and described in Schedule 2** (**Guarantors**)

and **Carlshurst Corporate Finance Pty Ltd** ACN 611 947 025 (**Security Trustee**)

Recitals

- A The Borrower may now or in the future obtain loans from a Participant to be secured by the Security given to the Security Trustee.
- B The Security Trustee is willing to accept appointment and act as trustee and security agent for each Participant as beneficial holders of the Security upon and subject to the provisions of this Deed.
- C The Mortgagor and the Guarantors have agreed to give a guarantee and indemnity to the Security Trustee in respect of the obligations of the Borrower and to execute the Specified Security to which they are a party.

Now it is covenanted and agreed as follows:

1 Interpretation

1.1 Definitions

Unless the context otherwise requires:

advance means the making of any loan or other financial accommodation at any time and in any manner or by any means;

Authorised Officer means:

(a) in relation to any party, any director, secretary or person notified in that capacity by that party in or under any provision of this Deed, without withdrawal or cancellation of that notification as at that time; and

(b) in relation to the Security Trustee, any solicitor of the Security Trustee;

Attorney means any attorney of a Security Provider appointed under any Security;

bank includes any body corporate that is an authorised deposit-taking institution for the purposes of the *Banking Act 1959* (Cth);

Business Day means any day on which trading banks generally are open for business in the Specified State, excluding a Saturday, Sunday or public holiday in the Specified State;

claim means any claim, demand, right, request, requisition, requirement, direction, action, application, proceeding, allegation or legal action or proceeding, whether actual, commenced, anticipated, threatened or potential;

consent means any consent, approval, permit, permission, licence, authorisation, resolution, agreement, certificate, release, registration, filing, lodgement or exemption;

Continuing Default at any time, means any Event of Default that is continuing or subsisting or has not been rectified by the Security Provider or waived by the Security Trustee, or where the Borrower is not in full compliance with any provision of any waiver, as at that time;

Corporations Act means the *Corporations Act 2001* (Cth);

Credit Agreement means each Loan Note made between the Security Trustee as 'Lender' and the Borrower as 'Borrower';

dollar or **\$** means the lawful currency of the Commonwealth of Australia at any time;

enforcement in relation to any right or agreement, means:

- (a) any demand for payment of moneys;
- (b) the exercise of any power consequent upon any default;
- (c) the commencement of any legal action or proceeding for the recovery or protection of any property or the specific performance of any liability; and
- (d) the transfer, taking possession, management or control of any property consequent upon any default,

under that right or agreement;

Enforcement Action means the enforcement of any Security by the Security Trustee;

Establishment Fee means \$60,000.00;

Extension Fee means 0.75% of the loan amount on the extension of the term of the relevant Credit Agreement by the Security Trustee or if the loan amount is not repaid on the repayment date provided in the relevant Credit Agreement;

Event of Default means the occurrence of any default under or event of default specified in any Transaction Document;

governmental agency means the Crown in right of the Commonwealth or any State or Territory of Australia, any government, any governmental ministry or department, or any Crown, governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, municipal, local, judicial or regulatory entity, agency, instrumentality, utility, authority, court, commission, body or tribunal;

GST means any tax imposed on the supply of any goods, services, real or personal property or other things or similar tax under any GST law as defined in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as affected or interpreted by any other applicable legislation and any public or private ruling of the Commissioner of Taxation;

guarantee in relation to any person, means any guarantee, indemnity, undertaking, covenant, letter of credit, legally binding letter of comfort, suretyship document, irrevocable offer or put option or other legal liability of any nature or description:

- (a) to indemnify against the consequences of default in the payment of; or
- (b) to be responsible for,

any liability or the financial condition or solvency or insolvency of any other person;

law means any legislation, rule of the general law, including common law, equity and bankruptcy, judicial order, governmental consent and governmental requisition;

legislation means:

- (a) any statute, enactment, ordinance, code or other legislation;
- (b) any section or provision of that legislation;

- (c) any order, regulation, rule, by-law, proclamation, or statutory instrument made or issued under that legislation; and
- (d) any amendment, modification, consolidation, re-enactment or replacement of, or substitution for, that legislation;

Majority Participants means Participants whose aggregate Participant Amounts exceed two-thirds of the aggregate Participant Amounts of all Participants;

month means calendar month;

Participant means any person who now or in the future time executes a Recognition Deed;

Participant Amount in relation to any Participant, means the amount of credit in dollars committed to be advanced by that Participant under the Security Trust and set out in the Recognition Deed;

power includes any right;

PPSA means the *Personal Property Securities Act 2009* (Cth);

PPS Law means the PPSA and PPS Regulations;

PPS Regulations means the Personal Property Securities Regulations 2010 (Cth);

Receiver means a receiver, manager or receiver and manager appointed by or on behalf of the Security Trustee under any Security, and when two or more persons are appointed as receivers, managers or receivers and managers refers to each person severally as well as any two or more of them jointly;

Recognition Deed means a deed in the form and upon the terms and conditions agreed between the Participant and the Security Trustee under which the Participant agrees to provide loans or other financial accommodation to the Borrower through the Security Trustee and subject to the repayment of such loan or other financial accommodation being secured by the Security given to the Security Trustee;

right means any right, equity, interest, remedy, power or option;

Secured Moneys means all advances and liabilities now or hereafter secured under the Securities;

Secured Property means any assets of any Security Provider subject to or comprised in any Security;

Security means the Specified Security and where two or more Securities have been created at any time, each Security separately and all Securities collectively;

Security Interest means:

- (a) any interest in or right over real property as or in effect as security for the payment of a monetary obligation or observance of any other obligation including, without limitation, any mortgage or charge, trust or power;
- (b) a 'Security Interest' as defined in the PPS Law; or
- (c) a right of set-off, netting-off or combination of accounts;

Security Provider means the Mortgagor and the Guarantors;

Security Trust means the security trust created and specified in clause 2;

Security Trust Property means all present and future assets in which the Security Trustee at any time holds the legal interest, whether under any Security or otherwise, for the purposes of or in connection with the Security Trust, including:

- (a) the Settled Moneys;
- (b) the benefit of all Security and any other Transaction Documents and other agreements created by any Security Provider with or in favour of the Security Trustee;
- (c) all liabilities at any time due or payable by each Security Provider to the Security Trustee under, in relation to or in connection with any Security and all rights of the Security Trustee to or in relation to debt of any Security Provider to the Security Trustee;
- (d) all proceeds of any form or nature at any time recovered or recoverable by the Security Trustee in relation to any security trust debt, whether capital or income in nature and whether held in the name of the Security Trustee or any other person;
- (e) all the legal interest of the Security Trustee at any time in all Secured Moneys and the Secured Property;
- (f) all legal rights which the Security Trustee may have or assert or to which the Security Trustee may be entitled at any time against any Security Provider for or in relation to all Secured Moneys and the Secured Property; and
- (g) all documents evidencing the legal interest of the Security Trustee in and to all Secured Moneys and the Secured Property;

Security Trustee includes any Receiver, Attorney or employee, officer or agent of the Security Trustee for the purpose of:

- (a) clause 6 (*Indemnity*);
- (b) clause 7 (*costs*);
- (c) clause 8 (*Enforcement proceeds*); and
- (d) clause 15.10 (*Moratorium legislation*);

Settled Moneys means the amount of \$10.00 paid, or to be paid, by the Borrower to the Security Trustee to create the Security Trust;

SMSF Side Deed means the SMSF Side Deed made between the Security Trustee, the Borrower, the Mortgagor and the SMSF Beneficiaries therein described and dated on or around the date of this document;

Specified Security means any Security specified in Schedule 1;

Specified State means South Australia;

tax means any tax, duty, charge or rate levied, imposed, assessed or collected by or under any legislation or governmental agency, including GST, together with any associated interest, penalty, fine, charge and fee or other amount;

Transaction Document means:

- (a) this Deed;
- (b) the SMSF Side Deed;
- (c) the Guarantor's Indemnity Waiver;
- (d) each Credit Agreement;
- (e) each Security; and
- (f) any priority deed entered into by the Security Trustee, inter alia, with the holder of any prior Security Interest over property secured under the Security; and

Transaction Party means the Borrower and each Security Provider.

1.2 Interpretation

In this Deed:

- (a) A reference to:
 - (i) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provisions as amended, supplemented, replaced or novated;
 - (ii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party including persons taking by novation;
 - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executors, administrator or successor in title of the person;
 - (iv) anything (including a right, obligation or concept) includes each part of it; and
 - (v) a clause, paragraph, item or Schedule is a reference to a clause, paragraph or item of, or Schedule to, this document;
- (b) a singular word includes the plural, and vice versa;
- (c) a word which suggest one gender includes the other gender;
- (d) if a word is defined, another part of speech has a corresponding meaning;
- (e) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (f) the word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing;
- (g) the words Administrator, Books, Controller, Control, Financial Statements, Holding Company, Marketable Securities, Related Entity and Subsidiary have the same meanings as in the Corporations Act;
- (h) a reference to an accounting term is to be interpreted in accordance with approved accounting standards under the Corporations Act, regulations under the Corporations Act and, if not inconsistent with these accounting standards, generally accepted principles and practices in Australia consistently applied over time;
- (i) a reference to cost or costs means costs, losses, liabilities, charges, expenses, fees, imposts, levies, duties, tax, and other amounts lawfully incurred, or imposes including fines and penalties on a full indemnity basis and includes:
 - (i) legal costs (including internal legal costs) on whichever is the higher of a full indemnity basis or solicitor and own client basis;
 - (ii) amounts paid or that the Security Trustee reasonably believes are payable, to persons engaged by the Security Trustee (such as consultants) in connection with the Security Trust; and
 - (iii) the Security Trustee's internal administration costs at a rate and on the basis determined by the Security Trustee from time to time;
- (j) a reference to 'party' includes the Security Trustee, Participant, the Borrower, the Mortgagor and the Guarantors even though that person may not have executed this document;

- (k) where the Borrower or a Security Provider is required to do any act or thing under this document that party must do it at its own expense; and
- (l) headings are for convenience only and do not effect interpretation.

1.3 The SMSF Side Deed

- (a) Words and expressions defined in the SMSF Side Deed shall have the same meaning when used in this Deed.
- (b) Clause 7 of the SMSF Side Deed applies to this Deed.

1.4 Performance

Any action required to be performed under any provision of this Deed on or prior to a day which is not a Business Day must be performed on or prior to the immediately following Business Day.

1.5 Participant status

- (a) Each Participant is bound by the provisions of, and will be subject to the restrictions and limitations specified in, this Deed.
- (b) The rights and liabilities of each Participant under this Deed are several and:
 - (i) failure by any Participant to perform its liabilities does not relieve any other Participant or the Borrower of its liabilities; and
 - (ii) a Participant is not liable for the liabilities of any other Participant.

1.6 Security Trustee liability limitation

- (a) Where the Security Trustee is party to any Transaction Document as the 'Security Trustee' then it is so in its capacity as security trustee and agent of and under the Security Trust.
- (b) Any liability of the Security Trustee arising under or in connection with any Transaction Document, whether by reason of any agreement, transaction, action, omission or otherwise, may be enforced against the Security Trustee or its assets, whether by any legal action or proceeding or the commencement or initiation of any liquidation or otherwise, except to the extent that:
 - (i) that liability may be paid or satisfied from the Security Trust Property through or under any right of indemnity or exoneration of the Security Trustee against or in relation to the Security Trust Property; or
 - (ii) that right of the Security Trustee has been excluded or reduced under the provisions of any Transaction Document or any law by reason of any fraud, wilful default or gross negligence of or by the Security Trustee.

2 Security Trust creation

2.1 Security Trustee appointment

The Security Trustee at the request of the Borrower agrees, upon and subject to the provisions of this Deed:

- (a) to accept engagement and act as security trustee and agent for and on behalf of the Participants, and itself as Security Trustee to the extent of its own beneficial interest, as a Participant in relation to and in connection with the trusts and fiduciary liabilities created or contemplated by this Deed and the other Transaction Documents; and
- (b) to perform, administer and enforce the Security.

2.2 Trustee declaration

The Security Trustee declares that the Security Trustee has received and holds the Settled Moneys and all other present and future assets comprising the Security Trust Property upon and subject to the trusts, duties and provisions, together with the powers, specified in this Deed.

2.3 Trust creation

This Deed under and by virtue of this provision creates a trust of all the rights conferred upon the Security Trustee and all assets in which the Security Trustee at any time holds the legal interest under or in connection with the Security.

2.4 Trust purpose

The trust created by this provision is established for the purpose of securing to the Participants, and the Security Trustee to the extent of its own beneficial interest, the payment of the Secured Moneys.

2.5 Trust name

The name or title of the trust created by this provision is the 'BSFSF Security Trust'.

2.6 Security Trust Property

The Security Trustee declares that the Security Trustee holds all the present and future Security Trust Property in which the Security Trustee at any time holds the legal interest upon trust for the Participants, and the Security Trustee to the extent of its own beneficial interest, as Secured Parties.

3 Security Trust termination

The Security Trust and the provisions of this Deed terminates on the first occurring date being:

- (a) the date of final release of this Deed given by the Security Trustee to the Borrower under clause 11; or
- (b) the date being 30 days prior to the expiration of 80 years from the date of this Deed.

4 Security Trustee functions

4.1 Security Trustee authority

- (a) Each Participant irrevocably appoints, authorises and directs the Security Trustee:
 - (i) to act as trustee, agent and representative under and for the purposes of the Security and the Transaction Documents to which it is a party;
 - (ii) to execute the Security and the Transaction Documents to which it is a party in that capacity, with the full ratification of that Participant; and
 - (iii) to hold all moneys recovered by the Security Trustee from the Borrower under the Transaction Documents upon trust for the Participants in compliance with their respective rights and liabilities arising under this Deed.
- (b) The Security Trustee for the purposes of its functions has:
 - (i) all the powers expressly conferred upon the Security Trustee by the Security; and
 - (ii) all other powers reasonably incidental or ancillary to its express powers.

- (c) Each Participant irrevocably delegates to the Security Trustee all the legal interest in the rights of that Participant under the Transaction Documents.
- (d) The provisions of this Deed govern the mutual rights and liabilities of the Security Trustee as against the Participants and apply to any Security.
- (e) The irrevocable nature of the functions of the Security Trustee is subject to the power of replacement of the Security Trustee by the Participants conferred by clause 4.15.
- (f) The Security Trustee has no liability, except for any liability expressly specified in the Transaction Documents.

4.2 Participant control

- (a) The Security Trustee acts, and exercise its rights under, the Transaction Documents in compliance with the instructions, if any, of the Majority Participants or, where specified, all Participants.
- (b) The Security Trustee without liability may in the absence of instructions perform any action, excluding Enforcement Action, as the Security Trustee decides is in the best interests of the Participants.
- (c) Subject to clause 4.2(b) the Security Trustee must not perform any Enforcement Action, unless instructed by the Majority Participants.
- (d) Any action performed by the Security Trustee in compliance with the Transaction Documents binds all Participants.
- (e) The Security Trustee without liability may consult the Participants before giving any consent or making any decision under any Transaction Document, unless the Transaction Documents expressly provide otherwise.
- (f) The Security Trustee is not liable, despite any previous provision, to perform any action under any Transaction Document, unless the Security Trustee is previously indemnified to its satisfaction in compliance with this provision.

4.3 Protection

- (a) No Security Provider is liable to inquire whether any instructions have been given to the Security Trustee by all Participants, the Majority Participants or any Participant, or as to the provisions of those instructions.
- (b) Any action performed by the Security Trustee under the Transaction Documents will be treated as authorised by the Participants as between the Security Providers and the Participants.
- (c) For the purposes of this Deed and any Security as between the Security Providers and the Participants:
 - (i) any demand upon that Security Provider for the payment or recovery of any Secured Moneys due to any Participant must be made by the Security Trustee, or its Authorised Officer, alone on behalf of that Participant;
 - (ii) any right conferred upon the Participant is exclusively exercisable by the Security Trustee, or its Authorised Officer, alone; and
 - (iii) the receipt of the Security Trustee, or its Authorised Officer, for the payment of any Secured Moneys due to the Participants by any Security Providers constitutes a good and valid release to that Security Provider as against the Participants.

4.4 Fiduciary limitation

The liability of the Security Trustee as a trustee or fiduciary for any Participant or other person is limited and restricted only to any liability expressly specified in the Transaction Documents, to the exclusion of any other liability as a trustee or fiduciary.

4.5 Liability exclusion

Each of the Security Trustee and any agent of the Security Trustee is not liable to any Participant, whether for default under this Deed, in negligence, equitable duty or, to the fullest extent permitted by law, statutory duty or on any other ground of any nature or description, because of or in relation to:

- (a) any action or omission relating to, or any representation or warranty contained in or relying on, any finance proposal, information memorandum, Security or agreement referred to in or received under any Security;
- (b) the value, validity, effectiveness, genuineness or sufficiency of any finance proposal, information memorandum, Security or other agreement;
- (c) any failure by any Security Provider to perform any obligation of that Security Provider; or
- (d) any action or omission by the Security Trustee under any Security, except in the case of its own wilful misconduct or gross negligence.

4.6 Delegation

- (a) The Security Trustee may, instead of acting personally, engage and pay any agent to perform any action necessary, desirable or convenient for the performance of any of its rights and liabilities conferred or arising under this Deed.
- (b) The Security Trustee may by deed or other document delegate the performance and management of the trusts, rights and liabilities conferred or imposed on or otherwise arising in favour of or in relation to the Security Trustee under this Deed;
- (c) The Security Trustee is liable for any action or omission of any delegate engaged under this provision, whether within the scope of the delegation or otherwise, as if that action or omission were that of the Security Trustee itself.
- (d) The Security Trustee must hold the legal interest in all Security Trust Property in its own name, despite the engagement of any agent or delegate, unless this Deed expressly provides otherwise.

4.7 External reliance

- (a) The Security Trustee may rely and act upon any document, including any email message, facsimile transmission, telegram or telex, believed by the Security Trustee to be genuine and correct.
- (b) The Security Trustee is not liable for relying or acting upon any advice, statement or action of any professional or expert agent decided by the Security Trustee, except in the case of fraud or wilful misconduct by the Security Trustee.

4.8 Participant transfer

The Security Trustee may treat each Participant as the holder of the legal interest in the rights of that Participant under the Transaction Documents, unless and until:

- (a) the Security Trustee has received a substitution or transfer document in compliance with any applicable Transaction Document or otherwise satisfactory to the Security Trustee; and

- (b) the substitution or transfer is legally complete and effective for the purpose of making the transferee a Participant, despite prior receipt of a substitution or transfer document.

4.9 Default notice

- (a) The Security Trustee must not be treated as having received any actual notice or legal notice of the occurrence or the acceleration of payment of any Secured Moneys as a result, of an Event of Default, unless the Security Trustee has received specific notice from a Participant or Security Provider of that fact and its effect.
- (b) The Security Trustee must notify each Participant of the occurrence, or the acceleration of payment of any Secured Moneys as a result, of any Event of Default, if the Security Trustee receives specific notice from any Participant, or any Authorised Officer of the Security Trustee having day to day responsibility for the Security receives actual notice of that fact and its effect.

4.10 Security Trustee's dealings

- (a) The Security Trustee may act in the capacity of a Participant with the same rights under any Security as any other Participant, exercisable as if the Security Trustee were not acting as the Security Trustee.
- (b) The Security Trustee may:
 - (i) engage in any business activity with any Security Provider, as if it were not the Security Trustee; and
 - (ii) receive fees or other consideration for services in connection with any Security or separate, unrelated agreement, action or dealing,
 without having to account to the Participants.

4.11 Security Trustee's indemnity

- (a) Each Participant must indemnify the Security Trustee rateably in compliance with the proportion that the Participant Amount of that Participant bears to the aggregate Participant Amount of all Participants against any loss at any time incurred by the Security Trustee, directly or indirectly, for any reason or in any manner relating to or arising out of any Security, to the extent not reimbursed by the Borrower under any Security (**trust liability**).
- (b) The Security Trustee is entitled to be indemnified out of the Security Trust Property against any trust liability, to the extent not previously indemnified by the Participants.
- (c) The Security Trustee is not entitled to any indemnity from the Participants or the Security Trust Property under this provision, where the trust liability arises from the wilful misconduct or gross negligence of the Security Trustee.
- (d) The liability of any Security Provider under any Security is not affected, limited, excluded or released because of any right of indemnity conferred on the Security Trustee under this provision.

4.12 Credit analysis

Each Participant is liable for having made and continuing to make, independently and without reliance on the Security Trustee or any other Participant and based on any agreement and information as decided to be appropriate by that Participant:

- (a) its own inquiry into any business activity of the Security Providers; and
- (b) its own analysis and decision, whether or not to execute, or perform any action under, any Transaction Document.

4.13 Security compliance

The Security Trustee is not liable to keep itself informed as to the performance of any Security or other agreement by any Security Provider or to inspect any assets or business records of any Security Provider.

4.14 Security information

- (a) Each Security Provider authorises the Security Trustee without liability to provide any Participant with any information relating to the Secured Moneys, the Transaction Documents, the Secured Property or the financial condition or any business activity of each Security Provider of which the Security Trustee receives actual notice, whether in its capacity as Security Trustee or otherwise.
- (b) The Security Trustee is not liable to disclose any information relating to any Security Provider, if the Security Trustee decides, based on the advice of its legal agents that disclosure would or might constitute a default under any law or duty of confidence or secrecy.

4.15 Security Trustee replacement

- (a) The Security Trustee may resign at any time by giving notice of not less than 30 days to each Participant and to the Borrower.
- (b) The Majority Participants may remove the Security Trustee by giving notice of not less than 30 days to each of the Borrower and the Security Trustee.
- (c) The retirement of the Security Trustee through resignation or removal takes effect only upon the engagement and acceptance of a successor Security Trustee.
- (d) The Majority Participants may, following notice of resignation or removal of the Security Trustee, engage a successor Security Trustee who is approved by the Borrower and who accepts the engagement.
- (e) Any retiring Security Trustee may on behalf of the Participants engage a successor Security Trustee who accepts the engagement, if no successor Security Trustee is appointed within 30 days following notice of resignation or removal.
- (f) Any successor Security Trustee is upon acceptance of its engagement be vested with and succeed to all the rights and liabilities of the retiring Security Trustee.
- (g) A retiring Security Trustee is released from all its rights and liabilities upon acceptance of engagement by a successor Security Trustee.
- (h) The retiring Security Trustee must execute and deliver any agreement necessary or desirable to transfer to the successor Security Trustee the Transaction Documents, the Secured Property and the Security Trust Property or in any manner to effectuate the engagement of the successor Security Trustee.
- (i) This provision continues in effect concerning the rights or liabilities of the retiring Security Trustee in relation to any action or omission of the retiring Security Trustee acting in that capacity prior to retirement, despite effective replacement by a successor Security Trustee.
- (j) The Borrower must reply as soon as practicable to any request for approval by the Borrower of any proposed successor Security Trustee, which must not be withheld unreasonably.
- (k) The Borrower is liable for the reasonable costs of the engagement of a successor Security Trustee under this provision.

4.16 Security amendment

- (a) Each Participant authorises the Security Trustee to:

- (i) agree with all other relevant parties to any amendment to; or
 - (ii) grant any waiver under,
- any Security upon and subject to the terms of this provision.
- (b) The Security Trustee must not agree to any amendment or grant any waiver:
 - (i) increasing any liability or materially varying the rights of any Participant;
 - (ii) releasing any Security or Secured Property from the effect and operation of any Security;
 - (iii) varying the priority ranking of any Security or to recovery proceeds by the Security Trustee of the Secured Moneys through payment by the Borrower or Enforcement Action performed by the Security Trustee;
 - (iv) varying this provision relating to amendments or waivers by the Security Trustee; or
 - (v) affecting any provision of any Security requiring the agreement, consent or instructions of the Majority Participants.
 - (c) The Security Trustee may agree to any amendment or grant any waiver under clause 4.16(b) or otherwise, if the Majority Participants have notified their approval of the amendment or waiver to the Security Trustee.
 - (d) The Security Trustee may agree to any amendment or grant any waiver if the Security Trustee is satisfied that the amendment or waiver is only formal or technical in nature or is made or granted to correct a manifest or minor error.
 - (e) Each Participant is bound by any amendment, as if a party to the applicable amendment agreement or waiver agreed or granted by the Security Trustee under this provision.

4.17 Security Trustee's remuneration

The Borrower must pay to the Security Trustee fees and other remuneration upon provisions agreed at any time between the Borrower and the Security Trustee.

5 Further assurance

Each Security Provider must at any time, whether prior or subsequent to an Event of Default, upon request by the Security Trustee but at the full cost of the Borrower:

- (a) deposit with the Security Trustee any agreement or document relating to the Secured Property in the possession or control of the Security Provider;
- (b) execute any document and perform any action reasonably required by, and in a form and substance satisfactory to, the Security Trustee for further or more effectually securing to the Security Trustee the Secured Property or any right under any Security, including any written agreement as to liability of the Security Trustee in relation to the Secured Moneys;
- (c) ensure that any document executed under this provision is duly stamped and registered as required by the Security Trustee; and
- (d) provide written consent to any prior or subsequent completion by the Security Trustee of any document or blank provision in any document executed in favour or at the request of the Security Trustee, including any insertion of the name of the Security Trustee, or its nominee, appointee, agent or other person, as holder, proprietor or purchaser.

6 Indemnity

The Borrower must indemnify and keep indemnified the Security Trustee against any loss incurred by the Security Trustee:

- (a) resulting from any default in payment of any amount due from the Borrower under any Credit Agreement, including any principal, interest or cost, or any Event of Default; or
- (b) in procuring any report relating to any fact or action which with the giving of notice, expiry of any period of time, fulfilment of any condition or any other factual occurrence, would become an Event of Default.

7 Costs

The Borrower must indemnify the Security Trustee for any reasonable cost incurred by the Security Trustee at any time in connection with:

- (a) the preparation, negotiation, execution, performance, termination or release of, any amendment to or any consent, claim or waiver given or made under, any Transaction Document;
- (b) any rectification or remedy of any default by the Borrower under any Transaction Document;
- (c) any exercise or enforcement of any right conferred on the Security Trustee under any Transaction Document or by law;
- (d) any protection of any Transaction Document or legal interest of the Borrower or the Security Trustee;
- (e) any insurance relating to the Secured Property; and
- (f) any report relating to the Secured Property.

8 Enforcement proceeds

All moneys recovered by or on behalf of the Security Trustee, including any Receiver appointed by the Security Trustee, subsequent to any Enforcement Action by the Security Trustee under any Security must be applied in sequential order:

- (a) first, in payment of the costs of and incidental to the appointment of any Receiver and the exercise of any powers of, and all outgoings paid and liabilities incurred by, the Security Trustee or Receiver in the manner specified in that Security;
- (b) second, in payment of any remuneration to the Receiver at any rate specified in that Security;
- (c) third, in or towards payment of all Secured Moneys due to the Participants equally and rateably in the case of each Participant in the proportion that the Participant Amount of that Participant bears to the aggregate Participant Amount of all Participants; and
- (d) fourth, in payment of any surplus to the Security Provider or any other person entitled.

9 Proportionate sharing

9.1 Payment

- (a) Until the Security Trustee advises the Participant of the occurrence of an Event of Default, each Participant shall be entitled to deal with the Borrower and to receive

payments under the Credit Agreement made between the Borrower and the Participant.

- (b) Upon notification of the occurrence of an Event of Default to the Borrower and each Participant then the Borrower shall make each payment to the Security Trustee in respect of each Credit Agreement and for the period of the Continuing Default or Enforcement Action.

9.2 Separate recovery adjustment

- (a) This provision applies in the event that at any time during any Continuing Default any Participant recovers by any means, including by way of set-off, any Secured Moneys and any Secured Moneys relative to any other Participant remain unpaid.
- (b) The recipient Participant must immediately notify the Security Trustee.
- (c) The recipient Participant must immediately pay to the Security Trustee the amount of those Secured Moneys as if the recovery had resulted from Enforcement Action by the Security Trustee.
- (d) The Security Trustee must treat the payment as if its recovery were a payment made by the Borrower or any Security Provider on account of the Secured Moneys due to all Participants.
- (e) The payment is deemed to have been made directly by the Security Provider to the Security Trustee in compliance with this Deed, and not to the recipient Participant, and the recipient Participant is deemed not to have recovered the amount of that payment and the liability of the Security Provider to the recipient Participant must not be reduced or released because of that payment.

10 Control accounts

- (a) In the event that the Security Trustee is required to enforce the Security then the Security Trustee must maintain accounts showing the aggregate of all moneys paid to or by the Security Trustee at any time on account of the relevant Security Provider and the Participants under any Security, together with all accrued interest, fees and charges.
- (b) The accounts kept by the Security Trustee constitutes sufficient evidence, in the absence of proof to the contrary, of the amount due from the relevant Security Provider at any time under any Security.

11 Termination

- (a) This Deed terminates and the Security Providers are released from any liability under this Deed upon the Security Trustee, acting upon the instructions of all Participants, giving a written notice to that effect to the Security Providers (**final release**).
- (b) The Security Trustee must provide a final release upon request by the Borrower where:
 - (i) the Security Trustee has recovered full payment of the Secured Moneys due to each Participant, where that Participant has no reason to suspect that any payment is or may be invalid; and
 - (ii) any commitment of each Participant at any time to make advances to the Borrower under any Credit Agreement has been terminated.

12 Assignment

12.1 Security Provider assignment

Each Security Provider must not transfer any right or liability under any Transaction Document, without the prior written consent of the Security Trustee acting on the instructions of all the Participants.

12.2 Participant assignment

Any Participant may at any time transfer any right or liability under any Transaction Document to any person on execution by that person of a Recognition Deed, except where that Transaction Document provides otherwise.

13 Notices

Any notice or other communication to or by a party to this Deed:

- (a) may be given by personal service, post or facsimile;
- (b) must be in writing, legible and in English addressed as shown below:

- (i) if to the Borrower and the Security Provider:

Address:	41 Magnesium Drive CRESTMEAD QLD 4122
Facsimile	+617 3803 6266
Email	Frank.Boyes@beenleighsteel.com.au
Attention:	Frank Boyes

- (ii) if to the Security Trustee:

Address:	Level 4, 20 Grenfell Street ADELAIDE SA 5000
Facsimile:	+61 8 8231 3888
Email:	david.crase@crase.com.au
Attention:	David Crase

or to any other address last notified by the party to the sender by notice given in compliance with this provision;

- (c) in the case of a company must be signed by an Authorised Officer of the sender; and
- (d) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if posted, four Business Days after the date of posting to the addressee, whether delivered or not; or
 - (iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause;

but if the delivery or receipt is on a day which is not a Business Day or is after 4pm in the place of delivery or receipt, it is deemed to have been received at 9am on the next Business Day;

- (e) a communication by email is taken to be in writing and signed by the named sender. A communication if sent electronically by email is taken to be received, on the earlier of:
 - (i) receipt by the sender of an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the sender's email system) (being counted as hours from 9am to 5pm on a Business Day) unless the sender receives an automated message that the email has not been delivered or the recipient is 'out of office';
- (f) if a communication is received by any Security Provider all the Security Providers are deemed to have received the communication.

14 Governing law and jurisdiction

14.1 Governing law

This Deed is governed by and construed under the law of the Specified State.

14.2 Jurisdiction

Any legal action in relation to this Deed against the Borrower or its property may be brought in any court of competent jurisdiction in the Specified State and, by execution of this Deed, that Borrower:

- (a) irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of that court in relation to both itself and its property;
- (b) irrevocably waives any claim or objection as to venue or inconvenience of forum in relation to any legal action in that court at any time; and
- (c) consents to service of process out of that court in any legal action, effective upon receipt, by the mailing of copy of process by registered or certified airmail postage prepaid to it as its address for service for written notice for the purposes of this Deed.

15 General provisions

15.1 Continuing performance

Any indemnity under this Deed constitutes a liability of the Borrower separate and independent from any other liability of that party under this Deed or any other agreement.

15.2 Document preparation

This Deed is not to be construed to the disadvantage of the Security Trustee because the Security Trustee was responsible for its preparation.

15.3 Fees

- (a) The Borrower must pay the Establishment Fee to the Security Trustee. The Security Trustee shall deduct the Establishment Fee from each Participant Amount rateably at the time of advance of the Participants Amount to the Borrower. The Establishment Fee is to meet the costs of the transaction and any remaining amount as a Security Trustee's fee for facilitating the provision of loans under this Deed.

- (b) The Borrower must pay the Extension Fee to the Security Trustee at the time of the extension of the term of the loan to the Borrower or on the repayment date for the loan provided in the relevant Credit Agreement if not repaid on that date. The Extension Fee is to meet the costs of the extension and any remaining amount as a Security Trustee's fee under this Deed.

15.4 Security Trustee's ability to Charge

In the event that:

- (a) the Security Trustee is required to manage any aspect of the administration of the Security Trust, the Security or the secured property under the Security or any other Transaction Documents; or
- (b) a Security Provider defaults in the prompt performance of its obligations under this Deed or any Security

the Borrower shall pay fees (which are calculated on the basis of time spent) for any work performed by officers or employees of Security Trustee in connection with the above matters at the following rates:

- (c) \$270.00 per hour plus GST or part thereof for attendances by a director; and
- (d) \$70.00 per hour plus GST or part thereof for attendances by secretarial/administrative staff.

15.5 Consents

Any consent of the Security Trustee for anything under this Deed depending on that consent may be given conditionally or unconditionally or withheld in the absolute discretion of the Security Trustee, except where this Deed specifies otherwise.

15.6 Variations

This Deed cannot be amended except in writing executed by or on behalf of the parties.

15.7 Waivers

- (a) Any failure, delay or indulgence by the Security Trustee in exercising any right conferred on the Security Trustee under this Deed does not operate as a waiver of that right.
- (b) A single or partial exercise of the right does not preclude any other or further exercise of any other right conferred on the Security Trustee under this Deed.
- (c) A waiver by the Security Trustee of any default by any Security Provider under this Deed does not operate as a waiver of any other default by that Security Provider.

15.8 Remedies

The rights of the Security Trustee under this Deed are cumulative and not exclusive of any rights provided by law.

15.9 Severability

Any provision of this Deed which is invalid in any jurisdiction must in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Deed in other case,

without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

Schedule 2

Guarantors

- 1 **Frank Raymond Boyes** of 8 Poinciana Place, Jacobs Well QLD 4208
- 2 **Roslyn Patricia Boyes** of 8 Poinciana Place, Jacobs Well QLD 4208
- 3 **Mark James Finney** of 905F Main Western Road, Tamborine Mountain QLD 4272
- 4 **Victoria Myrtle Finney** of 905F Main Western Road, Tamborine Mountain QLD 4272
- 5 **Beenleigh Steel Fabrications Pty. Ltd.** ACN 140 078 548 of 41 Magnesium Drive, Crestmead QLD 4132

Security Trust Deed – signing page

Executed as a deed

Borrower


Executed as a deed by Beenleigh Steel Fabrications Superannuation Pty Ltd ACN 140 078 548 in its capacity as trustee for Beenleigh Steel Fabrications Superannuation Fund in accordance with section 127 of the *Corporations Act 2001* (Cth):



Director

MARK FINNEY

Name of Director
BLOCK LETTERS



*Director/*Company Secretary

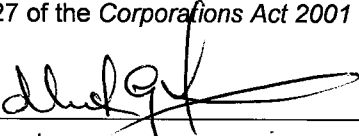
FRANK BOYES

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Security Trust Deed – signing page

Mortgagor


Executed as a deed by **BSF Holdings Pty Ltd**
ACN 121 987 282 in accordance with section
127 of the *Corporations Act 2001* (Cth):



Director

MARK FINLEY

Name of Director
BLOCK LETTERS



*Director/*Company Secretary

FRANK BOYES

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

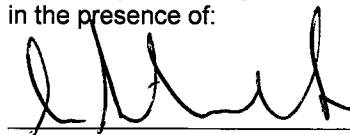
Security Trust Deed – signing page

Guarantors

Signed as a deed by
Frank Raymond Boyes
in the presence of:



Frank Raymond Boyes



Witness signature

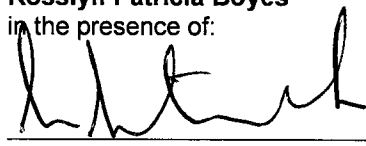
MICHAEL STOECKERT

Name of witness
BLOCK LETTERS

Signed as a deed by
Rosslyn Patricia Boyes
in the presence of:



Rosslyn Patricia Boyes

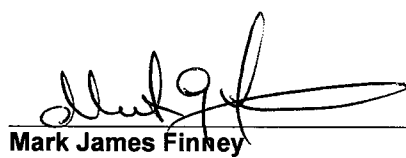


Witness signature

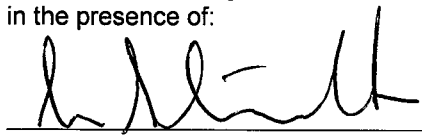
MICHAEL STOECKERT

Name of witness
BLOCK LETTERS

Signed as a deed by
Mark James Finney
in the presence of:



Mark James Finney



Witness signature

MICHAEL STOECKERT

Name of witness
BLOCK LETTERS

Security Trust Deed – signing page

Guarantors

Signed as a deed by
Victoria Myrtle Finney
in the presence of:


Victoria Myrtle Finney

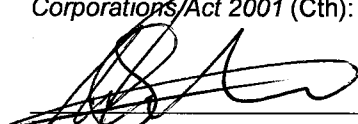


Witness signature

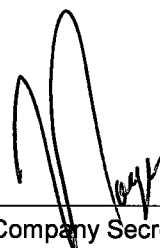


Name of witness
BLOCK LETTERS

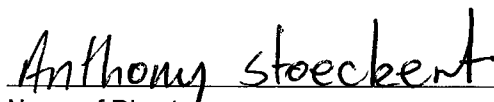
Executed as a deed by **Beenleigh Steel Fabrications Pty. Ltd.** ACN 140 078 548 in accordance with section 127 of the *Corporations Act 2001* (Cth):



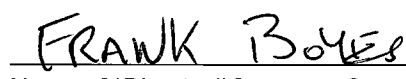
Director



*Director/*Company Secretary



Name of Director
BLOCK LETTERS

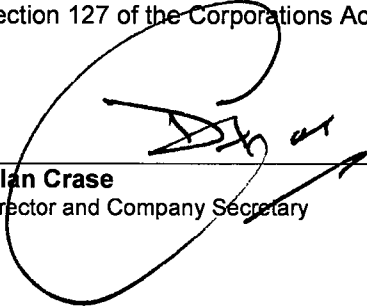


Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Security Trust Deed – signing pages

Security Trustee

Executed as a deed by Carlshurst Corporate Finance Pty Ltd ACN 611 947 025 by its sole director and company secretary in accordance with Section 127 of the Corporations Act 2001:



David Ian Crase
Sole Director and Company Secretary