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Attachment A

SECURITY DEED

Prepared by

sbn

taxation and commercial

SBN Lawyers Pty Ltd
Level 1, 16 Spring Street
Sydney NSW 2000

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SECURITY DEED

relating to

Unit 1, 10-12 Deeds Road Camden Park SA 5038
(‘the Underlying Property’)

made as between

Robert Easton Adams
Marianne Adams

as trustees of the
R and M Adams Superannuation Fund
(‘the RSF Trustee’)

and

R & M Adams Property Pty Ltd ACN 138 059 640
(‘the Security Trustee’)

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SECURITY DEED

Date 2009

This Deed is made _____

BETWEEN

Robert Easton Adams of
18 Waterfall Terrace
Burnside SA 5066

Marianne Adams of
18 Waterfall Terrace
Burnside SA 5066

(‘the RSF Trustee’)

AND

R & M Adams Property Pty Ltd ACN 138 059 640 of
18 Waterfall Terrace
Burnside SA 5066

(‘the Security Trustee’)

1. Background

- A. The RSF Trustee is trustee of R and M Adams Superannuation Fund which is a complying self-managed superannuation fund as defined in section 17A of the *Superannuation Industry (Supervision) Act 1993* (Cth) ('**the SIS Act**').
- B. The RSF Trustee may enter into a loan agreement with a third party Lender that satisfies subsection 67(4A) of the Superannuation Industry (Supervision) Act 1993 (Cth) ('**the SIS Act**').
- C. The parties have agreed that the RSF Trustee is to provide the whole of the purchase price and stamp duty for the acquisition of a property situated at Unit 1, 10-12 Deeds Road Camden Park SA 5038 ('**the Underlying Property**').
- D. The Security Trustee has agreed to hold the Underlying Property when it is acquired under a bare trust relationship wholly and exclusively for the benefit of the RSF Trustee.

The Security Trustee declares and acknowledges

1. Definitions

In this Deed unless the contrary intention appears:

- 1.1 'Completion Payment' means the final payment in satisfaction of all monies owing (including interest and other costs) by the RSF Trustee to the Lender
- 1.2 'Lender' means National Australia Bank Limited ACN 004 044 937
- 1.3 'Loan' means any loan provided by the Lender to the RSF Trustee in connection with the Underlying Property.

2. Background

The parties hereby declare and acknowledge that the matters described in the Background are true and correct in every material particular and form part of this Deed.

3. Acknowledgement of bare trust relationship

- 3.1 The Security Trustee hereby declares and acknowledges that it will hold the Underlying Property subject to a bare trust relationship solely and wholly for the benefit of RSF Trustee.
- 3.2 To the maximum extent possible under the law, the Security Trustee has no right to indemnification with respect to the Underlying Property or any obligation or liability incurred by the Security Trustee in respect of the Underlying Property or in connection with any financial accommodation provided by the Lender to the RSF Trustee.
- 3.3 For the avoidance of doubt, and to the maximum extent possible under the law, subsection 35(2) of the *Trustee Act 1936* (SA) has no application to the bare trust relationship as between Security Trustee and the RSF Trustee with respect to the Underlying Property.

4. Rent and distributions from the Underlying Property

- 4.1 After deduction of any amount allowed by the Security Trustee as a consequence of holding the Underlying Property, the Security Trustee will cause all rent and any other distributions received by it and referable to the Underlying Property to be paid to the RSF Trustee.
- 4.2 The RSF Trustee hereby directs the Security Trustee to make any payments received under clause 4.1 to an account held by the RSF Trustee with the Lender.

5. Transfer of the Underlying Property

- 5.1 On receipt by the Lender of the Completion Payment the Security Trustee will, in accordance with any written directions and instructions from the RSF Trustee, cause the legal title in the Underlying Property to be transferred to the RSF Trustee, or a nominee of the RSF Trustee.
- 5.2 If the Security Trustee is directed to dispose of the Underlying Property, then after the Security Trustee receives the proceeds of the disposal, the Security Trustee will pay to the RSF Trustee the net proceeds (after the repayment of the Loan made by the Lender to the RSF Trustee together with all interest and costs payable to the Lender) less any expenses incurred by the Security Trustee in the disposal.

6. Apparent purchaser relationship

Both the Security Trustee and the RSF Trustee declare and acknowledge that applies to the relationship as between the Security Trustee and the RSF Trustee with respect to the Underlying Property. Specifically:

- 6.1 The Security Trustee declares and acknowledges that it is the 'apparent purchaser', as contemplated by with respect to the Underlying Property;
- 6.2 The Underlying Property is to be held upon bare trust by the Security Trustee for the RSF Trustee, with the RSF Trustee the 'real purchaser', as contemplated by with respect to the Underlying Property; and
- 6.3 All of the money for the acquisition of the Underlying Property (including stamp duty) has or will be provided by the RSF Trustee.

7. Governing law

This Deed shall be governed by and construed in accordance with the laws of South Australia.

STATUTORY DECLARATION

Commonwealth of Australia

I / We, Robert Easton Adams, of
 18 Waterfall Terrace
 Burnside SA 5066

AND Marianne Adams, of
 18 Waterfall Terrace
 Burnside SA 5066

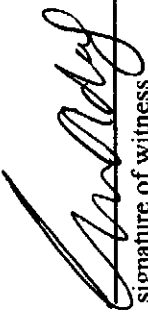
Do solemnly and sincerely declare that:

1. **R & M Adams Property Pty Ltd ACN 138 059 640 ('the Company')** is intending to be the 'apparent purchaser', for the purposes of of a property known and situated at **Unit 1, 10-12 Deeds Road Camden Park SA 5038 ('the Property')**;
2. The 'real purchaser' of the property for the purposes of is the **R and M Adams Superannuation Fund ('the Fund')**, which is a complying self-managed superannuation fund as defined in section 17A of the *Superannuation Industry (Supervision) Act 1993* (Cth) (**'the SIS Act'**);
3. We are the trustees of **the Fund**
4. The Property has not yet been purchased by the Fund as 'real purchaser' via the Company as the 'apparent purchaser';
5. The Fund will provide the purchase money for the Property, including:
 - 5.1 any deposit payable under any agreement for the purchase of the Property; and
 - 5.2 any stamp duty payable for the acquisition of the Property;
6. The Fund and the Company have entered into a deed entitled 'Security Deed' and dated
7. The Security Deed evidences the declaration of trust made by the Company as apparent purchaser for the Fund as the real purchaser as contemplated by ,

Executed as a Deed

EXECUTED AS THE RSF TRUSTEE

Signed Sealed & Delivered by
Robert Easton Adams
in the presence of

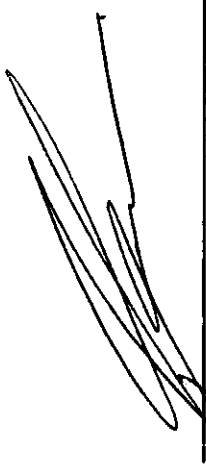

signature of witness


Eden Adams
name of witness

Signed Sealed & Delivered by
Marianne Adams
in the presence of


signature of witness


Eden Adams
name of witness



Robert Easton Adams


Marianne Adams

EXECUTED AS THE SECURITY TRUSTEE

Signed for and on behalf of
R & M Adams Property Pty Ltd
ACN 138 059 640
in accordance with the constitution of the
company


Robert Easton Adams - director/sole director


Marianne Adams - director

and I/we make this solemn declaration by virtue of the *Statutory Declarations Act 1959* (Cth) and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

City of Burnside
401 Greenhill Road
MUSMORE SA 5065
Declared at [MUSMORE SA 5065] this 4th day of Feb 2009
before me

R. A. Stevens
Signature of person before whom the declaration is made
Reece Harold Stevens 16319
Justice of the Peace for South Australia
Signature of person making the declaration
Robert Adams
Full name of declarant

City of Burnside
401 Greenhill Road
MUSMORE SA 5065
Declared at [MUSMORE SA 5065] this 4th day of Feb 2009
before me

R. A. Stevens
Signature of person before whom the declaration is made
Reece Harold Stevens 16319
Justice of the Peace for South Australia
Signature of person making the declaration
Marianne Adams
Full name of declarant

Declared at [.....] this] day of] 2009
before me
Signature of person before whom the declaration is made
Signature of person making the declaration

Title of person before whom the declaration is made
Full name of declarant

Declared at [.....] this] day of] 2009
before me

Signature of person before whom the declaration is made
Signature of person making the declaration
Title of person before whom the declaration is made
Full name of declarant

MINUTES

Page No.

MINUTES OF A MEETING OF THE TRUSTEES OF R AND M ADAMS SUPERANNUATION FUND
HELD AT 18 WATERFALL TERRACE BURNSIDE SA 5066

ON 4 July 2009 AT 11:30 Time of Meeting AMP
Date of Meeting

PRESENT:

in the chair - Robert Easton Adams
Marianne Adams

INVESTMENT STRATEGY:

The Chairman tabled a revised investment strategy for the fund. The revised strategy provides for the trustees to invest in direct property using an instalment warrant arrangement under Section 67(4A) of SIS.

IT WAS RESOLVED to adopt the revised Investment Strategy for the fund

PURCHASE OF PROPERTY:

IT WAS RESOLVED that the fund purchase a property at Unit 1, 10-12 Deeds Road Camden Park SA 5038 and that the property be held on trust for the fund by R & M Adams Property Pty Ltd ACN 138 059 640 under an arrangement that satisfies Section 67(4A) of SIS.

IT WAS FURTHER RESOLVED that the trustees execute the necessary documentation to purchase the property.

BORROWINGS:

IT WAS RESOLVED that the trustees enter into a borrowing arrangement with National Australia Bank Limited that satisfies Section 67(4A) of SIS.

SECURITY DEED/INSTALMENT DEED

The Chairman tabled a number of legal documents prepared by SBN Lawyers Pty Ltd that are required to be signed to establish the bare trust and instalment arrangement to satisfy Section 67(4A).

IT WAS RESOLVED that the trustees sign the documents as tabled.

PRODUCT DISCLOSURE STATEMENT:

All of the members of the fund are also trustees of the fund and all of them have access to all of the documentation of the fund. Accordingly, the fund is exempt from the requirement to issue a PDS under section 1012D(2A) of the Corporations Act.

IT WAS RESOLVED that the fund not issue Product Disclosure Statements as a result of this transaction.

CLOSURE:

There being no further business the meeting was declared closed.

Signed as a true and correct record
of the proceedings of the meeting


Date: 4/7/09 Chairman