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**Adams 1 Deeds Road Trust**

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THIS DEED is made the 15 day of December 2020

**BETWEEN:**

Armatech Security Pty Ltd ACN 109 360 143 of Level 5, 195 North Terrace, Adelaide, South Australia 5000.

(Trustee)

**AND**

R & M Adams Superannuation Nominees Pty Ltd ACN 165 831 710 as Trustee for R & M Adams Superannuation Fund of Level 5, 195 North Terrace, Adelaide, South Australia 5000.

(Beneficial Owner)

**RECITALS**

- A. The Trustee and the Beneficial Owner mutually agree that the Trustee shall hold the property specified in the Schedule ("Property") as bare trustee for the Beneficial Owner.
- B. The Beneficial Owner confirms that it enters into this Deed as Trustee of R & M Adams Superannuation Fund.

**WHEREAS:**

**1. Name of Trust**

1.1 The Trust hereby constituted shall be known by the name set out in the Schedule.

**2. Operative Provisions**

2.1 This Deed supersedes any previous deed entered into between the Trustee and the Beneficial Owner, wherein the Deed purports to establish a Bare Trust in respect to the Property specified in the Schedule.

2.2 The Trust is hereby declared and established by the Trustee's execution of this Deed.

2.3 The Property will at times be held by the Trustee upon trust for the Beneficial Owner who has provided all of the purchase moneys.

- 2.4 The Beneficial Owner is and at all times has been absolutely entitled to the benefit of the Property, together with all earnings, profits or gains accrued or to accrue in respect of the Property.
- 2.5 The Trustee has not and will not provide any of the purchase moneys and the real purchaser is the Beneficiary.
- 2.6 The Beneficial Owner has a right to acquire legal ownership of the Property by making one or more payments after acquiring the beneficial interest in the Property.
- 2.7 The Trustee or the Trustee's successors or assigns will execute and deliver, when called upon by the Beneficial Owner, a transfer of the Property to the Beneficial Owner.
- 2.8 The Trustee has been authorised to complete any purchase, sale of land agreement and registration of transfer of the Property as instructed by the Beneficial Owner.
- 2.9 The Trustee undertakes to deal with the Property and exercise and perform all the rights duties and powers relating to the Property only as directed by the Beneficial Owner.

### **3. General**

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#### **3.1 Capacity**

Each party represents to the other that it has full power, capacity and authority to execute and perform its obligations under this Deed and all necessary corporate, shareholder and other action (if necessary) has been taken to authorise the execution and performance of the same.

#### **3.2 Governing law**

This Deed is governed by and shall be construed pursuant to the laws, both common and legislative, for the time being and from time to time in force in the State or Territory where the Property is located.

### **SCHEDULE**


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**Item 1 - Trust Name:** Adams 1 Deeds Road Trust

**Item 2 - Property:** 1 Deeds Road, Camden Park, South Australia 5038

Executed as a Deed.

Executed by R & M Adams Superannuation  
Nominees Pty Ltd ACN 165 831 710 in  
accordance with Section 127 of the  
Corporations Act in the presence of:

)   
) Director  
) Robert Adams  
) 18 Waterfall Terrace  
) Burnside, South Australia 5066

  
Director  
Marianne Adams  
18 Waterfall Terrace  
Burnside, South Australia 5066

Executed by Armatech Security Pty Ltd  
ACN 109 360 143 in accordance with its  
Constitution in the presence of:

  
Sole Director  
Robert Adams  
18 Waterfall Terrace  
Burnside, South Australia 5066



Vertragsnummer: 123456789

Datum: 15.01.2024

Wir, die Unterzeichneten, haben hiermit ein Agency Agreement zwischen uns geschlossen. Dieses Agreement regelt die Zusammenarbeit zwischen uns in Bezug auf die Vermarktung und den Vertrieb von Produkten und Dienstleistungen.

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# AGENCY AGREEMENT

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Das Agency Agreement besteht aus dem vorliegenden Dokument sowie den Anlagen und den Allgemeinen Geschäftsbedingungen der Agentur, die hiermit in Bezug genommen werden.

Die Parteien sind sich einig, dass dieses Agreement die ausschließliche Vertretung der Agentur für die Dauer der Vertragslaufzeit darstellt.

Die Vertragslaufzeit beginnt am 15.01.2024 und endet am 31.12.2024. Ein Verneinung der Vertragslaufzeit ist nur durch schriftliche Vereinbarung der Parteien möglich.

Die Parteien sind sich einig, dass dieses Agreement die ausschließliche Vertretung der Agentur für die Dauer der Vertragslaufzeit darstellt.

Die Parteien sind sich einig, dass dieses Agreement die ausschließliche Vertretung der Agentur für die Dauer der Vertragslaufzeit darstellt.

THIS AGENCY AGREEMENT is made the 15 day of December 2020

## 1. PARTIES

1.1 Armatech Security Pty Ltd ACN 109 360 143 of Level 5, 195 North Terrace, Adelaide, South Australia 5000 ("Trustee")

1.2 R & M Adams Superannuation Nominees Pty Ltd ACN 165 831 710 as Trustee of R & M Adams Superannuation Fund of 18 Waterfall Terrace, Burnside, South Australia 5066 ("Beneficial Owner")

## RECITALS

The Beneficial Owner seeks to appoint the Trustee as Agent to acquire a property (the "Property") on behalf of the Beneficial Owner.

The Trustee will simultaneously enter into a Bare Trust Deed setting out the terms, conditions and obligations of the Trustee as bare Trustee.

The Beneficial Owner proposes to borrow funds under a limited recourse loan agreement with Robert Adams and Marianne Adams to fund the acquisition of a property (the "Property") by the Trustees as Agent on the Beneficial Owner's behalf and the Trustee proposes to mortgage the Property to Robert Adams and Marianne Adams.

NOW IT IS AGREED as follows:

## 2. AGENCY APPOINTMENT

The Trustee:

2.1 **HEREBY ACKNOWLEDGES, AGREES AND ACCEPTS** appointment as Agent on behalf of the Beneficial Owner to undertake all things necessary, including but not limited to the execution of all property acquisition and transactional documentation, to enable the acquisition of the Property as Agent for the Beneficial Owner AND TO hold the Property being the whole of the land situated at 1 Deeds Road, Camden Park, South Australia 5038 on trust for the Beneficial Owner subject to the Mortgage granted to Robert Adams and Marianne Adams in accordance with the terms of this Agreement and the Bare Trust Deed.

2.2 **HEREBY UNDERTAKES** to observe all terms, conditions and obligations contained in this Agreement, the Bare Trust Deed or the laws from time to time imposed on Agents and to do as directed by the Beneficial Owner until the Property transfers to the Beneficial Owner as legal owner.

2.3 **ACKNOWLEDGES** that full beneficial interest in the Property remains with the Beneficial Owner.

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### **3. BENEFICIAL OWNER**

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3.1 The Beneficial Owner undertakes to the Trustee that it shall:

- (a) pay all deposit monies required to be paid under the Contract of Sale;
  - (b) pay the balance of settlement monies to the Vendor or as directed by the Vendor to enable the transfer of the Property to the Trustee on behalf of the Beneficial Owner;
  - (c) pay all duties, fees, charges, taxes, costs or any other charge, including those incurred by the Trustee in respect to the Property irrespective of nature, applying to or in relation to the acquisition or holding of the Property immediately upon the same becoming due and payable; and
  - (d) enter into a Bare Trust Deed with the Trustee to establish the further relationship of Trustee and Beneficiary in respect to the property being acquired and mortgaged to Robert Adams and Marianne Adams.
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### **4. TRUSTEE**

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4.1 The Trustee undertakes to the Beneficial Owner that it shall:

- (a) acquire the Property as Agent for the Beneficial Owner and execute all things necessary to complete the acquisition and further mortgage the Property to Robert Adams and Marianne Adams by way of a limited recourse loan.
- (b) observe and perform all directions, directives and requests of the Beneficial Owner at all times;
- (c) act in a timely manner;

4.2 The Trustee acknowledges that it merely acts as Agent for the Beneficial Owner and shall not be entitled to any income, profit, rental, increase in value or any other monetary, legal or equitable interest in the Property.

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## 5. MISCELLANEOUS

### 5.1 Successors


A reference to a party in this deed includes a reference to that party's executors, administrators, successors, legal personal representatives, substitutes and assigns.


### 5.2 Jurisdiction

This Deed is governed by and shall be construed pursuant to the laws, both common and legislative, for the time being and from time to time in force in the State or Territory where the Property is located.

Executed as an Agreement.

Executed by **R & M Adams Superannuation Nominees Pty Ltd ACN 165 831 710** in accordance with Section 127 of the Corporations Act in the presence of:

)   
) Director  
) Robert Adams  
) 18 Waterfall Terrace  
) Burnside, South Australia 5066

  
Director  
Marianne Adams  
18 Waterfall Terrace  
Burnside, South Australia 5066

Executed by **Armatech Security Pty Ltd ACN 109 360 143** in accordance with its Constitution in the presence of:

  
Sole Director  
Robert Adams  
18 Waterfall Terrace  
Burnside, South Australia 5066



**STATUTORY DECLARATION**

**I, Robert Adams of 18 Waterfall Terrace, Burnside, South Australia 5066 DO SOLEMNLY AND SINCERELY DECLARE as follows:**

1. I am one of the Trustees of the Beneficial Owner and I am authorised to make this Statutory Declaration.
2. The Trustee, Robert Adams and Marianne Adams, is the Trustee of the Beneficial Owner, R & M Adams Superannuation Fund, referred to in a Deed of Trust made between the Trustee and R & M Adams Superannuation Nominees Pty Ltd ACN 165 831 710 as Trustee of Adams 1 Deeds Road Trust in respect of the property known as 1 Deeds Road, Camden Park, South Australia 5038.
3. The whole of the deposit was paid and the whole of the balance of purchase moneys will be paid by the Beneficial Owner or the whole of the deposit will be paid and the whole of the balance of purchase moneys will be paid by the Beneficial Owner.
4. It was/is the intention of all parties at all material times the Property/Bare Trustee will hold the property in trust for the Beneficial Owner absolutely.
5. The Trustee of the Beneficial Owner is a company incorporated prior to the date of the Deed of Trust.

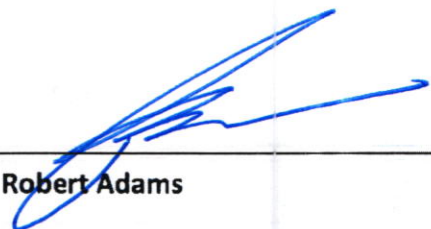
**AND I acknowledge that this statutory declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.**

Subscribed and declared  
at Burnside  
on 15<sup>th</sup> December 2020  
before me:

PhD Student  
Occupation

18 Waterfall Tce, Burnside  
Address of witness

R Adams  
Signature of witness

  
\_\_\_\_\_  
Robert Adams



**STATUTORY DECLARATION**

I, **Marianne Adams** of **18 Waterfall Terrace, Burnside, South Australia 5066** DO SOLEMNLY AND SINCERELY DECLARE as follows:

1. I am one of the Trustees of the Beneficial Owner and I am authorised to make this Statutory Declaration.
2. The Trustee, Robert Adams and Marianne Adams, is the Trustee of the Beneficial Owner, R & M Adams Superannuation Fund, referred to in a Deed of Trust made between the Trustee and R & M Adams Superannuation Nominees Pty Ltd ACN 165 831 710 as Trustee of Adams 1 Deeds Road Trust in respect of the property known as 1 Deeds Road, Camden Park, South Australia 5038.
3. The whole of the deposit was paid and the whole of the balance of purchase moneys will be paid by the Beneficial Owner or the whole of the deposit will be paid and the whole of the balance of purchase moneys will be paid by the Beneficial Owner.
4. It was/is the intention of all parties at all material times the Property/Bare Trustee will hold the property in trust for the Beneficial Owner absolutely.
5. The Trustee of the Beneficial Owner is a company incorporated prior to the date of the Deed of Trust.

AND I acknowledge that this statutory declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

Subscribed and declared

at

on

before me:

202\_\_

PhD Student

Occupation

18 Waterfall TCE, Burnside

Address of witness

Adams

Signature of witness

Marianne Adams  
Marianne Adams

**MINUTES OF MEETING  
OF**

**R & M Adams Superannuation Nominees Pty Ltd  
ACN 165 831 710**

**At Level 5, 195 North Terrace, Adelaide, South Australia 5000**

**On the 15<sup>th</sup> day of December 2020**

**Present: Robert Adams and Marianne Adams**

**Resolution: It was resolved that Armatech Security Pty Ltd would enter into the Deed of Trust for purposes of establishing Adams 1 Deeds Road Trust to acquire the property known as 1 Deeds Road, Camden Park, South Australia 5038 as Property Trustee to be held on Trust for the beneficial owner of the property, namely R & M Adams Superannuation Fund.**

It was agreed that the property trustee would do all things necessary to assist the trustee of R & M Adams Superannuation Fund to obtain a loan for the purpose of purchasing and completing the acquisition of the said property.

This is a true and accurate record of the Minutes of Meeting of the Company.



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Chairperson

**R & M Adams Superannuation Nominees Pty Ltd**  
**ACN 165 831 710**  
**As Trustee of**  
**R & M Adams Superannuation Fund**

(Borrower)

AND

**Armotech Security Pty Ltd**  
**ACN 109 360 143**  
**As Trustee of**  
**Adams 1 Deeds Road Trust**

(Collateral Mortgagor/Bare Trustee)

AND

**Robert Adams and Marianne Adams**

(Lender)

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**LOAN FACILITY AGREEMENT**

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## LOAN FACILITY AGREEMENT

THIS LOAN FACILITY AGREEMENT is made the

15<sup>th</sup> day of December 2020

### BETWEEN

Robert Adams and Marianne Adams of 18 Waterfall Terrace, Burnside, South Australia 5066.

("the Lender")

### AND

R & M Adams Superannuation Nominees Pty Ltd ACN 109 360 143 as Trustee for R & M Adams Superannuation Fund of 18 Waterfall Terrace, Burnside, South Australia 5066.

("the Borrower")

### AND

Armatech Security Pty Ltd ACN 109 360 143 as Trustee for the Adams 1 Deeds Road Trust of Level 5, 195 North Terrace, Adelaide, South Australia 5000.

("the Collateral Mortgagor/Bare Trustee")

### RECITALS

- A. The Lender has at the request of the Borrower agreed to advance to the Borrower the sum of \$350,000.00 subject to the terms, conditions, and provisions contained in this agreement for the purpose of assisting the Borrower to complete its purchase of the security.
- B. The Borrower has agreed to secure the payment to the Lender of the moneys secured (which expression is defined in Clause 17) by obtaining execution of collateral freehold real estate mortgage over the property referred to in the Schedule (hereinafter collectively referred to as "the security property") by the Collateral Mortgagor /Bare Trustee.
- C. The Lender and the Borrower have agreed that as at the Date of this Agreement the amount of the Principal Sum advanced to the Borrower shall not exceed the equivalent of 70% of the total assessed market value of the security property (as assessed by an experienced real estate valuer nominated by the Lender) mortgaged to the Lender as part of the security for the moneys secured.



**IT IS AGREED:**

**1. LOAN FACILITY**

Subject to the provisions of Clause 3.1 the Lender hereby agrees to lend to the Borrower the sum of **\$350,000.00** (hereinafter called "the Principal Sum") upon receipt from the Borrower of one or more written requests to do so. When making a written request for an instalment of the Principal Sum the Borrower must nominate a business day for settlement which day must not be less than two clear business days from the making of the request unless otherwise agreed by the parties. The Borrower and the Lender acknowledge that in entering into this transaction it is their intent that the amount of the Principal Sum advanced to the Borrower as at the date of this Agreement is not to exceed the equivalent of 70% of the security property's assessed market value at such time (hereinafter referred to as "the land value lending ratio").

**2. REPAYMENT OF THE LOAN**

The Borrower shall repay the Principal Sum and pay any other moneys secured or moneys payable by or recoverable from the Borrower pursuant to the terms hereof on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The Borrower shall not, except as otherwise expressly provided in this Agreement, be entitled to compel the Lender to accept full or partial repayment of the Principal Sum prior to the Due Date for repayment.

**3. CALCULATION AND PAYMENT OF INTEREST**

3.1 The Borrower shall pay to the Lender interest upon the Principal Sum and the moneys secured or so much thereof as shall from time to time be outstanding with the rests (if any) set out in the Schedule at the Higher Rate set out in the Schedule, provided that if the interest payable is paid on the due date for payment or within seven days of that date and the Borrower is not otherwise in default under this Agreement the Lender shall accept interest computed at the Lower Rate set out in the Schedule in lieu of interest at the Higher Rate but without prejudice to the right of the Lender to require payment of interest at the Higher Rate for any period in respect of which any interest due has not been paid upon the due date for payment or within seven days of that date. Such interest shall be computed from and include the date of this Agreement and shall be payable as set out in sub-clause 3.3.

3.2 The Lender and Borrower agree that the monthly repayments of interest only shall be payable from the commencement date until the expiration of the loan term.

3.3 The interest payable by the Borrower as specified in sub-clause 3.2 shall be calculated with daily rests and shall be payable on the 1st day of each calendar month throughout the duration of this Agreement, the first of such payments to be made on the 1st day of the month next succeeding the month during which the initial instalment of the Principal Sum is lent to the Borrower.



#### 4. SECURITIES

- 4.1 The Borrower and Collateral Mortgagor/Bare Trustee covenant with the Lender that as security for the payment to the Lender of the moneys secured and for the performance by the Borrower of all its other obligations pursuant to the provisions of this Agreement it will simultaneously with the execution hereof:
- (a) Procure the execution of a freehold mortgage by the Collateral Mortgagor/Bare Trustee in the appropriate form to enable the Lender to obtain registration of such mortgages at the South Australia Land Titles Office and also in such form as the lawyers for the Lender may approve, over the real estate security property described in the Schedule after the Bare Trustee's name and shall deliver such real estate mortgages, duly executed as appropriate by it to the Lender together with the Certificate(s) of Title in respect of the security property. The Borrower acknowledges that failure on its part or on the part of the Collateral Mortgagor/Bare Trustee, which are to provide the real estate mortgages to observe, perform or fulfil any covenants, conditions or provisions contained in such real estate mortgages shall constitute an event of default under this Agreement. The obligation of the Lender to lend the initial instalment of the Principal Sum to the Borrower is subject to the condition precedent that the Lender shall have received, on or before the day it is to make such loan, the executed freehold mortgage(s) referred to above together with the additional securities referred to in paragraph (b) of this Clause and that all obligations imposed by those mortgages have been complied with.
  - (b) procure to be given to the Lender any additional securities described in the Schedule as "Additional Securities".
- 4.2 The Borrower will make, do and execute and procure the making, doing and execution of all such things as the Lender may require to give effect to all securities referred to in Clause 4.1 and to confer the full benefit of those securities upon the Lender.
- 4.3 The Lender is not obliged to discharge any mortgage over the security property or any part thereof unless the Lender has first received full payment of the moneys secured.

#### 5. EVENTS OF DEFAULT AND DEFAULT PROVISIONS

Notwithstanding any provision of this Agreement either express or implied, the Principal Sum, any interest then unpaid, the moneys secured and all other moneys payable by or recoverable from the Borrower shall, at the option of the Lender, notwithstanding any delay or any previous waiver of the right to exercise such option, immediately become due and payable on the happening of any one or more of the following events:

- 5.1 if the Borrower or Collateral Mortgagor/Bare Trustee shall default in the punctual performance or observance of any of the provisions of this Agreement or of any

mortgage executed as collateral security pursuant to the provisions of this Agreement and such default continues for a period of seven (7) days after service of a notice by the Lender specifying the default and requiring that the same be remedied;

- 5.2 if default be made by the Borrower in the due and punctual payment of any interest payable pursuant to the provisions of this Agreement, or in the repayment of the Principal Sum or in the payment of any other moneys payable by the Borrower to the Lender and such default continues for a period of seven (7) days after service of a notice by the Lender specifying the default and requiring that the same be remedied;
- 5.3 if the Borrower or Bare Trustee enters into any scheme of arrangement or composition with their creditors or any of them or proposes so to do;
- 5.4 if the Borrower or Bare Trustee goes into liquidation or has a provisional liquidator, or receiver or receiver and manager, or administrator or controller appointed or an Application for winding-up is made to any Court of competent jurisdiction;
- 5.5 if any execution or any other process of any court or authority for an amount in excess of \$10,000.00 is issued against and levied upon the whole or any part of the property of the Borrower or Bare Trustee and remains unsatisfied for a period of seven (7) days;
- 5.6 if the Collateral Mortgagor/Bare Trustee of the Borrower commits any act of bankruptcy or if the Collateral Mortgagor/Bare Trustee is a company any of the type of events specified in sub-clauses 5.3, 5.4 and 5.5 above occurs in respect to the guarantor company;
- 5.7 if the said Borrower or the Mortgagor/Bare Trustee default in the payment of any money payable under any other mortgage, charge or encumbrance upon the security property;
- 5.8 if in the Lender's reasonable opinion there is some material adverse change in the financial position of the Borrower or Bare Trustee which is likely to prejudice the ability of the Borrower to meet any of its liability and obligations under this Agreement;
- 5.9 if the Borrower or the Collateral Mortgagor/Bare Trustee, without the written consent of the Lender, demises leases or parts with possession of or grants any licence affecting the security property or any part thereof; or does permits or omits to do anything whereby any charge, lien, liability or encumbrance is imposes on the security property or any part thereof in priority to or pari passu with the mortgages comprising a part of the Lender's security under this Agreement;
- 5.10 without the prior written consent of the Lender there shall be any allotment, sale, transfer or disposal of any share in the capital of the Borrower (being a Company) and the effect of such allotment, sale, transfer or other disposal would be to either directly or indirectly reduce the aggregate voting power held by the present



Shareholders in the Borrower or Collateral Mortgagor/Bare Trustee to less than 50% of the total voting power of all shares in the issued capital of the Borrower or Collateral Mortgagor/Bare Trustee at that time;

- 5.11 if any representation or warranty made by the Borrower in or pursuant to this Agreement in any notice, certificate or statement referred to in or delivered under this Agreement is or proves to have been incorrect in any material respect; and
- 5.12 if without first obtaining the Lender's written consent, the Mortgagor ceases to be the Collateral Mortgagor/Bare Trustee of the security property for the Borrower.

**6. BORROWER'S INDEMNITY**

- 6.1 The Borrower agrees to indemnify the Lender in respect of a failure by any Collateral Mortgagor/Bare Trustee to observe, perform or fulfil any of the covenants and conditions contained in any mortgage made between the Lender of the one part and the Collateral Mortgagor/Bare Trustee of the other part for the purpose of comprising a part of the Lender's security under this Agreement for the moneys secured by this Agreement.
- 6.2 The Borrower or Collateral Mortgagor/Bare Trustee undertake and confirm that they have complied with all requirements contained in the *Superannuation Industry (Supervision) Act 1993* as amended (**SIS Act**) in respect to this transaction.

**7. COSTS, EXPENSES AND FEES**

- 7.1 The Borrower shall pay on demand to the Lender all reasonable costs (including on a full indemnity basis the fees and out-of-pocket expenses of legal advisers to the Lender which are to be computed on a lawyer and his own client basis) charges and expenses, the amount of which shall be inclusive of any GST payable by the Lender or imposed on the supply of the relevant service, of and incidental to the valuation and to the preparation, execution, delivery and stamping of this Agreement and of any collateral security documentation and to the enforcement or attempted enforcement of the performance of the terms of this Agreement of any collateral security required to be given to the Lender pursuant to the terms of this Agreement and to the monitoring of compliance with the obligations of the Borrower and the Collateral Mortgagor/Bare Trustee under this Agreement and under the freehold collateral mortgage and to the exercise or attempted exercise of any right power authority or remedy conferred on the Lender pursuant to the terms of this Agreement and to any proceedings in any court or tribunal in which the Lender is involved to protect any such right, power, authority or remedy, including all stamp duty and all fees payable in connection with the registration of the said collateral security documents and any variation or discharge thereof. The Borrower shall also pay, on demand, to the Lender any government levies that the Lender is liable to pay by reason of receipt by the Lender or deposit to the credit of the Lender with any financial institution of the Principal Sum, of the interest payable, of the moneys secured or any part thereof.

- 7.2 The Borrower shall pay on demand to the Lender such reasonable administration fee as charged by the Lender and such reasonable legal expenses (on a full indemnity basis and inclusive of any GST payable by the Lender) as charged to the Lender in respect to any variation of the terms of this Agreement or to the partial or full repayment of the Principal Sum.
- 7.3 The Lender agrees and acknowledges that any enforcement or attempted enforcement of the performance of the terms of this Agreement shall be limited to the collateral security and shall not extend to any other assets of the Borrower, whether such assets currently exist or are the subject of acquisition in the future.

#### 8. PAYMENTS BY BORROWER

All payments made pursuant to this Agreement or pursuant to any collateral security documentation shall be made at such place as the Lender may from time to time in writing direct and if required by the Lender the Borrower must make such payments by order upon the Borrower's bank. If a payment by the Borrower is due to be made on a day which is not a Business Day, the payment shall be made on the Business Day preceding the due date. Unless the Lender otherwise determines all moneys received by the Lender pursuant to the terms of this Agreement shall be applied first to interest payable by the Borrower, second in payment of any other moneys payable by the Borrower pursuant to the terms of this Agreement and third in repayment of the Principal Sum.

#### 9. NOTICES AND DEMANDS

- 9.1 Any notice or demand to be given by the Lender pursuant to this Agreement or any Collateral Security documentation shall be sufficiently given or made by giving notice or making such demand in writing and by posting it by prepaid post to the address of the Borrower specified in this Agreement or such other address as may have been advised in writing by the Borrower as its address for service. Such notice or demand may be signed on behalf of the Lender by any of its officers, an officer of its authorised manager or by its Solicitors. Any notice or demand given or served by prepaid post shall be deemed to have been given or served at the expiration of 3 Business Days after the date on which it was posted.
- 9.2 A Certificate purporting to be signed by the Lender or by any of its lawyers, directors, secretaries, managers or other duly authorised officers or by an officer of its authorised manager stating all of the following matters, facts or things:
- (a) the total amount of the moneys secured at any date;
  - (b) the date of making default in performing or observing any covenant or agreement to be observed by the Borrower;
  - (c) whether such default has continued between specified dates;



- (d) anything else relevant to the establishment of any right or remedy of the Lender or of the liability of the Borrower.

#### 10. **POWER OF ATTORNEY**

Following the occurrence of an event of default as referred to in Clause 5 and for the purpose of giving full effect to this Agreement and the powers hereby conferred, and in consideration of the loan made to the Borrower by the Lender, the Borrower hereby IRREVOCABLY APPOINTS the Lender the true and lawful attorney of the Borrower for the purpose of doing all acts and things which the Borrower should do or should have done in compliance with the provisions of this Agreement and to do all such acts matters and things (including the execution of all such deeds transfers of land conveyances and other documents whatsoever) as such attorney may deem expedient for carrying out or in connection with the exercise of all or any of the rights or powers herein contained or implied or giving effect to this Agreement or for the enforcement of any provision of this Agreement. AND it is hereby declared that until the moneys secured have been fully paid to the Lender and the Borrower has complied with all of its obligations under this Agreement the powers hereby conferred upon the Lender shall be irrevocable and the provisions of Section 109 of the Instruments Act 1958 or any statutory modification or re-enactment thereof for the time being in force shall apply.

#### 11. **GENERAL**

- 11.1 All powers rights remedies and authorities conferred upon the Lender may be exercised on behalf of and in the name of the Lender from time to time by any of its lawyers, directors, secretaries, managers or other officers from time to time authorised by it so to act either generally or in a particular case or by an officer of its authorised manager.
- 11.2 All questions relative to the validity, interpretation and performance of the terms of this Agreement shall be governed by the laws of the State of South Australia, Australia and all or any disputes arising under or in connection with this Agreement shall be settled before the competent Courts of the State of South Australia.
- 11.3 No alteration or variation of the terms of this Agreement shall be of any force or effect unless it is recorded in writing and executed by the Borrower and the Lender or their duly authorised successors and assigns.

#### 12. **BORROWER'S REPRESENTATIONS AND WARRANTIES**

The Borrower hereby represents and warrants to the Lender that:

- 12.1 The Borrower has full power, capacity and authority to execute and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorise the execution and performance of the same.
- 12.2 The Collateral Mortgagor/Bare Trustee has full power, capacity and authority to execute and perform its obligations under this Agreement and all necessary



corporate, shareholder and other action has been taken to authorise the execution and performance of the same.

- 12.3 No litigation, arbitration or administrative proceedings are presently taking place, pending or to the knowledge of the Borrower threatened against the Borrower which could have a materially adverse effect on the business, assets or financial condition of the Borrower.
- 12.4 The financial statements and other information provided or representations made of the Borrower and the Bare Trustee which have been provided or made to the Lender present fairly and accurately the financial position of the Borrower and Collateral Mortgagor/Bare Trustee as at the date specified therein and do not omit any material facts. The Borrower does not have any significant liabilities which are not disclosed to the Lender.
- 12.5 The Borrower is not in breach of or in default under any other agreement, charge or mortgage relating to borrowed money or the giving of guarantees.
- 12.6 All information given to the Lender in writing in relation to the Borrower's application for the loan of the Principal Sum and all answers in writing given by or on behalf of the Borrower to any requisitions or enquiries in relation to the security property or the Borrower's or the collateral Mortgagor's/Bare Trustee's interest therein or right or title thereto or the capacity of the Borrower or of the Collateral Mortgagor/Bare Trustee made by or on behalf of the Lender prior to the execution of this Agreement were true and correct in every particular and that if any such information or answers were false or incorrect the Borrower shall be deemed to have thereby committed a breach of its covenants contained in this Agreement and shall be deemed to be in default.
- 12.7 The exercise of the power to borrow money by the Borrower who is acting as Trustee for R & M Adams Superannuation Fund is for the benefit of those beneficiaries and does not constitute an improper exercise of a power by it and has been specifically authorised and approved by all beneficiaries for whom it is acting as Trustee.

### **13. EARLY REPAYMENT BY BORROWER**

- 13.1 During the term of this facility provided that the Borrower shall not be in default in complying with any of its covenants and obligations under this Agreement the Borrower shall be entitled to pay to the Lender a part of or the whole outstanding amount of the Principal Sum (including interest calculated thereon up to and inclusive of the date of actual repayment) on a date earlier than the Due Date for repayment by giving to the Lender not less than 30 days irrevocable written notice of its intention to do so.
- 13.2 Subject to the Borrower having complied with the provisions of this Clause interest shall abate on the amount of any partial repayment of the Principal Sum as from the date of its actual receipt by the Lender.

13.3 Subject to clause 13.1, the Borrower shall be entitled to make partial repayments in the manner, frequency and amount it nominates.

**14. BORROWER'S REPORTING REQUIREMENT**

The Borrower shall deliver to or produce for the inspection of the Lender or its nominee within 30 days of being requested to do so any documentation in relation to the security property that the Lender may reasonably require in order to satisfy itself that neither the Collateral Mortgagor/Bare Trustee or the Borrower is in default of any of the provisions of this Agreement or any collateral security given to the Lender.

**15. BORROWER'S TRUSTEE STATUS**

15.1 The Borrower and the Lender acknowledge that the Borrower has entered into this Agreement in its capacity as Trustee of R & M Adams Superannuation Fund and that it is the intention and commitment of the Borrower that their personal covenants under this Agreement and its liability to the Lender in respect and by virtue thereof extends and shall attach to the Borrower's rights of indemnity as Trustee against the security property and shall not extend to any other property investments and other assets whatsoever both present and future held by or vested in the Borrower or to which the Borrower is entitled in its capacity as Trustee of R & M Adams Superannuation Fund.

15.2 The Borrower shall not, without the consent in writing of the Lender first had and obtained, retire or cease for any reason to be the Trustee of R & M Adams Superannuation Fund.

15.3 The Collateral Mortgagor/Bare Trustee shall not, without the consent in writing of the Lender first had and obtained, retire or cease for any reason to be the Trustee of the security property for the Beneficiaries named in Clause 15.1.

**16. GENERAL**

A failure by the Lender at any time to make demand for the moneys secured, to enforce a right or exercise a discretion conferred by this Agreement shall not prejudice or in any way affect the ability of the Lender at any subsequent time to make any such demand, enforce any such right or exercise any such discretion.

**17. INTERPRETATION**

In this Agreement unless the contrary intention appears:

17.1 Words importing the singular shall be deemed and taken to include the plural and the plural the singular unless the contrary is provided expressly or by necessary implication.

17.2 The term "Borrower" and "Lender" where the context permits shall be deemed and taken to include transferees, executors, administrators, assigns and other persons deriving title under the Borrower and the Lender respectively.



- 17.3 The "money secured" means the Principal Sum, all other moneys payable by the Borrower to the Lender pursuant to this Agreement and any future moneys that may be advanced by the Lender to the Borrower and each and all sums of money in which the Borrower may now or hereafter be indebted or liable or contingently indebted or liable to the Lender on any account or in any manner whatsoever including any moneys now or hereafter owing or payable by the Borrower under pursuant to or in connection with any present or future agreement, covenant, debenture, mortgage or guarantee or indemnity between the Borrower and the Lender.
- 17.4 Any reference in this Agreement to an Act by name shall unless inconsistent with the context be deemed and taken to include any Act of the Parliament of South Australia amending or re-enacting such first-mentioned Act.
- 17.5 The term "person" shall include a corporation unless there is something repugnant to or inconsistent with that interpretation.
- 17.6 "Business Day" means a day on which the majority of Banks are open for general banking business in Adelaide, South Australia.
- 17.7 Where two or more persons are parties to this Agreement as Borrower the covenants, conditions, obligations and liabilities of the Borrower herein contained or implied shall apply to them and to every two or greater number of them jointly and to each of them severally.
- 17.8 "GST" means any tax imposed on the supply of goods and services by the GST Law, as that term is defined from time to time in Section 195-1 of the Statute known as "A New Tax System (Goods and Services Tax) Act 1999.

## SCHEDULE

Loan Term: \_\_\_\_\_ years

Interest Type: Variable

Interest Rate: Reserve Bank of Australia, Indicator Rates for Banks providing Standard Variable Housing Loans for Investors

Repayment Type: Principal & Interest

Calculation of Interest: Daily

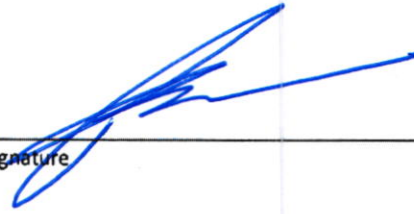
Additional Securities: NIL

Security: Registrable Mortgage of Land AND the DEPOST by Armatech Security Pty Ltd ACN 109 360 143 in the capacity as Trustee Of the Adams 1 Deeds Road Trust (the Collateral Mortgagor/ Bare Trustee) in respect to the property known as 1 Deeds Road, Camden Park, South Australia 5038.

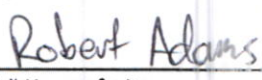
**EXECUTED as an Agreement**

**BORROWER:**


**SIGNED by Robert Adams** as an individual  
in the presence of:

  
\_\_\_\_\_  
Signature

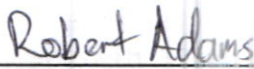
  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Full Name of witness

**SIGNED by Marianne Adams** as an  
individual in the presence of:

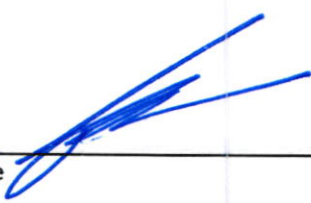
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

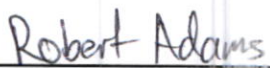
  
\_\_\_\_\_  
Full Name of witness

**LENDER:**

**SIGNED by Robert Adams** as an individual  
in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Full Name of witness



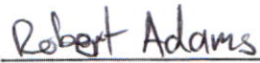
**SIGNED by Marianne Adams as an  
Individual in the presence of:**



Signature



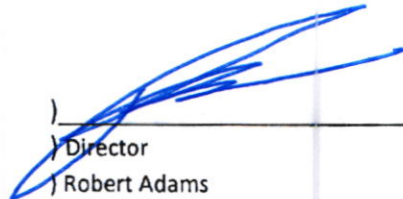
Signature of witness



Full Name of witness

**COLLATERAL MORTGAGOR/BARE TRUSTEE:**

**Executed by Armatech Security Pty Ltd  
ACN 109 360 143 in accordance with Section  
127 of the Corporations Act in the presence of:**



) Director

) Robert Adams

) 18 Waterfall Terrace

) Burnside, South Australia 5066

**Deed Of Covenant And Indemnity**

**Adams 1 Deeds Road Trust**

**SIGNED by Marianne Adams as an Individual in the presence of:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness


Signature of witness

  
\_\_\_\_\_  
Full Name of witness

Full Name of witness

**COLLATERAL MORTGAGOR/BARE TRUSTEE:**

**Executed by Armatech Security Pty Ltd  
ACN 109 360 143 in accordance with Section  
127 of the Corporations Act in the presence of:**

  
\_\_\_\_\_  
) Director  
) Robert Adams  
) 18 Waterfall Terrace  
) Burnside, South Australia 5066



## **Terms and Conditions**

### **1. Definitions and Interpretation**

---

#### **1.1 Reference Table**

Schedule 1 contains the Reference Table.

#### **1.2 Dictionary**

Schedule 2 contains the dictionary of terms used in this deed.

#### **1.3 Rules for Interpretation**

Schedule 3 contains the rules for interpreting this deed.

### **2 Trustee's Acknowledgements and Covenants**

---

The Trustee acknowledges and covenants with the Lender that:

- (a) the Trustee has entered into the Securities in its own right and in its capacity as trustee of the Trust;
- (b) the Trustee on demand by the Lender at any time will produce all documents and provide all information reasonably requested by the Lender in relation to the Trust;
- (c) upon the Securities becoming enforceable the Trustee on demand by the Lender will exercise its rights of indemnity in relation to the Trust Fund and/or its rights against the beneficiaries of the Trust to cause payment of the Secured Money to the Lender or will otherwise hold those rights for as security for payment of the Secured Money;
- (d) the provisions of this Deed are in enlargement of and not in derogation from any provision in respect of the Trust contained in any of the Securities.

### **3 Trustee's Warranties**

---

The Trustee warrants to the Lender that:

- (a) the copy of the Trust Deed produced to the Lender or its solicitors is a true and complete copy of the Trust Deed and there are no amending deeds (except for any referred to in Recital A), deeds of appointment of new trustee, vesting deeds or other documents of any description which govern or in any way affect the Trust Fund or the Trust;
- (b) the Trustee has power under the Trust Deed and the Trustee's constitution to execute and perform the Trustee's obligations under the Securities and this Deed, and the execution and performance of the Securities and this Deed by the Trustee has been duly authorised by all necessary acts of the Trustee's directors;

- (c) the execution and performance of the Securities and this Deed by the Trustee does not contravene the provisions of any undertaking or instrument to which the Trustee is a party in its own right or as trustee of the Trust, or which is binding on any of the Trustee's assets or the Trust Fund;
- (d) the Trust is a valid and subsisting trust and the vesting date has not been varied;
- (e) the Trustee is the sole trustee of the Trust and no action has been taken to remove or replace the Trustee;
- (f) the Trustee is not in default under the Trust Deed;
- (g) the Trustee has a right to be fully indemnified out of the Trust Fund and that right has not been restricted or limited in any way;
- (h) the Securities have been entered into and executed as part of the due and proper administration of the Trust and for the benefit of the beneficiaries of the Trust.

#### **4 Negative Covenants by Trustee and Covenantor**

---

The Trustee and the Covenantor covenant with the Lender that until the Secured Money has been repaid in full and the Trustee has been released from all its obligations under the Securities they will not without the Lender's prior written consent initiate, participate in or consent to any act or thing which will permit:

- (a) any resettlement, appointment or distribution of capital of the Trust;
- (b) the resignation, retirement or replacement of the Trustee or the appointment of a new or additional trustee of the Trust;
- (c) any amendment of the Trust Deed;
- (d) any further encumbrance or charging of any part of the Trust Fund;
- (e) any breach of the provisions of the Trust Deed;
- (f) the termination of the Trust or any variation of the vesting date;
- (g) the creation of any restriction on or the loss of the Trustee's rights of indemnity out of and lien over the assets of the Trust;
- (h) any guarantee or indemnity to be given, whether with or without security, for the payment of money or in respect of any actual or contingent liability for the performance of any contract, obligation or undertaking by any person;
- (i) the sale, transfer or assignment of any part of the Trust Fund or the granting of any option over or other disposal of any interest in any part of the Trust Fund except in the ordinary course of business;
- (j) the Trustee in its capacity as trustee of the Trust to enter into any partnership, joint venture, profit-sharing or similar arrangement with any person except in the ordinary course of business;
- (k) any part of the Trust Fund to be blended or mixed with any other property held by the Trustee in any capacity other than as trustee of the Trust;
- (l) any part of the Trust Fund to be lent to any person;



- (m) the delegation of any power conferred on the Trustee as trustee of the Trust;
- (n) the Trustee to exercise its entitlement under the Trust Deed to indemnify out of the Trust Fund or to payment of any remuneration or commission out of the Trust Fund.

The Trustee and the Covenantor will immediately inform the Lender in writing on receipt of notice that any of the above events has occurred or (where applicable) that any of those acts or things is proposed.

## **5 Power of Attorney**

---

As further security for every proprietary interest of the Lender under the Securities and this Deed and the performance of the Trustee's obligations under the Securities and this Deed the Trustee hereby irrevocably appoints the Lender and its duly authorised officers and any receiver appointed by the Lender under the Securities jointly and severally the attorney of the Trustee with power at any time after the Securities become enforceable, in the Trustee's name and at the Trustee's expense, to do all acts and things and execute all documents that the Trustee is obliged to do or execute under the Securities or this Deed or as the Lender deems necessary to protect, enforce and exercise any right conferred on the Lender by the Securities or this Deed and for those purposes to exercise and perform any right, duty or function of the Trustee under the Trust Deed. The Trustee will ratify anything done by the attorney under this clause.

## **6 Default**

---

- (a) The Trustee and the Covenantor acknowledge and agree that this Deed constitutes a security collateral to the Securities. Any breach of the provisions of this Deed will be deemed to be a default by the Trustee under the Securities entitling the Lender to exercise all or any of the Lender's rights under the Securities.
- (b) The Trustee and the Covenantor acknowledge and agree that this Deed constitutes a security collateral to the Securities and to all documents executed by the Borrower named in the Schedule in respect of the Facility referred to in the Schedule ('Facility Documents'). Any breach of the provisions of this Deed will be deemed to be a default by the Trustee under the Securities and a default by the Borrower under the Facility Documents entitling the Lender to exercise all or any of its rights under the Facility Documents and all other securities collateral to the Facility Documents including, without limitation, the Securities.



## Parties

**Robert Adams and Marianne Adams of 18 Waterfall Terrace, Burnside, South Australia 5066.**

*(Lender)*

**Armatech Security Pty Ltd ACN 109 360 143 of Level 5, 195 North Terrace, Adelaide, South Australia 5000.**

*(Trustee)*

**R & M Adams Superannuation Nominees Pty Ltd ACN 165 831 710 as Trustee for the R & M Adams Superannuation Fund of 18 Waterfall Terrace, Burnside, South Australia 5066.**

*(Covenantor)*

## Recitals

- A. The Trustee is the trustee of Adams 1 Deed Road Trust ("Trust") constituted by a Deed of Trust dated 5/2/20 ("Trust Deed") and made between Armatech Security Pty Ltd ACN 109 360 143 as Trustee of the Adams 1 Deed Road Trust and R & M Adams Superannuation Nominees Pty Ltd as Trustees for R & M Adams Superannuation Fund.
- B. The Trustee has executed in favour of the Lender the documents specified in the Schedule to this Deed ("Securities").
- C. The Covenantor is the Beneficiary of the Adams 1 Deeds Road Trust.
- D. This Deed is supplemental to the Securities.

**Schedule 1****Reference Table*****Securities***

Registrable Mortgage of Land AND the DEPOST by Armatech Security Pty Ltd ACN 109 360 143 in the capacity of Trustee of the Adams 1 Deeds Road Trust (the Collateral Mortgagor/Bare Trustee) in respect to the Property known as 1 Deeds Road, Camden Park, South Australia 5038.

## **Schedule 2     Dictionary**

In this deed unless specified to the contrary:

***Secured Money***                      Means the money secured by or payable under the Securities including the indebtedness and liability of the Trustee both in its own right and in its capacity as trustee of the Trust (whether the indebtedness and liability arise directly or indirectly or are actual or contingent).

***Securities***                              Means each of the documents described in Schedule 1 which the Trustee has entered into both in its own right and in its capacity as trustee of the Trust.



## **Schedule 3      Rules for Interpretation**

### **1.      Construction**

- (a)      This clause has been intentionally deleted

### **2.      Compliance with Law**

- 2.1      This deed is to be interpreted so that it complies with all applicable State laws and if any provision does not comply then it must be read down so as to give it as much effect as possible.
- 2.2      If it is not possible to give that provision any effect at all, however, then it is to be severed from this deed in which case the remainder of this deed will continue to have full force and effect.

### **3.      Index and Headings**

The Index and any headings are for ease of reference only and do not affect the interpretation of this deed.

**Execution Page**

EXECUTED as a deed on 15<sup>th</sup> December 2020

**COVENANTOR:**

SIGNED by Robert Adams as an individual  
in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

Robert Adams  
\_\_\_\_\_  
Full Name of witness

SIGNED by Marianne Adams as an  
individual in the presence of:

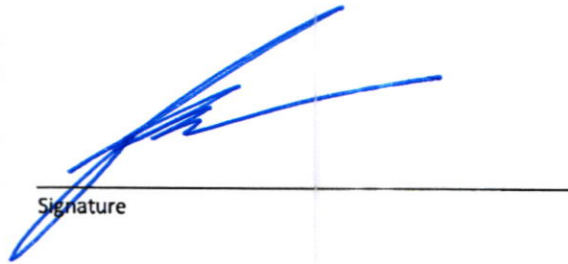
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

Robert Adams  
\_\_\_\_\_  
Full Name of witness

**LENDER:**

SIGNED by Robert Adams as an individual  
in the presence of:

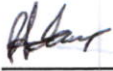
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

Robert Adams  
\_\_\_\_\_  
Full Name of witness

**SIGNED by Marianne Adams as an Individual in the presence of:**

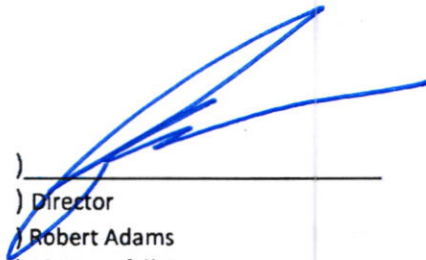
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

Robert Adams  
\_\_\_\_\_  
Full Name of witness

**TRUSTEE:**

**Executed by Armatech Security Pty Ltd  
ACN 109 360 143 in accordance with Section  
127 of the Corporations Act in the presence of:**

  
\_\_\_\_\_  
) Director  
) Robert Adams  
) 18 Waterfall Terrace  
) Burnside, South Australia 5066



## Trust Acknowledgment and Warranties

---

To: **Robert Adams and Marianne Adams of 18 Waterfall Terrace, Burnside, South Australia 5066**

(Lender)

---

We the undersigned being the current Bare Trustee, beneficiary and members of the beneficiary in respect to the ownership of the real property known as 1 Deeds Road, Camden Park, South Australia 5038 (the Property) in consideration of the Lender at our request agreeing to make available certain financial accommodation to the Trustee of R & M Adams Superannuation Fund pursuant to the provisions of a Loan Facility Agreement bearing the same date as this Deed Hereby Jointly and Severally Covenant with and Warrant to the Lender:

- (1) Legal Ownership of the Property is held by the Bare Trustee on behalf of R & M Adams Superannuation Fund and the members of such Fund.
- (2) The beneficiary holds full beneficial ownership of the Property.
- (3) The beneficiary has specifically authorised and directed the Bare Trustee to provide security over the property to enable the beneficiary to obtain financial accommodation from the Lender and to secure performance of obligations due to the Lender by granting a first Mortgage over the Property.
- (4) The beneficiary will not remove the Bare Trustee from continuing to hold legal ownership of the Property whilst any monies continue to be owing by the Beneficiary to the Lender.
- (5) The beneficiary has granted to the Bare Trustee a right to be indemnified for any liability it has with the Lender by virtue of the Beneficiary obtaining financial accommodation from the Lender as a consequence of its being authorised and directed to do so by the beneficiary. The right of indemnity can be exercised against the Property.
- (6) By entering into the financial and security transactions evidenced by various transaction documents, bearing the same date as this Warranty, the Bare Trustee is not breaching or exceeding any authorisation or power to do so specifically given to it by the beneficiary.

Dated this 15<sup>th</sup> day of December 2020

**BORROWER:**

**SIGNED by Robert Adams as an Individual in the presence of:**

  
\_\_\_\_\_  
Signature

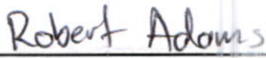
  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Full Name of witness

**SIGNED by Marianne Adams as an individual in the presence of:**

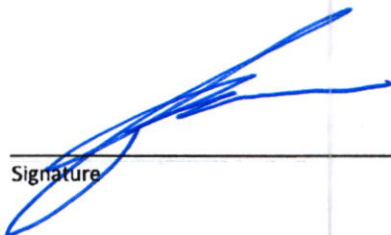
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Full Name of witness

**LENDER:**

**SIGNED by Robert Adams as an individual in the presence of:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Full Name of witness

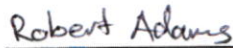
**SIGNED by Marianne Adams as an Individual in the presence of:**



Signature



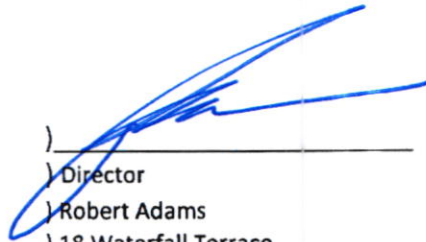
Signature of witness



Full Name of witness

**COLLATERAL MORTGAGOR/BARE TRUSTEE:**

**Executed by Armatech Security Pty Ltd  
ACN 109 360 143 in accordance with Section  
127 of the Corporations Act in the presence of:**



)  
) Director  
) Robert Adams  
) 18 Waterfall Terrace  
) Burnside, South Australia 5066



