

THIS DEED made at Canberra the 3rd day of November 1995

BETWEEN:

THE GREEK ORTHODOX COMMUNITY AND CHURCH OF CANBERRA AND DISTRICT INCORPORATED an association incorporated under the Associations Incorporation Act 1953, of 1 Gosse Street Kingston in the Australian Capital Territory (called "the Trustee") of the one part

AND:

SOTIRIA LIANGIS of _____ in the Australian Capital Territory (called "the Principal") of the other part

WHEREAS:

- A By Deed of Trust dated 18 May 1992 (called "the Principal Deed") the Trustee created a trust for the purpose of constructing, managing and operating a hostel for the residence of and service to the needs of frail aged persons of Greek origin and principally of Orthodox belief in the Territory and surrounding districts.
- B The Principal Deed now provides in Clause 9(j) inter alia that the Trustee may, with the prior written consent of the Principal, vary any of the provisions of the Principal Deed.
- C The Trustee wishes to vary the Principal Deed and the Principal has consented to the variation of the Principal Deed.

WITNESS:

1. The Trustee in exercise of the powers conferred by the Principal Deed and all other powers thereunto enabling hereby varies the provisions of the Principal Deed by:-
- (a) deleting the definition of "Mrs Liangis" in Clause 1 of the Principal Deed and inserting in lieu the following definition:-

"Mrs Liangis" means:

- (a) Sotiria Liangis

in the Territory,

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businesswoman or such of her husband Angelo or her son John as she may nominate for any period during her lifetime; and

- (b) Upon the death of Mrs Liangis, or the death of her husband Angelo or her son John if nominated pursuant to subclause (a), the lineal descendants of Mrs Liangis from time to time.";
- (b) deleting Clause 8(c) of the Principal Deed and inserting in its place the following clauses:-

"(c) the Committee of the Trustee shall appoint a Management Committee of five persons with two of those persons being nominees of Mrs Liangis for so long as she wishes to make a nomination. The Management Committee shall subject to this Deed and the directions of the Trustee be responsible for the general management of the hostel;

(ca) Members of the Management Committee shall be appointed for terms not exceeding three (3) years but shall be eligible for reappointment at the expiration of their term.

Of the initial members of the Management Committee:

two (2) members (inclusive of one of Mrs Liangis' nominees) shall be appointed for a term of three (3) years;

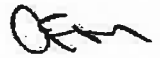
two (2) members (inclusive of the remaining one of Mrs Liangis' nominees) shall be appointed for a term of two (2) years;

one (1) member shall be appointed for a term of one (1) year.";

- (c) deleting the words "the nominee" in Clause 8(d)(viii) and inserting in lieu the words "any nominees";
- (d) amending Clause 12 of the Principal Deed by inserting after the words "the

Act" in line 6 the words "and by Mrs Liangis".

2. The Principal hereby acknowledges (as testified by her execution of the Deed) that she has consented to the variation of the provisions of the Principal Deed in the manner set out in this Deed.
3. The parties confirm and ratify the Principal Deed as amended by this Deed.
4. In this Deed unless the contrary intention appears:-
 - (a) Words importing the singular include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa;
 - (b) Reference to a person includes his executors, administrators and assigns;
 - (c) Reference to an association includes its successors and assigns;
 - (d) An expression not otherwise defined has the same meaning as in the Interpretation Act 1967.



IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals or caused their respective Common Seals to be hereunto affixed on the day and the year first hereinbefore written.

THE COMMON SEAL of The Greek)
Orthodox Community and Church)
of Canberra and District Inc.)
was hereunto affixed by the authority)
of the Committee in the presence of:)

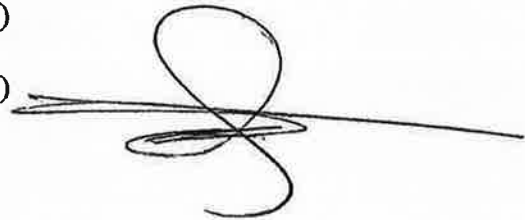



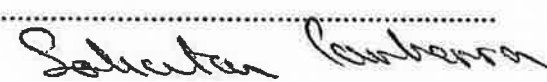

.....
President




.....
Committee Member

SIGNED SEALED AND DELIVERED)
by the said Sotiria Liangis in the presence of:)




.....


THIS TRUST DEED is made the ^{18th} day of ¹⁹⁹² ~~1990~~ ^{as} MAY by THE
GREEK ORTHODOX COMMUNITY AND CHURCH OF CANBERRA AND DISTRICT INCORPORATED, an
association incorporated under the Associations Incorporation Act 1953, of 1
Gosse Street, Kingston in the Australian Capital Territory ("the Church").

WHEREAS:

- A. The Church is the registered proprietor of the unexpired residue of the Crown Lease in respect of the land known as Block 1, Section 1 Kingston in the said Territory.
- B. The Church has applied for the grant to it of a crown lease ("the Crown Lease") of an area of land in Section 1 Kingston adjoining that land ("the Land").
- C. The Church has applied for a grant of capital funds from the Commonwealth of Australia for the construction of a Hostel to service the needs of frail aged Greek Orthodox people in the Territory and surrounding districts and, if vacancies permit, to service the needs of frail aged people of other Orthodox faith in the Territory and surrounding districts ("the Hostel") on the site.
- D. Sotiria Liangis of _____ in the said Territory, Company Director ("Mrs Liangis") and her family and associated persons have agreed to provide the balance of the resources required for construction of the Hostel.
- E. The Church has agreed to act as Trustee of a trust to be known as "The Greek Aged Persons Trust of Canberra" which is being hereby established for the purpose of constructing, operating and managing the Hostel.
- F. The Church has collected the sum of twenty dollars to be held upon the trusts hereinafter declared and contained.
- G. It is intended that further moneys, investments or property may hereafter be paid or transferred to the Trustees to be held on the Trusts hereof.

NOW THIS DEED WITNESSES as follows:

1. Interpretation - In the interpretation of this Deed the following words shall have the following meanings:
"the Church" means the Greek Orthodox Community and Church of Canberra and District Incorporated.

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"the Trust Fund" shall mean the sum of twenty dollars referred to in Recital E and such other moneys, investments or property as may hereafter be paid or transferred to the Trustee to be held on the Trust hereof;

"the Trustee" means the trustee or trustees for the time being hereof;

"Father Carpis" means George Carpis, of _____ in the Australian Capital Territory, Priest.

"Mrs Liangis" means Sotiria Liangis of _____, in the Territory, Business Woman.

2. The Trust is established and shall be maintained and the Trust Fund shall be applied and the Church shall hold the Trust Fund exclusively for the purpose of constructing, managing and operating the Hostel, which shall be a Hostel for the residence of and to service the needs of frail aged persons of Greek origin and principally of Orthodox belief in the Territory and surrounding districts.
3. The Church hereby agrees:
 - (a) that it will pay into the Trust Fund all moneys granted to it by the Commonwealth of Australia pursuant to the application referred to in Recital C and to hold these monies upon the trusts herein contained; and
 - (b) that it will, forthwith upon the grant to it of the Crown Lease, hold the Crown Lease on the trusts herein contained as part of the Trust Fund and take all such steps, do all such things and sign all such documents as may be necessary or convenient to give effect to this provision .
4. The Trustee shall, for the purpose of constructing the Hostel, enter into a Development Deed substantially in the form of Schedule A hereto and shall pay over commit and expend so much of the Trust Fund as is required by and in accordance with the terms of that Development Deed.
5. The Hostel shall be named by the Trustee but the name shall include the words "provided by the Liangis family and the Commonwealth of Australia" and in that form shall appear on all letters, advertising material and similar official documents issued by the Trust, but this provision shall not require it to appear on cheques, receipts invoices or order forms issued by the Trust.
6. Any person appointed to replace a Trustee shall have the same rights and powers and shall be subject to the same terms, duties and liabilities as the trustee whom he or she replaces.

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7. The office of the Trustee shall become vacant if:

- (a) an application shall be made to a Court of competent jurisdiction for the winding-up of the Trustee;
- b) the Trustee shall pass a resolution to wind-up;
- (c) the Trustee shall enter into a Scheme of Arrangement with its creditors or some of them; or
- (d) a receiver is appointed of the assets of the Trustee or of any part thereof a special manager is appointed in respect of the Trustee

and in that event, a General Meeting of the church, whether it is in liquidation, under receivership or special management or not, shall, subject to the approval of Mrs Liangis, appoint a new Trustee in the stead of the Trustee whose office has hereby become vacant, but the consent of Mrs Liangis to the new Trustee shall not be unreasonably withheld.

8. The following provisions shall apply in relation to the administration of the Trust:

- (a) the Trustee shall keep proper books of account in respect of the Trust Fund, showing all receipts and expenditure, and shall at least once in every year prepare a balance sheet and revenue account, showing the state of the Trust Fund;
- (b) the accounts of the Trustee shall be audited yearly at the date to be decided by the Trustees by an auditor who is registered as a company auditor under the Companies Act 1981 or any legislation that replaces that Act and appointed by the Trustees and the cost of such audit shall be paid out of the Trust Fund;
- (c) a general meeting of the Church shall appoint a Management Committee of four persons, PROVIDED THAT the Management Committee shall include a nominee of Mrs Liangis for so long as she wishes to make a nomination. The Management Committee shall subject to this Deed and the directions of the Trustee be responsible for the general management of the Hostel.
- (d) the Office of a member of the Management Committee shall become vacant if that person should:
 - (i) die;
 - (ii) resign by notice in writing to the Trustee;
 - (iii) become bankrupt or make an assignment to, arrangement with or composition with his or her creditors;
 - (iv) reside permanently outside Australia;

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- (v) be absent from all meetings of the Committee for a continuous period of 6 months;
- (vi) refuse to act;
- (vii) become permanently incapable of acting due to chronic illness or mental infirmity or other incapacity; or
- (viii) be removed by a resolution of the General Meeting of the Church with at least 50% of those persons entitled to vote at the General Meeting voting in favour of such a resolution, provided that the General Meeting shall not be at liberty to remove the nominee of Mrs Liangis.

9. In performing or exercising the trusts declared by this Trust Deed the Trustee shall have the following powers:

- (a) to receive and accept donations, gifts, bequests, legacies, grants and payments of money or any other property whatsoever PROVIDED only that where such donation, gift, bequest legacy, grant or payment is made or given conditionally or subject to any trust, stipulation, request or expressed desire, the Trustee may only receive or accept it subject to the condition, trust, stipulation, request or desire (whether it has the force of law or not) if it is consistent with and encompassed by the purposes for which the Trust is established;
- (b) to invest and accumulate, subject to this Trust Deed, all moneys of the Trust Fund that are not paid away directly pursuant to the provisions of this Trust Deed in a common fund in their name or under their control or in the name of the Trust in any of the following investments, namely
 - (i) in any investment authorised by the laws of the Commonwealth of Australia or of a State or Territory of Australia, for the investment of Trust moneys;
 - (ii) in investment on deposit at interest with any trading or savings bank or with any permanent building society; and
 - (iii) in the acquisition by purchase, lease or otherwise of land or immovable property in any part of the world for any of the purposes of the Trust;

and the Trustee shall have power from time to time to sell or get in any investments or assets of the Trust Fund other than the Hostel;

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- (c) to open trading or savings bank accounts or permanent building society accounts for the general purposes of the Trust and for any special activity or purpose and deposit moneys of the Trust Fund in and to operate on such accounts and close such accounts from time to time;
- (d) to sell, exchange, lease, dispose of or otherwise deal with any property real or personal (other than money) other than the Land and/or the Hostel for the time being subject to the Trust which in the opinion of the Trustees is not required (or in the case of a lease or other temporary disposition not immediately required) for the purposes of the Trust;
- (e) to borrow or raise from time to time such sum or sums of money and on such term as the Trustees may think fit and execute all necessary documents or deed on that behalf **PROVIDED THAT** the Trustee shall not without the prior written consent of Mrs Liangis and the consent of a General Meeting of the Church mortgage, pledge, charge or in any way encumber the Land and/or the Hostel with the repayment of any such loan;
- (f) to compromise or compound all actions, suits and other proceedings and all differences or disputes touching the Trust Fund or any part of it for the time being and refer any such differences or disputes to arbitration and adjust and settle all accounts and claims relating thereto;
- (g) to promote and carry into effect any fund raising activity of whatsoever nature and to receive donations, gifts or bequests of moneys, property or investments and to hold and stand possessed of the proceeds of the same as part of the Trust Fund;
- (h) to employ and pay any employee, agent or professional person to transact any business or do any acts required or decided to be done in connection with the Trust including the receipt and payment of money and it is hereby declared that the Trustees shall not be responsible for the default of any such agent, employee or professional person for any loss occasioned by his or her employment;
- (i) to act upon the opinion or advice of or information obtained from Barristers or Solicitors (whether instructed by the Trustees or by a third party) and act upon statements of information obtained

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from any bank, accountant, actuary, stockbroker or other person believed by the Trustees in good faith to be expert in relation to the matter upon which they are consulted and the Trustees shall not be liable for anything done or suffered by them in good faith in reliance upon such opinion, advice, statements or information and the Trustees shall be entitled out of the Trust Fund to be allowed and paid all charges and expenses incurred in obtaining such opinion or advice or information;

- (j) subject to clause 14 hereof, to modify, alter or extend by supplemental deed or deeds any of the Trustee's powers or the provisions of this Trust Deed **PROVIDED THAT** the Trustee's powers or the provisions of this Trust Deed shall not be modified, altered or extended unless the Commissioner of Taxation or a Deputy Commissioner of Taxation has advised in writing that he or she does not oppose such modification, alteration or extension, **AND PROVIDED THAT** no modification, alteration or extension shall be made to this Trust Deed without the prior written consent of Mrs Liangis, which consent shall not be unreasonably refused.
- (k) to pay first out of the Trust Fund all costs, charges and expenses incidental to the management of the Trust or to the exercise of any power, authority or discretion herein contained or the carrying out or performing of the Trust which the Trustees may at any time incur including all income tax (if any) or other taxes payable in respect of the Trust, and all stamp duty, settlement duty, gift duty, probate duty, revenue duty or any other imposts or moneys of whatever nature payable in respect of these presents or the gifts or settlement hereby effected or in respect of any additional moneys or investments donated, paid or transferred to the Trustees upon the trusts hereof and whether under the laws of the Commonwealth of Australia or of any States or Territories thereof or any country;
- (l) to make, rescind and vary regulations (not being inconsistent with this Trust Deed) for the purposes of the administration of the Trust and the management of the Trust Fund and the conduct of its business;
- (m) to appoint such committees, including committees of themselves, as the Trustee shall think fit to assist it in the work of the Trust and may delegate to such committees such of their powers

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and duties as they think fit PROVIDED THAT the Trustee shall be informed of all acts and proceedings of any such committee as soon as practicable thereafter; and

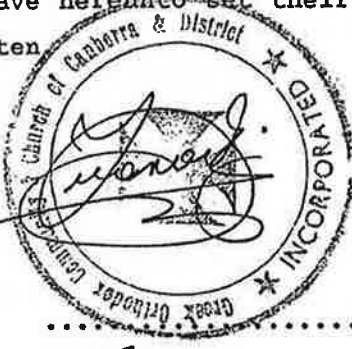
- (n) to do all such other acts and things as shall from time to time be conducive or effective to attain the specified purposes or to give effect to the Trust.
10. No Trustee nor any member of the Management Committee shall receive any remuneration from the Trust Fund but a Trustee and a member of the Management Committee or any committee established under sub-clause 9(m) may be reimbursed any proper out-of-pocket expenses actually incurred by them in carrying out their duties hereunder or actually incurred on behalf of the Trust subject to any regulations that the Trustees may make as to the amount payable in respect of such expenses or the type of expense that may or may not be re-imbursed.
11. No Trustee shall be answerable for the acts or defaults of his or her co-trustees or for any act done in conformity with an effective decision of a majority of Trustees. Except in the case of dishonesty or wilful act or omission known to be a breach of trust, the Trustees shall be indemnified to the extent of the Trust Fund held by them against all liabilities incurred by them in the execution or attempted execution or arising from or out of the execution or non-execution of the trusts authorities, powers and discretions of this Trust Deed.
12. In the event that the Trust should be terminated for any reason any moneys or other assets remaining after the satisfaction of all liabilities of the Trust shall be distributed to such funds, authorities or institutions as are approved by the Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of paragraph 78(1)(a)(i) or (ii) of the Act and which, as nearly as possible, carry out or encompass purposes which include or are consistent with the purposes of this Trust. *in the ACT.*
13. Notwithstanding anything contained herein, upon completion of the Hostel, the Trustee shall assign to Father Carpis and his wife a life interest in a unit in the Hostel to be nominated by Mrs Liangis such assignment to be free of any costs, charges, fees or expenses which the Trustee may otherwise charge or receive in respect of such occupation, but so that such interest shall not entitle Father Carpis or his wife to sell, mortgage, encumber, pledge or otherwise change that interest and upon the death of the survivor of them, the whole of the interest in that unit shall revert to the Trustee as part of the Trust Fund.

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- 14. No part of the said Trust constituted at the date of any variations or alterations lawfully made to this Trust Deed shall become freed from the limitations imposed by Clauses 2, 8(b), 9(j), 12 and 13.
- 15. This Trust Deed shall be governed by and construed in accordance with the laws of the Australian Capital Territory.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written

THE COMMON SEAL of THE GREEK ORTHODOX]
 COMMUNITY AND CHURCH OF CANBERRA AND]
 DISTRICT INCORPORATED]
 was hereunto affixed by authority]
 of its Board of Directors in]
 the presence of:]



.....
 Director
 President .

A. I. ...
M. ...

 Secretary Vice - President .