

DATED the 20th day of MAY . 2009.

BETWEEN:

EUNICE EMILY de ZILVA and PAULINE MARIE ANDREE
(hereinafter called "the Settlor")

AND:

INEZ ANDREE CHARITIES PTY LTD A.C.N. 137180922
(hereinafter called "the Trustee")

**DEED OF TRUST
OF
THE INEZ ANDREE BENEVOLENT TRUST**

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DEED OF TRUST

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(hereinafter called "the Settlor")

AND:

INEZ ANDREE CHARITIES PTY LTD A.C.N. 137180922
(hereinafter called "the Trustee")

Recitals

- (a) The Settlor wishes to establish a Charitable Trust to operate as a Public Benevolent Institution;
- (b) The Principal Purpose of the Institution is to provide residential accommodation to all persons in the community who are in need of such residential accommodation and/or associated services on account of:
 - i. Trauma effecting that person or any person in their family or in a close relationship with that person;
 - ii. Crisis impacting on that person or on any person in their family or in a close relationship with that person;
 - iii. The economic circumstances of that person or members of that persons family;
 - iv. The medical and/or health needs of that person or members of that person's family and including the medical and health needs of a close friend or acquaintance of that person.
- (c) For the purpose of providing the accommodation and associated services referred to, it is proposed that the Institution will acquire real property, including homes, units, flats and vacant land on which residential buildings will be constructed;
- (d) It is the intention of the Settlor that the services provided in addition to those set out in recital clause "b" shall include any other benevolent service of a similar kind or related to the Principal Purpose set out in clause "b" but shall include the provision of other charitable or benevolent services as determined from time to time by the Trustee;
- (e) For the purpose of meeting the Principal Purpose and all other purposes of the Institution, it is the Settlor's intention that the Trustee shall apply for and obtain such assistance, grants, consents and other accommodations provided by private

- and/or government assistance packages that are available to the Trustee from time to time;
- (f) It is a further purpose of the Public Benevolent Institution that it will offer its services to all members of the Australian community without discrimination;
 - (g) It is the intention of the Settlor that the Institution will at all times operate as a Charity.

This Deed witnesses:

1. NAME

The name of the Trust shall be **THE INEZ ANDREE BENEVOLENT TRUST;**

2. DEFINITIONS AND INTERPRETATION:

2.1 Definitions

In this Deed:

Accounting Period means the period from the date of this deed to the following 30 June and then each period of 12 months ending on 30 June in each year, or any other period that the Trustee decides;

Advisory Committee means a committee established under clause 12;

Associate has the meaning outlined in section 78A of the *Income Tax Assessment Act 1936* as if the reference to the “donor” in that section were a reference to the person who under this Deed is referred to in relation to the Associate;

Commissioner means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97;

Donor means the donor of a gift to the Trust;

Eligible Charity means a fund, authority or institution:

- (a) Which is charitable at law; and
- (b) Gifts to which are deductible under item 1 of the table in section ?? of ITAA 97;

ITAA 97 means the *Income Tax Assessment Act 1997*;

Major Donor means, at a particular time, a Donor who has made gifts totalling more than \$10,000 to the Trust since the date of this deed;

Principal Purpose of the Trust means the purpose or purposes outlined in clause 4;

Responsible Person means an individual who satisfies any one of the following:

- (a) Performs a significant public function;
- (b) Is a member of a professional body having a code of ethics or rules of conduct;
- (c) Is officially charged with spiritual functions by a religious institution;
- (d) Is a director of a company whose shares are listed on the Australia Stock Exchange;
- (e) Has received formal recognition from government for services to the community; or
- (f) Is approved as a Responsible Person by the Commissioner, and who unless the Commissioner otherwise agrees, is not:
 1. the Settlor or a Donor;
 2. an employee of the Settlor, the Trustee or a Major Donor;
 3. an Associate of the Settlor, the Trustee or of a Major Donor or of the directors or members of the board or other controlling committee of the Trustee other than:
 - a. in a professional capacity;
 - b. as a member of the board or other controlling committee of the Trustee; or
 - c. as a member of the Trustee.

Settled sum means one hundred dollars (\$100.00).

Specified Income means income of the Trust other than donations, gifts, government grants, and other voluntary transfers of property to the Trust;

Trust means the Trust established under this Deed;

Trustee means the person named in this Deed as the Trustee and any other Trustee for the time being of the Trust; and

Trust Fund means:

- (a) the Settled sum;
- (b) all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund;
- (c) all accretions to the Trust Fund;
- (d) all accumulations of income; and

- (e) the money, investments and property from time to time representing the above or into which they are converted, and includes any part of the Trust Fund.

2.2 Interpretation

In this Deed unless the context requires otherwise:

- (a) the singular (including defined terms) includes the plural and the plural includes the singular, and words of any gender include all genders;
- (b) a reference to this Deed means this Deed as originally executed and as from time to time lawfully amended; and
- (c) a reference to any legislation or a provision of any legislation includes any amendment to that legislation or provision, any consolidation or replacement of that legislation or provision and any subordinate legislation made under that legislation.

2.3 Headings

Headings are used for convenience only and do not affect the interpretation of this Deed.

3. Declaration of trust

The Settlor and the Trustee declare that the Trustee must hold the Trust Fund and the income from the Trust Fund on the trusts, with the powers and subject to the provisions in this Deed.

4. Purposes

4.1 Application of income and capital

- (a) The Trustee shall hold the Trust Fund including, in particular any real property held by the Trustee or to be acquired by the Trustee together with the income of the Trust Fund derived in each accounting period upon Trust, to pay or apply the same and if and so far as it shall think fit, to use all of any part of the capital of the Trust Fund, principally for the following purposes:
 - To provide residential accommodation and associated residential services to all persons in the Australian community, without discrimination, who are in need of residential accommodation or residential services arising for any reason the Trustee considers appropriate but in particular on account of:

- i. Trauma effecting that person or any person in their family or in a close relationship with that person;
 - ii. Crisis impacting on that person or on any person in their family or in a close relationship with that person;
 - iii. The economic circumstances of that person or members of that person's family;
 - iv. The medical and/or health needs of that person or members of that person's family and including the medical and health needs of a close friend or acquaintance of that person;
- (b) The accommodation and associated services shall be open, without discrimination, to every member of the public, including persons who are not residents.
- (c) The terms and conditions of the services including the availability of such accommodation shall be as the Trustee considers appropriate for the cost of providing such service and on such terms and conditions that are consistent with the social and economic circumstances of the person needing that accommodation and/or that service. The Trustee shall have the discretion to apply charges in such amounts as may meet the cost to the Trustee to provide those services or at a nominal cost or at no cost as the Trustee decides from time to time in the sole discretion of the Trustee.
- (d) In accordance with the Principal Purposes of this clause, the Trustee shall use the Trust Fund and any real property held by the Trust to maximise opportunities for members of the public to have close and immediate access to the hospital or hospitals and in such way and on such terms and conditions as the Trustee in its sole discretion determines.
- (e) Notwithstanding the Principal Purposes set out in subclause "a" the Trustee shall hold the fund for such other benevolent and/or charitable purposes which the Trustee shall determine from time to time.

4.2 Trustee use of the Trust Fund

Notwithstanding any of the decisions of the Trustee pursuant to this clause, the Trustee shall be entitled to use the Trust Fund or any part of the income derived from the Trust Fund to meet the actual costs incurred by the Trustee in providing the above services, including any wages paid to staff employed by the Trust or any other associated out of pocket expense, including but not limited to rates, insurance, maintenance and repair.

4.3 Factors Trustee may consider

In exercising its discretions under clause 4.1, the Trustee may have regard to:

- (a) Any recommendations of the Advisory Committee; and
- (b) The provisions and objects, so far as they are consistent with the Principal Purpose of the Trust, of any other trust (provided that Trust is established for a Public Benevolent Purpose or is a Charitable Trust) including a trust established by a testamentary instrument).

4.4 Policies and rules

For the purpose of paying or applying the income or capital, the Trustee may:

- (a) Formulate policies;
- (b) Make rules in connection with a policy; and
- (c) Revoke or amend a policy or rule and formulate others.

4.5 Trustee may accumulate

Despite clause 4.1, the Trustee may, in any Accounting Period accumulate and retain so much of:

- (a) The Specified Income as is:
 - (1) necessary to maintain the capital of the Trust Fund at a level calculated by adjusting the capital at the beginning of that Accounting Period to reflect the movement in the All Groups Consumer Price Index during the Accounting Period immediately before that Accounting Period; or
 - (2) from time to time approved by the Commissioner; and
 - (b) All other receipts or income of the Trust as are from time to time approved by the Commissioner.
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5. Uncommercial Transactions

- (a) Apart from providing services provided for in clause 4, no part of the Trust Fund or the income may be used or paid or applied, directly or indirectly to benefit:
 - 1. the Settlor;
 - 2. the Trustee;
 - 3. any Donor to this Trust;
 - 4. any associate of the Settlor, the Trustee or a Donor by way of an uncommercial transaction.

- (b) In clause 5(a), an **Uncommercial Transaction** means the provision of a financial or other benefit on terms which:
1. would not be reasonable in the circumstances if the benefits were provided on an arms length basis; or
 2. are more favourable to the recipient than the terms referred to in clause 5(b)(1),

and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

6. Establishment and Operation of Gift Fund

(a) Maintaining Gift Fund

The Trustee must maintain for the Principal of the Trust a fund called the **Gift Fund**. The following shall be deposited into that Fund:

- (a) All gifts of money received by the Trust for the Principal Purpose of the Trust; and
- (b) Any money received by the Trust because of those gifts, including the sale proceeds of any non-cash gifts donated for the Principal Purpose.

The Trustee shall not allow any other property or money to be received by or paid into the Gift Fund.

6.2 Limits on use of Gift Fund

The Trustee must use the following only for the Principal Purpose of the Trust:

- (a) Gifts made to the Gift Fund;
- (b) Any money received because of those gifts.

6.3 Winding Up

- (a) In the event of the winding up of the Gift Fund, any surplus assets of the Gift Fund must be transferred to an Eligible Charity or Charities as the Trustee determines in the Trustee's sole discretion.
- (b) Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of the ITAA 97 are satisfied, a transfer under this clause must be made in accordance with those conditions.

6.4 Bank Account

The Trustee must maintain a separate bank account for the Gift Fund.

6.5 Gift Fund forms part of the Trust Fund

To avoid any doubt, it is declared that the Gift Fund forms part of the Trust Fund.

7. Qualifications of Trustee

- (a) The Trustee must be:
 - 1. a Responsible Person;
 - 2. three or more persons, who are Australian citizens and at least one of whom is a Responsible Person; or
 - 3. a company or other body corporate whose board of directors or other controlling body includes at least one Responsible Person.

 - (b) If the requirement in clause 7(a) is at any time not met the Trustee must not exercise any discretion or power until the requirement is met or in the following circumstances:
 - 1. for the purpose of exercising a statutory power to appoint a new or additional Trustee;
 - 2. to protect the Trust Fund; or
 - 3. in the case of urgency.

 - (c) If the requirement in clause 7(a) is at any time not met and if the Trustee does not have or is unable to exercise a statutory power of appointing a new or additional Trustee as outlined in 7(b)(1), the Trustee may by writing appoint a new or additional Trustee.

 - (d) A Trustee, or any individual Trustee may resign at any time on giving thirty (30) days notice subject to a substituted Trustee being appointed within that time.
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8. Trustee's Powers

8.1 Investment

The Trustee must invest money of the Trust Fund in accordance with the Provisions of the *Trusts Act* (1973) however, the power to invest does not include the following powers:

- a. Investments in speculative or hazardous enterprises;
- b. Investments in joint venture arrangements other than with other Charitable and/or Benevolent Institutions.

8.2 Other Powers:

Subject to the Principal Purpose of the Trust, the Trustee shall have the following additional powers:

1. To purchase any real property, which in the opinion of the Trustees, may be used for the Principal Purpose of the Trust;
2. To enter into contracts for the construction of new residential premises, or to add to or alter any additional residential premises and to employ architects, engineers, surveyors and other appropriate professionals to assist them to carry out the construction or alteration of any such structures;
3. To make such application to the Commonwealth, State or local Governments as the Trustee considers to be appropriate for the purpose of obtaining any grants, permits or approvals to assist the Trustee to achieve the Principal and other Purposes of the Trust including applications under the ITAA 97 for income tax exemption and for certification as a Deductible Gift Recipient and to apply for an Australian Business Number;
4. To employ or enter into a sub-contract with any person or entity for the purpose of engaging such persons in carrying out activities which will assist the Trustee to achieve the Principal Purpose of the Trust;
5. To join with and enter into a partnership with or engage in a joint venture with any other person or entity already engaged in or seeking to be engaged in the provision of services of a similar kind to the services to be provided by the Trustees of this Trust;
6. To enter into confidential arrangements or agreement with the administrators of any hospital for the purpose of obtaining from that hospital information, including information which the Trustee is obliged to treat in confidence, for the purpose of enabling the Trustee to determine eligibility for members of the public seeking the use of the services by the Trust;
7. To change any investment for any other investment and or to vary the terms and conditions on which any investment is held;
8. To sell or otherwise dispose of the whole or any part of any investment or any real property held by the Trustee for the purposes of the Trust;
9. To borrow or raise or secure the payment of money and secure the money of any debt, liability, contract, guarantee or other engagement in any way, and, in particular, by mortgage, charge,

lien, encumbrance, debenture, or other security, fixed or floating, over any present or future asset of any kind wherever situated;

10. Take and act on the opinion of a barrister practising in Australia in relation to the interpretation or effect of this deed or any of the trusts or powers of this deed without responsibility for any loss or error resulting from doing so, but this provision does not stop the Trustee from applying to a court of competent jurisdictions;
11. Take any action for the adequate protection or insurances of any part of the Trust Fund;
12. Purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
13. Subject to all the Trusts of this deed generally:
 - a. Perform any administrative act; and
 - b. Pay or deduct all costs, charges, commission, stamp duties, imposts, outgoings and expenses of or incidental to the Trust Fund or its management (whether or not the Trustee is under any legal obligation to make the payment) or in connection with the preparation, execution and stamping of this deed, as though the Trustee were the absolute owner of the Trust Fund and the income of the Trust Fund;
14. Attract and encourage donations, gifts (by Will or otherwise), endowments, Trust distributions and other forms of financial assistance to or for the benefit of the Trust;
15. Employ and pay or provide any benefit for any employee without being responsible for the default of the employee or any loss occasioned by the employment;
16. Engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement;
17. sponsor, organise and undertake fund raising activities and arrange for the issue of appeals to the public for donations;
18. Accept as part of the Trust Fund any gifts (by Will or otherwise), donations, settlements or other dispositions in money, moneys worth of property to or in favour of the Trust Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with

them in any way that the Trustee may invest, apply or deal with the Trust Fund under this deed;

19. Decline or otherwise refuse to accept as part of the Trust Fund any gift (by Will or otherwise), donation, settlement or other disposition in money, moneys worth or property;
20. Manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any Eligible Charity to occupy the property on the terms and conditions the Trustee thinks fit, provided that same are supportive of the Principal Purposes of the Trust;
21. To grant to any person accommodation and/or accommodation services of a residential nature to such persons and on such terms and conditions as the Trustee considers appropriate to enable the Trustee to achieve directly or indirectly all of the Principal Purposes of the Trust and other purposes of the Trust as determined by the Trustees from time to time;
22. To undertake or engage in other benevolent and/or charitable activities as the Trustees determine to do from time to time.
23. Do all other things incidental to the exercise of the Trustee's powers under this Deed and in accordance with the powers vested in the Trustee pursuant to the provisions of the *Trusts Act* (1973);
24. Nothing in this Deed is to be read or interpreted to allow a Corporate Trustee, if any, to reduce or avoid its obligations as a corporation established under the laws of the Commonwealth of Australia or any State of Australia.

8.3 Powers are Supplementary

The powers and discretions in clause 8.2 are to be treated as supplementary or additional to the powers vested in Trustees by law.

- 8.4 Notwithstanding anything else in this Deed, no power conferred on the Trustee may be exercisable and no provision shall operate so as to allow Trust property or its income:
 - a. To become payable to or applicable for the benefit of the Settlor; or
 - b. To be applied for any purpose that is not directly or indirectly charitable or of a benevolent nature.

9. Liability for Breaches of Trust

9.1 Trustee

The Trustee, where purporting to act in the exercise of the trusts of this deed or exercises powers or discretions under this deed is:

- (a) Not liable for any loss or liability; and
- (b) Entitled to be indemnified from the Trust Fund in respect of any loss or liability,

Unless the loss or liability is attributable to:

- (c) The dishonesty of the Trustee; or
- (d) The wilful commission or omission of an act known by the Trustee to be a fraudulent breach of Trust in bad faith.

9.2 Officers, Agents or Employees

Any officer, agent or employee of the Trustee purporting to exercise powers or discretions under this deed is:

- (a) Not liable for any loss or liability; and
- (b) Entitled to be indemnified from the Trust Fund in respect of any loss or liability,

Unless the loss or liability is attributable to:

- (c) The dishonesty of that officer, agent or employee of the Trustee; or
- (d) The wilful commission or omission of an act known by that officer, agent or employee of the Trustee to be a fraudulent breach of trust in bad faith.

10. Indemnity of Trustee from Trust Fund

The Trustee is entitled to be indemnified out of the Trust Fund in respect of:

- (a) All costs and expenses incurred by the Trustee relating to:
 - 1. Entering into this deed or any deed amending this deed;
 - 2. Establishing, operating, administrating, amending, terminating and winding up the Trust; or
 - 3. All matters incidental to the Trust; and
- (b) All liability incurred (including liability for income tax and other taxes and all fines and penalties payable in relation to those taxes) and acts and things done in connection with or resulting from the matters referred to in clause 10(a) including, but not limited to, the Trustee performing its duties and exercising its powers and discretions under this deed.

11. Books of Account and Receipts

11.1 Trustee to keep accounts

The Trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Fund and of all dealings connected with the Trust Fund.

11.2 Financial Statements

As soon as practical after the end of each Accounting Period the Trustee must prepare or cause to be prepared a financial statement showing the financial position of the Trust Fund at the end of that Accounting Period.

11.3 Audit

The financial statement must be audited by a person registered, or taken to be registered as a auditor under Part 9.2 of the *Corporations Act 2001*

11.4 Receipts

Receipts issued for gifts must state:

- (a) The name of the Trust Fund;
- (b) The Australian Business Number (ABN) applicable to the Trust; and
- (c) The fact that the receipt is for a gift.

12. Advisory Committees

- (a) The Trustee may establish Advisory Committees and appoint and remove or make provision for the appointment and removal of, members of Advisory Committees.
- (b) Each Advisory Committee may consist of a single individual or the number of individuals that the Trustee decides.
- (c) The functions of each Advisory Committee will be decided by the Trustee and, subject to the Trustee's decision, will be to advise the Trustee on how payments or applications of income and capital should be made under clause 4.
- (d) The Trustee may specify:
 1. The manner in which proceedings of each Advisory Committee are to be conducted;
 2. The matters which the Advisory Committee must have regard to in carrying out its functions; and
 3. Any other matters concerning the Advisory Committee or its functions that the Trustee Decides.

13. Patrons

The Trustee may appoint any person as a patron of the Trust.

14. Amending this Deed

The Trustee may by Deed revoke, add to or vary any of the provisions of this Deed as long as:

- (a) No part of the Trust Fund or the income of the Trust Fund becomes subject to any Trusts other than Public Charitable Trusts or Public Benevolent Institutions; and
 - (b) Unless the Commissioner consents to the revocation, addition or variation:
 - 1. No part of the Trust Fund or the income of the Trust Fund becomes subject to Trusts other than Trusts for the provision of money, property or benefits to or for Eligible Charities;
 - 2. No amendment is made to or affecting clauses 4.4 or 5;
 - 3. No amendment is made which authorises the Trustee to invest money of the Trust Fund other than in a manner in which Trustees are permitted to invest under the laws of Australia or any State or Territory of Australia;
 - 4. No amendment is made to this clause 14 so as to permit this deed to be amended in a manner prohibited by clause 14(b)(1), (2) or (3); and
 - 5. The Trustee notifies the Commissioner of the amendment.
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15. Trustee's Remuneration

The Trustee may charge and be paid out of any part of the capital or income of the Trust Fund the remuneration that the Trustee considers to be fair and reasonable. However, the maximum remuneration chargeable by the Trustee in respect of any Accounting Period must not exceed an amount equal to the maximum commission chargeable by Trustee companies under Queensland State Legislation in respect of that Accounting Period.

16. General**16.1 Receipt by others**

The receipt of the person purporting to be the treasurer, secretary or other proper officer of any recipient of a payment or application of income or

capital from the Trust Fund is a sufficient discharge to the Trustee and the Trustee need not see to the application of the payment or application.

16.2 Trustee's discretions and powers

Except where there is an express contrary provision in this deed, every discretion given to the Trustee is absolute and uncontrolled and every power given to it is exercisable in its absolute and uncontrolled discretion.

16.3 Personal interest of Trustee

The Trustee and any person who is a member of the board or other controlling committee of the Trustee may exercise or concur in exercising all powers and discretions given by this deed or by law even though the Trustee or that person:

- (a) Has or may have a direct or personal interest or a conflict of fiduciary duty in the method or result of exercising the power or discretion; or
- (b) May benefit either directly or indirectly from the exercise of any power or discretion,

and even if the Trustee is a sole Trustee.

16.4 Delegation of Powers

The Trustee may by power of attorney or otherwise delegate to any person any of the discretions or powers given to it under this deed. The exercise of any of the discretions or powers of this deed by an attorney or delegate is valid and effectual and binds all persons interested under this deed.

16.5 Trustee's Receipts

The Trustee may receive money and other property and give valid receipts for all purposes including:

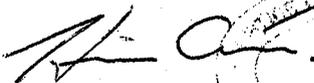
- a. Those of any statute; and
- b. The receipt of any capital money which may or may not be deemed to be capital money for the purposes of any law relating to settled land,

and even if the Trustee is a sole Trustee.

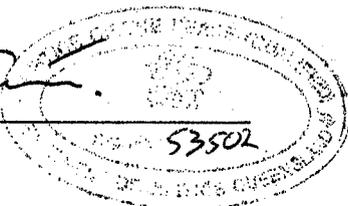
SIGNED, SEALED AND DELIVERED

by **PAULINE MARIE ANDREE**

in the presence of:



Witness



Settlor

HIRAM ANDREE J.P. QUILL

Name of Witness (please print)

SIGNED, SEALED AND DELIVERED

by **INEZ ANDREE CHARITIES PTY LTD ACN 137 180 922**

in the presence of:



Secretary/Director
SHARNE ANTHONY ANDREE



Director
NICHOLAS ARNOLD ANDREE



Director
WILLIAM TIMOTHY DELANEY