

**C4 (CENTRE FOR CRITICAL CARE COLLABORATION) LIMITED ACN [600 486 708]**

**A SPECIAL INTEREST GROUP OF  
AUSTRALIAN CRITICAL CARE SPECIALISTS**

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**CRITICAL CARE EDUCATION TRUST DEED**

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THIS DEED OF TRUST is made the *2nd* day of *July* 2014

**BETWEEN:**                 **WALTER JONATHAN CASSON** of  
  ( **Settlor** ) of the first part.

**AND:**                       **C4 (CENTRE FOR CRITICAL CARE COLLABORATION) LIMITED**  
**ACN [600 486 708]** of 16 Victoria Street, Roseville NSW 2069  
( **Trustee** ) of the second part.

## **BACKGROUND**

- A. It is intended by this Trust Deed to establish a foundation to be known as the "Critical Care Education Trust" (**Foundation**).
- B. The Settlor has paid or intends on the execution hereof to pay to the Trustee the sum of Ten Dollars (\$10.00) (**Initial Sum**).
- C. The Initial Sum is to form part of this Trust Fund as hereinafter defined and the Trustee consents to hold the Trust Fund upon the trusts and subject to the terms hereinafter contained.

**THE PARTIES COVENANT** that the Settlor hereby directs that the Trustee shall and the Trustee hereby declares that it holds and stands possessed of the Trust Fund and income thereof upon with and subject to such trusts powers and provisions as are declared in this Trust Deed.

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

- (a) **ACNC** means The Australian Charities and Not for Profit Commission, or any body which might succeed to or replace the powers, functions or duties of the ACNC.
- (b) **Advisory Committee** means a committee established under clause 10.
- (c) **Associate** has the meaning outlined in section 318 of the ITAA 36.
- (d) **Commissioner** means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97.
- (e) **Critical Care** means specialised care of patients whose conditions are life-threatening and who require comprehensive care and constant monitoring.

- (f) **Deductible Contribution** means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event held for the purpose of the Trust.
- (g) **Donor** means the donor of a Gift or a Deductible Contribution to the Trust.
- (h) **Eligible Entity** means a fund, authority or institution:
  - (i) which is charitable at law;
  - (ii) endorsed as a charity by the ACNC;
  - (iii) that is an exempt entity as defined in section 995-1(1) of ITAA 97; and
  - (iv) gifts which are deductible under item 1 of the table in section 30-15 of ITAA 97.
- (i) **Financial Year** means the period from the date of this deed to the following 30 June and then each period of 12 months beginning on 1 July and ending on 30 June in each year or such other period as agreed to by the ACNC and/or the Commissioner.
- (j) **Gift** means a gift as described in item 2 of the table in section 30-15 of the ITAA 97 to the Trust
- (k) **ITAA 36** means the Income Tax Assessment Act 1936.
- (l) **ITAA 97** means the Income Tax Assessment Act 1997.
- (m) **Officer of the Trustee** includes a director, a member of a committee of management or any other controlling body of the Trustee.
- (n) **Responsible Person** means an individual who:
  - (i) performs a significant public function;
  - (ii) is a member of a professional body having a code of ethics or rules of conduct;
  - (iii) is officially charged with spiritual functions by a religious institution;
  - (iv) is a director of a company whose shares are listed on the Australian Securities Exchange;
  - (v) has received formal recognition from government for services to the community;
  - (vi) is an individual before whom a statutory declaration may be made; or

- (vii) is approved as a Responsible Person by the Commissioner.
- (o) **Settled Sum** means \$100.
- (p) **Specified Income** means Income of the trust other than donations, gifts, government grants and other voluntary transfers of property to the Trust.
- (q) **TAA 53** means the Taxation Administration Act (Cth) 1953.
- (r) **Trust** means the Trust established under this deed.
- (s) **Trustee** means the person named in this deed as the Trustee and any other Trustee for the time being of the Trust.
- (t) Trust Fund means:
  - (i) the Settled Sum;
  - (ii) all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund including all Gifts and Deductible Contributions;
  - (iii) all income of the Trust Fund including income earned or to which it is entitled;
  - (iv) all accretions to the Trust Fund;
  - (v) all accumulations of income;
  - (vi) all money, investments and property from time to time representing the above or into which they are converted;
  - (vii) and includes any part of the Trust Fund.
- (u) Trust Purpose means the purpose outlined in clause 3.1.
- (v) **Business Day** means any day which is not Saturday, Sunday or a public holiday.
- (w) **Claims** means actions, suits, causes of action, arbitrations, debts, dues, costs, claims, demands, verdicts, orders and judgments either at law or in equity or arising under a statute and whether or not the matters giving rise to those claims are known to the Parties at the date of this Deed.
- (x) **Deed** means this Deed and includes the descriptions of parties, recitals, schedules and annexures to the Deed.

- (y) **Loss** means, in relation to any person, any damage, loss, cost expense or liability incurred by the person or any claim, action, proceeding or investigation made against the person however arising and whether present or future, fixed or unascertained, actual or contingent.

## 1.2 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;
- (c) a reference to any legislation or legislative instrument or a provision of any legislation or legislative instrument, includes any amendment to that legislation or legislative instrument or provision, any consolidation or replacement of that legislation or legislative instrument or provision, and any subordinate legislation or legislative instrument made under that legislation or legislative instrument; and
- (d) a reference to a donation includes a Gift.
- (e) Words importing the singular meaning include the plural and vice versa, any reference to a "person" includes a corporation and words importing one gender import all others.
- (f) Any agreement, covenant, representation or warranty on the part of or in favour of any two or more persons bind them, or is in favour of each of them, both jointly and severally.
- (g) References to any legislation or to any provision of any legislation shall include any modification or re-enactment, or any legislation or legislative provision substituted for or corresponding or similar to, and all legislative and statutory instruments issued under such legislation or such provision.
- (h) A reference to a clause, paragraph, item or schedule is a reference to a clause, paragraph, item or schedule of this Deed.
- (i) A reference to a party to a document includes that party's legal personal representatives, heirs, executors, administrators, beneficiaries, successors and permitted assigns.
- (j) A reference to "\$" or "dollars" is to Australian currency.

- (k) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this Deed.
- (l) Where an expression is defined it has the same meaning throughout the Deed.
- (m) "Including" and other similar words are not words of limitation.
- (n) General words following words describing a particular class or category are not restricted to that class or category.
- (o) In the event that pursuant to this Deed an act is due to be performed on a day which is not a Business Day then that act shall be performed on the next Business Day, provided that, if the act involves the payment of money, and holding over the act would cause the payment to be paid in the following month, then the payment must be made on the last Business Day of the month in which the act is due.
- (p) A reference to bankruptcy, or winding up or insolvent includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration (as defined in Part 1.2, Division 1, *Corporations Act 2001* (Cth)), being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of those conditions or matters.
- (q) A reference to an accounting term is a reference to that term as it is used in the accounting standards under the *Corporations Act 2001* (Cth), or if not inconsistent with these standards, in accounting principles and practices generally accepted in Australia.
- (r) A reference to a "subsidiary" of a body corporate is to a subsidiary of that body corporate in accordance with Part 1.2, Division 6 of the *Corporations Act 2001* (Cth).
- (s) A reference to a "holding company" of a body corporate is to a body corporate of which that body corporate is a subsidiary within the meaning of Part 1.2, Division 1 of the *Corporations Act 2001* (Cth).
- (t) A reference to a "related body corporate" of a body corporate is to a body corporate which is related to that body corporate within the meaning of Part 1.2, Division 6 of the *Corporations Act 2001* (Cth).

### **1.3 Headings**

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



## **2. DECLARATION OF TRUST**

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

## **3. PURPOSE**

### **3.1 Trust Purpose**

The Trustee shall stand possessed of the Trust Fund upon trust to apply the Trust Fund for the purpose of providing money, property or benefits in its discretion in such amounts and upon such terms as the Trustee thinks fit for the purpose of:

- (a) educate in Critical Care; and
- (b) provide support and facilitate health promotion and the prevention and control of disease in human beings with specific reference to diseases endemic to the practice of Critical Care.
- (c) developing, supporting and facilitating innovative initiatives in Critical Care Education;
- (d) fostering collaboration and sharing of education;
- (e) promoting equitable access to Critical Care Education initiatives;
- (f) developing open access programmes in developing regions for Critical Care Education initiatives;
- (g) seeking affiliations with other associations or bodies with similar or complimentary objects;
- (h) providing information to professional bodies, as well as government bodies and institutions;
- (i) promoting excellence in Critical Care through maintenance of knowledge and skill base;
- (j) supporting initiatives in Critical Care that promote professional well-being, networking and the sharing of information;
- (k) supporting initiatives in Critical Care that promote multi-disciplinary learning;
- (l) using appropriate media to disseminate information concerning Critical Care Education;
- (m) doing all such other lawful things as are incidental and conducive to the attainment of the above objectives.

- (n) The purpose of the Trust must be consistent with the requirements to maintain the tax concession charity and deductible gift recipient status of the Trust and is prohibited from doing anything to jeopardise this status or including an object or purpose which is inconsistent with either of the following:
  - (i) the Trust's not for profit status; or
  - (ii) the Trust's tax concession charity and deductible gift recipient status.

### **3.2 Application of Income and Capital**

- (a) The Trustee must pay or apply the Trust Fund solely for the purpose of providing money, property or benefits to or for the purposes of the trust.
- (b) Where gifts to an Eligible Entity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of ITAA 97 are satisfied, a payment or application of the Trust Fund must be made in accordance with those conditions.

### **3.3 Factors Trustee may consider**

In exercising its discretions under clause 3.1, the Trustee may have regard to:

- (a) any recommendations of an Advisory Committee; and
- (b) the provisions and objects, so far as they are consistent with the Trust Purpose, or of any other Trust (including a Trust established by a testamentary instrument) where:
  - (i) the capital of the other Trust has been transferred to or otherwise vested in the Trustee to hold on the Trusts of this deed; and
  - (ii) the Trustee of the other Trust has requested the Trustee to recognise the provisions or objects of the other Trust in exercising the Trustee's discretions and powers under this deed.

### **3.4 Policies and rules**

For the purpose of paying or applying the Trust Fund, 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.

### **3.5 Trustee May Accumulate**

Despite clause 3.1 the Trustee may, in any accounting Period, accumulate and retain so much of the income and capital of the Trust Fund as is from time to time reasonably necessary to fund ongoing administration and fund raising activities provided the proportion of the Specified Income accumulated in any Accounting Period does not exceed 20% of the Specified Income derived by the Trustee during that period or some higher percentage as approved by the Commissioner.

### **3.6 Not-for-profit entity**

The Trust is established as and must operate as a not-for-profit entity.

### **3.7 In Australia**

The Trust is established in and must operate only in Australia.

### **3.8 Invited to contribute**

The public must be invited to contribute to the fund.

### **3.9 Sub-funds**

- (a) The Trustee may maintain a management account in respect of Gifts and Deductible Contributions from a particular donor or group of donors.
- (b) The management account may be used to record receipts from a donor or group of donors, money received because of those Gifts and Deductible Contributions and payments or applications from the management account.
- (c) The donor or group of donors (or persons nominated by the donor or group of donors) may make requests or indicate preferences, as to the name of the management account, and as to the payments or applications from the account.
- (d) The Trustee is under no obligation to comply, and the Trustee may not agree or give an assurance that it will comply, with any request or preference.
- (e) The management account forms part of the Trust Fund and is not a separate fund.
- (f) The management account may not be separately invested or be separately accounted for in the statutory financial statements of the Trust.
- (g) The Trustee may at any time cease to maintain the management account and account for the money and investments in the general accounts for the Trust Fund.

- (h) The Trustee may provide reports of the investments and application of the management account to the donor or group of donors but is not under an obligation to do so.
- (i) The Trustee may formulate rules and policies relating to the maintenance of the management account provided they are not contrary to this Trust Deed or any requirements of the Commissioner.

#### **4. BENEFITS**

Apart from a payment or application authorised under clause 4.1, or a payment or application allowed by the Commissioner, no part of the Trust Fund may be paid or applied, directly or indirectly, to or for:

- (a) a Trustee;
- (b) a member, director, employee, agent or Officer of a Trustee;
- (c) a Donor;
- (d) a Settlor; or
- (e) an Associate of any of these entities.

#### **5. QUALIFICATIONS OF TRUSTEE**

- (a) The Trustee must be a company or other body corporate, a majority of whose board of directors or other controlling body comprises Responsible Persons.
- (b) If at any time the requirement in clause 5(a) is not met, the Trustee must not exercise any discretion or power until the requirement is met, except:
  - (i) for the purpose of exercising a statutory power to appoint a new or additional Trustee;
  - (ii) to protect the Trust Fund; or
  - (iii) in the case of urgency.

#### **6. TRUSTEES POWERS**

##### **6.1 Powers**

The Trustee must invest money of the Trust Fund only in a way in which Trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia , where relevant, consistent with the Trust's investment strategy:

- (a) change an investment for any others or vary the terms and conditions on which an investment is held;
- (b) sell or otherwise dispose of the whole or any part of the investments or property of the Trust Fund;
- (c) borrow or raise or secure the payment of money and secure the repayment 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 and wherever situated;
- (d) 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 jurisdiction;
- (e) take any action for the adequate protection or insurance of any part of the Trust Fund;
- (f) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
- (g) subject to the trusts of this deed, generally:
  - (i) perform any administrative act; and
  - (ii) whether or not the Trustee is under any legal obligation to make the payment, pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses:
    - (A) of or incidental to the Trust Fund or its management, winding up, or revocation of endorsement as a deductible gift recipient under Subdivision 30BA of the ITAA 97; or
    - (B) in connection with the preparation, execution, stamping and amending of this deed;other than a payment of, or reimbursement for, any penalties under section 426-120 of Schedule 1 to the TAA 53;
- (h) employ and pay or provide any benefit for any employee without being responsible for the default of the employee or for any loss occasioned by the employment;

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- (i) 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;
  - (j) accept as part of the Trust Fund any gifts (by will or otherwise), donations, settlements or other dispositions in money, moneys worth or 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;
  - (k) 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;
  - (l) manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any Eligible Entity to occupy the property on the terms and conditions the Trustee thinks fit; and
  - (m) do all other things incidental to the exercise of the Trustee's powers under this deed.

## **6.2 Powers are supplementary**

The powers and discretions in clause 6.1 are to be treated as supplementary or additional to the powers vested in Trustees by law.

## **7. LIABILITY FOR BREACHES OF TRUST**

### **7.1 Indemnity**

Subject to clause 7.2, the Trustee and any Officer, agent or employee of the Trustee, where purporting to act in the exercise of the trusts of this deed or in the exercise of 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, liability, costs and expenses relating to:
  - (i) entering into this deed or any deed amending this deed;
  - (ii) establishing, operating, administering, amending, terminating and winding up the Trust; or
  - (iii) all matters incidental to the Trust; and

all liability incurred (including liability for income tax and any 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 7.1(b) including, but not limited to, the Trustee performing its duties and exercising its powers and discretions under this deed.

## **7.2 Limitations**

Notwithstanding clause 7.1, the Trustee and an Officer, agent or employee of the Trustee is prohibited from being indemnified from the Trust Fund if the loss, liability, cost or expense is attributable to:

- (a) the dishonesty of that Trustee, Officer, agent or employee of the Trustee;
- (b) gross negligence or recklessness of that Trustee, Officer, agent or employee of the Trustee;
- (c) a deliberate act or omission known by that Trustee, Officer, agent or employee of the Trustee to be a breach of trust; or

## **8. ESTABLISHMENT AND OPERATION OF GIFT FUND**

### **8.1 Maintaining a Gift Account**

The Trustee must maintain a fund (Gift Fund):

- (a) to identify and record Gifts and Deductible Contributions;
- (b) to identify and record any money received by the Trust because of those Gifts and Deductible Contributions; and
- (c) that does not identify and record any other money or property.

### **8.2 Limits on use of Gift Fund**

The Trustee must use the Gift Fund only for the purpose of the Trust.

### **8.3 Winding up, revocation of endorsement**

- (a) Upon:
  - (i) the winding up of the Fund or the Trust; or
  - (ii) the revocation of the Trust's endorsement as a deductible gift recipient under Subdivision 30-BA of the ITAA 97;

whichever is the earliest, any surplus Gifts and Deductible Contributions and money received by the Trust because of those Gifts and Deductible

Contributions must be transferred to one or more Eligible Entities as the Trustee decides.

- (b) When gifts to an Eligible Entity 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.

#### **8.4 Gift Account forms part of the Trust Fund**

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

### **9. RETURNS, ACCOUNTS, AUDIT AND RECEIPTS**

#### **9.1 Returns**

If required by law or by the ACNC and/or the Commissioner to do so, the Trustee must give to that person a return for each financial year within the period required by that person.

#### **9.2 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.

#### **9.3 Financial statements**

As soon as practicable 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.

#### **9.4 Audit**

Each financial year, the financial statement must be audited in accordance with the obligations imposed on the Trustee by law.

#### **9.5 Receipts**

- (a) The Trustee may receive capital and other money and give valid receipts for all purposes (even if the Trustee is a sole Trustee) including:
  - (i) those of any statute; and
  - (ii) 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;
- (b) The Trustee must issue a receipt for each Gift upon request.



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## **10. 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 3.
- (d) The Trustee may specify:
  - (i) the manner in which proceedings of each Advisory Committee are to be conducted;
  - (ii) the matters which the Advisory Committee must have regard to in carrying out its functions; and
  - (iii) any other matters concerning the Advisory Committee or its functions that the Trustee decides.

## **11. PATRONS**

The Trustee may appoint one or more patrons of the Trust.

## **12. AMENDING THIS DEED**

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

- (a) no part of the Trust Fund becomes subject to any trusts other than public charitable trusts; and
- (b) unless the Commissioner and or the ACNC as the case may be consents to the revocation, addition or variation:
  - (i) 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;
  - (ii) no amendment is made to or affecting clause 4;
  - (iii) 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 of any State or Territory of Australia;

- (iv) no amendment is made to this clause 12 so as to permit this deed to be amended in a manner prohibited by this clause 12; and
- (v) the Trustee notifies the Commissioner and/or the ACNC of the amendment.

### **13. TRUSTEE'S REMUNERATION AND EXPENSES**

The Trustee may apply the Trust Fund to:

- (a) pay fair and reasonable remuneration for the services of the Trustee in administering the Trust at a rate not exceeding the maximum commission chargeable by trustee companies at law; and
- (b) pay, or reimburse the Trustee for, reasonable expenses incurred as Trustee of the Trust;

### **14. GENERAL**

#### **14.1 Receipts 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.

#### **14.2 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 at its absolute and uncontrolled discretion.

#### **14.3 Personal interest of Trustee**

The Trustee and any person who is a director or member of the Trustee may exercise or concur in exercising all powers and discretions given by this deed or by law (including making any investment authorised under clause 6.1) even though the Trustee, or any person who is a director or member of the Trustee:

- (a) has or may have a direct or personal interest 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.

#### **14.4 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.

#### **14.5 Trustee's decisions**

- (a) The Trustee may decide:
  - (i) whether any money is to be considered as capital or income;
  - (ii) whether any expense, outgoing or other payment ought to be paid out of capital or income; and
  - (iii) all questions and matters of doubt arising in the execution of the trusts of this deed.
- (b) Every decision on these matters, whether made on a question actually raised or implied in the acts or proceedings of the Trustee, is conclusive and binds all persons interested under this deed.

#### **15. WINDING UP**

- (a) Upon whichever is the earliest of the winding up of the Trust, or the revocation of the Trust's endorsement as a deductible gift recipient under Subdivision 30-BA of the ITAA 97 the Trustee must pay or apply any assets of the Trust Fund remaining after the satisfaction of all its debts and liabilities in respect of the Gift Account, to or for Eligible Entities, as the Trustee decides.
- (b) Where gifts to an Eligible Entity 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 payment or application under this clause must be made in accordance with those conditions.

#### **16. GOVERNING LAW**

This deed is governed by the laws of the State of Victoria.

Executed as a Deed.



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**SIGNED and DELIVERED by WALTER JONATHAN CASSON** in the presence of:

---

Signature of Witness

---

Walter Jonathan Casson

---

Full Name of Witness

**EXECUTED by C4 (CENTRE FOR CRITICAL CARE COLLABORATION) LIMITED ACN [600 486 708]** in accordance with section 127 of the Corporations Act 2001:

---

Signature of Director/Secretary

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Signature of Director/Secretary

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Full Name of Signatory

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Full Name of Signatory