

THIS DEED is made the Fourth day of November One thousand nine hundred and eighty-two BETWEEN [REDACTED] of [REDACTED] in the State of New South Wales, Widow (hereinafter called the Settlor) of the one part and PERMANENT TRUSTEE COMPANY LIMITED a company duly incorporated and having its registered office at 23-25 O'Connell Street, Sydney and JOHN IVAN CHARODY of [REDACTED] Company Director (hereinafter called "the First Trustees") of the other part WHEREAS

- (a) The Settlor is desirous of creating the Trusts hereinafter set forth.
- (b) The Settlor has paid to the First Trustees prior to the execution hereof the sum of ONE HUNDRED DOLLARS (\$100.00) to be held by the First Trustees upon the trusts hereinafter declared concerning the same:-

NOW THIS DEED WITNESSETH and it is hereby declared as follows:-

1. In this Deed:-

- (a) "The Trustees" shall mean and include the First Trustees and the Trustee or Trustees for the time being of the trusts of this Deed.
- (b) "Additional Settlor" shall mean and include any person other than the Settlor who hereafter settles on the Trustees any other property to be held by the Trustees on the Trusts herein contained.
- (c) "Beneficiary" or "Beneficiaries" shall mean and include:-
 - (i) The said [REDACTED]
 - (ii) ST. VINCENTS PRIVATE HOSPITAL.
 - (iii) THE ROYAL PRINCE ALFRED HOSPITAL.
 - (iv) THE SYDNEY EYE HOSPITAL.
 - (v) THE ROYAL NORTH SHORE HOSPITAL.
 - (vi) THE ROYAL ALEXANDRA HOSPITAL FOR CHILDREN.
- (d) "Company" shall include a corporation wherever incorporated.
- (e) "The Trust Fund" shall mean and include the said sum of ONE HUNDRED DOLLARS (\$100.00) and such further sum or sums or other property which may from time to time hereafter be acquired by or be settled on the Trustees on the Trusts

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herein contained and any investment from time to time acquired with or out of the said sum or sums or other property and any substituted investments and any accretions thereto and any investments obtained by the Trustees with any such accretions.

- (f) Words importing the singular number only shall include the plural number and words importing the plural number shall include the singular number.
- (g) Words importing the masculine gender only shall include all genders and vice versa.
- (h) Words importing persons shall include companies, corporations and public bodies.

2. THE TRUSTEES shall hold the Trust Fund UPON TRUST in perpetuity to acquire any property and to invest the same in any investments authorised by this Deed with full power to retain the Trust Fund or any part thereof in the same state as the Trustees received it and the Trustees shall subject to the provisions of the Deed hold the Trust Fund upon the following Trusts:

- (a) During the lifetime of [REDACTED] to pay or apply the income arising therefrom to or for the benefit of any one or more of the Beneficiaries as the Trustees may in their absolute discretion select or determine.
- (b) After the death of the said [REDACTED] to pay the income arising therefrom in the following proportions and for the purposes hereinafter contained without being bound to see to the application thereof, that is to say:-
 - (i) As to 2/14 thereof to the Sydney Eye Hospital.
 - (ii) As to 2/14 thereof to the Royal Alexandra Hospital for Children.
 - (iii) As to 2/14 thereof the Royal North Shore Hospital for the purposes of spinal research.
 - (iv) As to 4/14 thereof to St. Vincents Private Hospital for the

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purposes of research into the role of the treatment of high blood pressure and other factors relating to the prevention of strokes or the prevention and treatment of arterial occlusive disease of the extremities.

(v) As to 4/14 thereof to the Royal Prince Alfred Hospital for research into the cause, prevention and cure of allergies.

3. IT IS FURTHER HEREBY DECLARED that should any of the Hospitals mentioned in Clause 2 hereof cease to operate as a Hospital or should any of the said Hospitals cease to conduct research into the respective diseases mentioned above then the Trustees may nominate as a Beneficiary such other Hospital or Hospitals as the Trustees may in their absolute discretion see fit, such nominee or nominees to have similar aims and objectives to those of any Beneficiary who has ceased to operate as a Hospital or ceased to conduct the relevant research.

4. THE TRUST FUND created by this Deed shall be known as the SIR ROBERT AND LADY MOLLIE ASKIN CHARITIES TRUST.

5. IT IS hereby agreed and declared that the Trustee shall have the following powers, authorities and discretions in relation to the Trust Fund and the trusts hereby declared namely:-

(a) To apply any money of the fund whether capital or income in the purchase of real or personal property of whatever nature and in the case of real property the Trustee may so acquire any reversionary, contingent or other interest of any nature whatsoever in such property and whether or not such property is improved or unimproved and in respect of real property which may be so acquired by the trust the Trustee shall have full power at all times to erect buildings thereon or to improve demolish reconstruct enlarge or alter any existing improvements and to raise any moneys from the purposes mentioned in this sub-clause by the exercise of all or any of the powers of borrowing conferred upon the Trustee by these presents.

(b) To grant options to any persons to purchase assets or

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property of the Trust Fund for such periods not exceeding twelve months and or on such terms as the Trustee may in his absolute discretion determine and in the exercise of such discretion the Trustee shall not be obliged to apply or invest amounts standing to the credit of the Trust Fund in investments or securities authorised by law in preference to the acquisition of such business or in preference to the exercise of his other powers contained in sub-clause (a) of this clause.

- (c) It shall be no objection to the application of amounts standing to the credit of the Trust Fund in exercise of the Trustee's powers that he is interested directly or indirectly in any corporation, company or public body of the kind referred to in paragraph (i) of sub-clause (d) of this clause in which he has or is about to invest the Trust Fund or any part thereof or income arising therefrom.
- (d) To invest the Trust Fund or any part or parts thereof and income arising therefrom in any one or more investments hereinafter mentioned which are to be authorised investments for the Trust Fund and with power to the Trustee at their absolute discretion from time to time to sell transpose or vary any or all the said investments and with power to reinvest the moneys arising from such sale transposition or variation in any one or more of such authorised investments which include:-
- (i) The purchase or acquisition of any stock funds shares (including but without limiting the generality thereof any preferred shares or redeemable preference shares) rights to shares debentures debenture stock mortgage securities and unsecured notes in or loans secured or unsecured and with or without interest to any corporation company or public body municipal council or otherwise in any country.
- (ii) The purchase of Government securities of any country.

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- (iii) The placing of any moneys on deposit in any bank company or corporation carrying on business in any country with or without interest.
- (e) To exercise all the powers conferred upon a Trustee for sale by Section 26 and 28 of the Trustee Act, 1925 (as amended) of the State of New South Wales.
- (f) To assent and concur in any arrangement for sale of shares stock or debentures at any time and from time to time owned by the Trust Fund and to concur in and agree to the modification of any rights privileges or interest in relation thereto and any part thereof or the income to arise therefrom and to agree to and concur in any scheme or arrangement for the increase or reduction of the value or amount of the same or of the capital of any company in which any such shares stocks or debentures form the whole or part of the issued capital or debentures of such company or agree to or concur in any rearrangement of the capital of any such company or its reconstruction or any arrangement made or proposed to be made by such company for any purpose whatsoever or whereby any such shares, stocks or debentures are substituted or given in exchange for other shares stock or debentures whether in or of the same company or otherwise and for any such purpose to deposit surrender apply for or exchange any scrip or documents of title relating thereto and at the cost of the Trust Fund or the income arising therefrom to pay any contribution or incur any necessary expenses in connection with any such scheme or arrangement.
- (g) Either alone or jointly with another or others to renew alter or vary any mortgage or mortgages which may exist on any part of the Trust Fund upon such terms and conditions as the Trustee shall in his absolute discretion think fit and the Trustees may raise money upon the security or mortgage of the Trust Fund or any part or parts thereof for the purpose of repaying any such mortgage or any mortgage that may be given in substitution thereof at such rate of interest and upon such terms and condi-

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tions as the Trustee shall in his absolute discretion think fit.

- (h) That the receipt in writing of the Trustees or the duly appointed banker agent or other person of the Trustees for all moneys or securities paid or transferred to them shall effectually discharge the person or persons company or companies corporation or corporations or other authority parliamentary governmental or statutory paying or transferring the same therefrom and from being concerned to see to the application thereof or be accountable for the non-application thereof or misappropriation thereof.
- (i) To compromise compound abandon submit to arbitration or otherwise settle any debt account claim or thing whatsoever relating to the Trust Fund or the trusts thereby created including releasing the payment in whole or in part of any interest moneys or principal moneys remaining unpaid to the Trustees.
- (j) In the absolute discretion of the Trustees to borrow from time to time upon the security of the Trust Fund or without security such sum or sums as he may deem necessary for the purpose of carrying into effect or exercising any of the trusts or powers herein declared or conferred.
- (k) Generally to manage or deal with the property forming part of the Trust Fund as fully as if the Trustees beneficially owned the same.
- (l) To raise advance pay and/or apply at any time the whole or any part of the income or capital of the expectant presumptive or vested share of any person (whether under the age of thirty years or not) in the Trust Fund under the trusts hereof and to pay or apply the same for or towards the maintenance education or benefit of such person without being responsible for the application thereof.
- (m) To set aside out of capital or income of the Trust Fund from time to time and to maintain in current account or in such other fund as the Trustee shall determine such money as may be in the opinion of the Trustees sufficient to meet any debt or obligation due accruing due or reasonably expected to accrue

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- (n) To advance and lend moneys, to borrow or raise moneys and to secure by mortgage, bill of sale, lien or charge, fixed or floating, legal or equitable or otherwise howsoever the payment of any moneys to any persons firms companies corporations or governmental or municipal bodies on such terms with or without security or interest as the Trustees shall deem fit and the Trustees are hereby expressly empowered to join with any other company or person in executing any mortgage or other document for the purpose of securing the payment of money to the Trustees jointly with any other person or company or for the purpose of securing the payment of money to any other person or company and to give and to execute a registrable floating charge over the assets of the company and the assets of the trust fund and to give and execute any other charge or security registrable under the Companies (New South Wales) Code 1981 and the Trustee may borrow or raise moneys to be used in deriving income or gain in augmentation of the trust fund notwithstanding that the trust fund may already be wholly invested or applied or the moneys to be borrowed or raised may exceed the same or value of the trust fund and it is hereby expressly provided that no person including any bank or other financial institution who advances or lends money to the Trustees shall be required or bound to enquire as to the extent of the Trustee's powers hereunder or as to the propriety of any charge given by the Trustees or as to the application by the Trustees of the monies so advanced or lent but such person shall at all times be entitled to assume that the acts of the Trustees are done in pursuance of its powers and duties hereunder.
- (o) To give any guarantee for payment of money or the performance of any contract obligation or undertaking by any person firm company corporation or association and to give any security or charge over the trust fund in any manner aforesaid for the due performance of such guarantee.

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- (p) To act as surety or guarantor or to grant any bond to secure any debt or other obligation of any person (whether or not a beneficiary) corporation or company (other than a Trustee or a subsidiary of any Trustee) and to undertake or give any indemnity in respect of any debt or other obligation of any such person, corporation or company either with or without consideration and whether limited in amount or not and to mortgage charge or otherwise hypothecate all or any part of the trust fund to secure the performance of any surety guarantee bond covenant or indemnity given made or undertaken by the Trustee.
- (q) To purchase acquire or effect any reversionary or deferred property or rights of any description or any life or like endowment or sinking fund or term or other policy or policies of insurance of whatsoever nature and at or subject to any premium or premiums whether single or payable periodically and with or subject to any options rights benefits conditions or provisions whatsoever and the Trustee shall have power to pay out of the income or capital of the trust fund as it in its absolute discretion thinks fit all sums payable from time to time for premiums or otherwise for the effecting or maintenance of any such policy or policies whether owned by the Trustee or otherwise or for the exercise or enjoyment of any option right or benefit thereunder.
- (r) To receive and add to the Trust Fund any further or additional funds or assets to the intent that such additions shall be merged with the original Trust Fund and thereafter held as if such increased fund had been the original Trust Fund herein referred to and that such power to receive additional funds or assets shall apply to receipts from any person and/or other settled or Trust Fund.
6. THE TRUSTEES shall not be called upon to account for any profits which they may make on account of being a member of or interested or concerned in any of the property or investments hereinbefore mentioned and for the purpose of these presents the Trustees are hereby authorised to borrow without limit from time to time any sum or sums with

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or without security and with or without interest from any person firm trust syndicate or corporation including the Trustee personally and giving if necessary any of the trust property as security for the money so borrowed PROVIDED THAT if the Trustee shall borrow the money from itself or themselves they may in respect of any amount so borrowed charge interest at their discretion from time to time or at their discretion charge no interest whatsoever and the Trustees shall in addition to their powers to purchase and sell property hereinbefore contained have a full and unfettered discretion to vary any of the investments stated above from time to time and to reapply and reinvest any funds available whether of an income or capital nature in accordance with the foregoing provisions hereof.

7. THE TRUSTEES shall meet all expenses and outgoings of the trust out of either the capital or income of the Trust Fund and shall determine out of what part of the Trust Fund any such expenses or outgoings or any losses shall or are to be paid and may determine as they shall consider just all questions and matters of doubt arising in the execution of the trusts hereof and every such determination whether made upon a question actually raised or implied in the acts or proceedings of the Trustees shall be conclusive and bind all persons interested hereunder.
8. THE TRUSTEES shall have power to determine whether any moneys forming part of the Trust Fund be capital or income and to apportion blended funds and to determine whether any sums received or disposed of are on account of capital or income or partly on account of one and partly on account of the other and in what proportions and it is hereby declared but without limiting the Trustees powers hereinbefore set out that the Trustee may treat as income any amounts which would be income or which would form part of the nett income of the trust estate for income tax purposes even if for the purpose of so treating them the Trustees are obliged to pay out of capital amounts which would apart from this provision be payable out of income.

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9. THE TRUSTEES may in their absolute discretion from time to time raise the whole or any part of the Trust Fund and apply the same in the same manner as is hereinbefore provided in respect of the income of the Trust Fund and the Trustees shall be entitled to exercise all the rights and shall meet all the obligations attached to or derived from any of the investments of the trust from time to time as if he were the beneficial owner thereof.
10. THE TRUSTEES shall not be chargeable or responsible for loss occasioned by any act or thing done or omitted to be done by him upon the advice or opinion of Counsel of not less than five (5) years standing practising in any place where the Trust Fund or any part thereof may be and whether in relation to the interpretation of this Deed or any other document or statute or as to the administration of the trusts hereof or as to the application of the Trust Fund without being liable to any of the persons beneficially interested in respect of any such act done by them in accordance with such opinion or advice but nothing contained herein shall prohibit any of the Beneficiaries from so doing.
11. THE TRUSTEES shall be indemnified out of the capital and income of the Trust Fund for and against all payments claims demands suits actions compromises fees expenses rates taxes and duties arising out of or pursuant to the Trust Fund or the administration thereof in accordance with the terms hereof.
12. IN THE professed execution of any trust power authority or discretion conferred by this Deed on the Trustees the Trustees shall not be held liable for any loss or damage occurring as a result of his concurring or refusing or failing to concur in any exercise or proposed exercise of such trust power authority or discretion nor shall be held liable for any loss to the Trust Fund or the income therefrom whatsoever arising by reason of any improper investment made in good faith or for the negligence or fraud of any agent or adviser employed or utilised by him or by any other Trustee hereof although the employment of such agent or adviser was not strictly necessary or expedient or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other matter

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or thing except wilful and individual fraud or wrong doing on the part of the Trustee or the Trustees who are sought to be made liable.

13. EVERY TRUST power authority and discretion conferred by this Deed upon the Trustee shall be an absolute and uncontrolled trust power authority and discretion and may be exercised in all respects as the Trustee could exercise the same if he were absolutely entitled to the Trust Fund.
14. IT SHALL be no objection or disqualification that the Trustee may be interested as Director Officer employee or shareholder or professional adviser or may otherwise stand in a fiduciary position in relation to any company (including any parent or subsidiary or related company thereof) trust or partnership in which any part of the Trust Fund may be invested or with whom such Trustee may deal and such Trustee may retain for himself any remuneration which he may receive notwithstanding that any vote or other rights attached to any shares debentures or otherwise may have been instrumental either alone or in conjunction with other matters or by reason of non-exercise in procuring or continuing in his position as such or that his qualifications for any such position may be constituted in part or in whole by the holding of any shares debentures or otherwise.
15. (a) Any Trustee being a Corporate Body detailed in the Trustee Companies Act, as amended, may charge and be paid out of the Trust Fund and/or income thereof its Capital (or Corpus) Commission and Income Commission and fees and out of pocket expenses as are allowed under the provisions of such Act PROVIDED HOWEVER that for the TRUST FUND the commissions so chargeable shall be:-
- | | | |
|------------|---|-------------------------|
| On Income | - | 5% per annum |
| On Capital | - | 1% per annum |
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- (b) Any Trustee (being a Trustee other than a Trustee described in the preceding sub-section) shall be entitled to charge and shall be paid out of the Trust Fund and/or the income thereof capital and income commissions at the same rates charged by

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the Corporate Trustee and for this purpose a Private Trustee shall be paid the capital commission at the same time as the Corporate Trustee makes its capital charge, and such Private Trustee shall be paid his income commission as at the end of March, June, September and December of each year.

16. (a) The Office of the Trustee shall be ipso facto determined and vacated if such Trustee being an individual shall be found to be of unsound mind or person and whose person or estate is liable to be dealt with in any way under the law relating to mental health or if he shall become bankrupt or make any arrangement or composition with his creditors generally or if such Trustee being a company shall enter into liquidation whether compulsory or voluntary but not being a voluntary liquidation entered into purely for the purposes of amalgamation or reconstruction or if such Trustee shall be placed in receivership or be placed under official management pursuant to any Deed or order of any Court.

(b) Should the position of JOHN IVAN CHARODY as Trustee become vacant for any reason whatsoever then BARRY PATRICK GERAGHTY of ~~100 North ...~~ shall be appointed to fill that vacancy by the remaining Trustee.

17. BARRY PATRICK GERAGHTY or any firm of which he is a partner or consultant shall be employed by the Trustees as their Solicitor in connection with the execution of the provisions of this Deed for so long as he remains in practice as a Solicitor.

IN WITNESS whereof the parties have set their hands and affixed their Seals the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED

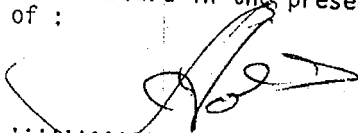
by the said ~~...~~
~~...~~ in the presence
of :

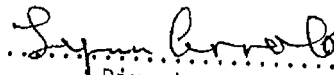
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Rosemary Gint
Secretary
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B. Whelan
SECRETARY
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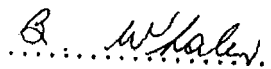
The Common Seal of PERMANENT TRUSTEE COMPANY LIMITED was hereunto affixed by authority of the Board in the presence of :

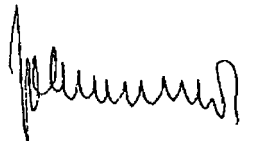

.....
Secretary GENERAL MANAGER


.....
Director


.....
Director

SIGNED SEALED AND DELIVERED by the said JOHN IVAN CHARODY in the presence of :


.....



Renee Gent,
Secretary

~~Assistant Secretary~~

~~Secretary~~