



THE UNION-FIDELITY TRUSTEE COMPANY OF AUSTRALIA LIMITED

(Incorporated in Victoria)

EXECUTOR TRUSTEE ATTORNEY CORPORATE TRUSTEE

202 Margaret Street, Toowoomba  
P.O. Box 173 Toowoomba Qld. 4350  
Telephone: (076) 32 4377  
Cables & Telegrams: "UNIONTRUST" Toowoomba  
DX 41065

Your Ref.:

Our Ref.: BJV

14 February 1986

The Headmaster,  
Toowoomba Preparatory School,  
Campbell Street,  
TOOWOOMBA.

Dear Sir,

RE: ESTATE CLAUDE G.H. WORTHINGTON, DECEASED  
THE NORMAL CORY WORTHINGTON MEMORIAL SCHOLARSHIP

We wish to make arrangements for payment of the Bursary for 1986 which will amount to \$1,600 this year.

As you are aware, the Bursary is to be awarded towards payment of Tuition or Boarding Fees and expenses of a student at your school who, in the opinion of yourself, is in need of financial assistance for the purpose of defraying expenses so as to enable such student to continue studies at the school which the student may not be able to do without assistance.

We look forward to receiving the name of your nominee as soon as possible and we will forward our cheque.

Yours faithfully,

  
B.J. VETTIGER  
MANAGER

KW

Branches at:

Melbourne • Ballarat • Geelong • Hamilton • Sydney • Brisbane • Townsville • Toowoomba • Rockhampton • Gold Coast • Canberra

THIS DEED OF RETIREMENT OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE is made on  
the 20<sup>th</sup> day of November 2001

BETWEEN:

TRUST COMPANY OF AUSTRALIA LIMITED ACN 004  
027 749 of 151 Rathdowne Street, South Carlton, Victoria  
("the Existing Trustee") of the first part.

AND:

THE TOOWOOMBA PREPARATORY SCHOOL  
FOUNDATION LIMITED A.C.N. 010 856 621 of 2  
Campbell Street, Toowoomba, Queensland  
("the New Trustee") of the second part.

WHEREAS:

- A. BY Deed dated the 8<sup>th</sup> day of April 1981 CLAUDE GILBERT HAMILTON WORTHINGTON of 4  
Margaret Street, Toowoomba in the State of Queensland created The Norman Cory Worthington  
Memorial Trust ("the Trust"). The income from the Trust, at the Trustee's discretion, was to be  
paid, allotted and advanced in and towards paying the tuition or boarding fees and expenses of a  
student or students attending or desiring to attend the Church of England Preparatory School at  
Toowoomba and who, in the opinion of the Headmaster of the School, was or were in need and  
deserving of financial assistance from the School for the purpose of defraying expenses so as to  
enable such student or students to commence at the School or to continue studies at the School.
- B. THE Deed appointed THE UNION-FIDELITY TRUSTEE COMPANY OF AUSTRALIA  
LIMITED (now known as TRUST COMPANY OF AUSTRALIA LIMITED) to be the trustee.
- C. THE Existing Trustee wishes to step down as trustee of the Trust in favour of The Toowoomba  
Preparatory School Foundation Limited which is prepared to take over as trustee.
- D. THE Schedule herein sets out the assets and liabilities of the Trust.

NOW THIS DEED WITNESSES as follows:

1. Effective Date  
This Deed has effect on and from the 20<sup>th</sup> day of November 2001
2. Retirement of Trust Company of Australia Limited and Appointment of The Toowoomba  
Preparatory School Foundation Limited

As from and including the Effective Date, the Existing Trustee in exercise of the powers conferred  
on it by the Trustee Act 1958 and of every other power enabling retires as trustee of the Trust and  
appoints The Toowoomba Preparatory School Foundation Limited to act as trustee in its stead.

3. New Trustee's Undertaking And Release Of Existing Trustee

On and from the Effective Date the New Trustee undertakes to perform all the obligations of a trustee of the Trust and the Existing Trustee is, on and from the Effective Date, absolved and released from all future obligations as trustee of the Trust and the New Trustee shall and may on and from the Effective Date exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations as trustee of the Trust as fully as though the New Trustee had been named as the Trustee under the terms of the original Indenture.

4. Liability of New Trustee

The parties hereto agree that the New Trustee does not assume any liability either at law or in equity for any breach of trust, breach of duty, failure to show degree of care and diligence required of trustees, neglect or default on the part of the Existing Trustee.

5. Vesting Fund in New Trustee

The Existing Trustee covenants with the New Trustee that it will on the Effective Date, at the cost of the New Trustee, deliver to the New Trustee all of the assets which are capable of delivery and which the Existing Trustee has power to deliver, so that all of the assets of the Trust are vested in the New Trustee.

6. Giving Effect to This Deed

Each of the parties hereto shall, at the cost of the Trust, sign and execute all assurances, other documents and deeds and do all acts and things as shall be necessary to give full effect to this Deed and the rights and intentions of the parties hereunder.

7. Indemnity

The New Trustee covenants, with respect to the Trust and in its capacity as trustee of the Trust, to indemnify the Existing Trustee in respect of all costs, claims, damages and expenses arising out of any act or omission of, or contract entered into by, the Existing Trustee prior to its retirement as trustee of the Trust and in respect of which the Existing Trustee would have been entitled to be indemnified out of the assets of the Trust had the Existing Trustee remained as trustee of the Trust. This indemnity shall be a continuing indemnity and shall not be revoked or prejudiced by any change in the identity of the trustee of the Trust from time to time.

8. Costs and Expenses

- (a) incurred by the New Trustee in connection with its appointment as new trustee including in relation to the negotiation, execution, delivery and completion of this Deed;

(b) incurred by the Existing Trustee in connection with the replacement of it as trustee including in relation to the negotiation, execution, delivery and completion of this Deed; and

(c) provided by this Deed to be payable by the New Trustee, shall be paid out of the Trust by the New Trustee.

9. Governing Law

This Deed shall be governed by, take effect and be construed in accordance with the law of the State of Victoria.

SCHEDULE

THE NORMAN CORY WORTHINGTON MEMORIAL TRUST

Fixed Term Common Fund No.2 due 31/10/2003	\$1800.00
Infrastructure Property Related Common Fund V4	\$1553.65
Charitable Equity Growth Common Fund VE8	\$5180.72
Capital Cash	\$1,477.45
	<hr/>
	\$10,011.82
Less Total Secured Liabilities	\$0.00
	<hr/>
	\$10,011.82

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinbefore written.

THE COMMON SEAL of TRUST )  
COMPANY OF AUSTRALIA LIMITED )  
(ACN 004 027 749) was hereunto affixed )

by authority of the Directors:

DIRECTOR

MANAGER

*The Common Seal of the  
Toowoomba Preparatory School  
Foundation was hereunto  
affixed by authority of its  
Board of Management.*

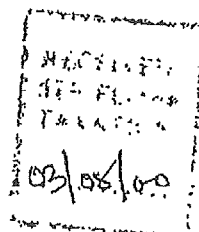


1198  
CASTLE NSW 2300



Australian Taxation Office

THE NORMAN CORY WORTHINGTON  
MEMORIAL TRUST  
C/- TRUST CO OF AUSTRALIA  
PO BOX 673  
CARLTON SOUTH VIC 3053



Date of Issue  
28 July 2000

Client Enquiries  
Telephone: 13 24 78  
Facsimile: 1300 130 911

*1W19006*

**Australian Business Number  
Notification of registration**

I am pleased to advise that you are now registered in the Australian Business Register and have been issued with:

Australian Business Number (ABN) : 79 822 065 033

Your ABN registration is effective as of : 1 July 2000

Enclosed is a list of details recorded on the Australian Business Register about your business or organisation. Please check these details. If there are any errors please telephone 13 24 78.

Information on the Australian Business Register is available to the public as well as other Government agencies and organisations.

You are required to notify the Registrar (Commissioner of Taxation), of any changes to the information on the register within 28 days of becoming aware of the change. This is required according to *A New Tax System (Australian Business Number) Act 1999*.

**Please note the following:**

Deductible gift recipient and/or income tax exempt charity  
If you have indicated that you require endorsement as a deductible gift recipient and/or income tax exempt charity, an application will issue shortly.

Diesel and Alternative Fuels Grants Scheme and Diesel Fuel Rebate Scheme  
If you have indicated an intention to claim under either of these schemes, you will be sent further information in the near future.

If you need any further information, please refer to the *Guide to Registering for the New Tax System*. Alternatively, you can get further information from our website at [www.taxreform.ato.gov.au](http://www.taxreform.ato.gov.au) or by phoning the Business Tax Reform Infoline on 13 24 78.

**Review rights**

The date of effect of your registration is a reviewable ABN decision under the *Administrative Appeals Tribunal Act 1975*. If you are dissatisfied with the date of effect, you may request that the Administrative Appeals Tribunal review the decision within 28 days from the date this notice was issued. Please refer to the attachment for further information.

**Taxpayers' Charter**

The *Taxpayers' Charter* outlines your rights and obligations under the law as well as the service and standards you can expect when dealing with the ATO. You can obtain a copy of the *Taxpayers' Charter* from our website at [www.ato.gov.au](http://www.ato.gov.au) or by phoning 1300 720 092.

*Michael Carmody*

Michael Carmody  
Registrar of the Australian Business Register and  
Commissioner of Taxation

# Australian Business Register

Australian Business Number(ABN)	: 79 822 065 033
Legal Name	: THE NORMAN CORY WORTHINGTON MEMORIAL TRUST
ABN Status	: Registered
ABN Registration Date	: 1 July 2000
Postal Address	: C/- TRUST CO OF AUSTRALIA PO BOX 673 CARLTON SOUTH VIC 3053
Business Address	: 151 RATHDOWNE ST. CARLTON SOUTH VIC 3053
Type of Entity	: Trust
Industry Code (ANZSIC)	: Not Available
Trustee Name	: TRUST COMPANY OF AUSTRALIA LIMITED

*Please turn over ...*



311.00

THIS DEED is made the 8th day of April 1981 BETWEEN CLAUDE GILBERT HAMILTON WORTHINGTON of 4 Margaret Street, Toowoomba in the State of Queensland, Retired Grazier (hereinafter called "the Settlor") of the One Part AND THE UNION-FIDELITY TRUSTEE COMPANY OF AUSTRALIA LIMITED of 400 Queen Street, Brisbane in the said State (hereinafter called "the Trustee") of the Other Part

WHEREAS the Settlor has determined to create a Trust for the general benefit of the Church of England Preparatory School at Toowoomba aforesaid (hereinafter called "the School") AND WHEREAS the Settlor has transferred to the Trustee the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the intent that such sum shall be held upon the Trusts hereinafter declared

NOW THIS DEED WITNESSES that in consideration of these premises the Settlor hereby directs and it is hereby agreed that the Trustee shall stand possessed of the aforesaid sum of money and such other money, property and assets as may from time to time be transferred to the Trustee and the income therefrom upon the Trusts following and with and subject to the powers hereinafter declared.

1. The name of the Trust shall be "The Norman Cory Worthington Memorial Trust".
2. The general terms and conditions of the objects of the Trust shall be that the income to be produced from the Trust and any money, property or assets held by the Trustee from time to time shall, at the discretion of the Trustee, be paid, allotted and advanced in and towards paying the tuition or boarding

fees and expenses of a student or students attending or desiring to attend the School and who, in the opinion of the Headmaster of the School, is or are in need and deserving of financial assistance from the School for the purpose of defraying expenses so as to enable such student or students to commence at the School or to continue studies at the School.

3. A certificate in writing under the hand of the Headmaster for the time being of the School shall be a sufficient direction to the Trustee to pay either to a student at the School or to the lawful guardians of such student such sum of money as may be determined from time to time.

4. The amount available to be so paid from the said Trust each year shall be the nett income to be produced by the investments of the said Trust Funds each year after the deduction of all proper expenses.

5. The amount available to be paid to a student or students under the provisions of this Deed may be paid to one or more students in any particular year at the direction of the Headmaster.

6. Nothing in this Deed shall require the Headmaster in a particular year to make any such directions with regard to the payment of monies to a particular student or students and the Headmaster may direct that in a particular year no such payment shall be made. In the event of no disbursements being so made during a particular year, the income from the Fund for that year shall be re-invested by the Trustee but shall not form part of the capital of the Trust Fund to the intent that the amount available in the year



following the year hereinbefore referred to shall be the accrued income together with the nett income for the subsequent year.

7. The administration of the Trust hereby established and the entire control, regulation and management of the Fund hereinbefore referred to shall be vested in the Trustee to be exercised in conformity with the provisions of this Deed and with the provisions of the law in force in the State of Queensland from time to time with relation to the administration of Trust monies.

8. The Trustee may at any time invite and receive or, without such invitation, receive any voluntary contributions from any company, corporation or person whomsoever, either by way of donation or annual or other subscription for the support or otherwise for the benefit of the Trust hereby constituted.

9. The Trustee may at any time sell, transfer, mortgage, charge, let, hire, lease or exchange any real or personal property forming part of the Trust or may buy or purchase either for cash or on terms any real or personal property which in the exercise of its discretion the Trustee deems fit to buy or purchase and may invest in the name of the Trustee any part or parts of the Trust property and the income from the Trusts in the purchase or acquisition of shares, stock units, notes or debentures in or issued by any public or private company whether listed on any Stock Exchange in the Commonwealth of Australia or not and/or in or upon any securities or investments authorised by law for the investment of Trust Funds and may invest and transpose

all investments in all respects as if it were absolutely entitled thereto and the said Trustee shall not be liable for any loss occasioned by the exercise of this power.

10. In addition to any other powers conferred on it by law, the Trustee shall have power to open a Bank Account or Bank Accounts and to operate on the same, to employ any person for services rendered to the Trustee in or about the execution and administration of the Trusts.

11. The Trustee shall cause proper books of account to be kept showing all income received and all disbursements made in relation to the Trust hereby constituted and of the assets and liabilities thereof, which accounts shall be properly audited from time to time.

12. The Trustee may reimburse itself out of the capital of the Trust Fund or out of the income therefrom for all of its costs and charges incurred in carrying out this Trusteeship and may reimburse itself for commission in such amount as may be prescribed by law from time to time.

13. This Trust shall continue in perpetuity (or for as long as the law shall permit) provided however that the Trustee may in its absolute discretion determine and wind up the Trusts hereinbefore referred to at any time after the expiration of the fifty (50) years from the date hereof by paying the capital of the Trust Fund to the Corporation of the Synod of the Diocese of Brisbane upon such terms and conditions as will ensure to the Trustee that the Trust Fund will continue and

will be applied for the purposes created under this Deed.

14. The Trustee is fully and completely indemnified out of the Trust Fund against all liabilities of whatsoever nature incurred by the Trustee in exercising in good faith its powers under this Deed.

15. In this Deed a reference to "year" shall mean a year commencing on the First day of January and expiring on the Thirty-First day of December in the same year.

16. For the purposes of this Deed a reference to "Headmaster" shall include a reference to the person who is for the time being charged with the responsibility either as Acting Headmaster or Deputy Headmaster of the control of the said Church of England Preparatory School.

17. The Trustee hereby accepts its appointment as Trustee pursuant to the provisions of this Deed.

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

SIGNED SEALED AND DELIVERED by  
the said CLAUDE GILBERT HAMILTON  
WORTHINGTON in the presence of:-

*James Shaw*  
*Kenneth Henry Addison*  
*Attorneys for the Union-Fidelity Trustee Company of Australia Limited*

WE GEORGE SHAW and KENNETH HENRY  
ADDISON as the duly constituted  
Attorneys for THE UNION-FIDELITY  
TRUSTEE COMPANY OF AUSTRALIA LIMITED  
have hereunto subscribed our names  
this 27th day of April 1981  
in the presence of

*James Giblin*  
J.P.

THIS IS A CODICIL to the LAST WILL AND TESTAMENT of me  
~~CLAUDE GILBERT HAMILTON WORTHINGTON~~ of 4 Margaret Street, Toowoomba in the  
State of Queensland Retired Grazier which Will bears date the twenty second  
day of March One thousand nine hundred and seventy six.

1. In addition to paying the pecuniary legacies set out in  
my said Will I DIRECT my Trustees to pay the sum of ~~FOUR THOUSAND DOLLARS~~  
~~(£4,000.00)~~ to the Church of England Preparatory School at Toowoomba  
aforesaid (hereinafter referred to as "the School") and it is my wish in  
relation to this legacy that (for so long as it appears practical so to do)  
the said sum be invested and kept invested by or on behalf of the School  
and the income derived from such investment or investments applied from time  
to time as far as the same will extend in or towards paying the tuition  
and/or boarding fees and expenses of a student or students attending or  
desiring to attend the School and who in the opinion of the Headmaster or  
acting Headmaster for the time being of the School is or are in need and  
deserving of financial assistance from the School in defraying such fees and  
expenses so as to enable such student or students to commence or to continue  
studies at the School AND I DECLARE that the receipt of the Treasurer for  
the time being of the School or of the Treasurer or other Officer authorised  
to receive moneys on behalf of the School of the Committee administering or  
controlling the same or the finances thereof shall be a sufficient discharge  
to my Trustees for the said legacy.

2. In all other respects I CONFIRM my said WILL.

IN WITNESS WHEREOF I the said CLAUDE GILBERT HAMILTON  
WORTHINGTON have hereunto set my hand this THIRTEENTH day of DECEMBER  
One thousand nine hundred and seventy eight. . .

SIGNED by the said CLAUDE GILBERT HAMILTON WORTHINGTON as and for a  
Codicil to his last Will and Testament in the presence of us both present  
at the same time who at his request in his presence and in the presence  
of each other have hereunto subscribed our names as witnesses.

G. Shaw,  
Manager,  
10 Barrymount Cres.,  
TOOWOOMBA.

G. W. King,  
Manager,  
Blackstone Street,  
INDOOROOPILLY.

# TRUST COMPANY

ESTABLISHED SINCE 1885 MELBOURNE SYDNEY BRISBANE TOWNSVILLE

151 Rathdowne Street, Carlton South, Victoria, 3053 Tel: (03) 9639 0100 Fax: (03) 9639 0286

Email: info@trustco.com.au Website: www.trustco.com.au

20.1.02 e9

TOOWOOMBA PREPARATORY SCHOOL FOUNDATION  
2 CAMPBELL STREET  
TOOWOOMBA QLD 4350

## OTHER OFFICE LOCATIONS

### NEW SOUTH WALES

80-84 New South Head Rd, Edgecliff, 2027  
Tel: (02) 9362 3366 Fax: (02) 9362 4022

### QUEENSLAND

213-217 St Paul's Tce, Brisbane, 4000  
Tel: (07) 3850 9750 Fax: (07) 3252 3513

4th Floor Suncorp Plaza,  
61 Sturt Street, Townsville, 4810  
Tel: (07) 4771 5114 Fax: (07) 4772 5260

## CHEQUE PAYMENT ADVICE

Account Number  
1W1900B

Account Name  
THE NORMAN CORY WORTHINGTON  
MEMORIAL TRUST (QLD)

291847

Date

23/01/2002

Details

TOOWOOMBA PREPARATORY SCHOOL FOUNDATION  
FINAL DISTRIBUTION

INCOME CASH	CAPITAL CASH	ASSET
*****630.49-	*****10158.14-	*****0.00+

TRUST COMPANY OF AUSTRALIA LIMITED • ABN 59 004 027 749

Asset Manager • Attorney • Corporate Services • Executor and Trustee of Wills  
Financial and Estate Planning • Property Sales and Management • Superannuation • Taxation and Accounting