

CONSTITUTION OF LIFEHOUSE AUSTRALIA LIMITED

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LIFEHOUSE AUSTRALIA LIMITED (ACN 100 492 644)

CONSTITUTION

1. PRELIMINARY

1.1 Definitions

In this Constitution:

Alternate Director means a person appointed as an alternate director under Rule 8.3.

Attending Member means, in relation to a meeting of Members, a Member present at the meeting, whether in person or by proxy.

Board means the Directors acting as a board.

Business Day means a day except a Saturday, Sunday or public holiday in Sydney, New South Wales.

Chairman means the chairman of the Company appointed and holding office under Rule 11.3.

Commonwealth means the Commonwealth of Australia.

Corporations Act means the *Corporations Act 2001* (Cth).

Direct Vote means a notice of a Member's voting intention delivered to the Company by post, fax, electronic or other means approved by the Board and otherwise in accordance with this Constitution and regulations, rules and procedures made by the Board in accordance with Rule 7.10(b).

Director means a person who has been appointed as, and holds office as, a director of the Company and, where appropriate, includes an alternate director.

Charity Guidelines means any compulsory governance requirements, guidelines or standards which apply to charities by operation of statute.

HAC means Health Administration Corporation (ABN 45 100 538 161).

Independent Director means any person who:

- (a) is not appointed by any other person under Rule 8.1(c) or Rule 8.1(d);
- (b) is not a Minister of the Crown, member of a governing body, officer or employee of, or the holder of any appointed position under any law of the Commonwealth or the State of New South Wales in respect of:
 - (i) the Commonwealth (under the *Public Service Act 1999* (Cth));
 - (ii) a Commonwealth agency (under the *Financial Management and Accountability Act 1997* (Cth));
 - (iii) a Commonwealth authority or company or subsidiary thereof (under the *Commonwealth Authorities and Companies Act 1997* (Cth));

- (iv) a State owned corporation or a subsidiary of a State owned corporation (under the *State Owned Corporations Act 1989 (NSW)*);
 - (v) the Government Service (under the *Public Sector Employment and Management Act 2002 (NSW)*);
 - (vi) a statutory authority (under the *Public Finance and Audit Act 1983 (NSW)*),
except as may be approved by the Board as being independent of the Commonwealth or New South Wales;
- (c) is not an officer of any other entity determined by the Board as not being independent of the Commonwealth or the State of New South Wales; and
- (d) is not an employee of the Company.

Legal Costs of a person means legal costs calculated on a solicitor-and-client basis incurred by that person in defending or resisting any proceedings (whether criminal, civil, administrative or judicial), appearing before or responding to actions taken by any court, tribunal, government authority or agency, other body or commission, a liquidator, an administrator, a trustee in bankruptcy or other authorised official, where that proceeding, appearance or response relates to a Liability of that person.

Liability of a person means any liability, including for negligence, (except a liability for legal costs) incurred by that person in or arising out of the discharge of duties as an officer of the Company or in or arising out of the conduct of the business of the Company, including as result of appointment or nomination by the Company or a subsidiary as a trustee or as a director, officer or employee of another body corporate.

Member means a person whose name is entered in the Register as a member of the Company.

Notice means a notice given pursuant to, or for the purposes of, this Constitution or the Corporations Act.

Register means the register of Members kept pursuant to the Corporations Act and, where appropriate, includes any branch register.

Relevant Date means 26 May 2011.

Relevant Officer means a person who is, or has been, a Director or Secretary.

Secretary means a person appointed as, or to perform the duties of, secretary of the Company for the time being.

Trust means the Lifehouse Australia Trust constituted by a trust deed dated 15 May 2002 as amended from time to time.

University means the University of Sydney.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. Unless the context indicates a contrary intention, in this Constitution:

- (a) a word importing the singular includes the plural (and vice versa);
- (b) a word indicating a gender includes every other gender;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a "person" includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity. It includes each person's successors;
- (e) the word "includes" in any form is not a word of limitation;
- (f) a reference to something being "written" or "in writing" includes that thing being represented or reproduced in any mode in a visible form; and
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements.

A notice or document required by this Constitution to be signed may be authenticated by any other manner permitted by the Corporations Act or any other law.

1.3 Application of Corporations Act

- (a) Unless the context indicates a contrary intention, in this Constitution:
 - (i) a reference to the Corporations Act is to the Corporations Act in force in relation to the Company after taking into account any waiver, modification or exemption which is in force either generally or in relation to the Company; and
 - (ii) a word or phrase given a meaning in the Corporations Act has the same meaning in this Constitution where it relates to the same matters as the matters for which it is defined in the Corporations Act, unless that word or phrase is otherwise defined in this Constitution.
- (b) The replaceable rules in the Corporations Act do not apply to the Company.

1.4 Enforcement

- (a) Each Member submits to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this Constitution.
- (b) If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect pursuant to the law of any jurisdiction, then that does not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or

- (ii) the legality, validity or enforceability pursuant to the law of any other jurisdiction of that or any other provision of this Constitution.

2. OBJECT

2.1 Object and independence of the Company

- (a) The object of the Company is to act as the trustee of the Trust.
- (b) In carrying out its object, the Company will pursue the purpose of the Trust including:
 - (i) to own and/or operate facilities for the diagnosis, treatment, care and post-treatment support of cancer patients in Australia;
 - (ii) to provide education, training and teaching in the field of cancer;
 - (iii) to be involved in or fund cancer-specific research to further knowledge and technology in the field of medicine, including the conducting of clinical trials; and
 - (iv) to carry out or fund other activities that are complementary with or necessary for the activities described above.
- (c) In carrying out its object, the Company may from time to time enter into contractual arrangements with governments, their agencies, authorities and corporations or the University and such arrangements may include step-in rights granted by the Company in favour of any such person.
- (d) It is an express requirement of this Constitution that the Company remain independent from governments, their agencies, authorities and corporations, and the University.

3. INCOME AND PROPERTY

3.1 Application of income and property

- (a) Subject to Rules 3.1(b) and 3.1(c), the Company must apply the profits (if any) and other income and property of the Company solely towards the promotion of the object of the Company set out in Rule 2 and no portion of them may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.
- (b) Nothing in Rule 3.1(a) prevents the Company making any payment in good faith of:
 - (i) reasonable and proper remuneration to any Member for any services actually rendered or goods supplied to the Company in the ordinary and usual course of business of the Company;
 - (ii) the payment or reimbursement of out-of-pocket expenses incurred by a Member on behalf of the Company where the amount payable does not exceed an amount previously approved by the Board;
 - (iii) reasonable and proper rent or fees to a Member for premises leased or licensed by the Member to the Company;

- (iv) money to any Member, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or a firm of which the person is a partner or who employs the person, where the provision of the service has the approval of the Board and the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service;
 - (v) interest to a Member at a rate not exceeding a rate approved by the Board on money borrowed by the Company from the Member; or
 - (vi) an amount pursuant to Rule 13.
- (c) The Company may make payments to a Director or Secretary in good faith for:
- (i) reasonable remuneration as a Director to the extent permitted by law;
 - (ii) reasonable and proper remuneration to any Director for any services actually rendered or goods supplied to the Company in the ordinary and usual course of business of the Company;
 - (iii) reasonable and proper rent or fees to a Director or Secretary for premises leased or licensed by a Director or Secretary to the Company;
 - (iv) interest to a Director or Secretary at a rate not exceeding a rate approved by the Board on money borrowed by the Company from the Director or Secretary;
 - (v) the payment or reimbursement of out-of-pocket expenses reasonably incurred by a Director or Secretary in the performance of any duty as a director or secretary of the Company where that payment or reimbursement has been approved by the Board;
 - (vi) money to any Director or Secretary, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person, a firm of which the person is a partner or who employs the person, where the provision of the service has the approval of the Board and the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service;
 - (vii) any salary or wage due to the Director or Secretary as an employee of the Company where the terms of employment have been approved by the Board;
 - (viii) an insurance premium in respect of a contract insuring a Director or Secretary for a liability incurred as an officer of the Company where the Board has approved the payment of the premium; or
 - (ix) any payment pursuant to Rule 9.3(a), 9.3(c) or 9.3(d) or a payment pursuant to any agreement or deed referred to in Rule 9.3(e).

4. LIABILITY OF MEMBERS

4.1 Extent of liability

Each Member undertakes to contribute an amount not exceeding \$10.00 to the property of the Company if the Company is wound up at a time when that person is a Member, or within one year of the time that person ceased to be a Member, for:

- (a) payment of the Company's debts and liabilities; and
- (b) payment of the costs, charges and expenses of winding up the Company.

5. MEMBERSHIP

5.1 Members

- (a) The number of Members of the Company is limited to three.
- (b) The Members of the Company shall consist of:
 - (i) the Chairman; and
 - (ii) two Independent Directors as nominated by the Chairman from time to time and approved by a resolution of the Board.

5.2 Application for admission as a Member

- (a) Each person that wishes and is eligible to become a Member under Rule 5.1(b) must apply in the form and manner decided by the Board from time to time.
- (b) After receipt of an application for membership from an applicant, the Board must consider the application and decide whether to accept or reject the admission of the applicant as a Member. The Directors need not give any reason for rejecting an application for membership.
- (c) If an application for membership is accepted by the Board, the Company must give written notice of the acceptance to the applicant and enter the applicant's name in the register of Members.

5.3 No transfers

The rights of being a Member are not transferable whether by operation of law or otherwise.

6. CESSATION OF MEMBERSHIP

6.1 Resignation etc of a Member

- (a) A Member's membership of the Company will cease:
 - (i) if the Member is the Chairman, if that Member ceases to hold office as the chairman of the Board under Rule 11.3;
 - (ii) if the Member ceases to be an Independent Director;

- (iii) if the Chairman gives the Company written notice of that Member's removal and such removal is approved by a resolution of the Board, which is deemed to take effect from the date of the resolution of the Board or such later date as is specified in the resolution of the Board;
 - (iv) if the Member gives the Company written notice of resignation, which is deemed to take effect from the date of receipt of the notice or such later date as is specified in the notice; or
 - (v) if a Member dies or becomes bankrupt, becomes of unsound mind or a person whose property is liable to be dealt with pursuant to a law about mental health.
- (b) If a Member ceases to be a Member, the Company must remove the Member's name from the Register.

6.2 Expulsion of Members

7. PROCEEDINGS OF MEMBERS

7.1 Calling meetings of Members

- (a) The Company may by resolution of the Board call a meeting of Members to be held at the time and place (including 2 or more venues using technology which gives Attending Members as a whole a reasonable opportunity to participate) and in the manner that the Board resolves.
- (b) No Member may call or arrange to hold a meeting of Members except where permitted by the Corporations Act.

7.2 Notice of meetings of Members

- (a) Where the Company has called a meeting of Members, notice of the meeting and any proxy form for the meeting may be given in the form and in the manner in which the Board resolves, subject to any requirements of the Corporations Act.
- (b) A person may waive notice of any meeting of Members by written notice to the Company.
- (c) A person's attendance at a meeting of Members waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the person at the beginning of the meeting objects to the holding of the meeting.
- (d) Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid because either or both a person does not receive notice of the meeting or a proxy form, or the Company accidentally does not give notice of the meeting or a proxy form to a person.

7.3 Business of meetings

Except with the approval of the Board, with the permission of the chairperson of the meeting or pursuant to the Corporations Act, no person may move at any meeting of Members:

- (a) any resolution (except in the form set out in the notice of meeting given pursuant to Rule 7.2(a)); or

- (b) any amendment of any resolution or a document which relates to any resolution and a copy of which has been made available to Members to inspect or obtain.

7.4 Quorum

- (a) No business may be transacted at a meeting of Members except, subject to Rule 7.5, the election of the chairperson of the meeting unless a quorum for a meeting of Members is present at the time when the meeting commences.
- (b) A quorum for a meeting of Members is two Members present in person or by proxy who are entitled to vote on a resolution at that meeting or, if only one Member is entitled to vote at that meeting, that Member.
- (c) If a quorum is not present within 30 minutes after the time appointed for the commencement of a meeting of Members, the meeting is dissolved unless the chairperson of the meeting or the Board adjourns the meeting to a date, time and place determined by that chairperson or the Board.
- (d) If a quorum is not present within 30 minutes after the time appointed for the commencement of an adjourned meeting of Members, the meeting is dissolved.

7.5 Chairman to chair meetings of Members

- (a) Subject to Rules 7.5(b) and 7.5(c) the Chairman must chair each meeting of Members.
- (b) If at a meeting of Members:
 - (i) there is no Chairman; or
 - (ii) the Chairman is not present within 15 minutes after the time appointed for the commencement of a meeting of Members or is not willing to chair all or part of the meeting,

the Attending Members who are or will be present at the meeting may (by majority vote) appoint one of their number to chair that meeting.

- (c) A chairperson of a meeting of Members may, for any item of business at that meeting or for any part of that meeting, vacate the chair in favour of another person nominated by him or her.

7.6 Conduct of meetings of Members

- (a) Subject to the Corporations Act, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chairperson of a meeting of Members may make rulings without putting the question (or any question) to the vote if that action is required to ensure the orderly conduct of the meeting.
- (c) The chairperson of a meeting of Members may determine the procedures to be adopted for proper and orderly discussion or debate at the meeting, and the casting or recording of votes at the meeting.

- (d) The chairperson of a meeting of Members may determine any dispute concerning the admission, validity or rejection of a vote at the meeting.
- (e) The chairperson of a meeting of Members may, subject to the Corporations Act, at any time terminate discussion or debate on any matter being considered at the meeting and require that matter be put to a vote.
- (f) The chairperson of a meeting of Members may refuse to allow debate or discussion on any matter which is not business referred to in the notice of that meeting or is not business of the meeting permitted pursuant to the Corporations Act without being referred to in the notice of meeting.
- (g) The chairperson of a meeting of Members may refuse any person admission to, or require a person to leave and remain out of, the meeting if that person:
 - (i) in the opinion of the chairperson, is not complying with the reasonable directions of the chairperson;
 - (ii) has any audio or visual recording or broadcasting device;
 - (iii) has a placard or banner;
 - (iv) has an article the chairperson considers to be dangerous, offensive or liable to cause disruption;
 - (v) behaves or threatens to behave in a dangerous, offensive or disruptive manner;
 - (vi) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession; or
 - (vii) is not entitled pursuant to the Corporations Act or this Constitution to attend the meeting.
- (h) The chairperson of a meeting of Members may delegate any power conferred by this Rule 7.6 to another Member.
- (i) Nothing contained in this Rule 7.6 limits the powers conferred by law on the chairperson of a meeting of Members.

7.7 Attendance at meeting of Members

- (a) Subject to this Constitution and any rights and restrictions of a class of Members, a Member who is entitled to attend and cast a vote at a meeting of Members may attend and vote in person or by proxy.
- (b) The chairperson of a meeting of Members may require a person acting as a proxy at that meeting to establish to the chairperson's satisfaction that the person is the person who is duly appointed to act. If the person fails to satisfy this requirement, the chairperson may exclude the person from attending or voting at the meeting.
- (c) A person requested by the Board to attend a meeting of Members is, regardless of whether that person is a Member or not, entitled to attend that meeting and, at the request of the chairperson of the meeting, is entitled to speak at that meeting.

- (d) Subject to the Corporations Act, a Member who has any personal interest (whether or not that interest is material) in a matter that is being considered at a meeting of Members must not be present while the matter is being considered or voted upon at the meeting.

7.8 Authority of Attending Members

- (a) Unless otherwise provided in the document or resolution appointing a person as proxy of a Member, the person so appointed has the same rights to speak, demand a poll, join in demanding a poll or act generally at a meeting of Member to which the appointment relates, as the appointing Member would have had if that Member was present at the meeting.
- (b) Unless otherwise provided in the document or resolution appointing a person as proxy, the appointment is taken to confer authority to:
 - (i) vote on any amendment moved to a proposed resolution and on any motion that a proposed resolution not be put or any similar motion; and
 - (ii) vote on any procedural motion, including any motion to elect the chairperson of the meeting of Members to which the appointment relates, to vacate the chair or to adjourn the meeting,

even though the appointment may refer to specific resolutions and may direct the proxy or attorney how to vote on particular resolutions.

- (c) Unless otherwise provided in the document or resolution appointing a person as proxy of a Member, the appointment is taken to confer authority to attend and vote at a meeting which is rescheduled, postponed or adjourned to another time or changed to another place, even though the appointment may refer to a specific meeting to be held at a specified time or place.

7.9 Multiple appointments

7.10 Voting at meeting of Members

- (a) A resolution put to the vote at a meeting of Members must be decided on a show of hands, unless a poll is demanded in accordance with Rule 7.13 and that demand is not withdrawn.
- (b) The Board may, subject to law, determine that, at any meeting of Members, a Member who is entitled to attend and vote at that meeting is entitled to give their vote by Direct Vote. The Board may determine rules and procedures in relation to direct voting, including the class of Members entitled to cast a Direct Vote, the manner in which a Direct Vote may be cast, the circumstances in which a Direct Vote will be valid and the effect of a Member casting both a Direct Vote and a vote in any other manner. Where a notice of meeting specifies that direct voting may occur by eligible Members, a Direct Vote cast by an eligible Member is taken to have been cast by that person at the meeting if the rules and procedures for direct voting determined by the Board (whether set out in the notice of meeting or otherwise) are complied with.
- (c) Subject to this Constitution, on a show of hands or a poll at a meeting of Members, each Attending Member having the right to vote on the resolution has one vote for each Member that the Attending Member represents.

- (d) Subject to this Constitution, where the Board has determined other means (including electronic) permitted by law for the casting and recording of votes by Members on any resolution to be put at a meeting of Members, each Member having a right to vote on the resolution in person or by proxy has one vote.
- (e) An objection to a right to vote at a meeting of Members or to a determination to allow or disregard a vote at the meeting may only be made at that meeting (or any resumed meeting if that meeting is adjourned). Any objection pursuant to this Rule 7.10(e) must be decided by the chairperson of the meeting of Members, whose decision, made in good faith, is final and conclusive.
- (f) Subject to this Constitution and except where a resolution at a meeting of Members requires a special majority pursuant to the law, the resolution is passed if more votes are cast by Members entitled to vote in favour on the resolution than against it.
- (g) In the case of an equality of votes on a resolution at a meeting of Members, the chairperson of that meeting does not have a casting vote on that resolution.
- (h) Unless a poll is demanded and the demand is not withdrawn, a determination by the chairperson of a meeting of Members following a vote on a show of hands that a resolution has been passed or not passed is conclusive, without proof of the number or proportion of the votes recorded in favour or against the resolution.

7.11 Voting by representatives

- (a) The validity of any resolution passed at a meeting of Members is not affected by the failure of any proxy to vote in accordance with directions (if any) of the appointing Member.
- (b) If a proxy of a Member purports to vote in a way or circumstances that contravene the Corporations Act, on a show of hands the vote of that proxy is invalid and the Company must not count it. If a poll is demanded, votes which the Corporations Act require a proxy of a Member to cast in a given way must be treated as cast in that way.
- (c) Subject to this Constitution and the Corporations Act, a vote cast at a meeting of Members by a person appointed by a Member as a proxy is valid despite the revocation of the appointment (or the authority pursuant to which the appointment was executed), if no notice in writing of that matter has been received by the Company before the commencement of that meeting.

7.12 Restrictions on voting rights

- (a) The authority of a proxy for a Member to speak or vote at a meeting of Members to which the authority relates is suspended while the Member is present in person at that meeting.
- (b) Subject to the Corporations Act, an Attending Member is not entitled to vote on a resolution at a meeting of Members where that Member has a personal interest (whether or not that interest is material) in the subject matter of the resolution.
- (c) An Attending Member is not entitled to vote on a resolution at a meeting of Members where that vote is prohibited by the Corporations Act or an order of a court of competent jurisdiction.

- (d) The Company must disregard any vote on a resolution at a meeting of Members purported to be cast by an Attending Member where that person is not entitled to vote on that resolution. A failure by the Company to disregard a vote on a resolution as required by this Rule 7.12(d) does not invalidate that resolution or any act, matter or thing done at the meeting, unless that failure occurred by wilful default of the Company or of the chairperson of that meeting.

7.13 Polls

- (a) A poll on a resolution at a meeting of Members may be demanded by a Member only in accordance with the Corporations Act or by the chairperson of that meeting.
- (b) No poll may be demanded at a meeting of Members on the election of a chairperson of that meeting, or unless the chairperson of the meeting otherwise determines, the adjournment of that meeting.
- (c) A demand for a poll may be withdrawn.
- (d) A poll demanded on a resolution at a meeting of Members for the adjournment of that meeting must be taken immediately. A poll demanded on any other resolution at a meeting of Members must be taken in the manner and at the time and place the chairperson of the meeting directs.
- (e) The result of a poll demanded on a resolution of a meeting of Members is a resolution of that meeting.
- (f) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

7.14 Proxies

- (a) A Member who is entitled to attend and vote at a meeting of Members may appoint a person as proxy to attend and vote for the Member in accordance with the Corporations Act but not otherwise.
- (b) A proxy appointed in accordance with the Corporations Act to attend and vote may only exercise the rights of the Member on the basis and subject to the restrictions provided in the Corporations Act.
- (c) A form of appointment of proxy is valid if it is in accordance with the Corporations Act or in any other form (including electronic) which the Board may determine or accept.
- (d) If the name of the proxy or the name of the office of the proxy in a proxy appointment of a Member is not filled in, the proxy of that Member is:
 - (i) the person specified by the Company in the form of proxy in the case that Member does not choose; or
 - (ii) if no person is so specified, the chairperson of that meeting.

7.15 Receipt of appointments

- (a) An appointment of proxy for a meeting of Members is effective only if the Company receives the appointment (and any authority pursuant to which the appointment was signed

or a certified copy of the authority) not less than 48 hours before the time appointed for the meeting to commence or (in the case of an adjourned meeting) resume.

- (b) Where a notice of meeting specifies an electronic address or other electronic means by which a Member may give the Company a proxy appointment, a proxy given at that electronic address or by that other electronic means is taken to have been given by the Member and received by the Company if the requirements set out in the notice of meeting are complied with.

7.16 Adjournments

- (a) The chairperson of a meeting of Members may at any time during the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered at the meeting or any discussion or debate, either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the chairperson.
- (b) If the chairperson of a meeting of Members exercises the right to adjourn that meeting pursuant to Rule 7.16(a), the chairperson may (but is not obliged to) obtain the approval of Attending Members to the adjournment.
- (c) No person other than the chairperson of a meeting of Members may adjourn that meeting.
- (d) The Company may give such notice of a meeting of Members resumed from an adjourned meeting as the Board resolves. Failure to give notice of an adjournment of a meeting of Members or the failure to receive any notice of the meeting does not invalidate the adjournment or anything done (including the passing of a resolution) at a resumed meeting.
- (e) Only business left unfinished is to be transacted at a meeting of Members which is resumed after an adjournment.

7.17 Cancellations and postponements

- (a) Subject to the Corporations Act, the Company may by resolution of the Board cancel or postpone a meeting of Members or change the place for the meeting, prior to the date on which the meeting is to be held.
- (b) Rule 7.17(a) does not apply to a meeting called in accordance with the Corporations Act by Members or by the Board on the request of Members, unless those Members consent to the cancellation or postponement of the meeting.
- (c) The Company may give notice of a cancellation or postponement or change of place of a meeting of Members as the Board resolves. Failure to give notice of a cancellation or postponement or change of place of a meeting of Members or the failure to receive any notice of the meeting does not invalidate the cancellation, postponement or change of place of a meeting or anything done (including the passing of a resolution) at a postponed meeting or the meeting at the new place.
- (d) The only business that may be transacted at a meeting of Members the holding of which is postponed is the business specified in the original notice calling the meeting.

8. DIRECTORS

8.1 Appointment of Directors

- (a) The number of Directors (not counting alternate directors) must be the number, not being less than eight, determined by the Directors, but the number so determined at a particular time must not be less than the number of Directors when the determination takes effect.
- (b) The Board may, by a majority of votes of Directors present and voting, appoint any person to be a Director.
- (c) HAC may, by written notice to the Board:
 - (i) appoint one person, who has skills and experience in the provision of public healthcare services, to be a Director;
 - (ii) re-appoint a person to be a Director following his or her termination of office under Rule 8.2, retirement under Rule 8.1(l) or removal under Rule 8.1(c)(iii); and
 - (iii) remove a person appointed by it from office.
- (d) The University may, upon providing written confirmation of its commitment to contribute at least A\$5 million to Lifehouse Australia Limited and by written notice to the Board:
 - (i) appoint one person to be a Director;
 - (ii) re-appoint a person to be a Director following his or her termination of office under Rule 8.2, retirement under Rule 8.1(l) or removal under Rule 8.1(d)(iii); and
 - (iii) remove a person appointed by it from office.
- (e) An appointment under Rule 8.1(b), 8.1(c) or 8.1(d) is not effective unless the person is eligible to be a Director and gives the consent required by the Corporations Act and such other information as the Board may require in respect of that person.
- (f) A Director appointed under Rule 8.1(c) or 8.1(d) must comply with any determination made, and any policy established by, the Board under Rule 8.1(g), and with any determination made by the Chairman under Rule 8.1(h) and may otherwise to the maximum extent permitted by law:
 - (i) have regard to and represent the interests of his or her appointor;
 - (ii) act in the interests of his or her appointor in performing any of his or her duties or exercising any power, right or discretion as a Director; and
 - (iii) subject to Rule 8.1(g), disclose information obtained in connection with his or her position as Director to his or her appointor on a confidential basis.
- (g) The Board may:
 - (i) determine that particular information may not be disclosed by a Director appointed under Rule 8.1(c) or 8.1(d) to his or her appointor; and

- (ii) establish a policy that applies to the conduct of all directors including directors appointed under Rule 8.1(c) or 8.1(d). The policy will be applied to directors on a fair and even basis.
- (h) The Chairman may determine that a Director appointed under Rule 8.1(c) or 8.1(d) has a material conflict in relation to a matter that is being considered at a Board meeting and that such Director must not be present while the matter is being considered at the meeting or vote on the matter. The Chairman's decision under this Rule 8.1(h) will be final and binding.
- (i) The Board must be comprised at all times of a majority of Independent Directors. If any Director ceases to hold office as an Independent Director he or she must not be counted as an Independent Director and if necessary to comply with this Rule 8.1(i), the Board must appoint an Independent Director in his or her place.
- (j) Subject to the Corporations Act, Rules 8.1(k) and 8.1(l) apply to non-executive Directors only.
- (k) Subject to this Constitution and the Corporations Act, the Directors in office on the Relevant Date hold office for three years after the Relevant Date (that date is the **Three Year Date**). Directors appointed or reappointed after the Relevant Date hold office for three years after they are appointed or reappointed.
- (l) Subject to the Corporations Act and rule 8.1(j), Directors must retire as follows:
 - (i) one third by number of the Directors in office on the Three Year Date must retire on the Three Year Date; and
 - (ii) one third by number of the Directors must retire on each anniversary of the Three Year Date.
- (m) The Directors must select which of the Directors must retire as required by Rule 8.1(l). If the Directors cannot agree as to which Directors shall retire in accordance with Rule 8.1(l), the retiring Directors shall be chosen by ballot, to be conducted by the Chairman.
- (n) A Director who retires under Rule 8.1(l) is, provided he or she is eligible to be a Director, eligible for re-appointment.

8.2 Termination of office

- (a) A person ceases to be a Director if the person:
 - (i) fails to attend 3 consecutive Board meetings (either personally or by an alternate director) without the consent of the Board;
 - (ii) resigns by notice in writing to the Company;
 - (iii) ceases to hold office because of Rule 8.1(l) and is not re-appointed;
 - (iv) is removed from office pursuant to the Corporations Act;
 - (v) is an employee (whether full-time or part-time) of the Company or of any related body corporate of the Company and ceases to be an employee of the Company or of a related body corporate of the Company; or

- (vi) is not permitted to be a director, or to manage a corporation, pursuant to the Corporations Act or Charity Guidelines.
- (b) Notwithstanding Rule 8.2(a), a person ceases to be an Independent Director if that person ceases to be an Independent Director within the meaning given in Rule 1.1.

8.3 Alternate directors

- (a) A Director may:
 - (i) without the need for approval of other Directors, appoint another Director; and
 - (ii) with the approval of a majority of the other Directors, appoint a person who is not a Director,as an alternate director of that Director for any period.
- (b) An Independent Director may not appoint as an alternate director:
 - (i) a Director who is not an Independent Director; or
 - (ii) a person who, if otherwise appointed a Director, would not be an Independent Director.
- (c) The appointing Director may terminate the appointment of his or her alternate director at any time.
- (d) A notice of appointment, or termination of appointment, of an alternate director by the appointing Director is effective only if the notice is in writing and signed by that Director and is effective when given to the Company, subject in the case of appointments to any necessary approval of the Directors being obtained.
- (e) An alternate director is entitled to receive notice of Board meetings and, subject to this Constitution and the Corporations Act, to attend, count in the quorum of, speak at, and vote at a Board meeting at which his or her appointing Director is not present.
- (f) Subject to this Constitution, the Corporations Act, and the instrument of appointment of an alternate director, an alternate director may exercise all the powers (except the power pursuant to Rule 8.3(a)) of a Director, to the extent that that his or her appointing Director has not exercised them.
- (g) The office of an alternate director is terminated if the appointing Director ceases to be a Director.
- (h) Subject to Rule 3.1, the Company is not required to pay any remuneration or benefit to an alternate director.
- (i) An alternate director is an officer of the Company and not an agent of his or her appointing Director.

8.4 Interests of Directors

- (a) A Director is not disqualified by reason only of being a Director (or the fiduciary obligations arising from that office) from:
 - (i) holding an office (except auditor) or place of profit or employment in the Company or a related body corporate of the Company;
 - (ii) holding an office or place of profit or employment in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest;
 - (iii) being a member, creditor or otherwise be interested in any body corporate (including the Company), partnership or entity, except auditor of the Company;
 - (iv) entering into any agreement or arrangement with the Company; or
 - (v) acting in a professional capacity (or being a member of a firm which acts in a professional capacity) for the Company, except as auditor of the Company.
- (b) Each Director must comply with any policy established by the Board, the Corporations Act and any Charity Guidelines in relation to the disclosure of the Director's interests.
- (c) A Director who has a material personal interest in a matter that is being considered at a Board meeting (**Conflicted Director**) must not be present while the matter is being considered at the meeting nor vote on the matter, *except where permitted* by the Corporations Act or Charity Guidelines including where a Board resolution has been passed in the required form approving such participation by the Conflicted Director. Subject to the Corporations Act and any Charity Guidelines, a Director may not have a material personal interest in a matter involving the Company and another person being considered at a Board meeting, or relating to an arrangement between the Company and another person (if, in each case, the other person is a New South Wales government department, agency, state owned corporation or authority, or the University) solely because that Director holds office in or is employed by the other person.

9. OFFICERS

9.1 Managing Director

- (a) The Board may appoint one or more Directors as a managing director of the Company, for any period and on any terms (including, subject to Rule 3.1, as to remuneration) as the Board resolves. Subject to any agreement between the Company and the managing director, the Board may vary or terminate the appointment of a managing director of the Company at any time, with or without cause.
- (b) The Board may delegate any of its powers to a managing director of the Company for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power delegated to a managing director of the Company.
- (c) A managing director of the Company must exercise the powers delegated to him or her in accordance with any directions of the Board.
- (d) A person ceases to be a managing director if the person ceases to be a Director.

9.2 Secretary

The Board may appoint one or more Secretaries, for any period and on any terms (including, subject to Rule 3.1, as to remuneration) as the Board resolves. Subject to any agreement between the Company and the Secretary, the Board may vary or terminate the appointment of a Secretary at any time, with or without cause.

9.3 Indemnity and insurance

- (a) To the extent permitted by law, the Company may indemnify each Relevant Officer against a Liability of that person and the Legal Costs of that person.
- (b) The indemnity pursuant to Rule 9.3(a):
 - (i) is enforceable without the Relevant Officer having first to incur any expense or make any payment;
 - (ii) is a continuing obligation and is enforceable by the Relevant Officer even though the Relevant Officer may have ceased to be an officer of the Company; and
 - (iii) applies to Liabilities and Legal Costs incurred both before and after this Rule became effective.
- (c) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (d) To the extent permitted by law, the Company may:
 - (i) enter into, or agree to enter into; or
 - (ii) pay, or agree to pay, a premium for,

a contract insuring a Relevant Officer against a Liability of that person and the Legal Costs of that person.
- (e) To the extent permitted by law, the Company may enter into an agreement or deed with a Relevant Officer or a person who is, or has been, an officer of the Company or a subsidiary of the Company, pursuant to which the Company must do all or any of the following:
 - (i) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (ii) indemnify that person against any Liability and Legal Costs of that person;
 - (iii) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
 - (iv) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

10. POWERS OF THE BOARD

10.1 General powers

- (a) The Board has the power to manage the business of the Company and may exercise to the exclusion of the Company in general meeting all powers of the Company which are not, by the law or this Constitution, required to be exercised by the Company in general meeting.
- (b) A power of the Board can only be exercised by a resolution passed at a meeting of the Board in accordance with Rule 11.2, a resolution passed by signing a document in accordance with Rule 11.1, or in accordance with a delegation of the power pursuant to Rule 9.1, 10.3 or 10.4. A reference in this Constitution to the Company exercising a power by a resolution of the Board includes an exercise of that power in accordance with a delegation of the power pursuant to Rule 9.1, 10.3 or 10.4.

10.2 Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by one Director and either another Director, a Secretary, or another person appointed by the Board for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by one Director and either another Director, a Secretary, or another person appointed by the Board for that purpose.
- (c) The Board may determine the manner in which and the persons by whom cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable or transferable instruments in the name of or on behalf of the Company, and receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed.

10.3 Committees and delegates

- (a) The Board may delegate any of its powers to a committee of the Board, a Director, an employee of the Company or any other person. A delegation of those powers may be made for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power so delegated. A delegation (including the specification of the powers delegated and any terms on which they are delegated), and a revocation or variation of a delegation, under this Rule 10.3(a), must be recorded in writing.
- (b) A committee must not have less than three and no more than ten members. The Board may alter the minimum or maximum number of members in the committee as the Board resolves.
- (c) A committee or delegate must exercise the powers delegated in accordance with any directions of the Board.
- (d) Subject to the terms of appointment or reference of a committee, Rule 11.2 applies with the necessary changes to meetings and resolutions of a committee of the Board.
- (e) The Board has established an Audit and Risk Committee and a Remuneration Committee to advise and assist the Board on matters within each committee's respective terms of reference as determined by the Board from time to time.

- (f) Each committee must furnish a report of its activities to the Board each quarter (or such other interval determined by the Board), together with such advice concerning the subject matter of those activities as each committee deems desirable.

10.4 Attorney or agent

- (a) The Board may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Board resolves. Subject to the terms of appointment of an attorney or agent of the Company, the Board may revoke or vary that appointment at any time, with or without cause.
- (b) The Board may delegate any of their powers (including the power to delegate) to an attorney or agent. The Board may revoke or vary any power delegated to an attorney or agent. A delegation (including the specification of the powers delegated and any terms on which they are delegated), and a revocation or variation of a delegation, under this Rule 10.4(b), must be recorded in writing.

11. PROCEEDINGS OF DIRECTORS

11.1 Written resolutions of Directors

- (a) The Board may pass a resolution without a Board meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) A resolution pursuant to Rule 11.1(a) may consist of several documents in the same form each signed by one or more Directors and is effective when signed by the last of the Directors constituting the majority of the Directors. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of Rule 11.1(a) and is taken to be signed when received by the Company in legible form.
- (c) For the purposes of Rule 11.1(a), the reference to Directors includes any alternate director who is appointed by a Director who is at the relevant time on leave of absence approved by the Board but does not include any other alternate directors.

11.2 Board Meetings

- (a) Subject to this Constitution, the Board may meet, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) A Director may call a Board meeting at any time. On request of any Director, a Secretary of the Company must call a meeting of the Directors.
- (c) Notice of a Board meeting must be given to each Director (except a Director on leave of absence approved by the Board) and an alternate director appointed by a Director on leave of absence approved by the Board. Notice of a Board meeting may be given in person, or by post or by telephone, fax or other electronic means.
- (d) A Director or alternate director may waive notice of a Board meeting by giving notice to that effect to the Company in person or by post or by telephone, fax or other electronic means.

- (e) A person who attends a Board meeting waives any objection that person and:
- (i) if the person is a Director, any alternate director appointed by that person; or
 - (ii) if the person is an alternate director, the Director who appointed that person as alternate director,
- may have to a failure to give notice of the meeting.
- (f) Anything done (including the passing of a resolution) at a Board meeting is not invalid because either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.
- (g) For the purposes of the Corporations Act, each Director, by consenting to be a Director or by reason of the adoption of this Constitution, consents to the use of each of the following technologies for the holding of a Board meeting:
- (i) telephone;
 - (ii) video;
 - (iii) any other technology which permits each Director to communicate with every other participating Director; or
 - (iv) any combination of these technologies.

A Director may withdraw the consent given pursuant to this Rule 11.2(g) in accordance with the Corporations Act.

- (h) If a Board meeting is held in 2 or more places linked together by any technology:
- (i) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the chairperson of the meeting that the Director is discontinuing his or her participation in the meeting; and
 - (ii) the chairperson of that meeting may determine at which of those places the meeting will be taken to have been held.
- (i) Until otherwise determined by the Board, a quorum for a Board meeting is 6 Directors (or another number of Directors determined by the Board) entitled to vote on a resolution that may be proposed at that meeting. A quorum for a Board meeting must be present at all times during the meeting. Each individual present is counted towards a quorum in respect of each appointment as an alternate director of another Director in addition (if applicable) to being counted as a Director.

11.3 Chairman of the Board

- (a) The Board may elect an Independent Director as chairman of the Board for any period that it resolves, or if no period is specified, until that person ceases to be a Director. The Board may remove the chairman of the Board from that office at any time.
- (b) A person is not eligible to be elected Chairman under this Rule 11.3 unless the person has consented to act as Director.

- (c) Subject to Rule 11.3(d), the Chairman must chair each Board meeting.
- (d) If at a Board meeting:
 - (i) no person holds the office of Chairman ; or
 - (ii) the Chairman is not present within 15 minutes after the time appointed for the holding of the Board meeting or is not willing to chair all or part of that meeting,the Directors present must elect one of their number to, chair that meeting or part of the meeting.
- (e) A person does not cease to be a Chairman if that person ceases to hold office because of Rule 8.1(i) and is re-appointed as a Director.

11.4 Board resolutions

- (a) A resolution of the Board is passed if more votes are cast by Directors entitled to vote in favour of the resolution than against it.
- (b) Subject to Rules 8.3 and 8.4 and this Rule 11.4 each Director present in person or by his or her alternate director has one vote on a matter arising at a Board meeting.
- (c) Subject to the Corporations Act, in case of an equality of votes on a resolution at a Board meeting, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his or her capacity as a Director in respect of that resolution, provided that the chairperson is entitled to vote on the resolution and more than two Directors are present and entitled to vote on the resolution.

11.5 Valid proceedings

- (a) An act at any Board meeting or a committee of the Board or an act of any person acting as a Director is not invalidated by:
 - (i) a defect in the appointment or continuance in office of a person as a Director, a member of the committee or of the person so acting; or
 - (ii) a person so appointed being disqualified or not being entitled to vote,if that circumstance was not known by the Board, committee or person (as the case may be) when the act was done.
- (b) If the number of Directors is below the minimum required by this Constitution, the Board must not act except in emergencies, to appoint Directors up to that minimum number or to call and arrange to hold a meeting of Members.

12. NOTICES

12.1 Notices to Members

- (a) The Company may give Notice to a Member by any of the following means in the Board's discretion:

- (i) delivering it to that Member or person;
 - (ii) delivering it or sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member for that purpose;
 - (iii) sending it to the fax number or electronic address (if any) nominated by that Member or person for that purpose;
 - (iv) if permitted by the Corporations Act, notifying that Member of the notice's availability by an electronic means nominated by the Member for that purpose; or
 - (v) any other means permitted by the Corporations Act.
- (b) The Company must send all documents to a Member whose address for Notices is not within Australia by air-mail, air courier, fax or electronic transmission.
- (c) Any Notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

12.2 Notice to Directors

The Company may give Notice to a Director or alternate director by:

- (a) delivering it to that person;
- (b) sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person for that purpose;
- (c) sending it to the fax number or electronic address (if any) nominated by that person for that purpose; or
- (d) any other means agreed between the Company and that person.

12.3 Notice to the Company

A person may give Notice to the Company by:

- (a) delivering it or sending it by post to the registered office of the Company;
- (b) delivering it or sending it by post to a place nominated by the Company for that purpose;
- (c) sending it to the fax number at the registered office of the Company nominated by the Company for that purpose;
- (d) sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) any other means permitted by the Corporations Act.

12.4 Time of service

- (a) A Notice sent by post or air-mail is taken to be given on the day after the date it is posted.

- (b) A Notice sent by fax or other electronic transmission is taken to be given when the transmission is sent provided that in the case of notice to the Company or a Director or an alternate director, the sender meets any action required by the recipient to verify the receipt of the document by the recipient.
- (c) A Notice given in accordance with Rule 12.1(a)(iv) is taken to be given on the day after the date on which the Member is notified that the Notice is available.
- (d) A certificate by a Director or Secretary to the effect that a Notice by the Company has been given in accordance with this Constitution is conclusive evidence of that fact.

12.5 Notice requirements

The Board may specify, generally or in a particular case, requirements in relation to Notices given by any electronic means, including requirements as to:

- (a) the classes of, and circumstances in which, Notices may be sent;
- (b) verification (whether by encryption code or otherwise); and
- (c) the circumstances in which, and the time when, the Notice is taken to be given.

13. WINDING UP

13.1 Winding up

On a winding up of the Company, any surplus assets of the Company remaining after the payment of its debts must not be paid to or distributed among the Members, but must be given or transferred to:

- (a) one or more bodies corporate, associations or institutions (whether or not a Member or Members) selected by the Members by resolution:
 - (i) that is exempt from payment of income tax of the Commonwealth;
 - (ii) having objects similar to the object of the Company; and
 - (iii) whose constitution prohibits the distribution of its or their income or property to no lesser extent than that imposed on the Company pursuant to Rule 3.1; or
- (b) if the Members have not resolved on a body corporate, association or institution under Rule 13.1(a), to one or more bodies corporate, associations or institutions (whether or not a Member or Members) selected by the Members by resolution, being a body corporate, association or institution:
 - (i) the objects of which are charitable; and
 - (ii) gifts to which can be deducted under Division 30 of the *Income Tax Assessment Act 1997* (Cth);

Lifehouse Australia Trust Trust Deed

between

**Frank Ernest Sartor
(Settlor)**

and

**Lifehouse at RPA
(ACN 100 492 644)
(Trustee)**

This is a conformed copy of the Lifehouse Australia Trust which was created by trust deed executed on 15 May 2002, and subsequently amended by deeds dated on or about August 2005, 5 February 2009, 14 July 2011 and 16 August 2013.

Proposed March 2014 changes to clauses 10.1 and 15(p) tracked

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between **The Rrt Hon Frank Ernest Sartor,** [REDACTED]
[REDACTED] (**Settlor**)

and **Lifehouse at RPA ACN 100 492 644** of 119-143 Missenden Road, Camperdown
NSW 2050 (**Trustee**)

Recitals

- A The principal object of the Trust is to own and/or operate facilities for the diagnosis, treatment, care and post-treatment support to cancer patients in Australia.
- B The Trustee confirms that it holds, subject to this deed, the Trust Fund for this purpose.
- C This document is a conformed copy of the Lifehouse Australia Trust which was created by trust deed executed on 15 May 2002, and subsequently amended by deeds dated on or about August 2005, 5 February 2009, 14 July 2011 and 16 August 2013.

Now it is covenanted and agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context otherwise requires:

1997 Act means the *Income Tax Assessment Act 1997* (Cth);

Act means the *Income Tax Assessment Act 1936* (Cth);

Australian Business Number means a single identifying number for dealings with the Australian Taxation Office and for future dealings with other government departments and agencies;

Capital means property of the Trust that is not income;

Chairperson means the chairperson of the Advisory Committee from time to time in accordance with clause 11;

Commencement Date means the date of this Deed;

Deductible Gift Recipient means an entity endorsed as a deductible gift recipient, or as a deductible gift recipient for the operation of a fund, authority or institution, under section 30-120 of the 1997 Act and includes a deductible gift recipient within the meaning of section 30-227 of Subdivision 30-CA of Part 2-5 of the 1997 Act and any equivalent or corresponding entities under any statutory provisions that succeed or replace those statutory provisions;

Eligible Charity means a fund, authority or institution, and gifts to which are deductible under Division 30 of the 1997 Act;

Financial Year means a period of 12 months ending on 30 June, except for:

- (a) the first year of operation of the Trust, which will be from the Commencement Date until the succeeding 30 June; and
- (b) the final year of operation of the Trust, which will be from the 1 July immediately preceding the date of winding up to the date of winding up;

Income of the Trust includes all profits or gains taken into account in calculating the net income of the Trust, and exempt Income, as defined in section 95(1) of the Act, notwithstanding that the whole or any part of it may otherwise constitute Capital of the Trust;

Lifehouse Vision means the vision to transform cancer treatment for Australians through an environment thriving on discovery, research and uncompromising care, or such other vision as determined from time to time by Lifehouse.

Money includes cash, any currency, negotiable instruments, and amounts on current or deposit accounts at banks or financial institutions;

Securities means securities of any kind issued by a company or a unit trust, or any other entity, including without limitation shares, units, debentures, options and warrants;

Settled Sum means the amount of one hundred dollars [\$100.00] received by the Trustee from the Settlor for the purposes of the Trust;

Tax means any Income tax, capital gains tax, fringe benefits tax, consumption tax, value added tax, provisional tax, additional tax, penalty tax, stamp duty, fine for late payment, tax on deposit or withdrawal of funds from any account or other tax or imposition payable to any government or government instrumentality;

Tax Act means the *Income Tax Assessment Act 1936* (Cth) and/or the *Income Tax Assessment Act 1997* (Cth), and where appropriate, includes the *Taxation Administration Act 1953* (Cth), applicable imposition and/or collection legislation, and any subordinate legislation in relation to those Acts or that legislation;

Termination Date means the date on which the Trust is terminated, as determined under clause 16.1;

Trust means the settlement created by this Deed and known as 'The Sydney Cancer Centre Foundation Trust' as such other name as the Trustee determines;

Trustee means a trustee or any subsequent trustee of the Trust from time to time;

Trust Fund means the trust fund as described in clause 2(e) and held by the Trustees for the purposes of the Trust.

1.2 Interpretation

In this Deed unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words which are gender neutral or gender specific include each gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (e) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (f) a reference to a clause, party, schedule or attachment is a reference to a clause of this Deed, and a party, schedule or attachment to, this Deed and a reference to this Deed includes a schedule and attachment to this Deed;
- (g) a reference to this Deed includes this Dictionary;
- (h) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule

of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;

- (i) without limiting the application of clause 1.2(h), any references to the Act will include references to corresponding provisions of the 1997 Act to the extent that they supersede the provisions of the Act;
- (j) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (k) a reference to a party to a document includes that party's successors and permitted assigns;
- (l) an agreement on the part of two or more persons binds them jointly and severally; and
- (m) a reference to an agreement, other than this Deed, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.

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

2 Establishment of Trust

- (a) The Settlor appoints the Trustee as trustee of the Trust to hold the Trust Fund on the terms and conditions of this Deed.
- (b) The Trustee accepts the appointment in clause 2(a) and declares that it holds and will hold the Trust Fund on the terms and conditions of this Deed.
- (c) The Trustee acknowledges receipt of the Settled Sum from the Settlor before the execution of this Deed.
- (d) The Trust will be known as The Sydney Cancer Centre Foundation Trust. The Trustee may from time to time by resolution change the name of the Trust.
- (e) The Trustee must establish a Trust Fund which shall consist of:
 - (i) the Settled Sum paid by the Settlor to the Trustee;
 - (ii) all donations received from the public before and after the execution of this Deed; and
 - (iii) all other money and property which is received by the Trustees for the purposes of the Trust Fund or which otherwise may form part of the Trust Fund in accordance with this Deed.
- (f) The Trustee must hold the Trust Fund:
 - (i) separately from any other funds held by them; and
 - (ii) to the extent the Trust Fund consists of cash, in a separate bank account.
- (g) Any withdrawals from the bank account in clause 2(f)(ii) must be authorised by two signatories, each of whom must be:
 - (i) a director of the Trustee; or
 - (ii) the Executive Officer of the Trustee.
- (h) The Trustee must issue receipts for the donations received from the public. The receipts must quote the name of the Trust Fund, the Australian Business Number applicable to the Trust, and the fact that the receipt is for a gift.

- (i) The Trustee shall take steps from time to time to invite the Australian public (and sections thereof) to contribute to the Trust and may, from time to time, encourage and solicit donations and gifts to the Trust to be applied for the Purpose of the Trust.

3 Establishment and operation of Gift Fund

The Trustee must use the Trust Fund for the Purpose of the Trust.

4 Purpose of the Trust

- (a) The purpose of the Trust is to own and/or operate facilities for the diagnosis, treatment, care and post-treatment support of cancer patients in Australia in a manner which is consistent with the Lifehouse Vision.
- (b) As ancillary and incidental activities, the Trustee will:
 - (i) provide education and teaching in the field of cancer;
 - (ii) be involved or fund cancer-specific research to further knowledge and technology in the field of medicine, including the conduct of clinical trials; and
 - (iii) carry out or fund other activities that are complementary with or necessary for the activities of the Trust provided above;
 - (iv) provide money, property or benefits as the Trustee from time to time considers appropriate to Deductible Gift Recipients with purposes that the Trustee considers are similar or complimentary to the purpose of the Trust.

5 Income

5.1 Distribution

The Trustee must hold the Income of each Financial Year which is available for distribution on trust to pay, apply or set aside the whole or part for the Purpose of the Trust as the Trustee may determine in its discretion.

5.2 Accumulation

The Trustee may in its discretion decide to accumulate the whole or part of the Income of a Financial Year provided such accumulation is not inconsistent with the Purpose of the Trust such accumulation forms part of the Capital.

6 Capital

6.1 Application of Capital

The Trustee holds the Capital of the Trust to be used for the Purpose of the Trust.

6.2 Manner of distribution

Capital may be distributed by way of a determination, or on winding up of the Trust:

- (a) in any manner in which Income may be paid, applied or set aside under this Deed; or
- (b) by transfer in specie of any asset in the Trust Fund.

6.3 No resulting trust

A determination of the Trustee under this clause 6 is not effective:

- (a) to the extent to which the same creates a resulting trust in favour of:
 - (i) the Settlor;
 - (ii) a person who has transferred property to the Trustee for other than full consideration;
 - (iii) a person who has made a gift of money to the Trustee by way of accretion to the Trust Fund; or
- (b) where a resulting trust would result in a liability arising at any time under any applicable law on account of death or estate duties or an imposition or tax arising by reference to the death of a person.

7 Tax

- (a) Where the Trustee is required to pay Tax in respect of:
 - (i) Income allocated or distributed; or
 - (ii) Capital, property or money held by the Trustee under this Deed,
 the Trustee may pay the Tax out of Income or Capital or may deduct the Tax out of money which comes into the hands of the Trustee.
- (b) Where the Trustee is liable to pay Tax on accumulation of Income, the Trustee may pay such Tax out of Income or from Capital as it may decide,
- (c) Where the Trustee is liable to pay Tax in respect of a distribution of Capital, the Trustee may deduct and pay such Tax out of such distribution. If the amount of that distribution is not sufficient to fully discharge such liability, the Trustee may pay such Tax from such other money or property as it may decide.

8 Variation of Trust Deed

- (a) This Trust Deed may be amended from time to time as determined by the Trustee.
- (b) The Trustee must notify the Australian Taxation Office of any amendment to this Trust Deed under clause 8(a).

9 Trustee

9.1 Acting as Trustee

- (a) If at any time there is more than one Trustee, the Trustees must act jointly.
- (b) The Trustee, being a corporation, may exercise any power or discretion conferred on the Trustee by a resolution of its board of directors or may delegate the right and power to exercise any power or discretion to a representative appointed for the purpose by its board of directors.
- (c) The Trustee, must record and maintain a copy of all minutes of resolutions made pursuant to clause 9.1(b). The minutes of resolution must be available for reasonable inspection by any director or retired director of the Trustee.

9.2 Appointment of additional Trustees

The Trustee may appoint an additional trustee or trustees of the Trust to hold the Trust Fund, who must agree to be bound by the terms and conditions of this Deed. Each additional trustee appointed in accordance with this clause will be a Trustee for the purposes of this Deed.

9.3 Retirement

- (a) Upon the retirement, removal or appointment of a Trustee, the continuing Trustee and/or the new Trustee must agree to be bound by the terms and conditions of this Deed and must effect all necessary documents.
- (b) Upon the retirement, removal or appointment of a Trustee the new Trustee must within 14 days of retirement, removal or appointment give notice of the change to the Commissioner of Taxation.

9.4 Vesting of Trust Fund

Where a Trustee retires or is appointed under clause 9.3(b), the Trust Fund vests at that time in the person or jointly in the persons who are the succeeding Trustees without the necessity for any vesting, declaration, transfer, conveyance or other assurance.

9.5 Restriction on new Trustees

None of the following persons may be a Trustee under clause 9.2 or 9.3(a):

- (a) the Settlor; or
- (b) a person who has transferred property to the Trustee other than for full consideration to be held on the terms and conditions of this Deed.

9.6 Transfer of records

On the retirement of a Trustee, the Trustee must provide the replacement or (should there be more than one trustee) the remaining Trustee with all books, records, documents and other material pertaining to the Trust which it holds.

10 Provisions relating to Trustee

10.1 Restrictions on receipt of Income and Capital

Subject to clauses 10.2 and 15(p), no Income or Capital may be paid or transferred beneficially to, or applied for the benefit of, the Settlor, a Trustee, any person who at any time has been a Trustee, or to members of the managing committee.

10.2 Administration Expenses

Subject to clause 10.4, the reasonable costs of administering the Trust are payable out of the Trust Fund.

10.3 Administration Expenses

So long as the constitution of the Trustee provides that its assets and income shall be applied solely in furtherance of the objects of the Trust, clause 10.2 extends to the reasonable costs incurred in the operation and management of the Trustee, so far as those costs are solely and properly attributable to the performance of the Trustee's functions as trustee of the Trust.

10.4 Limitation of liability

A Trustee is not individually liable or accountable under this Deed or in respect of the Trust Fund for any loss other than a loss attributable to:

- (a) dishonesty of the Trustee; or
- (b) the wilful commission of an act known by the Trustee to be a breach of trust.

10.5 Indemnity

Provided a Trustee acts in good faith:

- (a) the Trustee will be indemnified out of the Trust Fund for all debts, damages, obligations or other liabilities incurred, arising or awarded by or against the Trustee in the execution of any power, duty or discretion under this Deed and for all actions, claims and costs relating to the Trust Fund;
- (b) the Trustee is entitled to reimbursement from the Trust Fund for all money expended and debts incurred in or relating to the administration of the Trust; and
- (c) the Trustee may apply the Trust Fund or any part of it as they may decide to satisfy the rights of reimbursement or indemnity to which they are entitled under this Deed and at law.

10.6 Exercise of powers and discretions

- (a) The Trustee may exercise any discretion or power conferred by this Deed:
 - (i) by a resolution passed at a meeting or by a written resolution; or
 - (ii) by delegating the right and power to exercise or concur in exercising any such discretion or power to a Board of Advisers appointed unanimously from time to time by the Trustee.
- (b) All powers and discretions conferred on the Trustee by this Deed or by law may be exercised even if the Trustee has or may have a direct, indirect, or personal interest, whether as shareholder, director, member, or partner of any company or partnership, or otherwise, in the manner or result of exercising such power or discretion or may benefit directly or indirectly as a result of the exercise of any such power or discretion.

10.7 Manager

The Trustee is not bound to act personally and may employ a manager or other person to transact all or any business to be done or performed by the Trustee, including the receipt and payment of money, and the Trustee may determine the remuneration to be paid to any such person.

10.8 Vacation of office

The office of Trustee is determined and vacated if a Trustee becomes insolvent or is a corporation in liquidation.

11 Committees

11.1 Committees

The Trustee may establish such committees as it thinks fit, with functions to be determined by the Trustee.

11.2 Remuneration

The members of a committee are not entitled to receive any remuneration for the performance of their duties.

12 Custodian of Trust property

The Trustee may from time to time deposit the documents of title to property of the Trust with a solicitor, accountant, bank, trust company, investment or stockbroker or like institution in any part of the world in which the Trust Fund is invested or situated, and the Trustee is not liable or responsible for any loss not caused by their own fault which may occur in relation to such deposit.

13 Accounts

- (a) In each Financial Year the Trustee must prepare financial statements, including a profit and loss account and balance sheet as at the end of each Financial Year to show a true and proper statement of the affairs of the Trust Fund setting out all:
 - (i) Income;
 - (ii) Capital;
 - (iii) costs and disbursements and other outgoings paid or payable out of the Trust Fund and chargeable against Income;
 - (iv) Capital expenditure and liabilities chargeable to Capital; and
 - (v) investments and money comprised in the Trust Fund.
- (b) The Trustee must establish and maintain proper accounts which accurately record all receipts and outgoings in relation to the Trust Fund.
- (c) The Trustee may also arrange for the financial statements of the Trust Fund to be audited by an auditor nominated by the Trustees. The costs of the auditor may be paid out of the Trust Fund.

14 Investment powers

- (a) Subject to clause 14(b), the Trustee acting in accordance with this Deed have all the powers over the Fund and the investments of the Fund which they could exercise if they were the sole beneficial owner.
- (b) The Trustee have the power to apply or invest any money available to be invested under this Deed in accordance with the *Trustee Act 1925 (NSW)* and any other relevant law.

15 Powers of Trustee

The Trustee have all powers and legal capacity to carry out their functions and duties under this Deed including the power:

- (a) to acquire any property to be held in the Trust Fund;
- (b) to retain any property forming part of the Trust Fund, without selling, converting or altering the property, for as long as the Trustee thinks fit;
- (c) to dispose of any property forming part of the Trust Fund for such consideration as the Trustee thinks fit;
- (d) to accept any additional property which is settled by any person on the Trustee to be held in the Trust Fund;

- (e) to invest in any form of investment and at any time to vary or transpose any investment, including without limitation;
 - (i) the subscription for shares, debentures, units in unit trusts and any Securities;
 - (ii) the purchase, lease or other acquisition of any interest in any real or personal property;
- (f) in relation to any Securities forming part of the Trust Fund;
 - (i) to exercise all voting powers;
 - (ii) to exercise all statutory powers of the Trustee with respect to Securities; and
 - (iii) to exercise all other powers as if the Trustee were the beneficial owner of the Securities;
- (g) to borrow Money on any terms and to grant any security over property forming all or part of the Trust Fund or any interest in such property to the lender of such Money (all borrowings become part of the Trust Fund);
- (h) to enter debt instruments of all kinds including without limitation all forms of commercial paper, bills of exchange, promissory notes, bill facilities, debentures, bonds, annuities, subordinated debt instruments, convertible bonds and warrants and other securities, by means of or involving all methods appropriate for the purpose including electronic methods of quotation, issue, dealing, payment, confirmation and settlement;
- (i) to grant a guarantee, indemnity or undertaking, or a mortgage or charge over property forming all or part of the Trust Fund, to any person in respect of any existing or future obligation owed to that person by another person, including without limitation any obligation arising under debt instruments issued or entered into by the Trustee;
- (j) to lend Money to any person on any terms and with or without security, and to execute any mortgage or other document to secure the repayment of such Money;
- (k) to carry on any business that the Trustee thinks fit, alone, in partnership or in a syndicate, joint venture, risk participation agreement or other collective enterprise with other persons, and for that purpose the Trustee may employ all or any part of the capital or income of the Trust as the Trustee thinks fit;
- (l) to employ, contract with or retain any person to assist in or undertake any activity under this Deed;
- (m) to appoint, engage or replace any agent, sub-agent, delegate, attorney, sub-attorney or custodian of the Trustee, alone, jointly or jointly and severally with other persons, for such purposes and with such powers, discretions and authorities as the Trustee thinks fit (not exceeding those vested in the Trustee) whether by or pursuant to instrument under seal or otherwise and whether or not the appointment or engagement endures beyond any lack of capacity of the Trustee;
- (n) to act on the opinion or advice of or information obtained from any professional adviser and the Trustee will not be responsible for any loss or damage occasioned by acting or not acting in accordance with that opinion, advice or information;
- (o) to accept appointment as and to act under or in pursuance of any appointment or engagement of the Trustee as agent, sub-agent, delegate, attorney, sub-attorney or custodian for or on behalf of another person, alone, jointly or jointly and severally with other persons, whether by or pursuant to instrument under seal or otherwise and whether or not the appointment or engagement endures beyond any lack of capacity of the principal;

- (p) to pay reasonable remuneration, bonuses, gratuities and retirement benefits, and to establish or contribute to superannuation schemes, for the benefit of persons employed or formerly employed by the Trustee under this Deed, including office holders and former office holders of a corporate Trustee;
- (q) to make all elections and give all notices under the Tax Act in relation to the Trust Fund;
- (r) in relation to any real property which is part of the Trust Fund:
 - (i) to carry out any construction or effect any repairs or improvements; and
 - (ii) to enter into any licence, lease or sublease;
- (s) to institute or defend any action or proceeding which affects the Trust Fund and to conduct the action or proceeding in any manner that the Trustee thinks fit, including by way of settlement;
- (t) to bring into being any corporation, trust or other entity, interests in which may become part of the Trust Fund and which may or may not acquire from the Trustee property which was formerly part of the Trust Fund;
- (u) to apply for, purchase and otherwise deal in patents, copyright, trade marks and other intellectual property rights and licences thereof;
- (v) to issue and deal in any way in promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- (w) to take, grant, vary, surrender, terminate or renew any form of option or pre-emption right to acquire or dispose of any property which is or may become part of the Trust Fund upon such terms as the Trustee thinks fit;
- (x) to take, grant, vary, surrender, terminate or renew any form of lease, including without limitation any finance, leveraged or operating lease, and any form of hire purchase agreement, and/or to act as bailor or bailee, in respect of any property which is or may become part of the Trust Fund upon such terms as the Trustee thinks fit;
- (y) to open and operate any account or accounts with any bank or financial institution;
- (z) to give effectual receipts and discharges for any Money or property received by the Trustee or otherwise relating to the Trust Fund;
- (aa) to pay all costs, charges and expenses incidental to the management of the Trust Fund or to the exercise of any power, authority or discretion or in carrying out or performing the trusts of this Deed that the Trustee considers appropriate;
- (bb) to pay all taxes, costs, charges and expenses in connection with the property which forms all or part of the Trust Fund or incidental to the management of the Trust Fund or to the exercise of any power, authority or discretion under this Deed, or which the Trustee may at any time incur in carrying out or performing the Trust in its capacity as Trustee or which may be payable by the Trust (treated as an entity);
- (cc) to acquire, maintain and deal in any way with policies of life insurance, insurance in respect of sickness, disability or accident in relation to any person, insurance in respect of Trust property or any other insurance;
- (dd) to receive property by testamentary or non-testamentary gift or under the provisions of any other trust or otherwise from any person as an addition to the Trust Fund, whether subject to liabilities or not;
- (ee) to mix any part of the Trust Fund including Income of the Trust and any moneys held from time to time by the Trustee pursuant to the trusts created by this Deed or any

other trust with other property, Income or moneys whether held by the Trustee under this Deed or not, and:

- (i) to apply or invest the moneys so mixed in any way in which the Trustee by law or by this Deed is empowered to apply to invest the Trust Fund; and
- (ii) to exercise all powers, authorities and discretions with respect to the mixed fund that the Trustee is authorised by this Deed or by law to exercise with respect to the Trust Fund;
- (ff) to enter into derivatives, interest rate swaps, foreign currency transactions and any other transactions or hedging arrangement of a similar nature;
- (gg) to enter into any other arrangements which, in the opinion of the Trustee, will assist in or be conducive to fulfilling the Purpose of the Trust; and
- (hh) to do all other things incidental to the exercise of the powers otherwise conferred on the Trustee under this deed.

16 Winding up of Trust

16.1 Winding up period and Termination Date

The Trust will terminate if so determined by the Trustee, on such date as determined by the Trustee in accordance with clause 10.6 (**Termination Date**).

16.2 Procedure on termination

If:

- (a) the Trust is terminated in accordance with clause 16.1; or
- (b) the Trust ceases to be endorsed as a Deductible Gift Recipient,

then the Trustee must:

- (c) pay out or otherwise discharge and satisfy all debts and liabilities in relation to the Trust;
- (d) distribute or otherwise deal with the Income of the Trust in any manner expressly provided by this Deed and any Income not so dealt with forms part of the Capital of the Trust;
- (e) distribute or otherwise deal with the Capital of the Trust in any manner expressly provided by this Deed; and
- (f) in the event of the whole or any part of the Trust Fund failing to be distributed under clauses 16.2(c) through to 16.2(e), the Trustees must give or transfer any surplus of the Trust Fund to one or more Eligible Charities in such proportions as shall be determined by the Trustees (with power to pay or transfer amounts or assets to any one or more Eligible Charities).
- (g) If the whole or part of the Trust Fund is to be transferred under clause 16.2(f), the Trustees must hold that whole or part on trust for the relevant Eligible Charity or Eligible Charities until such transfer is completed and the receipt of the treasurer, secretary), or other officer of the administrative body of such Eligible Charity is a sufficient discharge of the Trustees obligations under clause 16.2(f).

16.3 Distribution in specie

For the purposes of clause 16.2, the Trustee may distribute property comprised in the Trust Fund in specie in accordance with this Deed.

16.4 Financial statements

The Trustee must prepare financial statements as at the Termination Date which comply with clause 13.

17 Counterparts

This Trust Deed may be executed in counterpart, and the totality of those counterparts when considered together comprise a single Deed.

Executed as a deed

Signed and sealed by
Frank Ernest Sartor
in the presence of:

[signed] _____

[signed] _____
Witness

**Executed by Lifehouse at RPA ACN 1000 492
644** in accordance with section 127 of the
Corporations Act 2001:

[signed] _____
*Director/*Company Secretary

[signed] _____
Director

Name of *Director/*Company Secretary
(BLOCK LETTERS)
*please delete as appropriate

Name of Director
(BLOCK LETTERS)

This is a conformed copy of the Lifehouse Australia Trust which was created by trust deed executed on 15 May 2002, and subsequently amended by deeds dated on or about August 2005, 5 February 2009, 14 July 2011 and 16 August 2013.