

VICTORIA MARIE MILLS

(‘the Settlor’)

-and-

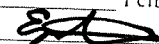
KOKATHA HOLDINGS PTY LTD

ACN 152 679 242

(‘Trustee’)

KOKATHA CHARITABLE TRUST

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KOKATHA CHARITABLE TRUST

DEED DATE: 14TH NOVEMBER 2014

PARTIES

1. **VICTORIA MARIE MILLS** of 37 Hurtle Square, Adelaide South Australia ('the Settlor')
2. **KOKATHA HOLDINGS PTY LTD** ACN 152 679 242 of 35 Flinders Terrace, Port Augusta SA 5700

WHEREAS the Settlor desires to establish a perpetual trust for charitable purpose and in furtherance of such desire has paid to the Trustee the sum of TEN DOLLARS (\$10.00).

NOW BY THIS DEED THERE IS CONSTITUTED a perpetual charitable trust to be known as the **KOKATHA CHARITABLE TRUST** or such other name as the Trustee may determine from time to time the income whereof will be employed in the manner hereafter appearing for the public charitable purposes hereafter appearing and which shall be governed and administered in accordance with the following clauses, namely:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed where the context so admits or requires the expression:

'accretion' includes bonus shares and any capital profits resulting or arising from the conversion or re-investment of a gift;

'Act' shall mean and include all Proclamations, Order-in-Council, instruments, regulations, rules, by-laws and Ordinances made thereunder;

'Charitable Objects' means the purposes and objects of the Trust set out in the Schedule;

'Corporations Act' means the Corporations Act 2001 (Cth);

'corporation' shall mean a body corporate howsoever constituted including a corporation within the meaning of the Corporations Act, an association society institution or body incorporated under the Association Incorporations Act 1985 and a corporation within the meaning of the Corporations (Aboriginal and Torres Strait Islander) Act 2006;

'Generally Accepted Accounting Principles' means:

- (a) accounting standards as defined by section 9 of the Corporations Act;
- (b) the requirements of the Corporations Act as to the preparation, form and content of annual financial statements required under section 295 of the

- Corporations Act (whether or not section 295 of the Corporations Act applies); and
- (c) those generally accepted accounting principles and practices which are applied consistently in Australia in the preparation of financial statements, other than those which are inconsistent with the standards and requirements referred to in paragraph (a) and (b) of this definition;

'gift' includes the subject matter of a gift to the Trust and any accretions to that gift and the money investments and property for the time being representing the same and the income thereof respectively and applies to the residue of a gift out of which a payment or application of capital or income has been made by the Trustee;

'income' includes:

- (a) items that are income according to ordinary concepts;
- (b) items assessable within the meaning of the Tax Act; or
- (c) a net capital gain under the provisions of the Tax Act (notwithstanding that the amount is capital);

'month' and 'year' mean calendar periods;

'person' includes a corporation;

'Tax Act' means the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 as applicable and as amended;

'Trust' means the Trust hereby constituted subject to such variations as are hereby authorised and where applicable includes the Trust Fund and the public charitable purpose herein expressed and the means of achieving those charitable purposes as set out as authorised by this Deed;

'Trustee Act' means The Trustee Act 1936 of the State of South Australia as amended from time to time;

'Trustee' means the Trustee or Trustees of the Trust for the time being;

'Trust Fund' means the aforementioned sum paid or to be paid by the Settlor to the Trustee and such other moneys and property (either real or personal) as shall hereafter be given transferred vested devised or bequeathed from time to time to the Trust by any persons and any investments or other property into which the said sum or such money or property may be converted and accretions thereto and all if any accumulations of income of the Trust Fund lawfully made.

- 1.2 Except to the extent that such interpretation should be excluded by or repugnant to the context:

Words importing the singular number included the plural number and vice versa;

Words importing any gender shall include the other gender except where such would not be considered consistent with Kokatha laws and customs;

All references to statutes shall also refer to statutes amending modifying or re-enacting or replacing the statutes referred to;

References herein to 'this Deed' include this Deed as lawfully amended or altered from time to time.

2. PURPOSES AND APPLICATION OF THE TRUST FUND

2.1 The Trustee shall hold the Trust Fund in perpetuity and subject to this Deed shall pay or apply such part or parts or the whole of the Trust Fund and the income thereof (including any income which may be derived by the Trust as a beneficiary of or which may be allocated to the Trust by the Trustee of any other trust or trust fund whether now in existence or hereafter or to be established) in Australia for the Charitable Objects as the Trustee in its absolute discretion thinks fit **PROVIDED ALWAYS:**

- (1) subject to the express provisions of this Deed no application shall be made of the Trust Fund for any purpose which is not a public charitable purpose;
- (2) subject to any laws limiting the accumulation of moneys by a trustee, the Trustee may accumulate such part of the income of the Trust Fund as the Trustee may from time to time think fit and shall hold such accumulation as part of the Trust Fund and may thereafter pay or apply such accumulations as the Trustee considers appropriate for the Charitable Objects or may use such accumulation to acquire investments hereby authorised for the purpose of enabling the Trust Fund to generate income for the purposes of the Charitable Objects or to meet the obligations and liabilities of the Trust Fund;
- (3) notwithstanding anything hereinbefore contained the Trustee shall have power in its absolute discretion to accept any money or other assets which may hereafter be transferred to it as such Trustee and to hold the same **UPON TRUST** for the Charitable Objects or such particular Charitable Object or Objects as the transferor may at the time of such transfer specify in writing and the Trustee may agree.

2.2 If the Trustee so chooses at any time and from time to time the Trustee may:

- (1) treat any profit, gain or receipt (including one that may be considered to be capital) which is assessable income for the purposes of the Tax Act as net income of the Trust Fund;
- (2) treat any expenditure, payment or loss which is an allowable deduction for the purposes of the Tax Act as expenditure against the net income of the Trust Fund; or

- (3) distinguish between income of a particular nature or character or from a particular source as defined or referred to in the Tax Act and deal with income of a particular nature or character or from a particular source in one manner and income of any other nature and character or from any other source in a different manner.

3. CHARITABLE OBJECTS

- (1) The Trustee may in its absolute discretion permit the Trust Fund to be held as such or invested, or sell call in or convert the same or any part thereof into money and shall at its like discretion invest the money arising thereby and all cash requiring investment in the name or under the control of the Trustee in any of the investments authorised herein and with full power from time to time at such discretion as aforesaid to vary and exchange the same for others of a like nature;
- (2) The Trustee shall be responsible for carrying out and promoting the Charitable Objects and for the conduct of the Trust and for the management of the Trust Fund in such a manner as the Trustee shall in its absolute discretion think appropriate but subject always to the provision of this Deed;
- (3) Without prejudice to the generality of the discretions conferred upon the Trustee by the sub-clauses of this Clause it shall be lawful for the Trustee in exercise of such discretion to pay or transfer income or capital (as the case may be) to any other charitable company institution trust or body having objects similar to or including all or some one or more of the Charitable Objects [and the Trustee shall be entitled to covenant to make annual payments to any other such company institution trust or body if it shall think so fit];
- (4) Without prejudice to the generality of the discretions conferred upon the Trustee by the sub-clauses of this Clause the Trustee may by scheme made in writing by it constitute a new charitable company institution trust or body for any of the Charitable Objects and pay or transfer income or capital to such charitable company institution trust or body and such scheme may include any provision which can lawfully be included in a charitable scheme and in particular may include provisions for extending the power of investment beyond trustee securities, for the holding of investments in the name of a nominee and for the remuneration of any such nominees or of any corporate or professional trustee of such scheme and may constitute as trustee of any such scheme any person or body corporate whether or not including the Trustee itself;
- (5) Generally the Trustee may co-operate with or contribute to any charitable company, institution, trust or body of the type referred to in sub-clauses (3) or (4) of this Clause 3;
- (6) **PROVIDED THAT** any reference in this Clause 3 to a charitable company, institution, trust or body is a reference to one whose purposes are charitable within the legal meaning of the word 'charitable'.

4. **DISTRIBUTION OF ASSETS**

In the event of the Trust being wound up or its endorsement as a deductible gift recipient under the Tax Act is revoked, any money and property remaining after the payment of the Trust's liabilities shall be transferred to another organisation in Australia established for similar purposes to that of the Trust that is a deductible gift recipient under the Tax Act.

5. **APPOINTMENT AND REMOVAL OF TRUSTEES**

- 5.1 The provisions herein contained as to the appointment of a new Trustee and the discharge and retirement of Trustees shall apply by way of extension to and not in substitution for the powers of appointment conferred upon trustees by the Trustee Act.
- 5.2 A body corporate may be sole Trustee of the Trust but if there is no corporate Trustee the number for Trustees shall be no less than two nor more than five.
- 5.3 The first Trustee and all succeeding Trustees shall hold office until they die or resign [or are removed] pursuant to the provisions of this Clause.
- 5.4 Any Trustee may retire upon giving at least two months notice in writing of the intention of the Trustee to do so to the other Trustee for the time being and upon the expiration of such notice the Trustee giving the notice shall cease to be a trustee hereof and shall be discharged from the trusts hereof PROVIDED ALWAYS:
- (1) that in the event that the number of Trustees (not being or including a corporation) falls below two in number the person remaining in office shall not act in the affairs of the Trust until such time as the number for Trustees in office is increased to a minimum of two individuals;
 - (2) that nothing in this Clause shall prevent the appointment of Trustees incorporated and resident in any part of the world in respect of the Trust Fund in whole or in part;
 - (3) any corporate Trustee retiring who is the sole Trustee shall have the power to appoint a replacement corporation as a sole Trustee or two or more individuals as Trustees subject to that replacement Trustee or those replacement Trustees entering into a deed agreeing to abide by the terms of this Deed; and
 - (4) the right to appoint a trustee may be exercised by the Trustee or by the legal personal representative of the last surviving Trustee.

6. **PROCEEDINGS OF TRUSTEES**

- 6.1 In the event that there are a number of individuals that comprise the Trustee then the following procedures and rules shall be applicable to and be observed in the administration of the Trust:
- (1) the Trustees shall meet at least four times in each calendar year and shall hold such further meetings as may from time to time seem necessary or desirable;

- (2) the meeting of the Trustees shall be held in such place as may from time to time be determined upon by the Trustees;
- (3) any Trustee may at any time call a meeting of the Trustees;
- (4) at any meeting of the Trustees one half of the number of Trustees appointed shall form a quorum;
- (5) decisions of the Trustees need not be unanimous but shall be by a majority of those Trustees present and voting at any meeting;
- (6) at each meeting of the Trustees a Chairman shall be appointed and in the case an equality of votes he shall have a second vote;
- (7) any resolution of the Trustees may at any time be rescinded or varied;
- (8) the Trustees shall keep a minute book in which shall be recorded the proceedings of the Trustees and if such minutes are confirmed they shall be signed by the Chairman of the Trustees or of the meeting at which they are confirmed.

6.2 If a corporation is the sole Trustee of the Trust the procedures and rules outlined in Clause 6.1 shall be observed by the company and shall be applicable to meetings of its Board of Directors as though the Directors were the Trustees referred to in Clause 6.1 save and except that, at any meeting of the Directors of such corporation, one half of the number of Directors appointed shall form a quorum.

7. DELEGATION OF POWERS AND MANAGEMENT

- 7.1 The Trustees may at any time delegate any of their duties or powers to a subcommittee consisting of such Trustee or Trustees as the Trustee may think fit.
- 7.2 The Trustee may at any time appoint or make provision for the appointment of any persons who in the opinion of the Trustee are likely to be of assistance to it in the administration of the Trust as an advisory Committee to advise the Trustee from time to time on what basis, in what manner and to whom the income of the Trust or any part thereof shall be paid and on such other matters as the Trustee may think fit and the Trustee may pay reasonable remuneration to the members of such Committee and may prescribe rules for the meetings of the Committee but shall not be bound to accept the Committee's advice.
- 7.3 The Trustee may from time to time appoint any person or persons to be the attorney or attorneys agent or agents of the Trustee to exercise on behalf of the Trustee in any place such of the trust powers and discretions hereby given to or conferred upon the Trustee as it thinks fit and the Trustee shall not be liable or answerable for the acts or defaults of such attorney or attorneys agent or agents.

7.4 In connection with the carrying out of all or any of the trusts and powers herein contained the Trustee may hire engage or employ and avail itself of the services of professionally qualified persons and specialists (including stockbrokers bankers accountants barristers solicitors architects and surveyors) and managers secretaries clerks or other persons as in its absolute discretion it may think fit and may remunerate them out of the capital or income of the Trust and in particular the Trustee may employ and remunerate any member of the Board or Directors of a corporate Trustee or any member of a corporate Trustee or a corporate Trustee or any firm in which any Trustee or member of a corporate Trustee or its Board of Directors is a partner and may remunerate him as though he were not a Trustee or member as aforesaid.

8. REMUNERATION OF THE TRUSTEE

8.1 Nothing herein shall prevent the payment in good faith of remuneration to any officer, servant or shareholder of the Trustee in return for any services actually rendered to the Trustee or reasonable and proper rental for any premises leased to the Trustee.

8.2 The Trustee shall out of the income of the Trust Fund in the first place pay and reimburse itself for all costs and expenses of or incidental to the management of the Trust Fund or the execution of any of the trusts or powers expressed or implied herein including the cost of incorporation of any corporate Trustee and the remuneration of the Trustee in accordance with Clause 8.1.

8.3 Each Trustee may receive such reasonable amount for its trouble and services as Trustee, as shall be determined from time to time by the Trustee, **PROVIDED THAT:**

- (1) if the Settlor is a Trustee he shall not be entitled to receive any amount aforesaid; and
- (2) if the Settlor is a Director of a corporate Trustee he shall not receive any fee or remuneration derived from the remuneration aforesaid.

9. POWERS OF THE TRUSTEE

In the exclusive furtherance of the Charitable Objects the Trustee shall have all the powers of an absolute beneficial owner of the Trust Fund together with full powers to do all such acts and things as may be necessary or proper for such furtherance and its powers shall not be restricted by any principle of construction but shall operate (subject always to the provisions of this Deed) according to the widest generality of which the foregoing words are capable and in particular (but without prejudice to the generality of the foregoing powers) the Trustee shall have for such furtherance the powers following, which are given in addition to and not in derogation of all the powers by law or equity vested in trustees namely the power to:

- (1) adopt and be bound by the provisions of any contract or arrangements made by other persons or corporations for the performance of any of the purposes of the Trust and may pay such sum as seems reasonable to the Trustee in order to secure the rights to use any of the papers, studies, drawings, list, applications or intellectual property

developed or acquired by such other person or corporation in relation to such contracts or arrangements;

- (2) purchase lease acquire create donate or provide property of all kinds whether real or personal and including securities debts deposits and choses in action of every description;
- (3) pay or apply any income of the Trust at any time or times or hold and carry forward the same for subsequent payment or application otherwise than in the year of its receipt;
- (4) at any time and from time to time sell exchange realise call in covert or otherwise deal dispose or partition any real or personal property comprising or forming part of the Trust Fund or any part thereof or any interest therein as fully as if it were the absolute owner thereof;
- (5) advance and lend moneys to and to borrow and raise moneys from and to secure by mortgage bill of sale lien of charge fixed or floating legal quotable or otherwise the payment of money to any persons firms companies corporations governmental or municipal bodies upon such terms with or without security or interest as the Trustee shall deem fit and the Trustee is hereby expressly empowered to join with any company or natural person in executing any mortgage or other document for the purpose of securing the payment of money to the Trustee jointly with any company or natural person and if the Trustee is a company and give to and execute a registered floating charge over all the property (both present and future) of the company and the property (both present and future) of the Trust Fund held by it as Trustee and to give and execute any other charge or security registrable under the Companies Act and the Trustee may borrow or raise moneys to be used in deriving income or gain in augmentation of the Trust Fund notwithstanding that the Trust Fund may already be wholly invested or applied or that the moneys to be borrowed or raised may exceed the sum or value of the Trust Fund and no tender shall be concerned to inquire as to whether the necessity for any such borrowings has arisen or as to the purpose for which it is required or as to the application of the money borrowed. Without limiting the generality of the foregoing, the Trustee shall have the power to borrow and raise moneys by way of offshore loans outside the ordinary jurisdiction and in a currency other than Australian;
- (6) take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the Trust Fund, in the shape of donations, annual subscriptions or otherwise;
- (7) take any gift of property whether subject to any special trust or not, for any one or more of the Charitable Objects PROVIDED THAT in case the Trustee shall take hold any property which may be the subject of any trusts the Trustee shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (8) invest or apply the Trust Fund in the purchase or by way of contribution to the purchase of or at interest upon the security of such stocks funds shares securities or other investments or property of whatsoever nature and whatsoever situate and

whether involving liability or not and whether producing income or not or upon such personal credit with or without security and whether or not subject to payment of interest as the Trustee shall in its absolute discretion think fit including (but without prejudice to the generality of the foregoing) in effecting, maintaining, exchanging, converting, surrendering or otherwise dealing with any policy or policies of insurance or assurance whatsoever to the intent that the Trustee shall have the same full and unrestricted powers of investing and transposing investments and laying out money in all respects as if it was absolutely entitled thereto beneficially together with power to invest the moneys of the Trust not immediately required for its purposes in or upon such investments securities or policies as the Trustee shall determine.

- (9) permit any moneys, bonds, certificates or other securities for money (whether in the case of such securities they are to bearer or transferable by delivery only) or documents of title to property real or personal for the time being subject to the trusts hereof, to be and remain deposited with any bank, finance company, trust, company or other institution and to permit any investment s securities or other real or personal property which or any share or interest wherein shall be for the time being subject to the trusts hereof to be and remain invested in the name of nominees in the name of Trustees upon such terms as to remuneration and in all other respects as the Trustee shall in its absolute discretion thin proper with power to permit any such banks, finance companies or other institutions or such nominees to manage the property so deposited or the property so invested.
- (10) discharge any liabilities affecting leasehold or other property of a wasting or onerous nature.
- (11) either vest any land which may be acquired for any of the purposes of the Deed (including its enjoyment in kind) in any person as a trustee upon trust for sale with power to postpone sale or to direct that such land be held by such person or persons and in such manner as the Trustee may think fit.
- (12) occupy or use or permit to be occupied or used for the purpose of the trusts hereof the whole or any part of any property which is comprised in the Trust Fund and in the case of occupation or use otherwise than by the Trustee to permit such occupation for such period or periods and either free or in consideration of such rent or other payment and generally upon such terms and conditions and subject to such stipulations and provisions as the Trustee in its absolute discretion shall determine.
- (13) insure against loss or damage by fire or from any other risk any property for the time being comprised in the Trust Fund to any amount and to pay the premiums for such insurance out of the income or capital of the Trust Fund or the property itself and any money received by the Trustee under such a policy shall be treated as if it were the proceeds of sale of the property insured.
- (14) act as trustee and to undertake and execute any charitable trusts which may lawfully be undertaken by the Trustee to further the Charitable Objects and to perform any services in connection with the Charitable Objects gratuitously or otherwise.

- (15) institute and defend proceedings at law or in equity and to proceed to the final determination thereof or compromise the same as the Trustee shall consider advisable.
- (16) time to time cause to be incorporated any company in such a manner that the same shall be established for exclusively Charitable Objects and the purposes either general or particular and to pay or transfer to any such company all or any part or parts of or any asset comprised in the Trust Fund and in such event the receipt of such company shall be a full discharge to the Trustee.
- (17) from time to time to discharge any debt or debts of any company established pursuant to the last foregoing power or to undertake with any such company to discharge the same or to assume or undertake jointly or severally with any such company liability or other debt or debts thereof whether by way of guarantee indemnity or otherwise and generally upon such terms as to limit of liability, terms of payment or otherwise as the Trustee in its absolute discretion thinks fit and to give security in respect whereof by mortgaging or charging in any manner the Trust Fund or any part or parts thereof of any asset comprised therein.
- (18) enter into any arrangement with any Government or authority, (Federal State, territory, municipal, local or otherwise) or with a charitable company, institution, trust or body that may be conducive to the Charitable Objects or any of them and to obtain from any such Government or authority, charitable company, institution, trust or body any rights, privileges and concessions which the Trustee may think desirable to obtain and to carry out, exercise and comply with such arrangements, rights, privileges and concessions.
- (19) invest the Trust Fund or any part thereof in any manner or engage in any dealings or transactions which it shall in its absolute discretion determine notwithstanding that the same may not be authorised by law for the investment of trust funds including and without restricting the generality of the foregoing powers of investment in shares stock bonds debentures debenture stock mortgages or deposits or in purchasing or improving any land or property or any interest in land or property and vary and transpose any such investment from time to time;
- (20) pay all expenses and outgoings which may be incurred by it in relation to the Trust Fund and the execution of the trusts hereof;
- (21) demise or let any property forming part of the Trust Fund for such terms at such rent and with or without taking a premium fine or foregift and subject to such provisions as to the Trustee shall appear desirable;
- (22) accept surrenders of lease upon such terms and subject to such conditions as to the Trustee shall appear desirable;
- (23) appoint and remove or suspend and pay such officers clerks servants or agents as it may from time to time deem desirable and determine their duties and powers and fix their salaries and remuneration and (if considered necessary) require security if such amount as it deems fit for the proper and efficient discharge of such duties;

- (24) improve repair maintain manage use or demolish any real or personal property forming part of the Trust Fund and insure the same against loss or damage by fire or such other risks the Trustee thinks fit and discharge out of income or capital all outgoings properly payable in respect of the property without prejudice to the right of the Trustee to make it a condition of letting any person into the possession of the property (whether as tenant at will or otherwise) that such person shall pay and discharge all or any such property and grant or acquire easements or other rights and generally deal with such land or join in dealings with the same as if beneficially entitled thereto and without being responsible for any loss;
- (25) exercise all rights privileges and perform all duties appertaining to any share for the time being subject to the Trusts of this Trust Deed with liberty to assent to any arrangements modifying those rights and privileges or duties or providing for the listing of those shares on a Stock Exchange and agree to any scheme or arrangements for the reconstructions or the increase or reduction of the capital of any company and for such purpose deposit surrender or exchange any of those or the title thereto and pay any calls or contributions or other necessary expenses in connection with those shares or any arrangement as aforesaid;
- (26) in its absolute discretion as if the Trustee were acting on its own behalf solely or jointly with any other person company corporation or association to open bank accounts of every description upon such terms and conditions as the Trustee shall think fit and to conduct and operate such accounts in such manner as the Trustee shall think fit including without limiting the effect thereof the power to operate any such account on overdraft and to agree to the Bank debiting any such account with interest costs charges expenses and liabilities incurred by the bank at any time or from time to time on behalf of the Trustee and in addition to any other power herein contained to borrow or raise or secure the payment of money in such manner as the Trustee shall think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Trustee in any way with such bank;
- (27) carry on any business which the Trustee may in its absolute discretion think fit either alone or in association with any other person, corporation or trust or in partnership including (without restricting the generality thereof) associations or partnerships with the Trustee either in its own right or in its capacity as Trustee or in any other capacity or with a company or companies in which the Trustee is directly or indirectly interested either in its own right or in its capacity as Trustee or in any other capacity and for such purpose to retain and employ the whole or any part of the Trust Fund and also to advance for the purposes of the same such further moneys forming part of the Trust Fund as the Trustee shall think proper and to expend any moneys forming part of the Trust Fund in managing and carrying on the same including the purchase and acquisition of any real or personal property and if the Trustee considers necessary in the course of such management or carrying on the same to borrow money or mortgage and give security over any property forming part of the assets of such venture with priority (if the Trustee thinks fit) over any charge hereby created and generally to act in all matters relating to the said venture as if the Trustee were beneficially entitled thereto AND IT IS FURTHER PROVIDED that if an associate or partner of any such venture shall be engaged therein at the time of his death the Trustee may carry on that

venture in association or partnership with the estate of the deceased associate or partner for so long as the Trustee and/or the legal personal representatives of the deceased associate or partner think fit AND IT IS FURTHER PROVIDED that the Trustee may employ in any such venture as manager, overseer, workman or other necessary employee any of the persons mentioned above or their associates in the absolute discretion of the Trustee; and

- (28) do such other lawful acts and things as are in its opinion incidental to or conducive to the attainment of the general purposes of the Trust.

Each of the said powers shall be independent and shall not be limited or restricted by reference or inference from the terms of any of the other powers specified in this Deed.

10. TRUSTEE MAY ACT NOTWITHSTANDING PERSONAL INTEREST

10.1 The Trustee may exercise or concur in exercising all of the powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that the Trustee (whether or not a company) or any person being an officer or member of Trustee (being a corporation) has or may have a direct or personal interest (whether as trustee or any other settlement or in his personal capacity or as a director or shareholder of any company or otherwise) in the mode or result of exercising such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.

10.2 No person dealing with the Trustee shall be concerned to enquire as to the adequacy of the powers of the Trustee in relation to such dealings or as to the proper exercise by the Trustee of any of the powers authorities or discretions vested in the Trustee by the provisions of this Deed or as to the propriety or regularity of any transaction affecting the Trust Fund or any of the assets thereof or to see the application of any moneys paid to the Trustee or paid as directed by the Trustee and in the absence of fraud on the part of any such person dealing with the Trust such dealing shall be deemed so far as regards the safety and protection of such persons to be within the powers of the Trustee and to be valid and effectual accordingly and the receipt of the Trustee or any person or body corporate directed to be paid by the Trustee of any moneys shall effectually discharge any such person dealing with the Trustee from any liability in respect thereof. In this clause the expression 'the Trustee' shall also include any person to whom the powers, authorities and discretions or any of them of the Trustee shall have been delegated from time to time.

11. GIFTS

Notwithstanding anything else contained in this Deed the Trustee may retain in its original form any gifts to the Trust without selling or converting the same into money and the Trustee may invest any gifts or any parts thereof in a common fund or aggregate any gifts or parts thereof for investment and shall have plenary power of allocating among any gifts (or parts thereof) so invested any accretions to or income of that investment.

12. **RULES**

For the purpose of applying the capital and income of the Trust for the Trusts and purposes hereinbefore mentioned the Trustee shall have power to formulate any scheme or schemes for the distribution of the capital and income of the Trust and may prescribe and publish such rules and regulations in connection with the administration operation and distribution thereof and as to the meetings of the Trustee and of any sub-Committee and of any advisory Committee (if applicable) the method of convening the same and the conduct of their business as the Trustee may consider proper providing always that such rules are consistent herewith and are permitted by law and such rules and regulations shall be binding on the persons affected thereby and the Trustee may from time to time revoke add to amend or alter such scheme rules and regulations and formulate another or others in lieu thereof.

13. **ACCOUNTS**

The Trustee shall keep or cause to be kept:

- (1) books and accounts in relation to all the activities of the Trust Funds in accordance with Generally Accepted Accounting Principles; and
- (2) all receipts and payments assets and liabilities of the Trust Fund and of all other matters necessary to show the financial position of the Trust;

And at the expense of the Trust the Trustees may from time to time in its absolute discretion cause the accounts to be audited by a qualified accountant appointed in that behalf by the Trustees.

14. **LIABILITY OF TRUSTEE**

14.1 The Trustee shall only be liable for its own wilful default in the performance of the Trusts hereof and shall not be liable for any mere neglect or unwitting breach of trust or any involuntary loss.

14.2 In particular and without restricting the generality of the foregoing:

- (1) no Trustee shall be liable by reason simply of any breach of trust committed by a co-Trustee and each Trustee shall be chargeable only in respect of such moneys as he or it shall actually receive; and
- (2) the Trustee shall not be liable for any loss occasioned by the default of its officers servants or employees or any person rendering services in connections with the Trust nor for any default of its own other than wilful default nor for any involuntary loss or loss occasioned by the failure to insure or maintain any insurance nor for any loss accruing from a loss in value of any property comprising part of the trust or in which the Trust is invested.

14.3 The Trustee, if acting in good faith shall be entitled to be indemnified out of the Trust Fund in respect of all liabilities incurred in the performance of or relating to the execution or attempted execution of any powers, duties, authorities or discretions

invested in the Trustee under the provisions of this Deed and in respect of all actions proceedings costs claims and demands relating to any matter or thing done or omitted to be done concerning the Trust Fund.

15. AMENDMENT OF THIS DEED

15.1 It shall be lawful for the Trustee at any time or times by deed or deeds to:

- (1) vary or extend the provisions of this Deed and generally to declare new or further charitable trusts affecting the Trust Fund to further the Charitable Objects PROVIDED THAT no alteration shall be made which would cause the Trust to cease to be a charity according to the laws of the State of South Australia and the Commonwealth of Australia and PROVIDED FURTHER THAT the Trustee shall be expressly empowered to modify or vary the trusts and powers hereby declared if and insofar as the same may be required for the purpose of obtaining exemption for the income of the Trust Fund pursuant to sub section 50.5 of the Income Tax Assessment Act 1997, as amended from time to time or of any Act repealing or replacing the same;
- (2) if at any time hereinafter it shall appear to the Trustee that either by reason of change in the law affecting the administration of charities or trusts or of changes in social or political conditions or by reason of defect or omission in the provisions of this Deed or for the more effectual execution of the Charitable Objects, the Trustee should possess or be invested with any further or other administrative powers which the Trustee does not or may not possess it shall be lawful for the Trustee by deed or deeds or supplement or alter or amend the provisions of this Deed to such extent (but to such extent only) as may in its opinion be requisite for the purpose of conferring on the Trustee such further or other administrative powers PROVIDED THAT nothing in this Clause shall authorise or be deemed to authorise any departure from or modification of the trusts declared by Clause 2 hereof;
- (3) to terminate any of the trusts or to revoke or terminate all of the trusts of this Deed and to pay or apply the whole of the Trust Fund then remaining to or for the benefit of any Charitable Objects.

15.2 The Trustee must notify the Commissioner of Taxation or any other person or body designated by law from time to time for the purpose of registering or approving of charities, charitable bodies or charitable trusts of any revocation addition alteration or amendment of the provisions of this Deed.

16. SEVERANCE

If it is held by a Court of competent jurisdiction that any part of this trust deed is void voidable illegal or unenforceable or this Trust Deed would be void voidable illegal or unenforceable unless any part of this Trust Deed was severed therefrom that part shall be severable from and shall not affect the continued operation of the rest of the Trust Deed.

17. **GOVERNING LAW**

This Trust is to be governed by and constituted in accordance with the laws of the State of South Australia.

18. **USE OF ASSETS AND INCOME**

The assets and income of the Trust shall be applied solely in furtherance of its above-mentioned objects and no portion shall be distributed directly or indirectly to the Trustee or any of its members or directors except as bona fide compensation for services rendered or expenses incurred on behalf of the Trust [or otherwise as may be permitted in pursuit of its Charitable Objects].

SCHEDULE

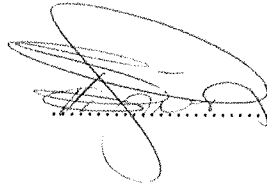
Charitable Objects

The purpose for which the Trust is established are:

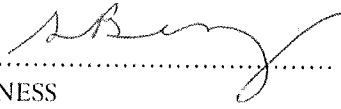
- (1) The relief of poverty, misfortune, sickness, destitution, disadvantage, distress, dispossession, and suffering among all Aboriginal People who, accordingly to their traditional laws and customs identify as Kokatha people and who have or assert heritage rights and interests in the agreement area that is the subject of the Cultana Expansion Area Indigenous Land Use Agreement National Native Title Tribunal file no. SI2013/001 registered on 28 June 2013 ('Kokatha People').
- (2) To promote, encourage, preserve and develop the knowledge, understanding, appreciation and enjoyment of the tradition, culture, heritage and environment of the Kokatha People;
- (3) To promote and advance cultural heritage teaching of the Kokatha People and to fund the participation of the Kokatha People in traditional ceremonial activities;
- (3) To assist the Kokatha People to meet the cost of traditional and non-traditional funeral expenses;
- (4) To assist the Kokatha People with the advancement of their primary, secondary and tertiary education and it may include the provision of educational and sporting scholarships which provide a reasonable living allowance as well as the payment of fees, books and associated educational expenses;
- (5) To assist the Kokatha People to undertake vocational training and to participate in regional employment schemes, which may be of benefit to the Kokatha People in seeking employment;
- (6) To assist the Kokatha People with housing and transport;
- (7) To assist the Kokatha People in relation to matters that arising in respect of native title, traditional law, custom and culture including the resolution of their native title claims;
- (8) To meet such other objects as are appropriate to advance the health, education and welfare of the Kokatha People.

EXECUTED AS A DEED on 14TH NOVEMBER 2014

SIGNED SEALED AND DELIVERED
by the said **VICTORIA MARIE MILLS**
in the presence of:

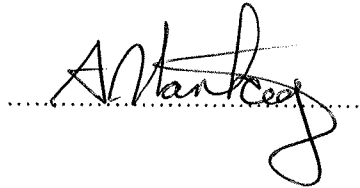


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WITNESS

SIGNED SEALED AND DELIVERED
by **KOKATHA HOLDINGS PTY LTD**
ACN 152 679 242 in accordance with
Section 127(1) of the Corporations Act:



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WITNESS