

DATED

1991

Merriwa Shire Clerk
(Trustee)

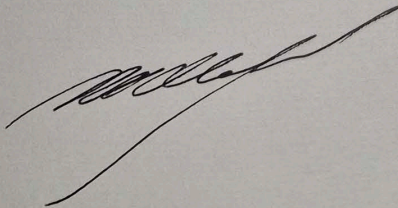
AND

Merriwa Shire Council
(Settlor)

DEED OF SETTLEMENT

MERRIWA AGED HOSTEL TRUST

FITZGERALD, WHITE, TALBOT & CO.,
Solicitors,
57 Brook Street,
MUSWELLBROOK. N.S.W. 2333
Telephone: (065) 432822
Facsimile: (065) 433607
asw\SAFE\Merriwa.TRU

A handwritten signature in dark ink, appearing to be 'M. J. ...', is written over the typed name of the solicitors.

THIS DEED OF SETTLEMENT is made on the day specified Part One of the Schedule hereto

BETWEEN the Council named and described in the Schedule as the Settlor of the one part

AND the person or Company named and described in the Schedule as the Trustee of the other part

WHEREAS:

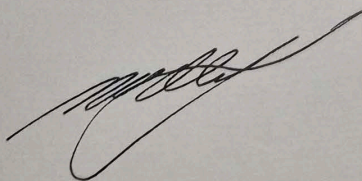
- A. The Settlor is desirous of settling a fund to be applied for the benefit of the charitable Objects hereinafter described and to create the trusts hereinafter mentioned.
- B. The Settlor has prior to the execution hereof paid to the Trustee the sum mentioned in the Schedule hereto as the Settlement Sum.

NOW THIS DEED WITNESSETH that the Settlor hereby declares and directs that the Trustee shall and the Trustee hereby admits and declares that it will henceforth hold the Settlement Sum and all other moneys and property paid or transferred to vested in and accepted by the Trustee as additional to the Settlement Sum and the monies and investments of the time being representing the same and any accretions or additions thereto all of which are hereinafter referred to as the Trust Fund to be known by the name specified in the Schedule upon the trusts hereinafter declared.

1. Definitions

- 1.1 In this Deed except where the context otherwise requires the following words have the following respective meanings:

"Income"	<u>means</u>	any profit made in the conduct of the Trust which represents a profit taken into account for the purposes of the calculation of the net income of the Trust.
"Objects"	<u>means</u>	those objects of the Trust specified in part 6 of the Schedule
"Settlor"	<u>means</u>	the person referred to in the Schedule as the Settlor.
"Schedule"	<u>means</u>	the Schedule hereto containing particulars of the Trust.
"Settlement Sum"	<u>means</u>	the amount referred to as such as set out in the Schedule.
"Trust Fund"	<u>means</u>	all the money and property held on this trust from time to time by the Trustee pursuant to the terms hereof.



"Trustee"means

the Trustee or Trustees for the time being of this settlement the first Trustee being the person or company referred to in the Schedule.

1.2 In this Deed unless the contrary intention appears:

- (a) a reference to a Clause or Schedule is a reference to a clause of or schedule to this Deed and a reference to this Deed includes a recital or Schedule;
- (b) a reference to this Deed or another instrument is a reference to this Deed or that other instrument as amended, varied novated or substituted from time to time;
- (c) a reference to a statute ordinance code or other law includes regulations and other instruments under them and consolidations amendments reenactments or replacements of them;
- (d) a word importing the singular includes the plural and vice versa a word importing a gender includes each other gender and a reference to a person includes an individual firm body corporate association (whether incorporated or not) government governmental semi-governmental or local authority or agency.

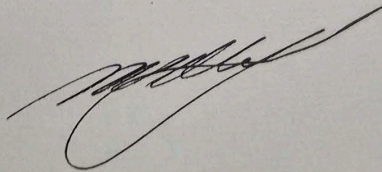
2. Income of the Trust Fund

2.1 The Trustee may in its sole discretion pay or apply the whole or any part of the Trust Fund for or in pursuance of the Objects.

2.2 In respect of any Income of the Trust Fund not applied or paid by the Trustee pursuant to the provisions of Clause 2.1 hereof the Trustee shall stand possessed of such Income and may in its absolute discretion accumulate such Income throughout the fiscal year of receipt thereof and at the expiration of such year convert the same to capital and the same shall become capital and be part of the Trust Fund and subject to the provisions hereof.

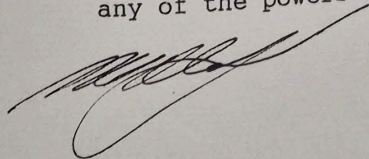
3. Objects of this trust

The trustee shall not apply the Trust Fund or any part thereof in any manner other than in accordance with the Objects of this trust and subject to the provisions of the Local Government Act to the extent that they apply to the conduct of activities of this trust.



General Powers of Trustee

4. The Trustee is expressly empowered to acquire, hold dispose of or otherwise deal in or with any investments authorised by this Deed or by law and to conduct any business of any description in or at any place whatsoever whether alone or in conjunction or in partnership with any other person which in the opinion of the Trustee is capable of providing any benefit to the Trust Fund in accordance with the Objects.
- 4.1
- 4.2 Without limiting the generality of clause 4.1 but at all times subject to the provisions of clause 3 hereof the following additional or particular powers are expressly conferred upon the Trustee namely:
- (a) to accumulate monies by way of appeal to the public, subscription or such other manner as the Trustee shall determine to be appropriate subject to compliance with the provisions of the Charitable Collections Act or any other relevant legislation;
 - (b) to locate survey and design land for development of all kinds and to develop and improve the resources of any land for the Objects;
 - (c) to undertake the development or improvement of any kind of produce of the soil and to prepare treat and render marketable any such produce or any commodity derived therefrom or any by-product thereof and to dispose of and deal in such product commodity or by-product in its natural prepared or manufactured state and whether by wholesale or retail;
 - (d) to acquire and dispose of and to borrow and lend on the security of mortgage or charge over and otherwise to deal in interests in real property of any tenure whether improved or unimproved and wheresoever situate;
 - (e) to lease all or any part of any real or personal property for the time being subject of this trust to any person upon such terms and conditions for such rent as the Trustee shall in its absolute discretion think fit having regard to the Objects and to make allowances to and with tenants and others and to accept surrender and waive breaches of covenants and determine tenancies and to raise out of any capital or income in its hands any sum from time to time received and in its opinion properly payable thereout for the exercise of any of the powers and discretions herein



contained and generally to deal with the said real or personal property in the proper and due course of management as if beneficially entitled thereto;

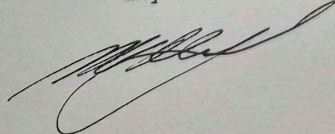
(f) to take on lease any real or personal property for any period upon such terms and conditions and for such rent and at such premium as the Trustee shall in its absolute discretion think fit and to surrender leases and to raise out of any capital or income in its hand any sum from time to time required and in its opinion properly payable thereout for the purposes of such lease including (without limitation) for the business of managing and sub-letting the said property or any part thereof;

(g) to raise by appeal to the public by any means deemed appropriate by the Trustee subject to the provisions of the relevant legislation or borrow money for any purpose which the Trustee may think proper for the benefit of the Trust Fund from any person (including the Trustee) or company either bearing or free of interest and with or without security or on the guarantee of any person or company and to secure the repayment of money so borrowed and any interest thereon by mortgage or charge over any of the assets of the Trust Fund or with or without giving any other form of security or acknowledgement and to apply such money for any of the purposes for which either the income or the capital of the Trust Fund is for the time being applicable hereunder including the investment of such money in any manner and no lender shall be concerned to enquire to as whether the necessity for any such borrowing has arisen or as to the purpose for which it is required or as to the application of the money borrowed;

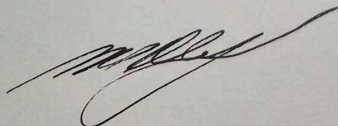
(h) to invest money in accordance with the provisions of Section 201 of the Local Government Act or its equivalent from time to time.

4.3 The Trustee shall have the following further powers subject at all times to the provisions of clause 3 hereof:

(i) to sell at any time and from time to time for purpose any investments or other property held under this trust for such price and on such terms and conditions as the Trustee may think fit and the Trustee shall have power to invest or deal with the proceeds of any such sale in any manners hereby authorised;



- (j) to set aside out of capital or Income of the Trust Fund from time to time such of money as may in the opinion of the Trustee be sufficient to meet any debt or obligation due or accruing due;
- (k) to pay all insurance premiums rates taxes rents and other outgoings in connection with any real or personal property subject to this trust and manage the said property and effect such repairs as the Trustee may consider necessary or advisable to such property and where the Trustee is unable to charge such expenditure against income from that property it shall be at liberty to resort to other Income or to capital;
- (l) to employ any person in the conduct of any business or the carrying out of any activity which the Trustee is empowered to carry on or carry out and to pay wages salary and other benefits to any such person and pay taxes associated with or arising out of any such employment and to establish and support or aid in the establishment of or contribute to associations institutions funds trusts and conveniences calculated to benefit such employees or past employees or their dependants and to grant pensions and allowances to or for such persons;
- (m) to employ agents in the execution of the trusts and powers herein contained and instead of acting personally from time to time to employ and pay out of the Trust Fund such managers agents advisers solicitors accountants or other persons to transact any business or to do any act required to be done in connection with the administration of the Trusts hereby declared including the receipt and payment of money;
- (n) to take and act upon the advice of any solicitor practising in the Supreme Court of New South Wales whether in relation to the interpretation of this Deed or of any document or statute or as to the administration of this trust;
- (o) to guarantee (either alone or jointly with any other person or company) or (either alone or jointly as aforesaid) to become liable for the payment of money or for the performance of any obligations for which the Trustee may pursuant to this provision become liable to mortgage or charge any investments other property or any



part thereof held under the trusts hereof and no lender shall be concerned to enquire as to whether the necessity for any such borrowing has arisen or as to the purpose for which it is required or as to the application of the money borrowed;

- (p) to adopt such means of making known and advertising any business carried on by the Trustee in the furtherance of this trust and the products thereof as may seem expedient;
- (q) to do any other act or thing or carry on any other activity or business which in the opinion of the Trustee is conducive to the exercise of any of the foregoing powers or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights for the time being held under this trust in pursuance of the Objects;
- (r) to constitute a committee whose obligation it shall be to administer and maintain this trust and make provisions for the internal structure and governance of that committee including but not limited to the establishment of offices and the election of office-bearers and the conduct of meetings and the keeping of minutes thereof.

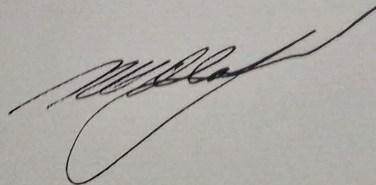
5. Variation of Investment

The Trustee may in its discretion from time to time vary or transpose all or any of the investments of the Trust Fund for or into any other modes of investment authorised by this trust deed.

6. Trustee's Powers Relating to Investments

Subject always to compliance with the provisions of the Local Government Act the Trustee may hold up and retain as an investment any holding in any company or any property generally which may be offered by them by reason of their holding in any company by virtue of their powers of investment under this trust deed. In relation to any shares securities or other interests held by the Trustees hereunder they shall have the power to concur in any scheme or arrangement:

- (a) for the reconstruction of the company;
- (b) for the sale of all or any part of the property or undertaking of the company to another company;
- (c) for the amalgamation of the company with any other company;



- (d) for the release, modification or variation of any rights privileges or liabilities attached to the said shares securities or other interest or any of them;

in such like manner as if they were entitled to such shares securities or other interests beneficially with power to accept any shares securities or other interests of any denomination or description of the reconstructed or purchasing or new company in lieu of or in exchange for all or any of the firstmentioned shares securities or other interests.

7. Power to Borrow Charge and Guarantee

The Trustee may from time to time and in its absolute discretion borrow money with or without security or mortgage charge or otherwise encumber any of the assets of the Trust or enter into any guarantee for the purposes of carrying into effect or exercising any of the trusts or powers herein contained.

8. Bank Accounts

8.1 The Trustee may open and operate on such bank accounts in the state of New South Wales as it thinks desirable land cheques and other negotiable or transferable instruments and all receipts for moneys paid to the Trustee shall be signed drawn accepted endorsed or otherwise executed as the case may be in such manner as the Trustee from time to time determines.

8.2 The Trust Fund shall at all times be kept separate from other funds of the Trustee and from any other funds whatsoever and all monies invested in bank accounts shall be invested in bank accounts which are dedicated solely to and in the sole name of this trust.

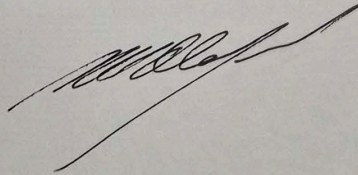
8.3 Any cheque facility attached to any such bank account shall be subject of a limitation requiring the signature of two members of any committee established under the provisions of clause 4.3 (r) one of whom shall always be a member of the Council of Merriwa on every cheque drawn thereon.

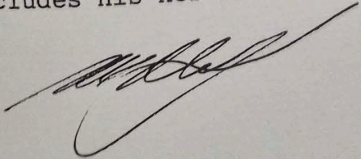
9. Resignation of Trustee

Subject to the Trustee appointing a replacement trustee of this trust pursuant to clause twenty six (26) hereof the Trustee may at any time resign from the office of Trustee.

10. Power to Give Receipts

A sole Trustee of this settlement for the time being shall be authorised notwithstanding that he is the sole Trustee to receive capital and other money and to give valid and effectual receipts therefrom for all purposes.



11. Power to Conduct Proceedings
The Trustee shall be empowered to institute and defend any proceedings at law or in equity or by way of arbitration and to proceed to the final end and determination thereof or to discontinue the same in every case as the Trustee in its discretion deems fit or to compromise or settle such proceedings on such terms as the Trustee deems fit.
12. Power to Compromise and Settle Claims
The Trustee shall be empowered to compromise and settle for such consideration and upon such terms and conditions as the Trustee in its discretion deems fit all matters arising in relation to the Trust Fund and all such compromises and settlements shall be binding.
13. Power to Retain or Advance Trust Funds
The Trustee may transact in its own office on behalf of this trust any business which it is by this trust deed authorised to undertake upon the same terms and conditions as would be for the time being applicable to an ordinary customer of the Trustee and without limiting the generality of the foregoing the trustee may retain on current or deposit account or advance at interest all or any of the monies comprising the Trust Fund without account for any profit made thereby.
14. Trust Remuneration
The Trustee shall not be entitled to remuneration as for the performance of its obligations hereunder but may in his absolute discretion recover and claim indemnification from the Trust Fund for monies validly expended by the Trustee in the proper administration of the affairs of the Trust and management of the Trust Fund.
15. Incidental Powers
The Trustee shall subject to Clause 3 hereof be empowered to do all things as it deems fit for the adequate protection of any part of the Trust Fund or otherwise for giving effect to this settlement and to do all such things as may be incidental to the exercise of any of the powers authorities or discretion of the Trustee.
16. Power to Vary Trust Deed
16.1 The Trustee may with the consent of the Settlor by deed vary all or any of the powers and provisions herein declared concerning the Trust Fund but so that no benefit in respect of the Trust Fund may be conferred thereby on the Settlor the Trustee or any person who has been a Trustee of the Trust Fund or a member of a committee constituted under clause 4.3 (r) hereof and the term Settlor where appearing in this clause includes his her or their executors and administrators.
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- 16.2 Any alteration of this trust deed shall be in accordance with clause 16.1 hereof and in pursuance of the Objects.

17. Power of Appointment of New Trustee

The Trustee may at its discretion appoint any additional Trustee to act either jointly with the Trustee or in the place and stead thereof provided that there shall at all times be amongst the Trustees a person who presently holds or has in the past held some public office.

18. Jurisdiction

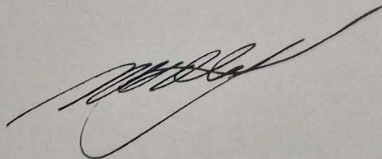
The creation of this trust deed the disposition of beneficial interests in the Trust Fund and the period of accumulation of income provided by this trust deed and the administration of the trusts constituted by this Deed shall be governed by and shall be in accordance with the laws of the State of New South Wales.

19. Exercise of the Trustee's Discretion

Subject to Clause 3 hereof every discretion vested in the Trustee shall be absolute and uncontrolled and every power and authority vested in it shall be exercisable at its absolute and uncontrolled discretion subject to the compliance by the Trustee in the exercise of all of its functions hereunder with the objects of this trust, the provisions hereof and the provisions of the Local Government Act 1919 (N.S.W.) as amended from time to time or its equivalent.

20. Exclusive Benefits

It is hereby declared that the Settlor and the Trustee are specifically excluded from all or any benefits whatsoever under this trust deed other than the Trustee in respect of its indemnification under Clause 22 hereof.



21. Powers of Investment

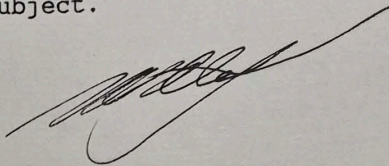
The Trustee may invest the Trust Fund in any one or more of the further following modes of investment provided that the investment shall at all times be only in the furtherance of the Objects and subject to compliance with the provisions of the Local Government Act:

- (a) Stock shares debentures bonds notes or securities issued by:
 - (i) any company or corporation incorporated in Australia;
 - (ii) any governmental, semi-governmental or municipal authority or corporation in Australia.
- (b) In secured loan to any person or persons or to any company or companies or to any governmental, semi-governmental or municipal authority in the State of New South Wales.
- (c) In the purchase lease or other acquisition of real estate or any interest or tenure therein or any option in respect thereof.
- (d) In the purchase lease or other acquisition of any personal property whatsoever or any interest therein or causes or rights of action from which profit may be expected whether from resale or otherwise.
- (e) In the improvement maintenance or repair of any property real or personal wherein any interest is owned by or on behalf of the Trust.

22. Winding Up

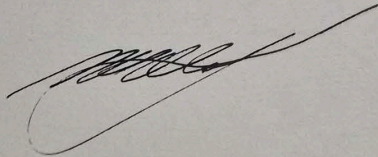
Upon the winding up of this trust any amount remaining in the Trust Fund after the satisfaction of the debts and liabilities of this trust shall be applied to a fund at the discretion of the Trustee provided that the fund shall be approved under Section 78(1)(a) of the Income Tax Assessment Act or equivalent from time to time PROVIDED THAT this trust shall be wound up and the proceeds of the Trust Fund shall vest in accordance with the provisions hereof in any event on the day which is eighty (80) years from the date hereof.

AND IT IS DECLARED that the Trustees may invest the Trust Fund or any part thereof in any one or more of the foregoing modes of investment at the Trustees discretion notwithstanding that any modes of investment are not authorised as Trustee investments by the law for the time being to which this Trust Deed is subject.



THE SCHEDULE REFERRED TO IN DEED OF SETTLEMENT BY THE SETTLOR

1. DATE OF SETTLEMENT: 22 July 1991
2. TRUSTEE: The Shire Clerk of the Council
of the Shire of Merriwa from
time to time
3. SETTLOR: The Council of the Shire of
Merriwa
4. SETTLEMENT SUM: Ten Dollars (\$10.00)
5. NAME OF TRUST FUND: MERRIWA AGED HOSTEL TRUST
6. OBJECTS:
 1. To promote and undertake or
assist in promoting and
undertaking the relief of the
aged, irrespective of creed,
class or colour.
 2. To establish and maintain living
units, hostels or nursing homes
for the relief of the aged
irrespective of creed, class or
colour whether accommodation in
those units is entirely free of
charges or subject to a
contribution by the occupant.
 3. To promote and undertake or
assist in promoting and
undertaking each of the
charitable objects mentioned in
the preamble to the Statute 43
Elizabeth I c4 or at law or in
equity deemed to be within the
spirit and intendment thereof.



IN WITNESS WHEREOF the parties have hereunto set their hands
and affixed their seals on this 22nd day of July One
thousand nine hundred and ninety one.

THE COMMON SEAL of)
THE COUNCIL OF THE SHIRE)
OF MERRIWA)
was hereunto affixed in)
pursuance of a resolution)
of the said Council passed)
on the 17 day of July 1991)
in the presence of:)

Susan Jones J.P.

P. E. Power
P.E. Power - Shire President

M.J. Hadfield - Shire Clerk

[Handwritten signature]

MERRIWA AGED HOSTEL COMMITTEE

Registered under the provisions of the
Charitable Collections Act, 1934 No. CC28465

Chairperson : Cr Pamela Power
Secretary/Treasurer : Mike Hadfield



P O Box 111
Merriwa NSW 2329
Phone: 065 482109
Fax : 065 482340

Donations of \$2 and over to the Merriwa Aged Hostel Appeal are TAX DEDUCTIBLE.
Australian Taxation Office Reference No. N0331.

Committee: B C Baker, Fr C E Butterworth, W J McLaurin, N J Mulcahy, D E Peebles,
L Purnell, P D Strachan, C J Vero, B A Voysey.