

*Re-terms*

DATED this \_\_\_\_\_ day of February 19\_\_\_\_

BETWEEN:

JENNIFER ANN GARDINER

(Settlor)

AND:

COMSERV (NO. 1425) PTY LIMITED

(Trustee)

---

TRUST DEED FOR THE NATIONAL FREE  
ENTERPRISE FOUNDATION

---

SLY & RUSSELL  
Solicitors  
60 Margaret Street  
SYDNEY 2000

DX 368

Ph 20525

Under the Freedom of Information Act 1982

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THIS DEED OF SETTLEMENT is made on the 11<sup>TH</sup> day of February 1982

BETWEEN JENNIFER ANN GARDINER ("the Settlor") of

of the one part

AND COMSERV (NO. 1425) PTY LIMITED ("the Trustee") a company incorporated in New South Wales of the other part

WHEREAS

- A. The Settlor is desirous of making provision for the Beneficiaries as herein defined and creating the trusts hereinmentioned and for the purposes giving effect to such desire has upon the execution hereof transferred to the Trustee the sum of FIFTY DOLLARS (\$50.00) ("the settled Property") and the Trustee has consented to become the Trustee hereof upon the trusts and with and subject to the powers and provisions hereinafter expressed.

NOW THIS DEED WITNESSETH:-

1. Definitions

In this Deed except where the context otherwise requires the following terms shall have the following meanings:-

(a) "The Trustee" means the Company named as such herein or any other Trustee or Trustees for the time being of the Trust Fund.

(b) "The Trust Fund" means the Settled Property and all moneys, investments and property paid or transferred to, vested in and accepted by the Trustee as additional to the Settled Property and all investments, property and businesses from time to time representing the same and any accumulations of income hereinafter empowered to be made, and all accretions or additions to the Settled Property or

(c) "The Vesting Day" means the first to occur of the following dates, namely:-

- (i) The day being the fortieth (40th) anniversary of the execution of the Deed.
- (ii) The date being twenty-one (21) years after the death of the last survivor of the descendants now living of his late Majesty King George VI.
- (iii) Such earlier date as may be fixed by the Trustee as the Vesting Day provided always that notwithstanding anything herein contained all powers and dispositions made by or pursuant to or contained in this Deed which but for this provision would or might vest, take effect or be exercisable after the expiry of the perpetuity period shall vest and take effect and be exercisable only until the last day of the perpetuity period.

(d) "The Beneficiaries" at any particular time shall mean such persons who at that time are financial members of the National Country Party of Australia (NSW) ("The Party") in accordance with the Constitution and Rules of the Party and who are not under the age of eighteen (18) years at that time. The Trustee shall accept and be bound by a certificate in writing signed by the General Secretary (or other officer performing the functions of General Secretary of The Party from time to time) stating the names and addresses of the persons who are financial members of The Party and not under the age of eighteen (18) years at any particular time

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and the Trustee shall be under no obligation whatsoever to enquire into the accuracy or truth of such certificate.

(e) The "National Country Party of Australia (NSW)" shall mean notwithstanding anything herein contained the political party presently known by that name, the same political party if it changes its name, and any other political party which may result from a merger, re-construction or amalgamation of the National Country Party of Australia (NSW) and if there is any doubt as to whether such political party is included in such expression such questions shall be determined by the Trustee in its absolute discretion and in the event that there is any difficulty as to who is the Chairman or General Secretary or any other office-bearer of The Party such questions shall be determined by the Trustee in its absolute discretion.

(f) "The Chairman" means the Chairman as defined from time to time in the Constitution and Rules of The Party.

(g) The "Accounting Period" means each period of twelve (12) months ending on the last day of March (or other date determined from time to time by the Trustee) in each year provided first that the period commencing on the date hereof and ending on the last day of March next (or such other date as determined by the Trustee) shall be an Accounting Period and secondly the period commencing on the first day of January (or the day after such other date determined

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by the Trustee) prior to the Vesting Day and ending on the Vesting Day shall be an Accounting Period.

(h) The Trust created by this Deed shall be known by the name "The National Free Enterprise Foundation" or such other name as the Trustee shall, in its absolute discretion, decide.

(i) Words importing the singular shall include the plural and vice versa, any gender shall mean and include all other genders, and references to persons shall include corporations and other entities recognised by law, unless the context requires different meanings to the foregoing expressions.

2. Declaration of Trust

In consideration of the premises the Settlor HEREBY DECLARES that the Trustee shall and the Trustee HEREBY DECLARES that it will henceforth stand possessed of the Trust Fund and of the income thereof upon the trusts and with and subject to the powers and provisions hereinafter expressed concerning the same and will conduct, manage and control all or any of the businesses, investments or pursuits that may be hereinafter acquired, vested in or established by the Trustee for and on behalf of the Beneficiaries.

3. Recording of Trustees Determination

Whenever under this Trust Deed the Trustee is empowered or required to fix any date, to nominate any person, company or Trust, to make any determination or declaration, to exercise any discretion, or to make any direction then the Trustee may do so by Deed, Memorandum in writing or where the Trustee is a corporation by oral

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declaration or resolution of its directors recorded in the Minutes of the Trustee or memorandum of a duly appointed representative or agent of such corporation.

4. Income

On and from the last day of each Accounting Period the Trustee shall stand possessed of the whole of the income of the Trust Fund derived by the Trustee in that Accounting period UPON TRUST absolutely for the benefit of the Beneficiaries on the last day of that Accounting Period in equal shares and if there be no Beneficiaries in existence on the last day of the Accounting Period then for such charitable institutions bodies or organizations in Australia or elsewhere which are charitable at law as the Trustee in its absolute discretion thinks fit.

5. Capital

On the Vesting Day the Trustee shall stand possessed of the capital of the Trust Fund or so much thereof as shall then be remaining and any income therefrom UPON TRUST absolutely for the benefit of the Beneficiaries at that date in equal shares and if there shall on the Vesting Day be no Beneficiaries then surviving then upon Trust for such charitable institutions bodies or organizations from time to time established in Australia or elsewhere and which are charitable at law as the Trustee in its absolute discretion may appoint, any resulting trust to the Settlor being expressly negatived.

6. Restrictions on Powers of Accumulation

The Trustee may at its discretion accumulate any undistributed income by reinvesting the same provided

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that any such accumulation shall not be for any period longer than is permitted by the law for the time being to which this Trust is subject. If this power to accumulate income is wholly or partly invalid or ineffective the income which has been invalidly accumulated and all future undistributed income shall be held by the Trustee for such of the Beneficiaries as shall then be living or in existence in equal shares and if there are none then for such charitable institutions bodies or organizations from time to time established in Australia or elsewhere and which are charitable at law as the Trustee in its absolute discretion may appoint, any resulting Trust to the settlor being expressly negatived. The power of accumulation conferred by this clause shall in all respects be subject to the rule against perpetuities to the extent that the same is applicable. Accumulations by the Trustee in accordance with this clause shall not constitute a breach of the Trust by the Trustee notwithstanding that such accumulations may be wholly or partly invalid or ineffective.

7. Payment to Chairman of the Party

In paying or applying capital or income or any part thereof to or for the benefit of any Beneficiary the Trustee may without being responsible for any loss occasioned thereby pay or apply the same for the credit of such Beneficiary with the Chairman for the time being of the Party <sup>OR HIS NOMINEE IN WAITING</sup> and any receipt signed by any such Chairman shall be a full and effective discharge to the Trustee in respect of the payment or application referred to in such receipt.

8. Sole Trustee's Power to Give Receipts

A Sole Trustee hereof for the time being is hereby authorised notwithstanding that it is the sole Trustee to receive capital and other moneys and to give valid and effectual receipts therefore for all purposes and for the purposes of any statutory enactments including the receipt of capital moneys which may or may be deemed to be capital moneys for the purposes of any statute.

9. Scope of Trustee's Discretion

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 any legal, statutory or express restriction thereon.

10. Trustees Power to Appoint an Alternate Trustee

A Trustee may and each of the Trustees (if there be more than one) may with the consent of the other or others appoint any person to be an alternate Trustee in its place and so that any such appointment shall have effect during such period only as such Trustee may from time to time be absent from Australia or New South Wales and each of the Trustees may by power exercised in writing alter or revoke such appointment as alternate Trustee made by the revoking Trustee.

11. Power to Appoint Agents

If and when the Trustee shall think fit to exercise any of the powers herein contained of investing the Trust Fund or carrying on a business on behalf of the Beneficiaries in any country throughout the world it may remit any trust moneys proposed to be invested or used in

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such a business to any banker, stock broker, solicitor, accountant or other person (all hereinafter referred to as an "Agent") and may delegate thereto the trusts hereby constituted and the powers incidental thereto including the power to execute all deeds and instruments necessary or expedient for the purpose of obtaining or completing or giving effect to any such investments to the intent that such Agent may act in and exercise all those trusts and powers with reference to the investment and business and the variation of investments as effectually as the Trustee could do if personally present in the place where the said moneys are to be invested or the business carried on but so that every security for such moneys shall be taken in the name of the Trustee and the Trustee may empower and direct any such Agent until the moneys remitted to him shall be so invested as aforesaid to deposit the same in some Bank in the place where such Agent may be to an account distinct from any other account which such Agent may have with such Bank with notice that the same is not the property of such Agent.

12. Retirement of Trustee

- (a) The Trustee may at any time resign from the office of Trustee by giving not less than two (2) months' (or such shorter period as may be agreed between them) notice in writing (which may be withdrawn by the Trustee) addressed to the Chairman.
- (b) The Trustee shall on retirement vest the Trust Fund or cause it to be vested in the new Trustee appointed in accordance with the provisions of this Deed and shall deliver to such new Trustee all

books, documents, records and other property whatsoever relating to the Trust Fund.

13. New Trustee Not Bound to Inquire

Any person becoming a Trustee of the Trust Fund may accept the accounts and the property delivered to him by any continuing Trustee or his predecessors in office without being bound to inquire further as to the accounts and assets of the Trust Fund.

14. Power to Vary Trust Deed

The Trustee may any time and from time to time in its absolute discretion:-

- (i) Vary all or any of the powers or provisions herein declared concerning the Trust Fund with the exception of the Vesting Day and the provisions expressly excluding any person from benefits under this Deed.
- (ii) Add any persons, corporations, Trustees of trusts or classes of persons as Beneficiaries (other than any person expressly excluded from benefits under this Deed).
- (iii) Exclude any persons, corporations, Trustees of trusts or classes of persons as Beneficiaries but so that this power shall not be capable of being exercised so as to derogate from any interest to which any Beneficiary has previously become indefeasibly entitled whether in possession or in reversion or otherwise.

15. Power of Resettlement

The Trustee at any time or times before the Vesting Day may direct that the whole or any part of the Trust Fund

shall henceforth be held upon the trusts and with and subject to the powers and provisions of any other settlement (not infringing the rule against perpetuities applicable to this Deed) approved by the Trustee in favour or for the benefit of all or any one or more exclusively of the others or other of the beneficiaries and upon any such direction being made the Trustee may transfer to the Trustees or Trustee for the time being of the said other settlement the property comprised in the said direction and thereupon the trusts herein declared concerning such property shall cease and determine and the said property shall for all purposes be subject to the trusts, powers and provisions contained in the said other settlement and be subject to and governed by the proper law of the said other settlement whether or not such proper law shall be the proper law of this Trust.

16. Liability of Trustee

(a) Any Trustee purporting to act in the execution of this trust and the powers hereof shall not be liable for loss not attributable to its or its servants or agents dishonesty or to the wilful commission or omission by it or its servants or agents of any act known to be a breach of trust nor shall the Trustee be liable for any loss or damage resulting from the known exercise of any of its powers, authorities or discretions hereunder.

(b) A Trustee shall not be personally liable for the consequences of any error or forgetfulness whether of law or of fact on the part of the Trustee or his legal or other adviser or generally for any breach

of duty or trust whatsoever unless it shall be proved to have been committed made or omitted in personal conscious fraudulent bad faith by the Trustee charged to be so liable and accordingly all persons claiming any beneficial interest in over or upon the property subject to this settlement shall be deemed to take with notice of and be subject to the protection hereby conferred upon the Trustee.

- (c) A Trustee shall not in any circumstance be entitled to any indemnity reimbursement or recompense from the Beneficiaries or any of them but if acting in good faith should be entitled to be indemnified out of the Trust Fund in respect of all liabilities incurred relating to the execution of any powers duties authorities or discretions vested in him under the provisions of this Deed and in respect of all actions received costs claims and demands relating to any matter or thing done or omitted to be done concerning the Trust Deed.

17. Jurisdiction Clause

The creation of this Trust Deed, the disposition of beneficial interests in the Trust Fund, the period of accumulation of income provided by the Trust Deed and the administration of the trusts constituted by this Trust Deed shall be governed by and shall be in accordance with the laws of that place where the Trustee for the time being is incorporated or if a natural person then the place where the Trustee is resident for the time being or if more than one Trustee then the place of incorporation or residence of the longest appointed Trustee or where

more than one Trustee has been appointed for the same duration then of the first named Trustee in the instrument of appointment.

18. Exclusion from Benefits

It is hereby declared that the Settlor and any person from time to time being the Trustee hereof and any corporation in or under which any Trustee has any actual or contingent beneficial interest are specifically excluded from all or any benefits whatsoever under this Trust Deed other than in respect of remuneration of the Trustee hereunder.

19. Trustees Remuneration

(a) The Trustee shall be entitled to be reimbursed for all out-of-pocket expenses incurred by it in connection with the administration of the Trust Fund and the performance by it of its duties as Trustee under this Trust Deed and by reason of the obligations imposed upon it by or under the Companies Act 1961 or any statute replacing same.

(b) Any person acting as a director of a company or corporation which is a Trustee of this Deed who is a solicitor or chartered accountant or public accountant or the firm of which he is a member may charge all usual and appropriate professional fees for professional work done by him or such firm in or about the administration of the Trust Fund or occasioned by reason of the compliance by the Trustee with the obligations imposed upon it by or under that Act or any replacement statute and any

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Trustee may recover from the Trust Fund any charge made to it by any such director.

20. Exclusion by Beneficiaries

Any person being a beneficiary under the terms of this Trust Deed made by notice in writing given to the Trustee at any time exclude himself as a beneficiary and any such person or persons shall not thereafter be considered a beneficiary for the purpose of this Trust Deed and no further sums, whether of income or of capital shall be allocated or set aside or paid or otherwise applied to or for the benefit of such person or persons provided however that any such notice shall not effect the beneficial entitlement to any amount set aside for such beneficiary or amounts held in trust for such beneficiary prior to the date of the receipt by the Trustee of such notice. Notwithstanding this Clause the Trustee shall not be liable for any act, matter or thing done by it pursuant to this Trust Deed prior to the actual receipt by the Trustee of the notice referred to in this Clause.

21. Retiring Trustees

Notwithstanding anything herein contained the Trustee may be appointed or removed and may retire at any time in accordance with the law applicable to this Deed by virtue of Clause 17. In addition to any provision contained in any such law a Trustee who is about to retire or has retired may appoint a new Trustee in substitution for the retiring Trustee provided that the written consent of the Chairman must be obtained in relation to any such retirement or substitute appointment. If the Trustee fails to appoint a new Trustee prior to the retirement of

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the retiring Trustee then the Chairman for the time being of the Party shall be authorised to appoint a new Trustee hereunder.

22. Crediting Beneficiaries

Subject to Clause 7 any amount placed to the credit of any beneficiary in the books of account of the Trust Fund shall thenceforth be held by the Trustee on trust for such beneficiary absolutely with power to the Trustee pending payment over thereof to such person to invest or apply or deal with such fund or any resulting income therefrom or any part thereof in the same manner as the Trustee is empowered to invest or apply or deal with the Trust Fund hereunder.

23. Powers of Trustee

The Trustee shall in addition to the powers otherwise conferred upon the Trustee by law have the following powers:-

- (a) To apply and invest all moneys at any time forming part of the Trust Fund (and any other moneys held by the Trustee pursuant to the provisions of this Deed) in any investments anywhere in the world as in its absolute discretion the Trustee shall think fit without being limited in any way to investments dealings or transactions authorised by law for Trustees, whether involving liabilities or not or upon personal credit with or without security and upon such terms and conditions as the Trustee shall in its absolute discretion think fit and to the intent that the Trustee shall have the same powers in all respects as if it were the absolute owner

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beneficially entitled including without diminishing the generality of the foregoing the taking of the purchase of the whole or any part or share or interest in (including a minority part or share or interest in) any business partnership or joint venture and the goodwill and assets thereof and the purchase of any real or personal property wheresoever situate or any part or share or interest therein and notwithstanding that the same may not be income producing or may be of a wasting or speculative nature and to exercise all rights and privileges and perform all duties and obligations appertaining or incidental thereto.

(b) To take up on allotment or purchase any stocks, shares, debentures, bonds, notes, units, sub-units or other securities issued by:-

(i) Any company or corporation incorporated in any country in the world.

(ii) Any governmental, semi-governmental or municipal authority or corporation in any country in the world.

(iii) Any fixed, flexible or unit trust established in any country in the world.

(c) To advance and lend moneys to and to borrow and raise moneys from and to secure by mortgage or otherwise howsoever the payment of money to any persons, firms, companies, corporations, governmental or municipal bodies or trusts and upon such terms with or without security or interest as the Trustee shall deem fit and the Trustee is hereby

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expressly empowered to join with any company or 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 person or for the purpose of securing the payment of money to any company or person.

- (d) To give any guarantee or indemnity or become surety for the payment of any money or the performance of any contract, obligation or undertaking by any person, firm, company, corporation or association.
- (e) To carry on anywhere in the world and either alone or in partnership any trade or business whatsoever and to discontinue the same from time to time.
- (f) To employ any person (including any Trustee hereof) in connection with any trade or business carried on by the Trustee or in connection with anything required to be done pursuant to the provisions hereof including the receipt and payments of money and to decide the remuneration to be allowed and paid and the amount of all charges and expenses and to create or arrange any scheme of superannuation, retirement benefit or pension for the benefit of any person so employed.
- (g) To establish, promote or acquire any company or companies or join in the promotion, establishment or acquisition of any company or companies.
- (h) To hold, use, purchase, construct, demolish, maintain, repair, renovate, reconstruct, develop, improve, sell, transfer, convey, surrender, let, lease, exchange, take and grant options or rights

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in, alienate, mortgage, charge, pledge, reconvey, release or discharge or otherwise deal with any real or personal property and in particular with shares, debentures, units or securities of any company, authority or trust and with or without deferred, restricted, qualified or special rights relating thereto.

- (i) To make or purchase any such investments for cash or in consideration of an annuity or otherwise and upon such terms and conditions as the Trustee shall in its absolute discretion think fit and it may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and it may agree to pay for any such investments wholly or in part from any future moneys which may come into its hands including dividends, profits, interest or other income paid or payable in respect of any such investments.
- (j) To vary or transpose any investments into or for any other or others of any nature whatsoever and to vary the terms of or property comprised in any security.
- (k) To pay out of the Trust Fund or the income thereof all costs, charges and expenses incidental to the management of the Trust Fund or to the exercise of any power, authority or discretion herein contained or in carrying out or performing the trusts hereof which the Trustee may at any time incur including all income tax or other taxes payable in respect of the preparation and execution of these presents and all moneys which the Trustee may be required to pay

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as settlement, probate, estate, gift, or revenue duties including stamp gift or settlement duties payable in respect of the Trust Fund or of these presents.

(l) To exercise all rights and privileges and perform all duties and do all acts, matters and things appertaining to any shares, stock, debentures, units or other securities (hereinafter referred to as "securities") in any corporation authority or trust for the time being subject to the trusts hereof as the Trustee could do if it was the beneficial owner of such securities or was personally interested or concerned therein and without diminishing the generality of the foregoing with liberty to assent to any arrangements modifying such rights, privileges or duties and to agree to any scheme or arrangement for the reconstruction or the increase or reduction of the capital of any corporation authority or trust and to make any agreement in respect of or in the course of the winding up thereof and for such purpose to deposit, surrender or exchange any of the said securities or the title thereto and to pay any calls or contributions or other necessary expenses in connection with any such securities or any title thereto.

(m) To partition or agree to the partition of or to subdivide or agree to the subdivision of any land or other property which or any interest in which may for the time being be subject to the trusts hereof and to pay any moneys by way of equality of partition.

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(n) To appropriate any part or parts of the Trust Fund in the actual condition or state of investment thereof in or towards the satisfaction of the interest of any person in the Trust Fund or in or towards the satisfaction of any sum that the Trustee may determine to pay or apply to or for the benefit of any Beneficiary pursuant to the provisions of this Deed and in making such appropriation to estimate the value of the component parts of the Trust Fund or to employ such persons to make such valuation as in the circumstances the Trustee deems proper without obtaining any consents otherwise required by law and every appropriation so made shall bind all persons interested in the Trust Fund notwithstanding that they may not yet be in existence or may be under a legal disability.

(o) To determine whether any real or personal property or any increase or decrease in amount, number or value of any property or holdings of property or any receipts or payments from, for or in connection with any real or personal property shall be treated as and credited or debited to capital or to income and generally to determine all matters as to which any doubt, difficulty or question may arise under or in relation to the execution of the trusts and powers of this settlement and every determination of the Trustee in relation to any of the matters aforesaid whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustee in relation to the Trust Fund shall

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bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever.

- (p) To open any account or accounts with any Bank or Banks and to operate by and in all usual ways and such account or accounts and cheques and other negotiable instruments shall be signed drawn accepted or endorsed in such manner as the Trustee may from time to time determine.
- (q) To grant options in respect of any assets held subject to the trusts of this Deed to any person, firm or company.
- (r) To remunerate any Beneficiary who is at any time in the employ of the Trustee to the same extent and in the same manner as if the Beneficiary so employed was not a Beneficiary hereunder and all bona fide payments made by the Trustee to any such Beneficiary in the form of remuneration for services rendered or to be rendered or on account of or in connection with such employment shall not be or be deemed to be payment to the Beneficiary of or on account of his share in the Trust Fund or the income thereof.
- (s) To permit any asset of the Trust Fund to be held or registered in the name of any nominee of the Trustee and to deposit securities or deeds and other documents belonging or related to the Trust Fund with any Bank, Solicitor or other custodian.
- (t) To purchase, acquire, create or effect any reversionary or deferred property or rights of any description or any life or life endowment or sinking fund or term or other policy of insurance of

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whatsoever nature (whether on the life of any Beneficiary hereunder or otherwise) and at or subject to any premium whether single or payable periodically and with or subject to any options, rights, benefits, conditions or provisions whatsoever and to pay out of the income or capital of the Trust Fund as the Trustee in its discretion thinks fit all sum payable from time to time for premiums or otherwise for the effecting or maintenance of any policy of insurance (whether owned by the Trustee or otherwise) or for the exercise or enjoyment of any option, right or benefit thereunder and any surrender of any such policy shall for all the purposes of this settlement be deemed to be a sale thereof.

- (u) To invest the Trust Fund in and to deal in the currency of any country in the world, Eurodollars, Asiadollars, gold or silver bullion, metals, commodities, options or futures contracts of any nature.
- (v) To institute and defend any legal proceedings or proceedings by way of arbitration and to proceed to the final end and determination thereof or to discontinue the same or to compromise or settle the same or any other claim or demand upon such terms and conditions as the Trustee in its discretion thinks fit and all such compromises and settlements shall be binding on all Beneficiaries.
- (w) To receive payments of capital and income and to give valid and effectual receipts therefor.

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- (x) To enter into and carry out the business of any kind including without limiting the generality of the Trustee's powers to carry on business, whether at a profit or not, as a commission agent, insurance agent and provider of staffing and office facilities and services.
- (y) In any conditions or circumstances which the Trustee thinks expedient to appoint either in respect of the whole of the Trust Fund or any part thereof any new Trustee or new Trustees in any country in the world and to transfer sign and set over the investments for the time being representing the Trust Fund or any part thereof to any such new Trustee upon similar trusts and subject to similar terms and conditions to those declared in this Deed and either subject to the control of the Trustee of these presents or to the execution of such control and the Trustee of this Deed shall be indemnified and held harmless against any loss which may arise from the exercise of this power provided that this power is only exercised with the written consent of the Chairman.
- (z) 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 or authorities of the Trustee.

24. All powers herein contained may be exercised by the Trustee notwithstanding that any director of the Trustee

may have a personal interest in any investment authorised by this Deed or any contract transaction or arrangement entered into by the Trustee respect of the Trust Fund or any part thereof or a personal interest in any matter or thing connected with the administration of the Trust Fund.

25. Prohibition on Trustee Promoting the Election of any Parliamentary Candidate

The Trustee is hereby expressly absolutely and unconditionally prohibited from promoting the election to the Parliament of New South Wales of a candidate or candidates endorsed by a "Party" as defined in the Election Funding Act, 1981, of New South Wales provided that the foregoing shall not prevent the Trustee making "political contributions" or "gifts" within the meaning of that Act.

IN WITNESS WHEREOF this Deed has been duly executed on the day and year referred to previously in this Deed.

SIGNED SEALED and DELIVERED )  
by the said JENNIFER ANN )  
GARDINER in the presence of: )

4 [Redacted] .....

4 [Redacted]

*Jennifer Ann Gardiner*

THE COMMON SEAL of COMSERV )  
(NO. 1425) PTY LIMITED was )  
hereunto affixed in )  
accordance with its Articles )  
of Association and in the )  
presence of: )



4 [Redacted] Director

4 [Redacted]

Secretary DIRECTOR

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## REDACTION CODES

- 1 Personal Information (name) redacted.
- 2 Personal Information (date of birth) redacted.
- 3 Personal Information (photograph) redacted
- 4 Personal Information (facsimile of signature) redacted.
- 5 Personal Information (facsimile of manuscript initialling) redacted.
- 6 Personal Information (Individual's address) redacted.
- 7 Personal Information (individual's telephone number) redacted.
- 8 Personal Information (individual's opinion) redacted.
- 9 Personal Information (opinion about individual) redacted.
- 10 Personal Information (employment history) redacted.
- 11 Personal Information (qualifications) redacted.
- 12 Personal Information (health) redacted.
- 13 Business information (Bank Account details) redacted.
- 14 Business information (Billing Account details) redacted.
- 15 Legal Professional Communication redacted.
- 16 Deliberative material redacted.
- 17 Irrelevant material redacted.

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