

BETWEEN: UNITED GRAND LODGE OF ANTIENT FREE AND ACCEPTED MASONS OF QUEENSLAND

AND

THE BOARD OF BENEVOLENCE AND OF AGED MASONS, WIDOWS AND ORPHANS' FUND

("the Founders")

AND THE GERIATRIC MEDICAL FOUNDATION OF QUEENSLAND LIMITED

("the Trustee")

**CONSOLIDATED TRUST DEED OF
THE GERIATRIC MEDICAL FOUNDATION OF QUEENSLAND**

**ORIGINAL DEED OF TRUST DATED 18 MARCH 1986
SUPPLEMENTAL DEED DATED 21 JUNE 1991
SUPPLEMENTAL DEED DATED 2 MAY 2000
SUPPLEMENTAL DEED DATED 27 SEPTEMBER 2011
SUPPLEMENTAL DEED DATED 18 JANUARY 2016**

This Deed of Trust made the 18th day of March 1986

BETWEEN: The Trustees of the **UNITED GRAND LODGE OF ANTIENT FREE AND ACCEPTED MASONS OF QUEENSLAND** having their office at 311-321 Ann Street, Brisbane in the State of Queensland and **THE BOARD OF BENEVOLENCE AND OF AGED MASONS, WIDOWS AND ORPHANS' FUND** incorporated by Letters Patent under the Religious Educational and Charitable Institutions Act 1961-1977 and having a registered office at 60 Wakefield Street, Sandgate in the State of Queensland (hereinafter together with their successors and assigns referred to as "the Founders")

of the one part

AND: **THE GERIATRIC MEDICAL FOUNDATION OF QUEENSLAND LIMITED** incorporated in the State of Queensland as a company limited by guarantee and having a registered office at 118 John Street, Redcliffe in the State of Queensland (hereinafter referred to as "the Trustee")

of the other part

WHEREAS:

- A. The Founders desire to establish a Public Fund for public charitable purposes in the Commonwealth of Australia.
- B. The Founders have each therefore paid to the Trustee as an original endowment the sum of \$1,000.00 to be held by the Trustee upon the trusts hereinafter declared.
- C. The Founders contemplate that additional funds for the purposes of the Foundation will be raised by donations and contributions by members of the United Grand Lodge of Antient Free and Accepted Masons of Queensland and by other persons.
- D. Other persons desirous of supporting the Foundation may make gifts to the Foundation.

NOW THIS DEED WITNESSES as follows:

1. In this Trust Deed where the context admits

"**Ancillary Fund**" means any Fund endorsed under Item 2 of the Table at Section 30-15 of ITAA 97. "**Public Fund**" means any public fund maintained separately from the general assets of the Foundation and includes all of the assets which Section 30-125(6) *Income Tax Assessment Act 1997* requires to be transferred upon revocation of endorsement of the Foundation as a deductible gift recipient or other events specified in Sec 30-125(7).

"**Eligible Entity**" means a fund, authority or institution which:

- (a) is charitable at law; and
- (b) gifts to which are deductible under item 1 of the table in section 30-15 ITAA 97; and
- (c) is an exempt entity under the ITAA 97.

"**Foundation**" includes the moneys investments and property from time to time subject to the trusts of this Trust Deed and the charitable purposes and means of achieving those charitable purposes established by this Trust Deed.

"**ITAA 97**" means *Income Tax Assessment Act 1997*.

"Trustee" means The Geriatric Medical Foundation of Queensland Limited or other Trustee for the time being of the Foundation.

"Director" means a Director of The Geriatric Medical Foundation of Queensland Limited and any director of any other company for the time being Trustee of the Foundation.

"This Trust Deed" means this Deed as altered by any alterations lawfully made to this Trust Deed.

"The United Grand Lodge" means the United Grand Lodge of Antient Free and Accepted Masons of Queensland.

Words importing one gender include the other genders.

Words importing the singular include the plural and vice-versa.

References to any statutory provision shall include a reference to any amendment or re-enactment of such provision.

2. The name of the trust shall be "The Geriatric Medical Foundation of Queensland".
3. The objects for which the Foundation is established are:
 - (1) To raise money by donations or other means to provide funds towards the establishment and continuing cost of a unit of Geriatric Medicine at the University of Queensland.
 - (2) To raise money by donations or other means for the funding of research into problems associated with ageing and to see to its application.
 - (3) To invest the monies so raised as authorised in this Deed.
 - (4) To expend monies in activities which the Trustee considers will be conducive to the establishment and continuance of a unit of Geriatric Medicine at the University of Queensland.
 - (5) To expend monies in activities which the trustee considers will be conducive to the funding of research into problems associated with ageing.
- 3A The Foundation is established and shall be maintained exclusively for public charitable purposes in Australia by providing money, property or benefits for Eligible Entities and the Trustee must not pay or apply the Funds of the Trust to another Ancillary Fund.
4. (1) To ensure that the Foundation shall be controlled and administered by persons who because of their tenure of some public office or other position in the community may be expected to have a high degree of responsibility to the public in exercising that control or administration there shall be as the sole Trustee of the Foundation a company in relation to which Trustee the following provisions shall have effect:
 - (a) the Board of Directors of the Trustees shall include persons a majority of whom shall have been approved as Directors of the Trustee by the Commissioner of Taxation or a Deputy Commissioner of Taxation;
 - (b) the number of Directors for the time being in office shall not be less than 5;
 - (c) if the number of Directors in office at any time falls below 5 the Trustee shall not act in the affairs of the Foundation; and
 - (d) no person shall be eligible to be appointed, elected or re-elected as a Director unless such person is a resident of Australia.

- (2) The power of removing the Trustee of this Trust Deed and of appointing a new Trustee of this Trust Deed (if the necessity rises) shall be vested in the Founders.
5. The Trustee may apply capital as well as income of the Foundation for the said purpose.
6. It shall not be necessary for the Trustee to pay or apply income of the Foundation in the year of its receipt and the Trustee may in its absolute discretion pay or apply any income at any time or times or hold and carry forward the same for subsequent payment or application.
7. The Trustee may retain any gift or part thereof in its original form without selling or converting the same into money, and may also at its absolute discretion at any time and from time to time sell, exchange, realise, call in, convert or otherwise deal with any real or personal property comprising or forming part of the Foundation in like manner as if the Trustee held the same upon trust for sale.
8. Changed by Supplemental Deed 21 June 1991.
 - (1) Investments of the Foundation shall be confined to any investments or securities authorised by an Act of the Commonwealth of Australia, a State law or a law of a Territory of the Commonwealth of Australia by which trustees are permitted to invest trust moneys without special authorisation and with power to vary or transpose those investments or securities within such authorised investments or securities from time to time and at any time.
 - (2) No part of the capital or income of the Foundation may be lent to or deposited with any Director or to or with any firm in which any Director is a partner or to or with any private company in which any Director owns all or a substantial proportion of the capital or in any manner whereby any Director may directly or indirectly derive any pecuniary benefit otherwise than as a shareholder in a company or corporation listed on a Stock Exchange in Australia or elsewhere or in subsidiary of such a company or corporation.
9. When the Foundation or any part thereof is invested in land of any tenure the Trustee may at its discretion manage use let build develop improve repair demolish maintain insure make allowances and arrangements with tenants subdivide (and do all things it considers desirable for such purpose) grant or acquire easements or other rights and generally deal with or join in dealing with any of the property subject to the trusts as if beneficially entitled hereto without being responsible for loss.
10. 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 solicitors architects and surveyors) and managers secretaries clerks or other persons as in its absolute discretion it thinks fit and may remunerate them out of the capital or income of the Foundation. In particular the Trustee may employ and remunerate any Director or member of the Trustee or any firm in which that Director or member is a partner and may remunerate that Director or member in like manner as if he had not been such a Director or member.
11. For the purpose of applying the capital and income of the Foundation for the trusts and purposes hereinbefore mentioned the Trustee shall have plenary power to formulate any scheme or schemes for the distribution of the capital or income of the Foundation and may make such rules and regulations in connection therewith as it may think proper and such rules and regulations shall be binding on the persons affected thereby and the Trustee may from time to time revoke amend or alter such scheme rules and regulations and formulate another or others.
12. The Trustee may from time to time appoint any person to be the attorney or agent of the Trustee to exercise upon behalf of the Trustee in any place whether in Australia or elsewhere such of the trusts 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 any such attorney or agent.

13. In addition to the powers hereinbefore conferred the Trustee may pay out of the capital or income of the Foundation the costs of and incidental to the establishment of the Foundation and all expenses and outgoings that may be incurred in relation to the trusts of this Trust Deed.
14. The Trustee shall keep or cause accounts to be kept in such manner as the Trustee thinks fit of all receipts and payments assets and liabilities of the Foundation and of all other matters necessary for showing the financial position of the Foundation. The Trustee shall at the expense of the Foundation cause those accounts to be audited at least once a year by a registered company auditor or auditors appointed in that behalf by the Trustee.
15. The Trustee may appoint such persons who because of their tenure of some public office or other position in the community or support of the objects of the Foundation it deems appropriate as Governors of the Foundation. The Trustee shall also appoint a Chairman of Governors. The Governors shall meet from time to time at the discretion of the Chairman of Governors. The Chairman of Governors shall be the Chairman of all meetings of Governors. The Governors, by resolution in general meeting, may advise the Trustee on any matter relating to the management and conduct of the Foundation or on such other matters as they think fit. The Trustee shall not be bound to accept the advice of the Governors. Each Governor shall be entitled to receive a copy of the audited financial statements of the Foundation. The Governors shall not be liable for any loss which may be sustained by the Foundation whether resulting from negligence or otherwise.
16. A Governor may by notice in writing resign his position as Governor. The Trustee may by notice in writing remove any Governor from office. In no case shall the Trustee be required to give any reason for the removal from office of any Governor.
17. The Trustee may at any time raise or concur in raising any money it thinks expedient for any purpose in relation to the execution of the trusts and powers herein contained by mortgaging or charging with or without power of sale, all or any part of the capital or income of the Foundation or the investments or property representing the same, or by organising the raising of donations from the public by any means and whether or not in connection with some service offered to the public.

17A **Receipts**

- (a) The Trustee must give a receipt to every donor who makes a deductible donation.
- (b) The receipt given under paragraph (a) must state:
 - (i) the number of the receipt;
 - (ii) the date the deductible donation was received;
 - (iii) the name of the Foundation and its ABN;
 - (iv) the name of the Public Fund (if any);
 - (v) the signature of the person authorised to act on behalf of the Foundation or Public Fund; and
 - (vi) that the receipt is for a deductible donation.
18. Notwithstanding anything to the contrary herein contained the Foundation shall be wound up at the expiration of 80 years.
19. The Trustee may appoint a Patron and not more than two Vice-Patrons of the Foundation.
20. The Trustee may in support of one or part of its fund raising activities appoint such persons as it deems fit and on such conditions and with such rights as it may from time to time determine to be individual benefactors, individual fellows, individual supporters etc of the Foundation and may appoint such corporations as it deems fit and on such conditions and with such rights as if

may from time to time determine to be corporate benefactors corporate fellows corporate supporters etc of the Foundation.

21. The Trustee shall not be liable for any loss which may be sustained by the Foundation whether resulting from negligence or otherwise unless that loss is caused by its own wilfully and knowingly being a party to a breach of trust. No Director or officer of the Trustee shall be liable for any loss which may be sustained by the Foundation whether resulting from negligence or otherwise unless that loss is caused by his own wilfully and knowingly being a party to a breach of trust. A loss shall not be considered as caused by the Trustee's own wilfully and knowingly being a party to a breach of trust by reason only of that loss being caused by any servant or agent of the Trustee wilfully and knowingly being a party to a breach of trust.

Clauses 21A - 21D inserted by Supplemental Deed 2 May 2000

21A. Indemnity

21A.1 For the purposes of this Deed "Officer" has the same meaning as is attributed to that word by the Corporations Law.

21A.2 The Trustee shall indemnify every Officer (and former Officer) of the Trustee against all costs, expenses and liabilities incurred as such an Officer (or former Officer). However, no such Officer (or former Officer) shall be indemnified under this clause unless:

- (1) it is in respect of a liability to another person (other than the Trustee or a related body corporate to the Trustee) where the liability to the other person does not arise out of conduct involving a lack of good faith: or
- (2) it is in respect of a liability for costs and expenses incurred:
 - (a) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
 - (b) in connection with an application, in relation to such proceedings, in which the Court grants relief to the Officer (or former Officer) under the Corporations Law.

21B Payment of indemnity Policy Premium

21B.1 The Trustee may at the discretion of the Trustee enter into and/or pay a premium in respect of a policy of insurance insuring an officer (or former Officer) of the Trustee against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:

- (1) a liability arising out of conduct involving a wilful breach of duty in relation to the Trustee; or
- (2) a contravention of Sections 232(5) or (6) of the Corporations Law.

The Trustee shall have the discretion to approve the terms and conditions of any such policy of insurance.

21B.2 Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Trustee shall not be required to indemnify the Officer under clause 21A except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

21C Indemnity to Continue

21C.1 The indemnity granted by the Trustee contained in clause 21A shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

21D **Ratification**

21D.1 All actions by the Trustee prior to the date of this supplemental Deed in arranging Officer's insurance are hereby ratified.

22. The Founders with the concurrence of the Trustee may at any time and from time to time by Supplemental Deed alter any of the trusts powers and provisions of this Trust Deed in any manner provided that:

- (1) no part of the Foundation shall become subject to any trusts other than trusts for public charitable purposes in Australia;
- (2) no part of the Foundation as constituted at the date of any Supplemental Deed shall without the approval of the Commissioner of Taxation become freed from the limitations in Clauses 3 and 8 of the Trust Deed; and
- (3) clauses 4 and 8 of the Trust Deed shall not be amended or deleted without the approval of the Commissioner of Taxation.

22AA. No Supplemental Deed shall take effect until notice of its terms has been provided to the Commissioner of Taxation.

23. In the event of the Foundation being wound up any property which remains after the satisfaction of all its debts and liabilities shall be paid or applied to or for Eligible Entities as the Trustee decides.

24. At the first occurrence of:-

- (a) The winding up of the Public Fund; or
- (b) The Foundation (after the date on which this clause takes effect) ceasing to be an entity endorsed as an entity to which gifts are deductible (whether under item 1 or item 2 of the Table at Section 30-15) any surplus assets of the Public Fund must (unless there is a reinstatement of endorsement) be transferred to such Eligible Entities as the Trustee decides.

25. The name of the Fund shall be "Aegium Foundation".

IN WITNESS thereof the parties hereto have executed this Trust Deed the day and year first hereinbefore written.

Signed by the trustees for the time being of the **UNITED GRAND LODGE OF ANTIENT FREE AND ACCEPTED MASONS OF QUEENSLAND** and in the presence of:

(Signed) RV Shead

(Signed) S H Anderson
(Signed) Thomas Parslow

THE COMMON SEAL of **THE BOARD OF BENEVOLENCE AND OF AGED MASONS, WIDOWS AND ORPHANS' FUND** was affixed by the authority of a resolution of the Board in the presence of:

(Signed) JB Carroll

(Signed) SJ Beck
President
(Signed) SJ Young
Treasurer

Common Seal

THE COMMON SEAL of **THE GERIATRIC MEDICAL FOUNDATION OF QUEENSLAND LIMITED** was affixed by authority of the Board in the presence of:

(Signed) R R Savage
Secretary

(Signed) E W Savage
Director
(Signed) W Burnett
Director

Common Seal