

**TRUST DEED CREATING THE LUCAS FOUNDATION**

THIS TRUST DEED is made the 18<sup>th</sup> day of November 2013

BETWEEN

**BREE LOUISE BAILEY** of 243 Cureton Avenue, Mildura in the State of Victoria  
**ANDREW JOHN WHITELEGG** of 243 Cureton Avenue, Mildura in the State of Victoria  
**DAMIEN RICHARD HIGGINS** of 10 Hugo Court, Mildura in the State of Victoria

("the Treasurers")

And

**MARK RAYMOND THORNTON** of PO Box 2818, Mildura in the State of Victoria 3502  
**GREER WAKEMAN** of PO box 863 Merbein in the State of Victoria 3505  
**TANIA MAREE CHAPMAN** of 609 Cureton Avenue Nichols Point in the State of Victoria 3501

("the Trustees")

**WHEREAS:-**

- A. The Treasurers are concerned that certain parents in the Mildura District whose children have suffered severe and/or life threatening injuries and illnesses are inadequately provided for at certain critical times.
- B. The Treasurers propose to raise and continue to raise funds to be applied for the benefit of the parents of such children.
- C. The Treasurers have paid the sum of \$1.00 to the Trustees who were nominated as the first Trustees of the Trust Fund held on 26<sup>th</sup> May 2013.

**NOW THIS DEED WITNESSES as follows:-**

**1. Interpretation**

Definitions for the interpretation of this Deed:-

"The parents" means all parents in the Mildura District who as a consequence of severe and/or life threatening injury or illness are required to reside away from their home for an extended period.

"The trust fund" means the sum of \$1.00 with accruing interest and income, and shall include any additional moneys that may from time to time be received by the Trustees upon the trusts of this deed.

Words denoting the singular number shall including the plural and vice versa.

**2. The Trust shall be called "The Lucas Foundation"**

**3. Investment of trust fund**

The Trustees shall forthwith invest the trust fund in any investment in which Trustees are authorised by law to invest trust funds and may from time to time vary such investments for others of a like nature as often as they deem expedient.

#### **4. Power to resort to capital**

In the distribution of the trust fund as provided below the Trustees shall so far as possible make all the payments (including the costs and expenses incidental to the distribution of the trust fund) out of interest and income but if these are not sufficient Trustees shall realise so much of the capital of the trust fund as will be sufficient to supply the deficiency.

#### **5. Power to appoint secretary and pay expenses**

The Trustees may appoint a secretary or clerk to assist them in the execution of the trusts of this deed and to change such secretary or clerk, and out of the trust fund pay him or her a reasonable salary and also to pay the costs of the preparation and execution of this deed and all other costs and expenses incidental to the creation or administration of the trusts.

#### **6. Payments to parents**

The Trustees may out of the trust fund pay to the parents:-

- (a) Weekly sums
- (b) A lump sum
- (c) Such other payments including payments to third parties as the Trustees may in their absolute discretion think fit.

#### **7. Power of Trustees to determine questions**

Any question as to whether any person is or is not entitled to relief under the provisions of this deed and whether a right to such relief is forfeited or ought to be suspended during investigation shall be finally decided by the Trustees in their absolute discretion and they shall not be personally liable to pay any damages, costs or expenses incurred by reason of their opposing any such claim in any court or in defending themselves against any action for defamation or for any other cause whatsoever brought against them by any such person but all such damages, costs and expenses shall be payable out of the trust fund.

#### **8. Proportionate reduction of payments**

If it appears to the Trustees at any time that the trust fund will not be sufficient for the execution of the trusts they may from time to time reduce weekly payments to parents in proportion, but if for any reason the Trustees later find themselves in a position to again raise such reduced weekly payments to the original or any intermediate sum, then the Trustees shall raise them accordingly but not so as to make good past deficiencies unless they shall in their absolute discretion deem fit to do so.

#### **9. Powers of majority of Trustees**

In case the Trustees shall not be unanimous upon any matter arising out of or about the trusts of this deed the decision of the majority shall bind the dissenting minority and the acts of the majority in

the execution of the powers and trusts hereby conferred upon the Trustees shall be as valid as if they acted in such matter unanimously.

**10. Resignation or Retirement of Trustees**

In the event that a Trustee desires to resign or retire as Trustee, that person shall give written notice to the other Trustees who may appoint one or more new Trustees to replace the Trustee who has retired.

**11. Additional Treasurers**

The Treasurers or the majority of them may appoint such further Treasurer or Treasurers at any time as they in their absolute discretion shall think fit.

IN WITNESS the parties have duly executed this deed on the date first above written.

SIGNED by the said **BREE LOUISE BAILEY** in the presence of: *Chunmei HE*

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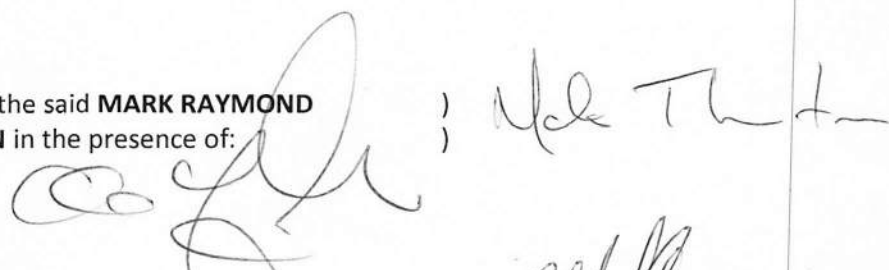
SIGNED by the said **ANDREW JOHN WHITELEGG** in the presence of:

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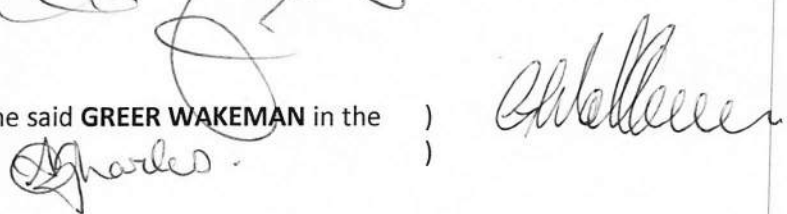
SIGNED by the said **DAMIEN RICHARD HIGGINS** in the presence of:

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SIGNED by the said **MARK RAYMOND THORNTON** in the presence of:

) 

SIGNED by the said **GREER WAKEMAN** in the presence of: *Charles*

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SIGNED by the said **TANIA MAREE CHAPMAN** in the presence of:

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