

**TRUST DEED  
HYPERION HOLDINGS TRUST DEED**

This deed of settlement is made 6 February 2024

between

Patrick Brown of Unit 1509/477 Boundary Street, Spring Hill QLD 4000 (**Settlor**)

and

0XCORP Pty Ltd of 248 Weller Road Tarragindi QLD 4121 (**Trustee**).

**BACKGROUND**

- A. The Settlor wishes to gift money to establish a trust to provide benefits for those who are named or are otherwise eligible to be or become beneficiaries under this Deed and under which the trustee is empowered to acquire and deal with investments in its absolute discretion.
- B. The Trustee has agreed to act as the first trustee of the Trust.
- C. The terms on which the Trust is established are set out in this Deed.

**OPERATIVE PROVISIONS**

**1 Definitions and interpretation**

**1.1 Definitions**

In this deed, the following definitions apply:

**Appointor** means the person having the power under this deed to appoint or remove a trustee.

**Beneficiary** means one of the Beneficiaries as defined in clause 3.1 at the applicable time.

**Capital** means that part of the Trust Fund as does not constitute Income.

**Category** in relation to Income or Capital means that part or those parts of the Income or Capital which the Trustee has separately identified, characterised, and recorded in the books of account of the Trust as provided in clause 6.

**Child, Children, Grandchildren** includes a legally adopted child or a step child.

**Deed** means this deed of settlement as varied by any instrument of variation properly made from time to time.

**Default Beneficiary** means a Person referred to in clause 14.2(d).

**Distribution** includes a payment, application or setting aside of Income or Capital as the case may be and distribute has a similar meaning.

**Excluded Person**: see definition in clause 16.1.

**Financial Year** means a financial year for which income tax of a person other than a company, is levied under the Tax Acts.

**Income** means the net income of the Trust as defined in section 95(1) of the Income Tax Assessment Act 1936 (Cth):

- (a) excluding any Notional Income and Notional Expense;
- (b) including the full amount of a capital gain (as defined in the Tax Acts); and

*I certify this and the  
following 20 pages to be true  
copy of the original*

*Patrick Brown*  
**Patrick Brown**  
**SOLICITOR**

*18/12/2024*

- (c) subject to any determination of the Trustee under clauses 6.7 and 13.1(j) prior to the end of the relevant Financial Year,

despite that all or part of that Income may at trust law or under accountancy standards otherwise constitute capital.

**Minor** means a person under the age of 18 years.

**Notional Expense** means an allowable deductible taken into account in calculating the net income of the Trust for the relevant Financial Year, that either does not represent any depletion (in either cash or value) of the Trust Fund in that Financial Year or which represents a depletion of the Trust Fund that is coupled with an equal corresponding accretion to the Trust Fund.

**Notional Income** means an amount of assessable income of the Trust taken into account in calculating the net income of the Trust for the relevant Financial Year, that in that Financial Year either does not represent any accretion (of either cash or value) to the Trust Fund or that represents an accretion coupled with an equal corresponding depletion (in cash or value) of the Trust Fund.

**Person** includes a company, legal entity or body of persons.

**Spouse** in respect of a Person means another individual, of any sex, who is in a marriage relationship registered or recognised under a national, state or territory law or if not registered or so recognised, lives with another on a genuine de facto domestic basis as a couple but in either case excludes a former spouse.

**Tax** means any tax or imposition payable to any government or government instrumentality including income tax, capital gains tax, fringe benefits tax, goods and services tax, value added tax, provisional tax, additional tax, penalty tax, stamp duty, a fine or interest for late payment, tax on deposit or withdrawal of funds from any account.

**Tax Acts** means the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth).

**Termination Date** means the date the Trust is wound up in accordance with this Deed.

**Trust** means the trust created by this Deed.

**Trust Fund** means the money paid by the Settlor to the Trustee to establish the Trust, all gifts of money or property to the Trustee and all other money, investments and accretions which become subject to the terms of this Deed and includes a part of the trust fund.

**Trustee** means the trustee or any subsequent trustee for the time being of the Trust.

## 1.2 Interpretation

In this Deed, unless the contrary is expressly provided:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes each other gender;
- (c) headings are for convenience only and do not affect interpretation;
- (d) reference to legislation or a provision of any legislation includes modifications or re-enactments of the legislation, or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under the legislation; and
- (e) the word "including" means including without limitation.

## 1.3 Governing law

The Trust is to be governed by, and this Deed is to be interpreted under the laws of Queensland.

## 2 Establishment of Trust

## 2.1 Name of Trust

The Trust is to be known as the Hyperion Holdings Trust.

## 2.2 Settlement sum

The Trustee acknowledges having received the amount of \$10.00 from the Settlor which the Trustee agrees to hold on behalf of the Trust and subject to the terms of this Deed.

## 2.3 Purpose of Trust

The primary purposes of establishing the Trust are:

- (a) to give to the Trustee the widest possible discretion in the exercise of its powers whether investment or otherwise.

## 3 Beneficiaries

### 3.1 Beneficiaries

- (a) Subject to clauses 3.2 and 3.3, the Beneficiaries of the Trust comprise:

- (i) Persons:

- (A) Gary Shannon (in this clause **Principal Beneficiary**);

- (ii) corporations:

- a company, other than a company which is or has ever has been the Trustee, which now, or before the Termination Date, is incorporated in Australia or under the laws of any other country of which a director, or natural person who beneficially owns a share carrying a right to vote at general meetings, is a Beneficiary of this Trust;

- (iii) secondary trust

- a trustee of any other Trust, whether now existing or created after the date of this Deed (**Secondary Trust**) where;

- (A) a beneficiary or discretionary object of the Secondary Trust is a Beneficiary of this Trust;

- (B) the provisions of the Secondary Trust require a vesting in interest of its Trust property prior to the 80th anniversary of the day before the date of this Trust; and

- (C) the provisions of the Secondary Trust require the beneficiaries of that Secondary Trust to be such so as not to cause this Deed to breach any applicable rule or law against perpetuities; and

- (iv) benevolent objects:

- (A) a trustee of any charitable trust; and

- (B) any association, society, authority, institution, church, religious order, corporation, person or entity which at the time a Distribution of Income or Capital is to be made is exempt from income tax under the provisions of the Tax Acts or if at the relevant time a gift of money to such body is deductible against assessable Income of the donor by virtue of the Tax Acts.

- (b) Clause 16 regarding Excluded Persons may affect this sub-clause.

### 3.2 Additional Beneficiaries

- (a) The Trustee may appoint a natural person who is not a Beneficiary under clause 3.1 to be a Beneficiary or a Default Beneficiary (**Additional Beneficiary**) provided:

- (i) the Trustee obtains the prior written consent of the Appointor to the appointment of the Additional Beneficiary;
  - (ii) subject to clause 3.2(e), the appointment of the Additional Beneficiary is made by an instrument under hand of the Trustee;
  - (iii) the appointment of the Additional Beneficiary is not contrary to any express provision of this Deed;
  - (iv) no person whose appointment would result in infringement of any rule or law against perpetuities or vesting which may apply to the Trust may be appointed as an Additional Beneficiary; and
  - (v) additional Default Beneficiaries are only appointed in accordance with the procedures for amending the terms of this Deed as contained in clause 10.
- (b) Clause 16 regarding Excluded Persons may affect this sub-clause.

### **3.3 Removal of Beneficiaries**

- (a) A Beneficiary, other than a Default Beneficiary, will cease to be a Beneficiary:
  - (i) if by deed expressed to be irrevocable the Beneficiary, not being a Minor, unconditionally declares a determination to no longer be included as a Beneficiary and serves a properly executed copy of the deed on the Trustee; or
  - (ii) where the Trustee with the consent of the Appointor by resolution or deed declares that a Person or a class of Persons is no longer to be included as a Beneficiary and the deed or resolution is expressed to be irrevocable.
- (b) The provisions of clause 3.3(a)(ii) will be effective to exclude as a Beneficiary a Person under a legal disability, or more than one Beneficiary, but will not be effective where the same would result in there being less than two natural Persons as Beneficiaries of the Trust.
- (c) A Person who ceases to be a Beneficiary will not thereby be excluded from subsequently being reappointed or becoming a Beneficiary.
- (d) Nothing in this sub-clause affects the rights of a Person who has ceased to be a Beneficiary to Income or Capital to which the Person becomes entitled prior to the cessation.
- (e) A Default Beneficiary may only cease to be a Beneficiary where a variation of this Deed to that effect is made in accordance with clause 10 and where there will remain at least one Default Beneficiary.

## **4 Income**

### **4.1 Discretionary Distribution**

The Trustee holds the Income of a Financial Year which is available for Distribution upon trust to pay, apply or set aside the Income, or any part of the Income, to or for the benefit of the Beneficiaries, other than a Default Beneficiary who is not otherwise a Beneficiary, or any one or more of them exclusive of the other or others who are living or which are in existence at the time the Distribution of the Income is made in such shares or proportions and from such Category of Income as the Trustee may in its discretion determine.

### **4.2 Accumulation**

- (a) The Trustee may before the end of a Financial Year resolve to accumulate the whole or a part of the Income of that Financial Year whereupon the accumulation will, subject to clause 4.2(c), form part of Capital.
- (b) A resolution to accumulate may be in respect of the whole or a part of one or more Categories of Income. A resolution to accumulate may include, or solely relate to, a specific entitlement determination in respect of a capital gain or a franking credit.
- (c) The Trustee may pay Tax in respect of an accumulation out of the accumulation or out of Capital.

### **4.3 Default distribution of Income**

If by the end of a Financial Year the Trustee fails to effectively distribute the whole of the Income of a Financial Year as

provided in clause 4.1 or to effectively resolve to accumulate the Income as provided in clause 4.2, the Trustee will be taken as having set aside the Income which has not been distributed or so accumulated on Trust absolutely:

- (a) for the Default Beneficiaries named or described in clause 14.2(d)(i) and if more than one, equally; and
- (b) if there are no such Persons, equally for the Default Beneficiaries described in clause 14.2(d)(ii),

and the provisions of clause 4.4 will apply to any Distribution under this clause 4.3.

#### **4.4 Income set aside for a Beneficiary**

If the Trustee has determined that the whole or part of the Income of a Financial Year is set aside for the benefit of a Beneficiary or Income is set aside for a Default Beneficiary pursuant to clause 4.3 (whether the Beneficiary is under a legal disability or not), upon that determination being made or the default distribution occurring, that money until paid to, or applied for the benefit of, the Beneficiary:

- (a) becomes the unpaid entitlement of that Beneficiary;
- (b) if held for that Beneficiary at the end of a Financial Year must be recorded as such in the accounts of the Trust for that Financial Year;
- (c) is held by the Trustee on Trust for the Beneficiary;
- (d) may be mixed with the Trust Fund as provided in clause 13.1(h); and
- (e) will not be entitled to any Income which may accrue in respect of that money or any payment of interest.

#### **4.5 Payment or application to a Beneficiary who is not under a legal disability**

- (a) If the Trustee has determined that the whole or part of the Income, or the unpaid entitlement to Income, of a Beneficiary who is not under a legal disability is to be paid to, or applied for the benefit of, that Beneficiary, the Trustee may deal with that money by:
  - (i) paying the money to the Beneficiary or in such other manner as the Beneficiary may authorise or direct;
  - (ii) payment to a bank or other account in the name of the Beneficiary where the Trustee considers it advisable, appropriate and in the interests of the Beneficiary to do so; or
  - (iii) applying the money in any manner referred to in clauses 4.6(a)(vi) to 4.6(a)(xi).
- (b) Payment may be made to a Beneficiary, not being a natural person, regardless that the Beneficiary may have a liquidator, provisional liquidator, receiver, receiver and manager or administrator appointed to it or in respect of its assets.

#### **4.6 Payment or application to a Beneficiary who is under a legal disability**

- (a) If the Trustee has determined that the whole or part of the Income of a Financial Year or the unpaid entitlement to Income of a Beneficiary who is under a legal disability is to be paid to, or applied for the benefit of, that Beneficiary, the Trustee may deal with that money by:
  - (i) payment to an account with a bank or financial institution in the name of the Beneficiary or in the name of the Trustee or one or more parent, guardian, or other responsible Person, operating the account as Trustee for the Beneficiary;
  - (ii) by payment to a parent or guardian of the Beneficiary to be applied for the benefit of the Beneficiary;
  - (iii) by payment to any other Person or institution as the Trustee may decide to be applied for the benefit of the Beneficiary;
  - (iv) by setting the money aside in a separate account in the books of the Trust in the name of the Beneficiary in which event the provisions of clause 4.4 will apply to that money;
  - (v) by paying the money to any Person who by law is entitled to receive money on behalf of, or to administer property of, the Beneficiary;

- (vi) the Trustee directly expending money on goods or services for the maintenance, support, benefit, advancement in life or comfort of the Beneficiary;
  - (vii) payment whether by way of reimbursement, remuneration, payment in advance or otherwise, to any Person or organisation for the provision of goods or services wholly or substantially to or for the maintenance, support, benefit, advancement in life or comfort of the Beneficiary;
  - (viii) payment of expenses incurred by any Person for the Beneficiary with respect to education, sporting and associated activities for the Beneficiary;
  - (ix) payment of expenses incurred by any Person in respect of the Beneficiary with respect to health services (including health fund expenses and payment for orthodox or alternative medical or paramedical services or expenses) for the Beneficiary whether in Australia or overseas;
  - (x) paying for accommodation for the Beneficiary (whether of a permanent or temporary nature) or in maintaining or paying any expense in respect of premises where the Beneficiary for the time being resides solely or with others; or
  - (xi) payment of Tax assessed to the Beneficiary whether in relation to any Income or Capital (whether or not relating to this Trust) or otherwise.
- (b) The Trustee may, unless otherwise precluded by law, pay from an account referred to in clause 4.6(a)(iv), or an account in the name of the Trustee under clause 4.6(a)(i) of this sub-clause, money which is to be applied for the maintenance, education or advancement of the Beneficiary for whom the account is held.
- (c) Where the Trustee pays or applies money for the benefit of a Beneficiary under a legal disability in accordance with this sub-clause, whether made with or without the obtaining of a receipt:
- (i) the payment or application constitutes a full discharge to the Trustee in relation to the money so paid or applied; and
  - (ii) the Trustee is not bound to see to the application of the money so paid or applied.

#### **4.7 Determination to distribute Income**

- (a) A Distribution of Income may be made by a determination or resolution of the Trustee and upon the determination or resolution being made, the Beneficiary will have an immediate vested indefeasible interest in and to that part of the Income so distributed for the Financial Year to which the determination or resolution relates.
- (b) The determination or resolution may specify a Category and the amount of Income from that Category to which a Beneficiary is specifically entitled in respect of a Financial Year and the determination or resolution may provide to distribute:
- (i) the whole of the Income of any Category;
  - (ii) by reference to a specific sum of any Category; or
  - (iii) a percentage of the Income of any Category.

#### **4.8 Determinations not affected by amendment of Deed**

A determination or resolution to distribute Income to Beneficiaries or a Distribution of Income under clause 4.3 to Default Beneficiaries is not affected by the subsequent exercise of any power of revocation or amendment of this Deed.

#### **4.9 Tax**

Where the Trustee is required by law to pay Tax:

- (a) in respect of Income of a Financial Year distributed to a Beneficiary or to any entitlement or benefit of a Beneficiary out of the Trust Fund or money held by the Trustee on trust for the Beneficiary pursuant to a provision of this Deed, the Trustee may pay the Tax out of Income or Capital to which the Beneficiary is presently entitled or may deduct the Tax out of money which may then or thereafter come into the hands of the Trustee or over which the Trustee has control and to which the Beneficiary is or becomes entitled; and
- (b) in respect of an accumulation of Income, it may pay the Tax out of the Income or from Capital as it may decide.

## **5 Capital**

### **5.1 Distribution of Capital**

Until the Trust is wound up, the Trustee holds Capital for the Beneficiaries as follows:

- (a) on or prior to the Termination Date the whole or any part of the Capital, or of any Category of Capital, is held for such one or more of the Beneficiaries to the exclusion of the others as are then living or in existence at the time the Distribution of Capital is made and if more than one in such shares or proportions as the Trustee in its discretion may at any time determine in the manner provided in this clause 5; and
- (b) on termination of the Trust, the Capital available for Distribution which has not been the subject of an effective determination of the Trustee pursuant to clause 5.1(a) must be held for the Default Beneficiaries named and in the manner described in clause 14.2(d).

### **5.2 Determination of the Trustee**

A determination of the Trustee pursuant to clause 5.1(a) must be either:

- (a) an irrevocable written declaration, instrument or resolution of the Trustee; or
- (b) a written declaration, instrument or resolution of the Trustee made prior to the Termination Date and expressed to be revocable during a period which expires prior to the Termination Date. Such determination will become effective upon the expiration of the relevant period and the Trustee failing to revoke the determination. The period expressed in a revocable determination may be expressed as a fixed period by reference to the occurrence of an event or by reference to the life of a Person or the last survivor of the joint lives or two or more Persons.

### **5.3 Manner of Distribution**

Capital to be distributed by way of a determination, or to a Default Beneficiary pursuant to the provisions of this clause 5, may be effected:

- (a) in any manner in which Income is able to be distributed in accordance with the provisions of this Deed; or
- (b) by the transfer in specie of any asset comprised in the Trust Fund at a valuation determined by or acceptable to the Trustee.

### **5.4 Effect of determination**

When a determination of the Trustee in favour of a Beneficiary becomes irrevocable, the Beneficiary will have an immediate vested indefeasible interest in the Capital the subject of the determination. If the distributed Capital is set aside for a Beneficiary or is otherwise held by the Trustee on trust for a Beneficiary, the Trustee must hold it on a separate Trust for the Beneficiary and the provisions of clause 4.4 with appropriate changes will apply to the Capital so set aside or held in Trust.

### **5.5 No resulting trust**

A determination of the Trustee pursuant to this clause 5 is not effective to the extent to which the determination creates a resulting trust:

- (a) in favour of the Settlor or a child of the Settlor who is a Minor;
- (b) in favour of the Trustee; or
- (c) where the resulting trust would result in a liability arising at any time under any applicable law on account of death or estate duties.

### **5.6 Tax**

Where the Trustee becomes liable to pay Tax in respect of or arising out of a Distribution of Capital, it may deduct and pay the Tax out of the Distribution, and to the extent to which the Distribution may be insufficient to fully discharge the liability, the Trustee may pay the Tax from other money or property which may be in its possession or control as it may decide.

## **6 Categories of Income and Capital**

### **6.1 Categories of Income and Capital**

The Trustee may separately record the following Categories of Income or Capital (or their proceeds) in the accounts of the Trust which under the Tax Acts are:

- (a) Income on which a credit is available for Tax withheld — foreign resident withholding;
- (b) Income on which a credit is available for Tax withheld — managed investment trust fund payments;
- (c) Income for which franking credits are available from a New Zealand company;
- (d) Australian sourced dividends, or distributions from trusts of Australian dividend sourced Income, in either case which is fully franked;
- (e) Australian sourced dividends, or distributions from trusts of Australian dividend sourced Income, in either case which is partly franked;
- (f) net capital gains;
- (g) net Australian small business entity Income;
- (h) other Australian sourced non-primary production Income;
- (i) other Australian sourced primary production Income;
- (j) attributed foreign Income;
- (k) Income to which a foreign Tax or other credit, offset or withholding attaches;
- (l) other assessable foreign source Income;
- (m) other Income which is exempt from tax or subject to differing rates of tax or tax treatment;
- (n) other Income which has or gives rise to any other separately identifiable taxation consequence or benefit; and
- (o) for each Category, a further Category representing Income in the Category which has been accumulated by the Trustee and on which it has paid Tax.

### **6.2 Other Categories**

The Trustee may identify and separately record and maintain in the books of accounts of the Trust, Income or Capital having, or in respect of which there is attached, individual or unique characteristics other than as referred to in the preceding sub-clause.

### **6.3 Allocation of Income or Capital of a category**

A resolution or determination of the Trustee by which Income of a Financial Year or Capital is distributed or accumulated may at the direction of the Trustee separately deal with all or part of the Income or Capital of a Category, so that all or part of that Income or Capital may be specifically or separately allocated and identified in a Distribution to a Beneficiary or in any accumulation.

### **6.4 Allocation of expenses**

Expenses and outgoings of the Trust may at the discretion of the Trustee be allocated against and deducted from Income or Capital of any one or more Categories.

### **6.5 Effect of allocation on Categories of Income**

If the Trustee does not exercise its discretion as provided in the preceding sub-clause, outgoings and expenses of the Trust Fund for a Financial Year must be allocated firstly against and deducted from Income which is not Income of a Category. To the extent to which that Income is insufficient to absorb all expenses and outgoings, then the part which is not so absorbed must be allocated against any Income of a Category to which a Tax credit, rebate or exemption does not attach and thereafter against the remaining Income.

#### **6.6 Distributed Income retains categorisation**

Income or Capital to which a Beneficiary becomes entitled and which can be identified as being of a Category, retains its separate identity on passing to or being received by the Beneficiary or when the Beneficiary otherwise becomes entitled to it.

#### **6.7 Trustee determination with respect to Income**

Despite the definition of Income in clause 1.1, the Trustee may by resolution in respect of the Income of a relevant Financial Year made prior to the end of that Financial Year:

- (a) determine that any relevant amount as being on account of Income or Capital;
- (b) determine that any expense, payment or loss whether or not it is an allowable deduction for the purpose of the Tax Acts as an expense against the whole or a part of Income or Capital of the Trust; and
- (c) make any other determination it considers necessary related to a distribution of Income or Capital to a Beneficiary (including for the purposes of streaming capital gains and franked distributions under the Tax Acts).

### **7 Appointment and removal of trustee**

#### **7.1 Power of appointment**

The power to appoint a new trustee in place of the Trustee or in addition to and jointly with the Trustee and the power to remove the Trustee is, subject to the following provisions of this clause 7, vested in:

- (a) Brett Schraa during his lifetime (**First Appointor**);
- (b) on and from the death of the First Appointor in Rohit Sharma (**Second Appointor**);
- (c) on and from the death of the survivor of the First Appointor and the Second Appointor, in such Person as the survivor may by written instrument or will nominate; and
- (d) on and from the death of the survivor with no nomination having been made or the nominee having died or ceased to be in existence or unwilling to act as Appointor, in the Trustee for the time being.

#### **7.2 Relinquishment of powers of appointment**

The power and authority vested in the Appointor by this clause 7 may at any time be relinquished by notice in writing given by the Appointor to the Trustee in which event the Appointor, upon giving the notice, will cease to act as the Appointor and the following provisions will apply:

- (a) subject to clause 7.2(b), where there are joint Appointors, the other or others as the case may be will so act; or
- (b) the Person who holds office as Appointor and wishes to retire as Appointor may with the written consent of another Person by written instrument on or prior to retirement appoint that other Person in his or her place. The appointee will be the Appointor or a joint Appointor during the lifetime of the Appointor who so retires or until the appointee relinquishes the power of appointment. An appointee upon being so appointed may exercise the power given by his or her Appointor under this Deed during that period.

#### **7.3 Residual power of appointment**

If at any time no Person has the power to appoint a new trustee or an additional trustee, the power is vested in the Trustee for the time being of the Trust.

#### **7.4 Trust fund vests in new Trustee**

Where a trustee or an additional trustee is appointed pursuant to the power of appointment contained in this clause 7, the Trust Fund at that time vests in the Person, or jointly in the Persons, who thereupon becomes the Trustee without the necessity for any vesting, declaration, transfer, conveyance or other assurance.

#### **7.5 Restrictions of power of appointment**

- (a) The power to appoint a new trustee contained in this clause 7 must not be exercised in favour of:
  - (i) the Settlor;
  - (ii) a Person who is solely entitled to exercise the power of appointment for the time being; or
  - (iii) a Person who settles property or money on the Trust by gifting money or property to the Trustee to be held as an accretion to the Trust Fund.
- (b) Where the new trustee is a corporation having a sole director, sole shareholder or both who is a Person described in clause 7.5(a), 7.5(b) or 7.5(c), this clause 7.5 does not operate to restrict the appointment of the company as the new trustee.

#### **7.6 Manner of exercise of power of appointment**

- (a) The power to appoint or remove a trustee may be exercised by memorandum under hand or by deed.
- (b) Nothing in this Deed is to be taken as limiting the right to appoint a corporation or a resident of a place outside Victoria or Australia as trustee.

#### **7.7 First Appointor under a legal disability**

- (a) If the First Appointor becomes subject to a legal disability, including being declared bankrupt or an order being made for the sequestration of the estate of the First Appointor, then from the time of the disability and during the continuance of the disability, the power of appointment and removal vested in the First Appointor will vest in the second Appointor. If the Second Appointor is not then living, the power will vest in the Trustee.
- (b) Upon the First Appointor ceasing to be subject to a disability (including a sequestration order ceasing to have effect), the power of appointment and removal of trustee vested in the Second Appointor will cease and revert in the First Appointor.

#### **7.8 Second Appointor under a legal disability**

- (a) If the Second Appointor becomes entitled to exercise the power of appointment and removal and during that time becomes subject to a legal disability (including being declared bankrupt or an order being made for the sequestration of the estate of the Second Appointor), then from that time the power of appointment and removal vested in the Second Appointor will vest in the Trustee.
- (b) Upon the Second Appointor ceasing to be subject to the legal disability (including the sequestration order ceasing to have effect), the power of appointment and removal of trustee vested in the Trustee will then cease and revert in the Second Appointor.

#### **7.9 Appointment of one or more trustees**

The place of the Trustee who retires, resigns or is removed may be filled by a sole appointment or the appointment of more than one new trustee.

#### **7.10 Transfer of records and property**

Upon the resignation, retirement or removal of the Trustee, the Trustee (if a company by its responsible officer) must promptly, at the expense of the Trust (where the expense is necessary and properly incurred):

- (a) hand to the new trustee all books, records, documents and other property of or pertaining to the Trust;

- (b) do all things necessary to transfer the legal title in the assets of the Trust Fund to the new trustee;
- (c) sign all authorities and directions which the new trustee reasonably considers necessary to give possession or control of the trust property as may be in the hands of third parties; and
- (d) give assistance as the new trustee may reasonably require to put the new trustee into full knowledge of the affairs of the Trust.

## **8 Provisions relating to the Trustee**

### **8.1 No distribution to an Excluded Person**

Clause 16 regarding Excluded Persons may affect this clause.

### **8.2 Remuneration**

- (a) The Trustee may be paid out of Income or Capital remuneration for the Trustee's services by way of periodical fee, salary, commission or otherwise as does not exceed fees charged by the Public Trustee of [*state or territory*] (or any Person succeeding to or substantially taking over those functions) in acting as trustee of an inter vivos trust if it were to carry out or perform duties similar to those performed by the Trustee.
- (b) The Trustee:
  - (i) may pay all costs, charges and expenses of administering the Trust Fund out of the Trust Fund whether from Capital or Income as the Trustee may determine; and
  - (ii) (if the Trustee is an accountant, solicitor or other Person engaged in a profession) in addition to any entitlement under clause 8.2(a), may charge and be paid all usual professional charges for business transacted, or time expended or actions of the Trustee or any employee or partner of the Trustee in connection with the trusts of this Deed including any action which the Trustee not being in a profession could have done personally.

### **8.3 Limitation of liability**

The Trustee is not liable for any loss arising from its administration or management of the Trust other than a loss attributable to:

- (a) dishonesty of the Trustee; or
- (b) the wilful commission of an act known by the Trustee to be a breach of trust.

### **8.4 Indemnity**

Provided the Trustee acts in good faith:

- (a) it is entitled to be indemnified out of the Trust Fund for all debts, damages, obligations or other liabilities incurred, arising or awarded by or against the Trustee in the execution of any power, duty, discretion or authority under this Deed and in respect of all actions, claims, demands and costs relating to or concerning the Trust Fund;
- (b) is entitled to reimbursement from the Trust Fund for all money expended and debts incurred in or about the administration of the Trust; and
- (c) it may apply the Trust Fund or any money or property comprised in the Trust Fund as it may decide to satisfy the rights of reimbursement or indemnity to which it is under this Deed, or otherwise by law, entitled.

### **8.5 Exercise of powers and discretions**

- (a) The Trustee, being a company, may exercise any discretion or power conferred by this Deed:
  - (i) by a resolution of its board of directors or governing body; or

- (ii) by delegating the right and power to exercise a discretion or power to one or more of its directors or members of its governing body appointed unanimously by the board of directors or governing body for that purpose and may by majority resolution of its directors terminate the delegated authority.
- (b) All powers and discretions conferred upon a Trustee by this Deed or by law may be exercised regardless that the Trustee, or any Person being a director or shareholder of a corporate Trustee:
  - (i) has or may have a direct, indirect or personal interest (whether as shareholder, director, member or partner of any company or partnership or otherwise) in the manner or result of exercising the power or discretion; or
  - (ii) may benefit directly or indirectly as a result of the exercise of a power or discretion,

despite that the Trustee for the time being is the sole trustee of the Trust.

- (c) Unless a power or discretion which may be exercised by the Trustee is required by the terms of this Deed to be irrevocable, the Trustee may release or revoke any power conferred upon it by this Deed. Any other Person upon whom a power is conferred by this Deed may release or revoke the power so conferred. Upon the exercise of any release or revocation pursuant to this clause 8.5(c), the power released or revoked will be determined until the power or discretion is again granted to the Trustee unless the determination is made on an irrevocable basis.

#### **8.6 Professional advice**

- (a) The Trustee may take and act upon the opinion of a solicitor or barrister of not less than six years standing who has verified to the Trustee that he or she has during that time practised in the jurisdiction where interpretation of the provisions of this Deed or any document or statute or any matter concerning the administration of the Trust is to be determined.
- (b) Where the Trustee acts in reliance upon advice referred to in paragraph 8.6(a), the Trustee will not be liable to any Person beneficially interested in respect of any act done or omitted to be done by the Trustee.
- (c) Nothing in this clause prohibits or impedes the Trustee from applying to a court having appropriate jurisdiction.

#### **8.7 Manager**

The Trustee is not bound to act personally and may employ a manager or other Person to transact all or any business to be done or performed by the Trustee, including the receipt and payment of money, and the Trustee may determine the remuneration to be paid to that Person.

#### **8.8 Vacation of office**

The office of trustee will be determined and vacated if the Trustee:

- (a) being an individual, lacks capacity to act or becomes a Person whose person or estate is liable to be dealt with in any way under the law relating to mental health or if the Trustee becomes bankrupt or makes any arrangement or composition with creditors generally; or
- (b) being a company, enters into liquidation, whether compulsory or voluntarily (not being a voluntary liquidation for the purposes of amalgamation or reconstruction) or has a receiver, receiver and manager or administrator appointed or makes or enters into any composition or scheme of arrangement with its creditors.

### **9 Custodian and nominee trustee**

#### **9.1 Custodian and nominee trustee**

The Trustee need not register property, including a security, being part of the Trust Fund in the name of the Trustee but may register that property in the name of a custodian or nominee without the necessity of disclosing that the custodian or nominee holds the property as nominee for and on behalf of the Trustee.

## **9.2 Deposit of documents of title**

The Trustee:

- (a) may deposit the documents of title to property or securities being part of the Trust Fund with a solicitor, accountant, bank, trust company, investment or stock broker or like institution in any part of the world in which any of the Trust Fund is invested or situated; and
- (b) will not be liable or responsible for any loss not caused by its own fault which may in any manner occur in relation to, or by reason of, the Trustee acting in this manner.

## **10 Variation of trust**

### **10.1 Variation of trust deed**

Subject to clause 10.2, at any time prior to the Termination Date the Trustee may, with the written consent of the Appointor (if any), by deed alter, delete, vary or revoke any trust, power or provision of this Deed and may declare or insert any new or other trust, power or provision in this Deed other than this clause 10.1, clause 10.2 and clause 16.

### **10.2 Restriction on variation**

An alteration, deletion, variation, revocation or insertion pursuant to clause 10.1 must not:

- (a) divert or modify a vested interest of a Beneficiary in Income or Capital or the investments representing the vested interest or Income derived from an investment to which a Beneficiary has become absolutely entitled pursuant to this Deed;
- (b) infringe any applicable law or rule against perpetuities or relating to remoteness of vesting or the period during which Income may be accumulated or otherwise extend the Termination Date in breach of any applicable law or rule against perpetuities or result in any provision of the Trust becoming void; or
- (c) alter, delete, vary or revoke clause 16.

## **11 Accounts**

### **11.1 Preparation of financial accounts**

In each Financial Year the Trustee must cause financial statements, including a profit and loss account and balance sheet as at the end of each Financial Year, to be prepared by a qualified chartered or public accountant authorised to practise in the place where the financial affairs of the Trust are in the main conducted, certified by the accountant to be a true and proper statement of the affairs of the Trust Fund setting out all:

- (a) Income;
- (b) Capital;
- (c) costs and disbursements and other outgoings paid or payable out of the Trust Fund and chargeable against Income;
- (d) Capital expenditure and liabilities chargeable to Capital;
- (e) investments and money comprised in the Trust Fund;
- (f) amounts distributed by the Trustee to each Beneficiary;
- (g) money distributed to a Beneficiary which is held by the Trustee on trust for a Beneficiary under the terms of this Deed;
- (h) Income accumulated by the Trustee, including the Tax paid on and deducted from such accumulation; and
- (i) to the extent to which the Trustee may require, the separate recording of any Category of Income or Capital.

## **11.2 Financial records**

The Trustee must:

- (a) establish and maintain proper accounts in book or computer form which must accurately record all receipts and outgoings in relation to the Trust Fund; and
- (b) separately record Income and Capital of different categories as are provided by this Deed as the Trustee may decide.

## **11.3 Provision of financial statements**

The Trustee must at the request of the Appointor supply to the Appointor:

- (a) a copy, or in the case of computer recording a hard copy, of the financial statements certified as provided in clause 11.1; and
- (b) such information and explanations as the Appointor may require.

## **11.4 Trustee may audit accounts**

- (a) The Appointor may by notice in writing to the Trustee given at any time, require the financial statements of the Trust to be audited by an auditor nominated by the Trustee and approved by the Appointor.
- (b) The costs of an auditor referred to in paragraph 11.4(a) are to be paid out of the Trust Fund.
- (c) If the Trustee fails:
  - (i) to nominate an auditor within 14 days of the giving of a notice referred to in paragraph 11.4(a); or
  - (ii) to nominate an Appointer approved auditor within 28 days of the giving of a notice referred to in paragraph 11.4(a),

the Appointor may at any time thereafter appoint an auditor who will continue to hold office as auditor until removed by the Trustee with the consent of the Appointor.

## **12 Investment of Trust Fund**

### **12.1 Power to invest and vary investments**

The Trustee may invest the Trust Fund in any form of investment and vary an investment at any time as trustees are so authorised by law and as if the Trustee was the absolute owner of the Trust Fund and acting in its personal capacity.

### **12.2 Diminishing the duty of care**

Unless the Trustee's profession, business or employment is or includes acting as a trustee or investing money on behalf of other Persons, there is no obligation on the Trustee in exercising a power of investment to exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other Persons.

### **12.3 Review of investment performance**

The Trustee may, but is not required to, review at any time or at fixed intervals the performance (individually or as a whole) of the investments comprising the whole or part of the Trust Fund.

### **12.4 Broadening of investment power**

- (a) The Trustee may exercise the power to invest the Trust Fund or vary an investment without the need to comply with any rule or principle of law or equity including:
  - (i) a duty to exercise the powers of a trustee in the best interests of all present and future Beneficiaries;

- (ii) a duty to invest the Trust Fund in investments which are not speculative, hazardous or involving waste; and
  - (iii) a duty to act impartially towards Beneficiaries and between different classes of Beneficiaries.
- (b) For the purposes of this and the next sub-clause, the expressions "vary an investment" and "varying an investment" includes realising an investment or a change of the terms upon which an investment is held.

### 12.5 Investment advice

In exercising the power of investment, the Trustee may, but is not required to, having regard to the size and nature of the Trust Fund, do either or both of the following:

- (a) obtain and consider independent and impartial advice for the investment of the Trust Fund, varying an investment or the management of the investment from a Person whom the trustee reasonably believes to be competent to give the advice; and
- (b) pay out of the Trust Fund the reasonable costs of obtaining the advice.

## 13 Powers

### 13.1 General powers

In the administration of the Trust and in the exercise of the powers, authorities and discretions conferred by this Deed or by law, the Trustee has the following powers which are in addition to the powers, authorities and discretions vested in it by any other provision of this Deed or by law and which do not limit the powers, authorities and discretions otherwise vested in the Trustee by this Deed or by law:

- (a) generally deal with Trust Fund: to sell, call in, convert into money, grant options or rights to purchase, mortgage, charge, sub-charge, grant security interests in, carry on business, or otherwise deal with, dispose of or transfer any item or asset comprising the whole or part of the Trust Fund or otherwise held by the Trustee under the terms of the Trust for such consideration and on such terms as in its discretion it may think fit as if it were the absolute and beneficial owner of the Trust Fund;
- (b) power to lend: to lend money forming part of the Trust Fund, or give credit to any Person or company on such terms as the Trustee may decide, in particular without limiting the generality of the foregoing, to a Beneficiary, or Person having an interest in or the holder of an office in the Trustee and the lending or giving of credit may be made at call or for a period of time and may be made at a rate of interest or at no interest, and may involve taking of security in any form or without security;
- (c) power to borrow: to raise or borrow money either alone or jointly with another or others, from any Person including a firm or company, either bearing or free of interest and on terms and for purposes as the Trustee may decide, and to secure the repayment of any money or other indebtedness by mortgage, charge or other security or encumbrance over the whole or part of the Trust Fund as the Trustee may decide or to have the repayment secured over property of a third party which may include property of the Trustee or a Beneficiary, whether the third party collateral security is given alone or jointly with property of the Trust Fund and no lender is required to inquire as to whether the necessity for the borrowing has arisen or as to the purpose for which it is required, or as to the application of money borrowed;
- (d) commercial bills: to draw, endorse, accept, guarantee or be a party in any way to a commercial bill or other bill of exchange, promissory note, letter of credit, hypothecation or other facility involving the raising, borrowing or lending of money by or to the Trustee;
- (e) attorney: to appoint any Person as the representative or attorney of the Trustee for the purpose of executing any document which the Trustee is permitted or authorised to execute by this Deed or by law and to revoke any appointment;
- (f) delegate: to authorise any Person to act as its agent or delegate to hold any investment being part of the Trust Fund as custodian or nominee and to perform any act or exercise any discretion within the Trustee's power including the power to appoint in turn its own agent or delegate. The appointment may be in respect of more than one delegate or severally and may include provisions to protect those dealing with the agent or delegate;

- (g) guarantees and indemnities: power, whether with or without security and whether alone or jointly or severally or both jointly and severally with any other Person, to guarantee, indemnify, secure by way of mortgage, charge, security or otherwise over the whole or part of the Trust Fund or undertake in any way the payment or repayment of money or debts (including any interest whether existing or to accrue) previously or then lent or to be advanced or any existing or future duties, undertakings, liabilities or obligations incurred or which may at any future time be incurred by any Person whether a Beneficiary or not and to guarantee, indemnify or secure, with or without security, the due performance of any contract, agreement, covenant or obligation of any Person whether a Beneficiary or not;
- (h) to mix funds: to mix the Trust Fund including its Income and any other money held from time to time by the Trustee pursuant to these trusts with other money held by the Trustee pursuant to any provision of this Deed or under any other trust and:
  - (i) to invest the money so mixed in any investment, property, interest, arrangement or business or in any other mode or manner in which the Trustee may by law or by this Deed be empowered to invest the Trust Fund;
  - (ii) to exercise all powers, authorities and discretions with respect to the mixed fund which the Trustee is by this Deed or by law authorised to exercise with respect to the Trust Fund; and
  - (iii) to make arrangements with respect to the money and their investment with any other Person as the Trustee would be authorised or empowered by law or by this Deed to make or enter into;
- (i) trustee's power to deal with itself: despite any rule of law to the contrary, to acquire as property of the Trust Fund real or personal property the beneficial interest in which is at the date of acquisition the absolute property of the Trustee in its own right or as trustee of another fund provided that any property so acquired is acquired for a consideration being not greater than the current market value of the property and upon acquisition the beneficial interest in the property will be held by the Trustee upon the trusts contained in this Deed;
- (j) determination between Capital and Income: to determine whether real or personal property, or any increase or decrease in value of any property, or any receipts or payments from, for or in connection with real or personal property, is to be treated as and credited or debited to Capital or to Income of the Trust Fund and generally to determine all matters as to which any doubt may arise in relation to the execution of the Trust and powers of the Trust and every determination of the Trustee in relation to any of these matters, whether 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, binds all interested parties and may not be objected to on any ground;
- (k) power to appropriate Trust Fund in specie: to appropriate in specie any portion of the Trust Fund, or any investment to or towards the share or entitlement of a Beneficiary and to charge the share or entitlement with a sum of money by way of equality as the Trustee may think fit and for these purposes the Trustee may fix the value of any real or personal property forming part of the Trust Fund and the appropriation, charge and valuation will be binding on all Persons who may at any time be entitled to any interest in the Trust Fund; and
- (l) release of powers: by irrevocable deed to renounce and release any power conferred on the Trustee under the Trust in respect of the whole or part of the Trust Fund or the Income and upon the renunciation and release coming into effect, the power is to be taken to be at an end and no longer exercisable by the Trustee to the extent of the renunciation and release.

### **13.2 Power to act as a director**

The Trustee, being a natural person, may become a director of any company in which any money forming part of the Trust Fund is from time to time invested and may receive the remuneration attached to the office without being liable to account.

### **13.3 Power to act despite personal interest**

The Trustee may exercise or concur in exercising all powers and discretions given under this Deed or by law despite that it, or any Person being a director or shareholder of the Trustee:

- (a) has or may have a direct or indirect interest in the mode or result of exercising the power or discretion; or
- (b) may benefit either directly or indirectly as a result of the exercise of the power or discretion,

despite that the Trustee for the time being is the sole trustee.

## **14 Winding up of Trust**

### **14.1 Termination date**

The Trust must wind up and terminate on the first to occur of:

- (a) the date which the Trustee with the written consent of the Appointor determines to be the Termination Date; or
- (b) the 80th anniversary of the day before the date of this Deed [*drafting note: if South Australia is the governing law and there is no applicable rule against perpetuities, amend accordingly*].

### **14.2 Procedure on termination**

Subject to any provision of this Deed which limits or restricts Distributions of Capital, the Trustee must at the Termination Date:

- (a) pay out or otherwise discharge and satisfy all debts and liabilities in relation to the Trust;
- (b) distribute the Income in any manner expressly provided by this Deed and any Income not distributed will form part of Capital;
- (c) distribute Capital in any manner expressly provided in clause 5; and
- (d) hold the remainder of the Trust Fund on trust for the following Default Beneficiaries:
  - (i) such of Default Beneficiary pursuant to clause 3.2 as are living on the Termination Date and if more than one in equal shares as tenants in common and if a Default Beneficiary dies before the Termination Date leaving issue living on that date:
    - (A) such issue will take equally among themselves the share to which their parent would otherwise have been entitled had that parent been living on the Termination Date; and
    - (B) such issue are not to be taken to be, or be capable of becoming, a Default Beneficiary until the death of the parent of that Person and unless at the time such issue is a Beneficiary by reason of clause 3.1; and
  - (ii) if the whole or any part of the Trust Fund fails to so vest in any one or more of the Default Beneficiaries set out in clause 14.2(d)(i), for such of the following charitable objects as are in existence on the Termination Date and if more than one in equal shares:
    - (A) HeartKids Limited ABN 22 613 854 336; and
    - (B) Wish Foundation Limited ABN 22 601 433 774;

the receipt of the treasurer, secretary or other officer of the administrative body of a charitable object will be a sufficient discharge to the Trustee.

### **14.3 Distribution in specie**

On the winding up of the Trust, the Trustee may distribute property comprised in the Trust Fund in specie in satisfaction of a part of the Trust Fund to which a Beneficiary is entitled.

### **14.4 Accounts on winding up of the Trust**

On the winding up of the Trust, the Trustee must:

- (a) cause to be prepared financial statements as at the Termination Date which must comply with the provisions of clause 11;
- (b) (if at that time there is an Appointor) make available to the Appointor a signed and certified copy of the financial statements in printed form which include particulars of all Distributions of Capital; and

- (c) (if at that time there is no Appointor) supply a copy of all such statements and particulars to each Beneficiary entitled to receipt of Income or Capital on the winding up.

## **15 Resettlement**

### **15.1 Resettlement**

- (a) Subject to clause 15.2, the Trustee may with the written consent of the Appointor (if any) pay, or transfer with or without consideration, the whole or part of the Trust Fund to a trustee (New Trustee) for the time being of another trust (New Trust) constituted under the laws of any state or territory of Australia, or any country other than Australia, and whether or not the New Trust is in existence at the date of this Deed, provided that any one or more of the Beneficiaries of the Trust has an interest in the capital or income of the New Trust or a right as a discretionary object similar to any right which a Beneficiary may have under this Trust.
- (b) Upon such payment or transfer to the New Trustee, the money or property so paid or transferred will be held by the New Trustee:
  - (i) freed and discharged from the trusts of this Deed; and
  - (ii) on the terms of the New Trust as an addition to the property comprised in the New Trust:
    - (A) irrespective of whether the New Trustee or any one of them is resident outside the jurisdiction of the courts of the [state or territory] or Australia;
    - (B) irrespective of whether the proper law of the New Trust is the law of any other state or territory or country; and
    - (C) without the Trustee being bound to see to the application of that money.
- (c) A resettlement under this clause 15 will bind all Persons who are bound under this Deed. Where the Trustee is also the New Trustee, it may at any time declare that it holds the Trust Fund or a part of the Trust Fund as trustee of the New Trust whereupon the Trust Fund or such part of the Trust Fund is to be taken to have been paid or transferred to it as New Trustee and held on the terms of the New Trust and will take effect accordingly.

### **15.2 Restriction on resettlement**

No resettlement pursuant to clause 15.1 may:

- (a) divert or modify a vested interest of a Beneficiary in Income or Capital or the investments representing that vested interest or Income derived from any such investment to which a Beneficiary has become absolutely entitled pursuant to this Deed; or
- (b) infringe any applicable law or rule against perpetuities or relating to remoteness of vesting or the period during which Income may be accumulated or otherwise extend the Termination Date in breach of any applicable law or rule against perpetuities or result in any provision of the Trust becoming void.

## **16 Excluded Persons**

### **16.1 Definitions**

In this clause 16:

**Excluded Person** means the Settlor, a child of the Settlor while they are a Minor and the Person who is the Trustee so long as that Person is the Trustee.

### **16.2 Exclusion of Excluded Persons**

- (a) Despite any other provision of this Deed:
  - (i) an Excluded Person cannot be a beneficiary;
  - (ii) an Excluded Person cannot be appointed as a beneficiary;

- (iii) no distribution can be made to an Excluded Person;
  - (iv) no discretion or power conferred by this Deed may be exercised and no provision of this Deed operates so as to confer any direct or indirect benefit in the trust fund on any Excluded Person;
  - (v) the Trust cannot be resettled if the resettlement would permit or was capable of permitting a distribution to be made to an Excluded Person; and
  - (vi) this Deed cannot be amended to negate any of the provisions of paragraphs (i) to (v).
- (b) For clarity, where the Trustee is a company having a sole shareholder, a sole director or a sole director or shareholder who is a Beneficiary, the Trustee is not to be taken to be in breach of clause 16.2(a) by distributing Income or Capital to the sole shareholder or sole director.
- (c) For clarity, the following payments under this Deed to the Trustee are not distributions:
- (i) payment of remuneration;
  - (ii) reimbursement of disbursements incurred; and
  - (iii) payment under the Trustee's indemnity out of the Trust Fund.

### **16.3 Entrenchment**

- (a) Nothing in this clause 16 is to be taken as restricting the power of the Trustee to increase (but not decrease) the number of Persons within the definition of Excluded Persons.
- (b) Subject to paragraph 16.3(a), despite any other provision of this Deed, this clause 16 is irrevocable and cannot be amended or removed from this Deed.

Executed as a deed on 6 February 2024

Signed sealed and delivered by Patrick Brown in  
the presence of:

*Patrick Brown*

\_\_\_\_\_  
Signature of Settlor

\_\_\_\_\_  
Patrick Brown

\_\_\_\_\_  
Print name

*Josh Tews*  
\_\_\_\_\_  
Josh Tews (Feb 6, 2024 17:03 GMT+10)

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Josh Tews

\_\_\_\_\_  
Print name

Executed by OXCORP PTY LTD in accordance with section 127(1) of the Corporations Act:

*Gary Shannon*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gary Shannon

\_\_\_\_\_  
Print name

# 505.5 Deed establishing discretionary trust

Final Audit Report

2024-02-06

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-02-06                                   |
| By:             | Josh Tews (josh@patbrownlegal.com.au)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAMO84TvbhWIntc2LvsHgGb-Kb-alKuucT |

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