

**THE LOCAL GOVERNMENT ASSOCIATION OF
WESTERN AUSTRALIA and THE COUNTRY SHIRE
COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA**

DEED OF VARIATION

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Reference SJF:AJP 60-1053509

DEED OF VARIATION

Sec 119
for Commissioner of State Revenue

DEED OF VARIATION dated *5th June* 2002

BY THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA both of 15 Altona Street, West Perth, Western Australia ('the Trustees')

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 05/06/02 12:15 001860740-001
FEE \$ *****0
SD \$ *****.00 PEN \$*****.00

RECITALS

- A : By Deed of Trust undated but stamped 12 February 1980 (~~the~~ Original Deed) made between CHARLES WILSON TUCKEY, LYAL GORDON RICHARDSON, GORDON LAWRENCE KILPATRICK, HARRY STICKLAND and MAXWELL RAY FINLAYSON ('the Original Trustees') and THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and THE COUNTRY SHIRE COUNCILS ASSOCIATION the Original Trustees declared that they would hold the property therein referred to as the Headquarters and the monies therein referred to as the Trust Fund upon trust for the beneficiaries specified in the second schedule to the Original Deed ('the Original Beneficiaries') upon the terms and conditions therein contained ('the Original Trust').
- B By Deed dated 2 October 1981 made between the Original Trustees and the Trustees the Original Trustees retired and appointed the Trustees as the trustees of the Original Trust in their place.
- C By Deed dated 4 May 1994 ('the New Deed') the Trustees (in the New Deed referred to as THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC)) amended the terms of the Original Deed and it was thereby agreed that the proceeds from the sale of the Headquarters and the Trust Fund and the income thereof should be from 17 February 1993 held upon the terms and conditions set out in the New Trust Deed ('the Trust').

- D The New Deed confirmed that the Shires of Kent and Ashburton had inadvertently been omitted as beneficiaries from the Original Deed and that the beneficiaries of the Trust were the beneficiaries named in the New Deed ('the Beneficiaries').
- E Clause 21.1 of the New Deed provides that the Trustees may at any time and from time to time (with the consent of not less than 75% of the Beneficiaries) by deed revoke add to or vary the trusts of the New Deed or declare (inter alia) any new or other powers authorities or discretions concerning the management control or investment of the Trust Fund upon the terms contained therein.
- F The Trustees wish to add to and vary the New Deed upon the terms set out hereunder.
- G More than 75% of the Beneficiaries have consented in writing to the amendments to the New Deed and the records relating to this consent will be placed with the original of this Deed of Variation.

OPERATIVE PART

1. The Trustees in exercise of the power given to the Trustees by clause 21.1 of the New Deed and with the consent of more than 75% of the Beneficiaries hereby add to and vary the New Deed and declare the following new powers in respect of the management of the Trust Fund as follows:
- (a) add the following definitions to Clause 2.0:
- "Association" means the WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION;
- "Country Constituency" means the Local Governments that are members of the Association and are situated within the geographical area of the State of Western Australia outside the Metropolitan Region Planning Scheme.
- "Metropolitan Constituency" means the Local Governments that are members of the Association and are situated within the geographical area of the State of Western Australia within the Metropolitan Region Planning Scheme;

"State Councillor" means a member on the State Council of the Association elected or appointed by the Country Constituency or the Metropolitan Constituency.

(b) delete Clause 14.1 and substitute a new Clause 14.1 as follows:

14.1 The Board of Management shall comprise:

- (i) the President and Deputy President of the Association;
- (ii) a State Councillor from the Country Constituency;
- (iii) a State Councillor from the Metropolitan Constituency;
- (iv) a representative from the beneficiaries in the Country Constituency;
- (v) a representative from the beneficiaries in the Metropolitan Constituency; and
- (vi) the Chief Executive Officer of the Association.

(c) delete Clause 15.3 and substitute a new Clause 15.3 as follows:

- 15.3
- (a) The Nominee of the President and Deputy President of the Association may be any person duly elected to the position of State Councillor who is also a councillor, mayor or president of a Local Government being a member of the Association.
 - (b) The Nominee of a State Councillor of the Metropolitan Constituency and the Country Constituency may be any person duly elected to the position of State Councillor who is also a councillor, mayor or president of a Local Government being a member of the Association.
 - (c) The Nominee of a representative from the beneficiaries in the Country Constituency may be any person who is an elected member or serving officer of a Local Government which is a beneficiary and a member of the Association.

- (d) The Nominee of a representative from the beneficiaries in the Metropolitan Constituency may be any person who is an elected member or serving officer of a Local Government which is a beneficiary and a member of the Association.
- (e) The Nominee of the Chief Executive Officer may be any person who is a senior employee of the Association.

(d) delete Clause 15.4(e) and substitute a new Clause 15.4(e) as follows:

15.4(e) shall not be valid unless the instrument is deposited at the Head Office of the Association or at such other place within the State as is specified for that purpose in the notice convening the meeting prior to the commencement of the meeting to which it relates.

(e) delete Clause 15.6 and substitute a new Clause 15.6 as follows:

15.6 No business shall be transacted at any meeting of the Board of Management unless there is a quorum. The number of members necessary to constitute a quorum shall be the number which is one half of the members eligible to vote in accordance with Clause 15.10(b) plus one. For the purposes of determining whether a quorum is present persons attending as Nominees shall be deemed to be members of the Board of Management.

(f) delete Clause 15.10(a) and substitute a new Clause 15.10(a) as follows:

15.10(a) At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands. Resolutions must be carried by an absolute majority.

(g) add a new Clause 22 as follows:

22. RETIREMENT AND APPOINTMENT OF TRUSTEES

22.1 Any trustee of the Trust may retire as trustee of the Trust. The right to appoint any new or additional trustee or trustees of the Trust is hereby vested in the retiring or continuing trustee. A corporation or incorporated association may be appointed as trustee of the Trust.

22.2 Where a corporation or incorporated association is appointed as trustee of the Trust then it shall not be obligatory to appoint more than one new trustee notwithstanding that the original number of trustees of the Trust was five.

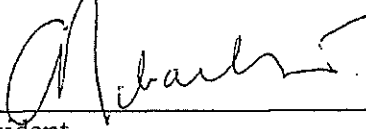
(h) that from the proclamation of the Local Government Act 1995:

- (i) the references in the New Deed to Local Government Act means the Local Government Act 1995 as amended;
- (ii) the references in the New Deed to 'Local Authority' means 'Local Government' as defined in Section 1.4 of the Local Government Act; and
- (iii) the references in the New Deed to Section 13(2) of the Local Government Act means Section 2.1 and Schedule 2.1 of the Local Government Act.

2. This Deed of Variation has effect from the date hereof.

EXECUTED as a Deed

The Common Seal of The Local
Government Association of Western
Australia is hereunto affixed in the
presence of:)



President



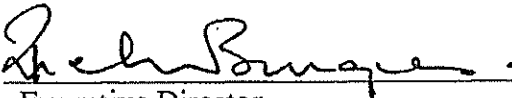
Executive Director



The Common Seal of The Country
Shire Councils' Association of Western
Australia is hereunto affixed in the
presence of:



D/ President



Executive Director





MINTER ELLISON NORTHMORE HALE

BARRISTERS & SOLICITORS

1994

THE LOCAL GOVERNMENT ASSOCIATION
OF WESTERN AUSTRALIA (INC) and
THE COUNTRY SHIRE COUNCILS'
ASSOCIATION OF WESTERN AUSTRALIA (INC)

TRUST DEED

LEVEL 11 CENTRAL PARK
150-155 STONE ROSE TERRACE
PERTH WESTERN AUSTRALIA

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IN 114 PERTH

Addressed to THE ATTORNEY GENERAL

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MINTER ELLISON
150-155 STONE ROSE
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THE ATTORNEY
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THE LOCAL GOVERNMENT ASSOCIATION
OF WESTERN AUSTRALIA (INC) and
THE COUNTRY SHIRE COUNCILS'
ASSOCIATION OF WESTERN AUSTRALIA (INC)

TRUST DEED

Ref: REM:273565

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EXEMPT from W.A. Stamp Duty

for Commissioner of State Taxation

THIS DEED dated

4th May

WESTERN AUSTRALIA STAMP DUTY
28/05/94 24201010 MTF 1994
EXEMPT (SECTION 117 OF THE STAMP DUTY ACT 1985)

BY THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC) both of 15 Altona Street, West Perth, Western Australia ('the Trustees')

RECITALS

- A. By the Original Deed the Original Trustees agreed to hold the property therein referred to as "the Headquarters" and the monies therein referred to as "the Trust Fund" upon trust for the beneficiaries specified in the Second Schedule thereto ("the Original Beneficiaries") in the respective proportions specified in column 3 thereof and upon and subject to the trusts therein contained ("the Original Trust");
- B. By the Amending Deed the Original Trustees retired and appointed the Trustees as the trustees of the Original Trust in their place;
- C. The Shires of Kent and Ashburton contributed \$4,000 and \$7,000 respectively to the Original Trust but were not listed as beneficiaries in the Second Schedule to the Original Deed;
- D. Notwithstanding that they were not listed as beneficiaries of the Original Trust the Original Deed was at all times read and construed by the Original Trustees, the Trustees and the Original Beneficiaries as if:-

(i) the words

"Shire of Kent	\$4,000	4/582
Shire of Ashburton	\$7,000	7/582"

were included therein, and

STATE TAXATION

Stamp

26 MAY 1994

(ii) the figure "571" wherever appearing in column 2 of the Second Schedule to the Original Deed read "582";

E. With the consent and by the direction of each of the Original Beneficiaries and of the Shires of Kent and Ashburton the Trustees have sold the Headquarters and have thereafter held the net proceeds of sale thereof and the Trust Fund UPON TRUST for the Original Beneficiaries and the Shires of Kent and Ashburton in the respective proportions stated in the Second Schedule to the Original Deed read and construed as if amended in the manner stated in Recital D hereof ("the Trust");

F. The Original Beneficiaries and the Shires of Kent and Ashburton and the Trustees have agreed that:-

(i) the Trust Fund constituted by the Trust shall be divided into units,

(ii) each of the Original Beneficiaries and the Shires of Kent and Ashburton shall hold the respective number of units in the Trust Fund as are set out adjacent to their names in the First Schedule hereto, and

(iii) consequent upon the foregoing the initial number of units in the Trust shall be 582.

G. The Original Beneficiaries and the Shires of Kent and Ashburton have directed the Trustees that the Trustees shall hold and shall at all times from and including the Commencement Date be deemed to have held the Trust Fund on the trusts set out in this Deed and subject to the terms and conditions hereinafter contained as the Trustee hereby acknowledges;

H. The Trustees have purchased the property described in the Second Schedule hereto out of the Trust Fund and hold the same upon the trusts declared in this Deed;

I. The benefit of the trusts herein declared shall enure for the Local Authorities who shall from time to time hold units in the

Trust Fund in the same manner and to the extent provided for in this Deed.

OPERATIVE PART

1.0 INTERPRETATION

The section headings herein are inserted for convenience only and do not define, limit, describe or affect scope, intention, construction or effect of any of the provisions herein contained.

2.0 DEFINITIONS

In this Deed and in any instrument or Agreement entered into, executed or issued hereunder where the context so admits:-

'accounting period' means (until otherwise decided by the Trustees pursuant to the provisions hereinafter contained) each period of 12 months ending on 30 June in each year PROVIDED THAT the period from Commencement Date until 30 June next occurring and the period commencing on 1 July next preceding the Vesting Date until the Vesting Date shall each be deemed to be an accounting period;

'Amending Deed' means a Deed dated the *Second* day of *October* 1981 made between the Original Trustees and the Trustees;

'beneficiary' means any Local Authority which from time to time holds units in the Trust Fund;

'Commencement Date' means the 17th day of February 1993;

'Headquarters' means the former headquarters of the Trustees being the property situate at 134 Adelaide Terrace, Perth, Western Australia;

'Local Authority' means any municipality as defined in Section 9(4) of the Local Government Act;

'Local Government Act' means the Local Government Act 1970 (as amended);

'relevant date' means:-

- (a) in the case of the issue of additional units in the Trust Fund the date upon which the Trustees determine to issue such units;
- (b) in the case of the payment or application of income means the last day of the relevant accounting period;

'Original Beneficiaries' means those Local Authorities listed in the Second Schedule of the Original Deed;

'Original Deed' means the Deed undated but stamped 12 February 1980 made between the Original Trustees and the Trustees;

'Original Trust' means the trust constituted by the Original Deed;

'Original Trustees' means Charles Wilson Tuckey of Post Office Box 99, Carnarvon, Businessman; Lya! Gordon Richardson of 46 River Road, Maddington, Accountant, Gordon Lawrence Kilpatrick of Post Office Box 25, Beverley, Farmer, Harry Strickland of 5 Cann Road, Attadale, Retired and Maxwell Ray Finlayson of 62 Killarney Street, Kalgoorlie, Retired;

'the Trust' means the Trust hereby established;

'Trustees' means the Local Government Association of Western Australia (Inc.) and the Country Shire Councils' Association of Western Australia (Inc.);

'the Trustees Act' means the Trustees Act 1962 (as amended).

'Trust Fund' means:-

- (a) the net proceeds of sale of the Headquarters and the balance of the Trust Fund constituted by the Original Deed

as at the date of termination of the Trust established pursuant to the Original Deed;

- (b) all other monies paid to and accepted by the Trustees on the issue of units pursuant to the terms hereof or otherwise paid to or received or held by the Trustees or held on the Trustees' behalf under the provisions hereof;
- (c) any accumulations of income hereinafter directed or empowered to be made;
- (d) the investments, property and money and all accretions and accumulations thereto from time to time paid to or received or held by or on behalf of the Trustees under the provisions hereof;

'Vesting Date' means the expiration of 79 years from the date of commencement of the Trust;

'Value' in relation to any real or personal property comprising the Trust Fund or any part thereof means:

- (a) in the case of the deposit of money the amount of such deposits; and
- (b) in the case of real property investments the most recent market value thereof assessed or determined by a licensed valuer appointed for that purpose by the Trustees given or made not more than 3 years prior to the relevant date or if such market value shall not have been assessed or determined as aforesaid within such 3 years then as given or made for the purpose of ascertaining the market value at the relevant date.

The singular includes the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and references to any Act or Ordinance shall be deemed to include every amendment thereto or re-inactment thereof and any Act or Ordinance inacted or made in lieu thereof.

3.0 **DECLARATION OF TRUST**

In consideration of the terms of this Deed the Trustees HEREBY DECLARE that they have at all times since the Commencement Date and shall henceforth stand possessed of the Trust Fund and the income thereof upon the trusts and with and subject to the duties rights powers authorities and discretions herein expressed or implied concerning the same.

4.0 **THE UNITS**

4.1 The beneficial interest in the Trust Fund shall be divided into units and shall be vested in the beneficiaries for the time being.

4.2 The Trustees shall maintain a Register of the beneficiaries from time to time of the Trust and the number of units which each beneficiary holds in the Trust Fund.

4.3 Any Local Authority which becomes a beneficiary of the Trust and registered as a holder of units in the Trust Fund shall be deemed to have agreed to become a party to this Deed and shall be entitled to the benefit and shall be bound by the terms and conditions herein expressed or implied.

4.4 Each unit shall entitle the beneficiary holding the same together with all other beneficiaries of the Trust to a beneficial interest in the Trust Fund as an entirety but subject thereto shall not entitle the beneficiary to any particular property comprised in the Trust Fund and no beneficiary shall be entitled to have transferred to it any property comprised in the Trust Fund save and except as hereinafter specifically provided.

4.5 The Trust Fund as originally constituted shall be divided into 582 units which shall be held by the beneficiaries whose names are set out in the First Schedule hereto and each of which shall hold the number of units set out adjacent to their names.

4.6 The units shall comprise one class and shall at all times be of equal value.

- 4.7 The Trustees shall have power from time to time to issue additional units in the Trust Fund and at a price determined in accordance with clause 5.0.
- 4.8 The Trustees shall not issue or offer any unit or invite any person or entity to subscribe for or purchase any unit other than a Local Authority or a regional council duly constituted under the Local Government Act.
- 4.9 Subject to clause 4.8 the Trustees shall have an absolute discretion as to the issue of additional units in the Trust Fund. Nothing in this Deed requires or shall be deemed to require the Trustees to refer to, or to advise, the existing beneficiaries before issuing additional units in the Trust Fund.
- 4.10 Where, as a result of a division of property in accordance with Section 13(2) of the Local Government Act, 2 or more Local Authorities would hold a fraction of a unit the number of units held by each Local Authority shall be rounded off and a cash apportionment made between them as follows:-
- (a) the smaller fraction or fractions shall be added to the larger or the largest and each of the relevant Local Authorities shall then be deemed to hold the number of resulting whole units in the Trust Fund;
 - (b) where the fractions resulting from a division of property under Section 13(2) are equal the Trustees, after consultation with the relevant Local Authorities, shall decide which fraction or fractions shall be added to which and the Trustees decision shall be final and binding;
 - (c) the Local Authority which acquires a fraction or fractions shall pay to the Trustees who in turn shall pay to the Local Authority or Authorities from which such fraction or fractions were acquired the value thereof ascertained in accordance with clause 5.2 of this Deed in the same manner as if units were being issued or sold.

5.0 PRICE OF UNITS

5.1 The price for units issued or sold by the Trustees shall be the sum arrived at by dividing the number of units in the Trust Fund at the relevant date into such sum as is ascertained and fixed by the Trustees as the value of the Trust Fund at the relevant date.

5.2 The value of the Trust Fund at the relevant date shall be the combined total of the value of the real and personal property comprised in the Trust Fund at that time and of the amount of all income, interest, distributions and dividends received, accrued or due and payable on the day prior to the relevant date less the amount of all monies owing by the Trust Fund whether due and payable or not.

6.0 STATEMENT OF VALUE

The Trustees' statement of the value of the Trust Fund or the price of a unit determined as provided in clause 5.0 hereof shall be final and binding on all parties.

7.0 VESTING IN TRUSTEES

7.1 Any investment in which the Trustees are authorised by this Deed to invest the Trust Fund shall be deemed to be vested in the Trustees when:

(a) it has been registered in the name of the Trustees or their nominee; or

(b) a transfer thereof (duly executed by the transferor and where necessary duly stamped) in favour of the Trustees or their nominee and certified as registerable or accompanied by appropriate certificates therefor and where necessary accompanied by the instrument of title relating thereto have been delivered to the Trustees.

7.2 Cash shall be deemed to be vested in the Trustees when paid to it or to the credit of a bank or building society account in their name.

8.0 DURATION AND TERMINATION OF THE TRUST

The Trust shall be deemed to have commenced on the Commencement Date and shall terminate on the Vesting Date.

9.0 VESTING

On the Vesting Date or as soon as practical thereafter the Trustees shall:

- (a) sell call in and convert the Trust Fund into money;
- (b) after payment of all debts and the discharge of all liabilities of the Trust Fund distribute the balance thereof (less all costs and disbursements commissions brokerage and other fees taxes expenses management charges solicitor's costs valuation fees claims demands and other outgoings debts or liabilities incurred or reasonably anticipated by the Trustees in the termination of the Trust) to the beneficiaries in proportion to the number of units in the Trust Fund respectively held by them at the Vesting Date.

10.0 INCOME OF THE TRUST FUND

10.1 The Trustees shall:

- (a) collect receive and get in all interest rents profits and other income of the Trust Fund;
- (b) pay out of the gross income of the Trust Fund all running expenses operating costs and all other costs and disbursements commissions brokerage and other fees taxes (including land tax and income tax) expenses management charges solicitors' costs valuation fees and other claims

demands outgoings debts and liabilities incurred in respect of the Trust Fund.

10.2 The Trustees may subject to any law in force at the time in relation to this Deed so permitting accumulate all or any part of the income arisen or arising during an accounting period and such accumulation shall be dealt with as an accretion to the Trust Fund but so that the Trustees may at any time or times resort to all such accumulations and pay or apply the whole or any part or parts thereof as if they were income of the Trust Fund for the then current accounting period.

10.3 Subject to Clause 10.2 the Trustees may at any time at their discretion pay the whole or part of the income of the Trust Fund for any accounting period to the beneficiaries in proportion to the number of units of which they are respectively registered as holders at the last day of such accounting period.

11.0 ADVANCEMENT OF CAPITAL

The Trustees may at any time and from time to time set aside from the capital of the Trust Fund or raise therefrom any sum or sums of money and pay the same to the beneficiaries in proportion to the number of units in respect of which they are respectively registered at the date of each such payment for their own use and benefit. The payment of any such sum or sums of capital may be made in the same manner and subject to the same provisions as contained in Clause 10.3 in relation to the payment application or setting aside of any income of the Trust Fund.

12.0 POWERS OF INVESTMENT AND MANAGEMENT

The Trustees shall apply and invest the Trust Fund in any of the investments from time to time authorised by law for the investment of trust funds by trustees and in addition to and without limiting the powers authorities and discretions vested in the Trustees by law and notwithstanding the trusts hereinbefore declared shall have the following powers authorities and discretions which may be exercised by the Trustees at any time and from time to time in the

absolute and uncontrolled discretion of the Trustees in carrying out the trusts hereof:

- (a) to invest the Trust Fund and deal with manage transpose and realise the Trust Fund or any part thereof whether real or personal property with such powers in all respects as if the Trustees were the absolute owner thereof;
- (b) to purchase or otherwise acquire any investments for cash or otherwise and upon any terms and conditions and to make any such purchase or acquisition for a sum greater than the amount of the Trust Fund for the time being and to agree to pay for any such investments wholly or in part from any future moneys which may come into the Trustees' hands including dividends profits interest or other income payable in respect of any such investments;
- (c) to sell or otherwise dispose of any real or personal property or interest therein for the time being forming the whole or part of the Trust Fund by public auction tender or private treaty at such price or prices and whether for cash or on terms and generally upon any terms and conditions and to grant options for such sale or disposition as aforesaid;
- (d) (i) to borrow and raise moneys from; or
(ii) to secure by mortgage or otherwise howsoever the payment of or obligation to pay money to,
any person (including a beneficiary) upon any terms with or without security or interest;
- (e) to vary or transpose any investments and to vary the terms of or property comprised in any security;
- (f) 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 in alienate mortgage charge pledge reconvey release or discharge or otherwise deal with any real or personal

property PROVIDED THAT in the improvement or development of any part of the Trust Fund the Trustees shall not be bound by the limitation contained in Section 30(1)(c) of the Trustees Act and the Trustees shall not be bound to apply to any Court to exceed such limitation;

- (g) to pay out of the Trust Fund or the income thereof all costs charges and expenses of and incidental to the management of the Trust Fund or to the exercise of any power authority or discretion hereby or by law conferred on the Trustees or in carrying out or performing the trusts hereof which the Trustees may at any time incur including all taxes of whatever kind payable in respect of the Trust Fund and costs in any way connected with the preparation and execution of these presents;
- (h) to act as manager or to employ any persons (including a Trustee hereof or a unit holder) contractors managers solicitors accountants clerks workmen employees servants or agents to transact all or any business of whatever nature including the receipt and payment of money and to decide the remuneration to be allowed and paid and to pay all charges and expenses so incurred and to create or arrange any scheme or superannuation retirement benefit or pension for the benefit of any person so employed;
- (i) to partition or agree to the partition of or to subdivide or agree to the subdivision or strata title or agree to the strata-titling 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;
- (j) 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 profit loss receipt 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 Deed and every determination of the Trustees 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 Trustees in relation to the Trust Fund shall bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever;

- (k) to open accounts with any bank or building society and to operate by and in all usual ways any such accounts;
- (l) to give effectual receipts and discharges for any moneys received by or on behalf of the Trustees or otherwise relating to any of the acts matters and things provided for in these presents;
- (m) to provide and set aside out of the Trust Fund or the income thereof such sum of money as the Trustees shall consider is available or necessary for and to pay or apply the same in or towards the discharge or reduction of any encumbrance debt or other liability for the time being affecting the Trust Fund or any part thereof;
- (n) to let sub-let lease or sub-lease for any period (and including to any beneficiary) and at any rental any real or personal property comprised in the Trust Fund upon any terms conditions or covenants;
- (o) to purchase take on lease sub-lease assignment hire or otherwise acquire any estate or interest in any real or personal property for any price premium rental charge payment fee or other consideration and subject to any terms conditions and covenants;
- (p) to take such action as the Trustees shall think fit for the adequate protection of any part of the Trust Fund and to do all such other things as may be incidental to the exercise of any of the powers authorities and discretions hereby or by law conferred on the Trustees;

- (q) to take and act upon the opinion (given in writing) of a solicitor an attorney at law or counsel practising in any country where the Trust Fund or any part thereof may for the time being be or be proposed to be invested in relation to the interpretation or effect of these presents or any other document or statute or as to the administration of the trusts hereof without being liable to any of the beneficiaries in respect of any act done by the Trustees in accordance with such opinion PROVIDED THAT nothing in this provision shall prohibit or impede the Trustees from applying to any Court if it shall think fit or prohibit any unit holder from so doing;
- (r) to allow any beneficiary to occupy have custody of or use any part of the Trust Fund on any terms or conditions as to inventories repair replacement insurance outgoings or otherwise but the Trustees shall not be liable for any loss or damage which may occur to any such part of the Trust Fund during or by reason of any such occupation custody or use except insofar as such loss or damage shall be occasioned by the conscious and wilful default or neglect of the Trustees;
- (s) to permit any part of the Trust Fund to be held or registered in the name of any nominee of the Trustees and to deposit securities deeds and other documents belonging or related to the Trust Fund with any bank or solicitor;
- (t) in the event of any gift stamp or other duties fees or taxes becoming payable in any part of the world in respect of these presents or the Trust Fund or any part thereof in any circumstances to pay all or any part of such duties fees and taxes out of the Trust Fund notwithstanding that such duties fees or taxes or some part thereof are not or may not be recoverable from the Trust Fund by legal process;
- (u) to receive and accept any real or personal property by gift inter vivos or by Will or under the provisions of any other trust or otherwise from any other person as additions to the Trust Fund and to hold the same upon the trusts herein

set forth and to administer such additions under the provisions hereof;

- (v) at any time and from time to time to ascertain and fix the value of the Trust Fund in accordance with the provisions herein contained and for that purpose to engage such competent valuers or experts as the Trustees may select and the Trustees may cause the value so ascertained and fixed to be entered from time to time in a book kept for that purpose;
- (w) to appoint any date earlier than the Vesting Date to be the Vesting Date;
- (x) during an accounting period to nominate any date not more than 18 months after the date of commencement of the then current accounting period as the last day of that accounting period and thereafter the accounting period shall mean each succeeding 12 month period commencing on the day following such nominated date until the anniversary of such nominated date immediately preceding the Vesting Date and the period thereafter until the Vesting Date.

13.0 DELEGATION OF TRUSTEE POWERS

The Trustees if at any time they are more than one shall act jointly and may delegate the exercise of all or any of the powers authorities or discretions hereby or by law conferred on the Trustees:-

- (a) to the Board of Management constituted by clause 14.0 of this Deed, or
- (b) to any other person or persons,

and execute any power of attorney or other instrument necessary to effectuate such purpose.

14.0 BOARD OF MANAGEMENT

14.1 The Board of Management shall comprise:-

- (i) the President and Deputy President from time to time of the Local Government Association of Western Australia (Inc.),
- (ii) the President and Deputy President from time to time of the Country Shire Councils' Association of Western Australia (Inc.), and
- (iii) the President from time to time of the Country Urban Councils' Association.

14.2 The Board of Management may at any time co-opt any other person or persons to attend any one or more of its meetings in a non-voting capacity.

15.0 PROCEEDINGS AT MEETINGS OF THE BOARD OF MANAGEMENT

15.1 The members of the Board of Management may meet:-

- (i) in person
- (ii) by telephone
- (iii) by audiovisual linkage, or
- (iv) by any other instantaneous communications medium for conferring.

15.2 Any member being unable to attend a meeting of the Board of Management by any of the means listed in clause 15.1 may appoint a Nominee in accordance with Clause 15.4 to attend in his place. A Nominee may only attend in person.

15.3 (a) The Nominee of the President and Deputy President of the Local Government Association of Western Australia (Inc) and The Country Shire Councils' Association of Western Australia (Inc) may be any person duly elected to the position of Councillor or Mayor of a Local Authority being a member of their respective Associations.

- (b) The Nominee of the Country Urban Councils' Association shall be a person duly elected to the position of Councillor or Mayor of a Local Authority being a member of the said Association.

15.4 An instrument appointing a Nominee:-

- (a) shall be in writing under the hand of the member;
- (b) shall only be effective in respect of the specific meeting to which it refers;
- (c) may specify the manner in which the Nominee shall vote in respect of a particular resolution and, where an instrument appointing a Nominee so provides, the Nominee is not entitled to vote on the resolution except as specified in the instrument;
- (d) may be in any form provided that:-
 - (i) it nominates the Nominee as the member's Nominee at the meeting to which it relates;
 - (ii) if the member requires the Nominee to vote for or against a particular resolution or resolutions, it shall so specify; and
 - (iii) it is signed by the member;
- (e) shall not be valid unless the instrument is deposited at the Head Office of the Western Australian Municipal Association or at such other place within the State as is specified for that purpose in the notice convening the meeting prior to the commencement of the meeting to which it relates.

15.5 A vote given in accordance with the terms of an instrument appointing a Nominee is valid notwithstanding the previous death or unsoundness of the mind of the member or the revocation of the instrument appointing the Nominee if no communication in writing of

the death or unsoundness of mind has been received by the Trustees before the commencement of the meeting or adjourned meeting at which the instrument is used.

- 15.6 (a) No business shall be transacted at any meeting of the Board of Management unless a quorum of members thereof is present. The number of members necessary to constitute a quorum is 5. For the purposes of determining whether a quorum is present persons attending as Nominees shall be deemed to be members of the Board of Management.
- (b) If a quorum is not present within 30 minutes after the time appointed for a meeting, the meeting shall be dissolved.
- 15.7 (a) A member shall be regarded as present at a meeting where the meeting is conducted by telephone, audiovisual linkup or other instantaneous communications medium for conferring, if the member is able to hear, and to be heard by, all others attending the meeting.
- (b) A meeting conducted by telephone audiovisual linkup or other instantaneous communications medium for conferring, shall be deemed to be held at the place agreed upon by the members attending that meeting, provided that at least one of the members present at the meeting was at such place for the duration of the meeting.
- (c) An original document, or a photocopy or facsimile copy thereof which is in the possession of or has been seen by all members attending the meeting prior to or at the time of that meeting shall be deemed to be a document tabled at that meeting.
- 15.8 (a) The members of the Board of Management shall elect one of their number as chairman of their meetings at the first meeting held after 30 June in each year. The chairman shall preside as chairman at every meeting.
- (b) Where the chairman has appointed a Nominee to attend the meeting in his place in his capacity as a member or not

having appointed a Nominee is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall elect one of their number to be chairman of the meeting.

15.9 The chairman may with the consent of the meeting, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

15.10 (a) At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands. Resolutions must be carried unanimously.

(b) Every person present at a meeting who is a member or the Nominee of a member has 1 vote.

16.0 **ABSOLUTE DISCRETION OF TRUSTEES**

Subject as herein otherwise provided the Trustees shall have the sole and absolute discretion in the exercise of all duties rights powers authorities and discretions appertaining to the Trust Fund and no beneficiary shall have any right with respect to the Trust Fund, to attend meetings of the Trustees or the Board of Management or save as expressly provided by this Deed to interfere with or question the exercise or non-exercise by the Trustees of the duties rights powers authorities or discretions of the Trustees in relation to the Trust Fund.

17.0 **NON-APPLICATION OF SOME TRUSTEES ACT PROVISIONS**

Sections 58 and 94 of the Act shall not apply hereto.

18.0 **LIMITATION OF TRUSTEE'S LIABILITY**

The Trustees shall not be personally liable for:

- (a) any loss or damage occasioned by the exercise of any duty right power authority or discretion hereby or by law conferred on the Trustees or by failure to exercise any such duty right power authority or discretion or by any error or forgetfulness whether of law or of fact; or
- (b) any breach of duty or trust whatsoever,

on the part of the Trustees or their legal or other advisers or generally unless it shall be proved to have been committed made or omitted in conscious fraudulent bad faith by the Trustees charged to be so liable. All Local Authorities claiming any beneficial interest in over or upon the Trust Fund shall be deemed to take the same with notice of and subject to the protection hereby conferred on the Trustees.

19.0 INDEMNIFICATION OF TRUSTEES

Without affecting anything hereinbefore contained the Trustees shall be entitled to be indemnified out of the Trust Fund against all liabilities incurred by the Trustees in the execution or attempted execution or as a consequence of the failure to exercise any of the rights duties powers authorities and discretions in relation to the Trust Fund or by virtue of being the Trustees hereof.

20.0 ACCOUNTS AND AUDIT

20.1 The Trustees shall keep a complete and accurate record of all receipts and expenditures on account of the Trust Fund.

20.2 Promptly after the close of each accounting period the Trustees shall prepare a written accounting report (prepared in accordance with normally accepted accounting procedures) for such accounting period consisting of a balance sheet and statement of income and expenditure details of any accumulation of income and a list of assets comprised in the Trust Fund at the close of such accounting period and a copy thereof shall in each year be furnished to the beneficiaries before the expiration of 6 months following the end of such accounting period.

20.3 The Trustees shall from time to time appoint an auditor to examine and ascertain the correctness of the accounts of the Trust Fund and to report thereon to the Board of Management once in each accounting period.

20.4 As soon as practicable after receiving the report referred to in Clause 20.3 the Board of Management shall give a copy thereof to the Trustees.

21.0 VARIATION OF TRUSTS

21.1 The Trustees may at any time and from time to time (with the consent of not less than 75% of the Beneficiaries) by deed or deeds:

- (a) revoke add to or vary the trusts hereof;
- (b) declare any new or other trusts in relation to the trusts hereby limited or as limited from time to time; or
- (c) declare any new or other powers authorities or discretions concerning the management control or investment of the Trust Fund and the Trustees' powers discretions and authorities in relation thereto,

PROVIDED THAT such deed or deeds shall:

- (i) not infringe the rule against perpetuities;
- (ii) not be in favour of the Trustees or result in any benefit to the Trustees;
- (iii) not affect the beneficial entitlement to any amount paid divided applied or set aside for any beneficiary prior to the date thereof.

21.2 These presents shall not be capable of being revoked added to or varied otherwise than as expressly herein provided.

EXECUTED as a Deed.

FIRST SCHEDULE

<u>Name of Local Authority</u>	<u>Units</u>
City of Bayswater	10
City of Fremantle	10
City of Gosnells	10
City of Melville	10
City of Perth	10
City of Stirling	10
City of Wanneroo	10
Town of Albany	8
City of Armadale	8
City of Bunbury	8
City of Cockburn	8
City of Geraldton	8
Shire of Kalamunda	8
City of Nedlands	8
Town of Port Hedland	8
Shire of Swan	8
Town of Bassendean	7
Shire of Busselton	7
Shire of Carnarvon	7
Shire of Dalwallinu	7
Shire of Esperance	7
Shire of Gnowangerup	7
Shire of Harvey	7
City of Kalgoorlie-Boulder	7
Shire of Katanning	7
Town of Kwinana	7
City of Mandurah	7
Shire of Merredin	7
Shire of Mundaring	7
Town of Northam	7
City of Rockingham	7
Shire of Roebourne	7
City of Subiaco	7
Shire of Ashburton	7
Shire of Exmouth	6

Shire of Manjimup	6
Shire of Derby-West Kimberley	6
Shire of Albany	5
Shire of Augusta-Margaret River	5
Shire of Broome	5
Shire of Collie	5
Shire of Coolgardie	5
Shire of Dandaragan	5
Shire of Greenough	5
Shire of Kojonup	5
Shire of Lake Grace	5
Shire of Moora	5
Shire of Mullewa	5
Shire of Murray	5
Town of Narrogin	5
Shire of Northam	5
Shire of East Pilbara	5
Shire of Plantagenet	5
Shire of Wongan Ballidu	5
Shire of Boyup Brook	4
Shire of Bridgetown-Greenbushes	4
Shire of Bruce Rock	4
Shire of Carnamah	4
Shire of Corrigin	4
Shire of Cunderdin	4
Shire of Dardanup	4
Shire of Donnybrook-Balingup	4
Town of East Fremantle	4
Shire of Gingin	4
Shire of Kulin	4
Shire of Laverton	4
Town of Mosman Park	4
Shire of Mount Marshall	4
Shire of Narembeen	4
Shire of Northampton	4
Shire of Perenjori	4
Shire of Quairading	4
Shire of Three Springs	4
Shire of Wagin	4
Shire of Yilgarn	4

Shire of York	4
Shire of Kent	4
Shire of Beverley	3
Shire of Brookton	3
Shire of Capel	3
Shire of Chapman Valley	3
Shire of Coorow	3
Shire of Cranbrook	3
Shire of Denmark	3
Shire of Dowerin	3
Shire of Dumbleyung	3
Shire of Dundas	3
Shire of Goomalling	3
Shire of Irwin	3
Shire of Kellerberrin	3
Shire of Kondinin	3
Shire of Koorda	3
Shire of Leonora	3
Shire of Meekatharra	3
Shire of Mingenew	3
Shire of Morawa	3
Shire of Mukinbudin	3
Shire of Pingelly	3
Shire of Serpentine-Jarrahdale	3
Shire of Toodyay	3
Shire of Victoria Plains	3
Shire of Waroona	3
Shire of West Arthur	3
Shire of Wickepin	3
Shire of Williams	3
Shire of Wyalkatchem	3
Shire of Boddington	2
Shire of Broomehill	2
Shire of Chittering	2
Shire of Cuballing	2
Shire of Nungarin	2
Shire of Shark Bay	2
Shire of Tambellup	2
Shire of Tammin	2
Shire of Upper Gascoyne	2

Shire of Westonia	2
Shire of Woodanilling	2
Shire of Cue	1
Shire of Mt Magnet	1
Shire of Menzies	1
Shire of Murchison	1
Shire of Nannup	1
Shire of Narrogin	1
Shire of Peppermint Grove	1
Shire of Sandstone	1
Shire of Wandering	1
Shire of Yalgoo	1

SECOND SCHEDULE

15-17 Altona Street, West Perth

being:-

Portion of each of Perth Town Lots H97 and H99 and being Lot 102 the subject of Diagram 67528 the whole of the land comprised in Certificate of Title Volume 1699 Folio 772

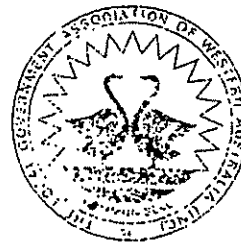
THE COMMON SEAL of THE LOCAL)
GOVERNMENT ASSOCIATION OF)
WESTERN AUSTRALIA (INC) is)
hereunto affixed in the)
presence of:)

P. Morris

President

[Signature]

Executive Director



THE COMMON SEAL of THE COUNTRY)
SHIRE COUNCILS' ASSOCIATION OF)
WESTERN AUSTRALIA (INC) is)
hereunto affixed in the)
presence of:)

[Signature]

President

[Signature]

Executive Director





First Schedule – as at 31st May 1999

Register of the Beneficiaries and Number of Units each beneficiary holds within the Local Government House Trust

<i>Names of Local Authority</i>	<i>Units</i>
City of Albany	13
City of Perth	12
City of Bayswater	10
City of Fremantle	10
City of Gosnells	10
City of Melville	10
City of Belmont	10
City of Stirling	10
City of Joondalup	10
City of South Perth	10
City of Armadale	8
City of Bunbury	8
City of Cockburn	8
City of Geraldton	8
Shire of Kalamunda	8
City of Nedlands	8
Town of Port Hedland	8
Shire of Swan	8
Shire of Ashburton	7
Town of Bassendean	7
Shire of Busselton	7
Shire of Carnarvon	7
Shire of Dalwallinu	7
Shire of Esperance	7
Shire of Harvey	7
City of Kalgoorlie-Boulder	7
Shire of Katanning	7
Town of Kwinana	7
City of Mandurah	7
Shire of Merredin	7
Shire of Mundaring	7
Town of Northam	7
City of Rockingham	7
Shire of Roebourne	7
Shire of Subiaco	7
Town of Cottesloe	6
Shire of Derby-West Kimberley	6
Shire of Exmouth	6
Shire of Manjimup	6
Shire of Augusta-Margaret River	5
Shire of Broome	5
Shire of Collie	5
Shire of Coolgardie	5
Shire of Dandaragan	5

Shire of East Pilbara	5
Shire of Greenough	5
Shire of Kojonup	5
Shire of Lake Grace	5
Shire of Moora	5
Shire of Mullewa	5
Shire of Murray	5
Town of Narrogin	5
Shire of Northam	5
Shire of Plantagenet	5
Shire of Wongan-Ballidu	5
Shire of Boyup Brook	4
Shire of Bridgetown-Greenbushes	4
Shire of Bruce Rock	4
Shire of Carnamah	4
Shire of Corrigin	4
Shire of Cunderdin	4
Shire of Dardanup	4
Shire of Donnybrook-Balingup	4
Town of East Fremantle	4
Shire of Gingin	4
Shire of Gnowangerup	4
Shire of Kent	4
Shire of Kulin	4
Shire of Laverton	4
Town of Mosman Park	4
Shire of Mount Marshall	4
Shire of Narembeen	4
Shire of Northampton	4
Shire of Perenjori	4
Shire of Quariading	4
Shire of Three Springs	4
Shire of Wagin	4
Shire of Yilgarin	4
Shire of York	4
Shire of Beverley	3
Shire of Brookton	3
Shire of Capel	3
Shire of Chapman Valley	3
Shire of Coorow	3
Shire of Cranbrook	3
Shire of Denmark	3
Shire of Dowerin	3
Shire of Dumbleyung	3
Shire of Dundas	3
Shire of Goomalling	3
Shire of Irwin	3
Shire of Jerramungup	3
Shire of Kellerberrin	3
Shire of Kondinin	3
Shire of Koorda	3
Shire of Leonora	3
Shire of Meekatharra	3

Shire of Mningenew	3
Shire of Morawa	3
Shire of Mukinbudin	3
Shire of Pinjelly	3
Shire of Serpentine-Jarrahdale	3
Shire of Toodyay	3
Shire of Trayning	3
Shire of Victoria Plains	3
Shire of Waroona	3
Shire of West Arthur	3
Shire of Wickiepin	3
Shire of Williams	3
Shire of Wyalkatchem	3
Shire of Boddington	2
Shire of Broomehill	2
Town of Cambridge	2
Shire of Chittering	2
Shire of Cuballing	2
Shire of Ngaanyatajarraku	2
Shire of Nungarin	2
Shire of Shark Bay	2
Shire of Tambellup	2
Shire of Tammin	2
Shire of Upper Gascoyne	2
Town of Vincent	2
Town of Victoria Park	2
Shire of Westonia	2
Shire of Woodanilling	2
Shire of Cue	1
Shire of Mt Magnet	1
Shire of Menzies	1
Shire of Murchison	1
Shire of Nannup	1
Shire of Narrogin	1
Shire of Peppermint Grove	1
Shire of Sandstone	1
Shire of Wandering	1
Shire of Wiluna	1
Shire of Yalgoo	1
Total as at 31 st May 1999	620

Non-Equity Holders : Rent Paving Councils

Town of Claremont	98/99 Payment: \$244.00
Shire of Halls Creek	98/99 Payment: \$146.00
City of Canning	98/99 Payment: \$488.00
Shire of Ravensthorpe	98/99 Payment: \$146.00
Shire of Wyndham-East Kimberley	98/99 Payment: \$342.00
Shire of Coco's (Keeling) Islands	98/99 \$NIL
Shire of Christmas Island	98/99 \$NIL

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