

**BOOLEROO CENTRE & DISTRICT
COMMUNITY AIRSTRIP**

TRUST DEED

THIS DEED is made the

day of

2009

BETWEEN:

BOOLEROO CENTRE AND DISTRICT AMBULANCE SERVICES
INCORPORATED ABN 16 236 289 284 of c/- PO Box 20, Booleroo Centre SA 5482
(in this Deed called "the Settlor")

and

DISTRICT COUNCIL OF MOUNT REMARKABLE ABN 34 847 303 998 of c/-
PO Box 94, Melrose SA 5483 (in this Deed called "the Trustee")

WHEREAS:

- A. The Settlor is an association incorporated under the Associations Incorporation Act 1985.
- B. The Settlor is the registered proprietor of the Booleroo Centre & District Community Airstrip located on the land comprised and described in Certificate of Title Volume 5587 Folio 496 ("Booleroo Centre & District Community Airstrip").
- C. Pursuant to section 141 of the Local Government Act, the Settlor wishes to gift the Booleroo Centre & District Community Airstrip to the Trustee to be held on trust for the Beneficiary.
- D. The Settlor will transfer to the Trustee, as a gift pursuant to section 141 of the Local Government Act, the Booleroo Centre & District Community Airstrip (in this Deed called "the Settlement Fund") on the terms of this Deed.
- E. The Trustee has consented to become the Trustee of the Booleroo Centre & District Community Airstrip Trust upon the trust and with and subject to the powers and provisions set out in this Deed.

NOW THIS DEED WITNESSES:

Name of Trust

- 1. The trust created by this Deed is known as the **BOOLEROO CENTRE & DISTRICT COMMUNITY AIRSTRIP TRUST**.

Definitions

- 2. In this Deed unless the context otherwise requires:
 - 2.1. "the Appointor" means Booleroo Centre and District Memorial Educational Trust Inc of PO Box 20 Booleroo Centre and may also include any person nominated in writing as appointor by the Appointor;
 - 2.2. "Beneficiary" means the Booleroo Centre and District Memorial Educational Trust Incorporated of P.O. Box 20, Booleroo Centre
 - 2.3. "Commencement Date" means the date of this Deed;
 - 2.4. "Deed" includes any variations made to this Deed;

- 2.5. "the Trustee" means the person named in this Deed on the first page as the Trustee or other trustee appointed under the provisions of this Deed;
- 2.6. "the Trust Fund" means:
 - (a) the Settlement Fund; and
 - (b) any money paid and other property transferred by the Settlor or any other person to the Trustee and accepted by the Trustee as additions to the Trust Fund; and
 - (c) all or any part of the investments and property representing the Trust Fund;
- 2.7. "the Vesting Day" means the earlier of the following days:
 - (a) the day the Beneficiary says in a deed is the Vesting Day;
 - (b) if the Beneficiary is wound up, and is not replaced under clause 23, then the day appointed by the Trustee as the vesting day; or
 - (c) the day of the vesting of the Trust under clause 4.7 (c).
- 2.8. words of one gender include the other gender;
- 2.9. "a person" includes a corporation or associations;
- 2.10. singular words include the plural and the other way around.

Declaration of Trust

3. The Settlor and the Trustee declare that the Trustee must hold the Trust Fund and any income from the Trust Fund on trust for the Beneficiary, with the powers and subject to the provisions in this Deed.

Gift of Booleroo Centre & District Community Airstrip

4. The Settlor agrees to transfer for no consideration, the Booleroo Centre & District Community Airstrip to the Trustee to be held on trust for the Beneficiary on the following terms :
 - 4.1. the Trustee must only use the land on which the Booleroo Centre & District Community Airstrip is situated for operation as an airstrip servicing the community residing within the boundaries of the Trustee and adjoining councils and not for any other purposes ;
 - 4.2. the Trustee must ensure that the Booleroo Centre & District Community Airstrip is predominantly used to service the needs of Royal Flying Doctor Service of Australia;
 - 4.3. the Trustee must at all times adhere with all relevant air safety regulations and standards as may apply for an authorized landing strip;
 - 4.4. the Trustee must ensure that the Booleroo Centre & District Community Airstrip is maintained and used as an authorized landing strip and that the Authorised Landing Area on the Booleroo Centre & District Community Airstrip operates 24 hours a day;
 - 4.5. the Trustee must arrange for an annual inspection and report on the Booleroo Centre & District Community Airstrip by the Local Government Association Inc to ensure compliance with clauses 4.3 and 4.4;
 - 4.6. the Trustee must insure the Booleroo Centre & District Community Airstrip for all appropriate insurances required by a prudent commercial operator of an airstrip.

- 4.7. if the Trustee cannot operate the Booleroo Centre & District Community Airstrip as a viable airstrip the Trustee must:
- (a) in the first instance, seek expressions of interest from the community residing within the Council area of the Trustee for any community group, not-for-profit Association or business to take over, or alternatively purchase the Booleroo Centre & District Community Airstrip for operation as an airstrip, prior to the Trustee further considering the sale of the Booleroo Centre & District Community Airstrip; and
 - (b) if the Booleroo Centre & District Community Airstrip cannot be operated as a viable airstrip by the Trustee or any group, not-for-profit Association or business pursuant to clause 4.7(a), the Trustee must hold at its cost a referendum of the ratepayers of the District Council of Mount Remarkable and must obtain a majority vote of at least 75% of the ratepayers present or voting by proxy in favour of the resolution for the sale of the Booleroo Centre & District Community Airstrip. Such referendum is to be held as a public meeting at the Booleroo Centre; and
 - (c) if the Booleroo Centre & District Community Airstrip is sold pursuant to a valid resolution passed under clause 4.7(b), the Trust Fund must be vested and distributed to the Beneficiary;
 - (d) if the percentage vote required pursuant to clause 4.7(b) is not obtained, the Trustee must apply to the Supreme Court for a variation of this Trust in accordance with section 141 of the Local Government Act 1999;
- 4.8. the Trustee must pay all costs associated with the Memorandum of Transfer of the Booleroo Centre & District Community Airstrip, including all legal costs and disbursements, registration fees and stamp duty;
- 4.9. unless the Beneficiary otherwise agrees in writing, the Trustee must ensure that the committee established under section 41 of the Local Government Act 1999, known as the Airstrip Committee, continues to operate at all times during the lifetime of this Trust and remains responsible for administering, managing and overseeing the operation and maintenance of the Booleroo Centre & District Community Airstrip;
- 4.10. the Trustee must ensure that at least four members of the Airstrip Committee at any time are nominated by the Beneficiary;
- 4.11. if the Trustee changes its name or boundaries, or merges with another council area, these conditions of the trust remain in place and apply to the Trustee or its successor.
- 4.12. upon the Vesting Day, pay the Trust Fund to the Beneficiary.
5. The Settlor agrees to sign a Memorandum of Transfer for Booleroo Centre & District Community Airstrip immediately upon the signing of this Deed by both parties.

Vesting of Trust and its Administration

6. The Trust Fund and its administration is vested in the Trustee, who is subject to the following provisions and has the following powers:
- 6.1. the Trustee has an absolute discretion in the exercise the Trustee's powers under this Deed;
 - 6.2. the Trustee must in connection with the Trust Fund keep proper:
 - (a) minutes of all resolutions and proceedings;

- (b) books of account; and
 - (c) records of all the Trustee's dealings.
- 6.3. the Trustee may employ a solicitor or other agent to do any business under this Deed;
 - 6.4. the Trustee may act personally in the exercise of the Trustee's duties or may delegate those duties;
 - 6.5. the Trustee is not liable for any act under a binding decision of the Trustee;
 - 6.6. the Trustee is not personally liable for the Trustee's actions or failure to act as trustee of the Trust Fund except for an intentional breach of trust;
 - 6.7. the Trustee is not entitled to receive fees out of the Trust Fund whether by way of commission or otherwise;
 - 6.8. the Trustee must be indemnified out of the Trust Fund against all liabilities incurred by the Trustee as the Trustee of the Trust Fund except for an intentional breach of trust;
 - 6.9. the Trustee has a lien on and may use the Trust Fund for:
 - (a) that indemnity;
 - (b) the payment of all proper legal and other expenses of administering or winding up the Trust Fund; and
 - (c) performing the Trustee's duties under this Deed;
 - 6.10. if at any time there are more than two trustees, the rights of a trustee under this Deed may be exercised by a majority of the Trustees. Every such exercise by a majority of the Trustees is binding on the other trustees and on all persons who have an interest in this Deed. However if a discretion is exercised by a majority of the Trustees, this does not make the Trustees liable for any act or omission made without that trustee's knowledge or that trustee's approval.

Application of Trust Law

7. The Trustee Act 1936 and any other Act applying to trustees which is in force in South Australia applies to the Trustee and the trusts set out in this Deed unless it is:
 - 7.1. inconsistent with this Deed; or
 - 7.2. impliedly or expressly modified by this Deed.
 - 7.3. certificate by the Trustee as to any determination is primary evidence that it was made as and when set out in the certificate.

Powers of Trustee

8. In addition to the powers given to trustees by law, the Trustee has the following powers and authorities to be exercised at the absolute discretion of the Trustee and upon such terms as the Trustee sees fit, so long as at all times in accordance with this Deed:

CARRY ON BUSINESS

- 8.1. To deal with any real or personal property in any manner allowed by law or equity.

DEAL WITH TRUST FUND

- 8.2. To do anything to any property which is part of the Trust Fund ("the Property") to:
- (a) gain income or profit from the Property;
 - (b) protect the Property;
 - (c) increase the value of the Property; or
 - (d) make the Property saleable.
- 8.3. To subdivide or build on any real property or any portion of it.
- 8.4. To deal with the Property as if the Trustee were the absolute and beneficial owner of it.

ENTER INTO TRANSACTIONS

- 8.5. To enter into transactions concerning the Trust Fund as if the Trustee is the absolute and beneficial owner of it.

EXERCISE POWERS WHEN TRUSTEE HAS AN INTEREST

- 8.6. To exercise any of the powers of the Trustee to enter into any transaction even though:
- (a) the Trustee;
 - (b) any director of the Trustee; or
 - (c) the Beneficiary;
- may be either directly or indirectly interested in any such transaction.
- 8.7. To enter into any partnership or other agreement between the Trustee as one party to the agreement and as the other party to the agreement and any of the following:
- (a) any director of the Trustee;
 - (b) the Beneficiary; or
 - (c) any other trust in which the Beneficiary is or will be a Beneficiary.

BORROW MONEY

- 8.8. To borrow money or to raise money to get income or build up the Trust Fund. The Trustee may do so even though the Trust Fund may already be wholly invested or applied or that the money to be borrowed or raised may exceed the value of the Trust Fund. A lender to the Trustee need does not have to enquire:
- (a) whether it is necessary for the Trustee to borrow the money; or
 - (b) what the money will be used for.

GIVE SECURITY

- 8.9. To secure the payment of any money to or by any person by all or any of a:
- (a) mortgage;
 - (b) bill of sale;

(c) lien; or

(d) charge;

over the Trust Fund.

This security may be given by the Trustee by himself or jointly with any person.

INVEST MONEY

- 8.10. To invest the money which is part of the Trust Fund in any investments that the Trustee thinks fit as if the Trustee is the absolute owner or beneficially entitled to that money.

VARY INVESTMENTS

- 8.11. To vary any investments.

VARY SECURITY GIVEN

- 8.12. To vary the terms of any property comprised in any security.

OPEN BANK AND OTHER ACCOUNTS

- 8.13. To either solely or jointly with any other person open bank, credit union or building society accounts ("the accounts").

OPERATE ACCOUNTS

- 8.14. To operate the accounts as required by the normal practices of banks, building societies or credit unions.

NEGOTIABLE INSTRUMENTS

- 8.15. To do what is necessary in respect of promissory notes, bills of exchange, bills of lading, and other negotiable or transferable instruments.

PAY TAXES AND CHARGES

- 8.16. To pay out of the Trust Fund or its income, all expenses of the management of the Trust Fund or the performance of the trusts set out in this Deed including:

- (a) all income tax for the Trust Fund;
- (b) costs for the preparation and signing of this Deed; and
- (c) all taxes and duties payable for the Trust Fund.

DUTIES WITH INTERESTS IN COMPANIES

- 8.17. If the Trustee has any interest in any company, then the Trustee can exercise any powers which it would have as the beneficial owner of that interest in the company or was personally interested in the company and may exercise all or any of the following powers in respect of the Trust Fund:

- (a) to pay calls on any shares and to permit any such shares to be given up and sold;
- (b) to buy any shares, stock, or debentures;
- (c) to take up any shares, stock, or debentures of a new issue of the company;
- (d) to lend money to the company;

- (e) to hold any shares, stock, or debentures acquired by the Trustee for as long as the Trustee wants;
- (f) to sell any shares, stock, or debentures held by the Trustee at a price that the Trustee wants;
- (g) to do all necessary things required by any scheme of arrangement proposed for the company which may affect the interest of the Trustee in the company;
- (h) in respect of a winding up of any company in which the Trustee may at that time hold shares or be interested, to agree with the liquidator of that company, any of its members or any other person:
 - (i) for the division or partition in kind or in specie of the assets of that company;
 - (ii) to accept any of those assets in payment or satisfaction of any interest of the Trustee in that company; and
 - (iii) to pay money by way of equality of division or partition.

EMPLOY PEOPLE

8.18. To employ any person (including any trustee of the Trust Fund) for any business carried on by the Trustee or to do anything required to be done under this Deed. In respect of any such person the Trustee may:

- (a) decide how much to pay the person; and
- (b) decide to create or arrange any superannuation or similar scheme for that person's benefit.

DIVIDE OR PARTITION PROPERTY

8.19. To divide or partition any land or other property which is part of the Trust Fund and to pay any money by way of equality for partition.

CREATE COMPANIES

8.20. To either solely or jointly with any person establish, promote, or buy, any company.

DETERMINE DOUBTS ABOUT TRUST FUND

8.21. To determine all matters as to which any doubt may arise about the Trust Fund and this Deed.

The Trustee's decision binds all of the parties interested in the Trust Fund and this Deed.

GIVE RECEIPTS AND DISCHARGES

8.22. To give receipts and discharges when they are necessary.

GRANT OPTIONS

8.23. To grant options to any person over any part of the Trust Fund.

PROTECT TRUST FUND

8.24. To take action to protect any part of the Trust Fund.

- 8.25. To do all such other things as may be incidental to the exercise of the powers and authorities of the Trustee under this Deed.

OBTAIN LEGAL ADVICE OR SEEK DIRECTIONS

- 8.26. To take and act upon the written opinion of a qualified legal practitioner practising in any country where any part of the Trust Fund is invested concerning any matter concerning the Trust Fund.

The Trustee is not liable for any act done in accordance with that advice.

The Trustee or any Beneficiary may apply to any Court for directions.

DEALINGS WITH TRUSTEE IN OTHER CAPACITIES

- 8.27. The Trustee may deal with the Trustee:
- (a) in the Trustee's personal capacity; or
 - (b) as the Trustee of other trust funds.
- 8.28. The Trustee may deal with any company or partnership even if:
- (a) the Trustee is a director, member or shareholder of the company; or
 - (b) the Trustee is a partner in the partnership.

DEPOSIT DOCUMENTS

- 8.29. To allow any asset of the Trust Fund to be held or registered in the name of any nominee of the Trustee.
- 8.30. To deposit any documents related to the Trust Fund with any bank.

APPOINT POWER OF ATTORNEY

- 8.31. To appoint any person or company to be an attorney of the Trustee, and enable the attorney to exercise any or all of the powers or discretions given to the Trustee by this Deed. The document appointing the attorney may specify the terms upon which the Trustee appoints the attorney. The Trustee is not responsible for any actions of the attorney.

Trustee to open Bank Account

9. If the Trust Fund has money in it, the Trustee must open and keep a bank, credit union or building society account in the name of the Trustee.
10. The Trustee must pay into this bank account all money which is part of the Trust Fund.

The Trustee may act despite having an interest

11. A Trustee may exercise, or agree to the exercise of, any power under this Deed or at law even if the Trustee, or any director or shareholder of the Trustee -
- 11.1. may have a direct or indirect interest in the manner or result of the exercise of such power, or
 - 11.2. may directly or indirectly benefit as a result of the exercise of the power.

This applies even if the Trustee is a sole Trustee.

12. The Trustee may
 - 12.1. acquire, hire, borrow or lease any property from any party associated with the Trustee.
 - 12.2. carry on any profit-making scheme in partnership with any such associated party.
 - 12.3. generally make any arrangement (including a loan or guarantee) with any such associated party as if the associated party and the Trustee were at arms length.
 - 12.4. allow any Beneficiary to use or occupy any property, including rent free.
 - 12.5. if a natural person acts as a director of, or be employed by, any company in which the Trust Fund may have an interest and may keep for itself any payment received as a result. This applies even if the directorship or employment is held because of the Trust Fund's votes in the company.

Validity of Security given by Trustee

13. Any security given by the Trustee over any part of the Trust Fund is valid even though in giving the security:
 - 13.1. an error of law or error of fact was made by the Trustee or the Trustee's advisers; or
 - 13.2. a breach of duty or a breach of trust has been committed by the Trustee.
14. Clause 12 does not apply if the Trustee has fraudulently or in bad faith committed the breach of duty or breach of trust.
15. The provisions of clauses 12 and 13 bind any person who has a beneficial interest in the Trust Fund.

Validity of dealings with the Trustee

16. Any person dealing with the Trustee is entitled to assume that, unless the Trustee has been fraudulent to the knowledge of that person:
 - 16.1. the Trustee has the power to enter into the dealing;
 - 16.2. the Trustee has properly exercised the Trustee's powers under this Deed;
 - 16.3. the Trustee has properly entered into transactions affecting the Trust Fund;
 - 16.4. the Trustee has properly used money paid to the Trustee or at the Trustee's direction;
 - 16.5. the dealing is valid; and
 - 16.6. a receipt given by the Trustee or at the Trustee's direction removes any liability of the person dealing with the Trustee for that dealing.

Variation of Deed

17. The Trustee may not cancel, add to, or vary any of the provisions of this Deed, except by order of the Supreme Court pursuant to section 141 of the Local Government Act 1999.
18. Any cancellation, addition or variation of this Deed must not:
 - 18.1. infringe the law against perpetuities;
 - 18.2. be for or result in any benefit to the Settlor; or

- 18.3. unless the Supreme Court orders otherwise, affect the beneficial entitlement of any Beneficiary which existed before the date of cancellation, addition or variation.

Removal or Appointment of Trustee

19. A Trustee may be removed or appointed by a written document made by the Appointor.
20. The Settlor can never be appointed as a trustee.

Beneficiary does not indemnify Trustee or Creditors

21. The Beneficiary of this Trust Fund does not have any personal obligation to indemnify the Trustee or any creditor of the Trustee if there is a deficiency in the assets of the Trust Fund.
22. The rights of indemnity of the Trustee and any creditor which may exist are limited to the assets of the Trust Fund.

Winding up of Beneficiary

23. If the Beneficiary is wound up then the Trustee may appoint a substitute Beneficiary, on the following terms:-
- 23.1. the substitute beneficiary must have deductible gift recipient status; and
- 23.2. the substitute beneficiary must conduct activities in the District Council of Mount Remarkable for the benefit of that community.
24. The Trustee must notify the Commissioner of Taxation of the date of winding up of the Beneficiary and the appointment of a substitute beneficiary.

SIGNED as a Deed.

**THE COMMON SEAL of BOOLEROO
CENTRE AND DISTRICT AMBULANCE
SERVICES INCORPORATED ABN 16 236
289 284** was affixed to this Deed in the presence of:

.....
Seal Holder

.....
Seal Holder

**THE COMMON SEAL of DISTRICT
COUNCIL OF MOUNT REMARKABLE
ABN 34 847 303 998** was affixed to this Deed in
the presence of:

.....
Seal Holder

.....
Seal Holder

LYNCH MEYER

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

Ref: AMA:591036
Direct Line: 8236 7683
Fax: 8223 4348
amacolino@lynchmeyer.com.au

19 June 2009

Mr Ian Keller
Booleroo Centre & District Ambulance Service

Via Email: kelbro@esat.net.au

and

Mr Brenton Badenoch
Booleroo Centre & District Ambulance Service

Via Email: brenton.badenoch@bigpond.com

Dear Ian and Brenton,

Trust Deed and Transfer

Thank you for your email of 17 June 2009.

I attach to this email clean copies of the following documents:-

1. Trust Deed.
2. Transfer.¹

Can you please print off 3 copies of the Trust Deed on a good quality laser printer. Do not use an inkjet printer.

Staple the Trust Deed in the top right hand corner.

Please then arrange for Booleroo Centre and District Ambulance Service Inc and the council to sign the deed with their respective common seals, in accordance with their respective constitutions. Please date the deed. When you have done so, please return all 3 copies of the deed to us for assessment of stamp duty. There should not be any stamp duty, but a deed of this nature should be lodged for the opinion of Revenue SA as a matter of caution.

In respect of the transfer, please print off one copy on a good quality laser printer. You will need to duplex this document so that the front sheet and the back sheet are only on one piece of paper. If you do not do this, it will not be accepted for registration at the Lands Titles Office.

Please note the original of this email will not be posted unless otherwise requested.

WARNING - this email is confidential

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If you do not receive this complete email, please contact us immediately.

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If you cannot do this because you do not have a printer that can do duplexing, please telephone me and I will send up a duplexed copy in the post.

Please arrange for the transfer to be signed and dated. Once again the common seals of the respective organisations should be placed on the document in accordance with their respective constitutions.

Please return the signed transfer to us in the post together with the duplicate Certificate of Title. We can then effect registration at the Lands Titles Office in due course.

My recollection was that the trust deed should ultimately be registered at the General Registry Office. Can you please confirm that this is still what you want to do. I would recommend it, as it will ensure that the trust deed is maintained in a government registry, and will always be available even if it is lost by the signing parties. If it is to be registered, I need to know the names and addresses of the witnesses to the application of the common seals on the deed.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Alf Macolino', followed by a horizontal line.

Alf Macolino
Partner
Lynch Meyer

¹ Documents as noted