

# Deed of Amendment

*Reference: MEN978-00003*

Men and Women of Football Pty Ltd (Formerly Men of  
Football Pty Ltd)

ACN 169 524 752

**Sydney**

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# Deed of amendment

## Date

**Name** Men and Women of Football Pty Ltd (Formerly Men of Football Pty Ltd) as trustee of the Men of Football Trust (**Trustee**)

**ACN** 169 524 752

**Address** Level 1, 52 Tudor Street, Hamilton NSW 2303

## Background

- A. The Men of Football Trust (**Trust**) was established by a trust deed dated 14-11-2014 (**Trust Deed**), set out at Annexure A, now known as the 'Men and Women Football Trust'.
- B. The Trustee has resolved to amend the Trust Deed in accordance with both the terms of this deed and clause 13 of the Trust Deed.

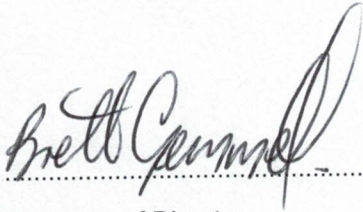
## Operative part

- 1 Amendments to the Trust Deed
  - 1.1 Delete the words 'Men of Football Trust' in clause 1 of the Trust Deed and replace it with 'Men and Women of Football'.
- 2 Effective Date
  - 2.1 The amendments in clause 1 take effect from the date of this deed.
- 3 Deed to be supplemental
  - 3.1 This deed is supplemental to the Trust Deed.
- 4 Interpretation
  - 4.1 This deed must be interpreted in accordance with the Trust Deed.
- 5 Governing law
  - 5.1 The law that governs the Trust Deed governs this deed.

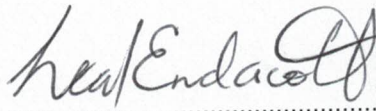
Executed as a deed poll

Executed by **Men and Women of  
Football Pty Ltd** ACN 169 524 752 in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth) by:

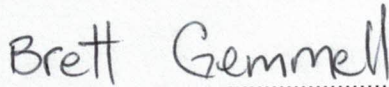
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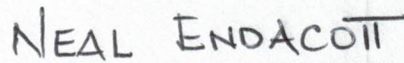
Signature of Director



Signature of Director/Secretary



Print name of Director



Print name of Director/Secretary



Annexure A      Original Trust Deed

[Insert Original Trust Deed]

## Deed of Trust

*Reference: MEN978-00001*

**11 November 2014**

Peter Griffith

Men of Football Ltd

ACN 169 524 752

**Newcastle**

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300

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# Deed

Date

## Parties

### First party

**Name** Peter Griffith (**Founder**)  
**Address** 12 Arkana Close, New Lambton Heights  
2305

**Telephone**

### Second party

**Name** Men of Football Ltd (**Trustee**)  
**ACN** 169 524 752  
**Address** Level 1, 52 Tudor Street, Hamilton NSW  
2303

**Contact**

**Telephone**

## Background

- A. The Founder wishes to establish a Fund that will operate as a Necessitous Circumstances Fund pursuant to item 4.1.3 of section 30-45 of the ITAA 97.
- B. The Fund will be known as the 'Men of Football Trust'.
- C. The Founder has paid the Settled Sum to the Trustee to hold on the trusts outlined in this deed.
- D. The Trust will solicit and receive donations and gifts from the public.
- E. The Trustee has power, among other things, to hold, apply and manage assets of the trust in fulfilment of:
  - (a) the Principal Purpose of the Trust, that is, to provide relief and assistance in the form of money, grants, interest free loans, goods or services to past and present Football Participants and their families who are in Necessitous Circumstances; and
  - (b) The General Purposes of the Trust, that is, to provide the following for persons in Necessitous Circumstances, whether or not those persons are past and present Football Participants:
    - (i) Direct Financial Assistance; and
    - (ii) Indirect Financial Assistance to any Eligible Charity, as may be determined by the Trustee from time to time.
- F. The parties enter into this deed to record their common intentions.



## Operative part

### 1 Name

The Trust is to be known as the 'Men of Football Trust'.

### 2 Definitions and interpretation

#### 2.1 Definitions

In this deed:

**Accounting Period** means:

- (a) each year ending on 30 June;
- (b) the period commencing on the date of this deed and ending on 30 June the immediate year following; and
- (c) the period commencing on the 1st day of July immediately before the Termination Date and ending on the Termination Date;

**Advisory Committee** means a committee established under clause 11;

**Associate** has the meaning outlined in section 78A of the *Income Tax Assessment Act 1936* (Cth) as if the reference to the "donor" in that section were a reference to the person who under this deed is referred to in relation to the Associate;

**Commissioner** means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97;

**Direct Financial Assistance** is relief to persons in Necessitous Circumstances, involving the distribution of money, goods and/or services to them personally and may include the use of property and other benefits;

**Donor** means the donor of a Gift to the Trust;

**Eligible Charity** means a fund, authority or institution that predominantly provides benevolent relief to Disadvantaged Persons:

- (a) which is charitable at law;
- (b) that is an exempt entity as defined in section 995-1(1) of the ITAA 97; and
- (c) gifts to which are deductible pursuant to section 30-15 of the ITAA 97.

**Football Participants** means players, officials, referees, coaches, trainers, managers, agents and any other persons actively participating in the sport or involved in the development, promotion or administration of football.

**General Purposes of Trust** means the purposes specified in clause 4.1(a)(ii);

**Gift** means a donation, bequest, government grant, endowment or any other voluntary transfer of money or property to the Trust (excluding transfers with respect to any Specified Income), including any type of gift or contribution described in item 1 of the table in section 30-15 of the ITAA 97.



**Indirect Financial Assistance** involves the distribution of money, goods and/or Services, the conferring of property rights, or other benefits, as the Trustee decides, to an Eligible Charity, for the purposes of providing relief to persons in Necessitous Circumstances;

**ITAA 97** means the *Income Tax Assessment Act 1997* (Cth);

**Necessitous Circumstances** are conditions where a person or persons, resident in Australia:

- (a) have financial resources that are insufficient to obtain all that is necessary, not only for a bare existence, but for a modest standard of living in Australia; and
- (b) experience necessitous circumstances because of social disadvantage, hardship, discrimination, death of a family member or caregiver, community emergency, disaster, accident, displacement, unemployment, addiction, sickness, suffering, distress, misfortune, disability, isolation or helplessness.

**Principal Purpose of the Trust** means the purpose specified in clause 4.1(a)(i);

**Responsible Person** means an individual who has a degree of responsibility to the community as a whole by:

- (a) performing a significant public function;
- (b) being a member of a professional body having a code of ethics or rules of conduct;
- (c) being officially charged with spiritual functions by a religious institution;
- (d) being a director of a company whose shares are listed on the Australian Securities Exchange;
- (e) receiving formal recognition from government for services to the community; or
- (f) being approved as a Responsible Person by the Commissioner, and who, unless the Commissioner otherwise agrees, is not:
  - (i) the Founder;
  - (ii) an employee of the Founder or the Trustee;
  - (iii) an Associate of the Founder or the Trustee or of the directors or members of the board or other controlling committee of the Trustee other than:
    - (A) in a professional capacity;
    - (B) as a member of the board or other controlling committee of the Trustee; or
    - (C) as a member of the Trustee.

**Settled Sum** means \$10;



**Specified Income** means income of the Trust other than Gifts;

**Trust** means the trust established under this deed;

**Trustee** means the person named in this deed as the Trustee and any other trustee for the time being of the Trust whether original, additional or substituted;

**Trust Fund** means:

- (a) the Settled Sum;
- (b) all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund;
- (c) all accretions to the Trust Fund;
- (d) all accumulations of income; and
- (e) the money, investments and property from time to time representing the above or into which they are converted,

and includes any part of the Trust Fund;

**Uncommercial Transaction** means the provision of a financial or other benefit on terms which:

- (a) would not be reasonable in the circumstances if the benefit were provided on an arm's length basis; or
- (b) are more favourable to the recipient than the terms referred to in (a),

and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

## 2.2 *Interpretation*

In this deed unless the context requires otherwise:

- (a) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning.
- (b) **(documents)** a reference to this deed means this deed as originally executed and as from time to time lawfully amended, varied or added to.
- (c) **(gender)** words importing one gender include all other genders.
- (d) **(headings)** headings and the table of contents are inserted for convenience only and do not affect interpretation of this deed.
- (e) **(including)** **including** and **includes** are not words of limitation.
- (f) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
- (g) **(month)** a reference to a month is a reference to a calendar month.
- (h) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other



organisation or legal entity, and a reference to a person includes their personal representatives, successors and permitted assigns.

- (i) **(references)** a reference to the background, a party, clause, paragraph, schedule or annexure is a reference to the background, a party, clause, paragraph, schedule or annexure to or of this deed.
- (j) **(replacement bodies)** a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.
- (k) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done.
- (l) **(singular)** the singular includes the plural and vice-versa.
- (m) **(writing)** a reference to a Notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written Notice, request, consent, approval or agreement.
- (n) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

### 3 Declaration of trust

The Founder and the Trustee declare that the Trustee must hold the Trust Fund on trusts, with the powers and subject to the provisions in this deed.

## 4 Purpose

### 4.1 *Application of income and capital*

- (a) The Trustee must hold the Trust Fund and the income of the Trust Fund derived in each Accounting Period on trust to pay or apply the income and, if and so far as it thinks fit, all or any part of the capital of the Trust Fund, for:
  - (i) The Principal Purpose of the Trust, that is, to provide relief and assistance in the form of money, grants, interest free loans, goods or services to past and present Football Participants and their families who are in Necessitous Circumstances.
  - (ii) The General Purposes of the Trust, that is, to provide the following for persons in Necessitous Circumstances, whether or not those persons are past and present Football Participants:
    - (A) Direct Financial Assistance; and
    - (B) Indirect Financial Assistance to any Eligible Charity, as may be determined by the Trustee from time to time.



- (b) For the purposes of clauses (a)4.1(a), any persons to benefit from the application of income and/or capital of the Trust Fund must be resident, or intend to be resident, in Australia.
- (c) No part of the Trust Fund or the income may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or other profit distribution, to the Trustee or any of its members or directors. However, this clause 4.1(c) does not prohibit the making of payments permitted by clause 14.
- (d) Where Gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of ITAA 97 are satisfied, a payment or application of income or capital must be made in accordance with those conditions.

#### 4.2 *Factors Trustee may consider*

In exercising its discretions under clause 4.1, the Trustee may have regard to:

- (a) any recommendations of an Advisory Committee with authority to make the recommendations; and
- (b) the provisions and objects, so far as they are consistent with the purpose of the Trust, of any other trust (including a trust established by a testamentary instrument) where:
  - (i) the capital of that other trust has been transferred to or otherwise vested in the Trustee to hold on the trusts of this deed; and
  - (ii) the trustee of the other trust has requested the Trustee to recognise the provisions or objects of the other trust in exercising the Trustee's discretions and powers under this deed.

#### 4.3 *Policies and rules*

For the purpose of paying or applying the income or capital, the Trustee may:

- (a) formulate policies;
- (b) make rules in connection with a policy; and
- (c) revoke or amend a policy or rules and formulate others.

#### 4.4 *Trustee may accumulate income*

- (a) Despite clause 4.1, the Trustee may in any Accounting Period accumulate and retain as part of the Trust Fund so much of the income of the Trust Fund as it thinks fit. Income may for example be accumulated for the purposes of acquiring income-producing assets or for later distribution.
- (b) The Trustee must not however accumulate income to the extent that to do so would clearly be regarded as excessive and inconsistent with the authorised purpose set out in clause 2.1 or would be inconsistent with any ruling or directive by the Australian Taxation Office as to accumulation. The Trustee may seek the opinion of the Australian



Taxation Office if the Trustee is uncertain whether accumulation would be excessive.

#### 4.5 *Requests from Donors*

- (a) The Trustee may maintain a management account in respect of Gifts or other receipts of money or property from a particular Donor or group of Donors and give the management account a name for identification.
- (b) The Trustee may record in the management account money or property received from a Donor or group of Donors, money received because of those gifts, and payments or applications from the management account.
- (c) The Trustee may permit the Donor or group of Donors (or persons nominated by the Donor or group of Donors) to make requests or indicate preferences, as to the name of the management account, and as to the payments or applications from the account but must not be under an obligation to, and must not give an assurance that it will:
  - (i) make a payment or application in accordance with a request or preference; or
  - (ii) obtain the approval of any person before making payments or applications from the management account.
- (d) The management account forms part of the Trust Fund and is not a separate fund.
- (e) The Trustee must not separately invest or separately account for the management account in the statutory financial statements of the Trust.
- (f) The Trustee may at any time cease to maintain the management account.
- (g) The Trustee may provide reports of the investments, payments and applications of the management account to the Donor or group of Donors.
- (h) The Trustee may formulate rules and policies relating to the maintenance of the management account provided they are not contrary to this Trust Deed or any requirements of the Commissioner of Taxation.

#### 4.6 *Uncommercial Transactions*

- (a) Despite any other provision of this deed:
- (b) the Founder;
- (c) the Trustee;
- (d) a Donor; or
- (e) an Associate of the Founder, the Trustee or a Donor

must not enter any Uncommercial Transaction with the Trust, the Trustee or relating generally to the Trust Fund.



## 5 Establishment and operation of Gift Fund

### 5.1 *Maintaining Gift Fund*

The Trustee must maintain for both the Principal Purpose of the Trust and for the General Purposes of the Trust, a single fund (**Gift Fund**):

- (a) to which Gifts for that purpose are to be made;
- (b) to which any money received by the Trust because of those Gifts is to be credited; and
- (c) that does not receive any other money or property.

### 5.2 *Limits on use of Gift Fund*

The Trustee must use the following only for the Principal Purpose of the Trust and for the General Purposes of the Trust:

- (a) Gifts made to the Gift Fund; and
- (b) any money received because of those Gifts.

### 5.3 *Winding up*

- (a) At the first occurrence of:
  - (i) the winding up of the Gift Fund; or
  - (ii) the Trust ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the ITAA 97,
  - (iii) any surplus assets of the Gift Fund must be transferred to one or more Eligible Charities as the Trustee decides.
- (b) Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B are satisfied, a transfer under this clause 5.3 must be made in accordance with those conditions.

### 5.4 *Bank account*

The Trustee must maintain a separate bank account for the Gift Fund.

### 5.5 *Gift Fund forms part of the Trust Fund*

To avoid any doubt, it is declared that the Gift Fund forms part of the Trust Fund.

## 6 Qualifications of Trustee

- (a) The Trustee must be a corporation to which paragraph 51(xx) of the *Commonwealth of Australia Constitution Act 1900* (Cth) applies or a body corporate that is incorporated in a State or Territory, whose board, management committee or other controlling body includes a majority of Responsible Persons who may, as they see fit, appoint and remove, or make provision for the appointment or removal, of members of an Advisory Committee referred to in clause 11, the majority of whom must also be Responsible Persons;



- (b) If the requirements in clause 6(a) are at any time not met, the Trustee must not exercise any discretion or power until the requirement is met or except:
  - (i) for the purpose of exercising a statutory power to appoint a new Trustee;
  - (ii) to protect the Trust Fund; or
  - (iii) in the case of urgency.
- (c) If the requirement in clause 6(a) is not met at any time and, if the Trustee does not have or is unable to exercise a statutory power of appointing a new or additional trustee as outlined in 6(b)(i), the Trustee may by writing appoint a new or additional Trustee.

## 7 Trustee's powers

### 7.1 *Investment*

The Trustee must invest money of the Trust Fund only in a way in which trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia.

### 7.2 *Other powers*

The Trustee may:

- (a) change an investment for any others or vary the terms and conditions on which an investment is held;
- (b) sell or otherwise dispose of the whole or any part of the investments or property of the Trust Fund;
- (c) borrow or raise or secure the payment of money in any manner the Trustee thinks fit and secure the repayment of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge, lien, encumbrance, debenture or other security, fixed or floating, over any present or future asset of any kind and wherever situated;
- (d) take and act on the opinion of a barrister practising in Australia in relation to the interpretation or effect of this deed or any of the trusts or powers of this deed without responsibility for any loss or error resulting from doing so, but this provision does not stop the Trustee from applying to a court of competent jurisdiction;
- (e) take any action the Trustee thinks fit for the adequate protection or insurance of any part of the Trust Fund;
- (f) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
- (g) subject to the trusts of this deed, generally:
  - (i) perform any administrative act; and



- (ii) pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses of or incidental to the Trust Fund or its management or which the Trustee thinks fit to pay or deduct (whether or not the Trustee is under any legal obligation to make the payment) or in connection with the preparation, execution and stamping of this deed, as though the Trustee were the absolute owner of the Trust Fund and the income of the Trust Fund;
- (h) attract and encourage Gifts (by will or otherwise), trust distributions and other forms of financial assistance to or for the benefit of the Trust;
- (i) employ and pay or provide any benefit for any employee without being responsible for the default of the employee or for any loss occasioned by the employment;
- (j) engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement;
- (k) sponsor, organise and undertake fund raising activities and arrange for the issue of appeals to the public for donations;
- (l) accept as part of the Trust Fund any Gifts (by will or otherwise), settlements or other dispositions in money, moneys worth or property to or in favour of the Trust Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with them in any way that the Trustee may invest, apply or deal with the Trust Fund under this deed;
- (m) decline or otherwise refuse to accept as part of the Trust Fund any Gift (by will or otherwise), settlement or other disposition in money, moneys worth or property;
- (n) manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any Eligible Charity to occupy the property on the terms and conditions the Trustee thinks fit; and
- (o) do all other things incidental to the exercise of the Trustee's powers under this deed.

### 7.3 *Powers are supplementary*

The powers and discretions in clause 7.2 are to be treated as supplementary or additional to the powers vested in trustees by law.

## 8 *Liability for breaches of trust*

The Trustee, where purporting to act in the exercise of the trusts and powers of this deed, and any officer, agent or employee of the Trustee purporting to exercise powers under this deed, is:

- (a) not liable for any loss or liability; and



- (b) entitled to be indemnified from the Trust Fund in respect of any loss or liability,
- unless the loss or liability is attributable to:
- (c) the dishonesty of the Trustee (or of the relevant officer, agent or employee of the Trustee); or
  - (d) the wilful commission or omission of an act known by the Trustee (or by the relevant officer, agent or employee of the Trustee) to be a fraudulent breach of trust in bad faith.

## 9 Indemnity of Trustee from Trust Fund

The Trustee is entitled to be indemnified out of the Trust Fund in respect of:

- (a) all costs and expenses incurred by the Trustee relating to:
  - (i) entering into this deed or any deed amending this deed;
  - (ii) establishing, operating, administering, amending, terminating and winding up the Trust; or
  - (iii) otherwise in respect of the Trust and all matters incidental to the Trust; and
- (b) all liability incurred (including liability for income tax and any other taxes and all fines and penalties payable in relation to those taxes) and acts and things done in connection with or resulting from the matters referred to in clause 9(a) including, but not limited to, the Trustee performing its duties and exercising its powers, rights and discretions under this deed.

## 10 Books of account and receipts

### 10.1 *Trustee to keep accounts*

The Trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Fund and of all dealings connected with the Trust Fund.

### 10.2 *Financial statements*

As soon as practicable after the end of each Accounting Period, the Trustee must prepare or cause to be prepared a financial statement showing the financial position of the Trust Fund at the end of that Accounting Period.

### 10.3 *Audit*

The financial statement must be audited by a person registered, or taken to be registered as an auditor under Part 9.2 of the *Corporations Act 2001*.

### 10.4 *Receipts for Gifts*

Receipts issued for Gifts must state:

- (a) the name of the Trust;
- (b) the Australian Business Number applicable to the Trust;



- (c) the fact that the receipt is for a Gift; and
- (d) any additional information required by section 30-228 of the ITAA 97.

## 11 Advisory Committees

- (a) The Trustee may establish Advisory Committees and appoint and remove, or make provision for the appointment and removal of, members of Advisory Committees.
- (b) Each Advisory Committee may consist of a single individual or the number of individuals that the Trustee decides.
- (c) The functions of each Advisory Committee will be decided by the Trustee and, subject to the Trustee's decision, will be to advise the Trustee on how payments or applications of income and capital should be made under clause 4.
- (d) The Trustee may specify:
  - (i) the manner in which proceedings of each Advisory Committee are to be conducted;
  - (ii) the matters which the Advisory Committee must have regard to in carrying out its functions; and
  - (iii) any other matters concerning the Advisory Committee or its functions that the Trustee decides.
- (e) To avoid any doubt, it is declared that the Trustee may appoint a single individual to act as an Advisory Committee.

## 12 Patrons

- (a) The Trustee may appoint distinguished individuals of the highest personal and professional integrity to the position of patron of the Trust Fund in accordance with this clause 12.
- (b) In a manner agreed between the patron and the Trustee, a patron must take an interest in the purposes of the Trust Fund, represent the Trustee at events at the invitation of the Trustee, and promote the purposes of the Trust Fund in the public sphere.
- (c) An Advisory Committee as allowed by this deed may make a recommendation for the appointment of a patron for consideration by the Trustee.
- (d) A patron shall cease to hold such position upon resignation, by a decision of the Trustee, or on the expiry of a period of three (3) years from the date of appointment. A patron may be reappointed by the Trustee following the expiry of their three (3) year term.
- (e) There will be no more than three (3) patrons of the Trust Fund at any one time.
- (f) A patron shall not be entitled to any remuneration from the Trust Fund for performing such position for the Trustee.



## 13 Amending this deed

The Trustee may by deed revoke, add to or vary any of the provisions of this deed, so long as:

- (a) no part of the Trust Fund or the income of the Trust Fund becomes subject to any trusts other than public charitable trusts; and
- (b) unless the Commissioner has consented to the revocation, addition or variation:
  - (i) no part of the Trust Fund or the income of the Trust Fund becomes subject to trusts other than trusts for the provision of money, property or benefits to or for Eligible Charities;
  - (ii) no amendment is made to or affecting clauses 4.1, 4.4, 4.5, 5.1 and 5.3;
  - (iii) no amendment is made which authorises the Trustee to invest money of the Trust Fund other than in a manner in which trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia;
  - (iv) no amendment is made to this clause 13 so as to permit this deed to be amended in a manner prohibited by clauses 13(b)(i), (ii) or (iii); and
  - (v) the Trustee notifies the Commissioner of the amendment.

## 14 Trustee's remuneration

The Trustee may charge and be paid out of any part of the capital or income of the Trust Fund the remuneration that the Trustee considers to be fair and reasonable. However, the maximum remuneration chargeable by the Trustee in respect of any Accounting Period must not exceed an amount equal to the maximum commission chargeable by trustee companies under the *Trustee Companies Act 1964* (NSW) in respect of that Accounting Period.

## 15 General

### 15.1 Receipts by others

The receipt of the person purporting to be the treasurer, secretary or other proper officer of any recipient of a payment or application of income or capital from the Trust Fund under this deed is a sufficient discharge to the Trustee and the Trustee need not see to the application of the payment or application.

### 15.2 Trustee's discretions and powers

Except where there is an express contrary provision in this deed, every discretion given to the Trustee is absolute and uncontrolled and every power given to it is exercisable at its absolute and uncontrolled discretion.



### 15.3 *Personal interest of Trustee*

The Trustee may exercise or concur in exercising all powers and discretions given by this deed or by law (including making any investment authorised under clause 7.1) even though the Trustee:

- (a) has or may have a direct or personal interest in the method or result of exercising the power or discretion; or
- (b) may benefit either directly or indirectly from the exercise of any power or discretion,

and even if the Trustee is a sole trustee.

### 15.4 *Personal interest of director or member of Trustee*

- (a) The Trustee may exercise or concur in exercising all powers and discretions given by this deed or by law (including making any investment authorised under clause 7.1) even though a director or member of the Trustee, involved in the exercise of such powers and discretions:

- (i) has or may have a direct or personal interest in the method or result of exercising any such power or discretion; or
- (ii) may benefit either directly or indirectly from the exercise of any such power or discretion,

but only if the direct or personal interest or benefit has been declared and considered in compliance with clauses 15.4(b) and 15.4(c) before the powers and discretions referred to in this clause are exercised by the Trustee.

- (b) Any person who is a director or member of the Trustee, involved in the exercise of the powers and discretions given by this deed or by law, who is in any manner, whether directly or indirectly, personally interested in a matter in which the Trust has an interest, or a proposed interest, must declare that interest by providing written notice to the Trustee's Board of Directors and to the relevant Advisory Committee of the Trustee as appointed under clause 11 of this deed, at the first meeting after he or she becomes aware of the interest.
- (c) The notice referred to in clause 15.4(b) must accurately state the nature and extent of the direct or personal interest, whether that interest is a relationship or association with a specified person, the holding of any office, or being a member, shareholder or partner of a specified corporation, firm or other entity, or the holding of any property or investment, whether directly or indirectly, which may create personal duties or interests in conflict with the duties or interests of the person who is a director or member of the Trustee and who is involved in the exercise of the powers and discretions given by this deed or by law.
- (d) Any person who is a director or member of the Trustee, who is involved in the exercise of the powers and discretions given by this deed or by



law, and who has a material direct or personal interest in a matter which the Trust has an interest, or a proposed interest, must be absent from any meetings and decision making processes of the Trustee while the matter is being considered, unless the Trustee is satisfied that the interest should not so disqualify the person concerned.

- (e) If a director or member of the Trustee involved in the exercise of the powers and discretions given by this deed or by law gains a direct or personal interest in a contract or arrangement which the Trust has already entered into, he or she must declare that interest in accordance with clauses 15.4(b) and 15.4(c) of this deed and must account to the Trustee for any profit realised by or under that contract or arrangement, unless the Trustee decides otherwise.
- (f) Exercise of the powers and discretions of the Trustee following inadvertent failure of a director or member of the Trustee to comply with the disclosure required by clauses 15.4(b) and 15.4(c) will not void or render voidable the powers and discretions so exercised.

#### 15.5 *Delegation of powers*

The Trustee may by power of attorney or otherwise delegate to any person any of the discretionary or other powers given to it under this deed. The execution or exercise of any of the trusts or powers of this deed by an attorney or delegate is valid and effectual and binds all persons interested in the Trust Fund.

#### 15.6 *Trustee's receipts*

The Trustee may receive capital and other money and give valid receipts for all purposes including:

- (a) those of any statute; and
- (b) the receipt of any capital money which may or may not be deemed to be capital money for the purposes of any law relating to settled land,

and even if the Trustee is a sole trustee.

#### 15.7 *Trustee's decisions*

The Trustee may decide:

- (a) whether any money is to be considered as capital or income;
- (b) whether any expense, outgoing or other payment ought to be paid out of capital or income; and
- (c) all questions and matters of doubt arising in the execution of the trusts of this deed.

Every decision on these matters, whether made on a question actually raised or implied in the acts or proceedings of the Trustee, is conclusive and binds all persons interested under this deed.



**15.8** *Termination and the rule against perpetuities*

- (a) This Trust terminates on the earlier of:
  - (i) a resolution of at least 75% of the members of the Trustee; or
  - (ii) the 80th anniversary from the date of this deed.
- (b) On termination in accordance with clause 15.8(a), the Trust Fund must be dealt with in accordance with clause 5.3.
- (c) Any variation of this Trust deed must not infringe the rule against perpetuities.

**16** **Governing law**

This deed is governed by the laws of New South Wales.

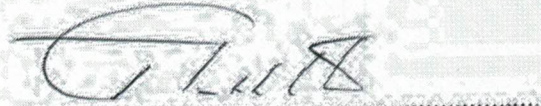


Executed as a deed

Signed, sealed and delivered by Peter  
Griffith in the presence of:

)  
)  
)

  
Signature of Witness


  
Signature of Peter Griffith

PATRICIA ANNE GRIFFITH  
Print name of Witness


12 ARKANA CLOSE  
HEN LAMBTON NCTS  
Address of Witness

Executed by Men Of Football Ltd ACN 169  
524 752 in accordance with section 127 of the  
Corporations Act 2001 (Cth) by:

)  
)  
)  
)

  
Signature of Director

NEAL ENDACOTT  
Print name of Director

  
Signature of Director/Secretary

BRETT GEMMELL  
Print name of Director/Secretary