

# Athena Urabbanakis Promachos Trust Deed

as made 5 March 2024

URABBA PARKS PTY LTD  
Advocate-General's Department



**Athena  
Urabbanakis  
Promachos  
Trust Deed**





# Athena Urabbanakis Promachos Trust Deed

Printed on 5 March 2024

*together with*

**Deed made under the *Charities Act 1978* (Victoria)**

**Record of resolution made at Proprietary Council on  
5 March 2024**

with

**Explanatory Memorandum**

and

**Index**

by the

Advocate-General's Department

and

Company Secretary

**URABBA PARKS PTY LTD**  
**Advocate-General's Department**

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together with deed made under the *Charities Act 1978* (Victoria),  
record of resolution made at Proprietary Council on 5 March 2024  
and related extrinsic material.

Includes index.

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Company Secretary

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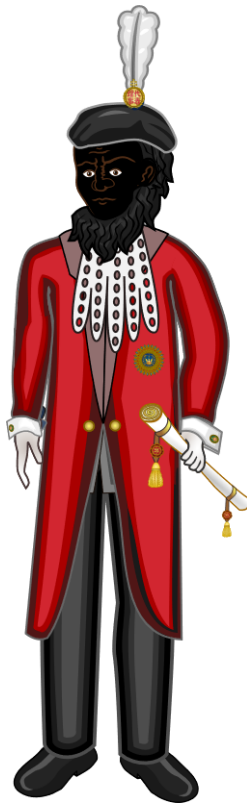
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## Acknowledgement of Country

The Urabbaparcensian Government acknowledges the traditional ownership of the Wiradjuri Nation upon whose ancestral lands the Flandrensian Ecological County of New Eurabba is now located, as well as all Aboriginal and Torres Strait Islander communities throughout Australia. We would also like to pay respect to all Indigenous Elders past, present and emerging, acknowledging them as the traditional custodians of knowledge for these lands.

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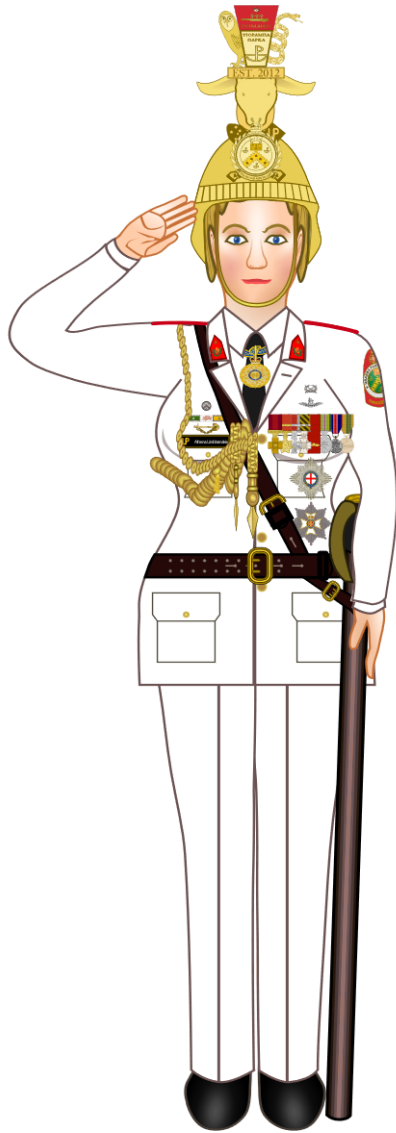






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UP





Daniel James Racovolis Enactor

# Athena Urabbanakis Promachos Trust Deed

As made 5 March 2024

U2024D00001

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# Athena Urabbanakis Promachos Trust Deed

As made 5 March 2024

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# Athena Urabbanakis Promachos Trust Deed

## Recitals

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- 1 The Settlor wishes to establish a trust for the purposes of an Environmental Organisation.
- 2 The Settlor has paid the Settled Sum to the Trustee to hold on the trusts outlined in this deed and in accordance with the relevant law.

## This deed witnesses as follows:

### 1 Preliminary

---

This deed:

- (a) is the **Athena Urabbanakis Promachos Trust Deed**; and
- (b) was made:
  - (1) in the jurisdiction specified in item 1 of the Trust Details (being the table in schedule 1); and
  - (2) on the day specified in item 2 of the Trust Details; and
  - (3) between the Settlor identified in item 3 and the Initial Trustee and Appointor identified in item 5 of the Trust Details; and
- (c) includes all material from and including the title of this deed to the end of the last schedule (subject to the rule of interpretation of headings in clause 2.3).

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## 2 Definitions and interpretation

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### 2.1 Definitions

In this deed:

<b>Term</b>	<b>Meaning</b>
<b>ACNC Act</b>	<i>Australian Charities and Not-for-profits Commission Act 2012.</i>
<b>Associate</b>	as outlined in section 318 of the ITAA 36.
<b>Charitable</b>	Charitable within: <ul style="list-style-type: none"> <li>• the Governing Law; and</li> <li>• the laws of the Commonwealth.</li> </ul>
<b>Commissioner</b>	the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97.
<b>Commissioner of the ACNC</b>	the Commissioner of the Australian Charities and Not-for-profits Commission for the purposes of the ACNC Act.
<b>Deductible Contribution</b>	a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event held for the purpose of the Trust.
<b>Donor</b>	the donor of a Gift or a Deductible Contribution to the Trust.

---

## Definitions and interpretation

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<b>Educational Purposes</b>	purposes falling in paragraph (b) of item 6.1.1 of the table in section 30-55 of ITAA 97.
<b>Eligible Entity</b>	an entity: <ol style="list-style-type: none"><li>1 which is Charitable; and</li><li>2 gifts to which are deductible under item 6.1.1 of the table in section 30-55 of ITAA 97.</li></ol>
<b>Environmental Organisation</b>	an Eligible Entity.
<b>Financial Year</b>	the period from the date of this deed to the following 30 June and then each period of 12 months beginning on 1 July and ending on 30 June in each year or such other period as determined by the Trustee.
<b>Gift</b>	a gift as described in item 2 of the table in section 30-15 of the ITAA 97 to the Trust.
<b>Gift Fund</b>	a gift fund maintained under section 30-130 of the ITAA 97.
<b>Governing Law</b>	the laws of the jurisdiction named in clause 1.
<b>ITAA 36</b>	the <i>Income Tax Assessment Act 1936</i> .
<b>ITAA 97</b>	the <i>Income Tax Assessment Act 1997</i> .
<b>Officer</b>	Officer of the Trustee means: <ol style="list-style-type: none"><li>1 an officer of the Trustee within the meaning of the <i>Corporations Act 2001</i>; and</li></ol>

- 2 a person (whether or not also falling in item 1) holding office under a provision of the Constitution or a resolution of the members of the Trustee, or any law or instrument having effect under the Constitution or resolution.

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**Protective Purposes** purposes falling in paragraph (a) of item 6.1.1 of the table in section 30-55 of ITAA 97.

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**Relevant Law**

- 1 an Act of which the Commissioner has the general administration (including a part of an Act to the extent to which the Commissioner has the general administration of the part);
- 2 where the Trust is registered as a charity under the ACNC Act, an Act of which the Commissioner of the ACNC has the general administration (including a part of an Act to the extent to which the Commissioner of the ACNC has the general administration of the part); and
- 3 regulations under an Act falling in this definition (including such a part of an Act).

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**Settled Sum** \$10.

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**TAA 53** the *Taxation Administration Act 1953*.

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**Trust** the Trust established under this deed.

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**Trust Activity**

- 1 an operation, event, service, place or thing the Trustee declares an activity of the Trust on the basis the operation, event, service, place or thing is for Protective Purposes, for public benefit, is lawful, in Australia and is in the best interests of the Trust to undertake;
- 2 an exercise of the powers of the Trustee under this deed or otherwise under law;

---



## Definitions and interpretation

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- 3 an operation, event, service, place or thing that is done secondary, ancillary, necessary or incidental to a purpose falling in this definition;

and includes any part of a Trust Activity.

---

**Trust Details** the table in schedule 1.

---

**Trust Fund**

- 1 the Settled Sum;
- 4 all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund including all Gifts and Deductible Contributions;
- 5 all income of the Trust Fund including income earned or to which it is entitled;
- 6 all accretions to the Trust Fund;
- 7 all accumulations of income;
- 8 all 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.

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**Trust Purpose** the purpose outlined in clause 4.

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**Trustee** the person named in the execution block as the Trustee (to the extent the person remains a Trustee) and any other Trustee for the time being of the Trust.

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## 2.2 Interpretation

In this deed unless the context requires otherwise:

- (a) the singular (including defined terms) includes the plural and the plural includes the singular, and words of any gender include all genders; and
-

- (b) a reference to this deed means this deed as originally executed and as from time to time lawfully amended and in force; and
- (c) a reference to any legislation or legislative instrument or a provision of any legislation or legislative instrument, includes any amendment to that legislation or legislative instrument or provision, any consolidation or replacement of that legislation or legislative instrument or provision, and any subordinate legislation or legislative instrument made under that legislation or legislative instrument; and
- (d) a reference to an Act of Parliament is a reference to a Commonwealth Act; and
- (e) a reference to a donation includes a Gift.

### **2.3 Headings**

Headings are used for convenience only and do not affect the interpretation of this deed.

## **3 Declaration of trust**

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The Settlor and the Trustee declare that the Trustee must hold the Trust Fund on the trusts, with the powers and subject to the provisions in this deed, having the name set out in item 7 of the Trust Details.

## **4 Trust Purpose**

---

### **4.1 Payment and application of the Trust Fund**

The Trustee must pay or apply the Trust Fund solely for the purpose of:

- (a) Protective Purposes; or
- (b) Educational Purposes.

### **4.2 Factors Trustee may consider**

In exercising its discretions under clause 4.1 and subject to clause 4.5, the Trustee may have regard to the provisions and objects, so far

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## Related party benefits

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as they are consistent with the Trust Purpose, of any other trust (including a Trust established by a testamentary instrument) where:

- (a) the capital of the other trust has been transferred to or otherwise vested in the Trustee to hold on the Trusts of this deed; and
- (b) 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 Not-for-profit entity**

The Trust is established as and must operate as a not-for-profit entity.

### **4.4 In Australia**

The Trust is established in and must operate only in Australia.

### **4.5 No conduit policy**

- (a) Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the Trust and not be influenced by the preference of the donor.
- (b) The Trust will not pass a donation of money or property to other organisations, bodies or persons as a condition of a donation.
- (c) The Trustee shall endeavour to publicise this policy when seeking donations.

## **5 Related party benefits**

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### **5.1 Transaction that is uncommercial**

- (a) The Trustee may not enter into any transaction that is uncommercial when entered into, unless the transaction is:
  - (1) with an Eligible Entity; and
  - (2) is in course of furtherance of the Trust Purpose;

unless the transaction is on terms more favourable to the Trust than would otherwise be expected under an arm's length transaction.

- (b) In clause 5.1(a), a transaction that is uncommercial is the provision of a financial or other benefit on terms which:
- (1) would not be reasonable in the circumstances if the benefit were provided on an arm's length basis; or
  - (2) are more favourable to the recipient than the terms referred to in clause 5.1(b)(1);

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

## 5.2 Benefits

Apart from a payment or application in accordance with clauses 4.1, 5.1, 8 or 10, or a payment or application allowed by the Commissioner, no part of the Trust Fund may be paid or applied, directly or indirectly, to or for the following:

- (a) a Trustee;
- (b) a member, director, employee, agent or Officer of a Trustee;
- (c) a Donor;
- (d) a Settlor;
- (e) an Associate of an entity falling in subclauses (a) to (d).

## 6 Gift Fund

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The Trustee shall maintain as part of the Trust Fund a Gift Fund:

- (a) having the name set out in item 9 of the Trust Details; and
  - (b) which shall only be used for the purposes in item 9 of the Trust Details (the **Fund Purpose**); and
  - (c) to which all Gifts and Contributions for the Fund Purpose are made to; and
  - (d) to which all money received because of such Gifts and Contributions are credited to; and
  - (e) that does not receive any other money or property; and
-

- (f) in the case of the winding up of the Trust, it ceasing to be an Environmental Organisation, or the revocation of the Trust's endorsement as an Environmental Organisation or a change in the Fund Purpose—must be distributed in its entirety to an Eligible Entity having the same principal purpose as the Fund Purpose immediately before the winding up, cessation, revocation or change.

## 7 Trustee's powers

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### 7.1 Powers

The Trustee must operate the Trust as an Environmental Organisation, and may invest surplus funds only in a way in which Trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia and, where relevant, consistent with the Trust's investment strategy. In particular the Trustee has the power to:

- (a) operate the business of an Environmental Organisation (**the Charity**), including the power:
  - (1) to declare Trust Activities, and vary and revoke such declarations; and
  - (2) to operate any business that is secondary, ancillary or necessary for the operation of the Charity; and
  - (3) to acquire property, plant, and equipment (including land), for the purposes of the Charity or a business falling in subclause (2); and
- (b) change an investment for any others or vary the terms and conditions on which an investment is held; and
- (c) sell or otherwise dispose of the whole or any part of the investments or property of the Trust Fund; and
- (d) borrow or raise or secure the payment of money 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; and
- (e) 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; and

- (f) take any action for the adequate protection or insurance of any part of the Trust Fund; and
  - (g) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind; and
  - (h) subject to the trusts of this deed, generally:
    - (1) perform any administrative act; and
    - (2) whether or not the Trustee is under any legal obligation to make the payment, pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses:
      - (A) of or incidental to the Trust Fund or its management, winding up, ceasing to be an Environmental Organisation, or revocation of endorsement as a deductible gift recipient under Subdivision 30BA of the ITAA 97; or
      - (B) in connection with the preparation, execution, stamping and amending of this deed;
- other than a payment of, or reimbursement for, any penalties under section 426-120 of Schedule 1 to the TAA 53; and
- (i) employ and pay or provide any benefit for any employee; and
  - (j) engage and pay any agent, contractor or professional person; and
  - (k) accept as part of the Trust Fund any gifts (by will or otherwise), donations, 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; and
  - (l) decline or otherwise refuse to accept as part of the Trust Fund any gift (by will or otherwise), donation, settlement or other disposition in money, moneys worth or property; and

## Indemnity for breaches of trust

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- (m) manage any real property it holds with all the powers of an absolute owner; and
- (n) subject to any limitation as to copyright, compile, disseminate, publish or otherwise authorise the publication or dissemination of this deed:
  - (1) as originally executed; or
  - (2) as in force at a particular time;either in whole or in part; and
- (o) do all other things incidental to the exercise of the Trustee's powers under this deed.

### 7.2 Powers are supplementary

The powers and discretions in clause 7.1 are to be treated as supplementary or additional to the powers vested in Trustees by law.

## 8 Indemnity for breaches of trust

---

### 8.1 Indemnity

Subject to clause 8.2, the Trustee and any Officer, agent or employee of the Trustee, where purporting to act in the exercise of the trusts of this deed or in the exercise of powers or discretions under this deed is entitled to be indemnified from the Trust Fund in respect of any loss, liability, costs and expenses relating to:

- (a) entering into this deed or any deed amending this deed; and
- (b) establishing, operating, administering, amending, terminating and winding up the Trust; and
- (c) all matters incidental to the Trust; and

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 above including, but not limited to, the Trustee performing its duties and exercising its powers and discretions under this deed.

## **8.2 Limitations**

Notwithstanding clause 8.1, the Trustee and any Officer, agent or employee of the Trustee is prohibited from being indemnified from the Trust Fund if the loss, liability, cost or expense is attributable to the following:

- (a) the dishonesty of that Trustee, Officer, agent or employee of the Trustee;
- (b) gross negligence or recklessness of that Trustee, Officer, agent or employee of the Trustee;
- (c) a deliberate act or omission known by that Trustee, Officer, agent or employee of the Trustee to be a breach of trust;
- (d) penalties under section 426-120 of Schedule 1 to the TAA 53.

## **9 Amending this deed**

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### **9.1 Method of alteration**

The Trustee may by deed revoke, add to or vary any of the provisions of this deed, provided that an amendment of clause 13 or of items 5 or 6 of the Trust Details shall be done with the consent of the person who would succeed to the Appointorship under clause 13.3 if the Appointor for the time being ceases to hold the Appointorship.

### **9.2 Effect of certain variations**

A variation to this Trust, whether by amendment of the provisions of this deed or otherwise, that has the effect of the Trust ceasing to be an Environmental Organisation is void so as to affect the application of:

- (a) any property acquired under any disposition or agreement previously made otherwise than for full consideration in money or money's worth, or any property representing property so acquired; or
- (b) any property representing income which has accrued before the variation is made; or; or
- (c) the income from any such property.



## **10 Trustee's remuneration and expenses**

---

The Trustee may apply the Trust Fund to:

- (a) pay fair and reasonable remuneration for the services of the Trustee in administering the Trust at a rate not exceeding 1.056% annually (GST inclusive) of the gross value of the Trust Fund; and
- (b) pay, or reimburse the Trustee for, reasonable expenses incurred:
  - (1) as Trustee of the Trust; or
  - (2) otherwise than as Trustee of the Trust, where the expense falls within the table in schedule 2, subject to the conditions relating to the item;

but may not apply the Trust Fund for a payment of, or reimbursement for, any penalties under section 426-120 of Schedule 1 to the TAA 53.

## **11 Discretion of the Trustee**

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### **11.1 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.

### **11.2 Personal interest of Trustee**

Subject to the requirements of clause 5 and the Relevant Law, the Trustee and any Officer of the Trustee may exercise or concur in exercising all powers and discretions given by this deed or by law even though the Trustee or that person:

- (a) has or may have a direct or personal interest or a conflict of fiduciary duty 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 though the Trustee is a sole Trustee.

### **11.3 Trustee's decisions**

The Trustee may decide:

- (a) whether any money is to be considered as capital or income; and
- (b) whether any expense, outgoing or other payment ought to be paid out of capital or income; and
- (c) the method of apportioning any expense or cost under schedule 2; and
- (d) 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.

## **12 Winding up**

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- (a) Upon whichever is the earliest of the winding up of the Trust, it ceasing to be an Environmental Organisation, or the revocation of the Trust's endorsement as an Environmental Organisation the Trustee must pay or apply any assets of the Trust Fund remaining after the satisfaction of all its debts and liabilities to or for Eligible Entities, as the Trustee decides.
- (b) Where gifts to an Eligible Entity are deductible only if, among other things, the conditions set out in the item 6.1.1 of the table in section 30-55 of ITAA 97 are satisfied, a payment or application under subclause (a) must be made in accordance with those conditions.

## **13 Appointor**

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### **13.1 Appointor's powers**

The Appointor may by deed:

- (a) appoint themselves as a Trustee; or
  - (b) appoint another person as a Trustee; or
-

- (c) retire as a Trustee, where at least one Trustee remains after the cessation of the Appointor as Trustee; or
- (d) remove another person holding office as Trustee.

### **13.2 Initial Appointor**

The person named in item 5 of the Trust Details is the Appointor, unless the Appointorship vests in another person under clause 13.3.

### **13.3 Succession to Appointorship**

If the Appointor:

- (a) dies or is dissolved; or
- (b) is ineligible under the Governing Law to be Appointor of the Trust; or
- (c) is ordered to wind up under the *Corporations Act 2001*; or
- (d) passes a resolution of its members or directors:
  - (1) to wind up; or
  - (2) to dispose of all of its business and undertaking; or
  - (3) to discontinue the Trust or its operations; or
  - (4) under this subclause;

the Appointorship shall vest in the next person eligible to succeed as set out in item 6 of the Trust Details, except in the case of a person who by notice to the Trustee renounces their right to succeed to the Appointorship or does not respond within 28 days of notice being published of a circumstance falling within this clause.

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## Schedule 1 Trust Details

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This table has effect under the definition of **Trust Details** in clause 2.1.

### Trust Details

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Item	Column 1 Description	Column 2 Detail
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#### Part 1—Permanent details

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1	<b>Jurisdiction</b>	Victoria
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2	<b>Establishment</b>	5 March 2024
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3	<b>Settlor</b>	D.J. Racovolis Services Proprietary Limited ACN 134 206 241
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4	<b>Settlement</b>	\$10
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#### Part 2—Appointor details

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5	<b>Initial Trustee and Appointor</b>	Urabba Parks Proprietary Limited ACN 159 318 859
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6	<b>Order of Succession to the Appointorship</b>	1 Daniel James Racovolis 2 a descendant of Peter Seraphim Racovalis, late of Melbourne, in the order of absolute primogeniture
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**Trust Details**

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<b>Item</b>	<b>Column 1 Description</b>	<b>Column 2 Detail</b>
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**Part 3—Name details**

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<b>7</b>	<b>Trust Name</b>	Athena Urabbanakis Promachos Trust
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**Part 4—Beneficiary details**

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<b>8</b>	<b>Beneficiary</b>	the Trust Purpose as provided in clause 4.1.
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**Part 5—Fund details**

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<b>9</b>	<b>Gift Fund Name</b>	Urabbanakis Protective Fund
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<b>10</b>	<b>Gift Fund Purpose</b>	Protective Purposes
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## Schedule 2 Specific purposes

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This table has effect under subclause 10(b)(2).

### Specific purposes

Item	Column 1 Expense	Column 2 Conditions
1	<p><b>Fixed landholding charges</b></p> <p>State and local government taxes, rates and charges (including but not limited to water connection and waste management charges) in respect of a landholding principally occupied by the Trustee or a wholly-owned subsidiary of the Trustee, other than charges based on usage.</p>	<p>Must be in proportion to the area managed by the Trustee as Trustee of the Trust of the total area of the landholding.</p>
2	<p><b>Variable landholding charges</b></p> <p>State and local government taxes, rates and charges based on usage of a utility of a landholding principally occupied by the Trustee or a wholly-owned subsidiary of the Trustee.</p>	<p>Must be in proportion to the use of the Trustee as Trustee of the Trust of the total usage of the utility, or directly attributable to the Trustee as Trustee of the Trust.</p>
3	<p><b>Memberships and insurance premiums</b></p> <p>Recurring membership fees and insurance premiums and related charges issued by the following:</p> <ol style="list-style-type: none"> <li>1 an insurance business;</li> <li>2 a Landcare Representative Body or Network;</li> </ol>	<p>In the case of membership of an organisation—the organisation must represent, operate or be located in an area where the Trust conducts Protection Activities.</p>

**Specific purposes**

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<b>Item</b>	<b>Column 1 Expense</b>	<b>Column 2 Conditions</b>
	3	an Environmental Organisation.
<b>4</b>	<p><b>Utility costs</b></p> <p>Connection and usage costs of electricity, water, gas, telephone and internet (other than costs falling in a previous item) connected to premises principally occupied by the Trustee or a wholly-owned subsidiary of the Trustee.</p>	<p>The cost shall be apportioned by the usage of the utility for the purpose of operations of the Trust, as a proportion of the total usage the utility.</p>
<b>5</b>	<p><b>Employee benefits and contractor expenses</b></p> <p>1 Benefits provided to employees in the course of employment.</p> <p>2 Fees of contractors, agents and professionals for work directly related to Trust Activities.</p>	<p>In the case of employee benefits and expenditure on providers of services not wholly engaged in operations of the Trust a timesheet must be kept which separates time spent on operations of the Trust and other operations.</p>
<b>6</b>	<p><b>Running costs, repairs and maintenance</b></p> <p>1 Running costs and repairs and maintenance of property, plant and equipment (other than land and buildings) used in Trust Activities.</p> <p>2 Repairs and maintenance of buildings or improvements to buildings used wholly for Trust Activities.</p>	

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**Specific purposes**

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<b>Item</b>	<b>Column 1 Expense</b>	<b>Column 2 Conditions</b>
<b>7</b>	<b>Environmental protection works</b> Materials used in environmental protection works.	
<b>8</b>	<b>Travel costs</b> Expenditure associated with travel and accommodation of persons engaged by the Trustee or a wholly-owned subsidiary (whether or not employees or otherwise paid) engaged in Trust Activities.	Each day of which the expense relates must be in relation to a group of people, no more than 50% of whom are related to each other.
<b>9</b>	<b>Operational costs</b> An expense (other than an expense of a capital nature or falling in a previous item) directly attributable to Trust Activities.	The expense must be wholly attributable to the trust or records to support the method of apportionment of the expense must be kept.

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## Executed as a deed

### Settlor

Signed sealed and delivered by  
**D.J. Racovolis Services Proprietary Limited**  
Australian Company Number 134 206 241



Daniel James Racovolis  
Sole Director



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### Trustee

Signed sealed and delivered by  
**Urabba Parks Proprietary Limited**  
Australian Company Number 159 318 859  
by



Daniel James Racovolis Enactor  
Sole Director and Company Secretary



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(U2024D00001)

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## Deed made under the Charities Act 1978 (Victoria)

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The Trustee of the Athena Urabbanakis Promachos Trust namely, Urabba Parks Proprietary Limited (ACN 159 318 859), after having regard to the effect of this declaration on the liability of the trust to income tax, declares that the power conferred by section 7K of the *Charities Act 1978* (Victoria) to provide money, property or benefits to or for an eligible entity, or for the establishment of an eligible entity, within the meaning of that section, is approved as a power that the Trustee for the time being of the Athena Urabbanakis Promachos Trust is authorised to exercise.

Dated: 5 March 2024

Executed as a deed:

Signed sealed and delivered by

**Urabba Parks Proprietary Limited**

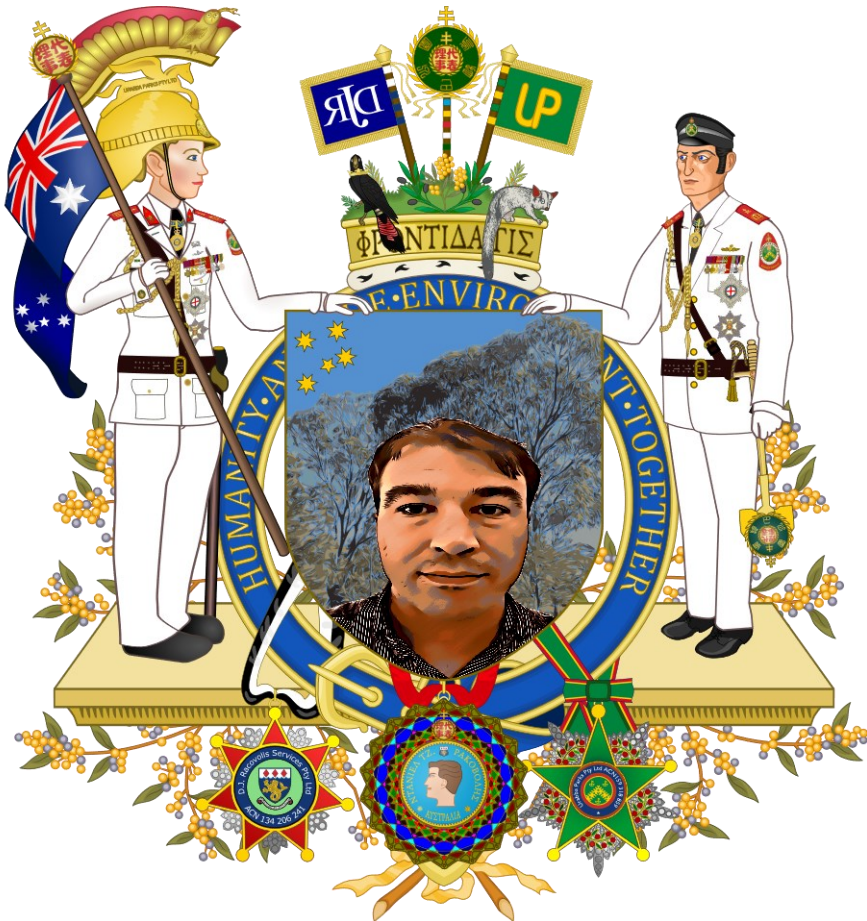
by:



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**Daniel James Racovolis Enactor**  
Sole Director and Company Secretary







## ADVOCATE-GENERAL

Departmental No.  
2024/1

Meeting No 2024/1

**Approved in Council**

Daniel James Racovolis  
Enactor

**5 March 2024**

Recorded in the minute  
book



Per the Secretary to the  
Proprietary Council  
**U2024D00001M**

### Minute Paper for the Proprietary Council

Establishment of Trust

*Constitution*

Athena Urabbanakis Promachos Trust Deed

Deed made under the *Charities Act 1978*  
(Victoria)

Recommended for the approval of the  
Manager-General in Council that he  
authorise the execution of these deeds in  
the attached form under section 127 of the  
*Corporations Act 2001* of the  
Commonwealth.



Advocate-General  
Urabba Parks Proprietary Limited  
ACN 159 318 859

### **Attachments**

- 1 The Athena Urabbanakis Promachos Trust Deed
- 2 Deed made under the *Charities Act 1978* (Victoria)
- 3 Explanatory Statement to the Athena Urabbanakis Promachos Trust Deed

### **Notes**

- 1 Each resolution of the Manager-General acting on the advice of the Proprietary Council is a resolution of the members of Urabba Parks Pty Ltd: see subsection 13(4) of the Constitution.
- 2 Each resolution of the Ministers advising the Manager-General in the Proprietary Council is a resolution of the directors of Urabba Parks Pty Ltd: see subsection 15(3) of the Constitution.
- 3 The Enactor is acting in place of the Manager-General by virtue of being an Honorary Manager present at the proceedings of Urabba Parks Pty Ltd: see the definition of *Manager-General* in subsection 4(1) of the Constitution.
- 4 Advice is taken to be given by the responsible Minister to make this Act if the Houses of the Parliament are vacant in the whole: see paragraph 19(2)(e) of the Constitution.

**URABBA PARKS PTY LTD**  

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**Advocate-General's Department**

## Explanatory Memorandum—Minute 1 of 2024

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### Athena Urabbanakis Promachos Trust Deed (the deed)

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#### Outline

Subsection 61(1) of the Constitution of Urabba Parks Proprietary Limited (**Urabbaparcensia**) provides that the executive power is vested in the Enactor and exercisable by the Manager-General. This executive power includes the authority to execute documents on behalf of Urabbaparcensia, including deeds. The deed institutes the Athena Urabbanakis Promachos Trust (the **Trust**), as part of the Corporate Government’s Bodyguard Reform Package. The parties to the deed are the Enactorial House of Racservia (D.J. Racovolis Services Proprietary Limited) as Settlor, and Urabbaparcensia as Trustee.

The deed institutes the Athena Urabbanakis Promachos Trust, as part of the Bodyguard Reform Package, point 1 of which recommends that a charitable trust is established to carry on Urabbaparcensia’s environmental protection activities, as separate from other Urabbaparcensian activities in care and education. It is intended that the Trust apply for registration under the *Australian Charities and Not-for-profits Commission Act 2012* and for endorsement as an environmental organisation under paragraph (a) of item 6.1.1 of the table in section 30-55 of *Income Tax Assessment Act 1997* (Commonwealth) (**ITAA97**). Endorsement as an environmental organisation will allow the Trust to accept gifts and contributions which are deductible to the donor under the ITAA97.

The Trust is named in honour of the Urabbaparcensian legendary character The Honourable Lady Urabbanakis, who is the “Promachos” or one who fights at the forefront of Urabbaparcensia. In conducting environmental protection works including erosion control, tree planting and clean up activities, the Trust are the *Promachoi*, or first line of defence, against the effects of climate change on Australia’s landscape. The name also alludes to the Urabbaparcensian site of Promachos, New Eurabba, which was acquired by Urabbaparcensia in September 2023 and named in honour of Private William Jackson VC, a veteran of both World Wars born in Gunbar.

The Trust will operate in the the Flandrensian Ecological County of New Eurabba, which has a service territory encompassing Ward B of Carrathool Shire, New South Wales, and includes two New Eurabban sites: Urabba Street Reserve in Rankins Springs and Promachos, Gunbar. In addition, there will also be clean-up (rubbish removal) operations around Australia. All operations will have to be authorised by the Manager-General as the commander-in-chief of Urabbaparcensia, who acts on the advice of the Minister of the Urabbaparcensian Government responsible for the Trust.

The deed, which is a modified version of the public ancillary fund model trust deed prepared for the ATO, and has been modified to provide for an operating trust rather than a mere fund as provided by the model deed. The deed establishes the Trust by declaration of the Settlor and Trustee, and limits the application of the Trust Fund to protective purposes, being the protection of the natural environment, and secondarily to educational purposes, being education in environmental issues. The deed also regulates related party benefits, the gift fund, the powers and indemnities of the Trustee and the nomination of an Appointor.

As the deed provides for absolute power of the Trustee in relation to the affairs of the Trust, the internal management of the Trust will be subject to Urabbaparcensian law. The legislative directors in Corporate Parliament will have the policy-making responsibility in relation to the Trust and provide for the declaration of trust activities, which must be for protective purposes or incidental to them. Executive responsibility of the Trust will be with the

Minister of Corporation responsible for Operations, who will advise the Manager-General on the command of services, agencies and other entities conducting trust activities. The judicial directors will have powers of interpretation in relation to the deed and related legislation and the ability to make orders binding on the Management.

In addition to the deed establishing the Trust, there is also a supplementary deed of the Trustee declaring that under the *Charities Act 1978* (Victoria), the Trustee has the power to distribute the Trust Fund to state government entities.

This minute recommends the Manager-General authorise execution of these deeds by the directors under section 127 of the *Corporations Act 2001* (Commonwealth).

## References to the model trust deed

The deed is a derivative work of the public ancillary fund model trust deed for Victoria prepared for the Australian Taxation Office and downloaded on 13 February 2024 from <https://www.ato.gov.au/forms-and-instructions/public-ancillary-fund-model-trust-deed> (the **model trust deed**).

## Statement of reasonableness

- S1. This Statement of Reasonableness relates to the Athena Urabbanakis Promachos Trust Deed, which declares a charitable trust for environmental protection, provides for related party benefits and a gift fund, and sets out the trustee's powers and indemnity. This Statement also relates to a related deed, a declaration under the under the *Charities Act 1978* (Victoria), permitting the distribution of the trust fund to state organisations.
- S2. The proposed instruments are reasonable, considering:
- S2.1. the intentions of the Founder of Urabbaparcensia as provided in subsection 116(1) of the Constitution—that creating an environmental organisation is consistent with the overarching purpose of Urabbaparcensia to advance humanity and the environment together and its declared Landcare character; and
  - S2.2. the rights and obligations of Urabbaparcensia under the Urabbaparcensian Bill of Rights contained in Part 2 of Chapter 9 of the Constitution—in that in creating a charitable trust no human rights or other recognised rights are negatively affected; and
  - S2.3. intermicronational agreements, including the Treaty on Corporation and Establishment of the Ecological County (Sanctuary) of



New Eurabba, which establishes New Eurabba as an environmental sanctuary of the Grand Duchy of Flandrensis; and  
S2.4. other legal and ethical obligations of Urabbaparcensia.

## **Recitals**

1. The recitals act as a preamble to the deed and set out the intention of the settlor to establish a trust for the purposes of an environmental organisation, and has paid the settled sum to the trustee to hold on the trusts outlined in the deed and in accordance with the relevant law.

## **Notes on clause 1—Preliminary**

2. This clause declares that the deed was entered into in the jurisdiction specified in item 1 of the Trust Details (being the table in schedule 1) on the day specified in item 2 of the Trust Details between the Settlor identified in item 3 and the Initial Trustee and Appointor identified in item 5 of the Trust Details, and that the deed includes all material from the title of the deed to the last schedule, subject to the rule of interpretation of headings in clause 2.3.

## **Notes on clause 2—Definitions and interpretation**

3. Clause 2.1, based on the corresponding clause of the model deed, sets out definitions of the deed, including:
  - ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012*;
  - Associate means person who is an associate under section 318 of the ITAA 36;
  - Charitable means charitable under both the Governing Law and the laws of the Commonwealth;
  - Commissioner means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97;
  - Commissioner of the ACNC means the Commissioner of the Australian Charities and Not-for-profits Commission for the purposes of the ACNC Act;
  - Deductible Contribution means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event held for the purpose of the Trust;

- Donor means a donor of a Gift or a Deductible Contribution to the Trust;
- Educational Purposes means a purpose falling in paragraph (b) of item 6.1.1 of the table in section 30-55 of ITAA 97—the paragraph defines the purpose as the provision of information or education, or the carrying on of research, about the natural environment or a significant aspect of the natural environment;
- Eligible Entity means an entity that is both charitable (within the definition given by this clause) and gifts to which are deductible under item 6.1.1 of the table in section 30-55 of ITAA 97—an institution or Australian government agency whose principal purpose is Educational Purposes or Protective Purposes in relation to the natural environment, which includes significant natural areas such as rainforests, wildlife and their habitats, issues affecting the environment such as air and water quality, waste minimisation, soil conservation, and biodiversity and promotion of ecologically sustainable development principles but excludes constructions such as the retaining walls of dams, cultivated parks and gardens, zoos and wildlife parks (except those principally carried on for the purposes of species preservation), cultural sites and heritage properties;
- Environmental Organisation means an Eligible Entity, as the definition of that term above is the definition of the term environmental organisation for the purposes of the ITAA 97;
- Financial Year means the period from the date of the deed to the following 30 June and then each period of 12 months beginning on 1 July and ending on 30 June in each year or such other period as determined by the Trustee;
- Gift means a gift as described in item 2 of the table in section 30-15 of the ITAA 97 to the Trust;
- Gift Fund means a gift fund maintained under section 30-130 of the ITAA 97;
- Governing Law means the laws of the jurisdiction named in clause 1;
- ITAA 36 means *Income Tax Assessment Act 1936*;
- ITAA 97 means *Income Tax Assessment Act 1997*;
- Officer of the Trustee means a director or other officer of the Trustee within the meaning of the *Corporations Act 2001* and a person (whether or not also falling in item 1) holding office under a provision of the Constitution or a resolution of the members of the Trustee, or any law or instrument having effect under the Constitution or resolution;

- Protective Purposes means purposes falling in paragraph (a) of item 6.1.1 of the table in section 30-55 of ITAA 97—this paragraph defines this purpose as the protection and enhancement of the natural environment or of a significant aspect of the natural environment;
- Relevant Law means an Act of which the Commissioner has the general administration (including a part of an Act to the extent to which the Commissioner or Commissioner of the ACNC has the general administration of the part) and regulations under such an Act (including such a part of an Act);
- Settled Sum means \$10;
- TAA 53 means the *Taxation Administration Act 1953*;
- Trust means the Trust established under the deed;
- Trust Activity means
  - i. an operation, event, service, place or thing the Trustee declares an activity of the Trust on the basis the operation, event, service, place or thing is for Protective Purposes, for public benefit, is lawful, in Australia and is in the best interests of the Trust to undertake;
  - ii. an exercise of the powers of the Trustee under the deed or otherwise under law;
  - iii. an operation, event, service, place or thing that is done secondary, ancillary, necessary or incidental to a purpose falling in the definitionand includes any part of a Trust Activity;
- Trust Details means the table in schedule 1;
- Trust Fund means
  - i. the Settled Sum
  - ii. all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund including all Gifts and Deductible Contributions, all income of the Trust Fund including income earned or to which it is entitled
  - iii. all accretions to the Trust Fund
  - iv. all accumulations of income
  - v. all money, investments and property from time to time representing the above or into which they are convertedand includes any part of the Trust Fund;

- Trust Purpose means the purpose outlined in clause 4;
  - Trustee means the person named in the execution block as the Trustee and any other Trustee for the time being of the Trust.
4. Clause 2.2, based on the corresponding clause of the model deed, sets out rules of interpretation of the deed, including the interchangeability of singular, plural and gendered terms, a reference to the deed means the deed as originally executed and as from time to time lawfully amended and in force, a reference to legislation includes all amendments and subordinate legislation, an Act of Parliament is a Commonwealth Act and a donation includes a Gift.
  5. Clause 2.3, based on the corresponding clause of the model deed, provides that headings used in the deed are for convenience only and do not affect the interpretation of the deed.

### **Notes on clause 3—Declaration of trust**

6. This clause, based on the corresponding clause of the model deed, declares the trust, officially providing for its establishment, and provides the name of the Trust is that specified in item 7 of the Trust Details (schedule 2).

### **Notes on clause 4—Trust Purpose**

7. Clause 4.1, based on the corresponding clause of the model deed, provides the trust is to be used for protective and educational purposes. Although both purposes are mentioned, protective purposes are the principal purpose of the Trust as this purpose is the purpose of the Gift Fund.
8. Clause 4.2, based on the corresponding clause of the model deed, allows the trustee to consider the provisions and objects other trusts that have donated to the trust subject to the provisions in clause 4.1. This is in the case of other trusts that have donated to the Trust, but does not override the limitation on the use of funds for protective and educational purposes.
9. Clause 4.3, based on the clause 4.4 of the model deed, declares the trust is established and to operate as a not-for-profit entity, which is an essential provision of the charitable trust deed.
10. Clause 4.4, based on the clause 4.5 of the model deed, declares the trust is established and to operate in Australia, as a prerequisite for being endorsed as an environmental organisation.
11. Clause 4.5 provides for a non-conduit policy, as a prerequisite for being endorsed as an environmental organisation. A donation cannot be accepted on the condition that it be passed onto another entity. Although

not specifically provided for in clause 4.5, it is expected that notice of the non-conduit policy be published on websites accepting donations for the Trust.

### **Notes on clause 5—Related party benefits**

12. Clause 5.1, based on the corresponding clause of the model deed, defines uncommercial transactions as being more favourable to the party other than the trustee than arm's length terms and prohibits entering into such transactions unless the other party is an environmental organisation and for the purposes of the trust.
13. Clause 5.2, based on the corresponding clause of the model deed, restricts benefits to the trustee, members, directors, employees, agents, officers, donors, settlors and their associates to those authorised by the deed. The prohibition on related party benefits (with some limited exceptions) is a requirement to be endorsed as a charity under the ACNC Act.

### **Notes on clause 6—Gift Fund**

14. This clause establishes the gift fund of the trust, as a prerequisite for being endorsed as a deductible gift recipient. The term "Gift Fund" is defined in clause 2.1 to mean a fund established under section 30-130 of the ITAA 97. Under that provision, the fund is established solely for the principal purpose of an organisation, to which gifts or contributions for that purpose are to be made, to which any money received by the entity because of such gifts or contributions is to be credited and that does not receive any other money or property.
15. Subclause 6(a) provides the name of the Gift Fund shall be as set out in item 9 of the Trust Details (Urabbanakis Protective Fund), while subclause 6(b) provides the Fund shall be used only for the purposes in item 9 of the Trust Details (being Protective Purposes). The declaration of the principal purpose of the Fund as being for Protective Purposes makes those purposes the dominant purpose of the Trust, as opposed to Educational Purposes.
16. Subclause 6(f) provides that upon the winding up of the Trust, it ceasing to be an Environmental Organisation, or the revocation of the Trust's endorsement as an Environmental Organisation or a change in the Fund Purpose, the gift fund must be distributed in its entirety to an Eligible Entity having the same principal purpose as the Fund Purpose immediately before the winding up, cessation, revocation or change. This requirement for the principal purpose applies to the gift fund in addition to the requirements to the trust fund generally in clause 12.

### **Notes on clause 7—Trustee’s powers**

17. Clause 7.1, based on the corresponding clause of the model deed, provides for the powers of the trustee, including:
- 17.1. the operation of the business of an environmental organisation (the Charity), including the power to:
    - 17.1.1. declare Trust Activities and vary and revoke such declarations;
    - 17.1.2. operate any secondary, ancillary or necessary business; and
    - 17.1.3. acquire property, plant, and equipment (including land), for the purposes of the Charity or associated business;
  - 17.2. change investments, sell and dispose investments or property;
  - 17.3. borrow;
  - 17.4. obtain legal advice;
  - 17.5. take out insurance, issue promissory notes, bills of exchange, and other negotiable or transferable instruments, ;
  - 17.6. perform administrative acts;
  - 17.7. pay formation costs;
  - 17.8. employ people;
  - 17.9. engage consultants and professional advisors, accept or decline gifts and contributions;
  - 17.10. manage real property, publish the deed (either in its original form or as in force from time to time), and do anything incidental to the exercise of these powers.
18. Clause 7.2, based on the corresponding clause of the model deed, provides such powers are in addition to those granted under law.

### **Notes on clause 8—Indemnity for breaches of trust**

19. Clause 8.1, based on clause 9.1 of the model deed, provides for the indemnity of the trustee and officers in the case of a loss, liability or cost incurred in relation to the trust, including those related to the entering into the deed or any deed amending the deed, establishing, operating, administering, amending, terminating and winding up the Trust, and all matters incidental to the Trust. The indemnity includes liability for income tax and any other taxes and all fines and penalties payable in relation to those taxes.

20. Clause 8.2, based on clause 9.2 of the model deed, limits the indemnity in clause 8.1 in the case of dishonesty, gross negligence, recklessness, deliberate acts and penalties under section 426-120 of Schedule 1 of the *Taxation Administration Act 1953*.

### **Notes on clause 9—Amending this deed**

21. Clause 9, based on clause 13 of the model deed, provides the trustee may amend the deed, except as to make it an entity other than an environmental organisation.

### **Notes on clause 10—Trustee’s remuneration and expenses**

22. Clause 10, based on clause 14 of the model deed, provides for a nominal trustee fee and for reimbursement of expenses.

### **Notes on clause 11—Discretion of the Trustee**

23. Clause 11.1, based on clause 15.2 of the model deed, provides for the absolute discretion of the trustee in exercising its powers.
24. Clause 11.2, based on clause 15.3 of the model deed, allows the trustee to act in cases where there is a material interest. Such transactions must be allowed by the trust deed, which prohibits uncommercial transactions in favour of a trustee.
25. Clause 11.3, based on clause 15.5 of the model deed, provides the trustee may classify of monies as capital or income, determine whether payments are from capital or income decide the method of apportioning any expense or cost under schedule 2 and determine all other matters under the deed, which shall be conclusive and binds all persons interested under the deed.

### **Notes on clause 12—Winding up**

26. Subclause 12(a), based on subclause 16(a) of the model deed, provides for the winding-up of the trust and the distribution of the surplus assets to eligible entities in the case of the cessation of entitlement to endorsement as an environmental organisation.
27. Subclause 12(b), based on subclause 16(b) of the model deed, provides that such distributions shall be subject to the conditions of deductibility for gifts to environmental organisations contained in item 6.1.1 of the table in section 30-55 of ITAA 97.

### Notes on clause 13—Appointor

28. Clause 13.1 provides for the power of the Appointor.
29. Clause 13.2 provides that the Initial Trustee specified in item 5 of the Trust Details is the Appointor, unless the Appointorship vests in another person under clause 13.3.
30. Clause 13.3 provides that if the Appointor dies or is dissolved, is ineligible under the Governing Law to be Appointor of the Trust, is ordered to wind up under the *Corporations Act 2001*, passes a resolution of its members or directors to wind up, to dispose of all of its business and undertaking, to discontinue the Trust or its operations or under subclause 13.3(d)(4), the Appointorship shall vest in the next person eligible to succeed as set out in item 6 of the Trust Details, except in the case of a person who by notice to the Trustee renounces their right to succeed to the Appointorship or does not respond within 28 days of notice being published of a circumstance falling within the clause.

### Notes on schedule 1—Trust Details

31. This schedule contains the table declared by clause 2.1 to be the Trust Details, which sets out various attributes of the Trust including:
  - \* **Permanent details (part 1):**
    - Jurisdiction (item 1): Victoria
    - Establishment (item 2): 5 March 2024
    - Settlor (item 3): D.J. Racovolis Services Proprietary Limited  
ACN 134 206 241
    - Settlement (item 4): \$10
  - \* **Appointor details (part 2)**
    - Initial Appointor (item 5): Urabba Parks Proprietary Limited ACN  
159 318 859
    - Order of Succession to the Appointorship (item 6): 1. Daniel James Racovolis, 2. a descendant of Peter Seraphim Racovolis, late of Melbourne, in the order of absolute primogeniture
  - \* **Name details (part 3)**
    - Trust Name (item 7): Athena Urabbanakis Promachos Trust
  - \* **Beneficiary details (part 4)**
    - Beneficiary (item 8): the Trust Purpose as provided in clause 4.1.



**\* Fund details part 5)**

- Gift Fund Name (item 9): Urabbanakis Protective Fund
- Gift Fund Purpose (item 10): Protective Purposes

**Notes on schedule 2—Specific purposes**

32. This schedule contains a table listing specific purposes for which the Trustee may be reimbursed or paid for if incurring an expense otherwise than as Trustee of the Trust under subclause 10(b)(2). These include:

**Item 1. Fixed landholding charges:** State and local government taxes, rates and charges (including but not limited to water connection and waste management charges) in respect of a landholding principally occupied by the Trustee or a wholly-owned subsidiary of the Trustee, other than charges based on usage. The costs Must be in proportion to the area managed by the Trustee as Trustee of the Trust of the total area of the landholding.

**Item 2. Variable landholding charges:** State and local government taxes, rates and charges based on usage of a utility of a landholding principally occupied by the Trustee or a wholly-owned subsidiary of the Trustee. These costs be in proportion to the use of the Trustee as Trustee of the Trust of the total usage of the utility, or directly attributable to the Trustee as Trustee of the Trust.

**Item 3. Memberships and insurance premiums:** Recurring membership fees and insurance premiums and related charges issued by an insurance business, a Landcare Representative Body or Network or an Environmental Organisation. In the case of membership of an organisation—the organisation must represent, operate or be located in an area where the Trust conducts Protection Activities.

**Item 4. Utility costs:** Connection and usage costs of electricity, water, gas, telephone and internet (other than costs falling in a previous item) connected to premises principally occupied by the Trustee or a wholly-owned subsidiary of the Trustee. The cost shall be apportioned by the usage of the utility for the purpose of operations of the Trust, as a proportion of the total usage the utility.

**Item 5. Employee benefits and contractor expenses:** Employee benefits, and fees paid to contractors, agents and professionals for work directly related to Trust Activities. In the case of employee benefits and expenditure on providers of services not wholly engaged in operations of the Trust a timesheet must be kept which separates time spent on operations of the Trust and other operations.

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**Item 6. Running costs, repairs and maintenance:** Running costs, repairs and maintenance of property, plant and equipment (other than land and buildings), as well as repairs and maintenance of buildings and improvements to buildings used wholly for Trust Activities.

**Item 7. Environmental protection works:** Supplies used in environmental protection works (such as landscaping and fencing supplies) and other expenses directly attributable to Trust Activities.

**Item 8. Travel costs:** Expenditure associated with travel and accommodation of persons engaged by the Trustee or a wholly-owned subsidiary (whether or not employees or otherwise paid) engaged in Trust Activities. Each day of which the expense relates must be in relation to a group of people, no more than 50% of whom are related to each other.

**Item 9. Operational costs:** An expense (other than an expense of a capital nature or falling in a previous item or subitem) directly attributable to Trust Activities. The expense must be wholly attributable to the trust or records to support the method of apportionment of the expense must be kept.

(U2023D0001EM)

### **Notes on the declaration under the *Charities Act 1978* (Victoria)**

33. The deed of declaration under section 7K of the *Charities Act 1978* (Victoria) (**the provision**) allows for the distribution of the Trust Fund to state entities that would be charities if not for their establishment as a state entity, provided the entity is an eligible entity for the purposes of the provision (being a deductible gift recipient within the meaning of the *Income Tax Assessment Act 1997* (Commonwealth)). Examples would include national parks authorities such as Parks Victoria.
34. Even though the Trust will operate as an institution and not a fund, the provision of benefits to other organisations may take place in the context of cooperation. Under the provision, the declaration takes effect despite the provisions of the deed. This declaration is based on the declaration contained in the model trust deed, itself based on the declaration set out in the Schedule to the *Charities Act 1978*, being the form prescribed by the provision.

(U2024D00002EM)



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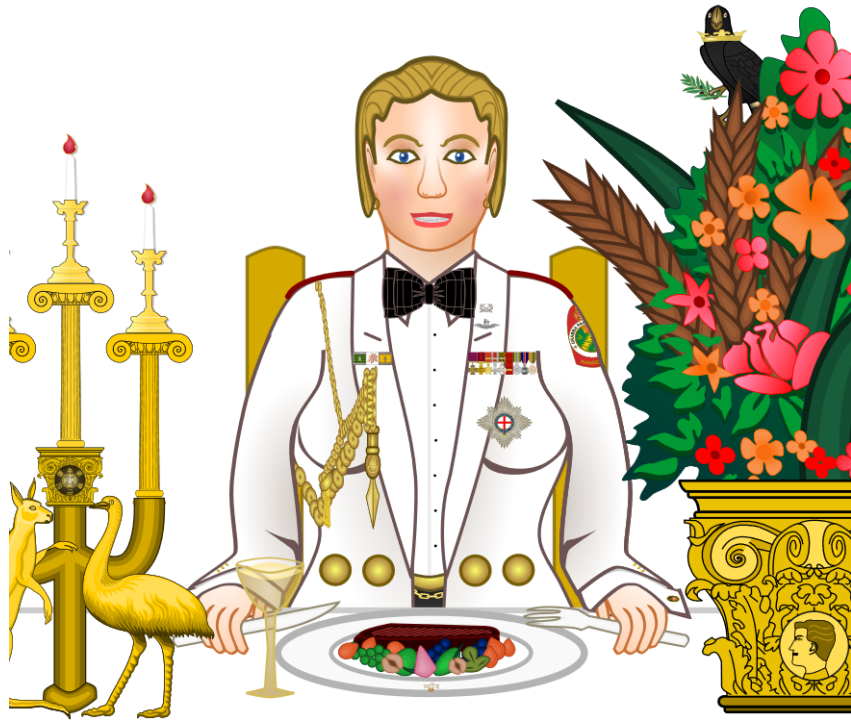
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## Athena Urabbanakis Promachos Trust Deed

as made on 5 March 2024 together with deed made under the *Charities Act 1978* (Victoria), record of resolution made at Proprietary Council on 5 March 2024 and related extrinsic material.



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