



**CONSTITUTION OF NOONGAR BOODJA LAND SUB  
PTY LTD  
ACN 649 102 876**

**COMPARTMENTS**

**SPECIAL PURPOSES TRUSTS COMPANY LIMITED BY SHARES**

202220003

Harwood Andrews  
ABN 98 076 868 034  
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Geelong 3220, Victoria, Australia  
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MEMORANDUM

OF THE BOARD OF DIRECTORS OF THE COMPANY

STATEMENT

OF

THE BOARD OF DIRECTORS OF THE COMPANY

MEMORANDUM OF THE BOARD OF DIRECTORS

Definitions

1.1.1. Australian Charities and Not-for-profits Commission Act 2012

1.1.2. Member Meeting

1.1.3. Impaired

1.1.4. Constituted

1.1.5. Reports Act

1.1.6. Director

1.1.7. Elected Officers

1.1.8. Beneficiary

1.1.9.1. Beneficiary

1.1.9.2. Beneficiary

1.1.10. Member Meeting

1.1.10.1. Member

1.1.11. Sub-Bare Trust Deed

1.1.12. Member

1.1.13. Member Present

11100 **Beneficiary Board Trust** - a trust that is established for the benefit of a beneficiary or beneficiaries

11150 **Beneficiary Board Trust Deed** - a deed that is entered into by a trustee or trustees for the benefit of a beneficiary or beneficiaries under a trust established on or after 1 March 2021

11100 **Primary Trustee** - a trustee who is appointed to act as a trustee of a trust established on or after 1 March 2021

11170 **Proprietary Purpose** - a purpose that is for the benefit of a person or persons or for the benefit of a class of persons

11100 **proprietary transfer** - a transfer of property to a trust established on or after 1 March 2021

11100 **register** - a register of trusts established on or after 1 March 2021

11200 **Registered** - a trust that is registered in the register of trusts established on or after 1 March 2021

11210 **registered** - a trust that is registered in the register of trusts established on or after 1 March 2021

11220 **Secret** - a trust that is secret or confidential in nature

11230 **share or shares** - a share or shares in a company or in a partnership

11200 **Special Residual** - a residual interest in a trust

112010 **Special Residual** - a residual interest in a trust established on or after 1 March 2021

112020 **Special Residual** - a residual interest in a trust established on or after 1 March 2021

11250 **Surplus Assets** - assets that are surplus to the needs of a trust established on or after 1 March 2021

02 **Relevant trusts of the trust or trusts of a trust**

1210 **Relevant trusts of the trust or trusts of a trust** - a trust that is a relevant trust of the trust or trusts of a trust

1220 **Relevant trusts of the trust or trusts of a trust** - a trust that is a relevant trust of the trust or trusts of a trust

1230 **Relevant trusts of the trust or trusts of a trust** - a trust that is a relevant trust of the trust or trusts of a trust

12. The word 'including' or 'for example' or any other word or expression used in this section shall not be construed to limit the scope of the provisions of this section.

3. Interpretation

13.1. The words 'including', 'for example', or any other word or expression used in this section shall not be construed to limit the scope of the provisions of this section.

13.2. The word 'including' or 'for example' or any other word or expression used in this section shall not be construed to limit the scope of the provisions of this section.

2. RESTRICTIONS

The provisions of this section shall not be construed to limit the scope of the provisions of this section.

2.1. The provisions of this section shall not be construed to limit the scope of the provisions of this section.

2.2. The provisions of this section shall not be construed to limit the scope of the provisions of this section.

2.2.1. The provisions of this section shall not be construed to limit the scope of the provisions of this section.

2.2.2. The provisions of this section shall not be construed to limit the scope of the provisions of this section.

3. RIGHTS AND PURPOSES AND POWERS

3.1. Purpose

The provisions of this section shall not be construed to limit the scope of the provisions of this section.

3.2. Powers

The provisions of this section shall not be construed to limit the scope of the provisions of this section.

3.2.1. The provisions of this section shall not be construed to limit the scope of the provisions of this section.

3.2.2. The provisions of this section shall not be construed to limit the scope of the provisions of this section.

3.3. Interpretation

3.3.1. The provisions of this section shall not be construed to limit the scope of the provisions of this section.

3.3.2. The provisions of this section shall not be construed to limit the scope of the provisions of this section.

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The Company will be governed by and in accordance with the "governance standards", as that term is defined in the ACNC Act.

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122. The directors may from time to time cause to be

13. The directors may from time to time cause to be

1. The directors may from time to time cause to be

42. be Member

21. In this clause, 'person' means an individual or incorporated body.

22. In this clause, 'person' means an individual or incorporated body.

43. to become Member

31. The directors may from time to time cause to be

32. The directors may from time to time cause to be

33. The directors may from time to time cause to be

34. The directors may from time to time cause to be

44. Directors depute to approve members

1. The directors may from time to time cause to be

1.1. The directors may from time to time cause to be

1.2. The directors may from time to time cause to be

2. The directors may from time to time cause to be

3. The directors may from time to time cause to be

3.1. The directors may from time to time cause to be

3.2. The directors may from time to time cause to be

4. The directors may from time to time cause to be

5. The directors may from time to time cause to be

4. e person becomes Member

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01220 hold the General Meeting within 2 months of the Members'  
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7.1.1 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting. The notice must state the date, time and place of the meeting, the business to be transacted at the meeting, and the name of the person or persons to be elected as chairperson of the meeting.

7.1.2 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting.

7.2 **Notice of meeting**

7.2.1 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting. The notice must state the date, time and place of the meeting, the business to be transacted at the meeting, and the name of the person or persons to be elected as chairperson of the meeting.

7.2.2 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting. The notice must state the date, time and place of the meeting, the business to be transacted at the meeting, and the name of the person or persons to be elected as chairperson of the meeting.

8 **MEMBERS' RESOLUTIONS AND STATEMENTS**

8.1 **Members' resolutions and statements**

8.1.1 A resolution passed by a majority of 75% of the members of the company is a special resolution.

8.1.1.1 A resolution passed by a majority of 75% of the members of the company is a special resolution. The resolution must be passed at a meeting of the company and must be recorded in the minutes of the meeting. The resolution must be passed by a majority of 75% of the members of the company who are entitled to attend and vote at the meeting.

8.1.1.2 A resolution passed by a majority of 75% of the members of the company is a special resolution. The resolution must be passed at a meeting of the company and must be recorded in the minutes of the meeting. The resolution must be passed by a majority of 75% of the members of the company who are entitled to attend and vote at the meeting. The resolution must be passed by a majority of 75% of the members of the company who are entitled to attend and vote at the meeting.

8.1.2 A notice of a Members' Resolution must set out the resolution and the business to be transacted at the meeting. The notice must also state the date, time and place of the meeting and the name of the person or persons to be elected as chairperson of the meeting.

8.1.3 A request to distribute a Members' Statement must set out the statement and the business to be transacted at the meeting. The request must also state the date, time and place of the meeting and the name of the person or persons to be elected as chairperson of the meeting.

8.1.4 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting. The notice must state the date, time and place of the meeting, the business to be transacted at the meeting, and the name of the person or persons to be elected as chairperson of the meeting.

8.1.5 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting. The notice must state the date, time and place of the meeting, the business to be transacted at the meeting, and the name of the person or persons to be elected as chairperson of the meeting.

8.1.6 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting. The notice must state the date, time and place of the meeting, the business to be transacted at the meeting, and the name of the person or persons to be elected as chairperson of the meeting.

8.1.7 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting. The notice must state the date, time and place of the meeting, the business to be transacted at the meeting, and the name of the person or persons to be elected as chairperson of the meeting.

8.2 **Company must give notice of proposed resolution or distribute statement**

8.2.1 The company must give notice of a meeting to all members of the company who are entitled to attend and vote at the meeting.

8.2.1.1 in time to send the notice of proposed Members' Resolution or a notice of meeting, it must do so at the Company's cost; or notice of meeting, it must do so at the Company's cost; or



7.3. The Chairperson may only challenge a person's right to vote if the person is not a Member or if the person is not entitled to vote. The Chairperson's decision is final.

**7.3.1. Challenge to Member's right to vote**

**7.3.1.1. Member**  
A Member is entitled to vote at a meeting if the Member is entitled to vote at the meeting.

**7.3.1.2. Challenge to Member's right to vote**

7.3.1.2.1. A Member or the chairperson may only challenge a person's right to vote if the person is not a Member or if the person is not entitled to vote.

7.3.1.2.2. The chairperson's decision is final whether or not the person may vote. The chairperson's decision is final.

**7.3.2. Show of hands**

7.3.2.1. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.3.2.1.1. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.3.2.1.2. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.3.2.1.3. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.3.2.2. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.3.2.3. On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.

7.3.3. A resolution is carried if the majority of the members present vote in favour of the resolution.

**7.4. A resolution is carried if the majority of the members present vote in favour of the resolution.**

7.4.1. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.4.1.1. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.4.1.2. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.4.1.3. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.4.2. A resolution is carried if the majority of the members present vote in favour of the resolution.

7.4.3. A resolution is carried if the majority of the members present vote in favour of the resolution.



3.1 If the person named in the proxy is not a member of the Company, the proxy is not valid.

3.2 If the proxy is not signed by the member named in the proxy, it is not valid.

If the proxy is not signed by the member named in the proxy, it is not valid.

Appointment of proxy

5.1 A Member may appoint another person to act as his proxy at any meeting of the Company.

5.2 A proxy must be appointed in writing by the Member.

5.3 A proxy must be appointed in writing by the Member and must be signed by the Member or by the Member's attorney.

5.3.1 The proxy must be signed by the Member.

5.3.2 The proxy must be signed by the Member's attorney and must be accompanied by a copy of the power of attorney.

5.3.3 The proxy must be signed by the Member or by the Member's attorney.

5.4 The proxy must be signed by the Member or by the Member's attorney and must be accompanied by a copy of the power of attorney.

5.4.1 the Member's name and address;

5.4.2 the Company's name;

5.4.3 the proxy's name or the name of the office held by the proxy; and

5.4.4 the name of the Member's attorney and the name of the office held by the attorney.

5.5 A proxy must be signed by the Member or by the Member's attorney.

5.6 A proxy must be signed by the Member or by the Member's attorney and must be accompanied by a copy of the power of attorney and must be signed by the Member or by the Member's attorney at the Company's registered address at the time the proxy is signed.

5.7 A proxy must be signed by the Member or by the Member's attorney and must be accompanied by a copy of the power of attorney and must be signed by the Member or by the Member's attorney.

5.8 A proxy must be signed by the Member or by the Member's attorney and must be accompanied by a copy of the power of attorney and must be signed by the Member or by the Member's attorney.

5.8.1 the name of the Member;

5.8.2 the name of the Member's attorney;

5.8.3 revokes the proxy's appointment; or

5.8.4 the name of the Member's attorney and the name of the office held by the attorney.

5.9 A proxy must be signed by the Member or by the Member's attorney and must be accompanied by a copy of the power of attorney and must be signed by the Member or by the Member's attorney.

**Articles of Incorporation**

1. The corporation shall have as its purpose to engage in any lawful activity available to corporations organized under the laws of the State of Maryland.

2. The corporation shall have as its principal office the address set forth in Article 2.1.

2.1. The principal office of the corporation shall be at the address set forth in Article 2.1.

2.2. The corporation shall have as its principal office the address set forth in Article 2.1.

2.3. The corporation shall have as its principal office the address set forth in Article 2.1.

**ARTICLE 3**

**Number of Directors**

3.1. The number of directors shall be as set forth in Article 3.1.

**2. Election and Appointment of Directors**

2.1. The directors shall be elected or appointed by the shareholders of the corporation.

2.2. The directors shall be elected or appointed by the shareholders of the corporation.

2.3. The directors shall be elected or appointed by the shareholders of the corporation.

2.3.1. The directors shall be elected or appointed by the shareholders of the corporation.

2.3.2. The directors shall be elected or appointed by the shareholders of the corporation.

2.4. The directors shall be elected or appointed by the shareholders of the corporation.

2.4.1. The directors shall be elected or appointed by the shareholders of the corporation.

2.4.2. The directors shall be elected or appointed by the shareholders of the corporation.

2.4.3. The directors shall be elected or appointed by the shareholders of the corporation.

2.4.4. The directors shall be elected or appointed by the shareholders of the corporation.

2.5. The directors shall be elected or appointed by the shareholders of the corporation.

2.5.1. The directors shall be elected or appointed by the shareholders of the corporation.

25.2 The Directors may from time to time and from time to time appoint or discharge any Director

25.3 The Directors may from time to time and from time to time appoint or discharge any Director

2 The Directors may from time to time and from time to time appoint or discharge any Director

3 The Directors must elect a Director as the Company's Elected Chairperson.

4 A Director shall cease to be a Director if

1 The Director is removed by a resolution of the Members

2 dies

3 is removed by a resolution of the Members

4 is removed by a resolution of the Members

5 are absent for three consecutive Directors' meetings with

6 The Directors may from time to time and from time to time appoint or discharge any Director

0 PERSONS AS DIRECTORS

00 Persons as Directors

10.1.1 The Directors may from time to time and from time to time appoint or discharge any Director

10.1.2 The Directors may from time to time and from time to time appoint or discharge any Director

10.1.3 The Directors may from time to time and from time to time appoint or discharge any Director

10.1.3.1 The Directors may from time to time and from time to time appoint or discharge any Director

10.1.3.2 The Directors may from time to time and from time to time appoint or discharge any Director

10.1 The Directors may from time to time and from time to time appoint or discharge any Director

02 Delegation of Directors' powers





## 2 DIRECTORS' MEETINGS

### 2.1 The Elected Directors meet

The Directors shall hold regular meetings and such meetings shall be held at such times and places as they may determine.

### 2.2 Calling Directors' meetings

12.2.1 A Director may call a Directors' meeting by giving reasonable notice to all other Directors.

12.2.2 A Director may also call a Directors' meeting by giving reasonable notice to all other Directors by such means as the Directors may determine, provided that such means shall be such as to enable all Directors to attend the meeting.

### 2.3 Chairperson for Directors' meetings

12.3.1 The Elected Chairperson is entitled to chair Directors' meetings.

12.3.2 The Directors at a Directors' meeting may choose a Director to be the Chairperson for that meeting.

12.3.2.1 The Chairperson shall hold office for a period of 30 days from the date of his or her election and shall be eligible for re-election.

12.3.2.2 The Chairperson shall hold office until the next meeting of the Directors and shall be eligible for re-election.

### 2.4 Quorum at Directors' meetings

12.4.1 Unless the Directors determine otherwise, the quorum for a Directors' meeting shall be a majority of the Directors, but not less than 50% of the Directors.

12.4.2 A quorum must be present for the whole of a Directors' meeting.

### 2.5 Using technology to hold Directors' meetings

12.5.1 The Directors may determine that any meeting of the Directors may be held by such means as the Directors may determine, provided that such means shall be such as to enable all Directors to attend the meeting.

12.5.2 The Directors' agreement may be an ongoing one.

12.5.3 A Director may also call a Directors' meeting by such means as the Directors may determine, provided that such means shall be such as to enable all Directors to attend the meeting.

### 2.6 Passing Directors' resolutions

A Directors' resolution must be passed by a majority of the votes cast by Directors present at a meeting.

### 2.7 Written resolutions of Directors

12.7.1 The Directors may pass a resolution without a Directors' meeting being held by written resolution of the Directors.

12.7.2 A Director may also call a Directors' meeting by such means as the Directors may determine, provided that such means shall be such as to enable all Directors to attend the meeting.

12.7.3 The Directors may also pass a resolution by such means as the Directors may determine.



1121 minutes of proceedings and resolutions of Directors' records

1122 Directors' records

113 To allow Members to inspect the Company's records:

1131 Members may inspect the records of the Company

1132 Directors may inspect the records of the Company

114 Directors may inspect the records of the Company

1141 Members may inspect the records of the Company

1142 Directors may inspect the records of the Company

115 Directors may inspect the records of the Company

42 Related records

121 Members may inspect the records of the Company

1211 Directors may inspect the records of the Company

1212 Members may inspect the records of the Company

122 Members may inspect the records of the Company

123 Members may inspect the records of the Company

124 Directors may inspect the records of the Company

T

Articles

1511 Directors may inspect the records of the Company

1512 Members may inspect the records of the Company

2 Title

Articles of Association



- 15.2.1 delivering it to the Company's registered office;
- 15.2.2 posting it to the Company's registered office or to another address chosen by the Company or the Members;
- 15.2.3 sending it to the Company's email address or other address chosen by the Members as the Company's email address or other address.

**3. Not to Members**

- 15.3.1 If a document is sent to a Member at an address which is not the Member's registered address, the Member shall be deemed to have received it if it is delivered to that address.
  - 15.3.1.1 If a document is sent to a Member at an address which is not the Member's registered address, the Member shall be deemed to have received it if it is delivered to that address.
  - 15.3.1.2 If a document is sent to a Member at an address which is not the Member's registered address, the Member shall be deemed to have received it if it is delivered to that address.
  - 15.3.1.3 If a document is sent to a Member at an address which is not the Member's registered address, the Member shall be deemed to have received it if it is delivered to that address.
  - 15.3.1.4 If a document is sent to a Member at an address which is not the Member's registered address, the Member shall be deemed to have received it if it is delivered to that address.
- 15.3.2 If a document is sent to a Member at an address which is not the Member's registered address, the Member shall be deemed to have received it if it is delivered to that address.

**4. Delivery to be made**

- 15.4.1 delivered in person, or left at the recipient's address, is taken to be given to the recipient;
- 15.4.2 if a document is sent to a Member at an address which is not the Member's registered address, the Member shall be deemed to have received it if it is delivered to that address.
- 15.4.3 if a document is sent to a Member at an address which is not the Member's registered address, the Member shall be deemed to have received it if it is delivered to that address.

**R**  
The Company shall be deemed to have received any document sent to it at its registered address or at any other address notified to the Registrar.

**D & P**

**Share Assets to be distributed to Members**  
If the Company is wound up, the assets of the Company shall be distributed to the Members in proportion to their shares in the Company.

**2. Distribution of Share Assets**





**Pr**

...

**S** 110 Mission Road  
Kellerberrin WA 6010

**Post address**

110 Mission Road  
Kellerberrin WA 6010

**Telephone** 08 05 00

**Internet** [shireofkellerberrin.wa.gov.au](#)

**Website** [shireofkellerberrin.wa.gov.au](#)

...

Please note that where exempt from rates is approved the property must be subject to the Commercial Services Fee and other service fees or charges applicable to the property. Properties rated exempt from rates are subject to periodic reassessment.

streets are shown in the attached map.

**1. PROPERTY ADDRESS DETAILS**

<b>Street address</b>	Lot 50 Mission Road
<b>Suburb</b>	Kellerberrin
<b>Rates assessment number</b>	A186

**2. OTHER IMPORTANT SETTING PROPERTY Please provide details**

Freehold land held by the Noongar Boodja Trust.

**3. PROPERTY OWNERSHIP INFORMATION**

Property	Noongar Boodja Trust		
Property Interest	Noongar Boodja Land Sub Pty Ltd		
Post Address	L 29 Exchange Tower, 2 The Esplanade, Perth Western Australia 6000		
Telephone	(08) 9224 4400	Postcode:	6000
Mobile		Facsimile:	08 9325 8144
Email	nbt@perpetual.com.au		

**4. APPLICANT DETAILS**

Applicant Name	Jordan Chial		
Position Title	Property Associate		
Post Address	L 29 Exchange Tower, 2 The Esplanade, Perth Western Australia 6000		
Telephone	+61 8 9224 4459	Postcode:	6000
Mobile		Facsimile:	
Email	jordan.chial@perpetual.com.au		

**5. RENTAL STATUS**

**Are you a tenant?**

No  Yes

If yes, provide a Certificate of Incorporation

If yes, please provide the registration number and provide a copy of the registration certificate

If yes, provide a certificate of tax exemption from the ATO

If yes, provide a copy of the lease and confirm if the lessee is responsible for payment of the rates

A site inspection may be required and if found not to be compliant with the approved use, the application may be disallowed

6. D O C U M E N T T Y P E R E Q U I R E M E N T S

Please provide a copy of the addendum to the lease specified in Section 4



Contract documents



Contract documents including the contract documents and the contract documents

Documents that are not documents

- Contract documents including the contract documents
- Contract documents including the contract documents
- Contract documents including the contract documents
- Documents that are not documents



Contract documents including the contract documents

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Contract documents including the contract documents



Contract documents including the contract documents

(If this exemption applies to only a portion of land owned by this Organisation, provide the relevant statements for the land this application applies to.)

7. CONTACTS

Contract documents including the contract documents

Name

Jordan

Position

Property Associate

Organisation

Perpetual Limited

Signature

Print name

Signed by:  
  
 5A200C8BA3BF464...

Date

22/08/2024



**2. D S D R D T D T R T**

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<input type="checkbox"/> 2	<input type="checkbox"/>	.....
<input type="checkbox"/> 3	<input type="checkbox"/>	.....

The property is used for			
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The applicant agrees to advise the Local Government's Rating Services Section as soon as there is **ANY** change to the purpose/s as stated above.

Oaths, Affidavits and Statutory Declarations Act 2005

Declared on	I declare that the above is true and correct to the best of my knowledge and belief.
at	
in the presence of	
Signature of Deponent	







Perpetual Trustee  
Company Limited  
ABN 42 000 001 007

Australian Financial Services  
Licence No. 236643

Level 29 Exchange Plaza  
2 The Esplanade Perth  
GPO Box A3  
Perth WA 6000  
Australia  
Telephone 08 9224 4400  
Facsimile 08 9325 8144

3 September 2024

Shire of Kellerberrin  
110 Massingham St, Kellerberrin WA 6410  
shire@kellerberrin.wa.gov.au

Dear Raymond Griffiths,

**Re: Request for rates exemption for land held by the Noongar Boodja Trust**

We write to you in our capacity as trustee for the Noongar Boodja Trust. The Noongar Boodja Trust is the special purpose charitable trust that receives, holds and manages all of the assets arising from the South West Native Title Agreement between the state of Western Australia and the Noongar People.

I write generally about the rateability of land held by the Noongar Boodja Trust, and also specifically in relation to L50 Mission Road, Kellerberrin, which is referred to as Mission Road KELLERBERRIN **Lot / Location:** 50 on the rates notice issued to the Noongar Boodja Land Sub Pty Ltd by the Shire of Kellerberrin, on the 23/08/2024, Assessment Number A186. This Lot is owned freehold by the Noongar Boodja Trust, through its holding entity the Noongar Boodja Land Sub Pty Ltd.

The Noongar Boodja Trust is a registered charity that advances the culture, social and public welfare of Aboriginal and Torres people, specifically the Noongar People of the Noongar Nation, and in accordance with the trust deed. The Noongar Land Sub Pty Ltd is a wholly owned subsidiary of the Noongar Boodja Trust, that holds the legal title to all land and management orders on bare trust for the Noongar Boodja Trust. The Noongar Land Sub Pty Ltd is also a registered charity.

**Error in the Rate Record**

Section 6.26 of the Local Government Act 1995 sets out a wide range of circumstances in which land is not rateable land. Section.6.26(2)(g) provides that land is not rateable land if the land is used 'exclusively for a charitable purpose'. As both the Noongar Boodja Trust and Noongar Land Sub Pty Ltd are both registered charities, and as the seven beneficiaries of the trust are, or are capable of being endorsed as, eligible charities by the Commissioner of Taxation, we maintain that L50 Mission Road Kellerberrin is not rateable land on the grounds that the land is used exclusively for a charitable purpose.

The Trust holds and uses the Property for the benefit of the Noongar People pursuant to the South West Native Title Settlement. The Trust is bound by its governing documents to use the Property exclusively for that purpose.

Where land is used for the purpose of improving the economic position, social condition and traditional ties of an Aboriginal community, that will generally be a charitable use of the land: Shire of Derby-West Kimberley v Yungngora Association (2007) 157 LGERA 238; [2007] WASCA 233 at [54]. We confirm that the Trust uses the Property exclusively for such purposes.

Pursuant to the Noongar (Koorah, Nitja, Boordahwan) (Past, Present, Future) Recognition Act 2016 (WA), the Parliament of Western Australia has expressly acknowledged the living cultural, spiritual,

familial and social relationship that the Noongar People have with Noongar land (which includes the Property): s 5(2)(a). The Trust's use of the Property to promote and preserve the Noongar People's spiritual and cultural connections with their land is an exclusively charitable purpose.

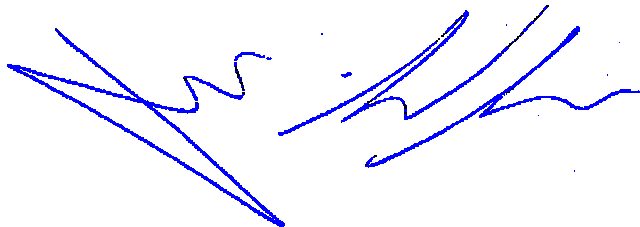
Further, and without prejudice to the above, we note that the Trust does not (and presently cannot) use the Property for any commercial purpose and derives no income from the Property. Before taking any substantive steps with respect to the Property, the Trust is obliged under the trust deed to consult with the Noongar Advisory Company and the Noongar Regional Corporation and to carefully consider, in a culturally appropriate way, how the land can best serve the spiritual, social and economic interests of the Noongar People. The important consultation work is ongoing.

Requiring the Trust to pay rates while establishing these necessary consultation processes occur would seem to be an unintended consequence of the South West Native Title Settlement, and at odds with community expectations. We also observe that the local government would not suffer any prejudice by reason of granting this exemption given that the Property was not rateable land prior to being assigned to the Trust.

We therefore respectfully request that the Shire correct the rate record to show that the Property is not rateable land and reimburse the Trust for rates paid pursuant to the Rates Notice.

Should you have any questions about our request or any related matters, we would be pleased to meet with you or your staff to assist you in making your determination in relation to our request.

Yours faithfully

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes that form a cursive name.

Jai Wilson  
Senior Trust Manager – Noongar Boodja Trust  
E: [jai.wilson@perpetual.com.au](mailto:jai.wilson@perpetual.com.au)  
T: 0427 006 007

# NOONGAR BOODJA LAND SUB PTY LTD

✔ Charity is registered.

✔ Charity reporting is up to date.

## Charity details

**ABN:**

[55649102876](#)

**Address:**

L 18 Se 1 123 Pitt St  
Sydney  
NSW, 2000, Australia

**Email:**

[philanthropy@perpetual.com.au](mailto:philanthropy@perpetual.com.au)

**Address For Service email:**

[philanthropy@perpetual.com.au](mailto:philanthropy@perpetual.com.au)

**Website:**

[perpetual.com.au](http://perpetual.com.au)

**Phone:**

[0292299000](tel:0292299000)

**Charity Size:**

Small

**Date established:**

29 March 2021

**Last reported:**

30 January 2024

**Next report due:**

31 December 2024

**Financial year end:**

30/06

### Using the information on the Register

Information on the Charity Register has been provided to the ACNC by charities. If information is not shown, this may be because it has not yet been provided. The ACNC may also approve information be withheld from the Charity Register in certain circumstances. [Read more about information on the Charity Register.](#)

## People

### Responsible people

The role of a 'Responsible Person' is an important one for registered charities. Generally, a charity's Responsible People are its board or committee members, or trustees.

**Andrew Baker**

**Role:** [Director](#)

[Associated charities](#)

**Mark Smith**


**Role:** [Director](#)

[Associated charities](#)



# Documents

## Annual reporting

Title	Due date	Date received	Download
Annual Information Statement 2024	30 December 2024	Not yet submitted	—
Financial Report 2024	30 December 2024	Pending	—
Annual Information Statement 2023	31 January 2024	30 January 2024	 <a href="#">View AIS</a>
Financial Report 2023	No due date	Not required - small	—
Annual Information Statement 2022	No due date	Not required - newly registered	—
Financial Report 2022	No due date	Not required - newly registered	—

## Documents

Title	Date	Reporting year	Download
Governing Document	25 March 2022	—	 <a href="#">Download</a>

# History

## The charity's subtype history

Purpose	Start date	End date
Advancing social or public welfare	29 March 2021	—

## Registration status history

Effective date	Status
29 March 2021	Registered



## Current details for ABN 55 649 102 876

### ABN details

Entity name:	NOONGAR BOODJA LAND SUB PTY LTD
ABN status:	Active from 30 Mar 2021
Entity type:	<a href="#">Australian Private Company</a>
Goods & Services Tax (GST):	Not currently registered for GST
Main business location:	WA 6000

### Australian Charities and Not-for-profits Commission (ACNC)

NOONGAR BOODJA LAND SUB PTY LTD is registered with the [Australian Charities and Not-for-profits Commission \(ACNC\)](#) as follows:

ACNC registration	From
Registered as a charity <a href="#">view ACNC registration</a>	30 Mar 2021

### ASIC registration - ACN or ARBN

649 102 876 [View record on the ASIC website](#)

### Charity tax concession status

NOONGAR BOODJA LAND SUB PTY LTD is a [Charity](#) endorsed to access the following tax concession:

Tax concession	From
GST Concession	30 Mar 2021
Income Tax Exemption	30 Mar 2021
FBT Rebate	30 Mar 2021

### Deductible gift recipient status

Not entitled to receive tax deductible gifts

#### Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#)

03 September 2024

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To and Councillors,

**Statement Outlining the Nature of the Noongar Boodja Land Sub Pty Ltd's Operations as per the Rates Exemption Application Form**

50 M Road is an uncleared vacant Lot.

The Lot is owned freehold by the Noongar Boodja Trust, through its holding entity the Noongar Boodja Land Sub Pty Ltd, and was acquired by the trust 27 2023.

The Noongar Boodja Trust is a registered charity that advances the culture, social and public welfare of Aboriginal and Torres people, specifically the Noongar People of the Noongar Nation, and in accordance with the trust deed. The Noongar Land Sub Pty Ltd is a wholly owned subsidiary of the Noongar Boodja Trust, that holds the legal title to all land and management orders on bare trust for the Noongar Boodja Trust. The Noongar Land Sub Pty Ltd is also a registered charity.

Section 6.26 of the Local Government Act 1995 sets out a wide range of circumstances in which land is not rateable land. Section.6.26(2)(g) provides that land is not rateable land if the land is used 'exclusively for a charitable purpose'. As both the Noongar Boodja Trust and Noongar Land Sub Pty Ltd are both registered charities, and as the seven beneficiaries of the trust are, or are capable of being endorsed as, eligible charities by the Commissioner of Taxation, we maintain that Lot 50 on D12357 is not rateable land on the grounds that the land is used exclusively for a charitable purpose.

The Lot has no occupants, no buildings and no operational use.

Council has zoned the land .

Yours faithfully



**Jai Wilson**  
Senior Trust Manager – Noongar Boodja Trust  
Direct Phone - 08 9224 4456  
E-mail – [jai.wilson@perpetual.com.au](mailto:jai.wilson@perpetual.com.au)



JACKSON McDONALD  
MULTI-SECTOR LAW

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## Noongar Boodja Trust

Date: 29 March 2021

### Parties

**William Michael Gerard Lawrie of  
(Settlor)**

care of South West Aboriginal Land and Sea Council, Level 2,  
100 Royal Street, East Perth, Western Australia

**Perpetual Trustee Company Limited  
of  
(Trustee)**

Level 18, 123 Pitt Street, Sydney, New South Wales

### Background

- A. The Noongar Community has reached a settlement with the State of Western Australia pursuant to six ILUAs, whereby native title rights and interests are dealt with in the manner envisaged in sections 24CB(e) and 24EB(1)(d) of the Native Title Act.
- B. Pursuant to the ILUAs the Noongar Community:
- (a) will receive a benefits package over a 12 year period consisting of a Noongar future fund, operations fund, cultural land fund, housing land fund and development land fund;
  - (b) has established this Trust to meet the requirements for a trust that will operate in perpetuity to receive, hold and Apply the benefits payable under the ILUAs to or for Eligible Noongar Entities;
  - (c) has or will establish a regional Aboriginal Corporation for the traditional owners in each of the six Regions within the Noongar Boodja Traditional Lands being an Aboriginal Corporation to provide community services to and support the growth and development of the traditional owners and their communities in their Region; and
  - (d) has or will establish one central services Aboriginal Corporation to assist the Noongar Community as a whole and provide administrative and other services to the Regional Corporations referred to above.
- C. In accordance with the terms of this Deed, the Trustee will provide financial support to the Eligible Noongar Entities that, in turn, will have corresponding reporting and other obligations to the Trustee.



Document 0000

Definitions and Interpretation

Definitions

The word "Deed" means the instrument or instruments by which the land is conveyed to the Trustee.

**body corporate** means a corporation registered under the CATSI Act;

**disbursement** has the meaning given in clause 22.9;

**relevant group** means the relevant "Native Title Agreement Group" as defined in an ILUA;

**relevant endorsement** means an endorsement given by an Agreement Group in accordance with Schedule 6;

**Budget** means in each Financial Year, the budget determined by the Trustee under clause 18.2;

**Financial Year** means the period commencing on 1 July and ending on 30 June of the following year;

**permitted Budget** means the amount of the Budget for the Financial Year that is approved by the Trustee under clause 18.2;

**Special Profits Budget** means the amount of the Special Profits Budget for the Financial Year that is approved by the Trustee under clause 18.2;

**proprietor** means a person who is a proprietor of the land under the terms "proprietor", "proprietor" or "proprietors" have a corresponding meaning.

**proprietors** means the proprietors of the land under clause 13.3;

**assesses** means the assessors of the land under the Income Tax Assessment Act 1936 and the word "assess" shall have a corresponding meaning;

**trustee** means the trustee or trustees of the trust under the trust deed.

**land** means the land and any interest in the land that is the subject of the trust under clause 2 of the trust deed.

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<p><b>B□□□□et Pr□□□□□□es</b></p>	<p>means the principles described as the budget principles in clause 18.3;</p>
<p><b>B□□□□□□□□□□ D□□□</b></p>	<p>means a day on which the major trading banks are open for business in Perth, except a Saturday, Sunday or public holiday;</p>
<p>□□□□TS□□□□□□□</p>	<p>means the <i>Corporations (Aboriginal and Torres Strait Islander) Act 2006</i> (Cth);</p>
<p>□□□□mm□□□□□□□□□□□□  <b>T□□□□□□□□□□</b></p>	<p>means a Commissioner of Taxation (Federal), Second Commissioner of Taxation (Federal) and Deputy Commissioner of Taxation (Federal) as provided for in sections 4 and 7 of the <i>Taxation Administration Act 1953</i> (Cth);</p>
<p>□□□□□□□□□□□□□□□□</p>	<p>has the meaning given in clause 3.2(c)(i);</p>
<p>□□□□□□□□□□□□□□□□□□  □□□□□□□□□□□□□□□□</p>	<p>has the meaning given to the term “Conditional Period Expiry Date” in clause 10 of the ILUAs;</p>
<p>□□□□□□□□□□□□□□□□  □□□□□□□</p>	<p>means the Consumer Price Index, All Groups Index, number for Perth, Western Australia, published from time to time by the Australian Bureau of Statistics (catalogue number 6401.0). If that index ceases to be published by the Australian Bureau of Statistics then Consumer Price Index shall mean such other index as represents the rise in the cost of living in Perth, Western Australia as the State reasonably determines after consulting with the Trustee and the Noongar Relationship Committee;</p>
<p>□□□□□□□□□□□□□□□□</p>	<p>means any person, organisation, trustee of another trust, the State (otherwise than in respect of the State’s obligations under the ILUAs) or the Commonwealth that contributes money, investments, property or other assets to the Trust Fund from time to time;</p>
<p>□□□□□□□□□□□□□□□□</p>	<p>means money, investments, property or other assets of any kind from a Contributor;</p>
<p>□□□□□□□□□□□□□□□□</p>	<p>means the <i>Corporations Act 2001</i> (Cth);</p>
<p>□□□□S□□</p>	<p>means a corporation that is appointed by the Trustee as the Central Services Corporation in accordance with clause 5.1;</p>

**0S0 00re Ser000es** means the core services to be undertaken by the CSC to or for the benefit of the Noongar Community as determined in accordance with item S2.3 of Schedule 2 and as varied from time to time;

**0S0 0pt00000 Ser000es** means the optional services to be provided by the CSC to the Regional Corporations as determined in accordance with item S2.5 of Schedule 2 and as varied from time to time;

**0S0 Pr00000es** means the principles described as the “CSC Principles” as set out in Annexure E of Schedule 10 to the ILUAs;

**0S0 Re000000 Ser000es** means the principal services to be provided by the CSC to the Regional Corporations as determined in accordance with item S2.4 of Schedule 2 and as varied from time to time;

**0S0 Ser000es** means the CSC Core Services, CSC Regional Services and CSC Optional Services;

**00t0r00000d** means any estate, right, interest in land or Management Order held by the Land Sub and vested in the Trust from time to time and identified by the Trustee as Cultural Land;

**00t0r00000d De0e00pme0t De0s000** means a decision to do any of the following in relation to the whole or part of any Cultural Land in a Region:

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000 0r000000 000 000d000 0r 00 0r00000 0000

**00t0r00000d 000d** means the Sub Fund established under clause 10;

**00st0d000 Tr0stee** means the custodian trustee of the Trust appointed under clause 13.2.3;

**De0s000 t0 Pr00eed** 0 00000 0 d0000000 00 0000r 0000 0 000d000 00r00000 0000 0r 0r0000000 00000 000000000d 00 000 00000 00000 0000

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500,000 and the amount of the debt to be repaid by the Trust or the Trustee.

**Dedicated Trustee** means a Nominee Entity that meets the Dedicated Trustee Requirements and is appointed as Trustee by the Appointors under clause 13.4;

**Dedicated Trustee Requirements** means the requirements in Schedule 7;

**Deed** means this trust deed as amended from time to time;

**Deed of appointment** means the deed of appointment referred to in clause 13.4(g);

**Deed of Investment Policy** means the policy in Schedule 11 as Modified from time to time;

**Development Land** means any estate, right or interest in real property held by the Land Sub and vested in the Trust from time to time and identified by the Trustee as Development Land;

**Development Fund** means the Sub Fund established under clause 11;

**Dispute** means a dispute referred to in clause 3.6;

**Dispute Notice** means the notice described as the dispute notice in clause 3.6(c);

**Dispute Resolution Procedure** means the procedure for resolving a Dispute, as set out in Schedule 12;

**Distribute** means to distribute, pay, commit, credit, apply or otherwise expend and "**Distribution**" and "**Distributes**" have a corresponding meaning;

**Exempt Beneficiary** means a fund, institution or other entity endorsed by the Commissioner of Taxation as income tax exempt under Subdivision 50B of the *Income Tax Assessment Act 1997* (Cth);

**Exempt Beneficiary Entities** means the:  
 (a) Exempt Beneficiary Entities  
 (b) Rollover Beneficiary Entities

**Notice of Appointment** means a written notice from the Trustee to an entity nominated in an ENE Nomination appointing the nominated entity as:

- (a) Rollover Beneficiary Entity under clause 51
- (b) Exempt Beneficiary Entity under clause 51
- (c) Exempt Beneficiary Entity











□□□□ holds appropriate authorisations to permit it, in accordance with the Corporations Act, to give advice regarding the Investment Policy and the various categories of investments held by the Trust and to deal with those investments; and

□□□□ has at least 10 years investment management experience in relation to funds under management of greater than \$500 million; or

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□□□□ has at least 10 years direct property management experience in relation to property assets under management of greater than \$500 million (indexed annually in accordance with the Consumer Price Index);

**□□□□ Investment Policy** means an investment policy for the Trust prepared in accordance with clause 19.4;

**□□□□ Investment Principles** means the investment principles set out in clause 19.3;

**□□□□ Register** means the register to be maintained in accordance with clause 22.1(b);

**□□□□ Subsidiary** means the subsidiary company to be established by the Trustee and described as the Land Sub in accordance with clause 22.1;

**Management Order** means an order by which care, control and management of a reserve are placed with a management body under section 46 of the *Land Administration Act 1997* (WA);

**Mediation Guidelines** means the rules or guidelines for mediation as adopted from time to time by the Institute of Arbitrators and Mediators Australia or an equivalent body;

**Mediator** means a person who is a member of, and accredited as a mediator by, the Institute of Arbitrators and Mediators Australia or an equivalent body;

**Modify** means to modify, vary, amend, alter, change or correct and the terms “**Modified**”, “**Modifying**” and “**Modification**” shall have a corresponding meaning;

**Native Title Act** means the *Native Title Act 1993* (Cth);

**Net Proceeds** has the meaning given in clause 11.5(a);

**Committee** means the committee established in accordance with clause 16;

**Proposed Dedicated Trustee** means a company proposed to be appointed as a Dedicated Trustee under clause 13.2;



**Trustee Company**

means an organisation that:

- (a) is a “trustee company” as that term is defined in section 601R of the Corporations Act 2006;
- (b) is a company that is authorised to provide “traditional trustee company services” as defined under the Corporations Act, section 601RAA; and
- (c) with appropriate authorisations as required to permit it to carry out functions under this Deed; and
- (d) is a company that is authorised to provide “traditional trustee company services” as defined under the Corporations Act, section 601RAA; and

**Property Development Titles**

has the meaning given in clause 11.1(d);

**Protected Property**

has the meaning given in item S10.1;

**Realistic Contribution Plan**

means a plan that identifies clear actions with realistic targets for the Trustee, and is developed in consultation with the Noongar Community that details the Trustee’s contribution to:

- (a) reconciliation of the Noongar Community;
- (b) the Noongar Community’s economic development and employment opportunities; and
- (c) the Noongar Community’s social and cultural development.

**Regions**

means the following regions that comprise the Noongar Boodja Traditional Lands:

- (a) the Albany Region;
- (b) the Boodja Region;
- (c) the Busselton Inland Region;
- (d) the Busselton Coastal Region;
- (e) the Geelong Region;
- (f) the Ravenhill Region;

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<b>Regional Corporation</b>	means a corporation that is appointed by the Trustee as a Regional Corporation in respect of a specific Region in accordance with clause 4.1;
<b>Regional Corporation Core Services</b>	means the core services to be undertaken by a Regional Corporation as determined in accordance with Schedule 3 and as varied from time to time;
<b>Regional Corporation Principles</b>	means the principles described as the “Regional Corporation Principles” as set out in Annexure E of Schedule 10 to the Relevant ILUA;
<b>Regional Agreement</b>	means in respect of an Agreement Group, the ILUA relating to that Agreement Group;
<b>Regional Agreement Regional Corporation</b>	means in respect of a Region, the Regional Corporation associated with that Region;
<b>Settled Sum</b>	means \$10.00;
<b>South West Bojjarah Regional Native Title Claim Groups</b>	means the South West Bojjarah lands and that part of the Harris Family lands the subject of the ILUA entered into by the State and the South West Bojjarah and Harris Family native title claim groups;
<b>Special Projects</b>	means a special project undertaken by an Eligible Noongar Entity in furtherance of its objects;
<b>Special Projects Fund</b>	means the Sub Fund established under clause 9;
<b>Special Projects Fund</b>	has the meaning given in clause 9.2(a);
<b>Special Project Schemes</b>	has the meaning given in clause 9.1(d)(ii);
<b>Special Purpose Report</b>	means a report of, as the case may be: <p style="margin-left: 40px;">(a) a Regional Corporation or a Regional Corporation in respect of a Region;          (b) a Regional Corporation or a Regional Corporation in respect of a Region;          (c) a Regional Corporation or a Regional Corporation in respect of a Region;          (d) a Regional Corporation or a Regional Corporation in respect of a Region;          (e) a Regional Corporation or a Regional Corporation in respect of a Region;          (f) a Regional Corporation or a Regional Corporation in respect of a Region;          (g) a Regional Corporation or a Regional Corporation in respect of a Region;          (h) a Regional Corporation or a Regional Corporation in respect of a Region;          (i) a Regional Corporation or a Regional Corporation in respect of a Region;          (j) a Regional Corporation or a Regional Corporation in respect of a Region;          (k) a Regional Corporation or a Regional Corporation in respect of a Region;          (l) a Regional Corporation or a Regional Corporation in respect of a Region;          (m) a Regional Corporation or a Regional Corporation in respect of a Region;          (n) a Regional Corporation or a Regional Corporation in respect of a Region;          (o) a Regional Corporation or a Regional Corporation in respect of a Region;          (p) a Regional Corporation or a Regional Corporation in respect of a Region;          (q) a Regional Corporation or a Regional Corporation in respect of a Region;          (r) a Regional Corporation or a Regional Corporation in respect of a Region;          (s) a Regional Corporation or a Regional Corporation in respect of a Region;          (t) a Regional Corporation or a Regional Corporation in respect of a Region;          (u) a Regional Corporation or a Regional Corporation in respect of a Region;          (v) a Regional Corporation or a Regional Corporation in respect of a Region;          (w) a Regional Corporation or a Regional Corporation in respect of a Region;          (x) a Regional Corporation or a Regional Corporation in respect of a Region;          (y) a Regional Corporation or a Regional Corporation in respect of a Region;          (z) a Regional Corporation or a Regional Corporation in respect of a Region;</p>
<b>Special Resolution</b>	means a resolution passed by at least 75 percent of all persons present and entitled to vote on the matter;
<b>Startup Period</b>	has the meaning given in clause S2.1(b);
<b>State</b>	means the State of Western Australia, acting through the Department of the Premier and Cabinet;
<b>State Contract</b>	has the meaning given in clause 10 of the ILUAs;
<b>State Contract Fund</b>	has the meaning given in clause 6.4;

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<b>State Contribution Period</b>	means the period of time beginning on the ILUA Commencement Date and expiring on the date that is twelve (12) years from the ILUA Commencement Date;
<b>State endorsement</b>	means the State's written approval to the nomination of a corporation as the CSC, a Regional Corporation or any other Eligible Noongar Entity as the case may be, which approval must not be revoked during any period in which the entity is otherwise eligible to act in the relevant position;
<b>Statutory corporation</b>	means a body corporate which: <ul style="list-style-type: none"> <li>□□□ is established by State legislation; and</li> <li>□□□ has a board of management or directors;</li> </ul>
<b>Strategic Plan</b>	means the strategic plan for the Trust prepared in accordance with clause 21;
<b>Strategic Release</b>	has the meaning given in clause 26(a);
<b>Sub fund</b>	means a sub fund of the Trust Fund established by the Trustee in accordance with clause 6.2;
<b>Specs commitment</b>	has the meaning given in clause 17.7(a);
<b>Specs covenant</b>	has the meaning given in clause 17.7(b)(i);
<b>Specs Period</b>	has the meaning given in clause 17.7(a);
<b>Specs Remedial</b>	has the meaning given in clause 17.7(b)(iii);
<b>Tax Act</b>	means the <i>Income Tax Assessment Act 1936</i> (Cth), <i>Income Tax Assessment Act 1997</i> (Cth) and the <i>Taxation Administration Act 1953</i> (Cth) as amended from time to time;
<b>Title Protection Criteria</b>	has the meaning given in clause 10.3(d);
<b>Traditions Customs</b>	means the bodies of traditions, laws, customs and beliefs of the Noongar Community and includes those traditions, observances, customs and beliefs as applied in relation to particular persons, sites, areas of land, things or relationships;
<b>Transition Principles</b>	means the principles described as the "Transition Principles" set out in Annexure Y of Schedule 10 to the ILUAs;
<b>Trust</b>	means the trust created by this Deed;
<b>Trust fund</b>	has the meaning described in clause 6.1;
<b>Trust Purpose</b>	means the Trust Purpose set out in clause 2.2;

<b>Trustee</b>	means the initial trustee specified in clause 13.1 or the trustee of the Trust appointed under clause 13.4 from time to time;
<b>Trustee Expense Budget</b>	has the meaning given in clause 23.3(a);
<b>Trustees Act</b>	means the <i>Trustees Act 1962 (WA)</i> ;
<b>Trustee's Annual Report</b>	has the meaning given in clause 25(a);
<b>Valid</b>	means, in respect of an endorsement under this Deed, that the endorsement is subsisting and unrevoked;
<b>State and Southern Noongar Native Title Claim Groups</b>	means the lands the subject of the ILUA entered into by the State and the Wagyl Kaip and Southern Noongar native title claim groups;
<b>State and Whadjuk Native Title Claim Groups</b>	means the lands the subject of the ILUA entered into by the State and the Whadjuk native title claim group; and
<b>Yued Native Title Claim Group</b>	means the lands the subject of the ILUA entered into by the State and the Yued native title claim group.

**2 Interpretation of Clauses**

- 2.1 In this Deed, unless the context otherwise requires, a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure of this Deed.
- 2.2 In this Deed, unless the context otherwise requires, a reference to a party is a reference to a party to this Deed.
- 2.3 In this Deed, unless the context otherwise requires, a reference to a document is a reference to a document of this Deed.
- 2.4 In this Deed, unless the context otherwise requires, a reference to a document is a reference to a document of this Deed.
- 2.5 In this Deed, unless the context otherwise requires, a reference to a document is a reference to a document of this Deed.

**3 Status of Schedules**

- 3.1 The schedules to this Deed are an integral part of this Deed.
- 3.2 The schedules to this Deed are an integral part of this Deed.
- 3.3 The schedules to this Deed are an integral part of this Deed.

## 2 Trust Purpose

### 2.1 Declaration of Trust

The Settlor hereby declares that the Settlor is the owner of the property described in Schedule A and that the Settlor is of legal age and sound mind and is capable of making a valid declaration of trust.

The Settlor hereby declares that the Settlor is the owner of the property described in Schedule A and that the Settlor is of legal age and sound mind and is capable of making a valid declaration of trust.

The Settlor hereby declares that the Settlor is the owner of the property described in Schedule A and that the Settlor is of legal age and sound mind and is capable of making a valid declaration of trust.

The Settlor hereby declares that the Settlor is the owner of the property described in Schedule A and that the Settlor is of legal age and sound mind and is capable of making a valid declaration of trust.

### 2.2 Trust Purpose

The purpose of the trust is to hold the property described in Schedule A for the benefit of the beneficiaries named in Schedule B in accordance with the terms set out in this trust deed.

### 2.3 Trust Activities

The trustee shall have full power to do all such things as may be necessary or expedient to carry out the purposes of the trust.

The trustee shall have full power to **Reinvest** the trust funds in such manner as the trustee may think fit, and to vary the investments from time to time.

The trustee shall have full power to **Settle** the trust funds in such manner as the trustee may think fit, and to vary the settlements from time to time.

The trustee shall have full power to **Invest** the trust funds in such manner as the trustee may think fit, and to vary the investments from time to time.

The trustee shall have full power to **Develop** the trust funds in such manner as the trustee may think fit, and to vary the developments from time to time.

The trustee shall have full power to **Settle** the trust funds in such manner as the trustee may think fit, and to vary the settlements from time to time.

The trustee shall have full power to **Operate** the trust funds in such manner as the trustee may think fit, and to vary the operations from time to time.

- 11. The Trustee shall have the power to invest the Trust property in such manner as he or she may think fit, and to vary such investments from time to time, and to receive the interest and dividends thereon, and to pay the same to the Beneficiary, and to exercise all such powers as may be necessary or expedient for the purposes of the Trust, and to do all such things as may be necessary or expedient for the purposes of the Trust, and to execute all such documents as may be necessary or expedient for the purposes of the Trust.
- 12. The Trustee shall have the power to borrow money on the security of the Trust property, and to mortgage the Trust property, and to do all such things as may be necessary or expedient for the purposes of the Trust, and to execute all such documents as may be necessary or expedient for the purposes of the Trust.
- 13. The Trustee shall have the power to grant leases of the Trust property, and to do all such things as may be necessary or expedient for the purposes of the Trust, and to execute all such documents as may be necessary or expedient for the purposes of the Trust.
- 14. The Trustee shall have the power to sell, convey, assign, or otherwise dispose of the Trust property, and to do all such things as may be necessary or expedient for the purposes of the Trust, and to execute all such documents as may be necessary or expedient for the purposes of the Trust.
- 15. The Trustee shall have the power to sue, defend, compromise, and settle all claims, actions, suits, and proceedings, and to do all such things as may be necessary or expedient for the purposes of the Trust, and to execute all such documents as may be necessary or expedient for the purposes of the Trust.
- 16. The Trustee shall have the power to receive and accept any money, securities, or other property, and to do all such things as may be necessary or expedient for the purposes of the Trust, and to execute all such documents as may be necessary or expedient for the purposes of the Trust.
- 17. The Trustee shall have the power to execute all such documents as may be necessary or expedient for the purposes of the Trust, and to do all such things as may be necessary or expedient for the purposes of the Trust.
- 18. The Trustee shall have the power to do all such things as may be necessary or expedient for the purposes of the Trust, and to execute all such documents as may be necessary or expedient for the purposes of the Trust.

**24 Not for Profit**

- 19. The Trustee shall not be entitled to any remuneration or other benefit in respect of his or her services as Trustee, and shall be entitled to be reimbursed for all reasonable expenses incurred by him or her in the administration of the Trust.
- 20. The Trustee shall be entitled to be reimbursed for all reasonable expenses incurred by him or her in the administration of the Trust, and to be paid such remuneration as may be determined by the Trustee in accordance with clause 23.
- 21. The Trustee shall be entitled to be reimbursed for all reasonable expenses incurred by him or her in the administration of the Trust, and to be paid such remuneration as may be determined by the Trustee in accordance with clause 23.
- 22. The Trustee shall be entitled to be reimbursed for all reasonable expenses incurred by him or her in the administration of the Trust, and to be paid such remuneration as may be determined by the Trustee in accordance with clause 23.





### 3.1 Recognition of Noongar Community

#### 3.1.1 Recognition of Noongar Community

In exercising the Trustee's discretions pursuant to this Deed, and subject to clauses 22.1 and 22.2, the Trustee shall have regard to:

(a) the fundamental connection between the Trust Fund and the Agreement Groups and that the primary source of the Trust Fund is the settlement between the Noongar Community and the State whereby native title rights and interests are dealt with in the manner envisaged in subsections 24CB(e) and 24EB(1)(d) of the Native Title Act, pursuant to the ILUAs;

(b) the connection between the Agreement Groups and the Regions,

and may rely upon the terms of the ILUAs for the purpose of determining:

(i) the appropriate persons to be appointed as the Regional Councils and the appropriate persons to be appointed as the Regional Councils;

(ii) the appropriate persons to be appointed as the Regional Councils and the appropriate persons to be appointed as the Regional Councils.

#### 3.2 Good Governance Practice

The Trustee shall:

(a) ensure that the Trustee complies with the highest standards of good governance practice and that the Trustee is transparent and accountable to the Agreement Groups;

(b) ensure that the Trustee complies with the highest standards of good governance practice and that the Trustee is transparent and accountable to the Agreement Groups;

(c) ensure that the Trustee complies with the highest standards of good governance practice and that the Trustee is transparent and accountable to the Agreement Groups;

(i) a code of conduct (**Code of Conduct**); and

(ii) a policies and procedures manual (**Policy and Procedures Manual**).

### 3.3 Communications with the Noongar Community

3.3.1 The Trust will ensure that the Noongar Community is consulted and that the Trust's operations are transparent and accountable to the Noongar Community. The Trust will ensure that the Noongar Community is consulted regarding the Trust's operations and that the Trust's operations are transparent and accountable to the Noongar Community.

3.3.2 effective participation by the Noongar Community in the operation of the Eligible Noongar Entities;

3.3.3 decision-making by the Eligible Noongar Entities to:

3.3.3.1 be in accordance with the principle that decisions about land are to be made by Noongar Persons who have a right to speak for that land under Traditional Law and Custom; and

3.3.3.2 take into account cultural sensitivities and values;

3.3.4 ensuring transparency and accountability in decision making; and

3.3.5 ensuring the operations of the Trust are just, fair and equitable (which does not necessarily require equal Distributions).

3.3.6 The Trust will ensure that the Noongar Community is consulted regarding the Trust's operations and that the Trust's operations are transparent and accountable to the Noongar Community.

3.3.7 The Trust will ensure that the Noongar Community is consulted regarding the Trust's operations and that the Trust's operations are transparent and accountable to the Noongar Community.

3.3.8 The Trust will ensure that the Noongar Community is consulted regarding the Trust's operations and that the Trust's operations are transparent and accountable to the Noongar Community.

3.3.9 The Trust will ensure that the Noongar Community is consulted regarding the Trust's operations and that the Trust's operations are transparent and accountable to the Noongar Community.

### 3.4 Consultations and Decision Making with Eligible Noongar Entities

3.4.1 The Trust will ensure that the Noongar Community is consulted regarding the Trust's operations and that the Trust's operations are transparent and accountable to the Noongar Community.

3.4.2 develop and maintain a process for direct communications with each Eligible Noongar Entity; and

3.4.3 consult directly with each Eligible Noongar Entity regarding matters that relate solely to that Eligible Noongar Entity or its relevant Agreement Group or Region.





**4 Appointment of Regional Corporations**

**4.1 Nomination and Appointment**

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**4.2 Ceasing to be eligible to act as Regional Corporation**

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- 000 issue an ENE Default Notice which must state the:
  - 00 reasons the Regional Corporation has ceased to meet the eligibility requirements under clause 4.5(a);
  - 00 actions the Regional Corporation must undertake to rectify or remedy the matters giving rise to the ENE Default Notice, as determined by the Trustee (acting reasonably) in its absolute discretion; and
  - 00 latest time by which the Regional Corporation must satisfy the ENE Default Notice, as determined by the Trustee (acting reasonably) in its absolute discretion;
- 0000 as far as is practicable and in its discretion, provide assistance to the Regional Corporation, an administrator appointed under the CATSI Act to the Regional Corporation or the CSC, to enable the Regional Corporation to comply with an ENE Default Notice, with a view to avoiding the need to establish and approve a replacement Regional Corporation; and
- 00000 if the Regional Corporation fails to comply with an ENE Default Notice, terminate the appointment of the Regional Corporation by issuing an ENE Termination Notice to the Regional Corporation.

4.2(b)(ii) the Relevant Regional Corporation is not a member of the relevant Agreement Group;

4.2(b)(iii) provide reasonable assistance to the relevant Agreement Group to establish or support an entity in its endeavours to meet the eligibility requirements in clause 4.5(a) and nominate for appointment as the Regional Corporation for that Region;

4.2(b)(iv) directly or through an entity engaged by the Trustee, perform such functions and deliver such services of a Regional Corporation as the Trustee determines in its absolute discretion is reasonably necessary to advance the vital operations of the Trust; and

4.2(b)(v) in giving effect to clauses 4.2(b)(i) and 4.2(b)(ii), Apply any part of the Operations Funding (including any funds held or previously held in an ENE Operations Account or ENE Distributions Account in respect of the Relevant Regional Corporation).

**4.3 Ceasing to be Eligible upon receipt of ILUA Termination Notice**

4.3(a) The Relevant Regional Corporation is not eligible to be a member of the relevant Agreement Group if it receives a written notice from the Trustee that the Trustee has terminated the ILUA for the relevant Agreement Group.

4.3(b) If the Trustee terminates the ILUA for the relevant Agreement Group, the Relevant Regional Corporation shall not be eligible to be a member of the relevant Agreement Group.

4.3(c) The Trustee may terminate the ILUA for the relevant Agreement Group if the Trustee is satisfied that the Relevant Regional Corporation is not eligible to be a member of the relevant Agreement Group.

**4.4 ENE Termination Notice**

4.4(a) If the Trustee terminates the ENE for the Relevant Regional Corporation, the Trustee shall provide a written notice of termination to the Relevant Regional Corporation within 2 business days of the termination.

4.4(b) The Trustee may terminate the ENE for the Relevant Regional Corporation if the Trustee is satisfied that the Relevant Regional Corporation is not eligible to be a member of the relevant Agreement Group.

4.4(c) The Trustee may terminate the ENE for the Relevant Regional Corporation if the Trustee is satisfied that the Relevant Regional Corporation is not eligible to be a member of the relevant Agreement Group.

4.4(d) The Trustee may terminate the ENE for the Relevant Regional Corporation if the Trustee is satisfied that the Relevant Regional Corporation is not eligible to be a member of the relevant Agreement Group.

4.4(d)(i) the Relevant Regional Corporation's representatives do not participate in the Noongar Relationship Committee in accordance with clause 15.7;

4.4(d)(ii) any interest in Cultural Land granted to the Relevant Regional Corporation terminates and reverts back to the Trustee in accordance with clause 10.3(d); and

4.4(d)(iii) any Special Projects Funding that has not been used by the Relevant Regional Corporation will be repaid to the Trustee in accordance with clause 9.2(e),

PROVIDED THAT the Trustee may (with prior written consent of the State) determine otherwise.

**4 Eligibility to act as Regional Corporation**

4.1 A Regional Corporation is eligible to act as a Regional Corporation if:

- 4.1.1 it is an Aboriginal Corporation;
- 4.1.2 there is in place a Valid:
  - 4.1.2.1 Agreement Group Endorsement;
  - 4.1.2.2 State Endorsement; and
  - 4.1.2.3 endorsement of the Commissioner of Taxation that the entity is an Eligible Charity (or is capable of being endorsed);
- 4.1.3 it is not suffering an Insolvency Event; and
- 4.1.4 it satisfies the requirements set out in the:
  - 4.1.4.1 Regional Corporation Principles; and
  - 4.1.4.2 Transition Principles (to the extent applicable).

4.2 A Regional Corporation is not eligible to act as a Regional Corporation if it is a Regional Corporation that is a Regional Corporation in the State of Western Australia.

**4 Regional Corporation Core Functions**

4.1 The Director may, in exercising his or her functions under this Act, do anything that is necessary or expedient for the Regional Corporation to carry out its functions.

4.2 The Director may, in exercising his or her functions under this Act, do anything that is necessary or expedient for the Regional Corporation to carry out its functions, including the functions of the Regional Corporation under the Regional Corporation Act 2015.

**4 Regional Corporation Special Purpose Report**

4.1 A Regional Corporation must, at the end of each financial year, prepare a Special Purpose Report for the financial year.

- 4.1.1 the Regional Corporation's activities for the previous Financial Year;
- 4.1.2 details of the services provided by the Regional Corporation to the Noongar Community in the Region in the previous Financial Year;





Appointment of CSC

Nomination and Appointment

5.1 The Trustee may, in its absolute discretion, appoint or re-appoint as the CSC any person or entity who is eligible to act as the CSC in accordance with clause 5.4.

The Trustee may, in its absolute discretion, appoint or re-appoint as the CSC any person or entity who is eligible to act as the CSC in accordance with clause 5.4 and to nominate for appointment as the CSC.

the Trustee may establish or support an entity in its endeavours to meet the eligibility requirements in clause 5.4 and to nominate for appointment as the CSC;

in order to advance the vital operations of the Trust:

the Trustee may with the consent of the State appoint an entity as the Interim CSC;

the Interim CSC will exercise such functions and deliver such services of the CSC as the Trustee in its absolute discretion determines, including facilitating the Noongar Corporations Committee;

the Trustee can meet its obligations under the Trust Deed to consult with or obtain the consent of the CSC, by consulting with and obtaining the consent of the Noongar Advisory Company; and

D the Trustee may Apply any part of the Operations Funding in giving effect to this clause 5.1(b)(ii).

The Trustee may, in its absolute discretion, appoint or re-appoint as the CSC any person or entity who is eligible to act as the CSC in accordance with clause 5.4.

2 Ceasing to be eligible to act as CSC

Where the CSC ceases to meet one or more of the eligibility requirements in clause 5.4 for any reason, the Trustee must:

issue an ENE Default Notice which must state the:

reasons the CSC has ceased to meet the eligibility requirements under clause 5.4;

actions the CSC must undertake to rectify or remedy the matters giving rise to the ENE Default Notice, as determined by the Trustee (acting reasonably) in its absolute discretion; and

latest time by which the CSC must satisfy the ENE Default Notice, as determined by the Trustee (acting reasonably) in its absolute discretion;

- (i) as far as is practicable and in its discretion, provide assistance to the CSC or an administrator appointed under the CATSI Act to the CSC to enable the CSC to comply with an ENE Default Notice, with a view to avoiding the need to establish and approve a replacement CSC; and
  - (ii) if the CSC fails to comply with an ENE Default Notice, terminate the appointment of the CSC by issuing an ENE Termination Notice to the CSC.
- Where the CSC has ceased to exist and until such time as a new CSC is appointed, the Trustee may:
- (a) provide reasonable assistance to the Agreement Groups (including through their Regional Corporations) to establish or support an entity in its endeavours to meet the eligibility requirements in clause 5.4 and to nominate for appointment as the CSC;
  - (b) directly or through an entity engaged by the Trustee, perform such functions and deliver such services of the CSC as the Trustee determines in its absolute discretion is reasonably necessary to advance the vital operations of the Trust;
  - (c) in giving effect to clauses 5.2(b)(i) and 5.2(b)(ii), Apply any part of the Operations Funding (including any funds held or previously held in an ENE Operations Account or ENE Distributions Account in respect of the CSC); and
  - (d) meet its obligations under the Trust Deed to consult with or obtain the consent of the CSC, by consulting with and obtaining the consent of the Noongar Advisory Company.

**5.3 ENE Termination Notice**

- Clause 5.2(d) applies to the trustee's obligations under clause 5.4 to provide assistance to the CSC or an administrator appointed under the CATSI Act to the CSC to enable the CSC to comply with an ENE Default Notice, with a view to avoiding the need to establish and approve a replacement CSC; and
- (i) the trustee may, in exercising its powers under clause 5.3(d), apply any part of the Operations Funding (including any funds held or previously held in an ENE Operations Account or ENE Distributions Account in respect of the CSC); and
  - (ii) the trustee may, in exercising its powers under clause 5.3(d), apply any part of the Operations Funding (including any funds held or previously held in an ENE Operations Account or ENE Distributions Account in respect of the CSC); and
- (b) the CSC's representatives do not participate in the Noongar Relationship Committee in accordance with clause 15.7; and
  - (c) any Special Projects Funding that has not been used by the CSC will be repaid to the Trustee in accordance with clause 9.2(e),

PROVIDED THAT the Trustee may (with prior written consent of the State) determine otherwise.

#### **4 Eligibility to act as CSC**

An organisation is and continues to be eligible to act as the CSC during the period that:

- (a) it is an Aboriginal Corporation;
- (b) there is in place a Valid:
  - (i) State Endorsement;
  - (ii) endorsement of the Commissioner of Taxation that the entity is an Eligible Charity (or is capable of being endorsed); and
  - (iii) endorsement from a majority of the Regions which must comprise in respect of each Region:
    - (A) written endorsement of the Relevant Regional Corporation; or
    - (B) where there is no Relevant Regional Corporation, an Agreement Group Endorsement from the relevant Agreement Group;
- (c) it is not suffering an Insolvency Event; and
- (d) it satisfies the requirements set out in the:
  - (i) CSC Principles; and
  - (ii) Transition Principles (to the extent applicable).

#### **5 CSC Services**

(a) The Trustee may require the CSC to deliver the CSC Core Services and the CSC Regional Services to the Regional Corporations in accordance with the requirements in Schedule 2.

(b) Subject to clause 5.5, the Trustee may require the CSC to deliver the CSC Core Services and the CSC Regional Services to the Regional Corporations in accordance with the requirements in Schedule 2.

- (c) deliver the CSC Core Services; and
- (d) during the Start-Up Period, offer and deliver the CSC Regional Services to the Regional Corporations during that Financial Year in accordance with the requirements in Schedule 2.

(e) The Trustee may require the CSC to deliver the CSC Core Services and the CSC Regional Services to the Regional Corporations in accordance with the requirements in Schedule 2.

#### **6 CSC Special Purpose Report**

(a) Subject to clause 5.6(c), the Trustee may require a Special Purpose Report from the CSC, at the CSC’s cost, in respect of a Financial Year.

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- The Special Purpose Report must include:
    - the CSC’s activities for the previous Financial Year;
    - details of the CSC Core Services provided by the CSC to or on behalf of the Noongar Community in the previous Financial Year;
    - details of the CSC Regional Services provided by the CSC to each of the Regional Corporations in the previous Financial Year;
    - details of the CSC Optional Services provided by the CSC to each of the Regional Corporations and the Noongar Community in the previous Financial Year;
    - a statement from the CSC regarding the CSC’s expenditure as against the CSC’s budget for the previous Financial Year and, to the extent the expenditure exceeded the budget, a report on the steps that will be taken to reduce the CSC’s expenditure; and
    - a copy of the CSC’s financial statements for the previous Financial Year.
  
  - The Trustee may rely on the CSC’s □□□□□□ □□□□□□□□□□□□ □□□□□□ □□□□ Trustee’s □□□□□□□□□□ □□□□□□□□ □□□□□□□□□□ □□□□□□ □□□ □□□□□□□□ □□□□□□ 5□□□□□□□□

# Trust Fund

## Meaning of Trust Fund

Trust Fund is defined as:

- the Settled Sum;
- all Contributions, interests in land and Management Orders paid or transferred to and accepted by the Trustee as additions to the Trust Fund;
- all accretions to the Trust Fund;
- all accumulations of income; and
- the money, investments, property, interests in land and Management Orders from time to time representing the above or into which they are converted,

and includes any Sub Fund and any part of the Trust Fund.

State Contribution and Revenue are defined as:

With the Trustee's consent, State Contribution and Revenue may be transferred to the Trust Fund for the purposes of the Trust Deed.

## 2 Trust Sub Funds

In accordance with clause 6.3, the Trustee must establish the following Sub Funds to hold that part of the State Contribution identified in the ILUAs for contribution to the relevant Sub Funds:

- Forest Sub Fund established in accordance with clause 7;
- Permits Sub Fund established in accordance with clause 8;
- Transfer Sub Fund established in accordance with clause 10;
- Development Sub Fund established in accordance with clause 11;
- Other Sub Fund established in accordance with clause 12.

## 3 Sub Fund Administration

The Trustee must establish the **Special Projects Fund**, administered in accordance with clause 9; and

(b) may in the Trustee's absolute discretion, establish a Sub Fund for any part of the Trust Fund and may determine a name for any Sub Fund for ease of management and identification provided that the Sub Fund:

(i) is held and Applied by the Trustee at the sole discretion of the Trustee and exclusively for the Trust Purpose in accordance with the provisions of this Deed; and

(ii) forms part of the Trust Fund and does not form a separate fund.

(c) This deed is entered into by the Trustee and the State in accordance with the provisions of this Deed and shall be governed by the law of the State of New South Wales.

(d) The Trustee shall be bound by the provisions of this Deed and shall not be liable for any loss or damage caused by the State or any third party.

4 State Contribution Condition and Charge

(a) The Trustee shall be liable to pay to the State the contribution amount specified in the ILUA Termination Notice and shall be bound by the provisions of this Deed and shall not be liable for any loss or damage caused by the State or any third party.

(b) The Trustee shall be bound by the provisions of this Deed and shall not be liable for any loss or damage caused by the State or any third party.

(c) If the Trustee receives an ILUA Termination Notice at any time prior to the Conditional Period Expiry Date it will, by no later than the date that is 120 days after receipt (or if that date is not a Business Day, the next succeeding Business Day) pay to the State an amount (represented by cash or property) equal to the ILUA Termination Amount specified in that notice; or

(d) If the Trustee receives an Indemnified Amount Notice at any time it will, by no later than 120 days after receipt (or if that date is not a Business Day, the next succeeding Business Day) pay to the State an amount (represented by cash or property) equal to the amount payable under the Indemnified Amount Notice.

(e) The Trustee shall be bound by the provisions of this Deed and shall not be liable for any loss or damage caused by the State or any third party.

(f) The Trustee shall be bound by the provisions of this Deed and shall not be liable for any loss or damage caused by the State or any third party.

(g) The Trustee shall be bound by the provisions of this Deed and shall not be liable for any loss or damage caused by the State or any third party. (however this does not limit the Trustee's discretion to do so)

17.1 The Trustee's responsibilities under clause 22.7 of the Trustee's Deed of Trust and Management shall be subject to the provisions of clause 22.7 of the Trustee's Deed of Trust and Management.

17.2 The Trustee shall be responsible for the management of the Trust and shall be subject to the provisions of clause 22.7 of the Trustee's Deed of Trust and Management.

17.3 The Trustee shall be responsible for the management of the Trust and shall be subject to the provisions of clause 22.7 of the Trustee's Deed of Trust and Management.

18. Role of the State

18.1 The Trustee shall be responsible for the management of the Trust and shall be subject to the provisions of clause 22.7 of the Trustee's Deed of Trust and Management.

18.2 The Trustee must obtain the State's prior written consent in relation to the following matters:

- 18.2.1 upon the issue of an ENE Termination Notice, determining whether the matters contained in clauses:
  - 18.2.1.1 4.4(a) – (c) will apply to the Relevant Regional Corporation; or
  - 18.2.1.2 5.3(a) – (c) will apply to the CSC;
- 18.2.2 Modifying the Future Fund Capital Base under clause 7.4;
- 18.2.3 accessing the Future Fund Capital Base under clause 7.5;
- 18.2.4 accessing the income or capital of the Noongar Future Fund under clause 7.2(b);
- 18.2.5 appointing a Dedicated Trustee under clause 13;
- 18.2.6 approving that the Noongar Advisory Company is not required where the Trustee is a Dedicated Trustee under clause 14.3(a);
- 18.2.7 Modifying the Funding Guidelines under clause 17.11(d);
- 18.2.8 determining the minimum percentage of the State Contribution to the Operations Fund available for allocation to the Regional Corporations under clause 18.3(d)(vi);
- 18.2.9 Modifying this Deed under clause 27(c);
- 18.2.10 winding up or terminating the Trust under clause 28.3(a)(ii); and











**1.1 Purpose of the Fund**

**1.1.1 General Purpose of the Fund**

The Trust Fund is established for the purpose of providing funding to the Eligible Noongar Entities to ensure they are adequately resourced to pursue their constitutional objects and achieve their goals set out in annual plans; and

in such a way that the Trustee is in a position to provide funding to the Eligible Noongar Entities in perpetuity, recognising that the Trust Fund is intended to benefit both current and future generations of the Noongar Community through the successful operations of the Eligible Noongar Entities.

for the purpose of providing funding to the Eligible Noongar Entities to ensure they are adequately resourced to pursue their constitutional objects and achieve their goals set out in annual plans; and

in such a way that the Trustee is in a position to provide funding to the Eligible Noongar Entities in perpetuity, recognising that the Trust Fund is intended to benefit both current and future generations of the Noongar Community through the successful operations of the Eligible Noongar Entities.

**1.2 General Rules**

The Trust Fund is established for the purpose of providing funding to the Eligible Noongar Entities to ensure they are adequately resourced to pursue their constitutional objects and achieve their goals set out in annual plans; and

in such a way that the Trustee is in a position to provide funding to the Eligible Noongar Entities in perpetuity, recognising that the Trust Fund is intended to benefit both current and future generations of the Noongar Community through the successful operations of the Eligible Noongar Entities.

funding available for contributing towards the operational and administrative expenditure of the Eligible Noongar Entities, being the expenditure reasonably budgeted by an Eligible Noongar Entity to pursue its constitutional objects including the expenditure associated with the Eligible Noongar Entity's compliance with the ILUA;

in the case of the CSC, the expenditure reasonably budgeted for the purpose of providing the CSC Core Services and, during the Start-Up Period, CSC Regional Services (regardless of whether all of the CSC Regional Services are used by all of the Regional Corporations); and

in the case of the Regional Corporations, the expenditure reasonably budgeted for the purpose of providing the Regional Corporation Core Functions.

**1.3 ENE Operations Account**

The ENE Operations Account is established for the purpose of providing funding to the Eligible Noongar Entities to ensure they are adequately resourced to pursue their constitutional objects and achieve their goals set out in annual plans; and

is held and applied by the Trustee at the sole discretion of the Trustee and exclusively for the Trust Purpose in accordance with the provisions of this Deed;

forms part of the Trust Fund and does not form a separate fund; and

0000 may be named by the Trustee so as to identify the ENE Operations Account with the relevant Eligible Noongar Entity.

0000 When exercising the Trustee’s discretion to make a Distribution under clause 17, the Trustee may, in its discretion, make a Distribution to the relevant Eligible Noongar Entity in accordance with clause 2 or clause 5.2.

0000 The Trustee may, in its discretion, make a Distribution to the relevant Eligible Noongar Entity in accordance with clause 3.

0000 The Trustee may, in its discretion, make a Distribution to the relevant Eligible Noongar Entity in accordance with clause 5.

0000 The Trustee may, in its discretion, make a Distribution to the relevant Eligible Noongar Entity in accordance with clause 3.

0000 the Trustee may establish and maintain an ENE Operations Account with respect to that Agreement Group; and

0000 the funds in the ENE Operations Account will accumulate and are otherwise held in accordance with this clause 8.3 to be available for future Distributions to the Relevant Regional Corporation.

0000 The Trustee may, in its discretion, make a Distribution to the relevant Eligible Noongar Entity in accordance with clause 3.

**4 Applying for Operations Funding**

0000 The Trustee may, in its discretion, make a Distribution to the relevant Eligible Noongar Entity in accordance with clause 17.

0000 The Trustee may, in its discretion, make a Distribution to the relevant Eligible Noongar Entity in accordance with clause 3.

0000 in exceptional circumstances; and

0000 following consultation with the Noongar Advisory Company.

1.1 Special Projects Fund

1.1.1 General Purpose of the Fund

1.1.1.1 The Special Projects Fund shall be established for the purpose of providing financial support to Eligible Noongar Entities for the purpose of carrying out Special Projects that are consistent with the Trust Purpose and the Distribution Deed.

1.1.1.2 The Special Projects Fund shall be established for the purpose of providing financial support to Eligible Noongar Entities for the purpose of carrying out Special Projects that are consistent with the Trust Purpose and the Distribution Deed.

1.1.1.3 will be held on the terms of this Deed; and

1.1.1.4 must be applied in furtherance of the Trust Purpose.

1.1.1.5 The Special Projects Fund shall be established for the purpose of providing financial support to Eligible Noongar Entities for the purpose of carrying out Special Projects that are consistent with the Trust Purpose and the Distribution Deed.

1.1.1.6 The Special Projects Fund shall be established for the purpose of providing financial support to Eligible Noongar Entities for the purpose of carrying out Special Projects that are consistent with the Trust Purpose and the Distribution Deed.

1.1.1.7 specific Special Projects to be funded by Distribution to one or more Eligible Noongar Entities from the Special Projects Fund; and

1.1.1.8 principles or guidelines that apply to those Special Projects (Special Project Guidelines).

1.2 General Rules

1.2.1 The Special Projects Fund shall be established for the purpose of providing financial support to Eligible Noongar Entities for the purpose of carrying out Special Projects that are consistent with the Trust Purpose and the Distribution Deed.

1.2.2 as being Special Projects that either the Eligible Noongar Entity or the Trustee have determined are outside of the Eligible Noongar Entity's usual operations or activities;

1.2.3 for which specific Special Project Guidelines may have been determined; and

1.2.4 taking into account the factors set out in clause S1.2.3,

1.2.5 Special Projects Fund

1.2.5.1 The Special Projects Fund shall be established for the purpose of providing financial support to Eligible Noongar Entities for the purpose of carrying out Special Projects that are consistent with the Trust Purpose and the Distribution Deed.

1.2.5.2 Distribution to Eligible Noongar Entities in the Trustee's discretion.







□□ in compliance with any applicable requirements under the *Land Administration Act 1997 (WA)* and any conditions imposed by the Minister for Lands on the grant of the interest on the Trustee or on the Land Sub in the case of a Management Order; and

□□ otherwise on such terms and conditions as the Trustee deems appropriate; and

□□□□ otherwise hold and manage the Cultural Land:

□□ in consultation with the Relevant Regional Corporation (if there is one); and

□□ by exercising the Trustee’s investment powers in accordance with clause 19, Schedule 5 and the Investment Policy or Default Investment Policy (as the case requires); and

□□□□ prior to making any Cultural Land Development Decision in relation to Cultural Land in a Region, consult with the Relevant Regional Corporation (if there is one).

□□□□ □□ □□□□□□□ □□ □□□ □□ □□□□ □□□□□□ □□□□□□□□□□□□

□□□□ may consult with and consider the recommendations of the Noongar Advisory Company; and

□□□□ must be satisfied that the grantee of an interest in Cultural Land:

□□ complies with the Title Protection Criteria;

□□ can meet the outgoings and costs of maintaining the interest in the Cultural Land; and

□□ reports to the Trustee in such form and at such times as the Trustee determines in its discretion but at least once annually.

□□□□ □□□ □□□ □□□□□□ □□□□□□ □□□□□□ □□□□□□ □□□□□□ **Title Protection** □□□ □□□□ □□□□

□□□□ the Cultural Land must be held by the Trustee and managed in consultation with the Relevant Regional Corporation;

□□□□ subject to clause 10.4, title to the Cultural Land will be held in perpetuity by the Trustee; and

□□□□ any interest in the Cultural Land granted under this clause 10.3 must:

□□ not be capable of alienation by sale, transfer, assignment or other disposal by the grantee of an interest in Cultural Land or be made subject to any encumbrance, mortgage, charge or other security; and

□□ be granted on the condition that the interest will automatically terminate if an ENE Termination Notice is issued in respect of the Relevant Regional Corporation.

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#### 04 Conversion to Development Land

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- 000 only at the request of the Relevant Regional Corporation, if any;
- 0000 following consultation with the Noongar Advisory Company; and
- 00000 with an Agreement Group Endorsement.

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## Development Land Fund

### General Purpose of the Development Land Fund

- 11.1 The Development Land Fund is established to hold and manage Development Land in accordance with the Development Land Fund Agreement and the Development Land Fund Deed.
- 11.2 The Development Land Fund is established to hold and manage Development Land in accordance with the Development Land Fund Agreement and the Development Land Fund Deed.
- 11.3 any interest in land identified in the ILUAs or by the Agreement Groups in accordance with the ILUAs, as being land that is appropriate for Property Development Activities or passive property investment activities such as leasing; and
- 11.4 any interest in Cultural Land that is reclassified as Development Land under clause 10.4.
- 11.5 The Development Land Fund is established to hold and manage Development Land in accordance with the Development Land Fund Agreement and the Development Land Fund Deed.
- 11.6 The Development Land Fund is established to hold and manage Development Land in accordance with the Development Land Fund Agreement and the Development Land Fund Deed.

### 2 Development Process

- 2.1 The Development Land Fund is established to hold and manage Development Land in accordance with the Development Land Fund Agreement and the Development Land Fund Deed.
- 2.2 in consultation with the Investment Committee (if there is one);
- 2.3 by exercising the Trustee's investment powers in accordance with clause 19, Schedule 5 and the Investment Policy or Default Investment Policy (as the case requires); and
- 2.4 by ensuring that Property Development Activities are undertaken by one or more Noongar Boodja Development Corporations.
- 2.5 The Development Land Fund is established to hold and manage Development Land in accordance with the Development Land Fund Agreement and the Development Land Fund Deed.

### 3 Consultation with Regional Corporations

- 3.1 The Development Land Fund is established to hold and manage Development Land in accordance with the Development Land Fund Agreement and the Development Land Fund Deed.
- 3.2 acknowledges that:
  - 3.2.1 all Development Land forms part of the Noongar Boodja Traditional Lands associated with one or more Regions and one or more Regional Corporations;

all land, including Development Land, is important to the Noongar Community; and

will consult with the Relevant Regional Corporation (if there is one) at least once each Financial Year in relation to all Development Land within the Region.

Under clause 15 of the Deed, the Trustee is required to consult with the Relevant Regional Corporation in relation to all Development Land within the Region.

**4 Noongar Boodja Development Corporations**

The Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

The Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

The Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

**Net Proceeds of Property Development Activities**

Under clause 15 of the Deed, the Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

– the Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

The Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

**P** The Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

The Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

The Trustee is required to consult with the relevant Development Corporation in relation to all Development Land within the Region.

10% to remain in the Development Land Fund, if the Trustee considers in its absolute discretion that it is appropriate to do so;

to the Noongar Future Fund, where the Net Proceeds of the Property Development Activities have arisen from Development Land that was accepted by the Trustee specifically for the purpose of increasing the Noongar Future Fund;

- 
- to a specific Sub Fund, where the Net Proceeds are derived from land accepted by the Trustee pursuant to clause 6.1(c) from a Contributor for a particular purpose that is consistent with the Trust Purpose and held in that same Sub Fund for that purpose pursuant to clause 6.3(a)(ii);
  - as the Trustee determines in consultation with the:
    - Noongar Advisory Company;
    - Noongar Relationship Committee; and
    - State, during the State Contribution Period; and
  - where the Property Development Activity relates to land located within a Region, and unless the Trustee determines otherwise in accordance with clauses 11.5(b)(i) – (iv):
    - 10% to the ENE Operations Account for the Relevant Regional Corporation of the Region;
    - 15% to be shared equally amongst the remaining ENE Operations Accounts; and
    - 75% to the Noongar Future Fund.

## 2. General Purpose of the Housing Land Fund

### 2.1 General Purpose of the Housing Land Fund

- 1. The purpose of the Housing Land Fund is to provide for the acquisition, development, management and disposal of land in the Housing Land Fund.
- 2. The Housing Land Fund shall be managed in accordance with the provisions of this deed and the Investment Policy or Default Investment Policy.

### 2.2 Housing Land

The Housing Land Fund shall be managed in accordance with the provisions of this deed and the Investment Policy or Default Investment Policy.

The Housing Land Fund shall be managed in accordance with the provisions of this deed and the Investment Policy or Default Investment Policy.

- 1. in consultation with the Investment Committee (if there is one) and the Noongar Advisory Company;

- 2. appointing one or more suitably qualified housing management companies to manage the housing stock under an appropriate service contract;

- 3. by exercising the Trustee's investment powers in accordance with clause 19, Schedule 5 and the Investment Policy or Default Investment Policy (as the case requires); and

- 4. where the Trustee deems it appropriate, by ensuring that Housing Land Development Activities in the nature of commercial development are undertaken by one or more Noongar Boodja Development Corporations.

The Housing Land Fund shall be managed in accordance with the provisions of this deed and the Investment Policy or Default Investment Policy.

The Housing Land Fund shall be managed in accordance with the provisions of this deed and the Investment Policy or Default Investment Policy.

- 1. refurbishment or redevelopment of dwellings on Housing Land;

- 2. sale or commercial exploitation of Housing Land; and

- 3. management of rental properties on Housing Land.

### 2.3 Consultation with Regional Corporations

The Trustee shall consult with the relevant Regional Corporation in relation to the management of the Housing Land Fund.





### 3 Trustee

#### 3.1 Initial Trustee

The Trust Deed shall be deemed to have been accepted by the Trustee on the date of its execution.

#### 3.2 Eligibility

##### 3.2.1 Type of Trustee

The Trustee shall be a natural person.

He shall be a resident of the Republic of South Africa and shall be of legal age and of sound mind.

He shall not be a minor, a person of unsound mind, a person who is or has been declared bankrupt, or a person who is or has been declared insolvent.

##### 3.2.2 General Requirements

The Trustee shall be a person who:

(a) is a resident of the Republic of South Africa and is of legal age and of sound mind; and

(b) is a person who is not a minor, a person of unsound mind, a person who is or has been declared bankrupt, or a person who is or has been declared insolvent;

(c) is not a member of the Trustee's family, nor is he or she a partner, employee or officer of the Trustee; and

(d) is a person who is of appropriate skill and expertise, having regard to the value of the Trust Fund and the responsibilities of the Trustee as provided for in this Deed; and

(e) that is otherwise objectively capable of maintaining a senior management position in a comparable organisation.

##### 3.2.3 Additional Requirements of Dedicated Trustee

A Dedicated Trustee shall:

(a) be a resident of the Republic of South Africa and shall be of legal age and of sound mind; and

(b) be a person who is not a minor, a person of unsound mind, a person who is or has been declared bankrupt, or a person who is or has been declared insolvent;

(c) be a person who is of appropriate skill and expertise, having regard to the value of the Trust Fund and the responsibilities of the Trustee as provided for in this Deed; and

(d) the person is a member of the Deductible Recipient's family; or

324 Trusts of a Deductible Recipient

This section applies to a trust that is a deductible recipient of a dividend.

(1) The trust is a deductible recipient of a dividend if the dividend is paid to the trust by the Deductible Recipient.

(2) The trust is a deductible recipient of a dividend if the dividend is paid to the trust by the Deductible Recipient's Rollover Recipient.

(3) A dividend is a dividend of a company if it is paid to the trust by the company or by the company's Rollover Recipient.

(d) the dividend is a dividend of a company; or

(e) the dividend is a dividend of a company and the dividend is paid to the trust by the company or by the company's Rollover Recipient.

(f) the dividend is a dividend of a company and the dividend is paid to the trust by the company or by the company's Rollover Recipient.

(g) the dividend is a dividend of a company and the dividend is paid to the trust by the company or by the company's Rollover Recipient.

(h) the dividend is a dividend of a company and the dividend is paid to the trust by the company or by the company's Rollover Recipient.

33 Appointors

(1) The following persons are appointors:

(a) the Attorney General; and

(b) a person appointed from time to time in writing by the Noongar Corporations Committee (Noongar Appointor).

(2) The Noongar Appointor is the person appointed from time to time in writing by the Noongar Corporations Committee.

(3) The Noongar Appointor is the person appointed from time to time in writing by the Noongar Corporations Committee.

**3.4 Appointment and Removal of Trustee**

3.4.1 The Trustee shall, in accordance with clause 13.2, have the power to:

- 3.4.1.1 remove the Trustee;
- 3.4.1.2 appoint any additional Trustee or Trustees that complies with the qualifications described in clause 13.2; and
- 3.4.1.3 appoint a new Trustee or Trustees that complies with the qualifications described in clause 13.2 in the place of any Trustee who resigns or ceases to be a Trustee by operation of law.

3.4.2 The Trustee shall, in accordance with clause 13.2, have the power to:

- 3.4.2.1 Noongar Advisory Company; and
- 3.4.2.2 existing Trustee.

3.4.3 The Trustee shall, in accordance with clause 13.2, have the power to:

- 3.4.3.1 assess, acting reasonably, whether the Nominee Entity meets the Dedicated Trustee Requirements; and
- 3.4.3.2 provide the Nominee Entity with written reasons sufficient to enable the Nominee Entity to identify and remedy those matters preventing its appointment, if the Appointors elect not to appoint a Nominee Entity as Dedicated Trustee.

3.4.4 The Trustee shall, in accordance with clause 13.2, have the power to:

3.4.4.1 The Trustee shall, in accordance with clause 13.2, have the power to:

3.4.4.2 The Trustee shall, in accordance with clause 13.2, have the power to:

3.4.4.3 The Trustee shall, in accordance with clause 13.2, have the power to:

**3.5 Trustee ceasing to meet requirements**

3.5.1 A “**trigger event**” for the purposes of this clause occurs if the Trustee:

- 3.5.1.1 ceases to satisfy one or more of the eligibility requirements in clause 13.2 for a Professional Trustee Company or Dedicated Trustee (as the case requires); or

Trustee suffers an Insolvency Event.

Trustee shall, in the event of an Insolvency Event, immediately advise the Trust Deed of the Insolvency Event and shall, as soon as practicable, provide the Trust Deed with a copy of the Insolvency Event Report.

Trustee shall advise the Noongar Advisory Company;

Trustee shall advise the Noongar Corporations Committee; and

Trustee shall advise the State.

Trustee shall, in the event of an Insolvency Event, immediately advise the Trust Deed of the Insolvency Event and shall, as soon as practicable, provide the Trust Deed with a copy of the Insolvency Event Report.

Trustee shall provide a conclusion as to whether a Notifiable Event has occurred;

Trustee shall provide the specific action required by the Trustee to rectify or remedy the circumstances that gave rise to the Notifiable Event; and

Trustee shall provide a reasonable deadline by which the Trustee must complete any such action, which must not be less than 7 days or greater than 60 days from the date of the Notifiable Event Report.

Trustee shall, in the event of an Insolvency Event, immediately advise the Trust Deed of the Insolvency Event and shall, as soon as practicable, provide the Trust Deed with a copy of the Insolvency Event Report.

Trustee shall, in the event of an Insolvency Event, immediately advise the Trust Deed of the Insolvency Event and shall, as soon as practicable, provide the Trust Deed with a copy of the Insolvency Event Report. 7 days from the date of the Insolvency Event Report. 13 days

Trustee shall, in the event of an Insolvency Event, immediately advise the Trust Deed of the Insolvency Event and shall, as soon as practicable, provide the Trust Deed with a copy of the Insolvency Event Report.

## 4. Deed of Arrangements

### 4.1 Establishment and Support

4.1.1 The Deed of Arrangements is made on 13/03/2024.

4.1.2 The Deed of Arrangements is made between the Trustee and the Noongar Community, the Noongar Corporations Committee, the CSC and the Regional Corporations. Clause 13 of the Deed of Arrangements sets out the terms of the Deed of Arrangements.

4.1.3 The Deed of Arrangements is made between the Trustee and the Noongar Community, the Noongar Corporations Committee, the CSC and the Regional Corporations. Clause 13 of the Deed of Arrangements sets out the terms of the Deed of Arrangements.

### 4.2 Noongar Advisory Company Functions

4.2.1 The Noongar Advisory Company shall perform the following functions:

#### 4.2.1.1 General

- 4.2.1.1.1 assisting the Trustee to manage its relationship with, and to liaise with, the Noongar Community, the Noongar Corporations Committee, the CSC and the Regional Corporations;
- 4.2.1.1.2 fostering mutual respect and cooperation between the Trustee, the Noongar Community, the CSC and the Regional Corporations;
- 4.2.1.1.3 making recommendations to the Trustee as to the fulfilment by the Trustee of the Trust Purpose and terms of this Deed generally;

#### 4.2.1.2 Specific

4.2.1.2.1 making recommendations to, consulting with or providing consent to the Trustee regarding the following matters:

- 4.2.1.2.1.1 considering an Eligible Noongar Entity's performance;
- 4.2.1.2.1.2 accepting Contributions into the Trust Fund;
- 4.2.1.2.1.3 accessing the income or capital of the Future Fund under clause 7.2(b);
- 4.2.1.2.1.4 Modifying the Future Fund Capital Base under clause 7.4(c);
- 4.2.1.2.1.5 Distributing capital of the Noongar Future Fund under clause 7.5;
- 4.2.1.2.1.6 appointing and removing the Trustee under clause 13.4(b);
- 4.2.1.2.1.7 determining the selection process for a replacement trustee under clause 13.4(e);
- 4.2.1.2.1.8 consulting with the Noongar Relationship Committee on matters relating to the CSC and Regional Corporations under clause 15.2(a)(v);

- appointing representatives to the Noongar Relationship Committee under clause 15.3(a);
- determining the Annual Budget and Annual ENE Allocation under clause 18.2(a);
- reviewing and Modifying the Investment Policy under clause 19.5;
- appointing representatives of the Nominations Committee and Investment Committee;
- formulating and reviewing the Strategic Plan under clauses 21.2 and 21.3;
- preparing the Trustee Expense Budget under clause 23.3;
- undertaking a strategic review of the Trust under clause 26;
- establishing any Eligible Noongar Entity, Noongar Boodja Development Corporation or other fund, authority, institution, company, society, association or trust in furtherance of the Trust Purpose;
- Modifying this Deed under clause 27(b);
- winding up or terminating the Trust under clause 28.3(a)(i); and
- applying any assets of the Trust Fund following winding up under clause 28.3(b)(i);

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making recommendations to or consulting with the Trustee regarding the following matters:

- matters relating to, connected with or arising out of a specific Region, the Relevant Regional Corporation, Agreement Group or Noongar Boodja Traditional Lands of that Region;
- holding land in the Cultural Land Fund as contemplated under clause 10.3(c);
- identifying the Region and Relevant Regional Corporation to which Cultural Land relates under clause 10.2(b);
- reclassifying Cultural Land as Development Land under clause 10.4(a);
- establishing a Noongar Boodja Development Corporation to undertake Property Development Activities under clause 11.4(b); and
- considering the allocation of Net Proceeds from Property Development Activities in relation to Development Land under clause 11.5;

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making recommendations to or consulting with the Trustee regarding the following matters:



## 11.1 Noongar Relationship Committee

### 11.1.1 General Purpose of the Noongar Relationship Committee

The purpose of the Noongar Relationship Committee is to provide a forum for the review and delivery of CSC Regional Services and CSC Optional Services and to provide a forum for the review and implementation of a service agreement with each Regional Corporation relating to the CSC Regional Services and CSC Optional Services (if any).

### 11.1.2 Functions

The functions of the Noongar Relationship Committee are:

#### 11.1.2.1 Member

- 11.1.2.1.1 providing a forum for review of the nature and delivery of CSC Regional Services and CSC Optional Services;
- 11.1.2.1.2 providing a forum for the CSC to review and implement a service agreement with each Regional Corporation relating to the CSC Regional Services and CSC Optional Services (if any);
- 11.1.2.1.3 monitoring the Eligible Noongar Entities' compliance with the service agreements;
- 11.1.2.1.4 supporting general administrative and operational matters between the Trustee, CSC and Regional Corporations;
- 11.1.2.1.5 consulting with the Trustee or Noongar Advisory Company on matters relating to the CSC and Regional Corporations generally;
- 11.1.2.1.6 reviewing the Trustee's compliance with its obligations under this Deed, and providing recommendations to the Trustee as to how those obligations may be met;
- 11.1.2.1.7 providing guidance to the Trustee regarding its dealings with the Traditional Laws and Customs relevant to the Noongar Community; and
- 11.1.2.1.8 providing such other general functions that the Trustee may consider appropriate from time to time;

#### 11.1.2.2 Specific

making recommendations to, consulting with or providing consent to the Trustee regarding the following matters:

- 11.1.2.2.1 developing, approving and updating the Code of Conduct and Policies and Procedures Manual under clause 3.2(c);
- 11.1.2.2.2 accessing the income or capital of the Noongar Future Fund under clause 7.2(b);
- 11.1.2.2.3 Modifying the Future Fund Capital Base under clause 7.4(c);
- 11.1.2.2.4 Distributing the Future Fund Capital Base under clause 7.5;



- 11.5 considering the allocation of net proceeds from Property Development Activities in relation to Development Land under clause 11.5.
- 15.2(a)(v) consulting with the Noongar Advisory Company on matters relating to the CSC and Regional Corporations under clause 15.2(a)(v);
- 16.3(a) appointing representatives on the Nominations Committee under clause 16.3(a);
- 23.3 preparing the Trustee Expense Budget under clause 23.3;
- 26 undertaking a strategic review of the Trust under clause 26; and
- 27(b) Modifying this Deed under clause 27(b).

### 3 Composition

The Board shall consist of 17 directors.

3 directors shall be appointed by the Trustee and 14 directors shall be appointed by the Noongar Community.

- 1 director nominated by the Trustee;
  - 1 Independent director;
  - 1 director being an Expert representative of the Noongar Community;
- and

The Board shall also consist of 13 directors appointed by the Noongar Community.

### 4 Meetings and Decision Making

Decisions shall be made by the Board of 17 directors. The Board shall meet at least once a year and at such other times as may be required.

The Board shall meet in person or by such means as the Board may determine.

The Board shall have the authority to do all such things as are necessary or expedient for the purposes of the Trust, including the power to borrow money, to invest, and to sue or be sued.

### Term of appointment

Each director shall hold office for a term of 3 years, unless terminated earlier.

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00000 **Removing Noongar Relationship Committee members**

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0000 fails to attend 3 consecutive Noongar Relationship Committee meetings without reasonable excuse; or

0000 does an act or omission that the Noongar Relationship Committee reasonably considers is a serious breach of the Code of Conduct or Policy and Procedures Manual.

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00000 **Withdrawal from the Noongar Relationship Committee**

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## 6.1 Nominations Committee

### 6.1.1 General Purpose of the Nominations Committee

- 6.1.1.1 The Nominations Committee shall be responsible for identifying, recommending and recommending to the Board qualified individuals for appointment as directors and for recommending to the Board qualified individuals for appointment as directors.
- 6.1.1.2 Directors shall be recommended to the Board by the Nominations Committee in accordance with the Charter.
- 6.1.1.3 The Nominations Committee shall also be responsible for recommending to the Board qualified individuals for appointment as directors.

### 6.2 Functions

- 6.2.1 The Nominations Committee shall identify, recommend and recommend to the Board qualified individuals for appointment as directors and for recommending to the Board qualified individuals for appointment as directors.
- 6.2.2 The Nominations Committee shall also be responsible for recommending to the Board qualified individuals for appointment as directors.
- 6.2.3 The Nominations Committee shall also be responsible for recommending to the Board qualified individuals for appointment as directors.
- 6.2.4 The Nominations Committee shall also be responsible for recommending to the Board qualified individuals for appointment as directors.
- 6.2.5 The Nominations Committee shall also be responsible for recommending to the Board qualified individuals for appointment as directors.
- 6.2.6 The Nominations Committee shall also be responsible for recommending to the Board qualified individuals for appointment as directors.
- 6.2.7 The Nominations Committee shall also be responsible for recommending to the Board qualified individuals for appointment as directors.

### 6.3 Composition

- 6.3.1 The Nominations Committee shall consist of the following members:
  - 6.3.1.1 1 person nominated by the Trustee who shall be the chair of the Nominations Committee;
  - 6.3.1.2 1 person nominated by the Noongar Relationship Committee (if any) who must not be a current director or employee of an Eligible Noongar Entity;

2 representatives of the Noongar Community that have experience with directorships and boards; and

2 Independent persons that have experience with directorships and boards.

The Trustee must take reasonable steps to select and appoint a replacement Nominations Committee member, and

the Nominations Committee may by resolution:

the Trustee must take reasonable steps to select and appoint a replacement Nominations Committee member, and

the Nominations Committee may by resolution:

defer meetings or making recommendations; or

appoint an additional member (Interim Member) nominated by the Trustee in place of the removed member for the purpose of a meeting or making a recommendation; and

the remainder of the Nominations Committee must be satisfied that the Interim Member has suitable experience with directorships and boards.

4 Qualifications

The Trustee must take reasonable steps to select and appoint a replacement Nominations Committee member, and

the Nominations Committee may by resolution:

defer meetings or making recommendations; or

appoint an additional member (Interim Member) nominated by the Trustee in place of the removed member for the purpose of a meeting or making a recommendation; and

the remainder of the Nominations Committee must be satisfied that the Interim Member has suitable experience with directorships and boards.

The Trustee must take reasonable steps to select and appoint a replacement Nominations Committee member, and

the Nominations Committee may by resolution:

defer meetings or making recommendations; or

appoint an additional member (Interim Member) nominated by the Trustee in place of the removed member for the purpose of a meeting or making a recommendation; and

00000 **Selection Process**

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0000 call for nominations by advertising in a range of different manners, including a suitable culturally appropriate manner; and

0000 provide the Noongar Community with reasonable notice of the call for nominations.

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0000 review the composition of the Nominations Committee to ensure that there is a balanced mix of expertise and experience;

0000 develop appropriate criteria for assessing the suitability of candidates;

0000 consider candidates on the basis of merit rather than any affiliation; and

0000 request from candidates and third party sources sufficient information to enable the Trustee to assess the candidates' fulfilment of the qualifications in clause 16.4 and the candidates' suitability.

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0000 experience working with Indigenous communities; or

0000 experience with recruitment of boards or committees.

00000 **Meetings and Decision Making**

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00000 **Term of appointment**

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0000 expiration of a period of 3 years;

0000 date on which the person:

00 resigns;



## Distribution

### General Distribution Power

The Trustee may, at any time, exercise its powers under clause 7 to distribute the income and assets of the Trust to any Eligible Noongar Entity in accordance with the Distribution Policy. The Trustee may also exercise its powers under clause 7 to distribute the income and assets of the Trust to any Eligible Noongar Entity in accordance with the Distribution Policy.

The Trustee may, at any time, exercise its powers under clause 7 to distribute the income and assets of the Trust to any Eligible Noongar Entity in accordance with the Distribution Policy.

The Trustee may, at any time, exercise its powers under clause 7 to distribute the income and assets of the Trust to any Eligible Noongar Entity in accordance with the Distribution Policy.

- some Eligible Noongar Entities may receive some benefits before others because of the limited financial resources of the Trust in any Financial Year; or
- different Eligible Noongar Entities may receive benefits of different kinds or amounts to other Eligible Noongar Entities due to the activities or circumstances of the various Eligible Noongar Entities.

### 2 Default Accumulation

The Trustee may, at any time, exercise its powers under clause 7 to accumulate the income and assets of the Trust in accordance with the Distribution Policy.

### 3 Sustainability of Distributions

The Trustee may, at any time, exercise its powers under clause 7 to distribute the income and assets of the Trust to any Eligible Noongar Entity in accordance with the Distribution Policy.

### 4 Applications for Distributions

The Trustee may, at any time, exercise its powers under clause 7 to distribute the income and assets of the Trust to any Eligible Noongar Entity in accordance with the Distribution Policy.

The Trustee may, at any time, exercise its powers under clause 7 to distribute the income and assets of the Trust to any Eligible Noongar Entity in accordance with the Distribution Policy.

17.1 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed.

17.2 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed, and shall also have regard to the Distribution Guidelines and the Trust Deed.

- 17.3 this clause 17;
- 17.4 the Funding Guidelines; and
- 17.5 the Trustee's consultation with the Noongar Advisory Company.

**18. Payment Conditions**

18.1 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed, and shall also have regard to the Distribution Guidelines and the Trust Deed.

18.2 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed.

18.3 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed.

18.4 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed.

18.5 whether the Eligible Noongar Entity's use of previous Distributions was in accordance with the Distribution Guidelines and the Trust Deed.

18.6 the Trustee's right of indemnity for the Trustee's costs and expenses;

18.7 the Eligible Noongar Entity's conduct in relation to any Suspension Event.

**19. ENE Distribution Accounts**

19.1 Once the Trustee has exercised the Trustee's discretion to distribute the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed, the Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed.

19.2 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed, and shall also have regard to the Distribution Guidelines and the Trust Deed.

19.3 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed, and shall also have regard to the Distribution Guidelines and the Trust Deed.

19.4 The Trustee shall exercise its powers and discretions in relation to the Distribution of the Trust Assets in accordance with the Distribution Guidelines and the Trust Deed, and shall also have regard to the Distribution Guidelines and the Trust Deed.



**10. Suspension of Payments**

10.1 The Trustee may suspend payments to an Eligible Noongar Entity if the Eligible Noongar Entity ceases to meet the requirements in clauses 4.2 or 5.2 (as applicable);

10.2 the Eligible Noongar Entity's use of a previous or current Distribution was not materially in accordance with, or was seriously in breach of, the terms of the Distribution;

10.3 there is a serious breach by the Eligible Noongar Entity of a Payment Condition;

10.4 an ENE Termination Notice has been issued in respect of the Eligible Noongar Entity; or

10.5 there is a serious breach by the Eligible Noongar Entity of the Eligible Noongar Entity's budget for the relevant Financial Year or quarter.

10.6 The Trustee may suspend payments to an Eligible Noongar Entity if the circumstances giving rise to the suspension (Suspension Event);

10.7 the Suspension Amount; and

10.8 the actions required to remove the suspension (Suspension Remedy).

10.9 The Trustee may suspend payments to an Eligible Noongar Entity if, in the Trustee's reasonable opinion, the Eligible Noongar Entity is not complying with the requirements of the Rollover Agreement or is in breach of the Rollover Agreement.

10.10 The Trustee may suspend payments to an Eligible Noongar Entity if, in the Trustee's reasonable opinion, the Eligible Noongar Entity is not complying with the requirements of the Rollover Agreement or is in breach of the Rollover Agreement.

10.11 The Trustee may suspend payments to an Eligible Noongar Entity if, in the Trustee's reasonable opinion, the Eligible Noongar Entity is not complying with the requirements of the Rollover Agreement or is in breach of the Rollover Agreement.

**11. Non-Forfeiture of Distribution Account**

11.1 The Trustee may suspend payments to an Eligible Noongar Entity if the Eligible Noongar Entity ceases to meet the requirements in clauses 4.2 or 5.2 (as applicable);

11.2 the Eligible Noongar Entity's use of a previous or current Distribution was not materially in accordance with, or was seriously in breach of, the terms of the Distribution;

11.3 there is a serious breach by the Eligible Noongar Entity of a Payment Condition;

11.4 an ENE Termination Notice has been issued in respect of the Eligible Noongar Entity; or

11.5 there is a serious breach by the Eligible Noongar Entity of the Eligible Noongar Entity's budget for the relevant Financial Year or quarter.

0000 **Preparing Funding Guidelines**

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- 000 have regard to the Funding Principles;
- 000 include rules and procedures for administering applications incorporating the following:
  - 00 the application process for Distributions;
  - 00 the process for the Trustee consulting with the Noongar Advisory Company;
  - 00 factors the Trustee must consider in assessing applications and determining Distributions; and
- D0 how Eligible Noongar Entities must report to the Trustee on the use of Distributions;
- 0000 be prepared in a manner that is culturally appropriate for the Noongar Community; and
- 0000 encourage the Eligible Noongar Entities to seek out funding bodies to assist with funding Special Projects.

00000 **Funding Principles**

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- 000 Distributions should, in the Trustee's opinion, be just, fair and equitable as 0000 000 0 0000000 0 000000r 00000000 00 0000 d000 000000000000r000 r000000 000000 D00r00000000000
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## Review of the Funding Guidelines

The Trustee is pleased to provide the following information regarding the funding guidelines provided to the Trust.

The Trustee is pleased to provide the following information regarding the funding guidelines provided to the Trust. Section 17 of the Trust Deed provides that the Trustee shall have the discretion to make distributions to the beneficiaries of the Trust.

The Trustee is pleased to provide the following information regarding the funding guidelines provided to the Trust.

The Trustee is pleased to provide the following information regarding the funding guidelines provided to the Trust.

The Trustee is pleased to provide the following information regarding the funding guidelines provided to the Trust. The Trustee has the discretion to make distributions to the beneficiaries of the Trust.

The Trustee is pleased to provide the following information regarding the funding guidelines provided to the Trust.

- Eligible Noongar Entities;
- State, where the Modification occurs during the State Contribution Period; and
- Noongar Advisory Company.

## 2 Reporting

The Trustee is pleased to provide the following information regarding the reporting requirements of the Trust. The Trustee includes in its Trustee's Annual Report all distributions made by the Trust.

- recipient of the Distribution;
- amount of the Distribution;
- purpose for which the Distribution is being applied;
- relevant factors the Trustee has taken into consideration in assessing the application for Distribution;
- reporting requirements that apply to the Distribution; and
- outcome of the Distribution, if known.

The Trustee is pleased to provide the following information regarding the reporting requirements of the Trust. The Trustee's Annual Report includes all distributions made by the Trust. The Trustee has the discretion to make distributions to the beneficiaries of the Trust.

## 2. Budgets

### 2.1 Sustainability

The Trustee is required to ensure that the Trust's assets are managed in a sustainable manner whenever the Trustee is considering the exercise of the Trustee's powers under clause 10 of the Trust Deed.

### 2.2 Annual Budget

The Trustee is required to prepare an annual budget for the Trust's operations and to ensure that the Trust's assets are managed in a sustainable manner.

The following budgeted amounts (**Annual Budget**):

- Annual Operations Budget;
- Annual Special Projects Budget; and
- Trustee Expense Budget; and

the maximum share of the Annual Operations Budget that is available for Distribution to each Eligible Noongar Entity for Operations Funding which shall be allocated to the relevant ENE Operations Account (**Annual ENE Allocation**).

The Trustee is required to ensure that the Trust's assets are managed in a sustainable manner and to ensure that the Trust's assets are managed in a sustainable manner.

- Eligible Noongar Entities;
- State during the State Contribution Period;
- Noongar Advisory Company; and
- Investment Committee.

### 2.3 Budget Principles

The Trustee is required to ensure that the Trust's assets are managed in a sustainable manner and to ensure that the Trust's assets are managed in a sustainable manner.

The Trustee is required to ensure that the Trust's assets are managed in a sustainable manner and to ensure that the Trust's assets are managed in a sustainable manner.

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(d) determine the number of members in each Agreement Group; the scope and nature of Cultural Land in which the Eligible Noongar Entity has an interest, and the cost of administering and managing that Cultural Land; the needs and aspirations of the Region and the Eligible Noongar Entity, having regard to the Eligible Noongar Entity's most recent annual plan and strategic plan; the capacity of the Eligible Noongar Entity to undertake the activities proposed in its most recent annual plan and strategic plan; the current status of each Eligible Noongar Entity having regard to the Eligible Noongar Entity's most recent audited annual report and any Special Purpose Report; and that a minimum of 70 percent (or such other percentage determined by the Trustee with the consent of the Noongar Advisory Company and the State) of the State Contribution to the Operations Fund available for Distribution in any Financial Year must be available for allocation to the Regional Corporations; and

- (iii) number of members in each Agreement Group;
- (iv) scope and nature of Cultural Land in which the Eligible Noongar Entity has an interest, and the cost of administering and managing that Cultural Land;
- (v) needs and aspirations of the Region and the Eligible Noongar Entity, having regard to the Eligible Noongar Entity's most recent annual plan and strategic plan;
- (vi) capacity of the Eligible Noongar Entity to undertake the activities proposed in its most recent annual plan and strategic plan;
- (vii) current status of each Eligible Noongar Entity having regard to the Eligible Noongar Entity's most recent audited annual report and any Special Purpose Report; and
- (viii) that a minimum of 70 percent (or such other percentage determined by the Trustee with the consent of the Noongar Advisory Company and the State) of the State Contribution to the Operations Fund available for Distribution in any Financial Year must be available for allocation to the Regional Corporations; and

(e) the amount of the State Contribution to the Operations Fund available for Distribution in any Financial Year must be available for allocation to the Regional Corporations;

## Investment

### Trustee's Investment Powers

The Trustee may invest the Trust Fund in any manner permitted by law.

The Trustee shall invest the Trust Fund in accordance with:

- the Investment Policy; or

- where there is no Investment Policy, the Default Investment Policy; and

The Trustee shall not invest the Trust Fund in any manner that would expose the Trust Fund to a risk of loss that is greater than the risk of loss that would be incurred if the Trust Fund were invested in a diversified portfolio of publicly traded securities.

having regard to the Trustee's duties under section 5 of the Trust Deed.

The Trustee shall not invest the Trust Fund in any manner that would expose the Trust Fund to a risk of loss that is greater than the risk of loss that would be incurred if the Trust Fund were invested in a diversified portfolio of publicly traded securities.

### 2 Trustees Act

The Trustees shall act in good faith and in the best interests of the Trust Fund.

The Trustees shall not exercise their powers or duties in a manner that would be contrary to the provisions of section 1 of the Trust Deed.

The Trustees shall exercise their powers and duties in accordance with the provisions of the Trust Deed.

### 3 Investment Principles

The Trustee shall exercise the investment powers conferred on it by the Trust Deed in accordance with the following principles, considering the exercise of the Trustee's investment powers:

The Trustee shall invest the Trust Fund in accordance with the following principles:

- Noongar Future Fund;
- Operations Fund;
- Cultural Land Fund;
- Development Land Fund;
- Special Projects Fund;
- Housing Land Fund; and
- the balance of the Trust Fund not held in any particular Sub Fund;

Trustee shall be liable for the actual performance of the Trustee's investments against the standard of a prudent person managing the property, including the Trustee's costs and expenses in connection with the investments.

Trustee shall be liable for the actual performance of the Trustee's investments against the standard of a prudent person managing the property, including the Trustee's costs and expenses in connection with the investments.

Trustee shall be liable for the actual performance of the Trustee's investments against the standard of a prudent person managing the property, including the Trustee's costs and expenses in connection with the investments.

undertaken by one or more Noongar Boodja Development Corporations rather than by the Trust;

subject to specific rules agreed between the Trustee, the Investment Committee (if there is one) and the Noongar Boodja Development Corporations; and

in accordance with clause 11 of this Deed; and

Trustee shall be liable for the actual performance of the Trustee's investments against the standard of a prudent person managing the property, including the Trustee's costs and expenses in connection with the investments.

involving:

management of housing stock must be undertaken by suitably qualified housing management companies; and

Housing Land Development Activities in the nature of commercial development must be undertaken by one or more Noongar Boodja Development Corporations rather than by the Trust, where the Trustee deems it appropriate; and

must be in accordance with clause 12 of this Deed.

**4 Investment Policy**

Trustee shall be liable for the actual performance of the Trustee's investments against the standard of a prudent person managing the property, including the Trustee's costs and expenses in connection with the investments.

prepare a draft Investment Policy;

following the preparation of a draft Investment Policy, prepare an expression of interest for the services of one or more Investment Managers with proposed investment mandates in respect to both financial assets and land assets;

call for and receive proposals in response to the expressions of interest from prospective Investment Managers;

shortlist candidates for selection as the Investment Manager and present them to the Investment Committee with the Trustee's views/opinions;





## 20 Investment Committee

### 20.1 Functions

The Investment Committee shall:

review the Corporation's investment strategy and the Corporation's investment portfolio and recommend to the Board of Directors the investment strategy and investment portfolio;

review the Corporation's investment performance and recommend to the Board of Directors the investment performance;

review the Corporation's investment risk management strategy and recommend to the Board of Directors the investment risk management strategy;

review the Trustee's compliance with its investment strategy and investment portfolio and recommend to the Board of Directors the investment strategy and investment portfolio;

review the Corporation's investment performance and recommend to the Board of Directors the investment performance;

review the Corporation's investment risk management strategy and recommend to the Board of Directors the investment risk management strategy;

Property Development Activities; and

Housing Land Development Activities.

### 20.2 Composition

The Investment Committee shall consist of:

1 representative from the Trustee who shall be the chair of the Investment Committee;

2 persons having at least 5 years investment or property development expertise or experience and nominated by the Noongar Corporations Committee on the recommendation of the Nominations Committee;

4 Independent persons nominated by the Trustee on the recommendation of the Nominations Committee comprising:

2 persons that have at least 5 years expertise or experience in significant property transactions or residential, commercial, industrial or retail property development special projects; and

2 persons that have at least 5 years investment expertise or experience in relation to funds under management of greater than \$500 million.

The Investment Committee shall meet at least once per quarter and shall report to the Board of Directors on its activities and performance.

Trust Agreement shall be amended or modified by the Trustee and the Investment Committee by resolution.

the Trustee must take reasonable steps to select and appoint a replacement Investment Committee member, and

the Investment Committee may by resolution:

- defer meetings or making recommendations; or
- appoint an additional member (Interim Member) nominated by the Trustee in place of the removed member for the purpose of a meeting or making a recommendation; and

the Nominations Committee must be satisfied that the Interim Member has at least 5 years expertise or experience in:

- investment or property development;
- significant property transactions; or
- investment of funds under management of greater than \$500 million.

### 20.3 Qualifications

The Trustee shall ensure that the Investment Committee members are qualified to discharge their duties.

The Trustee shall ensure that the Investment Committee members are qualified to discharge their duties.

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The Trustee shall ensure that the Investment Committee members are qualified to discharge their duties.

**20.4 Selection Process**

- The Trustee shall have the power to call for nominations for the Investment Committee in such manner as the Trustee may determine, including by advertisement in any newspaper, magazine, journal or other publication, and by electronic means, and to accept or reject any nomination.
- call for nominations by advertising in a range of different manners, including advertising in significant online and hard copy publications in the Trustee’s discretion and in a suitable culturally appropriate manner; and
- provide reasonable notice of the call for nominations.
- The Trustee shall have the power to review the composition of the Investment Committee to ensure that there is a balanced mix of expertise and experience;
- review the composition of the Investment Committee to ensure that there is a balanced mix of expertise and experience;
- develop appropriate criteria for assessing the suitability of candidates;
- consider candidates on the basis of merit rather than any affiliation; and
- request from candidates and third party sources sufficient information to enable the Trustee to assess the candidates’ fulfilment of the qualifications in clauses 20.2 and 20.3 and the candidates’ suitability.

**20.5 Investment Committee Decisions**

- Decisions of the Investment Committee shall be final and binding on the Trustee, and the Trustee shall not be liable for any loss or damage suffered by the Trust or any beneficiary in consequence of any such decision.
- The Trustee shall have the power to remove any member of the Investment Committee and to appoint a replacement member in his or her stead.

**20.6 Term of appointment**

- The term of appointment of a member of the Investment Committee shall be for a period of 3 years, or such shorter period as may be specified in the nomination, and shall terminate on the expiration of that period.
- expiration of a period of 3 years;
- date on which the person:
  - resigns;
  - dies;
  - becomes mentally incapacitated;
- has their nomination for appointment revoked by the relevant body or committee which nominated them in accordance with clause 20.2; or
- is removed as a member in accordance with clause 20.7.



## 2.2 Strategic Plan

### 2.2.1 Purpose of Strategic Plan

The Strategic Plan is developed to:

ensure that the Trust's activities are consistent with the objectives and purposes of the Trust and the ILUAs, and to provide a framework for the Trust's operations.

- the anticipated budgets of the Trust;
- anticipated Trust income and expenditure;
- any requirements under the ILUAs; and
- any proposed priorities and programs of the Trust;

The Strategic Plan is developed in accordance with the Trust's objectives and purposes, and the ILUAs, and provides a framework for the Trust's operations.

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The Strategic Plan is developed in accordance with the Trust's objectives and purposes, and the ILUAs, and provides a framework for the Trust's operations.

### 2.2.2 Formulating Strategic Plans

The Strategic Plan is developed in accordance with the Trust's objectives and purposes, and the ILUAs, and provides a framework for the Trust's operations.

The Strategic Plan is developed in accordance with the Trust's objectives and purposes, and the ILUAs, and provides a framework for the Trust's operations.

- the Trustee's Annual Reports from previous years (if any);
- the Funding Guidelines and Investment Policy;
- the actual and anticipated administration, overheads and operating expenses of the Trust (if any);
- the Trust Fund and the financial position of the Trust; and
- the findings of any Auditor's review of the Trust's performance;

The Strategic Plan is developed in accordance with the Trust's objectives and purposes, and the ILUAs, and provides a framework for the Trust's operations.

- any Advisory Committees (if applicable);
- the Eligible Noongar Entities;
- the Investment Committee;
- the State, during the State Contribution Period;

- 000 the Noongar Corporations Committee; and
- 000 the Noongar Advisory Company.

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### 203 Modifying the Strategic Plan

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### 204 Implementation of the Strategic Plan

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### 2000 Making Available the Strategic Plan

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## 22 Trustee's Actions

### 22.1 Trustee to establish Land Sub and Land Register

22.1.1 The Trustee shall, in accordance with clause 22.1(a), establish a wholly owned subsidiary of the Trust to hold any interests or Management Orders in land at all times on bare trust for and on behalf of the Trustee (**Land Sub**); and

22.1.2 ensure that Land Sub undertakes any action as directed by the Trustee in respect of the interests or Management Orders in land it holds in accordance with clause 22.1(a)(i).

22.1.3 The Trustee shall, in accordance with clause 22.1(a), establish a wholly owned subsidiary of the Trust to hold any interests or Management Orders in land at all times on bare trust for and on behalf of the Trustee (**Land Sub**); and

22.1.4 ensure that Land Sub undertakes any action as directed by the Trustee in respect of the interests or Management Orders in land it holds in accordance with clause 22.1(a)(i).

22.1.5 establish a wholly owned subsidiary of the Trust to hold any interests or Management Orders in land at all times on bare trust for and on behalf of the Trustee (**Land Sub**); and

22.1.6 ensure that Land Sub undertakes any action as directed by the Trustee in respect of the interests or Management Orders in land it holds in accordance with clause 22.1(a)(i).

22.1.7 The Trustee shall, in accordance with clause 22.1(a), establish a wholly owned subsidiary of the Trust to hold any interests or Management Orders in land at all times on bare trust for and on behalf of the Trustee (**Land Sub**); and

22.1.8 ensure that Land Sub undertakes any action as directed by the Trustee in respect of the interests or Management Orders in land it holds in accordance with clause 22.1(a)(i).

22.1.9 ownership of all intellectual property relating to the Land Register remains vested in the Trustee;

22.1.10 the Land Register shall be accessible by the Trustee and the Regional Corporations; and

22.1.11 the Land Register and the information contained on it is strictly confidential and cannot be disclosed other than to the Trustee or the Regional Corporations, or as otherwise required by law, without the prior written consent of the Trustee.

### 22.2 Trustee's Discretions and Powers

22.2.1 The Trustee shall have all the powers, authorities and discretions that the Trustee may lawfully exercise in relation to the Trust and the Trust Purpose, including the power to do all such lawful acts and things as are incidental or conducive to the attainment of the Trust Purpose; and

22.2.2 the power to do all such lawful acts and things as are incidental or conducive to the attainment of the Trust Purpose; and

22.2.3 the power to do all such lawful acts and things as are incidental or conducive to the attainment of the Trust Purpose; and

the additional powers described in Schedule 5.

### 22.3 Uncommercial Transactions

Notwithstanding clause 22.3, the Trustee shall not be liable for any distribution or payment made to any member of the Noongar Community in accordance with the terms of this Deed, whether or not such distribution or payment is made in accordance with the terms of this Deed, if the distribution or payment is made in accordance with the terms of this Deed.

Notwithstanding clause 22.3, the Trustee shall not be liable for any distribution or payment made to any member of the Noongar Community in accordance with the terms of this Deed, whether or not such distribution or payment is made in accordance with the terms of this Deed, if the distribution or payment is made in accordance with the terms of this Deed.

any distribution for the benefit of, either directly or indirectly, any member of the Noongar Community made strictly in accordance with the terms of this Deed; and

any indemnity, remuneration or payment of expenses permitted by this Deed.

If a member of the Noongar Community is aware of any matter that may constitute a breach of clause 22.3, the member shall:

disclose that matter to the Trustee as soon as possible;

not take part in any deliberations regarding that matter; and

not vote on that matter.

### 22.4 Trustee's Decisions and Independence

Notwithstanding anything to the contrary in this Deed, the Trustee shall have the power to make any decision or determination in the absolute discretion of the Trustee, whether or not such decision or determination is made in accordance with the terms of this Deed, and whether or not such decision or determination is made in accordance with the terms of this Deed.

The Trustee shall have the power to make any decision or determination in the absolute discretion of the Trustee, whether or not such decision or determination is made in accordance with the terms of this Deed, and whether or not such decision or determination is made in accordance with the terms of this Deed.

the Trustee may resolve conclusively all questions of fact or interpretation;

a decision of the Trustee may be made in the absolute discretion of the Trustee and is conclusive in all respects and binds all persons interested in the Trust and whether or not the decision is reasonable, based on fact, or is arbitrary;

the Trustee need not give any reason or justification in respect of a decision; and

the Trustee may change a decision made by it previously.



**22. Personal Interest of Trustee**

The Trustee shall not be liable for any loss or damage to the Trust property or any part thereof which may be incurred by the Trustee in the exercise of his powers and discretions under this Deed, provided that the Trustee has acted honestly and in good faith and has not been negligent in the performance of his duties.

The Trustee shall not be liable for any loss or damage to the Trust property or any part thereof which may be incurred by the Trustee in the exercise of his powers and discretions under this Deed, provided that the Trustee has acted honestly and in good faith and has not been negligent in the performance of his duties.

**22. Trustee Consultation**

The Trustee shall consult with the Beneficiary in relation to the management and investment of the Trust property and shall take such advice as the Trustee may think fit to take in relation to the management and investment of the Trust property.

**22. Liability and Indemnity**

The Trustee shall be liable for any loss or damage to the Trust property or any part thereof which may be incurred by the Trustee in the exercise of his powers and discretions under this Deed, provided that the Trustee has acted honestly and in good faith and has not been negligent in the performance of his duties.

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The Trustee shall be liable for any loss or damage to the Trust property or any part thereof which may be incurred by the Trustee in the exercise of his powers and discretions under this Deed, provided that the Trustee has acted honestly and in good faith and has not been negligent in the performance of his duties.

The Trustee shall be liable for any loss or damage to the Trust property or any part thereof which may be incurred by the Trustee in the exercise of his powers and discretions under this Deed, provided that the Trustee has acted honestly and in good faith and has not been negligent in the performance of his duties.

The Trustee shall be liable for 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 22.7(b) including, but not limited to, the Trustee performing its duties and exercising its powers and discretions under this Deed.

**22. Limitations**

The Trustee shall be liable for any loss or damage to the Trust property or any part thereof which may be incurred by the Trustee in the exercise of his powers and discretions under this Deed, provided that the Trustee has acted honestly and in good faith and has not been negligent in the performance of his duties.

The Trustee shall be liable for any loss or damage to the Trust property or any part thereof which may be incurred by the Trustee in the exercise of his powers and discretions under this Deed, provided that the Trustee has acted honestly and in good faith and has not been negligent in the performance of his duties.

The Trustee shall be liable for any loss or damage to the Trust property or any part thereof which may be incurred by the Trustee in the exercise of his powers and discretions under this Deed, provided that the Trustee has acted honestly and in good faith and has not been negligent in the performance of his duties.

20. The Trustee must ensure that the Noongar Advisory Company is properly governed and managed.

21. The Trustee must ensure that the Noongar Advisory Company is properly funded and resourced.

## 22. Further Advisory Committees

22. The Trustee must ensure that any further advisory committees established are properly governed and managed.

23. The Trustee must ensure that any further advisory committees established do not duplicate or assume the functions of the Noongar Advisory Company.

- 24. the Trustee must determine the remuneration (if any) payable to an Advisory Committee;
- 25. an Advisory Committee member does not have to be a member of the Noongar Community;
- 26. the Trustee must not establish an Advisory Committee that duplicates or assumes all or any of the functions of the Noongar Advisory Company under this Deed; and
- 27. the Trustee must ensure that any matters relating to a specific Region, the Relevant Regional Corporations, the Agreement Group members of that Region or the Noongar Boodja Traditional Lands of that Region will be referred for consideration to the Relevant Regional Corporation and the Noongar Advisory Company.

28. The Trustee must ensure that any further advisory committees established are properly funded and resourced.

29. The Trustee must ensure that any further advisory committees established do not duplicate or assume the functions of the Noongar Advisory Company.

30. The Trustee must ensure that any further advisory committees established are properly governed and managed.

31. The Trustee must ensure that any further advisory committees established are properly funded and resourced.

32. The Trustee must ensure that any further advisory committees established are properly governed and managed.

## 23 Costs and expenditure

### 23.1 Trustee's Remuneration

23.1 The maximum remuneration payable to any Trustee in respect of any Financial Year must not exceed the remuneration of trustee companies provided for in Part 5D.3 of the Corporations Act;

23.2 the first Trustee's remuneration shall be in accordance with Schedule 9 and includes those costs and expenses under clause 23.2 that form part of the first Trustee's remuneration; and

23.3 subsequent Trustees' remuneration must be set out in a remuneration schedule attached to the Deed of Appointment.

23.4 The costs and expenses incurred by the Trustee in respect of the Trust, including the costs and expenses incurred by the Trustee in respect of the Trust, shall form part of the Trustee's remuneration under clause 23.1.

### 23.2 Costs and Expenses

23.2 The Trustee shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Trustee in the performance of its duties, including the costs and expenses of the Trustee in respect of the Trust, and the Trustee shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Trustee in the performance of its duties, including the costs and expenses of the Trustee in respect of the Trust.

23.3 Determination of the Trustee's costs and expenses shall be a matter for the Trustee's discretion.

23.4 The Trustee's costs of holding and managing Cultural Land may, where appropriate, be included in the Trustee's costs and expenses.

23.5 The Trustee shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Trustee in the performance of its duties, including the costs and expenses of the Trustee in respect of the Trust.

### 23.3 Trustee Expense Budget

23.3 The Trustee shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Trustee in the performance of its duties, including the costs and expenses of the Trustee in respect of the Trust, and the Trustee shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Trustee in the performance of its duties, including the costs and expenses of the Trustee in respect of the Trust.

23.4 The Trustee shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Trustee in the performance of its duties, including the costs and expenses of the Trustee in respect of the Trust.

23.5 The Trustee shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Trustee in the performance of its duties, including the costs and expenses of the Trustee in respect of the Trust.

23.6 The Trustee shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Trustee in the performance of its duties, including the costs and expenses of the Trustee in respect of the Trust.

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□□□ If the Trustee's expenditure exceeds the Trustee □□□□□□□□ □□□□□□ □□ □□□□ □□□□□□□□ □□□□□□ □□□□□□ □□□□□□ □□□□□□□□□□

□□□ examine the Trust accounts and the Trust's activities in an effort to reduce the Trustee's expenditure;

□□□□ prepare a written report detailing:

□□ the extent to which the Trustee's expenditure exceeds the Trustee Expense Budget; and

□□ the Trustee's proposals to reduce the Trust expenditure; and

□□□□ provide the report referred to in clause 23.3(e)(ii) to the:

□□ Noongar Advisory Company; and

□□ Noongar Relationship Committee.

## 24 Records and Receipts

### 24.1 Books of Account and Receipts

The books of account and receipts shall be maintained in accordance with the provisions of the Act and the regulations made thereunder and shall be kept in the office of the Trustee or in such other place as may be determined by the Trustee.

The books of account and receipts shall be maintained in accordance with the provisions of the Act and the regulations made thereunder and shall be kept in the office of the Trustee or in such other place as may be determined by the Trustee.

(a) the Trust Fund; and

(b) each separate management account (including each Sub Fund),

(c) such other accounts as may be required.

### 24.2 Audit

The accounts of the Trust shall be audited by an auditor appointed by the Trustee in accordance with the provisions of the Act and the regulations made thereunder.

The auditor shall be a person who is qualified to act as an auditor under the provisions of the Act and the regulations made thereunder.

(a) Eligible Noongar Entities.

(b) Investment Committee;

(c) State; and

(d) Noongar Advisory Company.

### 24.3 Trust Fund to be kept distinct

The Trust Fund shall be kept distinct from the personal funds of the Trustee and shall not be used for the private or personal purposes of the Trustee.

### 24.4 Receipts by others

Any receipt received by the Trustee on behalf of the Trust shall be a receipt of the Trust and shall be recorded in the books of account and receipts of the Trust.

### 24.5 Classification of Trust Income

The income of the Trust shall be classified in accordance with the provisions of the Act and the regulations made thereunder.

The income of the Trust shall be classified in accordance with the provisions of the Act and the regulations made thereunder.



## 2022-2023 Trustee's Annual Report

**2022-2023 Trustee's Annual Report**

- a brief review of whether the Trust's activities were carried out in accordance with the terms of the Strategic Plan and this Deed;
- details of the CSC and Regional Corporations' Special Purpose Reports and/or audited annual reports, as appropriate;
- a summary of the Trust's activities for the previous Financial Year and the Trustee's remuneration, costs and expenditure;
- a summary of the meetings held by the following committees for the previous Financial Year:
  - Investment Committee;
  - Nominations Committee;
  - Noongar Relationship Committee; and
  - Noongar Advisory Company.
- a summary of the investment performance of the Trustee for the previous Financial Year;
- in respect of the Noongar Future Fund, Operations Fund, Special Projects Fund, Cultural Land Fund and Development Land Fund, Housing Land Fund, Land Sub and any Noongar Boodja Development Corporations:
  - a summary of actions arising;
  - opening balance at the beginning of the reporting period;
  - closing balance at the end of the reporting period; and
  - summary of transactions during the reporting period;
- a summary of the amount standing to the credit of each of the ENE Operations Accounts at the end of the Financial Year;
- in accordance with clause 17.12, details of the actual Distributions made, or the expenditure of funds, by the Trustee for the previous Financial Year in relation to the Annual Budget in respect of the Eligible Noongar Entities;
- a summary of the Trustee's assessment of the CSC and Regional Corporations' service delivery; and
- a summary of the meetings held with the Nominee Entity (if any) and the progress of the Nominee Entity's transition towards meeting the Dedicated Trustee Requirements.

□□□ The Trustee's Annual Report is to be made available for viewing by the:

□□□ Auditor;

□□□□ Eligible Noongar Entities;

□□□□ State; and

□□□□ Noongar Advisory Company.



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- 0000 5 years after the date of this Deed;
- 0000 10 years after the date of this Deed; and
- 0000 thereafter, at the end of every 10 year period,

### **Strate000 Re000e 000**

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- 0000 any shortcomings in the Trust’s operation;
- 0000 any means of more effectively operating the Trust; and
- 0000 the effectiveness of the Noongar Future Fund in enabling the Trust to carry out its objects sustainably in perpetuity.

0000 0000 00000 000d 000 0000000r 0d0000r0 000 00000 0 00000r000 000 000000 000000 000000 0r000000 R000000 000000 r0000rd 000

- 0000 the value of the Trust Fund held by the Trust;
- 0000 the cost, time and outcomes sought from the Strategic Review;
- 0000 the Trustee’s proposed activities as set out in its current Strategic Plan; and
- 0000 the success to date of the Trustee in meeting the goals and objectives set out in its most recently completed Strategic Plan.

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- 0000 consult with the Eligible Noongar Entities; and
- 0000 convene, at the Trustee’s cost, a meeting with the members of each Eligible Noongar Entity (with the assistance of the Eligible Noongar Entity) for the purpose of obtaining input into the Strategic Review.

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0000 0000 0r000000 0 0000000 0 00000000 000 r0000000 000000 0r000000 R000000 00 00000

- 0000 Auditor;
- 0000 Eligible Noongar Entities;
- 0000 Investment Committee;

- Nominations Committee;
- Noongar Relationship Committee;
- State; and
- Noongar Advisory Company.

## 2 Modifying the Trust Deed

The Trust Deed may be modified by the following:

(a) any power conferred on the Trustee by the Trust Deed; or

(b) any power conferred on the Trustee by the Trust Deed:

- (i) Noongar Corporations Committee;
- (ii) Investment Committee; and
- (iii) Noongar Advisory Company; and
- (c) any power conferred on the Trustee by the Trust Deed:

  - (i) Commissioner of Taxation, if required by the Tax Law;
  - (ii) Noongar Relationship Committee; and
  - (iii) State.

## 2.1 Delegation of Powers

### 2.1.1 Notices

2.1.1.1 The Trustee may deliver any notice to the person named in the Deed or to the person named in the Deed or to the person named in the Deed or to the person named in the Deed.

2.1.1.2 The Trustee may deliver any notice to the person named in the Deed or to the person named in the Deed or to the person named in the Deed or to the person named in the Deed.

- 2.1.1.3 hand delivery to the person's current address for service;
- 2.1.1.4 pre-paid ordinary mail or if the address is outside Australia by pre-paid air mail to the person's current address for service;
- 2.1.1.5 facsimile to the person's current number for service;
- 2.1.1.6 electronic mail to the person's current e-mail address; or
- 2.1.1.7 such other means as the Trustee determines in its discretion having regard to the purpose and contents of the notice and the intended recipients.

2.1.1.8 The Trustee may deliver any notice to the person named in the Deed or to the person named in the Deed or to the person named in the Deed or to the person named in the Deed.

- 2.1.1.9 hand, it is taken to have been received at the time of delivery;
- 2.1.1.10 post, it is taken to be received if posted within Australia to an Australian address 3 Business Days after posting and in any other case 7 Business Days after posting;
- 2.1.1.11 facsimile and the sender's facsimile machine produces a transmission confirmation report indicating that the facsimile was sent to the addressee's facsimile, it is taken to be received by the addressee at the time indicated on that report, or the day after if sent after 5:00pm in Perth, Western Australia; or
- 2.1.1.12 electronic mail, it is taken to be received on the same day that it was sent, or the day after if sent after 5.00 pm in Perth, Western Australia.

### 2.1.2 Delegation of Powers

2.1.2.1 The Trustee may delegate any or all of its powers to any person named in the Deed or to any person named in the Deed or to any person named in the Deed or to any person named in the Deed.

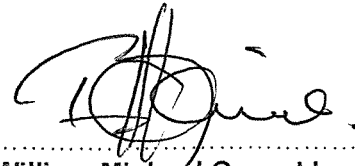
2.1.2.2 The Trustee may delegate any or all of its powers to any person named in the Deed or to any person named in the Deed or to any person named in the Deed or to any person named in the Deed.

2.1.2.3 The Trustee may delegate any or all of its powers to any person named in the Deed or to any person named in the Deed or to any person named in the Deed or to any person named in the Deed.

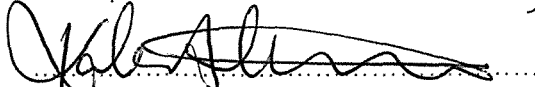


Executed by the Parties as a deed.

Signed by  
**William Michael Gerard Lawrie**  
in the presence of:



William Michael Gerard Lawrie

  
Signature of Witness

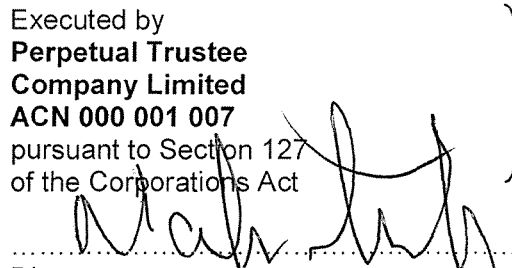
*Kate Alderton*  
Name of Witness

*Dumas Hawk, 2 Havelock St, West Perth WA.*  
Address of Witness

*Public servant*  
Occupation of Witness

Executed by  
**Perpetual Trustee  
Company Limited**  
**ACN 000 001 007**  
pursuant to Section 127  
of the Corporations Act

Director

  
*Mark Smith*  
Full Name (please print)

Director/Secretary

  
*Sylvie Majella Dimarco*  
Full Name (please print)

## Schedule 1 – Financial Reporting

### Schedule 1 – Reporting Procedure

#### Schedule 1 – Reporting Procedures

- 1. The reporting procedure is set out in this Schedule. It applies to the reporting entity on the reporting date or the reporting period for the reporting period ending on or before 31 March of the reporting period.
- 2. The reporting entity must comply with the reporting procedure in this Schedule.
- 3. The reporting entity must comply with the reporting procedure in this Schedule on the reporting date or the reporting period for the reporting period ending on or before 31 March of the reporting period. The reporting entity must also comply with the reporting procedure in this Schedule on the reporting date or the reporting period for the reporting period ending on or before 31 March of the reporting period. The reporting entity must also comply with the reporting procedure in this Schedule on the reporting date or the reporting period for the reporting period ending on or before 31 March of the reporting period.
- 4. The reporting entity must comply with the reporting procedure in this Schedule on the reporting date or the reporting period for the reporting period ending on or before 31 March of the reporting period.
- 5. The reporting entity must comply with the reporting procedure in this Schedule on the reporting date or the reporting period for the reporting period ending on or before 31 March of the reporting period.

#### Schedule 2 – Reporting Procedures for Reporting Entities

- 1. The reporting entity must comply with the reporting procedure in this Schedule.
- 2. The reporting entity must include the Eligible Noongar Entity's objects;
- 3. include the Eligible Noongar Entity's budget for the forthcoming Financial Year;
- 4. include the Eligible Noongar Entity's most recent annual plan;
- 5. include the Eligible Noongar Entity's most recent strategic plan;
- 6. include the Eligible Noongar Entity's most recent financial statements; and
- 7. identify any material differences to the Eligible Noongar Entity's budget for the Financial Year and the reporting period for the reporting period;
- 8. identify where the Eligible Noongar Entity's expenditure has exceeded the budget and the reporting period for the reporting period and the reporting period for the reporting period and the reporting period for the reporting period;







- ☐ The Trustee has not received any information from the Eligible Noongar Entity regarding the distribution of the Trust's assets.
- ☐ The Trustee has received information from the Eligible Noongar Entity regarding the distribution of the Trust's assets, but the information is incomplete or inconsistent.
- ☐ The Trustee has received information from the Eligible Noongar Entity regarding the distribution of the Trust's assets, and the information is complete and consistent.
- ☐ The Trustee has received information from the Eligible Noongar Entity regarding the distribution of the Trust's assets, and the information is complete and consistent, but the Trustee is unable to verify the information.
- ☐ The Trustee has received information from the Eligible Noongar Entity regarding the distribution of the Trust's assets, and the information is complete and consistent, and the Trustee is able to verify the information.
- ☐ The Trustee has received information from the Eligible Noongar Entity regarding the distribution of the Trust's assets, and the information is complete and consistent, and the Trustee is able to verify the information, and the Trustee is satisfied with the information.
- ☐ whether, in the Trustee's opinion, a Distribution to an Eligible Noongar Entity is in the best interests of the Trust's beneficiaries.

### Section 3 Report Requirements

- ☐ The Trustee must provide a written report to the Trust's beneficiaries regarding the distribution of the Trust's assets.
  - ☐ The report must include the following information:
    - ☐ the name of the Eligible Noongar Entity;
    - ☐ the amount of the distribution;
    - ☐ the date of the distribution;
    - ☐ the name of the Trustee;
    - ☐ the name of the Eligible Noongar Entity's auditor;
    - ☐ the amount of the distribution as certified by the Eligible Noongar Entity's auditor.
  - ☐ The report must be provided to the Trust's beneficiaries within 12 months of the date of the distribution.
  - ☐ The report must be provided to the Trust's beneficiaries in a written form.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is understandable to them.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is accessible to them.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is secure.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is accurate.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is complete.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is consistent.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is reliable.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is verifiable.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is auditable.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is transparent.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is accountable.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is responsible.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is ethical.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is lawful.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is fair.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is just.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is equitable.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is reasonable.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is proportionate.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is appropriate.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is suitable.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is necessary.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is sufficient.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is adequate.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is effective.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is efficient.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is economical.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is prudent.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is wise.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is sound.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is sensible.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is logical.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is rational.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is objective.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is impartial.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is unbiased.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is disinterested.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is unpartisan.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-partisan.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-aligned.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-affiliated.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-associated.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-related.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-connected.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-linked.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-attached.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-joined.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-merged.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-integrated.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-combined.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-united.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-joined.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-merged.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-integrated.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-combined.
  - ☐ The report must be provided to the Trust's beneficiaries in a form that is non-united.
- ☐ The Trustee must provide a certificate by the Eligible Noongar Entity's auditor stating the amount of the distribution.

## Schedule 2 – Eligible Donations

### S2 Donations

This section details the donations made by the Group in accordance with Schedule 2 of the Noongar Act, 2017.

The total amount of donations made by the Group in accordance with Schedule 2 of the Noongar Act, 2017, is \$1,000,000.

The donations were made for the following purposes:

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The donations were made for the following purposes:

The donations were made for the following purposes:

- IT and communications services and equipment;
- financial, auditing and tax services;
- insurance policies, including through one or more group insurance policies amongst the Eligible Noongar Entities;
- vehicle leasing contracts; and
- office equipment;

The total amount of donations made by the Group in accordance with Schedule 2 of the Noongar Act, 2017, is \$1,000,000.

### S2.2 Service Principles

This section details the service principles adopted by the Group in accordance with Schedule 2 of the Noongar Act, 2017.

The service principles adopted by the Group in accordance with Schedule 2 of the Noongar Act, 2017, are as follows:





conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

**S2** Determine the Optimal Services

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

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Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.

Conversion of Cultural Land into Development Land within the Region of the Relevant Regional Corporation.



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## Schedule 3 – Regional Corporations Act 2006

### S3 Principles

Section 3 sets out the principles of the Act that are to be applied in determining the actions of the Regional Corporation Board.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

the Trustee is not required to fund a Regional Corporation's activities or to provide financial support to a Regional Corporation.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

### S3.2 Determining the Responsible Person's Role

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.

The Act is to be interpreted in a way that is consistent with the principles of the Act and that is consistent with the objects of the Act.











## Schedule 5 – Trustee’s Powers

The Trustee shall have the following powers:

(a) to exercise all powers conferred upon the Trustee by the Trust Agreement;

(b) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to invest and reinvest the assets of the Trust in such manner as the Trustee may deem prudent in the best interests of the beneficiaries of the Trust;

(c) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to borrow money on the credit of the Trust;

(d) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to execute any instrument necessary to carry out the purposes of the Trust;

(e) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to sell, lease, convey, mortgage, pledge, hypothecate, encumber, or otherwise dispose of any or all of the assets of the Trust in such manner as the Trustee may deem prudent in the best interests of the beneficiaries of the Trust;

(f) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to execute any instrument necessary to carry out the purposes of the Trust, including the power to execute any instrument necessary to carry out the purposes of the Trust;

(g) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to execute any instrument necessary to carry out the purposes of the Trust;

(h) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to execute any instrument necessary to carry out the purposes of the Trust;

(i) to exercise all powers conferred upon the Trustee by the Trust Agreement;

(j) to exercise all powers conferred upon the Trustee by the Trust Agreement;

(k) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to execute any instrument necessary to carry out the purposes of the Trust;

(l) to exercise all powers conferred upon the Trustee by the Trust Agreement, including the power to execute any instrument necessary to carry out the purposes of the Trust;

Trustee shall have the right to sell, lease, convey, mortgage, or otherwise dispose of the trust property in fee simple, or to lease for a term of years, or to otherwise dispose of the trust property in any manner that the Trustee may deem appropriate, and to execute any instrument necessary to carry out the purposes of the trust.

The Trustee shall have the right to borrow money on the security of the trust property, and to execute any instrument necessary to carry out the purposes of the trust.

The Trustee shall have the right to execute any instrument necessary to carry out the purposes of the trust, and to execute any instrument necessary to carry out the purposes of the trust.

The Trustee shall have the right to execute any instrument necessary to carry out the purposes of the trust, and to execute any instrument necessary to carry out the purposes of the trust.

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The Trustee shall have the right to execute any instrument necessary to carry out the purposes of the trust, and to execute any instrument necessary to carry out the purposes of the trust.

do all other things incidental to the exercise of the Trustee's powers under this Deed.

The Trustee shall have the right to execute any instrument necessary to carry out the purposes of the trust, and to execute any instrument necessary to carry out the purposes of the trust.



1. The Trustee shall have full power and authority to do all such things and execute all such powers and duties as may be required for the proper administration of the Trust and the interests of the beneficiaries thereof.

2. The Trustee shall have full power and authority to do all such things and execute all such powers and duties as may be required for the proper administration of the Trust and the interests of the beneficiaries thereof, and to do so in the best interests of the beneficiaries.

3. If the Trustee is unable to determine to the Trustee's satisfaction the meaning of any provision of the Trust Deed, the Trustee may refer the matter to the court for its determination.

4. The Trustee shall have full power and authority to do all such things and execute all such powers and duties as may be required for the proper administration of the Trust and the interests of the beneficiaries thereof.



Trust Deed

Trustee	
Trust	

The Trust Deed is hereby confirmed and approved by the Trustee for the purposes of the Settled Trust Deed

Trust Deed

1. The Settled Trust Deed is hereby confirmed and approved by the Trustee for the purposes of the Settled Trust Deed
2. The Trust Deed is hereby confirmed and approved by the Trustee for the purposes of the Settled Trust Deed
3. The Trust Deed is hereby confirmed and approved by the Trustee for the purposes of the Settled Trust Deed

Settled Trust Deed		
Trustee	Trust	Date
Trustee	Trust	Date
Facilitator's Authorisation		
I hereby confirm and approve the Trust Deed for the purposes of the Settled Trust Deed		





The Trust Deed shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

The Trust Deed shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

The Trust Deed shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

I have obtained written confirmation from the Trustee that, in the Trustee's records, the Trust Deed is a valid and legal instrument and shall be enforceable in law.

### Section 2: Structure Requirements

The order of the sections in this Deed shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

### Section 2: Type of Company

The company shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

### Section 2.2: Constitution

The constitution shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

The order of the sections in this Deed shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

The order of the sections in this Deed shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

The order of the sections in this Deed shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

### Section 2.3: Objects

The objects shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

The objects shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

The objects shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

### Section 2.4: Profit

The profit shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.

The profit shall be deemed to be a valid and legal instrument and shall be binding on all the parties thereto and shall be enforceable in law.













## Trust Deed Trustees

### Declarations

- I, the undersigned, do hereby declare that I am of legal age and sound mind and memory and I am not a minor, an idiot, or an insane person, and I am not a bankrupt or insolvent person.
- I, the undersigned, do hereby declare that I am not a trustee of any trust, and I am not a partner, agent, or employee of any person or firm.
- I, the undersigned, do hereby declare that I am not a creditor or debtor of any person or firm, and I am not a partner, agent, or employee of any person or firm.

**Effective Date** means the date of execution of this Deed;

**Trustee** means [insert name]; and

**Trustee** means [insert name].

### 2 Remuneration

I, the undersigned, do hereby declare that I am not a trustee of any trust, and I am not a partner, agent, or employee of any person or firm.

### 3 Acceptance

- I, the undersigned, do hereby declare that I am of legal age and sound mind and memory and I am not a minor, an idiot, or an insane person, and I am not a bankrupt or insolvent person.
- I, the undersigned, do hereby declare that I am not a trustee of any trust, and I am not a partner, agent, or employee of any person or firm.
- I, the undersigned, do hereby declare that I am not a creditor or debtor of any person or firm, and I am not a partner, agent, or employee of any person or firm.
- I, the undersigned, do hereby declare that I am not a trustee of any trust, and I am not a partner, agent, or employee of any person or firm.

### 4 Additional

#### 4.1 General Conditions

I, the undersigned, do hereby declare that I am of legal age and sound mind and memory and I am not a minor, an idiot, or an insane person, and I am not a bankrupt or insolvent person.

I, the undersigned, do hereby declare that I am of legal age and sound mind and memory and I am not a minor, an idiot, or an insane person, and I am not a bankrupt or insolvent person.

#### 4.2 Remuneration of Trustee

I, the undersigned, do hereby declare that I am of legal age and sound mind and memory and I am not a minor, an idiot, or an insane person, and I am not a bankrupt or insolvent person.



Trustee

Trustee shall have full power to do all things necessary to give effect to the trusts herein expressed.

Rights under Trust Deed

The trustee shall have the right to sue or be sued in respect of the trusts herein expressed.

Trusts under Transfer Deed

All solicitors' costs of the instructions for and preparation of this Deed and all transfer duty shall be paid by the transferor.

Transfer Expenses

The trustee shall be entitled to be reimbursed for all expenses incurred by him in the execution of his duties.

Power to Borrow

The trustee shall have power to borrow money on the security of the trust property.

Executed by the parties as a deed

Executed by the transferor as a deed

Signature

Signature

Printed name

Printed name

Executed by the transferee as a deed

Signature

Signature

Printed name

Printed name



**Deed of Appointment of Trustee Succeeded Trustee's Remuneration**

**Insert Trustee's remuneration schedule**



**Responsible and Proper** – A trustee must exercise powers and perform duties in a responsible and proper manner. This means that the trustee must act in the best interests of the beneficiaries and must not act in a way that is dishonest, fraudulent, or otherwise illegal.

- ☐ incurred prudently in the discharge of the trustee's proper duties and not by virtue of the trustee's negligence or mistake;
- ☐ incurred in the discharge of the trustee's proper duties and not by virtue of the trustee's negligence or mistake;
- ☐ incurred in the discharge of the trustee's proper duties and not by virtue of the trustee's negligence or mistake;

**Duty of Care** – A trustee has a duty of care to exercise powers and perform duties in a prudent manner. This means that the trustee must act in the best interests of the beneficiaries and must not act in a way that is negligent or otherwise improper.

incurred prudently in the discharge of the trustee's proper duties and not by virtue of the trustee's negligence or mistake;

**Repayment** – A trustee has a duty to repay the trust property to the beneficiaries when the trust terminates. This means that the trustee must account to the beneficiaries for the trust property and must repay the trust property to the beneficiaries in the amount of their beneficial interest.

**Remedial** – A trustee has a duty to take remedial action when the trust property is lost or damaged. This means that the trustee must take all reasonable steps to recover the trust property or to compensate the beneficiaries for the loss or damage.

**Residual** – A trustee has a duty to exercise powers and perform duties in a residual manner. This means that the trustee must act in the best interests of the beneficiaries and must not act in a way that is otherwise improper.

**Right of Trust** – A trustee has a right of trust in the trust property. This means that the trustee has the right to exercise powers and perform duties in the trust property.

**Supply Nation's Indigenous Business Direct** – A trustee has a duty to act in accordance with the Supply Nation's Indigenous Business Direct. This means that the trustee must act in a way that is consistent with the values and principles of the Supply Nation's Indigenous Business Direct.

**Trusts** – A trustee has a duty to act in accordance with the terms of the trust. This means that the trustee must act in a way that is consistent with the terms of the trust and must not act in a way that is otherwise improper.

**S2 Repayment**

A trustee has a duty to repay the trust property to the beneficiaries when the trust terminates. This means that the trustee must account to the beneficiaries for the trust property and must repay the trust property to the beneficiaries in the amount of their beneficial interest.

The trustee must account to the beneficiaries for the trust property and must repay the trust property to the beneficiaries in the amount of their beneficial interest.

The trustee has a duty to act in accordance with the terms of the trust and must not act in a way that is otherwise improper.

The trustee has a duty to act in accordance with the terms of the trust and must not act in a way that is otherwise improper.

The trustee has a duty to act in accordance with the terms of the trust and must not act in a way that is otherwise improper.

The trustee has a duty to act in accordance with the terms of the trust and must not act in a way that is otherwise improper.



The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

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The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

### 3 Remuneration

The Trustee's fee for service is calculated.

### 3 Remuneration Principles

There are core principles relating to the Trustee's payment, that the Trustee has agreed to.

This Schedule 9 has been agreed on the basis that the Trustee's remuneration is calculated as follows:

The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

ensure that the Trustee's accountability is maintained in relation to any transactions entered into by the Trustee.

The Trustee's fee for service is calculated based on the value of the assets under management and the complexity of the trust.

Trusts are created by a trust deed or will. The trust deed is a legal document that sets out the terms of the trust and the powers of the trustee. The will is a legal document that sets out the terms of the trust and the powers of the trustee.

### S32 Management Fee

The trustee is entitled to a management fee for the services rendered to the trust. The fee is calculated as a percentage of the gross value of the trust assets.

The fee is payable to the trustee for the term of the Trustee's appointment, being the percentage of the gross value of the trust assets as at the end of each financial year.

The fee is payable to the trustee for the term of the Trustee's appointment, being the percentage of the gross value of the trust assets as at the end of each financial year.

The fee is payable to the Trustee's appointment.

Maximum Gross Value	Maximum Net Value	Management Fee %	Maximum Fee \$	Maximum Fee %	Maximum Fee \$
0	50,000,000	2.53%	1,265,000	1.25%	2,530,000
50,000,001	100,000,000	0.15%	7,500	1.325%	1,325,000
100,000,001	250,000,000	0.1%	15,000	1.5275%	1,527,500
250,000,001	500,000,000	0.1%	250,000	1.7775%	1,777,500
500,000,001	1,000,000,000	0.05%	500,000	2.1775%	2,177,500
1,000,000,001	2,000,000,000	0.033%	330,000	2.5075%	2,507,500

### S33 Ratable Trusts

Ratable trusts are trusts where the income is payable to the beneficiaries in equal shares for a period of 20 years.

The trustee is entitled to a management fee for the services rendered to the trust. The fee is calculated as a percentage of the gross value of the trust assets.

The fee is payable to the trustee for the term of the Trustee's appointment, being the percentage of the gross value of the trust assets as at the end of each financial year.

The fee is payable to the Trustee's appointment.

Trustee's expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee. The Trustee is entitled to reimbursement of these expenses from the Trust. The Trustee is not entitled to reimbursement of expenses incurred by the Trustee in the course of carrying out the duties of the Trustee if the expenses are not reasonable and necessary for the Trust.

### Section 4 Expenses

There are core principles relating to the Trustee's recovery of Expenses that the Trustee has incurred.

### Section 4 Expenses Principles

Trustee expenses are those incurred by the Trustee either for the Trustee's own work (Internal Costs) or to pay third parties (External Costs).

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

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Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

Trustee charges for the Trustee's own staff undertaking work on Conditional Expenses.

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

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Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.

Trustee expenses are those incurred by the Trustee in the course of carrying out the duties of the Trustee.



Trustee's Rate Card – Confidential

**Section 4.2 Trustee's Rate Card – Confidential**

The Trustee's Rate Card is a confidential document that sets out the rates for the Trustee's services. It is intended to be used as a guide for the Trustee's services and is not intended to be used as a contract. The Trustee's Rate Card is subject to the Trustee's compliance with applicable laws and regulations.

The Trustee's Rate Card is a confidential document that sets out the rates for the Trustee's services. It is intended to be used as a guide for the Trustee's services and is not intended to be used as a contract. The Trustee's Rate Card is subject to the Trustee's compliance with applicable laws and regulations.

Subject to the Trustee's compliance with applicable laws and regulations, the Trustee's Rate Card is intended to be used as a guide for the Trustee's services and is not intended to be used as a contract.

Level	Role / Title	Hourly Rate		Max. Daily Rate	
		Excl. GST (\$)	Incl. GST (\$)	Excl. GST (\$)	Incl. GST (\$)
A	Senior Executive	\$600.00	\$660.00	\$4,800.00	\$5,280.00
B	Cultural Adviser	\$600.00	\$660.00	\$4,800.00	\$5,280.00
C	Senior Relationship Manager	\$427.27	\$470.00	\$3,418.18	\$3,760.00
D	Property and Finance Manager	\$500.00	\$550.00	\$4,000.00	\$4,400.00
E	Property Manager	\$400.00	\$440.00	\$3,200.00	\$3,520.00
F	People and Culture Team	\$400.00	\$440.00	\$3,200.00	\$3,520.00
G	Trustee and Investment Advisory	\$386.36	\$425.00	\$3,090.90	\$3,400.00
H	Accounting Advisory	\$527.27	\$580.00	\$4,218.18	\$4,640.00
I	Legal services	\$427.27	\$470.00	\$3,148.18	\$3,760.00
J	Administrative	\$240.90	\$265.00	\$1,927.27	\$2,120.00

The Trustee's Rate Card is a confidential document that sets out the rates for the Trustee's services. It is intended to be used as a guide for the Trustee's services and is not intended to be used as a contract. The Trustee's Rate Card is subject to the Trustee's compliance with applicable laws and regulations.



The trustee must exercise the powers conferred on him or her in the best interests of the beneficiaries.

The trustee must exercise the powers conferred on him or her in the best interests of the beneficiaries.

... or it is in the Trusts' best interests to do so.

The trustee must exercise the powers conferred on him or her in the best interests of the beneficiaries.

The trustee must exercise the powers conferred on him or her in the best interests of the beneficiaries.

### Section 44: Trustee's duty to invest

The trustee must invest the trust property in accordance with the trust instrument.

The trustee must invest the trust property in accordance with the trust instrument.

The trustee must invest the trust property in accordance with the trust instrument.

The trustee must invest the trust property in accordance with the trust instrument.

The trustee must invest the trust property in accordance with the trust instrument.

The trustee must invest the trust property in accordance with the trust instrument.

### Section: Trustee's Expense Budget

The trustee is entitled to be reimbursed for expenses incurred in the administration of the trust.

The trustee is entitled to be reimbursed for expenses incurred in the administration of the trust.

The trustee is entitled to be reimbursed for expenses incurred in the administration of the trust.

The trustee is entitled to be reimbursed for expenses incurred in the administration of the trust.

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

### Section 233 Permitted Indicators

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

### Section 233 Repeal

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations – such as the Trustee's Fee.

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

### Section 233 Remuneration and Expenses

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

Trustee's Remuneration and Expenses are set out in Regulation 233 of the Regulations.

### Section 233 Dispute Resolution

There is a dispute resolution process in the Regulations that relates to the Trustee's payments.

Disputes regarding the Trustee's Remuneration and Expenses as set out in this Regulation are set out in Regulation 233 of the Regulations.



Schedule 10 – Trust Deeds and Wills

**S001 Appointment of Trustee**

Where a trust instrument appoints a trustee, the trustee shall, if the instrument so provides, be deemed to have accepted the appointment on the day on which the trust instrument is executed or, if the instrument provides that the trustee is to be appointed on a particular day, on that day.

**Protected Property**

A trustee of a trust shall not be liable for breach of trust in relation to protected property if the trustee has acted in accordance with the directions of the settlor.

**S002 Discretionary Powers of Trustee**

Where a trust instrument confers discretionary powers on a trustee, the trustee may exercise those powers in any manner the trustee thinks fit.

A trustee may exercise discretionary powers conferred on the trustee in relation to the payment of income or capital to or for the benefit of a person, whether the person is living or dead, in any manner the trustee thinks fit, and, if the instrument so provides, may exercise those powers in relation to the payment of income or capital to or for the benefit of a class of persons.

A trustee may exercise discretionary powers conferred on the trustee in relation to the investment of trust property in any manner the trustee thinks fit, and, if the instrument so provides, may exercise those powers in relation to the investment of trust property in any class of investments.

A trustee may exercise discretionary powers conferred on the trustee in relation to the management of trust property in any manner the trustee thinks fit.

A trustee may exercise discretionary powers conferred on the trustee in relation to the appointment or removal of other trustees in any manner the trustee thinks fit, and, if the instrument so provides, may exercise those powers in relation to the appointment or removal of other trustees of a particular class.

A trustee may exercise discretionary powers conferred on the trustee in any other manner the trustee thinks fit.

**S003 Discretionary Powers**

Where a trust instrument confers discretionary powers on a trustee, the trustee may exercise those powers in any manner the trustee thinks fit.

A trustee may exercise discretionary powers conferred on the trustee in relation to the payment of income or capital to or for the benefit of a person, whether the person is living or dead, in any manner the trustee thinks fit, and, if the instrument so provides, may exercise those powers in relation to the payment of income or capital to or for the benefit of a class of persons.

A trustee may exercise discretionary powers conferred on the trustee in relation to the investment of trust property in any manner the trustee thinks fit, and, if the instrument so provides, may exercise those powers in relation to the investment of trust property in any class of investments.





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<b>Commissioner of Taxation</b>	<p>the Commissioner of Taxation as defined in section 2 of the <i>Taxation Administration Act 1953</i></p>
<b>Company</b>	<p>the company</p>
<b>Company's Objects</b>	<p>the objects of the company as set out in clause 21</p>
<b>Deeds</b>	<p>the deeds of the company as defined in section 2 of the <i>Deeds Act 1924</i></p>
<b>Deed of the Members</b>	<p>the deed of the Members as defined in section 2 of the <i>Deeds Act 1924</i></p>
<b>Director</b>	<p>the person who is a director of the company as defined in section 2 of the <i>Corporations Act 2001</i></p>
<b>Directors</b>	<p>means the Company's Board of Directors;</p>
<b>able to do</b>	<p>means the:</p>
<b>Expert</b>	<p>means a person having recognised qualifications and at least 5 years demonstrated experience that is appropriate and relevant to the matter for which the Expert is required;</p>
<b>Financial Year</b>	<p>the financial year of the company as defined in section 2 of the <i>Corporations Act 2001</i></p>

10.1

means each of the Indigenous Land Use Agreements entered into by the State and the following native title groups:

- 10.1.1 Whadjuk;
- 10.1.2 Yued;
- 10.1.3 Gnaala Karla (Karrakatta and Kooragang);
- 10.1.4 South West (Kooragang and Harris Family);
- 10.1.5 Wagyl Kaip and Southern Noongar; and
- 10.1.6 Ballardong

10.1.7 The Roper River (Kooragang and Kooragang) and the Kooragang (Kooragang and Kooragang) native title groups.

10.2 dependent

10.2.1

10.2.1.1 (b) the person's immediate family is not):

- 10.2.1.1.1 an employee, director, consultant, advisor, auditor or other service provider to the Noongar Community or any related or associated entity of an Agreement Group;
- 10.2.1.1.2 an employee or director of a company or partner in a partnership, which is a consultant, advisor, auditor or other service provider to an Agreement Group or any related or associated entity of an Agreement Group;
- 10.2.1.1.3 an employee, director, consultant, advisor, auditor or other service provider to the Noongar Community or any related or associated entity of an Agreement Group;
- 10.2.1.1.4 an employee or director of a company or partner in a partnership, which is a consultant, advisor, auditor or other service provider to an Agreement Group or any related or associated entity of an Agreement Group;
- 10.2.1.1.5 an employee, director, consultant, advisor, auditor or other service provider to the Noongar Community or any related or associated entity of an Agreement Group;

- 1 an employee, director, consultant, advisor, auditor or other service provider to the Noongar Community or any related or associated entity of an Agreement Group; or
- 2 an employee or director of a company or partner in a partnership, which is a consultant, advisor, auditor or other service provider to an Agreement Group or any related or associated entity of an Agreement Group;

10.2.1.2 in the case of an entity, the entity is not:

- 10.2.1.2.1 an entity in which an Agreement Group (or any member of an Agreement Group) has a material interest;
- 10.2.1.2.2 an entity which is controlled by an Agreement Group (or any member of an Agreement Group); or

currently, and has not within the period of 3 years prior to its appointment been a consultant, advisor, auditor or other service provider to an Agreement Group or any related or associated entity of an Agreement Group;

<b>Independent Director</b>	Section 72
<b>Member</b>	Section 3
<b>Member's Register</b>	means the list of Members of the Company. The first Member's Register is the <b>Seed</b> .
<b>Modified</b>	"Modified", "Modification" and "Modified" mean or refer to "Modified", "Modification" and "Modified" as defined in the
<b>Outstanding Certificate</b>	jurisdiction which lists an individual's disclosable court outcomes and other relevant information.
<b>Outstanding Certificate Committee</b>	Section 1
<b>Outstanding Board Trust</b>	Section
<b>Outstanding Board Trust Deed</b>	Section
<b>Outstanding Committee</b>	Section
<b>Outstanding Representative Committee</b>	the CSC's constitution and comprising representatives from the Section Register
<b>Outstanding Director</b>	Section 72
<b>Outstanding Representatives Committee</b>	Section 15
<b>Ordinary Resolution</b>	Section
<b>Perspectives</b>	Section 713
<b>Paid Proceeds</b>	Section 32



**Region**

means the following regions that comprise the Noongar Boodja Traditional Lands:

- Albany Region
- Busselton Region
- Great Southern Region
- Inland South West Region
- South West Region
- South West Coast Region

**Regional Corporation**

means a corporation that is appointed by the Trustee as a Regional Corporation in respect of a specific Region in accordance with clause 4.1 of the Noongar Boodja Trust Deed;

**Responsible Person**

- a person who is a member of the Board of Directors of the Corporation;
- a person who is a member of the Executive Committee of the Corporation;
- a person who is a member of the Board of Directors of the Corporation or a member of the Executive Committee of the Corporation;
- a person who is a member of the Board of Directors of the Corporation or a member of the Executive Committee of the Corporation;
- a person who is a member of the Board of Directors of the Corporation or a member of the Executive Committee of the Corporation;
- a person who is a member of the Board of Directors of the Corporation or a member of the Executive Committee of the Corporation;
- a person who is a member of the Board of Directors of the Corporation or a member of the Executive Committee of the Corporation;

**Seed**

means a seed that is a member of the Board of Directors of the Corporation;

**Secretary**

means a person who is appointed as the Secretary of the Corporation;

**Spent Resources**

means a resource that is a member of the Board of Directors of the Corporation;

**State**

means the State of Western Australia;

**State Director**

means a person who is a member of the Board of Directors of the Corporation;

**State Approval**

means the State's written approval to the nomination of a corporation as a member of the Board of Directors of the Corporation or a member of the Executive Committee of the Corporation;

**Trustees** The trustee is the person who holds the legal title to the trust property and is responsible for the management of the trust property in accordance with the terms of the trust instrument.

**Trust Act** The trust is governed by the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* and the *Taxation Administration Act 1953*.

**Trustee** A trustee is a person who holds the legal title to the trust property and is responsible for the management of the trust property in accordance with the terms of the trust instrument.

**Trustee Director** A trustee who is also a director of a company.

**Trust Deed** A trust deed is a legal document that sets out the terms of the trust and the powers of the trustee.

## 2 Interpretation

The following definitions apply to the terms used in this document.

**Trust Deed** means a deed or instrument that creates a trust and sets out the terms of the trust.

**Trustee** means a person who holds the legal title to the trust property and is responsible for the management of the trust property in accordance with the terms of the trust instrument.

**Trustee Director** means a trustee who is also a director of a company.

**Deed** means a deed or instrument that is made in writing and signed by the parties to the deed.

**'person'** includes a public body, company or association or body of persons.

**Responsible** means a person who is responsible for the management of the trust property in accordance with the terms of the trust instrument.

**Trust Instrument** means a deed or instrument that creates a trust and sets out the terms of the trust.

**Trust Deed** means a deed or instrument that creates a trust and sets out the terms of the trust.

**Trustee** means a person who holds the legal title to the trust property and is responsible for the management of the trust property in accordance with the terms of the trust instrument.

**Trustee Director** means a trustee who is also a director of a company.

**Deed** means a deed or instrument that is made in writing and signed by the parties to the deed.

### 3. Appointment of the Trustees

The Trustees shall be appointed as follows:

(a) the first Trustees shall be appointed by the Board of Directors within 12 months of the date of the incorporation of the Company;

(b) the Trustees shall be appointed by the Board of Directors in accordance with clause 13.4(b) of the Noongar Boodja Trust Deed;

(c) the Board of Directors shall have the power to remove any Trustee and to appoint any person to fill the vacancy so created.

### Clause 2 – Company's Objects

#### 2. Company's Objects

The objects of the Company are to carry out the purposes set out in **Company's Objects** clause.

The objects of the Company are to carry out the purposes set out in clause 1.2 of the Noongar Boodja Trust Deed.

The objects of the Company are to carry out the purposes set out in clause 1.2 of the Noongar Boodja Trust Deed, and to carry out the purposes set out in clause 1.2 of the Noongar Boodja Trust Deed.

The objects of the Company are to carry out the purposes set out in clause 1.2 of the Noongar Boodja Trust Deed, and to carry out the purposes set out in clause 1.2 of the Noongar Boodja Trust Deed.

The objects of the Company are to carry out the purposes set out in clause 1.2 of the Noongar Boodja Trust Deed, and to carry out the purposes set out in clause 1.2 of the Noongar Boodja Trust Deed.

#### 2.2 Company's Duties

The Trustees shall have the following duties:

##### Specifically

making recommendations to, consulting with or providing consent to the Trustee regarding the following matters:

- (a) considering an Eligible Noongar Entity's performance;
- (b) accepting Contributions into the Trust Fund;
- (c) accessing the income or capital of the Future Fund under clause 7.2(b) of the Noongar Boodja Trust Deed;
- (d) Modifying the Future Fund Capital Base under clause 7.4(c) of the Noongar Boodja Trust Deed;
- (e) Distributing capital of the Noongar Future Fund under clause 7.5 of the Noongar Boodja Trust Deed;
- (f) appointing and removing the Trustee under clause 13.4(b) of the Noongar Boodja Trust Deed;



the Directors shall have the power to make recommendations to, consult with or provide consent to the Trustee regarding the following matters:

(a) the Trustee's

making recommendations to, consulting with or providing consent to the Trustee regarding the following matters:

(i) the Trustee's Directors shall have the power to make recommendations to, consult with or provide consent to the Trustee regarding the following matters:

(ii) the Trustee's Directors shall have the power to make recommendations to, consult with or provide consent to the Trustee regarding the following matters:

(iii) the Trustee's Directors shall have the power to make recommendations to, consult with or provide consent to the Trustee regarding the following matters:

(iv) the Trustee's Directors shall have the power to make recommendations to, consult with or provide consent to the Trustee regarding the following matters:

(v) the Trustee's Directors shall have the power to make recommendations to, consult with or provide consent to the Trustee regarding the following matters:

## 23 Director's Profit

nothing shall entitle any Director to receive any remuneration or fee in respect of his office as a Director of the Company and no part of that income or property may be paid, directly or indirectly, to any Director or to any person connected with him in respect of his office as a Director or Member of the Company.

Nothing in this section shall prevent the Company from making a payment approved by the Company's board:

(a) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise;

(b) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise, if the provision of the service has the prior approval of the Company's board;

(c) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise, if the provision of the service has the prior approval of the Company's board;

(d) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise, if the provision of the service has the prior approval of the Company's board;

(e) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise;

(f) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise, if the provision of the service has the prior approval of the Company's board;

(g) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise, if the provision of the service has the prior approval of the Company's board;

(h) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise, if the provision of the service has the prior approval of the Company's board;

(i) to any Director in respect of any services rendered by him to the Company in his capacity as a Director or otherwise, if the provision of the service has the prior approval of the Company's board;

### 2.4 **Director's Powers**

The Directors shall have the authority to carry out, the Company's Objects.

### Article 3 **Members**

#### 3.1 **Shareholders are Members**

The persons whose names are entered in the Register of Members shall be Members.

#### 3.2 **Shareholders are Members**

Every Member shall be entitled to attend and vote at any general meeting of the Company and to exercise all the rights and powers of a Member.

The Directors shall have the authority to pay to any Member who is entitled to receive dividends the amount of such dividends in advance of the date on which they are due to be paid.

The Directors may also pay interest on such dividends.

#### 3.3 **Shareholders are Members**

The Directors may also pay interest on such dividends.

The Directors may also pay interest on such dividends.

The Directors may also pay interest on such dividends.

#### 3.4 **Members**

The Directors may also pay interest on such dividends.

The Directors may also pay interest on such dividends.

The Directors may also pay interest on such dividends.

The Directors may also pay interest on such dividends.

The Directors may also pay interest on such dividends.

The Directors may also pay interest on such dividends.

The Directors may also pay interest on such dividends.

### 3.10 Applicant's Right to be a Member

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

### 3.11 Remission of Fees for Members

#### 3.11.1 Deferrals and Exemptions

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

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The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

### 3.12 Register of Members

The Secretary must maintain a Member's Register in the form set out in Schedule 1

### 3.13 Dates of Meetings

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

The Secretary must ensure that a person who is an applicant for membership of the Society is not a member of the Society.

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000 In exercising the Company's functions, the Company must have regard to:

000 the fundamental connection between the Trust Fund and the Agreement Groups and that the source of the Trust Fund is the settlement between the Noongar Community and the State whereby native title rights and interests are dealt with in the manner envisaged in subsections 24CB(e) and 24EB(1)(d) of the Native Title Act, pursuant to the ILUAs; and

000 the connection between the Agreement Groups, the Regions and their related Regional Corporations.

000 The Company may rely upon the terms of the ILUAs for the purpose of determining:

000 the geographical areas that constitute the Regions that, together, represent the Noongar Boodja Traditional Lands; and



the identity of the traditional owners of each Region, who together, may select an Eligible Noongar Entity to be their Regional Corporation for their Region.

#### 4.2 **Commencement**

When the Regional Corporation is established, the Regional Corporation must ensure that the Regional Corporation is registered with the Registrar of Companies under the Corporations Act 2001 (Cth) and is recognised as a company limited by guarantee under the Corporations Act 2001 (Cth) and is a not-for-profit company.

#### 4.3 **Annual General Meeting**

The Regional Corporation must hold an annual general meeting (AGM) of its members at least once in every financial year. The AGM must be held in the Region in which the Regional Corporation is established and must be held at a time and place that is convenient for the members of the Regional Corporation.

#### 4.4 **Separation of Powers**

The Regional Corporation must ensure that the powers of the members, the directors and the committee are separated and that the members, the directors and the committee are able to exercise their powers independently of each other.

### **Chapter 5 – Member’s Annual General Meeting**

#### **5.1 Purpose of Annual General Meeting**

The purpose of the Annual General Meeting (AGM) is to ensure that the Regional Corporation is run in the best interests of its members and to ensure that the Regional Corporation is held accountable to its members.

The Regional Corporation must hold an AGM at least once in every financial year and must give at least 21 days notice of the AGM to all members of the Regional Corporation.

#### **5.2 Notice of Annual General Meeting**

The Regional Corporation must give notice of the AGM to all members of the Regional Corporation in writing and must specify the date, time and place of the AGM and the business to be transacted at the AGM.

The Regional Corporation must also give notice of the AGM to the Registrar of Companies and must file a copy of the notice with the Registrar of Companies.

#### **5.3 Business of Annual General Meeting**

The business of the AGM includes the election and re-election of directors, the appointment and re-appointment of auditors, and the approval of the financial statements of the Regional Corporation.

The Regional Corporation must also give members of the Regional Corporation an opportunity to speak at the AGM and to ask questions of the directors and the auditors.

The Regional Corporation must also give members of the Regional Corporation an opportunity to vote on the business to be transacted at the AGM and must ensure that the voting process is fair and transparent.

The Regional Corporation must also give members of the Regional Corporation an opportunity to make a motion at the AGM and must ensure that the motion is dealt with in a timely and fair manner.

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**4 Directors' Report**

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**Director's Report – Financial Performance**

**4.1 Directors' Report**

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**4.2 Directors' Report**

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**4.3 Directors' Report**

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**4.4 Directors' Report**

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person's agreement to that a notice of a resolution must be given to the members of the company.

## Members Resolutions

### 5.1 Notice of Members' resolutions

Members' resolutions must be passed at a meeting of the company. A notice of a resolution must be given to the members of the company.

A notice of a Members' resolution must:

be in writing

specify the resolution to be passed

be signed by the chairman of the meeting

A notice of a resolution must be given to the members of the company at least 14 days before the meeting at which the resolution is to be passed.

### 5.2 Consideration of Members' resolutions

If the Company has been given notice of a Members' resolution, the resolution must be passed at a meeting of the company.

The resolution must be passed at a meeting of the company. The resolution must be passed at a meeting of the company.

The resolution must be passed at a meeting of the company.

## Directors

Directors are the persons who manage the company. They are appointed by the members of the company.

Directors must be appointed by the members of the company. The members of the company must pass a resolution to appoint a director.

## Procedure for Calling a Meeting

Directors are responsible for calling a meeting of the company. They must give notice of the meeting to the members of the company.

The notice of a meeting must be given to the members of the company at least 14 days before the meeting.

The notice of a meeting must be given to the members of the company at least 14 days before the meeting.

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### § 2330.1 **Members of the Board of Directors**

(a) The Board of Directors shall consist of not less than 3 nor more than 15 members, each of whom shall be a natural person who is at least 18 years of age and who is a resident of this State at the time of his or her election or appointment.

(b) The Board of Directors shall elect one member to serve as its chairperson and one member to serve as its vice chairperson.

(c) The Board of Directors shall elect one member to serve as its secretary and one member to serve as its treasurer.

(d) The Board of Directors shall elect one member to serve as its clerk.

(e) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors who is unable to perform his or her duties for a period of 90 days or more.

(f) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors whose conduct is inappropriate, as determined by the chairperson of the Board of Directors.

(g) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors who is unable to perform his or her duties for a period of 90 days or more.

(h) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors who is unable to perform his or her duties for a period of 90 days or more.

### § 2330.2 **Auditor's Right to be Heard**

(a) The auditor shall have the right to be heard at any meeting of the Board of Directors at which the auditor is present, and the Board of Directors shall have the duty to hear the auditor.

### § 2330.3 **Use of the Right of the Auditor to be Heard**

(a) The auditor shall have the right to be heard at any meeting of the Board of Directors at which the auditor is present, and the Board of Directors shall have the duty to hear the auditor.

(b) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors who is unable to perform his or her duties for a period of 90 days or more.

### § 2330.4 **Director's Right of the Auditor to be Heard**

(a) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors who is unable to perform his or her duties for a period of 90 days or more.

(b) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors who is unable to perform his or her duties for a period of 90 days or more.

(c) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors who is unable to perform his or her duties for a period of 90 days or more.

(d) The Board of Directors shall have the authority to elect, remove, suspend, and reinstate any member of the Board of Directors who is unable to perform his or her duties for a period of 90 days or more.

The Board of Directors shall have the authority to borrow money on behalf of the corporation and to execute any instrument necessary to carry out such authority.

**Article 8 - Resolutions**

The Board of Directors may pass resolutions and resolutions of the Board of Directors shall be binding on the corporation.

The Board of Directors may pass resolutions and resolutions of the Board of Directors shall be binding on the corporation.

**Article 7 - Directors**

**Section 1 - Directors**

The Board of Directors shall consist of not less than one and not more than fifteen members.

**Section 2 - Number of Directors**

The Board of Directors shall consist of not less than one and not more than fifteen members.

2 Directors shall be elected by the shareholders at the first meeting of the Board of Directors.

2 Directors shall be elected by the shareholders as **dependent Directors**.

1 Director shall be elected by the shareholders as **State Director**.

1 Director shall be elected by the shareholders as **Trustee Director**.

Each Director shall hold office until the next meeting of the Board of Directors.

The Board of Directors may elect one or more Directors to fill any vacancy.

**Section 3 - Term of Office**

Each Director shall hold office until the next meeting of the Board of Directors.

The term of office of each Director shall be 2 years.

The Board of Directors may elect one or more Directors to fill any vacancy.

The Board of Directors may elect one or more Directors to fill any vacancy.

Each Director shall hold office until the next meeting of the Board of Directors.

#### 4. Directors

Qantas Airways Limited is a public company. The Directors of the Company are responsible for the management of the Company and for the preparation of the financial statements.

The Directors are:

Mr. [Name]

Mr. [Name]

Mr. [Name] completed a director's course approved by the Australian Institute of Company Directors in 2012.

Mr. [Name] completed a director's course approved by the Australian Institute of Company Directors in 2012.

Mr. [Name] completed a director's course approved by the Australian Institute of Company Directors in 2012.

Mr. [Name] completed a director's course approved by the Australian Institute of Company Directors in 2012.

Mr. [Name] has 5 years' experience as a director of an Australian company governed by the Corporations (Aboriginal and Torres Strait Islander) Act 2006.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.

Mr. [Name] has 10 years' experience as a director of an Australian company.





### 7.5.3 **Director's Remuneration**

The table below sets out the remuneration of the Director for the financial year ended 31 March 2023.

#### **Remuneration of the Director**

The table below sets out the remuneration of the Director for the financial year ended 31 March 2023. The remuneration of the Director is set out in the table below.

The Director's remuneration for the financial year ended 31 March 2023 is set out in the table below.

The Director's remuneration for the financial year ended 31 March 2023 is set out in the table below.

The table below sets out the remuneration of the Director for the financial year ended 31 March 2023.

The Director's remuneration for the financial year ended 31 March 2023 is set out in the table below.

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#### **Director's Remuneration**

The table below sets out the remuneration of the Director for the financial year ended 31 March 2023.

The Director's remuneration for the financial year ended 31 March 2023 is set out in the table below.

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The Director's remuneration for the financial year ended 31 March 2023 is set out in the table below.

The Director's remuneration for the financial year ended 31 March 2023 is set out in the table below.

The Director's remuneration for the financial year ended 31 March 2023 is set out in the table below.

the term of the person's appointment expires;

the term of the person's appointment expires;

the person is replaced by that person's nominator; or

the person is removed from office by the Board.

10.2 **Removal of Directors**

7.2 and 7.3 of the Constitution apply to the removal of a Director as if the Director were a member of the Board.

A Director who is removed from office under 7.2 and 7.3 of the Constitution shall be eligible for re-election to the Board.

10.3 **Removal of Directors**

7.1 **Director's Duties**

Directors must act in good faith and in the best interests of the Company.

Directors must act honestly and fairly.

Directors must exercise their powers and discharge their duties in good faith.

Directors must exercise their powers and discharge their duties in good faith.

Directors must exercise their powers and discharge their duties in good faith.

Directors must exercise their powers and discharge their duties in good faith.

7.2 **Code of Conduct and Policy and Procedures Manual**

The Company must adopt and comply with the Code of Conduct and Policy and Procedures Manual under the Noongar Boodja Trust Deed.

7.2 of the Constitution applies to the removal of a Director as if the Director were a member of the Board.

10 **Members of the Board**

10.1 of the Constitution applies to the removal of a Director as if the Director were a member of the Board.

10.2 of the Constitution applies to the removal of a Director as if the Director were a member of the Board.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors. This means that the board must ensure that the company has sufficient funds to meet its liabilities as they fall due.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors. This means that the board must ensure that the company has sufficient funds to meet its liabilities as they fall due.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors. This means that the board must ensure that the company has sufficient funds to meet its liabilities as they fall due.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors. This means that the board must ensure that the company has sufficient funds to meet its liabilities as they fall due.

### Exercise 20.1

Company A is a company with a number of shareholders. The shareholders are concerned that the directors are acting in a way that is likely to result in the company being unable to pay its creditors.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors.

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### 2. Directors

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors.

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CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors. This means that the board must ensure that the company has sufficient funds to meet its liabilities as they fall due.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors.

### 3. Directors of a Public Company

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors. This means that the board must ensure that the company has sufficient funds to meet its liabilities as they fall due.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors.

CPA The board must also ensure that the directors are not acting in a way that is likely to result in the company being unable to pay its creditors.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

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The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

4 Director's Fees

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

Directors' remuneration must be measured against, and must not exceed, the ordinarily charged by persons providing such services on an arm's length basis.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

Board Meetings

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.

The Board of Directors is responsible for the overall management of the company and for the actions of the company's officers and employees.







the resolution is ratified at a subsequent Directors' meeting.

**24. Directors**

The Board may from time to time add, remove or vary the powers of any Director or may from time to time remove any Director from office.

The Board may also from time to time remove any Director.

The Board may also from time to time remove any Director or may from time to time remove any Director from office.

The Board may also from time to time remove any Director.

The Board may also from time to time remove any Director or may from time to time remove any Director from office.

**25. Directors – General Provisions**

**25.1. Secretaries**

The Board may from time to time appoint one or more Secretaries.

The Board may also from time to time remove any Secretary or may from time to time remove any Secretary from office.

The Board may also from time to time remove any Secretary or may from time to time remove any Secretary from office.

The Board may also from time to time remove any Secretary or may from time to time remove any Secretary from office.

**26. Directors – Director's Indemnity and Insurance**

**26.1. Indemnity**

The Board may from time to time

indemnify any Director or any person who is or was at any time a Director or any person who is or was at any time a Director.

The Board may also from time to time indemnify any Director or any person who is or was at any time a Director or any person who is or was at any time a Director.

The Board may also from time to time indemnify any Director or any person who is or was at any time a Director or any person who is or was at any time a Director.

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The Board may also from time to time indemnify any Director or any person who is or was at any time a Director or any person who is or was at any time a Director.



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### 1032 Method of delivery to Members

The recipient of the 1031 card may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

posting it by prepaid post to the Member's street or postal address stated in the Members Register

The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

### 1033 Method of delivery to third parties

The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

### 1034 Address for delivery to the company

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The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

### 1035 Time limits

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The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card. have been transmitted to the recipient's fax number, but if transmission or receipt is after 5:00 PM or if the recipient is not available, the Member may add the name of the Member to the list of recipients on the card.

The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

The Member may add the name of the Member to the list of recipients on the card or the Member may add the name of the Member to the list of recipients on the card.

## 04 After tax assessment

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AVON

Part of  
Loc. 3666 11963

2

Vol. 806 Fol. 183  
1082 Now 573

A. R. P  
1.0.0

L & S. Corr 40/42.  
Public Works Act 1902-1933.

# Kellerberrin Native School. Land Resumption.

DEPTH UNIT LIMITED IN DEPTH TO 2000 FEET

Resumption Gazette. Cor. 312/43  
Gaz. 17.12.43

17066  
L.S. Dia. 61/11

8950  
L.S. Dia. 23535

Pt of  
3666  
DIA  
L.S. Dia. 5113

28120

6524  
L.S. Dia. 16393

50

21112

Land Parcel Identifier amended -  
Regulation 6 of Transfer of Land  
(Surveys) Regulations 1995  
Corr. 1775-2000-01  
Date: 19.5.06



### CERTIFICATE

I hereby certify that this survey was performed by me personally (or under my own personal supervision, inspection, and field check), in strict accordance with the Regulations for the guidance of Surveyors, and that this plan is in all respects accurate.

DATE..... LICENSED SURVEYOR

### APPROVED BY TOWN PLANNING BOARD

DIA 12357



CHAIRMAN

DATE.....

APPROVED

*[Signature]*  
INSPECTOR OF PLANS AND SURVEYS

DATE 2.11.43

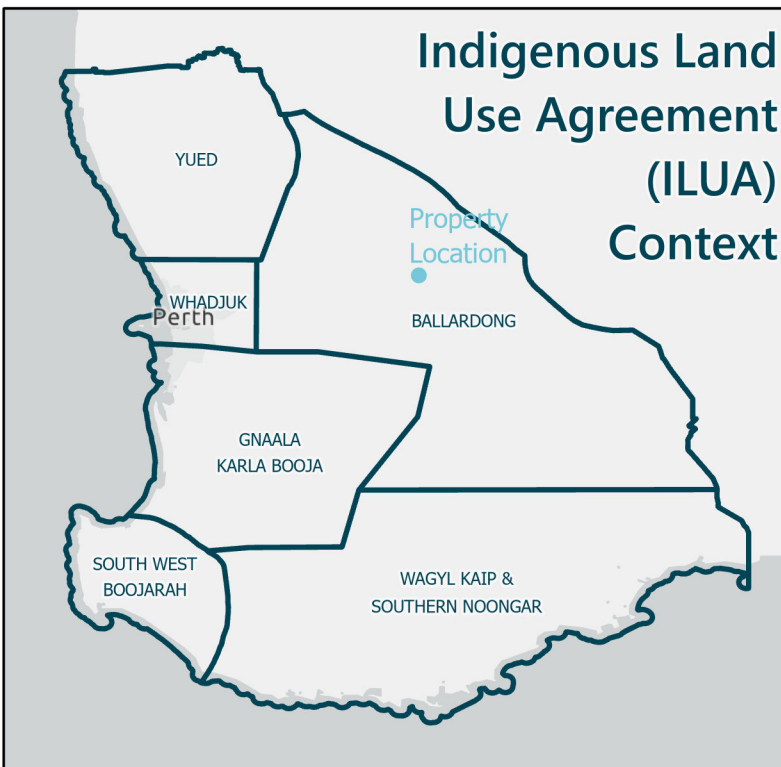
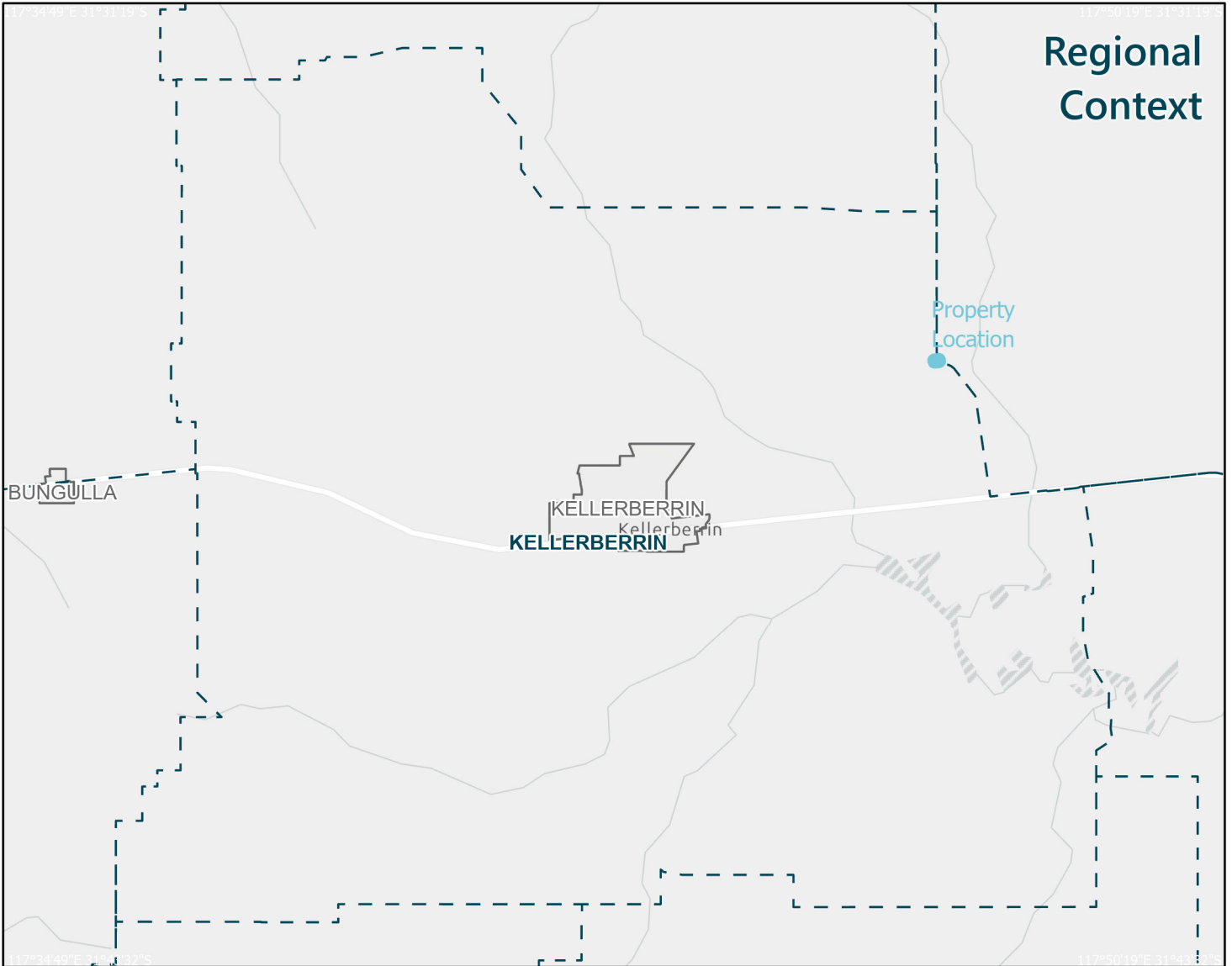
PLAN.....  
DIAGRAM.....  
INDEX PLAN.....






REGISTERED

DIAGRAM NO

12357

# BD Kellerberrin 11564133 - L50 Mission Road



-  BD Kellerberrin 11564133 - L50 Mission Road
-  Annexure X Land
-  Locality / Suburb
-  Townsite
-  ILUA



Esri, HERE, Garmin, Foursquare, METI/ NASA, USGS, Esri, HERE, Garmin, FAO, NOAA, USGS

