

THIS DEED made the 29th day of April One thousand nine hundred and eighty-four

BETWEEN WILLIAM IAN LE PAGE of Meher Road, Woombye in the State of Queensland, (hereinafter called "the Settlor") of the one part

AND

AVATARS ABODE PTY. LTD. a company duly incorporated in the State of Queensland and having its registered office at Avatar's Abode, Meher Road, Woombye in the said State (hereinafter called "the Trustee") of the other part

WHEREAS:

- A. The Settlor is an adherent to and believer in the mono theistic doctrine and faith (as defined in this Deed) of Meher Baba in relation to the belief in following and love of God;
- B. The Settlor has paid to the Trustee the sum of One Hundred Dollars (\$100.00) to be held by the Trustee upon the charitable trusts and to and for the ends intents and purposes hereinafter declared.

NOW THIS DEED WITNESSETH that the Settlor declares and directs and the Trustee does hereby admit and declare that it holds and stands possessed of and will hold and stand possessed of the said sum of One Hundred Dollars (\$100.00) and all moneys investments and property paid or transferred to and accepted by the Trustee as additions to the fund and the investments and property from time to time representing the same or any part or parts thereof (all of which are hereinafter collectively referred to as "the trust funds") upon to and for such of the trusts powers discretions and provisions as are hereinafter declared concerning the same namely:

1. INTERPRETATION

1.1 In this Deed wherever the context requires or permits words and

expressions:

- (a) importing the singular import the plural and the plural the singular;
- (b) importing any gender import any other gender; and
- (c) shall have the meanings ascribed to them as follows:-

“Income” includes any money or property which constitutes assessable income in the hands of the Trustee for the purposes of the Income Tax Assessment Act 1936 (as amended) and applying at the date of receipt by the Trustee

“Meher Baba” Merwan Sheriarji Irani late of Poona India deceased known as Avatar Meher Baba

“Trustee” means the said Avatars Abode Pty. Ltd. or other Trustee for the time being appointed pursuant to the provisions of this Deed

“Avatar's Abode” means the real property described as Subdivision 1 of Portion 43V and Resubdivision 1 of Subdivision 2 of Portion 105V on Registered Plans Nos. 95290 and 61065 County of Canning Parish of Mooloolah being the whole of the land in Certificate of Title Volume 3617 Folio 227 and having an area of 99 acres 2 roods 3 perches. A copy of a plan of such land and fixtures thereon is annexed to this Deed marked “A”.

- 1.2 The trusts created by this Deed shall be known as the “AVATAR'S ABODE TRUST”.
- 1.3 The Schedules to this Deed form part of it and shall have the same force and effect as if fully set out in the body of this Deed.

- 1.4 The trust funds and the income thereof shall be located or deemed to be located in the place of permanent residence or incorporation of the Trustee from time to time and this Deed shall be governed in all respects by and administered in accordance with the laws of that State.

2. THE TRUST

- 2.1 The Trustee shall hold the whole of the trust funds both capital and income upon trust for the spreading of the message of Meher Baba being a mono theistic doctrine and faith (relating to the belief in following and love of God) as expressed by him (inter alia) in the following words:-

“I am that same Ancient One who has always come to redeem man from his bondage of ignorance and to help him realise that which, consciously or unconsciously, he is always seeking. The object of this quest is called by many names - happiness, peace, freedom, truth, love, perfection, Self-realisation, God-realisation, union with God. It is essentially one thing, the quest for conscious and continual experience of his unity with God, the Source of infinite Knowledge, Power and Bliss.”

And the establishment, initiation and development of any form of service to individuals and to mankind generally whether of a physical, intellectual, cultural or spiritual nature which Meher Baba himself encouraged, initiated or assisted during his lifetime and specially for the advancement and benefit throughout Australia of the precepts philosophy life example and faith of Meher Baba among all persons resident in Australia through whatever media the Trustee may in its absolute discretion deem fit with the object of

encouraging such persons to accept the tenets of the precepts philosophy life example and faith referred to above as the proper creed by which their lives should be governed. Without limiting the generality of the above the further and associated objects of the said Trust shall be:-

- (a) To hold in perpetuity as a place of pilgrimage the property known as Avatar's Abode on the express wish of Avatar Meher Baba who stayed at Avatar's Abode on one of his world tours in the service of humanity.
- (b) To develop for the benefit of pilgrims now and for generations to come the property known as Avatar's Abode which was made sacred by his visit in June, 1958.
- (c) To uphold Avatar Meher Baba's statement "that Avatar's Abode is to become one of the great places of pilgrimage in the world".
- (d) To perpetually honour and leave unchanged the name Avatar's Abode which Avatar Meher Baba gave to the said property.
- (e) To develop facilities and/or accommodation for pilgrims and for those seeking to know of Meher Baba and for visitors generally.
- (f) To ensure that the structures known as "Baba's House", "Baba's Room" and the "Meeting Hall" will remain on their original positions on Avatar's Abode, as they were when Avatar Meher Baba visited the property, and to maintain such structures and their surrounds in a manner befitting Avatar Meher Baba.
- (g) To preserve and protect "Baba's Room" and those articles and items associated with Avatar Meher Baba that are deemed to

be sacred by the Trustee.

- (h) To uphold Avatar Meher Baba as the one and only spiritual authority that will be recognized and promoted on Avatar's Abode by the Trustee, its directors, officers, members or others.

2.2 Subject to the provisions of Clauses 2.2A and 4.5 hereof, the Trustee may by all lawful means:-

- (a) acquire and receive property of any type or kind, whether real or personal together with any income from such assets and property and shall apply the trust funds for the objects and purposes referred to in clause 2.1 by dealing with the trust funds in such manner as the Trustee shall in its absolute discretion determine to do and carry out all such matters as are likely to promote such objects and purposes. The Trustee may, in its absolute discretion, refuse to accept any gift or bequest of property referred to in this clause 2.2. For the removal of doubt, the Trustee is empowered (amongst other things) to:-

- (i) accept donations of cash from any persons (including without limitation pilgrims to Avatar's Abode) or other donations or property, whether real or personal, to the Trustee subject to the limitations contained in this Deed. The acceptance of donations of cash from any person shall include moneys derived as interest on the investment of any sums with any Bank or other financial institution whether or not the principal sum (or any part thereof) comprises trust funds;
  - (ii) acquire, apply for, retain and accept any form of

intellectual property rights including, without limitation, copyright and receive any royalties benefits or other income produced by such intellectual property rights;

(iii) publish and/or republish and receive royalties, benefits or other income produced by such publication or republication of:

(A) any books, magazines, periodicals or other written material in any written form and music, lyrics or melodies, by any means (whether electronic, mechanical or by any other means of available technology) and do any act or thing to assist in spreading of the message of Meher Baba or, in relation to the objects of the Trust; or

(B) any books, magazines, periodicals or other written material on or about Meher Baba, Francis Brabazon or in any other way connected or relating to the objects of the Trust;

(iv) sell deal or otherwise dispose of rights to or interests in books, magazines, periodicals or other written material, of the kinds referred to the preceding subclauses, and accept cash for the sale, dealing or other disposal of such rights, interests or materials; or

(v) prepare, dispose of and sell foodstuffs and purchase and/or otherwise acquire all necessary ingredients and accept cash for the sale of such foodstuffs;

2.2A Notwithstanding clause 2.2, the Trustee may receive only by gift or bequest and not otherwise shares in listed public companies or bonds. The Trustee must not accept, by any means whatsoever, any

shares in any unlisted company or units in any unlisted unit trust.

- 2.3 When property is accepted or acquired by the Trustee for any or all of the general objects expressed above it may apply both capital and income therefrom in or towards any of such objects as it may in its absolute discretion deem suitable or it may accumulate the income until it can in its opinion be usefully applied for all or any of such objects.

3. INVESTMENT

- 3.1 The Trustee shall as soon as practicable invest such of the trust funds as are not already invested and not directly required for any other purpose.
- 3.2 The Trustee shall have power to sell partition invest or otherwise dispose of or deal with the trust funds or any part thereof or any interest therein (save and except "Avatar's Abode" and articles associated therewith and specifically referred to in Clauses 2.1(f) and 2.1(g) should same become part of the trust funds) fully and freely as if it were the absolute beneficial owner thereof. Notwithstanding the foregoing the Trustee shall only have the Powers of Investment set out in the First Schedule hereto.

4. POWERS AND DISCRETIONS

This Clause 4 shall be subject to the provisions and limitations set out in Clause 4.5.

- 4.1 The Trustee may in its absolute discretion enter into and execute all such contracts deeds and documents and do all such lawful acts matters and things as the Trustee deems expedient for the purpose of carrying out the trusts authorities powers and discretions conferred upon it by this Deed.
- 4.2 Without limiting the generality of the foregoing the Trustee shall

have and may exercise all or any of the powers privileges and discretions set out in the Second Schedule hereto AND each of such powers privileges and discretions shall be regarded as separate and independent and in no way limited or restricted by reference to or inference from the terms of any other power privilege or discretion.

4.3 In the exercise of the powers privileges and discretions and in the discharge of the duties and obligations conferred and imposed on it by this Deed and by law the Trustee may contract and deal with any company in such manner and on such terms as it may think fit notwithstanding:-

- (i) that a director of the Trustee is a director or other officer or an employee of and/or shareholder in that company or is in any other way personally interested in it or any such sub-trust; and/or
- (ii) that all or any part of the trust fund is invested in shares in that company;

4.4 The receipt of the Trustee for the time being for the payment of any money or for the transfer of any property forming or to form part of the trust funds will effectually discharge the person or persons paying or transferring the same from any obligation to see to its application or to answer for its loss or misappropriation.

- 4.5
- (i) The Trustee may not accept or acquire in any way whatsoever encumbered property as part of the trust funds. Unencumbered property accepted or acquired by the Trustee may comprise only property of the type referred to in Clause 2.2 hereof.
  - (ii) The Trustee shall only have power to purchase, acquire or retain real property as part of the trust funds should such real



property be within the boundaries of Kiel Mountain Road, Eudlo Flats Road, Maroochydhore Road and the new proposed Nambour By Pass Road as delineated on the plan annexed hereto marked "B". All other property accepted by the Trustee pursuant to Clause 4.5(i) hereof shall be sold for cash as soon as reasonably possible. The proceeds of such sale shall form part of the trust funds.

(iii) The Trustee shall not encumber or charge any of the trust funds or property and shall not dispose of "Avatar's Abode" (or articles and items associated therewith and specifically referred to in Clauses 2.1(f) and 2.1(g) hereof) in any circumstances should that property form part of the trust funds.

4.6 For the removal of doubt, reference in Clause 4.5(ii) to all other property accepted by the Trustee pursuant to Clause 4.5(i) requiring to be sold for cash as soon as reasonably possible shall be deemed to be a reference to the acceptance (by gift, bequest or otherwise) of unencumbered real property not within the boundaries of Kiel Mountain Road, Eudlo Flats Road, Maroochydhore Road and Nambour By-Pass Road as delineated on the annexed plan marked "B".

## 5. PROCEDURE

5.1 A meeting of the Trustee may be held at any time or place.

5.2 A meeting of the directors or other governing body of such Trustee shall be deemed to be a meeting of the Trustee.

5.3 The Trustee shall keep proper minutes of all resolutions and proceedings of the Trustee. Every such minute purporting to be signed by three directors of the Trustee in accordance with its

Articles of Association or by three members of the governing body of the Trustee in accordance with its governing procedural requirements shall be prima facie evidence of the facts stated in it.

- 5.4 The Trustee shall keep proper books of account which shall be balanced as at the 30th day of June each year.

6. APPOINTMENT AND RETIREMENT OF TRUSTEE

- 6.1 There shall be one Trustee which shall be a corporation.
- 6.2 The Trustee may at any time in accordance with its Articles of Association or other governing procedural requirements appoint any one corporation as new Trustee such corporation to have similar objects and Articles of Association as Avatars Abode Pty. Ltd.
- 6.3 On the winding up of any Trustee for the time being appointed under this Deed, the liquidator (in the case of a corporation) shall be the Trustee but such liquidator shall as soon as practicable appoint a Trustee in accordance with Clause 6.2 hereof.

7. LIABILITY AND INDEMNITY OF TRUSTEE

- 7.1 The Trustee purporting to act in the administration of the trust funds will not be liable for any loss other than as may be attributable to dishonesty or to any willful act or omission known by it to be a breach of trust.
- 7.2 The Trustee shall be indemnified to the extent of the trust funds (save and except Avatar's Abode and articles and items associated therewith and specifically referred to in Clauses 2.1(f) and 2.1(g) hereof should that real property form part of the trust funds) against liabilities incurred by the Trustee in the execution of the trusts hereof, and shall have a lien on and may use any moneys for the time being in the hands of the Trustee for such indemnity and generally for the payment of all proper legal and other costs of

administering the trust funds and otherwise performing its duties under this Deed.

7.3 The Trustee shall not be bound to act personally but may employ a solicitor accountant manager or other agent to transact any business required to be done in accordance with this Deed.

7.4 Any director of the Trustee may become or remain a director of any company or an employee of any business in which any moneys forming part of the trust funds are from time to time invested and may receive the remuneration attaching to such office without being liable to account therefore.

7.5 The Trustee through its directors may exercise or concur in exercising all powers and discretions by this Deed or by law conferred on it notwithstanding that it may have a direct or personal interest in the mode or result of exercising such power or discretion.

8. AMENDMENT OF THIS DEED

8.1 The Trustee by resolution of its directors which whilst Avatars Abode Pty. Ltd. is Trustee shall comply with Article 40 of its Articles of Association and, in the case of any other corporate trustee, which complies with the provision of the Article of Association or other governing procedural requirement corresponding with the said Article 40 may revoke vary or add to the provisions of this Deed (including the Schedules) save and except Clauses 2.1, 4.5 and 6.2 hereof PROVIDED THAT such revocation variation or addition is not inconsistent with the general scope of this Deed.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals on the day and year first hereinbefore mentioned.

THE FIRST SCHEDULE

(CLAUSE 3 OF DEED)

POWERS OF INVESTMENT

In dealing with the trust funds (excluding the real property known as “Avatar's Abode” and articles and items associated therewith specifically referred to in Clause 2.1(f) and 2.1(g) of this Deed) the Trustee may invest the whole or any part of the same as if the Trustee was in all respects its sole and absolute owner beneficially save where any such investment involves the incurrence of liabilities and whether or not it may produce income and without in any way limiting the generality of the foregoing the Trustee may at any time and from time to time invest the trust funds in all or any of the following modes:-

- (a) deposit with any bank or in the acquisition of government bonds or government guaranteed securities;
- (b) in the acquisition of interests in unencumbered real property and whether in fee simple or lesser estate but subject at all times to the restrictions and provisions set out in Clause 4.5 of this Deed;

WITH POWER to change investments freely between such investments.

THE SECOND SCHEDULE

The Trustee may from time to time exercise any one or more of the following powers privileges or discretions in relation to the trust funds and the trusts set out in this Deed subject to Clause 4.5 thereof:-

- (i) to make such payments (out of both capital and income) and to permit any property forming part of the trust funds to be used for such purposes as the Trustee may in its discretion determine as fulfilling or furthering or assisting the trusts and purposes set out in this Deed;
- (ii) to lease, let on hire or grant licences or rights of agistment to use

or occupy all or any property (whether real or personal) (save and except Avatar's Abode and Articles and Items associated therewith specifically referred to in Clauses 2.1(f) and 2.1(g) of this Deed), comprising the whole or any part of the trust funds for any purpose whatever (whether involving waste or not) to any person whatever for any term whatever and whether wholly or partly for rent (whether fixed or variable), fine, premium, royalty or the erection, improvement, repair or any agreement to erect, improve or repair buildings on any real property and to accept (with or without consideration) a surrender of the whole or any part of such lease hiring or licence;

- (iii) to take out and surrender such policies of insurance which the Trustee may consider necessary or sufficient to provide for indemnity against loss of or damage to the whole or any part of the trust funds whether by fire theft or the incidence of any other hazard or to provide for the payment of money in the event of death of any person and to pay all premiums accruing due under such policies;
- (iv) to repair and maintain any property comprising the whole or any part of the trust funds in such manner as may from time to time be considered appropriate and pay out of the income of the trust funds the costs of any such maintenance and repair and any outgoings payable in respect of any such property;
- (v) to institute and defend proceedings at law or in equity relating to the whole or any part of the trust funds and to proceed to the final end and determination of such proceedings or to compromise the same on such terms and conditions as the Trustee may consider appropriate;

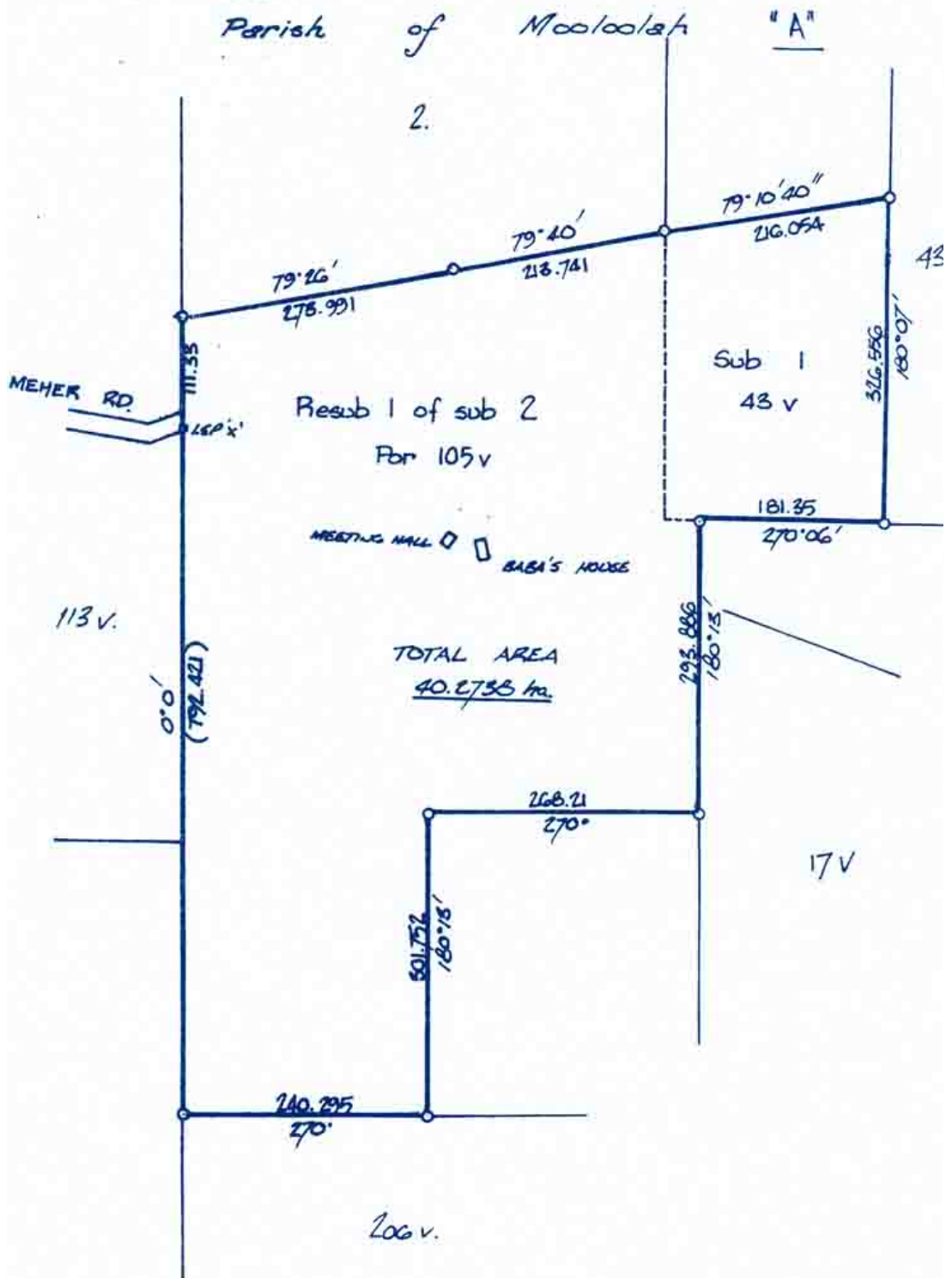
- (vi) to set aside out of the capital or income of the trust funds from time to time such sum or sums of money as the Trustee may consider necessary or sufficient to discharge any debt or obligation due to or accruing to meet any losses or extraordinary expenditure which may be incurred;
- (vii) to appoint and remove or suspend and pay such officers clerks servants or persons either for temporary or special services as the Trustee may from time to time deem necessary and to determine their duties and powers and fix their salaries and remuneration and (if considered necessary) to require security of such amount as the Trustee may deem fit for the proper and efficient discharge of such duties;
- (viii) to employ any person firm or company (wherever resident or incorporated) as an agent whether by power of attorney or informal appointment and to remunerate any such agent out of the trust funds on such basis as the Trustee may consider appropriate (whether the services performed by such an agent may have been performed by the Trustee personally or otherwise);
- (ix) to delegate all or any of the Trustee's powers or privileges and discretions including the receipt and payment of money to any agent employed by it without any way being responsible for any default by any such agent in carrying out the matters delegated to him or for any loss occasioned in consequence of such default;
- (x) to appoint any person or corporation to hold and manage any property save and except Avatar's Abode and fix the powers privileges and discretions of such person or corporation;
- (xi) to operate such banking accounts as the Trustee may consider necessary, to deposit and withdraw money comprising the whole or

- any part of the trust funds to or from such accounts;
- (xii) to hold the whole or any part of the trust funds in such form and name as may be considered appropriate as bearer, by nominee or otherwise, without necessarily disclosing any fiduciary relationships;
- (xiii) to deposit any documents of title or other documents relating to the whole or any part of the trust funds with any persons firm or company wherever resident or incorporated which undertakes the safe custody of such documents as a part of its business without being responsible for the default of any such person firm or company or for any loss occasioned in consequence of any such default;
- (xiv) to pay such reasonable remuneration for services as the nature of those services may require;
- (xv) to obtain the advice of any financier lawyer valuer surveyor broker auctioneer or other expert on any matter pertaining to the trust funds without being at any time bound so to do and without being in any way responsible for any loss occasioned by acting or not acting in accordance with any such advice;
- (xvi) to determine whether any property forming part of the trust funds or any increase or decrease in amount number or value of any such property or any receipts payments from for or in connection with any such property should be credited or debited to capital or income to determine conclusively the value or any increase or decrease in the value of any property forming part of the trust funds and generally to determine all matters as to which any doubt or question may arise under or in relation to the funds and every such determination of the Trustee in relation to any such matters whether

actually raised implied will bind all parties interested in the Trust.

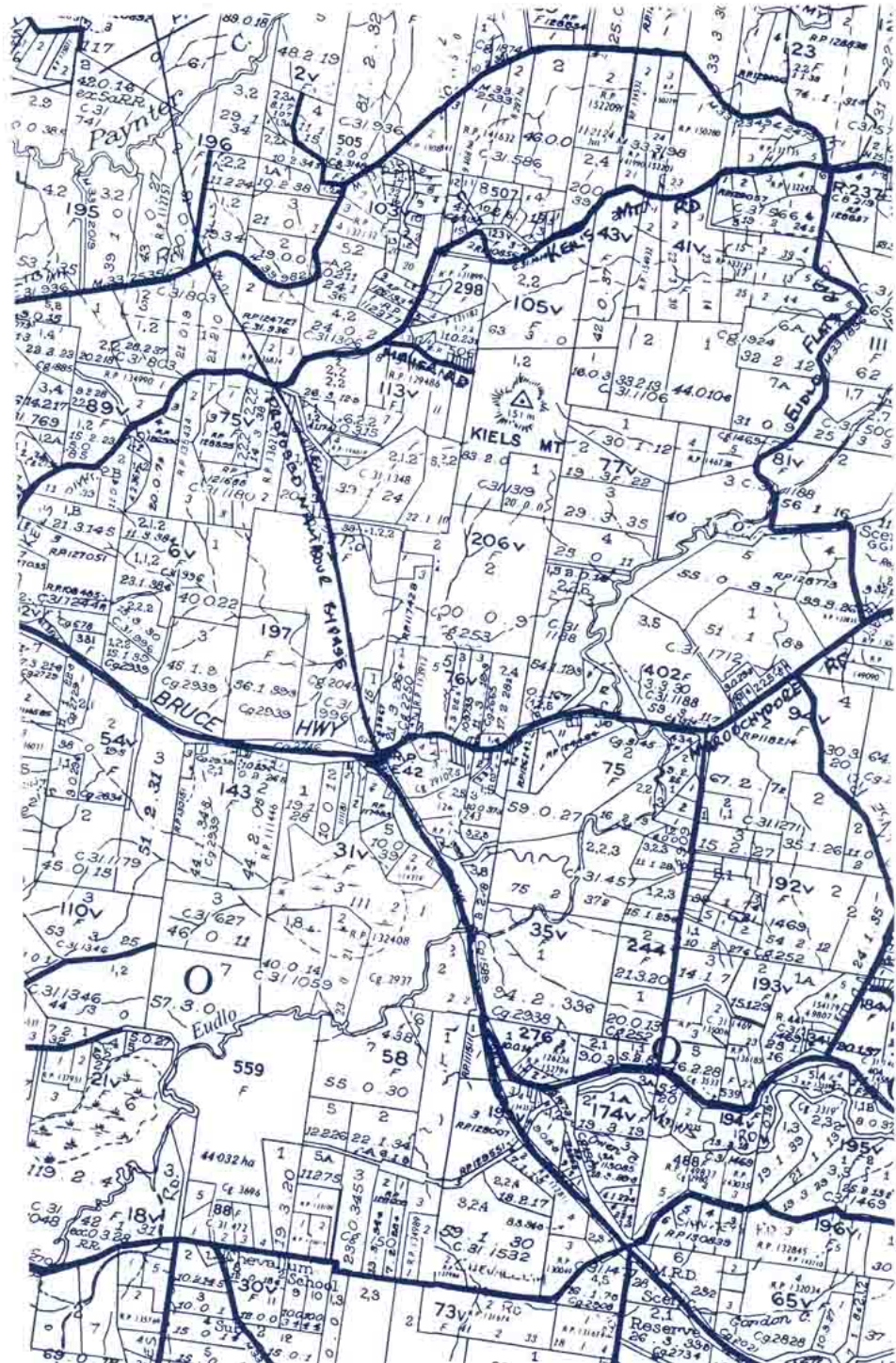
(xvii) To work any real property comprising the whole or any part of the trust funds by growing crops, of any kind or the farming of animals of any kind on such property in such manner as the Trustee may from time to time consider appropriate and to pay out of the income of the trust funds the costs of any such activities.





NOTE: 150'x' TO N.E. CORNER OF MEETING HALL 111°44'16" 282.678m  
 150'x' TO N.E. CORNER OF BABAS HOUSE 111°42'49" 310.858m

# PLAN B



SIGNED SEALED AND DELIVERED by )  
the said WILLIAM IAN LE PAGE )  
in the presence of: )

A Justice of the Peace

THE COMMON SEAL of AVATARS )  
ABODE PTY. LTD. was hereunto ) .....  
. . . )  
affixed by authority of the ) Director  
Board of Directors and in the )  
presence of: ) .....  
. . . )  
Secretary

A Justice of the Peace