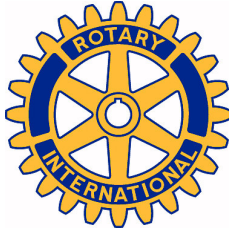


DISTRICT 9640



ROTARY YOUTH EXCHANGE TRUST DEED

THIS DEED, made this 16th day of September, Two Thousand and Seven between the Trustees for the time being as named in Clause 7 hereof (hereinafter called the Trustees) WHEREAS:

A. A trust fund has been established to provide financial assistance for Rotary Youth Exchange Students in District 9640 of Rotary International.

B. The Trustees have been appointed as Trustees to administer the said Trust Fund.

NOW THIS DEED WITNESSETH and the Trustees HEREBY DECLARE that they hold and will henceforth hold the Trust Fund upon the following Trusts and subject to the terms and conditions hereinafter contained

1. Definitions:-

(1) In this deed the following expressions shall unless the context otherwise requires have the following meanings:

- (a) "The Trust" means the Trust hereby created.
- (b) "The Fund" means the "District 9640 Rotary Youth Exchange Trust Fund", created for and administered by the Trust.
- (c) All references to Rotary, Rotary International and Officers of Rotary shall be construed to relate to Rotary International under the Constitution and By-Laws of Rotary International from time to time in force.
- (d) "District 9640" means District 9640 of Rotary International as at present constituted and as varied from time to time in name boundaries and constituents within Rotary International.
- (e) "Relative" means child, stepchild, grandchild, brother, sister and the spouse of any such relation.

(2) Objects:

The Object of the Trust is to provide financial assistance to participants in District 9640 Rotary Youth Exchange Programme whose parents are unable to contribute the whole of the finances required for the fares and other costs for their child's participation.

(3) Basis of Financial Assistance:

Financial Assistance will be provided for such participants as the Trustees consider eligible to participate in the Rotary Youth Exchange Programme each year, to the extent of the funds available to the Trustees. The financial assistance provided will be called a "District 9640 Youth Exchange Award".

(4) Application of Income: -

Only the income of the fund shall be used to provide financial assistance to Rotary Youth Exchange students. If the income available in any one Year is more than sufficient to grant one award then the Trustees may at their discretion grant further awards.

(5) Relatives:-

No relative of a Rotarian as defined in Clause 1(e) shall be eligible to receive financial assistance from the Fund.

(6) Selection:-

(1) A person who has been nominated by a Rotary Club to the District as an exchange student may be proposed by the Club to the Trustees for a District 9640 Youth Exchange Award.

- (2) To enable the Trustees to properly consider an application so made, the Trustees may, from time to time:
- Trust;
- (a) Establish and publish guidelines for the selection of students to receive financial assistance from the Trust;
 - (b) Establish financial or other criteria for selection or exclusion and
 - (c) Require an application to be submitted in writing in a form as prescribed by the Trustees.

(7) Trustees:-

The Trustees shall comprise in each Rotary Year the following

District Governor

Immediate Past District Governor

District Governor Nominee for the next succeeding Rotary year

Two other Rotarians of the District to be appointed by the District Governor who are members of

District Finance Committee

The District Governor shall appoint a Chairman of the Committee.

(8) Retirement:-

A Trustee shall cease to hold office upon:-

- (a) Death
- (b) Bankruptcy
- (c) Ceasing to hold the office pursuant to which he became a Trustee
- (d) Mental Incapacity

(9) Filling Vacancy:-

Any vacancy in the Trusteeship formerly held by a District Governor or a District Governor Nominee shall be filled without further act or documentation by the appointment of a new incumbent of such office in Rotary. Any other vacancy occurring in the Trusteeship shall be filled by the District Governor by the appointment of another Rotarian as hereinbefore provided.

(10) Certificate of Trusteeship:-

A statement in writing purporting to be signed by the District Governor of District 9640 shall be conclusive evidence of the names and identities of the Trustees of the Fund.

(11) Resolutions of the Trustees shall be effected by:-

- (a) majority vote at meetings at which four (4) Trustees constitute a quorum; or
- (b) majority vote endorsed on written resolutions signed by at least four (4) Trustees if effected without meeting being held.

Minutes shall be kept of all meetings and resolutions of the Trustees.

(12) Contributions:-

Contributions to the fund can be made in the form of Corpus Contributions or Income Contributions.

(a) The Corpus of the fund shall consist of all moneys or donations received in species which any person, club, company or other entity may donate or cause to be vested in the Trustees to be held-upon the Trust herein contained.

(b) Income contributions shall consist of such moneys which any person, club, company or other entity may donate for use by the Trustees in accordance with Clause 4.

(13) Investment:-

The Fund shall be invested by the Trustees in any investments authorised by the Trustee Act or other law from time to time in force in the States of New South Wales and/or Queensland relating to the investment of Trust Funds other than those donations received in species which may continue to be held in that form.

(14) Variation of Investment:-

The Trustees may in their discretion from time to time vary or transpose any of the investments of the Fund to other investments authorised hereunder.

(15) Income:-

The income of the fund shall consist of all receipts other than those defined in Clause 12 (a).

(16) Banking:-

Subject to the aforesaid accounts shall be maintained by the Trustees at any Banks or other Financial Institutions in New South Wales or Queensland. All disbursements shall be made by cheque which shall be signed by any two of the five Trustees.

(17) Accounts:-

The Trustees will keep adequate accounting records which will record all amounts received by the Fund. All expenditure shall be adequately recorded and all appropriate documentation retained. Financial Statements shall be prepared annually to 30th June, in each year and such statement shall be audited by the District 9640 Auditor. The reasonable expenses of administering the Fund shall be met out of income.

(18) Reports:-

The Trustees shall prepare a report each year, including the audited financial statement, for presentation at the next District Conference.

(19) Alterations:-

The provisions of this Trust Deed shall be amended only by resolution passed at District Conference.

(20) Winding-up:-

Upon a District Conference resolving that it is no longer practicable to carry on the Trust for the purposes laid down in this Deed, the Trust shall be wound-up and the proceeds paid to another Rotary Organisation as resolved at that District Conference.

IN WITNESS whereof the Trustees have hereunto subscribed their names and affixed their seals the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED)
by the said Brian WHEATLEY)
in the presence of.)

SIGNED SEALED AND DELIVERED)
by the said Douglas GEEKIE)
in the presence of.)

SIGNED SEALED AND DELIVERED)
by the said Tony HAYES)
in the presence of.)

SIGNED SEALED AND DELIVERED)
by the said Brian MELDRUM)
in the presence of:)

SIGNED SEALED AND DELIVERED)
by the said David VICKERS-SHAND)
in the presence of.)