

DATED 10 January 2009

2009

BETWEEN

DAVID ALEXANDER ASHTON SELDEN

AND

KENNETH STEVEN LLOYD and JONATHAN ALAN GUYER

EASTERN CAPE GOSPEL PARTNERSHIP

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THIS DEED made

10 January 2009

BETWEEN DAVID ALEXANDER ASHTON SELDEN of 46/11 Yarranabbe Road,
Darling Point, NSW (**the Settlor**).

AND KENNETH STEVEN LLOYD of 10 Sir Rufane Place, Charlo, Port
Elizabeth, South Africa and **JONATHAN ALAN GUYER** of 2 Highbury
Street, Croydon, NSW (**the Trustees**).

NEW SOUTH WALES DUTY
02-02-2009 0005289954-001
SECTION 58(1)
DUTY \$ *****500.00

BACKGROUND

- A. The Settlor wishes to establish a Trust for the purposes set out in this Deed.
- B. The Settlor and the Trustees contemplate that persons will from time to time contribute real and personal property to the Fund.
- C. The Trustees have agreed to act as the first Trustees of the Trust.

OPERATIVE PART

Definitions

1. In this Deed, unless there is something in the Deed inconsistent with the following:
 - (a) **the Appointor** means Kenneth Steven Lloyd.
 - (b) **Trustees** mean the Trustees of the Trust from time to time.
 - (c) **the Trust** means the Trust created by this Deed known as the Eastern Cape Gospel Partnership.
 - (d) **the Fund** means:
 - (i) the initial sum as set out in clause 2;
 - (ii) all money and assets paid to or received by the Trustees to be held as part of the Fund; and
 - (iii) any increase in the capital value or income derived from the Fund.
 - (e) **this Deed** means this Deed as lawfully altered or varied from time to time.
 - (f) Words importing the singular number include the plural and vice versa.

- (g) A person includes a corporation and any other legal entity.
- (h) Headings are for ease of reference and do not affect the meaning and interpretation of this Deed.
- (i) A reference to any legislation includes any amendment, consolidation or re-enactment of it.

Establishment of Trust

- 2. The Trustees acknowledge having received from the Settlor \$100.00 and agree to hold it and other additions to the Fund on the trusts set out in this Deed.

The Fund

- 3. (a) The purposes of the Fund are to:
 - (i) promote the Christian ministry to students at Nelson Mandela University, Port Elizabeth, South Africa presently called the Bible Speaks Today;
 - (ii) provide funding for workers with Bible Speaks Today, especially those who have graduated from Bible Colleges such as George Whitefield College in Cape Town;
 - (iii) provide funding for accommodation and catering for Bible Speaks Today meetings and for the meeting of Christian believers (the church) associated with Bible Speaks Today;
 - (iv) provide funding for travel costs for speakers and workers associated with Bible Speaks Today;
 - (v) provide financial assistance for students to attend camps and conferences organised by Bible Speaks Today;
 - (vi) provide funding for resources (such as books, CDs, DVDs, etc) for Bible Speaks Today; and
 - (vii) provide funding for workers in a ministry training scheme associated with Bible Speaks Today.

- (b) The Fund may only be used to support the purposes of the Fund.
- (c) Members of the general public are to be invited to make gifts of money or property to the Fund for the Fund=s purposes.
- (d) Money from interest on donations, income derived from donated property, and money from the realisation of such property are to be deposited into the Fund.
- (e) The Fund must not receive any money or property for other than the Fund=s purposes (for example, corporate sponsorship money).
- (f) A separate bank account is to be opened to deposit money donated to the Fund, including interest accruing on it, and gifts to it are to be kept separate from other funds of the Trustees.
- (g) Receipts are to be issued in the name of the Fund and proper accounting records and procedures are to be kept and used for the Fund.
- (h) The Fund is to be operated on a non-profit basis. None of the money or property accumulated by the Fund may be distributed to the Trustees or any committee appointed by the Trustees except as reimbursement for out-of-pocket expenses incurred on behalf of the Fund.
- (i) The Fund must be administered by the Trustees.

Investments

- 4. The Trustees must invest the Fund in a manner in which trustees are permitted to invest trust money by a Commonwealth, State or Territory law without special authorisation.
- 5. Section 14A of the Trustee Act 1925 does not apply to the Trustees.

Powers

- 6. The Trustees have and may exercise all the powers of a natural person including, but not so as to limit their powers, the following powers:
 - (a) to sell or otherwise deal with any part of the Fund;

- (b) to invest any part of the Fund in any manner authorised by this Deed;
- (c) to pay all expenses and outgoings in connection with the investment of the Fund or the management and administration of the Trust;
- (d) to improve, repair, maintain and insure any real or personal property forming part of the Fund;
- (e) to appoint, remove or suspend and fix the remuneration of and pay employees or other persons to do anything required for the investment of the Fund or the management and administration of the Trust;
- (f) to institute, defend or settle legal proceedings;
- (g) to compromise and settle all matters arising in relation to the Trust;
- (h) to enter into or be in possession of and manage any part of the Fund;
- (i) to borrow money with or without security;
- (j) to give any charge, mortgage or other security over any part of the Fund;
- (k) to lease property which is part of the Fund for any period and for any rent and upon any conditions which the Trustees consider desirable;
- (l) to supervise the management of any part of the Fund, including the power to repair, demolish, refurbish or construct buildings;
- (m) to guarantee or indemnify any person in relation to the payment of debts or the performance of obligations which arise from the exercise by the Trustees of their powers;
- (n) to acquire by purchase or otherwise any assets for the Fund;
- (o) to draw or accept any negotiable instrument;
- (p) to take any steps to obtain contributions to the Fund;
- (q) to pay reasonable and proper remuneration in any form to any person other than the Trustees; and

- (r) to do all other acts which are incidental or conducive to achieving the purposes of the Trust, whether alone or in partnership with any other person.

Decision making of trustees

- 7. Decisions of the trustees must be unanimous.

Retirement of Trustee

- 8. Any Trustee may retire as Trustee by giving two months' notice in writing to the Appointor.

Appointor – Appointment and Powers

- 9. The Appointor is the person named in clause 1 of this Deed.
- 10. If at any time there is no person who may exercise the Appointor's powers:
 - (a) the Appointor is such other person as the last surviving Appointor has appointed in writing or by will to be Appointor; or
 - (b) if the last surviving Appointor has not appointed another person, the Appointor is the survivor's legal personal representative.
- 11. If at any time there is no other person who may exercise the Appointor's powers, the statutory and other rights of removing and appointing a trustee may be exercised by the Trustees or by the Trustees' legal personal representatives or (if the Trustee is a corporation) the liquidator of the last surviving Trustee.
- 12. If in the written opinion of a registered medical practitioner, the Appointor is incapable of managing his or her affairs due to mental infirmity arising from disease or age, that person ceases to be an Appointor.
- 13. If at any time there is more than one Appointor, the Appointors must act jointly.
- 14. The Appointor has the power by instrument in writing at any time and from time to time:
 - (a) to remove any Trustee;
 - (b) to appoint any additional Trustee or Trustees;

- (c) to appoint a new Trustee or Trustee in the place of any Trustee who resigns or ceases to be a Trustee by operation of law;
- (d) to appoint a new Appointor subject to such terms and conditions as he or she may nominate to act in his or her place. A person appointed to act as Appointor by an Appointor has the same right of appointing a person to act as Appointor as the person who appointed him or her.

Indemnity of the Trustees

15. The Trustees are indemnified out of the Fund against any liability arising from the exercise of or the failure to exercise its powers (including liability for negligence) provided they act in good faith.

Reimbursement of the Trustees' costs and expenses

16. The Trustees may be reimbursed their reasonable out-of-pocket costs and expenses incurred in the establishment, administration and management of the Trust.

Accounts

17. The Trustees must:
- (a) keep accounting records which correctly record and explain the transactions and financial position of the Trust;
 - (b) keep accounting records so that:
 - (i) true and fair accounts of the Trust can be prepared from time to time;
 - (ii) its accounts can be conveniently and properly audited; and
 - (c) as soon as practicable after each year cause to be prepared a Statement of Assets and Liabilities of the Fund for the twelve months ended on 30 June of that year and a Statement of Income and Expenditure of the Fund for the twelve months ended on 30 June of that year (or in the case of the first period ended on 30 June following the establishment of the Trust for that period)

- (d) furnish, upon request by the Appointor, a copy of the Statement of Assets and Liabilities of the Fund and the Statement of Income and Expenditure of the Fund to the Appointor.

Trustees' Discretion Absolute

18. Subject to any contrary provision in this Deed, every discretion vested in the Trustees is absolute and uncontrolled and every power vested in the Trustees is exercisable in the Trustees' absolute and uncontrolled discretion.

Variation of Trust

19. The Trustees may by deed of variation amend or extend any of the powers or provisions in this Deed provided those amendments or extensions are consistent with the purposes for which the Trust is created.

Winding up the Trust

20. The Trustees may wind up the Trust at anytime they consider that it is no longer desirable to continue the Trust.
21. When the Trust is wound up all expenses and liabilities are to be paid out of the Fund.
22. The balance of the Fund must then be given to any other organisation or organisations the objects and purposes of which in the opinion of the Trustees are the same or similar to the purpose for which the Trust is created.
23. The Trustees are to decide in what proportions the balance of the Fund is to be given.

Notices

24. Any notice required by this Deed to be given to or served upon any person must be in writing and is sufficiently given or served:
- (a) if delivered personally;
 - (b) if sent by post addressed to the person to be served by name at his or her place of abode or business in which case it is taken to have been served on the second business day after the date of posting;

- (c) if an electronic copy of the notice is transmitted by electronic mail to an electronic mail address nominated by the person to be served. Any notice that is served electronically is taken to be served on the day that it is transmitted to the person to be served. However, if it is:
- (i) served after 5.00pm on any day, it is taken to have been served on the next day;
 - (ii) served on a Saturday, Sunday or public holiday, it is taken to have been served on the next day that is not a Saturday, Sunday or public holiday.

Minutes

25. The Trustees must keep minutes of all meetings.
26. Minutes are conclusive of the matters recorded if they are confirmed by the meeting following that to which the Minutes relate and are signed by the chairman.

Agents

27. The Trustees are not bound in any case to act personally but may employ any contractors, managers, solicitors, accountants, clerks or other employees or any agents to transact all or any business required to be done in relation to any asset of the Trust including the receipt and payment of money and the Trustees are to decide the remuneration to be allowed.

Governing Law

28. The laws of the State of New South Wales govern this Deed and the Trustees submit to the jurisdiction of the courts of that State.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by
DAVID ALEXANDER ASHTON SELDEN

David Selden
.....

in the presence of:

Andrew Eatough
.....
Signature of Witness

ANDREW EATOUGH
.....
Name of Witness (BLOCK LETTERS)

40, SHARLAND AVE, CHATSWOOD, NSW 2067
.....
Address & Occupation of Witness
IT DIRECTOR.

SIGNED by **KENNETH STEVEN LLOYD**

Kenneth Lloyd
.....

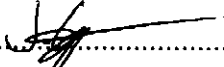
in the presence of:

Andrew Eatough
.....
Signature of Witness

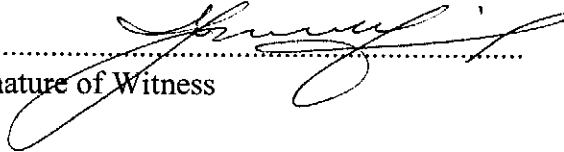
ANDREW EATOUGH
.....
Name of Witness (BLOCK LETTERS)

40 SHARLAND AVE, CHATSWOOD, NSW 2067
.....
Address & Occupation of Witness
IT DIRECTOR.

SIGNED by JONATHAN ALAN GUYER


.....

in the presence of:


.....
Signature of Witness

MIRANDA KWAN
.....
Name of Witness (BLOCK LETTERS)

425 VICTORIA AVENUE CHATSWOOD 2067.
.....
Address & Occupation of Witness