

AUSTRALIA-JAPAN WILDLIFE CONSERVATION AND EDUCATION FOUNDATION TRUST

Tetsuo Mizuno

**Australia – Japan Wildlife Conservation and Education Foundation
ACN 139 282 321**

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AUSTRALIA-JAPAN WILDLIFE CONSERVATION AND EDUCATION FOUNDATION TRUST

DATE

DETAILS OF PARTIES

Tetsuo (Teoh) Mizuno of 146 Haven Road, Pullenvale QLD 4069 (**Founder**)

Australia – Japan Wildlife Conservation and Education Foundation ACN 139 282 321
(**Trustee**)

BACKGROUND

- A. The Founder wishes to establish a Foundation for certain environmental purposes.
- B. The Founder has paid the Settled Sum to the Trustee to hold on the trusts outlined in this deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this document:

Accounting Period means the period from the date of this deed to the following 30 June and then each period of 12 months ending on 30 June in each year, or any other period that the Trustee decides.

Benefactor means any person who disposes of money or property to the Trustee by way of Gift.

Department means the Department of the Environment, Water, Heritage and the Arts of the Commonwealth of Australia or such Department as replaces that Department.

Fund means the Australia-Japan Wildlife Conservation and Education Foundation Public Fund.

Gift means:

- (a) any money or property that is voluntarily given to the Trustee and that does not confer a direct or indirect material benefit to the Benefactor, Founder or associate of the Benefactor, but excluding, by way of example, receipts such as government grants, receipts from sponsorships or commercial activities, and proceeds from raffles, charity auctions, fundraising dinners and membership fees; and
- (b) proceeds of sale of gifted property, any investments and investment returns from gifted money or property that continues to be part of the Fund.

Management Committee means the persons appointed to the Management Committee established in accordance with this Deed.

Purposes mean the purposes of the Foundation as set out in clause 2.

Queensland Audit Office means the Queensland Audit Office established by section 47(2) of the *Financial Administration and Audit Act 1977* (Qld).

Register of Environmental Organisations means an environmental organisation that has been placed on the Register of Environmental Organisations.

Settled Sum means \$100.

Trust means the Australia-Japan Wildlife Conservation and Education Foundation Trust.

1.2 Interpretation

In this deed unless the context requires otherwise:

- (a) the singular (including defined terms) includes the plural and the plural includes the singular, and words of any gender include all genders;
- (b) a reference to this deed means this deed as originally executed and as from time to time lawfully amended; and
- (c) a reference to any legislation or a provision of any legislation includes any amendment to that legislation or provision, any consolidation or replacement of that legislation or provision and any subordinate legislation made under that legislation.

1.3 Headings

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

2. PURPOSE OF THE TRUST

The Trust is established as an environmental organisation for the following Purposes:

- (a) conservation and protection of Australian and Japanese wildlife, including:
 - (i) implementation of independent activities, and support of the activities of government agencies, private sector organisations, and educational and research institutions, to protect native Australian and Japanese wildlife;
 - (ii) implementation and support of wildlife research to further understanding and enable the sustainable continuation of healthy wildlife populations;
 - (iii) support of wildlife rescuers, wildlife carers and other volunteers who participate in wildlife protection, and;
 - (iv) assistance for exchanges of people interested in wildlife conservation activities being undertaken in Australia and Japan to observe wildlife conservation activities and perform volunteer duties.
- (b) education regarding wildlife and its conservation and protection, including:
 - (i) establishment and implementation, independently and in cooperation with government agencies and wildlife conservation organisations, courses to foster professionals in environmental conservation activities, and volunteer preparatory courses and general knowledge courses for the general public;
 - (ii) development of educational materials for wildlife conservation;

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- (iii) presentation of the wildlife conservation activities being undertaken in Australia, Japan and other countries and provide information and education to the people of Australia and Japan, independently and in cooperation with government organisations and educational and research institutes;
 - (iv) support of the intake of study tours and volunteers from overseas and their stay in Australia;
 - (c) sale of wildlife conservation promotional products;
 - (d) publication of books and journals regarding wildlife conservation;
 - (e) conduct fundraising activities to support implementation of these Purposes;
 - (f) establish and maintain the public fund in accordance with clause 3; and
 - (g) all other activities related or incidental to the above
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3. THE PUBLIC FUND

3.1 Establishment of Fund

- (a) The Trustee must establish and maintain a public fund to be called the Australia-Japan Wildlife Conservation and Education Foundation Public Fund for the specific purpose of supporting the environmental objects/purposes of Australia-Japan Wildlife Conservation and Education Foundation.
- (b) The Fund is established to receive all Gifts for this purpose and any money received because of such Gifts must be credited to its bank account.
- (c) The Fund must not receive any other money or property into its account and it must comply with subdivision 30-E of the *Income Tax Assessment Act 1997*.

3.2 Objective of the Fund

The objective of the Fund is to support the Trust's Purposes.

3.3 Public to contribute

Members of the public are to be invited to make Gifts to the Fund.

3.4 Administration of Fund

Any Gifts to the Fund are to be held by the Trustee in accordance with the provisions of this deed and subject to the control of the Management Committee of the Fund.

3.5 Separate Bank Account

- (a) A separate bank account is to be opened to deposit money donated to the Fund, including interest accruing thereon, and gifts to it are to be kept separate from other funds of the Trust.
- (b) Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Fund's bank account.

3.6 Receipts

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.

3.7 Notification of changes

The Trust must inform the Department as soon as possible if:

- (a) it changes its name or the name of its Fund;
- (b) there is any change to the membership of the Management Committee of the Fund; or
- (c) there has been any departure from the model rules for Funds set out in the Guidelines to the Register of Environmental Organisations.

3.8 Winding-up of Fund

In case of the winding-up of the Fund, any surplus assets are to be transferred to another fund, with similar objects that is on the Register of Environmental Organisations.

3.9 Not-for-profit

The Fund will be operated on a not-for-profit basis.

4. THE MANAGEMENT COMMITTEE

4.1 Membership of Committee

- (a) The Management Committee for the Fund shall be made up of no less than three persons.
- (b) A majority of the members of the Management Committee must be persons who, because of their tenure of some public office or their position in the community, have a degree of responsibility to the community as a whole as distinct from obligations solely in regard to the environmental objectives of the Trust.
- (c) Any changes to the membership of the Management Committee are to be advised by the Trustees to the Department within a reasonable time following the making of the changes.

4.2 Meetings of the Management Committee

The procedures for conduct of meetings of the Management Committee shall be the same as those that govern meetings of the Trustees.

4.3 Responsibilities of the Management Committee

- (a) The Management Committee shall give such directions to the Trustees as are necessary to properly administer the Fund.
- (b) The release of monies from the Fund's account and the management of, and sale of, the Fund's assets must be authorised by the Management Committee.
- (c) Only members of the Management Committee can be signatories of the Fund's account.

5. INCOME AND PROPERTY

5.1 Application of Income and Property

- (a) The Trustee must hold and apply the Fund solely for the Trust's Purposes.
- (b) The Trustee must not apply the Fund, without first obtaining approval in writing of the Management Committee. Once Management Committee approval has been obtained, the Trustee must only apply the capital of the Fund in a way that Management Committee has approved.
- (c) The Trustee may, if they have first obtained the Management Committee's approval in writing, accumulate any annual income, or apply any accumulated income as annual income.
- (d) Unless otherwise expressly provided in this deed, no part of the Fund or the income may be paid, transferred or distributed, directly or indirectly, by way of bonus, fee or otherwise to the Trustees.

5.2 Special Power to Appoint Capital

- (a) Subject to clauses 2 and 5.4, the Trustee may, with the prior approval in writing of the Management Committee, apply the Fund:
 - (i) for any one or more of the Trust Purposes;
 - (ii) in any shares or proportions;
 - (iii) at any time;
 - (iv) anywhere in Australia; or
 - (v) by any disposition of some or all of the Trust Fund or its income which an absolute beneficial owner could make of his or her own property.

5.3 Transfers in Kind

With the Management Committee's prior approval in writing:

- (a) the Trustee may discharge in whole or in part any obligation to pay capital or income by transferring any asset of the Fund instead of paying money;
- (b) the Trustee may conclusively determine the value of any property to be transferred and may do so by entering the amount in the accounting records of the Trust; and
- (c) without limitation of other power conferred upon the Trustees, the Trustees may, without obtaining consent or a valuation, make any appropriation of property in its actual condition or state of investment which the law would enable the Trustees to make only with the consent of any person and at valuation.

5.4 Exclusion from Benefits

Neither the Founder nor any Trustee or former Trustee may become a beneficiary or directly or indirectly benefit from the Trust apart from indemnity remuneration or exemption from accounting for profits as permitted by this Deed. This provision may not be revoked or varied.

6. MANAGEMENT AND INVESTMENT GENERALLY

6.1 Powers to be Exercised for Foundation Purposes

The Trustee may only manage and invest the Fund for the Purposes and only:

- (a) when the Management Committee's prior approval in writing has been given and in a way which the Management Committee has approved; and
- (b) in a way which trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia.

6.2 Powers as if Owner

Subject to clauses 2, 5.4 and 6.1, in the management and investment of the Fund, the Trustee has all the power they would have if they beneficially owned the Fund. Any more specific grant of power by this deed or by any law is not to limit the generality of this clause.

6.3 Absolute Discretion

Subject to clause 6.1, every trust, power, authority and discretion of the Trustee:

- (a) is absolute and uncontrolled; and
- (b) may be exercised just as the Trustee could exercise it if the Trustee was absolutely entitled to the Fund

unless this deed requires that the Trustee first obtain the approval in writing to the Management Committee to the exercise of that trust, power, authority or discretion.

6.4 Delegation of Powers

The Trustee may, subject to obtaining the prior written approval of the Management Committee, without being responsible for any act or omission of any delegate or for any loss, delegate the exercise of their powers and discretions wholly or partially or subject to any limitations or restrictions to any person or persons.

No delegate of the Trustees need enquire whether the delegation remains in force of whether the Trustees are still alive or in existence.

6.5 Statutory Powers

The Trustees may, unless a contrary intention appears in this deed, exercise any power in relation to the Fund conferred by the laws of Queensland (and may do so inside or outside Queensland), or by the laws of any jurisdiction in which any asset of the Fund is located, but to the extent that any provision of any law restricts the scope of any power conferred by this deed, that provision is (so far as the law permits) expressly excluded and does not apply to the Fund.

6.6 Receipt of Money or Property

The Trustees may receive any money securities or property (including proceeds of sale or capital money) even if the money security or property is delivered to only one, or only some, of the Trustees. Receipt by the Trustees is a full discharge and completely excuses the person delivering the money securities or property to the Trustees from any

responsibility or liability for loss or misapplication of the money securities or property delivered. The Trustee to whom delivery is made may give a receipt which is conclusive evidence of receipt by the Trustees.

6.7 Investment Generally

The Trustees may, subject to obtaining the prior written approval of the Management Committee:

- (a) apply or invest any money forming part of the Fund in any investment whatever in any part of the world and in any currency whatever on any terms or conditions; and
- (b) vary any investment.

6.8 Wasting or Contributory Investments

The Trustee may, subject to obtaining the prior written approval of the Board:

- (a) retain any asset received by them in the same form without converting it into money or into non-wasting investments;
- (b) invest even if the investment is not income producing or is of a wasting or speculative nature;
- (c) lend monies free of interest or without security or on personal credit for any term or at call;
- (d) apply any monies from the Fund or incur any liability in acquiring any asset or benefit for use for the Purposes;
- (e) (even if the Trustees obtain a minority interest) join with others (whether acting as trustees or on their own account) in lending any monies or in making any investment or in exercising any of their powers of management or investment;
- (f) advance or invest monies from the Fund (even if the monies from the Fund are a minority interest) in conjunction with, and may mix those monies with, monies from another trust or trusts administered by the Trustees; and
- (g) enter any contract in relation to securities for the purposes of hedging or for speculation in any market.

6.9 Advice

The Trustees may, but are not obliged to, obtain advice from any professional person, or from any person the Trustees may consider to be qualified by ability or practical experience of financial matters, to advise concerning any proposed investment or proposed variation of investments. The Trustees are not liable to any other person for any act done or left undone by the Trustees in accordance with the advice.

7. TRUSTEE'S POWERS

7.1 Investment

The Trustee must invest money of the Trust Fund only in a way in which trustees are permitted to invest under the laws of Australia or of any state or territory of Australia.

7.2 Other Powers

The Trustee may:

- (a) change an investment for any others or vary the terms and conditions on which an investment is held;
- (b) sell or otherwise dispose of the whole or any part of the investments or property of the Fund;
- (c) borrow or raise or secure the payment of money and secure the repayment of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge, lien, encumbrance, debenture or other security, fixed or floating, over any present or future asset of any kind and wherever situated;
- (d) take and act on the opinion of a barrister practising in Australia in relation to the interpretation or effect of this deed or any of the trusts or powers of this deed without responsibility for any loss or error resulting from doing so, but this provision does not stop the Trustee from applying to a court of competent jurisdiction;
- (e) take any action for the adequate protection or insurance of any part of the Trust Fund;
- (f) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
- (g) subject to the trusts of this deed, generally:
 - (i) perform any administrative act; and
 - (ii) pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses of or incidental to the Fund or its management (whether or not the Trustee is under any legal obligation to make the payment) or in connection with the preparation, execution and stamping of this deed, as though the Trustee were the absolute owner of the Fund and the income of the Fund;
- (h) employ and pay or provide any benefit for any employee without being responsible for the default of the employee or for any loss occasioned by the employment;
- (i) engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement;
- (j) accept as part of the Fund any gifts (by will or otherwise), donations, settlements or other dispositions in money, moneys worth or property to or in favour of the Trust Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with them in any way that the Trustee may invest, apply or deal with the Fund under this deed;
- (k) decline or otherwise refuse to accept as part of the Fund any gift (by will or otherwise), donation, settlement or other disposition in money, moneys worth or property;

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- (l) manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any Eligible Charity to occupy the property on the terms and conditions the Trustee thinks fit; and
 - (m) do all other things incidental to the exercise of the Trustee's powers under this deed.

7.3 Powers are Supplementary

The powers and discretions in clause 7.2 are to be treated as supplementary or additional to the powers vested in trustees by law.

8. ACCOUNTS AND AUDIT

8.1 Accounting Records

The Trustee must keep:

- (a) proper written financial records relating to the Trust:
 - (i) setting out fully the assets of the Fund and the income derived from the Fund;
 - (ii) correctly recording and explaining its transactions as Trustee and the financial position of the Trust;
- (b) the Trustee must keep the financial records of the Trust so that true and fair financial statements of the Trust can be prepared from time to time and audited;
- (c) the Trustees must promptly after the close of each Accounting Year prepare a balance sheet, a list of assets held and a statement of income and expenditure and deliver a copy of these accounts and statements to the Management Committee without two months of the end of the Accounting Year; and
- (d) the Trustees may retain and pay others to do anything required by the clause.

8.2 Accounting Purposes

- (a) Except to the extent that the Trustee decides otherwise, the Trustee must determine the annual income by ascertaining the amount which for the same period is the net income of the trust estate for the purposes of the *Income Tax Assessment Act 1936* (Cth).
- (b) Despite any contrary principle of law usually applied to trust funds, the Trustees may allocate any receipt or expense to income or capital in accordance with the principles applied for the purpose of income or capital taxes (if any) payable or potentially payable by the Trustee or by any charity.
- (c) The Trustees may determine that any rebate or deductions available to the Trustees or to any charity for the purpose of income or capital tax may be treated as an amount received or derived or as an expense incurred by the Trust even if under the principles of law usually applied to trust funds no amount would have been received or derived or no expense incurred.

- (d) The Trustees may:
 - (i) determine to account separately for dividend income or income from any particular source or sources derived during the Accounting Period; and
 - (ii) allocate dividend income or income from any particular source or sources separately to any charity to whom income becomes payable pursuant to clause 5.1 or otherwise.

8.3 Books and Vouchers

- (a) The Trustees must preserve all financial records (including all computerised records).
- (b) Any retiring Trustee must hand over to the continuing Trustees financial records or other property whatever relating to the Trust.

8.4 Appointment of Qualified Person as Auditor

The Trustees must appoint an Auditor who:

- (a) is approved of in writing by the Management Committee;
- (b) is a registered company auditor or the Queensland Audit Office;
- (c) has consented to the appointment;
- (d) is not a relative of the Trustee; and
- (e) where a Trustee is a body corporate, is not:
 - (i) an associate or officer of that Trustee;
 - (ii) a partner employer or employee of an officer of the body corporate; or
 - (iii) a partner or employee of an employee of:
 - (A) an officer of the body corporate; or
 - (B) a member of the body corporate.

8.5 Change of Auditor

The Auditor may resign and the Trustees may with the prior approval in writing of the Management Committee remove the Auditor, but the Trustees must then replace the Auditor.

8.6 Auditors Report

The Auditor must report to the Trustees and the Management Committee as to whether the financial statements and notes for the year:

- (a) comply with any applicable law;
- (b) give a true and fair view of the financial position and performance of the Trust; and
- (c) are made out in accordance with applicable accounting standards.

If not of that opinion, the Auditor must say why not.

8.7 Comments of Auditor

The Auditor must also in his or her report:

- (a) if in the Auditor's opinion the financial statements do not comply with an applicable accounting standard – to the extent that it is practicable to do so, quantify the effect of that non-compliance on the financial statements, and if it is not practicable to quantify the effect fully say why not;
- (b) describe any defect or irregularity in the financial statements;
- (c) state (giving particulars of any deficiency failure or shortcoming in respect of any of these matters) whether:
 - (i) the Auditor has been given all information, explanations and assistance he or she needed for the conduct of the audit;
 - (ii) the Trustees have kept financial records sufficient to enable financial statements to be prepared and audited; and
 - (iii) the Trustees have kept any records required by law, and other proper records (including minutes).

9. PROCEEDINGS OF THE TRUSTEES

9.1 Meetings

- (a) The Trustees may meet, adjourn and regulate their meetings as they think fit, but must meet at least once every three months. The Management Committee may nominate one Trustee as chairman who may, if deliberative votes are equal, exercise a casting vote.
- (b) The quorum for a meeting of the Trustees will be at least one-half the number of Trustees.
- (c) Decisions of the Trustees are to be by majority vote of those present and voting.
- (d) A Trustee may put forward a submission or recommendation to a meeting of Trustees even if that Trustee will not be present at that meeting.
- (e) A meeting of the Trustees may be convened by the Chairman, or by any two Trustees.
- (f) The chairman may convene a meeting of Trustees by telephone, provided that all Trustees participating in the meeting are able to hear and be heard.
- (g) The Trustees may act by minute signed by a majority of Trustees, either on the original, or on any number of counterparts, and that minute will be effective on the date it was signed by the last Trustee constituting the majority.

9.2 Minutes

- (a) The Trustees must keep minutes of:
 - (i) all appointments, retirements and removals of Trustees;

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- (ii) the names of each Trustee present at any meeting of the Trustees;
 - (iii) all proceedings at meetings of the Trustees; and
 - (iv) all determinations of the Trustees relating to the Fund.
- (b) The minutes must be authenticated by the signature of the chairman of the meeting they records, or by the chairman of the next meeting.
- (c) The Trustees may, subject to obtaining the prior approval in writing of the Management Committee, by resolution adopt any regulation concerning minutes which may vary the procedures set out in this clause.
- (d) A copy of a minute (signed or unsigned) of a decision of the Trustees certified by one Trustee to be a true minute of an appointment or determination is conclusive evidence that the appointment or determination was duly made and is conclusive and binding on all charities and on all persons having any dealings with the Trustees.

9.3 Mode of Appointment or Determination by Trustees

The Trustees may make any appointment or determination for the purposes of this deed orally or in writing.

9.4 Reasons for and Records of Exercise of Discretion

The Trustees need not:

- (a) give reasons for any decision; or
- (b) produce any document relating to a decision of the Trustees to exercise or refrain from exercising a discretion.

9.5 Questions of Doubt

The Trustees may, subject to obtaining the prior approval in writing of the Management Committee, determine any doubt, difficulty or question arising under or in relation to the Trust or any power. The determination (express, or implied from action) of the Trustees is, in those circumstances, binding upon all persons interested in the Trust.

9.6 Counsel's Opinion

- (a) The Trustees may, subject to obtaining the prior approval in writing of the Management Committee, act upon the opinion of any solicitor or counsel of not less than five years standing practising in the Supreme Court of Queensland in relation to the interpretation of this deed or of any document or statute or as to the administration of the Trust without being liable to any act done or left undone by the Trustee in accordance with that opinion.
- (b) Nothing in this clause prohibits the Trustees, upon obtaining the approval in writing of the Management Committee from applying to the Court.

10. TRUSTEE AND BOARD IMMUNITIES

10.1 Limited Liability

Neither a Trustee nor the Management Committee is liable for any loss unless the loss arises from his, her or its own fraud (in the common law sense) or knowing and wilful breach of trust. In the absence of such fraud or knowing and wilful breach of trust by a Trustee or the Management Committee, that the Trustee or the Management Committee is not liable for any loss to the Fund or to the annual income or to any person or charity:

- (a) arising from negligence or want of prudence;
- (b) arising by reason of any improper investment;
- (c) from the negligence or fraud of any agent or delegate employed by the Trustee or by any prior Trustee although the employment of that agent or delegate was not strictly necessary or expedient;
- (d) arising from any mistake or omission made by the Trustee or the Management Committee; or
- (e) arising from any other matter or thing.

10.2 Trustee and Management Committee Discretions

Neither a Trustee nor the Management Committee will be liable for any loss or damage arising from the exercise or failure to exercise any power or discretion of the Trustees or the Management Committee.

10.3 Receipt Discharges Trustees

It is an absolute discharge to the Trustees (who need not to see how any monies or assets are applied) for any monies paid or assets transferred to any place in the world to have:

- (a) the receipt of a proper officer of a charity;
- (b) a bank deposit slip or receipt for any moneys paid into a bank account;
- (c) a receipt for any moneys on loan or deposit with or otherwise invested in any body corporate wherever incorporated or with any person wherever carrying on business;
- (d) the receipt of any trustee of any trust or settlement; or
- (e) a discharge by any other lawful means for any moneys paid by them.

10.4 Responsibility for Co-Trustees

- (a) Any Trustee may, with the prior approval in writing of the Management Committee, delegate any of its functions to another Trustee.
- (b) The receipt of one Trustee will be sufficient discharge for any person dealing with the Trust.
- (c) No Trustee is liable for the act or default of another Trustee.

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- (d) No Trustee is liable for permitting another Trustee to receive or hold any part of the Fund or for handing over any part of the Fund to another Trustee.
 - (e) A Trustee who is directly or indirectly interested in any decision may (but need not) refrain from joining in that decision except as a formal party.

10.5 Dealings with the Trustee

Except in the case of fraud (in the common law sense) by the person concerned:

- (a) no person contracting or dealing with the Trustees:
 - (i) need ascertain the terms of the Trust or whether the Trustees have retired or been removed from the Trust; or
 - (ii) need ascertain whether any contract or dealing by the Trustees is proper or is authorised by this deed or is for the benefit of the Fund or of all or any one or more of the Purposes, and is not affected by actual knowledge or by direct or constructive or imputed notice of any impropriety lack of authority or benefit.
- (b) so far as a person contracting or dealing with the Trustees is concerned, all contracts and dealings are authorised by this deed.

11. APPOINTMENT AND RETIREMENT OF TRUSTEES

11.1 Variation of Office

A Trustee automatically vacates office if and when he or she:

- (a) dies;
- (b) becomes a bankrupt or insolvent;
- (c) becomes mentally incapable;
- (d) resigns by notice in writing;
- (e) is absent without leave of the Trustees from meetings of the Trustees held during any period of six months or more; or
- (f) is, with the prior approval in writing of the Management Committee, removed by a resolution of at least two-thirds of the Trustees.

11.2 Appointment of Trustees

- (a) The Management Committee may appoint additional or replacement Trustees by deed or by instrument in writing or in any other manner the Management Committee determines.
- (b) Trustees may be appointed or removed in accordance with the laws in force in Queensland as modified by this deed.

11.3 Position of New Trustee and Retiring Trustee

- (a) A new Trustee has the same powers authorities and discretions as a trustee appointed by this deed.

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- (b) Upon vacation of his or her office a Trustee must do all that is needed to vest the assets of the Trust in the new or continuing Trustee or Trustees but otherwise is discharged from the Trust.

11.4 Powers of Trustee regarding Management Committee Approval

Despite any other provision of this Deed, any approval of the Management Committee to an act of the Trustees may be given before, at the same time as, or after the act of the Trustees.

12. GENERAL POWERS OF TRUSTEES

The Trustees shall have the same powers as set out in the Deed establishing the Trust provided that the Trustees shall not be entitled to exercise any power other than in accordance with the direction of the Management Committee and in accordance with the terms of this Deed.

13. COMPLIANCE WITH MINISTERIAL RULES

The Foundation agrees to comply with any rules that the Treasurer and the Minister with responsibility for the environment may make to ensure that gifts made to the fund are only used for its principal purpose.

14. STATISTICAL INFORMATION

- (a) Statistical information requested by the Department on donations to the Fund will be provided within four months of the end of the financial year.
- (b) An audited financial statement for the Foundation and its Fund will be supplied with the annual statistical return. The statement will provide information on the expenditure of Fund monies and the management of Fund assets.

15. CONDUIT POLICY

Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the Trust and not be influenced by the preference of the donor.

16. NOT-FOR-PROFIT

The income and property of the Foundation shall be used and applied solely in promotion of its objects and no portion shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or by way of profit to members, directors, or trustees of the Foundation.

17. GENERAL

17.1 Variation of the Deed

The Trustees may resolve to vary or modify all or any of the provisions of this Deed provided that no variation or modification:

- (a) changes the objects of the Fund,
- (b) changes the rules of the Fund unless prior approval has been obtained from the Department of the Environment and Heritage,

- (c) effect the deductibility of donations made to the Fund; or
- (d) confer any benefit of the Trustees which is not permitted under this Deed.

17.2 Charitable Trust

The Trust is a perpetual trust established solely for the purpose of supporting the Foundation's purposes unless it is terminated in accordance with clause 17.3.

17.3 Termination of Trust

The Trustees may terminate the Trust. Upon such termination the Trustees must apply and distribute the surplus capital of the Fund together with all accrued income in accordance with clause 3.8.

17.4 Governing Law

This Deed is governed by the law in force in Queensland.

Execution

Executed as a deed.

SIGNED SEALED AND DELIVERED by
Tetsuo Mizuno, in the presence of:

Ikuko Kaya
Signature of witness

IKUKO KAYA
Name (BLOCK LETTERS)

T. Mizuno
Signature of party

TETSUO MIZUNO
Name (BLOCK LETTERS)

10/10/09
Date signed

EXECUTED by Australia – Japan
Wildlife Conservation and Education
Foundation ACN 139 282 321:

T. Mizuno
Signature of director

TETSUO MIZUNO
Name (BLOCK LETTERS)

J. Mizuno
Signature of director

JULIA MIZUNO
Name (BLOCK LETTERS)

9-10-09
Date signed