

THIS DEED is dated the 26th day of August 2013

BETWEEN

TONG-WOOK SHINN ("the Settlor")

JOHN YANG, HO CHANG LEE, JUDY YUN, TONG-WOOK SHINN ("the Trustees")

BACKGROUND

- A. The Settlor wishes to establish a charitable trust for the purposes more particularly set out in this Deed.
- B. The Trustees have agreed to become the Trustees of such a trust upon the terms and with and subject to the powers and discretions set out in this Deed.
- C. The Settlor has paid to the Trustees and the Trustees acknowledge receipt of \$100.00 ("the Trust Fund") upon the terms and with and subject to the powers and discretions set out in this Deed.
- D. It is anticipated that further money, property and investments may from time to time be acquired by the Trustees for the purposes of the Trust.

THIS DEED WITNESSES

1. Name

The name of the Trust is Korean Scholarship Trust ("the Trust").

2. Office

The office of the Trust shall be at 39 Carlton Mill Road, Merivale, Christchurch or such place as the Trustees may determine.

3. Acknowledgement of trust

The Trustees acknowledge that the Trustees will hold the Trust Fund on the trusts and with the powers set out in this Deed and implied by law.

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4. Incorporation of trust

- 4.1. The Trustees shall, following the execution of this Deed incorporate as a Board under the Charitable Trusts Act 1957, and in any reference to "Trustees" in this Deed shall be deemed to mean and refer to "the Board" which is constituted under the provisions of the above Act.
- 4.2. The name of the board shall be the Korean Scholarship Trust Board ("the Board").

5. Purposes and Objects

- 5.1. The first purpose of the Trust is to advance education by:
 - 5.1.1. Providing scholarships and prizes for academic achievement of Korean students in Christchurch;
 - 5.1.2. Providing scholarships and prizes for other areas of achievement (for example sports, music & culture, community services) of Korean students in Christchurch; and
 - 5.1.3. Developing the character of Korean students in Christchurch.
- 5.2. The second purpose of the Trust is to benefit the local community by:
 - 5.2.1. Promoting Korean's contribution to New Zealand; and
 - 5.2.2. Providing funds or prizes for people or organizations who significantly contributing to the local communities.
- 5.3. If the Korean Scholarship Trust is replaced by any one or more juridical entities over a period of time, then such replacement entity or entities will become the Charitable Purpose, and every reference in this Deed to the Korean Scholarship Trust will be deemed to be a reference to such replacement juridical entity or entities as the case may be.

6. Members of the Board

6.1. Numbers

The Board shall consist of not less than three (3) and no more than ten (10) members. The initial members of the Board shall be the signatories to this Deed.

6.2. Term of the Board

Unless otherwise specified in this Deed each member of the Board shall hold office for a term of one year, or until she or he dies, or is declared bankrupt, or shall have his or her property affairs managed under the Protection of Personal and Property Rights Act 1988 upon the grounds of lack of competency to manage those affairs, or is a 'patient' as defined in s 2 of the Mental Health (Compulsory Assessment and Treatment) Act 1992, or indicates in writing that she or he wishes to resign from the Board. Any retiring member shall be eligible for re-appointment.

6.3. Appointment of new member

The power of appointment of replacement members is vested in the Board which may exercise the following powers:

6.3.1. Additional member: to appoint at any time or times an additional member or additional members; or

6.3.2. Reappoint : to reappoint any retiring or retired member as member.

6.4. Termination of membership

The Board may, by a motion decided by a two-thirds majority of votes, terminate a member's membership of the Board if it believes that such action is in the best interest of the Trust.

7. Powers

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

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- 7.1. to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and to attain the charitable purposes of the Trust; and
- 7.2. to use the fund of the Trust as the Board thinks necessary or proper in payment of the costs and expenses of the Trust; and
- 7.3. to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit; and
- 7.4. to borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the Board thinks fit; and
- 7.5. to seek, accept and receive donations, grants, gifts and other forms of income.

8. Income, benefit or advantage to be applied to charitable purposes

Any income, benefit or advantage shall be applied to the charitable purpose of the Trust and shall not extend to any non-charitable purposes.

9. Influence


No member of the Board or person associated with a member of the Board shall participate in, or materially influence, any decision made by the Trust in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever, except where that income, benefit or advantage is derived from:

- 9.1. Professional services to the Trust rendered in the course of business charged at no greater rate than current market rates; or
- 9.2. Interest on money lent at no greater rate than current market rates.
- 9.3. The provisions and effect of this clause shall not be removed from this Deed and shall be included and implied into any document replacing this Deed.

10. Proceedings of the Board

10.1. Meetings

The Board shall meet at such times and places as it determines, and shall elect a


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chairperson from amongst its members at its first meeting and at every subsequent annual general meeting.

10.2. Chairperson

The chairperson shall preside at all meeting of the Board at which she or he is present. In the absence of the chairperson from any meeting, the members present shall appoint one of their members to preside at that meeting.

10.3. Quorum

At any meeting of the Board a majority of members shall form a quorum and no business shall be transacted unless a quorum is present.

10.4. Voting

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this Deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.

11. Accounts

11.1. True and fair accounts

The Board shall keep true and fair accounts of all money received and expended.

11.2. Audit

The Board shall, as soon as practicable after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be audited by an auditor appointed for that purpose and the audited accounts shall be made available to the public.

12. Power to delegate

12.1. Power to delegate

The Board may, from time to time, appoint any committee and may delegate any of

its powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

12.2. Delegate bound

Any committee or person to whom the board has delegated powers or duties shall be bound by the charitable terms of the Trust.

12.3. Delegation revocable

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

12.4. Delegate need not be trustee

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

13. Common seal

The Board shall have a common seal which shall be kept in the custody of the secretary, or such other officer as shall be appointed by the Board, and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of, and accompanied by the signature of, two members of the Board.

14. Alteration of deed

The Board may, by consensus or pursuant to a motion decided by a two thirds majority of votes, by supplemental deed, make alterations or additions to the terms and provisions of this Deed provided that no such alteration or additional shall:

14.1. Take effect unless it is confirmed by resolution of the Trust Board; and

14.2. Detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not

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exclusively charitable.

15. Limitation of trustee liability

No Trustee or former Trustee acting or purporting to act in the execution of the trusts of this Deed shall be under any personal liability for any loss arising, whether directly or indirectly, from the execution of the Trust not attributable to:

- 15.1. The dishonesty of the Trustee, or
- 15.2. The dishonesty of the servants of the Trustee, or
- 15.3. A wilful commission or omission by the Trustee or by the servants of the Trustee of any act known by the Trustee or such servants to be a breach of trust.
- 15.4. No Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee for any breach or alleged breach of trust committed by a co-Trustee or former Trustee.
- 15.5. Each Trustee or former Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising out of or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or the dishonesty of the servants of the Trustees or to the wilful commission or omission by that Trustee or by servants of the Trustee of any act known by that Trustee to be a breach of trust.

16. Distribution of trust

Notwithstanding the provisions of this Deed, in the event that the juridical entity presently known as the Korean Scholarship Trust ceases to exist at any time during the term of the Trust, and if the Korean Scholarship Trust is not replaced by any one or more juridical entities, then the Trustees may, in accordance with any conditions or procedural requirements specified in this Deed, resolve that the Trust shall be terminated and the Trust Fund distributed in full as to both capital and income. Upon the arrival of such distribution date as may be fixed, the Trustees shall hold both the capital and income of the Trust Fund which then remains for the benefit of the charitable organisation which the Trustees shall decide by way of final resolution.

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SIGNED AS A DEED

SIGNED by the said)
TONG-WOOK SHINN)
as the Settlor in the presence of:-)



Witness Signature: _____


Witness Name: _____

Witness Occupation: Seong Sik (Michael) Yoon
Enrolled barrister and solicitor
of the High Court of New Zealand

Witness Address: _____

SIGNED by the said)
JOHN YANG)
as the Trustee in the presence of:-)



Witness Signature: _____


Witness Name: _____

Witness Occupation: Seong Sik (Michael) Yoon
Enrolled barrister and solicitor
of the High Court of New Zealand

Witness Address: _____

SIGNED by the said)
HO CHANG LEE)
as a Trustee in the presence of:-)



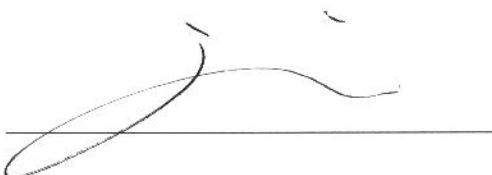
Witness Signature: 


Witness Name: _____

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Enrolled barrister and solicitor
of the High Court of New Zealand

Witness Address: _____

SIGNED by the said)
JUDY YUN)
as a Trustee in the presence of:-)



Witness Signature: 

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