

FMANZ FOUNDATION

DEED of TRUST

15th December 2010

Table of Contents

Declaration	3
1.0 Name	3
2.0 Office	3
3.0 Purposes	4
4.0 Interpretation	4
5.0 Trustees Terms and Succession	5
6.0 Powers and Conduct of the Trustees	6
7.0 Administration of the Trust	7
8.0 Indemnity of the Trust Board	8
9.0 No personal profit	8
10.0 Variations to the Trust Deed	8
11.0 Dissolution of the Trust	8
Signature page	9

THIS DEED made the fifteenth day of December 2010

BETWEEN The Facilities Management Association of New Zealand Incorporated
(hereinafter referred to as the Settlor)

of the one part

AND Valerian Moraes, Mark Raymond Sinclair, Jonathan Charles Jepson and
Jason Graeme Happy (hereinafter referred to as the Initial Trustees)

of the other part

WHEREAS the Settlor is a body registered on 22 October 2008 under the Incorporated Societies Act 1908 and desires to execute this deed for the purpose of recording the Trust and the conditions on which the Assets of the Trust so created are held

AND the Settlor is desirous of establishing a Charitable Trust under the provisions of the Charitable Trusts Act 1957 to give effect to the exclusively charitable purposes referred to herein and the Trustees have resolved that a Trust be established for such purposes

AND the Settlor has made an immediate settlement in the sum of TEN DOLLARS (\$10.00) and has paid the same to the Trustees to be held by the Trustees upon subject to and together with the Trust's powers and provisions hereinafter set forth as the Trustees do hereby acknowledge

AND the parties hereto deem it expedient that the Trust upon which the said settlement has been made and any further property that may be received by the Trustees should be declared and have agreed to enter into these presents for such purpose

NOW THEREFORE THIS DEED WITNESSETH and IT IS HEREBY AGREED AND DECLARED :-

1.0 Name

The Trust created by this deed shall be known as **EMANZ FOUNDATION**

2.0 Office

The office of the Trust shall be such place as the Trust Board shall from time to time decide

3.0 Purposes

The Trust fund both capital and income from time to time arising therefrom at the Trustees discretion shall be used solely for charitable purposes and objects within New Zealand

- 3.1** To advance education by providing scholarships and prizes for academic achievement and encouraging, supporting and developing programmes for continued educational development within or associated with facilities services and management.
- 3.2** To provide a resource for sharing of facilities related information and to encourage and support research and the interpretation and dissemination of results to the public.
- 3.3** To provide a forum accessible to the public for the development of individual capabilities, competencies, skills and understanding in facilities related areas.
- 3.4** To promote public health by supporting and educating the public on improved health within buildings and protection and safety of human life within the built environment.
- 3.5** To protect the environment by promoting and encouraging projects for sustainable building management and use.
- 3.6** To relieve poverty by providing relief by way of education or rehabilitation programmes to persons, or dependants of persons, who are or have been associated with facilities management and who are poor, in need, aged or suffering genuine hardship due to physical or mental sickness, disability or incapacity.

4.0 Interpretation

Unless inconsistent with the context the following interpretations shall apply

- 4.1** “the Trustees” means the Trustees of the Foundation for the time being whether the Initial Trustees appointed hereunder as the first Trustees of the Foundation or the Trustees subsequently appointed pursuant to this Deed.
- 4.2** “the Trust Board” means, when the Trustees obtain incorporation as a board under the provisions of the Charitable Trusts Act 1957, the persons who are for the time being the Trustees of the said Trust so created.
- 4.3** “the Trust fund” means and includes the said funds and moneys and investments for the time being representing the same which said funds moneys and investments together with all or any property real or personal and all other assets which are paid assured set over or transferred to the Trustees at the time of the constitution of the Trust and all moneys and other assets received by the Trustees hereafter and the income derived from the investment thereof.

- 4.4** “Charitable purposes” shall have the definitions stated in the Charities Act 2005 and “Charitable entity” shall be similarly defined.
- 4.5** “the Foundation” means the Trust created by this Deed.
- 4.6** “Dependant” means a wife, widow, husband, widower, former wife, former husband, civil union partner, child (including adopted child) or any other person who is, or was, at the sole discretion of the Trust Board being maintained wholly by the person under consideration.
- 4.7** “Financial year” shall mean the period from 1st April in each year to 31st March of the following year.
- 4.8** Contents pages and headings to clauses are for convenience only and are not part of the content of this Deed.
- 4.9** Words importing the singular include the plural and *vice versa* and words supporting one gender include the others.

5.0 Trustees Terms and Succession

The number of Trustees under this Deed shall be no less than three and no more than fifteen and the provisions of this clause shall apply to establish succession and the terms of office.

- 5.1** The Initial Trustees named herein shall immediately seek to register as a Board under the Charitable Trusts Act 1957 and, on completion of such registration, shall be joined by the remaining elected members for the time being of the Board of the Facilities Management Association of New Zealand Incorporated and such Board members shall become *ex officio* the Trustees of the Foundation.
- 5.2** Any Trustee appointed under 5.1 above who ceases to be a member of the Board of the Facilities Management Association of New Zealand Incorporated shall *ipso facto* cease to be a Trustee under this clause and any new member of that Board shall, unless prohibited, be appointed a Trustee under this Deed for so long as he or she remains a member of that Board.
- 5.3** The Trust Board has the power under this Deed
- 5.3.1** to appoint at any time an additional Trustee or Trustees in this Deed up to a maximum of seven in addition to the *ex officio* Trustees
 - 5.3.2** to appoint any retiring or retired Trustee as an advisory Trustee under this Deed.
 - 5.3.3** to remove any Trustee appointed under 5.3.1 or 5.3.2.
- 5.4** Trustees appointed under clause 5.3.1 or 5.3.2 shall hold office for a term of three years from the date of their appointment except that the Trust Board may prescribe a lesser term for any reason. Trustees so appointed may be reappointed at the end of the term if the Trust Board so decides.

5.5 Any Trustee will automatically cease to hold office if that Trustee

5.5.1 retires from office by giving written notice to the Trust Board or any person designated as Secretary to the Foundation.

5.5.2 is or becomes disqualified from being an officer of a charitable entity under Section 16 of the Charities Act 2005.

5.5.3 becomes physically or mentally incapacitated to the extent that, in the opinion of the Trust Board, he or she is unable to perform the duties of a Trustee adequately.

6.0 **Powers and Conduct of the Trustees**

The Trustees named herein shall immediately seek to register as a Board under the Charitable Trusts Act 1957 and until such registration is effected the Trustees shall have and shall exercise all the powers of the Trust Board and manage the affairs of the Foundation in accordance with the terms of this Deed as if they were so incorporated.

6.1 The Trust Board in controlling the business and affairs of the Foundation shall have all the powers and privileges of a natural person to manage, administer, and invest any of the Trust assets and, within the confines of this Trust Deed and the requirements of the Charities Act 2005, may deal with the Trust assets as if the Trustees were the absolute owners of, and beneficially entitled to, the Trusts assets and may procure or do any act or thing or enter into any obligation including, without limitation, exercising powers to borrow and raise money and to give guarantees or securities. The decisions of the Trust Board shall bind the Foundation.

6.2 The Trust Board may employ and pay any person to do any act required to be done for the purposes of the Foundation and, without limiting the generality of this and unless the Trust Board directs otherwise, the Secretary/Treasurer of the Facilities Management Association of New Zealand Incorporated shall perform these services for the Trust Board and shall be responsible for the custody of the records of the Foundation.

6.3 All moneys received shall be paid to the credit of the Trust at such trading or savings bank as the Trust Board shall from time to time appoint and cheques and other negotiable instruments on the bank account shall be signed by the Treasurer and one Trustee or such other two Trustee signatories as the Trust Board may from time to time decide. The Treasurer shall maintain proper books of account in which shall be kept true and complete accounts of the affairs and transactions of the Trust Board. The books of account shall be kept at the Trust Board's office or such other place or places as the Trustees think fit and shall always be open to the inspection of any Trustee.

6.4 The Trust Board shall absolutely determine the affairs of the Foundation and shall meet as required to conduct the business of the Foundation. Any three Trustees may request a meeting by written notice to the Secretary or Chairperson and a meeting must then be convened within 14 days.

- 6.5** A quorum shall consist of 5 Trustees present in person or linked to participate by collaborative electronic technology except where if the number of Trustees falls below this number the continuing Trustees may act for the purpose of increasing the number of Trustees but for no other purpose.
- 6.6** The Trust Board shall elect a Chairperson from among their number who shall preside at all meetings unless the Chairperson is not present at the meeting in which case this duty shall pass to another Trustee elected by the remaining Trustees present at the meeting. In the event of an equality of votes on any motion before the Trust Board the Chairperson shall have a second or casting vote.
- 6.7** Trust Board meetings may be conducted by collaborative electronic technology. Any decision of the Trust Board will be binding if confirmed by a majority of Trustees by a resolution in writing or other electronic means. Such resolution shall be as valid and effectual as if it had been passed at a meeting of Trust Board duly convened and held. Any such resolution may consist of several documents in like form each confirmed by the majority of Trustees.

7.0 Administration of the Trust

- 7.1** The Secretary/Treasurer or other person nominated by the Chairperson shall record and keep minutes of all meetings of the Trust Board and Foundation.
- 7.2** Such minutes, after acceptance at the next meeting, shall be retained with the records of the Foundation and shall be available to any Trustee on request.
- 7.3** The Secretary/Treasurer will prepare and present completed financial accounts to the Trust Board within eight weeks of the end of each financial year.
- 7.4** No auditor shall be appointed and the annual accounts shall not be required to be audited unless a majority of Trustees shall require such audit and any Auditor so appointed is not required to be a member of the Institute of Chartered Accountants of New Zealand unless specifically required by vote of the majority of Trustees but shall be a person of reasonable accounting competence.
- 7.5** Funds paid to or received by the Foundation shall be deposited to the credit of the Foundation at such bank or banks as the Trust Board may from time to time decide. All disbursements in excess of twenty dollars shall be made by cheques drawn or electronic transfers from such bank or banks as the Trust Board may from time to time decide and shall be signed or transferred by any two of three or more persons nominated by the Trust Board for that purpose.
- 7.6** The Foundation shall have a common seal which shall not be affixed to any document except pursuant to a decision of the Trust Board and in the presence of the Secretary/Treasurer and witnessed and countersigned by any one other member of the Trust Board.

8.0 Indemnity of the Trust Board

The Trustees, Secretary/Treasurer and other officers if any shall be indemnified by the Foundation from and against all losses and expenses incurred by them in or about the discharge of their respective duties except such loss and expense as arises from a known breach of this Trust Deed or from their own wilful default.

9.0 No personal profit

9.1 No part of the income or property of the Foundation shall be paid or transferred directly or indirectly by way of profit to any Trustee provided that nothing herein contained shall preclude any payment to a Trustee for services rendered or goods supplied in the normal course of any Trustee's business or payment of interest at not greater than market rates on money borrowed from any Trustee or reasonable and proper rent on any premises let by any Trustee to the Foundation.

9.2 No Trustee or any person associated with a Trustee shall participate in or materially influence any decision made by the Trust Board in respect of the payment to or on behalf of that Trustee or associated person of any income, benefit or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arms length (open market value) transaction.

9.3 No Trustee shall receive any remuneration for their services as a Trustee but a Trustee or other officer of the Foundation may be reimbursed for such reasonable travelling, accommodation and other expenses incurred in the performance of his or her duties as the Trust Board may from time to time decide.

9.4 All income, benefit, or advantage must be used to advance the charitable purposes of the Foundation.

10.0 Variations to the Trust Deed

The Trust Board may by unanimous resolution amend the terms of this Deed from time to time but no such amendment shall detract from the exclusively charitable nature of the Trust or enable the funds or assets to be applied to other than legally charitable purposes within New Zealand and every such addition, alteration and revision shall be notified as required by the Charitable Trusts Act 1957 and shall not be such as to derogate in any way whatsoever from any registered status granted under the Charities Act 2005.

11.0 Dissolution of the Trust

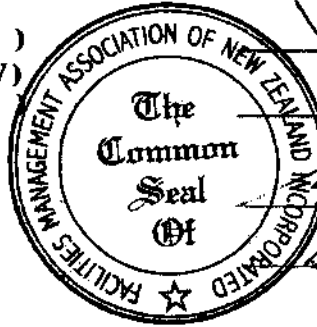
The Foundation may be wound up if in the unanimous opinion of the Trust Board it shall be no longer possible or desirable to carry out the objects of the Trust.

If a decision is made to wind up or dissolve the Foundation and any property remains after the settlement of the Foundation's debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

IN WITNESS WHEREOF

these presents have been executed this fifteenth day of December 2010

SIGNED for and on behalf of FACILITIES)
MANAGEMENT ASSOCIATION OF NEW)
ZEALAND INCORPORATED as Settlor



Valerian Moraes Director

Valerian Moraes Name

Brian Happy Secretary

BRIAN HAPPY Name

SIGNED BY THE INITIAL TRUSTEES:

Valerian Moraes
Valerian Moraes

Mark Raymond Sinclair
Mark Raymond Sinclair

Jonathan Charles Jepson
Jonathan Charles Jepson

Jason Graeme Happy
Jason Graeme Happy

In the presence of :-

Brian Happy
Witness to signatures

BRIAN HAPPY
Print Name

CO. DIRECTOR
Witness Occupation

15 WAIAKEE ST
Place of Residence