
Very Rev. Peter Edward Stasiuk

Rev. Alexander Bohun Kenez

Rev. Felix Figurek

Rev. Zenon Chorkawyj

Trust Deed

Metropolitan Andrei Sheptytsky Cultural Foundation

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Date *1st July 2005*

Parties

Very Rev. Peter Edward Stasiuk of [REDACTED]
Victoria (Founder)

Rev. Alexander Bohun Kenez of [REDACTED]
Victoria, Rev. Felix Figurek of [REDACTED], Victoria
and Rev. Zenon Chorkawj of [REDACTED] Victoria (together
Trustees)

Background

- A The Founder is the present Eparch of the Ukrainian Catholic Church in Australia, Eparchy of St Peter and Paul of Melbourne.
 - B The Founder desires to establish a cultural organisation in the State of Victoria, the principal purpose of which is to promote in Australia, moveable cultural heritage in respect of the Ukraine and the Ukrainian people and religious music within Ukrainian Catholic Churches in Australia.
 - C The organisation will be established as a trust to be known as **Metropolitan Andrei Sheptytsky Cultural Foundation**. It is intended that the Trust will qualify for inclusion on the register of cultural organisations for the purposes of Subdivision 30-F of Part 2-5 of the Tax Act.
 - D The Trust will have an original endowment which the Trustee has received or will receive and hold as Trustee and the Trust will be so constituted, controlled and administered as to encourage the growth of the trust fund of the Trust by other donations and benefactions.
 - E Each of the Trustees is a Priest of the Ukrainian Catholic Church and a member of the College of Consultors to the Eparch of the Ukrainian Catholic Church. The Founder (as the Eparch) and the Trustees have each agreed to act as the Trustee of the Trust upon the trusts and with and subject to the powers and provisions contained in this document.
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Original Declaration Of Trust
Exempt Section 45
Doc ID 1991933, 26 Jul 2005
SRO Victoria Dutw, CTNO

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Accretion includes bonus shares and any capital profits resulting or arising from the conversion or re-investment of a Gift;

Administration Expenses includes all expenses and outgoings of and incidental to the establishment of the Trust and the administration of the trusts of this document and of the Trustee In acting as the Trustee of the Trust;

Capital means the capital or corpus of the Trust Fund and does not include Income;

College of Consultors means the body of that name referred to in recital E and where membership, functions and other matters are more particularly described in Appendix F of the Statutes of the Eparchy;

Commissioner of Taxation and Deputy Commissioner of Taxation shall have the same meanings as set out in the Tax Act;

Eparch means the Eparch for the time being of Ukrainian Catholic Church or in the event of a vacancy, the duly appointed Apostolic Administrator;

Eparchy means the Eparchy for Ukrainian Catholics in Australia, New Zealand and Oceania;

Gift or Gift to the Trust includes the subject matter of that gift and any accretions to it and the money, investments and property for the time being representing the same and the Income thereof respectively and applies to any residue of a gift out of which a payment or application of Capital or Income has been made by the Trustee pursuant to the trusts or powers of this document;

Gift Fund means the public fund established and maintained pursuant to clause 9.1;

Income means the income of the Trust Fund and includes net capital gains and income accrued on any money, investment or property at the date it becomes subject to the trusts of this document but does not include any Accretion;

Original Endowment means the sum of one hundred dollars (\$100.00);

Original Trustee means the Founder and the Trustees;

ROCO means the register of cultural organisations maintained under Subdivision 30-F of the Tax Act;

Subsidiary in relation to a company means a company which would be deemed to be a subsidiary under Division 6 of the Corporations Act 2001;

Tax Act means the Income Tax Assessment Act 1997 or the Income Tax Assessment Act 1936 (as the case may be);

Trust means the Trust Fund hereby constituted known as **Metropolitan Andrei Sheptytsky Cultural Foundation** and includes the money, investments and property from time to time subject to the trusts of this document and the charitable purposes and means of achieving those charitable purposes established by this document;

Trust Fund means in relation to the Trust:

- (a) the Original Endowment;
- (b) all Gifts to the Trust accepted by the Trustee subject to the trusts contained in this document;
- (c) the proceeds of sale, redemption or other dealing with the Original Endowment and any other assets, money or property (both real and personal);
- (d) any accumulation of Income directed or empowered to be made pursuant to this document;
- (e) money lent or advanced to the Trustee pursuant to this document;
- (f) all Accretions to, the Income, profits or gains of, any of those things previously mentioned; and
- (g) any property from time to time representing any of those things mentioned in paragraphs (a) to (f);

Trustee means the Original Trustee or any person who at the relevant time is a trustee of the Trust either alone or with another person or other persons and who has not retired as a trustee, or been removed as a trustee, or for any other reason ceased to be a trustee of the Trust.

Ukrainian Catholic Church means the Church described in recital A.

1.2 Construction

In this document unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations and bodies politic;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);

- (f) references to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
- (h) an obligation of two or more parties shall bind them jointly and severally;
- (i) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (j) references to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;
- (k) an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally;
- (l) reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (m) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month; and
- (n) references to the doing, or the failure to do, any act matter or thing by a Church includes the doing, or failure to do, any act matter or thing by the nominated representative of the Church.

1.3 Headings

Headings shall be ignored in construing this document.

2 Declaration and name

2.1 Declaration of Trust

The Trustee declares that from the date of this document, the Trustee will stand possessed of the Trust Fund upon the trusts, and with and subject to the powers and obligations, contained in this document.

2.2 Name of Trust

The Trust shall be known as "Metropolitan Andrei Sheptytsky Cultural Foundation". Receipts for Gifts made to the Trust shall be issued in this name.

3 Public fund

To ensure that the Trust shall be controlled and administered by persons who because of their past or present tenure of some public office or other position or activity in the community may be expected to have a high degree of responsibility to the public in exercising that control or administration, the following provisions shall have effect:

- (a) the Original Trustee shall be the Trustee of the Trust until one or more of them resigns, dies, is replaced by a resolution of the Eparch or an order of the Supreme Court of Victoria or otherwise vacates office; and
- (b) if one or more of the Original Trustees or a new Trustee ceases to be a Trustee for any reason:
 - (i) a new Trustee shall qualify for his or her first and subsequent appointment pursuant to **clause 10** of this document; and
 - (ii) the power of appointing a new Trustee of this Trust Deed shall be vested in the Eparch.

4 Purpose of the trust

4.1 Principal Purpose

The principal purpose of the Trust is the promotion in Australia of moveable cultural heritage in respect of the Ukraine and the Ukrainian people and of religious music within Ukrainian Catholic Churches in Australia.

4.2 Specific Aims and Objectives

Without limiting the principal purpose set out in **clause 4.1**, the Trustee will use its best endeavours to promote through the Trust, programs for the collection and display of moveable items of cultural significance to the Ukrainian people, including artwork, literature, crafts and artefacts and for the playing of quality religious and Ukrainian music by means such as:

- (a) commissioning and displaying sculptures, paintings and other works of art;
- (b) arranging and organising exhibitions and other displays of works of art, literature, crafts and artefacts;
- (c) maintaining and restoring works of art, literature, crafts and artefacts;
- (d) conducting choral concerts and organ recitals within Ukrainian Catholic Churches; and
- (e) constructing, maintaining and/or restoring any building used principally for the promotion of one or more of the cultural programs previously mentioned.

4.3 Cultural Organisation

If the Trust is entered on ROCO as a cultural organisation pursuant to Subdivision 30-F of the Tax Act, the Trustee agrees to comply with the provisions of that Subdivision in relation to the Trust and its Gift Fund.

4.4 Endorsement under the Tax Act

It is intended that the Gift Fund of the Trust shall qualify as, and be endorsed by the Commissioner of Taxation as, a deductible gift recipient under the Tax Act and as a charitable entity which is exempt from income tax under subdivision 50-B of the Tax Act.

5 Income

5.1 Application

The Trustee shall hold the Income upon trust to pay or apply the whole or such part of the Income as the Trustee may from time to time determine for the purpose set out in clause 4, by any means or methods which to the Trustee seem desirable.

5.2 Accumulation

It shall not be necessary for the Trustee to pay or apply Income in the year of its receipt and the Trustee may in the Trustee's absolute discretion pay or apply any Income at any time or hold and carry forward for a reasonable time that Income for subsequent payment or application for the purpose set out in clause 4.

6 Capital

The Trustee may in the Trustee's absolute discretion from time to time advance, pay or apply all or any part of the Capital for the purpose set out in clause 4, by any means or methods which to the Trustee seem desirable.

7 Trustee's powers

In addition to the powers and discretions vested in the Trustee by law, the Trustee may exercise all or any of the following powers and discretions for the purposes of the Trust:

- (a) to retain any Gift in its original form without selling or converting it into money, and subject to clauses 8.1 and 8.2, may also in the Trustee's absolute discretion at any time and from time to time sell, exchange, realise, call in, convert or otherwise deal with any real or personal property comprising or forming part of the Trust Fund in like manner as if the Trustee held the same upon trust for sale;
- (b) to invest any Gifts or parts of Gifts in a common fund or aggregate any Gifts or parts of Gifts for investment and shall have plenary power of

allocating among any Gifts or parts so invested, any Accretions to, or Income of, that Investment;

- (c) to exercise all rights and privileges and perform all duties appertaining to any shares or stock for the time being subject to the trusts of this document with liberty to assent to any arrangements modifying those rights and privileges or duties or providing for the listing of those shares or that stock on a stock exchange and to agree to any scheme or arrangement for reconstruction or the increase or reduction of the capital of any corporation and for such purpose to deposit, surrender or exchange any of those shares or that stock or the title thereto and to pay any calls or contributions or other necessary expenses in connection with those shares or that stock or any such scheme or arrangement;
- (d) when the Trust Fund or any part of it is invested in land of any tenure, to manage, use or let the same or any part of it and erect, pull down or repair buildings and carry out improvements of any nature and make allowances and arrangements with tenants and grant or acquire easements or other rights and generally deal with the land or join in dealing with the land as if beneficially entitled to it without being responsible for any loss;
- (e) to form or promote or join in the forming or promotion of any company formed or promoted for the purpose of acquiring any shares, stock or other property subject to the trusts of this document;
- (f) to raise or concur in raising any money the Trustee thinks expedient for any purpose in relation to the execution of the trusts or powers contained in this document including (without limitation) by mortgaging or charging with or without a power of sale all or any part of the Trust Fund or the investments or property representing the same, or by organising or being involved in fundraising by any means and whether or not in connection with some service offered to the public;
- (g) to hire, engage or employ and avail itself of the services of professionally qualified persons and specialists (including stockbrokers, bankers, accountants, solicitors, architects and surveyors) and managers, secretaries, clerks or other persons as in the Trustee's absolute discretion the Trustee thinks fit and may remunerate them out of the Capital or Income, and subject to clauses 8.1 and 8.2, the Trustee may employ and remunerate any Trustee or any firm in which that Trustee is a partner in a professional capacity in or about the affairs of the Trust and may remunerate that Trustee in like manner as if the person had not been such a Trustee;
- (h) to formulate any scheme (including scholarship schemes, composer residencies and commissions) for the distribution of the Capital or Income and to make such rules and regulations in that connection as the Trustee thinks proper and such rules and regulations shall be binding on the persons affected by them, and the Trustee may from time to time

revoke, amend or alter such scheme, rules and regulations and formulate another or others; and

- (i) to pay the Administration Expenses out of the Capital or Income.

8 Restrictions on the Trustee's powers

8.1 Investments

The Trust Fund may not be invested by the Trustee otherwise than in the manner in which trustees are permitted by a Commonwealth Act, a State Act or a law of a Territory of the Commonwealth, to invest trust moneys without special authorisation.

8.2 Interested Trustees

- (a) The Trustee may exercise or concur in exercising all powers and discretions under this document or by law given but no part of the Capital or Income shall be paid or transferred directly or indirectly to the Trustee beneficially although nothing shall prevent the payment in good faith to a Trustee or to any firm in which a Trustee is a partner or to any private company in which a Trustee owns all or a substantial proportion of the share capital, in return for services actually rendered to the Trust nor for goods supplied to the Trust in the ordinary and usual course of business nor as reimbursement of reasonable out-of-pocket expenses.
- (b) Without limiting the generality of clause 8.2(a), no part of the Capital or Income may be lent to or deposited with any Trustee or to or with any firm in which a Trustee is a partner or to or with any private company in which a Trustee owns all or a substantial proportion of the share capital or in any manner whereby any Trustee may directly or indirectly derive any pecuniary benefit otherwise than as a shareholder in a public company or corporation listed on a stock exchange in Australia or in a Subsidiary of such a company or corporation.

9 Gift fund

9.1 Requirements

- (a) The Trustee will establish and maintain a Gift Fund for the principal purpose of the Trust.
- (b) All Gifts and any income derived from such money, property or other investments arising out of such Gifts must be paid into or credited to the Gift Fund, and the Gift Fund shall not receive any other money or property.
- (c) A separate bank account must be opened and maintained for the Gift Fund and all Gifts and income derived from such Gifts or the investment of such Gifts shall be kept separate from the other funds of the Trust.

- (d) The Trustee must appoint at least three of its number to administer the Gift Fund and may by resolution change those appointees from time to time.
- (e) Receipts for Gifts to the Trust shall be issued in the name of the Trust and the name of the Gift Fund is not required. However, proper accounting records and procedures must be kept and used to properly identify the Gift Fund and record its transactions.
- (f) Notwithstanding any other provision in this document, if upon the winding up or dissolution of the Gift Fund, there remains, after the satisfaction of all of the debts and liabilities of the Gift Fund, any property or money whatsoever, the surplus assets shall not be given or distributed to the Trustee (or any of them) but shall be paid or distributed to some other fund, authority or institution determined by the Trustee or failing which by the Eparch and which is eligible for income tax deductibility of gifts and a cultural organisation falling under one or more of the items in the tables listed in section 30-100 of the Tax Act.

9.2 Future Gifts

If any person, firm, company or association shall at any future date pay or transfer to the Trustee any money or any real or personal property and shall direct the Trustee to hold the same upon like trusts as are contained in this document, the Trustee will in that event hold that money or property in the Gift Fund and as fully as if it had been paid or transferred to the Trustee at the time of the execution of this document.

10 The Trustee

10.1 Qualification of Trustees

A majority of the Trustees must be persons who at the time of their appointment or re-appointment fall within at least one of the following categories:

- (a) a judge of a Victorian or Commonwealth court;
- (b) a legal practitioner;
- (c) a medical practitioner;
- (d) an accountant who is a member of the Institute of Chartered Accountants in Australia or CPA Australia or any like or successor bodies;
- (e) a member of an Australian tertiary education institution of the status of principal lecturer or above (including appointments made by Chancellors);
- (f) a Justice of the Peace;
- (g) a mayor, councillor, town, shire or city clerk;
- (h) a principal of any primary or secondary school;

- (l) trustees or Board members of a non-profit school or college;
- (j) a member of State or Federal Parliament;
- (k) a person appointed to a public position by a Government Minister;
- (l) a person who has received formal recognition from a State or Federal Government for his or her service to the community;
- (m) a member of the clergy or other member of any religious order or other Church authorities;
- (n) a director or senior executive of a corporation listed on the Australian Stock Exchange; or
- (o) a person whose appointment is approved by the Commissioner of Taxation or a Deputy Commissioner of Taxation or by a judge of the Supreme Court of Victoria.

10.2 Number

- (a) The number of persons comprising the Trustee for the time being in office shall be a minimum of four and a maximum of seven, being the Eparch and at least three members for the time being of the College of Consultors.
- (b) If the number of persons comprising the Trustee in office at any time falls below four, the Trustee shall not act in the affairs of the Trust until the number of persons making up the Trustee is made up to at least four.

10.3 Appointment and Removal

- (a) Each of the Trustees shall remain in office until he or she is replaced pursuant to **clause 10.3(b)**, resigns or otherwise vacates office pursuant to this document.
- (b) Subject to **clauses 3(b), 10.1 and 10.2**, the Eparch may at any time and from time to time by resolution in writing appoint a new Trustee or remove any of the Trustees.

10.4 Resignation

A Trustee may at any time resign from the office of a Trustee of the Trust by giving not less than 30 days' written notice to the Eparch.

10.5 Office of Trustee Vacated

The office of a Trustee is immediately determined and vacated if a Trustee:

- (a) dies;
- (b) is found to be a lunatic, of unsound mind or otherwise incapable of managing his or her own affairs;
- (c) becomes subject to any bankruptcy laws;
- (d) otherwise ceases to be the Eparch or a member of the College of Consultors (as the case may be); or

- (e) without the consent of the other Trustees (if any), remains out of the place in which the Trust is being administered for more than 12 months.

10.6 Vacancies

Subject to **clauses 10.1, 10.2 and 10.3**, any vacancy occurring in the Trustees pursuant to **clause 10.5** shall be filled within three calendar months of the vacancy occurring by the Eparch.

11 Proceedings of the Trustee

11.1 Regulation of Meetings

- (a) The Trustee may meet for the dispatch of business, adjourn and otherwise regulate Trustee's meetings in accordance with this document, the Statutes of the College of Consultors and otherwise as the Trustee thinks fit.
- (b) Subject to **clauses 11.1(a) and 11.2**:
 - (i) The quorum for a meeting of the Trustee shall be three people (one being the Eparch) personally present.
 - (ii) All decisions of the Trustee shall be made by a majority of the Trustees. However, a resolution in writing signed by all of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustee duly called and constituted. Any such resolution may consist of several documents in like form, each signed by one or more Trustees.
 - (iii) The Eparch shall be the chairman of meetings of the Trustee. The Eparch may at any time convene a meeting of the Trustee by written notice served upon each of the other Trustees.
 - (iv) The Trustee shall cause minutes to be kept of all proceedings of meetings of the Trustee and shall cause entries to be made in those minutes of all resolutions put to the vote and of the result of the voting and any such minutes signed by the chairperson of the particular meeting shall be conclusive evidence of the due passing of any resolution.

11.2 Committees

The Trustee may appoint committees consisting of such persons as the Trustee thinks fit to assist the Trustee in carrying out the principal purpose of the Trust. Any committee so formed must in exercise of the powers given to it comply with the regulations imposed on it by the Trustee. The meetings and proceedings of committees are governed by the provisions of this document regulating the meetings and proceedings of the Trustee so far as they are applicable and any regulations made by the Trustee.

12 Bank account

12.1 Bank

Subject to **clause 9.1**, the bank account of the Trust shall be maintained at such bank as shall from time to time be nominated by the Trustee.

12.2 Moneys Received

Subject to **clause 9.1**, all moneys belonging to the Trust shall as and when received be paid into the Trust's bank account.

12.3 Cheques

All cheques and other negotiable instruments shall be drawn in the name of the Trust and shall be endorsed in such manner as the Trustee shall determine from time to time.

13 Accounts and audit

13.1 Accounts

The Trustee shall keep or cause accounts to be kept in such manner as the Trustee thinks fit, of all receipts and payments assets and liabilities of the Trust and of all other matters necessary for showing the financial position of the Trust and, if the Trust is accepted as a cultural organisation, meeting the requirements of Subdivision 30-F of the Tax Act.

13.2 Audit

The Trustee shall at the expense of the Trust Fund cause those accounts to be audited at least once a year by a properly qualified auditor appointed by the Trustee.

14 Indemnity

14.1 Extent

The Trustee shall be entitled to be indemnified out of the Trust Fund in respect of:

- (a) all Administration Expenses and other costs and expenses incurred by the Trustee relating to this document or any amending document or the termination or winding up of the Trust or otherwise in respect of the Trust; and
- (b) all liabilities incurred (including liability for income tax and any other taxes, fines and penalties payable in relation to taxes) and acts and things done in connection with or in consequence of such liabilities including, without limitation, the fulfilment, performance and exercise by the Trustee of any duties, obligations, powers, rights, authorities and discretions pursuant to this document.

14.2 Limitation

The right of the Trustee to be so indemnified shall in respect of any matter whatsoever be limited to the money, property and investments comprising the Trust Fund from time to time and, in particular, no persons directly or indirectly benefiting from the trusts of this document nor any person disposing of property to the Trustee on these trusts, shall be personally liable in any way directly or indirectly to indemnify the Trustee in respect of any liability or loss of expenditure incurred by the Trustee in the administration of the Trust Fund of the Trust.

14.3 Liability for Loss

The Trustee shall not be liable for any loss occasioned by the default of its officers, servants or employees or any person rendering services in connection with the Trust nor for any default of the Trustee's own other than wilful default, nor for any involuntary loss occasioned by the failure to insure or keep up any insurance, nor for any loss accruing from a loss in value of any investment or property comprising part of the Trust Fund or in which the Trust Fund is invested.

15 Variation of trust deed

15.1 Manner of Variation

The Trustee may with the prior written consent of the Eparch, by unanimous resolution at any time and from time to time by supplemental deed vary, delete or add to any of the trusts, powers and provisions of this document in any manner but so that:

- (a) no amendment shall be made which would cause the Gift Fund to lose its income tax deductible status;
- (b) no part of the Trust Fund shall become subject to any trusts other than trusts for public charitable purposes in the Commonwealth of Australia; and
- (c) the prohibition contained in **clause 8.2** of this document is not abrogated or relaxed.

15.2 No Other Variation

The provisions of this document shall not be capable of being deleted, added to or varied other than in accordance with **clause 15.1**.

15.3 Notification to Authorities

The Commissioner of Taxation and ROCO shall be notified of any changes to this document.

16 Winding up

16.1 Intention

It is the intention of the Founder and the Trustee that the Trust shall continue indefinitely, but the Trustee may with the written consent of the Eparch at any time and for any reason determine that the Trust shall be wound up.

16.2 Surplus Assets

Subject to **clause 9.1(f)**, if upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property or money whatsoever, the surplus assets shall not be given or distributed to the Trustee (or any of them) but shall be paid or distributed to some other fund, authority or Institution approved by the Eparch and having a principal purpose similar to the principal purpose of the Trust and which is a cultural organisation falling under section 30-100 of the Tax Act and to which income tax deductible gifts can be made.

17 General

17.1 Capital or Income Determination

The Trustee shall have the power to determine whether any money is to be considered as Capital or Income and whether any expense, outgoing or other payment ought to be paid out of Capital or Income and to determine all questions and matters of doubt arising in the execution of the trusts of this document and so that every such determination (whether made upon a question actually raised or implied in the acts or proceedings of the Trustee) shall be conclusive and binding on all persons interested under this document.

17.2 Exercise of Trustee's Discretion

- (a) Subject always to an express provision to the contrary in this document, every discretion (unless known by the Trustee to be a fraudulent breach of trust in bad faith) vested in the Trustee shall be absolute and uncontrolled and every power vested in the Trustee shall be exercisable in its absolute and uncontrolled discretion and the Trustee shall have the like discretion in deciding whether or not to exercise any such power.
- (b) No Trustee shall be responsible for any loss or damage occasioned by the exercise of any discretion or power by this document or by law conferred on a Trustee or by failure to exercise any such discretion or power or for any loss or damage accruing as a result of any power or discretion.

17.3 Employees

Without prejudice to any powers of delegation conferred upon it by statute or otherwise by law, the Trustee is authorised and empowered to employ and pay or provide any benefit for (including paying to or creating any scheme of superannuation, retirement benefit or pension for the benefit of any person so

Executed as a deed

Signed sealed and delivered)
by Very Rev. Peter Edward Stasiuk in)
the presence of:)

[Redacted Signature]

Witness

ANNA TRACZUK

Name of Witness (print)

Signed sealed and delivered)
by Rev. Alexander Bohun Kenez in)
the presence of:)

[Redacted Signature]

Witness

ANNA TRACZUK

Name of Witness (print)

Signed sealed and delivered)
by Rev. Felix Figurek in the presence)
of:)

[Redacted Signature]

Witness

ANNA TRACZUK

Name of Witness (print)

Signed sealed and delivered)
by Rev. Zenon Chorkawyj in the)
presence of:)

[Redacted Signature]

Witness

ANNA TRACZUK

Name of Witness (print)

DEED OF AMENDMENT

Trustees of
Metropolitan Andrei Sheptytsky Cultural Foundation

PAVUK
L E G A L

Level 7, 70 Castlereagh Street, Sydney NSW 2000
Telephone: (02) 9251 3811
Facsimile: (02) 9233 2372
Website: www.pavuklegal.com

Deed of Amendment

Date

6 August 2014

Parties

Name

Most Rev. Peter Adward Stasiuk

Address

[REDACTED]

Name

Rev. Alexander Bohun Kenez

Address

[REDACTED]

Name

Very Rev. Fr. Simon Ckui

Address

[REDACTED]

Name

Fr. Ihor Bakay

Address

[REDACTED]

(collectively referred to as the Trustees)

Background

- (a) The Trustees are trustees of the Metropolitan Andrei Sheptytsky Cultural Foundation established by a Trust Deed dated 1 July 2005 (Trust Deed).
- (b) In accordance with clause 15.1 of the Trust Deed the Trustees may amend the Trust Deed in the manner set out in this Deed of Amendment.
- (c) The Trustees wish to amend the Trust Deed in the manner set out in this Deed of Amendment pursuant to clause 15.1 of the Trust Deed.

1. Amendments to the Trust Deed

The Trust Deed is amended as follows:

- 1.1 Insert the words "Subject to clause 10.7:" immediately under the heading of clause 10.2 "Number" of the Trust Deed.
- 1.2 Delete the word and numbers "and 10.2" as they appear in clause 10.3(b) of the Trust Deed and insert the numbers and word ",10.2 and 10.7".
- 1.3 Insert new clause 10.7 "Corporate trustee" into the Trust Deed to read as follows:

***10.7 Corporate trustee**

- (a) The Eparch may appoint a corporate trustee to be the sole Trustee of the Trust.
 - (b) The provisions of clauses 10 and 11 shall (the necessary changes being made) apply to a corporate trustee as if the references to Trustees were to directors of the corporate trustee and its constitution shall reflect those provisions.”
- 1.4 (1.1), (1.2) and (1.3) of this Deed of Amendment shall be collectively referred to as the Amendments.
- 1.5 In all other respects the Trust Deed remains unchanged.
- 1.6 This Deed of Amendment including the Amendments must be read down to the extent necessary for the Amendments to be valid and effective and any part of this Deed of Amendment that cannot be so read down must be so severed to the extent that it is ineffective.
- 1.7 The law in force in Victoria is to apply to this Deed of Amendment and the parties submit to the jurisdiction and tribunals therein.

Executed as a Deed

6 August

2014

Signed sealed and delivered by Most Rev.
Peter Edward Stasiuk in the presence of

[Redacted Signature]

Signature of witness

BRIAN KELTY

Name of witness (print)

[Redacted Signature]

Most Rev. Peter Edward Stasiuk



Signed sealed and delivered by Rev.
Alexander Bohun Kenez in the presence of

[Redacted Signature]

Signature of witness

BRIAN KELTY

Name of witness (print)

[Redacted Signature]

Rev. Alexander Bohun Kenez

Signed sealed and delivered by Very Rev.
Fr. Simon Ckuj in the presence of

[Redacted Signature]

Signature of witness

BRIAN KELTY

Name of witness (print)

[Redacted Signature]

Very Rev. Fr. Simon Ckuj

Signed sealed and delivered by Fr. Ihor
Bakay in the presence of

[Redacted Signature]

Signature of witness

BRIAN KELTY

Name of witness (print)

[Redacted Signature]

Fr. Ihor Bakay