

**DEED OF TRUST OF
MĀIA HEALTH FOUNDATION**

Between

GARTH NORMAN GALLAWAY

And

GARTH NORMAN GALLAWAY

TREVOR JOHN BURT

PETER JAMES TROLOVE DAVIDSON

ANDREW JAMES DICKERSON

SINEAD MARY HORGAN

GABRIELLE ANN HURIA

GRAHAM JOHN MUIR

REBECCA JEANNE HICKMOTT

GREGORY SHANE CAMPBELL

SARCHA BEULAH EVERY

JANINE MORRELL-GUNN

PETER MARTIN BRAMLEY

THIS DEED made the 1st day of September 2022

BETWEEN

GARTH NORMAN GALLAWAY (the *Settlor*)

AND

GARTH NORMAN GALLAWAY, TREVOR JOHN BURT, PETER JAMES TROLOVE DAVIDSON, ANDREW JAMES DICKERSON, SINEAD MARY HORGAN, GABRIELLE ANN HURIA, GRAHAM JOHN MUIR, REBECCA JEANNE HICKMOTT, GREGORY SHANE CAMPBELL, SARCHA BEULAH EVERY, JANINE MORRELL-GUNN, PETER MARTIN BRAMLEY

BACKGROUND

- A. The parties enter into this deed to establish a charitable trust upon the terms and with and subject to the powers and discretions set out in this deed.
- B. The Trustees hold the sum of \$100.00 upon the trusts and with and subject to the powers and discretions set out in this deed.
- C. It is anticipated that other property may from time to time be acquired by the Trustees for the purposes of the Trust.

TERMS

1. INTERPRETATION

1.1. Definitions: In this deed unless the context otherwise requires:

"Balance Date" means 30 June or any other date adopted from time to time by the Trustees as the end of the Trust's Financial Year;

"Catchment" means the geographical area of the South Island;

"Chairperson" means the Trustee appointed in accordance with clause 5.9;

"CPI" means the Consumer Price Index (All Groups) as published by Statistics New Zealand (or any successor organisation) provided that if that index ceases to be published or if the basis of calculation of the index is fundamentally changed then CPI will mean an index providing the closest substitute determined by an independent expert appointed by the then President of the New Zealand Law Society or his or her nominee;

"Financial Year" means any year or other accounting period ending on the Balance Date;

"Healthcare Education" includes disability education;

"Healthcare Research" includes disability research;

"Healthcare Services" includes disability services;

"Income Year" means any year or other accounting period ending on a Balance Date;

"NZPHD Act" means the New Zealand Public Health and Disability Act 2000;

"Pae Ora Act" means the Pae Ora (Healthy Futures) Act 2021;

"Related Person" for the purposes of clause 9 and in relation to any business to which section CW42 of the Income Tax Act 2007 applies, means a person specified in paragraphs (i) to (iv) of subsection (5)(b) of that section, the persons currently specified being:

- a settlor or trustee of the trust by which the business is carried on; or
- a shareholder or director of the company by which the business is carried on; or
- a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
- a person associated with a settlor, trustee, shareholder or director already mentioned in this definition.

"Secretary" means the person appointed in accordance with clause 6.4;

"Trust" means the trust constituted by this deed;

"Trustees" means the trustee or trustees of the Trust for the time being whether original, additional or substituted; and

"Trust Fund" means the initial amount of \$100 referred to in the Background section of this deed, and all moneys, property and investments of whatever nature and kind hereafter transferred to the Trustees to be held on the trusts of this deed and any further moneys, property and investments of whatever nature and kind which may hereafter be otherwise paid to or held under the control of or vested in or acquired by the Trustees from any source whatsoever and whether by way of gift, bequest, devise, purchase, exchange or otherwise howsoever for the purpose of the said trusts and the moneys, property and investments of whatever nature and kind from time to time representing the same and the income therefrom.

1.2. Interpretation: In this deed:

Headings: clause and other headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this deed;

Parties: references to parties are references to parties to this deed;

Persons: references to persons include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, estates, agencies of state, government departments, state-owned enterprises and municipal authorities in each case whether or not having separate legal personality;

Defined Expressions: expressions defined in the main body of this deed bear the defined meaning in the whole of this deed including the recitals;

Clauses, Subclauses and Recitals: references to clauses, subclauses and recitals are references to clauses, subclauses and recitals of this deed;

Plural and Singular: references to the singular include the plural and vice versa;

Negative Obligations: any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done;

Including: references to the word "include" or "including" are to be construed without limitation;

Gender: references to one gender include the other genders;

Statutes and Regulations: references to a statute include references to any regulations, orders or notices for the time being in force made under or pursuant to such statute, and references to a statute include references to all amendments to the statute or otherwise, and references to a statute or provision thereof include reference to any statute or provision for the time being in force passed in substitution for that statute or provision thereof.

2. NAME

The name of the Trust constituted by this deed is "Māia Health Foundation" provided that the Trustees may by resolution change the name of the Trust to such other name as they may determine from time to time.

3. DECLARATION OF TRUST AND OBJECTS

3.1. Exclusively Charitable Objects and Purposes: The Trustees declare and acknowledge that the Trustees shall hold the Trust Fund upon the trusts and with and subject to the powers and discretions contained or implied in this deed to pay or apply so much of the capital and the income thereof as the Trustees think it fit exclusively for or towards any one or more of the following objects and purposes that are charitable according to the law of New Zealand (and which are hereby declared to be the objects and purposes of the Trust), namely:

(a) **Support Healthcare in the Catchment:** To support and assist providers of Healthcare Services in the Catchment to undertake Healthcare Services of the highest possible standard, and to assist them in playing a major role in the development of Healthcare Services, in the Catchment.

(b) **Access to Healthcare:** To support and assist individuals who are eligible to receive services funded under the NZPHD Act or the Pae Ora Act and who are ordinarily resident in the Catchment to receive Healthcare Services of the highest possible standard.

(c) **Promote Knowledge:** To promote knowledge, interest and support for the purposes and activities of providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment in:

(i) undertaking research, education or training, within or outside the Catchment; and

(ii) the delivery of Healthcare Services in the Catchment.

- (d) **Improved Facilities:** To provide improved and additional premises equipment, research and other facilities for providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment used for:
- (i) undertaking research, education or training, within or outside the Catchment; and
 - (ii) the delivery of Healthcare Services in the Catchment.
- (e) **Community Healthcare Programmes:** To provide resources to providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment to assist in the development of community Healthcare Services, Healthcare Research or Healthcare Education programmes and initiatives and undertaking those programmes and initiatives in the Catchment.
- (f) **Research and Training:** To provide resources to providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment to assist with research, or staff (including employees and independent contractors) education or training, within or outside the Catchment.
- (g) **Sponsorship and Funding:** To promote and assist providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment in obtaining sponsorship and other fundraising to be used in relation to:
- (i) research, education or training within or outside the Catchment; and
 - (ii) the delivery of Healthcare Services in the Catchment.
- (h) **Financial Assistance to Staff:** To provide financial assistance (including the provision of scholarships and grants) to staff (including employees and independent contractors) of providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment to be used in relation to:
- (i) research, education or training within or outside the Catchment; and
 - (ii) the delivery of Healthcare Services in the Catchment;
- under such conditions, if any, the Trustees deem appropriate.
- (i) **Opportunities Arising out of Research:** To assist providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment in identifying and developing for the benefit of those providers any commercial or business opportunities arising out of the research or other activities of those providers to assist them in relation to:
- (i) research, education or training within or outside the Catchment; and
 - (ii) the delivery of Healthcare Services in the Catchment.
- (j) **Develop Relationships:** To assist providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment in developing their relationships with other elements of healthcare, teaching and research in New Zealand and to provide them with access to other sectors of business and broader community to assist them in relation to:

- (i) research, education or training within or outside the Catchment; and
 - (ii) the delivery of Healthcare Services in the Catchment.
 - (k) Other Activities:** To pursue any activity in any location which may assist providers of Healthcare Services, Healthcare Research or Healthcare Education in the Catchment in relation to:
 - (i) research, education or training within or outside the Catchment; and
 - (ii) the delivery of Healthcare Services in the Catchment.
 - (l) General:** To do all such things as are ancillary to the attainment of the objects and purposes described in clauses 3.1(a) to 3.1(k)
- 3.2. Health inequity:** In exercising their powers and discretions contained or implied in this deed the Trustees shall have regard to the following.
- (a) Health equity:** In Aotearoa New Zealand people have differences in health that are not only avoidable but unfair and unjust. Equity recognises different people with different levels of advantage require different approaches and resources to get equitable health outcomes.
 - (b) Māori health inequity:** Māori experience unacceptable disparities in health outcomes compared to the rest of the Aotearoa New Zealand population due to inequity in determinants of health including access to quality health care.
- 3.3. No limitation:** The objects and purposes of the Trust will not, except where the context specifically or expressly requires it, be in any way limited or restricted by reference to or inference from the terms of any other clause or subclause or from the name of the Trust and none of the objects or purposes of the Trust will be deemed subsidiary or ancillary to any other object or purpose of the Trust.
- 3.4. Objects and Purposes Independent:** The Trustees will be empowered to carry out any one or more of the objects or purposes of the Trust independently of any other object or purpose of the Trust.
- 3.5. Business Carried Out Within New Zealand:** Any business carried on by or on behalf of or for the benefit of the Trustees in trust shall be carried on for charitable purposes exclusively within New Zealand.

4. TRUSTEES' GENERAL POWERS

- 4.1. Promotion of Objects and Purposes:** Subject to clause 3.1, the Trustees will promote exclusively the objects and purposes of the Trust described in clause 3 and will act on the Trust's behalf. In addition to all other powers conferred by law the Trustees will have the same powers as the natural person acting as beneficial owner of the Trust Fund and such powers will not be limited or restricted by any principle of construction or rule of law or statutory power or provision except to the extent that it is obligatory.
- 4.2. Limit:** Without limiting any other provision of this deed no funds of the Trust shall be paid to, or applied for the benefit of, any person other than in accordance with the following provisions.

- (a) The Trustees may from time to time, by a resolution of the Trustees on which not less than 75% of the Trustees holding office have voted in favour, establish delegated authorities to a specified person or to specified persons (either by description by name or by position) providing for the application of funds of the Trust as approved or determined by that person or persons up to specified amounts for specified purposes (including by description by class or by category) subject to any specified conditions. The Trustees may at any time revoke any such delegated authority by a resolution of the Trustees on which a majority of the Trustees voting on the resolution vote in favour of the resolution.
- (b) Any decision of the Trustees approving the payment or application of funds of the Trust less than \$500,000 other than under a delegated authority established under clause 4.2(a) must be approved by a resolution of the Trustees on which not less than 75% of the Trustees voting on the resolution vote in favour of the resolution.
- (c) Any decision of the Trustees approving the payment or application of funds of the Trust equal to or in excess of \$500,000 other than under a delegated authority established under clause 4.2(a) must be approved by a resolution of the Trustees on which not less than 75% of the Trustees holding office vote in favour of the resolution.
- (d) The amounts specified in clauses 4.2(b) and (c) shall alter each year by the change in the CPI over the previous calendar year. The alteration under this clause shall take effect from the announcement of the change in the CPI for each calendar year.

4.3. Specific Power: Subject to clause 3.1 , without limiting the generality of clause 4.1 and merely by way of example the Trustees will have the power, which may be exercised either alone or jointly with any other person or persons:

- (a) **Advertise and Inform:** To make known and further the objects and purposes of the Trust and to advertise the manner in which the Trust Fund or any part of the Trust Fund has been or is being or will be applied. This may be achieved both by working with representatives of the established media and by advertising in any medium. The Trustees will also have the power to disseminate whether by written publication, electronic media, or otherwise information and material of any nature whatsoever relating to the Trust and its activities, needs, objects and purposes.
- (b) **Collect Funds:** To collect funds and raise money by all lawful means and to receive, accept, encourage and enlist financial and other contributions, subscriptions, donations, legacies, endowments or bequests from any source and to conduct fund raising campaigns in order to further the objects and purposes of the Trust.
- (c) **Receive Grants and Subsidies:** To receive from the New Zealand Government or any council, board or body under the jurisdiction thereof or any other government, state or national body or any international organisation, any grant, subsidy or payment whatsoever in order to further the objects and purposes of the Trust.
- (d) **Specified Trust:** To carry out any specified trust attaching or relating to any contribution, subscription, donation, legacy, endowment, bequest, grant, subsidy, or payment received to the extent such specified trust conforms with the objects and purposes of the Trust.

- (e) **Apply Income:** To use or apply, or decide not to use or apply, all or any part of the income of the Trust Fund in any year for all or any of the purposes of the Trust.
- (f) **Apply Capital:** To use or apply, or decide not to use or apply, any capital of the Trust Fund in any year for all or any of the purposes of the Trust without first using or applying the whole or any portion of the income of the Trust Fund for the year.
- (g) **Investment Funds:** To invest any money forming part of the Trust Fund in any of the ways authorised by law for the investment of trust funds and also if the Trustees think fit on mortgage of land either by the Trustees alone or together with any person or persons as a contributory mortgagee and to engage any other person or other persons to provide to the Trust administration, advisory, custodial managerial and/or investment services for or in relation to the management and investment of all or any part of the Trust Fund on such terms as the Trustees determine whether for or without reward.
- (h) **Acquire Property:** To acquire any real or personal property interest therein (whether in New Zealand or elsewhere) whether by purchase, lease, exchange or otherwise and upon and subject to such terms and conditions as the Trustees think fit.
- (i) **Sell and Reinvest:** To sell, join in selling, call in or convert all or part of any real or personal property forming part of the Trust Fund in any manner (including the granting of options to purchase or repurchase) and subject to such terms and conditions as the Trustees think fit (including the granting of time for payment of the purchase price with or without security) and to reinvest the proceeds of the sale, calling in or conversion in any manner as the Trustees think fit.
- (j) **Postpone Sale:** To postpone the sale of any real or personal property forming part of the Trust Fund for so long as the Trustees think fit notwithstanding that the property may be wasting, speculative or reversionary in nature.
- (k) **Lease:** To let or lease or bail to any person or persons any freehold or leasehold property or any plant and chattels or any interest in that property forming part of the Trust Fund either from year to year or for any term of years or otherwise at a rental and subject to covenants and conditions as the Trustees think fit (including if the Trustees think fit an optional or compulsory purchasing clause) and also to accept surrenders of leases and tenancies and generally to manage them as the Trustees think fit.
- (l) **Lend:** To lend any moneys forming part of the Trust Fund to any person or persons with or without security on such terms and either free of interest or at such rate of interest as the Trustees think fit.
- (m) **Pay Debts:** To apply any income or capital of the Trust Fund in, for or towards payment of any fees, costs, disbursements, debts or other liabilities or any part thereof, owing by or in respect of the Trust Fund or incurred in connection with the trusts of this deed, whether or not the fees, costs, disbursements, debts or other liabilities are charged upon the Trust Fund or on any part thereof and whether or not the Trustees are contractually liable for payment of the fees, costs, disbursements, debts or other liabilities.

- (n) **Acquire or Carry On Business:** To acquire any business or venture of any nature whatsoever or interest therein from any person, or to commence, enter into, carry on or be engaged or concerned in any business or venture of any nature whatsoever, at such time or times and in such a manner as the Trustees think fit, either alone or in a partnership or otherwise with any other person or persons, with power to do or join in doing all things which the Trustees consider necessary, expedient or desirable in connection with that business or venture including without limitation:
- (i) employing managers, agents, servants, workmen and others as the Trustees think fit;
 - (ii) using and employing in any business or venture the whole or any part of the capital or income or both of the Trust Fund and from time to time advancing to or employing in any business or venture (with or without taking security) any additional capital or income of the Trust Fund which the Trustees may deem advisable for effectual carrying on of the business;
 - (iii) managing or joining in the management of any business or venture; and
 - (iv) withdrawing money from any business or venture;

And the Trustees will not be liable for any loss caused to the Trust Fund or income of the Trust Fund through carrying on any business or venture and the Trustees will be absolutely indemnified by and out of either or both of the capital and income of the Trust Fund for and in respect of any loss or liability which Trustees may sustain or incur by reason of the Trustees so commencing, entering into, carrying on, or being engaged or concerned in any business or venture.

- (o) **Build:** To erect, construct and maintain any buildings and or works of every kind and description on any land forming part of the Trust Fund or upon any other land or property and to pull down, rebuild, enlarge, alter or improve existing buildings and or works and to expend any sums out of the capital or income of the Trust Fund the Trustees think desirable or expedient in so doing.
- (p) **Subdivide or Develop:** To subdivide or develop the whole or any part of any land forming part of the Trust Fund whenever and however in their discretion as the trustees think fit and to dedicate any roads required and to employ surveyors, builders, land agents, architects and contractors to prepare plans, carry out roading, lay drains and do all other acts which the Trustees think necessary or desirable for the proper carrying out of the subdivision or development and to expend any sums out of the capital or income of the Trust Fund the Trustees think desirable or expedient to enable the subdivision or development to be carried out.
- (q) **Establish Reserve Fund:** To set aside reserves or accumulations for future use or application for any purpose the Trustees may deem advisable and to determine in their discretion whether that fund is income or capital.
- (r) **Join in Partition:** To consent to and join in the partition of any assets in which the Trust Fund is interested and to take a transfer of a divided or undivided share or interest in any assets.

- (s) **Maintain Property:** Generally to maintain, manage, repair, improve or develop any real or personal property which, or an interest in which, forms part of the Trust Fund in any manner as the Trustees think fit.
- (t) **Companies:** In respect of any company or companies in which the Trustees hold or are entitled to or propose to hold shares or other securities:
- (i) to pay calls on shares or other securities;
 - (ii) to act as an officer or officers, employee or employees of the company either alone or in conjunction with others;
 - (iii) to appoint any person to act as a director of any company and if necessary to transfer to that person a sufficient number of shares to be held by that person in trust for the Trustees to qualify that person to act as a director;
 - (iv) to provide out of the Trust Fund capital or further capital for the company whether by advances or loans (with or without security), by deposit on current account or otherwise, by guarantees (with or without security) or by taking up shares or other securities or further shares or other securities or in any other manner and such terms as the Trustees think fit; and
 - (v) to concur on such terms as the Trustees think fit in the liquidation, reconstruction or amalgamation of the company or in the alteration or modification of the constitution thereof and to concur in the modification of or surrender any of the rights attaching to any of the shares or other securities and to exercise in any manner as the Trustees think fit any powers which by the constitution of the company are vested in the Trustees as directors or members or otherwise and on any liquidation, reconstruction or amalgamation to accept fully paid or partly paid up shares or other securities or any other interest in or securities of any company as the consideration or part of the consideration for such liquidation, reconstruction or amalgamation and generally to act in relation to the company in such a manner as the Trustees think fit.
- (u) **Borrow:** To borrow or raise any moneys on mortgage or overdraft or otherwise with or without security from any person or persons at a rate of interest and on such terms and conditions as Trustees think fit and to sign any mortgage, deed, agreement or other document in connection therewith and no person lending money to the Trustees will be concerned to enquire as to the application of the money or as to the purpose for which the money may be borrowed.
- (v) **Guarantee:** To enter into or join in entering into any guarantee by the Trustees alone or together with any other person or persons the giving of which the Trustees consider to be in the interest (direct or indirect) of the Trust or of the promotion of the objects and purposes of the Trust and to authorise any company in which the Trustees hold shares or other securities to enter into a guarantee or to enter into any other arrangement which the Trustees deem to be in the interest of the Trust or of the promotion of the objects and purposes of the Trust.
- (w) **Give Security:** To give security alone or together with any other person or persons the giving of which the Trustees consider to be in the interest (direct or indirect) of the Trust or of the promotion of the objects and purposes of the Trust

and to authorise any company in which the Trustees hold shares or other securities to give such security.

- (x) **Settle Accounts:** To agree and settle accounts with all persons liable to account to the Trustees and to compromise all questions relating to the Trust and grant effectual receipts, discharges and releases.
- (y) **Appoint Attorney:** At any time and for any period to appoint any person to act as an attorney for the Trustees anywhere in the world for all or any of the objects and purposes of the Trust.
- (z) **Appoint Agents:** Instead of acting personally to instruct and pay any person whatsoever to transact all or any business or do any act required to be transacted or done in the execution of the trusts of this deed including the receipt and payment of money and the Trustees will not be responsible for the default of any person appointed in good faith or for any loss occasioned by that person's instruction.
- (aa) **Bank Accounts:** To open or maintain current or other accounts at banks or other institutions and in any manner as the Trustees may think fit.
- (bb) **Incorporation:** To apply for incorporation as a board under the Charitable Trusts Act 1957.
- (cc) **Registration:** To apply to be registered as a charitable entity under the Charities Act 2005 (and if and while so registered the Trustees or the board if incorporated under the Charitable Trusts Act 1957, as the case may be, will comply with the requirements of that Act).
- (dd) **Amalgamate or Merge:** To amalgamate or merge the Trust with any other exclusively charitable trust or organisation and to transfer all or part of the Trust Fund to any amalgamated or merged trust.
- (ee) **Insure:** To insure against loss or damage by any cause whatsoever any insurable property forming part of the Trust Fund, and to insure against any risk or liability against which it would be prudent for a person to insure if he or she was acting for himself or herself, for amounts and on terms as the Trustees may from time to time think fit.
- (ff) **Contributions:** To contribute to any exclusively charitable trust having substantially similar objects and purposes as the objects and purposes of the Trust.
- (gg) **Statutory Authorisation:** To do all or any of the things which the Trustees are authorised to do by the Trustees Act 1956 or the Charitable Trusts Act 1957 or the Charities Act 2005.
- (hh) **Administration, advisory, custodial and investment services:** To provide to any person undertaking any actions consistent with the objects and purposes of the Trust administration, advisory, custodial and/or investment services for or in relation to those actions on such terms as the Trustees determine whether for or without reward.

(ii) **General:** To do all other things as in opinion of the Trustees are incidental or conducive to the attainment of the objects and purposes of the Trust.

4.4. Exercise Powers Independently: None of the powers or authorities conferred on the Trustees by this clause or otherwise will be deemed subsidiary or ancillary to any other power or authority and the Trustees will be entitled to exercise all or any of the said powers and authorities independently of any other or others of them. In the event of any ambiguity this provision will be interpreted and applied so as to widen and not restrict the powers of the Trustees provided however that at no time can any provision be interpreted and applied so as to detract from the objects and purposes of the Trust.

5. TRUSTEES

5.1. Power of appointment: The power of appointment of Trustees shall be vested in the Trustees subject to the terms of this deed but if at any time there are no Trustees then it shall be vested in the President of the New Zealand Law Society at the relevant time.

5.2. Number of Trustees: The number of Trustees shall not be less than seven and not be more than twelve, of whom:

(a) **Persons with senior role in Healthcare Services:** Three shall be persons who at the time of appointment hold a senior governance or management role in the public health sector (which may include as a member of an iwi-Māori partnership board under the Pae Ora Act) in all or any part of the Catchment, whether exclusively or not exclusively.

(b) **Remaining Trustees:** The remaining Trustees shall be persons in New Zealand with capabilities, and/or skills, and/or who represent Māori interests, relevant to the performance of the duties of a Trustee of the Trust.

5.3. Vacancies in Number of Trustees: The continuing Trustees may act at any time notwithstanding any vacancy in their number and no act or decision of the continuing trustees shall be called into question on account of that vacancy. If at any time there is a vacancy, the Trustees or person having the relevant power of appointment shall act to fill that vacancy as soon as is reasonably practicable.

5.4. Signatories to be First Trustees: The persons named in this deed as Trustees are the first Trustees of the Trust.

5.5. Rotation of Trustees: The following provisions shall apply to all of the Trustees.

(a) **Annual General Meetings:** At the annual general meetings in each year one third of the Trustees, or if their number is not a multiple of three then the number nearest but not exceeding one third, shall retire from office. A retiring Trustee shall be eligible for reappointment.

(b) **Retiring Trustees:** The persons to retire in each year pursuant to clause 5.5(a) shall be those who have been longest in office since their appointment, or last reappointment, as the case may be. As between two or more persons who were appointed, or last reappointed, on the same day, the person or persons to retire shall, in default of agreement between them, be determined by lot.

(c) **Term of Office:** A retiring Trustee shall hold office until the dissolution or adjournment of the meeting at which he or she retires.

- (d) **Appointment to fill vacated office:** The Trustees may fill the vacated office by appointing thereto a person determined by the Trustees subject to the provisions of this deed.

5.6. Eligibility of Trustees: The following persons will not be eligible for appointment as a Trustee and may not hold office as a Trustee:

- (a) **Eligibility under the Charities Act 2005:** Any person who is disqualified from being an officer of a charitable entity under section 16(2) of the Charities Act 2005.
- (b) **Bankrupt:** A bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, under section 298 of the Insolvency Act 2006.
- (c) **Conviction:** A person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or has served the sentence or otherwise suffered the sentence imposed upon that person, provided that such a person will not be disqualified from appointment as a Trustee, or may continue to hold office as a Trustee and will be deemed to have taken leave of absence, until the expiration of the time for appealing against the conviction, and in the event of an appeal against conviction, until the appeal has been determined.
- (d) **Imprisonment:** A person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or has served the sentence or otherwise suffered the sentence imposed upon that person, provided that such a person will not be disqualified from appointment as a Trustee, or may continue to hold office as a Trustee and will be deemed to have taken leave of absence, until the expiration of the time for appealing against the sentence of imprisonment and, in the event of an appeal, until the appeal has been determined.
- (e) **Disqualified Director:** Any person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993.
- (f) **Property Order:** A person who is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.

5.7. Term of Office: A Trustee will cease to hold office if:

- (a) **Resignation:** The Trustee resigns by giving thirty (30) days written notice to the Secretary, who will circulate the written notice to the Trustees within ten (10) days of receipt.
- (b) **Ineligibility:** The Trustee is precluded from holding office as a Trustee pursuant to clause 5.6.
- (c) **Failure to Attend:** The Trustee fails to attend a meeting of Trustees for a period of twelve (12) months.
- (d) **Death:** The Trustee dies whilst holding office as a Trustee.

(e) **Dissolution:** The Trustee, being a corporation, ceases to carry on business or is in liquidation or is dissolved.

(f) **Removal:** The Trustee is removed by a resolution on which not less than 75% of the Trustees holding office have voted in favour.

5.8. Recording: Upon every appointment, reappointment, removal or cessation of office of any Trustee the Trustees will cause an entry thereof to be recorded in the minute book of the Trust.

5.9. Chairperson: The Trustees shall appoint a Trustee to act as Chairperson of the Trustees. Every person who is appointed as Chairperson of the Trustees may at any time be removed from the office of Chairperson of the Trustees by the Trustees. The appointment of a Trustee to act as Chairperson and the removal of any person from the office of Chairperson shall be by a vote in respect of which all Trustees shall be eligible to vote. Every person who is appointed as Chairperson shall hold that office until the date which is the earlier of:

(a) The date on which that person ceases to hold office as a Trustee; and

(b) The close of the third annual general meeting occurring after the date the Chairperson was last appointed as Chairperson.

5.10. Deputy Chairperson: The Trustees shall appoint a Trustee to act as deputy Chairperson of the Trustees. In the absence of the Chairperson, the deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties of the Chairperson including the right to exercise a deliberative and a casting vote under clause 6.5. Every person who is appointed as deputy Chairperson of the Trustees may at any time be removed from office by the Trustees. The appointment of a Trustee to act as deputy Chairperson and the removal of any person from the office of deputy Chairperson shall be by a vote in respect of which all Trustees shall be eligible to vote. Every person who is appointed as deputy Chairperson shall hold office until the date which is earlier of:

(a) The date on which that person ceases to hold office as a Trustee; and

(b) The close of the third annual general meeting occurring after the date the deputy Chairperson was last appointed as deputy Chairperson.

6. ADMINISTRATION

6.1. Meetings: The Trustees will regulate and conduct meetings as follows:

(a) **Annual General Meetings:** Within four (4) months of the end of each Financial Year the Trustees will hold an annual general meeting.

(b) **Notice:** The Secretary will give no less than thirty (30) days' notice of the annual general meeting to the Trustees.

(c) **Business:** The business to be transacted at the annual general meeting will be the receipt of the financial statements, appointment of an auditor, and the appointment of Trustees. Any other business will be deemed special business and will be dealt with in accordance with clause 6.1(d).

(d) **Special Business:** Notice in writing of any special business will be given to the Secretary no less than twenty one (21) days prior to the annual general meeting.

The Secretary will circulate a written agenda including all special business to the Trustees no later than fourteen (14) days prior to the annual general meeting.

- (e) **Other Meeting:** The Trustees will otherwise meet not less than twice each year and at such times and places as they may agree, provided that any two (2) or more Trustees may at any time requisition a meeting of Trustees by giving notice to the Secretary. The Secretary will, within ten (10) days of receipt of such notice, convene a special general meeting by giving, subject to clause 6.1(d), not less than ten (10) days' notice of the meeting of the Trustees.
 - (f) **Particulars of Notice:** Every notice of meeting given by the Secretary to the Trustees will be in writing and will state the date, time and place of the meeting (or the fact that the meeting is to be held by telephone in accordance with clause 6.9), and every notice of meeting requisitioned pursuant to clause 6.1(e) will state the matters to be discussed at that meeting. Notice of any meeting may be abridged or waived if all the Trustees consent in writing to such abridgement or waiver.
 - (g) **Chair:** The Chairperson of the Trustees shall chair any meeting of the Trustees. If the Chairperson of the Trustees is not present within 15 minutes after the time appointed for the holding of any meeting or is unwilling or considers it inappropriate to act as chair of any meeting (either in relation to the entire meeting or in relation to any particular business to be considered at the meeting), the deputy Chairperson of the Trustees shall be chair of the meeting (or for that part of the meeting which relates to the particular business). If both the Chairperson of the Trustees and deputy Chairperson of the Trustees are not present within 15 minutes after the time appointed for the holding of any meeting or both are unwilling or consider it inappropriate to act as chair of any meeting (either in relation to the entire meeting or in relation to any particular business to be considered at the meeting), the Trustees present shall elect one of their number to act as chair of the meeting (or for that part of the meeting which relates to the particular business).
- 6.2. Quorum:** A quorum at meetings of the Trustees will be comprised of 50% of the Trustees then holding office.
- 6.3. Validity of Proceedings:** All acts done by any meeting of Trustees or by any person acting as Trustee will, notwithstanding that afterward it is discovered that there was some defect in the appointment of any such Trustee or Trustees or that any Trustee or Trustees were for any reason disqualified from holding office as Trustee or that there was accidental failure to comply with clause 6.1, be as valid as if the Trustee or Trustees had been duly appointed and were qualified to hold office as Trustee and had complied with clause 6.1.
- 6.4. Secretary:** The Trustees will from time to time appoint either one of their number or some other person to be Secretary to hold office at the Trustees' pleasure.
- 6.5. Majority Decisions:** Except as otherwise provided, and subject to clause 6.2, all resolutions passed at a meeting of the Trustees shall be by a majority of the Trustees present at that meeting and any resolution will be binding on all Trustees. The Chairperson will have a casting as well as a deliberative vote in the event of a tie and equality of votes.
- 6.6. Interested Trustee may not vote:** A Trustee is interested in a transaction to which the Trust is a party if, and only if, the trustee:

- (a) is a party to, or will derive a material financial benefit from, that transaction;
- (b) has a material financial interest in another party to the transaction;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the transaction, not being a party that is wholly owned by the Trust;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from, the transaction; or
- (e) is otherwise directly or indirectly interested in the transaction.

A Trustee is not interested in a transaction where the Trustee's interest is the same as the interest of each other Trustee. A trustee who is interested in a transaction entered into, or to be entered into, by the Trust may not vote on a matter relating to the transaction, but may:

- (f) attend a meeting of Trustees at which a matter relating to the transaction arises, and be included among the Trustees present at the meeting for the purpose of a quorum;
- (g) sign a document relating to the transaction on behalf of the Trust; and
- (h) do anything else as a Trustee in relation to the transaction, as if he or she was not interested in the transaction.

6.7. Resolutions in Writing: A resolution in writing, signed by all Trustees will be as valid and effectual as if it had been passed at a meeting of the Trustees. Any resolution in writing may consist of several documents in like form each signed by one or more Trustee.

6.8. Rescission of Resolutions: Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees by the same majority as was necessary to pass the resolution being rescinded or varied.

6.9. Minutes: A minute book will be provided and kept by the Trustees. Minutes of the proceedings of all the meeting of the Trustees will be prepared by the Secretary and entered in the minute book and if confirmed at a subsequent meeting of the Trustees will be signed by the Chairperson as a true and correct record. Every minute purporting to be so signed will be prima facie evidence of the facts stated in that minute.

6.10. Telephone Meetings: The contemporaneous linking together of the Trustees by telephone or other electronic means of communication ("telephone") shall constitute a meeting of the Trustees and the provisions of this clause as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:

- (a) Each Trustee then in New Zealand shall be entitled to notice of such meeting by telephone and to be linked by telephone for the purposes of the meeting.
- (b) Each of the Trustees taking part in the meeting by telephone must be able to hear each of the other Trustees taking part during the whole meeting.

- (c) At the commencement and conclusion of such a meeting, each Trustee must acknowledge the presence of that Trustee for the purpose of a meeting of the Trustees being held.
- (d) A Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so.
- (e) A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting by telephone unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.

A minute of the proceedings of any such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairperson of the meeting.

6.11. Bank Accounts: The Trustees will keep an account or accounts at a bank or banks as they may from time to time determine and cheques or other transactions on the account may be authorised, drawn, signed and endorsed by any person or persons as the Trustees from time to time authorise in writing.

6.12. Accounting and Audits: The Trustees will cause full and correct records and accounts to be kept of all of their receipts, credits, payments, assets, liabilities and transactions and all other matters necessary for showing the true state and condition of the Trust and as soon as practicable after the end of each Financial Year cause to be prepared financial statements including a balance sheet, income and expenditure account and notes to those statements, giving a true and fair view of the financial position of the Trust for the Financial Year. The Trustees will ensure compliance with the relevant legal requirements for accounting and auditing of the trust. The Trustees will ensure that the financial statements are audited by a chartered accountant appointed for that purpose by the Trustees.

6.13. Annual report: Within three months of the end of each financial year of the Trust, the Trustees shall prepare an annual report including:

- (a) **Activities:** details of activities carried out by the Trust, including a summary of the donations received and the payments made; and
- (b) **Financial Statements:** copies of the most recent financial statements of the Trust.

6.14. Execution of Documents: Subject to clause 6.15, all documents required to be executed by the Trustees will be deemed to be validly executed and binding if those documents have been entered into and executed by the authority of the Trustees previously given and signed by at least two (2) Trustees or any other person appointed by the Trustees for the purpose.

6.15. Affixing Seal: Should the Trustees become incorporated as a board under the Charitable Trusts Act 1957 they will provide a common seal for the board which will be deposited with the Secretary for the time being and which will be affixed by the authority of the Trustees previously given to any document requiring execution by the board. Every affixing will be performed in the presence of and accompanied by the signatures of two (2) Trustees and will be sufficient evidence of the authority to affix the seal and no person dealing with the Trustees will be bound or concerned to see or inquire as to the authority under which any document is sealed or in whose presence.

6.16. Tax Returns: The Trustees will cause to be prepared or filed with the Inland Revenue Department all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information required to be prepared or filed so as to allow the Trust to retain its charitable status for taxation purposes.

6.17. Notices: Any notice to be given to the Secretary pursuant to this deed will be in writing signed by the person or persons giving the notice and served at the office of the Trust. Any notice or document so served will be deemed to be duly given:

- (a) **By Hand:** If delivered by hand, when so delivered.
- (b) **By Facsimile:** If delivered by facsimile, when receipt is confirmed.
- (c) **By Post:** If delivered by post, on the third working day after posting.

7. MODIFICATION OF TERMS OF THIS DEED

The Trustees may from time to time and by resolution carried unanimously, modify or amend any or all of the terms of this deed (including by amending the purposes of the Trust) provided however that no such modification will at any time be made which prejudices the charitable nature of the Trust or affects adversely the Trust meeting the requirements for any exemption available to charities under the New Zealand revenue laws.

8. TRUSTEES LIABILITY

8.1. Liability for Loss: In the professed execution of the trusts of this deed no Trustee will be liable for any loss to the Trust Fund arising:

- (a) **Investment:** By reason of any improper or imprudent investment made by any Trustee in good faith;
- (b) **Agent:** From the negligence or fraud or delay of any agent instructed by any Trustee in good faith (notwithstanding that the instruction of the agent was not necessary or expedient and notwithstanding any statutory provision or rule of law to the contrary);
- (c) **Mistake:** By reason of any mistake or omission made by any Trustee in good faith;
- (d) **Delay:** By reason of any delay caused by any Trustee;
- (e) **Deposit of Funds:** By reason of all or part of the Trust Fund being lawfully deposited in the hands of any banker or solicitor;
- (f) **Security:** By reason of the insufficiency or deficiency of any security upon which all or part of the Trust Fund may be invested; or
- (g) **General:** Any other act of any Trustee;

unless attributable to that Trustee's own dishonesty or to the wilful commission or omission of any act known by that Trustee to be a breach of trust.

8.2. Trustee Act 1956: Subject to clause 8.1, notwithstanding the provisions of section 13C of the Trustee Act 1956 and the likelihood that the Trustees will from time to time include

persons whose profession, employment or business is or includes acting as a trustee or investing money on behalf of others, the care, diligence and skill to be exercised by those persons will not be that required by the section 13C but will at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

8.3. Proceedings: No Trustee will bound to take, or be liable for failure to take, any proceedings against another Trustee or other Trustees for any breach of or alleged breach of trust committed by the other Trustee or Trustees.

8.4. Receipt of Moneys: Subject to clauses 8.1 and 8.2 a Trustee will be chargeable only for moneys that have actually been received by that Trustee. For the purposes of this clause a Trustee will be deemed to have received moneys even if not actually paid to that Trustee if those moneys have been credited in account, reinvested, accumulated, capitalised, carried to any reserve, sinking or insurance fund, or otherwise dealt with on that Trustee's behalf.

9. RESTRICTIONS ON BENEFIT FROM THE TRUST

In the carrying on of any business under this deed no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:

9.1. the nature or amount of that benefit, advantage or income; or

9.2. the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

10. TRUSTEES' REMUNERATION AND EXPENSES

10.1. Pecuniary profit: No private pecuniary profit shall be made by any person involved in this Trust, except as expressly provided for under this clause 10.

10.2. Professional Remuneration: Any Trustee being a lawyer, accountant or other person engaged in any profession, business or trade is entitled to be paid or receive the benefit of all usual and reasonable professional, business and trade charges for any professional, business or trade services provided to the Trust by the Trustee or any employee or partner of his or hers in that profession, business or trade and not being charges for any act or services in the capacity as a Trustee or for any act or services that a person not being in the profession, business or trade could have done personally.

10.3. General Remuneration: No Trustee shall be remunerated for any act or services in the Trustee's capacity as a Trustee.

10.4. Expenses: Each Trustee will be entitled to be indemnified against, and reimbursed for, all travelling, hotel and other expenses properly incurred by the Trustee in attending and returning from meetings of the Trustees or in connection with the trusts of this deed.

10.5. Compliance with restrictions: The Trustees, in determining all reimbursements and charges payable in terms of this clause, shall ensure that all restrictions imposed by this deed are strictly observed.

11. INDEMNITY

Each Trustee will be indemnified out of the Trust Fund for and in respect of any loss or liability which that Trustee may sustain or incur by reason of the carrying out of or the omission of any function, duty or power of the Trustees under this deed unless such loss or liability is attributable to that Trustee's dishonesty or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

12. WINDING UP

12.1. Resolution: The Trust may be wound up on a unanimous resolution of all the Trustees at the meeting of the Trustees called for that purpose. The Secretary will give not less than thirty (30) days' notice of such a meeting to the Trustees.

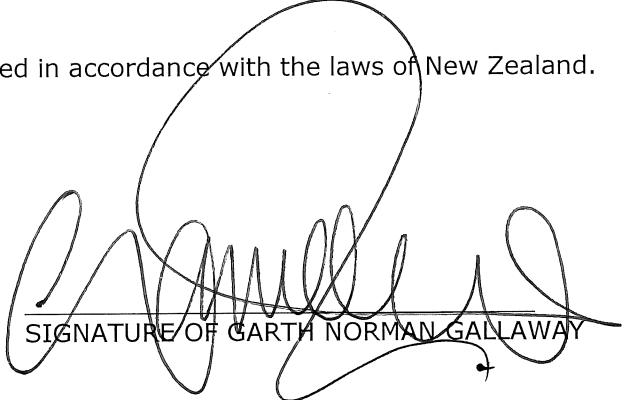
12.2. Surplus Property: If upon winding up or dissolution of the Trust there remains after a satisfaction of all its debts and liabilities any property whatsoever the same may not be paid out or distributed other than to an exclusively charitable institution or institutions having objects and purposes that are charitable according to the law of New Zealand carried out exclusively within New Zealand similar to the objects or purposes of the Trust. Alternatively, any surplus property remaining after the winding up or dissolution of the Trust may be disposed of for purposes that are charitable according to the law of New Zealand upon the direction of a Judge of the High Court of New Zealand.


13. GOVERNING LAW

The trust will be governed by and constructed in accordance with the laws of New Zealand.

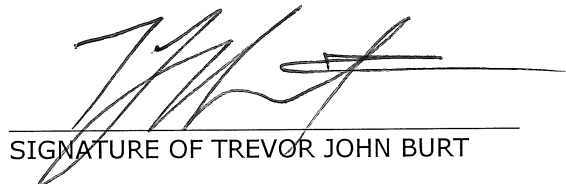
EXECUTED and delivered as a deed:


Signed by GARTH NORMAN GALLAWAY
As Settlor and a Trustee in the presence of:


SIGNATURE OF GARTH NORMAN GALLAWAY


SIGNATURE OF WITNESS
Michael Flanagan
NAME OF WITNESS
Manager
OCCUPATION OF WITNESS
Chapelcross
CITY/TOWN OF RESIDENCE OF WITNESS

Signed by TREVOR JOHN BURT
As a Trustee in the presence of:


SIGNATURE OF TREVOR JOHN BURT


SIGNATURE OF WITNESS
Michael Flanagan
NAME OF WITNESS
Manager
OCCUPATION OF WITNESS
Chapelcross
CITY/TOWN OF RESIDENCE OF WITNESS

Signed by PETER JAMES TROLOVE DAVIDSON

As a Trustee in the presence of:

DAVIDSON

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY/TOWN OF RESIDENCE OF WITNESS

SIGNATURE OF PETER JAMES TROLOVE

Signed by ANDREW JAMES DICKERSON

As a Trustee in the presence of:

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY/TOWN OF RESIDENCE OF WITNESS

SIGNATURE OF ANDREW JAMES DICKERSON

Signed by SINEAD MARY HORGAN

As a Trustee in the presence of:

SIGNATURE OF WITNESS

NAME OF WITNESS

OCCUPATION OF WITNESS

CITY/TOWN OF RESIDENCE OF WITNESS

SIGNATURE OF SINEAD MARY HORGAN

Signed by GABRIELLE ANN HURIA

As a Trustee in the presence of:

SIGNATURE OF WITNESS

NAME OF WITNESS


OCCUPATION OF WITNESS


CITY/TOWN OF RESIDENCE OF WITNESS

SIGNATURE OF GABRIELLE ANN HURIA

Signed by GRAHAM JOHN MUIR


As a Trustee in the presence of:


SIGNATURE OF WITNESS
Michael Blumman
NAME OF WITNESS
Manager
OCCUPATION OF WITNESS
Chesham
CITY/TOWN OF RESIDENCE OF WITNESS


SIGNATURE OF GRAHAM JOHN MUIR

Signed by REBECCA JEANNE HICKMOTT


As a Trustee in the presence of:

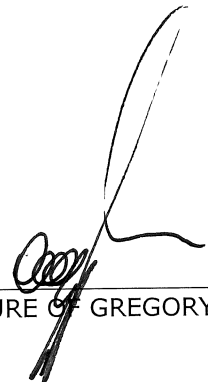

SIGNATURE OF WITNESS
Michael Blumman
NAME OF WITNESS
Manager
OCCUPATION OF WITNESS
Chesham
CITY/TOWN OF RESIDENCE OF WITNESS


SIGNATURE OF REBECCA JEANNE HICKMOTT

Signed by GREGORY SHANE CAMPBELL


As a Trustee in the presence of:


SIGNATURE OF WITNESS
Michael Blumman
NAME OF WITNESS
Manager
OCCUPATION OF WITNESS
Chesham
CITY/TOWN OF RESIDENCE OF WITNESS


SIGNATURE OF GREGORY SHANE CAMPBELL

Signed by SARCHA BEULAH EVERY


As a Trustee in the presence of:


SIGNATURE OF WITNESS
Michael Blumman
NAME OF WITNESS
Manager
OCCUPATION OF WITNESS
Chesham
CITY/TOWN OF RESIDENCE OF WITNESS



SIGNATURE OF SARCHA BEULAH EVERY

Signed by JANINE MORRELL-GUNN

As a Trustee in the presence of:



SIGNATURE OF JANINE MORRELL-GUNN



SIGNATURE OF WITNESS
Michael Flanagan
NAME OF WITNESS
Manager
OCCUPATION OF WITNESS
Chesham
CITY/TOWN OF RESIDENCE OF WITNESS

Signed by PETER MARTIN BRAMLEY

As a Trustee in the presence of:



SIGNATURE OF PETER MARTIN BRAMLEY


SIGNATURE OF WITNESS
Michael Flanagan
NAME OF WITNESS
Manager
OCCUPATION OF WITNESS
Chesham
CITY/TOWN OF RESIDENCE OF WITNESS