

Dated

6th day of May

2002

DECLARATION OF CHARITABLE TRUST

STYX LIVING LABORATORY TRUST

I, John D. Knox, being a subscriber to the application for incorporation of the Styx Living Laboratory Trust hereby certify that this document is a true copy of the Declaration of Charitable Trust.

John D. Knox Trust Chair and all Trustees *signed*
Variation of Deed 21 November 2016

AMENDED

Clause 6.1 Section (i) (ii)

Annual General Meeting 20 September 2004

2016 November 21 Amendments verified by Board of Trustees as per Declaration of Charitable Trust Variation of the Deed 2016 (on file)

1. Delete Clause 15.1(b) and 15.2

2. Amend Clause 9.3

3. The Trustees record that, with effect from the date of this deed, the Trust Deed is varied as follows:

a. Delete Clauses 15.1(b) and 15.2

b. Amend Clause 9.3

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DATED

6TH DAY OF MAY

2002

PARTIES

- (1) Clayton James Cosgrove, Lesley Dawn Keast, Colin L Knight, John D Knox, Alister George Malcolm, Terence John Ryan, Sally Mary Thompson, and Diana Rosemary Shand (“the Original Trustees”).

BACKGROUND

- A. The Trustees wish to establish a charitable trust for the purposes described in clause 4.1 of this Deed.
- B. The Trustees have agreed to become Trustees of that charitable trust upon the trusts and with and subject to the powers and provisions contained in this Deed.
- C. It is anticipated further money, property and investments may from time to time be paid or transferred to the Trust.
- D. The Trustees are to hold the Trust Fund upon the trusts and with the powers hereinafter contained.

TERMS OF THIS DEED

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this Deed unless the context requires otherwise:

“**Board**” means the Board of Management appointed under Clause 6.1.

“**Chairperson**” means the chairperson of the Board elected pursuant to clause 6.1.

“**Charitable Purposes**” shall have the same meaning as in the Income Tax Act 1994 and the words “**Charity**” and “**Charities**” shall have a corresponding meaning provided that if by reason of any alteration in the law relating to income tax it is at any time necessary to restrict such purposes in order to preserve the right to exemption from income tax of the kind referred to in Sections CB 4(1)(c) and CB 4(1)(e) of the said Act such purposes shall thereupon be deemed to be restricted to the extent necessary.

“**Board of Management member**” means the persons elected or appointed to the Board pursuant to clause 6.1.

“**Property**” shall have the same meaning as in the Trustee Act 1956.

“**Secretary**” means the Secretary appointed by the Board pursuant to clause 8.

“**Treasurer**” means the Treasurer appointed by the Board pursuant to clause 9.

“**Trust**” includes the Trust Fund and the trusts, duties, obligations and rights upon which the Trustees hold the Trust Fund.

“**Trustees**” means the Trustees for the time of the Trust, whether Original or appointed and, as the context may require, means all, some or any such trustees.

“Trust Fund” means all moneys, investments and property of any nature or kind which may be received or acquired by the Trustees from any source for the purposes of this charitable trust and the money, investments and property from time to time representing the same and the income therefrom.

- 1.2 **Interpretation:** Headings to clauses shall (unless otherwise specified) be ignored when construing this Deed.

2. VESTING OF THE TRUST FUND AND FURTHER GIFTS

- 2.1 **Trust:** The Trustees acknowledge and declare that they hold the Trust Fund on trust upon the terms and conditions expressed or implied in this Deed.
- 2.2 **Further gifts:** The Trustees shall have the power in their absolute discretion to accept gifts, bequests, legacies or other acquisitions of whatever nature whether conditional or otherwise for the carrying out of the purposes of the Trust and all such gifts, bequests, legacies or acquisitions shall when accepted form part of the Trust Fund, subject in any particular case to the express terms of any such gift.

3. NAME AND REGISTERED OFFICE

- 3.1 **Name:** The Trust shall be called **“Styx Living Laboratory Trust”**.
- 3.2 **Registered office:** The registered office of the Trust shall be at such place in Christchurch, New Zealand as the Trustees may determine.
- 3.3 **Changes:** The Trustees may resolve to change the name of the Trust and/or its registered office at any time and from time to time.

4. APPLICATION OF INCOME AND CAPITAL

- 4.1 **Charitable Purposes:** Subject to the express terms of any particular gift, the Trustees shall use and apply the income and/or the capital of the Trust Fund for such Charitable Purposes in Aotearoa/ New Zealand as they may from time to time in their absolute discretion determine including without limitation:
- (a) Achieving Vision 3 in the Christchurch City Council document called *“Vision 2000-2040 – The Styx”* i.e. developing a “Living Laboratory” by:
- (i) Obtaining a holistic understanding of the dynamics of the Styx River including its ecology, drainage, landscape, culture, heritage and recreation;
 - (ii) Raising awareness of the Styx River Catchment and its environs;
 - (iii) Promoting the use of the Styx River Catchment as a collective resource for environmental and social research, and to co-ordinate that research;
 - (iv) Using the knowledge and understanding acquired by the Trustees to assist the bodies who have legal responsibility in the future management of the Styx River Catchment;

- (v) Maximising opportunities for community involvement in research and learning;
- (vi) Providing a learning medium for other similar ecosystems;
- (vii) Working with other organisations or people to achieve the above objects and using memoranda of understanding where appropriate;
- (viii) Assisting other people and other organisations to achieve the remaining Visions in “Vision 2000 – 2040 – “The Styx” namely:
 - (1) Vision 1 – “achieving a viable spring fed ecosystem”;
 - (2) Vision 2 –creating a “Source to Sea Experience”
i.e. creating a continuous walkway along the length of the Styx River to enable people to experience and learn about the river system;
 - (3) Vision 4 – establishing The Styx as “a place to be”
i.e. recognising, maintaining and enhancing the special character of the Styx River area;
 - (4) Vision 5 – “Fostering Partnerships” with other organisations to achieve the above objectives;
- (ix) Recognising the views and expectations of Tangata Whenua, to respect and implement the dual heritage of the partners of Te Tiriti O Waitangi (The Treaty of Waitangi) in attaining the above objects; and
- (x) Doing all such other things as in the opinion of the Trustees may be incidental or conducive to the attainment of the purposes or activities of the Trust.

Provided that the foregoing activities are to be conducted only in furtherance of Charitable Purposes and are not to be so construed as to authorise the pursuit of any non-Charitable Purpose.

4.2 **Accumulation of income:** The Trustees shall not be obliged to pay, apply or distribute pursuant to the terms of this Deed in any year the whole of the income of the Trust Fund arising, accruing or available for payment, application or distribution but may accumulate any monies not paid, applied or distributed.

4.3 **Payment of accumulations:** The Trustees may at any time or times resort to the income accumulations of any preceding year or years and pay, apply and distribute the same as if it were income arising in the year during which it is to be paid, applied or accumulated.

5. TRUSTEES

5.1 **Number of Trustees:** The number of Trustees may change from time to time but shall not be less than six (6) nor more than twelve (12).

5.2 **Power to appoint Trustees:** The power to remove and to appoint new Trustees shall vest in the majority of the Trustees for the time being of the Trust.

- 5.3 **Term of Office of Trustees:** Each Trustee, subject to clause 5.5, shall hold office for life.
- 5.4 **Vacancies in number of Trustees:** The continuing Trustees may act at any time notwithstanding any vacancy in their number.
- 5.5 **Cessation of Office:**
- (a) A Trustee shall cease to be a Trustee if he or she:
 - (i) resigns as a Trustee by giving one months notice of resignation in writing to the remaining Trustees;
 - (ii) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee;
 - (iii) is removed from office by a Resolution of the Trustees;
 - (iv) becomes insolvent or makes any arrangement or composition with his or her creditors generally;
 - (v) dies.
 - (b) A Trustee to whom clause 5.5(a)(iii) applies shall cease to hold office upon the passing by the Trustees of a Resolution to that effect.
 - (c) A Trustee who ceases to hold office in accordance with the provisions of this clause shall cease to be a Trustee of the Trust in all respects except as to the acts and Deeds (if any) necessary for the proper vesting of the Trust Fund in the continuing or new Trustees, which acts and Deeds shall be done and executed at the expense of the Trust Fund.
- 5.6 **Meetings of the Trustees**
- (a) Meetings of the Trustees (to the exclusion of the Board of Management members) may be called by a written request of at least one third of the numbers of the Trustees and delivered to the Secretary;
 - (b) The Secretary shall give the Trustees at least twenty-one (21) days notice of the venue and date of the meeting;
 - (c) The quorum shall be half of the number of Trustees plus one (1);
 - (d) Meetings shall be chaired by a Trustee elected to be chairperson by the Trustees.
- 5.7 **First Annual General Meeting:** The Trustees shall as soon as practicable hold a meeting of Trustees, as the first Annual Meeting of the Trust, and at that meeting shall ensure the appointment and election of the first Board of Management of the Trust.

6. TRUST MANAGEMENT

6.1 Board of Management:

- (a) Subject to clause 7.1, the day to day affairs of the Trust shall be managed by a Board of Management of not less than ten (10) nor more than fifteen (15) persons (“Board of Management members”) elected or appointed as follows:
 - (i) One (1) person appointed by the Christchurch City Council;
 - (ii) One (1) person appointed by Environment Canterbury; and
 - (iii) Two (2) persons appointed by Tangata Whenua.
 - (iv) Two (2) persons with a background in Education.
 - (v) Two (2) persons with a background in Research.
 - (vi) Two (2) persons representative of the general Community.
 - (vii) Up to a further five (5) persons may be appointed or co-opted to the Board of Management in order to assist in achieving the objectives of the Trust.
- (b) A candidate for election as a Board of Management member at an Annual General Meeting of the Trust under clause 6.1(a)(iv, v, vi, or vii) must be nominated by a Trustee or Board of Management member and seconded by another Trustee or Board of Management member. If a candidate is not present at the meeting, then the person nominating the candidate must produce evidence that such candidate is willing to accept nomination.
- (c) The Board shall have the power to fill any vacancies following the Annual General Meeting, or any casual vacancies. Any persons so appointed shall hold office until the next Annual General Meeting of the Board and shall thereupon retire but be eligible for re-election.
- (d) At the Board meeting next following the Annual General Meeting, the Board will appoint a Chairperson, Secretary and Treasurer.
- (e) Subject to clause 6.1(g) and 6.1(h), each elected Board of Management member shall hold office for a term of three (3) years.
- (f) At least one-third of the elected Board of Management members, or if their number is not a multiple of 3, then the number nearest to one-third, shall retire from office at the Annual General Meeting each year. Retiring Board of Management members shall be eligible for re-election at that meeting. Those to retire shall be those who have been longest in office since they were elected. This clause does not apply to Board of Management members elected by the Christchurch City Council, Environment Canterbury or Tangata Whenua.
- (g) At the first meeting of the Board following the first Annual General Meeting, the elected Board of Management members shall determine which of them shall hold office for one (1) year, two (2) years and three (3) years respectively ensuring that no two persons representing the same background group retire by rotation in the same year.

- (h) If a Board of Management member does not attend three (3) consecutive meetings of the Board without leave of absence, that Board of Management member may, at the discretion and on the decision of the Board, be removed from the Board of Management.
- (i) The procedure for meetings of the Board is as follows:
 - (i) All of the Trustees shall be entitled to receive notice of meetings of the Board and minutes of all meetings, to attend meetings of the Board and to vote at meetings of the Board;
 - (ii) A quorum shall be one third of the number of Board of Management members, which if unable to be divided equally into thirds will be rounded up to the nearest figure. Trustees (if any) present at a meeting shall not be counted in the quorum.
 - (iii) The Board shall exercise all of its powers and discretions by majority vote. In the case of equality of votes, the Chairperson shall have a casting vote in addition to his or her deliberation vote;
 - (iv) Each Trustee and Board of Management member shall have one (1) vote. For the avoidance of doubt, a person who is both Trustee and Board of Management member shall be entitled to one (1) vote only.
- (j) A resolution in writing signed by all the Board of Management members shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several like documents each signed by one or more Board of Management members. Any such document sent by a Board of Management member by telex, telegram or facsimile shall be deemed to have been duly signed.
- (k) A meeting of the Board may also be held by means of audio, or audio and visual communication by which all Board of Management members participating and constituting a quorum and Trustees (if any) can simultaneously hear each other throughout the meeting.
- (l) The Board shall take such steps as are necessary to further the charitable objects of the Trust and in doing so will have the power to exercise all the powers of the Trust.
- (m) The Board shall meet at least three (3) times every year. The Secretary shall give all Trustees and Board of Management members at least fourteen (14) days prior notice of the date and venue of the meeting.
- (n) The Board of Management shall report in writing to the Trustees at least twice a year, reporting on finances, policies, activities and any other information, which may be requested by the Trustees.

6.2 Annual General Meeting

- (a) The Board shall convene an Annual General Meeting of the Trust in September of each year.
- (b) The Secretary shall give twenty-one (21) days notice of the venue and date of the meeting to all Trustees and Board of Management members;

- (c) Business carried out at each Annual General Meeting shall include the following:
 - (i) Approval of the minutes of the previous Annual General Meeting and of any other General Meeting since the last Annual General Meeting;
 - (ii) Receipt of an Annual Report from the Chairperson of the Board of Management;
 - (iii) Approval of the Annual Accounts of the Trust;
 - (iv) Election to fill vacancies on the Board of Management;
 - (v) Confirmation of Appointments to the Board of Management;
 - (vi) Consideration of motions of which notice has been given;
 - (vii) Discussions of other business which may properly be brought before the meeting; and
 - (viii) Appointment of an auditor of the Trust.

6.3 General Meetings

The Secretary shall give fourteen (14) days notice of the venue and date of each General Meeting to all Trustees and Board of Management members. The notice shall also describe in a general way the matters to be discussed at the General Meeting.

6.4 Special General Meetings

- (a) Special General Meetings may be called by the Board of Management or by a written request of at least two-thirds of the number of Trustees and delivered to the Secretary.
- (b) The Special General Meeting will be called within thirty (30) working days of the decision being made or the meeting being requested.
- (c) The Secretary shall give fourteen (14) days notice of the venue and date of the Special General Meeting to all Trustees and Board of Management members.
- (d) A Special General Meeting will only consider business related to the reason for which it is called, as notified to the Trustees and Board of Management members.

6.5 Procedure at General Meetings of the Trust

- (a) Meetings shall be chaired by the Chairperson of the Board of Management. If the Chairperson is absent, those present shall elect a Chairperson.
- (b) A quorum shall be half the number of Trustees and Board of Management members plus one (1);
- (c) Each Trustee and Board of Management members shall have one (1) vote. For the avoidance of doubt, a person who is both Trustee and Board of Management member shall be entitled to one (1) vote only.
- (d) All matters shall be determined on a majority vote of the Trustees and Board of Management members present.

- (e) Voting shall be by a show of hands unless the majority of Trustees and Board of Management members present request a poll.
- (f) In the case of equality of votes, the Chairperson shall have a casting vote in addition to his or her deliberate vote.
- (g) The meeting may decide that a secret ballot be held on any vote or election. Scrutineers for the conduct of the ballot shall be elected at the meeting. If voting in a secret ballot is tied, the matter shall be resolved in the negative.
- (h) A resolution in writing signed by all the Trustees and Board of Management members shall be as valid and effectual as if it had been passed at a General Meeting convened and held. Any such resolution may consist of several like documents each signed by one or more Trustees and/or Board of Management members. Any such document sent by a Trustee or Board of Management members by telex, telegram or facsimile shall be deemed to have been duly signed.
- (i) A General Meeting may also be held by means of audio, or audio and visual communication by which all Trustees and Board of Management members participating and constituting a quorum can simultaneously hear each other throughout the meeting.

7. DELEGATION OF POWERS

7.1 **Delegation to committees:** The Trustees may delegate to the Board or to any working party or to any person such of the powers of the Trustees as the Trustees may decide and may stipulate restrictions, rules or policies (such as reporting mechanisms, and intellectual property rights) by, or within which, powers are to be exercised and may revoke any such delegation, wholly or partly, at any time.

7.2 Powers of committees:

- (a) The Board or any person or committee acting under delegated power shall act in accordance with the terms of this Deed.
- (b) Subject to any directions given by the Trustees, the Board or any person or committee to which any powers of the Trustees have been delegated may conduct their affairs in such manner as they may from time to time think fit.

8. SECRETARY

8.1 The Board shall appoint a Secretary.

8.2 The Secretary shall generally assist in the administration of the Trust, both Trustees and Board of Management, and without limitation shall:

- (a) In liaison with the Chairperson, summon meetings of the Board by giving not less than fourteen (14) days notice of the venue and date of the meeting to each Board member and Trustee;

- (b) Keep minutes of all Annual, General or Special Meetings of the Trust and all Board Meetings;
- (c) Have custody of all papers and documents relating to the affairs of the Trust, and the Board of Management;
- (d) Conduct correspondence on behalf of the Trust, and the Board of Management; and
- (e) Ensure that the annual accounts and notices recording changes of the Trustees are filed with the Registrar of Charitable Trust.

9. TREASURER, AUDITOR AND ACCOUNTS

9.1 **Treasurer:** The Board shall appoint a treasurer. It shall be the duty of the Treasurer to keep usual and proper books of account and to report to the Trustees and the Board from time to time on the finances of the Trust and to present annual statements of account for audit and for consideration by the Board and the Trustees.

9.2 **Financial year:** The financial year for the Trust shall be from 1 July to 30 June the following year.

~~9.3 **Accounting records and audit:** The Board shall cause accounting records to be kept that correctly record and explain the transactions and affairs of the Trust and that shall at all times enable the true state and condition of the Trust to be ascertained with reasonable accuracy. The Board shall appoint a chartered accountant (not neither a Trustee or a Board of Management member) to audit the accounts for the Trust as soon as practicable after the end of each financial year. The audited accounts shall be made available to the public, with a copy being forwarded to the Christchurch City Council and Environment Canterbury no later than fourteen (14) days after the Annual General Meeting. (Deleted 21 Nov 2016)~~

9.3 **Accounting records and audit:** *(Amended 21 Nov 2016)*

The Board shall cause accounting records to be kept that correctly record and explain the transactions and affairs of the Trust and that shall at all times enable the true state and condition of the Trust to be ascertained with reasonable accuracy. The Board will have the bank accounts verified by a suitably qualified person (not neither a Trustee or A Board of Management member). A performance report will be made available to the public on the Charities Services website, with a copy being forwarded to the Christchurch City Council and Environment Canterbury no later than fourteen (14) days after the Annual Meeting.

9.4 **First Board meeting:** At the first meeting of the Board following each Annual General Meeting, the Board shall decide by resolution, and seek approval of the Trustees, for the following:

- (a) How money will be received by the Trust;
- (b) Who will be entitled to produce receipts;
- (c) What bank accounts will operate for the ensuing year, including the purposes of such accounts and who will have access to those accounts;
- (d) Who will be allowed to authorise the production of cheques, the Board of Management members entitled to acts as cheque signatories (one of whom shall be the Treasurer) and the number required to sign; and

(e) The policy concerning the investment of money by the Trust.

9.5 **Annual report and accounts:** Prior to each Annual General Meeting of the Trust the Board of Management shall arrange the preparation of the annual report and accounts for the Trust. The report and accounts shall be in such form and specify such particulars as shall be necessary to give a true and fair view of the finances and activities of the Trust but in any event shall include a statement of the assets, liabilities, investments, income, expenditure and distributions of the Trust and any changes to investments since the last annual report and accounts.

10. CONFLICT OF DUTIES

10.1 **Conflicts:** The Trustees and Board of Management members shall be entitled to enter into any contract and to act and exercise all of the powers hereby conferred upon them without being liable to account for any resulting income or profit, notwithstanding that their interests in any private capacity or duties as trustees of any other trust or as shareholders in or directors or officers of any company conflict with their duties as Trustees or members of the Board of Management of the Trust.

10.2 **Declaration of interest:** A Trustee or Board of Management member who is in any way, whether directly or indirectly, interested in any matter in terms of clause 10.1 shall declare the nature of his or her interest at a meeting of the Trustees, or the Board of Management, as the case may require.

10.3 **Voting:** A Trustee or Board of Management member, having declared his or her interest in accordance with clause 10.2 shall still be counted in the quorum present at the meeting and may witness the affixing of the common seal to any contract or agreement but shall not vote in respect of the matter in which the Trustee or Board of Management member is interested.

11. TRUSTEES' POWERS AND DUTIES

11.1 **Powers:** The Trustees, in relation to the Trust Fund and the income arising from the Trust Fund, shall have all the same powers as a natural person acting as beneficial owner of the property from time to time comprising the Trust Fund and such powers shall not be restricted by any principle of construction or rule of law except to the extent that such is obligatory.

11.2 **Examples of powers:** Without limiting the generality of the preceding paragraph and merely by way of example the Trustees shall have the powers set out in the Schedule to this Deed which may be exercised either alone or jointly with any other person or corporation.

11.3 **Duties:** 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 professions, employment or business is or includes acting as a trustee or investing money on behalf of others, it is hereby declared that the care, diligence and skill to be exercised by the Trustees in exercising any power of investment shall not be that required of such persons by section 13C but shall at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

12. COMMON SEAL

12.1 **Use of the common seal:** If the Trust has a common seal whether by reason of the Trust becoming incorporated under the Charitable Trusts Act 1957 or otherwise the following rules shall apply to its use:

- (a) The common seal shall be in the custody of and under the control of the Board of Management;
- (b) The common seal shall not be affixed to any instrument except pursuant to a resolution of the Board and Trustees and every affixing of the common seal shall be witnessed by either two Trustees or by one Board of Management member and the Secretary or in lieu of the Secretary by some other person appointed for that purpose by the Board of Management.

13. TRUSTEES LIABILITY AND INDEMNITY

13.1 **Limited liability:** No Trustee or Board of Management member shall be liable for any loss not attributable to his or her own dishonesty or to the wilful commission by that Trustee or Board of Management member of any act known by him or her to be breach of trust.

13.2 **Indemnity:** Every Trustee or Board of Management member shall be absolutely indemnified out of the Trust Fund, or by Insurance taken out for the purpose of protecting the Trustees and Board of Management, for all liabilities incurred by that Trustee or Board of Management member in the exercise or attempted exercise of any trust, power, authority or discretion vested in the Trustees or Board of Management and shall have a lien on and may use moneys forming part of the Trust Fund in pursuance of this indemnity.

13.3 **Proceedings against co-Trustees:** No Trustee or Board of Management member shall be bound to take any proceedings against any other Trustee and Board of Management member for any breach or alleged breach of trust committed by that Trustee or Board of Management member.

14. NOTICES

14.1 **Service of notices:** Any notice in writing given in terms of this Deed may be delivered personally or sent by ordinary post. Notices sent by post shall be deemed to have been received three days after posting.

15. VARIATION OF THE TRUST

15.1 **Variation:** The Trustees by a two thirds majority resolution shall have the power to enlarge, amend or revoke the powers, authorities and discretions as set forth in this Deed provided that:

- (a) No change may be made which would deprive the Trust of its character or nature as a charitable trust for Charitable Purposes in New Zealand; and

~~(b) No change may be made to clauses 4, 16 and 17 without the consent of the Commissioner of Inland Revenue for the time being. (Deleted 21 November 2016)~~

~~15.2 **Approval not forthcoming:** Where in this Deed the approval of the Commissioner of Inland Revenue is required as a condition of any act or decision of the Trustees or amendment of this Deed and where the Commissioner of Inland Revenue does not approve such act, amendment or decision and the Trustees do not accept the Commissioner of Inland Revenue's refusal, approval, or terms of approval the Commissioner's approval or consent shall not be required if the Trustees obtain a declaration of a Court of competent jurisdiction to the contrary and the Trustees comply with such declaration if any. (Deleted 21 November 2016)~~

16. DISSOLUTION OR WINDING UP

16.1 Dissolution or winding up of the Trust: If on the winding up, failure or dissolution of the Trust there remains after payment of all its debts and liabilities any property or assets whatsoever the same shall be given or transferred to the Christchurch City Council for carrying out Charitable Purposes within New Zealand similar to those set out in this deed or be applied to any such Charitable Purposes within New Zealand as the Trustees may by Resolution determine at or before or during the winding up.

17. CHARITABLE NATURE OF THE TRUST TO BE PRESERVED

17.1 No private pecuniary profit: No private pecuniary profit may be made by any person from the Trust, except that:

- (a) any Trustee and/or Board of Management member may receive full reimbursement for expenses properly incurred by him or her in connection with his or her position as a Trustee and/or Board of Management member;
- (b) the Trust may pay reasonable remuneration to any officer or Board of Management member of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee and/or Board of Management member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by him or her or by any firm or entity of which he or she is a member, employee, or associate in connection with the affairs of the Trust.
- (d) Any such income paid shall be relative to that which would be paid in an arm's length transaction. The Trustees and Board of Management members, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by clause 17.2 are strictly observed.

17.2 Restrictions on benefit and exercise of powers: Notwithstanding anything contained or implied in this Deed:

- (a) no person associated with the Trust or any business carried on by the Trust whether as Trustee, Board of Management member or in any other capacity shall be entitled to receive any benefit; and
- (b) no power shall be exercised by the Trustees or Board of Management member in such a manner,

that would result in the income of the Trust being subject to income tax pursuant to Section CB 4(1)(e) of the Income Tax Act 1994.

18. SCHEDULE OF TRUSTEES SPECIFIC POWERS

(a) **Invest:**

To invest the Trust Fund or any portion thereof, notwithstanding that it may be subject to any liability, in any property whether in New Zealand or overseas.

(b) **Sell:**

To sell all or any part of the property comprising the Trust Fund at such price on such terms and subject to such conditions as they in their absolute discretion think fit with power to allow the whole or any part of the purchase money to remain owing as a debt to the Trust.

(c) **Retain Property:**

To retain property forming part of the Trust Fund for so long as the Trustees think fit without being liable for any loss thereby resulting to the Trust Fund.

(d) **Lease:**

To lease or to take on lease or licence any property on such terms and subject to such conditions as they think fit and to accept or effect such surrenders of leases and licences as they think fit.

(e) **Carry on Business:**

To carry on any business (whether in partnership or otherwise) in which the Trust Fund may at any time be concerned or interested or for which the assets or any of the assets of the Trust Fund may be adapted for such time or times as the Trustees shall think fit with power in the case of any partnership business to become a partner therein and with further power to use and apply any part of the Trust Fund as capital in such business and remunerate all such managers, agents, servants, clerks, workmen and others as the Trustees shall from time to time think fit. The Trustees shall be absolutely indemnified by and out of the Trust Fund for and in respect of any loss or liability which they may sustain or incur by reason of their so carrying on any such business or businesses as aforesaid.

(f) **Borrow:**

To borrow moneys on such terms and subject to such conditions as the Trustees think fit provided that the total borrowings of the Trust shall not at any time exceed the value of the Trust's realisable assets.

(g) **Company Shareholdings:**

In respect of any company in which the Trust Fund holds shares notes stock or debentures:-

- (i) To act as director or directors of such company.
- (ii) To provide out of the Trust Fund further capital for such company either by way of advances loans deposits or otherwise (with security) or by taking further shares notes

stocks or debentures in such company and in any case upon such terms as the Trustees think fit.

- (iii) To concur on such terms as the Trustees think fit in any reconstruction or amalgamation of any company in which the Trustees hold shares notes stock or debentures or in any modification of the rights of the shareholders or others interested therein.
- (iv) Generally to act in respect of any such company in such manner as the Trustees in their absolute discretion shall deem to be in the interests of the Trust Fund.

(h) **Promote Companies:**

To promote or form any company or join in so doing for the purpose of its acquiring any property which or an interest in which forms part of the Trust Fund or acquiring the property of any company in which the Trustees hold shares notes stock or debentures and to sell or concur in selling any property in exchange for shares, notes, stock, debentures or other interests in any company upon such terms and conditions as the Trustees may think fit.

(i) **Determine Capital and Income:**

To determine whether any money for the purposes of these presents is to be considered as income or capital and what expenses ought to be paid out of income and capital respectively and also to apportion blended funds.

(j) **Maintain and Improve Property:**

Generally to maintain manage repair improve and develop any property which or an interest in which for the time being forms part of the Trust Fund in such manner as the Trustees shall think fit.

(k) **Employ:**

To employ and pay any person firm company or corporation (including any Trustee) to do any act of whatever nature relating to the Trust or the administration thereof without being liable for loss incurred thereby.

(l) **Guarantee:**

To guarantee the liability of any person or corporation and to give security in support of any such guarantee.

(m) **Bank Accounts:**

To open an account or accounts at any time or times in any name or names and either on their own behalf or jointly with another at any bank and to overdraw any such account with or without giving security and in addition to the powers conferred by Section 81 of the Trustee Act 1956 to make arrangements with any Bank for any one or more of the following, namely, the Trustees and/or any delegate or delegates named in writing by all the Trustees to operate upon any account at that Bank.

(n) **Insurance:**

To insure against loss or damage by any cause whatsoever any insurable property to any amount not exceeding the full insurable value thereof or the full replacement value thereof as the Trustees may in their absolute discretion from time to time think fit.

(o) **Maintenance Contracts:**

To enter into contracts of any nature whatsoever for the purpose of protecting maintaining or enhancing the value of all or any assets acquired or held by the Trustees or which the Trustees have the right to acquire or hold.

(p) **Prescribe Rules:**

To prescribe and alter further rules for the operation, management and administration of the Trust, the meetings of the Trustees, the mode of convening the same, the conduct of business and otherwise as the Trustees should deem expedient.

(q) **Other Powers:**

To do such other acts and things as the Trustees may in their absolute discretion consider incidental or conducive to the attainment of the general purposes of the Trust.