



\*10055611771\*

Charitable Trusts Register  
Companies Office  
Private Bag 92061  
Auckland Mail Centre 1142


TO: THE REGISTRAR OF CHARITABLE TRUSTS AUCKLAND

Please be advised that RURAL CANTERBURY PHO LIMITED hereby authorise the Trustees of the Charitable Trust, RURAL CANTERBURY PHO TRUST to use that name and to be incorporated as a Board under that name, as well as to be registered as a Charitable Trust under that name.

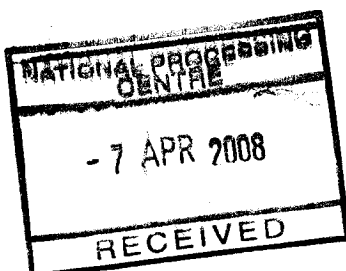
SIGNED by the Director  
ALLAN MARRIOTT

)  
)  
)  
)  
  
Signature

in the presence of

  
Witness signature  
Dianne Rosemary Walker  
Full name  
Project Administrator  
Occupation  
21 Cutts Rd, Awarhead, Chch.  
Address

NPC# 09  
- 7 APR 2008



DATED

27 March

2008

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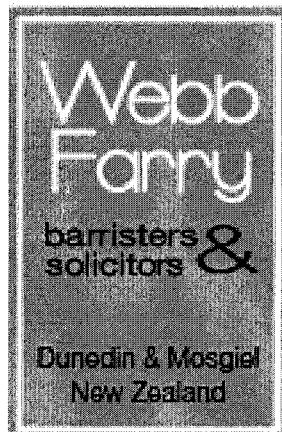
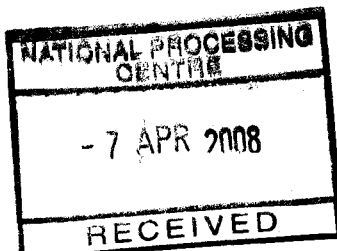
**PARTIES:**

1. **SOUTH LINK HEALTH INCORPORATED** ("Settlor")
2. **THE PERSONS NAMED IN CLAUSE 6.2.8** ("Trustees")

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**RURAL CANTERBURY PHO TRUST**  
**TRUST DEED**

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*Handwritten signature*

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**PARTIES**

- 1 **SOUTH LINK HEALTH INCORPORATED** ("Settlor")
- 2 **THE PERSONS NAMED IN CLAUSE 6.2.8** ("Trustees")

**BACKGROUND**

- A The Settlor wishes to establish a charitable trust known as Rural Canterbury PHO Trust for the objects set out in this deed.
- B On signing this deed, the Settlor will pay to the Trustees the sum of ten dollars (\$10.00) for the purpose of establishing the Trust.
- C The Settlor and the Trustees have agreed to enter into this deed for the purpose of constituting the Trust, specifying its objects, and providing for its control, government and regulation.

**BY THIS DEED** the parties agree as follows:

1 **INTERPRETATIONS**

**Definitions:** Unless the context otherwise requires, in this Trust Deed:

- 1.1 "Casual User" means any person who is eligible for publicly funded health services in accordance with applicable legislation and who is not an Enrolled Person but who receives Services provided by the Company or by Contracted Providers;
- 1.2 "Company" means Rural Canterbury PHO Limited;
- 1.3 "Community" means all persons normally residing or located in the Rural Canterbury area in which the Enrolled Population normally resides, including the Maori Community;
- 1.4 "Consumers" means the Enrolled Population and all Casual Users;
- 1.5 "Consensus" means a process whereby the Trustees, before voting on the resolution, are required to discuss thoroughly the issue and endeavour to obtain an indication as to whether there will be an agreement or not to the resolution before the resolution is formally put;
- 1.6 "Contractor Provider" means any Health Service Provider with whom or with which the Company has an agreement to provide Services to Consumer, including that provider's employees, agents and subcontractors;
- 1.7 "Enrolled Person" means any person who normally resides or is located in the Rural Canterbury area and who is eligible for publicly funded health services in accordance with applicable legislation and who is enrolled with the Company (whether directly or via a Contracted Provider) so as to be eligible to receive health Services provided by the Company;
- 1.8 "Enrolled Population" means all Enrolled Persons;

- 1.9 "Maori Community" means all natural persons claiming or recognising themselves as being of New Zealand Maori descent who normally reside in the geographic Rural Canterbury area in which the Enrolled Population normally resides.
- 1.10 "Rural Canterbury area" means the rural areas of the Canterbury province including but not limited to the townships of Rangiora, Woodend, Kaiapoi, Oxford, Methven, Ashburton, Tinwald, Rakaia, Akaroa, and Diamond Harbour. The Trustees may by unanimous resolution amend this definition from time to time.
- 1.11 "Services" means services provided by the Company in pursuit of its charitable purposes (Clause 3 of the Company Constitution) whether provided directly by the Company or via contracted providers and whether provided to Consumers, Contracted Providers, the Community or the Maori Community "Trustee" also means the member of the Board.
- 1.12 "Trust Fund" means and includes the funds and moneys and investments for the time being representing the same which funds, moneys and investments together with all or any property real or personal and all other assets which are paid assured, set over or transferred to the Trustees at the time of creation of this Trust and all moneys and other assets received subsequently by the Trustees and the income derived from their investment.
- 1.13 "Trustee" means a member of the Board.
- 1.14 Construction
- 1.15 Words importing the singular number shall include plural and the masculine gender the feminine or neuter and vice versa and words importing persons shall include companies. Any covenants or agreements on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.16 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done in words placing a party under restriction include an obligation not to permit infringement of that restriction.
- 1.17 In this Deed reference to any statutory provisions shall include any statutory provision which amends or replaces it and any subordinate legislation made under it.
- 1.18 Headings inserted in this Deed are for convenience and reference only and do not affect the interpretation of this Deed.
- 1.19 References to a clause, schedule or paragraph are references to a clause, schedule or paragraph in this Deed.

## **2 DECLARATION AND ACKNOWLEDGEMENT OF TRUST**

- 2.1 The persons named and described as the Board of Trustees have agreed to act as Trustees by signing this deed together with such other persons as may be appointed pursuant to the terms of this deed.
- 2.2 The Trustees DECLARE that they hold the assets and trust fund and hold office and the Trust is constituted with the objects and the powers, authorities and discretions exercisable by the Board as set out in this deed.

## **3 NAME OF TRUST**

- 3.1 The name of the Trust shall be the Rural Canterbury PHO Trust.



3.2 The Trustees may amend or change the name by Deed.

#### 4 OBJECTS OF TRUST/TREATY OF WAITANGI

4.1 The Objects of the trust are:

- 4.1.1 to improve, maintain and restore the health of people living in the Rural Canterbury area,
- 4.1.2 to provide or ensure the provision of sustainable primary health care services to the community of the Rural Canterbury area,
- 4.1.3 to provide or ensure the provision of effective, high quality integrated health services for the community of the Rural Canterbury area,
- 4.1.4 to assist members of the community of the Rural Canterbury area (particularly those on low incomes and with high health care needs) who have difficulty gaining timely and appropriate health services,
- 4.1.5 to work with the Canterbury District Health Board and community groups within the Rural Canterbury area to achieve any of the above Objects,
- 4.1.6 establish and maintaining an appropriate balance in the provision and use of resources for health protection, health promotion, health education and treatment services;
- 4.1.7 provide any educational, advisory, supervisory planning, administrative and support services as are incidental or conducive to the above purposes;
- 4.1.8 to support any institution, society or other body of persons whether incorporated or not whose objects are similar to the objects of the Trust set out above, provided that any such entity is established for charitable purposes in New Zealand.

4.2 Subject always to all activities of the Trust being for charitable purposes the Objects listed above shall be given the widest possible interpretation and shall include all matters that in the opinion of the Trustees reasonably fall within the ambit of such Objects.

4.3 The Trustees shall recognise the Treaty of Waitangi as the founding document of New Zealand and must recognise and respect the importance of the Treaty in carrying out the Objects of the Trust.

4.4 The objects or purposes of this Trust are or shall be charitable and shall be deemed not to include or extend to any matter or thing which is or shall be held or determined to be non-charitable and the powers and purposes of the Board and trusts hereby created shall be so restricted.

#### 5 INCORPORATION

5.1 The Trustees shall as soon as practicable apply for incorporation of the Trustees as a board under the Charitable Trusts Act 1957.


#### 6 TRUSTEES

##### Number

6.1 The Board of Trustees ("the Board") shall consist of not less than four (4) nor more than twelve (12) Trustees and all persons named as Trustees in this Deed and their successors shall be deemed Trustees.

## Members

6.2 The Board shall consist of the following members:

- 6.2.1 Three (3) Trustees appointed by General Practitioners (GP) practising in the Rural Canterbury area.
- 6.2.2 One (1) Trustee appointed by the Practice Nurses (PN) practicing in the Rural Canterbury area who must be a practice nurse practicing in primary care practice in the Rural Canterbury area.
- 6.2.3 Two (2) Trustees appointed by the Mana - Whenua to represent the Maori Community.
- 6.2.4 Three (3) Trustees, with one Trustee to be appointed by each of the **Ashburton District Council, Christchurch City Council and Waimakariri District Council** (subject to clause 6.2.7).
- 6.2.5 One (1) Community Nurse currently employed in the community rather than with a practice, appointed by the current trustees.
- 6.2.6 One (1) Independent Chair appointed by the current Trustees.
- 6.2.7 The parties having power of appointment (clauses 6.2.1 to 6.2.4) shall have the power to revoke such appointment or appointments and make a further appointment or appointments as the case may be at any time and from time to time.
- 6.2.8 Any Trustee holding office, pursuant to clauses 6.2.1 to 6.2.4 for more than three (3) years shall be confirmed by the Trustees appointing body not less than every three (3) years.
- 6.2.9 The **Ashburton District Council, Christchurch City Council and Waimakariri District Council**, before making an appointment (under clause 6.2.4) shall at least forty (40) days before the day they intend to make such appointment, advertise twice in a local newspaper seeking expressions of interest from the persons who wish to be considered by the respective Council for appointment as a Trustee. A Council shall not be bound to appoint any person making an expression of interest and shall be entitled to appoint persons who have not made an expression of interest. A Council may in making such appointment; consider and address any imbalance in the Board Members in terms of skill, knowledge, gender, equity or any other consideration that is important for the objectives of the Trust.
- 6.2.10 The initial Trustees and Board Members are:
- i Allan Marriott;
  - ii Rosalind Maria Crighton;
  - iii Louise Davis;
  - iv Stephen William Hope Lowndes;
  - v Gavin Stuart Marshall;
  - ~~vi Tracey Potiki;~~ 
  - vii Anne Robinson;
  - viii Michael Alexei Tarry.

### **Validation**

- 6.3 A Trustee (subject to clause 6.4) shall be deemed to have resigned/had their appointment revoked and their successor appointed on written notification to the Secretary by the appointing party in clauses 6.2.1 to 6.2.4 (as the case may be).

### **Disqualification**

- 6.4 Notwithstanding anything to the contrary contained in this deed, each Trustee shall hold office unless by written notice to the Chairman or Secretary of the Board resigns such office or is disqualified from being a Trustee for the following reasons:

- 6.4.1 Dies; or
- 6.4.2 Declines to act; or
- 6.4.3 Is an undischarged Bankrupt; or
- 6.4.4 Is under 18 years of age; or
- 6.4.5 Has been convicted of an offence punishable by imprisonment for a term of two (2) years or more; or
- 6.4.6 Has been convicted of an offence punishable by a term of imprisonment of less than two (2) years and has been sentenced to imprisonment for that offence; or
- 6.4.7 Is prohibited from being a Director or promoter of, or being concerned or taking part in the management of, a Company under section 382, section 383 or section 385 of the Companies Act 1993; or
- 6.4.8 Is subject to a Property Order made under section 10, section 11, section 12, section 30 or section 31 of the Protection of Personal and Property Rights Act 1988, or whose property is managed by a Trustee Corporation under Section 32 of that Act;
- 6.4.9 Is absent from more than three (3) consecutive meetings of the Board without the consent of the Board; or
- 6.4.10 Resigns or is desirous of being discharged from acting as a Trustee;

Then the appointing parties in clauses 6.2.1 to 6.2.4 (as the case may be) or in the event of their refusal then the other appointing parties in clauses 6.2.1 to 6.2.4 (as the case may be) may appoint persons to fill the vacancy and in the event of their refusal then the continuing Trustees may appoint any other persons to be Trustees in place of the Trustee member so dying or declining to act or disqualified from acting or being absent or being desirous of being discharged or resigning.

### **Vacancy**

- 6.5 In the event of the number of Trustees becoming at any time by death or otherwise reduced below four (4) in number the vacancy or vacancies shall be filled up by the remaining Trustees so as to restore that number PROVIDED nevertheless that any act or proceeding of the Trustees for the time being in the interval before the filling up of such vacancy or vacancies shall not be invalidated by reason of such vacancy or vacancies not having been filled.

## **Honorary Appointments**

- 6.6 The Board may appoint a Patron, Honorary Auditor and Solicitor.
- 6.7 The Board may appoint an Administrator.
- 6.8 None of the above appointees shall be a member of the Board but each appointee may be invited to attend meetings of the Board without the right to vote.

## **7 OFFICERS**

- 7.1 The Board shall have the following executive officers who shall unless otherwise stipulated be appointed at the first meeting of the Board after incorporation and at the first meeting of the Board in each financial year:
- 7.2 A member of the Board of Trustees shall be elected as Chairperson.
- 7.3 A member of the Board of Trustees may be elected as Secretary or the Board may appoint a Secretary whose duties shall be to give notice of all meetings to keep minutes and records of all meetings of the Board and any committees and to perform such other duties as the Board may decide and as are normally incidental to the office of a Secretary.
- 7.4 A member of the Board of Trustees may be elected as Treasurer or the Board may appoint a Treasurer (who may also be Secretary) and shall have the custody of the books of account and charge of the funds of the Trust. It shall be the duty of the Treasurer to see that all statutory and other requirements with reference to the financial matters of the Trust are complied with and that the provisions of these rules as to such matters are carried out so far as lies in its powers and to perform such other duties as the Board may decide and as are normally incidental to the office of Treasurer.
- 7.5 The Trustees may delegate such powers of the Secretary and Treasurer to a duly appointed Administrator as they shall see fit, who shall be responsible to the Secretary and Treasurer duly appointed.

## **8 ANNUAL REPORT AND ACCOUNTS**

- 8.1 The Trustees shall keep true and fair accounts of all money received and expended.
- 8.2 The financial year for the Trust shall end on 30 June in each year.
- 8.3 The Trustees shall within three months of the end of each financial year publish an Annual Report and Financial Statement giving details of the operations and activities of the Trust during the financial year, complete audited financial statements in accordance with accepted accounting standards, details of proposals and policies for the future operation of the Trust and such other matters as the Trustees may determine.
- 8.4 Copies of the Annual Report and Financial Statements shall as soon as they are published be forwarded to the Trustees and shall be made available to any other person or organisation requesting one free of charge or at a fee which shall not exceed the reasonable printing and distribution cost of each Report and Financial Statement.

## **9 PROCEEDINGS OF THE BOARD OF TRUSTEES**

- 9.1 The Trustees shall meet at such times and places as they determine.

- 9.2 The Chairperson shall preside at all meetings of the Board at which he or she is present. In the absence of the Chairperson from any meeting, the members present shall appoint one of their number to preside at that meeting.
- 9.3 The Board shall before voting on any issue, make best endeavours to agree by consensus to the resolution to be considered.
- 9.4 However, where a decision cannot be reached on a question to a motion by a two thirds majority or more of members votes it shall unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. Each Trustee and the Chairperson shall have one vote, except that if the voting is tied then the Chairperson shall have a casting or additional vote.
- 9.5 The Trustees shall keep minutes of all their proceedings in relation to the Trust property and the production of any minute so recorded purporting to be signed by the Chairperson or Acting Chairperson for the time being of the Trustees shall be prima facie evidence of the matters referred to in such minute having been authorised done or passed by the Trustees.
- 9.6 Where any procedural requirement contained in this clause shall be found not to have been complied with, any subsequent meeting of the Trust Board may ratify and confirm any earlier action purported to have been taken or done by the Trust Board or any committee by a resolution supported by not less than two thirds of the Trustees present and voting at the meeting of the Trust Board when the resolution ratifying such earlier action is proposed.
- 9.7 At any meeting of the Board of Trustees one half of the members shall form a quorum if the number is even and a majority if the number is uneven and no business shall be transacted unless a quorum is present.

## 10 DELEGATION OF POWERS

- 10.1 Any committee or person appointed as a delegate by a resolution passed at a meeting of the Board may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.
- 10.2 Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the Trust.
- 10.3 Every such delegation shall be revocable at will and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.
- 10.4 It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

## 11 TRUSTEES POWERS

- 11.1 The Board shall manage the affairs of the Trust and control and direct its operations so that the purpose and objects of the Trust shall be most effectively achieved and the same shall have power in addition to the powers conferred on Trustees by law pursuant to the provisions of the Charitable Trusts Act 1957 or otherwise to do and perform any of the acts and things set out in Schedule 1 to the intent that the Trustees shall exercise their powers to apply the Trust Fund for purposes within this Trust Deed.
- 11.2 The Trustees shall not allow any assets income or profits of or in connection with the Trust property at any time to be distributed between or among or paid to the Trustees or

any of them provided however the Trustees may be paid at a fair and reasonable rate out-of-pocket expenses incurred by them in connection with the Trust property or its administration.

11.3 The Board may make amend or rescind by-laws or regulations not inconsistent with these rules for the better attaining the objects of the Trust or any of them and without detracting from the generality of the power hereby conferred in particular:

11.3.1 Prescribing forms of reports and returns to be made by any applicant for the benefits of the Trust or by any agent or servant of the Board.

11.3.2 Providing for any matter not covered or provided for in these rules.

11.4 For the purposes of Section 19 of the Charitable Trusts Act 1957 it is hereby declared that where the Section authorises a Board to enter into contracts required by law to be in writing by the signing on behalf of the Board by any person acting under its authority express or implied, any such contract when entered into by the Board may be signed on behalf of the Trust Board by any Trustee for the time being but by no other person PROVIDED HOWEVER that no such contract shall be entered into by a Trustee on behalf of the Trust Board except with the authority of a resolution passed at a meeting of the Trust Board at a properly constituted meeting.

11.5 All acts done by any meetings of the Trust Board or by any person acting as a Trustee of the Trust shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Trustee of the Trust or any person acting as aforesaid or that they or any of them were disqualified, be as valid as if every person had been duly appointed or had duly continued in office and was qualified to be a Trustee of the Trust.

## 12 COMMON SEAL

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

## 13 LIABILITY OF TRUSTEES

### 13.1 No Trustee shall be liable for:

13.1.1 Any loss not attributable to dishonesty of the Trustee or to the wilful commission by the Trustee of an act known to the Trustee to be a breach of trust; or

13.1.2 The neglect or default of any solicitor, bank, accountant, auditor, stockbroker, investment adviser or other agent employed in good faith by the Trustee.

13.1.3 No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

## 14 REGISTERED OFFICE

14.1 The registered office of the Trust shall be at the offices of South Link Health, Burns House, 10 George Street, Dunedin, or at such office as the Board may from time to time determine.

## 15 VARIATION OF TRUST

- 15.1 The Board may, pursuant to a motion decided by a two thirds majority or more of the members' votes, make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition shall:
- 15.1.1 Detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
  - 15.1.2 Be made to Clauses 17.1 and 17.2 unless first approved in writing by GP (Clause 17.1) and PN (Clause 17.2).
- 15.2 Every such approved alteration or addition shall be registered as required by the Charitable Trusts Act 1957 or corresponding enactment.

## 16 LIQUIDATION OF TRUST

- 16.1 If, in the opinion of the Board, it shall become no longer possible or feasible to carry out the objects of the Trust then the Board may, by resolution, liquidate the Trust. No resolution dissolving the Trust shall take effect unless it has been passed by a majority of not less than two-thirds of the members of the Board and only after three months notice of intention to move such resolution has been given in writing to each Trustee.
- 16.2 Such dissolution shall not take effect unless at a subsequent meeting of the Board called for that purpose (such meeting to be held not earlier than 28 days and not later than 42 days after the date of the meeting declaring such dissolution), such dissolution is confirmed by resolution to that effect carried by a simple majority of those members present and entitled to vote.
- 16.3 Should the Trust be dissolved, then any moneys and property remaining after the due settlement of the affairs of the Trust and the payment of all just debts and claims shall be handed to such charitable society, association, institution, organisation or corporation as in the sole and absolute opinion of the Trustees has objects similar to those of this Trust or more than one as may be specified in the said resolution for general charitable uses and purposes within the Rural Canterbury area and in the event that agreement by resolution cannot be obtained, then as directed by the High Court of New Zealand.

## 17 RURAL CANTERBURY PHO LIMITED

- 17.1 Notwithstanding anything to the contrary in this Deed, in exercising the powers of appointment as Shareholder of the Company, the Trustees shall appoint as Directors of the Company:
- 17.1.1 Three (3) persons nominated by GP and remove such Directors on the request of GP and make such further appointment and remove such Directors at any time and from time to time (as the case may be) PROVIDED any such Director would not be disqualified from being a Trustee of this Deed for the purposes of clauses 6.2.1 or 6.4.
  - 17.1.2 One (1) person nominated by PN and remove such Director on the request of PN and make such further appointments and remove such Director at any time and from time to time (as the case may be) PROVIDED such Director would not be disqualified from being a Trustee of this Deed for the purposes of clauses 6.2.2 or 6.4.
  - 17.1.3 Two (2) Directors representative of the Maori Community (subject to clause 17.1.5). Before making such appointments the Board shall seek nominations from the Maori Community.

17.1.4 Three (3) Directors representative of the Community. Before making such appointment the Board shall at least forty (40) days before the day the Board intends to make such appointment, or appointments, advertise twice in a local newspaper seeking expressions of interest from the persons who wish to be considered by the Board for appointment as Director/Independent Chairman. The Board shall not be bound to appoint any person making an expression of interest and shall be entitled to appoint persons who have not made an expression of interest. The Board may in making such appointment; consider and redress any imbalance in the Board Members in terms of skill, knowledge, gender, equity or any other consideration that is important for the objectives of the Trust.


17.1.5 One (1) Director representative of the Community and in the capacity of a Community Nurse currently employed in the community rather than with a practice and remove such Director at any time and from time to time (as the case may be) PROVIDED such Director would not be disqualified from being a Trustee of this Deed for the purposes of clauses 6.2.5 or 6.4.


17.1.6 One (1) Independent Director and remove such Director at any time and from time to time (as the case may be) PROVIDED such Director would not be disqualified from being a Trustee of this Deed for the purposes of clauses 6.2.6 or 6.4.

DATED this 27 day of March 2008

**SIGNED** by ALLAN MARRIOTT

in the presence of


  
Witness signature  
Dianne Walker  
Full name  
Project Administrator  
Occupation  
21 Cutts Rd, Chch  
Address

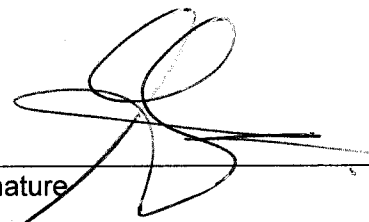
)  
)  
)  
  
Signature

\* 4/48 Chester Street  
Central City, Christchurch, 8013

**SIGNED** by ROSALIND MARIA CRIGHTON

in the presence of

  
Witness signature  
Dianne Walker  
Full name  
Project Administrator  
Occupation  
21 Cutts Rd Chch  
Address

)  
)  
)  
  
Signature

\* 33 Jeffs Drain Road  
RD 2, Kaipoi

**SIGNED** by LOUISE DAVIS

in the presence of

)  
)  
)                     Louise Davis                      
Signature

\* 1547 Poyntz Road  
RD 1, Rangiora

                    Dianne Walker                      
Witness signature  
                    Dianne Walker                      
Full name  
                    Project Administrator                      
Occupation  
                    21 Cutts Rd Chch                      
Address

**SIGNED** by STEPHEN WILLIAM HOPE

LOWNDES  
in the presence of

)  
)  
)                     Stephen Lowndes                      
Signature

\* 40 Lake Terrace  
Poranui, Little River

                    Dianne Walker                      
Witness signature  
                    Dianne Walker                      
Full name  
                    Project Administrator                      
Occupation  
                    21 Cutts Rd Chch                      
Address

**SIGNED** by GAVIN STUART MARSHALL

in the presence of


)  
)  
)                     Gavin Marshall                      
Signature

\* 97 Oak Grove  
Ashburton.

                    Dianne Walker                      
Witness signature  
                    Dianne Walker                      
Full name  
                    Project Administrator                      
Occupation  
                    21 Cutts Rd Chch                      
Address

**SIGNED** by TRACEY POTIKI

in the presence of

)  
)  
)   
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name


\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by ANNE ROBINSON

in the presence of

)  
)  
)   
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Witness signature

Dianne Walker  
\_\_\_\_\_  
Full name


Project Administrator  
\_\_\_\_\_  
Occupation

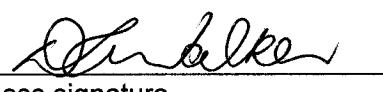
21 Cutts Rd Chch  
\_\_\_\_\_  
Address

# 8 Keir Street  
Langiora

**SIGNED** by MICHAEL ALEXEI TARRY

in the presence of

)  
)  
)   
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Witness signature

Dianne Walker  
\_\_\_\_\_  
Full name

Project Administrator  
\_\_\_\_\_  
Occupation

21 Cutts Rd, Chch  
\_\_\_\_\_  
Address

# 120 Alford Forrest Road  
Auburnton.

**SIGNED** by PAMELA JOAN RICHARDSON

in the presence of



Witness signature

Dianne Walker

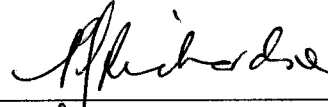
Full name

Project Administrator

Occupation

21 Catts Rd, Chch

Address

)  
)   
)  
\_\_\_\_\_  
Signature

\* Balcarres, Pigeon Bay,  
Akaroa.

## SCHEDULE 1

### POWERS

- 1 TO pay apply transfer or distribute, after payment there from of all costs charges and expenses of the Trust Board or incidental to the establishment management and administration of the Trust property, the whole or any part of the Trust property to for or towards the furtherance of any of the objects of the Trust as the Trustees in their absolute discretion shall determine PROVIDED THAT it is declared that in the carrying on of any business under this Deed and in the exercise of any power:
- 1.1 If authorising the remuneration of trustees no benefit or advantage whether or not convertible into money or any income of any kind shall be afforded to or received gained achieved or derived by any of the persons specified in Paragraphs (i) to (iv) of the second proviso to Section CB4(1)(e) of the Income Tax Act 1994 or any enactment in amendment or in substitution where that person is able by virtue of that capacity as such person specified in any way (whether directly or indirectly) to determine or to materially influence in any way the determination of the nature or the amount of that benefit or advantage or that income or the circumstances in which it is or is to be so received gained achieved afforded or derived except as specifically exempted by that section.
- 1.1.1 Any income, benefit or advantage shall be applied to the charitable purposes set out in Clause 3 of the Deed.
- 1.1.2 No member or person associated with a member of the Trust shall derive any income, benefit or advantage from the organisation where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from:
- i Professional services to the organisation rendered in the course of business charged at no greater rate than current market rates; or
  - ii Interest on money lent at no greater rate than current market rates.
  - iii Or any such income if paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- 1.1.3 No member of the organisation or any person associated with a member shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever.
- 1.1.4 The Trust Board shall be under no obligation to distribute any part of the Trust property in any year.
- 1.1.5 Notwithstanding anything to the contrary contained in this Deed the provisions and effect of this clause shall not be removed from this deed and shall be included and implied into any deed amending, altering or replacing this deed.
- 1.2 IN accordance with Section 13 of the Charitable Trusts Act 1957, the Board shall be capable of holding real and personal property of whatever nature and wherever situated in New Zealand or elsewhere and of suing and being sued and of doing and suffering all such acts and things as bodies corporate may lawfully do and suffer and shall be entitled to do all such things and exercise all such powers and authorities as it shall consider

necessary or desirable in its absolute discretion for the attainment of any of the objects set out in Clause 4.

- 1.3 TO improve manage develop and maintain or lease let underlet surrender mortgage charge or otherwise deal with and turn to account all or any property real or personal of the Trust or any interest and to erect construct alter renovate and maintain any buildings or chattels and to retain use and occupy or deal with the properties or assets of the Trust or any part for all such purposes and in such manner as the Trustees deem fit.
- 1.4 TO expend money as the Trustees shall think fit in the improvement and development of trust assets and otherwise for the benefit of the Trust property.
- 1.5 TO sell dispose of or exchange all real and personal property held by them at any time and whether or not such property has been acquired since the date of signing of this Deed, in such manner and subject to such terms and conditions as the Trustees shall in their discretion think fit PROVIDED HOWEVER that the Trustees shall hold all moneys received by them under this power for the purposes of and in accordance with the objects of this Trust.
- 1.6 TO receive and take any gift of property real or personal for any of the purposes or objects of the Trust whether subject to any special trust or not but the Trustees may decline and refuse to accept any gift or donation.
- 1.7 TO invest the trust fund and the income either alone or in common with any other person or persons in any investment the Trustees believe is prudent.
- 1.8 TO lease or take on lease any freehold or leasehold property or interest with or without chattels for such period at such rent on such terms (including at the discretion of the Trustees a compulsory or optional purchasing clause) and subject to such conditions as they think fit and to effect such renewals or surrenders of leases and tenancies as they think fit.
- 1.9 TO employ and pay all reasonable expenses any person, firm, company or corporation to do any acts of whatever nature relating to these trusts including the receipt and payment of money without being liable for loss incurred.
- 1.10 TO place any property owned by the trust fund (including any bank account) in the name of any agent or nominee for such period or periods or indefinitely as the Trustees in their absolute discretion think fit without being liable for any loss occasioned to the trust funds.
- 1.11 TO advance moneys with or without security and with or without interest to such person, persons or corporation on such terms as they think fit.
- 1.12 TO pay all costs and expenses and other outgoings as may be incurred in relation to the Trust from time to time reposed in the Board.
- 1.13 TO borrow money on bank overdraft or otherwise and upon security by way of mortgage or otherwise and on terms and subject to conditions and for reasons as the Trustees think fit.
- 1.14 TO pay any Trustee who may be an Accountant or Solicitor out of the Trust fund for all business done by them in relation to the Trust fund in like manner as they would have been entitled to charge the Trustees or Trustee if not being a Trustee and the firm had been employed by them to do such business as their Accountant or Solicitor.
- 1.15 TO reimburse the Trustees for their expenses in accordance with the provisions of the Fees and Travelling Allowance Act 1951 as if the Trust Board were a statutory Board

within the meaning of that Act or in accordance with any enactment which replaces that Act.

- 1.16 TO remunerate for their services those Trustees who are employed by the Trust Board as full time or part-time employees by means of a fair and reasonable salary PROVIDED THAT the quantum of any such remuneration shall be determined solely by a firm of Chartered Accountants selected by the Institute of Chartered Accountants of New Zealand AND PROVIDED FURTHER that no Trustee is associated with the firm of Chartered Accountants so selected so as to be able in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or the amount of the remuneration of any Trustee.
- 1.17 TO carry on any business of any kind whatever.
- 1.18 SUBJECT to the provisions of the Charitable Trusts Act 1957 to do perform carry out and execute all such incidental or necessary acts or deeds and things as are requisite for or conducive to the attainment of the objects of the Trust.
- 1.19 TO appoint a Custodial Trustee or Trustees to act as their Custodial Trustee in respect of investments to be made or properly held to hold on the Trustees' behalf all securities and other documents of title relating to such investments or property. The Custodial Trustee or Trustees appointed shall only act on the direct instructions of the Board and shall hold all investments and property in the name of the Custodial Trustee for the account of the Rural Canterbury PHO Trust. The appointment of a Custodial Trustee shall be limited to persons or organisations recognised as having the expertise and services to provide Custodial Trustee duties.
- 2 THE objects and powers set out in any clause or sub-clause of this Schedule shall not, except where the context expressly requires, be in any way limited or restricted by reference to, or any inference from, the terms of any other clause or sub-clause. None of the clauses or sub-clauses or the objects specified or the powers conferred shall be deemed subsidiary or ancillary to any other clause, sub-clause or objects, but the Board shall have the full power to exercise all or any of the objects and powers set out independently, or any other of its objects and powers.
- 3 THE Trustees shall have all power to the fullest extent as the law provides to generally do each and every act both convenient and advantageous and necessarily expedient for the proper carrying out and accomplishment of the objects consistent with this Trust provided in Clause 4.
- 4 THIS deed shall in its interpretation of the objects in Clause 4 be given its widest possible expression provided that no such interpretation shall alter the charitable nature of the deed pursuant to the Charitable Trusts Act 1957 or any Act in substitution.