DATED 23 June 2008

BETWEEN MANAWATU DISTRICT COUNCIL

("the Settlor")

A N D MARY ANN BASKERVILLE, RICHARD JOHN BOWLING, DAVID HAROLD BRODERICK, JOHN CLEMENT CULLING and COLIN McJANNETT

("the Trustees")

DEED OF TRUST CREATING THE MANAWATU COMMUNITY WELLBEING AND HOUSING TRUST

Thomas Gilchrist
Solicitor
Palmerston North

Certified True Copy

A Solicitor of the High Court of New Zealand / ~~Notary Public~~

COOPER RAPLEY
LAWYERS
Palmerston North & Feilding

RMK-015533-110-60-V7:RCL

THE MANAWATU COMMUNITY WELLBEING AND HOUSING TRUST

THIS DEED made on 23rd June 2008

PARTIES

1. **MANAWATU DISTRICT COUNCIL** ("the Settlor")

2. MARY ANN BASKERVILLE, RICHARD JOHN BOWLING, DAVID HAROLD BRODERICK, JOHN CLEMENT CULLING and COLIN McJANNETT ("the Trustees")

BACKGROUND

A The Settlor wishes to constitute a Trust for the following purposes:-

A1 Any charitable purposes within the Manawatu district.

A2 To create a fund to be used for:

A2.1 The promotion of any purpose or purposes within the Manawatu district for the relief of poverty and for the benefit of the residents of the Manawatu district;

A2.2 The promotion of housing for the elderly and disabled residents of the Manawatu district;

A2.3 The promotion of health services for the residents of the Manawatu district;

A2.4 The promotion of well being services for residents of the Manawatu district – these services shall include services promoting the improvement of the lifestyle, health and welfare of residents in the Manawatu district and creating a sense of community for the benefit of the residents of the Manawatu district;

and to accept gifts and grants of whatever description. Provided that any private benefit conferred on any individual is incidental to the above purposes.

B The Settlor has paid to the Trustees the sum of $10.00 to be held by the Trustees on the trust and with the powers set out in this Deed.

IT IS AGREED:

1. **DEFINITIONS**

1.1 In this Deed:

"Trust Fund" means the sum of TEN DOLLARS ($10.00) advanced by the Settlor to the Trustees. It also includes any money, investments, intellectual property or other property paid or given to or acquired by the Trustees after this Deed has been signed with the intention that it be held by the Trustees on the trusts and powers set out in this Deed.

"working day" means a day registered Banks are open for business in Palmerston North other than a Saturday or Sunday.

2. **DECLARATION OF TRUST**

2.1 The Trustees will hold the Trust Fund on trust in perpetuity for the benefit of the residents of the Manawatu district to the extent that this is a charitable purpose under the laws from time to time applying in New Zealand.

2.2 Without limiting clause 2.1 the objectives of this Trust are set out in Background A.

3. NAME

3.1 The Trust established by the Deed shall be known as **The Manawatu Community Wellbeing and Housing Trust** until the Trustees decide otherwise.

4. REGISTERED OFFICE

4.1 The registered office of the Trust shall be the office of the Manawatu District Council, 135 Manchester Street, Feilding until the Trustees decide otherwise.

5. STRUCTURE OF THE TRUST

5.1 The Trust shall be administered by a Board of Trustees ("the Board").

6. MEMBERS OF THE BOARD

6.1 Number of Trustees

The Board shall consist of, five (5) Trustees all of which shall be appointed by the Settlor from time to time.

6.2 Membership of the Board

The Trustees and their initial term of appointment at the date of this Deed are described in the Schedule of Trustees. Other than the initial appointment of Trustees all Trustees are appointed for a maximum term of three (3) years but at any time can be removed from office by the Settlor.

7. VACANCIES

7.1 Any vacancy of a Trustee shall, at the option of the Settlor, be filled by the Settlor appointing another person to fill the vacancy for the unexpired term of the Trustee being replaced.

7.2 Any Trustee who fails to attend three consecutive meetings of the Board without leave of the other Trustees shall be deemed to have immediately vacated their position as a Trustee.

7.3 Any Trustee may resign by giving notice to the Board and the resignation shall take effect from the date stipulated in that notice, or as from the date of that notice being served on the Board at its registered office which ever is the later.

8. Proceedings of the Board

8.1 **Ordinary Meetings**: The Board shall meet at intervals of not less than every two (2) months at such time and place as it determines. At least three (3) working days notice of any ordinary meeting shall be given to the Trustees. These regular meetings shall be described as Ordinary Meetings.

8.2 **Special Meetings**: The Secretary upon requisition of the Chair or not less than three (3) Trustees may call a Special Meeting. At least three (3) working days notice of any Special Meeting shall be given to the Trustees, and the notice shall indicate the general nature of the business to be considered at that meeting.

8.3 **Annual Meeting**: The Board shall hold an Annual Meeting that may be combined with an Ordinary Meeting at which, shall be approved and/or confirmed:

(a) the audited annual accounts of the Trust;

(b) the annual plan or statement of intent of the Trust for the forthcoming year including a budget of income and expenditure and a statement of assets and liabilities;

(c) a report from the Chair or nominee of that Chair dealing with the affairs of the Board for the previous year;

(d) the appointment of a Secretary and Treasurer for the forthcoming year, in accordance with clause 8.5;

(e) the appointment of an auditor for the forthcoming year.

The Annual Meeting shall be held no later than 31 October in each year. At least seven (7) working days notice of an Annual Meeting shall be given to the Trustees.

8.4 **Notice of Meetings**: Each notice shall specify the place, the day, and the hour of the meeting. Notice shall be deemed to have been given to any Trustee if it has been delivered personally to a Trustee, or to the Trustees address, posted, faxed or e-mailed to the last known address of the Trustee and shall then be deemed to have been received:

8.4.1. in the case of communication by letter on the third (3rd) day after being posted by mail, correctly addressed and stamped;

8.4.2. if given by hand, on personal delivery to the recipient or to such address;

8.4.3. in the case of communication by facsimile when transmitted with no indication of incomplete transmission to the recipient's last known facsimile number; and

8.4.4. in the case of communication by e-mail when transmitted with no indication of incomplete transmission to the recipient's last known e-mail address.

The accidental omission to give notice to any Trustee or the non-receipt by any Trustee of a notice shall not invalidate the meeting to be held.

8.5 **Officers**: The Board shall appoint a Secretary and Treasurer, to be appointed at the Annual Meeting in accordance with clause 8.3(d). These offices may be combined. The Secretary and Treasurer may or may not, at the discretion of the Board, be members of the Board.

8.6 **Quorum**: At any meeting of the Board there shall be a quorum if there are three (3) voting Trustees present and no business shall be transacted unless a quorum is present. If a meeting is short of a quorum at its commencement, or falls short of a quorum after it commences, the meeting shall lapse.

8.7 **Chair**: The Chair shall be appointed by the Board from its members, at each Annual Meeting of the Board. The Chair shall preside at all meetings of the Board at which they are present. In the absence of the Chair at any meeting the members present shall appoint one of their number to preside at that meeting.

8.8 **Voting**: All questions before the Board should be decided by consensus. Where a consensus decision is unable to be reached on a matter it shall unless otherwise specified in this document be put as a motion to be decided by a majority of votes. Each voting Trustee present, including the Chair, shall have one vote. If the voting is tied the Chair shall have a second or casting vote.

8.9 **Minutes**: The Secretary shall keep minutes of all Board meetings, which shall be available for inspection by the Trustees at reasonable times.

9. REMUNERATION

9.1 Each Trustee may be reimbursed for actual and reasonable out of pocket expenses in carrying out responsibilities under this Deed.

9.2 Each Trustee shall at the sole discretion of the Settlor, be eligible to receive reasonable remuneration for carrying out Trustee duties. The

appropriate level of remuneration will be prescribed from time to time by the Settlor after consideration of the following factors:

9.2.1. The charitable status of the Trust;

9.2.2. The need to attract and retain appropriately qualified people to be Trustees;

9.2.3. the levels and movement of remuneration in comparable roles;

9.2.4. The past performance of the Trust;

9.2.5. The financial situation of the Trust.

10. PERSONAL PECUNIARY PROFIT

10.1 Any income benefit or advantage shall be applied to the charitable purposes of the Trust.

10.2 No Trustee shall derive any income benefit or advantage from the Trust where they can materially influence the payment of the income benefit or advantage except where that income benefit or advantage is derived from a professional services Trust redirected in the course of business charged at no greater rate than current market rates or interest on money lent at no greater rate than current market rates.

11. DUTIES

11.1 The duties of the Trustees shall be to make and implement policy and decisions relating to the purposes of the Trust including but not so as to limit distribution or retention of income and capital of the Trust Fund for the purposes of this Trust.

12. TRUSTEE'S INVESTMENT POWERS

12.1 **General Power**: The Trustee may invest or re-invest the Trust Fund (whether in New Zealand or elsewhere) as the Trustee from time to

time thinks fit. The Trustee shall not be liable for, and shall be indemnified by and out of the Trust Fund in respect of, any loss or liability that may be sustained or incurred by reason of the exercise of their power of investment.

12.2 **Trustee Act Part II**: Clauses 12 and 13 will apply in precedence to any rule of law or the provisions of any statute (in particular sections 13B and 13C of the Trustee Act 1956) and this is to be treated as an expression of a contrary intention for the purposes of section 13D(1) of that Act.

12.3 **The Trustee Act 1956**: The Trustee shall have all the powers of a Trustee specified in Part III of the Trustee Act 1956.

13. **TRUSTEES' INDEMNITY IN RELATION TO INVESTMENTS**

13.1 Without restricting the wide and general nature of clause 12, the Trustees:

13.1.1. Need not diversify investments or maintain a balanced investment strategy;

13.1.2. The Trustees may retain any investments coming into the Trustees' hands as part of the Trust Fund even if they are of a wasting, speculative or reversionary nature.

13.1.3. May retain intellectual property, land or interests in land or bank deposits or bank accounts or any other type of investments as the sole or predominant asset class in the Trust Fund;

13.1.4. May adopt a portfolio approach to investment;

13.1.5. May delegate investment decisions, management or allocation to a professional investment manager or advisor or a Trustee Corporation (as defined in the Trustee Act 1956).

14. **NOT LIABLE**

14.1 The Trustees will not be liable for any loss incurred as a result of investing any part of the Trust Fund in a manner specified in clauses 12 and 13.

15. **FURTHER TRUSTEES' POWERS**

15.1 **Purchase**: The Trustees may purchase any property in New Zealand or elsewhere which the Trustees consider will benefit the Trust Fund on such terms and conditions as the Trustees think fit.

15.2 **Licence**: The Trustees may licence, let, lease or bail any part of the Trust Fund or any part thereof on such terms and conditions as the Trustees think fit. The Trustees may also manage any tenancies, leases and bailments forming part of the Trust Fund and accept surrenders of them.

15.3 **Sell**: The Trustees may sell all or any part of the Trust Fund in the manner and on the terms the Trustees think fit, including a term allowing all or part of the purchase price to remain owing on mortgage provided that no land may be sold without the prior written approval of the Settlor.

15.4 **Postpone Sale**: The Trustees may postpone the sale, calling in and conversion of any part of the Trust Fund for so long as the Trustees think desirable even if it is of a wasting speculative or reversionary nature.

15.5 **Sub-divide or Develop**: The Trustees may sub-divide or develop the whole or any part of the land forming part of the Trust Fund. For this purpose the Trustees may employ surveyors, builders, land agents, architects or contractors or prepare plans, make roads, lay drains and do anything else the Trustees consider desirable or necessary for the proper carrying out of the sub-division or development.

15.6 **Maintenance**: The Trustees may maintain, manage and improve any property that forms part of the Trust Fund in whatever manner that the Trustees think fit. For those purposes, the Trustees may pay and apply any part of the capital and income of the Trust Fund and the Trustees think fit.

15.7 **Grant Options**: The Trustees may grant an option or options to purchase, lease or exchange any property forming part of the Trust Fund on such terms and conditions as the Trustees think fit. Any option may be incidental to or independent of any sale, lease, exchange or other disposition.

15.8 **Borrow**: The Trustees may borrow money on such terms and conditions and for such purposes as the Trustees think fit. The Trustees may give security for repayment over the whole or any part of the Trust Fund, even if some part given as security does not benefit from the borrowing.

15.9 **Lend**: The Trustees may lend any money to any person on such terms and conditions (including as to security, interest rate and time of repayment) as the Trustees think fit.

15.10 **Guarantee**: The Trustees may guarantee the obligations or any person, company, organisation, institute or company on terms and conditions and for such purposes as the Trustees think fit. The Trustees may give security with respect to any guarantee given by them over the whole or any part of the Trust Fund, even if some part given as security does not benefit from the giving of the guarantee.

15.11 **Joint Ventures**: The Trustees may join with any other person in acquiring and retaining undivided interests less than the whole in any property or to hold such property as tenant in common or to permit such property to be held in the name of a nominee.

15.12 **Insurance**: The Trustees may affect insurance in respect of any property forming part of the Trust Fund on such terms and conditions as the Trustees think fit. The Trustees subject to New Zealand laws may at their discretion also take out Trustee liability insurance.

15.13 **Depreciation or Reserve Funds**: The Trustees may set aside income from the Trust Fund at any time as a depreciation or reserve Fund. The Trustees may determine whether the Funds so set aside are income or capital.

15.14 **Carry On Business**: The Trustees may acquire, commence or carry on any type of business either alone or in partnership with any other person or persons for such time as the Trustees think fit. The Trustees may use any part of the Trust Fund as capital in such business and may employ such persons as the Trustees think necessary.

The Trustees will not be liable for any loss caused by carrying on the business but will meet any business losses for any accounting period fixed by the Trustees out of the income and capital of the Trust Fund in such proportions as the Trustees think fit.

15.15 **Delegation:** The Trustees may delegate any of their functions and/or duties under this Deed to a nominee as determined by them from time to time and will not be liable for any loss caused by the act of nomination or the action or inaction of their nominee.

15.16 **Charitable Trusts Act 1957**: The Trustees may register the Trust as a Charitable Trust Board under the Charitable Trusts Act 1957.

15.17 **Advisory Trustee:** The Trustees may appoint any person or persons at any time or times as Advisory Trustee or Advisory Trustees of the trusts hereof (such person or persons shall have the status and powers conferred on advisory Trustees by the Trustee Act 1956 (or any statutory modification or re-enactment thereof)

15.18 **Natural Person:** Notwithstanding any other provision in this Deed, but subject to clause 15.3 and to all laws and in particular laws relating to charities, the Trustees in fulfilling their duties set out in this Deed shall have all the powers of a natural person.

15.19 **Intellectual Property**: To hold and protect intellectual property through such means as are appropriate including applications for trade marks and other intellectual property protection measures and to licence and control the use of that intellectual property for the purposes of this Trust.

16. LIABILITY OF TRUSTEE FOR BREACHES OF TRUST

16.1 No Trustee shall be liable for any loss that is not attributable either:

16.1.1. To dishonesty or to willful commission by that Trustee; or

16.1.2. To any act known by that Trustee to be in breach of Trust.

16.2 The Trustees shall be indemnified out of the Trust fund for any costs, expenses and damages arising from any claim not attributable to dishonesty or willful commission.

17. AMENDMENTS TO TRUST DEED

17.1 The Settlor and the Trustees may by deed signed by the Settlor and the Trustees at any time or times, revoke, add or vary all or any of the terms and provisions of, and, without limiting the generality thereof, all or any of the Trust's beneficial interests powers and discretions set out or contained in, this Deed as varied from time to time provided that no part of the Trust Fund or the income there from shall become subject to any Trusts other than Trusts for Charitable Purposes.

18. **WINDING UP**

18.1 On winding up of the Trust Fund after all legitimate expenses have been accounted for the Trust Fund shall be distributed at the discretion of the Settlor, to a charitable body within the Manawatu district.

SCHEDULE OF TRUSTEES

The initial Trustees and their initial term:

Name	**Term**
Colin McJANNETT	Expiring 30 June 2009
Richard John BOWLING	Expiring 30 June 2010
David Harold BRODERICK	Expiring 30 June 2010
Mary Ann BASKERVILLE	Expiring 30 June 2011
John Clement CULLING	Expiring 30 June 2011

SIGNED for and on behalf of)
MANAWATU DISTRICT COUNCIL)
as Settlor by:)

THE MANAWATU DISTRICT COUNCIL The Common Seal Of

MAYOR

CHIEF EXECUTIVE

SIGNED as Trustee by)
MARY ANN BASKERVILLE)
in the presence of:)

Witness

Law Clerk to
Cooper Rapley Lawyers
Occupation Palmerston North

Address

SIGNED as Trustee by)
RICHARD JOHN BOWLING)
in the presence of:)

Witness

Law Clerk to
Cooper Rapley Lawyers
Occupation Palmerston North

Address

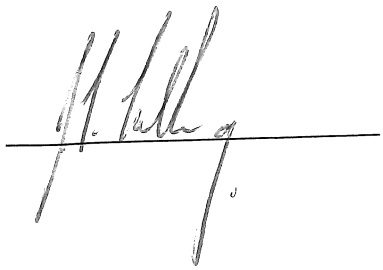
SIGNED as Trustee by)
DAVID HAROLD BRODERICK)
in the presence of:)

Witness Law Clerk to
Cooper Rapley Lawyers
Palmerston North

Occupation

Address

SIGNED as Trustee by)
JOHN CLEMENT CULLING)
in the presence of:)

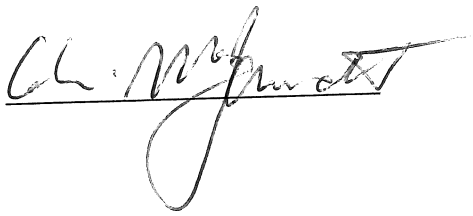


Witness

Law Clerk to
Occupation Cooper Rapley Lawyers
Palmerston North

Address

SIGNED as Trustee by)
COLIN McJANNETT)
in the presence of:)



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