

Dated

2014

**DEED OF CHARITABLE TRUST
KATE VALLEY LANDFILL COMMUNITY
TRUST**

TRANSWASTE CANTERBURY LIMITED
Settlor

**KATE VALLEY LANDFILL COMMUNITY TRUST
TRUSTEES**
Trustees

CONTENTS

1. INTERPRETATION	1
2. DECLARATION OF TRUST AND OBJECTS	3
3. DISTRIBUTION OF TRUST FUND	3
4. ACQUISITION OF ASSETS	3
5. SPECIAL TRUSTS	4
6. RECEIPT OF PAYMENTS	4
7. RULES	4
8. GENERAL PROVISIONS	4
9. GENERAL POWERS	7
10. TRUSTEES DISCRETION	7
11. POWERS	7
12. INCORPORATION AS A BOARD	12
FIRST SCHEDULE	16
SECOND SCHEDULE	25
THIRD SCHEDULE	26
FOURTH SCHEDULE	27

THIS TRUST DEED is made the

day of

2014

PARTIES

- (1) **TRANSWASTE CANTERBURY LIMITED** at Christchurch (“the Settlor”)
- (2) **THE KATE VALLEY LANDFILL COMMUNITY TRUSTEES** (as specified in the Second Schedule)

BACKGROUND

- A. The Settlor wishes to establish a charitable trust for purposes beneficial to those people whose principal place of residence is within the area identified on the plan in the Third Schedule.
- B. The Settlor has resolved that the Trustees be appointed as the first trustees of a trust to be called the Kate Valley Landfill Community Trust.
- C. The Trustees have agreed to act as trustees of the Kate Valley Landfill Community Trust.
- D. The Settlor being desirous of carrying out the terms of the said resolution has paid to the Trustees a certain sum of moneys to the intent that the same and any additional moneys which the Settlor may, from time to time pay to the Trustees in accordance with the Transwaste Funding Policy, shall comprise the Trust Fund as hereinafter defined and shall be held in perpetuity by them **UPON THE TRUSTS** hereinafter declared.
- E. The parties have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 In this Deed the following words and expressions shall have the following meanings:

“**Amberley Districts Residents Association**” means the Amberley Districts Residents Association Incorporated;

“**Amberley Trustee**” means the Trustee listed as the Amberley Trustee in the Second Schedule hereto or elected and appointed in accordance with the Rules.

“**Amberley Ward**” means the Amberley Ward area as identified by the Hurunui District Council from time to time.

“**the Charitable Purpose**” means any purpose for the general benefit of the Community including, but without limitation the establishment or maintenance of domains and parks, the maintenance and care of local roads, the beautification of the area, gifts for local libraries or museums, gifts to local daycare centres, kindergartens and schools, and any other purposes (whether relating to relief of poverty, the advancement of education or any other matter which in the opinion of the Trustees will in general terms benefit the Community) in the Community Area and, where such

purpose would benefit the Community, in the Hurunui District, which are charitable according to the laws of New Zealand.

“the Community” means those persons whose principal place of residence at any given time is within the Community Area.

“Community Area” means the contributing area to the Waipara School as more particularly shown in the Third Schedule.

“Community Trustee” means a Trustee listed as a Community Trustee in the Second Schedule hereto or elected and appointed in accordance with the Rules.

“Income Year” means any year or other accounting period ending on 30 June or any other date which the Trustees adopt by resolution as the date up to which accounts are to be made in each year.

“Initial Trustees” means the persons appointed by the Settlor and listed in the Second Schedule.

“Resident of the Amberley Ward” means those persons who are over the age of 18 years and whose principal place of residence at any given time is within the Amberley Ward.

“Settlor’s Trustee” means a person listed as a Settlor’s Trustee in the Second Schedule hereto or any person nominated by the Settlor in accordance with the Rules.

“Teleconference Meeting” means, for the purposes of Rule 21 in the First Schedule to this Deed, a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication.

“Transwaste Funding Policy” means the Settlor’s funding policy set out in the Fourth Schedule.

“the Trust” means the Kate Valley Landfill Community Trust.

“the Trustees” mean the Trustees named in the Second Schedule and such other persons as may from time to time be appointed Trustees pursuant to the provisions of this Deed. All references to the Trustees shall where appropriate include the board of Trustees after the incorporation of the Trustees as a board under Part II of the Charitable Trusts Act 1957.

“the Trust Fund” means the sum settled, or to be settled in accordance with the Transwaste Funding Policy, upon the Trust by the Settlor together with such other money and property both real and personal as may from time to time be paid or given to or acquired by or agreed to be acquired by the Trustees or any special trust as hereinafter defined with the consent of the Trustees or any special trust as hereinafter defined with the consent of the Trustees after this Deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this Deed.

1.2 In this Deed the following provisions shall apply:

- (a) references to clauses are to clauses of this Deed;
- (b) references to schedules are to schedules in this Deed;

- (c) references to this Deed include its schedules;
- (d) references to the provisions of any Act shall be construed as a reference to those provisions as modified, extended or replaced by any statute for the time being in force;
- (e) words importing the singular include the plural and vice versa;
- (f) words importing one gender include the others; and
- (g) the contents page and the headings to clauses are for convenience only and are not part of the content of this Deed.

2. DECLARATION OF TRUST AND OBJECTS

- 2.1 The Settlor hereby directs and the Trustees do hereby acknowledge and declare that the Trustees shall stand possessed of the Trust Fund UPON TRUST to pay, apply, or appropriate as much of the capital of the Trust Fund and any income arising therefrom in an Income Year as the Trustees think fit in perpetuity for and towards the Charitable Purpose according to the laws of New Zealand.

3. DISTRIBUTION OF TRUST FUND

- 3.1 The Trustees shall, wherever possible, pay, apply or appropriate all of the capital of the Trust Fund and any income received therefrom in the Income Year in which such capital or income is received.

- 3.2 Where the Trustees decide:

- (a) that it is not possible or desirable to pay, apply or appropriate all of the capital and income of the Trust Fund in accordance with clause 3.1 in any Income Year; or
- (b) that it is necessary to accumulate a reserve fund over more than one Income Year to achieve a Charitable Purpose,

the Trustees may retain all or part of the capital of the Trust Fund and any income arising therefrom in an Income Year and any income so accumulated shall be added to the capital of the Trust Fund so that it becomes part of the Trust Fund and is held on the same trusts and with the same powers.

4. ACQUISITION OF ASSETS

- 4.1 The Trustees may by all lawful means acquire and receive real and personal property and except where special trusts are declared shall apply the same for and towards the Charitable Purpose and the Trustees shall do and carry out all such matters and things as are necessary to effect the trust hereby created and may accept or acquire property for the Trust or upon special trusts connected with the Trust **PROVIDED ALWAYS** that the Trustees shall not be bound to accept the property for any of the foregoing trusts unless they shall in their absolute discretion consent so to do.

5. SPECIAL TRUSTS

- 5.1 When property is accepted by the Trustees upon special trusts to be declared by the donor of the property all the powers and provisions of these presents shall be deemed to be incorporated in the Deed declaring such special trust except in so far as the same shall be expressly excluded or modified to be inconsistent with such special trusts.

6. RECEIPT OF PAYMENTS

- 6.1 The receipt of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this Deed, shall be complete discharge to the Trustees for that payment.

7. RULES

- 7.1 The Rules (with any valid alterations) set out in the First Schedule hereto which govern the appointment, reappointment, retirement and proceedings of the Trustees subject to the provisions of this Deed ("the Rules"), will bind the Trustees both before and, if applicable, after their incorporation as a Board under the Charitable Trusts Act 1957.

8. GENERAL PROVISIONS

Appointment of New and Additional Trustees

- 8.1 The number of Trustees shall be six (6) Trustees who shall be appointed in accordance with Part 1 of the Rules.
- 8.2 The statutory power of appointment of new Community Trustees and a new Amberley Trustee shall be vested in the Trustees but such appointment shall be governed by Part I of the Rules. In the case of a disagreement between the Trustees, a majority in number decision shall be binding. If at any time there are no Trustees, then the statutory power of appointment shall be vested in the Settlor, but any such appointment by this section shall be governed by Part I of the Rules.
- 8.3 After the expiry of the term of office of all of the Initial Trustees, the Trustees shall also have power to appoint any person at any time as Community Trustee and/or an Amberley Trustee to fill any vacancy in office which arises between elections held in accordance with the Rules to elect Community Trustees and the Amberley Trustee. Such appointee shall retire and be eligible for re-election at the next such elections.

Alterations to Deed

- 8.4 The Trustees may, with the prior written consent of the Settlor, by resolution of three quarters of the Trustees present and voting at a duly convened and conducted meeting of the Trustees, revoke, add to or vary all or any of the Trust's terms and conditions contained in the Rules or this Deed or the trust terms and conditions contained in any variation or alteration or condition made thereto from time to time and may in like manner declare any new or other trust terms and conditions concerning the Trust Fund or any part or parts thereof provided that:

- (a) At least 28 days notice of the meeting has been given to each Trustee setting out the subject matter of the meeting and the quorum for such meeting shall be all of the then current Trustees;
- (b) Such revocation addition or variation shall comply with the provisions of the Charitable Trusts Act 1957 and the Income Tax Act 2004 and shall not affect the status of the within trust as a charitable trust or tax-exempt entity within the meaning of those Acts;
- (c) Such revocation addition or variation shall not affect the beneficial entitlement to any amount set aside for any Charitable Purpose prior to the date of the variation revocation or addition;
- (d) Such revocation addition or variation shall not affect the Settlor's right to appoint the Settlor's Trustees pursuant to Rule 4.
- (e) The deed whereby such revocation addition or variation is effected ("the Deed of Variation") shall provide that the provisions of this clause or provisions to the like effect shall apply to the trusts terms and conditions upon which the Trust Fund or the part or parts the subject of the Deed of Variation and from that time held; and
- (f) The Deed of Variation shall be expressed not to take effect and shall not take effect until a memorandum has been endorsed on this Deed.

8.5 The Trustees shall, within 3 months of the third anniversary of the date of this Deed, hold a meeting to review:

- (a) The operation of the Trust;
- (b) The provisions of this Deed; and
- (c) The Rules,

and following such review may, with the prior written consent of the Settlor, by resolution of three quarters of the Trustees present and voting at a duly convened and conducted meeting of the Trustees, revoke, add to or vary all or any of the Trust's terms and conditions contained in the Rules or this Deed or the trust terms and conditions contained in any variation or alteration or condition made thereto from time to time and may in like manner declare any new or other trust terms and conditions concerning the Trust Fund or any part or parts thereof subject always to the provisos set out in clause 8.4(a) to 8.4(f) above.

8.6 The powers granted by clauses 8.4 and 8.5 are in addition to and not in derogation from any applicable statutory power whereby the trust of this settlement or the trusts upon which the Trust Fund or any part thereof are from time to time held may be varied.

Advice of Counsel

8.7 If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a barrister of the High Court of New Zealand of at least 7 years' standing. And they may act upon the barrister's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a

barrister's opinion, however, will not restrict the Trustee's right to apply to the High Court of New Zealand for directions.

Dealing with "interested" Trustees

8.8 Each Trustee may act as a Trustee and still contract or otherwise deal with the Trustees in his or her personal capacity or in another capacity as if he or she had not been appointed as a Trustee. This right to continue to act as a Trustee shall apply even though a Trustee's interest or duty in a particular matter may conflict with his or her duty to the beneficiaries of the Trust Fund provided that in such a case such Trustee shall:

- (a) Disclose his or her interest to the Trustees as soon as he or she becomes aware of any actual or potential conflict of interest; and
- (b) Unless the remaining uninterested Trustees present unanimously consent to such Trustee voting after his or her interest is disclosed, abstain from any vote of the Trustees in relation to the matter in question.

Pecuniary Profit and Benefits and Advantages

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

- (a) The Trustees may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustees in connection with the affairs of the Trust; and
- (b) The Trustees may pay to any person (other than a Trustee) reasonable and proper remuneration in return for services actually rendered to the Trust,

PROVIDED THAT notwithstanding anything to the contrary in this Deed, no remuneration or benefit or advantage (regardless of whether it is convertible into money) or income of the kind referred to in section CW 35(1) of the Income Tax Act 2004 shall be paid or afforded to or received or gained or achieved or derived by any person if the payment of such income would deny the Trustees an exemption from tax or income derived by the Trustees in respect of that income by reason of section CW 35(1)(b) of the Income Tax Act 2004.

Liability of Trustees

8.10 A Trustee shall be liable only for any loss attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust. In particular, no Trustee shall be bound to take, or liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.

Indemnity

8.11 Any Trustee, officer or employee of the Trust shall be indemnified out of the assets of the Trust against any liability which he or she incurs in successfully defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust. If some of the assets of the Trust are held on separate specific trusts then such a Trustee, officer or employee may be

indemnified out of those assets to the extent that the Trustees in their discretion think just and equitable.

Charges

- 8.12 Subject always to clause 8.7 if any of the Trustees is engaged in a profession or business that Trustee may charge fees for work done by the Trustee or that Trustee's firm (whether or not the work is of a professional or business nature) on the same basis as if that Trustee were not one of the Trustees but employed to carry out the work on their behalf.

9. GENERAL POWERS

- 9.1 The Trustees may exercise the powers, authorities and discretions conferred by this Deed in addition to, and not so as to limit, the powers, authorities and discretions conferred upon trustees generally by the Trustee Act 1956 and upon Boards by the Charitable Trust Act 1957. But all the Trustee's powers, authorities and discretions shall be subject to any direction to the contrary in any instrument evidencing or conferring a gift accepted by the Trustee, whether the gift is subject to a trust for a specific purpose or is generally for the purposes of the Trust Fund.

10. TRUSTEES DISCRETION

- 10.1 The Trustees shall in their unfettered and absolute discretion decide whether any person or entity is or is not entitled to benefit in terms of the trust hereby created and the Trustees' decision shall be final and binding on all persons and the Trustees shall not be personally liable to pay any damages costs or expenses incurred by reason of their opposing any claim in any court and all such damages costs and expenses shall be payable out of the Trust Fund.

11. POWERS

- 11.1 The Trustees shall in addition to any powers already expressed or implied in this Deed have the following powers;

To Retain Investments

- (a) To retain all or any of the investments for the time being forming part of the Trust Fund notwithstanding that they may not be investments authorised by law for the investment of trust funds AND the Trustees shall not be responsible or accountable for and shall be absolutely indemnified by and out of the Trust Fund for and in respect of any losses sustained by the Trust Fund by reason of the Trustees so retaining any such investments.

To Sell

- (b) To sell all or any part of the real and personal property of the Trust Fund either by public auction or private contract or in such manner and subject to such terms and conditions as the Trustees shall in their absolute discretion think fit with power to allow the whole or such part of the purchase money as they think fit to remain on mortgage of the property sold.

To Postpone Sale

- (c) To postpone the sale calling in and conversion of the real and personal property of the Trust Fund or any part thereof for so long as the Trustees think fit notwithstanding that it may be of a wasting speculative or reversionary nature.

To Let

- (d) To let any real or any personal property for the time being remaining unsold either from year to year or for any term of years or otherwise at such rent and subject to such covenants and conditions as the Trustees think fit and also to accept surrenders of leases and tenancies and generally to manage the same as the Trustees think fit.

To Invest

- (e) To invest the Trust Fund or any part thereof available for the purpose in such of the following security or securities:
 - (i) In any New Zealand Government securities, or in any of the stock, funds, or other securities of the Government of the Commonwealth of Australia, or of any State thereof;
 - (ii) In the debentures, stock, bonds, or other securities issued under any general or special statutory authority by any local or regional authority;
 - (iii) On deposit with any registered bank;
 - (iv) In the acquisition of any equity security listed on the New Zealand Stock Market or the New Zealand Alternative Market or any successors thereto; or
 - (v) In any debt security listed on the New Zealand Debt Market or any successor thereto,
 - (vi) as in the opinion of the Trustees may be beneficial to the Trust Fund WITH POWER to vary and transpose any such investments or securities from time to time AND no Trustee shall be liable for any loss arising from any breach of section 13B or section 13C of the Trustee Act 1956, unless that loss is attributable to that Trustee's own dishonesty or wilful commission by that Trustee of any act known by that Trustee to be a breach of trust.

To Purchase Property

- (f) To purchase or acquire (at such price as the Trustees may consider proper) any real or personal property of any description or any interest therein and whether in New Zealand or elsewhere as may in the opinion of the Trustees be beneficial to the Trust Fund with power to allow the whole or any portion of the purchase money to remain owing on mortgage of the property so acquired and with the exercise of this power the Trustees may purchase or acquire any such property from any other Trustee hereof.

To Settle Accounts

- (g) To agree and settle accounts with all persons firms or companies liable to account to the Trustees and to compromise all questions relating to the Trust Fund and to grant effectual receipts discharges and releases.

To Employ

- (h) To employ and discharge such managers, servants, agents, overseers employees, valuers, stock and station agents and other agents, surveyors, engineers, solicitors, accountants and other persons as the Trustees may think fit and to pay such fees, salary, wages, or other remuneration in every case as the Trustees may deem expedient **AND** generally at their uncontrolled discretion instead of acting personally to employ and pay any person firm company or corporation to do any act of whatever nature relating to the trusts hereof including the receipt and payment of money without being liable for loss incurred thereby **AND** any Trustee being a person engaged in any business or profession may be so employed to act and he or his firm shall be entitled to charge for work done by him or his firm in connection with the trusts hereof including acts which the Trustees could have done personally. In exercising any powers under such employment, the Trustee or Trustees as the case may be shall be required to exercise the care, diligence and skill that a prudent person of business engaged in that business or profession would exercise in managing the affairs of others rather than the care, diligence and skill that a prudent person engaged in that business or profession would exercise in managing the affairs of others.

To Pay Expenses

- (i) To pay all expenses and outgoings as may be incurred in relation to the trust from time to time reposed in them.

To Subdivide

- (j) To subdivide any real property forming part of the Trust Fund and to meet the costs of subdivision out of the Trust Fund.

To Develop

- (k) To spend any sum out of the capital or income of the Trust Fund the Trustees think fit in developing any real property forming part of the Trust Fund, and to dedicate any roads or take any other action required in respect of the redevelopment.

To Make Loans and Advances

- (l) To make any loans or advances (with or without security) for any of the purposes of the Trust Fund in such manner and on such terms and conditions as the Trustees think fit.

To Waive Debts

- (m) Without being liable for loss, to waive any debts due to the Trust Fund, either absolutely or on such terms as the Trustees think expedient.

To Insure

- (n) To insure any building or other insurable property to any amount up to its full insurable value, or at the Trustee's option, up to its full replacement value, against destruction or damage by fire, earthquake, fire following earthquake and such other risks as the Trustees think fit. The Trustees may pay the premiums out of income or capital as they think fit.

To Maintain

- (o) To improve, repair and maintain and insure against loss or damage by fire any of the property and to discharge out of income or capital all outgoings property payable in respect of the property without prejudice to the right of the Trustees to make it a condition of letting any person into the possession of any of the property (whether as tenant at will or otherwise) that such person shall pay and discharge all or any part of the outgoings.

To Carry on Business

- (p) (i) To carry on any business anywhere in New Zealand, whether in partnership or otherwise, for as long as the Trustees think fit. They may use any part of the Trust Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons (including any Trustee other than the Settlor or anyone who for the time being is the sole Trustee of the Trust Fund) as they think fit.
- (ii) The Trustees shall be absolutely indemnified out of the Trust Fund for any losses which they may sustain in so carrying on any such business.
- (iii) Subject to the terms and conditions on which any business is carried on by the Trustees, the net annual profits from any business shall, at the Trustees' discretion, be distributable as income in the Trustees' hands without having to be first applied in making good any earlier business losses. Any business losses for any year, unless the Trustees decide otherwise, shall be borne by the capital of the Trust Fund and not recouped out of later profits.

To Accept Payment in Company Securities

- (q) In the sale of any business to a company, to accept payment for all or part of the purchase price in ordinary deferred or preference shares (whether fully paid or partly contributory) or debentures or debenture stock of such company. In exercising this power the Trustees shall not be taken to be exercising a power of investment.

To Grant and Acquire Options

- (r) To grant, acquire, dispose of and exercise any option to purchase, lease or exchange any interest in real or personal property of any value, whether the option is incidental to, or independent of, any sale, lease, exchange or other disposition. An option may be granted, acquired or disposed of on such terms and conditions as the Trustees think fit, and in respect of a grant, may be granted at a price determined at the time of the grant or such later date as the Trustees think fit. The Trustees shall not be personally liable for any loss arising from their exercise of this power and shall be indemnified accordingly out of the Trust Fund.

Capital, Income and Blended Funds

- (s) To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to apportion blended funds. Each determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund.

Depreciation or Replacement Funds

- (t) To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion:
 - (i) the amount of income to be credited from time to time to any of those funds; and
 - (ii) whether those funds are income or capital.

Bank Accounts

- (u) To open any bank accounts in any name(s) either on the Trustees own behalf or in the name of the Trust and to overdraw any such account with or without giving security. The Trustees may also make arrangements with any bank for any one or more of the following persons to operate on any of the Trustees' or the Trust's accounts at that bank:
 - (i) the Trustees; and
 - (ii) any delegate(s) named in writing by all the Trustees.

To Deposit Funds

- (v) To deposit all or part of the Trust Fund in a savings or other interest or non-interest bearing account with any bank, trust, company or other financial or investment institution in New Zealand. In making any deposit the Trustees shall not be liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

To Hold the Trust Fund Uninvested

- (w) To hold any part of the Trust Fund uninvested in the currency of New Zealand for as long as the Trustees think fit without being liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

To Protect or Enhance Assets

- (x) To enter into any type of contract whatever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.

Other Acts

- (y) To do such other lawful acts and things as are incidental to or conducive to the attainment of the Charitable Purpose.

- (z) Notwithstanding any other provision in this Deed the Trustees may not:
- (i) raise any money on the security of any part of the real or personal property of the Trust Fund;
 - (ii) invest any part of the Trust Fund other than in accordance with clause 11.1(e);
 - (iii) borrow any money; or
 - (iv) guarantee the liability of any person or give security in support of any such guarantee.

12. INCORPORATION AS A BOARD

12.1 In addition to and without limiting the powers contained or implied in clause 11, the Trustees shall have power to apply for incorporation as a Board under the provisions of the Charitable Trusts Act 1957.

EXECUTION

SIGNED for and on behalf of)
TRANSWASTE CANTERBURY)
LIMITED)
in the presence of)

Director

Director/Authorised
Signatory

Witness signature

Full name

Address

Occupation

Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

SIGNED by)
)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by)
)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by)
)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by)
)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by)
)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by)
)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation

FIRST SCHEDULE

RULES GOVERNING THE APPOINTMENT, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES

PART I - CONSTITUTION OF THE TRUSTEES

1. The Trustees

- 1.1 The Initial Trustees shall hold office until they cease to hold office in accordance with Rule 4.3 (in the case of the Initial Trustees who are listed as the Settlor's Trustees), or until they cease to hold office in accordance with Rules 7.2 or 7.3 (in the case of the Initial Trustees who are listed as Community Trustees) or until they cease to hold office in accordance with Rules 8.2 or 8.3 (in the case of the Initial Trustee who is listed as the Amberley Trustee). If for any reason an Initial Trustee listed as a Community Trustee or as the Amberley Trustee does not complete his/her term of office under these Rules, then the Settlor may appoint a substitute Initial Trustee eligible for appointment as a Community Trustee or as the Amberley Trustee (as the case may be) under these Rules, to serve the unexpired period of the term of office left uncompleted.

2. Quorum

- 2.1 Subject to Clause 8.4(a), four Trustees shall constitute a quorum at meetings.

3. Composition of Trustees

- 3.1 The Trustees shall after the retirement of the Initial Trustees comprise:
- (a) three persons elected (pursuant to the election process referred to in Rule 5) by the Community ("the Community Trustees");
 - (b) one person elected (pursuant to the election process referred to in Rule 6) by the Residents of the Amberley Ward ("the Amberley Trustee"); and
 - (c) two persons appointed by the Settlor ("the Settlor's Trustees").

4. Appointment of Settlor's Trustees

- 4.1 The Settlor shall be entitled to appoint two persons to be the Settlor's Trustees.
- 4.2 A Settlor's Trustee shall hold office until he or she ceases to hold office in accordance with Rule 4.3 at which time the Settlor shall be entitled to appoint another person to be a Settlor's Trustee.
- 4.3 Except where these Rules and the Trust Deed provide otherwise, a Settlor's Trustee shall cease to hold office if he or she:
- (a) dies;
 - (b) retires from office by giving written notice to the Trustees or the secretary of the Trust;
 - (c) becomes physically or mentally incapacitated to the extent that in the opinion of the Settlor, he or she is unable to perform the duties of a Trustee properly;

- (d) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (e) is convicted of an indictable offence; or
- (f) is removed from office by the Settlor.

5. Election of Community Trustees

- 5.1 Those members of the Community who are over the age of 18 years shall be entitled to elect any person resident in the Community Area who is over the age of 18 years, to be a Community Trustee in accordance with these Rules, provided that the number of persons so elected as Community Trustees together with the Amberley Trustee and the Settlor's Trustees does not exceed the maximum number of Trustees permitted under this Deed.
- 5.2 The Trustees shall, not earlier than two months prior to each anniversary of the date of appointment of the Initial Trustees, hold an election for Community Trustees at a meeting of the Community ("the Community Trustee Election").
- 5.3 The Trustees shall give notice of the Community Trustee Election at least 35 clear days before the Community Trustee Election ("the Election Date") by advertisement in one or more newspapers circulating in the Community Area. The notice shall specify:
 - (a) the Election Date;
 - (b) the address and time at which the Community Trustee Election will be held;
 - (c) the closing date for nominations for the position of Community Trustee (being a date not less than 21 days before the Election Date) ("the Nomination Closing Date");
 - (d) the place at which a member of the Community can inspect the Trustees' Report; and
 - (e) the contact details of an officer of the Trust who a member of the Community can contact to obtain a copy of the Trustees' Report.
- 5.4 Any member of the Community over the age of 18 shall be entitled to nominate a person for election as a Community Trustee PROVIDED THAT such member gives written notice of such nomination to a Trustee or the Trustees, or any representative of them, on or before the Nomination Closing Date AND that person nominated has previously signified in writing his or her willingness to accept such nomination.
- 5.5 The Trustees shall give notice of the nominees for the position of Community Trustee at least 14 clear days before the Election Date by advertisement in one or more newspapers circulating in the Community Area. The notice shall specify:
 - (a) the full name of the nominee or nominees;
 - (b) whether each nominee is standing for election for a first or subsequent term as Community Trustee;
 - (c) the Election Date; and

(d) the address and time at which the Community Trustee Election will be held.

5.6 The Community Trustee shall be such of the nominees nominated in accordance with Rule 5.4 elected by a simple majority of the Community entitled to vote, present and voting at the Community Trustee Election. Immediately upon the Trustees being satisfied that a nominee nominated in accordance with Rule 5.4 has been elected in accordance with this Rule 5.6, the Trustees shall appoint such nominee a Community Trustee. The Community Trustee so elected and appointed shall be announced by advertisement in one or more newspapers circulating in the Community Area no later than 14 days after the Election Date.

6. Election of the Amberley Trustee

6.1 The Residents of the Amberley Ward shall be entitled to elect any Resident of the Amberley Ward in accordance with these Rules, to be the Amberley Trustee, provided that the number of persons so elected as the Amberley Trustee together with the Community Trustees and the Settlor's Trustees does not exceed the maximum number of Trustees permitted under this Deed.

6.2 The Trustees shall not earlier than three months prior to the date on which an Amberley Trustee is, or but for the earlier termination of that Amberley Trustee's term of office would be, required to retire pursuant to Rule 8.2 request the Amberley Districts Residents Association to hold an election for the Amberley Trustee at a meeting of Residents of the Amberley Ward ("the Amberley Trustee Election"). The Trustees shall request that the Amberley Trustee Election be held not earlier than two months prior to the date on which the Amberley Trustee is, or but for the earlier termination of that Amberley Trustee's term of office would be, required to retire pursuant to Rule 8.2.

6.3 The Trustees shall give notice of the Amberley Trustee Election at least 35 clear days before the Amberley Trustee Election ("the Amberley Election Date") by advertisement in one or more newspapers circulating in the Amberley Ward. The notice shall specify:

(a) the Amberley Election Date;

(b) the address and time at which the Amberley Trustee Election will be held;

(c) the closing date for nominations for the position of Amberley Trustee (being a date not less than 21 days before the Amberley Election Date) ("the Amberley Nomination Closing Date");

(d) the place at which a Resident of the Amberley Ward can inspect the Trustees' Report; and

(e) the contact details of an officer of the Trust who a Resident of the Amberley Ward can contact to obtain a copy of the Trustees' Report.

6.4 Any Resident of the Amberley Ward shall be entitled to nominate a person for election as the Amberley Trustee PROVIDED THAT such resident gives written notice of such nomination to a Trustee or the Trustees, or any representative of them, on or before the Amberley Nomination Closing Date AND that person nominated is not a current member of the Hurunui District Council or any of its community boards, and has previously signified in writing his or her willingness to accept such nomination.

- 6.5 The Trustees shall give notice of the nominees for the position of the Amberley Trustee at least 14 clear days before the Amberley Election Date by advertisement in one or more newspapers circulating in the Amberley Ward. The notice shall specify:
- (a) the full name of the nominee or nominees;
 - (b) whether each nominee is standing for election for a first or subsequent term as the Amberley Trustee;
 - (c) the Amberley Election Date; and
 - (d) the address and time at which the Amberley Trustee Election will be held.
- 6.6 The Amberley Trustee shall be such of the nominees nominated in accordance with Rule 6.4 elected by a simple majority of the Residents of the Amberley Ward entitled to vote, present and voting at the Amberley Trustee Election. The Trustees, on being advised of the results of such voting by the Amberley Districts Residents Association and being satisfied that the elected nominee meets the criteria set out in Rule 6.4, shall hold a meeting to formally appoint such nominee as the Amberley Trustee. The Amberley Trustee so elected and appointed shall be announced by advertisement in one or more newspapers circulating in the Amberley Ward no later than 14 days after the Amberley Election Date.

7. Term of Office of Community Trustees

- 7.1 Subject to the provisions of Rules 7.2 and 7.3, each Community Trustee shall hold office for a term not exceeding three years from the date of appointment or until the closure or adjournment of the Community Trustee Election at which his or her successor is elected and appointed, and, subject to the provisions of these Rules, shall be eligible for re-election for a further term or terms.
- 7.2 If there are three Community Trustees holding office at the date of any Community Trustee Election, one Community Trustee, being the Community Trustee holding office the longest, shall retire from office at the Community Trustee Election. If two or more Community Trustees have been in office for the same amount of time, such Community Trustees may agree between them which of them shall retire and failing agreement shall determine the issue by lot.
- 7.3 Except where these rules and the Trust Deed provide otherwise, a Community Trustee shall cease to hold office if he or she:
- (a) retires from office by giving written notice to the Trustees or the secretary of the Trust;
 - (b) completes his or her term of office;
 - (c) ceases to be resident in the Community Area;
 - (d) refuses to act;
 - (e) is absent without leave from three consecutive ordinary meetings of the Trustees;
 - (f) becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees, expressed in a resolution, he or she is unable to perform the duties of a Trustee properly;

- (g) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (h) is convicted of an indictable offence; or
- (i) in the opinion of the other Trustees, expressed in a resolution, is for any other reason unfit to carry out the duties of a Trustee.

8. Term of Office of the Amberley Trustees

- 8.1 Subject to the provisions of Rule 8.3, the Amberley Trustee shall hold office for a term not exceeding three years from the date of appointment or until the closure or adjournment of the meeting at which his or her successor is appointed, and subject to the provisions of these Rules, shall be eligible for re-election for a further term or terms.
- 8.2 Each Amberley Trustee who has held office for a three year term shall retire at the meeting of Trustees called to formally appoint the newly elected Amberley Trustee pursuant to Rule 6.6.
- 8.3 Except where these rules and the Trust Deed provide otherwise, the Amberley Trustee shall cease to hold office if he or she:
- (a) retires from office by giving written notice to the Trustees or the secretary of the Trust;
 - (b) completes his or her term of office;
 - (c) ceases to be resident in the Community Area;
 - (d) refuses to act;
 - (e) is absent without leave from three consecutive ordinary meetings of the Trustees;
 - (f) becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees, expressed in a resolution, he or she is unable to perform the duties of a Trustee properly;
 - (g) becomes bankrupt or makes any composition or arrangement with his or her creditors;
 - (h) is convicted of an indictable offence; or
 - (i) in the opinion of the other Trustees, expressed in a resolution, is for any other reason unfit to carry out the duties of a Trustee.

9. Record of Changes of Trustees

- 9.1 Upon every appointment, election, retirement, re-appointment or termination of office of any Trustee, the Trustees will ensure that any entry is made in the minute book of the Trust to that effect and that any statutory requirements as to the vesting of the Trust Fund in the Trustees are satisfied.

10. Validity of Proceedings

- 10.1 Where, for any reason, a Trustee is not properly appointed or elected or is disqualified from holding office, anything done by that Trustee (or by a meeting at which he or she was present as a Trustee

or committee member) before discovery of the irregularity, shall be as valid as if that Trustee had been duly appointed or had not been disqualified (as the case may be).

11. Appointment of Secretary and Others

11.1 The Trustees may appoint a secretary and any other officers or employees that the affairs of the Trust may require on such terms and conditions as they think fit. The Trustees may also remove and replace any persons so appointed.

12. Do All Other Necessary or Desirable Things

12.1 The Trustees may do all other lawful things that are necessary or desirable in their opinion for the carrying out of the purposes of the Trust.

PART II - ADMINISTRATIVE PROVISIONS

13. Ordinary Meetings

13.1 The Trustees shall meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust, but in any event, at least four times in each Income Year.

14. Special Meetings

14.1 A special meeting may be called at any time by three or more Trustees.

15. Notice of Meetings

15.1 Written notice of every ordinary or special meeting, shall be either hand-delivered, posted or sent by facsimile to each Trustee at least seven days before the date of the meeting. The secretary or some other person acting under the direction of the Trustees, or in the case of a special meeting, acting under the direction of those Trustees calling the meeting, shall give the notice of the meeting. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

15.2 Every notice of a meeting shall state the place, day and time of the meeting, and in the case of a notice of a special meeting, shall also state the subject matter of the meeting.

15.3 The requirement for notice of a meeting may be waived if all of those Trustees who are for the time being in New Zealand give their written consent to such a waiver.

16. Chairperson

16.1 The Trustees shall elect a chairperson of their meetings and determine the term of his or her office. Unless the majority of Trustees resolve otherwise, the chairperson shall be a Community Trustee. The chairperson shall take the chair at all the meetings of the Trustees and shall have a deliberative vote but not a casting vote. If the chairperson cannot be present, or is not present within 10 minutes of the time appointed for any meeting, the Trustees present shall elect one of their number to be chairperson of the meeting.

17. Adjournment

17.1 If a quorum is not present within 30 minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting. The chairperson may adjourn any meeting on the adoption of a resolution for its adjournment.

18. Committees

18.1 The Trustees may appoint sub-committees, ad hoc committees or executive committees as they may from time to time think expedient for carrying out the purposes of the Trust. Any such committee may co-opt any other person, whether a Trustee or not, to be a member of that committee, and subject to these Rules and to any directions that the Trustees might give, each committee may regulate its own procedure.

19. Resolutions

- 19.1 Except where these Rules or the Trust Deed provide otherwise, a resolution is validly made when it is passed by a simple majority of those present and voting at a duly convened and conducted meeting of the Trustees or of a committee (as the case may be).
- 19.2 The Trustees may vary or cancel any resolution at an ordinary or special meeting.
- 19.3 A written resolution signed by all the Trustees or by all the members of a committee shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be).

20. Minutes

- 20.1 The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.
- 20.2 Any minute of the proceedings at a meeting which is purported to be signed by the chairperson of that meeting or by the chairperson the next succeeding meeting shall be evidence of those proceedings.
- 20.3 Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this Rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

21. Teleconference Meetings

- 21.1 For the purposes of these Rules a Teleconference Meeting between a number of Trustees or committee members who constitute a quorum, together with the secretary or another person acting as a secretary, shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions of these Rules relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:
- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;
 - (b) throughout the Teleconference Meeting each participant and the secretary or person acting as a secretary must be able to hear each of the other participants taking part;
 - (c) at the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
 - (d) a participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express

consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the chairperson's express consent;

- (e) a minute of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting and by the secretary or person acting as a secretary.

22. Reimbursement of Expenses

- 22.1 Each Trustee or committee member shall be entitled to be reimbursed out of the assets of the Trust for all reasonable expenses which he or she properly incurs in administering the Trust.

23. Annual Report and Financial Statements

- 23.1 Within four months after the end of each Income Year (other than the first Income Year) the Trustees shall publish a report dealing with the affairs of the Trust, supported by a statement of the Trust's income and expenditure during the previous Income Year and a statement of its assets and liabilities at the end of that Income Year ("the Trustees' Report"). The Trustees shall ensure that the Trustees' Report is available for inspection at a place within the Community Area and shall send a copy of the most recent Trustees' Report to any member of the Community on request.

24. Audit

- 24.1 The Trustees will ensure that the financial statements of the trust for each Income Year are audited by a chartered accountant in public practice within four months after the end of that Income Year. The person appointed as auditor must not be a Trustee and must be independent of the Settlor.

25. Control of Funds

- 25.1 All money received by or on behalf of the Trust shall be paid immediately to the credit of the Trust in an account or accounts with a bank or banks selected from time to time by the Trustees. All cheques and other negotiable instructions, withdrawal slips and receipts for money shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

26. Custody and Use of Common Seal

- 26.1 If the Trustees become incorporated as a board under the Charitable Trusts Act 1957 they shall have custody of the common seal, and from time to time by resolution, they may adopt any seal they think fit. The common seal must not be affixed to any document unless the Trustees have already authorised its use on that document. When a document is to be sealed on the prior authority of the Trustees the seal must be affixed to the document in the presence of two Trustees who must sign the document.

SECOND SCHEDULE

NAMES AND ADDRESSES OF INITIAL TRUSTEES

Community Trustees:

1. To serve for a term of two years: **GRAHAM UREN**
2. To serve for a term of two years: **JOHN MACKINTOSH**
3. To serve for a term of three years: **PAUL WILLIAMS**

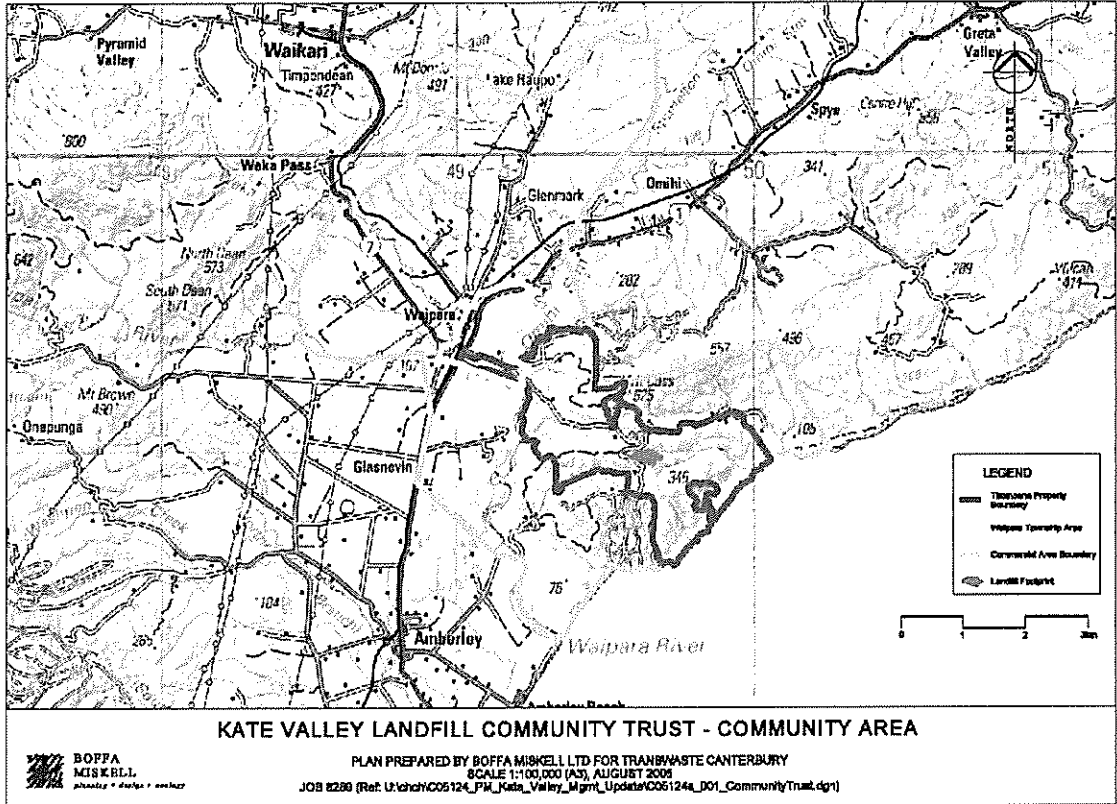
The Amberley Trustee: JOHN WILLIAM SHEPARD

The Settlor's Trustees:

1. **GERALD RONALD ALEXANDER HERBERT**
2. **BEN KEPES**

THIRD SCHEDULE

PLAN SHOWING THE COMMUNITY AREA



The Community Area is shown within the green coloured line.

FOURTH SCHEDULE

TRANSWASTE FUNDING POLICY

1. The Settlor at its entire discretion may from time to time settle further sums upon the Trustees to form part of the Trust Fund. There may be Income Years in which the Settlor elects not to settle any further sums on the Trust.
2. Without in any way limiting the Settlor's discretion to settle any sum on the Trust it is the Settlor's general intention that any further sums settled on the Trust will be determined on an annual basis with each annual sum being split into two further sums, the first of such sums to be paid to the Trust at the beginning of the Income Year and the second of such sums to be paid to the Trust six months thereafter.
3. The Settlor will determine the waste tonnage levy (which will generally form the basis for calculating the sum to be settled by the Settlor on the Trust) twelve months in advance of the Income Year in which the waste tonnage levy is to be charged. The Settlor will advise the Trustees immediately it has determined the waste tonnage levy to assist the Trustees in projecting the likely sums to be settled on the Trust in the following Income Years.

**THE CHARITABLE TRUSTS ACT 1957
APPLICATION FOR INCORPORATION OF TRUSTEES AS A BOARD
SECTION 7 (3)**

1. We being all the trustees for Kate Valley Landfill Community Trust hereby apply to be incorporated as a Board under the provisions of the Charitable Trusts Act 1957.
2. We desire the name of the Board to be Kate Valley Landfill Community Trust.
3. The registered office of the Board is to be at
4. This application is made with the authority of the trustees of the said trust under clause 14 of the deed of trust.
5. The said trust is not at present incorporated.
6. The following documents are attached to the application:
 - (a) Certified copy of Deed of Trust.
 - (b) Statutory declaration as per Section 10 (2) (b) of the Charitable Trusts Act 1957.
 - (c) Registrar's letter of approval for name.

Dated this _____ day of _____ 2005.

SIGNED by _____)
in the presence of _____) _____
Signature

Witness signature

Full name

Address

Occupation

SIGNED by)
)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by)
)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation