

**DAVID HUGH MILLER**

"The Settlor"

and

**DAVID HUGH MILLER and  
THOMAS McNEIL PRYDE**

"The Trustees"

<b><u>DEED OF TRUST FORMING THE "PARADISE TRUST"</u></b>
--

**CRUICKSHANK PRYDE  
SOLICITORS  
INVERCARGILL  
S:/P/MILLER1**

**DATED** this 27<sup>th</sup> day of

July

1998

**PARTIES**

- I. **DAVID HUGH MILLER** of Paradise, Glenorchy, Farmer ("the Settlor")
- II. **DAVID HUGH MILLER** of Paradise, Glenorchy, Farmer and **THOMAS McNEIL PRYDE** of Invercargill Solicitor ("the Trustees")

**BACKGROUND**

- A The Settlor owns that property in the Dart Valley near Glenorchy containing 128.6799 ha being Sections 29, 30, 31, 32, 33, 39 and 42 Block II Dart District described in Certificate of Title 91/128. This property is known as "Paradise" and the term "Paradise" as used in this Deed means that property.
- B The Settlor wishes to establish a Trust under the provisions of the Charitable Trusts Act 1957 for the specific purpose of ensuring that Paradise is owned, managed and available forever for the benefit of the public in general and residents of and visitors to the Queenstown Lakes District in particular.
- C The Settlor has agreed to transfer Paradise to the Trustees of the Trust to be held by the Trustees of the Trust for the objects and purposes of the Trust as set out in this Deed.
- D The Trustees have agreed to act as the Trustees of the Trust.
- E At the same time as he has signed this Deed the Settlor has paid the sum of \$1.00 to the Trustees to be held upon the trusts and other provisions set out herein.
- F The parties consider it expedient and desirable that the trusts should be declared upon which the settlement of the initial fund has been made and any further property may be received by the Trustees and have agreed to enter into this Deed to formally record such purpose.

**THIS DEED RECORDS**

1. **INTERPRETATION**

- 1.1 "The Board" means the Board of Trustees established by clause 7 of this Deed.
- 1.2 "The Trust" is the **PARADISE TRUST** formed by this Trust Deed.
- 1.3 The "Trust Fund" means and includes the initial sum of \$1.00 and all other property whether real or personal from time to time belonging to or vested in or under the control or management of the Trustees or which shall in due course of law be vested in them.
- 1.4 "The Trustees" means and includes the Trustees for the time being whether original or substituted.

2. **NAME**

- 2.1 The name of the Trust shall be **PARADISE TRUST**.

3. **OBJECTS**

- 3.1 The primary object of the Trust is to own, manage and make available Paradise for the present and future benefit and wellbeing of:
- a. residents of and visitors to the Queenstown Lakes District;
  - b. children;
  - c. specific groups of people with a particular disability or need;
  - d. the public in general.

3.2 Further objects of the Trust are:

- a. The preservation, conservation, protection and management of the open space, natural resources, wildlife, birdlife, indigenous vegetation, flora and fauna of Paradise;
- b. The provision of opportunities for public use and enjoyment of Paradise and the encouragement of sustainable educational and recreational use of Paradise;
- c. To carry on any other charitable object which may seem to the Trustees capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to advance the objects of the Trust or any of them.

4. **ADDITIONS TO TRUST PROPERTY**

- 4.1 The Trustees shall be at liberty to receive and accept from any person, firm, company, society, institution or any other body of persons any gifts of monies investments and other property to become part of the Trust Fund and to be held upon the Trusts and with the powers declared in this Deed.

5. **LIMITATIONS ON POWERS OF TRUSTEES**

- 5.1 Nothing in this Deed shall empower the Trustees at any time to sell any part of Paradise which shall remain forever in the ownership of the Trustees for the time being of the Trust for the purpose of furthering the objects of the Trust.
- 5.2 Nothing in this Deed shall empower the Trustees at any time to mortgage charge or otherwise encumber any part of Paradise (the purpose of this clause being to ensure that no third party lender could ever enforce or require the sale of any part of Paradise as a consequence of any debt incurred by the Trust).
- 5.3 The powers of building and development contained in this Deed shall be limited to low impact, non-intrusive development and building of a scale similar to that which already exists on Paradise (the intent of this clause being to prevent any major and/or intensive development of the property such as the development of hotels).

- 5.4 The provisions of this clause 5 of this Deed shall take precedence over any other provision of this Deed. The fact that certain clauses of this Deed are specifically stated as being subject to this clause 5 does not derogate from the generality that all provisions of this Deed are subject to this clause 5.

6. APPLICATION OF TRUST FUNDS

- 6.1 The Trustees shall hold the Trust Fund in perpetuity on the following trusts:
- a. To pay out of the income of the Trust Fund all costs and charges involved in raising the funds and all administration expenses of the Trust Fund notwithstanding that some of those expenses may be of a capital nature.
  - b. To accumulate income arising from the Trust Fund, and to invest such moneys in accordance with the provisions of this Deed.
  - c. To apply in accordance with the recommendations of the Board of Trustees the income and capital arising from the Trust Fund for the benefit of the objects of the Trust.

PROVIDED THAT no part of the income or capital of the Trust Fund may be applied or used for any purpose not being a charitable purpose.

- 6.2 The Trustees shall not be obliged to expend the whole of the income accruing in any year but may, to the extent lawfully permitted, accumulate income to a future year or years and may set aside from such income a reserve to meet fluctuations in future years and any other contingencies.
- 6.3 The Trustees shall not be bound to accept property for any of the foregoing purposes or for any purposes unless they in their absolute discretion deem it expedient so to do.

7. MEMBERSHIP OF THE BOARD OF TRUSTEES

- 7.1 The Trust shall be administered by a Board comprising the Trustees for the time being of the Trust.



7.2 Subject to clause 7.3 the following shall apply:

- a. The number of Trustees for the time being of the Trust shall be no less than three and no more than twelve;
- b. If it can be achieved, and suitable persons are available, a majority of Trustees shall own land within 50 kilometres (in a straight line as the crow flies) of that road intersection at Glenorchy being the intersection of the Glenorchy/Queenstown Road and the Glenorchy/Paradise Road.
- c. If at any time the membership of the Board does not comply with the requirements of subclause a. above, the Board may only meet for the purpose of appointing Trustees to achieve compliance with the requirements of subclause a. above.

7.3 During the lifetime of the Settlor, the following shall apply:

- a. clause 7.2 shall not apply;
- b. the Settlor may be the sole Trustee;
- c. the membership of the Board of Trustees shall be entirely as determined by the Settlor pursuant to clause 9.

7.4 The Board may at any properly constituted meeting of the Board appoint by a majority vote of the Trustees for the time being, further trustees to the Board. Such additional Trustee or Trustees may be so appointed by virtue of the particular office held by that person, and such appointee shall remain as a Trustee only during his or her tenure of such office.

7.5 No Trustee may take office and act as Trustee until they have first read this Trust Deed and executed a document in the form of Schedule A hereto acknowledging their acceptance of the obligations and responsibilities of being a Trustee of the Paradise Trust.

- 7.6 Any Trustee may resign from the Trust by written notice addressed to the Secretary and such notice shall take effect on receipt by the Secretary.
- 7.7 Any Trustee who shall cease to be a Trustee of the Board shall ipso facto cease to be a Trustee of the Trust.
- 7.8 If any Trustee of the Board shall die, resign or become insane or incapable or shall be convicted of any offence which the other Trustees of the Board decide disqualifies him or her from remaining a Trustee, or shall refuse to act or shall be absent from three consecutive meetings of the Board without reasonable cause or without leave of absence granted by the Board, he or she shall ipso facto cease to be a Trustee of the Board.
- 7.9 The Board may act notwithstanding any vacancy in its membership and the validity of any act of the Board shall not be affected or called into question by reason of any defect or informality in the appointment of the member of the Board to any office which may qualify him or her for a seat on the Board.

8. ADVISORY TRUSTEES

- 8.1 The Board may by a majority vote of the Trustees for the time being appoint any person(s) as Advisory Trustee(s) of the Trust PROVIDED THAT such Advisory Trustee(s) shall have no voting power in respect of any decision or resolution of the Trustees. Any such Advisory Trustee(s) shall be appointed for such period as the Trustees shall determine.
- 8.2 a. The Board shall consult with the Advisory Trustees when making any significant decision in relation to Paradise so that the Advisory Trustees shall be a source of advice and ideas available to the Board at all times.
- b. Such consultation may be verbal or by written communication addressed to the last known address of each Advisory Trustee or otherwise as determined by the Board.

- c. The Board's obligation to consult the Advisory Trustees shall be met as long as the Board provides information to the Advisory Trustees and gives the Advisory Trustees an opportunity to respond. The lack of any response from any Advisory Trustee or Trustees shall not in any way prevent the Board from acting in accordance with its functions, powers and obligations under this Deed.
- d. The purpose of such consultation is to make advice and ideas available to the Board. The Board shall be obligated to take account of any such advice or ideas but shall not be obligated to act in accordance with any such advice or ideas.

9. **APPOINTMENT OF NEW AND ADDITIONAL TRUSTEES**

9.1 The Settlor during the lifetime of the Settlor may at any time at the Settlor's sole discretion:

- a. appoint an additional Trustee or Trustees of the Trust
- b. appoint an Advisory Trustee or Trustees of the Trust
- c. discharge any Trustee or Advisory Trustee.

10. **FUNCTIONS POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

10.1 The functions, powers and duties of the Board of Trustees shall be:

- a. To control, administer and manage the property, funds and affairs of the Trust.
- b. To carry out, effect and perform the objects of the Trust according to law and as provided in and by the Charitable Trusts Act 1957 or any statutory modification, variation or re-enactment thereof and in accordance with this Deed.
- c. To appoint officers, assistants, and other staff whether honorary or otherwise and upon such terms and conditions as the Board shall think fit at such reasonable and fair remuneration for services performed and from time to time to remove and to replace any person so appointed.



- d. To engage or employ any Trustee to provide services and carry on activities for the Trust, and to remunerate such Trustee for his or her services and to pay and reimburse all reasonable expenses incurred by the Trustees in the execution of their duties as Trustee.
- e. To appoint sub-committees as the Board may from time to time deem expedient for the carrying out of the objects. Members of any sub-committee need not necessarily be on the Board of Trustees.
- f. To do all such other things as, not being contrary to law and not prohibited by this Deed, shall or may be necessary or desirable in the opinion of the Board for the carrying out and performance of the objects of the Trust.
- g. To join and co-operate with and maintain communication with persons or corporate bodies in New Zealand or elsewhere (including membership of other bodies corporate) for the purpose of promoting directly or indirectly the objects of the Trust.
- h. To employ any company or other organisation to promote and market the Trust and any assets or property which forms part of the Trust Fund or are owned by the Trust.
- i. To purchase, erect, build, take or lease or otherwise obtain the use or occupation of and to manage, extend, improve, develop, alter, modify, pull down, demolish, maintain and repair and to sell, exchange, let, lease, donate or otherwise dispose of real and personal property of every description PROVIDED THAT this clause shall be read subject to clause 5.
- j. To set and collect charges/fees for access to or use of Paradise in general and in particular for overnight accommodation at Paradise or for visiting any particular part of Paradise.

- k. To decide what particular groups of people or organisations (if any) may have special rights of access to and use of Paradise, whether by way of lease of a particular part of Paradise for the purpose of a lodge or otherwise howsoever PROVIDED THAT this power may not be exercised to exclude the ability of the general public to have access to Paradise generally.
- l. To accept and carry out any trusts attached to gifts or bequests to or for the benefit of the Trust provided that any such trusts attached do not contravene the charitable nature of the objects of the Trust.
- m. To invest all or any moneys held by the Board on the trusts hereof in and upon such investments which can properly be made by trustees.
- n. To adopt such means as the Board may from time to time determine for the purpose of marketing the Trust and its property, raising money and obtaining property for the furtherance of the objects of the Trust and to accept contributions, collections, donations, legacies, devises, gifts, grants and subsidies.
- o. To borrow or raise monies for the furtherance of the objects of the Trust on such terms and conditions as the Trustees in their absolute discretion consider appropriate PROVIDED THAT this clause shall be read subject to clause 5.
- p. Subject to the provisions of the Charitable Trusts Act 1957 or any statutory modification, variation or re-enactment thereof to enter into, seal, execute and perform all deeds, documents, instruments, agreements, papers and writings and to do all such other things, acts, deeds and matters as shall be necessary, incidental, or conducive to the attainment of any of the foregoing objects.
- q. To institute, initiate, or take and to defend, compromise or abandon legal proceedings, involving the property or affairs of the Trust and to institute, take, defend or compromise proceedings on behalf of a Trustee or the Trustees relating to their office as trustees.

- r. To do all such other acts and things as are incidental to or will further or be conducive to the attainment of the foregoing objects or any of them PROVIDED THAT nothing hereinbefore contained shall authorise any object that is not charitable in law.
- s. To enter into contracts of any nature for the purpose of protecting maintaining or enhancing the value of all or any assets acquired or held by the Trustees as part of the Trust Fund or which the Trustees have the right to acquire or hold.

## 11. OFFICERS OF THE BOARD

### 11.1 The Board shall have the following officers:

- a. A Chairman who shall be a Trustee of the Board. The Chairman shall be appointed by the Board. The Chairman shall retire from office at the Annual General Meeting of the Trust and shall be eligible for re-appointment.
- b. A Secretary whose duties shall be to give notices of all meetings, to keep minutes and records of all meetings of the Board and of any committees, and to perform such other duties as the Board may direct and as are normally incidental to the office of Secretary and who may also carry out the duties of Treasurer.
- c. A Treasurer who shall have the custody of the books of account and shall be in 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 this deed as to such matters are carried out as far as lies in his or her power, and to perform such other duties as the Board may determine and as are normally incidental to the office of a Treasurer.

### 11.2 Neither the Secretary nor the Treasurer need be a Trustee of the Board.

### 11.3 The Trustees may from time to time appoint one of their number to be Deputy Chairman.

- 11.4 Any officer shall be appointed and may be dismissed by majority vote of the Trustees.
- 11.5 This clause shall not be construed to preclude the naming of one and the same person to hold more than one office except that a person holding office as Auditor shall not be entitled to hold any other office.

12. **PROCEEDINGS AT MEETINGS OF THE BOARD**

- 12.1 Meetings of the Board may be held at any time or place and, subject to any express provisions contained in this Deed, the Board may regulate its own procedure in such manner as it thinks fit.
- 12.2 At every meeting of the Board the Chairman or in his absence the Deputy Chairman (if any) shall preside as chairman thereof. If at any such meeting the Chairman or Deputy Chairman is not present within 10 minutes after the time appointed for the holding of such meeting or is unwilling or unable to act as chairman the Trustees present shall appoint one of their number to act as chairman of that meeting.
- 12.3 No business shall be transacted at any meeting unless a quorum of the Trustees is personally present at the time when the meeting proceeds to business. A quorum shall consist of more than one half of the Trustees for the time being of the Trust.
- 12.4 At all meetings of the Board full minutes shall be kept by the Secretary and shall be signed by the Chairman of the meeting of which they are a record. Copies of every such minute purporting to be so signed shall be prima facie evidence of the facts therein stated. A copy of all minutes shall be supplied to all Board Members and to all Advisory Trustees.
- 12.5 Every question before the Board shall be decided by a majority of the votes cast by the members present at the meeting. At any meeting of the Board the Chairman or other person presiding shall have a deliberative vote, and in the case of an equality of votes shall also have a casting vote.

- 12.6 There shall be no right to appoint a proxy at any meeting of the Board, but each Trustee may if he or she is likely to be absent from a consecutive number of meetings of the Board appoint another person (approved by a majority of his or her co-trustees) to act as his or her alternate during his or her absence. Such alternate trustee shall be subject in all respects to all terms and conditions existing, and shall have all the powers, rights and authorities of the other Trustees, and shall be entitled to attend and vote at any meeting at which his or her appointor is not present, and shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Board attended by him or her.

13. COMMITTEES

- 13.1 The Board may from time to time appoint standing or special committees of one or more of its Trustees and may delegate to any such committee any of the duties of the Board.

14. ANNUAL GENERAL MEETING

- 14.1 There shall be an Annual General Meeting of the Trust which shall be held each year at a time and place to be fixed by the Board subject to thirty (30) days prior notice in writing being given to each Trustee by the Board. At the Annual General Meeting the following business shall be transacted:

- a. Consideration of a report by the Chairman of the year's work of the Trust.
- b. Consideration of the statement of the finances of the Trust together with the duly completed and audited accounts and balance sheet.
- c. Appointment of the Chairman (and any other officers) for the ensuing year.
- d. Consideration of any other general business.



15. ACCOUNTS

- 15.1 The Board shall cause proper books of account to be provided and true and accurate entries to be made therein of the assets and liabilities of the Trust and of all the sums of money received and paid by the Trust in pursuance of the aims and objects of the Trust. Such books shall be open to the inspection of every Trustee of the Board or any person authorised by the Board who may take extracts from the same.
- 15.2 The books of account shall be audited at least once a year by a competent person appointed by the Trustees.
- 15.3 All moneys collected or obtained by the Trust shall be paid into an account in the name of the Trust at such bank as the Board shall from time to time appoint. Cheques and other negotiable instruments shall be executed in such a manner as the Board shall from time to time determine.
- 15.4 Immediately after the end of each financial year the Treasurer shall prepare the annual balance sheet of the Trust as at the end of such financial year together with a statement of income and expenditure of the Trust during that financial year and such balance sheet and statement of income and expenditure (when duly audited) shall be submitted to be approved by the Board at the Annual General Meeting of the Trust. A copy of such balance sheet and statement of income and expenditure shall be posted to each Trustee and Advisory Trustee of the Trust at least seven days prior to the meeting of the Board at which it is to be considered.

16. APPLICATION OF FUND AND PROPERTY

- 16.1 All moneys received or collected by and on behalf of the Trust and all the income and property of the Trust shall be applied solely in and towards the promotion of the aims and objects of the Trust as set forth herein, providing however that nothing herein contained shall be deemed to preclude the payment out of the Trust's funds of all expenses properly incurred in collecting such moneys and in otherwise administering the Trust.

- 16.2 All moneys and funds raised or collected by or on behalf of the Trust shall be distributed by the Board in the manner prescribed in this Deed provided that nothing herein shall be deemed to prevent the Board from establishing a reserve fund or funds for any of the purposes of the Trust.

17. COMMON SEAL

- 17.1 The Trust shall have a common seal which shall be in the custody of the Secretary and shall not be affixed to any deed or other document except by the authority of a resolution of the Board and in the presence of two Trustees of the Board who shall attest the affixing of the Seal. Any deed or other instrument duly sealed and purporting to be signed by two Trustees of the Board shall be deemed to be properly executed, and no person dealing with the Trustees shall be bound or concerned to see or enquire as to the authority under which any document is sealed and in whose presence.

18. ALTERATION TO TRUST DEED

- 18.1 This Deed may be altered, added to or otherwise amended by a unanimous resolution of the Trustees personally present at any meeting of the Board provided that the notice convening such meeting shall set forth the purpose of such alterations and PROVIDED THAT no alterations shall be made that would change the charitable aim or charitable objects of the Trust AND PROVIDED THAT no alteration shall be made that would in any way amend or defeat the objects of the Trust as set out in clause 3 or the limitations on the powers of the Trustees as set out in clause 5.
- 18.2 Subject to clause 18.1 the Board may at any time make and frame such rules and regulations as the Board in its absolute discretion shall deem fit for the administration of the Trust. The Board may at any time amend, alter, or repeal any of the said arrangements, schemes or regulations.

19. **NO ASSOCIATED PERSON TO BENEFIT FROM TRUST**

19.1 Notwithstanding anything contained in this Deed no Board member or person associated with a Board member 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 or other services to the Trust rendered in the course of business charged at no greater rate than that charged at arms length transaction or in an open market transaction.
- b. Interest on money lent at no greater rate than current market rates.

20. **INDEMNITY**

20.1 The Trustees shall be absolutely free from responsibility for any losses which may be incurred other than through their own wilful misconduct, dishonesty or neglect and save as aforesaid each Trustee shall be entitled to be fully indemnified out of the Trust Fund in respect of all outlay and expenses incurred by each such Board Member in connection with the investment of Trust Funds and the management of the Trust. The Trustees will procure the Trust to act on behalf of a Trustee (in accordance with the powers granted to the Trustees by Clause 10.1(q) of this Deed) where actions or claims have been instituted against a Trustee in the course of his or her duties as a trustee.

21. **NO FUNDING TO BE APPLIED OUTSIDE OF NEW ZEALAND**

21.1 No funds shall be applied for any purpose outside New Zealand.

22. **OFFICE**

22.1 The office of the Trust shall be established at the offices of Cruickshank Pryde, Solicitors, Invercargill or at such other place as the Trustees shall from time to time determine.

23. INCORPORATION

23.1 The Trust shall be incorporated under and in compliance with the Charitable Trusts Act 1957.

EXECUTION

SIGNED by the said

DAVID HUGH MILLER as Settlor

in the presence of:

*George Pryde  
Programme Manager  
Queenstown*

*David H. Miller*

SIGNED by the said

DAVID HUGH MILLER as Trustee

in the presence of:

*George Pryde  
Programme Manager  
Queenstown*

*David H. Miller*

SIGNED by the said

THOMAS McNEIL PRYDE as Trustee

in the presence of:

*George Pryde  
Programme Manager  
Queenstown*

*Thomas McNeil Pryde*



SCHEDULE A



Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
Alan Clarke 100 Hyde Rd Christchurch (Chairman Director)	<i>(Signature)</i>	<i>(Signature)</i> 62/37 Anson St, Richmond, Christchurch (Training Officer)	08.08.98	06.08.00 Became an advisory trustee.
John Clark 100 Hyde Rd Christchurch (Director)	<i>(Signature)</i>	<i>(Signature)</i>		




SCHEDULE A

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
ANTHONY JOHN BRADY 24 TAMAR ST OAMARU		ANTHONY  ACCOUNTING TECHNICIAN	2.2.2003	

**SCHEDULE A (continued)**

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
<p>Alex Clarke 141 B Chapel Rd Christchurch (Clinical Director)</p>		<p>DM [Signature] Box 57 Avon St, Richmond Christchurch (Training Officer)</p>	<p>08/08/98</p>	

SCHEDULE A (continued)

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
JOHN ROBERT MASTED	RM	G. Dockrell GEOFF DOCKRELL PARADISE GLENNING STUDENT	4-10-00	
James Timothy Keint PO Box 34 Glennings	JH int	G. Dockrell GEOFF DOCKRELL PARADISE GLENNING STUDENT	5-10-00	

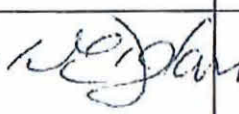

SCHEDULE A

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
KATE HIRST 110 BRISTOL ST CHRISTCHURCH	<i>K Hirst</i>	<i>MR [Signature]</i>	6-5-00	

SCHEDULE A (continued)


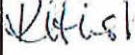

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
WILLIAM EDWARD DELAN		RENDA SANGSOL SENILE CONSULTING CONSULTING KPMG WELLINGTON	13 MARCH 1999	
ALAN MAXWELL CLARKE		RICARDO ALONSO RICARDO ALONSO CONSULTANT S. I. A. B. D.	8 August 1998	











SCHEDULE A

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
Alan Clarke 141 Clyde Rd Christchurch (Clinical Director)		A.M. Clarke F2/37 Avon St Richmond, Christchurch (Training Officer)	08.08.98	06.05.00 Became an advisory trustee. Died February 2007.
KATE HIRST 110 BRISTOL ST MORRISVILLE CHRISTCHURCH			6.5.00	- became an advisory trustee in 2000 when she moved to Wellington - resigned March 2007 when she returned to UK to live

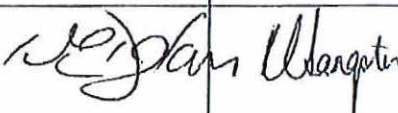
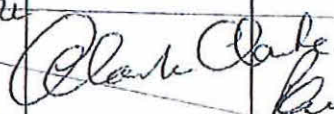
SCHEDULE A

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
ANTHONY JOHN BRADY 24 TAMARA ST OAMARU		OAMARU  ACCOUNTING TECHNICIAN	2.2.2003	Resigned December 2004
Maryke Henriette Miller				
Benjamin Rory Gallup			15/2/07	
Christopher Daniel Butler			1.4.06	



SCHEDULE A (continued)

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
WILLIAM EDWARD DOLAN		RONDA SANGSEK SENIOR CONSULTANT CONSULTING KPMG WELLINGTON	13 MARCH 1999	
<del>ALAN MAXWELL CLARKE</del> (second signature in error)	<del></del>	<del>RONALD A. CLARKE CONSULTANT S. I. U. B.D.</del>	<del>8 August 1998</del>	

SCHEDULE A (continued)



Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
Alan Clarke 141 B Clyde Rd Christchurch (Clinical Director)		 R21 37 Avalon St, Richmond, Christchurch (Training Officer)	08/08/98	Dead



SCHEDULE A (continued)



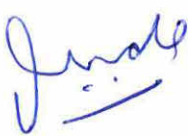


Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
JOHN ROBERT MAXTED		G. Dockrell GEOFF OCKRELL PARADISE GLENORCHY STUDENT	4-10-00	15-1-00 Resigned
James Timothy Keint PO Box 30 Glenorchy		G. Dockrell GEOFF OCKRELL PARADISE GLENORCHY STUDENT	5-10-00	



SCHEDULE A (continued)

Details of Appointment and Resignation/Discharge of Trustees- Acknowledgement and Confirmation by New Trustees of Acceptance of Obligations and Responsibilities of a Trustee of the Paradise Trust

Name and Address of Trustee	Signature of Trustee	Witness	Date of Appointment	Date Trustee Ceases to Act as Trustee - and Reason for Ceasing to Act
PAUL LESLIE FERRIS 23 Invincible Drive Clenorchy 9356		M. M. Ferris Marie Ferris	3rd of May 2014.	
EVAN CUMMINS 107 LAKE HAYES ROAD, LAKE HAYES			12 <sup>th</sup> February 2015	
Katherine Cahill Paradise Road 161 Glenorchy			12 <sup>th</sup> February 2015	