

**CHRONIC LYMPHOCYTIC LEUKAEMIA ADVOCATES NEW ZEALAND (CLLANZ)
TRUST DEED**

This Deed is made the 12th day of March 2019.

PARTIES

ANTHONY NEIL GRAHAM, Medical Consultant of Tauranga ("the Settlor"); and

ANTHONY NEIL GRAHAM, Medical Consultant of Tauranga, **GILLIAN MARY CORBETT**, Medical Consultant of Tauranga, **BEN SCHRADER**, Historian of Wellington, **REBECCA MARY GRAHAM**, Solicitor of Tauranga ("the Trustees").

BACKGROUND

- A. The Settlor wishes to establish a trust for the purposes described in Clause 3 of this Deed;
- B. On signing this Deed the Settlor has paid \$10 to establish the Trust;
- C. The Settlor and Trustees have agreed to enter into this Deed specifying the purposes of the trust and providing for its control and governance; and
- D. "Trust Fund" means the sum of \$10 referred to in Background B of this Deed. The Trustees acknowledge that they hold that sum, together with all monies, investments or other property which the Trustees may receive, purchase or otherwise acquire (all such monies, investments or other property being referred to hereafter as "the Trust Property") upon the trusts and with the powers set out in this Deed.

1. TE INGOA/ NAME


- 1.2 The name of the trust is Chronic Lymphocytic Leukaemia Advocates New Zealand Trust ("the Trust").

2. MÄTÄPONO/PRINCIPLES

- 2.1 The Trust is committed, in attaining its purposes, to:
 - (a) Respecting the cultural diversity of people and encouraging people from all nationalities to utilise the Trust's facilities and services; and
 - (b) Maintaining the highest standards of professionalism and integrity.

3. WHÄINGA/ PURPOSE

- 3.1 The purpose of the Trust is to improve survival and quality of life for New Zealanders living with Chronic Lymphocytic Leukaemia (CLL) and related blood cancers.



- 3.2 In particular, through education, building knowledge, and sharing information and patient stories, the Trust will:
- (a) Empower patients to advocate for and gain access to world-class treatments for CLL;
 - (b) Build public knowledge and understanding of the potential of modern CLL therapies to transform and save lives;
 - (c) Encourage the development of New Zealand guidelines to ensure equitable access to best practice treatment for all CLL patients, irrespective of geographic, ethnic or socio-economic differences;
 - (d) Promote and support New Zealand-based research on CLL, including the value and importance of developing and participating in clinical trials, and improving the quality of New Zealand data on CLL;
 - (e) Build awareness of accessibility and funding models in use in comparable countries;
 - (f) Form connections internationally with other CLL patient groups and advocates; and
 - (g) Engage in any other such activities consistent with the principles and purpose of the Trust that is deemed necessary or desirable by the Trustees.
- 3.3 Nothing in paragraph 3.2 is intended to authorise any purpose which is not charitable under New Zealand law. If at any time it should become necessary to restrict such purposes in order to preserve the Trust's charitable status, the Trustees shall have the power by unanimous resolution to restrict such purposes to the extent necessary to preserve the charitable nature of the Trust.

4. NGA MAHI KI AOTEAROA ANAKE/ ACTIVITIES LIMITED TO AOTEAROA/NEW ZEALAND

- 4.1 The activities of the Trust will be limited to Aotearoa/New Zealand.

5. TARI/OFFICE

- 5.1 The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

6. TE RUNANGA WHAKAHAERE/ THE BOARD OF TRUSTEES

- 6.1 The Board will comprise no fewer than three Trustees and no more than five Trustees.
- 6.2 The signatories to this Deed will be the first Board. The Trustees will elect from among themselves a Chairperson. A Secretary and Treasurer will also be appointed from among themselves or from non-trust members. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs. The positions of Secretary and Treasurer may be combined.

- 6.3 A person will immediately cease to be Trustee when she or he resigns in writing, dies, is declared bankrupt or is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment.
- 6.4 The Board will have the power to fill any vacancy that arises in the Board or to appoint any additional trustees subject to clause 6.1.
- 6.5 The Board may continue to act notwithstanding any vacancy, but if their number is reduced below minimum number of trustees as stated in this deed, the continuing Trustee/s may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.
- 6.6 The Board may, by a motion decided by a two-thirds majority of votes, terminate a person's position as a Trustee and member of the Board, if it believes that such action is in the best interests of the Trust.
- 6.7 The Trustees together shall comprise the Board. If they consider it appropriate the Trustees may apply under the Charitable Trusts Act 1957 for the Board to be incorporated under the name Chronic Lymphocytic Leukaemia Advocates New Zealand Trust Board.

7. NGA HUI O TE RUNANGA WHAKAHAERE/ MEETINGS OF THE BOARD

- 7.1. The procedure for Board meetings will be as follows:
- (a) A quorum will be a majority of its members;
 - (b) If a Trustee, including an office-bearer, does not attend three consecutive meetings of the Board without leave of absence that member may, at the discretion and on decision of the Board, be removed as a Trustee, and/or from any office of the Trust which she or he holds;
 - (c) All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands, unless otherwise determined by the Board;
 - (d) If the voting is tied, the motion will be lost; and
 - (e) In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.
 - (f) A Trustee who is interested in a transaction entered into, or to be entered into, by the Trust must disclose that interest at a meeting of the Board as soon as the Trustee becomes aware of that interest, and the Trustee may attend a meeting at which a matter relating to the transaction arises, vote and sign documents.
 - (g) The Board may by consensus or majority vote establish further or supplementary rules governing its proceedings.

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- 7.2 The Board will meet at least once every year. Meetings may be held in person or by any other means of communicating as decided on by the Board from time to time. The Secretary will ensure that all members of the Board are notified in advance of the meeting, either verbally or in writing.
- 7.3 The Secretary will ensure that a minute book is maintained which is available to any member of the Trust and which, for each meeting of the Board, records:
- (a) The names of those present;
 - (b) All decisions made by the Board; and
 - (c) Any other matters discussed at the meeting.

8. TAKETAKE/ POWERS

- 8.1 In addition to the powers provided by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its purposes are as follows:
- (a) To pay, apply or appropriate as much of the income arising from the Trust Fund as they think fit for or towards one or more of the purposes of the Trust;
 - (b) At any time to apply or appropriate as much of the capital of the Trust Fund as they think fit for or towards one or more of the purposes of the Trust;
 - (c) To use the funds of the Trust Fund as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactment;
 - (d) To purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;
 - (e) To invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit;
 - (f) To borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Board thinks fit; and
 - (g) To do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the purposes of the Trust.

9. KO NGA RAWA HEI PAINGA MO TE IWI/ INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO PURPOSES

- 9.1 Any income, benefit or advantage will be applied to the purposes of the Trust.

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- 9.2 No trustee or members of the Trust or any person associated with a trustee shall participate in or materially influence any decision made by the Trustees in respect of any payment to or on behalf of that Trustee or associated person of any income, benefit or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- 9.3 The provision and effect of this clause shall not be removed from this Deed and shall be implied into any document replacing this Deed.

10. TURU TAKETAKE/ POWER TO DELEGATE

- 10.1 The Board may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board could itself have done.
- 10.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Board.
- 10.3 The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board.
- 10.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

11. PŪTEA/ FINANCIAL ARRANGEMENTS

- 11.1 The financial year of the Trust will be from 1 January to 31 December.
- 11.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following:
- (a) How money will be received by the Trust;
 - (b) Who will be nominated from among themselves or non-trust members to manage bank accounts, pay invoices and manage all other financial affairs deemed necessary by the Trustees;
 - (c) Who will be entitled to produce receipts;
 - (d) What bank accounts will operate for the ensuing year, including the purposes of and access to accounts;
 - (e) Who will be allowed to authorise the production of cheques and the names of cheque signatories; and
 - (f) The policy concerning the investment of money by the Trust, including what type of investment will be permitted.



11.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.

11.4 The Board may arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

12. REGISTRATION AS A CHARITY

12.1 The Board may at any time after execution of this Deed apply for registration as a charity under the Charities Act 2005.

13. INCORPORATION OF TRUST

13.1 The Board may at any time at its discretion and at the expense of the Trust incorporate the Trust under the provisions of Part II of the Charitable Trusts Act 1957.

13.2 The Common Seal of the Board, following its incorporation, will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.

13.3 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by two Trustees.

13.4 If the trust has not been incorporated pursuant to paragraph 13.1, any document requiring execution by the Trust shall be signed by the authority of the Board by not less than two Trustees; any document so signed shall bind the Trust.

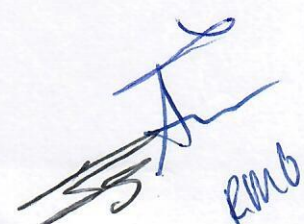
14. WHAKAREREKĒTANGA TURE/ ALTERATION OF THIS DEED

13.1 The Trustees may, by consensus or pursuant to a motion decided by a two-thirds majority of votes, by supplemental Deed make alterations or additions to the terms and provisions of this Deed provided that no such alteration or addition will detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.

15. MEMBERSHIP

15.1 The Trustees may establish a membership as follows:

- (a) Invite persons, firms or corporations who wish to support or take an interest in the purposes of the Trust to become members of the Trust;
- (b) Establish different classes of membership;
- (c) Fix and charge membership fees (including joining fees and subscriptions) for members or each class of members, as the case may be;
- (d) Call members' meetings;
- (e) Subject to clause 14.2, confer membership rights on members;



(f) Issue membership certificates or other evidence of membership.

15.2 The Trustees may not permit any member of the Trust or any person associated with any member of the Trust to determine or fetter any decision of the Trustee relating to:

- (a) The payment of any income of the Trust Fund to, or on behalf of, that member or associated person; or
- (b) The conferring of any benefit or advantage on, or on behalf of, that member or associated person.

15.3 Such income paid must be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). Membership shall not confer on any member the right to receive any of the income or capital of the Trust Fund or to control the Trustees in the exercise of their powers.

16. ADVICE OF COUNSEL

16.1 If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over any exercise of 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 seven years' standing. And they may act upon the barristers' 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 barristers' opinion, however, will not restrict the Trustees' right to apply to the High Court of New Zealand for directions.

17. TAUNAHA/ TRUSTEE LIABILITY

17.1 It is declared that:

- (a) The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects, or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity; and
- (b) They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is properly deposited or has come;
- (c) No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;
- (d) No Trustees hereof shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C Trustees Act 1956 (as enacted by the Trustee Amendment Act 1988) (or any statutory replacement or equivalent) unless such loss is attributable:

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- (i) To his or her own dishonesty; or
- (ii) To the wilful commission by him or her of an act known by him/her to be a breach of Trust. And pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any Trustee hereof.
- (e) No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-Trustee.
- (f) Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.
- (g) The Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

18. TE TUKU TOENGA RAWA/DISPOSITION OF SURPLUS ASSETS

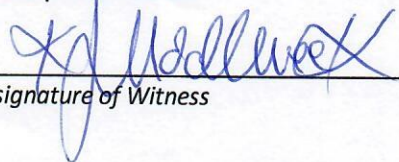
18.1 On the winding up of the Trust, or on its dissolution by the Registrar, all surplus assets, after the payment of costs, debts and liabilities will be given to other charitable organisation/s within New Zealand as the Board will decide. If the Trust is unable to make such a decision, the surplus assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or subsequent enactment.

In witness of which this Deed has been executed:

Signed by Anthony Neil Graham as Settlor in the presence of:



 Trustee signature



 signature of Witness


full name of witness **Karen Jane Middleweek**
Receptionist
Tauranga

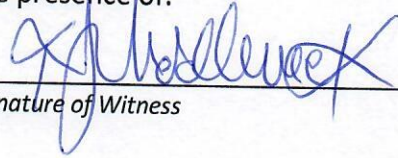
 occupation

_____ residential address


 Z
 S
 RMB

Signed by Anthony Neil Graham as Trustee in the presence of:


Trustee signature

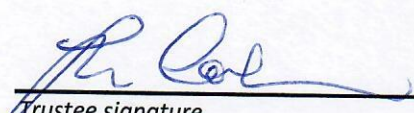

signature of Witness

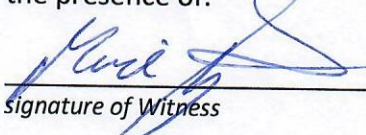
Karen Jane Middleweek
full name of witness
receptionist
Tauranga

occupation

residential address

Signed by Gillian Mary Corbett as Trustee in the presence of:


Trustee signature


signature of Witness


MARIE HUGHES
full name of witness

CONSULTANT HAEMATOLOGIST
occupation

26B GROVE AVENUE
residential address MOUNT MAUNGANUI

Signed by Ben Schrader as Trustee in the presence of:


Trustee signature


signature of Witness

BEN SCHRADER
full name of witness

BRAYDEN MITCHELL

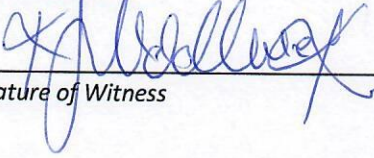
Videographer
occupation

18 Toporoa View, Ascott Park, Porirua.
residential address

Signed by Rebecca Mary Graham as Trustee in the presence of:



Trustee signature



signature of Witness

full name of witness

**Karen Jane Middleweek:
Receptionist
Tauranga**

occupation

residential address