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**AMENDMENT TO TRUST DEED  
FOR THE CANTERBURY MORTGAGE TRUST  
GROUP INVESTMENT FUND**

between

**Fund Managers Canterbury Limited**

and

**Trustees Executors Limited**



**ANDERSONLLOYD**  
2007

## **Amendment To Trust Deed**

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Date:

8<sup>TH</sup> AUGUST 2007

### **Parties**

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1. **FUND MANAGERS CANTERBURY LIMITED** (the "Manager")
2. **TRUSTEES EXECUTORS LIMITED** (the "Trustee")

### **Background**

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- A. At the request of the Manager, the Trustee established under the Trustee Companies Act 1967 and the Trust Deed dated 26 June 2001 as amended by deed of amendment of trust deed dated 22 August 2003 ("Trust Deed") a Group Investment Fund known as the Canterbury Mortgage Trust Group Investment Fund ("Fund").
- B. The Manager is the manager of the Fund.
- C. Under the terms of the Trust Deed the Trustee may, with the concurrence of the Manager at any time, amend the Trust Deed if, in the opinion of the Trustee and Manager, the same is necessary or desirable for the convenient, economical or advantageous working management or administration of the Fund, or for the purpose of complying with any exemption from any relevant law, and the amendment is not likely to become prejudicial to the interests of unitholders generally.
- D. The parties wish to amend the Trust Deed to allow for the Fund to operate as a portfolio investment entity as provided for in the Income Tax Act 2004. The parties are of the opinion that the amendment is not likely to become prejudicial to the interests of the unitholders generally.
- E. The parties are entering into this Amendment to Trust Deed ("Amendment") to record the amendments agreed to the Trust Deed.

### **Terms of this Deed**

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#### **1. Amendments to Trust Deed**

The Trust Deed is amended as set out in this clause 1 with effect from the date of this Amendment.

##### **1.1 Income distributions**

Immediately following the heading "Income distributions" after clause 64, a new clause 65A is added to the Trust Deed as follows:

##### ***Income allocation***

65A Notwithstanding, and without prejudice to clause 65, the manager, on behalf of and with the approval of the trustee, may on a periodic basis

(which may be daily) agree with the trustee to determine the unit income and, in respect of each unitholder, the unit days per unitholder in order to determine the income entitlement and allocate that income entitlement to each unitholder. However, the manager has no obligation to distribute that income entitlement except if the date is a distribution date, in which case the provisions of clause 65 apply. For the sake of clarity, the income entitlements of the unitholder for such allocation may be rounded down but any balance of the allocation amount for that income allocation period arising as a consequence of any calculation of the income entitlement attributable to a unit or the rounding down of the income entitlements of a unitholder shall be retained and carried forward to the next periodic allocation day (which for clarity, may be the next day).

1.2 Clause 65 of the Trust Deed is deleted in its entirety and replaced as follows:

***Income determination***

65 On each distribution date the manager, on behalf of and with the approval of the trustee, shall determine the income for the distribution period ending on that day, the unit income and, in respect of each unitholder, the unit days per unitholder and the income entitlement, provided that if the manager has allocated unitholder income entitlements during the distribution period in accordance with clause 65A, distributions to unitholders on each distribution date shall be determined in accordance with such allocations.

1.3 **Treatment of income**

Clause 68.3 of the Trust Deed is deleted in its entirety and replaced as follows:

68.3 allocating income to, or making distributions to, unitholders

1.4 **Determination of distribution amount**

Clause 69 of the Trust Deed is deleted in its entirety and replaced as follows:

69 As soon as practicable after the end of every distribution period the distribution amount shall be distributed to unitholders in accordance with their income entitlements determined in accordance with clause 65. The income entitlements of a unitholder for a distribution period may be rounded down to not less than the nearest whole dollar. Any balance of the distribution amount for that distribution period arising as a consequence of any calculation of the income entitlement attributable to a unit or the rounding down of the income entitlements of a unitholder shall be retained and carried forward to the next distribution period.

1.5 **Unitholder's income entitlements**

Clause 70 of the Trust Deed is amended by deleting the word "distribution" in the sixth line of the clause and replacing it with the word "allocation".

## 1.6 Payment of entitlement

Clause 72 of the Trust Deed is amended by deleting the word "allocation" from the first line of the clause and replacing it with the word "distribution".

## 1.7 Income entitlements in respect of redeemed units

Clause 77 of the Trust Deed is deleted in its entirety and replaced as follows:

77 Income entitlements determined in accordance with clause 65 in respect of the units withdrawn for the period from the previous distribution date to the date of withdrawal will be distributed either in cash at the conclusion of the distribution period during which the units were withdrawn or, at the manager's discretion and with the agreement of the trustee, on the date of withdrawal.

## 1.8 Tax statements

Clause 267 of the Trust Deed is deleted in its entirety and replaced as follows:

267 The manager shall ensure that statements of income for tax purposes (including without limitation, statements of portfolio investor allocated income or loss) and other net income and net taxable gains and return of capital shall be sent to unitholders annually. Neither the manager nor the trustee shall be liable to any person in respect of any statement, advice or information, provided in good faith and relating to taxation, or in respect of any omission to provide advice or information on taxation matters.

## 1.9 Manager's authorisation

A new Clause 268A of the Trust Deed is inserted immediately after the existing clause 268, as follows:

268A If a unitholder is entitled to a tax rebate relating to its interest in the fund, the manager on behalf of the unitholder may either offset the amount of such rebate against tax payable on any other unitholder's interest in the fund, or claim such rebate directly from the Inland Revenue Department. The manager shall take such tax rebates for any unitholder into account in determining the amount of any distribution from the fund to that unitholder.

## 1.10 Definitions

1.11 Clause 269 of the Trust Deed is amended by:

- a. deleting the third bullet point of the definition of "fund value" and replacing it with the following:
  - undistributed income (including income allocated, but not distributed, to unitholders) of the fund

and
- b. by deleting the definition of "income" and replacing it with the following:

"income" means the net income earned by the fund determined in accordance with the provisions of clauses 65A, 65 and 66 as applicable

2. **Confirmation of Trust Deed**

2.1 In all other respects the provisions of the Trust Deed remain unamended and are confirmed except to the extent that they contradict or conflict with the terms of this Amendment.

3. **Interpretation**

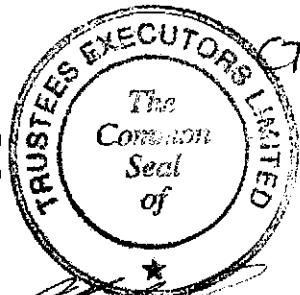
3.1 Definitions used in this Amendment shall have the same meaning as in the Trust Deed except to the extent that they contradict or conflict with the terms of this Amendment.

**EXECUTION**

**SIGNED** for and on behalf of **FUND MANAGERS CANTERBURY LIMITED** as Manager by:

) \_\_\_\_\_  
Director  
\_\_\_\_\_  
Director

**SIGNED** for and on behalf of **TRUSTEES EXECUTORS LIMITED** as the Trustee under its Common Seal:

)  CTS 2007-073 (2/2)  
\_\_\_\_\_  
Director/Authorised Signatory  
\_\_\_\_\_  
Director/Authorised Signatory

**Witness**

Signature: \_\_\_\_\_

Name (full): Sean Roberts

Occupation: Corporate Business Manager  
Wellington

Address: \_\_\_\_\_

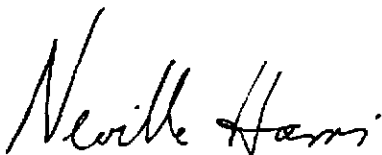
# CERTIFICATE OF AMENDMENT TO REGISTERED TRUST DEED

(Under section 47(4) of the Securities Act 1978)

## FUND MANAGERS CANTERBURY LIMITED

955751

This is to certify that a Deed dated the 8th day of August 2007 amending a Trust Deed dated the 26th day of June 2001 made between FUND MANAGERS CANTERBURY LIMITED and TRUSTEES EXECUTORS LIMITED (the Trustee) was registered on the 16th day of August 2007.



Neville Harris  
Registrar of Companies  
20 August 2007

