

THE PETER O'CONNOR FOUNDATION

A PUBLIC CHARITABLE TRUST

DEED



**BOTTOMS ENGLISH
LAWYERS**

**63 Mulgrave Road
CAIRNS QLD 4870**

THE PETER O'CONNOR FOUNDATION

Review of Charitable Trust Deed

A. BACKGROUND

Fairhaven No. 5 Ltd was the property holding of the Testator's business and held his office building, in which his business "Connexions" was conducted.

The business was sold, but the property remained held by Fairhaven No. 5 Ltd.

Upon his death, the shares in the Company passed into his Estate and are presently held by the Executors.

The Company name was changed on the 8 July 2010 to "The Peter O'Connor Foundation Ltd".

The administration of the Estate was substantially completed in early 2013.

The Executors, pursuant to the powers given to them under the Will, declared that they held the residuary Estate in Trust for a Public Charitable Trust, to be known as "The Peter O'Connor Foundation" and appointed "The Peter O'Connor Foundation Ltd" was Trustee pursuant to this Deed of Trust.

B. RECITALS

The Recitals to the Deed particularised the details of the establishment of the Trust under and pursuant to the direction of the late Peter O'Connor in his Will, and in particular, recite the specific bequest in the Will requiring the Executors to establish the Trust using the rest and residue of his Estate and set out the object of the Trust, namely:

"...to provide scholarships for the education of needy children resident in the rural areas of Papua New Guinea and the settlement camps surrounding Port Moresby..."

Clause 1 – Name of Trustee

Establishes the name of the Trust and the basis for that name.

Definitions

This particularises the initial Foundation Trustees and defines the Trust Fund, the accounting period and the requirement for an Auditor with the initial Auditor being established.

Clause 4 – Declaration and Objections

This sets out the requirement that the Foundation Trustees must hold the Trust Fund and income from the Trust Fund subject to the provisions of the Deed.

It particularises the objections of the Trust under the Will.

Clause 5 – Application of Income and Capital

This requires the Trustees to hold the Trust Fund and income derived from it for the benefit of the Trust Fund and solely for the objects under the Fund.

It provides for the receipt of funds paid under the Trust. It gives the Trustees discretion as to the payment of the funds and provides they do not have to distribute all income, but may retain some of it to keep the Fund at its' initial starting level, taking into account the Consumer Price Index.

Clause 6 – Factors and the Exercise of the Foundation's Trustee's Discretion

In essence, the Trustees "may" in exercising their discretion have regard to the recommendations of the Advisory Committee and the objections and provisions of the Trust.

Clause 7 – Policies and Rules

This gives a rule making power to the Trustees, to establish and organise policies.

Clause 8 – Uncommercial Transactions

This prohibits the Trustees from engaging in "uncommercial" transactions for the benefit of any person and defines and an uncommercial transaction.

Clause 9 – Establishment and Operation of a Give Fund

Separately and apart from the general Trust Fund, if the Trustees receive gifts from third parties, they are to establish a Gift Fund, with a separate bank account, so the funds are not intermingled.

Clause 10 – Investment

There is a requirement that the Trustee must invest money in accordance with the *Trustees and Executors Act 1961*, but includes authority to invest in real estate investment.

Clause 11 - Outlines general powers

There are some twenty ordinary Trustee powers set out and the Trustee is given absolute and uncontrolled discretion in relation to all of those heads of powers.

Clause 12 – Foundation Trustee’s Personal Assets

No part of the Trust Funds can be applied directly or indirectly for the benefit of the Foundation Trustees, Executors or advisers, other than reimbursement of reasonable out of pocket expenses.

Neither can funds be loaned to them.

Clause 13 – Amendment of Trust

The Foundation Trustees are permitted to, by Deed, amend the Trust – in order to achieve its’ more effective administration, if necessary.

Clause 14 – Limit on Foundation Trustees Remuneration

This provides that the Foundation Trustees or Officers of the Foundation Trustees can be remunerated, but only in accordance with the normal time scales in use from time to time by Bottoms English Lawyers Pty Ltd – however, with a two percent cap on the gross income of the Trust.

Clause 15 – Trustee Indemnity

The Trustees can be indemnified by the Fund, providing they have not committed a breach of duty or have acted knowingly or impersonal conscious bad faith.

Clause 16 – Audit

The financial statements of the Trust must be audited at least once in the accounting year.

Clause 17 – Termination

In the event that the Fund is terminated, because its continued operation is becoming impracticable, the property or money must be given or transferred to another eligible Charity for the advancement of education in the Independent State of Papua New Guinea.

Clause 18 – Books of Account and Receipts

Proper books must be kept.

Clause 19 – Advisory Board

An Advisory Board is established for the Foundation Trustees. The functions will be decided by the Foundation Trustees and the Foundation Trustees will appoint or move members of the Board. Power is given to decide the manner of the conduct of the Board. The first members of the Advisory Committee are appointed by the Deed as follows:

1. Mr Rio Fiocco – Estate Solicitor
2. Mr Michael Mayberry – Estate Accountant
3. *Ex officio*, Mr Brett O'Connor (son of the Testator)
4. Mr David Conn – CEO of the Port Moresby Chamber of Commerce and Industry
5. Mr Crispin Hull – former Chair of Barnado's Homes

They advise the Board of the Foundation Trustee, who are Mr John Bottoms, Director and Mrs Anne English, Director.

The Board has appointed (subject to her consent) Dame Carol Kidu as Patron of the Foundation. The Board may appoint a different Patron from time to time.

THE PETER O'CONNOR FOUNDATION

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THE PETER O'CONNOR FOUNDATION

This Declaration of Trust is made on 28 day of MARCH 2014

BETWEEN: **JOHN RAYMOND REIS BOTTOMS** and **ANNE LILLIAN ENGLISH** of 63 Mulgrave Road, Cairns in the State of Queensland in their capacity as Executors of the Will of the late **PETER KERRY O'CONNOR**

("Executors")

AND: **THE PETER O'CONNOR FOUNDATION LIMITED (formerly Fairhaven No. 5 Ltd)** being a Company duly incorporated in the Independent State of Papua New Guinea

("The Foundation")

WHEREAS:

- A The late **PETER KERRY O'CONNOR** died on 20 August 2004, at Port Moresby, in the Independent State of Papua New Guinea.
- B The Will of the late Peter Kerry O'Connor was PROBATED in the Supreme Court of Queensland at Cairns on 1 November 2004 and RESEALED under the provision of the Administration Act 1969 on 22 March 2005 at Auckland in the Dominion of New Zealand, and further RESEALED of the National Court of Papua New Guinea on 5 August 2005 ("the Will"); and
- C The power created by the Will to dispose of property by trust is not void on the ground that it is a delegation of the testator's power to make a Will, if the same power or trust would be valid if made by the testator by instrument in the testator's lifetime.
- D The objects of the trust established in this Deed are in accordance with the preamble of the Imperial Statute of Charitable Uses 1601 as set out in the Schedule annexed hereto, and in particular the advancement of education.

E In clause 3(f) of “the Will” the Testator gave:

“the rest and residue of my estate (to) my Executors to establish The Peter O’Connor Foundation with the following object:

...to provide scholarships for the education of needy children resident in rural areas of Papua New Guinea and the settlement camps surrounding Port Moresby...”

F It was the Testator’s stated intention to his Executor, **JOHN RAYMOND REIS BOTTOMS** that he wished to assist in the education of children who lived in squatter camps and in rural areas of Papua New Guinea, whose parents could not ordinarily afford to pay school fees, so that their children could attend Government schools and learn to read and write, as the Testator feared for the consequences to the community of Papua New Guinea, where he had made his home and had been successful in business life, if a large part of its youth were not educated and were unable to participate in the cash economy.

G The balance of the estate has now been administered in accordance with the terms of the Will.

Now we, **JOHN RAYMOND REIS BOTTOMS** and **ANNE LILLIAN ENGLISH** as executors of the Will of the late Peter Kerry O’Connor with all the power in the will us enabling DO HEREBY DECLARE that the REST AND RESIDUE of the Estate of the Testator, **PETER KERRY O’CONNOR** shall be held in a **Public Charitable Trust** to be known as “**The Peter O’Connor Foundation**” for the **advancement of the education of children** in the Independent State of Papua New Guinea; and

THIS DEED WITNESSES AS FOLLOWS:

1. NAME AND TRUSTEE

1.1. The Trust is to be known as “**The Peter O’Connor Foundation**”.

1.2. The Trustee shall be **THE PETER O’CONNOR FOUNDATION LIMITED (formerly Fairhaven No. 5 Ltd)**, a company duly incorporated in the Independent State of Papua New Guinea.

- 1.3. The shareholders of the Trustee are the Executors of the Will of the later Peter Kerry O'Connor namely, John Raymond Reis Bottoms and Anne Lillian English, in their capacity as Executors of the Will of the late Peter Kerry O'Connor.

2. DEFINITIONS

- 2.1. "**Foundation Trustees**" means the executors of the Will of the late Peter Kerry O'Connor in the first instance, and then those trustees appointed pursuant to this Deed, including the future trustees for the time being of the trust fund, and in the first instance **THE PETER O'CONNOR FOUNDATION LIMITED** (formerly Fairhaven No. 5 Ltd) a Company incorporated in the Independent State of Papua New Guinea.
- 2.2. "**The Trust Fund**" means the residue of the estate given by clause 3(f) of the Will and;
 - 2.2.1. Investments and property (including money) for the time being representing those assets.
 - 2.2.2. So much of the income of the Trust Fund as from time to time is added to it.
 - 2.2.3. All monies, investments and other property from time to time accepted by the Foundation Trustees as additions to the capital of the Trust Fund; and
 - 2.2.4. All accretions to the capital of the Trust Fund.
- 2.3. "**Accounting Period**" means the period ending on the 31st of December in each calendar year.
- 2.4. "**Approved Auditor**" means a person registered as an auditor under the Accountants Registration Act of the Independent State of Papua New Guinea and for the purposes of the commencement of the Foundation shall be DFK Hill & Mayberry of 5th Floor, Defens Haus, Corner of Champion Parade & Hunter Street, Port Moresby.

3. INTERPRETATION

- 3.1. In this Deed unless the context requires otherwise:

- 3.1.1. The singular (including defined terms) includes the plural, and the plural includes the singular, and words of any gender include all genders;
- 3.1.2. A reference to this Deed means this Deed is originally executed and as from time to time lawfully amended;
- 3.1.3. A reference to any legislation or a provision of any legislation include any amendment to that legislation or provision, any consolidation or replacement of that legislation or provision and any subordinate legislation made under that legislation; or
- 3.1.4. Headings used for convenience only and do not affect the interpretation of this Deed.

4. DECLARATION AND OBJECTS

4.1. Declaration of Trust

- 4.1.1. The Trustee declares that the Foundation Trustees must hold the trust fund and income from the trust fund on the trust, with the powers and subject to the provisions in this Deed.

4.2. Objects of the Trust

- 4.2.1. The Trust Fund is established and, subject to the premises of this Deed, must be maintained in perpetuity for the public charitable purposes of the advancement of education of rural and disadvantaged Papua New Guinean children, including but not limited to such actions as providing scholarships for the education of needy children resident in rural areas of Papua New Guinea and the settlement camps surrounding Port Moresby, and more generally for the advancement of education in the Independent State of Papua New Guinea.
- 4.2.2. The Trust Fund must pursue its charitable purposes in the Independent State of Papua New Guinea. The expenditure of the Trust Fund must be incurred in the Independent State of Papua New Guinea, although certain legal, accounting and administrative expenses may be incurred and paid outside Papua New Guinea.

5. APPLICATION OF INCOME AND CAPITAL

- 5.1. The Foundation Trustees must hold the Trust Fund and the income of the Trust Fund derived in each accounting period on trust to pay or apply the income and,

if and so far as it thinks fit, all or any part of the capital of the Trust Fund, solely for the purposes of providing money, property or benefits to or for the benefit of the charitable objects set out in this Deed, or for the establishment of eligible charities in accordance with the objects of this Deed, as the Trustee in their absolute discretion decide.

5.2. The receipt of the Treasurer, or other proper officer of an eligible charity, or of the scholarship beneficiary for any monies paid for and on behalf of the scholarship beneficiary is a sufficient discharge to the Foundation Trustees and they shall not be required to see to the application of such monies.

5.3. The Foundation Trustees:

5.3.1. Are not obliged to distribute the whole of the income of each accounting period but may retain and capitalise such income.

5.3.2. Shall in order to maintain the corpus of the Fund apply so much of the income of the Trust Fund as is necessary to maintain the capital of the Trust Fund at a level calculated by adjusting the capital at the beginning of each accounting period to reflect any positive movement in the Consumer Price Index Numbers Average for the city of Port Moresby during the immediately preceding accounting period; or

5.4. The Foundation Trustees may pay out of the income of the Trust Fund or its capital:

5.4.1. All proper expenses of the Trustees, and/or Advisers including reasonable professional fees for each of them acting as Foundation Trustees for the Trust Fund;

5.4.2. The Trustees may pay any other costs and expenses which they are directed, authorised or empowered by this Deed in their absolute discretion to pay.

6. FACTORS IN THE EXERCISE OF THE FOUNDATION'S TRUSTEE'S DISCRETION

6.1. The factors which the Trustee may have regard to in considering the exercise of its discretion under the premises of this Deed are as follows:

6.1.1. Any recommendation of an advisory committee; and

6.1.2. The provisions and objects so far as they are consistent with the principal purpose of the Trust, or of any other Trust (including a Trust established by a testamentary instrument) where:

- (a) The capital of the other Trust has been transferred or otherwise vested in the Foundation Trustees to hold on to the Trust of this Deed; and
- (b) The Trustee of the other Trust has requested the trustee to recognise the provisions or objects of the other Trust in exercising the Trustee's discretion and powers under this Deed.

7. POLICIES AND RULES

7.1. For the purpose of paying or applying the income or capital, the Foundation Trustee shall:

- 7.1.1. Formulate policies;
- 7.1.2. Make rules in connection with the policies; and
- 7.1.3. Revoke or amend a policy or rule and formulate others.

8. UNCOMMERCIAL TRANSACTIONS

8.1. Apart from payments made for the purpose of this Deed or authorised under this Deed **no** part of the Trust Fund or income may be paid or applied directly or indirectly to or for an uncommercial transaction:

8.2. An uncommercial transaction means the provision of a financial or other benefit on terms which would not be reasonable in the circumstances if the benefit were provided on an arm's length basis and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

9. ESTABLISHMENT AND OPERATION OF A GIFT FUND

9.1. The Trustee must maintain for the principle purposes of the Trust a fund (gift fund):

- 9.1.1. To which any money received by the Trust for the objects of the Trust is to be credited;
- 9.1.2. From which gifts of money or property for the objects of the Trust are to be made; and

9.1.3. That does not receive any other money or property;

9.2. Limits on the use of gift fund

9.2.1. The Foundation Trustee must use the Fund only for the principle purposes for the Trust:

- (a) Gifts made to the Gift Fund; and
- (b) Any money received because of those gifts.

9.3. The Foundation Trustee must maintain a separate bank account for the Gift Fund.

9.4. The Gift Fund forms part of the Trust Fund, but is separate and apart from the Fund in which the Foundation holds its' assets.

10. INVESTMENT

10.1. The Trustee must invest money of the Trust Fund in accordance with the *Trustees and Executors Act 1961* in the way in which Foundation Trustees are permitted to invest under the laws of the Independent State of Papua New Guinea;

10.2. The Trustee is specifically authorized to retain as its' primary investment "the Connexions building" at Allotment 06 Section 225 Kunai Street, Hohola, and such other real estate investment as it shall think appropriate.

11. GENERAL POWERS

11.1. The Foundation Trustee may have the following powers (in addition to any powers conferred by the Will of the Testator or by statute or otherwise by law) and the powers may be exercised jointly with any other person or persons:

- 11.1.1. Change an investment for any other or vary the terms and conditions on which an investment is held.
- 11.1.2. Sell or otherwise dispose of the whole or any part of the investment or property of the Trust Fund.
- 11.1.3. Take and act on the opinion of a Lawyer of not less than 10 years standing practising in the Independent State of Papua New Guinea, or in Australia in relation to the interpretation or effect of this Deed or any trusts or powers of this Deed without responsibility for any loss or error resulting from doing so, but this provision does not stop the trustee from applying to a Court of Competent jurisdiction.

- 11.1.4. Take any action for the adequate protection or insurance of any part of the Trust Fund.
- 11.1.5. Purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, Bills of Exchange and other negotiable or transferrable instruments of any kind.
- 11.1.6. Subject to the trusts of this Deed generally:
 - (a) Perform any administrative act; and
 - (b) Pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses of or incidental to the Trust Fund or its management or in connection with the preparation, execution and standing of this Deed as though the Trustee were the absolute owner of the Trust Fund and the income of the Trust Fund;
- 11.1.7. Attract and encourage donations, gifts (by Will or otherwise), endowments, Trust distributions and other forms of financial assistance to or for the benefit of the Trust.
- 11.1.8. Employ and pay or provide any benefit for any employee without being responsible for the default of the employee or for any loss occasioned by the employment.
- 11.1.9. Engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement.
- 11.1.10. Sponsor, organise and undertake fundraising activities and arrange for the issue of appeals to the public for donations.
- 11.1.11. Accept as part of the trust funds any gifts (by Will or otherwise), donations, settlements or other dispositions in money, monies worth or property to or in favour of the Trust Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with them in any way that the Trustee may invest, apply or deal with the Trust Fund under this Deed.
- 11.1.12. Manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any charity or the Fund to occupy the property on the terms and conditions the Trustee thinks fit.
- 11.1.13. Do all other things incidental to the exercise of the Trustee's power under this Deed.
- 11.1.14. The powers and discretions set out above are to be treated as supplementary to, or additional to the powers vested in Foundation Trustees by law.

- 11.1.15. To acquire release such premises, fittings and equipment and to engage and remunerate such employee and agents as the Foundation Trustees from time to time think for the proper administration of the Trust Fund.
- 11.1.16. To arrange for any company incorporated or acquired by the Foundation Trustees and having necessary powers, to hold any asset or assets forming part of the Trust Fund on behalf of the Foundation Trustees or as a nominee of or custodian of the Foundation Trustees.
- 11.1.17. To delegate to any person, from time to time and for any period, in such manner and on such terms as the Foundation Trustees see fit, the management of any of the investments, business or other assets from time to time forming part of the Trust Fund and the transaction of any business or the doing of any act relating to the Trust Fund or its management.
- 11.1.18. To open any account or accounts with a bank or banks and to operate the account or accounts and generally conduct a business with those banks, the initial banker to the Foundation shall be the Westpac Bank (PNG) Ltd.
- 11.1.19. To determine whether receipts are capital or income or partly capital and partly income even though the receipts are from a source that has made a decision in the matter and whether any outgoings should be charged against capital or income or partly against capital and partly against income.
- 11.1.20. Except where there is an express contrary provision in this Deed, every discretion given to the trustee is absolute and uncontrolled and every power given to it is exercisable as its absolute and uncontrolled discretion.

12. FOUNDATION TRUSTEE'S PERSONAL ASSETS

- 12.1. No part of the Trust Fund or income may be paid or applied directly or indirectly to or for the Foundation Trustees, Executors or Advisors or any of them beneficially otherwise than by remuneration for their duties as Foundation Trustees in accordance with this Deed or as reimbursement of reasonable out of pocket expenses.
- 12.2. Without limiting the generality of sub-clause one, no part of the Foundation's capital or income may be lent to or deposited with a Foundation Trustee or to or with any firm in which the Foundation Trustee, Executor or Advisor is a partner

or Shareholders or Beneficiary or to or with any company in which the Foundation Trustee owns all or a substantial part of the share capital or to or with any entity from which the Foundation Trustees may obtain a benefit or otherwise be dealt with in any manner whereby a trustee, executor or advisor may directly or indirectly derive any pecuniary or other benefit.

13. AMENDMENT OF TRUST

13.1. The Foundation Trustees may by Deed revoke, add to or vary any of the provisions of this Trust to facilitate the proper administration of the Trust Fund provided that:

13.1.1. No part of the Trust Fund or its income becomes subject to any trust other than the Trust established by this Deed.

13.1.2. No part of the Trust Fund or its income may be paid or applied for any object other than those permitted by the provisions of this Trust.

13.1.3. No amendment is made that permits the Foundation Trustees to invest the Trust Fund or any part of it other than in a manner in which the Foundation Trustees are permitted to invest under the laws of the Independent State of Papua New Guinea or under the laws of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia.

13.1.4. No amendment is made affecting clause 4.

13.1.5. No amendment must affect the Trust Fund's ability to maintain its endorsement as an income tax exempt entity.

14. LIMIT ON FOUNDATION TRUSTEES REMUNERATION

14.1. The Foundation Trustees or officers of the Foundations Trustee shall be remunerated in administering the Foundation on a time basis in accordance with the time scale charges that the firm of Bottoms English, Lawyers of 63 Mulgrave Road, Cairns, charge to their general clients. However, the time charges shall not exceed a figure representing 2 percent commission of the gross income, not including capital gains, for each annual accounting period. This clause is intended to place a cap upon the usual fees and charges rendered by the Foundation Trustees who are both Solicitors of more than 25 years standing by reference to the commission rates of public trustee companies in Australia performing a similar function as Trustees of a Foundation.

15. TRUSTEE INDEMNITY

15.1. A Foundation Trustee (or other Trustee) shall not be liable for any loss or damage occasioned by the exercise of or failure to exercise any discretion or power conferred upon the Foundation Trustees (or other trustee) or as a consequence of any error or default on their part, or on the part of any of them, or on the part of any person having dealings with or in respect of the Trust Fund unless the Foundation Trustee (or other trustee) has committed a breach of duty or of trust knowingly or in personal conscious bad faith.

16. AUDIT OF TRUST FUND

16.1. The Foundation Trustees (or other trustees) must, at the expense of the Trust Fund, cause the financial statements of the Trust Fund to be audited at least once in each accounting period by an approved auditor appointed by the Foundation Trustees.

17. TERMINATION

17.1. The Foundation is established as perpetual trust for public charitable purposes, namely the advancement of education, but if for any reason the continued operation of the Trust becomes impracticable the Foundation Trustees (or other Trustees) may determine the trust be wound up.

17.2. If upon the winding up of the Trust there remains, after satisfaction of its debts and liabilities, any property or money, that property or money shall be given or transferred to one or more other eligible charities for the advancement of education in the Independent State of Papua New Guinea.

18. BOOKS OF ACCOUNT AND RECEIPTS

18.1. The trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the trust fund and of all dealings connected with the Trust Fund.

18.2. As soon as practicable after the end of each accounting period the trustee must prepare or cause to be prepared a financial statement showing the financial position of the Trust Fund at the end of the accounting period.

19. ADVISORY BOARD

- 19.1. The Foundation Trustee may establish an advisory committee (to be known as the Board of the Trust) and appoint and remove or make provision for the appointment and removal of, members of the advisory committee.
- 19.2. The functions of the advisory committee will be decided by the trustee and, subject to the Foundation Trustees decision will be to advise the trustee on how payment or applications of income and capital should be made.
- 19.3. Subject to this Deed, the Foundation Trustee may specify:
- 19.3.1. The manner in which proceedings of the advisory committee are to be conducted;
 - 19.3.2. The matters which the advisory committee must have regard to in carrying out its functions; and
 - 19.3.3. Any other matters concerning the advisory committee or its function that the trustee decides.
- 19.4. The first members of the Advisory Committee are hereby appointed as follows:
- 19.4.1. Mr Rio Fiocco, Estate Solicitor;
 - 19.4.2. Mr Michael Mayberry, Estate Accountant;
 - 19.4.3. Ex officio Mr Brett O'Connor, (son of the Testator);
 - 19.4.4. Mr David Conn, CEO of the Port Moresby Chamber of Commerce and Industry (recommended in the Will);
 - 19.4.5. Mr Crispin Hull, former Chairman of Barnardo's Homes

20. PATRONS

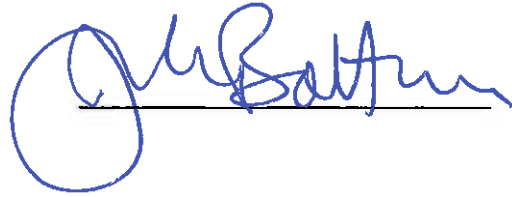
- 20.1. The trustee may appoint any person as a patron of the Trust. The first person appointed is Dame Carol Kidu.

21. GOVERNING LAW

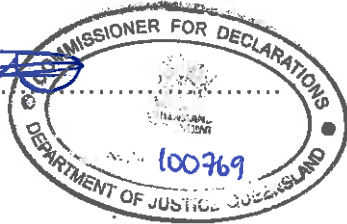
- 21.1. This Deed is governed by the laws of the Independent State of Papua New Guinea.

EXECUTED AS A DEED

Signed sealed and delivered by)
JOHN RAYMOND REIS BOTTOMS)
in the presence of:)



Witness



Signed sealed and delivered by)
ANNE LILLIAN ENGLISH)
in the presence of:)



Witness



THE COMMON SEAL of)
The Peter O'Connor Foundation Ltd)
is hereby affixed in accordance with)
its Constitution in the presence of:)

Director

Secretary

.....
Witness

EXECUTED AS A DEED

Signed sealed and delivered by
JOHN RAYMOND REIS BOE TOAMS
in the presence of


Witness 




Signed sealed and delivered by
ANNE CATHERINE O'NEILL
in the presence of


Witness 



THE COMMON SEAL of
The Peter O'Connor Foundation Ltd
is hereby attested in accordance with
its Constitution in the presence of

Witness: 

Director



Secretary

SCHEDULE

STATUTE OF CHARITABLE USES 1601

An Acte to redresse the Misemployment of Landes Goodes and Stockes of Money heretofore given to Charitable Uses

Whereas Landes Tenementes Rentes Annuities Profittes Hereditamentes, Goodes Chattels Money and Stockes of Money, have bene heretofore given limitedt appointed and assigned, as well by the Queenes most excellent Majestie and her moste noble Progenitors, as by sondrie other well disposed persons, some for Releife of aged impotent and poore people, some for Maintenance of sicke and maymed Souldiers and Marriners, Schooles of Learninge, Free Schooles and Schollers in Universities, some for Repaire of Bridges Portes Havens Causwaies Churches Seabankes and Highewaies, some for Educacion and prefermente of Orphans, some for or towardes Reliefe Stocke or Maintenance of Howses of Correccion, some for Mariages of poore Maides, some for Supportacion Ayde and Helpe of younge tradesmen Handicraftesmen and persons decayed, and others for releife or redemption of Prisoners or Captives, and for aide or ease of any poore Inhabitanes concerninge paymente of Fifteenes, setting out of Souldiers and other Taxes; Whiche Landes Tenementes Rents Annuities Profittes Hereditaments Goodes Chattells Money and Stockes of Money nevertheles have not byn imployed accordinge to the charitable intente of the givers and founders thereof, by reason of Fraudes breaches of Truste and Negligence in those that shoulde pay delyver and imploy the same.