

CERTIFICATE OF INCORPORATION

of

GREAT BARRIER ISLAND CHARITABLE TRUST (AK/1256050)

This is to certify that GREAT BARRIER ISLAND CHARITABLE TRUST was incorporated under the Charitable Trusts Act 1957 on the 11th day of November 2002.



Deed Establishing the

GREAT BARRIER ISLAND CHARITABLE TRUST

Made This 28th Day of October 2002

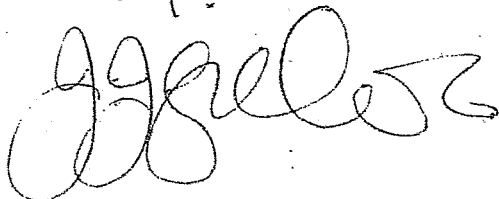
Between

The Hauraki Gulf Charitable Trust "The Settlor"

And

- 1} John OGDEN
- 2} Judith Jane GILBERT
- 3} Leon Anthony BOUZOID
- 4} Timothy David SPEIR..... "The Founding Trustees"

I, JUDITH JANE GILBERT,
TRUST DEED AS A TRUE
COPY.



28.10.02.

1. INTERPRETATION
2. ESTABLISHMENT OF TRUST
3. ACTIVITIES OF THE TRUST
4. APPOINTMENT OF TRUSTEES & TERM OF OFFICE
5. CASUAL VACANCIES
6. MEETINGS OF THE TRUSTEES
7. SPECIAL COMMITTEES & DELEGATION OF POWERS
8. PATRON OR PATRONS OF THE TRUST
9. RULES OF PROCEDURE
10. PROCEEDINGS OF THE TRUSTEES NOT AFFECTED BY IRREGULARITIES
11. TRUSTEES CONTRACTING WITH THE BOARD
12. TRUSTEES' RESPONSIBILITY
13. TRUSTEES' POWERS
14. MONEY TO BE BANKED
15. ACCOUNTS
16. APPOINTMENT OF OFFICERS
17. INCORPORATION
18. AMENDMENT
19. WINDING UP

TO ALL TO WHOM THESE PRESENTS SHALL COME the several persons named and described in the Schedule (the "Trustees") **SEND GREETING:**

WHEREAS the Trustees intend:

- (a) by this deed to establish a charitable Trust for the purposes hereinafter declared;
- (b) to actively pursue those purposes and hold property (both real and personal) for those purposes; and
- (c) to apply for incorporation as a Board under Part II of the Charitable Trusts Act 1957

And WHEREAS the Settlor settles upon the Trustees the sum of \$3825.04 being the establishment fund of the Great Barrier Island Charitable Trust.

NOW THEREFORE THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

In this Deed unless the context otherwise required:

"The Trust" means GREAT BARRIER ISLAND CHARITABLE TRUST

"Charitable Purpose" has the meaning given to it in the Charitable Trusts Act 1957.

"Board" means the Trustees incorporated as a Board pursuant to Clause 16.1 of the Deed.

"Establishment Fund" means the sum first settled upon the Trust by the Settlor.

"Financial Year" means the year ending on the 31st day of March and includes the period between the incorporation of the Board and the next 31st day of March.

"The Trustees" includes all persons for the time being holding office as Trustee under this Deed.

"Trust Fund" means all sums of money and property received by the Trustees or the Board whether as capital or income for the purposes of the Charitable Trust hereby established, the income arising from the monies and property and all investments at any time representing the same or any part thereof and all income arising there from.

2. ESTABLISHMENT OF CHARITABLE TRUST

2.1 Background:

Great Barrier Island's relatively pest-free condition, its isolation, and the large proportion of forested land and marine coastline of high biodiversity value administered by the Department of Conservation, give the island a unique regional and national status. The trust was conceived as a vehicle to promote the potential benefits of pest eradication and enhancement of the natural environment to the island's inhabitants, the Auckland Region, and the Nation. These benefits will come from increased land value, employment creation and tourism as the restoration of the biological diversity of the native flora and fauna becomes internationally recognised. The growing capacity for pest-eradication in New Zealand presents the island with a unique opportunity.

2.2 The Trustees shall stand possessed of the Trust Fund UPON TRUST to pay and apply the same for those Charitable purposes.

2.3 The Trustees have power to pay and discharge all costs, expenses and charges in their administration of the Trust and in conducting the Trust's activities and to set aside such reserves out of the income of the Trust Fund as they may determine in accordance with usual accounting practices.

2.4 The Trustees need not disburse the whole amount available to them in any income year and may set aside any surplus for subsequent disbursement.

2.5 The Trust Fund shall be applied solely for the declared Charitable Purpose and save as is expressly authorised by this Deed no part of it shall be applied for the benefit of the Trustees.

3. ACTIVITIES OF THE TRUST

The charitable object of the Founder Trustees in establishing this Trust is to create a fund the capital and income from which is to be used for:

- a) the management and protection of the native and endemic plant and animal species of Great Barrier Island
- b) the enhancement of Great Barrier Island's native and endemic biological diversity
- c) the eradication, control and management of introduced plant and animal species which threaten the viability of native and endemic species
- d) support for research into ways and means to further environmental enhancement on the land and in the surrounding waters of Great Barrier Island.

Where:

- e) such activity will protect and enhance the viability and sustainability of the ecology of Great Barrier Island, Auckland City, the Auckland region and New Zealand
- f) such activity will directly and indirectly benefit the present and future inhabitants of Great Barrier Island, Auckland City, the Auckland Region and New Zealand

And:

- g) the Trustees may from time to time declare or resolve that other charitable organisations involved in conserving native and endemic New Zealand flora and fauna on and around Great Barrier Island benefit under the terms of this deed.

- 3.1 The principle activities of the Trust are in protecting, enhancing, developing and maintaining habitats for New Zealand native and endemic species on Great Barrier Island, with a particular focus on pest management, through:
- (a) Research into and development of methods and systems which advance animal and plant pest management theory and practice.
 - (b) Promotion of education and employment related to sustaining and enhancing the biological diversity of Great Barrier Island.
 - (c) Promotion of and support for conservation practices and the establishment of habitat sanctuaries on private land on Great Barrier Island.
 - (d) Research into and promotion of the reintroduction of appropriate native and endemic species to Great Barrier Island.
 - (e) Promotion of and support for the creation of marine reserved areas around the coastal areas of Great Barrier Island.
- 3.2 It is expressly declared that the foregoing activities are to be conducted only in furtherance of the charitable purpose of the Trust and are not to be so construed as to authorise the pursuit of any non-charitable purpose.

4. APPOINTMENT OF TRUSTEES & TERM OF OFFICE

- 4.1 There shall be four Trustees of the Charitable Trust established by this Deed.
- 4.2 Subsequent Trustees shall be selected by the Trustees and shall be persons of good character who by the nature of their interest or vocation will promote the interests of the Trust.
- 4.3 Trustees may be sought by way of calling for expressions. of interest via. channels deemed appropriate by the Trustees.
- 4.4 The term of office of the Trustees shall be two years and Trustees may put themselves forward for a subsequent term of office.
- 4.5 No Trustee may serve in excess of ten consecutive years as a Trustee.
- 4.6 The signatories to this Deed are the first Trustees.

5. CASUAL VACANCIES

- 5.1 The office of a Trustee shall be vacated if the Trustee:
- (a) dies; or
 - (b) becomes bankrupt; or
 - (c) becomes of unsound mind or becomes a protected person under the Protection of Personal & Property Rights Act 1988; or
 - (c) resigns office by notice in writing to the Trustees.
 - (d) is convicted of a crime under the Crimes Act 1961.
- 5.2 A vacancy so caused shall be filled in the same way as if the term of the office falling vacant had expired but the new appointee shall hold office only for the residue of the term of office of the Trustee whose place is taken.

6. MEETINGS OF THE TRUSTEES

- 6.1 The Trustees shall from time to time elect one of their number Chairperson to preside at every meeting of the Trustees but in the absence of the Chairperson from any meeting the Trustees present shall select one of their number to be the Chairperson of that meeting.
- 6.2 The first meeting of the Trustees shall be held as soon as possible after the incorporation of the Trustees as a Board pursuant to Clause 17 and at such time and place as they determine.
- 6.3 Subsequent meetings of the Trustees shall be held at such times and places as they determine. 6.4 A special meeting of the Trustees may at any time be called by the Chairperson who shall call a special meeting if requested to do so in writing by two Trustees. Not less than seven clear days' notice of every special meeting and of the business to be transacted shall be given to each Trustee for the time being in New Zealand. No business other than that specified in the notice shall be transacted at that meeting.
- 6.5 At all meetings of the Trustees the quorum necessary for the transaction of business shall be such number (not less than three) as the Trustees may from time to time determine.
- 6.6 Every question before the Trustees shall be determined by a majority of the votes recorded thereon; provided that a resolution by a majority of the Trustees for the time being in New Zealand shall have the same effect as a resolution duly passed at a meeting of the Trustees
- 6.7 Effect may be given to Clause 6.6 by way of letter, facsimile or electronic mail transmission, or by any of these means subsequent to and in confirmation of any resolution agreed to by the majority of Trustees in the course of a telephone or video conference call, provided that in all cases any resolution of Trustees must be recorded in the minute book of the Trust.
- 6.8 The counting of a quorum and the votes cast at a meeting is subject to Clause 10.
- 6.9 The Chairperson shall have a deliberative vote and in the case of an equality of votes, a casting vote.
- 6.10 There shall be not less than two meetings of the Trustees in each financial year.
- 6.11 Subject to the provisions of the Deed and to the Rules of the Trustees made under Clause 9, they may regulate their own proceedings in such manner as they think fit.

7.0 SPECIAL COMMITTEES & DELEGATION OF POWERS

- 7.1 The Trustees will establish an Executive Committee consisting of at least two Trustees and such other persons as the Trustees may decide to carry out the day to day work and administration of the Trust.
- 7.2 The Trustees may from time to time by resolution appoint, disband, alter or reconstitute special committees for particular purposes and any person may be appointed to a special committee notwithstanding that he or she is not a Trustee.
- 7.3 The Trustees may delegate to the Executive Committee and any special committee such of their powers as they think fit.
- 7.4 Subject to any general or special directions given or condition attached by the Trustees any powers and functions so delegated may be performed and exercised by the Executive Committee and any special committee with the same effect as if those powers and functions had been directly conferred by this Deed and not by delegation.

- 7.5 Every committee purporting to act under any delegation under this clause shall be presumed to be acting in accordance with the terms of the delegation in the absence of proof to the contrary.
- 7.6 Every such delegation shall be revocable at will and no such delegation shall prevent the performance or exercise of any power by the Trustees themselves.
- 7.7 Until any such delegation is revoked it shall continue in force according to its tenor notwithstanding any change in the membership of the Trustees or of any committee.
- 7.8 Subject to the rules of the Trustees each committee may regulate its own proceedings in such manner as it thinks fit.

8. PATRON OR PATRONS OF THE TRUST

- 8.1 The Trustees may appoint a patron or patrons of the Trust

9. RULES OF PROCEDURE

- 9.1 The Trustees may by resolution make rules not inconsistent with this Deed for all or any of the following purposes;
- (a) Regulating the proceedings of the Trustees and of any committee of the Trustees and the conduct of meetings of the Trustees or any committee constituted by the Trustees.
 - (b) Prescribing the manner in which applications for grants for purposes of the trust shall be made.
 - (c) Providing for such matters as may be deemed necessary or expedient for duly carrying out the work of the Trustees.
- 9.2 The Trustees may amend or revoke any such rules but notice of every resolution proposed to be submitted to any meeting for the making, amendment or revocation of any rules shall be given to every Trustee for the time being in New Zealand not less than seven clear days before the day fixed for the meeting.

10. PROCEEDINGS OF THE TRUSTEES NOT AFFECTED BY IRREGULARITIES

No act or proceeding of the Trustees or of any committee or any persons acting as a Trustee shall be invalidated in consequence of there being a vacancy in the number of Trustees at the time of that act or proceeding or of the subsequent discovery that there was some defect in the entitlement or appointment of any person so acting or that he or she was incapable of being or had ceased to be a Trustee or that an insufficient number of meetings of the Trustees was held in any financial year.

11. TRUSTEES CONTRACTING WITH THE BOARD

- 11.1 Having first declared his or her interest to a meeting of the co-Trustees, a Trustee may:
- (i) act by himself or herself or his or her firm in a professional capacity for the Board and that Trustee or his or her firm shall be entitled to remuneration for professional services as if he or she were not a Trustee; and
 - (ii) contract with the Board with regard to the holding of any office or place of profit or as vendor purchaser or otherwise without being liable to account for any

resulting income or profit and no such contract or arrangement shall be liable to be avoided by reason the Trustees interest in it.

- 11.2 The Trustee shall however not vote on any matter in which he or she is interested and nor shall that Trustee be counted to make up the quorum present at the meeting.
- 11.3 A Trustee who is a Trustee of any other Trust or director or officer of any other body corporate with whom the Board shall contract shall be deemed to have an interest in the contract. A Trustee may make a general declaration of interest by reason of being such a Trustee, director or officer and such declaration shall be recorded in an appropriate section of the minute book. Once so recorded, a declaration of such interest need not be made at any future meeting of the Board.

12. TRUSTEES' RESPONSIBILITY

The Trustees shall be answerable and responsible only for their individual acts, receipts, omissions, neglects and defaults and not for those of each other nor of any banker, broker, clerk, agent, servant or other person with whom or into hands the Trust Funds or any part thereof may be deposited or come. A Trustee shall not be liable for any loss unless it happens by reason of his or her own wilful default from and out of the Trust Funds from and against all other liabilities incurred in the course of carrying out their functions under this Deed.

13. TRUSTEES' POWERS

In the administration of the Charitable Trust hereby established the Trustees may (in addition to the powers implied by law) from time to time exercise the following powers or any of them that is to say:

- a) To accept or acquire from any source any further property of whatsoever kind or nature and whether encumbered or unencumbered as an addition to the Trust Fund.
- b) From time to time to invest such part or parts of the Trust Fund in such form of investment as the Trustees may determine whether or not the form of investment is authorised by law and to vary and alter such investment or investments.
- c) To take or otherwise acquire, hold and dispose of shares (whether or not fully paid up) stock or debentures, securities or other interests in any limited company or incorporated body in' any part of the world.
- d) To receive monies on deposit from any person, firm or corporation for such period or periods and upon such terms and conditions as to payment of interest or otherwise as the Trustees may think fit
- e) To purchase, take on lease, exchange or otherwise howsoever acquire upon such terms and conditions as the Trustees may think fit any real and personal property of whatsoever kind and wheresoever situate and in particular any lands, buildings, easements, leases, privileges, machinery, plant, works, stock-in-trade, and generally to erect, maintain, improve, alter, enlarge, remove and re-erect or replace any buildings, premises, works, machinery and plant as may be necessary or convenient" for the purposes of the Trust.
- f) Generally to acquire in such manner and upon such terms and conditions as the Trustees may think fit any real and personal property or rights whatsoever and to sell, hire out, lease or otherwise dispose of the same.
- g) To apply for, promote and obtain any order, Act of Parliament, leave, license or other authority in any part of the world to enable the Trustees to carry out all or any of the authorities, powers, undertakings and trusts hereof or of the purpose

of obtaining for the Trustees additional powers and to oppose any bills, proceedings, or applications which may seem to the Trustees likely to prejudice the Trustees in their administration of the Trust or to be prejudicial to the Trust Fund.

- h) To sell or otherwise dispose of the undertakings of the Trustees hereunder as a whole or any part thereof upon such terms and conditions and for such consideration as the "Trustees may think fit
- i) To carry on any form of business or undertaking whatsoever which in the opinion of the Trustees may be carried on profitably or which may directly or indirectly benefit the purposes to which the Trust Fund is to be applied.
- j) To exercise the same powers of borrowing, mortgaging, partitioning, renewing and varying loans and mortgages, compromising, compounding or releasing claims, exchanging, subdividing, maintaining, buying; selling, dedicating, leasing, taking on lease, managing, improving, repairing, insuring, reinstating, paying outgoings, donations or subscriptions, developing, appointing and remunerating attorneys, agents
- k) and others, altering and constructing buildings or other erections and otherwise howsoever dealing with or in respect of all or any part of the property at any time subject to the Trust as if the Trustees were the absolute owners thereof.

14. MONEY TO BE BANKED

- 14.1 All money forming part of the Trust Fund shall as soon as practicable after it has come into the hands of the Trustees (or any officer of the Board) be paid into such Bank or Banks as the Trustees from time to time appoint.
- 14.2 No money shall be withdrawn from the Bank except by authority of the Trustees and by cheque signed by two Trustees or by one Trustee and the Secretary or other officer of the Board appointed by the Trustees for that purpose.
- 14.3 The Trustees may from time to time authorise the opening of an interest account in the name of an officer of the Board and may direct what payments shall be made from any such interest account
- 14.4 The Trustees shall from time to time by resolution fix the maximum amount that may be held at any time in the interest account.
- 14.5 A statement of all payments made from the interest account shall be submitted to the Trustees for approval at their first ordinary meeting after those payments are made.

15. ACCOUNTS

The Trustees shall as soon as possible (but not later than six months) after the end of every Financial year cause the accounts of the Board for that Financial Year to be balanced and shall prepare a statement of assets and liabilities of the Board as at the end of that Financial Year, together with an account of income and expenditure showing the financial transactions for that year. The accounts shall be audited.

16. APPOINTMENT OF OFFICERS

- 16.1 The Trustees may from time to time appoint a General Manager, Secretary and such other officers and servants as are considered necessary for the exercise and performance of the functions and powers of the Trustees and may remove any person so appointed.
- 16.2 The Trustees may pay officers and servants of the Trust such salaries and allowances as they think fit.

17. INCORPORATION

- 17.1 The Trustees shall apply to be incorporated as a Board under Part II of the Charitable Trusts Act 1957 under the name GREAT BARRIER ISLAND CHARITABLE TRUST
- 17.2 Upon incorporation all the powers hereby conferred on the Trustees may be exercised by the Board.
- 17.3 The Board shall obtain a seal and provide for its safe custody. The seal shall only be affixed with the authority of the Trustees and every instrument to which the seal is affixed shall be signed by two Trustees.

18. AMENDMENT

The Trustees may from time to time by Deed alter vary or revoke the Trusts powers and stipulations declared in this Deed and by the same or other deed appoint other trusts powers and stipulations in substitution therefore or in addition thereto but no such alteration, variation or revocation or addition shall provide for the application or expenditure of the Trust Fund or any part thereof in and towards any purpose that is not a charitable purpose in New Zealand.

19. WINDING UP

If the Trusts hereby created shall fail or GREAT BARRIER ISLAND CHARITABLE: TRUST (as an incorporated body) shall be wound-up the residue of the Trust Fund after satisfying all liabilities shall be applied solely for those purposes which are charitable at law in New Zealand.

EXECUTED AS A DEED

A E Meyers
Manager
Auckland

SIGNED by the said
HAURAKI GULF CHARITABLE TRUST (Chairperson)
as Settlor in the presence of:

A E Meyers
HR Manager Finance + IT
Air NZ Ltd.
Auckland

SIGNED by the said
JOHN OGDEN
as a Founder Trustee in the presence of:

University Professor Lecturer
~~REF~~ 123 ASTER RD
AWANA
GREAT BARRIER ISLAND
AUCKLAND

J Ogden

[Signature]

SIGNED by the said
LEON ANTHONY BOUZAI
as a Founder Trustee in the presence of:

25 GLENFERN RD
PORT FITZROY
GREAT BARRIER ISLAND, TAYAHENA
DONALD JOHN ARMITAGE
25 MULBERRY GROVE RD
GREAT BARRIER ISLAND
AUCKLAND.

[Signature]

WITNESS SIGNATORY FOR ALL TRUSTE

[Signature]

SIGNED by the said
TIMOTHY DAVID SPEIR
as a Founder Trustee in the presence of:
ACCOMMODATION MANAGER
2 MABEY RD
OKIWI
GREAT BARRIER ISLAND

David Speir

[Signature]

SIGNED by the said
JUDITH JANE GILBERT
as a Founder Trustee in the presence of:
ARTIST
429 ROSALIE BAY RD
GREAT BARRIER ISLAND

[Signature]

[Signature]