



www.societies.govt.nz | 0508 SOCIETIES | 0508 762 438
Send completed forms to: Companies Office, Private Bag 9200, Wellington

10063860567

issing@societies.govt.nz

Application by trustees for incorporation as a charitable trust board

Section 7(3) Charitable Trusts Act 1957

NOTES | The name cannot be the same as, or confusingly similar to, the name of any other incorporated trust, society, company or other body corporate, nor can it be contrary to the public interest (for example, be offensive or prohibited by an enactment).

Check existing trust, society and company names for free by doing a Register Search online at www.companies.govt.nz.

1. We being all the trustees under "a Trust Document" that creates a trust exclusively or principally for charitable purposes hereby apply to be incorporated as a Board under the Charitable Trusts Act 1957.

Note | Examples of Trust Documents include a deed of trust, will, declaration of trust or a similar authorisation.

2. We, as trustees, are not at present incorporated.

3. Proposed name of Board

MATUKU RESERVE TRUST BOARD

4. Address of registered office

This address must be a physical (street) address and NOT a P O Box, Private Bag or Document Exchange address.

64 Parker Road
Oratia, Auckland 0604

5. Address for premises (optional)

Where provided, this address must be a physical (street) address.

NPC# 09
N/A - 4 AUG 2016

6. Addresses for communication

Postal address (this can be a PO Box address) to which communications from the Registrar may be sent. The Registrar may also contact the Board by email. The email address you provide here will not be publicly available.

Postal address
64 Parker Road, Oratia

Email address (optional)
oratia@ihug.co.nz

7. The following documents are attached to the application

- Copy of the Trust Document (certified by an applicant) as per section 10(2)(a) Charitable Trusts Act 1957, and
- Statutory declaration as per section 10(2)(b) of the Charitable Trusts Act 1957.

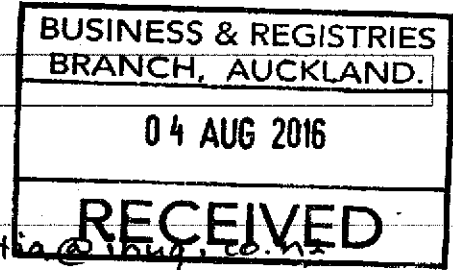
8. Date 2 August 2016

9. Your contact details

Name and postal address
Geoff Davidson
64 Parker Road
Oratia

Email oratia@ihug.co.nz

Telephone 09 - 8130229



Proposed name of Board

MATUKU RESERVE TRUST BOARD

Signatures of the trustees who are applying to be incorporated as a Board

1 Full name JOHN EDWIN STANILAND Signature

Residential address 143 Jonkers Road
RD Waitakere

J. Staniland

2 Full name GEOFFREY RONALD DAVIDSON Signature

Residential address
64 Parker Rd, Oratia, Auckland

[Signature]

3 Full name CHARLES STEVEN WILKIE Signature

Residential address
10 Stilwell Rd, Mt. Albert, Auckland

[Signature]

4 Full name Signature

Residential address

5 Full name Signature

Residential address

6 Full name Signature

Residential address

7 Full name Signature

Residential address

8 Full name Signature

Residential address

Proposed name of Board

MATUKU RESERVE TRUST BOARD

Statutory declaration

Supporting the application for incorporation as a charitable trust board

Section 10(2)(b) Charitable Trusts Act 1957

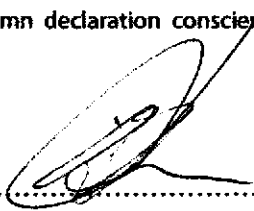
I GEOFFREY RONALD DAVIDSON

of Auckland Nurseryman

do solemnly and sincerely declare that:

1. I am one of the applicants under the application for incorporation submitted with this statutory declaration.
2. There are no trusts, other than those set out in the Trust Document, under which the applicants for incorporation hold any property.

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths and Declarations Act 1957.



.....
Signature

Declared at AUCKLAND

this 2nd day of August 2016

before me:  W.M. Bram
.....

Justice of the Peace, Solicitor or other person
authorised to take a statutory declaration

Notary Public
Auckland

THIS DEED is made the 2nd day of August 2016

BETWEEN

JOHN EDWIN STANILAND of 143 Jonkers Road, RD Waitakere, Auckland Retired,
GEOFFREY RONALD DAVIDSON of 64 Parker Road, Oratia, Auckland Nurseryman
and CHARLES STEVEN WILKIE of 10 Stilwell Road, Mt Albert Company Director

WHEREAS:

- A. The parties to this Deed wish to establish a charitable trust (in this Deed referred to as "the Trust") for the purposes described in Clause 3 of this Deed, and
- B. the parties to this deed have agreed to contribute the sum of one dollar each to establish the Trust; and
- C. they have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government:

1. NAME:

The name of the Trust is Matuku Reserve Trust, hereafter called 'the Trust'.

2. PRINCIPLES

The Trust is committed, in attaining its purposes, to:

- 2.1 inspiring people to respect the natural environment;
- 2.2 respecting the cultural diversity of people and encouraging people from all nationalities to utilize the Trust's facilities and services;
- 2.3 respecting and implementing the dual heritage of the partners of Te Tiriti o Waitangi (the Treaty of Waitangi); and
- 2.4 maintaining the highest standards of professionalism and integrity.

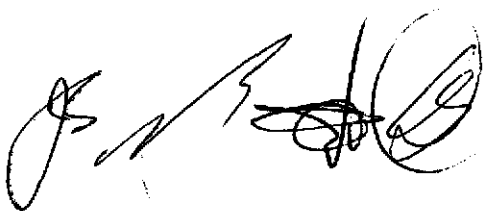
3. PRIMARY OBJECT

The primary object of the Trust will be to benefit the community by acquiring the property of 37.37 hectares being mainly alluvial kahikatea, tanekaha, puriri and lowland kauri forest, situated at 111 Bethells Road in the Waitakere Ecological District, described as Lot 5 DP 58486, being all the land comprised in Computer Register 13B/1140 ('the land') for the purposes of

- preserving the bush-covered portion of the land as a place of natural beauty and as an adjunct to the adjoining Matuku reserve, and
- utilizing the buildings on the land for the purposes of accommodating maintenance workers, students and scientists working on scientific and environmental projects in the surrounding reserve areas and
- establishing educational facilities.

In particular the Trust will:

- 3.1 manage the bush area of the land with the intent of eliminating introduced predators and pest plants and improving it as a bird habitat and corridor;
- 3.2 manage the low-lying cleared portion of the land north of the Waitakere River with the intent of restoring the majority of it to a natural state as the head of a wetland;
- 3.3 encourage use of the land by students, scientists and the public;



- 3.4 co-operate with other organizations with similar aims; and
- 3.5 provide other support and assistance as appropriate consistent with this charitable purpose.

4. ACTIVITIES LIMITED TO NEW ZEALAND

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

5. OFFICE

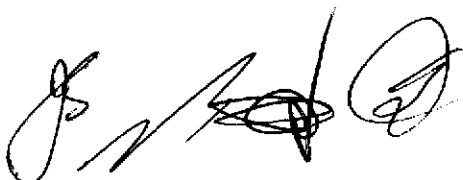
The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

6. THE BOARD OF TRUSTEES

- 6.1 The Board will comprise of no less than three (3) Trustees and no more than ten (10) 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 (2/3rd) majority of votes, terminate a person's position as a Trustee and member of the Board, if it believes on proper and equitable grounds that such action is necessary in the best interests of the Trust.
- 6.7 The name of the Board will be Matuku Reserve Trust Board.

7. MEETINGS OF THE BOARD

- 7.1. The procedure for Board meetings will be as follows:
 - 7.1.1 A quorum will be at least half of its members.
 - 7.1.2 If a Trustee, including an office-bearer, does not attend three (3) 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.
 - 7.1.3 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.



7.1.4 If the voting is tied, the motion will be lost.

7.1.5 In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.

7.2 The Board will meet at least three (3) times 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 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

7.3.1 the time, date and venue of the meeting, and the names of those present;

7.3.2 all decisions made by the Board; and

7.3.3 any other matters discussed at the meeting.

8. POWERS

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 charitable purposes are as follows:

8.1 to use the funds of the Trust 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;

8.2 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;

8.3 to invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;

8.4 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;

8.5 to solicit donations from any sources to repay borrowings, to meet the costs of maintaining the land and for the general purposes of the Trust; and

8.6 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 charitable purposes of the Trust.

9. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

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

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).

A handwritten signature in black ink, appearing to be 'J. S. [unclear]', is located at the bottom left of the page. The signature is written in a cursive style and is somewhat stylized.

Nothing in this clause shall prevent the Trust reimbursing any person for proper and reasonable expenses legitimately incurred on Trust business.

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. 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. 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:

11.2.1 how money will be received by the Trust;

11.2.2 who will be entitled to produce receipts;

11.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

11.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories; and

11.2.5 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 prepared and audited by accountants appointed for those purposes.

12. FORMAL SIGNING

Any formal document requiring signature by the Trust may be signed by any two trustees. Such signing shall be recorded in the minutes of the next following meeting of the Board.

13. MEDIATION & ARBITRATION

13.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other

A handwritten signature in black ink, appearing to be a stylized name, possibly 'J. S. [unclear]', written over a horizontal line.

party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' institute of new Zealand Inc.

13.2 The mediation shall be terminated by-

13.2.1 The signing of a settlement agreement by the parties; or

13.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or

13.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or

13.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

13.3 If the mediation should be terminated as provided in 13.2.2, 13.2.3 or 13.2.4 any dispute or difference arising out of or in connection with this deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty -one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

14. TRUSTEE LIABILITY

It is declared that:

14.1 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

14.2 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;

14.3 No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;

14.4 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:

14.4.1 to his or her own dishonesty; or

14.4.2 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.



14.5 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.

14.6 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.

14.7 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.

15. DISPOSITION OF SURPLUS ASSETS

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.

16. ALTERATION OF THIS DEED

16.1. The Trustees may by consensus or pursuant to a motion decided by a 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.

16.2. Any alteration or addition must be recorded in writing either in a supplemental deed or a trustees' resolution signed by all trustees.

IN WITNESS OF WHICH this Deed has been executed:

SIGNED by the above named JOHN)
EDWIN STANILAND)
as Trustee in the presence of:

J. Staniland

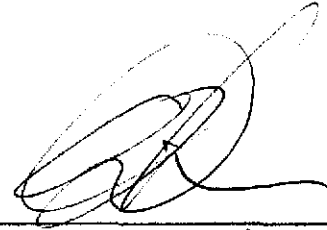
Full Name of Witness: *Warwick Miles Brown*

Occupation: *Notary Public*

Residential address: *40 Eglinton Rd*

*Nx. Eden
Auckland*

SIGNED by the above named GEOFFREY)
RONALD DAVIDSON)
as Trustee in the presence of:)

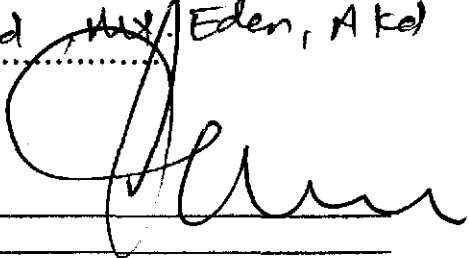


Full Name of Witness: *W. M. Brown* Warwick Miles Brown

Occupation: *Notary Public*

Residential address: *40 Ellerton Rd, Mt Eden, Auckland*

SIGNED by the above named CHARLES)
STEVEN WILKIE)
as Trustee in the presence of:)



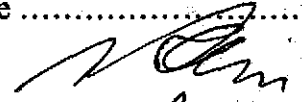
Full Name of Witness: *W. M. Brown* Warwick Miles Brown

Occupation: *Notary Public*

Residential address: *40 Ellerton Rd*
Mt. Eden, Auckland

"A"

This is the document marked "A"
referred to in the annexed
declaration of GEOFFREY RONALD
DAVIDSON.....
made at Auckland this
..... *2nd* day of
..... *August*, 2016 /
before me


W. M. Brown
Notary Public
Auckland