



**IMPORTANT! This document must be uploaded online OR
faxed to 0508 266 736 (0508 CONSENT) or +64 9 913 4213
Please do not return this document by post.**

Consent and certificate of director or directors of proposed company

Section 12(1) Companies Act 1993

Name of proposed company

PROJECT JANSZOOM TRUST COMPANY
LIMITED

Barcode (for office use)

50000286199

Proposed company number

3694736

Director's first name(s)

Barrie Mackechnie

Director's surname

BROWN

Director's residential
address

36 Laurie Avenue
Parnell
Auckland 1052
NZ

I consent to be a director of the above proposed company and certify that I am not disqualified from being appointed or holding office as a director of a company.

Signature

DISQUALIFICATION DETAILS

Please ensure that you are not disqualified from being a director for this company before signing this consent form.

A person cannot be a director of a company if he or she is any of the following:

- > under 18 years of age; or
- > an undischarged bankrupt. Search the bankruptcy database online for free at www.insolvency.govt.nz; or
- > prohibited from being a director or promoter of, or being concerned or taking part in the management of a company under any statutory provisions. This includes (but is not limited to) people who have been convicted of a crime involving dishonesty in the last five years or have been prohibited from managing a company by the Registrar of Companies. It also includes people who have been prohibited from being a director or promoter of, or being concerned or taking part in the management of, an overseas company under an order made, or notice given, under the law of a prescribed overseas jurisdiction (Australia) in accordance with section 151(2)(eb) of the Companies Act 1993; or
- > subject to a property order under sections 30 or 31 of the Protection of Personal Property Rights Act 1988; or
- > not eligible because of requirements contained in the company's constitution (if any).

A person who is not a natural person cannot be a director of a company.

For more information refer to sections 151 and 382 to 385 of the Companies Act 1993. View a copy of the Act online for free at www.legislation.govt.nz

Completed by

Joanna Bronwyn STACKPOLE (BELL GULLY)
Vero Centre
48 Shortland Street
Auckland 1140
NZ

Email: akco.admin@bellgully.com

Phone: +64 9 9168614

Fax: +64 9 9168801



**IMPORTANT! This document must be uploaded online OR
faxed to 0508 266 736 (0508 CONSENT) or +64 9 913 4213.
Please do not return this document by post.**

Consent of shareholder of proposed company

Section 12(1) Companies Act 1993

Name of proposed company

Barcode (for office use)

PROJECT JANSZON TRUST COMPANY
LIMITED

50000286202

Proposed company number

3694736

Shareholder's full legal name

HUTTON WILSON NOMINEES LIMITED

Shareholder's address



C/-carol Campbell Chartered Accountant
Level 13
34 Shortland Street, Auckland
NZ

Number of shares held

4

I consent to act as shareholder of the above proposed company and to taking the number of shares specified.

Signature

 DIRECTOR
 DIRECTOR

IMPORTANT INFORMATION

Shareholders

- › A trust, whether expressed, implied or constructive, cannot be entered on the share register. Where, for example, shares are held by a family trust the name of the trustees must be entered individually as members of a share parcel.
- › Initials of the person's name are not allowed. The full legal name must be provided.
- › A postal address, private bag or DX number is not permitted for the shareholders address.
- › Only one person must complete this form. If the shares are held jointly with others then each shareholder must complete and sign their own form.
- › If the shareholder is a natural person, please give a residential address. If the shareholder is a body corporate, please give the address of its registered office or, if it does not have a registered office, the address of its principal place of business.
- › If this consent form has been signed by an agent, it must be accompanied by the instrument authorising the agent to sign it.

Completed by

Joanna Bronwyn STACKPOLE (BELL GULLY)
Vero Centre
48 Shortland Street
Auckland 1140
NZ

Email: akco.admin@bellgully.com

Phone: +64 9 9168614

Fax: +64 9 9168801

Deed of Trust

relating to

the Project Janszoon Trust

Hutton Wilson Nominees Limited

the Settlor

and

Project Janszoon Trust Company Limited

the Trustee

Date *22 December 2011*

BELL GULLY

AUCKLAND VERO CENTRE, 48 SHORTLAND STREET
PO BOX 4199, AUCKLAND 1140, DX CP20509, NEW ZEALAND
TEL 64 9 916 8800 FAX 64 9 916 8801



Contents

1.	Interpretation	1
2.	Name of the Trust.....	2
3.	The Object.....	2
4.	Registration	2
5.	Application of income and capital.....	3
6.	Investment of the Trust Fund	3
7.	Powers and discretions of the Trustee	3
8.	Prohibition on private pecuniary profit.....	3
9.	Appointment and retirement of the Trustee	4
10.	Interested Trustee	4
11.	Limitation of liability and indemnity	5
12.	Records.....	5
13.	Limited amendment of the Deed	6
14.	Winding up.....	6
15.	Governing law.....	6
	Schedule: Powers of the Trustee	8



This Deed of Trust is made on 22 December

2011

between (1) Hutton Wilson Nominees Limited (the Settlor)

and (2) Project Janszoon Trust Company Limited (the Trustee)

Introduction

- A. The Settlor wishes to establish a charitable trust to be known as the **Project Janszoon Trust** for the objects set out in this Deed.
- B. The Settlor paid \$100 to the Trustee to settle the Trust.
- C. This Deed sets out the terms of the Trust.

It is declared

1. Interpretation

- 1.1 In this Deed, unless the context otherwise requires:

Abel Tasman National Park means the area declared by section 6 of the National Parks Act to be a national park subject to that Act;

Associated Person means a person who is an associated person of the Trustee for the purposes of the exemptions from income tax for a tax charity as set out in the Tax Act;

Charities Act means the Charities Act 2005;

Conflict Transaction is defined in clause 10.2;

Department of Conservation means the Department of State of that name established by section 5 of the Conservation Act 1987 (inclusive of any successor person or entity having some or all of the functions set out in section 6 of that Act);

Financial Year means each 12 months ending on 30 June;

National Parks Act means the National Parks Act 1980;

Object means the purpose of the Trust as set out in clause 3;

Power means the powers conferred by clause 9.1;

Tax Act means the Income Tax Act 2007;

Trust means the trust created by this Deed;

Trust Fund means:

- (a) the \$100 settled by the Settlor; and

- (b) the income and capital that is from time to time held by the Trustee on the trusts evidenced by this Deed;

Trustee means the trustee for the time being of the Trust.

1.2 In this Deed, unless the context otherwise requires, any reference to:

- (a) a "power" includes any authority, discretion or right and any power may be exercised at any time and from time to time;
- (b) any legislation or other law includes any regulation, order-in-council or other instrument under it and any consolidation, amendment, replacement or re-enactment;
- (c) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (d) a party to this Deed or any other agreement or instrument includes its executors, administrators and successors and permitted transferees and assigns and, in the case of the Attorney, its delegates;
- (e) person includes an individual, body corporate, an association of persons (whether corporate or not and including a partnership and joint venture), trust, a state and an agency of state and a Crown entity, in each case whether or not having separate legal personality;
- (f) the singular includes the plural and vice versa;
- (g) a gender includes each other gender;
- (h) clauses, paragraphs and schedules are references to clauses of this Deed, paragraphs of the relevant schedule and the schedules to this Deed (as the case may be).

Headings are to be ignored in construing this Deed.

2. Name of the trust

2.1 The Trust is known as the **Project Janszoon Trust**.

2.2 The Trustee may from time to time by deed amend or change the name of the Trust.

3. The object

3.1 The object of the Trust is the charitable purpose in New Zealand of promoting Abel Tasman National Park as a national park for the benefit, use and enjoyment of the general public.

3.2 Without limiting the generality of the purpose expressed in clause 3.1, that purpose may include:

- (a) facilitating the operation, maintenance and ecological restoration of Abel Tasman National Park; and
- (b) educating the public on the historical, cultural, scientific, ecological and recreational values of Abel Tasman National Park.



- 3.3 In promotion of the Object the Trustee will be guided by the purposes and values set out in section 4 of the National Parks Act.

4. Registration

- 4.1 The Trustee will seek registration of the Trust as a charitable entity in accordance with the Charities Act.
- 4.2 If and while so registered the Trustee will comply with the Charities Act.

5. Application of income and capital

- 5.1 The Trustee may at any time pay or apply all or any of the income or capital of the Trust Fund to promote the Object.
- 5.2 Any payment or application under clause 5.1 will be made after the payment or provision for costs or expenses arising or expected to arise out of the Trust's activities.
- 5.3 The Trustee may at any time resettle any of the income or capital of the Trust Fund on other objects that are charitable purposes within New Zealand and according to the law of New Zealand.

6. Investment of the trust fund

- 6.1 The Trustee may invest all or any of the Trust Fund in investments that are from time to time permitted by the laws of New Zealand for the investment of trust funds.
- 6.2 The Trustee will ensure that it complies with any restriction, obligation or trust impressed upon any part of the Trust Fund.

7. Powers and discretions of the trustee

- 7.1 In addition to all the powers, authorities and discretions vested in the Trustee by law, the Trustee may always exercise the fullest possible powers and discretions as if it were the beneficial owner of the Trust Fund.
- 7.2 In addition to clause 7.1, the Trustee has the powers set out in the schedule to this Deed.
- 7.3 All powers and discretions of the Trustee may be exercised by the Trustee in its absolute discretion on such terms as the Trustee thinks fit.
- 7.4 In the exercise of trustee powers and discretions the Trustee will:
- (a) comply with any restriction, obligation or trust in accordance with clause 6.2; and
 - (b) not breach the charitable purpose of the Object or clause 8.

8. Prohibition on private pecuniary profit

- 8.1 Neither the Trustee nor an Associated Person shall receive any form of private pecuniary profit from the Trust.

- 8.2 In the conduct of the activities of the Trust:
- (a) any income, benefit or advantage will be applied to promote the Object;
 - (b) the Trustee and an Associated Person will not receive any form of private income, benefit or advantage from the activities of the Trust;
 - (c) any payment made to the Trustee or an Associated Person for goods or services that promote the Object must be reasonable and commensurate with payments that would be made between unrelated parties.
- 8.3 The provisions and effect of this clause 8 will:
- (a) not be removed from this Deed; and
 - (b) be included and implied in any replacement Deed.

9. Appointment and retirement of the trustee

- 9.1 The Settlor will have the power to:
- (a) appoint a person to be a Trustee;
 - (b) remove a person as a Trustee;
 - (c) confer on another person the sole power to appoint or remove a person as a Trustee.
- 9.2 A person disqualified from being an officer of a charitable entity may not be a Trustee.
- 9.3 A person will cease to be a Trustee if that person:
- (a) resigns by notice in writing to the Settlor;
 - (b) becomes a person whom clause 9.2 does not permit to be a Trustee;
 - (c) ceases to exist, dies or refuses to act as a Trustee.
- 9.4 The Power must be exercised by deed.
- 9.5 In the event that there is more than one Trustee those persons may make rules to govern meetings of Trustees.

10. Interested trustee

- 10.1 Subject to clause 10.3, the Trustee is entitled to act as the Trustee even though the Trustee may enter into a Conflict Transaction for the Trustee.
- 10.2 A Conflict Transaction exists for the Trustee where:
- (a) the Trustee may be associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Trustee is dealing in its capacity as Trustee;

- (b) the interests or duty of the Trustee in any particular matter may conflict with its duty to the Trust; or
- (c) the Trustee is dealing with itself as a trustee in another capacity.

10.3 When there is a Conflict Transaction, and there is at the time a sole Trustee, the Trustee may still enter into the Conflict Transaction upon the Trustee obtaining a written confirmation from a lawyer, accountant or other reputable professional person of independent status that the Conflict Transaction is proper and in order for the Trustee to enter into.

11. Limitation of liability and indemnity

11.1 The Trustee is fully indemnified by and out of the Trust Fund for any loss or liability incurred in the course of the activities of the Trust. The indemnity includes in particular any liability to satisfy all costs and expenses arising out of conduct of the activities of the Trust.

11.2 The indemnity conferred by clause 11.1 may extend to any loss or liability arising after a person has ceased to be a Trustee.

11.3 The indemnity conferred by clause 11.1 does not extend to a loss or liability that is attributable to:

- (a) the Trustee's dishonesty;
- (b) the wilful commission by the Trustee of any act known by the Trustee to be a breach of trust; or
- (c) the wilful omission by the Trustee of any act when the omission is known by the Trustee to be a breach of trust.

11.4 The Trustee is not liable to the Trust to its own account for:

- (a) the consequence of any act or omission or for any loss; and
- (b) any loss or cost caused by an attorney, delegate, manager, agent or employee engaged by the Trustees, despite any rule of law or equity to the contrary.

11.5 The exclusion from liability set out in clause 11.4 does not apply where the consequence or loss attributable to:

- (a) the Trustee's dishonesty;
- (b) the wilful commission by the Trustee of any act known by the Trustee to be a breach of trust; or
- (c) the wilful omission by the Trustee of any act when the omission is known by the Trustee to be a breach of trust.

11.6 If there is more than one Trustee, no Trustee is bound to take any proceedings against a co-Trustee for any alleged breach of trust by the co-Trustee.

12. Records

12.1 The Trustee will ensure that financial records are kept.

- 12.2 The financial records will present the Trust's receipts, credits, payments, liabilities and all other matters necessary or appropriate so as to show the true state and condition of the financial affairs of the Trust.
- 12.3 The annual financial statements of the Trust will be prepared by a chartered accountant appointed by the Trustee.
- 12.4 The Trustee may from time to time determine whether the annual financial statements are to be audited by a chartered accountant.
- 12.5 The Trustee will maintain a minute book or other record setting out decisions on the activities of the Trust.

13. Limited amendment of the deed

- 13.1 Subject to any relevant legislation for the time being in force relating to charitable trusts, the Trustee may by deed amend or revoke any provision of this Deed:
- (a) but only in a manner that is consistent with the Object; and
 - (b) if and to the extent that it is necessary to do so for the Trust to obtain or continue with the registration stated in clause 4.1.
- 13.2 No amendment will be made to the Deed if to do so would result in the termination of the registration stated in clause 4.1.

14. Winding up

- 14.1 The Trustee may at any time wind up the Trust.
- 14.2 On the winding up the Trustee will pay or apply such of the capital and income of the Trust Fund as then remains, for charitable purposes within New Zealand as the Trustee determines.
- 14.3 If the Trustee cannot determine application of the Trust Fund, the Trust Fund will be applied to such charitable purposes in New Zealand as directed by a Judge of the High Court of New Zealand.

15. Governing law

The Trust will be governed by and construed in accordance with the laws of New Zealand.



Execution

Executed and delivered as a deed.

SIGNED by Hutton Wilson
Nominees Limited as the Settlor
by its directors:

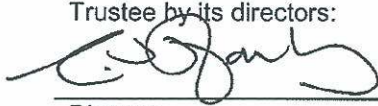


Director

B. M. BROWN

Director

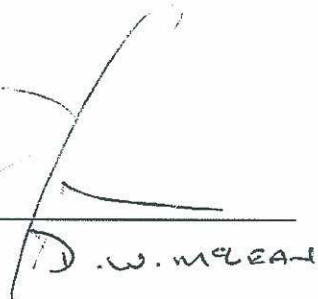
SIGNED by Project Janszoon
Trust Company Limited as the
Trustee by its directors:



Director

G. J. HARLEY

Director



D. W. McLEAN



Schedule: Powers of the trustee

1. Powers

The Trustee has power to undertake any of the following:

- (a) enter into and perform a memorandum of understanding (or other deed, agreement or other arrangement) with the Settlor regarding the activities of the Trust to promote the Object;
- (b) enter into and perform a memorandum of understanding (or other deed, agreement or other arrangement) with the Department of Conservation for the purposes of the activities of the Trust to promote the Object.
- (c) establish a capital endowment fund whose earnings may assist the Trustee in promoting the Object in perpetuity;
- (d) maintain a bank account and agree on signatories to the account;
- (e) seek and receive any conveyance, transfer, gift, devise, donation or bequest to help the Trustee promote the Object;
- (f) pay all costs and expenses incurred in the course of the Trustee carrying out or exercising any of the Trustee's powers and discretions;
- (g) create a provision for possible liabilities;
- (h) for any part of the Trust Fund, the Trustee may:
 - (i) apply it to make an investment in a debt security, an equity security or property;
 - (ii) retain it even if it is of a wasting, speculative or reversionary nature, may not produce income, or might be decreasing or not increasing in value;
 - (iii) pay all insurance premiums, rates, taxes, rents, repairs and other outgoings;
 - (iv) improve, develop or subdivide it;
 - (v) do anything that may increase value including, for example, adding to any buildings or structures, and entering into leases, tenancy agreements, party wall agreements, easements or profits a prendre;
 - (vi) grant a lease or licence;
 - (vii) waive breaches, accept surrenders and terminate tenancies and licences;
 - (viii) convert it into money;
 - (ix) grant security over it; or
 - (x) deal generally and manage the Trust Fund as if the Trustee was beneficially entitled to it;
- (i) carry on any business or venture and establish any company, partnership or joint venture to conduct the same;



- (j) enter into and perform swap, hedging or other financial transaction;
- (k) enter into and perform a contract of indemnity and act as surety with any guarantee and security in support;
- (l) in relation to any company or other body:
 - (i) exercise any voting, decision-making rights or other powers;
 - (ii) appoint directors, officers or employees or trustees of it; and
 - (iii) provide further share or loan capital;
- (m) engage any person including volunteers as:
 - (i) an expert to assist the Trustee;
 - (ii) an attorney or delegate for the Trustee;
 - (iii) a manager or agent for the Trustee;
 - (iv) a secretary of the Trustee; or
 - (v) an employee of the Trustee in any matter relating to the Trust;
- (n) insure personnel, including the Trustee, who undertake the Trust's activities;
- (o) act upon any expert or professional opinion or advice;
- (p) accumulate the income of the Trust Fund, subject to the accumulation not breaching any part of the law against perpetuities;
- (q) set apart any part of the Trust Fund under a distinguishing name:
 - (i) as a sub-trust;
 - (ii) as a special endowment; or
 - (iii) for a special purpose;
- (r) make rules for the execution of documents if there is more than one Trustee;
- (s) decide all questions arising in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust; and
- (t) generally do all other lawful acts and things that may promote the Object.

2. Restriction

An investment of the Trust Fund is subject to the requirements of clause 6.2.