

10061270052

Application by trustees for incorporation as a charitable trust board

Section 7(3) Charitable Trusts Act 1957

i 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

Marlborough Sands Integrated Management Trust

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.

19 Halifax Street
Nelson 7040

5. Address for premises (optional)

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

NPC# 08
28 AUG 2012

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.

P.O. Box 616
Pictou 7250

7. The following documents are attached to the application

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

8. Date 21-August 2012

9. My contact details

Name and postal address

Eric Jorgensen
P.O. Box 153
Pictou 7250

Email (optional)

Telephone 03 5799288

Proposed name of Board

Marlborough Sands Integrated Management Trust

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

1 Full name JOHN HELLSTROM Signature [Signature]

Residential address ENDEAVOUR INLET QUEEN CHARLOTTE SOUND PICTON 7250

2 Full name Lance Wehman Signature [Signature]

Residential address 64 Ward Beach Rd Ward Marlborough 7248

3 Full name Eric Sloan Jorgensen Signature [Signature]

Residential address 2200 Port Underwood Road Pictou 7220

4 Full name Raymond Carl Smith Signature [Signature]

Residential address 122 Waikawa Rd, Pictou 7220

5 Full name Roy Thomas Grose Signature [Signature]

Residential address 34 Seaview Cres, Pictou 7220

6 Full name Signature

Residential address

7 Full name Signature

Residential address

8 Full name Signature

Residential address

Proposed name of Board

Marlborough Sands Integrated Management Trust

Statutory declaration

supporting the application for incorporation as a charitable trust board

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

I, Eric Sloan Jorgensen Company Directors

of, Ocean Bay, Port Underwood Pictou

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.

[Handwritten Signature]

Signature

Declared at

Blenheim

this

23rd

day of

August

~~2011~~

2012

before me:

CHRISTOPHER HOOD *[Signature]*

Justice of the Peace, Solicitor or other person

authorised to take a statutory declaration

C. Hood
Deputy Registrar
High/District Court
Blenheim

BRANCH AUCKLAND
27 AUG 2012
RECEIVED

Dated 1 June 2012

DECLARATION OF TRUST

relating to

Marlborough Sounds Integrated Management Trust

Settlor

Tony Grant Quickfall

Trustees

THE PERSONS LISTED IN SCHEDULE 1

ASSISTANT REGISTRAR OF
INCORPORATED SOCIETIES

AUCKLAND

[Handwritten signatures]

Dated 1 June 2012

DECLARATION OF TRUST


relating to

Marlborough Sounds Integrated Management Trust

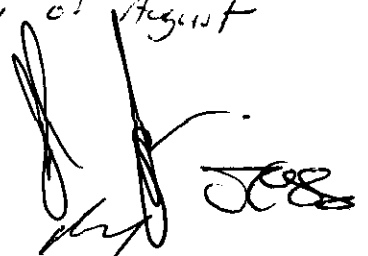
Settlor *Tony Grant Quickfall*

Trustees
THE PERSONS LISTED IN SCHEDULE 1

I, Tony Grant Quickfall, certify that this document is a true and correct copy of the Declaration of Trust dated 1 June 2012

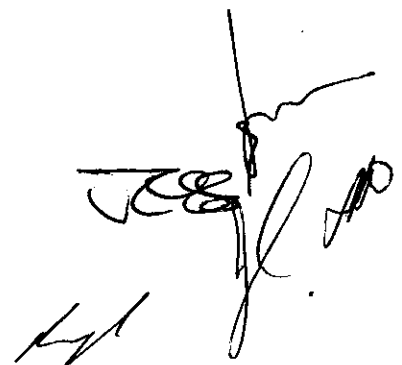
 (T. Quickfall)

Certified in Nelson this twenty first day of August 2012.



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DECLARATION OF TRUST

for the

MARLBOROUGH SOUNDS INTEGRATED MANAGEMENT TRUST

DATED

PARTIES

- (1) (the "Settlor")
- (2) THE PERSONS LISTED IN SCHEDULE 1 (the "Trustees")

RECITALS

- A. The Settlor has paid an amount of \$1.00 to the Trustees. The Trust Fund shall comprise the initial \$1.00 and any other money or property hereafter paid to or transferred to the Trustees with the direction that it be held on the trusts set out in this Deed.
- B. The Settlor and the Trustees wish to enter into this Deed for the purpose of creating a charitable trust.
- C. The Trustees wish to incorporate themselves as a Trust Board pursuant to Part II of the Charitable Trusts Act 1957.
- D. This Deed declares and constitutes the Trust, specifying its objects, and providing for its control, government and regulation.

IT IS DECLARED

1. GENERAL

1.1 In this Deed the following terms shall, where the context admits, have the following meanings:

- (a) "**Balance Date**" means 31st March or any other date adopted from time to time by the Trustees as the end of the Trust's Financial Year.
- (b) "**the Board**" means the Trustees of the Marlborough Sounds Integrated Management Trust acting together as a Board.
- (c) "**Concessionary Provisions**" means sections CW 41 (charities: non-business income), CX 25 (benefits provided by charitable organisations), DB 41 (gifts of money by company), DV 12 (Maori authorities: donations) and LD1 (credit in respect of gifts of

money) of the Income Tax Act 2007 and section 73(1) of the Estate and Gift Duties Act 1968;

- (d) **"Income"** means the income earned by the Trust, including donations and grants;
- (e) **"Marlborough Sounds Area"** means the area described in Schedule 2.
- (f) **"Marlborough Sounds Marine Area"** means the area of the Marlborough Sounds within the Marlborough Sounds Area and below Mean High Water Springs.
- (g) **"Property"** means physical property and money received as gifts, donations, grants, subsidies, payments, endowments, legacies, bequests and from fund raising;
- (h) **"Sustainable use"** means the use of natural resources (including enjoyment, protection, preservation, development and extraction) in a way which:
 - a. recognises natural resource limitations and capacity;
 - b. does not result in a net degradation of environmental quality;
 - c. does not result in a net reduction of natural resources; and
 - d. which meets the needs of the present generation without compromising the ability of future generations to meet their own needs.
- (i) **"Trust"** means the charitable trust declared and constituted under this Deed;
- (j) **"Trustees"** means the Trustees for the time being of the Trust; and
- (k) **"Trust Fund"** means any money, investments or other property paid or given to or acquired by the Trustees after this Deed has been executed with the intention that it be held by the Trustees in accordance with the trusts and other provisions of this Deed;

1.2 In this Deed the following provisions shall apply:

- (a) References to clauses are to clauses of this Deed;
- (b) References to schedules are to schedules in this Deed;
- (c) References to this Deed include its schedules;
- (d) References to the provisions of any Act shall be construed as a reference to those provisions as modified, extended or replaced by any statute for the time being in force;
- (e) Words importing the singular include the plural and vice versa;
- (f) "Including" and similar words do not imply any limitation;
- (g) Words importing one gender include the others; and

- (h) The contents page and the headings to clauses are for convenience only and are not part of the content of this Deed.

2. ACKNOWLEDGMENT OF TRUST

- 2.1 The Settlor directs that the Trustees and the Trustees acknowledge that they have been directed, to hold the Trust Fund upon the trusts and with the powers set out in this Deed.

3. NAME OF TRUST

- 3.1 The Trust is known as the Marlborough Sounds Integrated Management Trust but the Trustees may amend or change the name.

4. OBJECTS OF TRUST

- 4.1 The Settlor declares that the Trust is a trust for charitable purposes for the benefit of the all users of the Marlborough Sounds Area and further declares and directs that the Trust Fund may be applied and used exclusively by the Trustees for the following purposes (the "Objects"), namely:

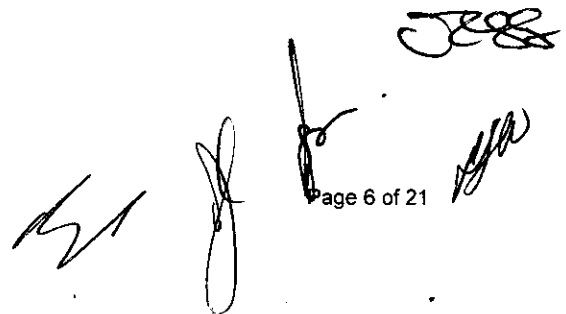
- (a) The principle objective of the Trust is to maintain and enhance the mauri of the natural resources of the Marlborough Sounds Marine Area. Mauri is the life force of the physical world and implies health and spirit. In the environment mauri can be used to describe the intrinsic values of all resources and the total ecosystem. The preservation of the mauri of natural resources is paramount to the Trust to ensure that resources may be used sustainably by present and future generations. The Trust aims to achieve this via the Objects that follow:
- (i) To promote the integrated management and sustainable use of the Marlborough Sounds Area.
 - (ii) To promote community knowledge and stewardship of the Marlborough Sounds Area applying the principles of Kaitiakitanga.
 - (iii) To promote a cohesive community and stakeholder based strategy that will ensure the long term maintenance and enhancement of the Marlborough Sounds marine areas eco-systems.
 - (iv) To encourage and co-ordinate multi-sector management and initiatives in the Marlborough Sounds Area based on sound knowledge and, where available, research.
 - (v) To support initiatives that promote healthy marine ecosystems in the Marlborough Sounds.

- (vi) To promote and support educational opportunities to further the public's understanding, knowledge and enjoyment of the Marlborough Sounds marine area and the integrated management and sustainability of same.
 - (vii) To maintain connections with national and international bodies with similar objects.
- (b) To undertake or facilitate in any other way research projects or scientific enquiries to carry out the Objects;
 - (c) To source and allocate funds for projects which support, promote or otherwise contribute to the Objects;
 - (d) To seek the support and involvement of appropriate persons, organisations and agencies and work alongside or collaboratively with such persons, organisations and agencies to carry out the Objects;
 - (e) To make available research relating to the Objects, and to encourage the public to become involved with or to generally promote the aims and purposes of the Trust;
 - (f) To carry out any other purpose which is capable of being carried out in connection with the Objects or may directly, or indirectly, advance the Objects;
 - (g) To raise money and to seek, accept and receive financial and other contributions from any source and to conduct fund raising; and
 - (h) To do all such other acts and things that are incidental or conducive to the attainment of the Objects.

4.2 Any private benefit which is conferred on any individual or individuals must be incidental to the pursuit by the Trust of the Objects. The powers and purposes of the Trustees shall be restricted accordingly and limited to New Zealand.

4.3 Unless the context requires otherwise, none of the Objects will be deemed subsidiary or ancillary to any other Object and the Trustees may pursue any one or more of those Objects independently of the other Objects.

4.4 If as a result of any change in the law, including any change brought about by the enactment of new legislation or the amendment or repeal of existing legislation or by any change in the official interpretation or application of any such legislation, it is at any time necessary to modify the terms of this Deed in order to achieve or preserve the availability of any concession in relation to the Trust under any of the Concessionary Provisions, then notwithstanding clause 18, the terms of this Deed will at that time be deemed to be modified to the extent necessary, unless the Trustees have determined that eligibility for the benefit of a Concessionary Provision is not required in the best interests of pursuing the Objects.



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5. POLICIES AND PROCEDURES OF TRUST

5.1 The Trustees will develop and will, from time to time review and alter the policies and procedures which they will follow in administering the Trust and in particular in distributing the Trust Fund in order to pursue the Objects.

6. FUNDS OF THE TRUST

6.1 The Trustees may accept any property that is donated to the Trust.

6.2 The Trustees may collect funds and raise money by all lawful means and to receive, accept and encourage financial and other contributions, donations, legacies, endowments, bequests, grants or payments from any source not precluded by Clause 6.3, and to conduct fundraising.

6.3 The Trustees must not accept any property subject to any condition that is inconsistent with the achievement of the Objects.

6.4 All property received by the Trust will form part of the Trust Fund.

7. INVESTMENT OF TRUST FUND

7.1 The Trustees will invest any part of the Trust Fund which is not presently required for the pursuit of the Objects in accordance with the investment policies and guidelines set by the Trustees from time to time.

8. POWERS AND DISCRETIONS OF TRUSTEES

8.1 In addition to the powers, authorities and discretions vested in the Trustees by law or by this Deed, but subject to any specific or general prohibitions or restrictions on investment or trustee powers contained in this Deed, the Trustees in giving effect to the Objects in their discretion may at all times and from time to time exercise the fullest possible powers and authorities on such terms and conditions and in such manner and by such means as they think fit.

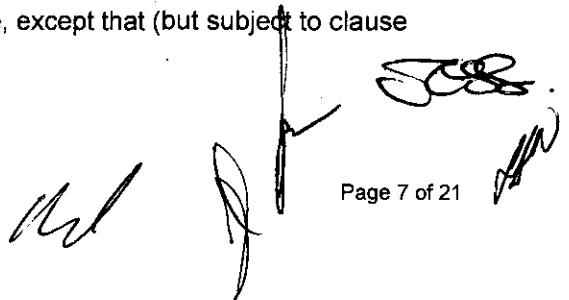
8.2 Without prejudice to the generality of clause 8.1, the Trustees have the powers set out in Schedule 3 and may in their discretion exercise any one or more of those powers in pursuit of the general administration of the Trust.

9. INCORPORATION

9.1 The Trustees will forthwith take all necessary steps to obtain 'Donee Status' from the Inland Revenue Department terms the requirements set out in the Income Tax Act 2007.

10. PECUNIARY PROFIT AND BENEFITS AND ADVANTAGES

10.1 No private pecuniary profit shall be made by any Trustee, except that (but subject to clause 10.3):



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- (a) The Trustees may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustees in connection with the affairs of the Trust; and
- (b) The Trustees may receive (and may also pay to any person) reasonable and proper remuneration in return for services actually rendered to the Trust.

10.2 The Trustees, in determining all reimbursements, remuneration and charges payable in terms of this Deed, must ensure that the restrictions imposed by clause 11.3 are strictly observed.

10.3 Notwithstanding anything to the contrary in this Deed, no remuneration or benefit or advantage (regardless of whether it is convertible into money) or income of the kind referred to in section CW 42(1) of the Income Tax Act 2007 shall be paid or afforded to or received or gained or achieved or derived by any person if the payment of such income would deny the Trustees an exemption from tax or income derived by the Trustees from the carrying on of any business by, or for, or for the benefit of the Trustees, by reason of section CW 42(1)(b) of the Income Tax Act 2007.

10.4 A person who, in the course of and as part of the carrying on of his or her business of a professional public practice, renders professional services to the Trust, shall not, by reason only of his or her rendering professional services to the Trust, be in breach of clause 11.3.

10.5 Nothing expressed or implied in this Deed will permit the activities of the Trustees to be carried on for the private benefit of any person.

11. TRUSTEES

11.1 The Trustees are the first Trustees of the Trust.

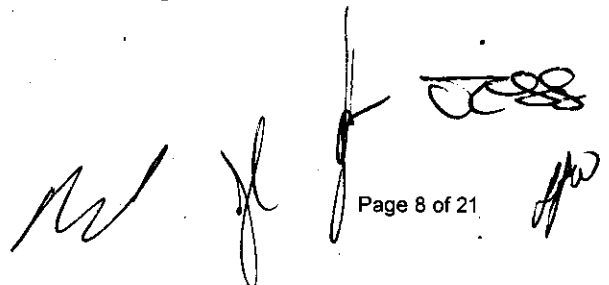
11.2 The provisions of this Deed dealing with the number, appointment, payment and cessation of office of the Trustees are set out in Schedule 4.

11.3 The provisions relating to meetings of the Trustees are set out in Schedule 5.

12. INTERESTED TRUSTEES

12.1 A conflict of interest exists for a Trustee whenever a Trustee, whether directly or indirectly, has a material interest in any contract or proposed contract for arrangement or dealing with the Trust, in which case the relevant Trustee shall disclose the nature of that interest at a meeting of the Trustees and such disclosure shall be recorded in the minutes of the meeting.

12.2 A Trustee required to disclose an interest by clause 13.1 may be counted in a quorum present at a meeting but shall not vote in respect of the matter in which the Trustee is interested (and if the Trustee does so the vote shall not be counted) provided that the Trustee may expressly be permitted to vote by a unanimous vote of the other Trustees present given after the disclosure of the interest.



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12.3 If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by the Trustee voluntarily agreeing to abstain from voting, such question shall be referred to the chairperson of the meeting and his or her ruling in relation to any such Trustee shall be final and conclusive except in the case where the nature or extent of the interests of the Trustee concerned have not been fairly disclosed.

13. EXECUTION OF DOCUMENTS

13.1 Whenever the Trustees need to sign or attest any deed, agreement or contract pursuant to a resolution of the Trustees, it will be sufficient for that deed, agreement or contract to be signed or attested by any 2 of the Trustees.

14. LIMITATION OF LIABILITY AND INDEMNITY

14.1 The Trustees are not liable for the consequence of any act or omission or for any loss unless the consequence or loss is attributable to their dishonesty or to the wilful commission by them of any act known by them to be a breach of trust or to the wilful omission by them of any act when the omission is known by them to be a breach of trust.

14.2 No Trustee is bound to take any proceedings against a co-trustee for any breach or alleged breach of trust by the co-trustee.

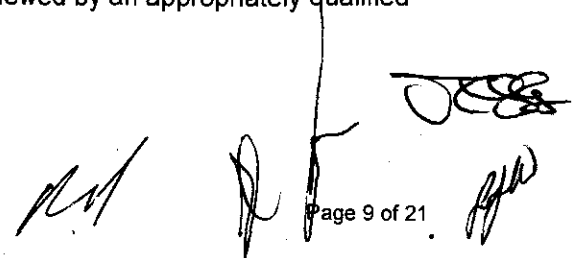
14.3 The Trustees are fully indemnified by and out of the Trust Fund for any loss or liability which they incur in the carrying out or omission of any function, duty or power of the Trustees under this Deed and in respect of any outlay or expenses incurred by them in the management and administration of the Trust unless the loss or liability is attributable to their dishonesty or to the wilful commission by them of an act known by them to be a breach of trust or to the wilful omission by them of an act when the omission is known by them to be a breach of trust. The indemnity given by this clause extends to any loss or liability which the Trustees after having ceased to act as such incur through the carrying out of any function, duty or power of the Trustees, whether the carrying out took place before, during or after the period in which a person was a Trustee.

15. ACCOUNTS, AUDIT AND REPORTING

15.1 The Trustees must ensure that proper financial records are kept for the Trust.

15.2 The financial records must present the Trust's receipts, credits, payments, assets, liabilities and all other matters necessary or appropriate in a way that shows the true state and condition of the financial affairs of the Trust. The Trust's balance date will be 30 June.

15.3 The Trustees will have the annual accounts of the Trust reviewed by an appropriately qualified person.



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- 15.4 The financial records and annual accounts will be kept at the Trustees' office or at such other place as the Trustees think fit.
- 15.5 The Trust will, within 3 months after the end of each financial year, provide an annual report on the Trust's operations during that year which (in addition to what is required under generally accepted accounting principles) must disclose matters required by law to be publicly disclosed by entities similar to the Trust.
- 15.6 The financial records and annual accounts must always be available to be inspected by the Trustees.

16. AMENDMENT OF TRUST DEED

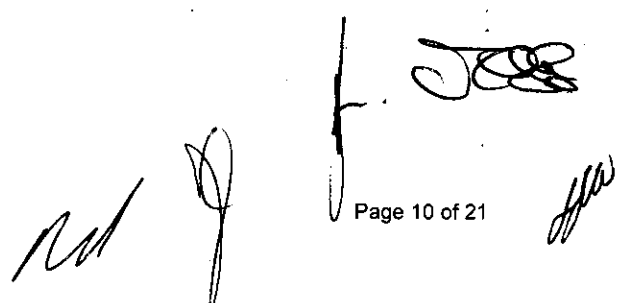
- 16.1 The Trustees may by a resolution decided by not less than two thirds majority of votes by supplemental deed make alterations or additions to the terms and provisions of this Deed provided that no such alteration shall:
- (a) Detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable;
or
 - (b) Be made to this Clause 17.1.

17. WINDING UP

- 17.1 The Trust may be wound up or dissolved by a resolution of all Trustees. The net assets of the Trust after payment of all its debts and liabilities shall be disposed of by the Trustees by vesting those assets in such manner as shall ensure the assets will be applied exclusively for purposes within New Zealand similar to the Objects, as the Trustees may by resolution determine -at or before or during the winding up - provided the Trustees have first used their best endeavours to vest the net assets exclusively for such purposes within New Zealand that are identical to the Objects.

18. GOVERNING LAW

- 18.1 The Trust will be governed by, and this Deed will be construed in accordance with, the laws of New Zealand.

The bottom of the page contains several handwritten signatures and initials. On the left, there is a signature that appears to be 'Red'. In the center, there is a signature that looks like 'J'. To the right, there is a large, stylized signature that could be 'Jesse'. Further right, there is another signature that looks like 'H'. The text 'Page 10 of 21' is printed below the 'Jesse' signature.

SCHEDULE 1

Executed as a Deed

Signed By Printed Full Name JOHN STEPHEN
Signature [Signature]
As Settlor in the presence of:
Witness Signature [Signature]
Print Full Name Eric Sloan Jorgensen

Signed By Printed Full Name Lance Weckman
Signature [Signature]
As Trustee in the presence of:
Witness Signature [Signature]
Print Full Name Eric Sloan Jorgensen

Signed By Printed Full Name Eric Sloan Jorgensen
Signature [Signature]
As Trustee in the presence of:
Witness Signature [Signature]
Print Full Name Josephine Ann Smith.

[Signature]

[Signature]

[Signature]

Signed By Printed Full Name Raymond Carl Smith
Signature [Signature]

As Trustee in the presence of:

Witness Signature [Signature]
Print Full Name Eric Sloan Jorgensen

Signed By Printed Full Name Roy Thomas Grose
Signature [Signature]

As Trustee in the presence of:

Witness Signature [Signature]
Print Full Name Eric Sloan Jorgensen

Signed By Printed Full Name _____
Signature _____

As Trustee in the presence of:

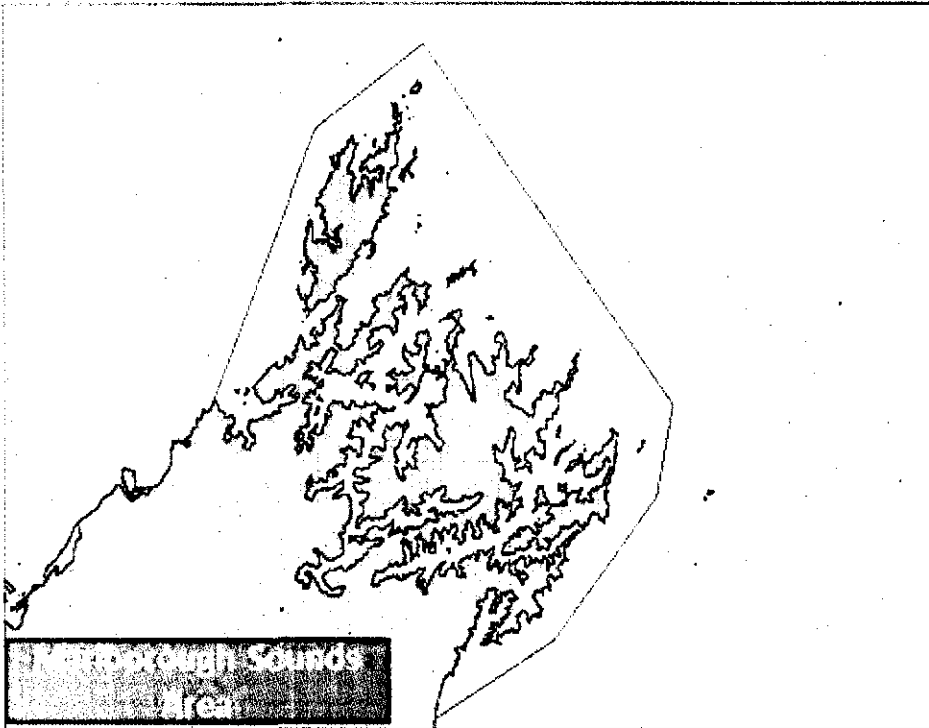
Witness Signature _____
Print Full Name _____

Signed By Printed Full Name _____
Signature _____

As Trustee in the presence of:

Witness Signature _____
Print Full Name _____

SCHEDULE 2
Marlborough Sounds Area Boundary for the Marlborough Sounds



Description of proposed Marlborough Sounds Area:

The following describes the ANAME Boundary using Charts NZ 615 & NZ 614, scale 1:100,000.

A 2nm radius from each of the following points.

- 1-- Chart NZ 614 : outer small Island "Bottle Point".
- 2-- Chart NZ 614 : exposed rock "Nile Head".
- 3-- Chart NZ 615 : "Stephens Island. Light".
- 4-- Chart NZ 615 : under water rock "Cook Rock".
- 5-- Chart NZ 615 : "The Brothers Light".
- 5-- Chart NZ 615 : "Awash Rock".
- 6-- Chart NZ 615 : "Rununder Point".

Drawing straight lines (starting land fall "Cape Soucis" Chart 614 and finishing land fall South side "Wairau Bar" Chart 615) that pass the outer edge of each 2 nm radius, where these straight lines cross the following Long/Lat positions were created.

- 1 - Cape Soucis (land fall) 41°.03.1' S x 173°.35.8' E
- 2 - Nile Head./ Bottle Point. 40°.43.35' S x 173°.47.80' E
- 3 - Stephens Island. 40°.37.20' S x 174°.00.60' E
- 4 - Cook Rock./Brothers Island. 41°.03.55' S x 174°.30.1' E
- 5 - Awash Rock. 41°.10.3' S x 174°.28.15' E
- 6 - Rununder Point. 41°.20.85' S x 174°.15.9' E
- 7 - Wairau Bar (land fall) 41°.26.4' S x 174°.01 9' E

SCHEDULE 3

Powers of Trustees

1. Interpretation

1.1 In this schedule:

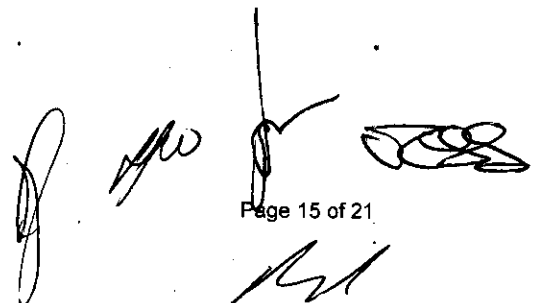
- (a) expressions or terms have the meanings given by the Trust Deed, unless the context requires otherwise; and
- (b) unless the context requires otherwise, references to clauses are to clauses of this schedule.

2. Powers of Trustees

2.1 The Trustees have power in accordance with clause 8 of the Trust Deed:

- (a) to invest the Trust Fund in accordance with policies determined by the Trustees from time to time;
- (b) to accumulate Income;
- (c) to enter into contracts for the provision of services to achieve the Objects;
- (d) to open and maintain a bank account and to decide who will be the signatories to that account;
- (e) to advertise the Trust and the Objects;
- (f) to obtain incorporation or registration of the Trust in accordance with any law from time to time in force relating to charitable trusts;
- (g) to appoint or engage or employ any person or company (including the Trustees) for any period:
 - (i) as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed;
 - (ii) as an attorney or delegate for the Trustees in New Zealand or elsewhere for all or any of the purposes of the Trust;
 - (iii) as a manager or agent for or on behalf of the Trustees in all or any matters relating to the management and the control of the Trust; or
 - (iv) as an employee of the Trustees in all or any matters relating to the Trust;
 - (v) as a member (whether paid or voluntary) of any sub-committee or group established by the Trust to carry out its objects

- i. where such appointments are made they are at the sole direction of the Trustees and may be revoked by a two thirds majority decision of the Trustees, with no right of appeal.
- (h) to act upon any opinion or advice or information obtained from a person or entity referred to in clause 2.1(g)(i);
- (i) to determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust, or to apply for directions under section 66 of the Trustees Act 1956;
- (j) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and
- (k) subject to clauses 11.1 and 11.3 of the Trust Deed, to pay from the Trust Fund any costs or expenses incurred in the course of the Trustees discharging, carrying out or exercising any of their duties and powers.



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SCHEDULE 4

Rules governing the number, appointment, payment and cessation of office of the Trustees

1. Interpretation

1.1 In this schedule:

- (a) Expressions or terms have the meanings given by the Trust Deed, unless the context requires otherwise; and
- (b) Unless the context requires otherwise, references to clauses are to clauses of this schedule.

2. Number of Trustees

- 2.1 There shall be a minimum of 4 and a maximum of 9 Trustees.

3. Appointment of Trustees

- 3.1 The original Trustees are the Trustees named in this Deed who are signatories to this Deed and they shall make up the membership of the Board. Thereafter, the Trustees shall be appointed according to Clauses 5.1, 5.2 and 5.3.
- 3.2 When a Trustee vacancy is advertised, any individual may apply for the vacant Trustee position, in writing using the prescribed application form.
- 3.3 The power to appoint new or replacement Trustees is vested in the majority of the Trustees. In exercising their power to appoint Trustees, the Trustees will be mindful of the need to provide balanced representation in the Trust in line with Clause 5.2.
- 3.4 Before an appointment of a nominated Trustee is confirmed, the nominated Trustee will affirm in writing to the Board the statement of belief.

4. Appointment of Officers

- 4.1 The Trustees will have the power to appoint their Chairperson and to determine the period for which he or she is to hold office, provided that the term of appointment of the first chairperson will be a period of two years.
- 4.2 The Trustees may appoint a Secretary (who may or may not be a Trustee) to hold office for such term as may be determined by the Trustees.
- 4.3 The Trustees may appoint a Treasurer (who may or may not be a Trustee) to hold office for such term as may be determined by the Trustees.
- 4.4 The Secretary and Treasurer may be the same person.

5. **Trustee Representation**

5.1 The Trustees must maintain a balance of knowledge and experience that ensures that a multi sector perspective is maintained by the Trust.

5.2 The Trustees will have the following mix of experience and knowledge with each area of experience and knowledge being possessed by at least one Trustee.

- Have strong networks.
- Understand the cultural connections of different groups to the Sounds, past and present.
- Understand the Sounds community/s' values.
- Able to take a systems view of things (understand/manage complex relationships).
- Have general legislative understanding.
- Be a strong communicator.
- Have a general understanding of agency processes, plans, regulations.
- Have general knowledge of the concepts of Integrated Management and eco-system management.
- Be knowledgeable about the Marlborough Sounds Area geography.
- Have credibility / mana.
- Ability to work collaboratively and leave any personal agendas at the door.
- Undertake tasks in their capacity as individuals with specific skills and knowledge, rather than on behalf of or representing any sector or stakeholder group.

5.3 The Trustees must ensure the integrity of purpose of the Trust.

5.4 The Trustees may convene any number of Working Committees made up of any number of non-Trustees. The non-Trustees will provide broad representation and perspectives of individuals, groups, communities, organisations and regulatory bodies with an interest in the sustainable use and integrated management of the Marlborough Sounds marine environment.

5.5 A Code of Conduct will apply to non-Trustees. Any breach of the Code of Conduct may see a non-Trustee removed from a Working Committee by the Trustees.

5.6 Any decisions or recommendations of a Working Committee may or may not be adopted by the Trustees.

5.7 Decisions on Trust matters are the responsibility of the Trustees.

6. **Term of Appointment**

6.1 The Trustees shall hold office until removed in accordance with Clause 9.1 or when the stand down cycle described in Clause 6.2 applies.

6.2 In the third year and every year thereafter, within a month of the Balance Date, at least one Trustee will stand down (retire). The Trustee position will be advertised and a Trustee

appointed following the procedure outlined in Clauses 3.2 to 3.4. Trustees who stand down will be eligible for re-appointment.

6.3 Trustees may reappoint any retiring or retired Trustee as a Trustee.

7. Temporary Replacement of Trustees

7.1 In the event of any Trustee ceasing to be a Trustee by virtue of Clause 9.1 herein the remaining Trustees may pending appointment of a replacement Trustee in accordance with Clause 3.2 herein appoint a temporary Trustee who until the date of the appointment of a replacement Trustee shall have all the powers of the other Trustees under and by virtue of these provisions.

8. Payment of Trustees

8.1 Fees may be payable to the Trustees and, if so, will be appropriate for entities of this type.

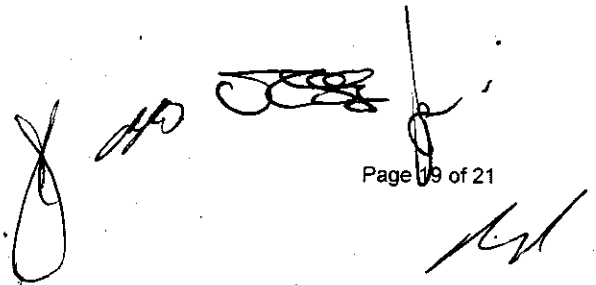
9. Cessation of Trusteeship

9.1 If any Trustee shall:

- (a) resign or retire by giving one month's written notice to the other Trustees;
- (b) die;
- (c) refuse or is unable to act in his or her capacity as a Trustee;
- (d) be a bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;
- (e) be a person who has been convicted of any offence that in the opinion of a majority of the Trustees makes his or her position as Trustee undesirable;
- (f) be a person who is disqualified from being a director of a company under section 382 of the Companies Act 1993;
- (g) be a person in respect of whom an order has been made under section 383 of the Companies Act 1993;
- (h) be a person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992;
- (i) be a person who is subject to a property order made under sections 30 or 31 of the Protection of Personal and Property Rights Act 1988;
- (j) be absent from 3 consecutive meetings without leave of absence from the chairperson;
or
- (k) be in the opinion of a two thirds cent majority of all Trustees, to be not fulfilling his or her role as a trustee or is disruptive to the governance of the Trust.

Then and in any such case the Trustee shall forthwith be removed from office as a Trustee and cease for all purposes to be a Trustee.

A Trustee will cease to be a Trustee as a result of the circumstances set out in sub-clauses 9.1(j) and (k) at the discretion of all Trustees who are not subject to any of the circumstances referred to in sub-clause 7.1.



Handwritten signatures and initials are present at the bottom right of the page. There are four distinct marks: a large looped signature on the left, a set of initials 'HP' in the middle, a scribbled-out signature on the right, and another signature below it. The page number 'Page 19 of 21' is printed below the scribbled signature.

SCHEDULE 5

Rules governing the meetings of Trustees

1. Interpretation

1.1 In this schedule:

- (a) expressions or terms have the meanings given by the Trust Deed, unless the context requires otherwise; and
- (b) unless the context requires otherwise, references to clauses are to clauses of this schedule.

2. Quorum

- 2.1 A quorum for meetings of Trustees shall be a majority in number of the Trustees.

3. Time of meetings

- 3.1 Subject to these Rules and to this Trust Deed, the Trustees shall meet and regulate their meetings as they think fit.

4. Notice of meetings

- 4.1 The Trustees shall hold meetings and at such times as they shall determine provided that any Trustee may request a meeting of the Trustees by notice in writing directed to the Secretary and at least one meeting shall be held per annum at which the audited accounts of the Trust shall be presented.

5. Decisions

- 5.1 Upon any matter to be decided or business to be transacted at any meeting of the Trustees each Trustee present shall have one vote. All endeavours will be made to reach a general consensus in decision making. If a consensus is not achievable a vote will be held where, except for votes pursuant to Clause 18 of the Deed, the number of votes required to reach any decision shall be a majority of the number of Trustees entitled to vote at the meeting and present at the meeting or represented by proxy. In the event of a tied vote the motion shall be lost. A resolution signed in writing by a majority of the Trustees shall be as valid and effectual as if it had been passed at the meeting of the Trustees duly called and constituted.
- 5.2 Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees.

6. Minutes

- 6.1 The Secretary is to keep minutes of the Trustees meetings and of all of their decisions. The minutes shall be kept in a minute book maintained by a person appointed by the Trustees.

6.2 Any minute of a meeting of the Trustees (including their decisions) purporting to be signed by the chairperson of the meeting or of the next meeting shall be prima facie evidence of the matters referred to in such minute having been authorised done or passed by the Trustees. The decisions recorded in the minutes will be read in conjunction with the Trust Deed and will be binding on all persons interested in the Trust.

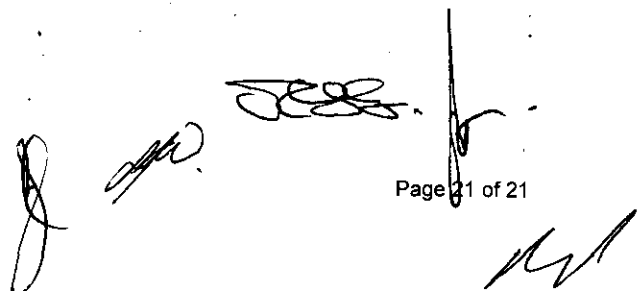
7. **Adjournment**

7.1 If a quorum is not present within 20 minutes after the time appointed for any meeting, the chairperson of the meeting may adjourn the meeting to another time.

7.2 Any meeting may be adjourned if the Trustees present so resolve.

8. **Interested Trustees and conflict of interest**

8.1 Clauses 13.1 to 13.3 of the Trust Deed govern the instances and consequences of a Trustee for whom a conflict of interest exists. When there is a conflict of interest, clauses 2 to 8 of these Rules shall be deemed to have been varied to the extent required by clauses 13.1 to 13.3 of the Trust Deed.



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