

DEED OF LEASE
STODDART COTTAGE

883555
LO 11087

THIS DEED made the day of 1999

LESSOR **BANKS PENINSULA DISTRICT COUNCIL**

LESSEE **THE STODDART COTTAGE TRUST** who for the time being are:

James Hugh Bryse
Diana Christina Hosted
John Rutherford Mills
John Grafton Riminton
Howard Raymond Williams
Anthony Spencer Lester

SPECIFIED PURPOSE: Lease of Stoddarts Cottage for the housing and exhibition of historical artefacts and the development and promotion of the cottage as an historical site.

LEASED LAND: Being Part Lot 5 Deposited Plan 14050 outlined in red on the attached plan.

TERM Twenty years less one day

COMMENCEMENT DATE

ANNUAL RENTAL One Dollar per annum due on the 1st day of April in each year

IN CONSIDERATION of the rent hereby reserved and of the covenants, conditions and agreements set out in this Deed **THE LESSOR LEASES** the leased land **UNTO THE LESSEE** for the specified purpose for the term set out herein.

1.0 LESSEE'S COVENANTS

1.1 Payment of Rental etc

The Lessee shall pay unto the Lessor the rent hereinbefore reserved at the times and in the manner prescribed, free of exchange and all other deductions, such rent and other payments to be made pursuant to this Deed of Lease to be made to the Lessor at the Lessor's office at Lyttelton

1.2 Payment of Outgoings

The Lessor shall be responsible for the payment of all insurance, rates, taxes and assessments payable in respect of the leased land, if any.

The Lessee shall upon demand being made by the Lessor immediately pay and discharge the following outgoings:

- all charges or levies for electricity, telephones and other utilities or services supplied to or used on the leased land.

1.3 Use and Maintenance of Leased Land and Stoddarts Cottage

1.3.1 The Lessee shall at all times during the term of the Lease use and maintain the leased land and Stoddarts Cottage for the specified purpose and for such other activities as may be approved pursuant to the provisions of this Lease. If at any time the Lessor is of the opinion that the leased land and Stoddarts Cottage is not being used or is not being sufficiently used for that permitted purpose or those permitted purposes, the Lessor after making such enquiries as the Lessor thinks fit, and giving the Lessee an opportunity of explaining the usage of the leased land and Stoddarts Cottage and if satisfied that the leased land and Stoddarts Cottage is not being used or is not being sufficiently used for the specified purpose or purposes, may terminate the lease on such terms as the Lessor thinks fit.

1.3.2 If the Trust from time to time wish to use the premises for purposes other than that of housing and exhibiting historic artefacts and the development and promotion of the cottage as an historical site, it may do so only with the written consent of the General Manager of the Banks Peninsula District Council or his authorised officer such consent shall not unreasonably be withheld.

1.4 Lessee's Supervision of Leased Land

1.4.1 The Lessee shall at its own cost provide all necessary workmen and caretakers to maintain supervise and control the leased land and Stoddarts Cottage;

1.4.2 The caretaker may refuse to admit to the leased land or may remove from the same, any person:

- i who is a disorderly or disreputable person;

- ii who by reason of intoxication or other reason is not in a fit and proper condition to use the leased land;
- iii who is not properly or decently attired and clean in person;
- iv who behaves in an indecent or disorderly manner or who annoys or is offensive to any other person using the leased land;
- v who acts contrary to any of the rules for the conduct of persons using the leased land PROVIDED HOWEVER that any omission or failure to observe any such rule if made in good faith and if any such person so offending complies with such rule upon his attention being drawn to it, shall not be deemed to be a reason for his removal or expulsion;
- vi who fails or refuses to comply with any lawful request of the caretaker given for the purpose of enforcing the rules or of preserving the proper management and preservation of the leased land and the comfort and convenience of the persons using the same;
- vii who wilfully damages or destroys any property of the Lessor or Lessee.

1.4.3 Throughout this lease the term "caretaker" shall be deemed to mean and include any person for the time being appointed by the Lessee to supervise and control the use of the leased land by persons using the same.

1.5 Buildings and Erection of building

- 1.5.1 The Lessee shall not erect any new buildings or execute any new works on the leased land and Stoddarts Cottage without the consent in writing of the Lessor first had and obtained, and no building except as herein provided shall be erected on the leased land.
- 1.5.2 Any new buildings, new works or alterations permitted in terms of this Lease shall be located on the leased land in such a place as approved in writing by the Lessor, and shall be of a design satisfactory to the Lessor and the Historic Places Trust, and such of the leased land as surrounds the new buildings, alterations or works shall be landscaped to the satisfaction of the Lessor.
- 1.5.3 The construction of any buildings, alterations or similar works by the Lessee on the leased land shall not give the Lessee any greater use of the leased land than was previously available to it.
- 1.5.4 The Lessee shall indemnify the Lessor against all or any claim, injury, damage or loss to any property which may arise during the construction, erection or operation of any authorised building or works including permitted alterations maintenance and additions thereto and shall further indemnify the Lessor against all or any claim, injury, damage or loss to any property which may arise during the said term.

1.5.5 The Lessee and the Lessor acknowledge that the buildings situated on the leased land at the date of commencement of this Lease are vested in Banks Peninsula District Council

1.6 Signs

The Lessee, with the written consent of the Lessor, may erect signage on and around the premises. Such consent shall not be withheld unreasonably.

Any such signs must comply with the requirements of the Banks Peninsula District Plan.

1.7 Fencing

The premises which are the subject of this Lease are to be adequately fenced to the satisfaction of the Lessor, but so that at all times the Lessor shall have access to any area of land adjacent to the leased land for the purposes of maintenance of the aforesaid adjacent land and public thoroughfare.

1.8 Maintenance

The Lessee shall maintain all buildings on the leased land whether the property of the Lessor or the Lessee in good order and condition externally and internally, to the satisfaction of the Lessor and in accordance with any conservation plan that may have been prepared for the Stoddarts Cottage and agreed between the parties.

1.9 Removal of trees

The Lessee shall not remove any trees on the leased land without the prior approval of the Lessor, unless the removal of such trees is necessary for the safety of persons using the leased land, and the property.

1.10 Noxious Plants

The Lessee shall to the satisfaction of the Lessor, clear and keep clear the leased land from gorse, broom, sweetbriar and other noxious plants, and from rabbits and vermin, and in particular will duly and fully comply with the provisions of the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967 and all amendments thereto and will comply with all notices or demands lawfully given or made by any person in pursuance thereof, PROVIDED that if there is any breach of this covenant, the lessor may do any work necessary to remedy the breach and charge the Lessee the reasonable cost of such work.

1.11 Fences, Hedges, etc

The Lessee will throughout the term of the Lease to the satisfaction of the Lessor, cut and trim all live fences and hedges upon the leased land, and keep clean and clear from weeds, and keep open all creeks, drains, ditches and water courses including those which may be constructed after the commencement of the term of this Lease PROVIDED that if there is any breach of this covenant, the Lessor may do any work necessary to remedy the breach and charge the Lessee the reasonable cost of the work.

1.12 Assignment, Sublease, etc

The Lessee shall not assign, sublet, transfer or part with the possession of the leased land or any part or parts thereof, or any building upon the leased land, without the consent in writing of the Lessor first had and obtained, but such consent shall not be unreasonably or arbitrarily withheld in the case of a solvent and respectable assignee where it is established to the reasonable satisfaction of the Lessor that the leased land will be used for the specified purpose.

1.13 Rubbish/Fires etc

The Lessee shall be responsible for the disposal of all rubbish from the leased land.

1.14 No Offensive Activity

The Lessee shall not carry on nor permit to be carried on any noisome noise or offensive act, trade, business, occupation or calling upon the leased land, and will refrain from causing any noise or other disturbance likely to disturb adjoining occupiers of land whether belonging to the lessor or not,

1.15 Insurance of Buildings

The Lessor will insure for indemnity purposes only within the meaning ascribed to those words in the Fourth Schedule to the Land Transfer Act 1952, all buildings and improvements on the leased land. PROVIDED HOWEVER that if the Lessor determines that any destroyed or damaged buildings owned by the Lessor are not to be repaired, reinstated or re-erected, the Lessee shall forthwith remove the damaged or destroyed building or buildings or the remains thereof and shall forthwith restore the area to the satisfaction of the Lessor and that in such event the cost of removing damaged or destroyed buildings and restoring the area shall be paid from the proceeds of the insurance as aforesaid and the balance shall be paid to the lessee or other persons entitled to the same.

1.16 No Injury to Land Surface

The Lessee shall not use or remove any mineral of whatsoever nature or description on or under the leased land or otherwise injure the surface, except where necessary for permitted buildings, development and maintenance of the leased land, without the consent in writing of the lessor.

1.17 Cultivation

The Lessee shall not plough, dig, crop or otherwise carry out any farming activity on any portion of the leased land without having first obtained the consent in writing from the Lessor.

1.18 Indemnity

The Lessee shall indemnify the Lessor against all damage or loss resulting from any act or omission on the part of the Lessee or the Lessee's members, agents, employees, contractors or invitees. The Lessee shall recompense the Lessor for all expenses incurred by the Lessor in making good any damage to the leased land resulting from any such act or omission.

1.19 Compliance with Statutes

The Lessee shall comply with the provisions of all statutes, ordinances, regulations and bylaws in any way relating to or affecting the leased land or the use thereof by the Lessee or its invitees and will also comply with the provisions of all licences, requisitions and notices issued, made or given by any competent authority in respect of the leased land or its use by the Lessee.

1.20 Costs, Expenses

The Lessee shall pay the costs of and incidental to the preparation of this Lease and any variation or renewal or any Deed recording a rent review, and the stamp duty payable. If the Lessee defaults, the Lessee will pay the Lessor's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights, remedies and powers under this Lease.

1.21 The Lessee acknowledges that the Stoddarts Cottage has a Category I classification on the Register of Historic Places and any successive document. The Lessee takes full responsibility for any compliance, obligation or reporting that may be necessary under the Historic Places Act 1993.

2.0 MUTUAL COVENANTS

2.1 Rules

The Lessee may make such rules for the management and control of the leased land and the conduct of persons using the same as may be proper and necessary, but before coming into force such rules shall be submitted to and approved by the Lessor in writing, and if any dispute shall arise between the Lessee and the Lessor as to the propriety of any rules such dispute shall be referred to the nominee of the President for the time being of the Canterbury District Law Society whose decision shall be final and binding on both parties. All such rules when so approved and adopted shall be printed and posted up in some conspicuous place within the enclosed premises on the leased land for the information and guidance for all persons using the leased land.

2.2 Inspection

The Lessor or its agents, servants and invitees may at all reasonable times (and shall during the last three (3) months of the term of the Lease prior to its final expiry of term) enter upon the leased land to view its condition. If the Lessor shall give to the Lessee written notice of any requirement of repair, the Lessee shall with all reasonable speed so comply.

2.3 Termination for Default

If:

- 2.3.1 the rent hereby reserved or any part thereof shall be in arrears or unpaid on any day on which the same ought to be paid and shall remain unpaid for thirty (30) days thereafter, whether the same shall be lawfully demanded or not, or
- 2.3.2 default is made by the Lessee in the full and faithful performance and observance of any of the covenants, conditions and restrictions contained in this Lease, or
- 2.3.3 the Lessee shall be wound up or go into voluntary liquidation (other than for the purposes of reconstruction) or enter into any composition with or assignment for the benefit of its creditors or cease to function, or
- 2.3.4 the Lessor is ~~not~~ satisfied that the Leased Land is not being used or is not being used sufficiently for the specified purpose as set out in clause 1.3 above)

then in any such case it shall be lawful for the Lessor forthwith without suit, notice or demand to enter into and upon the leased land or any part thereof in the name of the whole and determine this Lease but without discharging the Lessee for liability for rent due or accruing due or from any previous breach of the covenants and conditions or agreements herein contained or applied.

2.4 Reversion of Improvements:

If on the expiry or sooner determination of this Lease, the Lessor determines that the leased land should not again be leased, the Lessee may with the consent of the Lessor remove within such time as the Lessor shall determine such improvements as were effected by the Lessee on the leased land, and the Lessee shall leave the leased land in a clean and tidy state to the satisfaction of the Lessor. Improvements not so removed within one month of the expiry or sooner determination of this Lease shall become shall be the property of the Lessor and the Lessee shall not be entitled to compensation therefor.

2.5 Damage by Fire:

If any improvements are destroyed by earthquake, fire or tempest and in the opinion of the Lessor are no longer required by or usable by the Lessee then the Lessee must remove such improvements from the leased land and this Lease shall thereupon cease, but this shall not relieve the Lessee from liability in respect of any antecedent breach of these presents.

2.6 No Acquisition of Interest in Leased land:

The lessee shall have no right of acquiring or purchasing the fee simple estate of the leased land.

2.7 Delegation of powers

All powers, rights and authorities vested in the Lessor by this Lease may be exercised and enforced for and on behalf of the Lessor by any person authorised in that behalf by the Lessor.

2.8 Notices

Subject to the provisions of the Property Law Act 1952, any notice to be given to the Lessor or Lessee shall be deemed sufficiently served if sent by post and delivery is confirmed to the addressee's last known address in New Zealand, and any notice so posted shall be deemed to have been served on the day following the posting thereof.

2.9 Reserves Act 1977/Local Government Act 1974

This Lease is intended to take effect as a Lease of Historic Reserve under Section 58A (4)(b) of the Reserves Act 1977, and the provisions of that Act and of the regulations made thereunder applicable to such a Lease shall be binding in all respects upon the parties hereto and the same manner as if such provisions had been fully set out herein.

The lease is granted by the Lessor under Section 601 of the Local Government Act.

2.10 No waiver

No waiver or failure by the Lessor in respect of any breach by the lessee, shall operate as a waiver of another breach.

2.11 Arbitration

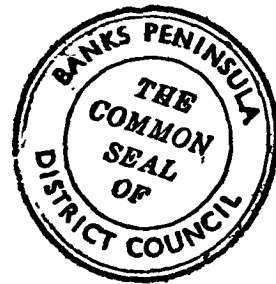
In case any dispute or difference shall arise between the Lessor and the Lessee touching the construction of this Lease or as to any matter or thing arising thereunder, such dispute or difference shall be decided according to the decision of a single arbitrator or in case the parties hereto cannot agree upon one, shall be referred to two arbitrators, one to be appointed by the Lessor and the other by the Lessee, and an umpire to be selected by the two arbitrators before entering upon a consideration of the reference, and the reference of such dispute shall be a submission to arbitration within the meaning of the Arbitration Act 1908, and the costs of arbitration hereunder shall be paid by the unsuccessful party to such dispute.

2.12 Interpretation

In this Lease:

THE LESSEE DOES HEREBY ACCEPT this Lease of the above described leased land, to be held by it as Lessee, and subject to the conditions, restrictions and covenants above set forth.

THE COMMON SEAL of)
BANKS PENINSULA DISTRICT)
COUNCIL as Lessor was hereunto)
Affixed in the presence of:-



[Signature] Mayor

[Signature] General Manager

EXECUTED by)
JAMES HUGH BRYSE as Trustee)
in the presence of:-)

[Signature]
Chairman

EXECUTED by)
DIANA CHRISTINE HOSTED as Trustee)
in the presence of:-)



EXECUTED by)
JOHN RUTHERFORD MILLS as Trustee)
in the presence of:-)

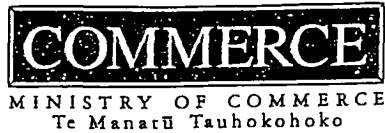
EXECUTED by)
JOHN GRAFTON RIMINTON as Trustee)
in the presence of:-)

[Signature]
Secretary

EXECUTED by)
HOWARD RAYMOND WILLIAMS as Trustee)
in the presence of:-)

EXECUTED by)
ANTHONY SPENCER LESTER as Trustee)
in the presence of:-)

Return to Registrar of Incorporated Societies



CERTIFICATE OF INCORPORATION

of

THE STODDART COTTAGE TRUST
(CH/930856)

This is to certify that **THE STODDART COTTAGE TRUST** was incorporated under the Charitable Trusts Act 1957 on the 16th day of November 1998.

Neville Harris

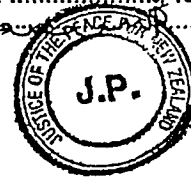
Neville Harris
Registrar of Incorporated Societies
17 November 1998



"A"

R. J. F. BARNETT, JP
18 NGATEA ROAD
DIAMOND HARBOUR
RETIRED FARMER

This is the document marked "A" referred to in
the annexed declaration of THE STODDART COTTAGE
..... made at Christchurch this day of 1998
before me
COTTAGE TRUST



The Stoddart Cottage Trust

THIS DEED is made the 30th day of October 1998

BETWEEN

James Hugh Bryse of 52 Marine Drive Diamond Harbour
Diana Christine Hosted of 16 Hunters Road, Church Bay
John Rutherford Mills of Church Farm Gebbies Valley Motukarara
John Grafton Riminton of 14 James Drive Church Bay
Howard Raymond Williams of Port Levy RD 2 Diamond Harbour
Anthony Spencer Lester of 4 Marama Terrace Diamond Harbour

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 2 of this Deed, and
- B. The assets of the unincorporated organisation known as "The Friends of Stoddarts Cottage" will become the assets of the Trust.
- C. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

NOW THIS DEED WITNESSES that the Constitution and Rules of the Trust are as follows:

1 NAME:

The name of the Trust will be "THE STODDART COTTAGE TRUST" in this deed called 'the Trust'.

2. PURPOSE

The purpose of the Trust will be to administer, maintain and develop the property known as Stoddart Cottage and the surrounding garden, and to provide other support and assistance consistent with this charitable purpose.

3. ACTIVITIES LIMITED TO NEW ZEALAND

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

Handwritten signatures of the parties to the deed, including the notary J.P. and several individuals.

4. LOCATION AND OWNERSHIP

- 4.1 The property is situated at Diamond Harbour between Purau Avenue and the Sports Ground. The property boundary is marked by fencing.
- 4.2 The property is, and shall remain, in the ownership of the Banks Peninsula District Council (or its successor) until altered by a Council decision.

5. OFFICE

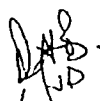
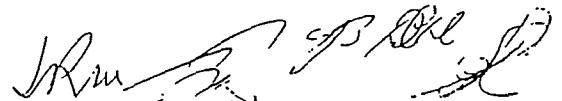
The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

6. THE BOARD OF TRUSTEES

- 6.1 The name of the Board will be "THE STODDART COTTAGE TRUST"
- 6.2 The Board will comprise of no less the 5 (five) and no more than 10 (ten) Trustees, one of whom shall be nominated by the Banks Peninsula District Council (or its successor) for as long as the Council retains ownership of the cottage, and one of whom shall be nominated by the Diamond Harbour Community Association Inc: (or its successor).
- 6.3 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 them selves or from non-Trust members. Such appointments of these Office Bearers will be made 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.
- 6.4 A person will immediately cease to be a Trustee when he or she 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.
- 6.5 The Board will have the power to fill any vacancy that arises in the Board or of Office Bearers positions, or to appoint any additional trustees subject to clause 6.2.
- 6.6 The Board may continue to act notwithstanding any vacancy, but if their number is reduced below minimum number of trustees as stated in clause 6.2 in this Deed, the continuing trustees may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.

7. EXPULSION OF TRUSTEES:

- 7.1 Any person or Organisation may make a complaint to the Board that the conduct of a member of the Board is, or has been, injurious to the character of the Trust. Every such complaint will be in writing and addressed to the Secretary.

- 7.2 If the Board, by a majority vote, considers that there is sufficient substance in the complaint, it may invite the member to offer an explanation of his or her conduct.
- 7.3 If the Board decides to proceed it will give the member at least 14 (fourteen) days written notice of a meeting. The notice will:-
- 7.3.1 Inform the member that the Board is not satisfied with the members explanation, consequently the Board may expel the member from the Trust Board.
- 7.3.2 Advise the member that he or she may invite a friend or family member to accompany the member to such a meeting.
- 7.4 If in the meeting the Board decides to expel the member from the Trust Board the member will cease to be a Trustee immediately.
- 7.5 A member expelled by the Trust may within 14 (fourteen) days give written notice of appeal to the Secretary. The Secretary will then call a Special Meeting of the Board to take place within 28 (twenty-eight) days of receipt of the notice of appeal, to reconsider its decision. If that meeting passes a resolution to rescind the expulsion the member will be reinstated immediately.

8. MEETINGS OF THE BOARD

- 8.1. The procedure for Board meetings will be as follows:
- 8.1.1 A quorum will be at least half of its members.
- 8.1.2 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 any office of the Trust which she or he holds.
- 8.1.3 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.
- 8.1.4 If the voting is tied, the Chairperson may exercise a second and casting vote.
- 8.1.5 Each meeting will be chaired by the Chairperson of the Trust. In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.
- 8.2 The Board will meet at least 4 (four) times every year. The Secretary will ensure that all members of the Board are notified of the meeting, either verbally or in writing.

8.3 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 names of those present ;

7.3.2 all decisions which are required by this Deed or by law to be made by the Board of Trustees; and

7.3.3 the financial position of the Trust at the time of the meeting.

7.3.4 any other matters discussed at the meeting.

9. 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:

9.1 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 Contracts Act 1991 or any subsequent enactment;

9.2 to purchase, 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 or lease, or in any other manner, dispose of any property, rights or privileges to the benefit of the purpose of the Board.

9.3 Subject to the approval of the Banks Peninsula District Council (or its successor), the Trust may lease all or part of the cottage. Any rewards arising from such an arrangement must be used in the charitable purpose of the Trust.

9.4 to carry on any business;

9.5 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;

9.6 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.

9.7 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.

9.8 the Board will have the right to establish a subscribing membership of the Trust.

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

- 10.1 Any income, benefit or advantage will be applied to the charitable purpose of the Trust.
- 10.2 No Trustee or member of the Trust, or any person associated with a Trustee or member shall participate in or materially influence any decision made by the Trustees in respect of any payment to or on behalf of that Trustees or member or associated person of an income, benefit or advantage whatsoever.
- Any such income paid shall be reasonable and relative to that which would be paid in a normal transaction. (being open market value).
- 10.3 The provision and effect of this clause shall not be removed from this Deed and shall be implied into any document replacing this Deed of Trust.

11. POWER TO DELEGATE

- 11.1 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.
- 11.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the charitable terms of the Trust and any terms or conditions of the delegation set by the Board.
- 11.3 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.
- 11.4 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.

12. FINANCIAL ARRANGEMENTS

- 12.1 The financial year of the Trust will be from 1 April to 31 March in the following year.
- 12.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following:
- 12.2.1 how money will be received by the Trust;
- 12.2.2 who will be entitled to produce receipts;
- 12.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

12.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories,

12.2.5 the policy concerning the investment of money by the Trust, including what type of investment will be permitted.

12.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust including what type of investment will be permitted.

12.4 The Board will, as soon as practicable after the end of the financial year of the Trust, arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose. The audited accounts will be made available to the public.

13. COMMON SEAL

13.1 The Common Seal of the Trust will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.

13.2 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by the Chairperson and one other person appointed by the Board.

14. ALTERATION OF RULES

14.1 The Trustees may, by consensus or pursuant to a motion decided by a two-thirds (2/3rd) 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:

14.1.1 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

14.1.2 be made to the Purpose Clause (2), the Activities Limited to New Zealand Clause (3), the Pecuniary Interests Clause (10) or the Disposition of Surplus Assets Clause (16) unless it is first approved in writing by the Department of Inland Revenue.

15. MEDIATION & ARBITRATION

15.1 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 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

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[Handwritten signatures]

- with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 15.2 The mediation shall be terminated by-
- 15.2.1 The signing of a settlement agreement by the parties; or
 - 15.2.2 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
 - 15.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or
 - 15.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.
- 15.3 If the mediation should be terminated as provided in (b),(c) or (d), 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.

16. DISPOSITION OF SURPLUS ASSETS

- 16.1 The Board may be wound up if at a general meeting of Board members, it passes a resolution to wind up the trust and that resolution is confirmed at a subsequent general meeting of members (if such membership exists) called for that purpose and held not less than twenty eight (28) days and not more than forty two (42) days after the Board's resolution.
- 16.2 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 disposed of for charitable purposes, within New Zealand as the members of the Trust will decide at the meeting of the Trust as required by clause 16.1.. If the Trust is unable to make such a decision, the remaining 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.

Handwritten signatures and initials at the bottom of the page, including what appears to be 'AS', 'John', and '95'.

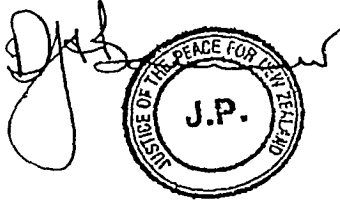
IN WITNESS OF WHICH this Deed has been executed the day and year first written in this Deed.

SIGNED by the above named

James Hugh Bryse

James Hugh Bryse

in the presence of:



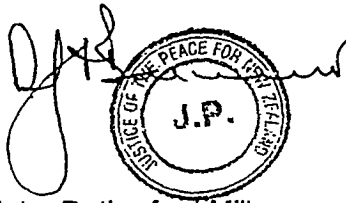
R. J. F. BARNETT, J.P.
18 NGATEA ROAD
DIAMOND HARBOUR
RETIRED FARMER

SIGNED by the above named

Diana Christine Hosted

Diana Christine Hosted

in the presence of:



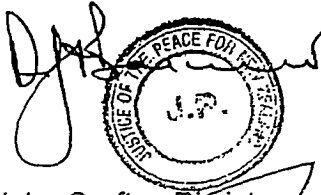
R. J. F. BARNETT, J.P.
18 NGATEA ROAD
DIAMOND HARBOUR
RETIRED FARMER

SIGNED by the above named

John Rutherford Mills

John Rutherford Mills

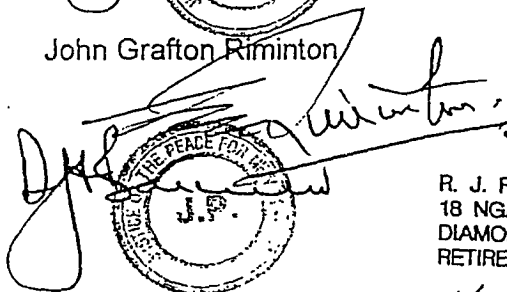
in the presence of:



R. J. F. BARNETT, J.P.
18 NGATEA ROAD
DIAMOND HARBOUR
RETIRED FARMER

SIGNED by the above named

John Grafton Riminton



R. J. F. BARNETT, J.P.
18 NGATEA ROAD
DIAMOND HARBOUR
RETIRED FARMER

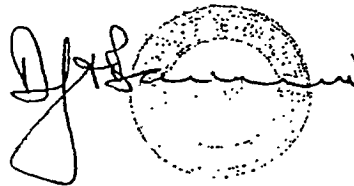
in the presence of:

SIGNED by the above named

Howard Raymond Williams

Howard Raymond Williams

in the presence of:



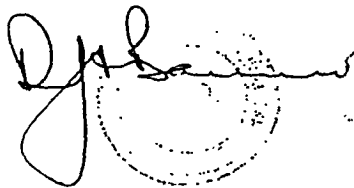
R. J. F. BARNETT, J.P.
18 NGATEA ROAD
DIAMOND HARBOUR
RETIRED FARMER

SIGNED by the above named

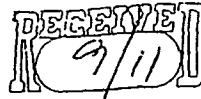
Anthony Spencer Lester

Anthony Spencer Lester

in the presence of:



R. J. F. BARNETT, J.P.
18 NGATEA ROAD
DIAMOND HARBOUR
RETIRED FARMER



THE CHARITABLE TRUSTS ACT 1957
APPLICATION FOR INCORPORATION OF TRUSTEES AS A BOARD

- 1. We are the trustees of The Stoddart Cottage Trust. The Trust hereby applies to be incorporated as a Board under the provisions of the Charitable Trusts Act 1957.
2. We desire the name of the Board to be The Stoddart Cottage Trust.
3. The registered office of the Board is to be Diamond Harbour
4. There is no society for which the trustees under this application act.
5. The following documents are attached to this application:

(a) a copy of the Deed made between us and dated the 30th day of OCTOBER 1998.

(b) Statutory declaration made by ANTHONY S. LESTER the 30th day of OCTOBER 1998.

DATED this 30th day of OCTOBER 1998.

Table with 5 columns: Name, Address, Description, Signature, Witness. Rows include James Hugh Bryse, Diana Christine Hosted, John Rutherford Mills, John Grafton Riminton, Howard Raymond Williams, and Anthony Spencer Lester.

Details of witness/es: full name RICHARD JAMES FULTON BARNETT

address 18, NGATEA ROAD, DIAMOND HARBOUR, N.D.I.R.D. KYTKELTON

description RETIRED FARMER



R. J. F. BARNETT, J.P. 18 NGATEA ROAD, DIAMOND HARBOUR, RETIRED FARMER