

**LARA MOERANGI NORTHCROFT**

**SHARON LEA FLEET**

**KIRI ANGELINE JARDEN**

**MICHAEL JOSEPH BRENT JONATHAN**

**CHRISTOPHER REX HEYWOOD**

**GRAEME ROBERT SIMPSON**

**A N D**

**KOBUS SCHOEMAN**

**(The Trustees)**

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**DEED OF TRUST ESTABLISHING  
THE FILM CENTRAL NORTH ISLAND TRUST**

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THIS DEED is made on

2009

**PARTIES:**

**LARA MOERANGI NORTHCROFT**, Producer, **SHARON LEA FLEET**, Company Director, **KIRI ANGELINE JARDEN**, Arts Advisor, **MICHAEL JOSEPH BRENT JONATHAN**, Director/Producer, **CHRISTOPHER REX HEYWOOD**, Project Manager, **GRAEME ROBERT SIMPSON**, Producer, and **KOBUS SCHOEMAN**, Creative Writing and Journalism Co-ordinator, all of Rotorua ("**the Trustees**")

**RECITALS**

- A. The Trustees wish to establish a trust for the charitable purposes set out in this deed.
- B. The Trustees hold the sum of ten dollars upon the trusts and with and subject to the powers and discretions set out in this deed.
- C. It is anticipated that further property may from time to time be acquired by the Trustees for the purposes of the Trust.

**OPERATIVE PROVISIONS**

**1. NAME OF TRUST**

- 1.1 The Trust created by this deed shall be known as the "**FILM CENTRAL NORTH ISLAND TRUST**".

**2. DEFINITIONS AND INTERPRETATION**

- 2.1 Definitions: In this deed, unless the context otherwise requires:

**"charitable purposes"** means every purpose within New Zealand which in accordance with the law of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose beneficial to the community, and shall include any trust established solely and exclusively for charitable purposes.

**"company"** includes a corporation or other body corporate and a body of persons (whether incorporated or not).

<b>"person"</b>	and words importing a person or persons include a company, firm, organisation or trust and any state, government or governmental agency.
<b>"property"</b>	means any real or personal property of any kind or nature and includes any right or interest therein.
<b>"Trust"</b>	means the trust created by this deed.
<b>"Trustees"</b>	means the trustees for the time being of the Trust, whether original, additional or substituted.
<b>"Trust Fund"</b>	means the sum of ten dollars referred to in the introduction to this deed and any further property which may in the future be acquired or held by the Trustees for the purposes of the Trust and includes the income received from such property.

2.2 Interpretation: In this deed:

- (a) except as otherwise expressly provided by this deed the powers or discretions as to the administration of the Trust or as to the distribution of the income or capital of the Trust Fund vested in the Trustee by any clause shall not in any way be limited or restricted by the interpretation of any other clause;
- (b) unless the context otherwise requires:
  - (i) words importing the singular include the plural and vice versa;
  - (ii) words importing one gender include the other genders;
  - (iii) words denoting natural persons include companies;
  - (iv) reference to a statute shall be deemed to be references to that statute as from time to time amended or re-enacted or substituted.
- (c) headings have been inserted for guidance only and shall not be deemed to form part of this deed.
- (d) the deed shall be interpreted as always speaking, the present tense always being applied to circumstances as they arise.

### **3. DECLARATION OF TRUST**

- 3.1 The Trustees declare and acknowledge that the Trustees hold the Trust Fund upon the trusts and with and subject to the powers and discretions contained or implied in this deed.

### **4. CHARITABLE PURPOSES**

- 4.1 Purposes: The Trustees shall hold the Trust fund upon trust to pay or apply in New Zealand only, the income and the capital of the Trust Fund to, and for, all such exclusively charitable purposes in such amounts, at such times, and subject to such terms and conditions as the Trustees may decide. Without derogating from the generality of the Trustees' power to pay or apply funds for charitable purposes, it is hereby recorded that the primary charitable purposes shall be:
- (a) To encourage and facilitate artistic achievement in the greater Central North Island region screen production industry, by improving and developing the skill of, and opportunities for, people within the Central North Island region, for the general benefit of the public within the Central North Island region. The greater Central North Island region that is encompassed by the Trust is contained at Schedule 1 of this Deed.
  - (b) To collaborate with any regional film office in New Zealand and the Film New Zealand trust to coordinate activities.
  - (c) To increase the opportunity for residents of the greater Central North Island region to be involved in screen production, and to be engaged in work related to screen production, and to maximise employment and enterprise opportunities for New Zealand individuals and organisations provided that this object so for the promotion of the public benefit and any benefit to private individuals or organisations is merely incidental.
  - (d) In every case, ensure there is close co-operation with the New Zealand Government, through Film New Zealand or any other relevant agencies, and the New Zealand screen production industry, for the general benefit of the Central North Island public.
  - (e) To facilitate the dispersal of international training and the transfer of knowledge to the film community of the Central North Island region.

## **5. POWERS AND DISCRETIONS OF TRUSTEES**

- 5.1 Control: The business and affairs of the Trust shall be controlled, managed and administered by the Trustees in such manner as the Trustees may decide.
- 5.2 Powers: To achieve the objects of the Trust the Trustee shall have in the management and administration of the Trust and investment of the Trust Fund all the rights, power and privileges of a natural person.
- 5.3 Exercise of Discretion: Except as otherwise expressly provided by this deed, the Trustees may exercise all powers and discretions vested in the Trustees by this deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide.
- 5.4 Investment Discretion: In exercising their powers of investment the Trustees may acquire any property, or retain or deal with any property which from time to time comprises the whole or part of the Trust Fund in the exercise of any of the powers and discretions vested in the Trustees by law or by this deed. Any act or omission by the Trustees in the exercise of any of those powers and discretions may be contrary to the principles governing the investment of trust funds set out in the Trustee Amendment Act 1988, this clause being a "contrary intention" in the terms of Section 13D of that Act.

## **6. APPLICATION OF TRUST FUND**

- 6.1 The Trustees may in any year:
- (a) use or apply, or decide not to use or apply, all or any of the income of the Trust Fund for all or any of the purposes of the Trust;
  - (b) use or apply any capital of the Trust Fund for all or any of the purposes of the Trust without first using or applying all or any of the income of the Trust Fund for that year;
  - (c) set aside reserves or accumulations for future use or application.

## **7. RESETTLEMENT OF TRUST FUND**

- 7.1 The Trustees may at any time settle by deed all or any part of the Trust Fund upon the trustees of any trust the objects of which are within New Zealand and are wholly charitable, and which is not established for the private pecuniary benefit of any individual.

## **8. TRUSTEES**

- 8.1 Number of Trustees: the number of Trustees shall not be less than three or more than ten. If at any time a vacancy reduces the number below two the vacancy shall be filled as soon as is practicable in accordance with the provisions of this deed.
- 8.2 Signatories to be first Trustees: The persons named in this deed as Trustees are the first Trustees of the Trust.
- 8.3 Appointment of Trustee: The power of appointment of new or additional Trustees is vested in Trustees and shall be exercisable by deed. The Trustees shall be entitled to appoint or remove Trustees at any time by a majority of not less than seventy percent (70%) of the trustees.
- 8.4 The Trustees shall elect a Chairperson of the Trust.
- 8.5 Term of Office: The term of office for each Trustee shall be for a maximum of term of three years but will be eligible to serve a further three year term if re-elected. No Trustee shall hold office for more than two consecutive terms, unless unanimously agreed by the Trustees to the contrary.
- 8.6 Cessation of Office:
- (a) A Trustee shall cease to be a Trustee if that Trustee:
    - (i) resigns as a Trustee by giving notice in writing to the Trust; or
    - (ii) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance; or
    - (iii) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
    - (iv) becomes bankrupt; or
    - (v) dies.
  - (b) A Trustee to whom sub-paragraphs (ii) or (iii) apply shall cease to hold office upon the passing by the other Trustees of a resolution to that effect.

- (c) A Trustee who ceases to hold office in accordance with the provisions of this clause shall cease to be a Trustee of the Trust in all respects except as to the acts and deeds (if any) necessary for the proper vesting of the Trust Fund in the continuing or new Trustees, which acts and deeds shall be done and executed at the expense of the Trust Fund.

## **9. PROCEEDINGS OF TRUSTEES**

- 9.1 Trustee Annual General Meeting: In each calendar year the Chairperson will convene an annual general meeting of the Trustees that shall be open to the public to attend. In giving notice of the meeting the terms of clause 9.2(d) will be applicable, but the notice must also be advertised publicly.
- 9.2 Trustee Meetings:
  - (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide but not less frequently than three times in each year.
  - (b) Any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter. However, any alteration to the terms of this Deed under clause 19 must be by a unanimous decision of the trustees.
  - (c) A resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by telex, telegram or facsimile shall be deemed to have been duly signed by that Trustee.
  - (d) Any Trustee may at any time give notice convening a meeting of the Trustees. The notice shall be posted to each Trustee then in New Zealand at least fourteen days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.
  - (e) The quorum for a meeting of Trustees shall be three.
  - (f) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication ("**electronic communication**") shall constitute a meeting of the Trustees and the provisions of this clause as to

meetings of the Trustees shall apply to such meetings provided the following conditions are met:

- (i) each Trustee shall be entitled to notice of the meeting and to be linked by electronic communication for the purposes of the meeting;
  - (ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
  - (iii) at the commencement of the meeting each Trustee must acknowledge that Trustee's presence for the purpose of the meeting;
  - (iv) a Trustee may not withdraw from the meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
  - (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of the meeting at all times during the meeting by electronic communication unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (g) Minutes of the proceedings of any such meeting by electronic communication shall be sufficient evidence of the proceedings, and of the observance of all necessary formalities, if certified to be correct by the Chairperson of the meeting.

9.3 Secretary: The Trustees may appoint a Secretary, whom may be honorary, or may be a full-time or part-time employee of the Trust.

9.4 Minutes: Minutes of the proceedings of all meetings of the Trustees shall be recorded and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. All minutes purporting to be so signed shall be prima facie evidence of the matter recorded.

9.5 Delegation of Powers:

- (a) The Trustees may delegate to any person or committee, whether or not a Trustee or Trustees, such of the powers of the Trustees as the Trustees may decide and may stipulate restrictions or rules by, or within which, such powers are to be exercised any may revoke any such delegation, wholly or partly, at any time.

- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) Subject to any directions given by the Trustees, any person or committee to whom any powers of the Trustees have been delegated may conduct their affairs in such manner as they may decide.

9.6 Bank Account: The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed by such person or persons (including at least two Trustees) as the Trustees may decide).

9.7 Accounts and Audit: The Trustees shall cause accounting records to be kept that correctly record and explain the transactions and affairs of the Trust and that will at all times enable the true state and condition of the finances of the Trust to be ascertained with reasonable accuracy. The accounts of the Trust shall be reviewed at least once in each year by a chartered accountant (not being a Trustee) appointed by the Trustees.

## **10. LIABILITY AND INDEMNITY OF TRUSTEES**

10.1 No liability of Trustees with exceptions: No Trustee or former Trustee shall be liable for any loss suffered by the Trust Fund not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act when such commission or omission is known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee for any breach or alleged breach of trust committed by a co-Trustee or former Trustee.

10.2 Indemnity of Trustees: Each Trustee or former Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising out of or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act when such commission or omission is known by that Trustee to be a breach of trust.

## **11. TRUSTEE'S CONFLICT OF INTEREST**

11.1 Any Trustee may be appointed as an officer or employee of the Trust notwithstanding that he or she is also a Trustee.

11.2 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of his or her interest to the other Trustees, and shall not take any part whatever in any deliberations of the Trustees concerning any matter in which he or she is or may be interested other than as a Trustee of the Trust.

11.3 Any Trustee may act as a director, officer or employee of, or consultant to, any company the shares, securities or other rights of which comprise part of the Trust Fund or as a director, officer or employee of, or consultant to, any subsidiary or associated company of any such company.

## **12. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS**

12.1 No private pecuniary profit: No private pecuniary profit may be made by any person from the Trust, except that:

- (a) Any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) The Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) Any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) Any Trustee may retain any payment properly payable to that Trustee in respect of any property or undertaking to which clause 11 applies, provided that Trustee has disclosed that Trustee's interest as required by that clause.
- (e) Any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

12.2 Trustees to comply with restrictions: The Trustees, in determining all reimbursements, payments, remuneration and charges payable in the terms of this clause shall ensure that the restrictions imposed by clause 13 are strictly observed.

### **13. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS**

13.1 Recipient not to influence benefits: Notwithstanding anything contained or implied in this deed, any person who is:

- (a) a settlor or Trustee of the Trust; or
- (b) a shareholder or director of any company carrying on any business of the Trust; or
- (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
- (d) an associated person (as defined by the Income Tax Act 1994) of any such settlor, trustee, shareholder or director;

shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

13.2 Professional Account and Influence: A person who in the course of and as part of the carrying on of business of a professional public practice shall not, by reason only of rendering professional services to the Trust, or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause 13.

13.3 Trustee/Member transactions. Notwithstanding anything expressed or implied in this deed, no commercial transaction, including the relinquishing of assets, will be entered into unless, having regard to the terms and conditions of the loan or agreement:

- (a) payment by way of interest or rent shall not exceed current commercial rates;
- (b) receipts by way of interest or rent shall not be at less than current commercial rates; and
- (c) sale of Trust property will always be at current market value.

### **14. ALLOCATION OF RECEIPTS**

14.1 Allocation of payments between capital and income: If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or

distribution ought to be treated as capital, and how much as income, of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause.

- 14.2 No appointment: There shall be no appointment as between capital and income of the Trust Fund of rents, interest, dividends, or other periodic payments for the period current to the date of commencement of the Trust or for any other period current at the date upon which any interest created under the terms of this deed commences or determines.

## **15. APPOINTMENT AND REMOVAL OF CUSTODIAN TRUSTEE**

- 15.1 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon such terms as the Trustees may decide, or otherwise to act pursuant to the provisions of Section 50 of the Trustee Act 1956, and the Trustees may at any time by deed revoke any such appointment.

## **16. INCORPORATION UNDER CHARITABLE TRUSTS ACT**

- 16.1 Application: The Trustees may at any time apply for incorporation as a trust board under Part II of the Charitable Trusts Act 1957 and upon incorporation the powers and discretions conferred upon the Trustees by law or by this deed shall be conferred upon the Trustees as a trust board.
- 16.2 Common Seal: Upon incorporation the Trust shall adopt a common seal, which shall only be affixed to any document with the authority of the Trustees. Every document to which the common seal is affixed shall be attested by two Trustees or by one Trustee and the Secretary. No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the common seal to any document, or as to the authority of the persons attesting the sealing.

## **17. OFFICE OF THE TRUST**

- 17.1 The office of the Trust shall be at such place as the Trustees may from time to time decide.

**18. WINDING UP OF TRUST**

18.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may, by a resolution, decide to wind up the trust and to vest the assets of the Trust in such one or more charitable bodies within New Zealand in such manner, upon such terms, and in such proportions as the Trustee may decide, provided that no distribution shall be paid to the Trustees and if the Trust is then incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of the Act.

**19. ALTERATION OF THE TERMS OF THIS DEED**

19.1 The Trustees may by deed revoke, vary or add to any of the provisions of this deed, provided such revocation, variation or addition is not in any way inconsistent with the charitable purposes of the Trust. Any such deed may supplementary to or in replacement of this deed or any later deed as the Trustees may decide.

**EXECUTED** as a deed.

**EXECUTED** by **LARA MOERANGI**  
**NORTHCROFT** as Trustee in the presence  
of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name PLEASE PRINT

\_\_\_\_\_  
Occupation PLEASE PRINT

\_\_\_\_\_  
Address PLEASE PRINT

**EXECUTED** by **SHARON LEA FLEET** as  
Trustee in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name PLEASE PRINT

\_\_\_\_\_  
Occupation PLEASE PRINT

\_\_\_\_\_  
Address PLEASE PRINT

**EXECUTED** by **KIRI ANGELINE JARDEN**  
as Trustee in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name PLEASE PRINT

\_\_\_\_\_  
Occupation PLEASE PRINT

\_\_\_\_\_  
Address PLEASE PRINT

**EXECUTED** by **MICHAEL JOSEPH BRENT**  
**JONATHAN** as Trustee in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name PLEASE PRINT

\_\_\_\_\_  
Occupation PLEASE PRINT

\_\_\_\_\_  
Address PLEASE PRINT

**EXECUTED** by **CHRISTOPHER REX**  
**HEYWOOD** as Trustee in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name PLEASE PRINT

\_\_\_\_\_  
Occupation PLEASE PRINT

\_\_\_\_\_  
Address PLEASE PRINT

**EXECUTED** by **GRAEME ROBERT  
SIMPSON** as Trustee in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name PLEASE PRINT

\_\_\_\_\_  
Occupation PLEASE PRINT

\_\_\_\_\_  
Address PLEASE PRINT

**EXECUTED** by **KOBUS SCHOEMAN** as  
Trustee in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name PLEASE PRINT

\_\_\_\_\_  
Occupation PLEASE PRINT

\_\_\_\_\_  
Address PLEASE PRINT

**SCHEDLUE 1**

**MAP OF THE CENTRAL NORTH ISLAND REGION**