

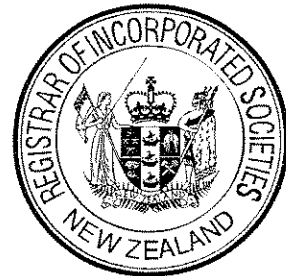
CERTIFICATE OF INCORPORATION

VICTORIA THEATRE TRUST BOARD 1573013

VICTORIA THEATRE TRUST BOARD is incorporated under the Charitable Trusts Act 1957 this 2nd day of November 2004.

Neville Harris

Neville Harris
Registrar of Incorporated Societies



SARAH MARGARET BURREN AND OTHERS

**CHARITABLE TRUST DEED
(VICTORIA THEATRE TRUST)**

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LAWYERS
ALBANY
NEW ZEALAND

TABLE OF CONTENTS

1. Name
2. Definitions and Interpretations
3. Office
4. Charitable Purposes
5. Means of Achieving the Purposes
6. Structure of the Trust
7. Members of the Board
8. Proceedings of the Board
9. Powers
10. Income, Benefit or Advantage to be Applied to Charitable Purposes
11. Accounts
12. Power to Delegate
13. Common Seal
14. Membership of the Trust
15. Subscription
16. Resignation of Members of the Trust
17. Expulsion of Members of the Trust
18. Annual General Meeting
19. Special General Meeting
20. Procedure for General Meeting
21. Alteration of Rules
22. Disposition of Surplus Assets
23. Patrons
24. Trustee Liability

DEED dated

2004

BETWEEN: **SARAH MARGARET BURREN** of 11 Seacliffe Avenue, Belmont,
Auckland, Producer and Designer

A N D **GERBEN WILLEM CATH** of 5/41 Byron Avenue, Takapuna,
Auckland, Director

A N D **PAUL RADFORD CORNISH** of 11 Cambria Road, Devonport,
Auckland, Accountant

A N D **TOM HENDERSON** of Auckland, Webdesigner

A N D **MELANIE LARA HIMIONA** of 11 Gow Street, Helensville,
Auckland, Teacher

A N D **DAVID SIMON KAYROUZ** of 3 Anne Street, Devonport, Auckland,
Artist

A N D **JAN MASON** of Auckland,

A N D **DAVID JAMES MAYS MASON** of 6A King Edward Parade,
Devonport, Auckland, Retired

A N D **AYLISS RIPLEY** of 26 Roberts Road, Te Atatu South, Auckland,
Events Producer

WHEREAS

- A.** **THE** parties to this deed wish to establish a charitable trust ("the Trust") for the objects described in clause 4 of this deed.
- B.** **THE** parties have agreed to enter into this deed specifying the purposes of the trust and providing for its control and government.

THIS DEED WITNESSES

1. Name

The name of the trust shall be the "**VICTORIA THEATRE TRUST**"

2. Definitions and Interpretations

In this deed unless the context otherwise requires

- (a) Board of Trustees means the Initial Trustees executing this deed with such appointments as may be made from time to time by the Trustees after any resignations or removals as may occur.
- (b) "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 any other object or purpose beneficial to the community, and shall include any trust established solely or exclusively for charitable purposes
- (c) "Performing Arts" means (without limitation) live theatre, drama, musicals, musical plays, pantomime, opera, children's shows, one-act plays, school shows, dinner theatre, cinema including theatrical release, film festivals, student films, directors' cuts and documentaries, music including international acts, solo acts, bands – jazz and contemporary and competitions, dance including contemporary, jazz, ballet and competitions.
- (d) "Paragraph" shall mean unless qualified be a reference to a paragraph in this deed
- (e) "Person" and words importing a person or persons include a firm and company
- (f) "Property includes any interest in real and personal property of whatsoever kind and nature
- (g) "Trust" means the trust established by this deed.

3. Office

The registered office of the Trust shall be at the Victoria Theatre, Victoria Street, Devonport, Auckland or such place in Auckland as the Board of Trustees may from time to time determine.

4. Charitable Purposes

The principal objects and purposes for which the Trust is established are

- (a) to foster, maintain, promote and advance the development of Performing Arts and the skills, discipline and crafts associated with Performing Arts and the production of Performing Arts and cinema.
- (b) to sponsor, encourage and support the education and development of the skills of emerging actors, directors, playwrights, costume and set designers, lighting technicians and all those associated with the production of Performing Arts including (but without limitation) the providing of grants for study.
- (c) To transform the Victoria Theatre, Devonport into a multi-purpose Performing Arts Centre for the provision of entertainment activities and facilities associated with the Performing Arts and cinema.
- (d) To do all things as are incidental to or conducive to the attainment of any of the above objects

NOTWITHSTANDING anything contained or implied in the Trust Deed no power or reservation expressed or implied herein shall authorise the trustees to do or suffer any act which does not further the charitable purposes hereof and the declaration of charitable purposes herein shall at all times be paramount so as to exclude any act or omission which is or may be deemed to be not in accordance with such purposes.

5. Means of Achieving the Purposes

To achieve these purposes the trustees may

- (a) seek accept and receive subscriptions, donations, subsidies, grants, endowments, gifts, legacies, loans and bequests in money, in kind, or partly in both,
- (b) hold seminars, meetings and lectures and publish and disseminate to the public of New Zealand materials, papers, information and writings relating or pertaining to any of the objects and purposes of the Trust,
- (c) support or hold or put on performances and screenings at the Victoria Theatre, Devonport or such other place or places as the Trustees may deem appropriate,
- (d) promote the membership of the Trust and receive applications for membership pursuant to clause 14 hereof.

6. Structure of the Trust

The Trust shall be administered by the Trust Board ("the Board").

7. Members of the Board

7.1 Number of Board

The Board shall consist of not less than four (4) nor more than twenty (20) members.

7.2 Membership of Board

The signatories to this deed shall comprise the Trust Board.

7.3 Removal of Board Members

If any Board member shall:

- (a) In the opinion of a majority of all other Board members become physically or mentally incapable of acting as a Board member;
- (b) Commit an act of bankruptcy;
- (c) Be convicted of a criminal offence which in the opinion of the majority of the other Board members makes his or her position as a Board member undesirable;
- (d) Tender a written resignation;
- (e) Be requested to resign by notice in writing signed by not less than three quarters of all other Board members

then and in such case the Board members shall by resolution of the Board forthwith be removed from office as a Board member and cease for all purposes to be a trustee.

7.4 Name of Board

The name of the Board shall be the "VICTORIA THEATRE TRUST BOARD".

8. Proceedings of the Board

8.1 Meetings

The Board shall meet at such times and places as it determines, and shall elect a chairperson from amongst its members at its first meeting and at every subsequent annual general meeting.

8.2 Officer

The Board shall appoint the officers of secretary and treasurer. These offices may be combined. The secretary and treasurer need not be members of the Board.

8.3 Chairperson

The chairperson shall preside at all meetings of the Board at which she or he is present. In the absence of the chairperson from any meeting the members present shall appoint one of their number to preside at that meeting.

8.4 Quorum

At any meeting of the Board four (4) of the members shall form a quorum and no business shall be transacted unless a quorum is present. In the event of the number of active trustees falling below four the only business that the trustees can conduct in the absence of a quorum is to appoint more trustees.

8.5 Voting

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise

specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.

8.6 Minutes

The secretary shall keep minutes of all Board meetings which shall be available for inspection by Board members at reasonable times.

9. Powers

9.1 General and Specific Powers

In addition to the powers implied 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:

- (a) to use the funds of the Trust as the Board thinks necessary or proper in payment of the costs and expenses of the Trust, including the employment of professional advisers, agents, officers and staff as may be reasonable and proper, and
- (b) to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which may be reasonable and proper for the purpose of attaining the charitable objects of the Trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid, and
- (c) to carry on any business, and
- (d) to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as may be reasonable and proper, and
- (e) to borrow or raise money from time to time with or without security and upon such terms as to priority and otherwise as may be reasonable and proper, and
- (f) to do all things as may from time to time appear reasonable or desirable to enable the Board to give effect to and to attain the charitable purposes of the Trust.

9.2 Employment

Under clause 9.1(a) the Board may employ as agents, officers and staff persons who are members of the Board.

10. Income, Benefit or Advantage to be Applied to Charitable Purposes

10.1 Application

Any income, benefit or advantage shall be applied to the Charitable Purposes of the Trust.

10.2 Influence

Without limiting the provisions of clause 4 --

- (a) No member of the Trust or any person associated with a member shall participate in or materially influence any decision made by the Trust in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever
- (b) Any such income paid shall be reasonable and relative to that which would be paid in an arms-length transaction (being the open market value).
- (c) The provisions and effect of this clause shall not be removed from this document and shall be included and applied into any document replacing this document.
- (d) All income of the Trust and any other benefit or advantage belonging to the Trust Fund shall be applied to the Charitable Purposes.
- (e) No trustee or any person associated with the trustee (as presently defined by Section CD7 of the Income Tax Act 1994) may participate in or materially influence any decision made by the Trust in respect of the payment to or on behalf of that trustee or any such associated person of any income, benefit or advantage pursuant to the provisions of clause 4 or otherwise.

11. Accounts

11.1 True and Fair Accounts

The Board shall keep true and fair accounts of all money received and expended.

11.2 Audit

The Board shall as soon as practicable after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be audited by an accountant appointed by the Board for that purpose and the Board shall present the audited accounts to the annual general meeting of the Trust together with an estimate of income and expenditure for the current year.

12. Power to Delegate

12.1 The Board may from time to time appoint any committee and may delegate in writing any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may subject to confirmation or otherwise by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

12.2 Delegate Bound

Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the trust.

12.3 Delegation Revocable

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

12.4 Delegate Need Not be Board Member

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

13. Common Seal

The Board shall have a common seal which shall be kept in the custody of the secretary, or such other officer as shall be appointed by the Board and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of and accompanied by the signature of two members of the Board.

14. Membership of the Trust

Any person who or any group or organisation, including any family group, which agrees with the purposes of the Trust may, subject to the Board's approval, become a member of the Trust by application in writing and upon payment of a subscription (if any).

15. Subscription

The Board may require members of the Trust to pay a subscription of such amount or amounts as may from time to time be fixed by resolution in general meeting

16. Resignation of Members of the Trust**16.1 Resignation by Notice**

Any member of the Trust may resign membership at any time by giving to the secretary notice in writing to that effect and such notice, unless otherwise expressed, shall take effect immediately.

16.2 Resignation Deemed

Any member who fails to pay the annual subscription on or before the expiration of twelve months after it has become due shall be deemed to have resigned membership.

17. Expulsion of Members of the Trust**17.1 Notice of Complaint**

Any member may make a complaint to the Board that the conduct of a member of the Trust is or has been injurious to the character of the Trust every such complaint shall be in writing and addressed to the secretary.

17.2 Meeting

If the Board considers that there is sufficient substance in the complaint, it may invite the member to attend a meeting of the Board and to offer a written or oral explanation of the member's conduct.

17.3 Notice of Meeting

The Board shall give the member at least fourteen (14) days written notice of the meeting. The notice shall -

- (a) sufficiently inform the member of the complaint so that the member can offer an explanation of the member's conduct, and

- (b) inform the member that, if the Board is not satisfied with the member's explanation, the Board may expel the member from the trust.

17.4 Board May Expel

If, in the meeting, the Board decides to expel the member from the Trust, the member shall cease to be a member of the Trust.

18. Annual General Meeting

18.1 Time and Place of Meeting

The annual general meeting of the Trust shall be held each year at such place, date and time as the Board shall determine.

18.2 Business of Meeting

The annual general meeting shall carry out the following business -

- (a) receive the minutes of the previous annual general meeting and of any other special general meeting held since the last annual general meeting; and
- (b) receive the Trust's statement of accounts for the preceding year and an estimate of income and expenditure for the current year; and
- (c) receive reports from the Board and its committees; and
- (d) fix the annual subscription (if any); and
- (e) consider and decide any other matter which may properly be brought before the meeting.

19. Special General Meeting

19.1 Secretary May Call Meeting

A special general meeting of the Board shall be called by the secretary on receipt of a request in writing for such meeting stating the reason for having the meeting.

19.2 Meeting for Appeal Against Expulsion

Subject to the provisions of clause 17.4 a special general meeting of the Board shall be called by the secretary for the purpose of hearing an appeal from an expelled member.

19.3 Notice of Meeting

The prescribed notice calling a special general meeting shall state in general terms the business for which the meeting is called and at that meeting only the business so stated shall be discussed.

20. Procedure for General Meeting

20.1 Definition

In these rules the term "general meeting" includes both an annual general meeting and a special general meeting.

20.2 Notice of Meeting

Fourteen days written notice of each general meeting shall be given to all Trustees. This notice shall state that the meeting is the annual general meeting or a special general meeting as the case may be and shall specify the place, date and time at which the meeting is to be held.

21. Alteration of Deed

This deed may be altered, added to, rescinded or otherwise amended by a resolution passed by a two-thirds majority at a general meeting, provided that notice in writing setting out such alteration, addition or rescission has been posted to members with a notice of the meeting not less than fourteen (14) clear days prior to the meeting and provided that no such amendment shall

- (a) detract from the exclusively charitable nature of the Trust or affect the rules relating to the Charitable Purposes (Clause 4), the income, benefit or advantage to be applied to Charitable Purposes (clause 9) or the disposition of surplus assets (Clause 21), or
- (b) be made to clauses 10 or 22 unless it is first approved in writing by the Inland Revenue Department.

22. Disposition of Surplus Assets

On the winding up of the Trust or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisations within New Zealand having similar objects as the Board decides or, if the Board is unable to make such decision, shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.

23. Patrons

The Board of Trustees may from time to time select and appoint for a period of twelve (12) months, persons to be patrons of the Trust

Patrons of the Trust shall be entitled to attend Board meetings, however they will not have voting rights, nor will their attendance satisfy the quorum requirement at clause 8.4.

Patrons shall be entitled to attend annual general meetings and vote at such meetings. Patrons' attendance at annual general meetings shall be taken into account in respect of the quorum requirement.

Patrons shall be eligible to be appointed for a successive term or terms.

24. Trustee Liability**24.1 It is declared that:**

- (a) The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions or defaults they would have received.
- (b) The Trustees are each answerable and responsible respectively only for their own acts, receipts, omissions and defaults and not for those of each other, or of any banker, broker, auctioneer or other person with whom, or into whose hands, any trust money or security is properly deposited or has come.
- (c) No Trustee shall be personally liable for the maintenance, repair or insurance of any property included in the trust fund or for the payment of any charges on such property.
- (d) No Trustee hereof shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C of the Trustee Act 1956 (as enacted by the Trustee Amendment Act 1988 or any statutory replacement or equivalent) unless such loss is attributable:
 - (i) To his or her own dishonesty or
 - (ii) To the wilful commission by him or her of an act known by them to be a breach of trust. And pursuant to Section 13D of the Trustee Act 1956, it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustee Act 1956 shall not apply to any trustee hereof.
- (e) No Trustee shall be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by the co trustee.
- (f) Notwithstanding the prudence or otherwise of retaining assets in the trust fund no trustee shall be liable for any loss suffered by the trust fund by reason of the trustees retaining any asset forming part of the trust fund.

IN WITNESS this deed is duly executed

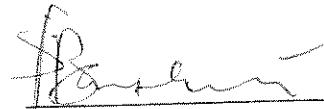
SIGNED by
SARAH MARGARET BURREN
 in the presence of:



 S M Burren

Witness

Signature:



Full Name:

PETER JOHN BARTLETT

Occupation:

EM. PROF.

Address:


20A OXFORD TCE DEVONPORT

SIGNED by
GERBEN WILLEM CATH
in the presence of:

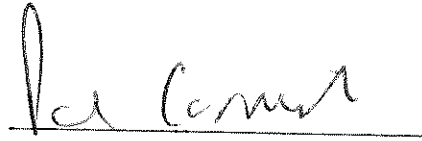


G W Cath

Witness

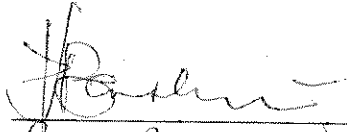
Signature: 
Full Name: Sarah Booth
Occupation: PA
Address: 6 Sandown Rd, Rotherham Bay Auckland

SIGNED by
PAUL RADFORD CORNISH
in the presence of:

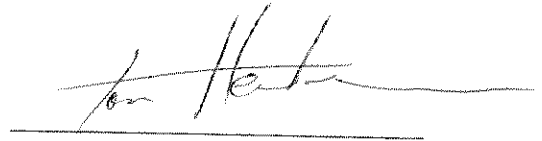


P R Cornish

Witness

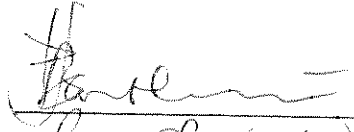
Signature: 
Full Name: PETER JOHN BARTLETT
Occupation: EM PROFESSOR
Address: 20A OXFORD TCE DEVONPORT

SIGNED by
TOM HENDERSON
in the presence of:



T Henderson

Witness

Signature: 
Full Name: PETER JOHN BARTLETT
Occupation: EM PROFESSOR
Address: 20A OXFORD TCE DEVONPORT

SIGNED by)
MELANIE LARA HIMIONA)
in the presence of:)

Melanie Himiona
M L Himiona

Witness

Signature: [Handwritten Signature]
Full Name: Kathy Sam
Occupation: Cake maker
Address: 46 Victoria Rd

SIGNED by)
DAVID SIMON KAYROUZ)
in the presence of:)

D S Kayrouz

Witness

Signature: _____
Full Name: _____
Occupation: _____
Address: _____

SIGNED by)
JAN MASON)
in the presence of:)

[Handwritten Signature]


J Mason

Witness

Signature: [Handwritten Signature]
Full Name: PETER JOHN BARTLETT
Occupation: EU PROFESSOR
Address: 20A OXFORD TCE, DEVONPORT

SIGNED by
DAVID JAMES MAYS MASON
in the presence of:


)
)
)



D J M Mason

Witness

Signature:



Full Name:

PETER JOHN BARTLETT

Occupation:

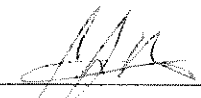
Law Professor

Address:

25^A Oxford Tce Bowenport

SIGNED by
AYLISS RIPLEY
in the presence of:


)
)
)



A Ripley

Witness

Signature:



Full Name:

Kay Sun

Occupation:

Cafe owner

Address:

46 Victoria Rd