

# Aotearoa Property Profilers Foundation

## Articles of Association

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**Date: 1st July 2019**



**Non-Government Unincorporated Foundation**

**Approved by a Principle of the Aotearoha Kawanatanga  
Arikinui Lady Crown 1<sup>st</sup> July 2019**

**Affiliant of Aotearoha Kawanatanga (Governance of Love)  
Aotearoa Property Profilers Foundation**

**1<sup>st</sup> July 2019**

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Non-Government Foundation – Humanitarian, Philanthropic, Community Based Not For Profit Service

Non Government Tax Exempt Foundation

Email: [aotearoa-property-profilers@protonmail.com](mailto:aotearoa-property-profilers@protonmail.com)

Head Office: 19 Waiotemarama Gorge Road, Opononi,

RD3 Kaikohe 0473, Northland, New Zealand

Postal Office:

Phone: 0064 (022) 6976166

These private natural men/woman hereby form a private foundation being a Non-Government Foundation (NGF), not-for-profit, tax-exempt, unincorporated community service, adopting these Articles of Association effective this day as scribed below in the year 2019AD, and do hereby certify:

### Article One - Name

The name of the private Foundation is Aotearoa Property Profilers Foundation, herein after referred to as "The Foundation".

### Article Two - Founders

The founding Principal Participant of the foundation is a private suveran natural man commonly known as "arikinui-kawenata: crown®™", "gavin-john: marsich®™". The initial principal office for the foundation is located on the Far North West Coast of the land mass commonly known as Aotearoa, New Zealand.

### Article Three - Purpose

This Foundation operates privately as a not for profit (nfp), tax exempt, unincorporated Non-Government Foundation (NGF) providing philanthropic community based services and is established to foster and support local community. This includes such purposes as the giving and receiving of financial and other resources and contributions between the foundation associates & participants.

'not-for-profit' (nfp) means any profits or surpluses generated by the Foundation after it has met all its operating expenses, must be used to further its purposes and may not be distributed to participants or any other people, both during its operation or in the event of its dissolution.

'tax-exempt' means tax exempt and free from all forms of financial limitations and imposts by way of, taxation, usury, stamp or other duties, levies, or taxation, and any other imposts by government administrators, or other third parties or directive entities, either present or future.

'Non-Government foundation' (NGF) means a foundation or entity that is by no way registered or licensed with any government or state agency. Not registered with the Government.

'Participants' means private natural men and women who are committed to the purpose of the foundation and its associates. The foundation will seek to enjoy safe harbor and peaceful enjoyment while providing a service at peace with the broader community to further its spiritual work. The primary purpose and objectives of the Foundation are to provide benevolent and philanthropic services to the community and to fund, facilitate, implement, and operate sustainable projects. The purpose of the Foundation applies equally to all humanity and the general public globally, irrespective of colour, caste, nationality, creed, sect, religion or gender.

'Sovereign Rights' means the natural rights of a suveran sentient private man or woman, their Divine attributes, to love, to be free, to independence, to autarky, to privacy, to remain silent or to speak, to give and to receive, to be responsible, to apply their natural energy, to think and thought, to live life, to apply effort and to work, to take decisions, to increase their capacity, all rights which are unalienable, imprescriptible and unlegislable, and to expressly include their Sovereign and Common Law rights. Sovereignty is not subject to law for it is the author and source of law. There can be no limitation to the sovereign rights of humanity.

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'As in all great critical periods in human history, humanity is now going through a spiritual rebirth. Great forces of unconsciousness are afoot and seen to be dominant, but constructive and creative forces that will redeem humanity are also being released through several channels. Although the working of these forces of light is chiefly silent, they are eventually bound to bring about those transformations that will make the further spiritual advance of humanity safe and steady. It is all part of the divine plan, which is to give to the hungry and weary world a fresh dispensation of the eternal and only Truth.'

The primary purpose of the Foundation is to fund, facilitate, implement, and operate projects and enterprises that are sustainable in the atmosphere and environment on earth. The projects and enterprises are particularly to support, sustain and benefit the 'Participants' in such projects and enterprises, and also communities globally whereby a percentage of contribution back to fellow man is committed.

'In the light of the truth of the unity of life', to encourage, promote, and foster 'cooperative and harmonious action to become natural and inevitable, and hence the chief purpose' is to encourage, promote, foster and support 'the rebuilding of humanity and to dispel the spiritual ignorance that envelopes humanity.' Spiritual experience is not accessible to the limited human intellect until the intellect transcends its limits and is illuminated by direct realization of the Infinite.

This Foundations purpose applies equally to all humanity, irrespective of colour, caste, nationally, creed, sect, religion or gender.

#### Article Four - Principal Participants

The Founding and Principal Participants may appoint an additional Principal Participant at their discretion. Initially the Founding Principal Participants will have the full discretion and power to determine all the activities, enterprises and operations of the Foundation. Ultimately the Foundations activities and operation will be guided entirely at the discretion of the two Principal Participants.

The Principal Participants in making all their decisions shall act jointly in harmony and Unanimous agreement, achieving unanimity in accord with all their decisions and actions, without competition or rivalry, nor compromising their purpose, objectives and focus, to achieve harmony and peace in all their determinations. Principal Participants may retire at their personal discretion.

The nomination and appointment of the successors to the principal participants shall be made by the then current principal participants upon the proposed retirement of a participant. The principal participants are empowered to both appoint and replace people who are to fulfil roles within the foundational structure of the foundation and its activities, enterprises and operation, and give such people authority to act to fulfil those roles.

Any principal participant may with the written consent of all the other principal participants, appoint a new participant to be their alternate principal participant. Any such appointment shall only have effect during such periods of time when the particular principal participant may be absent or unable to fulfil his/her duties. The other principal participant has the power to revoke or alter, in writing, such alternate principal participant's appointment at any time.

All this private foundations activities and the foundation assets will be kept private and confidential. The principal participants shall not be bound to disclosure to any other entity, person or government administrator, any information about the foundation or its activities, without prejudice to any of the participants rights under

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any nation state or government legislated law. The principal participants will minute and record any change of the principal participants with the foundation. A copy of the meeting minutes confirming such changes to the principal participants may be outlined by email.

#### Article Five - Funding and Resourcing

The Foundation will be resourced and funded by its participants and through the efforts and endeavours of its participants, volunteers and contractors. The foundation shall also be self-funding through its projects and enterprises by its Associates. In addition funding and resourcing may be sourced through investments and borrowing, contributions from other foundations and philanthropic entities.

The principal participants are hereby authorised to administer the foundations contributions, monies and investments, which may include bank deposits, earnings, revenues, surpluses, accretions, transfers, loans, borrowings, and all funds and monies received by or paid to the principal participants for and on behalf of the foundation. The accumulation of all these assets and resources are herein referred to as the 'Foundation Assets'.

The principal participants will keep the Foundation Assets, entirely separate and distinct from any other funds and nothing shall cause the principal participants to join the Foundation Assets or any part of them, with any other assets or funds of another entity and in particular funds which may be the subject or property of any natural person and have the sole discretion and responsibility to determine all the activities, enterprises and operation of the foundation. They may exercise any of the following responsibilities in order to progress the purposes of the foundation referred to in Article Three:

#### Article Six - Principal Participants Responsibilities

The Principal Participants will have the sole discretion and responsibility to determine all the activities, enterprises and operation of the Foundation. They may exercise any of the following responsibilities in order to further the Purpose of the Foundation referred to in Article 3:

- a) to apply and invest all moneys at any time forming part of the Foundation Assets in any such investments whether involving liability or not or upon personal credit with or without security and upon such terms and conditions that are agreed and accepted, at the absolute discretion of the Principal Participants.
- b) to raise funds. In exercising this power, the Principal Participants may undertake any trading activity acceptable herein.
- c) to give any guarantee for payment of money or the performance of any contract, obligation or undertaking.
- d) to give effectual receipts and discharges for any money received into the Foundation Assets by the Principal Participants on behalf of the Foundation or otherwise relating to any of the acts, matters and things provided for in these Articles of Association.
- e) to permit any Foundation Assets to be held or recorded in the name of any Principal Participants or their nominee and to deposit securities, deeds and other documents belonging or related to the Foundation with any bank or financial institution.
- f) to acquire, sell, lease or otherwise deal with all or any part of the Foundation Assets.
- g) to borrow money and to charge the whole or any part of the property belonging to the Foundation as security for repayment of the money borrowed.

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h) to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use.

i) to be authorized or empowered to pay reasonable and appropriate compensation and provide sustenance for all people who render services to the Foundation or its enterprises, whether they be members, Participants, volunteers or contractors. Such compensation must be paid undiminished with no portion or taxes withheld.

j) to appoint any and all necessary entities, or natural men and women, as Members, Participants, volunteers, contractors, coordinators and advisors.

k) to enter into joint ventures, associations, partnerships, equity participation and shareholdings or any other similar association, on behalf of the Foundation.

l) to permit any Principal Participants, to hold on behalf of the Foundation, any registered patent, trademark, registration, asset or part of the Foundation Assets or any other listing or item.

m) to take any other action that is necessary or desirable in the opinion of the Principal Participants for the achievement of the Purposes of the Foundation.

n) to maintain the Private Foundation nfp tax-exempt and NGF status of the Foundation.

o) to keep private, to the degree appropriate, the Foundations Assets and Foundations affairs.

### Article Seven - Duty of Care, Responsibility, Liability & Indemnity

When exercising any responsibilities given within these Articles of Association and in administering or managing the Foundation, or the Foundation of Assets, each of the principal Participants accepts the following conditions:

**Duty of Care and Responsibility;** When exercising any power given by these Articles of Association and in administering or managing the Foundation, the principal Participants are to use the level of care and skill that is reasonable in the circumstances, taking into consideration any special knowledge, skills or experience that he or she has or claims to have. They must at all times attempt to act peacefully with others. This is their 'duty of care'. The Principal Participants may replace any one of their number when he or she is not of sound mind, or not capable of carrying out their 'duty of care'.

**Discretion and Delegation thereof;** Subject always to any express provision to the contrary in these Articles of Association, every discretion vested in the Principal Participants shall be absolute and uncontrolled and every responsibility vested in them shall be exercisable at their absolute and uncontrolled discretion.

They may, in writing, delegate the exercise of any of the responsibilities or discretionary authorities hereby conferred on them and execute any power of attorney or other instrument necessary to effect such delegation of responsibilities or discretionary authorities.

**Liabilities;** No Principal Participant, and no one exercising the responsibilities that have been delegated by the Principal Participants, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she failed to discharge their 'duty of care' or, acted to injure, damage or defraud the Foundation or any natural man, woman or child, or any other party. They shall not be personally responsible for any loss or damage occasioned to the Foundation, or any part thereof, or to any person, by the exercise of any discretion or responsibility, or by any alleged failure to exercise any such discretion or responsibility, conferred herein.

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Indemnified; The Principal Participants shall be entitled to be indemnified out of the Foundation Assets, against liabilities incurred by them in the execution or attempted execution, or as a consequence of the failure to exercise any of their authorities, responsibilities and discretions herein conferred, or by virtue of being a Principal Participant hereof.

The Foundation is a Private Foundation and as such operates in privacy, not revealing any of the private information related to its operation to any public or government agency or any purported legal authority. All agreements of any nature between the Foundation, members, Participants, Associates, volunteers, contractors and any other foundations and entities, are to be in the private and nominated as such by the use of the words, Private Agreement or Private Information.

#### **Article Eight - Bank Accounts**

Any account held with any bank or financial institution in which any of the Foundation Assets are deposited must be operated by the Principal Participants and held in the name of the Foundation. The Principal Participants, at their entire discretion, may give written authorisation to other Participants to operate such accounts. Such Bank Accounts should be suitable for non-for profit organizations.

#### **Article Nine - Private Foundation**

The Foundation is a Private Foundation and as such operates privately, not revealing any of the private information related to its operation to any government administrator, state or legal authority. All agreements of any nature between the foundation, principal participants, associates, volunteers, contractors and other foundations and entities, are to remain strictly private.

#### **Article Ten - Disbursements & Recording**

The principal participants shall be authorized and empowered to pay reasonable compensation and provide sustenance for all people who render services to the foundation or its enterprises, whether they be participants, volunteers or contractors. The principal participants shall maintain accurate monthly records of all receipts and expenditures. These records should be consolidated annually and include a list of the Foundation Assets and their values. The principal participants may make a private copy of these records available privately to any agreed parties.

The records may not be lodged with any public, government or similar administrative agency. The foundation will have a perpetual period of duration. In the event the principal participants dissolve this foundation, and/or another participant/associate does not join, the foundation assets shall be distributed to another similar charity/foundation in keeping with its not for profit status. The foundation owns the assets of which the participants have equal beneficial control.

#### **Article Eleven - Third Parties Reliance**

Any natural person or party dealing with the Foundation or its Principal Participants may rely upon a copy of these Articles of Association, endorsed thereon or attached thereto, and certified by a Principal Participant, to the same extent as they might rely on the original. These Articles of Association are private and contain Private Information.

#### **Article Twelve - Amendments**

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These Articles of Association may be amended from time to time, as approved and recommended by, in consideration of the changing nature of life and society on earth. Recommended Amendments may be accepted by the Principal Participants at a meeting of their number expressly called for the intent of adopting such amendments. A record of such meeting will be minuted and autographed by each of the Principal Participants of the Foundation.

### Article Thirteen - Duration

The Foundation will have a perpetual period of duration, however the Articles of Association must be renewed every 12 (twelve) months.

In witness hereof, we have hereunto subscribed our names and establish the 'Aotearoa Property Profilers' Foundation on the Effective Date 1<sup>st</sup> July 2019.

Founding Principal Participants are set out below:



Principal Participants autograph; \_\_\_\_\_

Principal Participants name; **:arikinui-kawenata: crown®©™**



Principal Participants autograph; \_\_\_\_\_

Principal Participants name; **:gavin-john: marsich®©™**

Witness autograph;

Witness name; Gregory Eloshell

# AOTEAROA PROPERTY PROFILERS FOUNDATION

## Principal Participants Meeting

### PRIVATE INFORMATION

Meeting Date: 1<sup>ST</sup> July 2019

Location: Hokianga, Aotearoa, New Zealand

Present at Meeting: Arikinui Lady Crown, **:arikinui-kawenata: crown®©™**, **:gavin-john: marsich®©™**, Violet Tito (Registrar)

Participants Agreed,

#### GENERAL MEETING

Meeting has been called for members of Aotearoa Property Profilers Foundation to set up bank accounts, add signatories and authorities.

#### BANK ACCOUNT DETAILS

That the Principal Participants open an ANZ Bank Account for Aotearoa Property Profilers Foundation whereby the account. Such Bank Account is to be set up as an UNINCORPORATED BANK ACCOUNT, tax-exempt, not-for-profit, community based service account.

#### SIGNATORIES FOR ACCOUNTS

The members agreed to the following signatory being added to the following accounts

**:arikinui-kawenata: crown®©™**

**:gavin-john: marsich®©™**

Signing Instructions - Two Signatories Required or one (if same person)

ANZ Bank Customer & Account forms to be completed, signed and submitted to the bank by Principals

That **:arikinui-kawenata: crown®©™** will be the authorised signatory to operate the bank account.

That **:gavin-john: marsich®©™** will be the authorised signatory to operate the bank account.

#### PROJECT ACCOUNT/S TO BE OPENED

The members agreed to the following Project Account/s being opened with the approved authorised signatory/s as follows:

Two initial project accounts are to be set up under Aotearoa Property Profilers Foundation as follows with two bank cards to be ordered for these accounts:

#### Aotearoa Property Profilers Foundation

##### SWIFT CODE: ANZBNZ22

Project Account 1: PURE OMNI TRUST ACC - Account No: 06-0350-0856773-00

Project Account 2: SYNDICATE 01 PROJECT - Account No: 06-0350-0856773-01

Required: Bank cards are required for the Principals

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The two Principal Participants will go to the Bank and set up the accounts in person with the required identification and only page 1 and page 2 of the Articles of Association for the Bank to cite.

Confirmed and signed by the Principal Participant for and on behalf of this foundation.

Autograph/Seal



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**:arikinui-kawenata: crown®©™**  
Principal Participant

Autograph/Seal

A handwritten signature 'G. Marsich' in black ink is on the left. To its right is a red ink fingerprint.

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**:gavin-john: marsich®©™**  
Principal Participant

# AOTEAROA PROPERTY PROFILERS FOUNDATION

## Principal Participants Meeting

### PRIVATE INFORMATION

Meeting Date: 1<sup>st</sup> July 2019

Location: Hokianga, Aotearoa, New Zealand

Present at Meeting: Arikinui Lady Crown, **:arikinui-kawenata: crown®©™**, **:gavin-john: marsich®©™**, Violet Tito (Registrar)

Agreed,

That the Principal Participant for Aotearoa Property Profilers Foundation is currently taking on volunteers/participants who are giving their time to the foundation. Contributions from the clients will sustain the volunteer/participants for living and out of pocket expenses.

That the Principal Participant for Aotearoa Property Profilers Foundation is currently taking on contractors who will invoice the project they are working for and be paid within 7 days of receiving the invoice, at times payment within 24 hours depending on contributions from clients and if the monies are available. Contractors are unable to charge the projects gst tax as we are tax exempt. All contractors can view a copy of the Statement by a Supplier Form NAT 336-08.2015.

Confirmed and signed by the Principal Participant for and on behalf of this foundation.

   

**:arikinui-kawenata: crown®©™** and **:gavin-john: marsich®©™**

Principal Participant

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