

Resolution of the Ngāti Hāua Iwi Trust

Pursuant to clause 36 of the Ngāti Hāua Iwi Trust Deed of Trust ("Trust Deed"), the trustees of the Ngāti Hāua Iwi Trust (Iwi Trust) resolve to amend the Deed of Trust as follows:

1. To insert the following as clause 6A of the Trust Deed:

Vision and Founding Principles

6A. The Trust will act with the overarching vision that Ngāti Hāua will be a positive and responsible tribal nation with the capability to act and live as an iwi that is vibrant, strong, robust and prosperous: culturally, socially, environmentally and economically. The founding principles to guide the Trust include:

- a. Mana: act appropriately together
- b. Ukaipōtanga/ Mana Whenua: Whānau, hapū and iwi-place of nourishment and wairua
- c. Whakapapa: connected by Papatuanuku
- d. Tikanga: correct customary action
- e. Whānaungatanga: recognising and respecting relationships
- f. Rangatiratanga: Marae/hapū/ iwi based leadership
- g. Kotahitanga: Unified under an agreed method
- h. Te Reo: use of appropriate language for the occasion
- i. Wairuatanga: respecting origins and kaitiaki roles and responsibility
- j. Pūkengatanga: Culturally accountable for financial guardianship
- k. Kaitiakitanga: repository tikanga and knowledge
- l. Manaakitanga: providing timely support for each other: Hospitality
- m. Tāngata: Past- Present- Future

2. To add the following clause as clause 8(g):

Additional purpose of the Iwi Trust

- (g) to assist Ngāti Hāua in the progression of the settlement of Ngāti Hāua Historic Claims with the Crown and act as the mandated entity for Ngāti Hāua.



3. To amend clause 21 by deleting the words:
- “and may be replaced by other persons appointed by the remaining Trustees who shall consult with Ngāti Hāua Iwi and its successors in respect of such appointments.”
4. To delete clauses 13, 14, 15 and 16.
5. To add the following to clause 17

Without limiting the generality of the foregoing, the Trustees are specifically permitted to exercise the powers set out in Schedule One of this Deed.

6. To replace clause 22 with the following clause:

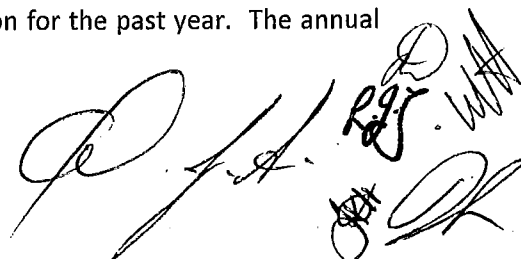
Appointment, Removal and Retirement of Trustees:

22. The Trustees will hold office in accordance with the following provisions:

- (a) Trustees will hold office for no longer than three years before facing reelection unless he or she is removed as a mandated representative by the group he or she represents or by a Board resolution supported by the majority of trustees present if, in the opinion of those parties, the continuation in office of that trustee would not be in the best interest of the Ngāti Hāua Iwi Trust;
- (b) Trustees shall be elected to the trust in accordance with the rules set out in Schedule Two.
- (c) No Trustee or advisor shall act in a manner that brings or is likely to bring Ngāti Hāua Iwi, and or the Ngāti Hāua Iwi Trust into disrepute. If a majority of trustees consider, in their sole discretion, that a trustee has brought the Trust into disrepute, then they may exercise their rights under clause 22(a) to remove that trustee;
- (d) A Trustee must at all times be qualified to be an officer of a charitable entity in terms of section 16 of the Charities Act 2005.
- (e) A Trustee may retire by giving written notice to the Ngāti Hāua Iwi Trust chair and vice chair. The retirement will take effect when the notice has been received by the other Trustees. The consent of the other Trustees is not required to make the retirement valid and effective. This clause will have effect notwithstanding anything to the contrary in the Trustee Act 1956.

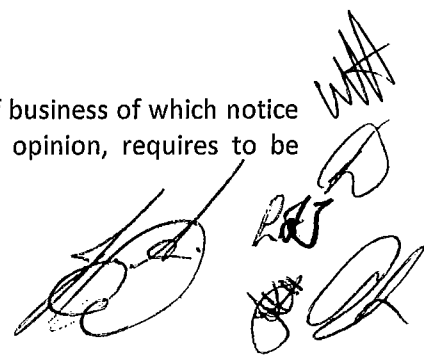
7. To delete clause 24.
8. To replace clause 27 with the following clause:

27. The Trustees will meet as often as necessary but must meet in a general meeting which is open to public participation once a year. This meeting shall be known as the annual general meeting or Hui ā Tau. At this meeting the Trustees shall report on the Trust's operation for the past year. The annual

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general meeting or Hui-ā-Tau will be convened in accordance with the following provisions:

- (a) The Secretary must give not less than 14 days' notice of the annual general meeting to the Trustees. The notice must specify the date, time and place of the annual general meeting, together with the business to be transacted.
- (b) The business to be transacted at the annual general meeting will be:
 - (i) The receipt of the annual report and accounts;
 - (ii) The appointment of the auditor;
 - (iii) The consideration of any business of which notice has been given in the notice calling the meeting; and
 - (iv) Any other business any of the Trustees request to be considered that is accepted by the Chairperson.
- (c) The Secretary must circulate an agenda to the Trustees not later than 10 days prior to the annual general meeting;
- (d) The quorum for a general meeting of the Trust shall be [20] [beneficiaries/members of Ngāti Hāua] and four Trustees of the Trust;
- (e) Any four Trustees may requisition a special general meeting of the Trust by giving notice in writing to the Secretary, such notice to specify the nature of the business to be transacted. The Secretary must, within 20 days of receiving such notice, convene a special general meeting by giving notice according to the rules set out in clause 27 (a) The business to be dealt with will be limited to the matters stated in the requisition and/or notice of the meeting.
- (f) If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present:
 - i. the meeting will stand adjourned to be re-convened seven (7) days after the date of the meeting;
 - ii. on that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting.
- (g) If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving reason:
 - iii. Adjourn the meeting; or
 - iv. Direct that any uncompleted item of business of which notice was given and which in his or her opinion, requires to be



voted upon, be put to the vote by a poll, without further discussion; and

v. The meeting will thereafter be considered closed.

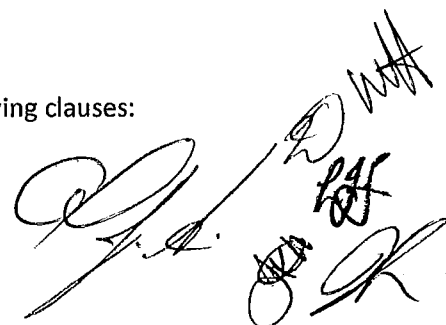
28. To replace clause 28 with the following clause:

28. Except as otherwise provided in this Deed of Trust, the Trustees must conduct their meetings in accordance with the following provisions:

- (a) The Trustees must make decisions and exercise their powers and discretions by a majority vote of the Trustees present at properly convened Trustee meetings;
- (b) The quorum for meetings of the trustees is four (4) trustees. No business of the Trust may be transacted at any meeting unless a quorum is present;
- (c) Every resolution passed at any meeting must be entered in the minute book to be kept by the Secretary and must be signed by the Chairperson. The minutes signed by the Chairperson will be prima facie evidence of the decisions of the meeting concerned.
- (d) Where an issue before the Iwi Trust is of significant concern, or directly affects Ngāti Hāua marae and/or environment, the Iwi Trust will hold a hui-ā-iwi to allow the Ngāti Hāua community to consider the issue(s) and advise the Iwi Trust on their thoughts of an appropriate course of action.
- (e) A resolution signed by all the Trustees will be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and constituted. Such a document may consist of one or more documents in like form each signed by one or more Trustees. The Secretary must send a copy of any such resolution to all Trustees within 10 days following the passing of the resolution.
- (f) The Secretary must give the Trustees at least 10 days' notice of the time, date and place of such meetings. The notice need not be in writing and the time may be shortened by the unanimous agreement of all Trustees. Meetings of the Trustees may be held by way of personal meeting or by teleconference, videoconference, Skype or using any other technology that allows the Trustees forming a quorum to speak, hear and interact with each other, with such ability to interact to be confirmed by each party verbally at the start of that meeting.
- (g) The Secretary must take full and proper minutes of all resolutions and proceedings at all meetings of the Trustees and must send copies of the minutes to all the Trustees within 10 days following each meeting.

29. Clause 29 is deleted.

30. Clauses 30, 31, 32 and 33 are deleted and replaced with the following clauses:

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Chairperson of the Trust

31. At the first meeting of Trustees following the date of this deed or at any other time when the position becomes vacant, the Trustees must appoint by majority vote, one of their number to act as Chairperson. The Chairperson is responsible for:
- (a) Ensuring the Trust deed is adhered to;
 - (b) Convening meetings and establishing whether or not a quorum is present;
 - (c) Chairing meetings including deciding who may speak and when.
32. The Chairperson may step down as Chairperson at any time by giving notice in writing to the other Trustees. For the avoidance of doubt, the Chairperson may remain as Trustee of the Trust even if that Trustee is no longer acting as Chairperson.

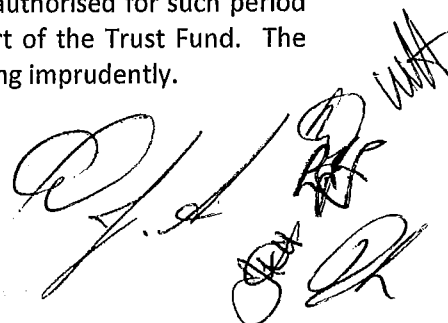
Secretary of the Trust

33. At the first meeting of Trustees following the date of this deed or at any other time when the position becomes vacant, the Trustees must appoint by majority vote a person to act as Secretary for the Trust. The Secretary may also be a Trustee but must not also be the current Chairperson. The Secretary may be an employee of the Trust. It will be the duty of the Secretary to keep usual records of the business of the Trust and to undertake all other matters required of the Secretary in terms of this deed.

33. Clauses 36 and 39 are deleted and the following clauses are inserted:

Limitation of Liability of the Trustees:

39. A Trustee or former Trustee will not be liable for any loss:
- (i) Where the Trustee has acted prudently; and
 - (ii) Where the loss arises in the course or as a result of the exercise of any power granted by this deed; and
 - (iii) Which is not attributable to that Trustee's own dishonesty or to the willful commission or omission of any act known to that Trustee to be a breach of trust.
40. Sections 13B, 13C and 13E of the Trustee Act 1956 will not apply to a Trustee to whom this clause i.a.i.30.39 applies.
41. The Trustees are specifically authorised for such period as the Trustees think fit not to diversify the Trust Fund. The Trustees are specifically authorised for such period as the Trustees think fit to retain any assets forming part of the Trust Fund. The Trustees acting as authorised by this clause will not be acting imprudently.



42. No Trustee or former Trustee will be bound to take or be liable for failure to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by that co-trustee.
43. Every Trustee or former Trustee will be absolutely indemnified out of the Trust Fund for all liabilities incurred by that Trustee in the exercise or attempted exercise of any trust, power, authority or discretion vested in the Trustees, and will have a lien on and may use money forming part of the Trust Fund for the purposes of this indemnity.
34. The following additional clauses will be inserted into the Deed of Trust as numbered:

Remuneration of Trustees:

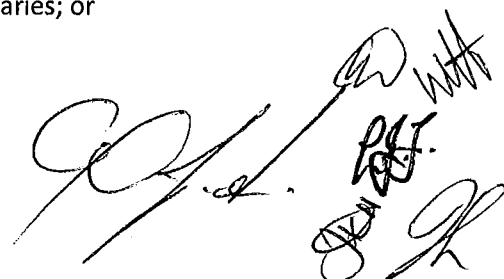
44. Any trustee will be entitled to charge and receive all usual professional and other charges for work done by them or their firm in connection with the Trust Fund including acts which the Trustees could have done personally.
45. Where a Trustee is a company owned by professional persons that company will be entitled to charge for its services.
46. Where a Trustee is a company owned by professional persons, those persons will be entitled to charge and receive all usual professional and other charges for work done by those professional persons.

Trustees' additional Conflict of Interest Duties

47. The Trustees are entitled to enter into any contract and to act and exercise all of the powers conferred on them notwithstanding that their interests in any private capacity or duties as trustees of any other trust, or another Ngāti Hāua or Hinengakau Iwi Trust or as shareholders in or directors of any company conflict with their duties as Trustees of the Trust.
48. A Trustee who is in any way, whether directly or indirectly, interested in any matter in terms of clause 47 must declare the nature of his or her interest at a meeting of the Trustees.
49. A Trustee, having declared his or her interest in accordance with clause 48 will be counted in the quorum present at the meeting but must not vote in respect of the matter in which the Trustee is interested.

Modifications:

50. The Trustees, may amend or vary this trust deed by a majority of Trustees in the following circumstances:
- a. To make any amendment which is of a formal, minor or technical nature; or
 - b. To correct a manifest error; or
 - c. To make any variation which, in the opinion of the Trustees, is not materially prejudicial to the interest of any of the Beneficiaries; or

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- d. To make any variation which is required to enable incorporation of the Trust pursuant to the Charitable Trusts Act 1957 or registration of the Trust pursuant to the Charities Act 2005; or
- e. For any other reason, the trustees deem necessary.

Incorporation and Registration under the Charities Act 2005

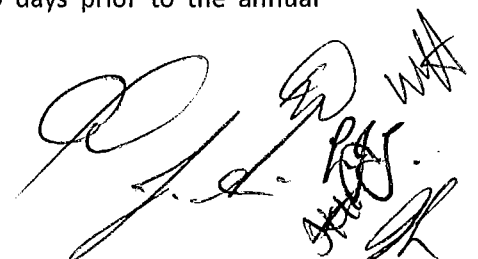
- 51. The Trustees may, if the Trustees decide it is in the best interests of the Beneficiaries, apply for:
 - a. Incorporation under Part II of the Charitable Trusts Act 1957; and/or
 - b. Registration as a charitable entity under the Charities Act 2005.
- 52. If the Trustees decide to incorporate the Trust in accordance with clause a, the Trust must have a common seal that will:
 - a. Be in the custody of and under the control of the Trustees;
 - b. Not be affixed to any instrument except pursuant to a resolution of the Trustees. Every affixing of the common seal must be witnessed by two Trustees and those Trustees must sign every instrument to which the common seal is affixed in their presence.

Auditor and Finance

- 53. All money received on account of the Trust must be paid into the Trust's bank account.
- 54. The signatories for cheques and/or electronic transactions drawn on the Trust's bank account will be as resolved from time to time by the Trustees.
- 55. An auditor, who must not be a Trustee, must be appointed at each annual general meeting of the Trust. The auditor must, as a minimum requirement, be a member of the New Zealand Institute of Chartered Accountants and may receive payment for services.
- 56. The financial year for the Trust will end on 30 June of each year or such other date as the Trustees from time to time resolve.

Annual Report and Accounts

- 57. Prior to each annual general meeting of the Trust, the Trustees must arrange the preparation of the annual report and accounts for the Trust. The report and accounts may be in such form and specify such particulars as the Trustees from time to time prescribe but in any event must include a statement of the assets, liabilities, investments, income, expenditure and distributions of the Trust and any changes to investments since the last annual report and accounts.
- 58. The annual accounts must be audited and a copy of the annual report and audited accounts must be provided to the Trustees at least 10 days prior to the annual general meeting of the Trust.

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Kāhui Kaumātua

59. The Trust will support a council of elders who may be consulted to seek guidance in relation to matters of tikanga, whakapapa and any other matter. The Kāhui Kaumātua may attend and participate in Ngāti Hāua Iwi Trust meetings in an advisory capacity as of right.
60. The role of the Kāhui Kaumātua shall be in accordance with Schedule Three of the Trust Deed.

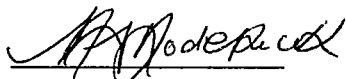
Notices

61. Any notice in writing given in terms of the 2001 Deed of Trust may be delivered personally, sent by ordinary post, or sent by electronic mail (email). Notices sent by post will be deemed to have been received three days after posting, unless returned or clear notice to the contrary is given.
35. To add the following schedules to the Deed:
- (a) Schedule One – Specific powers of the Trustees;
 - (b) Schedule Two – Election of Trustees;
 - (c) Schedule Three – Kāhui Kaumātua

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Signed by **Eugene Topine** as one of the)
Trustees in the presence of:)





Signature of witness

Michelle Rodrick

Name of witness

Manager

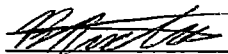
Occupation

R 96, Matahiwi, Whanganui River Rd
Address Whanganui 4576.

Signed by **Teresa Hall** as one of the **Trustees** in)
the presence of:)

)  _____

)



Signature of witness

Brett Anderson

Name of witness

Student

Occupation

75 / 72 Tory Street, Te Aro, Wellington
Address



Signed by **Iulia Leilua** as one of the **Trustees** in)
the presence of:)

Iulia Leilua

I. Hall

Signature of witness

CEE HALL

Name of witness

GUIDE

Occupation

RDB RIVER RD WHANGANUI

Address

Signed by **James Anderson** as one of the)
Trustees in the presence of:)

James Anderson

Uk Houwapa

Signature of witness

Name of witness

Verna Kura Houwapa

Occupation

Beneficiary

Address

8 Lindsey Cres
Springvale
Whanganui

James Anderson
Iulia Leilua
James Anderson
Iulia Leilua
James Anderson
Iulia Leilua

Signed by Lois Tūtemahurangi as one of the)
Trustees in the presence of:)

Lois Tūtemahurangi

L Hall

Signature of witness

LEE HALL

Name of witness

GUIDE

Occupation

RD6 RIVER RD WHANGANUI

Address

Signed by Rūmātiki Linda Henry as one of the)
Trustees in the presence of:)

LH

M Doderick

Signature of witness

Michelle Roderick

Name of witness

Manager

Occupation

RD6, Matahiwi, Whanganui River Rd
Whanganui 4576.

Address

RD6
Whanganui
4576

Signed by William Huch as one of the Trustees)
in the presence of:)

) WILLIAM HUCH
)

L Hall

Signature of witness

LEE HALL

Name of witness

GUIDE

Occupation

RD 6 RIVER RD WHANGA NOU

Address

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SCHEDULE ONE

Specific Powers of the Trustees

1. Sell:

(a) To sell all or any part of the property comprising the Trust Fund either by public auction or private contract and in such manner and subject to such terms and conditions as the Trustees think fit with power to allow the whole or any part of the purchase money to remain on mortgage of the property sold.

(b) If the sale of any property is to a limited liability company or a trustee for a company to be incorporated to accept either in full or in part satisfaction of the purchase price such shares or debentures or other securities of the company as the Trustees think fit.

2. Lend:

To lend the whole or any part of the Trust Fund to any person or persons (including any trustee or beneficiary of the Trust Fund) or company with or without interest and with or without security and upon such other terms and conditions as the Trustees in their discretion think fit.

3. Lease:

To let or lease or bail to any person or corporation (including any trustee of the Trust Fund) any part of the Trust Fund at such rent and for such period and subject to such terms and conditions as the Trustees think fit including an optional or compulsory purchase clause and also to accept surrenders of leases, tenancies, and bailments.

4. Deal with Real Property:

To take on lease, purchase, or otherwise acquire any real and personal property and any interest in such property from any person or corporation (including any trustee of the Trust Fund) for such period, at such rent, and subject to such terms and conditions as the Trustees think fit including an optional or compulsory purchase clause and also to surrender leases, tenancies, and bailments.

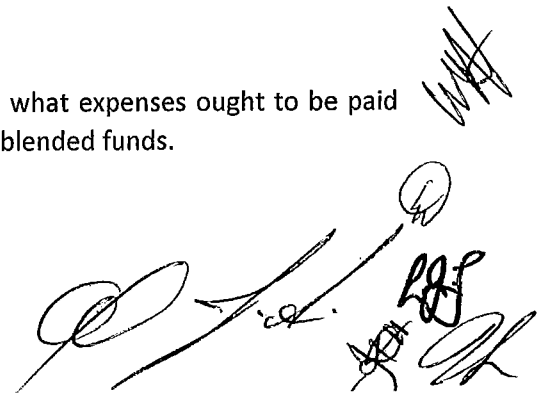
5. Carry on Business:

(a) To commence any business, including the business of farming, or any interest in a business, or acquire from any person or corporation (including any trustee of the Trust Fund) any business, and to carry on such business either alone or in partnership with others (including any trustee of the Trust Fund).

(b) To carry on and manage any such business in such manner as the Trustees think fit.

6. To Determine Capital and Income:

To determine whether any money is income or capital and what expenses ought to be paid out of income and capital respectively and also to apportion blended funds.

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7. Company Dealings:

- (a) To promote or form a company, or concur in any steps or proceedings which may be taken to promote or form a company for the purpose of purchasing or acquiring any undertaking, business, or assets which or an interest in which forms part of the Trust Fund or which the Trustees think it advantageous to acquire, or the undertaking, business, or assets of any company in which the Trustees hold shares.
- (b) To sell any undertaking, business, or assets forming part of the Trust Fund to any company or a trustee for any company proposed to be formed.
- (c) To carry out and complete any scheme or arrangement for the amalgamation of any company in which the Trust Fund has an interest whether by way of shareholding or otherwise, with any other company on such terms as to price, method of payment, and other terms as the Trustees think fit.
- (d) To employ in any business or withdraw from any business the whole or any part of the capital of the Trust Fund and at any time to advance to or employ in any business, with or without taking security, any additional capital and any income of the Trust Fund which the Trustees consider advisable for the more effectually carrying on the business.
- (e) To arrange for and agree to the introduction at any time from any other person or persons (including any trustee of the Trust Fund) or company as a partner or partners in any business and to enter into a partnership agreement on such terms and conditions as the Trustees think fit.
- (f) To ascertain and agree to the value of the interest of the Trust Fund in any partnership business and on withdrawing from any such business to procure the immediate payment of the value of the interest of the Trust Fund in it or to allow the whole or any part to remain in the business, for so long and on such terms as the Trustees think fit, as a loan with or without security repayable by instalments or otherwise and bearing interest at such rate as the Trustees think fit, or alternatively not bearing interest.

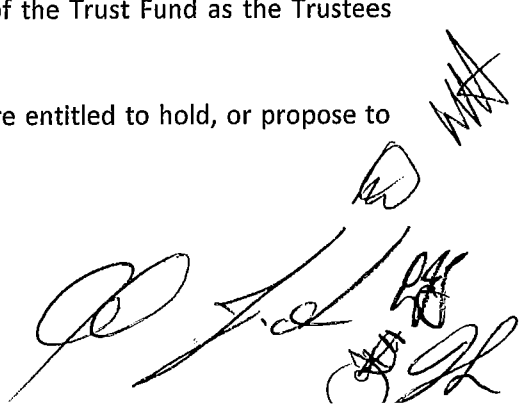
8. Deal with Part of the Trust Fund:

To consent to and join in the partition of any assets an interest in which forms part of the Trust Fund and/or to take a transfer of, or a transfer of an undivided share or interest in, any such interest and to settle and agree upon a value of those assets and to receive or pay or agree to pay such money as the Trustees think proper by way of equality on the division of those assets, and any such partition, valuation, and payment shall be final and binding on all persons beneficially interested in the Trust Fund.

9. Maintain and Improve Property:

To maintain, manage, improve and develop any real or personal property which or an interest in which forms part of the Trust Fund in such manner as the Trustees think fit and for that purpose to pay and apply such of the capital and income of the Trust Fund as the Trustees think fit.

10. In respect of any company in which the Trustees hold, or are entitled to hold, or propose to hold, shares:

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- (a) To act as director or directors of the company either alone or in conjunction with others and to receive and retain without being liable to account for them any director's fees or other director-related remuneration.
- (b) To provide out of the Trust Fund further capital for the company either by way of loan (with or without security) deposit on current account, or otherwise, or by guarantees (with or without security), or by taking shares in the company, or in such other manner as the Trustees think fit.
- (c) To concur on such terms as the Trustees think fit in the winding up or reconstruction or amalgamation of any company or in the modification of the regulations under which it operates, and to concur in the modification of, or to surrender, any of the rights attached to all or any of the shares in the company, and exercise in such manner as the Trustees think fit any powers which by the regulations of the company are vested in the Trustees as directors or members of it.
- (d) On the winding up or reconstruction or amalgamation of any company to accept shares or other interests in or securities of the company or any other company as the consideration or part of the consideration and generally to act in relation to the company in such manner as the Trustees think best calculated to benefit the Trust Fund.

11. Borrow:

To borrow money from any person (including a Trustee of the Trust Fund) with or without security at such rate of interest and for such period and upon such other terms and conditions as the Trustees think fit.

12. Guarantee:

To enter into any guarantees, either alone or with any other person or persons, and to authorise any company in which the Trustees hold shares to enter into any such guarantee or any other arrangement and to support such guarantees by any mortgage or charge.

13. Charges:

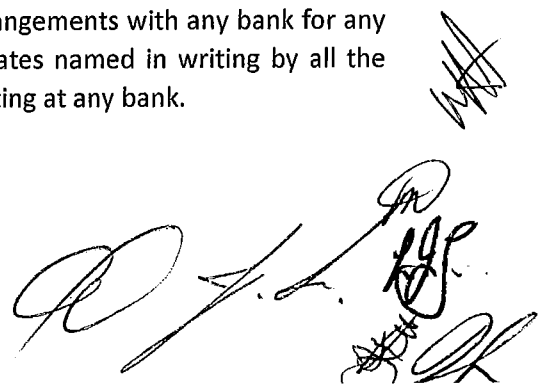
To renew, vary or re-arrange any mortgages, charges or debts payable out of the Trust Fund, and any guarantees.

14. Diversification at the Discretion of the Trustees:

To allow any property coming into the hands of the Trustees to remain in its existing form for so long as the Trustees think fit.

15. Bank Accounts:

To open accounts either on their own behalf or jointly with others at any bank, and to overdraw any such account with or without giving security, and in addition to the powers conferred by section 81 of the Trustee Act 1956 to make arrangements with any bank for any one or more of the Trustees, and/or any delegate or delegates named in writing by all the Trustees, to operate on any account from time to time subsisting at any bank.

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16. Incorporate and Registration under the Charities Act 2005:

To apply for incorporation under Part II of the Charitable Trusts Act 1957 and/or to apply for registration as a charitable entity under the Charities Act 2005.

17. Insurance:

To insure against loss or damage by any cause whatsoever any insurable property on terms and conditions as the Trustees in their absolute discretion think fit.

18. Employ:

(a) To employ and discharge such employees and professional person or persons (including any trustee of the Trust Fund) as the Trustees think fit and to pay such fees, salaries, wages, or other remuneration as the Trustees think fit.

(b) At their discretion instead of acting personally to employ and pay any person, firm, or company to do any act relating to the Trust Fund including the receipt and payment of money, without being liable for any loss incurred.

19. Delegate to Committees:

To delegate any of the powers and duties to any committee, or committees, consisting of such of the Trustees (or such other persons) as they may appoint for such purpose.

(a) To seek advice from such specialist advisors as the Trustees see fit in order to assist the Trustees with any aspect of the Treaty settlement process including, but not limited to, legal and strategic advisors.

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SCHEDULE TWO

ELECTION OF TRUSTEES

1.1 A person shall not be permitted to be a Trustee if he or she:

- a) Is ~~not~~ 18 years of age and registered on the Ngāti Hāua Iwi Trust – Iwi Register; or
- b) Is an undischarged bankrupt; or
- c) Has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1933 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- d) Has ever been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993; or
- e) Has been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993; or
- f) Has ever been removed as a trustee of a trust by order of a Court on the grounds on breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily; or
- g) Is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.

1.2 Trustees are not to be Trust employees

A Trustee shall not be an employee of the Trust

1.3 Number of Trustees to be limited

There shall be no more than seven (7) and not less than five (5) trustees.

2. TERM OF OFFICE

2.1. Term of Office

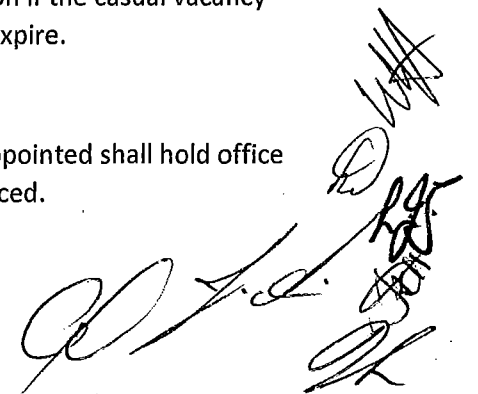
Trustees from time to time shall hold office until such time as their position comes up for re-election in accordance with this rule provided that no Trustee shall hold office for longer than three years without facing re-election.

2.2. Casual vacancies

Should any casual vacancy arise as a result of a Trustee ceasing to hold office prior to the expiry of that Trustee's term of office then that vacancy shall be filled by the holding of a further election provided that the Trust shall have the discretion not to hold such an election if the casual vacancy occurs less than six months before the original Trustee's term was due to expire.

2.3. Term of casual appointments

In the case of a Trustee elected pursuant to rule 2.2 the Trustee thereby appointed shall hold office for the balance of the term of office of the Trustee that he or she has replaced.



TIMING OF ELECTIONS

3.1. Timing

The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under rule 2.2, be concluded by the date of the annual general meeting of the Trust in that Income Year.

4. MAKING OF NOMINATIONS

4.1. Calling for nominations

The Trust shall give notice calling for nominations for those Trustee positions for which elections are required at least 21 days before the date of the election, and in any event in sufficient time for the election to be concluded. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with the trust or such other person as the notice directs.

4.2. Timing for nominations

All nominations must be lodged with the Trust no later than the date of the advertised Hui-a-tau (AGM).

4.3. Form of notice

All notices given under this rule may be given in the following manner:

- a) By newspaper advertisement published on at least two separate days and/or any provincial newspaper circulating in regions where the Trust considers that a significant number of Ngāti Hāua Iwi Trust Uri reside; and
- b) By such other means as the Trust may determine.

4.4. Inclusion of Invitation to register

Any such notice outlined in 4.1 of this schedule shall also invite applications from persons who wish to be nominated or wish to nominate another person but are not Adult Registered Members for inclusion of their name in the Ngāti Hāua Iwi Trust – Iwi Register, and shall set out the date upon which the registrations for those wishing to be nominated or wish to nominate another person close, being the same date as that fixed as the latest date for making and lodging nominations.

4.5. Nomination

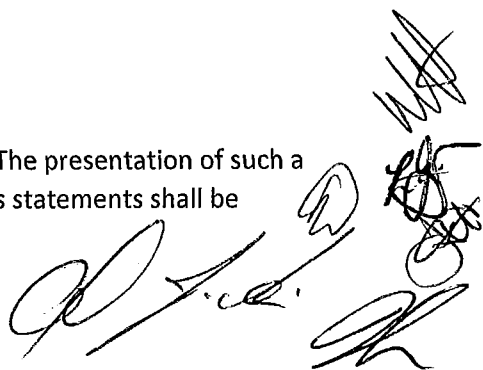
The nomination of a candidate for election as a Trustee shall be

- a) in writing or from the floor at the Annual General Meeting.
- b) Nominations are to be endorsed/seconded by not less than two (2) Adult Ngāti Hāua Iwi Trust – Iwi Registered members shown on the Ngāti Hāua Iwi Trust – Iwi Register as being entitled to vote in respect of the election of that candidate and agreed to by the person nominated.

HOLDING OF ELECTIONS

5.1. Mode of voting at elections

Any nominee may make a statement to the regarding their nomination. The presentation of such a statement shall take no longer than five minutes. The order of nominee's statements shall be



determined by the Officer presiding over the election using a random selection process. To be elected, a candidate must receive votes marked with his or her name from a majority of the eligible voters in attendance at the AGM. A candidate can withdraw at any time from subsequent votes.

This will occur by way of secret ballot at the advertised AGM or special meeting for the purpose of electing Trustees to the Trust.

Scrutineers who are not nominees or nominators are to be confirmed at the AGM by the officer presiding over a vote will act as tellers.

Majority rules.

Pre-voting and voting by proxy are not permitted

5.2. No election Equal Nominations to Equal Vacancies

In the event that the total number of nominations is equal to the total number of vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

5.3. Eligibility to vote

a) Each Adult Member (18 years of age and over) is eligible to vote in an election, provided that they are a registered on the Ngāti Hāua Tribal Register and affiliate to the marae/hapū as listed in schedule one.

5.4. Record of the Meeting

- a) The minutes shall record the nominees nominated for each position and the elected nominee.
- b) A nominee may request that the statement made to the Board in respect of their nomination be recorded in the minutes of the meeting.

6. NOTICE OF ELECTIONS

6.1. Notice to be given

Where an election is required a closing date for the election is to be identified (being the last day upon which a vote may be validly cast in the election).

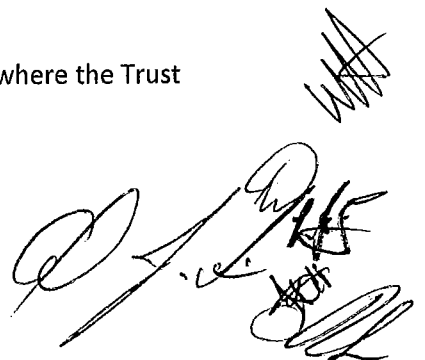
6.2. Period of notice

The Trust shall give not less than 21 days' notice of the closing date for the elections and the method by which votes may be cast as set out in 6.3.

6.3. Method of giving notice

Notice may be given by;

- a) Inserting a prominent advertisement on at least (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trust considers that a significant number of Member of Ngāti Hāua Uri reside; and
- b) Advertising on a radio station or radio stations broadcasting in the districts where the Trust consider that a significant number of Member of Ngāti Hāua Uri reside.



7. RETENTION OF ELECTION RECORDS

7.1. Compiling and sealing voting records

The Officer of Elections shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The election officer shall endorse upon the sealed packet a description of the contents of that packet together with the details of the election to which the packet relates and the final date for voting in that election. The election officer shall then sign the endorsement and forward the sealed packet to the Trust.

7.2. Retention and disposal of packets

The sealed packets received from the officer of elections shall be safely kept unopened by the Trust for a period of one year from the closing date for voting in the election to which the packet relates. Upon the expiry of that one year period the packets shall be destroyed unopened.

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SCHEDULE THREE

KĀHUI KAUMĀTUA

1. Ngāti Hāua Iwi Trust will support a council of elders who may be:
 - a. consulted to seek guidance in relation to matters of tikanga, whakapapa and any other matter. The Ngāti Hāua Iwi Trust Kāhui Kaumātua may attend and participate in Ngāti Hāua Iwi Trust meetings in an advisory capacity as of right; and
 - b. To review Ngāti Hāua registration applications and whakapapa validation forms for those who wish to vote but do not wish to register with Ngāti Hāua. The Ngāti Hāua Kāhui Kaumātua committee's role is to determine in respect of any application by any person who wishes to be a registered member of Ngāti Hāua and/or who wishes to vote that the person descends by whakapapa from ngā uri o Ngāti Hāua or is a whangai of an iwi member.

A cluster of handwritten signatures and initials in the bottom right corner of the page. The signatures are in black ink and appear to be of various individuals, some with more formal names and others with initials or first names.



10040007296

FORM OF APPLICATION FOR INCORPORATION AS A BOARD

Section 7(3)

WN 1178428

**FORM 1
THE CHARITABLE TRUSTS ACT 1957
APPLICATION FOR INCORPORATION OF TRUSTEES AS A BOARD**

- 1 We, being the trustees for **NGATI HAUA IWI TRUST** hereby apply 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 **NGATI HAUA IWI TRUST BOARD**
- 3 The registered office of the Board is **Greer and Wong Ltd
233 Broadway Avenue
PALMERSTON NORTH**
- 4 This application is made with the authority of the trustees of the said trust (Note this trust is not a society)
- 5 The said trust is not at present incorporated
- 6 The following documents are attached to the application
 - (a) Certified copy of Deed of Trust, and
 - (b) Statutory Declaration as per Section 10(2) of the Charitable Trusts Act 1957

DATED this

9th

day of

November

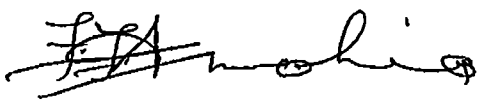
2001

P# 08

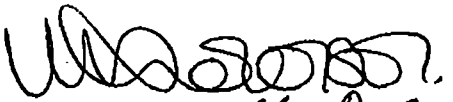
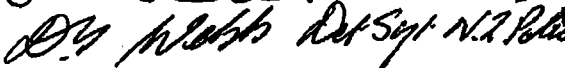
- 4 DEC 2001

NATIONAL PROCESSING CENTRE
03 DEC 2001
RECEIVED

**SIGNATURES OF THE TRUSTEES OF THE TRUST WHO ARE MAKING
APPLICATION TO BE INCORPORATED AS A TRUST BOARD**

NAME	ADDRESS	OCCUPATION	SIGNATURE
Archie Tairaoa	18 Rangaroa Road Taumarunui	Consultant	
Robert Herbert	3 Tuku Street Matapuna Taumarunui	Retired	
Florence Amohia	10 McDonald Place Riverdale Palmerston North	Retired Manageress	
Dorothy Norman	5 Waipareno Crescent Pukawa Bay Turangi	Retired	
Makarita Rameka	57 Makere Street Matapuna Taumarunui	Health Worker	
Kevin Amohia	10 McDonald Place Riverdale Palmerston North	Retired Farmer	
Godfrey Phillips	RD 6 Okahukura Taumarunui	Retired Carpenter	

WITNESS OF THE SIGNATURES


 **DEPUTY REGISTRAR**
DISTRICT COURT
TAUMARUNUI

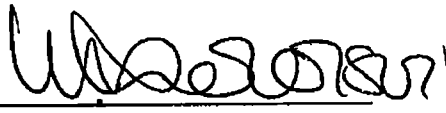
STATUTORY DECLARATION

I, FLORENCE AMOHIA of Palmerston North, Retired Manageress, do solemnly and sincerely declare that

- 1 I am one of the trustees of the Ngati Haua Iwi Trust under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith
- 2 That there are no trusts (other than those set out in the said Deed of Trust) under which the said Applicants for Incorporation hold any property

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act, 1957

DECLARED at Taurimani this 9th day of NOVEMBER 2001
before me


Justice of the Peace,
Solicitor or Notary Public

DEPUTY/REGISTRAR
DISTRICT COURT
TAIMARUNUI

STATUTORY DECLARATION

I, **ROBERT HERBERT** of Taumarunui, Retired, do solemnly and sincerely declare that

- 1 I am one of the trustees of the Ngati Haua Iwi Trust under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith
- 2 That there are no trusts (other than those set out in the said Deed of Trust) under which the said Applicants for Incorporation hold any property

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act, 1957

DECLARED at Taumarunui this 12th day of November 2001
before me



Justice of the Peace,
Solicitor or Notary Public

DEPUTY/REGISTRAR
DISTRICT COURT
TAUMARUNUI

STATUTORY DECLARATION

I, **GODFREY PHILLIPS** of Taumarunui, Retired Carpenter, do solemnly and sincerely declare that

- 1 I am one of the trustees of the Ngati Haua Iwi Trust under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith
- 2 That there are no trusts (other than those set out in the said Deed of Trust) under which the said Applicants for Incorporation hold any property

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act, 1957

DECLARED at *Taumarunui* this *9th* day of *November* 2001
before me



~~Justice of the Peace,~~
~~Solicitor or Notary Public~~

DEPUTY/REGISTRAR
DISTRICT COURT
TAUMARUNUI

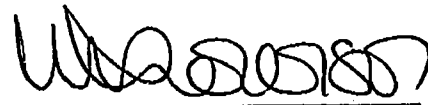
STATUTORY DECLARATION

I, **KEVIN AMOHIA** of Palmerston North, Retired Farmer, do solemnly and sincerely declare that

- 1 I am one of the trustees of the Ngati Haua Iwi Trust under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith
- 2 That there are no trusts (other than those set out in the said Deed of Trust) under which the said Applicants for Incorporation hold any property

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act, 1957

DECLARED at *Taimarua* this *9th* day of *November* 2001
before me



Justice of the Peace,
~~Solicitor or Notary Public~~

DEPUTY/REGISTRAR
DISTRICT COURT
TAIMARUA

STATUTORY DECLARATION

I, **MAKARITA RAMEKA** of Taumarunui, Health Worker, do solemnly and sincerely declare that

- 1 I am one of the trustees of the Ngati Haua Iwi Trust under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith
- 2 That there are no trusts (other than those set out in the said Deed of Trust) under which the said Applicants for Incorporation hold any property

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act, 1957

E M Rameka.

DECLARED at *Taumarunui* this *9th* day of *November* 2001
before me



Justice of the Peace,
~~Solicitor or Notary Public~~

DEPUTY/REGISTRAR
DISTRICT COURT
TAUMARUNUI

STATUTORY DECLARATION

I, **DOROTHY NORMAN** of Turangi, Retired, do solemnly and sincerely declare that

- 1 I am one of the trustees of the Ngati Haua Iwi Trust under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith
- 2 That there are no trusts (other than those set out in the said Deed of Trust) under which the said Applicants for Incorporation hold any property

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act, 1957

DECLARED at
before me

Pukawa this *12th* day of *November* 2001

Dee Webb

Justice of the Peace,
Solicitor or Notary Public

Det/Sgt. Zera
N.Z. Police

DATED

2001

Between

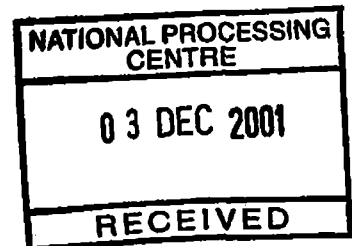
**KEVIN H AMOHIA
("the Settlor")**

and

**ROBERT W HERBERT, FLORENCE T AMOHIA, DOROTHY TE K K
NORMAN, MAKARITA TE R RAMEKA, KEVIN H AMOHIA,
GODFREY PHILLIPS
("the Trustees")**

**DEED OF TRUST FOR
NGATI HAUA IWI TRUST**

**WALTERS WILLIAMS & Co
Barristers & Solicitors
Level 1, Windsor Court
128-136 Parnell Road
Parnell, Auckland
New Zealand**



DEED OF TRUST FOR NGATI HAUA IWI TRUST

THIS DEED is dated the 12th day of November 2001

BETWEEN KEVIN H AMOHIA of Palmerston North, Retired Farmer ("the Settlor")

AND The said ~~ARCHIE TE A TAIAROA~~ of Taumarunui, Consultant, **ROBERT W HERBERT** of Taumarunui, Retired, **FLORENCE T AMOHIA** of Palmerston North, Retired Manageress, **DOROTHY TE H H NORMAN** of Turangi, Retired, **MAKARITA TE R RAMEKA** of Taumarunui, Health Worker, **KEVIN H AMOHIA** of Palmerston North], Retired Farmer, **GODFREY PHILLIPS** of Taumarunui, Retired Carpenter, ("the Trustees")

WHEREAS

- A. THE Trustees**, as an expression of their commitment to Te Tiriti o Waitangi and to the empowerment of the Maori community of Taumarunui ki Whanganui, wish to enable the adequate provision of services to ensure the economic, social, cultural and educational development of Ngati Haua and te iwi Maori in the Whanganui region
- B. THE Trustees** will be acquiring property and assuming various rights and obligations for the purpose of establishing and operating such community services and will hold the same upon trust, and this Deed is for the purpose of declaring and establishing such trust
- C. IT** is intended that the Trust will be incorporated under the Charitable Trusts Act 1957
- D. THE Settlor** wishes to establish a Trust within the Ngati Haua Tribal District of Taumarunui ki Whanganui whose primary objective shall be the provision of various community services to te iwi Maori and concurrently the sum of **TEN DOLLARS (\$10)** is paid by way of gift to the Trustees to be held on the Trust set out in this Deed
- E. THE Trustees** have agreed to hold the sum mentioned above and any other property which they may acquire or which the Settlor or any other person may assign, transfer, deliver or otherwise set over or appoint to the Trustees for the purposes and on the trusts set out in this Deed

RWH
GSO
[Signature]
[Signature]
[Signature]

NOW THIS DEED WITNESSES:**KO TE INGOA - NAME**

- 1 The Trust is hereby confirmed and shall continue to be called "**NGATI HAUA IWI TRUST**". The Trustees and their successors in office shall collectively be called "**NGATI HAUA IWI TRUST BOARD**" (hereinafter referred to as "the Board")
2. It is intended that the Trust shall be a Charitable Trust and that the Trustees shall apply for incorporation of the Trust under the Charitable Trusts Act 1957

KO NGA KUPU WHAKAMARAMA - INTERPRETATION

- 3 For the purposes of this Deed

- (a) "Chairperson" means the Chairperson from time to time appointed under paragraph 28
- (b) "Charitable purpose" means and includes that term as defined by the Charitable Trusts Act 1957, and also means and includes every charitable purpose (whether religious, educational or otherwise) within New Zealand which shall be regarded as charitable by the law for the time being in New Zealand **PROVIDED THAT** any such charitable purpose shall also be regarded as charitable under any statute regulation or ordinance of New Zealand relating to income tax, estate duty, gift duty or any other statute for the time being in force in New Zealand
- (c) "Income" means
 - (i) All net income being dividends, rent, interest or other income derived from the Trust fund, as and when the same shall be received, and
 - (ii) All net income derived from business activities, as and when the same shall be received in each financial year, after payment of all expenses relating to the Trust fund
 - (iii) Those expenses shall include all expenses and outgoings related to the administration, working, management and maintenance of the Trust fund. In particular they shall include all rates, taxes, insurance premiums, depreciation charges, repairs or maintenance, interest, rent, salary or other outgoings of any kind however payable or chargeable
- (d) "Secretary" means the Secretary from time to time appointed under paragraph 29

Handwritten signatures and initials:
 2mr (with a large circular stamp)
 J.S.S.O.
 J.H.

- (e) **“The Trust” means the “NGATI HAUA IWI TRUST” constituted by this Deed**
- (f) **“Trust fund” means**
 - (i) **The sum of \$10 given by the Settlor to the Trustees and held by them for the purposes of the Trust,**
 - (ii) **All moneys investments in property, both real and personal, which may be received and accepted by the Board as additions to the Trust fund, and**
 - (iii) **Investments and property from time to time representing the above and accretions to those investments and properties**

4 **EXCEPT** where the context otherwise requires

- (a) Words importing the singular include the plural and vice versa,
- (b) Words importing one gender include the other,
- (c) Persons include corporations and vice versa,
- (d) References to clauses are references to the clauses of this Deed

5 THE headings are inserted for convenience and shall not effect the constitution or interpretation of this Deed

6 IF any trusts, powers or provisions herein declared and contained or the application of any of them to any person or circumstances, shall be or become void, voidable or illegal to any extent, the remainder shall not be effected and apply to the greatest extent permitted by law

KO TE KAUPAPA - OBJECTS AND PURPOSES

7 **TO** establish Maori community, economic, land based industry development, health, social, disability support and cultural services in the Ngati Haua Tribal District under the name **NGATI HAUA IWI TRUST** or such other name as the Board shall approve

8 **THE** kaupapa of the service will be within New Zealand and will include

- (a) to hold and give practical effect to Te Tiriti o Waitangi,
- (b) to promote economic, land development, social, health and disability support, cultural and educational development of te iwi Maori in the Ngati Haua Tribal District and the general Whanganui region,
- (c) to promote and foster Maori autonomy in the context of economic, social, health and disability support, cultural and educational

of economic,
educational

development and service delivery as an expression of te tino rangatiratanga,

- (d) to promote self reliance and self empowerment in economic, social, health and disability support, cultural and educational development and service delivery amongst te iwi Maori,
 - (e) to encourage, organise, undertake, cause or assist in the provision of community, health, social, disability support, educational, training and employment services to te iwi Maori,
 - (f) to assist te iwi Maori, due to impoverished conditions, with the provision of community services and advice
- 9 FEES may be charged for services at the discretion of the Trustees Any such fees shall be applied by the Trustees toward the achieving of those objectives set out in clause 7 as the Trustees may determine at their absolute discretion from time to time
- 10 THE Trustees shall employ all staff necessary to operate the Maori service and shall also be responsible for terminating services where they deem fit

KO NGA KAI TIAKI - TRUSTEES

- 11 TRUST membership shall consist of not less than five and not more than seven members and the initial members only shall be appointed by this Deed of Trust
- 12 THE Trustees appointed under paragraph 10 will operate in accordance with paragraphs 12 to 39

KO TE MANA O NGA KAI TIAKI - POWERS OF THE TRUSTEES

- ~~13 TO purchase, lease or otherwise acquire or hold real and personal property and to dispose of the same~~
- ~~14 TO employ people to carry out its objectives and to pay reasonable remuneration to those people for their services~~
- ~~15 TO receive gifts of money and property~~
- ~~16 TO invest any moneys held under this deed and to apply the income according to the kaupapa expressed in this deed~~
- 17 THE Board shall have all of the powers necessary to carry out the kaupapa of the Trust including the power to contract with the Crown or other agencies, whether public or private, for the delivery of social, economic, health, disability support, educational, training and employment services in relation to te iwi Maori and shall have all the powers and discretions conferred on them from time to time by the Trustee Act 1956

Emr RWH
850
[Signature]

18 **NOTWITHSTANDING** anything contained or implied in this deed, any person who is

- (a) a settlor or Trustee of the Trust, or
- (b) 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 1976) 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 of 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 any person

19 A person who in the course of and as part of the carrying on of his or her business a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or any company by which any business of the said Trust is carried on, be in breach of the terms of clause 17

20 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 that Trustee's interest to the other Trustees and shall not take any part whatever in any deliberations of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust

KO NGA MAHI A NGA KAI TIAKI - BUSINESS OF THE TRUSTEES

21 **THE** initial Trustees will be the signatories to this Deed The Trustees shall be of Ngati Haua descent and be registered beneficiaries of Ngati Haua Iwi Incorporated and its successors The Trustees may retire or resign at any time ~~and may be replaced by other persons appointed by the remaining Trustees who shall consult with Ngati Haua Iwi and its successors in respect of such appointments.~~

22 ~~THE Board may at its absolute discretion from time to time appoint new Trustees as the need arises but the Trustees shall not number less than five or more than seven at any one time and in making such appointments the Trustees shall have regard to~~

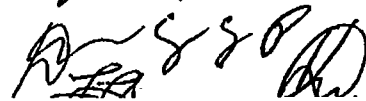
- (a) ~~the necessary skills, experience, qualifications and expertise of prospective Trustees to ensure that the objectives of the Trust can continue to be achieved,~~

Handwritten signatures and initials:
 S. H. R. W. H.
 R. S. S. O.
 B. A. - R. E.

- ~~(b) the experience of the prospective Trustee in economic, social, health, training and employment, cultural and educational development and service delivery and a commitment to the revitalisation of the Maori community;~~
 - ~~(c) the understanding of the prospective Trustee of the kaupapa of the Trust and support such kaupapa;~~
 - ~~(d) the experience, qualifications and expertise of prospective Trustees in business, accounting, law, information technology, management, social and health services, education and cultural development and related disciplines and how such skills can be utilised by the Trust;~~
 - ~~(e) the number of persons of Ngati Haua ancestry on the Trust;~~
 - ~~(f) issues of representation in terms of Ngati Haua living in Whanganui;~~
 - ~~(g) issues of rangatahi and kaumatua representation, tane and wahine representation~~
- 23 **EVERY** Trustee must acknowledge and support the kaupapa of this trust
Any Trustee who ceases to support the kaupapa shall be removed from office in accordance with paragraph 23 and replaced in accordance with paragraph 21
- ~~24 **ANY** Trustee may resign from the Trust by forwarding a written resignation to the Secretary or any other Trustee, or shall be removed from the Trust if a majority equal to at least 75% of all of the Trustees of the Trust at any one time, vote at a meeting of Trustees for the removal of that Trustee.~~
- 25 **THE** Board shall govern, control, direct and manage the Trust and all other property held by the Trust and may appoint, employ and remunerate officers, managers and servants and may make, amend and rescind rules and regulations for the conduct management and administration thereof For the avoidance of doubt, the Trustees shall administer and manage the business and all activities of the Trust and shall have responsibility over all and any staff including any Managers that may be appointed from time to time by the Trustees
- 26 **NO** private pecuniary profit shall 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 and proper remuneration to any officer or servant of the Trust whether a Trustee or not in return for services actually rendered to the Trust,

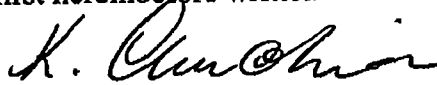
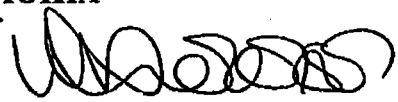
Emr Avel
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- (c) any Trustees may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm of entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust,
 - (d) any Trustee may retain any remuneration properly payable to that Trustee by any company associated with the Trust which may be in any way concerned or involved or for which that Trustee had 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
- 27 ~~THE Board will meet as often as necessary but must meet in a general meeting which is open to public participation once a year This meeting shall be known as the annual general meeting At this meeting the Board shall report on the Trust's operation for the past year~~
 - 28 ~~THE Trustees shall elect a Chairperson at the annual general meeting who will hold office for five years or for a lesser term if he or she resigns or is removed from office in accordance with paragraphs 22 and 23~~
 - 29 ~~THE Trustees shall elect a Secretary at the annual general meeting who will hold office for five years or for a lesser term if he or she resigns or is removed from office in accordance with paragraphs 22 and 23~~
 - 30 ~~THE Chairperson of the Trust and any one other Trustee or any two Trustees shall have joint signing authority in respect of any cheque drawn on any bank account of the Trust or any withdrawal from any savings account~~
 - 31 ~~IN any meeting, other than a meeting held in accordance with paragraph 24 of the Deed the Chairperson and two other Trustees shall constitute a quorum except that if the Chairperson is absent a Chairperson shall be elected by the remaining Trustees for the purpose of the meeting~~
 - 32 ~~IN any meeting of the Board decisions shall be decided by a majority vote of those present~~
 - 33 ~~THE Board has the power to co-opt to their membership individuals with specialised knowledge, skill and expertise as advisory Trustees but the advisory Trustees shall not have the power to vote on any matters concerning the business of the Trust~~
 - 34 THE Board, when constituted under the Charitable Trusts Act 1957, shall have a common seal which shall be affixed in the presence of the Chairperson and any other one Trustee
 - 35 THE Board shall be entitled to actual and reasonable reimbursement for costs incurred for their services as Trustees

- 36 ~~THE Board may revoke, add to, amend or alter these rules as they decide, but they may not revoke or otherwise alter the kaupapa of the Trust and provided that no revocation, addition or amendment shall be valid if such amendment affects or detracts from the exclusively charitable nature of the Trust~~
- 37 **THE** Trust may be wound up at any time on the passing of a resolution to wind up carried by 75% majority vote of all Trustees after a public meeting has been called and held to discuss the winding up of the Trust
- 38 **UPON** a winding up for any reason the surplus assets and funds of the Trust after payment of all liabilities shall be applied or gifted to other charitable organisations within New Zealand then operating under a similar kaupapa as may be determined by the Board or in default of their determination as may be decided on application to a judge of the High Court of New Zealand
- 39 ~~NO Trustees hereof shall be liable for any loss not attributable to his or her own dishonesty or to the lawful dishonesty or omission by him or her of any act known by him or her to be breach of trust and in particular no Trustee shall be bound to take or be liable for failure to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustees~~

IN WITNESS WHEREOF these presents have been executed the day and the year first hereinbefore written

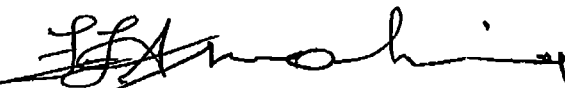

SIGNED by KEVIN H AMOHIA
as Settlor in the presence of 

DEPUTY/REGISTRAR
DISTRICT COURT
TAIARARUA

~~SIGNED by ARCHIE TE A TAIAROA
in the presence of~~


SIGNED by ROBERT W HERBERT
in the presence of 

DEPUTY/REGISTRAR
DISTRICT COURT
TAIARARUA


SIGNED by FLORENCE T AMOHIA
in the presence of 

DEPUTY/REGISTRAR
DISTRICT COURT
TAIARARUA

SIGNED by DOROTHY TE K K NORMAN
in the presence of

Dorothy Gordon Webb
Detective Sergeant 3449
N.Z. Police

SIGNED by MAKARITA TE R RAMEKA
in the presence of

M. Rameka

[Signature]

DEPUTY/REGISTRAR
DISTRICT COURT
TAIIMARI MUI

SIGNED by KEVIN H AMOHIA
in the presence of

K. H. Amohia

SIGNED by GODFREY PHILLIPS
in the presence of

[Signature]

DEPUTY/REGISTRAR
DISTRICT COURT
TAIIMARI MUI