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*Dated 8 June 2007*

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**NGATI MUTUNGA INVESTMENT CHARITABLE TRUST**

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*Handwritten signatures and initials in blue ink, including "AP" and "plb".*

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**DEED OF TRUST FOR  
NGATI MUTUNGA INVESTMENT CHARITABLE TRUST**

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*[Handwritten signatures and initials in blue ink]*

## DEED OF TRUST

*Dated 8 June 2007*

### PARTIES

**JAMIE GRANT DANIEL TUUTA** Company Director of 368 Mokau Road, Urenui, Taranaki, **MIRIAMA EVANS** Public Servant of 52 Amapur Drive, Khandallah, Wellington, **PATRICIA SHARON HURIMOANA HAAMI** Contractor of 19 Takiroa Street, Urenui, Taranaki, **EWAI HANNAH TUUTA** Retired Chef of 24 Lantana Avenue, Bell Block, New Plymouth, **AND LEWIS DAVID PAREKURA CALLAGHAN** Company Director of 33 Kiriwai Road, Paremata, Wellington, ('the Settlers')

**JAMIE GRANT DANIEL TUUTA** Company Director of 368 Mokau Road, Urenui, Taranaki, **MIRIAMA EVANS** Public Servant of 52 Amapur Drive, Khandallah, Wellington, **PATRICIA SHARON HURIMOANA HAAMI** Contractor of 19 Takiroa Street, Urenui, Taranaki, **EWAI HANNAH TUUTA** Retired Chef of 24 Lantana Avenue, Bell Block, New Plymouth, **AND LEWIS DAVID PAREKURA CALLAGHAN** Company Director of 33 Kiriwai Road, Paremata, Wellington, ('the Trustees').

### BACKGROUND

- A. Ngati Mutunga settled their historical Treaty claims with the Crown by deed of settlement dated 15 July 2005. Te Runanga o Ngati Mutunga was established by a deed of trust, called the Ngati Mutunga Charter ('Charter') dated 21 December 2005 ('the Runanga') to receive the assets of the settlement and otherwise represent the interests of Ngati Mutunga.
- B. In accordance with the Charter and the deed of settlement the assets from the settlement were vested in the Trustees in their capacity as trustees of the Runanga on 20 December 2006.
- C. Clause 6 of the Charter requires the Runanga to establish a "Investment Trust" which is to receive distributions from the Runanga and use those distributions for "Investment Activities".
- D. In accordance with clause 6 of the Charter, the Runanga hereby establishes the Ngati Mutunga Investment Charitable Trust to be the Investment Trust contemplated by the Charter and has accordingly transferred \$10.00 to the Trustees to hold upon the trusts and with the powers set out in this deed.
- E. It is contemplated that the Runanga or any other person or source may pay or transfer to the Trustees any other money or property to be hold on the same trusts and powers as set out in this deed.
- F. The Trustees have agreed to hold the funds originally transferred any other money or property paid or transferred as aforesaid, on the trusts and with the powers set out in this deed.



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**NOW THIS DEED RECORDS:**

**1. DEFINITIONS AND CONSTRUCTION**

**1.1 Terms in the Charter**

In this deed, unless the context otherwise requires, the terms set out in this deed shall have the same meaning as they have in the Charter.

**1.2 Defined terms**

In this deed, unless the context requires otherwise:

**"Annual Plan"** means the annual plan of the Trust which is prepared in accordance with clause 6.1;

**"Annual Report"** means the annual report of the Trust which is prepared in accordance with clause 5;

**"Balance Date"** means 31 March or any other date which the Trustees adopt by resolution as the date up to which financial statements are to be made in each year;

**"Chairperson"** means the chairperson of the Trustees from time to time;

**"Charter"** means the deed of trust dated 21 December 2005 which establishes Te Runanga o Ngati Mutunga and includes any amendments to that trust deed;

**"Five Year Plan"** means the five year plan of the Trust prepared in accordance with clause 6.1 and includes any amendment to that five year plan;

**"Income Year"** means any year or other accounting period ending on a Balance Date;

**"Investment Activities"** means any activity carried out in pursuit of the Runanga's Purposes which has as its principal objective investment and growth of its capital for cultural and social development purposes that benefit Ngati Mutunga, including without limitation:

- (a) The fostering of all aspects of Ngati Mutunga tikanga, reo, kawa and korero;
- (b) The provision of support and assistance to Members of Ngati Mutunga in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;
- (c) The development and enhancement of community facilities for the benefit of Ngati Mutunga; and
- (d) The provision of funding to the Members of Ngati Mutunga for the cultural and social development of the iwi.

**"Rules"** means the rules set out in the schedule to this deed;

**"Statement of Intent"** means the statement of intent that is prepared in accordance with clause 6.1 and includes any amendments to that statement of intent;

**"Trust"** means the charitable trust created by this deed;

**"Trust Deed"** means this deed;

**"Trust Fund"** means the sum of \$10 paid by the Trustees contemporaneously with the signing of this deed, and shall include all money, investments or other property paid or given to or otherwise received or acquired by the Trustees pursuant to the trusts set out in this deed;

**"Trustees"** means the trustees for the time being of the Trust whether original, additional or substituted.

### **1.3 Construction**

In the construction of this deed, unless the context requires otherwise:

- (a) a reference to an enactment is a reference to that enactment as amended, or to any enactment that has been substituted for that enactment;
- (b) the schedules to this deed form part of this deed;
- (c) headings appear as a matter of convenience and shall not affect the construction of this deed;
- (d) if there is a conflict between the schedules and the other provisions of this deed the other provisions of this deed shall prevail;
- (e) references to the singular shall include the plural and references to the plural shall include the singular; and
- (f) references to clauses and schedules shall be references to the clauses or schedules of this deed unless stated otherwise.

## **2. CREATION OF THE TRUST**

### **2.1 Declaration of trust**

The Runanga directs and the Trustees acknowledge and declare that the Trustees hold the Trust Fund upon the trusts and with the powers set out in this Trust Deed.

### **2.2 Name of trust**

The Trust created by this Trust Deed is to be known as "Ngati Mutunga Investment Charitable Trust" or such other name as the Trustees may determine by resolution from time to time.

## **3. PURPOSES**

### **3.1 Purposes**

The purpose for which the Trust is established is to receive, hold, manage and administer the Trust Fund for Investment Activities that are also charitable purposes within New Zealand. For the avoidance of doubt, and notwithstanding any other provision in this deed, the purpose of this Trust shall not extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand.

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#### **4. TRUSTEES**

##### **4.1 Appointment and removal of trustees**

The Trustees shall be appointed and removed by the Runanga in accordance with clause 7.3 of the Charter.

##### **4.2 Number of trustees**

The Trust must have no more than five and not less than three Trustees, except that the first Trustees shall be those persons who have signed this deed as parties.

##### **4.3 Members of Ngati Mutunga**

A majority of the Trustees must be Members of Ngati Mutunga.

##### **4.4 Retirement of initial Trustees**

The initial Trustees shall retire from office as follows:

- (a) As at the end of the first full Income Year, at least one and not more than two of the initial Trustees shall retire, and the same number of Trustees shall be appointed by the Runanga in accordance with clause 7.3 of the Charter;
- (b) As at the end of the second Income Year, at least one and not more than two of the initial Trustees, shall retire, and the same number of Trustees shall be appointed by the Runanga in accordance with clause 7.3 of the Charter;
- (a) As at the end of the third Income Year, the remaining initial Trustee or Trustees, if any, shall retire, and the same number of Trustees shall be appointed by the Runanga in accordance with clause 7.3 of the Charter.

##### **4.5 Order of retirement of initial Trustees:**

The order of retirement of the initial Trustees under clause 4.4 shall be determined by agreement failing which the determination shall be made by lot.

##### **4.6 Term following retirement of initial Trustees:**

Following the retirement of the initial Trustees in accordance with clause 4.4, each Trustee shall hold office until the conclusion of the third Income Year following his or her appointment.

##### **4.7 Eligibility of retiring Trustees:**

Retiring Trustees shall be eligible for reappointment.

##### **4.8 Remuneration of Trustees**

The Runanga shall determine the remuneration payable (if any) to the Trustees in accordance with clause 6.11 of the Charter.

##### **4.9 Cessation of office of Trustee**

Any person shall cease to be a Trustee if he or she:

- (a) resigns as a Trustee by giving notice in writing to the Trust; or
- (b) is removed as Trustee by a unanimous resolution of all other Trustees where, in the opinion of the other Trustees, the continuation in office of the Trustee so removed would not be in the best interests of the Trust; or
- (c) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made,



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or otherwise becomes unfit or unable to act as a Trustee; or

- (d) is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
- (e) is or 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 1993; or
- (f) dies; or
- (g) completes his or her term of office and is not reappointed; or
- (h) refuses to act; or
- (i) is absent without leave from 3 consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson; or
- (j) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee; or
- (k) is convicted of an indictable offence.

#### **4.10 Trustee powers**

The Trustees shall have and may exercise all and any powers that the Trustees consider necessary in order to give effect to the purposes of the Trust including, without limitation, the power to hold and acquire property, to sue and to be sued, and to make distributions out of the Trust Fund in furtherance of the purposes of the Trust.

#### **4.11 General duties**

The duties of the Trustees shall include the following general duties:

- (a) When exercising powers or performing duties pursuant to this deed and the Trust, a Trustee must act in good faith and in what the Trustee believes to be the best interests of the Trust;
- (b) A Trustee must exercise any power for a proper purpose;
- (c) A Trustee must not act in a manner that contravenes this deed;
- (d) A Trustee must not:
  - (i) agree to any business of the Trust being carried on in a manner likely to create a substantial risk of serious loss to any creditors of the Trust; or
  - (ii) cause or allow any business of the Trust to be carried on in a manner likely to create a substantial risk of serious loss to the Trust's creditors;
- (e) A Trustee must not agree to the Trust incurring an obligation unless the Trustee believes at that time on reasonable grounds that the Trust will be able



to perform the obligations when it is required to do so;

- (f) A Trustee, when exercising powers or performing duties as a Trustee, must exercise the care, diligence and skill that a reasonable person would exercise in the same circumstances taking into account, but without limitation:
  - (i) the nature of the Trust;
  - (ii) the nature of the decision; and
  - (iii) the nature of the responsibilities undertaken by the Trustees;
- (g) A Trustee, when exercising powers or performing duties as a Trustee, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
  - (i) an employee of the Trust whom the Trustee believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
  - (ii) a professional adviser or expert in relation to matters which the Trustee believes on reasonable grounds to be within the person's professional or expert competence;
  - (iii) any other Trustee or committee of Trustees upon which the Trustee did not serve in relation to matters within the Trustee's or committee's designated authority.

provided that this clause applies to a Trustee only if the Trustee:

- (iv) acts in good faith; and
- (v) makes proper inquiry where the need for inquiry is indicated by the circumstances; and
- (vi) has no knowledge that such reliance is unwarranted.

#### **4.12 Duties imposed by statute or law**

The duties of the Trustees set out in clause 4.11 shall be in addition to, and shall not exclude, any other duties that may be imposed on the Trustees by statute or law.

### **5. ANNUAL REPORT AND ACCOUNTS**

The Trustees must, within two months after the end of each Income Year, cause to be prepared and furnished to the Runanga, an Annual Report on the affairs of the Trust covering the accounting period ending at the end of that Income Year which includes a comparison of performance against the Annual Plan, and consolidated financial statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Trust for that Income Year. The financial statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm and details of any premiums paid in respect of Trustees' indemnity insurance.

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## **6. PLANS AND REPORTS**

### **6.1 Trust to prepare plans and statements of intent**

The Trust must:

- (a) within 2 months of the date of this deed prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the Runanga update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of the Trust's business and the business of any of its subsidiaries;
- (c) no later than 6 months following the date of this deed prepare a Five Year Plan, which shall be updated not less than every 2 years, and which sets out the Trust's medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than 2 months following the completion of the Five Year Plan referred to in paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its 5 year planning objectives and fulfil the objectives and principles of the Statement of Intent;
- (e) in addition to any normal reporting requirements, within 2 calendar months after the completion of the first, second and third quarter of each Income Year send to the Runanga reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Runanga may require from time to time).

### **6.2 Runanga approval required**

Prior to being implemented all Statements of Intent, Five Year Plans and Annual Plans must be approved by the Runanga. The Trustees shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.

### **6.3 Trust to meet Companies Act standard**

All reports by the Trust shall be provided to the same standard, including as to form and content as if the Trust was a company and in particular, all Annual Reports by the Trust must comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the Trust or any of its subsidiaries, or the classes of business in which the Trust has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993; and
- (c) the auditor's report of the financial statements (or group financial statements)



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of the Trust for that Income Year.

**6.4 Report to include comparison against plans**

All reports by the Trust shall include a comparison of their performance against both the Annual Plan for that Income Year and the medium and longer term planning objectives (as set out in the Five Year Plan and Statement of Intent).

**7. RECEIPT OF MONEY**

The Trustees must ensure that all money received by or on behalf of the Trust is paid immediately to the credit of the Trust in an account or accounts with a bank or banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

**8. RECEIPTS FOR PAYMENTS**

The receipt of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this Trust Deed, shall be a complete discharge to the Trustees for that payment.

**9. INCORPORATION UNDER THE CHARITABLE TRUSTS ACT 1957**

The Trustees shall apply under the Charitable Trusts Act 1957 for incorporation as a Board under the name "Ngati Mutunga Investment Charitable Trust", or under such other name approved by the Registrar of Incorporated Societies as the Trustees may by resolution determine.

**10. RULES OF THE TRUST**

The Rules (with any valid alterations) set out in the First Schedule shall govern the proceedings of the Trustees.

**11. GENERAL PROVISIONS**

**11.1 Alterations to trust deed and schedule**

This Trust Deed and its schedule may be altered only by a resolution passed by not less than 75 percent of all the trustees of the Runanga as follows:

- (a) Each trustee of the Runanga shall be given written notice of any proposed resolution for the alteration of this deed and its schedule at least 14 days before the date of the meeting at which it is to be considered;
- (b) Clauses 3, 11.7 and 11.8, and the definitions of Charitable Purposes and Investment Activities shall not be altered without first obtaining written confirmation from the Commissioner of Inland Revenue that the proposed alteration does not prejudice the charitable nature of the purposes of the Trust; and

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- (c) Any alteration shall be effective only if the alteration does not conflict with the terms of the Charter.

#### **11.2 Advice of counsel**

If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a barrister or solicitor of the High Court of New Zealand of at least 7 years standing. And they may act upon the barrister's or solicitor's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barrister's or solicitor's opinion, however, will not restrict the Trustees' right to apply to the High Court of New Zealand for directions.

#### **11.3 Disclosure of interests**

- (a) A Trustee will be interested in a transaction to which the Trust is a party if the Trustee:
- (i) is a party to, or will derive a material financial benefit from that transaction;
  - (ii) has a material financial interest in another party to the transaction;
  - (iii) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;
  - (iv) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the transaction; or
  - (v) is otherwise directly or indirectly interested in the transaction.
- (b) A Trustee must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, disclose to his or her co-Trustees at a meeting of the Trustees:
- (i) If the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or
  - (ii) If the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.
- (c) A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust.

#### **11.4 Dealing with "interested" Trustees**

- (a) Subject to clause 11.3, each Trustee may act as a Trustee and still contract or otherwise deal with the Trust in his or her personal capacity or in any other capacity as if he or she had not been appointed as a Trustee. This right to continue to act as a Trustee shall apply even though a Trustee's interest or duty in a particular matter may conflict with his or her duty to the beneficiaries of the Trust Fund.
- (b) Where a Trustee is a member of any iwi or hapu and that iwi or hapu benefits from the Trust Fund or from the exercise of any power by the Trustees, the



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membership of that iwi or hapu by the Trustee shall not constitute a conflict of interest where the benefit derived by the Trustee is not different in kind from that which other members of the iwi or hapu receive.

- (c) Notwithstanding clause 11.4(b), a Trustee must at all times act so as to advance the Investment Activities.

#### **11.5 Liability of Trustees**

A Trustee shall be liable only for any loss attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.

#### **11.6 Indemnity**

Any Trustee, officer or employee of the Trust shall be indemnified out of the assets of the Trust against any liability which he or she incurs in successfully defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust.

#### **11.7 No private pecuniary profit**

- (a) No private pecuniary profit may be made by any person from the Trust, except that:
- (i) such person may be reimbursed for fair and reasonable expenditure incurred by him or her on behalf of the Trust, subject in every case to approval by the Trustees;
  - (ii) the Trust may pay reasonable and proper remuneration to any officer or employee of the Trust in return for services rendered to the Trust;
  - (iii) if any Trustee is engaged in a profession or business, to charge fees for work done by that Trustee or that Trustee's firm (whether or not the work is of a professional or business nature) on the same basis as if that Trustee was not one of the Trustees but employed to carry out the work on their behalf;
  - (iv) any Trustee may retain any remuneration properly payable to that Trustee by any organisation or undertaking with which the Trust may be in any way concerned or involved for which the Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that company or undertaking is in any way attributable to that director's connection with the company.
- (b) The Trustees shall be authorised to take out a trustees' indemnity insurance policy or policies in relation to the Trustees and any person employed by the Trustees and to pay the fair and reasonable premiums in respect of that policy or those policies out of the Trust Fund.

### 11.8 Disposition of surplus assets

On the winding up of the Trust Fund or on its dissolution by the Registrar of Incorporated Societies, all surplus assets after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisation within New Zealand as the trustees of the Runanga decide, or if the trustees of the Runanga are unable to make such a decision, shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.

**SIGNED by JAMIE GRANT DANIEL TUUTA** )  
as Settlor and Trustee in the presence of: )

J. S. B.

[Signature]  
Witness Signature

Ad Hemara-Waharui

Witness Name

Advisor

Witness Occupation

78 Ketemarae Rd, Normandy

Witness Address

**SIGNED by MIRIAM EVANS** )  
as Settlor and Trustee in the presence of: )

Miriam Evans

[Signature]  
Witness Signature

Ad Hemara-Waharui

Witness Name

Advisor

Witness Occupation

78 Ketemarae Rd, Normandy

Witness Address

**SIGNED by PATRICIA SHARON** )  
**HURIMOANA HAAMI** )  
as Settlor and Trustee in the presence of:

P. H. Haami

[Signature]  
Witness Signature

Ad Hemara-Waharui

Witness Name

Advisor

Witness Occupation

78 Ketemarae Rd, Normandy

Witness Address

SIGNED by EWAI HANNAH TUUTA  
as Settlor and Trustee in the presence of:

)  
)  
)

Ewai Hannah Tuuta

[Signature]

Witness Signature

AD Hemara-Waharui

Witness Name

Advisor

Witness Occupation

70 Ketemarae Rd, Normanby

Witness Address

SIGNED by LEWIS DAVID PAREKURA  
CALLAGHAN

)  
)

as Settlor and Trustee in the presence of:

[Signature]

[Signature]

Witness Signature

AD Hemara-Waharui

Witness Name

Advisor

Witness Occupation

70 Ketemarae Rd, Normanby



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## FIRST SCHEDULE

### RULES GOVERNING THE PROCEEDINGS OF THE TRUSTEES

#### 1. Meetings

- 1.1 The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any two Trustees may at any time summon a meeting of the Trustees.
- 1.2 Meetings shall be called as required to fulfil the Trust's functions.
- 1.3 At their first meeting, the Trustees shall appoint one of the Trustees to be the Chairperson of Trustees for a term of one year from the date of appointment. The Chairperson shall thereafter be elected annually by the Trustees.
- 1.4 The Trustees may also elect one Trustee to act as Treasurer and one Trustee to act as Secretary either as the need arises or from year to year as the Trustees may decide.

#### 2. Notice of meeting

- 2.1 Written notice of every meeting, shall be either hand-delivered, posted, sent by facsimile, or sent by e-mail to each Trustee at least 7 days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.
- 2.2 Every notice of a meeting shall state the place, day and time of the meeting, and the subject-matter of the meeting.
- 2.3 The requirement for notice of a meeting may be waived if all the Trustees who are for the time being in New Zealand give their written consent to such a waiver.

#### 3. Quorum

A majority of Trustees shall constitute a quorum at meetings of the Trustees.

#### 4. Proceedings at meetings

- 4.1 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote.
- 4.2 The Chairperson shall take the chair at all the meetings of the Trustees. If the Chairperson cannot be present, or is not present within 10 minutes of the time appointed for any meeting, the Trustees present shall elect one of their number to be chairperson of the meeting.
- 4.3 The Trustees may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the quorum fixed by these Rules, the continuing Trustee or Trustees may act only for the purpose of appointing a new Trustee or Trustees to fill any vacancy or vacancies, and for no other purpose.



- 4.4 All acts done by any meeting of the Trustees or of any committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

**5. Committees**

The Trustees may appoint sub-committees, ad hoc committees or executive committees as they may from time to time think expedient for carrying out any of the purposes of the Trust. Any such committee may co-opt any other person, whether a Trustee or not, to be a member of that committee. Subject to these Rules and to any directions that the Trustees might give, each committee may regulate its own procedure.

**6. Resolutions**

A written resolution signed by all the Trustees or by all the members of a committee shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be).

**7. Minutes**

- 7.1 The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.
- 7.2 Any minute of the proceedings at a meeting which is purported to be signed by the Chairperson of that meeting or by the Chairperson of the next succeeding meeting shall be evidence of those proceedings.
- 7.3 Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

**8. Teleconference meetings**

- 8.1 For the purposes of these Rules a Teleconference Meeting between a number of Trustees or committee members who constitute a quorum, together with the Secretary or another person acting as a Secretary, shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these Rules relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:
- (a) All of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting;
  - (b) Throughout the Teleconference Meeting each participant and the Secretary or person acting as a Secretary must be able to hear each of the other participants taking part;
  - (c) At the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;

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- (d) A participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the Chairperson's express consent;
  - (e) A minute of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting.

**9. Custody and use of common seal**

If the Trustees become incorporated as a board under the Charitable Trusts Act 1957 they shall have custody of the common seal, and from time to time by resolution, they may adopt any seal they think fit. The common seal must not be affixed to any document unless the Trustees have already authorised its use on that document. And when a document is to be sealed on the prior authority of the Trustees the seal must be affixed to the document in the presence of two Trustees who must sign the document.