



10052028704

Application for Incorporation as a Charitable Trust - Board -

1856277.

1. We being all the trustees for

TERUNANGA O NGAI TUMAPUNIA - A - RANGI KI

hereby apply to be incorporated as a Board under the provisions of the Charitable Trust Act 1957. WAIRARAPA

2. We desire the name of the Board to be

TERUNANGA O NGAI TUMAPUNIA - A - RANGI
KI WAIRARAPA

Note: Have you checked that the charitable trust's name is available by conducting a Register Search at www.societies.govt.nz?

3. The Registered Office of the board is to be

This address must be a physical address
e.g. 6 Anywhere Street,
Somewhereville.

Address: 82 Rakau Rd
Hataitai
WELLINGTON

4. The Address for

Communications will be
Postal Address (e.g. P O Box) to which
Communications from the Registrar
may be sent. The email address will
not be publicly available.

Address: P.O. Box 657
MASTERTON

Email:

5. This application is made with the authority of the trustees of the said trust. (Note: this trust is not a society)

6. The said trust is not at present incorporated.

NPC# 13

7. The following documents are attached to the application:

17 AUG 2008



Certified copy of Deed of Trust, and



Statutory Declaration as per section 10(2)(b) of the Charitable Trusts Act 1957.

Dated this

6

(day)

August

(month)

2006

(year)

Your Contact
Details

Name and Postal Address:

R.D. Hill
82 Rakau Rd
Hataitai
WELLINGTON

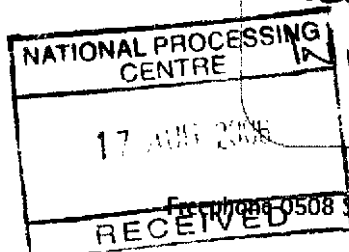
Other Details

Telephone: 04 3862 771

Email:

Post To

Charitable Trusts Register
Companies Office
Private Bag 92061
Auckland Mail Centre 1020



Signatures of the
Trustees who are making application
to be Incorporated as a Board

Name of Trust:

TE KUNANGA O NGAI TUMAPONIA - A - PANGI KI
WAIRARAPA

Full Name: ROBERT DOUGLAS HILL

Residential Address: 82 RAKAU RD, HATAITAI, WELLINGTON

Occupation: SENIOR ADVISOR

Signature:

[Signature]

Full Name: WIRIHANA TEREI MORRIS

Residential Address: WAIKOMI, RD 12, MASTERTON

Occupation: DIRECTOR

Signature:

[Signature]

Full Name: Wana Emery (Mrs)

Residential Address: 112 Bwundi Ave, Manurewa, Auckland. 2103

Occupation: Manager.

Signature:

[Signature]

Full Name: Ian Noel PERRY

Residential Address: Tarawa Road Oke Tiri.

Occupation: Farmer

Signature:

[Signature]

Full Name: MARY Rehua KEREHI

Residential Address: 59 Cockburn Street MASTERTON

Occupation: HOME EXECUTIVE

Signature:

[Signature]

Full Name: THOMAS FRANCIS JOHN PAKU

Residential Address: 55 Kipperberger St., - Masterton.

Occupation: Beneficiary

Signature:

[Signature]

Full Name: Patricia Arohanui Bolstad

Residential Address: 30 Gordon St Mstr

Occupation: Administrator TKR

Signature:

[Signature]

Witness to all signatures

Full Name: PANI HIMONA

Residential Address: 119 MAKORA ROAD MASTERTON

Occupation: RETIRED ACCOUNTANT

Signature:

[Signature]

Statutory Declaration

Supporting the application for Incorporation as a Charitable Trust - Board -

Charitable Trust Name:

TERUNANGA O NGAI TUMAPUHIA - A - RANGI KI
WAIRARAPA.

I,

ROBERT DOUGLAS HILL

of

82 Rakau Rd, Hataitai, WELLINGTON.

do solemnly and sincerely declare that:

1. I am one of the trustees of

TERUNANGA O NGAI TUMAPUHIA - A - RANGI KI
WAIRARAPA

under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith.

2. There are no trusts (other than those) set out in the 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

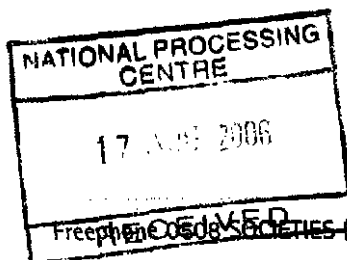
MASTERTON

this 6th day of AUGUST 2006

before me



Justice of the Peace, Solicitor or Notary Public



DATED

2 March 2006

Between

Robert Douglas Hill (The Settlor)

and

Ian Noel Perry

Waina Emery

Thomas Francis John Paku

Wirihana Te Rei Morris

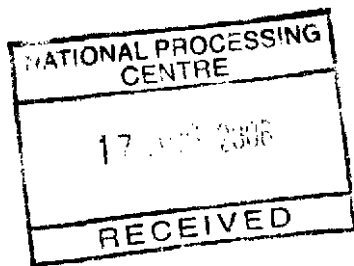
Mary Rehutai Kerehi

Patricia Arohanui Bolstad

DEED OF TRUST FOR

Te Runanga o Ngai Tūmapūhiā-a-rangi ki Wairarapa

TAMATEKAPUA LAW
PO Box 37 347
Parnell
Auckland
New Zealand



A collection of handwritten signatures. At the top is a signature that appears to be 'Ian Noel Perry'. Below it is a signature that looks like 'Waina Emery'. To the right of that is a signature that looks like 'Thomas Francis John Paku'. Below those are three more signatures, which appear to be 'Wirihana Te Rei Morris', 'Mary Rehutai Kerehi', and 'Patricia Arohanui Bolstad'.

THIS DEED made this day of 2 March 2006

**BETWEEN Robert Douglas Hill (the settlor)
 82 Rakau Road
 Hataitai
 Wellington**

**AND BETWEEN Ian Noel Perry
 Tanawa Road
 Orere
 Tinui**

**AND Waina Emery
 112 Burundi Ave
 Manurewa**

**AND Thomas Francis John Paku
 55 Kippenberger Street
 Masterton**

**AND Wirihana Te Rei Morris
 Waikohi
 RD 12
 Masterton**

**AND Mary Rehutai Kerehi
 59 Cockburn Street
 Masterton**

**AND Patricia Arohanui Bolstad
 30 Gordon Street
 Masterton**

WHEREAS:

- A. Ngai Tūmapūhiā-a-rangi wish to establish a trust ("the Trust") as a governance body for the benefit of nga uri o Ngai Tūmapūhiā-a-rangi and for the purposes set out in this deed.
- B. The Initial Trustees have been elected by nga uri o Ngai Tūmapūhiā-a-rangi and the Initial Trustees have, as an expression of their commitment to Te Tiriti o Waitangi and to the empowerment of nga uri o Ngai Tūmapūhiā-a-rangi, consented to become the Initial Trustees of this trust deed.

- C. The Trust will be acquiring property and assuming various rights and obligations for the purposes set out in Clause 3 of this Deed.
- D. The Settlor **Robert Douglas Hill** has paid into the joint names of the Initial Trustees the sum of **TEN DOLLARS** (\$10.00) to be held by the Trustees upon the trust, and with and subject to the powers and discretions, set out or implied in this deed.
- E. The Initial Trustees have agreed to hold Trust Property for the purposes and on the trusts set out in this Deed.

KO NGA KUPU WHAKAMARAMA – INTERPRETATION

1. For the purposes of this deed:

“Beneficiaries” means nga uri o Ngai Tūmapūhiā-a-rangi (the descendants of Ngai Tūmapūhiā-a-rangi) by whakapapa and registered on the Membership Roll.

“Candidate” means a person validly nominated to stand for election as a trustee pursuant to clause 10(c).

“Chairperson” means the Chairperson appointed under Clause 21 for the time being.

“Election Date” means, in respect of each Trustee, the date that he or she was most recently appointed to the Trust.

“Eligible Voters” means every person registered on the Membership Roll that has attained the age of 18 years at the last Annual General Meeting;

“Initial Trustees” are the Initial Trustees listed before the Preamble of the Deed.

“Te Ropu Kaitohutohu” means the committee established pursuant to clause 40.

“Membership Roll” means the Membership roll established under Clauses 65 to 67.

“Property” means real or personal property of any kind or nature and includes any right or interest therein.

“Public Notice” means:

- Publishing at least two public notices, at least three days apart, in the public notice section of those newspapers of sufficient size and circulation in those areas where there is a significant concentration of beneficiaries or such areas that the Trustees consider appropriate, including newspapers with circulations that cover the area of Wairarapa; and
- Sending a copy of the notice to each marae that affiliates to Ngai Tūmapūhiā-a-rangi;
- Prominently displaying a written notice at the registered office of the Trust.

"Secretary" means the Secretary from time to time appointed under Clause 21.

"The Trust" means the **Te Runanga o Ngai Tūmapūhi-a-rangi ki Wairarapa** created by this Deed.

"Treasurer" means the Secretary from time to time appointed under Clause 21.

"Trust Fund" means:

- (a) The sum of \$10.00 given by the Settlor to the Trustees and held by them for the purposes of the Trust;
- (b) All moneys investments in property, both real and personal, which may be received and accepted by the Trustees as additions to the Trust fund; and
- (c) Investments and property from time to time representing the above and accretions to those investments and properties.

"Trust Period" means the period of this deed, and is specified in accordance with section 6 of the Perpetuities Act 1964 as the period of eighty years from the date of this deed.

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

"Whakapapa" means ancestry, according to the tikanga of Ngai Tūmapūhiā-a-rangi as held by the Te Rōpu Kaitohutohu.

"Working Day" means a day not being a Saturday, Sunday, a public holiday or a day in the period beginning 20 December of each year and ending 10 January of the following year.

2. 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.
3. The headings are inserted for convenience and shall not effect the constitution or interpretation of this Deed.
4. 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.

THIS DEED WITNESSES:

KO TE INGOA – NAME

1. The Trust is hereby confirmed and shall continue to be called **Te Runanga o Ngai Tūmapūhia-a-rangi ki Wairarapa**. The Trustees and their successors in office shall collectively be called **Te Runanga o Ngai Tūmapūhia-a-rangi ki Wairarapa** (hereinafter referred to as “the Trust”).

TE TARI - OFFICE

2. The office of the Trust shall be such a place in Wairarapa, as the Trustees shall determine.

KO TE KAUPAPA – OBJECTS AND PURPOSES

3. The purposes of the Trust are as follows:

- (a) To promote the hapu of Ngai Tūmapūhiā-a-rangi as a thriving nation in a local, regional, national, international and global environment.
- (b) To promote the living language of te reo me nga tikanga o Ngai Tūmapūhiā-a-rangi.

- (c) To uphold and promote Te Tiriti o Waitangi within Wairarapa;
- (d) To do any things that the Trustees and/or nga uri o Ngai Tūmapūhiā-a-rangi deem necessary to promote the economic, social, cultural, spiritual, environmental, technological and educational wellbeing of nga uri o Ngai Tūmapūhiā-a-rangi, including issues regarding justice, housing, employment, the environment, health.
- (e) To encourage, facilitate and co-ordinate the WAI 429 claim before the Waitangi Tribunal, with a view to nga uri o Ngai Tūmapūhiā-a-rangi achieving a settlement of their claims;
- (f) To engage with the Crown, private and public sector organisations, for the benefit of nga uri o Ngai Tūmapūhiā-a-rangi;
- (g) To develop and maintain a Membership Roll of nga uri o Ngai Tūmapūhiā-a-rangi in accordance with this Deed.
- (h) To maintain good communication with nga uri o Ngai Tūmapūhiā-a-rangi;
- (i) To represent nga uri o Ngai Tūmapūhiā-a-rangi with integrity and respect;
- (j) To seek, accept and receive any property, whether real or personal, for all or any of the Trust's objects, and to carry out any specified trust relating to that property, in furtherance of the Trust's general objects or for some purposes within the Trusts general objects.
- (k) Any purposes set forth in this Deed shall not except, where the context expressly requires, be in any way limited or restricted by reference to or any inference from the terms of any other of the purposes and none of the clauses or the purposes herein specified shall be deemed subsidiary or ancillary to any other clause or purpose but the Trust shall be fully empowered to pursue and carry out all or any of the purposes independently or any other purposes.

KO NGA KAITIAKI - TRUSTEES

Number of Trustees

4. There shall be seven (7) Trustees in office at any given time.

Appointment of Trustees

5. The power to appoint new or additional Trustees is vested in nga uri o Ngai Tūmapūhiā-a-rangi according to the rules set out in this Deed.
6. At each Annual General Meeting, the following Trustees must retire from office:
 - (a) All those Trustees whose current term of office began two (2) Annual General Meetings earlier.
 - (b) Any Trustees co-opted pursuant to Clause 16.
7. For the purposes of clarification:
 - (a) A retiring Trustee will be eligible for re-election so long as he or she is not ineligible under Clause 13.
 - (b) Any Trustee not required to retire will remain in office.

Election Process

8. Not less than four months prior to Election Date, the Trustees must appoint an independent person as Returning Officer for the elections. Returning officers must not be:
 - (a) Current trustees; or
 - (b) Any person standing for election; or
 - (c) A family member of any person in (a) or (b) above.

9. The conduct and control of the elections is at the sole discretion of the Returning Officer, in accordance with this Deed.

Nominations

10. The Nomination Process is as follows:

- (a) At least one (1) month before the Election Date the Returning Officer must give Public Notice of the following:
 - (i) That there will be an election for the relevant number of trustees, for which nominations are now called; and
 - (ii) The place or places at which nomination forms may be obtained; and
 - (iii) The place where those nominations must be received and by which date and time (pursuant to Clause b); and
 - (iv) The Election Date; and
 - (v) Inviting all members of Ngai Tūmapūhiā-a-rangi to register or update their registration on the Membership Roll, in advance of the elections.
- (b) Nominations will close at noon on the date one calendar month before the Election Date.
- (c) Nominations will be valid if the nomination:
 - i. Is in writing; and
 - ii. Is signed by any two (2) members registered on the Membership roll and eligible to vote; and
 - iii. Is received at the place, and on the day and time in the Public Notice.
 - iv. Nominates a person who is registered on the Membership Roll and is eligible to vote; and
 - v. The Candidate has signified his or her consent in writing to the ***nomination.***

(d) Upon receipt of the nomination, the Returning Officer will ensure that each nomination is valid, in accordance with Clause 10(c). The nomination of a Candidate will be deemed to have never been made and the Candidate will be ineligible for election, if:

- i. Clause (c) above is not complied with.
- ii. Either of the nominators withdraws the nomination by giving written notice received by the Returning Officer before the close of nominations;
- iii. The Candidate withdraws by giving written notice received by the Returning Officer before a result is declared;
- iv. The Candidate becomes ineligible to hold office by virtue of Clause 13 before a result is declared.

(e) Three weeks before the Election Date, the Returning Officer will give Public Notice of all valid nominations, and (if an election is required pursuant to Clause 13 below) the place, date and time by which all voting papers must be received by the Returning Officer.

(f) If, after the closing of nominations:

i. The number of Candidates validly nominated is fewer than the number of vacancies:

(a) The Returning Officer must declare those Candidates duly elected; and

(b) The Trustees must then fill the vacancy or vacancies in accordance with Clause 10(a)(1).

ii. The number of Candidates validly nominated is equal to the number of vacancies, the Returning Officer must declare those candidates nominated duly elected;

iii. The number of Candidates validly nominated exceeds the number of vacancies; the Returning Officer must conduct an election in accordance with Clause 11.

Elections

11. If an Election must be held pursuant to Clause 16, the rules are as follows:

(a) The Returning Officer will send to the last notified address of each eligible voter the following:

- i. One voting paper listing every Candidate validly nominated; and
- ii. Notice of the place, date and time by which all voting papers must be received by the Registered Officer.

(b) Every voter will have one vote;

(c) Each voter must not vote for more than the number of vacancies.

(d) A vote is invalid and will not be counted if:

- i. In the opinion of the Returning Officer, the voter does not indicate clearly enough the candidate or candidates for whom the voter intended to vote.
- ii. The voter votes for more candidates than there are vacancies to be filled; or
- iii. In the opinion of the Returning Officer, the voter does not indicate clearly enough the candidate or candidates for whom the voter intended to vote.

(e) The Returning Officer must count the votes and declare the results as follows:

- i. The Candidate receiving the most valid votes will be declared elected until the vacancies are filled.
- ii. In the case of an equality of votes for two (2) or more Candidates, the Returning Officer shall:

(a) Recount the votes; and,

(b) If after a recount there remains an equality of votes, conduct a lottery of those Candidates, and appoint the Candidate whose name is drawn first.

(f) The Returning Officer must also arrange Public Notice of the name of each Trustee elected.

12. In voting, the voters must have regard to the desirability of the following:

(a) the necessary skills, experience, qualifications and expertise of the Candidates to ensure that the objectives of the Trust can continue to be achieved;

(b) the understanding of the Candidates of the kaupapa of the Trust;

(c) the experience, qualifications and expertise of the Candidates in te reo, tikanga, business, law, education, communications, management related disciplines and how such skills can be utilised by the Trust;

(d) that the Trust have access to the views of all of nga uri o Ngai Tūmapūhiā-a-rangi, including rangatahi, pakeke and kaumatua/kuia, tane and wahine, of sub-hapu and marae.

Eligibility

13. The following persons are not eligible for election as a Trustee and may not hold office as a Trustee.

(a) Any person who is not registered on the Membership Roll.

(b) A bankrupt who has not obtained a final order for discharge, has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled or to any order under section 111 of the Insolvency Act 1967.

- (c) A person who has been convicted of any offence punishable by a term of imprisonment of at least two (2) years unless that person has obtained a pardon or has served or otherwise suffered the sentence imposed on that person.
 - (d) A person to whom an order made under sections 382, 383 or 385 of the Companies Act 1993 applies.
 - (e) A person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992, or is subject to a property order made under section 30 or section 31 of the Mental Health Treatment Act 1992, or is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.
 - (f) A person who has not attained the age of 18 years old at the date of the last Annual General Meeting.
14. Every Trustee must acknowledge and support the purpose and objects of this Trust. Any Trustee who ceases to support the kaupapa shall be removed from office in accordance with Clause 15 and replaced in accordance with Clause 16 to 20.

Term of Office

15. A Trustee's term of office will end as follows:
- (a) On the third Annual General Meeting since his or her Election Date.
 - (b) By forwarding a written resignation to the Secretary.
 - (c) Pursuant to a decision arising out of the dispute resolution process in Clause 41.
 - (d) Upon the Trustee being rendered ineligible pursuant to Clause 13.

Replacement Trustees

16. If a Trustee's term of office ends prior to the third Annual General Meeting since his or her Election Date, then:

(a) If the first Annual General Meeting since his or her Election Date has not yet been held, the remaining Trustees shall:

- i. Appoint a Replacement Trustee to hold office until the next Annual General Meeting; and,
- ii. Convene an election pursuant to Clauses 11 and 12. The successful Candidate from that Election shall hold office for a reduced term of two (2) years.

(b) If the first Annual General Meeting since his or her Election Date has been held but not the second, the remaining Trustees shall:

- i. Appoint a Replacement Trustee to hold office until the next Annual General Meeting; and,
- ii. Convene an election pursuant to Clauses 11 and 12. The successful Candidate from that Election shall hold office for a reduced term of one (1) year.

(c) If the second Annual General Meeting since his or her Election Date has been held but not the third, the remaining Trustees shall:

- i. Appoint a Replacement Trustee to hold office until the next Annual General Meeting; and,
- ii. Convene an election pursuant to Clauses 11 and 12. The successful Candidate from that Election shall hold office for a full term of 3 years.

17. When appointing a Replacement Trustee under Clause 16, the Trustees shall bear in mind the outcome of the most recent elections (whether that election appointed the Trustee being replaced or not) and the matters set out in Clause 12.

18. The remaining Trustees may act notwithstanding any vacancy in their body but if *their number is reduced* below the quorum, the continuing Trustee or Trustees may act for the purpose of increasing the number of Trustees to the quorum number but for no other purpose whatsoever.

19. Replacement Trustees must be eligible in accordance with Clause 13.

20. All Replacement Trustees are bound by and have the powers set out in Clauses 21 to 68 [of this Trust Deed, as if they were full Trustees].

KO NGA MAHI O TE KAITIAKI- PROCEEDINGS OF THE TRUST

Trustee Meetings

21. The Trustees shall elect:
- (a) a Chairperson from their number who will hold office for one year or for a lesser term if he or she resigns or is removed from office in accordance with Clauses 14 to 20.
 - (b) A Secretary and Treasurer, who will not be required to be Trustees.
22. The Trustees must meet together for the conduct of the affairs of the Trust from time to time and not less than ten (10) times per year.
23. The Trustees may regulate and conduct their meetings in accordance with general meeting procedure and, may make any rules and regulations which they consider desirable, including rules and regulations relating to the conduct of telephone meetings.
24. **Particulars of Notice:** The Secretary shall give notice of every Trustees meeting to each Trustee:
- (a) in writing;
 - (b) 10 clear working days before the date of the meeting;
 - (c) stating the date, time and place of the meeting; and
 - (d) stating the matters to be discussed at that meeting.
25. **Quorum:** A quorum for Trustee meetings will comprise five (5) Trustees.
26. **Written Resolution:** A written resolution, signed by all the Trustees will be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution may consist of several documents in like form each signed by one or more Trustees.

27. **Rescission of Resolutions:** The Trustees may from time to time rescind or vary any resolution of the Trustees by the same majority as was necessary to pass the resolution being rescinded or varied.
28. Questions arising at any meeting shall be decided by consensus however failing a consensus, decision shall be determined by a majority of votes equal to at least 75% of the members of the Trust present at any properly constituted meeting of the Trust. In the case of an equality of votes the Chairperson shall not have a second or casting vote.

Annual General Meetings

29. Within four (4) months of the end of each Financial Year, the Trust must hold an Annual General Meeting;
- (a) **Notice:** the Secretary must give no less than one calendar month Public Notice of the Annual General Meeting, which shall state the date, time and place of the meeting and the business to be transacted;
 - (b) **Business:** the business to be transacted at the annual general meeting will be the:
 - (a) receipt of the annual report and financial statements;
 - (b) appointment of the auditor (if any); and,
 - (c) setting of the Trustees' remuneration (if any).Any other business will be treated as special business and will be dealt with in accordance with Clause 30;
30. **Special Business:** written notice of any special business must be given to the Secretary no less than 21 days before the Annual General Meeting and the Secretary must circulate a written agenda including all special business to the Trustees no later than 14 days before the annual general meeting. For the avoidance of doubt, any Special Business received by the Secretary after Public Notice of the AGM has been given, shall be conducted during the AGM.

31. All those people registered on the Membership Roll are entitled to attend at every General Meeting.

Annual Plans

32. Within two (2) months of the date of the Annual General Meeting the Trust shall prepare and make available to the beneficiaries an annual plan for the ensuing year. The Annual Plan shall include a schedule of anticipated milestones and key dates for the ensuing year and shall summarise any projections concerning the management of finances and assets.

Special General Meetings

33. The Secretary shall convene a Special General Meeting ("SGM") of the Trust if:
- (a) Directed to do so by the Trustees; or
 - (b) On receipt of a written request signed by 5% of the members registered on the membership Roll, who had attained the age of 18 years at the last AGM. There shall be no special form or words required for a request for SGM except that the request shall state the business to be transacted at the SGM and the text of any proposed Special Resolution(s).
34. Within two (2) working days of receiving a request for SGM, the Secretary will give Public Notice of an SGM to be held no more than 30 working days but no fewer than ten (10) working days from the date the Secretary received the request. The notice shall include the business and the text of the proposed Special Resolution(s) included in the request for SGM (and not any other business or Special Resolution).

NGA KOMITI - COMMITTEES

35. The Trustees may at any time appoint a committee for making an enquiry or for transacting any business in accordance with purpose and objects of the Trust. The members of the committee shall consist of:

- (a) Any two (2) or more Trustees; and,
 - (b) Any person who is not a Trustee, but has special skills or experience that the Trustees consider necessary to the proper functioning of the committee.
36. The membership and function of a committee may be changed by the Trustees as they think fit. Any member of a committee may resign by giving written notice to the Secretary of the Trust.
37. A committee may elect a Chairperson of its meeting from the members present within fifteen (15) minutes after the time appointed for holding the meeting.
38. Every act and proceeding of any such committee shall be submitted to the next Trustees meeting for approval.
39. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be decided by consensus however failing a consensus, decision shall be determined by a majority of votes equal to at least 75% of the members of the Committee present at any properly constituted meeting of the Committee. In the case of an equality of votes the Chairperson shall not have a second or casting vote.
40. **Te Ropu Kaitohutohu:** The Trust shall establish Te Ropu Kaitohutohu as follows:
- (a) The purpose of Te Ropu Kaitohutohu shall be to :
 - i. advise the Trust on matters of tikanga and the interpretation of the objects of the Trust.
 - ii. verify the Whakapapa of those who apply to be on the membership roll.
 - iii. assist in the resolution of disputes, pursuant to Clause 41.
 - (b) The Te Ropu Kaitohutohu shall comprise of Ngai Tūmapūhiā-a-rangi elders. There is no limit on the number of members of Te Ropu Kaitohutohu. Each member of Te Ropu Kaitohutohu must be registered on the Membership Roll and may be male or female.

- (c) The initial membership of Te Ropu Kaitohutohu shall be appointed by the Trustees on the advice of a hui-a-hapu of nga uri o Ngai Tūmapūhiā-a-rangi.
- (d) The Trustees, subject to agreement, may engage Te Ropu Kaitohutohu on matters of tikanga and te reo.

HOHOU I TE RONGO - DISPUTE RESOLUTION

41. No person shall commence any court or arbitration proceedings relating to a dispute arising out of or related to this Deed, unless that party has first complied with the following:

- (a) Any party alleging a dispute arising out of or related to this Deed (including but not limited to disputes between all or some of the Trustees as to the management of the Trust) shall request the Chairperson to direct the parties to the dispute to attend a facilitated hui with Te Ropu Kaitohutohu.
- (b) Upon receiving a request under subclause (a), the Chairperson shall notify all the parties to the dispute, including all Trustees, of the request.
- (c) All parties receiving such notice from the Chairperson will agree to attend the facilitated hui. The aim of that hui shall be to achieve a mutually agreed outcome with the assistance of Te Ropu Kaitohutohu. The matters raised at that hui shall be confidential to the participants. The outcome of the hui shall be binding on the parties.
- (d) If no agreed outcome is reached in accordance with subclause (c), the chairperson shall refer the matter to mediation in accordance with the LEADR New Zealand Incorporated standard Mediation Agreement. The mediation shall be conducted by a mediator experienced in mediating matters within a Maori context and at a fee agreed by the parties. Failing agreement between the parties, the mediator shall be selected, and the mediator's fee shall be determined by the Chair for the time being of LEADR New Zealand Incorporated.

- (e) If mediation is unsuccessful, the parties shall only then be entitled to bring legal proceedings or to request adjudication.

NGA MINITI A NGA HUI O NGA KAITIAKI - MINUTE BOOK

42. All proceedings of the Trust shall be recorded in the form of minutes entered in a proper Minute Book.

TE PUTEA ME NGA TAONGA - FUNDS AND PROPERTIES

43. The funds and property vested in the Trust shall be administered in accordance with these Rules.
44. The Trustees shall have the power to receive and give receipt for all legacies, donations, subscriptions or other moneys bequeathed, made, given or lent to the Trust and every such receipt shall be an effective discharge for the money or other property therein stated to have been received.
45. All moneys received shall be paid to the credit of the Trust at such trading bank or savings bank as the Trustees shall from time to time appoint and cheques on the bank account and other negotiable instruments shall be signed by two Trustees or one Trustee and the Secretary or the Treasurer.
46. Where it shall be made to appear to the Trustees that any legacy, endowment, contribution or gift has been made in spite of or in ignorance or without full appreciation of the claim whether legal or moral of any person upon the duty or bounty of the testator or donor the Trustees notwithstanding that the Trust may have expressed its acceptance of such legacy, endowment, contribution or gift may make such provision of or out of the property comprised therein towards the satisfaction or relief of such claim as the Trustees may think fit. The Trustees' powers may only be exercised in satisfaction of a duly established legal claim.

TOHATOHA I TE RAUEMI – INCOME DISTRIBUTION

47. Any income, benefit or advantage shall be applied to the purposes of the Trust.

48. No member or person associated with a member of the Trust shall derive any income, benefit or advantage from the Trust where they can materially influence the payment of income, benefit or advantage except where that income, benefit or advantage is derived from:

- (a) professional services to the trust rendered in the course of business charged at no greater rate than current market rates; or
- (b) interest on money lent at no greater rate than current market rates.

NGA PUTEA – ACCOUNTS

49. The Trust must cause full and correct records and accounts to be kept of all their receipts, credits, payments, assets, liabilities, transactions and all other matters necessary for showing the true state and condition of the Trust Fund.

50. The Trustees must cause true and fair financial statements to be prepared as soon as practicable after the end of each Financial Year, those statements including:

- (a) a statement of financial position;
- (b) a statement of financial performance;
- (c) a statement of cash flows; and
- (d) notes to those statements;

A chartered accountant appointed for the purpose by the Trustees will audit those financial statements.

51. The Trustees must cause to be prepared or filed with the relevant person all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information required to be prepared or filed so as to achieve or preserve the application of the Concessionary Provisions in relation to the Trust.

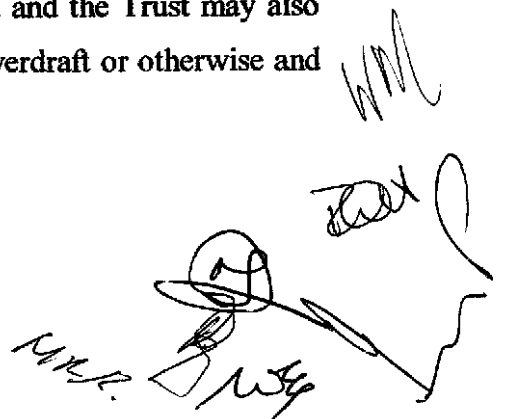
KO TE MANA O NGA KAITIAKI – POWERS OF THE TRUSTEES

52. In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers and authorities which the Trustees may exercise in order to carry out its purposes are as follows:

- (a) To purchase, take on lease, take in exchange, hire, receive as a gift, or otherwise acquire any real and personal property and any rights or privileges which the Trustees may think necessary or convenient for the purposes of the Trust and in particular any land, buildings, easements, rights-of-way, restrictive covenants, licences, rights, machinery, plant and stock-in-trade.
- (b) To lease, let or grant the use of land and or buildings or parts thereof held by the Trust on limited terms for any lawful purpose in furtherance of the objects of the Trust and apply the rents, commission or other payment whatsoever accruing to the objects of the Trust.
- (c) To engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Trust and for that purpose to take or otherwise acquire and hold and dispose of shares in any company having objects similar to those of the Trust.
- (d) To enter into any arrangement with any government or authorities supreme municipal local or otherwise that may seem conducive to the Trust's objects or any of them and to obtain from any such government or authority any rights privileges and concessions which the Trust may think it desirable to obtain and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
- (e) To construct, alter, restore, improve, maintain, develop, work, manage, carry out or control any buildings or works or do anything whatsoever as the Trust may deem necessary or convenient or calculated to advance directly or indirectly the objects of the Trust and to develop,

lay out and plant any land and to prepare the same for building and any other purposes consistent with the objects of the Trust and to do or cause to be done all matters ancillary thereto and to enter into the contracts and arrangements of all kinds with architects, builders and others.

- (f) To acquire, hire, operate and maintain any means of transportation that the Trust may deem necessary or desirable for the carrying out of the objects of the Trust.
- (g) To appoint advisors including legal and financial advisors who will assist the trustees carry out the purposes of the Trust and their duties as trustees.
- (h) To enter into contracts of employment or service with any person, body or society whether incorporated or not and to pay reasonable remuneration for services rendered as the Trust may think fit.
- (i) To lend money to any person, body or society whether incorporated or not on such terms as the Trust may think fit and to guarantee the performance of contracts by any such persons.
- (j) To borrow from time to time at the direction of the Trust for the purposes of the Trust from any person, body or society whether incorporated or not any sum of money on the security of all or any of the Trust's property, real or personal assets and effects both present and future either under legal mortgages or charges with powers of sale and other usual powers or by any other securities of the Trust or without security and generally on such terms and conditions as to rate of interest or otherwise as the Trust thinks fit and the Trust may also borrow money from the Trust's bankers on overdraft or otherwise and with or without security.

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- (k) To invest subject to the terms of any trust, grant or endowment any money held by or on behalf of the Trust in any securities in which trust funds may be invested by Trustees in accordance with the Trustee Act 1956 or any other statutory authority or in such other manner as the Trust may approve whatsoever notwithstanding that they may be of a hazardous, terminable or wasting nature to the intent that the Trust shall have the same full and unrestricted power of investing in all respects as if it were absolutely entitled thereto and subject to no restrictions whatsoever with regard to advice or otherwise in relation to investment and pending disbursement of any money held by or on behalf of the Trust to deposit the same subject as aforesaid so as to yield interest in such manner as the Trust may approve.
- (l) To collect and raise funds by all lawful means and to solicit, receive and enlist financial or other aid, subsidy or grant from individuals and organisations, the New Zealand Government or any council, board, body, or state agency or any international or local organisation.
- (m) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (n) To adopt such means of making known the activities and objects of the Trust as may seem expedient and in particular but not so as to limit the generality thereof by advertising in the press by circulars and by publication of books, periodicals, brochures, maps and any printed and illustrative material whatsoever and by contributions to the press, periodicals and books.
- (o) To print, publish, distribute and sell any books, articles, research, monographs, pictures, photographs, maps and any other works upon such terms and conditions agreed with the authors thereof as the Trust may think fit and to commission and make grants to authors at the discretion of the Trust.

- (p) To make such charges for admission to the property held by the Trust and to exhibitions, displays, lectures, films and other educational services arranged by the Trust, as the Trust may deem reasonable.
- (q) To obtain any provision, order, Act of Parliament or town planning ordinance, classification, designation or by-law for enabling the Trust to carry out any of its objects or for any other purpose which is directly or indirectly conducive to the carrying out of the objects of the Trust and to oppose any proceedings, applications, classifications, designations, orders, Acts, ordinances or by-laws which may be likely directly or indirectly to prejudice or injure the interests, objects and purpose of the Trust.
- (r) To pay all or any of the expenses incurred in and in connection with the incorporation and establishment of the Trust.
- (s) To appoint managers, agents and attorneys in New Zealand or in any part of the world for all or any of the purposes of the Trust and to remunerate such agents for their services by salary or commission or partly by one mode and partly by the other mode and to act as agents or managers or to accept the agency for any person, body or society whether incorporated or not on such terms as the Trust thinks fit.
- (t) To apply the assets and income of the Trust howsoever derived towards all or any of the aforesaid objects and purposes as the Trust may in its absolute discretion think fit.
- (u) To do all or any of the above things as principals, agents, contractor, trustees or otherwise and by or through agents, trustees or otherwise and either alone or in conjunction with others.
- (v) To do all such things incidental or conducive to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers.

- (w) To support and subscribe to or establish or aid in the establishment and support of associations, institutions, provident and benefit funds, trusts, organisations, societies or clubs, and individuals thereof which may be charitable and in any way for the benefit of the Trust or which may be connected with any place where the Trust carries on any business operation or activity or on account of the fulfilment of the aims and objects of the Trust.
53. Under Clause 61 the Trustees may employ as agents, officers and staff persons who are members of the Trust but subject to Clause 62.
54. The Trust shall not lend money nor lease property or assets without having regard to the application of Clauses 48 and 49.
55. None of the powers of authorities conferred upon the Trust shall be deemed subsidiary or ancillary to any other power or authority and the Trust shall be entitled to exercise all or any of the powers or authorities independently or any other of such powers or authorities **PROVIDED THAT** all or a majority of the Trustees agree and **PROVIDED THAT** all or any of the powers or authorities are exercised in pursuance of the objects and purposes for which the Trust is established.

REVOCATION OR ALTERATION OF THE RULES

56. The Trustees may not revoke, add to, amend or alter these rules, or revoke or alter the kaupapa of the Trust without at least a seventy five per cent (75%) majority of votes to be cast at a meeting of the Trust and beneficiaries called in accordance with Clauses 21 to 28. No revocation, addition or amendment shall be valid if such amendment affects or detracts from the kaupapa and objects of the Trust.

TE TAUNAHATANGA O NGA KAITIAKI - LIABILITY OF TRUSTEES

57. A Trustee shall not be liable for:

- (a) Any losses not arising from that Trustee's own wilful default;
- (b) The acts or defaults of any other Trustee member, Manager or other officer of the Trust;
- (c) The neglect or default of any agent employed in good faith by the Trust.

58. The Trustee members, Manager or other officers and each of them shall be indemnified against all liabilities incurred by them in the execution of their duties hereunder and shall except in the case of negligence or dishonesty have a lien on the assets of the Trust for such indemnity. The costs, charges and expenses incurred by the Trustee members, Manager or other officers in and incidental to the administration and winding up of the Trust or otherwise in relation thereto shall be paid out of the assets of the Trust.

GOVERNING LAW

59. The Trust is established under the laws of New Zealand which shall govern the effect and construction of this deed and over which the courts of New Zealand shall have jurisdiction.

TRUSTEES CONFLICT OF DUTIES

60. The Trustees shall be entitled to enter into any contract and to act and exercise all of the powers hereby conferred upon them notwithstanding that their interests in any private capacity or duties as trustees of any other trust or as shareholders in or directors or officers of any company conflict with their duties as Trustees of the Trust.

61. A Trustee who is in any way, whether directly or indirectly, interested in any matter in terms of Clause 61 shall declare and give formal notice the nature of his or her interest at a meeting of the Trustees prior to the contract being agreed.

62. A Trustee, having declared his or her interest in accordance with Clause 62 shall be counted in the quorum present at the meeting and may witness the affixing of the common seal to any contract or agreement but shall not vote in respect of the matter in which the Trustee is interested.

ACCESS TO THE DEED OF TRUST

63. The Trust must hold a copy of the Deed of Trust with all amendments for viewing by the beneficiaries during normal hours at the Trust's registered office.

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MEMBERSHIP ROLL

64. The Trustees shall be responsible for the establishment and maintenance of a list of registered members. The list shall record:
- (a) The birth date and full name of the member;
 - (b) The last notified mailing address of that member;
 - (c) Any other information required by the Trustees.
65. All registered members must be descendants of Ngai Tūmapūhiā-a-rangi and, further:
- (a) Whether whāngai generally will also be eligible for registration shall, on the advice of Te Ropu Kaitohutohu, be determined by consensus resolution of the Trustees.
 - (b) Individual applications for registration must be considered in accordance with the requirements of Te Ropu Kaitohutohu.
66. Registered members shall be responsible for advising the Trust of their mailing address. If any document is required to be sent to the registered members and the documents are in fact sent in good faith to the last notified mailing address of all registered members, then the failure of any registered members to actually receive the document will not render that mailing invalid.

COMMON SEAL

67. If the Trust has a common seal whether by reason of becoming incorporated under the Charitable Trusts Act 1957 or otherwise the following rules shall apply to its use:
- (a) The common seal shall be in the custody of and under the control of the Trustees;
 - (b) The common seal shall not be affixed to any instrument except pursuant to a resolution of the Trustees and every affixing of the common seal shall be witnessed by either two Trustees or by one

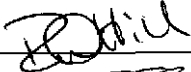
Trustee and the Secretary or in lieu of the Secretary by some other person appointed for that purpose by the Trustees.


IN WITNESS WHEREOF this Deed has been executed the date and year first herein before written.

SIGNED by the said

Robert Douglas Hill

in the presence of:

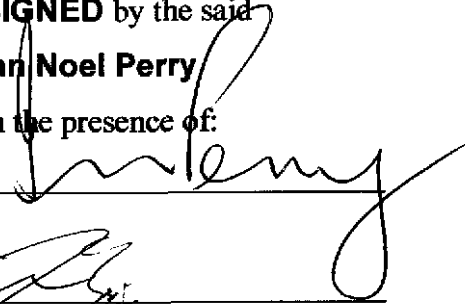





SIGNED by the said

Ian Noel Perry

in the presence of:

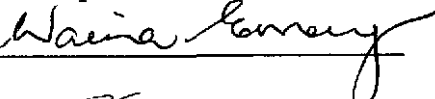


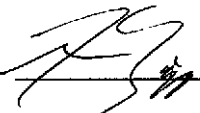


SIGNED by the said

Waina Emery

in the presence of:

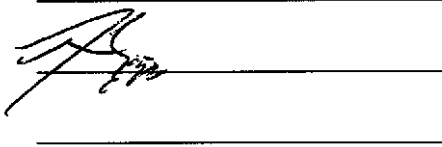
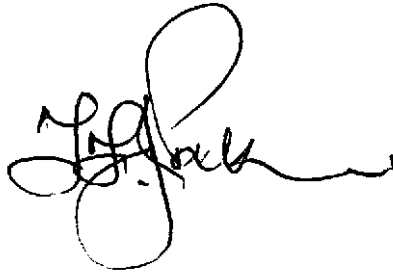




SIGNED by the said

Thomas Francis John Paku

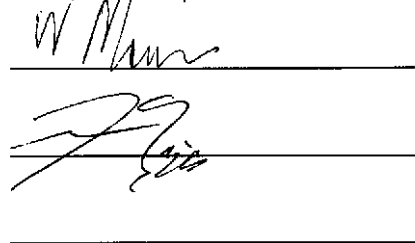
in the presence of:



SIGNED by the said

Wirihana Te Rei Morris


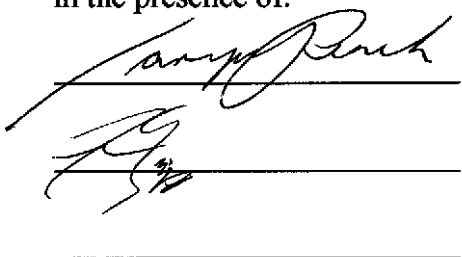
in the presence of:



SIGNED by the said

Mary Rehutai Kerehi

in the presence of:

SIGNED by the said

Patricia Arohanui Bolstad

in the presence of:

