

- 1.4 This Deed is binding upon all parties and their respective successors and permitted assigns.
- 1.5 Where the context permits words describing the singular includes the plural and vice versa and words imputing masculine, feminine or neuter gender includes all genders.

2.0 Establishment of the Trust

- 2.1 The Trust shall comprise all Trust Assets from time to time held by the Trustees upon the trusts of this Deed including the income arising there from.
- 2.2 The Trust Assets shall be held on trust by the Trustees and shall be managed and administered on the terms contained in this Deed.
- 2.3 The Trust shall commence on the date of this Deed and shall continue until terminated pursuant to clause 13.0.

3.0 Name of the Trust

- 3.1 The name of the Trust is the "Manuhiri Omaha Kaitiakitanga Ora Charitable Trust".

4.0 Objects of the Trust

- 4.1 To promote encourage and create employment and skill training opportunities for the unemployed for the purposes of helping unemployed persons generally and unemployed Maori in particular become self supporting in those areas of New Zealand traditionally known as Ngati Manuhiri.
- 4.2 To provide and manage and control educational and recreational facilities and open spaces (limited to such purposes specified as charitable under Section 61a Charitable Trusts Act 1957) for the benefit of the New Zealand public generally and members of the Maori race in particular.
- 4.3 To undertake and promote any other charitable cause within the areas of New Zealand traditionally regarded as Ngati Manuhiri O Omaha lands.
- 4.4 None of the foregoing objects shall include any purpose that is not charitable within the law of New Zealand.
- 4.5 To do any lawful act nationally and internationally that advances the above charitable aims.

5.0 Powers of Trust

- 5.1 Subject to the provisions of this Deed, and in particular clauses 5.2 and 5.3 and the resolution requirements, the Trustees shall have all the powers over and in respect of the Trust and the Trust Assets which they could exercise if they were the absolute and beneficial owners of the Trust Assets. In particular, without derogating from the foregoing, the Trustees shall have full and absolute power to do the following:-
 - (a) Enter into management agreements and other contracts with any person for the purpose of organising and operating any activities in furtherance of the objects of the Trust.
 - (b) Enter into lease arrangements or other contracts for the management of assets in furtherance of the objects of the Trust.
 - (c) Purchase, sell, lease or otherwise deal with assets on behalf of the Trust upon such terms as the Trustees think fit.
 - (d) Carry out and pay for repairs and improvements relating to Trust Assets.
 - (e) Insure any Trust Assets for such amounts and on such conditions as the Trustees determine.

- (f) Instruct agents and consultants to act in relation to Trusts Assets or assets intended to be acquired by the Trust.
- (g) Agree, enter into and perform any contract, option or other right relating to any part or all of the Trust Assets or proposed assets.
- (h) Enter into any arrangements with any government, public body or authority to obtain any rights, authorities, concessions or clearances and to give any undertakings binding upon the Trustees either generally or on conditions that the Trustees think fit and to carry out, exercise and comply with any of the same.
- (i) Employ, engage or contract with upon such terms and conditions as to salary, remuneration, contract, payment or other consideration any employee, manager, agent, professional advisor or other person (including any person who is a Trustee) as the Trustees think fit upon such terms as the Trustees deem expedient provided that any payment to a Trustee must be fair and reasonable for the services provided.
- (j) Participate in the rights and obligations, including obligations to contribute in any manner to the liabilities of the parties, under any partnership, joint venture, or other agreement relating to Trust Assets or to act as the operator or one of the operators under any such agreement which relates to Trust Assets.
- (k) Perform and enforce agreements.
- (l) Determine whether any money or other Trust Asset is capital or income and what expenses ought to be paid out of income and capital respectively and also apportion blended funds. Every such determination or apportionment shall be final and binding on all persons interested in the Trust provide that such determination is made in good faith and in accordance with the requirements of this Deed.
- (m) Place or permit to be placed any Trust Assets in the name of any agent or nominee for such period or periods as the Trustees in their absolute discretion think fit.
- (n) Open a bank account or accounts in the names of the Trustees or the Trust and to resolve how cheques and other banking documents may be signed on behalf of the Trust.
- (o) To adopt such means of making known the activities and objects of the Trust as may seem expedient in particular by advertising by press, by circulars and by periodicals whether through paper or by digital communication.
- (p) Receive donations and seek and obtain sponsorship.
- (q) Pay all or any of the expenses incurred in connection with the incorporation and establishment of the Trust.
- (r) Obtain any statutory or similar order or Act of Parliament enabling the Trust to carry or better carry any of its objects into effect or to effect any modification to the Trust constitution or for any other purpose which the Trustees consider expedient.
- (s) To do all such other things as in the opinion of the Trustees may be incidental or conducive to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers.

5.2 The Trustees shall also have the following additional powers, but will not exercise any of the following powers unless the exercise of the power is authorised by Special Resolution or contingent upon the passing of a Special Resolution.

- (a) Lend money whether secured or unsecured to further the objects of the Trust.
 - (b) Borrow or raise money whether unsecured or secured.
 - (c) Guarantee the performance of any person in relation to any agreement, security, charge, contract, undertaking or promise and secure any such guarantee by mortgage, charge or other encumbrance over the whole or any part of the Trust Assets.
 - (d) Create, grant, renew, alter, or vary any mortgage, charge, or other encumbrance over the whole or any part of the Trust Assets for the purposes of the Trust and upon such terms and conditions as the Trustees may in their absolute discretion think fit.
 - (e) Agree to the release, modification or variation of any rights, privileges or liabilities of any Trust Assets from time to time or any securities given in relation thereto.
 - (f) Institute, prosecute, compromise and defend legal proceedings.
 - (g) Invest in pooled or mixed forms of investment in common with other investors.
 - (h) Incorporate any company and to purchase, establish and carry on any business or other commercial venture for the purposes of benefiting the Trust.
 - (i) Make donations and grant sponsorships.
- 5.3 The Trustees may not enter into a Major Transaction unless the Major Transaction is.
- (a) Authorised by Special Resolution; or
 - (b) Contingent upon the passing of a Special Resolution.

6.0 Transactions with Related Parties

- 6.1 The Trustees may:
- (a) sell, purchase or otherwise dispose of or acquire any asset to or from any Related Party or;
 - (b) enter into any contract, agreement or other arrangement with any Related Party to provide management, administration or other services for the Trust; or
 - (c) enter into any other transaction with any Related Party in relation to the Trust; or
 - (d) cause any Trust Assets that comprise cash to be invested or lodged with any Related Party

Provided that the Trustees in good faith are of the opinion that the particular transaction is on reasonable commercial terms and is in the best interest of the Trust and has been authorised by a Special Resolution.

7.0 Trustees' Indemnity and Liability

- 7.1 The Trustees shall not be liable for:
- (a) Any losses except losses arising from their own dishonesty, wilful default or wilful breach of trust; or
 - (b) Any act or acts or attempted act done in exercise of or pursuant to any trust, power or discretion vested in them by this Deed; or
 - (c) Any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustee under this Deed.
- 7.2 The Trustees and every other person acting on behalf of the Trustees shall be indemnified out of Trust Assets against all liabilities and expenses incurred by

them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payments made to any Person whom the Trustees bona fide believe to be entitled thereto though it may be subsequently found that the person was not in fact entitled. The Trustees shall have a lien or charge on the Trust Assets and may retain and pay out of any moneys in the Trust all sums and amounts necessary to give effect to this indemnity.

7.3 The liability of the Trustees in connection with this Deed or at law shall at all times be limited to the Trust Assets.

8.0 Delegation by Trustees

8.1 The Trustees shall have, to the extent permitted by law, full power to delegate to any one or more Trustees or to any attorney, agent or other person nominated or appointed by the Trustees, all or any of the powers, authorities and discretions exercisable by the Trustees under this Deed but without in any way releasing the Trustees from their obligations under this Deed. Without in any way affecting the generality of the foregoing the Trustees may in exercising this power of delegation;

(a) By power of attorney appoint any person to be the attorney or agent of the Trustees for such purposes and with such powers, authorities or discretions as the Trustees think fit with power for the attorney or agent to sub-delegate any such powers, authorities or discretions.

(b) Appoint by writing or otherwise any person to be agent or sub-agent of the Trustees as the Trustees may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such agent or sub-agent for any reason as the Trustees think sufficient.

8.2 The Trustees shall be entitled to delegate any of their powers and duties under this Deed to any committee or committees consisting of such of the Trustees (or any other person) as the Trustees may appoint for such purpose.

9.0 Incorporation under the Charitable Trusts Act 1957

9.1 The Trustees shall forthwith after the execution of this Deed apply for incorporation as a Board under the Charitable Trusts Act 1957. The name of the Board is to be the "Manuhiri Omaha Kaitiakitanga Ora Trust Board" and the Trustees are authorised to make such application on behalf of the Trust.

10.0 Common Seal

10.1 Upon incorporation of this Trust in accordance with clause 9.1 the Trustees shall procure a common seal for the Trust and shall provide for its custody. Any documents required to be signed under the common seal shall be attested by any two Trustees.

11.0 Accounts and Audit

11.1 The Trustees shall keep proper records and accounts relating to the Trust including a record of all sums of money received and expended by or on behalf of the Trust.

- 11.2 At the end of each financial year the Trustees shall prepare accounts for the Trust and will have those accounts audited by an independent qualified accountant who shall be appointed annually by the Trustees.

12.0 Alteration to the Deed

- 12.1 The Trustees may from time to time by amending deed or instrument alter, rescind or add to any of the provisions of this Deed subject to:-
- (a) At least 14 days notice of intention to move any amendment to this Deed being given to all Trustees; and
 - (b) The alteration, revision or addition being not prejudicial to the legal charitable status of the Trust.
- 12.2 Any amendment to this Deed shall be made by Special Resolution passed by the Trustees in accordance with this Deed.

13.0 Winding up of the Trust

- 13.1 The Trust shall terminate and be wound up and dissolved if:-
- (a) The Trustees resolve by Special Resolution that the Trust shall be wound up; or
 - (b) The Trust is wound up by law.
- 13.2 Every resolution to wind up the Trust shall specify an effective termination date of the Trust and thereafter the Trustees shall realise or dispose of the Trust Assets as soon as reasonably practicable in accordance with this clause.
- 13.3 The Trust Assets or the proceeds resulting there from shall be applied by the Trustees upon a winding up in the following order of priority and manner:-
- (a) First in meeting all costs, expenses and liabilities of the Trust including the costs and expenses or winding up the Trust and setting aside any amount that the Trustees consider necessary or desirable in respect of any contingent liability of the Trust.
 - (b) Secondly, in the payment or distribution (by instalments if the Trustees consider appropriate) of the balance to or for the benefit of such Charitable Purpose or Charitable Purposes as the Trustees shall determine.

PROCEEDINGS OF TRUSTEES

14.0 Appointment and Removal of Trustees

- 14.1 There shall be a minimum of 5 and a maximum of 7 Trustees of this Trust. The Trustees at the date of execution of this Deed are those set out on the first page of this Deed ("the Initial Trustees"). Subject to clause 14.2, subsequent Trustees shall be appointed by the Trustees in the manner set out in this Deed.
- 14.2 During the period of three months from the date of this Deed the Initial Trustees may appoint additional Trustees of the Trust by a resolution passed by majority vote.
- 14.3 In considering the appointment of new trustees, the Trustees shall endeavour to appoint Trustees that are broadly representative of the hapu of Ngati Manuhiri O Omaha as a whole and that have the skills to act as Trustees.
- 14.4 If the number of Trustees at any time is lower than permitted under this Deed (through retirement or other eventuality) the Trustees shall call for nominations in accordance with clause 14.7
- 14.5 After one year from the date of this Deed one of the Trustees (excepting those appointed under clause 14.3) shall retire from office but shall be eligible for reappointment by the remaining Trustees in terms of clause 14.6

- 14.5 After one further year from the date of this Deed and thereafter annually, two of the Trustees (excepting those appointed under clause 14.3) shall retire from office but shall be eligible for reappointment by the remaining Trustees in terms of clause 14.6. The Trustees to retire each year shall be those to have held office the longest. In the case of two or more Trustees having held office the same length of time, the Trustees to retire, unless otherwise agreed amongst them, shall be determined by lot.
- 14.6 Notwithstanding clause 14.5 no Trustee shall hold office for more than three consecutive years provided however:
- (a) in the case of a Trustee being re-appointed by a majority vote of the remaining Trustees, the period of continuing appointment of such a Trustee will be three years.
 - (b) no more than 2 Trustees shall be required to retire in any one year.
- 14.7 Nominations for the office of trustee under clause 14.4 shall be called for publicly and the Trustees shall appoint such persons as they determine will best assist the fulfilment of the aims of the Trust and in accordance with clause 14.2 of this Deed.
- 14.8 The appointment of a trustee shall be vacated if a trustee:
- (a) Resigns.
 - (b) Dies
 - (c) Becomes bankrupt.
 - (d) Becomes of unsound mind.
 - (e) Becomes for any reason unable in the opinion of the remaining Trustees to perform the duties of a trustee including (if the Trustees determine) failing to participate in at least four consecutive Trustee meetings without having previously obtained special leave
 - (f) Is convicted of an indictable offence.

15.0 Appointment of Chairperson

- 15.1 The Trust shall have a chairperson who shall be a member of the Trust. The chairperson shall be elected by the Trustees annually.
- 15.2 Any retiring chairperson shall have the right to stand for re-election.
- 15.3 If a chairperson is unable for any reason to perform the chairperson's duties then the Trustees may elect an acting chairperson during the relevant period of inability.

16.0 Proceedings of Trustee Meetings

- 16.1 Subject to this Deed the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings as they think fit.
- 16.2 At any meeting of the Trustees the chairperson shall preside or in the absence of the chairperson the Trustees may elect one of their members to preside.
- 16.3 At all meetings of Trustees:
- (a) No business shall be transacted unless the requisite quorum is present at commencement of business;
 - (b) The quorum for passing a Special Resolution shall be 75% of the number of appointed Trustees;
 - (c) The quorum for the transaction of any other business at a meeting shall be 50% of the number of appointed Trustees;
 - (d) The expression "Special Resolution" means a resolution passed at a meeting of Trustees at which not less than 80% of the appointed

Trustees present in person or by proxy vote in favour of the resolution.

- (e) A resolution put to the vote of a meeting shall be decided on a show of hands. On a show of hands each Trustee present in person or by proxy at the meeting shall have one vote only. The chairperson shall not have a second or casting vote. A declaration by the chairperson that a resolution has been carried shall be conclusive evidence of the fact.

- 16.4 Where any Trustee or any Related Party has been engaged by the Trust to carry out consultancy or other services for the Trust that will result in the Trustee or the Related Party receiving a financial benefit for such services then that Trustee shall not be entitled to vote on any resolution to carry out any proposal for the Trust recommended by the Trustee or the Related Party.
- 16.5 An act or decision of the Trustees shall not be invalid by reason only of:-
- (a) A fault, default or irregularity in or in connection with the appointment of a Trustee; or
 - (b) A vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee; or
 - (c) the accidental omission to give notice to or the non-receipt of notice by any Trustee.
- 16.6 The Trustees shall keep a minute book and shall cause minutes to be kept therein of all meetings, resolutions and decisions made by them. Minutes purporting to be signed by the chairperson of the Trustees of a meeting shall be receivable as prima facie evidence of the matters contained in such minutes.

17.0 Convening of meetings

- 17.1 The Trustees shall hold at least one meeting each year but otherwise shall hold such meetings in any calendar year as they shall decide.
- 17.2 The chairperson shall convene the meetings of the Trustees.
- 17.3 The chairperson shall convene any meeting of the Trustees if the chairperson receives a written request from at least three Trustees to hold a meeting. At least seven days prior notice of meetings of Trustees shall be given to all Trustees.

18.0 Resolution in Lieu of Meeting

- 18.1 A resolution in writing signed or assented to by letter, telegram, cable, telex, facsimile or other written or auditable electronic manner, by
- (a) 80% of the appointed Trustees in the case of a Special Resolution
 - (b) 51% of the appointed Trustees in the case of an ordinary resolution
- shall be as valid and effective as if it had been passed at a meeting of Trustees duly called and constituted. Any such resolution may consist of several documents in like form either signed or purporting to have been despatched by any one or more of the Trustees.

19.0 Proxies

- 19.1 A Trustee may exercise the right to vote either by being present in person or by proxy. Only an existing Trustee of the Trust may be appointed as a proxy.
- 19.2 A proxy for a Trustee is entitled to attend and be heard at a meeting of Trustees as if the proxy were the Trustee.
- 19.3 A proxy must be appointed by notice in writing signed by the Trustee which must state whether the appointment is for a particular meeting or a specified

term not exceeding 12 months, and a copy of which must be produced before the start of the meeting.

- 19.4 No proxy is effective unless it is produced not less than 24 hours before the start of the meeting.

20.0 Teleconference meeting of Trustees

20.1 The contemporaneous linking together by telephone or other means of communication of a number of Trustees not less than the required quorum (whether or not anyone or more of the Trustees is out of New Zealand) shall be deemed to constitute a meeting of Trustees and all the provisions of this deed in respect of such meetings shall apply so long as the following conditions are met:

- (a) all Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be entitled to notice of the meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting;
- (b) each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees, or contemporaneously communicate with each of the Trustees taking part in the meeting;

20.2 The Trustees shall take steps to further develop a legally acceptable method of holding electronic meetings.

21.0 Service of Notices

21.1 Notices shall be deemed served by one party upon another party:

- (a) If posted, 2 days following posting;
- (b) If delivered personally, at the date of service;
- (c) If sent by facsimile or other electronic device, on the day following the date of transmission.

IN WITNESS WHEREOF the Deed has been executed the day and year first hereinbefore written.

SIGNED by the said:

JACOB WIREMU TAHITAHU

WYVERN TAIAWA ROSIEUR

CHRISTINE BAINES

In the presence of: