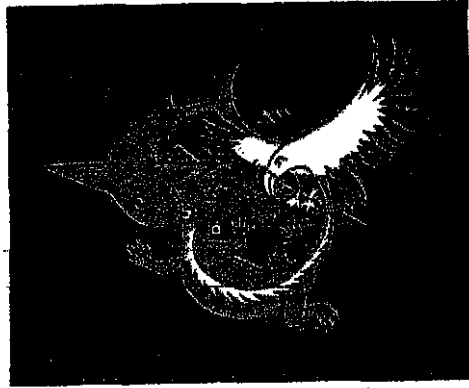




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# NGATI REHUA - NGATIWAI KI AOTEA TRUST BOARD

## TRUST DEED

P# 25

5 JAN 2005

5 JAN 2005

NPC-REC'D



**PLEASE NOTE: THIS DOCUMENT CONTAINS THE AMENDMENTS TO THE ORIGINAL CONSTITUTION - WHICH WERE PASSED AT A SPECIAL GENERAL MEETING HELD ON AUGUST 10<sup>TH</sup> 1996 AT ST JAMES CHURCH HALL, CHURCH RD, MANGERE.**

**MOTION: That Aotea Ngatiwai ki Aotea Trust change its name to Ngati Rehua - Ngatiwai ki Aotea Trust and that the changes to the constitution be accepted: Whetu McGregor/Iraia Ngawaka**

**Motion: Carried**

**This document needs to be attached to the original Constitution.**



IN THE MATTER of the CHARITABLE TRUSTS  
ACT 1957

AND

IN THE MATTER of the NGATI REHUA  
- NGATI WAI KI AOTEA TRUST BOARD, Aotea

THIS DEED OF TRUST made the 11th day of SEPTEMBER 1985  
DEED OF CONSTITUTION OF THE NGATI REHUA - NGATI WAI KI AOTEA  
TRUST BOARD (formerly Aotea Ngatiwai Trustboard)

1. THE NAME of the Trust shall be NGATI REHUA - NGATI WAI KI AOTEA TRUST BOARD.
2. THE OBJECTS for which the Trust is established and the powers of Trustees are:
  - (a) To undertake and accept the Trusteeship and Administration of lands, properties, shares, businesses or any other interests vested in the Ngati Rehua - Ngatiwai ki Aotea Trust Board by the owners, shareholders or a Judge of the Maori Land Court, or owned by the Ngati Rehua - Ngatiwai Ki Aotea Trust Board.
  - (b) To undertake and accept the Trusteeship and Administration of lands, properties, shares, businesses or any other interests which have been vested in Trust under Sections 438 or 439 of the Maori Affairs Act 1953, all amendments to this Act and under Te Ture Whenua Maori Act 1993.
  - (c) To utilise, develop, improve and manage the lands, rivers and foreshores vested in them for recreational, pastoral, agricultural, horticultural, commercial, industrial, mining or for such other utilisation and development purposes as the Trustees see fit, for the ultimate benefit of Ngati Rehua - Ngatiwai Ki Aotea people.
  - (d) To acquire by purchase, exchange, lease or otherwise any lands, rivers, roadways or rights of way and foreshores or any interests or shares in land, rivers, roadways or rights of way and to maintain buildings and other facilities.

- (e) To subdivide, partition, lease, let, sublet or to grant any form of tenancy or licence (including the power to vary or accept, surrender and to grant new leases, subleases, tenancies or licences in substitution therefore).
- (f) To dispose of any of the assets (or part of same) owned by the Trust (but excluding absolutely the disposition of Maori ancestral land) by way of sale, gift or otherwise provided that any other land sale is approved by a majority present and entitled to vote at an Annual General or Special General Meeting of the Trust Board.
- (g) To devote particular recognition to employment in the district and in this regard to take active steps to promote, encourage and create cultural awareness, employment and training opportunities for the beneficial owners and their families, members of the Ngati Rehua - Ngatiwai Ki Aotea tribe.
- (h) To promote and retain all Maori place names past and present.
- (i) Assist in preservation and conservation of all flora, fauna and animals whether in the water, land or air.
- (j) Promote and encourage resettlement of members of the Ngati Rehua - Ngatiwai Ki Aotea people and their families.
- (k) To maintain liaisons with all other Committees constituted for the betterment of the Ngati Rehua - Ngatiwai Ki Aotea people.
- (l) To promote and encourage the spiritual and moral well being of all people.

### 3. MANAGEMENT

- (a) To carry on the business for which the lands, rivers and foreshores have been developed or acquired and to undertake or direct the management of such land, foreshores and water.
- (b) To carry on any business whether in partnership or otherwise which may be conveniently carried on in conjunction with the Trust and with exercise of the powers hereby conferred if in the opinion of the trustees such business will directly or indirectly assist in the better utilisation of the Trust property.

- (c) To acquire and hold shares in the Trust, of any company carrying on any business of the kind referred to in 3(b).
- (d) To manufacture and deal in live and dead stock and chattels and goods of every description.
- (e) To engage, employ and dismiss such contractors, professional advisers, servants, agents and workmen required to carry out the powers of the Trust and to fix their remuneration.

#### 4. AFFORESTATION

- (a) To establish, develop and engage in forestry operations of all kinds including felling, logging, harvesting, treating logs and timber, manufacturing timber products and buying and selling timber products or every kind and description.
- (b) To engage and join in any forestry projects either solely or by way of joint venture, as the trustees deem necessary or advisable.

#### 5. FARMING

- (a) To establish a farm or farms of any nature and to engage in any type of farming, agriculture or pastoral business including the purchase, breeding and sale of any livestock and marketing the produce thereof.

#### 6. HORTICULTURE

- (a) To establish gardens or orchards of any nature and to engage in all types of horticulture business including the sale and marketing of the product thereof.

#### 7. ENERGY FARMING

- (a) To engage in energy farming, if considered appropriate and in the furtherance of this aim by utilising all proven biomass materials including maize, potatoes, sugar beet, peas, lupines, radiata, macrocarpa, gorse and such suitable waste organic material and residual or otherwise remaining

from the undertaking of agricultural and horticultural operations for the production of ethanol and related energy products.

8. POWER TO BORROW

- (a) To borrow money, secured or unsecured, for any or all of the purposes of the Trust either by way of loan, mortgage, lien, charge or howsoever and secured if necessary, over all or any of the real or personal assets of the Trust. Under no circumstances will ancestral lands be used as collateral for borrowing or loans.

9. BANK ACCOUNT

- (a) To open and operate bank accounts and trading accounts with any bank, mercantile firm or institution and to delegate authority to operate upon any such account to accounts.

10. USE OF TRUST PROPERTY BY BENEFICIARIES

- (a) To make regulations for the use of any part of the Trust property and chattels for the beneficiaries and to fix the cost or charges for such use.
- (b) To promote and to make provision for the social and economic advancement including the promotion and maintenance of the health, education and general well-being of the Beneficiaries and members of the Ngati Rehua - Ngatiwai Ki Aotea tribe.
- (c) To partake in and promote charitable causes in the areas in which the Trust lands are situated, for the benefit of the residents and beneficiaries of Ngati Rehua - Ngatiwai Ki Aotea Trust.

11. GENERAL POWERS OF TRUSTEES

- (a) To exercise their duties, the trustees shall manage and administer the Trust property and each and every part thereof to the best advantage so that the best possible benefits for the beneficiaries may be obtained consistent with the objects of the Trust herein before stated.

## 12. POWER OF ATTORNEY

- (a) To accept power of attorney for the management of lands and property.

## 13. APPLICATION OF REVENUE

The trustees may apply all revenue derived b them:

- (a) In payment of the costs of the creation, promotion and establishment of the Ngati Rehua - Ngatiwai Ki Aotea Trust.
- (b) In payment of the reasonable expenses of any trustee or trustees engaged in his or their professional capacity, "reasonable" in this context meaning such charge as is usual and proper for the work undertaken.
- (c) In payment of all areas, taxes, assessments and outgoings including wages in respect of any Trust property.
- (d) In payment of interest on moneys borrowed or in repayment of any moneys borrowed on behalf of the Trust.
- (e) In making such investment or loans as the trustees deem fit.
- (f) In furtherance of the powers and objects of the Trust or in defraying the costs of administration of the Trust.
- (g) In building up cash reserves for contingencies or for capital expenditure for expansion or improving any property of the Trust for the purpose of any business carried on by the trustees.
- (h) In the purchase of the shares of any landowner wishing to sell the same and any shares so purchased shall be deemed to have been acquired on behalf of the Ngati Rehua hapu.
- (i) In making loan finances available to the beneficiaries particularly for the purchase of immediate family shares or for other forms of repurchase arrangements agreed on by the trustees.

## 14. PROFIT DISTRIBUTION

- (a) No profits are to be distributed to the beneficial owners but are to be retained and applied for capital expenditure and in the development and

office of the Trust. Copies of the audited balance sheet and profit and loss accounts may be sighted by appointment at the registered office of the Trust. A copy of the audited accounts for the preceding year will be sent to the treasurer of each sub-committee.

16. APPOINTMENT OF CHAIRPERSON, SECRETARY, ADMINISTRATOR AND TREASURER

- (a) The trustees shall appoint one of their number to be chairperson each year and may likewise appoint a secretary, administrator and treasurer (or a combination of these positions) who need not be trustees.

17. APPOINTMENT OF MANAGEMENT COMMITTEE

- (a) The trustees may appoint from their number a management committee to whom shall be delegated the responsibilities and powers to make decisions regarding the routine activities of the Trust, as approved by the Trustees as soon as possible after each Annual General Meeting.

18. SUB-COMMITTEES

- (a) The trustees may appoint sub-committees (of which a trustee shall be chairman) to who shall be delegated the responsibility for overseeing certain specified activities of the Trust.

19. MEETINGS - ANNUAL GENERAL MEETING, SPECIAL GENERAL MEETING, ORDINARY MEETINGS

- (a) An Annual General Meeting shall be held no later than the 30th November each year. The business of such meeting shall include the adoption or otherwise of the Annual Statement of Accounts for the year ending 31st March and the confirmation of appointment of trustees for the ensuing year. Notice of any General Meeting shall be given by advertisement inserted in the New Zealand Herald and the Barrier Bulletin one calendar



month before the meeting. If any emergency arises then a minimum of two weeks notice can be given.

- (b) The trustees may at their discretion call Special General Meetings to consider the specific matters of importance and except as otherwise stipulated herein shall regulate their own procedure. Minutes of their meetings shall be kept.
- (c) The trustees shall meet together as they think fit and shall regulate their procedure as they think fit.
- (d) All resolutions passed by a majority present and entitled to vote at an Annual General Meeting or a Special General Meeting that the trustees at their discretion have thought fit to call shall become binding upon the trustees.
- (e) Any resolution signed by a majority of the trustees for the time being and attached to the trustees minute book shall be valid and effectual as a resolution duly passed at a meeting of the trustees, provided that no such majority resolution shall be attached to the minute book until all trustees have been notified.
- (f) Whenever the trustees are unable to reach unanimity the dissenting vote or votes shall, if requested, be recorded in the trustee minute book, however, any trustee who has had his dissenting vote recorded shall be required to abide by the majority decision and to do all acts incumbent on him as if the vote had been unanimous.
- (g) A dissenting trustee may if he formally requests such audience, address a meeting comprised of not less than 60% of the beneficial owners.
- (h) The trustees may at any time and on any matter decided by majority vote, apply to the Court or Maori Land Court for directions.

## 20. COMMON SEAL

- (a) The Trust shall have a Common Seal, which shall be kept in the custody of the Secretary or the Chairperson if no Secretary has been appointed. Contracts, deeds or other documents requiring to be executed by the

trustees pursuant to any resolution shall be deemed to be properly executed if the Seal of the Trust is affixed to any such contract, deed or other document in the presence of any two trustees.

The Seal shall not be affixed to any document capable of registration under the Land Transfer Act 1952. Such document shall require to be executed by all the trustees.

## 21. MINUTES

- (a) Proceedings of all meetings shall be recorded in the Board's minute book and shall be confirmed at the subsequent meeting and signed as correct by the Chairperson of the Trust or trustee acting in that capacity.

## 22. ATTENDANCE AND VOTING RIGHTS

- (a) All persons of Ngati Rehua - Ngatiwai Ki Aotea descent shall be entitled to attend Special Annual General Meetings of the Board and shall be entitled to speak thereat and vote on any resolutions put to the meeting. Spouses of deceased beneficiaries may attend such meeting and be entitled to vote for their underage children.
- (b) Persons not of Ngati Rehua - Ngatiwai Ki Aotea descent may attend Annual and Special Meetings of the Board and may speak if given speaking rights by the majority of the trustees present, but may not vote on any resolution put to such meeting.

## 23. PAYING OF EXPENSES

- (a) Each trustee shall be entitled to receive a reasonable traveling allowance or a refund of the expenses actually and reasonably incurred, in attending or returning from meetings of the trustees or for any other purpose associated with the conduct of the Trust business and shall in addition be entitled to receive a fee for each meeting of the trustees attended of such amount as may from time to time be decided by the beneficiaries at a general meeting.

Expenses incurred by trustees will be itemised and figures kept by the Treasurer.

24. VACANCY OF A TRUSTEE

- (a) The office of a trustee hereunder shall become vacant if the trustee dies or resigns (with immediate effect) in writing to the trustees, or becomes bankrupt or becomes a person of unsound mind within the meaning of the Mental Health Act 1969, or after appointment is convicted of an offence for which the maximum penalty is imprisonment for a term of six months or longer unless he has served his sentence or otherwise suffered the penalty imposed on him or if he is removed by the Court, or he or she dies.

25. QUORUM FOR ANNUAL GENERAL MEETINGS AND SPECIAL GENERAL MEETINGS AND ORDINARY TRUSTEE MEETINGS

- (a) The quorum for Annual General Meetings and Special General Meetings shall be eight (8) exclusive of Trustees present.
- (b) The quorum for ordinary Trustee Meetings shall be simple majority Trustees.

26. PROXY

- (a) A member may in writing appoint any person to be his proxy for the purpose of any meeting of the Board and such proxy shall thereupon be entitled to attend such meeting and exercise all the rights and privileges of such member as the member could have done if personally present provided the proxy shall have been deposited with the Secretary at or prior to the meeting of the Ngati Rehua - Ngatiwai Ki Aotea Trust Board the instrument so appointing him as proxy.

27. ARBITRATION

- (a) In the event of any dispute arising howsoever from the construction of any clause herein or affecting any dispute arising whatsoever from any matter

contained in the Trust then such matter shall be referred for arbitration to the Court or the Maori Land Court.

28. BENEFICIARIES MAY REQUISITE MEETINGS

- (a) The trustees shall convene a meeting of beneficiaries upon requisition in writing signed by not less than twenty (20) beneficiaries.

29. AMENDMENTS TO THE CONSTITUTION

- (a) This constitution may be amended only at Annual or Special Meetings of the Board.
- (b) Details of such amendment must be given by way of notice of motion, which must be received by the Trust Board not less than 28 days prior to the date of the meeting.
- (c) Such amendment must receive the assent of at least 75% of the persons present and entitled to vote at such a meeting. Section 23 of the Charitable Trust Act 1957 will be complied with.

30. APPOINTMENT OF TRUSTEES

- (a) The Board shall consist of no fewer than five (5) members.
- (b) All trustees will be appointed for a 2-year term with 2 trustees retiring every 2 years..
- (c) In the event of a position becoming vacant on the Board of Trustees before an annual general meeting or special meeting, the Trustees may appoint a person till the next annual general meeting or special meeting where trustee appointments will be made as before mentioned.
- (d) A retiring Board member shall be eligible for re-election.
- (e) The number of Trustees may be increased or decreased at annual general or special general meetings.
- (f) Any Trustee who fails to attend three (3) consecutive meetings without leave of absence granted by a majority vote of Trustees will be deemed to have tendered their resignation.

- (g) The Trustees hold the sum of ten dollars (\$10) upon the trusts herein set forth.

31. WINDING UP OR DISSOLUTION

- (a) In the event of the Trust being wound up or dissolved all assets shall be distributed for the benefit of the Ngati Rehua - Ngatiwai Ki Aotea people as directed by a judge of the Maori Land Court.

