



\*10047350989\*

**APPLICATION FOR INCORPORATION  
OF TRUSTEES AS A BOARD**  
(Section 7(3))

\_\_\_\_\_  
(for office use only)

Name of  
Proposed  
Trust:

**KAHUKURAARIKI TRUST BOARD**

Trust  
Number

**1588956**

1. We, being [a majority of] the trustees of the **KAHUKURAARIKI TRUST BOARD** hereby apply to be incorporated as a Board under the provisions of the Charitable Trusts Act 1957.
  
2. We desire the name of the Board to be:  
**KAHUKURAARIKI TRUST BOARD**
  
3. The registered office of the Board is to be at:  
the offices of  
**Jackson Russell**  
Solicitors  
3rd floor, 9 Princes Street  
Auckland
  
4. This application is made pursuant to and with the authority of Clause 25 of the Trust Deed referred to in paragraph 6 of this application.
  
5. Neither the Trust nor the trustees thereof are incorporated under the Charitable Trusts Act or under any other Act. There is not otherwise any society represented by the Trust or its trustees.

**P# 07**  
**18 DEC 2004**

Presented by:

Postal  
Address:

**JACKSON RUSSELL**  
Solicitors  
P O Box 3451  
Auckland 1015

Account No:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Facsimile:

\_\_\_\_\_

Name of Proposed Trust:

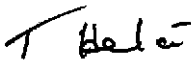
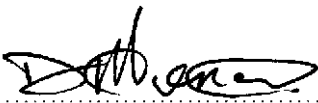
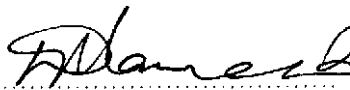
**KAHUKURAARIKI TRUST BOARD**

Trust Number

6. The following document is attached to this application:

Reprint as at 20 September 2003 of original Trust Deed dated 30 October 1998, incorporating amendments made by amending deed dated 20 September 2003 establishing the Ngatikahu Ki Whangaroa Trust, the Board of Trustees of which is called the Kahukuraariki Trust Board.

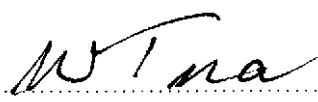
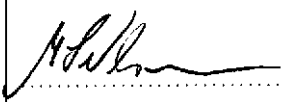

Dated this 27<sup>th</sup> day of October 2004

Name, Address and Description of Trustee	Trustee's Signature	Witness
<p><b>Taipari Raureti HETA</b> 3 Main Road Moerewa Retired</p>		<p>Signature: <u>M. A. Belcher</u> Print Name: <u>MARIA A BELCHER</u> Address: <u>251 DANSEN RD</u> <u>RD 2 PERIA KAITIA</u> Occupation: <u>HOUSE EXECUTIVE</u></p>
<p><b>David Paul HENARE</b> Waimahana Bay Whangaroa Caretaker</p>		<p>Signature: <u>M. A. Belcher</u> Print Name: <u>MARIA A BELCHER</u> Address: <u>251 DANSEN RD</u> <u>RD 2 PERIA KAITIA</u> Occupation: <u>HOUSE EXECUTIVE</u></p>
<p><b>David MANUERA</b> Matai Bay Road, Karikari R D 3 Kaitia Carpenter</p>		<p>Signature: <u>G. Samuel</u> Print Name: <u>GERTRUDE MANUERA</u> Address: <u>MATAI BAY RD.</u> <u>R. D. 3. KARIKARI</u> Occupation: <u>RETIRED</u></p>

Name of Proposed Trust:

**KAHUKURAARIKI TRUST BOARD**

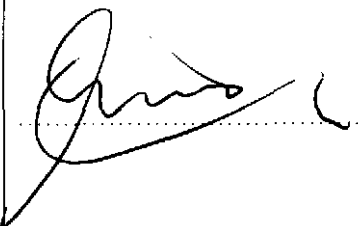

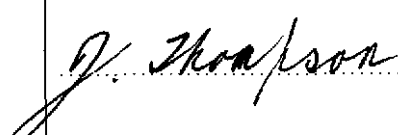

Trust Number

Name, Address and Description of Trustee	Trustee's Signature	Witness
<p><b>Wake TUA</b></p> <p>Matangirau Kaumatua Flats Kao, Whangaroa</p> <p>Retired</p>		<p>Signature: <i>M.A. Belcher</i> .....</p> <p>Print Name: <i>MARIA A BELCHER</i></p> <p><i>251 DANSEN RD</i></p> <p>Address: <i>RD 2, PORA HAITAIA</i></p> <p>Occupation: <i>House Executive</i> .....</p>
<p><b>Waitangi WOOD</b></p> <p>6 Feltwell Place Mangere Bridge</p> <p>Business Consultant</p>	<p>.....</p>	<p>Signature: .....</p> <p>Print Name: .....</p> <p>Address: .....</p> <p>Occupation: .....</p>
<p><b>Miriama Theresa NELSON</b></p> <p>R D 2 Settlement Road Wairaruke Kao, Whangaroa</p> <p>Student</p>		<p>Signature: <i>M.A. Belcher</i> .....</p> <p>Print Name: <i>MARIA A BELCHER</i></p> <p><i>251 Dungen Rd</i></p> <p>Address: <i>RD 2, PORA HAITAIA</i></p> <p>Occupation: <i>House Executive</i> .....</p>
<p><b>Mary Veronica HAPE</b></p> <p>15 Snowden Avenue Moerewa, Bay of Islands</p> <p>Retired</p>		<p>Signature: <i>M.A. Belcher</i> .....</p> <p>Print Name: <i>MARIA A BELCHER</i></p> <p><i>251 DANSEN RD</i></p> <p>Address: <i>RD 2, PORA HAITAIA</i></p> <p>Occupation: <i>House Executive</i> .....</p>
<p><b>Manaaki Reremoana POTO</b></p> <p>39 Weymouth Road Manurewa</p> <p>Nurse</p>	<p>.....</p>	<p>Signature: .....</p> <p>Print Name: .....</p> <p>Address: .....</p> <p>Occupation: .....</p>

Name of Proposed Trust:

**KAHUKURAARIKI TRUST BOARD**

Trust Number

Name, Address and Description of Trustee	Trustee's Signature	Witness
<p><b>Linda Martha NILSEN</b> 6 Turvey Road Mangonui Administration Manager</p>		<p>Signature: <i>MA Belcher</i>..... Print Name: <i>MARIA A BELCHER</i> <i>251 DANSEN RD</i> Address: <i>RD 2 PERIA KAITIARA</i> Occupation: <i>House Executive</i>.....</p>
<p><b>Katera MANUEL</b> R D 2 Otangaroa Road Kao, Whangaroa Retired</p>		<p>Signature: <i>MA Belcher</i>..... Print Name: <i>MARIA A BELCHER</i> <i>251 DANSEN RD</i> Address: <i>RD 2 PERIA KAITIARA</i> Occupation: <i>House Executive</i>.....</p>
<p><b>Juliana THOMPSON</b> R D 2 Otangaroa Road Kao, Whangaroa Retired</p>		<p>Signature: <i>MA Belcher</i>..... Print Name: <i>MARIA A BELCHER</i> <i>251 DANSEN RD</i> Address: <i>RD 2 PERIA KAITIARA</i> Occupation: <i>House Executive</i>.....</p>
<p><b>Lisa KING</b> 24 Ngahui Road Whenuapai Consultant</p>	<p>.....</p>	<p>Signature: .....</p> <p>Print Name: .....</p> <p>Address: .....</p> <p>Occupation: .....</p>
<p><b>Peter Michael PANGARI</b> 224 Hokianga Road Dargaville Researcher</p>		<p>Signature: <i>MA Belcher</i>..... Print Name: <i>MARIA A BELCHER</i> <i>251 DANSEN RD</i> Address: <i>RD 2 PERIA KAITIARA</i> Occupation: <i>House Executive</i>.....</p>

**DECLARATION ACCOMPANYING APPLICATION FOR  
INCORPORATION OF TRUSTEES AS A BOARD**  
(Section 10(2)(3))

(for office use only)

Name of  
Proposed  
Trust:

**KAHUKURAARIKI TRUST BOARD**

Trust  
Number

I, **Peter Michael PANGARI** of Dargaville Chairman of the **Kahukuraariki Trust Board** do solemnly and sincerely declare as follows:

1. **I am** as one of the trustees a subscriber to the Application for Incorporation of Trustees as a Board of the **Kahukuraariki Trust Board** dated 27 October 2004.
2. **The trustees** hold no assets or property other than the trust fund held on the trusts set out in the trust deed of the **Ngatikahu Ki Whangaroa Trust** dated 30 October 1998 establishing the said Trust as amended by amending deed dated 20 September 2003, a certified reprint of which accompanies the Application for Incorporation of the Trustees as a Board.
3. **Pursuant** to clause 25.1 of the said trust deed, the board of trustees of the said trust duly resolved on 16 October 2004 to apply for incorporation of the board under the Charitable Trusts Act 1957.
4. **At the date of the application** there are 13 persons who hold office as trustees of the Ngatikahu Ki Whangaroa Trust and members of its board of trustees the Kahukuraariki Trust Board. They are:

Taipari Raureti Heta

David Paul Henare

Wake Tua

Miriama Theresa Nelson

David Manuera

Waitangi Wood

Mary Veronica Hape

Presented by:

Postal  
Address:

**JACKSON RUSSELL**  
Solicitors  
P O Box 3451  
Auckland 1015

Account No:

Telephone:

Facsimile:

Name of Proposed Trust:

KAHUKURAARIKI TRUST BOARD

Trust Number

[Empty box for Trust Number]

Manaaki Reremoana Poto

Linda Martha Nilsen

Katera Manuel

Juliana Thompson

Lisa King

Peter Michael Pangari.

The application is signed by a majority of the trustees.

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 Dargaville this 29 day of Oct. 2004  
before me:

*Harman P. Manuel*  
Dargaville

) *P. M. Pangari* ..... P M Pangari

~~A Solicitor of the High Court of New Zealand~~  
or  
Justice of the Peace

[ ]

## 2003 Reprint

*incorporating amendments  
as at 20 September 2003*

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Trust Deed of the

### NGATIKAHU KI WHANGAROA TRUST

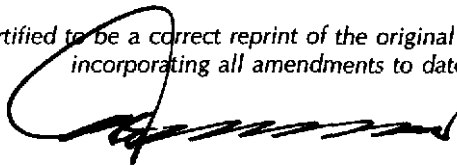
**Mamaru te Waka  
Parata te Tangata  
I moe i a Kahukuraariki  
Ngatikahu te Iwi**

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#### Comprising


- *Original Trust Deed dated 30 October 1998*
- *Amending Deed dated 20 September 2003*

*Certified to be a correct reprint of the original trust deed  
incorporating all amendments to date.*



*Solicitor of the High Court of New Zealand*

**Certified to be a correct copy**

  
P. M. Pangari

(A subscriber to the application for incorporation)

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**JACKSON RUSSELL**  
SOLICITORS  
AUCKLAND

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This deed is made the **30** day of **October** 1998

**BY** "the Settlor" : **PETER MICHAEL PANGARI**  
**WITH** "the Trustees" : The persons named and subscribed in the  
Schedule hereto

**RECITALS:**

- A The Settlor wishes to establish by this deed a charitable trust ("the Trust") for the purposes set out herein.
- B The Settlor has paid to the Trustees the sum of \$10.00 to be held by them, together with all further sums and assets paid or transferred to them, or acquired by them, or otherwise vested in them, upon the trusts and for the purposes and with the powers set out in this deed.
- C The parties enter into this deed to specify the purposes of the Trust and to provide for its control and governance.

**THIS DEED WITNESSES**

**1 Name of Trust**

- 1.1 The Trust created by this deed shall be known as the **NGATIKAHU KI WHANGAROA TRUST**.
- 1.2 The Board of Trustees may in its discretion from time to time change the name of the Trust, by deed.

**2 Office**

The office of the Trust shall be at such place in New Zealand as the Board of Trustees may from time to time determine.

**3 Definitions and interpretation**

In this deed, unless inconsistent with the context:

- 3.1 The following terms shall have the meanings set out hereunder:

- [3.1.1 **“Beneficiary”** in relation to this Trust means any member of Ngatikahu Ki Whangaroa (refer 3.1.5).]  
*[The 2003 amendment deleted the original definition of “Beneficiary” and replaced it with this new definition.]*
- 3.1.2 **“Board”** or **“Board of Trustees”** means the Board of Trustees acting under the provisions of this deed.
- 3.1.3 **“Charitable Purposes”** means every object or purpose within New Zealand which in accordance with the law of New Zealand for the time being is charitable.
- 3.1.4 **“Kaumatua Advisory Komiti”** means the advisory body established under clause 21.
- 3.1.5 **“Ngatikahu Ki Whangaroa”** means all the Iwi who are descended from the common ancestor Kahukuraariki.
- 3.1.6 **“Rohe”** means the ancestral and contemporary tribal boundaries of Ngatikahu Ki Whangaroa.
- 3.1.7 **“Trust”** means the **Ngatikahu Ki Whangaroa Trust** established by this deed.
- 3.1.8 **“Trust Fund”** means the said sum of \$10.00 and all further money, property and investments of any nature or kind which may hereafter be received or acquired by the Trustees from any source and whether by way of gift, bequest, devise, purchase, exchange or otherwise howsoever for the purposes of the Trust, and the money, property and investments from time to time representing the same and the income therefrom.
- 3.1.9 **“Trustees”** means the trustees for the time being of the Trust, whether original, additional or substituted, who shall together constitute the Board of Trustees hereunder. The first Trustees are those persons named and subscribed in the Schedule to this deed.
- 3.1.10 **“Whanau”** means all the Beneficiaries.
- 3.1.11 **“Whenua”** means such lands as may be returned to Ngatikahu Ki Whangaroa as a result of negotiations with the Crown following from Claim WAI 116 in the Waitangi Tribunal.

- 
- 3.2 The word "**company**" includes any corporation, firm, trust, or other body of any kind (whether incorporated or unincorporated)
- 3.3 The word "**person**" includes a company.
- 3.4 The word "**property**" includes real and personal property.
- 3.5 Words importing the singular include the plural, and vice versa.
- 3.6 Words importing the masculine gender include the feminine and neuter genders.
- 3.7 Clause headings are for convenient reference only, and do not affect the meaning.

#### **4 Establishment of Trust**

- 4.1 The Settlor hereby establishes the Trust, as a charitable trust for the purposes set out in this deed.
- 4.2 The Trust shall be administered by the Board of Trustees.
- 4.3 The Trustees shall stand possessed of the Trust Fund upon the trusts and for the purposes and with the powers expressed or implied in this deed.
- 4.4 Except as is expressly authorised by this deed, no part of the Trust Fund shall be applied for the benefit of the Settlor or of the Trustees.

#### **5 Purposes**

The purposes of the Trust are as follows:

- 5.1 To negotiate with the Crown for the return of the Whenua and the payment of such compensation and the receipt of such other benefits as it can [reasonably] achieve.  
*[The 2003 amendment replaced "reasonable" with "reasonably".]*
- 5.2 To administer the Whenua, compensation and benefits for the Whanau.
- 5.3 To promote spirituality as part of the mission of cultural, educational, social and economic advancement for the Whanau.

- 
- 5.4 To promote and provide education of whatsoever nature suited to the particular needs of the Whanau.
- 5.5 To promote and provide for the spiritual enrichment, health and development of the Whanau.
- 5.6 To revive, preserve, maintain, nurture te whare wananga o Ngatikahu Ki Whangaroa in particular te reo on all Marae within te Rohe.
- 5.7 To acknowledge Tangata Whenua of the various Marae tribal areas through Runanga a Iwi or the appropriate tribal body, and to seek their mandate and support.
- 5.8 To promote and adopt the following principles:
- 5.8.1 The foundation stone (Te Kamaka) for the Trust shall be the principle of "Te Tapu o te Atua, Te Tapu o te Tangata, Te Tapu of nga mea katoa o te Ao Marama".
- 5.8.2 To address "te Tapu o te Atua, te Tapu o te Tangara, te Tapu o nga mea katoa o te Ao Marama" in TIKI (justice) PONO (integrity) and AROHA (love).
- 5.8.3 To address and enhance "te Tapu o te Tangata" the very being of people in its totality - spiritually (taka wairua), physically (taha Tinana), culturally, materially, economically and socially. To fail to address a part is to fail to address the whole - to violate a part is to violate the whole.
- 5.8.4 To restore the TAPU of people, according to the principle "hohouronga" (reconciliation, when the tapu of people has been violated).
- 5.8.5 To be responsible stewards (Kaitiaki) over God's creation, (nga mea katoa o te Ao Marama).
- 5.8.6 To address and enhance "te tapu o te tangata o te iwi Maori" the very being of people and of the Maori race, so that their mana as people may be effective in ordering their own lives and affairs (Mana Whakahaere) and sharing with others (Mana Tuku).

- 
- 5.9 To ensure that the Whenua remains sacrosanct and inalienable by way of sale or mortgage.
  - 5.10 To ensure within the foregoing limits that the Whenua provides in the best possible way for its people.
  - 5.11 To endorse and promote the Treaty of Waitangi which recognises and guarantees Tino Rangatiratanga over the material, cultural and spiritual resources of the Whanau.

**“Ki te Whai te Mana Maori Motuhake i runga i te kotahitanga me te tino rangatirantanga i roto i te Tiriti o Waitangi”.**

- 5.12 To establish support, administer, advance and promote such schemes or projects as may have charitable purposes beneficial to the Whanau.
- 5.13 To promote and provide schemes, services and facilities for the promotion of the educational, sporting, recreational, social, cultural, spiritual and economic welfare amongst those members of the Whanau.
- 5.14 To support, donate moneys to, and provide resource for nga marae, schools, activities of a charitable nature, and people in need.
- 5.15 To advance and promote education in connection with the Maori language and culture and to provide such education by any means whatsoever to whomsoever may be interested within the Whanau.
- 5.16 To provide scholarships and other financial assistance for the Whanau, to attends schools, universities, educational and training institutions, technical institutes and religious institutions.
- 5.17 To promote and provide educations regarding the historical, cultural and archaeological projects associated with the Whanau.
- 5.18 To promote and articulate the needs and concerns of whatsoever nature of the Whanau and in the promotion of the charitable objects of the Trust to seek just and proper representation on Local Authorities, Committees or Institutions statutory or otherwise.
- 5.19 To provide for, encourage, promote and develop health care, the relief of sickness and the art of healing and in particular the art of Maori healing with the Whanau having regard to the need to encourage individuals:

5.19.1 To accept responsibility for their own well-being; and

5.19.2 To develop the ability to take control of all aspects of their lives;  
and

5.19.3 To recognise the significance of the relationship between good  
health and general well-being.

5.20 To seek, accept and receive donations, subsidies, grants, endowments, gifts,  
legacies and bequests either in money or kind or partly in money and  
partly in kind for all or any of the charitable purposes and objects of the  
Trust.

5.21 To protect Wahitapu.

## 6 Structure of Trust

The Trust shall be administered by the Board of Trustees, who shall be accountable  
to the [Beneficiaries] in accordance with this deed.

*[The 2003 amendment replaced "Members" with "Beneficiaries".]*

## [7 Board of Trustees

### 7.1 Name of Board

7.1.1 The Board established under this deed to administer the Trust shall  
be known as the **KAHUKURAARIKI TRUST BOARD**.

7.1.2 The Board may from time to time by deed change its name.

### 7.2 Number of Trustees

The Board of Trustees shall at all times be not less than 7.

### 7.3 Appointment or selection of Trustees

The members of the Board of Trustees shall be appointed or selected as  
follows:

#### 7.3.1 Kaumatua

7.3.1.1 The Kaumatua Advisory Komiti shall appoint one  
Trustee, who shall be a Kaumatua.

7.3.1.2 The Komiti may at any time remove its appointee  
and make a new appointment.

7.3.1.3 The Komiti shall advise the Board secretary in writing of every appointment under this provision.

**7.3.2 Two representatives of each marae**

7.3.2.1 Each marae within the Rohe shall, at its own annual general hui, select two persons to be Trustees, to take office from the conclusion of the Annual General Hui of the Trust next following that annual general hui of the marae. It will be the obligation of the trustees representing each marae to notify the Board of the date of their marae's annual general hui in good time prior to that date, and it will be the obligation of the Board to give reasonable public notice of that date time and place and to include in the notice that an item of business will be the selection of that marae's trustees to the Board.

7.3.2.2 The secretary or chairperson of each marae shall promptly advise the Board secretary in writing of the names of the Trustees selected by that marae. The letter shall state the date of the hui at which the Trustees were selected.

7.3.2.3 Trustees selected by a marae are responsible to report regularly to their marae in accordance with the custom of their marae.

**7.4 Optional Advisory Trustees**

7.4.1 The Board may from time to time, in its discretion, appoint one or more Advisory Trustees, being a person or persons interested in the Board's objectives and capable of assisting the Board to carry out its objects by reason of their skill, expertise, profession or standing in the community or other qualifications.

7.4.2 The Board is not obliged to make any appointment under this provision.

7.4.3 Advisory Trustees appointed under this provision are entitled to receive agendas and minutes of all Board meetings, and to attend and speak at all Board meetings. Advisory Trustees do not have

any vote at Board meetings, and are not counted as part of the quorum.

7.4.4 The Board may at any time revoke the appointment of any Advisory Trustee.

**7.5 Trusteeship vacated**

The office of trustee is vacated if the Trustee:

7.5.1 is not re-selected upon the expiry of his or her current term of office; or

7.5.2 resigns, by giving written notice to the Board; or

7.5.3 becomes bankrupt; or

7.5.4 becomes of unsound mind, or is the subject of an order appointing a manager under the Protection of Personal and Property Rights Act 1988; or

7.5.5 dies; or

7.5.6 is sentenced to imprisonment; or

7.5.7 is absent without leave from three consecutive meetings of the Board.

**7.6 Casual vacancy**

Upon the occurrence of any vacancy in the office of any Trustee:

7.6.1 In the case of a Kaumatua, the Kaumatua Advisory Komiti shall as soon as reasonably practicable make a new appointment to fill the vacancy, and notify the Board secretary in writing of such appointment;

7.6.2 In the case of a marae representative, the marae shall as soon as reasonably practicable select another person to be Trustee, to hold office until the conclusion of the next following Annual General Hui of the Trust. The marae may, but shall not be obliged to, call a special general hui for the purpose of selecting a new Trustee under this paragraph. The secretary or chairperson of the marae



shall promptly advise the Board secretary in writing of the new selection.

7.6.3 If within a reasonable time after the occurrence of a vacancy in the case of a marae representative the marae has not selected a new Trustee to fill the vacancy, or if for any reason a marae fails to hold its annual general hui or fails to select Trustees at its annual general hui, the Board may itself appoint Trustee/s to represent that marae, to hold office until the marae notifies the Board secretary of a new selection, or until the conclusion of the next following Annual General Hui of the Trust, whichever first occurs.

7.6.4 A new Trustee selected or appointed under either of the two preceding paragraphs shall be responsible to report regularly to the marae which he or she represents, in accordance with the custom of that marae.

#### 7.7 ***Change of Trustees***

Upon any change of trustees, the Trustee/s vacating office and any new Trustee/s shall join with the continuing Trustee/s in executing any formal deed that may be necessary or desirable to record such change and to vest any property forming part of the Trust Fund in the names of the continuing Trustee/s and the new Trustee/s. (This clause shall cease to apply after the Board has become incorporated under the Charitable Trusts Act and the assets comprising the Trust Fund have been transferred to or otherwise vested in the incorporated board.)]

*[The original clause 7 was deleted and replaced by the above clause in the 2003 amendment. Refer to clause 17 of the amendment deed for transitional provision on the replacement clause taking effect (20/09/2003).]*

## 8 **Proceedings of the Board**

### 8.1 ***Meetings***

8.1.1 Subject to the provisions hereof the Trustees shall meet together for the dispatch of business and may adjourn and otherwise regulate their meetings as they think fit.

8.1.2 Meetings of the Board shall be held at such times and places as the Board may determine.

8.1.3 There shall be at least one meeting of the Board in each financial year.

8.1.4 The Chairperson may call a meeting of the Board at any time, and shall do so upon written requisition by any three Trustees.

**8.2 Notice of Board meetings**

At least 7 days' notice shall be given to all Trustees of every Board meeting. Notice may be given orally, or by letter, facsimile, e-mail, or any other effective means of communication. In the case of a meeting called upon requisition, the notice shall include advice of the particular business proposed to be considered.

**[8.3 Quorum**

8.3.1 The quorum necessary for the transaction of the business of the Board shall be either 7 Trustees, or such number of them as equals the next whole number above 51% of the total number of Trustees in office, whichever is the greater.

8.3.2 No business shall be transacted unless a quorum is present.

Examples:            13 trustees: 51% = 6.63: quorum = 7  
                          14 trustees: 51% = 7.14: quorum = 8  
                          15 trustees: 51% = 7.65: quorum = 8  
                          16 trustees: 51% = 8.16: quorum = 9  
                          17 trustees: 51% = 8.67: quorum = 9  
                          18 trustees: 51% = 9.18: quorum = 10  
                          19 trustees: 51% = 9.69: quorum = 10  
                          20 trustees: 51% = 10.2: quorum = 11 ]

**[The original 8.3 was deleted and replaced in the 2003 amendment.]**

**8.4 Vacancies**

8.4.1 The continuing Trustees may act notwithstanding any vacancy in their body if and so long as their number is not reduced below the minimum number fixed by this deed to constitute a quorum of the Board.

8.4.2 If the number of trustees falls below the minimum required for a quorum, and if any marae entitled to appoint Trustees has failed to make its appointment/s within a reasonable time after written notice by the Board secretary requiring it to do so, then the remaining Trustees may on behalf of that marae make such appointment/s as it thinks fit in accordance with the intention of clause 7.5.2 so as to bring the number of Trustees up to not less than that required for a quorum. Any person appointed by the Board to be a Trustee on behalf of any marae under this provision

shall cease to hold that office once that marae has made its own appointment.

**8.5 Chairperson**

The trustees shall elect a Chairperson of their meetings and determine the period for which he or she is to hold office but if no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for the meeting, the trustees may choose one of their number to be Chairperson of the meeting.

**8.6 Resolutions**

A resolution in writing signed by all the trustees for the time being entitled to receive a notice of a meeting of the Board shall be valid and effectual as if it had been passed at a meeting of the Board members duly convened and held. Any such resolution may consist of one or several documents in similar form signed by one or more trustees.

**8.7 Secretary and Treasurer**

The Board shall appoint the offices of Secretary and Treasurer. These offices may be combined. The Secretary and Treasurer need not be members of the Board.

**8.8 Voting**

Questions before the Board shall in the first instance be considered and if possible be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the chairperson shall not have a casting vote, and the motion shall be lost.

**8.9 Minutes**

The secretary shall keep minutes of all Board meetings which shall be available for inspection by Board members at reasonable times.

**9 Powers**

**9.1 General and specific powers**

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the Board may all or any of the following powers in order to carry out its charitable objects:

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- 9.1.1 to use the funds of the Trust as the Board thinks necessary or proper in payment of the costs and expenses of the Trust, including the employment of professional advisers, agents, officers and staff as appears necessary or expedient.
- 9.1.2 to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Board thinks necessary or expedient for the purposes of attaining the purposes of the Trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid.
- 9.1.3 to carry on any business.
- 9.1.4 to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit.
- 9.1.5 to borrow or raise money from time to time with or without security and upon such terms as to priority and otherwise as the Board thinks fit **provided** that the Board shall not be entitled to mortgage the Whenua.
- 9.1.6 to do all things as may from time to time appear to be necessary or desirable to enable to Board to give effect to and to obtain the charitable purposes of the Trust.
- 9.1.7 to establish a Management Board to manage the Whenua and other trust lands and trust assets.
- 9.1.8 to make representations to Government, Government Departments, Local Bodies, Community or Statutory Bodies of whatever kind or nature relating to the advancement of the charitable objects of the Trust.
- 9.1.9 to engage in such joint ventures or participate in such schemes as may be operated through or by Government Departments, Local Bodies, Community or Statutory Bodies or Private Bodies and are designed to secure or advance the charitable objects of the Trust.
- 9.1.10 to decide on whether to approve Mining and Mineral Rights after consultation with the Iwi.

9.1.11 to apply funds towards the promotion of health, including but not limited to:

9.1.11.1 installing, or making grants or loans towards the cost of installing, water supplies, sanitation works and drainage in the Rohe O Ngatikahu Ki Whangaroa;

9.1.11.2 promoting, carrying out, or subsidising housing schemes, or by making grants or loans for any such scheme; or

9.1.11.3 providing subsidies, or making grants for medical, nursing, or dental services.

9.1.12 to apply funds towards the promotion of social and economic welfare, including but not limited to:

9.1.12.1 making grants or loans for the relief of poverty,

9.1.12.2 developing, subsidising, or making grants or loans for farming or other industries where such developments subsidies or grants shall alleviate social and/or economic need among members of the Whanau,

9.1.12.3 making grants or loans towards the costs of the construction, establishment, management, maintenance, repair or improvement of halls, churches, marae or cemeteries,

9.1.12.4 establishing, maintaining and equipping housing for the purposes of providing either permanent or temporary accommodation,

9.1.12.5 making grants or loans towards the establishment or recreation centres for the common use of the Whanau in the rohe,

9.1.12.6 promoting, carrying out, or subsidising roading schemes or by making grants or loans for any such schemes, or

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- 9.1.12.7 purchasing, acquiring, holding, selling disposing of, or otherwise turning to account shares in any body corporate that has as one of its principal objects the economic or social development of the Whanau or the development of the Whenua.
- 9.1.13 to apply funds towards the promotion of education and vocational training, including but not limited to:
- 9.1.13.1 assisting in the establishment of schools and in the equipping, managing and conducting of schools, by making grants of money, equipment or material to schools or other educational or training institutions, or by making grants to funds established by bodies formed for the promotion of the education of the Whanau or for assisting the Whanau to obtain training or practical experience necessary or desirable for any trade or occupation,
- 9.1.13.2 providing scholarships, exhibitions, bursaries or other methods of enabling individuals to secure the benefits of education or training or by making grants to educational bodies for scholarships, exhibitions or bursaries,
- 9.1.13.3 providing books, clothing or other equipment for the holders of scholarships or other individuals, or by making grants for any such purpose, or by making grants generally for the purpose of assisting the parents or guardians of children to provide for their education or training for any equipment or occupation,
- 9.1.13.4 providing, maintaining or contributing towards the cost of residential accommodation for children in relation to their education or training, or
- 9.1.13.5 the promotion of schemes to encourage the practice of Maori arts and crafts, the study of Maori lore and history and the speaking of the Maori language as they relate to the Rohe.

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Provided that nothing herein contained shall be deemed to preclude the Board from applying money for the general benefit of a group or class of persons, notwithstanding that the group or class of persons includes persons other than the Whanau provided always that the application of money to any group or class of person is for exclusively charitable purpose within New Zealand:

- 9.1.14 to acquire hold and dispose of shares in any company registered under the Companies Act having objects similar to and compatible with those of the Trust.
- 9.1.15 to enter into any arrangement with any Government or Municipal Authority which is conducive to the Trust's objects.
- 9.1.16 to construct, alter, restore, improve, maintain, develop, work, manage, carry out or control any buildings or works and to enter into contracts and arrangements of all kinds with architects, builders and others.
- 9.1.17 to acquire, hire, operate and maintain any means of transportation whether of persons or of goods or both and to make charges for the use thereof.
- 9.1.18 to enter into contracts of employment or service and pay such remunerations for services rendered as the Board considers reasonable and proper.
- 9.1.19 to borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Board thinks fit.
- 9.1.20 to invest surplus funds subject to the terms of any trust or grant or endowment in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit.
- 9.1.21 to draw, make, accept and endorse, discount, execute and issue promissory notes, bills of exchange, bills of sale, warrants, debentures and other negotiable or transferable instruments.
- 9.1.22 to adopt such means of making known the activities and objects of the Trust as may seem expedient to the Board in particular, but not so as to limit the generality hereof, by advertising in the press, by

circulars and by publication of books, periodicals, brochures, maps and any printed and illustrated material whatsoever and by contributions to the press, periodicals and books and also by firms or other means approved by the Board.

9.1.23 to print, publish, distribute and sell any books, articles, research, monograph, pictures, photographs, maps and any other works upon such terms and conditions agreed between the authors and the Board.

9.1.24 to make charges for admission to property held by the Board, and to exhibitions, displays, lectures, films and other educational services arranged by the Board.

9.1.25 to pay all or any of the expenses incurred in connection with the incorporation and establishment of the Trust.

9.1.26 to appoint agents, officers and staff nationally or internationally and to remunerate them for their services by salary or commission.

9.1.27 to do all things as may from time to time appear desirable to enable the Board to give effect to and to attain the charitable purposes of the Trust.

## 9.2 **Employment**

Under clause 9.1.1 the Board may employ as agents, officers and staff persons who are members of the Board or [Beneficiaries].

*[In the 2003 amendment the words "Members of the Trust" were deleted and replaced with "Beneficiaries" .]*

## 10 **Interests Register**

10.1 The Board shall maintain an Interests Register in which shall be entered the personal interest of every Trustee in any transaction or proposed transaction with the Trust.

10.2 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 the Board and cause to be entered in the Interests Register the nature, extent, and monetary value (if such can be quantified) of that interest.

10.3 A general notice entered in the Interests Register to the effect that a Trustee is a director, shareholder, officer, member, or trustee of another named



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company, body (whether incorporated or unincorporated), trust or person and is to be regarded as interested in any transaction which may, after the date of such entry, be entered into with that company, body, trust or person, shall be a sufficient disclosure of interest.

**11 Trustees contracting with Board**

11.1 Having first disclosed his or her interest in accordance with clause 10, a Trustee may, personally or by his or her company, partner or employee, contract or engage with the Board as vendor, purchaser, landlord, tenant, professional adviser, lender, supplier or otherwise without being liable to account for any resulting income or profit, if the consideration for such contract or engagement is not more favourable to that Trustee than would be available under an arm's length transaction on the open market, and no such contract or engagement shall be liable to be avoided by reason of the Trustee's interest in it;

11.2 Such Trustee shall not however vote on any matter in which he or she is interested, nor shall that Trustee be counted to make up the quorum present at the meeting.

11.3 ***Trustees' out-of pocket expenses***

The Trustees in their capacity as trustees shall be entitled to reimbursement of out-of-pocket expenses reasonably incurred by them in the execution of their duties as trustees, but they shall not otherwise be entitled to any remuneration for their services in their capacity as trustees.

**12 Income, benefit or advantage to be applied to charitable purposes**

12.1 ***Application***

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

12.2 ***No influence***

No person who is a Settlor or Trustee of this Trust, or who is a person in any of the other categories specified in section CB4(1)(e) of the Income Tax Act 1994, shall by virtue of that capacity, in any way (whether directly or indirectly) determine, or materially influence in any way the determination of, the nature or extent of any benefit or advantage or amount to be received, gained, afforded or derived, or the circumstances in which it is, is to be, or may be, received, gained, afforded or derived, by that person, except where that income, benefit or advantage is derived from:

12.2.1 professional services to the Trust rendered in the course of business charged at no greater rate than current market rates; or

12.2.2 interest on money lent at no greater rate than current market rates.

**13 Money to be banked**

13.1 All money forming part of the Trust Fund shall as soon as practicable after it has come into the hands of the Trustees (or any officer of the Board) be paid into such bank account or accounts as the Board from time to time appoints.

[13.2 No money shall be withdrawn from the bank except by authority of the Board and by cheque signed by such two of the Trustees who have from time to time been so authorised by the Board, or by one of the authorised Trustees and such other authorised signatory as the Board may appoint.]

*[The original 13.2 was deleted and replaced in the 2003 amendment.]*

13.3 The Board may from time to time authorise the opening of an imprest account in the name of an officer of the Board and may direct what payments shall be made from any such imprest account.

13.4 The Board shall from time to time by resolution fix the maximum amount that may be held at any time in any such imprest account.

13.5 A statement of all payments made from the imprest account shall be submitted to the Board for approval at its first ordinary meeting after those payments have been made.

**14 Accounts and financial**

**14.1 Financial Year**

The financial year of the Trust shall end on the 31st day of March in each year, or such other date as the Board may from time to time decide.

**14.2 True and fair accounts**

The Board shall keep true and fair accounts of all money received and expended, and assets administered.

**14.3 Audit**

As soon as practicable after the end of every financial year, the Board shall cause the accounts of the Trust for that financial year to be audited by an

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accountant appointed by it for that purpose and the Board shall present the audited accounts to the Annual General Hui.

**15 Liability and indemnity of Trustees**

15.1 No Trustee of the Trust shall be liable for any loss to or from the Trust Fund, or suffered by any Beneficiary hereunder, arising from any action taken by him as a Trustee hereunder *provided* that such action is not attributable to his own dishonesty or to the wilful commission by him of an act known to him to be a breach of trust and, in particular, no Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee.

15.2 The Trustees shall be entitled to a full and complete indemnity from the Trust Fund and every part thereof for any personal liability they (or any one or more of them) may incur in connection with any action taken by them, or him, acting (or purportedly acting) as Trustees hereunder, subject however to the proviso to clause 15.1.

**[16 Register of Beneficiaries**

16.1 The Board shall maintain a Register of Beneficiaries.

16.2 An applicant for registration must be aged 18 years or over, and must complete and submit to the Board secretary an application in the form from time to time approved by the Board.

16.3 Every application for registration shall be scrutinised by the Kaumatua Advisory Komiti, which shall have the sole and absolute power to determine whether or not the applicant is descended from the common ancestor Kahukuraariki.

16.4 Upon determination by the Kaumatua Advisory Komiti that the applicant is descended from the common ancestor Kahukuraariki, the secretary shall enter the applicant's name in the Register of Beneficiaries.

16.5 It is the responsibility of every registered beneficiary to keep the Board secretary informed of any change of his or her name or address.

16.6 Every registered Beneficiary is eligible to attend and vote at a general hui.]  
*[The original clause 16 was deleted and replaced in the 2003 amendment.]*

**17 Annual General Hui of the Trust**

**17.1 Time and place of meeting**

The Annual General Hui of the Trust shall be held each year in the month of May or such other month and at such place and time as the Board shall determine.

**17.2 Business of Annual General Hui**

The Annual General Hui shall carry out the following business:

17.2.1 receive the minutes of the previous Annual General Hui and of any other Special General Hui held since the last Annual General Hui; and

17.2.2 receive the Trust's statement of accounts for the preceding year and an estimate of income and expenditure for the current year; and

17.2.3 receive reports from the Board and its committees; and

~~17.2.4~~ [The original 17.2.4 was deleted in the 2003 amendment and was not replaced.]

17.2.5 consider and decide on any other matter which may properly be brought before the meeting.

**18 Special General Hui**

**18.1 Board may call Hui**

The Board may at any time call a Special General Hui.

**18.2 Hui called upon requisition**

The Board secretary shall call a Special General Hui upon receipt of a written request for such meeting, signed by not less than 50 [Beneficiaries registered under clause 16] and stating the reason for having the meeting.

[The original expression "Members of the Trust" was deleted and replaced in the 2003 amendment.]

**19 Procedure for General Meetings**

**19.1 Definition**

In this clause the term "general hui" includes both an Annual General Hui and a Special General Hui.

**19.2 Notice of meeting**

The Board secretary shall give not less than 14 days' written notice of every general hui to all [Beneficiaries registered under clause 16]. The notice shall state whether the meeting is the Annual General Hui or a Special General Hui as the case may be, and shall specify the place, date and time at which the meeting is to be held, and the business proposed to be transacted at it.

*[The original expression "Members of the Trust" was deleted and replaced in the 2003 amendment.]*

**[19.3 Quorum**

Twenty registered Beneficiaries present personally, or fifty percent of all registered Beneficiaries, whichever is the less, shall constitute a quorum for a general hui.]

*[The original 19.3 was deleted and replaced in the 2003 amendment.]*

**19.4 Chairperson**

The Chairperson of the Board or the Chairperson's nominee shall chair each general hui.

**19.5 Voting**

19.5.1 All questions at a general hui shall as far as possible be decided by consensus.

19.5.2 However, if a consensus decision cannot be reached on any question, it shall be put as a motion to be decided by a majority of votes.

19.5.3 Each [registered Beneficiary] shall have one vote. Voting shall be by show of hands. The Chairperson shall not have any casting vote. If the voting is tied, the motion shall be lost.

*[In the 2003 amendment "Member" was deleted and replaced with "registered Beneficiary".]*

**20 Executive Committee, Management Committee, Special Committees**

**20.1 Executive Committee**

The Board may from time to time appoint an Executive Committee composed of at least three trustees, for the purpose of making any necessary executive decisions between regular Board meetings, and for the purpose of carrying out or overseeing any other functions, responsibilities and business of the Board as the Board shall from time to time prescribe.

**20.2 Management Committee**

The Board may from time to time appoint a Management Committee composed of at least three trustees, for the purpose of carrying out or overseeing such functions, responsibilities and business of the Board as the Board shall from time to time prescribe.

**20.3 Special Committees**

The Board may from time to time appoint such other committees or subcommittees as it thinks fit, to include at least one Trustee as a member thereof, for such special purposes as the Board shall from time to time prescribe.

**20.4 Delegation to committees**

20.4.1 The Board may delegate to the Executive Committee, and to the Management Committee, and to any Special Committees, all or any of its duties and responsibilities (but not including this power of delegation) upon such terms and conditions as it thinks fit. In particular, the Board may prescribe rules and regulations and quorum for meetings of any such committee, and may otherwise regulate and limit the powers, duties and responsibilities of any such committee.

20.4.2 Every delegation by the Board to the Executive Committee and to the Management Committee and to any Special Committees shall be revocable at will by the Board and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

**20.5 Co-option of persons to committees**

The Board may at any time and from time to time co-opt such other person or persons as it thinks fit to be members of or advisers to the Executive Committee or any Management Committee.

**20.6 Nominations for committee positions**

The Board in its discretion (and without limiting its powers under this clause) may from time to time call a public meeting and nominations for the purpose of selecting persons suitable for appointment or co-option to the Executive Committee, the Management Committee, or any Special Committees.

20.7 **Committee membership**

Every person appointed to the Executive Committee or the Management Committee or any Special Committee shall hold office upon such terms and conditions as the Board shall determine, and may be removed from such committee by the Board at any time.

20.8 **Committee proceedings to be reported to full Board**

Every act or proceeding of the Executive Committee and of the Management Committee and of any Special Committees shall be submitted to a meeting of the Board for its approval.

20.9 **Committee procedures**

20.9.1 Every such committee shall determine the procedure at its meetings as it shall see fit. It shall elect a Chairperson to preside at its meetings. If at any meeting the Chairperson is not present within five (5) minutes after the time appointed for the holding of the meeting, the members of the committee who are present may choose one of their number to be Chairperson of that meeting.

20.9.2 Every such committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes present and in the case of an equality of votes the Chairperson shall have a second or casting vote.

**21 Kaumatua Advisory Komiti**

21.1 There shall be a Kaumatua Advisory Komiti who shall be Nga Kaumatua O Te Rohe O Ngatikahu Ki Whangaroa. Membership of the Komiti shall be determined in accordance with Tikanga Maori.

21.2 The Kaumatua Advisory Komiti shall from time to time appoint a Kaumatua to be a member of the Board of Trustees in accordance with clause 7.5.

21.3 The Kaumatua Advisory Komiti shall scrutinise all [applications for registration], and shall determine whether or not the applicant is descended from the common ancestor Kahukuraariki.

*[In the 2003 amendment the expression "applications for membership of the Trust" was deleted and replaced with "applications for registration".]*

21.4 The Board and any member of the Board may consult with and seek guidance from the Kaumatua Advisory Komiti in connection with any matter relating to the affairs of the Trust and the interpretation or the meaning of Maori language or concepts.

## **22 Alteration of Trust Deed**

22.1 In this clause, "alteration" means any alteration, variation, addition, or revocation, and the verb "alter" has the corresponding meaning.

22.2 Subject to the provisions of this clause, the Board may by deed at any time and from time to time alter any of the provisions of this deed, and any of the provisions of any amending deed.

22.3 Except in respect of such alterations as may from time to time be required by the Inland Revenue Department for the purposes of recognition of this Trust as a charitable trust, no such alteration shall provide for or permit the application or expenditure of the Trust Fund or any part of it in or towards any purpose that is not a charitable purpose according to the law of New Zealand.

[22.4 No such alteration shall take effect until it has been ratified at a general hui by the votes of not less than two-thirds of the registered Beneficiaries present and voting.]

*[The original 22.4 was deleted and replaced in the 2003 amendment.]*

22.5 A certificate by the Chairperson of such general hui that the alteration was ratified by not less than the specified number of votes, endorsed on or appended to the deed recording such alteration, shall be conclusive evidence that the alteration was duly ratified.

## **23 Winding up**

If at any time the Board is of opinion that for any reason it is no longer practicable or desirable to carry out the objects of the Trust, then the Board may by resolution decide to wind up the Trust and to vest the assets of the Trust Fund in such one or more charitable bodies in New Zealand and in such proportions as the Board shall deem appropriate. Any resolution by the Board under this clause shall be deemed to be an alteration of this trust deed, and accordingly no such resolution shall take effect until it has been ratified at a [general hui] in accordance with clause 22.

*[In the 2003 amendment the expression "general hui of the Members" was deleted and replaced with "general hui".]*

## **24 Disposition of surplus assets**

On the winding up of the Trust or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisation within New Zealand as the Board decides or,



if the Board is unable to make such decision, shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.

**25 Incorporation under Charitable Trusts Act**

25.1 The Board may at any time in its discretion resolve that this Trust apply to become incorporated under Part II of the Charitable Trusts Act 1957 under the name of the **KAHUKURAARIKI TRUST BOARD** or such other name as the Board may in such resolution decide. Upon the passing of such a resolution the Trustees shall make the required application accordingly.

25.2 *Execution of documents by the Trust following incorporation*

25.2.1 If a common seal is then required, the Board shall obtain one and provide for its safe custody.

25.2.2 The common seal shall be affixed to any instrument only with the prior approval of the Board; every instrument to which the seal is authorised to be affixed shall be countersigned by any two of the Trustees.

25.2.3 If a common seal is not required, then (subject to prior approval by the Board) any instrument to be executed by the Trust shall be signed on its behalf by any two of the Trustees.

**EXECUTED** by the Settlor as a deed:

Executed by the Settlor )  
**PETER MICHAEL PANGARI** ) "P M Pangari"  
in the presence of: ) .....

WITNESS:  
Signature: .....  
Print name legibly: .....  
Occupation: .....  
Address: .....

**SCHEDULE**

The first Board of Trustees of the  
**NGATIKAHU KI WHANGAROA TRUST**

The undersigned persons consent to become Trustees of this trust, and to hold the Trust Fund upon the trusts and for the purposes and with the powers set out in this deed:

[This schedule was signed by the following people:]

<b>Name</b>	<b>Signature</b>	<b>Witness</b>
John Henry Paterson		
Sandra Hei Hei		
Brian Anthony Henry		
Andrew Peters		
Te Hemoata Henare		
Dave Henare		
Katera Manuera		
Steve Hokai		
Mereana Tua		
Taiapo Riwhi		
Taipari Raureti Heta		
Richard Keith McLeod Hawk		

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## NGATIKAHU KI WHANGAROA TRUST

### Deed effecting Alterations to Trust Deed dated 30 October 1998

#### In this deed:

**"Trust Deed"** means the Trust Deed of the Ngatikahu ki Whangaroa Trust dated 30 October 1998, under which its board of trustees is known as the **Kahukuraariki Trust Board**.

Unless otherwise stated, expressions which are defined in the Trust Deed have the same meaning *in this present deed*.

#### Background:

These alterations are based on recommendations made by the Office of Treaty Settlements.

#### Effective date

The alterations made by this deed take effect from the time they are ratified at a general hui under clause 22.4 of the Trust Deed.

#### By this deed

PURSUANT to clause 22 of the Trust Deed dated 30 October 1998, the undersigned, being the Trustees of the **KAHUKURAARIKI TRUST BOARD** (or a majority of the Trustees) holding office at the date of this deed, **alter the Trust Deed** as follows:

1. **Definitions**

Clause 3.1.1 is deleted and replaced with:

*[The new definition of "Beneficiary" is set out in the body of the reprint.]*

2. **Purposes**

Clause 5.1: The word "reasonable" is deleted and replaced with "reasonably".

3. **Structure of Trust**

Clause 6: The word "Members" is deleted and replaced with "Beneficiaries".

4. **Board of Trustees**

Clause 7 is deleted entirely, and replaced with the following:

*[The new clause 7 is set out in the body of the reprint.]*

5. **Proceedings of the Board**

*[consequential on the complete replacement of clause 7 as set out above]*

**"8.3 Quorum"**

*[The new clause 8.3 is set out in the body of the reprint.]*

6. **Powers**

Clause 9.2: The words "Members of the Trust" are deleted and replaced with "Beneficiaries".

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7. **Money to be banked**  
Clause 13.2 [cheque signing] is deleted and replaced with the following:  
[The new clause 13.2 is set out in the body of the reprint.]
  8. **Register of Beneficiaries**  
Clause 16 is deleted and replaced with:  
[The new clause 16 is set out in the body of the reprint.]
  9. **Annual General Hui**  
Clause 17.2.4 is deleted and is not replaced.
  10. **Special General Hui**  
Clause 18.2: The words "Members of the Trust" are deleted and replaced with "Beneficiaries registered under clause 16".
  11. **Procedure for general meetings**  
Clause 19.2: The words "Members of the Trust" are deleted and replaced with "Beneficiaries registered under clause 16".
  12. Clause 19.3 is deleted and replaced with:  
[The new clause 19.3 is set out in the body of the reprint.]
  13. Clause 19.5.3: The word "Member" is deleted and replaced with "registered Beneficiary".
  14. **Kaumatua Advisory Council**  
Clause 21.3: The words "applications for membership of the Trust" are deleted and replaced with "applications for registration".
  15. **Alteration of Trust Deed**  
Clause 22.4 is deleted and replaced with:  
[The new clause 22.4 is set out in the body of the reprint.]
  16. **Winding up**  
Clause 23: The expression "general hui of the Members" is deleted and replaced with "general hui".
  17. **Transitional provisions**  
[consequential on complete change of clause 7 Board of Trustees]
    - 17.1 Each Trustee appointed by a marae, in office at the date on which the alteration of clause 7 takes effect, shall continue in office until the conclusion of the first Annual General Hui of the Trust after that date.
    - 17.2 Each such Trustee is eligible for re-selection for a further term, in accordance with the replacement clause 7.
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This deed is dated the 20th day of September 2003

**Execution by the Trustees as a deed:**

*[This schedule was signed by the following people:]*

Name	Signature	Witness
Richard Hawk		
Pita M Pangari		
David William Manuel		
David Paul Henare		
Katera Manuel		
Juliana Thompson		
Waka Tua		
Miriam Theresa Nelson		
Dorothy Peters		
Taipari Raureti Heta		
Waitangi Wood		
Teresa Tepania-Ashton		
Manaaki Reremoana Poto		
Lisa King		

**Ratification at general hui:**

Pursuant to clause 22.5 of the Trust Deed, I now certify that the alterations made by this present deed were ratified at a general hui of Beneficiaries, by the votes of not less than two-thirds of the registered Beneficiaries present and voting, held at **Mangawhero Marae** on **20 September 2003**.

*"P M Pangari"*

.....  
Chairperson of general hui