

DEED OF TRUST

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THIS DEED is made the day of March 2002

PARTIES

Remarie Kapa, Main Road, Te Tii R D 1, Kerikeri, Retired,
Tuwhakaririka Parangi, 24 24 Ranfurly Street, Kamo, Whangārei, Public Servant,
Nora Tawhi Rameka, 1 Beach Road, Takou Bay, Northland, Self-employed,
Ngawati Heihei, Main Road, Te Tii R D 1, Kerikeri, Farmhand, Waitai Tua, 24
Taraire Crescent, Whangārei, Lecturer, Whakaaropai Rihari, Whangaere Bay,
Purerua, Kerikeri, retired and Wiremu Heihei, Main Road, Te Tii, Kerikeri,
Student

BACKGROUND

- A** The parties to this deed wish to establish a charitable trust in New Zealand (“the trust”) for the objects described in clause 3 of this deed and to give effect To such desire are at the same time giving to the Board the sum of ten dollars (\$10.00).
- B** The parties have agreed to enter into this deed specifying the purposes of the trust and providing for its control and government.

THIS DEED WITNESSES

1 Name

The name of the trust shall be the “Te Runanga O Ngati Rehia Trust”.

2 Office

The office of the trust shall be at 9 Hobson Avenue, Kerikeri or at such other place as the Board of Trustees may from time to time determine.

3 Purposes

3.1 The purposes of the trust which are restricted wholly to within Aotearoa, New Zealand are as follows:

- (a) the promotion of health; including through the provision of social or affordable housing; and
- (b) the alleviation of poverty; including through the provision of social or affordable housing; and
- (c) the promotion of education and vocational training; and
- (d) the promotion development and support of employment opportunities; and
- (e) to participate in the regeneration of Te Riu o Ngāti Rēhia through the provision, facilitation or management of adequate, sustainable and culturally appropriate social or affordable housing; and
- f) Other purposes charitable at law which will benefit Māori generally or the wider community.

4 Tangata whenua

In attaining its purposes, the trust shall recognize the view and expectations of Tangata Whenua.

5 Structure of the trust

The trust shall be administered by a Board of Trustees ('the Board') who shall be accountable to and elected by members of the trust.

6 Members of the Board

6.1 Numbers

The Board shall consist of not less than 4 nor more than 7 members.

6.2 Membership of Board

The signitorie to this deed shall be the first Board and subsequently the Board shall be elected at each annual general meeting of the trust.

6.3 Retirement of Board

- (a) One-third of the initial members of the Board ('the initial members') shall Retire at the annual general meeting of the members held in 2004. Thereafter, one-third of the initial members shall retire at the annual general meeting held in each of the following two years.
- (b) In subsequence years one-third of the members of the Board being those having longest held office (the term of office shall for this purpose be calculated from the date that such person was elected to the Board) shall retire at each general meeting.
- (c) For the purposes of clauses 6.3(a), (b) where the number of the members of the Board is not three or a multiple of three one-third of the members of the Board shall be deemed to be one-third of the next highest number that is a multiple of three.
- (d) If the Board acting in accordance with the provision of clauses 6.3 (a), (b) and (c) is unable to determine who of their number should retire then the same shall be determined by ballot conducted by the Board.
- (e) Retiring members of the Board may offer themselves for reappointment.

6.4 Nomination to Board

Nomination for a position on the Board shall be by way of notice of nomination in writing endorsed with the consent of the nominee and given to the Secretary not less than twenty-four before the time fixed for the annual general meeting. If there are insufficient

nominations to fill the vacant positions on the Board, oral nominations may be received at the annual general meeting provided that no member shall be elected who has consented to being nominated.

6.5 Vacancies

Subjected to clause 6.1, the Board shall have the power to co-opt further members on the Board and to fill any casual vacancy on the Board until the next general meeting.

6.6 Name of board

The name of the Board shall be the “Runanga O Ngati Rehia Trust Board”.

7 Proceedings of the Board

7.1 Meetings

The Board shall meet at such times and places as it determines and shall elect a chairperson from amongst its members at its first meeting and at every subsequent annual general meeting.

7.2 Officers

The Board shall appoint the officers of secretary and treasurer. These officers may be combined. The secretary and treasurer need not to be members of the Board.

7.3 Chairperson

The Chairperson shall preside at all meetings of the Board at which she or he is present. In the absence of the chairperson from any meeting, the members present shall appoint one of their number to preside at that meeting.

7.4 Quorum

At any meeting of the Board a majority of members of the Board shall form a quorum, and no business shall be transacted unless a quorum is present.

7.5 Voting

All questions before the Board shall be decided by consensus decision however, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put into motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.

7.6 Minutes

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

8 Powers

8.1 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 powers which the Board may exercise in order to carry out its charitable objects as follows:

- (a) To use the funds of the trust as the Board thinks reasonable and proper in payment of the costs and expenses of the trust, including the employment of professional advisers, agents, officers and staff; and
- (b) To purchase, take on lease or in exchange or hire or otherwise acquired any land or personal property and any rights or privileges which the Board deems reasonable and proper for the purposes of attaining the objects 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; and
- (c) To carry on any business and for that purpose to incorporate a limited liability company and to hold shares in any such company or to promote form acquire and undertake any other business enterprise either alone or together with any other person or persons whether by way of partnership, union of interest, co0operation, joint or otherwise.
- (d) To invest surplus funds in anyway permitted by law for the investments of trust funds and upon such terms as the Board deems reasonable and proper; and
- (e) 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 deems reasonable and proper; and
- (f) To expend the funds of the trust towards the attainment of the purposes of the trust in such manner as the Board deems reasonable and proper by way of trustee investments, grant award of bursary or scholarship or otherwise provided however that such purposes are exclusively of a charitable nature and that any beneficiary/recipient is in need otherwise than when such payment is made in relief of poverty.

8.2 Incorporation

The Board is empowered to seek incorporation in accordance with the provisions of The Charitable Trust Act 1957.

8.3 Employment

Under clause 8.1(a) the Board may employ as agents, officers and staff, persons who are members of the Board.

9 Income, benefit or advantage to be applied to charitable purposes

9.1 No private pecuniary profit

- (a) No private pecuniary profit shall be made by any person from the trust, except that;
- (i) Any trustee or member of the Board or employee may receive full reimbursements for all expenses properly incurred by that person in connection with the affairs of the trust; and
 - (ii) The Board may pay reasonable and property remuneration to any officers or servants of the trust (whether a trustee or not) in return for services actually rendered to the trust; and
 - (iii) Any member of the Board may be paid all usually professional business or trade charges for services rendered, time expended, and all acts done by that member or by any firm or entity of which that member is a member, employee or associate in connection with the affairs of the trust; and
 - (iv) Any member of the Board may retain any remuneration properly payable to that member by any company or undertaking of which the trust will be in anyway concerned or involved or in respect of which that member has acted in any capacity whatever notwithstanding that the member's connection with that company or any undertaking is in any way attributable to that member's connection to the trust.

9.3 Influence

No member of the trust or persons associated with a member of the trust shall participate in, or materially influence, any decisions made by the trust in respect of the payment to or on behalf of that member or associated person of any income benefit or advantage whatsoever, except where that income benefit or advantage is derived from:

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

9.4 Reasonable required

Any such income or expense or remuneration or professional business or trade charges for services rendered, time expend, or acts done paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value).

9.5 Conflict of Interest

Any Trustee or member of the Board who is or may be in any capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of his interest to the other Trustee or member's of the Board and shall not take any part whatever in any deliberations of the Board concerning in any matter which he is or may be interested other than a Trustee of the Trust.

9.6 Entrenchment

The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

10 Accounts

10.1 True and fair accounts

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

10.2 Audit

The Board shall, as soon as practicable after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be audited by an accountant appointed by the Board for that purpose and the Board shall present the audited accounts to the annual general meeting of the trust together with the estimate of income expenditure for the current year.

11 Power to delegate

11.1 Power to delegate

The Board may, from time to time, appoint any committee and may delegate, in writing, any of its power and duties to any such committee or to any person, and the committee or person as the case may ne, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

11.2 Delegate bound

Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the trust.

11.3 Delegation revocable

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

11.4 Delegate need not be board member

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

12 Common seal

The Board shall have a common seal which shall be kept in the custody of the secretary, or such other officer as shall be appointed by the Board and shall be used only by authority of the trustees previously given at a meeting of the Board to any document requiring execution by the trustees. Each such use of the seal shall be performed in the presence of and accompanied by the signatures of at least two trustees and shall be sufficient evidence of authority to use such a seal. No persons dealing with the trustees shall be interested or concerned to see or inquire as to the authority under which any document is sealed, and, in whose presence, it was sealed.

13 Membership of the trust

Any person who, or any group or organization, including any family group which, agrees with the purposes of the trust may, subject to the Board's approval, become a member of the trust by application in writing and upon payment of a subscription (if any).

14 Subscription

The Board may require members of the trust to pay a subscription of such amount or amounts as may from time to time be fixed by resolution in general meeting.

15 Resignation of members of the trust

15.1 Resignation by notice

Any member of the trust may resign membership at any time by giving to the secretary notice in writing to that effect and such notice, unless otherwise expressed, shall take effect immediately.

15.2 Resignation deemed

Any member who fails to pay the subscription on or before the expiration of twelve months after it has become due shall be deemed to have resigned membership.

16 Expulsion of members of the trust

16.1 Notice of complaint

Any person may make a complaint to the Board that the conduct of a member of the trust is or has been injurious to the character of the trust, Every such complaint shall be in writing and shall be address to the secretary.

16.2 Meeting

If the Board considers that there is sufficient substance in the complaint, it may invite the member to attend a meeting of the Board and to offer a written or oral explanation of the member's conduct.

16.3 Notice of meeting

The Board shall give the member at least fourteen days written notice of the meeting. The notice shall:

- (a) Sufficiently inform the member of the complaint so that the member can offer an explanation of the member's conduct; and
- (b) Inform the member that, if the Board is not satisfied with the member's explanation, the Board may expel the member from the trust.

16.4 Board may expel

If, in the meeting, the Board decides to expel the member from the trust, the member shall cease to be a member of the trust.

16.5 Appeal

A member expelled by the Board may, within 14 days, give written notice to appeal to the secretary. The secretary shall then call a special general meeting to take place within 21 days of receipt of the notice of appeal. If that meeting passes a resolution rescinding the expulsion, the member shall be reinstated immediately.

17 Annual general meeting

17.1 Time and place of meeting

The annual general meeting of the trust shall be held each year no later that five months after the balance date for the accounts of the trust at such place, date and time as the Board shall determine.

17.2 Business of meeting

The annual general meeting shall carry out the following business:

- (a) Receive the minutes of the previous annual general meeting and of any other special general meeting held since the last annual general meeting; and
- (b) Receive the trust's statement of the accounts for the preceding year and estimate of income and expenditure for the current year; and
- (c) Receive reports from the Board and its committees; and
- (d) Subject to clause 5, elect members of the Board; and
- (e) Fix the annual subscription (if any); and
- (f) Consider and decided any other matter which may properly be brought before the meeting.

18 Special general meeting

18.1 Secretary may call meeting

A special general meeting of the board shall be called by the secretary on receipt of a request in writing for such a meeting stating the reason for having the meeting and signed by not less than fifteen members of the trust.

18.2 Meeting for appeal against expulsion

Subject to the provisions of clause 15 a special general meeting of the Board shall be called by the secretary for the purpose of hearing an appeal from expelled member.

18.3 Notice of meeting

The prescribed notice calling a special general meeting shall state, in general terms, the business for which the meeting is called and at that meeting only the business so stated shall be discussed.

19 Procedure for general meeting

19.1 Definition

In these rules the term "general meeting" includes both an annual general meeting and a special general meeting.

19.2 Notice of meeting

Fourteen days written notice of each general meeting shall be given to all members of the trust. This notice shall state that the meeting is the annual general meeting or a special general meeting as the case may be and shall specify the place, date and time at which the meeting is to be held.

19.3 Quorum

Ten members of the trust personally present or thirty per cent of the members, whichever is the less, shall constitute a quorum for a general meeting. A member that is a group or organization shall be deemed to be personally present if it is represented at the meeting by its duly appointed nominee.

19.4 Chairperson

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

19.5 Voting

19.5.1 All questions at a general meeting shall be decided by consensus. However, if a consensus decision cannot be reached on any question, it shall, subject to clause 19, be put as a motion to be decided by a majority of votes.

19.5.2 Each member shall have only one vote.

19.5.3 Voting shall be by show of hands.

19.5.4 If the voting is tied, the motion shall be lost.

20 Alteration of deed

This deed may be altered, added to, rescinded or otherwise amended by resolution passed by a two-third majority at a general meeting, provided that no such amendment shall:

(a) Detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or

(b) Be made to clauses 9 or 22 unless it is first approved in writing by the Department of Inland Revenue.

21 Trust contracts

Contracts on behalf of the trust may be made as follows:

- (a) A contract which if made private persons would be by law required to be by deed may be made on behalf of the trust by writing under the common seal of the trust attested as referred to in clause 12 of this deed.
- (b) A contract which if made between private persons would be by law required to be in writing, signed by the parties to be charged, may be made on behalf of the Board in writing signed by any person acting under its authority, express or implied
- (c) A contract which if made between private persons would by law be valid although made verbally only, and not reduced into writing, may be made verbally on behalf of the Board by any person acting under its authority, expressed or implied.

PROVIDED HOWEVER, that no such contract shall be entered into by any person on behalf of the trust except with the authority of a resolution passed by the trust at a properly constituted meeting.

23 Disposition of surplus assets

If, either on the winding up, failure or dissolution of the trust, or in the case of the Board having incorporated in accordance with the provisions of the Charitable Trusts Act 1957 (or of other act passed in substitution for the same) on the liquidation of the Board or on its dissolution by the Registrar, there remains after payment of all of the trust debts and liabilities any property or assets whatsoever, they shall be given or transferred to trustees for carrying out exclusively charitable purposes within New Zealand similar to those set out in this deed or be applied to for such exclusivity charitable purposes within New Zealand as the Board may, by resolution determine at , before, or during the winding up, failure, dissolution or liquidation. If the Board is unable to make such decision, such property shall be disposed of in accordance with the directions of a Judge of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 on the application of any member of the Board.

IN WITNESS this deed is duly executed.

SIGNED by

In the presence of:



Aroha Herewini

20 Aug 2026

Witness

Signature:



20 Aug 2026

Occupation: Jonelle Koia

Address:

IN WITNESS this deed is duly executed.

Justin Parangi

SIGNED by

In the presence of:

Justin Parangi

20 Aug 2026

Witness

Signature:



21 Aug 2026

Occupation: Jonelle Koia

Address:

IN WITNESS this deed is duly executed.

SIGNED by

In the presence of:



Kipa Munro

24 Aug 2026

Witness

Signature:



24 Aug 2026

Occupation:

Jonelle Koia

Address:

IN WITNESS this deed is duly executed.

SIGNED by

Nora Rameka

20 Aug 2026

In the presence of:

Witness

Signature: Jonelle Koia

20 Aug 2026

Occupation:

Address:

IN WITNESS this deed is duly executed.

SIGNED by

RD Te Toko

In the presence of:

20 Aug 2026

Rachael Te Toko

Witness

Signature:

20 Aug 2026

Occupation:

Jonelle Koia

Address:

IN WITNESS this deed is duly executed.

SIGNED by

[Signature]

26 Aug 2026

In the presence of:

Racheal Monks

Witness

Signature:

28 Aug 2026

Occupation: Jonelle Koia

Address:

IN WITNESS this deed is duly executed.

SIGNED by

In the presence of:

[Signature]

20 Aug 2026

Whati Rameka

Witness

Signature:

Occupation:

Address:

IN WITNESS this deed is duly executed.

SIGNED by

In the presence of:

Witness

Signature:

Occupation:

Address:

IN WITNESS this deed is duly executed.

SIGNED by

In the presence of:

Witness

Signature:

Occupation:

Address:

IN WITNESS this deed is duly executed.

SIGNED by

In the presence of:

Witness

Signature:

Occupation:

Address:
