

21/06/2022

I hereby certify that this is a correct copy of the Trust Deed or rules of the "Te Pae Oranga o Ruahine o Tararua Charitable Trust" as per Section 10(2)(a) of the Charitable Trusts Act 1957.

A handwritten signature in black ink, appearing to read 'Oriana Paewai', with a long, sweeping horizontal stroke extending to the right.

Oriana Paewai

Trustee

Te Pae Oranga o Ruahine o Tararua Charitable Trust

TRUST DEED
TE PAE ORANGA O RUAHINE O TARARUA CHARITABLE TRUST

INNES DEAN
LAWYERS

PARTIES

- A. Trustees (being mana whenua Board Members):
1. Danielle Harris (Rangitaane o Manawatū)
 2. Dianne Rump (Muaūpoko)
 3. Sheryll Hoera (Rangitāne o Tamaki nui-a-Rua)
 4. Oriana Paewai (Ngāti Kauwhata)
 5. Kelly Bevan (Ngāti Raukawa ki te Tonga)
 6. Paul Te Huki (Ngāti Kahungunu ki Tāmaki nui-a-Rua)
 7. Anne Michelle Riwai (Te Kotahitanga o Te Reureu)
- B. Associate Board Members:
8. Wayne Blisset (Mātāwaka representative)
 9. Materoa Mar (Mātāwaka representative)
 10. Mare Ponga (Tangata Whaikaha representative)

(together referred to as “the Board”)

DEFINITIONS

- A. “Act” means the future Pae Ore (Healthy Futures) Act once it receives assent but at the date of this Deed refers to provisions contained within the Pae Ore (Health Future) Bill.
- B. “Auditor” means the Person for the time being holding the office of auditor of the Trust.
- C. “Chairperson” means the chairperson of the Board appointed in accordance with clause 9.1.
- D. “Deed” means this Trust Deed.
- E. “Deputy Chairperson” means the deputy chairperson of the Board appointed in accordance with clause 9.1.
- F. “Extraordinary Vacancy” means a vacancy in a Trustee position that has occurred under clause 5.9.
- G. “Financial Year” means a period of 12 months ending on 30 June each year.
- H. “HNZ” means Health New Zealand.

- I. *“Iwi”* includes Ngati Raukawa ki Te Tonga, Muaūpoko, Rangitāne o Manawatū, Ngāti Kauwhata, Rangitāne o Tamaki nui-a-Rua and Ngāti Kahungunu ki Tāmaki nui-a-Rua and Te Kotahitanga o Te Reureu for the purposes of this Deed.
- J. *“Iwi Māori Partnership Board”* means the Board as defined under legislation.
- K. *“mātāwaka”* means any Māori person from an iwi outside the Board’s rohe but residing within the Board’s rohe.
- L. *“MHA”* means the Māori Health Authority.
- M. *“Nominating Authority”* means the representative entity or collective with mandate to appoint a member to the Board as listed under the definition of *“Iwi”* in these definitions.
- N. *“rohe”* means the area comprising Manawatu District, Palmerston North City, Tararua District, Horowhenua District, Kapiti Coast District (Otaki Ward only), Rangitikei District to the extent that it includes Parewahawaha Marae (a marae that is part of the Ngati Raukawa ki te Tonga confederation), which may be amended from time to time by agreement with another Iwi Māori Partnership Board. A map of the initial rohe is annexed to this Deed as Schedule Two.
- O. *“Tāngata Whenua o Ruahine / Tararua”* means all the iwi or hapu who hold manawhenua within the Board’s rohe, which are Ngāti Raukawa ki te Tonga, Ngāti Kauwhata, Muaūpoko, Te Kotahitanga o Te Reureu, Rangitāne o Manawatū, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Tāmaki nui-ā-Rua.
- P. *“Tāngata Whaikaha”* means people who are determined to do well instead of labelling such persons as disabled or having disabilities.
- Q. *“Te Whare Tapa Whā”* means the four cornerstones of health, being; Taha Tinana (physical health), Taha Wairua (spiritual health), Taha Whānau (family health) and Taha Hinengaro (mental health).
- R. *“Trust”* means the trusts created by this Deed.
- S. *“Trustee”* means a trustee for the time being of the Trust.
- T. *“Trusts Act”* means the Trusts Act 2019 and any amendments or legislation passed in substitution thereto.
- U. *“Trust’s Purposes”* means the aims and the objective purposes of the Trust set out in clause 3.1.

BACKGROUND

- A. Te Pae Oranga o Ruahine o Tararua is the Iwi Māori Partnership Board as prescribed in Schedule 3 of the Act.

- B. The parties to this Deed are representatives from each of the Iwi who hold manawhenua within the Board's rohe as set out in this Deed together with two Associate Board Members representing mātāwaka and one Associate Board Member representing Tāngata Whaikaha.
- C. The Trustees, and the iwi they each represent, wish to establish a Charitable Trust ("**the Trust**") for the aims and objectives described in clause 3 of this Deed and a Board of Trustees to carry out those aims and objectives.
- D. They have agreed to enter into this Deed specifying the aims and objectives of the Trust and providing for management and governance.
- E. The Trustees intend to make application for incorporation as a Board under the Charitable Trusts Act 1957 and to make application for registration as a charitable entity under the Charities Act 2005 to enable the objects as set out in this Deed to be put into effect.
- F. The Trustees jointly hold \$10.00 to establish the Trust.

INTERPRETATION OF THE FOLLOWING TERMS

- A. "health" refers holistically to te whare tapa whā, the physical, mental, social and spiritual needs of Tangata Whenua inclusive of the fulfilment of the obligations of Tikanga Iwi and Māori.
- B. "Cultural values and practices" non-exclusively refers to Tikanga iwi of the members of the Trust and tikanga Māori values, in addition to any natural resource, area, place, or thing (tangible or intangible) which is of physical, economic, social, cultural, historic, and/or spiritual significance to Tangata Whenua.
- C. "Te taha wairua" is the overall spiritual health of an individual founded upon their connection to their environment, whānau and community.
- D. "Te taha whānau" refer to the health of whānau caring for each other and continuing the cultural values and practices of their ancestors.
- E. "Tikanga Māori" refers to the general behaviour guidelines for daily life and interaction in Te Ao Māori.

THIS DEED WITNESSES:

1 NAME

The name of the Trust shall be **TE PAE ORANGA O RUAHINE O TARARUA CHARITABLE TRUST.**

2 OFFICE

- 2.1 The office of the Trust shall be at 35 Victoria Avenue, Palmerston North or at such other place as the Board of Trustees may determine.

3 AIMS AND OBJECTIVES OF THE TRUST

- 3.1 The Object of the Trust shall be to achieve the best whānau ora, health and well-being outcomes for whānau, hapu, Iwi and mātāwaka residing in the rohe.

- 3.2 The functions of Te Pae Oranga O Ruahine O Tararua with the support of the Māori Health Authority, are to:

- (a) Be a waka for gathering and analysing whānau voice about their needs and challenges for healthcare, whānau ora and wellbeing and their aspirations for oranga across our rohe.
- (b) To assess and address the state of Hauora Māori in our rohe – not only from gathering kōrero from whānau – but also to gather intelligence from our own mana whenua and mātāwaka sources; from local providers who serve whānau Māori in our rohe; from other data from health and other agencies; and from our own mātauranga.
- (c) To provide input, influence and direction to the Health New Zealand and the Māori Health Authority at the governance, strategic and operational levels on all matters pertaining to the commissioning and impact of health, wellbeing and disability services on Māori in the rohe. This includes partnering in the co-design, development and implementation of Locality Plans within our rohe with HNZ and MHA commissioners as well as contributing to co-designing regional and national health service planning and commissioning.
- (d) To monitor and respond to the implementation of services and solutions that address the health, wellbeing and disability needs of Māori that are commissioned in our rohe, and to make an assessment of, and report on, the performance and effectiveness of those services for whānau Māori with a view to being an agent of change where those services are not delivering for our whānau. This includes making recommendations to MHA and HNZ for changes to current services and/or providers of services including primary and community services, public health services and hospital and specialist services. Particular attention shall be paid to addressing patterns of institutional racism and discrimination against whānau Māori by any service or provider.

- (e) To develop and address the building of the Iwi and Māori provider and workforce capacity, capability and sustainability within the health sector within the localities within our rohe, through assessment, advocacy and actioning recommendations as a Treaty partner to HNZ and MHA.
- (f) To analyse Māori data from across the locality and rohe of Te Pae Oranga provided by Health NZ, the Māori Health Authority and other health sector agencies – to assess trends, issues and indicators of Māori utilisation and outcomes from the health system
- (g) Receive and analyse reports and make recommendations on service or information gaps or other matters affecting health and disability service delivery within our Te Pae Oranga rohe.
- (h) Lead inter-agency collaboration at the locality / rohe level that will benefit social, cultural and health outcomes for whānau in our rohe.
- (i) To report (at a minimum annually) to Iwi and Hapori Māori, Mātāwaka within the locality and rohe of Te Pae Oranga in accordance with our tikanga.

4 LIMITATION ON OBJECTS

- 4.1 Notwithstanding any other provision, the objects of this Trust may not extend to any matter or thing which is not charitable within the meaning of the Income Tax Act 2007 or not carried out within New Zealand.

5 TRUSTEES

- 5.1 The original Trustees are the Trustees named in this Deed who are signatories to this Deed. Thereafter, the power of appointment of Trustees shall be vested according to clause 5.2.
- 5.2 Each iwi, being each a nominating authority, shall, in accordance with its own rules and specifications of appointment, be invited to appoint one person to be a Trustee from time to time.
- 5.3 Each Trustee shall hold office for a term of three (3) years from the date of their appointment. Trustees shall be eligible for re-appointment subject to any reason that would disqualify them seeking re-appointment.
- 5.4 Each nominating authority may remove their Trustee at any time at their own discretion, provided that an alternative Trustee is appointed within fourteen (14) days.
- 5.5 Each Trustee and alternative Trustee warrants, on behalf of the iwi or hapu he or she represents, that the iwi or hapu he or she represents has conducted the appropriate Police

Checks of the Trustee prior to his or her appointment as a Trustee, and the Police Checks have not resulted in any issues that may affect the Trustee's ability to fulfil his or her obligations pursuant to this Deed, nor have any issues arisen which may bring the Trust into disrepute. Specifically, the Trustee warrants that his or her appointment is not in contravention of the Vulnerable Children Act 2014.

- 5.6 The total number of Trustees shall comprise not less than the number of iwi within the Board's rohe, which at the date of this Deed is seven (7). Subject to clause 5.7, if at any time the total number of Trustees is less than the number of iwi within the Board's rohe, the iwi that does not have a representative on the Board shall appoint a Trustee as soon as is reasonably practicable. The remaining Trustees shall be entitled to act until the number of Trustees appointed is so increased and no act or decision of the Trustees during that period shall be called into question.
- 5.7 Additional iwi within the Board's rohe may apply to be represented on the Board, provided the existing Trustees unanimously resolve to include it.
- 5.8 Any of the iwi included in the definitions to this Deed may elect to no longer be represented on the Board by giving two (2) months written notice to the Board.
- 5.9 The Board (but excluding the representative from the iwi that is being reviewed) may, by unanimous resolution, terminate an iwi membership if the Board are of the opinion that terminating its membership is in the best interests of the Trust.

6 OTHER ADVISORS

- 6.1 The Board may appoint up to two Advisors with specialised skills or whanau ora specific expertise or kaumātua with an understanding of the hauora sector as advised to assist the Board from time to time. An advisor shall not have voting rights.
- 6.2 The Trustees may appoint up to two (2) further representatives to the Board, being mātāwaka from time to time, who shall be 'Associate Board Members. Associate Board Members representing mātāwaka must reside in the rohe and shall be appointed for a period of three (3) years. An appointee under this clause may be re-appointed by the Trustees when their term ends if the Trustees determine to re-appoint them and the member consents to re-appointment. The Trustees may, by unanimous resolution, remove an appointee for any reason if the Trustees determine to do so. Associate Board Members representing mātāwaka shall not be Trustees.
- 6.3 The Trustees may also appoint one (1) further representative to the Board to represent Tāngata Whaikaha and that representative shall be an Associate Board Member. An

Associate Board Member representing Tāngata Whaikaha shall be appointed for a period of one (1) year. An appointee under this clause may be re-appointed by the Trustees when the appointee's term ends if the Trustees determine to re-appoint them and the member consents to re-appointment. The Trustees may, by unanimous resolution, remove an appointee for any reason if the Trustees determine to do so. An Associate Board Member representing Tāngata Whaikaha shall not be a Trustee.

- 6.4 During an Associate Board Member's term on the Board he or she shall have the same voting rights as a Trustee.

7 VACANT OFFICE

- 7.1 A Trustee shall cease to hold the office of Trustee under this Deed and shall cease for all purposes to be a Trustee if a Trustee:

- (a) Tenders a written resignation to be provided two (2) weeks prior to the intended date of resignation to be given to the Trustees or a Secretary of the Board; or
- (b) Is in breach of the warranties given at clause 5.5; or
- (c) Is absent from any meeting of the Board for four (4) meetings in any one year period. By the third absent meeting there will be a process, led by the Chair, to explore reasons for non-attendance; or
- (d) Becomes physically or mentally incapable of acting as a Trustee; or
- (e) Is adjudicated bankrupt; or
- (f) Is convicted of an indictable offence without right of further appeal or, in the unanimous opinion of the other Trustees, commits any act which brings such Trustee or the Trust, or any of its activities, into disrepute; or
- (g) Is requested by notice in writing by the other Trustees to resign for reasons set out in such notice including that the Trustee has failed to fulfil his or her duties as a Trustee. If that Trustee does not resign then the other Trustees may terminate the Trustee's appointment as a Trustee by means of a unanimous resolution by the remaining Trustees; or
- (h) Dies; or
- (i) Is removed by the iwi that appointed them.

7.2 If a Trustee is removed pursuant to clause 7.1 then the iwi from whom the Trustee was appointed shall be called upon to appoint a replacement Trustee within fourteen (14) days.

8 RESPONSIBILITY OF THE TRUSTEES (together referred to as “the Board”)

8.1 The Trustees shall:

- (a) Conduct the business and activities of the Trust in an open and transparent manner.
- (b) Will at all times adhere to and work in accordance with Nga Kaupapa Tuku Iho (values) set out at Schedule One.

8.2 The Board shall;

- (a) Engage with whānau and hapori Māori to assess, evaluate, and report on the current state of hauora Māori in the Board’s rohe drawing on qualitative information.
- (b) Develop and document locality priorities in a “hauora Māori wellness” priority for HNZ and MHA.
- (c) Identify strategic health outcomes and priorities unique or significant to iwi and significant local issues, innovative opportunities, and broader observations on wellbeing and social determinacies of health of Māori within the Board’s rohe.
- (d) Engage with the MHA on priorities, including investment and innovation for Mātāwaka and Māori residing in the Board’s rohe.
- (e) Review the draft locality plans prepared by local commissioners and negotiate enhancement and changes, and approve locality plans developed by HNZ and MHA commissioners.
- (f) Monitor the performance of the health system within the Board’s locality or localities of the Board against the locality plan or plans.
- (g) Obtain feedback from whanau as to their perspectives on the local health services, and other research material generated in the locality of the Board to understand input on how effective the local health services are for hapori Māori.
- (h) Report on their own activities to whānau and hapori Māori, and other relevant parties.
- (i) To provide feedback to whānau, Māori and the MHA of the Board’s activities and such other activities as the Board may determine including inter-sectorial collaboration with other social sector agencies on health promotion, data sovereignty, training,

employment and education, crisis or risk management plans, innovation, and workforce development.

- (j) To carry out such further roles as negotiated with HNZ or MHA from time to time or as may be reflected in the Act and any amendments to the Act or other legislation relating to the Health and Well-Being sector.
- (k) To carry out such further roles as may be reflected in any amendments to legislation relating to the Health and Well-Being sector.

8.3 The Board will set policies and resolve on courses of action and means of implementing the same so as to achieve the Objects.

8.4 The Board will monitor the activities of the Trust to ensure its funds are used as effectively as possible to achieve the Objects and to demonstrate to those bodies and agencies which fund and support the Trust's activities that the funding and support provided is being effectively applied and utilised.

9 MEETINGS OF THE BOARD

9.1 At the first meeting of the Board convened after the execution of this Deed the Trustees present at such meeting shall elect a Chairperson and Deputy Chairperson who shall each hold office for a maximum of three (3) years from the annual meeting even if such election extends the Trustee's term, at which point the Chairperson, and Deputy Chairperson may stand for re-election. The Trustees shall collectively provide financial oversight for the Trust, without the need for the appointment of a Treasurer, but reserve the power to the Trustees to subsequently appoint a Treasurer should the Trustees so resolve.

9.2 In the event of the Chairperson not being present at any duly convened meeting of the Board, the Deputy Chairperson shall chair the meeting and where neither the Chairperson nor Deputy Chairperson is present the Trustees present may appoint a substitute Chairperson for that particular meeting.

9.3 Only a Trustee is eligible to be an officer of the Board. Any officer of the Board shall automatically cease to hold office upon ceasing to be a Trustee.

9.4 The Board shall hold Board meetings for the purpose of fulfilling the responsibilities set out in clause 8.2 and for;

- (a) Determining the general effectiveness and viability of the Trust in the fulfilling of its Objects;

- (b) The fostering of the objects of the Trust and the provision of efficient resource management and control in the operations of the Trust;
 - (c) The provision of reports to the Board by Mauri Ora (if constituted) and any Committee established by the Trust, which Committee shall be chaired by a Trustee and whose Committee members shall comprise a majority of Trustees, on matters relative to the direction and control of the Trust and the review and assessment of the same.
 - (d) The minimum number of board members present at any meeting of the Board necessary to form a quorum shall be at least six (6) including at least five (5) Trustees and one (1) Associate Board Member representing mātāwaka.
- 9.5 Board members may send a proxy to a Board meeting if the board member is unable to attend, provided that, in the case of Trustees, the proxy is authorised to attend by the iwi which the Trustee represents and such written authority is submitted to the Board prior to the meeting, or, in the case of Associate Board Members, is mandated by the Chair or the Deputy Chair prior to the meeting. The proxy's attendance at the meeting shall not count as attendance for the board member.
- 9.6 The Board shall always seek, in good faith, to make decisions by consensus of the board members present at any meeting duly convened but, failing consensus being achieved, the Chairperson may put the matter to the vote where a majority of the board members present at the meeting will be required for the matter to pass.
- 9.7 The Board shall hold a minimum of ten (10) meetings each year during the first two (2) years and thereafter they shall meet for the dispatch of business and adjourn or otherwise and regulate the meetings of the Board and procedures as the Board thinks fit.
- 9.8 Notice of all meetings will be delivered to the board members at least five (5) days prior to the proposed meeting by e-mail. The location of the Board meeting shall be determined by the Chairperson or their delegate. A Trustee shall be entitled to call a special meeting at their discretion.
- 9.9 The continuing Trustees may act notwithstanding any vacancies in their number but if and for so long as the number is reduced below the minimum number necessary to form a quorum at a meeting of the Board, the continuing Trustees may act for the purpose of procuring the filling of vacancies on the Trust Board, but for no other purpose.

10 TĀHŪ ORA

10.1 The Board shall have the power to appoint a Pitau Whakareī (General Manager) who shall be accountable in all respects to the Board. The Pitau Whakareī shall determine and regulate the meetings, and implement procedures for meetings in liaison with the Chair.

10.2 The Board shall have the power to remove the Pitau Whakareī.

10.3 Any Pitau Whakareī to whom the Board has delegated powers or duties shall also be bound by the charitable terms of the Trust.

11 POWERS

11.1 General and specific powers

In addition to the powers implied by the general law of New Zealand or contained in the Trusts Act 2019, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

- (a) The Trustees shall stand possessed of the Trust Fund (capital and income) upon the following trusts:
 - (i) To pay or apply the same or part thereof for or towards the Objects;
 - (ii) To appropriate for any of the Objects the whole or any part of the Trust Fund whether or not the same shall have been received by the Trustees;
 - (iii) To make or retain out of or charge against income in any income year any payments, reserves or any provision of a capital nature for any of the Objects or incidental to the exercise of any of the powers, authorities or discretions conferred on the Trustees by this Deed and/or the Act in respect of the Trust Fund;
 - (iv) To accumulate the whole or any part of current net annual income derived by the Trust by investing the same in the resulting income therefore to the intent that the Board may elect either:
 - A. To resort to any accumulated surplus for the same purposes and subject to the same trusts and powers as set out in this Deed as for income; or
 - B. To add any accumulated surplus as an accretion to the Trust Fund to be held by the Trustees upon the same trusts and with the powers declared in this Deed in respect of the capital of the Trust Fund.

- (b) To raise money by all means and in particular to solicit, receive and enlist financial or other aid from individuals and organisations, including gifts and bequests from individuals and organisations, and to conduct fundraising activities;
- (c) To promote and further the Objects by the publication and distribution of papers, journals and other publications and by advertising in any medium or by any other means;
- (d) To make such payments, grants, loans or provide such other financial assistance to any person on such terms and conditions as the Board thinks proper;
- (e) To enter into any arrangements with any government or municipal or local authority or third party that may seem conducive to the Objects and to obtain from any such government or authority or third party any rights, privileges or concessions which the Trustees may think is desirable to obtain, and to carry out and to comply with any such arrangements, privileges, rights and concessions;
- (f) To acquire, dispose of, lease, or otherwise deal with the property on such terms and conditions as the Board thinks fit;
- (g) To maintain any property the Board may acquire;
- (h) To provide such amenities as considered necessary;
- (i) To operate any lawful trading activity;
- (i) To borrow money or provide guarantees on such terms, conditions or security (including mortgages) as the Board considers appropriate;
- (j) To invest or lend money on such terms as the Board decides and to vary such loans or investments from time to time;
- (k) To subscribe for, pay up and accept shares in any limited liability company and to purchase or otherwise acquire and hold shares in such companies and to join in and become a member of any partnership, joint venture or other business enterprise of which the Board approves. This includes the power to act as a shareholder and exercise all powers of a shareholder;
- (l) To employ and act as a good employer towards any person engaged to carry out the services of the Trust with power to dismiss such person as necessary;
- (m) To contribute to any IRD approved charitable trust having substantially similar objects as the Objects;
- (n) To collect funds and raise money by all lawful means and to receive, accept and encourage financial and other contributions, subscriptions, donations, legacies,

endowments or bequests from any source and to conduct fundraising campaigns in order to further the charitable Objects of the Trust;

- (o) To receive from the New Zealand Government or any council, board or body or third party under the jurisdiction thereof or any other government, state or national body or any international organisation, any grant, subsidy or payment whatsoever in order to further the charitable Objects of the Trust;
- (p) To charge any person for use of the property the Board may acquire with such charges as may be fixed by the Trust;
- (q) To join with any other person, group, body or organisation under such arrangement as the Board thinks fit to provide for the charitable Objects;
- (r) To pay all or any of the reasonable expenses incurred in and in connection with the establishment, incorporation and running of the Trust;
- (s) To insure against loss or damage by any cause whatsoever any insurable property forming part of the Trust Fund, and to insure against any risk or liability against which it would be prudent for a person to insure if he were acting for himself, for such amounts and on such terms as the Board may from time to time think fit;
- (t) To appoint committees as expedient to carry out the Objects. While Members need not be Trustees the Chairperson of each Committee shall be a Trustee;
- (u) To do the above things as principal, agent, contractor, trustee or otherwise and by or through agents, trustees or otherwise and either alone or in association with others;
- (v) To do such other lawful acts and things as in the opinion of the Board are incidental or conducive to the attainment of the charitable Objects of the Trust;
- (w) To adopt any date as the annual balance date of the Trust by resolution in writing, and unless some other date is so adopted the annual balance date shall be the 30th day of June in each year;
- (x) To open a bank account and obtain an IRD number.

11.2 None of the powers conferred on the Board by this clause or otherwise shall be deemed subsidiary or ancillary to any other power or authority and the Board shall be entitled to exercise all or any of the said powers and authorities independently of any other or others of them. In the event of any ambiguity this provision shall be construed so as to widen and not restrict the powers of the Board provided however that at no time shall any provision be construed so as to detract from the charitable Object of the Trust.

11.3 If at any time hereafter, in executing or attempting to execute or exercise any of the trusts hereby declared or conferred on the Board, the Board shall find their executive or administrative powers inadequately provided for by this Deed, it shall be lawful for the Board, by Deed duly executed and declared to be supplemental to this Deed, to make, take, declare and define such further powers as in their opinion shall be necessary or desirable for the more effective attaining of the charitable objects and purposes hereby established and this Deed shall thereafter be read and construed as though the provisions of any such supplemental Deed had originally been contained herein, PROVIDED THAT this clause shall not operate so as to authorise the Board to alter or limit the charitable Objects or purposes above set forth.

12 BANK ACCOUNTS AND PROPERTY

12.1 The Trust Fund will be held by and in the joint names of the Trustees until the Board is incorporated as a Board under the provisions of the Charitable Trusts Act 1957, in which case it will be held by and in the name of the Board.

12.2 Bank accounts shall be operated on the signatures of a minimum of two (2) signatories one of whom shall be the Chairperson or, in the Chairperson's place, the Deputy Chairperson.

12.3 The Chairperson or any other Trustee to whom the Chairperson may delegate his or her authority pursuant to this clause, shall have the power to receive and give receipts for all legacies, donations, subscriptions or other moneys bequeathed, made or given to the Trust and every such receipt shall be an effective discharge for the money or other money stated to have been received.

13 EXECUTION OF DOCUMENTS

13.1 If the Trustees are not incorporated as a Board under the Charitable Trusts Act 1957, documents to be executed by or for the Trust shall be signed by any two (2) of the Trustees, one signatory to be the Chairperson or Deputy Chairperson.

13.2 When the Board is incorporated under the Charitable Trusts Act 1957, documents required to be executed under seal by the Board shall be executed under its common seal and attested by any two (2) of the Trustees, one of whom shall be the Chairperson or Deputy Chairperson.

14 INCORPORATION

The Trustees shall immediately apply for incorporation under Part II of the Charitable Trusts Act 1957 as a Board under the name of Te Pae Oranga O Ruahine O Tararua Charitable Trust.

15 ACCOUNTS

- 15.1 The Board will cause complete and accurate records to be kept in such manner as it thinks fit of all its receipts, credits, payments, liabilities, and other matters necessary for showing the true state and condition of the Trust Fund.
- 15.2 The annual accounts of the Trust Fund shall be prepared by an independent Accountant appointed for that purpose by the Trustees.
- 15.3 The books of account shall be kept at the office of the Trust and shall be open at all reasonable times to inspection and copy by any of the Trustees.
- 15.4 The Board will have the Trust's accounts audited each year by an independent auditor appointed by the Trustees.
- 15.5 The Board will properly receive all payments and property paid or transferred to the Trust, will properly meet all liabilities and responsibilities incurred or undertaken by it, and will properly administer the Trust Fund.

16 TAX RETURNS

- 16.1 The Board shall cause to be prepared or filed with the Inland Revenue Department all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information required to be prepared or filed so as to allow the Trust to retain its charitable status for taxation purposes and to meet all of its obligations under the Acts administered by the Inland Revenue Department.

17 DECLARATIONS OF INTEREST

- 17.1 No Trustee nor Associate Board Member shall vote on any matter in which he or she has any personal or pecuniary interest or in which any company or other body in which the Trustee or Associate Board Member has a personal or financial interest itself has any pecuniary interest.
- 17.2 Any Trustee or Associate Board Member shall declare any such interest in writing as soon as the member concerned becomes aware of the existence of the interest, the declaration to include all relevant detail needed to result in a full and fair disclosure. All Trustees shall act in good faith in all such matters.

18 REMUNERATION OF TRUSTEES AND PAYMENTS OF EXPENSES

- 18.1 All Board Members shall be paid a meeting fee and preparation time according to the national fee schedule maintained by the MHA.
- 18.2 Board members shall be reimbursed for expenses incurred in attending meetings. The point of origin for determining the reimbursement of expenses shall be the Board Member's normal residential address. The Board Member's interest in remuneration is not above his or her duties to fulfil the Trust's charitable purposes.
- 18.3 Any Board Member shall be entitled to be paid all usual professional, business and trade charges for business transacted, time expended and all acts done by him or her or any employee or partner of his or hers in connection with the trusts of this Deed, other than acting as a Board Member..
- 18.4 Any remuneration or payment made to a Board Member or any employee or partner of any Board Member (whether made pursuant to clause 18.1 or clause 18.2) must not be more than the market rates and must be unanimously approved in writing by the Board.

19 NO PRIVATE PECUNIARY PROFIT

- 19.1 Nothing expressed or implied in this Deed shall permit the activities of the Trust or any business carried on by or on behalf of or for the benefit of the Trust to be carried on for the private pecuniary profit of any individual.

20 LIABILITY OF TRUSTEES

- 20.1 The Trustees are expressly authorised to exercise the powers of investment expenditure and acquisition conferred upon them notwithstanding that the Trust Fund may be subject to any liability or liabilities and the Trustees shall not be liable for any loss occurring on the realisation of any asset which pursuant to the exercise of those powers comprises part of the Trust Fund.
- 20.2 To the extent permitted by law no Trustee of the trusts of this Deed shall be subject to any duties except:
- (a) The duty to act honestly and the duty not to commit wilfully any act known to be a breach;
 - (b) The duty not to omit wilfully any act when the omission is known by the Trustee to be a breach of trust;

- (c) For the consequences of any act or omission or for any loss attributable to the Trustee's own dishonesty, or for the wilful commission by the Trustee of any act known by the Trustee to be a breach of trust.

20.3 No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust by that co-Trustee.

- (a) A Trustee shall be indemnified by and out of the Trust Fund (whether as to the capital or the income thereof) for and in respect of any loss or liability incurred by the carrying out or omission of any function duty or power of the Trustees under this Deed unless such loss or liability is attributable to such Trustees dishonesty or to the wilful commission by such Trustee of an act known by such Trustee to be a breach of trust or to the wilful omission by such Trustee of any act when that omission is known by the Trustee to be a breach of trust.
- (b) The Board may effect insurance for the Trustees and will meet all costs associated with such insurance.

21 ALTERATION OF RULES

21.1 The Board may pursuant to a motion decided by unanimous vote, by supplemental Deed make alterations or additions to the terms and provisions of this Deed PROVIDED THAT no such alteration or addition shall 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.

22 WINDING UP


22.1 The Trust hereby created and any Body Corporate into which the Trust is incorporated at any time, shall be wound up and dissolved whenever a resolution to wind up or dissolve has been passed unanimously by the Board at a special meeting called for such purpose of which not less than twenty one (21) days' notice in writing has been given to each member of the Board and such resolution has been approved unanimously by a meeting of the Board called not earlier than fourteen (14) days after such meeting, for the specific purpose of confirming the proposed resolution for winding up.

23 DISPOSITION OF SURPLUS ASSETS

23.1 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 or organisations within New Zealand of a similar nature to the Trust as the Board decides, to be used for exclusively charitable purposes, or if the Board is unable to

make such a decision, shall be disposed of in accordance with the directions of the High Court pursuant to Section 27 of the Charitable Trusts Act 1957.

SIGNED by Danielle Harris
as Trustee in the presence of:

) 
) _____

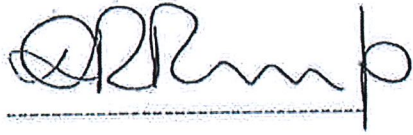

Witness Signature


Name: Dannie E Purri

Occupation: Manager

Address: Palmerston North

SIGNED by Dianne Rump
as Trustee in the presence of:

) 
) _____

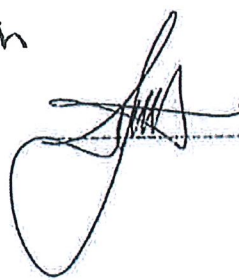

Witness Signature

Name: Antonette Scallier

Occupation: Administrator

Address: 20 Coventry Street
Palmerston North

SIGNED by Sheryll Hoera
as Trustee in the presence of:

) 
) _____


Witness Signature

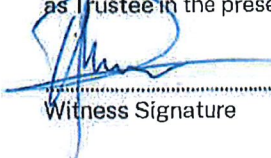
Name: Jasmine Manderson

Occupation: Student Nurse

Address: 236 Napier RD Palmerston North

SIGNED by Oriana Paewai
as Trustee in the presence of:

) 
) _____


Witness Signature

Name: Ariana Carter
Occupation: Executive Assistant
Address: 106 Rugby Street Anapua
Palmerston North

SIGNED by Kelly Bevan

as Trustee in the presence of:





Witness Signature

Name: Sean Bevan
Occupation: Farm manager
Address: 3/2086 SHS, Reporoa

SIGNED by Paul Te Huki

as Trustee in the presence of:

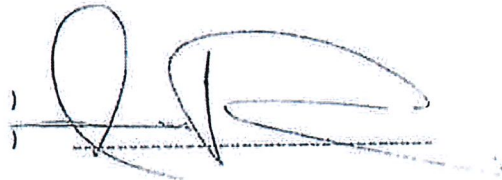


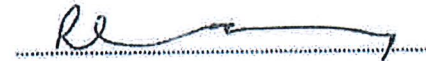

Witness Signature

Name: Melinda Grace
Occupation: Health Services Forum leader
Address: 22 Alma St, Dike

SIGNED by ANNE-JANE
Michelle Riwai

as Trustee in the presence of:

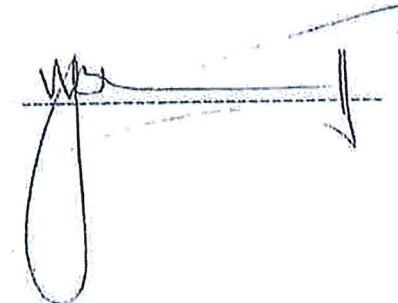



Witness Signature

Name: Rachel Conghy
Occupation: Executive Assistant
Address: Palmerston North

SIGNED by Wayne Blisset

as Associate Board Member in the presence of:




Witness Signature

Name: Kerrie Burr
Occupation: Keiwhatahi
Address: 140 Maxwell Ave
Palmerston North.

SIGNED by Mataroa Mar)
as Associate Board Member in the presence of:)




M. Mar

Witness Signature

Name: Ariana Carter
Occupation: Executive Assistant
Address: 106 Rugby Street Anapua
Palmerston North

SIGNED by Mare Ponga)
as Associate Board Member in the presence of:)



M. Ponga

Witness Signature

Name: Cele Ponga
Occupation: Teacher Aie Coordinator
Address: 7 Pembroke St, Highbury
Palmerston North.

SCHEDULE ONE

NGA KAUPAPA TUKU IHO (VALUES)

The Trustees agree to adhere and work in accordance with the following values:

- Manaakitanga (Generosity)
- Rangatiratanga (Chieftainship)
- Whānaungatanga (Family)
- Kotahitanga (Unity)
- Wairuatanga (Spirituality)
- Ukaipotanga (Home)
- Pukengatanga (Knowledge)
- Kaitiakitanga (Guardianship)
- Te Reo Māori
- Whakapapa (Genealogy)

SCHEDULE TWO

MAP OF THE INITIAL ROHE ANNEXED

SCHEDULE TWO MAP OF INITIAL ROHE

