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Send completed forms to: Companies Office, Private Bag 92061, Victoria Street West, Auckland 1142 or processing@societies.govt.nz

Cover sheet

Variation of trust / Alteration of rules of a charitable trust board

Sections 16 and 23 Charitable Trusts Act 1957 (the Act)

NOTE | Use this form to notify the Registrar of Incorporated Societies of changes to a board's trust deed, rules or name.

1. Name of board

You can confirm the full name and registration number of the board by searching the Charitable Trust Board Register www.societies.govt.nz.
Note | If you are submitting a change of name enter the **current name** here (not the new name).

Te Mahi Korowai Trust (formerly Te Runanga o Rapaki Trust Board)

2. Registration number

492157

3. What are you changing?

- The name of the board.
and / or
- Administrative rules for the board*, this type of change requires an alteration of rules under section 23(2) of the Act.
Complete this form to step 5. You are not required to complete the statutory declaration on page 2 for this change.
- or
- Variation of the trust (not an administrative change) under section 23(1) the Act.
Complete all steps on this form including the statutory declaration on page 2.

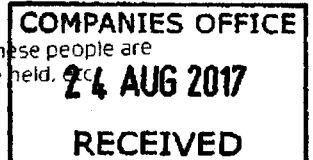
4. Complete this checklist before filing your documents

- The change(s) comply with the Act.
- I have completed all the fields on **page 1**.
- I have **attached** a copy of the alteration(s) or resolution.
- The new name of the board (if applicable) is available.
Note | The name you choose for your board cannot be identical or deceptively similar to that of another board or other body corporate. Make sure the name is available to use. For more information refer to www.societies.govt.nz.

For a **variation of the trust** please complete this checklist in addition to the requirements above.
(Please note that for a board name change or an administrative rule change the following do not need to be completed).

- I have **attached** the completed statutory declaration on page 2.
- The variation has been certified as a **correct copy** by one of the trustees, or a member of the committee or governing body of the society with the following statement: "I hereby certify that this is a correct copy of the trust deed or rules of the [Name of Trust Board]".

*This may include changes to the trustees of the board or the officers of a society and the way in which these people are appointed or cease to hold office, changes to the powers of a board, or the way meetings of the board are held.



5. Your contact details

Name and postal address

Jacqui Veint
Te Runanga o Ngai Tahu
15 Show Place
Addington, Christchurch 8024

Position: **Authorised Administrator**

Cover sheet - Variation of trust / Alteration of rules
of a charitable trust board (continued)

NOTE | Only complete this page when registering a variation of the trust under section 23(1) of the Act. You do not need to complete this declaration for an administrative change under section 23(2).

Statutory declaration supporting the registration of a variation of trust

Name of board

Te Mahi Korowai Trust (formerly Te Runanga o Rapaki Trust Board)

I, June Swindells

(Full name)

of, 6 Rapaki Drive, RD 1, Lyttleton 8971

(Full town)

do solemnly and sincerely declare that:

- 1. I am a trustee for the time being of this Board of Trustees and was a member of this board at the times material to this declaration.
- 2. For the purposes of s23(1)(b) of the Charitable Trusts Act 1957; there are no Variations of Trust on which this board holds property as of today's date, neither shown in the attached document nor shown in the documents lodged with the Registrar of Incorporated Societies.

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths and Declarations Act 1957.

June Swindells
Signature

Declared at Christchurch

this 22nd day of August 2017

before me: *Christopher John Ford*
Justice of the Peace, Solicitor or other person
authorised to take a statutory declaration

TE MAHI KOROWAI TRUST DEED

KNOW ALL PERSONS BY THESE PRESENTS that we, JUNE SWINDELLS, , HERENA STONE, CHRISTINA HENDERSON, RIAANA DEACON, LUANA SWINDELLS and KOPA LEE all of Rāpaki, do hereby declare ourselves to hold the Trust fund described in the schedule hereto, as the trustees of a Trust Board to be incorporated under the Charitable Trusts Act 1957 and to be known as TE MAHI KOROWAI TRUST (hereinafter called "the Trust", and upon the subject to the following conditions:

WHEREAS:

1. THE trustees are the surviving trustees by virtue of a Trust Deed dated the 15th day of November 1990 of the TE RŪNANGA O RĀPAKI TRUST DEED, a Trust duly incorporated under the provisions of the Charitable Trusts Act 1957.
2. CERTAIN amendments to the Trust Deed were made by Deed of Variation dated the 31st August 1991.
3. THE trustees wish to make further amendments to the said Trust Deed as incorporated herein.

NOW THEREFORE, this Deed witnesses as follows:

1. NAME OF TRUST

- 1.1 The name of the Trust is **TE MAHI KOROWAI TRUST** or such other name as is approved by the trustees from time to time.

2. CHARITABLE OBJECTS AND PURPOSES

- 2.1 The objects and purposes for which the Trust is established are to;
 - (a) provide assistance to those who are needy, poor, sick or infirm, including in the form of employment, housing and health assistance for the people of the Rāpaki and their associated community;
 - (b) provide assistance in the development of employment opportunities, training and vocational skills courses, work schemes or otherwise;
 - (c) provide emergency relief services in the form of shelter, clothing, food or otherwise;
 - (d) facilitate education and research for the people of Rāpaki and their associated community, with particular emphasis on work related skills, and social and cultural skills and activities;
 - (e) facilitate environmental research and management of local resources so as to ensure availability for future generations;
 - (f) to stand possessed of the property referred to in the schedule and any other property, both real or personal, of whatever nature and where ever situated which the Trust may hereafter acquire or become possessed of (hereinafter described as "the Trust Fund") generally for such one or more charitable purposes within New Zealand as the trustees may from time to time determine, and without derogating from the aforementioned charitable objectives and purposes to hold the Trust Fund for the benefit, use or

advantage of the people of Rāpaki and their associated community or any of its charitable purposes, objects or work whether present or future within New Zealand.

3. TRUST POWERS

3.1 The Trust shall have the following powers:

- (a) to accept for the purposes of the Trust any gift, legacy or devise of property real or personal, either permanently or for any definite or indefinite term limited by a term of years or by the lifetime or survival of any person and whether absolutely or upon conditions agreed upon between the Trust and the person making such gift, legacy or devise but subject always to the same being held for the charitable objectives and purposes of the Trust and to the power of the Trust to refuse such gift, legacy or devise.**
- (b) to purchase, take on, lease or exchange, hire or otherwise acquire, hold, mortgage, sell, lease, exchange, surrender, charge, convert, turn to account, develop, improve or otherwise deal with or dispose of any real and personal property and any rights or privileges of all kinds upon such terms as the Trust shall think necessary or advisable to further its charitable objects and purposes.**
- (c) to affiliate or combine with any society, body or association having similar charitable objects and purposes;**
- (d) to invest the funds of the Trust in such investments and upon such terms as the Trust shall think fit.**
- (e) to accept money on deposit or loan and to borrow or raise any money for the charitable objectives and purposes of the Trust and to give security for the same over any property of the Trust whether by mortgage, charge, debenture or otherwise.**
- (f) to erect, maintain, alter or add to any buildings on any property belonging to or leased to the Trust and generally to develop any such property and furnish the same with all necessary furnishings, fittings, fixtures and equipment.**
- (g) to acquire plant, machinery and buildings and sea-going vessels and herewith carry on the business of tourism or such other business or businesses as may be calculated to further the charitable objects and purposes of the trust and to manufacture, buy, sell, supply and deal in goods of all kinds.**
- (h) to delegate the conduct of the affairs of any business carried on by the Trust to an executive committee on such conditions as the Trust deems appropriate.**
- (i) to employ or engage executive officers, teachers, secretaries, clerks, caretakers and other servants, agents and workmen who by virtue of and in terms of the second proviso to this subclause 3(i), may include any one of more trustees and from time to time dismiss, suspend or re-employ such employees and to pay them in return for their services, salaries, wages, allowances or fees and to provide for their accommodation, quarters, transport, and other facilities for the carrying out of the work and to provide for such employees or former employees or their wives, widow, families or other dependants' assistance by ways of pensions, grant of money or such other means as**

the Trust shall decide provided that, no trustee or other person shall receive any benefit under this clause 3(i) except to the extent that such benefit is in consideration of public professional services to the Trust provided further however and notwithstanding the first proviso to this subclause 3(i) nothing herein shall prevent the payment of proper and reasonable remuneration to a trustee or a person associated with a trustee for services actually rendered to the Trust by that trustee or that associated person if that trustee or that associated person is not able and not entitled to directly or indirectly determine or materially influence in any way the determination of the nature or amount of that remuneration or other income or benefit received by that trustee or that associated person or the circumstances in which it is to be received or gained and it is hereby declared that notwithstanding anything, herein no trustee shall be permitted to be a party to any decision or determination affecting any remuneration or benefit payable or able to be paid or afforded under this subclause 3(i) to himself or herself.

- (k) from time to time appoint one or more agents or attorneys or advisory committees consisting of such persons whether trustees or not as the trustees think fit and from time to time to regulate and determine the manner of appointment of every such agent, attorney or committee to define their powers and functions and to provide any such agent, attorney or committee with such clerical and other professional assistance as may be reasonably required and to pay out of its funds any proper expenditure in connection with such agent, attorney or committee or the work and meetings thereof.
- (l) to incorporate as a charitable trust board under the Charitable Trust Act 1957.
- (m) to insure the assets forming part or whole of the Trust Fund.
- (n) to indemnify, guarantee and secure any company, firm or person against debt or liability incurred or undertaken on behalf of the Trust and against any costs, losses or expenses in connection with the affairs of the Trust and in connection with the foregoing to charge the assets of the Trust Fund.
- (o) to apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right or privilege which any government or authority or any corporation or public body may be empowered to grant, and to pay for, aid in and contribute towards carrying the same into effect.
- (p) to agree to settle accounts with all persons liable to account to the trustees to compromise all questions relating to the Trust Fund including questions affecting any trustee or all the trustees and to gain effectual receipts, discharges and releases.
- (q) to incorporate any company or enter into any partnership for the purposes of carrying on any business for the benefit of the Trust Fund.
- (r) to do all such other things as are or may be incidental to or conducive to the attainment of the charitable objectives and purposes of the Trust.

4. TRUST INCOME AND PROPERTY

- 4.1 The income and property of the Trust shall be applied solely within New Zealand towards the promotion of the charitable objectives and purposes of the Trust as set out in clause 2.
- 4.2 No portion shall be paid or transferred directly or indirectly by way of profit, income or benefit to the members of the Trust or any person provided however that nothing herein shall prevent the payment or provision of any income or benefit pursuant to the charitable objectives and purposes of the Trust to any person who is a trustee of the Trust or is an associated person to a trustee of the Trust (associated person being defined by the Income Tax Act 1994) where that Trustee or associated person is not able and not entitled to determine or to materially influence in any way the determination of the nature or the amount of that benefit or advantage or that income or the circumstances in which it is or is to be so received or gained.
- 4.3 No trustee shall be permitted to be a party to any decision or determination affecting any income or benefit payable or afforded under this clause 4, to himself or herself or any such person associated to himself or herself.

5. WINDING UP OF TRUST

- 5.1 If on the winding up or dissolution of the Trust there remains after payment of all its debts and liabilities, any property or assets whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to trustees carrying out in New Zealand charitable objects similar to those hereinbefore set forth or be applied to such of any charitable objects within New Zealand as the Trustees may by resolution determine at or before or during the winding up or in default thereof as may be determined by a Judge of the High Court of New Zealand on application by the trustees.
- 5.2 The trustees may, by unanimous resolution, wind up the Trust and distribute the property and funds forming part of the Trust Fund in terms only of subclause 5.1.

6. APPOINTMENT OF NEW TRUSTEES

- 6.1 The appointment of new trustees to the Trust is to be exercised by no less than two thirds of the trustees.

7. TRUSTEES

- 7.1 The maximum number of trustees shall be seven (7) and the minimum number three (3).
- 7.2 The trustees shall:
- (a) uphold the charitable objectives and purposes of the Trust;
 - (b) recognise Te Rūnanga o Ngāi Tahu as the tribal authority;
 - (c) work as part of a team to achieve the Trust's charitable objectives and purposes as per clause 2; and
 - (d) not act or speak in such a way as to bring the Trust into disrespect of any kind.

8. REMOVAL OF A TRUSTEE

8.1 A trustee may be removed by notice of writing, if that trustee:

- (a) becomes physically or mentally incapable of acting as a trustee; or
- (b) commits any act of bankruptcy; or
- (c) is convicted of any criminal offence; or
- (d) tenders a written resignation; or
- (e) is requested to resign by notice in writing signed by not less than two-thirds of the trustees which must include the signature of the Chairperson.

9. TRUSTEE MEETINGS

- (a) The trustees shall hold such meetings at such times as they shall determine. Any trustee may request a meeting of the trustees by notice in writing to the secretary. Upon receiving any such notice, the secretary shall convene a meeting of trustees and shall give to the trustees seven (7) days' notice in writing of such meetings.
- (b) No meeting of trustees shall transact any business unless a quorum is present, which shall be a majority of the trustees for the time being.
- (c) The trustees shall from time to time appoint one of their number to be chairperson and another of their number to be secretary. The chairperson and secretary shall hold office until they shall respectively either resign or be requested to resign by notice in writing signed by not less than two-thirds of the trustees for the time being.
- (d) Upon any matter to be decided or business to be transacted at any meeting of the trustees, each trustee present shall have one (1) vote. The number of votes required to reach any decision shall be not less than two-thirds of the number of trustees entitled to vote at the meeting concerned. A resolution in writing signed by not less than two-thirds of the number of trustees shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and constituted.
- (e) The trustees may from time to time, by a majority of not less than two-thirds, prescribe such further rules as they think fit for the conduct of the affairs of the Trust.
- (f) Where any procedural requirement set forth in the rules contained, shall be found not to have been complied with any subsequent meeting of the trustees, may ratify and confirm any earlier action purported to have been taken or done by or on behalf of the Trust.

10. CHARITABLE PURPOSE PARAMOUNT

10.1 No power or reservation expressed or implied herein shall authorise the trustees to do or suffer any act which does not further the charitable objectives and purposes of the Trust expressed herein which shall at all times be paramount so as to exclude any act or omission which is or may be deemed to be not in accordance with such purposes.

11. VALIDITY

- 11.1 All acts done by any meeting of the trustees or of a committee of the trustees or by any person acting as a member of the Board of Trustees shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such committee or member as aforesaid or that they, or any of them, were for any reason disqualified, be as valid as if such person had been duly appointed and was qualified.

12. INDEMNITY

- 12.1 The trustees shall be chargeable only for such money as they shall actually have received, although they may have joined in any receipt for the money received by any other of them and shall not be answerable for the acts of any other member nor for any loss which may arise by reason of any trust funds being lawfully deposited in the hands of any banker, solicitor or agent or for the sufficiency or insufficiency or deficiency of any security upon which any trust money or any part thereof may be invested or for any loss in the execution of any trust, unless the same shall happen through his own neglect or default.

13. COMMON SEAL

- 13.1 If the trustees incorporate the trust as a Trust Board under the Charitable Trusts Act 1957 then the trustees shall have the safe custody of the common seal and the Trust Board may from time to time by resolution, change, alter or adopt any new such seal as they may deem proper. The common seal shall not be affixed to any document except by the authority of the trustees previously given and shall be affixed in the presence of two (2) trustees who shall affix their signatures to every document so sealed.

14. ALTERATION OF THIS DEED

- 14.1 The foregoing Deed and Rules of the Trust may be rescinded, altered or amended by resolution passed by the trustees at one meeting and duly approved at the next ensuing meeting of the trustees PROVIDED HOWEVER that no such recession, alteration, amendment by resolution shall be valid in so far that it alters the charitable objective and purpose expressed in clause 2 hereof nor any other purposes or objects expressed or implied herein from being exclusively charitable within New Zealand and PROVIDED FURTHER HOWEVER that this clause 14 is irrevocable and cannot be amended nor added to at any time.

15. REMUNERATION OF TRUSTEES

- 15.1 Nothing contained herein shall prevent the payment in good faith of remuneration by way of professional fees to any officer or servant of the Trust or to any member thereof or to any other person in return for any professional services actually rendered to the Trust in the course of and as part of the carrying on as a business of a professional public practice by such person.

16. CONTRACTING BY THE TRUST

16.1 Contracts on behalf of the Trust may be made as follows:

- (a) A contract which if made by private persons would be by law required to be by deed may be made on behalf of the Trust if incorporated under the Charitable Trusts Act 1957 in writing under the Common Seal of the Board, attested in such manner as is provided herein.
- (b) A contract which if made between private persons would by law required to be in writing, signed by the parties to be charged therewith, may be made on behalf of the Trust in writing signed by any person acting under its authority, expressed 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 Trust by any person acting under its authority, expressed or implied.

16.2 No such contract shall be entered into by any such person on behalf of the Trust except with the authority of a resolution passed by the Trust at a properly constituted meeting.

17. BREACH OF THE TRUST

17.1 No trustee of the Trust shall be liable for any loss not attributable to a breach of trust. No trustee shall be bound to take any proceedings against a co-trustee or former trustee for any breach or alleged breach of trust committed by such co-trustee or former trustee.

18. TRUSTEE LIABILITY

18.1 Without limiting the generality of the preceding clause 17, it is declared that:

- (a) the trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity.
- (b) trustees are each answerable for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneer or other person with whom or into whose hands any trust money or security is properly deposited has come;
- (c) no trustee shall be liable personally for the maintenance, repair or insurance of any property included in the Trust Fund, or for the payment of any charges on such property.

DATED AT Rāpaki this 17th day of August 2017

I hereby certify that this is a correct copy of the trust deed or rules of the Te Mahi Korowai Trust.


June Swindells - Trustee

NEW ZEALAND.

Warrant No.
Reference: P.R. folio 89/168
Deeds Index C.11380
Transfer No.



Register-book,
Vol. 475 folio 265

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

This Certificate, dated the Eleventh day of August, one thousand nine hundred and Forty-two under the hand and seal of the District Land Registrar of the Land Registration District of Canterbury, being a Certificate in lieu of Grant, (~~under Warrant of His Excellency the Governor-General~~) in exercise of the powers enabling him in that behalf, Witnesseth that THE ABORIGINAL NATIVES OF NEW ZEALAND named in the schedule hereunder written are seized of an estate in fee simple as tenants in common in shares proportionate to the area set out after the name of each

~~is seized of an estate in fee simple~~ (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or endorsed hereon; subject also to any existing right of the Crown to take and lay off roads under any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon, bordered green, be the several admeasurements a little more or less, which said land is ~~in the said Warrant~~ expressed to have been originally acquired by the said Aboriginal Natives

as from the Thirtieth day of November, one thousand Eight hundred and eighty-six under the Native Land Court Act, 1886, that is to say: All that parcel of land containing TWO ROODS AND TWENTY-NINE PERCHES or thereabouts situated in Block IV of the Halswell Survey District being Section 33 Rapaki Native Reserve 875



A. B. Ross
District Land Registrar.

NAME	PROPORTIONATE SHARE
Heretini Manihera	37 Perches
Tatana Tohitu	36 Perches
Ruruhira te Rou	18 Perches
Pitiroi te Rou	18 Perches
Total: 2 Roods 29 Perches	

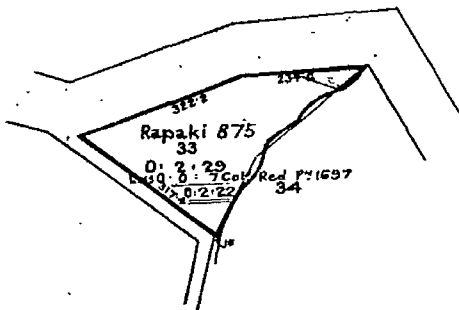
Proclamation 1538 defining the middle-line of a road Entered 30 September 1938 at 9.30 a.m.

Proclamation 1697 taking the part of the above described land containing 7 perches coloured red in plan hereon for road Entered 17 July 1940 at 9.30 a.m.

Transfer 246563 of the balance produced 5th October 1942 at 11.39 am The South Island District Maori Land Board under Part XVIII of the Native Land Act 1931 to Marewa Elizabeth Mc Connell of Lyttelton, Schoolteacher, a Native within the meaning of the Native Land Act, 1931

J. M. Coore

-over-



METRIC AREA— 2580m²

Scale: 2 Chains to an Inch

J

Healing Order 753656 regarding the
undivided land in Terence Robangi
Mr. Bonnell m.a. - 11/2/1968 at
9.15 am.

[Signature]
for A.L.R.

No 756895 Status Declaration by
The Registrar Maori Land Court
3-2-1969 at 1.57 pm

[Signature]
for A.L.R.

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952.

[Signature]
for A.L.R.

Mortgage 212051/1 to Biddle Weir
Nominees Limited - 28.12.1978
10.08a.m.

DISCHARGED 1978
[Signature]
for A.L.R.

Mortgage 296663/2 to Biddle Weir
Nominees Limited - 26.10.1980 at 9.53 am.

DISCHARGED 1980
[Signature]
for A.L.R.

No. 384472/102 Impartation Certificate
pursuant to Section 19 of the Public Works
Act 1981 - 31.5.1982 at 10.08a.m.

[Signature]
for A.L.R.

[Signature]
for A.L.R.

Transfer 394957/2 to Her Majesty the Queen
for Maori Housing Purposes - 5-8-1982 at
9.03a.m.

[Signature]
for A.L.R.

The within land is subject to Maori Housing
Act 1937 -

[Signature]
for A.L.R.

Transfer A123695/2 to Te Runanga O Rapaki
Trust Board at Lyttelton - 15.7.1994 at
10.53am

[Signature]
for A.L.R.

Subject to:

Part IVA Conservation Act 1987

Section 11 Crown Minerals Act 1991

[Signature]
for A.L.R.

Mortgage A123695/3 to Her Majesty The Queen
- 15.7.1994 at 10.53am

[Signature]
for A.L.R.

