

## Cover sheet

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

Sections 23 and 61 Charitable Trusts Act 1957

#### Notes

- Use this form to notify the Registrar of Incorporated Societies of changes to a Board's trust deed or rules.
- Changes and amendments must be attached to this cover sheet separately.
- Please enter the name as it appears on the Register of Charitable Trust Boards. You can confirm the full name by carrying out a Register Search at [www.societies.govt.nz](http://www.societies.govt.nz)

#### 1. Name of Board

Nga Taonga Whakamaumuhara ki Nga Taima Toa mai i Tarakehu  
ki Paritu i waere ki te mura o te ahi 1939-1945 Trust

#### 2. Registered number

869709

#### 3. Complete this checklist before filing this notice

Tick all options that apply to this variation of trusts/alteration of rules

- The variation of trust/alteration of rules complies with the Charitable Trust Act 1957.
- Any change to the purpose of the charitable trust must comply with the Act. Note | The document can only be registered if the purpose continues to fall within the following categories:
- the promotion of education;
  - the promotion of religion;
  - the relief of poverty; or
  - other purposes of benefit to the community.

Does the variation of trust/alteration of rules include a name change for the board?

If you are changing the name of the Board, have you checked that the name is available by doing a Register Search at [www.companies.govt.nz](http://www.companies.govt.nz) ...?

NPC# 09  
20 DEC 2010

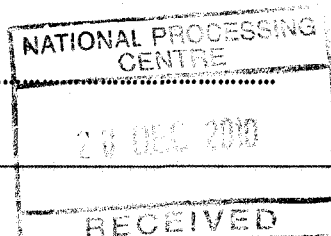
Note | Section 15 of the Charitable Trusts Act 1957 regulates Board names generally.

#### 4. Signature

*Sarah Pohatu*

#### 5. Date:

7 / 12 / 2010



#### 6. My contact details

Name and postal address

Sarah Pohatu / Trust Secretary  
Box 399, Gisborne

Email (optional)

Telephone

06 8679960

**NGA TAONGA WHAKAMAUMAHARA KI NGA TAMA**  
**TOA MAI I TARAKEHA KI PARITU I HAERE KI TE**  
**MURA O TE AHI 1939 - 1945**

**NGA TAONGA A NGA TAMA TOA TRUST**

**DEED OF TRUST**

**BETWEEN**

**SIR HENRY K NGATA** of Gisborne, Returned  
Serviceman ("the Settlor")

**AND**

**SIR HENRY K NGATA** of Gisborne, Returned  
Serviceman

**JOHN WAITITI** of Te Kaha, Returned Serviceman

**NOLAN RAIHANIA** of Tokomaru Bay, Returned  
Serviceman

**TAUTINI GLOVER** of Gisborne, Returned Serviceman

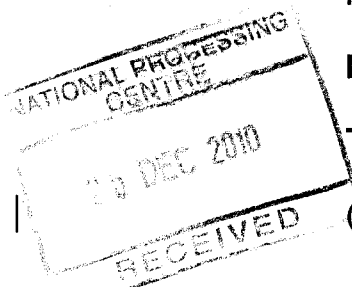
**KEITA WALKER** of Ruatoria, Widow

**MATIRE GLOVER** of Gisborne, Gisborne Branch 28<sup>th</sup>  
Maori Battalion Association

**MONTY SOUTAR** of Gisborne, Museum Director

**TAINA MCGREGOR** of Wellington, Oral Historian

(together with their successors in office "the Trustees")



**RECITALS:****THE 28 MAORI BATTALION**

- A. The 28 Maori Battalion had a proud record of service in World War II, equal to the beset, exceeded by none. As an integral part of the 2NZ Expeditionary Force, the Battalion fought in Greece and Crete, in Egypt and Libya and Tunisia, and in Italy. Men from the Battalion won the following decorations:

Victoria Cross	1
DSO	7
MBE	1
MC	21
Bar to MC	3
DCM	13
MM	51
BEM	1
MID	45
US Silver Star	1
	<hr/> 144

But these were gained at a heavy cost. The total number of men who embarked for overseas service with the Maori Battalion was 3,600.

Total Casualties were:	(as a % of embarkations)	
Killed	649	18%
Wounded	1712	48%
POW	237	7%
	<hr/> 2598	73%

Total 2 NZEF Army personnel who served overseas up to August 1945: 99,343.

	(% of 99343)	
Killed (& Deaths)	6793	6.8%
Wounded	15324	15.4%
POW & Missing	7909	8.0%
	<hr/> 30026	30.2%

The percentages shown do not convey a fair comparison. The 28 Maori Battalion was a front-line fighting unit, while the total 2 NXEF figure would have included, beside the front line units, support and non-combat, and non front-line units.

Nevertheless the figures and the percentages establish a profile of the service rendered in World War II by the 28 Maori Battalion.

- B. For the purposes of this Deed the C Company consists of those soldiers from Torere to Muriwai who served overseas with the 28 Maori Battalion in World War II, as well as those Maori men and women from that region who served in other units and other services in World War II.

Embarkations	951
Killed in action	108
Died of wounds	38
Died while POW	7
Died of sickness	4
Died of accident	1

In all 177 died from a possible 951 which represents a death rate of 18.6%.

- C. The genesis of the project to restore and preserve a history of C Company began with the celebrations to mark the 50<sup>th</sup> Anniversary of the Ngarimu VC and the C Company Reunion held at Ruatoria in 1993. In the lead up to that hui some 700 war photographs were copied from family collections and displayed.

The Gisborne Branch of 28 Maori Battalion Association gave the initial funding to start the process. In late 1993 Professor Mason Durie, head of the Maori Studies Department of Massey University drew up an application to the Foundation for Research Science and Technology and with the support of the Gisborne Branch of the 28 Maori Battalion Association, the application was lodged in the Association's name. The application was successful and in July of 1994 funding was received to continue the photograph project, to interview the surviving members of C Company and their families and generally contract a framework for oral history research and apply the framework to an oral-pictorial history of the C Company.

- D. The Department of Maori Studies at Massey University was contracted to assist with the project. The C Company Research Project was initiated by Monty Soutar who in the course of his research at Massey University discovered a letter by the late Sir A T Ngata urging that a history of the C company's World War II service should be recorded. The discovery of that letter was a motivating factor for all those involved in the project. The contents of that letter is recorded here for posterity:

*"Ruatoria,  
March 27, 1946*

*Judge Carr,  
Pres. Maori Land Board  
GISBORNE*

*Dear Sir,*

*It has been decided, that a history of C. Coy. of the 28<sup>th</sup> Maori Battalion in the recent war should be compiled from official data and personal accounts while things are fresh in mind.*

*The one senior officer of the district, who saw most of the campaigns, and who commanded the Battalion to the end of the campaign in Italy, is*

*Lt.Col. Awatere, and he has been asked and has agreed to undertake the task.*

*The compilation is expected to occupy twelve months and will involve –*

- (a) Contact with the Archive Section of Army H.Q. and with Base Records, involving visits to Wellington.*
- (b) Contact with and personal interviews of officers and men of C.Coy, who occupy from Muriwai to Opotiki, with a few beyond the district. The centres for these should be Gisborne, Ruatoria and Te Kaha; and*
- (c) Assembling or perusing the correspondence of officers and men written from overseas.*

*This is a unit history and will be regarded by Army HQ as a private matter. The official history of the Battalion is being compiled by Army, but from what I have seen of it, it is lacking in the interest which personal accounts and the background of the experiences of the men alone can supply.*

*I have gone into the matters of finance and estimate that the job will cost between 800 pounds and one thousand pounds, do not think there will be any difficulty about that once the material is ready. The following sources are indicated for ways and means –*

	Pounds
<i>Tairawhiti Maori Land Boards</i>	<i>150</i>
<i>Waiariki</i>	<i>50</i>
<i>East Coast Trust (Muriwai and Tologa)</i>	<i>100</i>
<i>Mangatu</i>	<i>75</i>
<i>Whangara Blocks</i>	<i>75</i>
<i>Anaura</i>	<i>25</i>
<i>Tokomaru Bay</i>	<i>50</i>
<i>Te Puia to Hicks Bay, inc Waiapu Farmers, Tikitiki Stn</i>	<i>375</i>
<i>Whanau a Apanui &amp; Ngaitai</i>	<i>100</i>

*I have discussed with Col Awatere remuneration &c. and the following has been agreed upon:-*

*Salary pounds 10.10.0 a week  
Travelling allowance 25/- a day plus actual fares*

*Awatere's home is at present at Rotorua and there is the usual difficulty in arranging accommodation on this side. He will work principally at Gisborne and Ruatoria. He should be subject to your general supervision.*

*The contributions should be paid in to the Board to an appropriate fund. Awatere's term begins on the 1<sup>st</sup> next month.*

*Yours faithfully,*

*(SGD) A.T. NGATA"*

- E. The collecting and assembling of the historical memorabilia has been inspired by Sir Apirana Ngata's letter and the deeds of the Maori Battalion in particular of the C Company. More than fifty years on, this marvelous collection evokes images of the confidence and passion of the men who served in that unit, and the pride and love of their families.
- F. During the project approximately 200 returned servicemen, members of C Company and their relatives were interviewed and videotaped and a substantial amount of memorabilia and photographs were either given or loaned by members of the C Company and their relatives to enable the exhibition of the pictorial history of the C Company to be put together.
- G. The Settlor and the Trustees now wish to establish a trust to provide for the stewardship, preservations, revival and maintenance of the collection of oral history, photographs, memorabilia, videotapes, computer database, publications, books, written material, maps and history generally of the C Company and to otherwise inform the people of Aotearoa of the achievements of the members of the C Company; and, inter alia, to promote and enhance Maori achievement and social wellbeing now and for future generations of Maori.

## **OPERATIVE PART:**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this deed, unless the context otherwise requires:

**'Chairperson'** means the Trustee elected as chairperson pursuant to rule 4 of Schedule 1;

**'Deed'** means this deed and includes the schedules and any amendments;

**'Deputy Chairperson'** means the Trustee elected as deputy Chairperson pursuant to rule 4 of Schedule 1;

**'Financial Statements'** means the financial statements of the Trust prepared in accordance with clause 5.2;

**'Financial Year'** means any year or other accounting period as from time to time fixed by the trustees;

**'Objects of the Trust'** means any purpose or object which and includes:

- (i) is charitable within New Zealand in accordance with the law of New Zealand;
- (ii) to preserve, revive, maintain and to extend the collection of oral history, photographs, memorabilia, videotapes, computer database, publications, books, written material, maps and history generally of the C Company;
- (iii) to inform the people of Aotearoa of the achievements of the members of the C Company;

- (iv) to promote and enhance Maori achievement and social well-being generally;
- (v) to promote and encourage the better education of Maori;
- (vi) to undertake and or fund research or courses of study and develop such policies as will enable the social status of Maori to be improved;
- (vii) to do all things which the Trustees consider necessary or desirable for the advancement of economic security and financial independence of Maori and for the training, development and well being of Maori;
- (viii) to do all such things as the Trustees may decide are necessary or desirable for the purpose of achieving or promoting any of the objects or purposes herein specified, and for that purpose the Trustees shall have and may exercise the rights, powers and privileges of a natural person.

**PROVIDED HOWEVER** that if by reason of any alteration in the law relating to income tax it is at any time necessary to amend such purposes in order to preserve the status of the Trust as a charitable trust for the purposes of section JJ 5 and JJ 6 of the Income Tax Act 1994 and the right to exemption from income tax of the kind referred to in section CB 4(c) and CB 4(e) of the Income Tax Act 1994 such purposes shall thereupon be deemed to be amended to the extent necessary;

**'Persons'** includes any individual, corporation, partnership, joint venture, association (incorporate or otherwise), trust, organization, government department, government agencies or local authorities;

**'Secretary'** means the person appointed as secretary pursuant to rule 18 of schedule one;

**'Special Resolution'** means a resolution of the Trustees passed by a majority of not less than **sixty per cent (60%)** of the Trustees holding office at the time that the Special Resolution is passed; **PROVIDED THAT** that majority must include in it a majority of those Trustees who are appointed as C Company members in accordance with rule 1.1(a) of Schedule 1;

**'the Trust'** means the trust established by this Deed;

**'the Trustees'** means the trustees for the time being of the Trust;

**'Trust Fund'** means all the funds of the Trust and includes all capital and income for the time being held by the Trustees of the Trust;

**'Trustee Act'** means the Trustee Act 1956.

## 1.2 Construction

In this Deed, unless the context otherwise requires:

references to one gender include the other gender;

references to the singular include the plural and vice versa;

the headings and the index shall not affect the construction of the Deed;

references to clauses are references to clauses of the Deed and references to schedules are references to schedules to this Deed;

references to a statute include references to regulations, orders or notices made under or pursuant to such statute. References to any statute, regulation, order or other statutory instrument or by-law shall be deemed to be references to the statute, regulation, order, instrument or by-law from time to time amended and includes substituted provisions that substantially correspond to those referred to.

## **2. NAME OF TRUST**

The Trust shall be known as **NGA TAONGA WHAKAMAUMAHARA KI NGA TAMA TOA MAI I TARAKEHA KI PARITU I HAERE KI TE MURA O TE AHI 1939-1945** otherwise known in the short title as **NGA TAONGA A NGA TAMA TOA TRUST**.

## **3. DECLARATION OF TRUST**

**3.1** The Settlor hereby declares that the Trustees shall stand possessed of the sum of \$10 settled by the Settlor upon the Trust contemporaneously with the execution of this Deed and all other monies or property or whatever kind hereafter paid, given or transferred to, vested in, or purchased or acquired by (or agreed to be transferred to or purchased or acquired by) the Trustees to be held upon the Trusts hereby declared and any accumulations of income therefrom and all monies, investments and property of whatever kind from time to time representing the same upon the trusts and for the purposes and with the powers, authorities and discretions set out in this Deed.

**3.2** The Trustees may raised money for the purposes of the Trust by such lawful means as they think fit and may accept gifts or donations for such purposes from any person or persons and upon such conditions as they think fit, provided that no condition shall be at variance with the Objects of the Trust.

## **4. COLLECTION**

**4.1** **FOR THE AVOIDANCE OF ANY DOUBT IT IS HEREBY ACKNOWLEDGED THAT** the majority of the items in the collection have been given or are on loan to the Trust. To that end, the Trustees shall record the names and addresses of all persons (and any other relevant detail) who have given or lent any items for the collection, and shall record and adhere to any conditions those persons may require, including any limitations and restrictions on access and public availability.

**4.2** Unless stated otherwise in the records of the Trust those items deposited with the Trust and forming part of the collection shall be held by the Trustees on the following terms:

- (a) The items shall be on loan;
- (b) The items shall be returnable on demand from those persons who would otherwise be entitled to possession of the item;

(c) The Trust shall not acquire any intellectual property rights in respect of the items;

4.3 Subject to the matters set out in clauses 4.1 and 4.2, the Trustees shall arrange for the public display of the collection. The Trustees may make any further conditions and restrictions to ensure the protection, preservation, enhancement and security of the collection.

4.4 The Trustees shall ensure, that the collections is retained intact so as to honour the understanding given when the collection was being recorded and assembled that it is to form the basis of a history of the C Company of the 28 Maori Battalion.

4.5 **IT IS FURTHER ACKNOWLEDGED** that those items which are gifted to the Trust and are acquired or produced for the Trust shall, subject to clauses 4.1 and 4.2, form part of the Trust property for the purposes of this Deed and shall be administered and cared for by the Trustees accordingly.

## 5. APPLICATION OF TRUST FUND

5.1 Subject to the provisions of this deed the Trustees may pay or apply income arising from, and/or the capital of, the Trust Fund for such one or more of the Objects of the Trust and in such manner as the Trustees shall in their absolute discretion determine **AND IT IS HEREBY DECLARED** that the trustees may carry forward unexpended income in the any accounting period to a future accounting period of account periods to meet fluctuations of income in future years and other contingencies.

## 6. FINANCIAL STATEMENTS AND ANNUAL REPORT

6.1 The Trustees shall ensure that full and correct accounts of all the financial transactions of the Trust and its assets, liabilities and funds are kept in accordance with generally accepted accounting principles.

6.2 The Trustees shall, after the end of each Financial Year, have prepared financial statements including a balance sheet and income and expenditure account and notes thereto, giving a true and fair view of the financial affairs of the Trust for the Financial Year.

6.3 The Trustees may but shall not be obliged to cause financial statements to be audited by an auditor appointed for the purpose, being a person qualified for appointment as an auditor of a company under the Companies Act 1993 and not being a trustee, employee or agent of the Trust. In such case the auditor shall certify whether the financial statements are properly drawn up and give a true and fair view of the financial affairs of the Trust for the Financial Year.

6.4 The Trustees shall prepare and publish an Annual Report consisting of the financial statements and a report from the Chairman of the Trustees about the Trust's activities (including a commentary on the performance of the Trust against the objectives set out in this deed).

## 7. INSPECTION OF TRUST DEED

- 7.1 A copy of this deed shall at all times be made available for public inspection during ordinary business hours at the office of the Trustees and at such other places as the Trustees from time to time determine.

## **8. INVESTMENT OF TRUST FUND AND TRUSTEES INDEMNITY**

- 8.1 The Trustees may invest or re-invest such part or parts of the Trust Fund not immediately required for the purposes of the Trust (whether income or capital as they shall from time to time think fit in such investments or securities, whether in New Zealand or elsewhere, as the Trustees shall from time to time consider beneficial to the Trust Fund.

- 8.2 The Trustees shall not be liable for and shall be indemnified by and out of the Trust Fund in respect of any loss or liability which may be sustained or incurred by reason of the exercise of any of the powers of investment conferred by this deed. The trustees shall also be entitled to take out insurance in respect of any such loss or liability and may required that the cost of such insurance be met by the Trust but only to the extent that such cost is reasonable in all respects and is fair to the Trust.

- 8.3 No Trustee shall be liable for:

- (a) any loss not attributable to dishonesty or to the willful commission by the Trustee of an act known to the Trustee to be a breach of trust;
- (b) the neglect or default of any solicitor, bank, accountant, auditor, stockbroker, investment advisor or other agent employed in good faith by the Trustees; and in particular no trustee shall be bound to take nay proceedings against a co-trustee or former trustee for any breach or alleged breach of trust committee by such con-trustee or former trustee.

- 8.4 Each Trustee shall be chargeable only for such moneys as shall have actually been received by that Trustee although that Trustee may have joined in any receipt for money received by any other Trustee. No Trustee shall be answerable for the acts of any other Trustee nor for any loss which may arise by reason of any Trust Fund being lawfully deposited in the hands of any banker, solicitor, or agent, or for the sufficiency, 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 or her neglect or default.

## **9. APPOINTMENT, RETIREMENT AND PROCEEDINGS OF TRUSTEES**

- 9.1 The rules set forth in Schedule 1 hereto (with such amendments, deletions and additions thereto as may be permitted by this Deed or at law) shall govern the appointment, retirement and proceedings of the Trustees and associated matters.

## **10. GENERAL POWERS**

- 10.1 The Trustees may exercise the powers, authorities and discretions conferred by Schedule II of this Deed in addition to and not by way of limitation of the

powers, authorities and discretions conferred upon the Trustees generally by the Trustee Act (except where otherwise specified in this Deed).

## **11. TRUSTEES' POWERS**

- 11.1** Subject to the Objects of the Trust the express terms of this Deed (and without limiting the generality of the foregoing) the Trustees shall have in relation to the Trust Fund and the income arising from the Trust Fund all the same powers as a natural person acting as beneficial owner of the property from time to time comprising the Trust Fund and such powers shall not be restricted by any principle of construction or rule of law except to the extent that such is obligatory.
- 11.2** Without limiting the generality of the preceding paragraph and merely by way of example the Trustees shall have the powers set out in Schedule II to this Deed which may be exercised either alone or jointly with any other person.
- 11.3** Notwithstanding the provisions of section 13C of the Trustee Act 1956 and the likelihood that the Trustees will from time to time include persons whose profession, employment or business is or includes acting as a trustee or investing money on behalf of others, the care diligence and skill to be exercised by the Trustees in exercising any power of investment shall not be that required of such persons by section 13C of the Trustee Act 1956 but, subject always to clause 11.4, shall at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.
- 11.4** Notwithstanding anything to the contrary contained in this Deed or in the Trustee Act 1956, the Trustees shall be under no liability whatsoever in relation to the exercise of the power of investment under this Deed whether in tort, contract, equity or otherwise and there shall be no obligation to diversify the investments of the Trust Fund and the Trustees' and obligations in terms of the Trustee Act 1956 and in law and in equity shall be reduced accordingly and to that extent the provisions contained in section 13B and 13C shall be deemed to be limited in respect of the Trust.

## **12. REMUNERATION AND REIMBURSEMENT OF TRUSTEES AND MEMBERS**

- 12.1** (a) Subject to the proviso to this clause and to clause 18 below any Trustee hereof who shall be employed in connection with the trusts hereof may be paid all such remuneration for his or her services as may be reasonable in the furtherance of the Objects of Trust as if he or she had been employed in that behalf and had not been a Trustee hereof.
- (b) Subject to the proviso to this clause the Trustees (other than a Trustee remunerated pursuant to clause 12.1(a) to the extent that such remuneration covers services to which this clause 12.1(b) applies) shall be entitled in each Financial Year to such remuneration for their services as may be reasonable having regard to their duties and responsibilities as Trustees. Such remuneration is not to exceed the maximum meeting allowance payable from time to time in accordance with Part IVc of the Local Government Act 1974 to members of

community boards with a community population exceeding 50,000 and otherwise to be subject to the same conditions that are imposed pursuant to Part IVc of the Local Government Act 1974 in respect of the payment of meeting allowances to such members of community boards.

**PROVIDED THAT** no Trustee who is a person referred to in section CB 4(e) of the Income Tax Act 1994 shall in any way (whether directly or indirectly) materially influence or determine any income, benefit or advantage that he or she may receive from the business operations of the trust.

- 12.2** The Trustees shall be entitled to be indemnified against, and reimbursed for, any reasonable expenses incurred by them in the exercise of their powers and duties under this Deed.
- 12.3** The payments of all reasonable remuneration and expenses to the Trustees pursuant to rule 12.1(a), 12.1(b) or 12.2 shall be paid out of the Trust Fund or any other fund available for that purpose.

### **13. VARIATION OF TRUST**

- 13.1** The Trustees shall have power by Special Resolution of which notice to propose the same shall have been given in the notice convening the meeting (but which notice may also be amended or varied by the meeting at which the Special Resolution is to be considered or by an adjourned meeting) to:
- (a) vary the range of objects of the Trust provided no change may be made which would deprive the Trust of its character or nature as a charitable trust with charitable purposes;
  - (b) amend this Deed in any other way necessary to obtain or maintain the general charitable or tax charitable status of the Trust;
  - (c) rescind, amend or add to the rules set forth in Schedule I provided that no rescission amendment or addition shall conflict with any of the provisions of the Operative Part of this deed or Schedule II;
  - (d) enlarge, amend or revoke their powers, authorities and discretions as set forth in clause 9 and Schedule II (subject always to the terms of this Deed and the limitation set out in clause 13.1(a));
  - (e) amalgamate and merge the Trust with any other charitable trust and agree to any changes to the provisions of this Deed necessary or desirable to enable or facilitate such amalgamation and merger. The Trustees may not resolve to amalgamate or merge the Trust unless they are first satisfied that after such amalgamation or merger the Trust Fund will only be applied for Charitable Purposes. The Trustees may transfer all the property of the Trust to such amalgamated and merged trust and upon such transfer the Trustees shall be released and discharged from any further obligation as Trustees in respect of the property of the Trust so transferred.

**PROVIDED THAT** the Trustees shall not be entitled to exercise their power under this clause to make any amendment, variation, revocation or other change to the terms of this Trust Deed which would be contrary to the status

of the Trust as a charitable trust for the purposes of section HH 5 and HH 6 of the Income Tax Act 1994 or which would prevent the Trust from obtaining the exemptions from income tax of the kind referred to in section CB 4(c) and CB 4(e) of that Act.

#### **14. WINDING UP**

**14.1** If in the opinion of the Trustees it is impracticable for the Trust to continue in existence and provide adequately on a continuing basis for the Objects of the Trust the Trustees may (but without being under any obligation so to do) resolve to wind up the Trust by passing a special resolution in accordance with the procedure set out in clause 13.1 and such other resolutions as may be required by section 24 of the Charitable Trusts Act 1957 and may by deed direct and appoint that the Trust shall be terminated upon the date specified for that purpose.

**14.2** Upon the date so specified under clause 14.1 the Trust shall determine and upon the dissolution and winding up of the Trust the Trust Fund shall, after payment of all costs, debts and liabilities, and subject to any direction of the High Court of New Zealand in accordance with section 27 of the Charitable Trusts Act 1957, be distributed to other such charitable organisations within New Zealand as may be nominated by the Trustees.

#### **15. REVOCATION OF TRUST POWERS**

**15.1** Any power, authority or discretion reposed in the Trustees may be irrevocably or conditionally surrendered by them by deed at any time (subject always to the terms of this Deed and the limitation set out in clause 12.1(a)).

#### **16. BANK ACCOUNTS**

**16.1** The Trustees may open one or more accounts with any trading bank or other financial intermediary and authorise any two or more of the Trustees or the Secretary to sign all cheques, withdrawals and other communications and dealings relating thereto provided however that this power may be delegated by unanimous resolution of the Trustees.

#### **17. INCORPORATION UNDER CHARITABLE TRUSTS ACT 1957**

**17.1** The Trustees shall use reasonable endeavours to procure the incorporation of the Trust under the Charitable Trusts Act 1957 and upon incorporation the Trustees shall adopt a seal which shall be affixed in the presence of two Trustees.

#### **18. RESTRICTIONS ON BENEFIT FROM THE TRUST**

**18.1** If the Trustees shall carry on any business for the purposes of the trusts hereof no Trustee shall have and no other person shall have power to determine, or to materially influence in any way the determination of, in respect of that business, the nature or the amount of any benefit or advantage, whether or not convertible into money, or any income of any of the kinds referred to in sections CE and CF of the Income Tax Act 1994, (collectively called "Benefits") which may be afforded to, or received, gained, achieved, or derived by any person who falls within a category referred to in

the second proviso to section CB 4(e) of the Income Tax Act 1994, being Benefits which have the effect that such business income ceases to be exempt income pursuant to section CB 4(e) of that Act.

## 19. NOTICES

**19.1** Notices or documents to be given to the Trustees pursuant to this Deed shall be in writing signed by the person giving the notice and served at NGA WAI E RUA Building level 1, corner of Lowe Street and Reads Quay, GISBORNE.

**19.2** Notices or documents given pursuant to clause or 19.1 shall be deemed to be duly given or made:

- (a) if delivered by hand, when so delivered;
- (b) if sent by facsimile, when receipt is confirmed;
- (c) if sent by post, on the third working day after posting.

**EXECUTED** as a deed on the \_\_\_\_\_ day of \_\_\_\_\_ 2007

**SIGNED by SIR HENRY K NGATA** )  
 as Settlor and Trustee )  
 in the presence of )

\_\_\_\_\_  
 Henry K Ngata

\_\_\_\_\_  
 Witness Signature

*Name:*  
*Occupation:*  
*Residence:*

**SIGNED by TAUTINI GLOVER** )  
 in the presence of )  
 )

\_\_\_\_\_  
 Tautini Glover

\_\_\_\_\_  
 Witness Signature

*Name:*  
*Occupation:*  
*Residence:*

**SIGNED by JOHN WAITITI** )  
in the presence of )  
)

\_\_\_\_\_  
John Waititi

\_\_\_\_\_  
Witness Signature

*Name:*  
*Occupation:*  
*Residence:*

|

**SIGNED by NOLAN RAIHANIA** )  
in the presence of )  
)

\_\_\_\_\_  
Nolan Raihania

\_\_\_\_\_  
Witness Signature

*Name:*  
*Occupation:*  
*Residence:*

**SIGNED by KEITA WALKER** )  
in the presence of )  
)

\_\_\_\_\_  
Keita Walker

\_\_\_\_\_  
Witness Signature

*Name:*  
*Occupation:*  
*Residence:*

**SIGNED by MATIRE GLOVER** )  
in the presence of )  
)

\_\_\_\_\_  
Matire Glover

\_\_\_\_\_  
Witness Signature

*Name:*  
*Occupation:*  
*Residence:*

**SIGNED by MONTY SOUTAR** )  
in the presence of )  
)

\_\_\_\_\_  
Monty Soutar

\_\_\_\_\_  
Witness Signature

*Name:*  
*Occupation:*  
*Residence:*

**SIGNED by TAINA MCGREGOR** )  
in the presence of )  
)

\_\_\_\_\_  
Taina McGregor

\_\_\_\_\_  
Witness Signature

*Name:*  
*Occupation:*  
*Residence:*

## SCHEDULE 1

### **RULES GOVERNING THE APOINTMENT, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES** **(as amended by resolution by the Trustees on 1 October 2010)**

#### **1. NUMBER OF TRUSTEES**

**1.1** From the date of the adoption of this Schedule the Trustee's holding office shall continue and the Trustees shall be entitled to appoint new Trustees by way of special resolution. There shall be not less than four (4) persons appointed as Trustees. Subject to clauses 1.2 the Trustees shall be appointed as follows:

(a) **Four**, being former members of C Company of the 28<sup>th</sup> Maori Battalion to represent the C Company survivors of the region.

(b) **Ten**, to be appointed by Trustees at their discretion, including as to the term of appointment. In appointing Trustees, the Trustees will consider:

i. The skills or attributes required by the Trust and the knowledge that any proposed appointee has of the wider purposes for which the Trust has been established; and,

ii. Whether the views and experiences of the following groups are appropriately represented amongst the Trustees:

Widows of soldiers of C Company;

The descendants of soldiers of C Company;

The Gisborne Branch, 28<sup>th</sup> Maori Battalion; and,

The C Company Research Team.

**1.2** If at any time there are less than four (4) Trustees in office the remaining Trustees shall be entitled to act until the number of Trustees is restored to the minimum number and no act or decision of the Trustees shall be called into question on such account.

**1.3** In the event that it is not possible to appoint the full compliment of Trustees under clause 1.1(a) the remaining compliment of Trustees shall be appointed in accordance with clause 1.1(b) of this Schedule.

#### **2. ELIGIBILITY**

**2.1** The following persons shall not be eligible for appointment as a Trustee and may not hold office as a Trustee:

(a) a bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled or to any order under section 111 of the Insolvency Act 1967;

- (b) a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or has served the sentence or otherwise suffered the sentence imposed upon that person;
- (c) a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or has served the sentence;
- (d) a person to whom an order made under section 383 of the Companies Act 1993 applies;
- (e) a person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992;
- (f) a person who is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1989.

**2.2** A person shall not be disqualified from appointment as a trustee and may continue to hold that office:

- (a) in any case to which rule 2.1(b) applies, until the expiration of the time for appealing against the conviction and, in the event of an appeal against conviction, until the appeal has been determined;
- (b) in any case to which rule 2.1(c) applies, until the expiration of the time for appealing against the sentence of imprisonment and, in the event of an appeal, until the appeal has been determined.

### **3. TERM OF OFFICE**

**3.1** In accordance with clause 1.1(b) of this Schedule, a Trustee may be appointed for a specified term. A Trustee whose term has expired is eligible to be re-appointed. A Trustee shall hold office from the date of their appointment until:

- (a) the Trustee resigns by written notice to the Trustees;
- (b) the Trustee is ineligible as a Trustee pursuant to rule 2.1;
- (c) the Trustee dies while holding office as a Trustee;
- (d) If appointed for a term, the Trustee's term expires and he or she is not re-appointed.

**3.2** The provisions of rule 2.2 shall apply, mutatis mutandis, to rule 3.1. During any appeal period the Trustee shall be deemed to have taken leave of absence and shall not be capable of acting as a Trustee. If the conviction or sentence of imprisonment (as the case may be) is not upheld the Trustee shall be immediately reinstated. If the conviction or sentence (s the case may be) is upheld the disqualification as Trustee shall take immediate effect.

- 3.3 Upon every appointment, reappointment, retirement or cessation of office of any Trustee the Trustees shall cause an entry there of to be recorded in the minute book of the Trust.

#### **4. CHAIRPERSON AND DEPUTY CHAIRPERSON**

- 4.1 The Trustees shall elect a Chairperson and Deputy Chairperson who shall also be Trustees (when either position becomes vacant).

#### **5. QUORUM**

- 5.1 The quorum shall comprise six (6) Trustees.

#### **6. VALIDITY OF PROCEEDINGS**

- 6.1 All acts done by any meeting of Trustees or of a committee of Trustees or by any person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting 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 to be a Trustee.

#### **7. RECISSION OR VARIATION OF RESOLUTIONS**

- 7.1 Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees at any subsequent meeting by the same majority as was necessary to pass the resolution being rescinded or varied.

#### **8. MEETINGS OF TRUSTEES**

- 8.1 The Trustees shall meet at such times and places as they may agree to dispatch the business of the Trust. The Trustees shall be entitled to develop standing orders for the conduct of such meetings.
- 8.2 Any two (2) or more Trustees may at any time summon a meeting of Trustees.
- 8.3 Within four (4) months of the end of each Financial Year the Trustees may hold an Annual General Meeting. Former members of C Company, C Company widows, wives and whanau and or otherwise the owners of items in the collection ("the invitees") shall be entitled and shall be invited to attend the Annual General Meeting.
- 8.4 The Secretary shall give no less than thirty (30) days notice of the Annual General Meeting to the Trustees and to the invitees, such notice to specify the date, time and place of the Annual General Meeting, and in addition such notice shall be advertised in the Gisborne Herald, and local radio stations no less than 14 days before the Annual General Meeting.
- 8.5 The business to be transacted at the Annual General Meeting shall be the receipt of the annual report, accounts, whether an auditor is to be appointed or re-appointed and the setting of the remuneration (if any) of Trustees. Any

other business shall be deemed special business and shall be dealt with in accordance with rule 8.6.

- 8.6** Notice in writing of any special business shall be given to the Secretary no less than twenty one (21) days prior to the Annual General Meeting. The Secretary shall circulate an agenda, including all special business, to the Trustees no later than fourteen (14) days prior to the Annual General Meeting.

## **9. NOTICE OF MEETINGS**

- 9.1** Notice in writing of every meeting will be delivered or sent by post or facsimile to each Trustee by the Secretary or other person acting under the direction of the Trustees. In the case of a meeting summoned pursuant to rule 8.5, the Trustees, persons summoning it or the secretary or other person acting under the direction of the Trustees shall give at least seven (7) working days notice of that meeting. No notice shall be necessary for adjourned meetings except to Trustees not present when the meeting was adjourned.

## **10. ADJOURNMENT**

- 10.1** If a quorum is not present within thirty minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting. Any meeting may be adjourned by the Chairperson upon the adoption of a resolution for its adjournment. Alternatively, the meeting may continue but any decisions and resolutions must be deferred until confirmed by a subsequent meeting.

## **11. CONTENT OF NOTICE**

- 11.1** Every notice of meeting shall state the place, day, and hour of the meeting and every notice of a meeting summoned pursuant to rule 8.4 shall state the matters to be discussed at that meeting. Notice of any meeting may be abridged or waived if all Trustees who are for the time being in New Zealand consent in writing to such abridgement or waiver.

## **12. COMMITTEES**

- 12.1** The Trustees may from time to time appoint any one or more Trustees to be a committee for making any inquiry, for considering supervising or transacting any business of the Trust, for the investment and management of the Trust Funds or any part thereof, or for the performance of any duty or function which in the opinion of the Trustees will further the purposes and objects of the Trust. Subject to these rules and to any directions from time to time given by the Trustees every such committee may regulate its own procedure but so that a quorum at any meeting of the committee will be a majority of its members for the time being.

## **13. VOTING**

- 13.1** Except as otherwise provided in this Deed and subject to the quorum requirements as to meetings, the Trustees shall exercise their powers and discretion by a simple majority vote of the Trustee present.

- 13.2** Neither the Chairperson nor the Deputy Chairperson shall have a casting vote in addition to his or her deliberate vote.

#### **14. MINUTES**

- 14.1** A minute book shall be provided and kept by the Trustees and all proceedings of the Trustees shall be entered in the minute book.
- 14.2** Minutes signed by the chairperson of the meeting at which the proceedings were transacted or by the chairperson of the next succeeding meeting shall be evidence of the proceedings.
- 14.3** Where minutes of the proceedings at any meeting of Trustees have been made in accordance with the provisions of these rules then, until the contrary is proved, the meeting shall be deemed duly held and convened and all proceedings at that meeting to have been duly conducted.

#### **15. RESOLUTIONS IN WRITING**

- 15.1** Notwithstanding any other provisions in the Deed or these rules, a resolution in writing signed by all the Trustees or (as the case may be) by all the members of a committee, shall be as effective for all purposes as a resolution passed at a meeting of the Trustees or of such committee (as the case may be) duly convened, held and constituted. Such resolution may consist of several documents in the same form, each signed by one or more of the Trustees or members of the committee, (as the case may be). Any such communications sent by a Trustee by telegram, facsimile transmission, telex, cable or any other verifiable medium of communication or the sending of which by such means shall have been approved by a Trustee shall be deemed to have been signed by such Trustee.

#### **16. MEETINGS BY TELEPHONE**

- 16.1** Notwithstanding any other provision in the Deed or these rules, the contemporaneous linking together of a number of the Trustees or members of a committee ("the participants") being not less than a quorum, together with the Secretary or a person acting as a secretary, shall be deemed to constitute a meeting and all the provisions in these rules as to meetings shall apply to such meetings by telephone so long as the following conditions are met:
- (a) All the participants for the time being entitled to receive notice of a meeting shall be entitled to notice of a meeting by telephone and to be linked by telephone for the purposes of such meeting. Notice of such meeting may be given by telephone;
  - (b) Each of the participants taking part in the meeting by telephone, and the Secretary or person acting as a secretary, must be able to hear each of the others taking part at the commencement of the meeting;
  - (c) At the commencement of the meeting each participant must acknowledge his or her presence for the purpose of such meeting to all the others taking part;

- (d) A participant may not leave the meeting by disconnecting his or her telephone without having previously obtained the express consent of the Chairperson of the meeting and shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone unless having obtained the express consent of the Chairperson to leave the meeting as aforesaid.

**16.2** Minutes of the proceedings at such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting or by the Secretary or person acting as a Secretary.

## **17. EXECUTION OF DOCUMENTS**

**17.1** All documents required to be executed by the Trustees shall be deemed to be validly executed and binding on the Trust if these documents have been entered into and executed by the authority of the Trustees previously given and signed by at least two (2) Trustees or any other person approved by the Trustees for the purpose and affixed with the seal in the presence of two Trustees.

## **18. SECRETARY AND TREASURER**

**18.1** The Trustees shall appoint from time to time a Secretary and a Treasurer who may also be Trustees.

**18.2** It shall be the duty of the Secretary to keep usual records of the business of the Trust and to notify Trustees of intended meetings and the business to be transacted at such meetings.

**18.3** It shall be the duty of the Treasurer to keep usual and proper books of account and other financial records of the business to report to the Trustees from time to time on the finances of the Trust Fund to present annual statements of accounts for audit and for consideration by the Trustees and to prepare and file from time to time with the Inland Revenue Department all necessary tax accounts to allow the Trust to retain its charitable tax status.

## SCHEDULE II

### TRUSTEES' SPECIFIC POWERS

Subject to any express terms in this Deed limiting or restricting such powers, the Trustees shall have the power to:

- (a) Invest the Trust Fund or any portion thereof, notwithstanding that it may be subject to any liability, in any property whether in New Zealand or overseas.
- (b) Sell all or any part of the property comprising the Trust Fund at such price on such terms and subject to such conditions as they in their absolute discretion think fit with power to allow the whole or any part of the purchase money to remain owing as a debt to the Trust.
- (c) Retain property forming part of the Trust Fund.
- (d) Borrow moneys on such terms and subject to such conditions as the Trustees think fit.
- (e) Lease or to take on lease or licence any property on such terms and subject to such conditions as they think fit and to accept or affect such surrenders of leases and licences as they think fit.
- (f) Lend moneys on such terms and subject to such conditions as the Trustees think fit.

**PROVIDED THAT** the Trustees shall not exercise the powers in sub-clauses (e) or (f) to lend money nor lease property or assets at less than current commercial rates, having regard to the nature and term of the loan or lease, to any person (as detailed in the Income Tax Act 1994);

- (i) who is a Settlor or trustee of the Trust; or
  - (ii) who is a shareholder or director of any company by which any business of the trust is carried on; or
  - (iii) who is a Settlor or trustee of a trust that is a shareholder or any company by which any business of the trust is carried on; or
  - (iv) if that person or that company and the Settlor or trustee or shareholder or director referred to in any of the foregoing paragraphs of this proviso are associated persons, as that term is defined in the Income Tax Act 1994.
- (g) Maintain manage repair improve and develop any property which or an interest in which for the time being forms part of the Trust Fund in such manner as the Trustees shall think fit.
  - (h) Employ and pay any person (including any Trustee) to do any act of whatever nature relating to the Trust including the receipt and payment of money **PROVIDED THAT** any Trustee hereof who shall be employed in connection with the trusts hereof may be paid all such remuneration for his services as may be **PROVIDED THAT** no trustee who is a person referred to in Clauses

(i) to (iv) inclusive in the second proviso to section CB 4(e) of the Income Tax Act 1994 shall in any way (whether directly or indirectly) materially influence or determine any income, benefit or advantage that he may receive from the business operations of the trust.

- (i) Open an account or accounts at any time or times in any name or names and either on their own behalf or jointly with another at any bank and to overdraw any such account with or without giving security and in addition to the powers conferred by section 81 of the Trustee Act 1956 to make arrangements with any Bank for any one or more of the following , namely, the Trustees and/or any delegate or delegates named in writing by all the Trustees to operate upon any account at that Bank. All sums of money received on account of the Trust shall be forthwith paid into the credit of such account or accounts unless otherwise expressly ordered by the Trustees. All negotiable instruments and all receipts for money paid to the Trust shall be signed, draw, accepted, endorsed or otherwise executed as the case may be in such manner as the Trustees from time to time determine.
- (j) Insure against loss or damage by any cause whatsoever any insurable property to any amount not exceeding the full insurable value thereof or the full replacement value thereof as the Trustees may in their absolute discretion from time to time think fit.
- (k) Enter into contracts of any nature whatsoever for the purpose of protecting maintaining or enhancing the value of all or any assets acquired or held by the Trustees or which the Trustees have the right to acquire or hold.
- (l) Delegate any of the powers and duties to any committee or committees consisting of such of the Trustees (or such other persons) as they may appoint for such purpose.
- (m) Subject to the provisions of this Deed, to exercise as the Trustees in their absolute discretion think fit all the voting powers attaching to any shares forming part of the Trust Fund including to consider any recommendations made by the directors of any company on any proposal relating to any reconstruction or amalgamation or merger of the company or any subsidiary or any modification of the rights of shareholders or any increase or reduction of capital or other dealing with the shares and after giving due consideration to the recommendations of the directors to make a decision in respect of any such proposal as the Trustees may consider in their absolute discretion will be for the benefit of or in the interests of the Trust Fund.
- (n) Do such other acts and things as may be incidental or conducive to the attainment of the general purposes of the Trust.
- (o) Apply for incorporation as a Charitable Trust Board under the Charitable Trusts Act 1957.

Without limiting the generality of above the Trustees shall have the power:

- (p) **Advertise and Inform:** to make known and further the objects and purposes of the Trust and to advertise the manner in which the Trust Fund or any part thereof has been or is being or will be applied both by working with representatives of the established media and by advertising in any medium and to disseminate whether by written publication or otherwise information

and material of any nature whatsoever relating to the Trust and its activities, needs, objects and purpose;

- (q) **Collect Funds:** to collect funds and raise money by all lawful means and to receive, accept, encourage and enlist financial and other contributions, subscriptions, donations, legacies, endowments or bequests from any source and to conduct fund raising campaigns in order to further the exclusively charitable objects and purposes of the Trust;
- (r) **Receive Grants and Subsidies:** to receive from the New Zealand Government or any council, board or body 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 objects and purposes of the Trust;
- (s) **Specified Trust:** to carry out any specified trust attaching or relating to any contribution, subscription, donation, legacy, endowment, bequest, grant, subsidy, or payment whatsoever in order to further the objects and purposes of the Trust;
- (t) **Apply Funds:** to apply any money forming part of the Trust Fund to the promotion and advancement and development of the objects and purposes of the Trust;
- (u) **Invest Funds:** to invest any money forming part of the Trust Fund in any of the ways authorised by law for the investment of trust funds and also if the Trustees think fit on mortgage of land either by the Trustees alone or together with any person or persons as a contributory mortgagee;
- (v) **Sell and Reinvest:** to sell, join in selling, call in or convert all or part of any real or personal property forming part of the Trust Fund in such manner (including the granting of options to purchase or repurchase) and subject to such terms and conditions as the Trustees shall think fit (including the granting of time for payment of the purchase price with or without security) and to re-invest the proceeds of such sale, calling in or conversion in such manner as the Trustees shall think fit.
- (w) **Postpone Sale:** to postpone the sale of any real or personal property forming part of the Trust Fund for so long as the Trustees shall think fit notwithstanding that such property may be wasting, speculative or reversionary in nature;
- (x) **Pay Debts:** to apply any income or capital of the Trust Fund in, for or towards payment of any fees, costs, disbursements, debts or other liabilities or any part thereof, owing by or in respect of the Trust Fund or incurred in connection with the trusts of this deed, whether or not the fees, costs, disbursements, debts or other liabilities are charged upon the Trust Fund or on any part thereof and whether or not the Trustees are contractually liable for payment of the fees, costs, disbursements, debts or other liabilities;
- (y) **Acquire or Carry On Business:** to acquire any business or venture of any nature whatsoever (including without limitation any forestry or farming or similar business) or interest therein from any person, or to commence, enter into, carry on or be engaged or concerned in any business or venture of any nature whatsoever (including without limitation any forestry or farming or

similar business), whether or not carried on at the time of execution of this deed for such time or tie sand in such a manner as the Trustees shall think fit, either alone or in partnership or otherwise with any other person or persons, with power to do or join in doing all things which the Trustees shall consider necessary, expedient or desirable in connection with such business or venture including without limitation:

- (i) employing such managers, agents, workmen and others as the Trustees shall think fit;
  - (ii) using and employing in any such business or venture the whole or any part of the capital or income or both of the Trust Fund and from time to time advancing to or employing in any such business or venture (with or without taking security therefore) any additional capital or income of the Trust Fund which the Trustees may deem advisable for the effectual carrying on of the business;
  - (iii) managing or joining in the management of any such business or venture;
  - (iv) withdrawing money from any such business or venture; and the Trustees shall not be liable for any loss caused to the Trust Fund or the income thereof through carrying on any such business or venture and the Trustees shall be absolutely indemnified by and out of either or both of the capital and income of the Trust Fund for and in respect of any loss or liability which the Trustees may sustain or incur by reason of the Trustees so commencing, entering into, carrying on, or being engaged or concerned in any such business or venture;
- (z) **Establish Reserve Fund:** to start and subscribe to any depreciation or reserve fund for any purpose the Trustees may deem advisable and to determine in their discretion whether that fund is income or capital;
- (aa) **Companies:** in respect of any company or companies in which the Trustees hold or are entitled to or propose to hold shares or debentures:
- (i) to pay calls on shares;
  - (ii) to act as an officer or officers, employee or employees of the company either alone or in conjunction with others;
  - (iii) to appoint any person to act as a director of any company and if necessary to transfer to such person a sufficient number of shares to be held by him in trust for the Trustees to qualify him to act as a director;
  - (iv) to provide out of the Trust Fund capital or further capital for the company whether by advances or loans (with or without security), by deposit on current account or otherwise, by guarantees (with or without security) or by taking up shares or further shares or in such other manner and on such terms as the Trustees shall think fit; and
  - (v) to concur on such terms as the Trustees shall think fit in the liquidation, reconstruction or amalgamation of the company or in the alteration or modification of he regulations thereof and to concur in the

modification of or to surrender any of the rights attaching to all or any shares and to exercise in such manner as the Trustees shall think fit any powers which by the regulations of the company are vested in the Trustees as directors or members thereof or otherwise and on any liquidation, reconstruction or amalgamation to accept fully paid or partly paid up shares or debentures or other interest in or securities of any company as the consideration or part of the consideration for such liquidation, reconstructions or amalgamation and generally to act in relation to the company in such manner as the Trustees shall think fit;

- (bb) **Give Security:** to give security alone or together with any other person or persons the giving of which the Trustees shall consider to be in the interest (direct or indirect) of the Trust Fund or of the promotion of the exclusively charitable objects and purposes of the Trust and to authorise any company in which the Trustees shall hold shares to give such security;
- (cc) **Appoint Attorney:** at any time and for any period to appoint any person to act as an attorney for all or any of the Trustees anywhere in the world for all or any of the exclusively charitable objects and purposes of the Trust;
- (dd) **Appoint Agents:** instead of acting personally to instruct and pay any person whatsoever to transact all or any business or do any act required to be transacted or done in the execution of the trusts of this deed including the receipt and payment of money and the Trustees shall not be responsible for the default of any such person appointed in good faith or for any loss occasioned by such person's instruction;
- (ee) **Amalgamate or Merge:** to amalgamate or merge the Trust with any other exclusively charitable trust or organisation and to transfer all or part of the Trust Fund to such amalgamated or merged trust;
- (ff) **Contributions:** to contribute to any charitable trust having substantially similar objects and purposes as the objects and purposes of the Trust.