



OUR REF

YOUR REF

## OFFICE OF THE MĀORI TRUSTEE

NGĀ WAI E RUA BUILDING  
CNR LOWE STREET & READS QUAY  
PO BOX 140, GISBORNE

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7 April 2005

Tarati Carrington  
Trustee, Whakapaupakihi 5 Trust  
53 King Street  
OPOTIKI

Tēnā koe

**TRUST: WHAKAPAUPAKIHI 5 TRUST**  
**BLOCK: WHAKAPAUPAKIHI 5**

Thank you for signing and returning the new agency agreement and nomination form.


The agreement has now been signed by all the trustees except Pehimana Haapu Brown. Unfortunately, we have had no response from Mr Brown (address 213 Kaitara Rd, RD 4, Te Karaka). If he has changed address, could you please let us know his new address.

The Maori Trustee has now also signed and executed the agreement. I am therefore enclosing a signed copy of the agreement for you to keep.

John James Hata has been nominated to sign the accounts and tax returns off on behalf of the Trust. If the trustees wish to change this nomination, they need to send us a signed resolution of trustees with the name of the new nominated trustee.

If you have any queries, please do not hesitate to contact the writer.

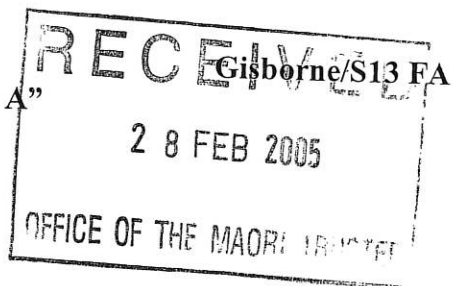
Kia ora



Maui Tangohau  
For Māori Trustee



"ATTACHMENT A"



To:  
The Māori Trustee

**Appointment of Māori Trustee as Agent in terms of Section 13 of the Māori Trustee Act 1953 for the Ahu Whenua Trustees of Whakapaupakihi 5 Trust**

The Trustees of Whakapaupakihi 5 Trust, being the Responsible Trustees appointed by the Māori Land Court by orders dated 1<sup>st</sup> June 1999, hereby appoint the Māori Trustee as agent to carry out the following regular actions (called "the Work") on behalf of the Trust, and to charge and deduct the costs for the Work from any funds held or accumulated on behalf of the Trust.

**Declaration of Assets and Liabilities of the Trust**

The Trustees hereby certify that all the assets and liabilities of the trust are as set out in Schedule 1 attached.

The Trustees undertake to advise the Māori Trustee of any new assets and liabilities vested in them. This includes all bank accounts and other investments and all loans and other debts.

**The Work**

- Issue invoices for and receive rental from the Lessee/s of the land and to carry out the required work to obtain payment from the Lessee/s. If rent remains unpaid for three months the Māori Trustee will notify the Trustees who will either institute legal action or direct the Māori Trustee to take further collection action.
- Schedule, arrange and pay for at least three yearly inspections of the land, notify the Lessee/s in writing of any breaches of lease covenant and the Lessee's obligation to remedy the breaches immediately, and send to the Trustees a copy of the inspection report and the letter to the Lessee/s.
- Discuss with the Trustees what other action, if any, is to be taken on breaches and by whom to ensure that the Lessee/s comply with the covenants of the lease.
- Arrange rent reviews and renewals of lease and refer to the Trustees for a decision and signing of extension of lease.
- Arrange meetings of owners and new lease documentation as instructed by Trustees.
- Undertake lease expiry action as necessary.
- Set up and maintain the rental and distribution records required.
- Apply to the IRD for registration of the trust as a Māori Authority and for an IRD number for the trust if required.
- When rents have been received, to hold the same until directed by the Trustees to pay out or invest any moneys held or to make an annual distribution to the owners according to their share-holding.
- Pay inspection fees and other expenses on receipt of invoices relating to the trust.

- Distribute the previous year's after-tax income to owners on completion of financial statements and tax returns for the preceding financial year. Distributions will normally take place between October and November each year.
- Before making a distribution to owners, to calculate and pay income tax to the IRD.
- Issue annual taxation deduction certificates and Māori Authority Credits to owners if a distribution is made during the year.
- Keep accounts for money received and paid.
- Provide an annual statement of accounts to the Trustees.
- Prepare tax returns for signing by the nominated trustee.
- File signed tax returns with the IRD.

The Māori Trustee will not be bound to carry out any of the Work, or any other action, if there are no funds held or forthcoming to meet the Māori Trustee's costs.

### **Information**

The Trustees agree to provide to the Māori Trustee all information necessary to permit the Māori Trustee to carry out the Work.

### **Further Work**

All other work, not specified in this letter, which the Trustees wish the Māori Trustee to undertake as their agent shall be notified in writing by the Trustees to the Māori Trustee and when accepted by the Māori Trustee, shall become part of the Work.

### **Nominated Trustee Responsible for Signing Tax Returns**

The Trustees will advise the Māori Trustee the name of the trustee who has the authority to sign off the financial statement and tax returns on their behalf.

The nominated trustee will sign off the annual financial statement and tax return by the due date – the date to be advised by the Māori Trustee.

### **Trustees' Decision on After-Tax Income**

The Trustees undertake to advise the Māori Trustee of their decision on distribution or retention of after-tax income from the previous year by the due date – the date to be advised by the Māori Trustee.

The Māori Trustee will distribute after-tax income once a year and as directed by the Trustees. The distribution will normally take place between October and November following the end of the previous financial year.

### **Authority for the Māori Trustee to be Tax Agent for the Trust**

The Trust is registered as a Māori authority and its IRD number is 88-607-767. The Trustees hereby appoint the Māori Trustee as agent and tax agent in relation to all tax matters pertaining to the trust.

### **Fees, Commission and Disbursements Payable**

The Māori Trustee's standard fees, commission and disbursements shall apply. A schedule of current fees, commission and disbursements is attached at Schedule 2 to this agreement. These charges are subject to change at any time.

**Indemnity**

The Trustees agree to indemnify the Māori Trustee from and against any loss damage or liability arising in any way from the Māori Trustee lawfully carrying out the Work for the Trustees.

**Term**

This agency shall commence on the date of acceptance by the Māori Trustee and shall continue until terminated by either party by the giving of one month notice to the other.

**Other**

The Trustees acknowledge that nothing herein contained shall require the Māori Trustee to carry out any action or take any steps that the Māori Trustee considers may be in breach of the terms of the trust order(s) made by the Māori Land Court in respect of the said block or otherwise be in breach of trustee or other law.

Signed by the Responsible Trustee

*John James Hata*.....

John James Hata, PO Box 110, Opotiki

*15/02/05*.....

Date

.....  
Signed by the Māori Trustee accepting appointment as agent.

*[Signature]*.....

ACCEPTANCE of the Māori Trustee dated

*7-4 20-05*

**Indemnity**

The Trustees agree to indemnify the Māori Trustee from and against any loss damage or liability arising in any way from the Māori Trustee lawfully carrying out the Work for the Trustees.

**Term**

This agency shall commence on the date of acceptance by the Māori Trustee and shall continue until terminated by either party by the giving of one month notice to the other.

**Other**

The Trustees acknowledge that nothing herein contained shall require the Māori Trustee to carry out any action or take any steps that the Māori Trustee considers may be in breach of the terms of the trust order(s) made by the Māori Land Court in respect of the said block or otherwise be in breach of trustee or other law.

Signed by the Responsible Trustee

.....  
*Leonard Apanui Brown*

.....  
*21-2-05*

Leonard Apanui Brown, Bells Rd, Waimana

Date

.....  
Signed by the Māori Trustee accepting appointment as agent.

.....  
*Keriti*

ACCEPTANCE of the Māori Trustee dated

*7-4*

*20-05*

**Indemnity**

The Trustees agree to indemnify the Māori Trustee from and against any loss damage or liability arising in any way from the Māori Trustee lawfully carrying out the Work for the Trustees.

**Term**

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**Other**

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Signed by the Responsible Trustee

*Tarati Carrington*.....

*16-2-05*.....

Tarati Carrington, 53 King Street, Opotiki

Date

.....  
Signed by the Māori Trustee accepting appointment as agent.

*[Signature]*.....

ACCEPTANCE of the Māori Trustee dated

*7-4* 20*05*

## Schedule 1

The assets and liabilities of Whakapaupakihi 5 Trust are:

Whakapaupakihi 5

## Schedule 2

### Māori Trustee's Fees, Commission and Disbursements as at 1 December 2004

Service	Charge – GST inclusive
Maintaining rental records, issuing rental invoices and receipting rental	<ul style="list-style-type: none"> <li>➤ Commission of 7.5% of rental plus GST Payable by the Lessee where stipulated in the lease. Otherwise payable by the Owners</li> </ul>
Preparation of a new lease document	<ul style="list-style-type: none"> <li>➤ \$438.75 per lease. Payable by the Lessee*</li> </ul>
Preparation of lease surrenders, variations, deed of covenants	<ul style="list-style-type: none"> <li>➤ \$112.50 per surrender etc. Payable by the Lessee*</li> </ul>
Consent to the Transfer of Lease	<ul style="list-style-type: none"> <li>➤ \$225.00 per transfer. Payable by the Lessee</li> </ul>
Rental Review	<ul style="list-style-type: none"> <li>➤ Cost of Valuation. Payable by the Lessee*</li> <li>➤ Administration fee of \$281.25 Payable by the Lessee*</li> </ul>
Inspection	<ul style="list-style-type: none"> <li>➤ Actual cost of inspection Payable by the Lessee*</li> <li>➤ Administration fee of \$101.25 Payable by the Lessee*</li> </ul>
Arrears Action	<ul style="list-style-type: none"> <li>➤ Costs of Court fees, Collection Agency fees etc. Payable by the Owners but recovered from the Lessee where possible.</li> </ul>
Meeting of Owners	<ul style="list-style-type: none"> <li>➤ \$506.25 per meeting. Payable by the Owners</li> <li>➤ Postage, venue hire and other expenses at cost. Payable by the Owners</li> </ul>
Meeting of Trustees or Advisory Trustees	<ul style="list-style-type: none"> <li>➤ \$213.75 per meeting. Payable by Owners.</li> <li>➤ Postage, venue hire and other expenses at cost. Payable by the Owners</li> </ul>
Administration Reports (in lieu of meetings)	<ul style="list-style-type: none"> <li>➤ \$168.75 per report. Payable by Owners</li> <li>➤ Postage and other expenses at cost. Payable by the Owners</li> </ul>
Review of Trust	<ul style="list-style-type: none"> <li>➤ \$168.75. Payable by the Owners</li> </ul>
Annual Accounts, Tax and GST returns	<ul style="list-style-type: none"> <li>➤ \$90.00 per hour. Payable by the Owners</li> </ul>
MLC hearings – attendance fees	<ul style="list-style-type: none"> <li>➤ Guideline \$90 per hour. Payable by the Owners</li> </ul>
Setting up ownership records for the property	<ul style="list-style-type: none"> <li>➤ Up to 100 owners - \$56.25</li> <li>➤ 101 to 200 owners - \$112.50</li> <li>➤ 201 to 300 owners - \$168.75</li> <li>➤ 301 to 400 owners - \$225.00</li> <li>➤ 401 owners &amp; over - \$281.25</li> </ul> Payable by the Owners
Other Administration or Accounting or Legal Work	<ul style="list-style-type: none"> <li>➤ \$67.50 to \$135.00 per hour. Payable by the Client.</li> </ul>

**\*Any costs not able to be recovered from the lessee are payable by the Owners.**