

Charitable Trust Deed for

Prophet Noble Drew Ali Mission Trust

THIS DEED is made the 30th day of October 2010

BETWEEN

Name	Address	Occupation
Shalaam-El: Bey of	Kaikohe, New Zealand	Retired businessman, Principal/Trustor/Settlor/Grantor
Rose-Dawn-El: Bey of	Kaikohe, New Zealand	Homemaker

(Together with survivors of them)

WHEREAS:

- A. The Trustor/Settlor of this Deed, Shalaam-El: Bey, desires to establish a charitable trust (in this Deed referred to as "the Trust") for the purposes described in Clause 3 of this Deed, and
- B. The Settlor of this deed is hereby gifting and conveying 21 silver dollars and his entire estate, to establish the Trust; and
- C. The Parties to this Deed have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

NOW THIS DEED WITNESSES:

1. TE INGOA/ NAME:

The name of the Trust is Prophet Noble Drew Ali Mission Trust, hereafter called 'the Trust'. Its affiliation is restricted to the Mission by the same name incorporated in Delaware, united States of America by the Amir Shalaam-El: Bey; and may not be construed as affiliated with any other organisation of the same name under the Moorish Science Temple (the Temple) or the Temple itself.

2. MÄTÄPONO/PRINCIPLES

The Trust is committed, in attaining its purposes, to:

- 2.1 to upholding the Diplomatic status of the Principal as an Ambassador of the Jurisdiction of Heaven; and allowing the historically wealthy Moorish Rite to create the conditions of peaceful living on Earth with and among all people who aspire to make the appropriate effort;
- 2.2 respecting the cultural diversity of people and encouraging people from all nationalities to utilize the Trust's facilities and services;
- 2.3 inspiring people to reach their full potential;
- 2.4 respecting the right of individuals, to the full enjoyment of life, all human rights and fundamental freedoms;
- 2.5 exercising the freedom of the human spirit to always do good and help wherever possible;
- 2.6 working cooperatively with other organisations and individuals in the area of life improvement skill development; and
- 2.7 maintaining the highest standards of professionalism and integrity.

3. WHÄINGA/ PURPOSE

The purpose of the Trust is to facilitate charitable acts within communities designated by the Settlor. The charitable acts which the Trust itself directly engages in will primarily be, but are not limited to, the education of people in practical, systematic and workable techniques and processes that lead to peaceful, harmonic and balanced lifestyles.

In particular the Trust will:

- 3.1 operate a wananga/school where classes and courses on personal responsibility and healthy lifestyles are given;
- 3.2 operate shops with a café and/or restaurant for offering healthy alternative lifestyle foods for those desirous of experiencing healthy lifestyle eating; and
- 3.3 operate marakai/gardening centres where people can learn and participate in the balanced healthy way of growing food and advance their gardening skills.

4. NGA MAHI KI AOTEAROA KAU ANAKE/ ACTIVITIES PRIMARILY TO BE FOR AOTEAROA/NEW ZEALAND

The activities of the Trust will begin in Aotearoa/New Zealand and be completely established to benefit Aotearoa/New Zealand, before branching out elsewhere.

5. TARI/OFFICE

The office of the Trust will be in such place in Aotearoa/New Zealand as the Settlor or Executor may from time to time determine.

6. TE RUNANGA WHAKAHAERE/ THE BOARD OF TRUSTEES

6.1 The Board will comprise of no less than two (2) Trustees and no more than five (5) Trustees. The Settlor will appoint an Executor which is always overseer to the Board.

6.2 The Executor can operate as a Trustee and occupy more than one position of office in the event no suitable persons are found for the other Trustee positions.

6.2 The signatories to this Deed will be the first Board. The Trustees will elect from among themselves a Chairperson. A Secretary and Treasurer will also be appointed from among themselves or from non-trust members. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs. The positions of Executor, Secretary and Treasurer may be combined.

6.3 A person will immediately cease to be Trustee when she or he resigns in writing, dies, is declared incompetent or is found to be a mentally disordered person. The Settlor is the sole person with authority to declare incompetency and may authorize whomsoever he will to make such determinations.

6.4 The Board will have the power to fill any vacancy that arises in the Board or to appoint any additional trustees subject to clause 6.1.

6.5 The Board may continue to act notwithstanding any vacancy, but if their number is reduced below minimum number of trustees as stated in this deed, the continuing trustee may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.

6.6 The Board may, by a resolution decided by a majority of at least one more than half of votes, when the number of Trustees exceeds two, terminate a person's position as a Trustee and member of the Board, if it believes that such action is in the best interest of the Trust.

6.7 The name of the Board will be Prophet NDA Mission.

7. NGA HUI O TE RUNANGA WHAKAHAERE/ MEETINGS OF THE BOARD

7.1. The procedure for Board meetings will be as follows:

7.1.1 The Board will meet when and if it or the Executor decides

7.1.2 A quorum will be at least two or one half of its members.

7.1.3 If a Trustee, including an office-bearer, does not attend three (3) consecutive meetings of the Board without leave of absence that member may, at the discretion and on decision of the Board, be removed as a Trustee, and/or from any office of the Trust which she or he holds.

7.1.4 All resolutions will if possible be arrived at by consensus. In the event that a consensus cannot be reached then a decision will be sort from and made by the Executor.

7.1.4 The Executor has the authority to go to the Settlor/Trustor for his directives and expressed desires and to see to it that the Trustees carry out such orders and directives.

7.1.5 In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.

7.2 The Board will meet whenever major decisions are to be made concerning the projects and/or endeavours of the Trust. Meetings may be held in person or by any other means of communicating as decided on by the Executor and/or the Board from time to time. The Secretary will ensure that all members of the Board are notified of the meeting, either verbally or in writing.

7.3 The Secretary will ensure that a minute book is maintained which is available to any member of the Trust and which, for each meeting of the Board, records

7.3.1 the names of those present;

7.3.2 all decisions made by the Board; and

7.3.3 any other matters discussed at the meeting.

8. TAKETAKE/ POWERS

In addition to the powers provided by the United Nations Declaration on the Rights of Indigenous Peoples and highest Universal and Natural Law and contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

8.1 to maintain a facility or facilities for the housing and care of its members;

8.2 to hire staff and facilities to assist in the maintenance and care of its members; including, but not limited to their medical, dental and eye care and their animals.

8.3 to use the funds of the Trust as the Board thinks necessary or expedient in payment of all liabilities, costs and expenses of the Trust, including but not limited to, the employment and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactment; acquisition of motor or other vessels, vehicles, aircraft.

8.4 to purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust; including but not limited to bonding and indemnifying public officials, offices and entities in order to facilitate their co-operation in the furtherance of the Trust objectives; and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;

- 8.5 to invest surplus funds in any way that benefits humanity as a whole for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;
- 8.6 to use the unlimited credit of the Settlor/Principle, lodged February 14 instant, with and accepted by the Secretary to the Treasury, New Zealand Treasury, Bond numbered, RD 028 481 506 NZ;
- 8.6.1 determine the amount of funds required for purchases, projects or any purpose it deems necessary, and make requisition to the Settlor/Principal for funds; and
- 8.6.2 upon approval, the Settlor/Principal applies his autograph/signature to the document or otherwise authorizes the Executor to sign for the funds, thereby creating that negotiable instrument for set-off by prior arrangement with the bank; and
- 8.6.3 open and maintain a bank account for the Trust to receive and use such funds; and
- 8.7 to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.

9. KO NGA RAWA HEI PAINGA MO TE IWI/ INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- 9.1 Any income, benefit or advantage will be applied to the charitable purposes of the Trust.
- 9.2 No trustee or members of the Trust or any person associated with a trustee shall participate in or materially influence any decision made by the trustees in respect of any payment to or on behalf of that trustee or associated person of any income, benefit or advantage whatsoever.
Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- 9.3 The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed of trust.

10. TURU TAKETAKE/ POWER TO DELEGATE

- 10.1 The Board may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board could itself have done.
- 10.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Board.
- 10.3 The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board.
- 10.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

11. PŪTEA/ FINANCIAL ARRANGEMENTS

- 11.1 The financial year of the Trust will be from 1 January to 31 December.
- 11.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following:
- 11.2.1 how money will be received by the Trust;
- 11.2.2 who will be entitled to produce receipts;

11.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

11.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories; and

11.2.5 the policy concerning the investment of money by the Trust, including what type of investment will be permitted.

11.3 the Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust and all necessary tax reporting be done in a timely manner.

11.4 The Board may or may not arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

12. TE TOHE TAKETAKE/ THE SEAL

12.1 In due course the Trust will acquire a Seal for the Board, which will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.

12.2 When required, the Seal will be affixed to any document following a resolution of the Board and will be signed by the Chairperson (or a trustee acting as the Chair) and one other trustee appointed by the Board.

13. TAKAWAENGA/ MEDIATION & ARBITRATION

13.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' institute of new Zealand Inc.

13.2 The mediation shall be terminated by-

13.2.1 The signing of a settlement agreement by the parties; or

13.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or

13.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or

13.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

13.3 If the mediation should be terminated as provided in 14.2.2, 14.2.3 or 14.2.4 any dispute or difference arising out of or in connection with this deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty -one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

14. TAUNAHA/ TRUSTEE LIABILITY

It is declared that:

14.1 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; and

14.2 They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is properly deposited or has come;

14.3 No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;

14.4 No Trustees hereof shall be liable for any loss arising from any cause whatsoever unless such loss is attributable:

14.4.1 To his or her own dishonesty; or

14.4.2 To the wilful commission by him or her of an act known by him/her to be a breach of Trust.

And pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any Trustee hereof.

14.5 No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-Trustee.

14.6 Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.

14.7 The Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

15. TE TUKU TOENGA RAWA/DISPOSITION OF SURPLUS ASSETS

On the winding up of the Trust, or on its dissolution by the Settlor, all surplus assets, after the payment of costs, debts and liabilities will be given to other charitable organisation/s within New Zealand as the Board will decide. If the Trust is unable to make such a decision, the surplus assets will be disposed of in accordance with the directions of the Executor of this Trust.

In future if any of the clauses of this Deed be deemed to not serve the highest and best interest of the purposes of the Trustor/Settlor and his Trust, the Trustor/Settlor reserves the right to add, alter and delete the terms of this Deed.

IN WITNESS OF WHICH this Deed has been executed:

SIGNED by the above named) Shalaam-El: Bey
) _____

as Trustor/Settlor in the presence of:) _____

Full Name of Witness:

Occupation:

Residential address:

SIGNED by the above named) Rose-Dawn-El: Bey
) _____

as Executor/Trustee in the presence of:) _____

Full Name of Witness:

Occupation:

Residential address:

“A”

This is the document marked
“A” referred to in the annexed
declaration of
..... made
at Kailohe this
..... day of
....., 2011
before me
.....