

**DEED OF TRUST  
OF  
NGAI TE RANGI SETTLEMENT TRUST**

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Executed as a deed on the 5<sup>th</sup> day of July 2013

## BACKGROUND

- A. Ngai Te Rangi intends to enter into a Deed of Settlement with the Crown to settle the Ngai Te Rangi historical Treaty claims against the Crown.
- B. In order to meet the requirements for settlement prescribed by the Crown, a post-settlement governance entity needs to be established to sign the Deed of Settlement and to receive and administer the settlement assets received as part of the Ngai Te Rangi Treaty settlement.
- C. It was intended that the post-settlement entities would be a consolidation of the existing Ngai Te Rangi entities. For a number of reasons, consolidation of the Ngai Te Rangi entities is not currently possible. Regardless, the intention is to consolidate all Ngai Te Rangi iwi interests to the greatest extent possible.
- D. This deed is signed by the Initial Trustees to record the terms on which Ngai Te Rangi Settlement Trust is established as the post-settlement governance entity to receive the settlement assets for Ngai Te Rangi.

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Defined terms

In this Trust Deed, unless the context otherwise requires:

**"Adult Member of Ngai Te Rangi"** means a Member of Ngai Te Rangi who is 18 years of age or older;

**"Adult Registered Member of Ngai Te Rangi"** means a Member of Ngai Te Rangi identified on the Ngai Te Rangi Register as being 18 years of age or older;

**"Annual Plan"** means the annual plan of the Trust which is prepared in accordance with clause 9.1;

**"Annual Report"** means the annual report of the Trust and Ngai Te Rangi Group which is prepared by the Trust in accordance with clause 10.1;

**"Balance Date"** means 30 June or any other date that the Trustees by resolution adopt as the date up to which the Trust's financial statements are to be made in each year;

**"Business Day"** means any day on which registered banks are open for business in Tauranga;

**"Chairperson"** means the chairperson from time to time of the Trust appointed by the Trustees in accordance with rule 4 of the Third Schedule;

**"Commercial Activities"** means any activity carried out in pursuit of the Trust's Purposes which has as its principal objective the maximising of financial or economic returns to the Trust and shall include without limitation the management and

administration of all commercial redress properties acquired in the settlement of the Ngai Te Rangi claims;

**"Commercial Entity"** means the company that the Trust may establish pursuant to clause 6 to undertake Commercial Activities.

**"Community Development Activities"** means any activity carried out in pursuit of the Trust's Purposes which has as its principal objective the cultural and social development of Ngai Te Rangi, and shall include without limitation:

- (a) the fostering of all aspects of Ngai Te Rangi tikanga, reo, kawa and korero;
- (b) the provision of support and assistance to Members of Ngai Te Rangi in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;
- (c) the development and enhancement of community facilities for the benefit of Ngai Te Rangi; and
- (d) the provision of funding to Members of Ngai Te Rangi for the cultural and social development of Ngai Te Rangi.

**"Consolidated Financial Statements"** means the consolidated financial statements of the Trust and the Ngai Te Rangi Group prepared by the Trustees in accordance with clause 10.1;

**"Custodian Trustee"** means the custodian trustee that may be appointed or incorporated in accordance with clause 25.1;

**"Customary Rights"** means rights arising under customary law, including the following rights:

- (a) rights to occupy land; and
- (b) rights in relation to the use of:
  - (i) land; and/or
  - (ii) natural or physical resources;

**"Deed of Settlement"** means the deed executed by representatives of Ngai Te Rangi and the Crown recording the settlement of the Ngai Te Rangi historical claims;

**"Deputy Chairperson"** means the deputy chairperson from time to time of the Trust if one is appointed in accordance of rule 4 of the Third Schedule;

**"Disputes Committee"** means a committee formed in accordance with clauses 31.4 and 31.5;

**"Electoral Review Officer"** means the person appointed to act as electoral review officer in accordance with rule 13.2 of the Second Schedule;

**"Five Year Plan"** means the five year plan of the Trust prepared in accordance with clause 9.2;

**"General Manager"** means the General Manager of the Trust appointed in accordance with clause 5.1;

**"Hapu Community"** means any one of the 11 hapu communities of Ngai Te Rangi listed in the Fifth Schedule;

**"Income Year"** means any year or accounting period beginning 1 July of one calendar year and ending 30 June of the following calendar year or any other period that the Trustees by resolution adopt;

**"Initial Trustees"** means the Trustees referred to in clause 3.1;

**"Major Transaction"** in relation to the Ngai Te Rangi Group means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than half the value of the Trust's Assets before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than half the value of the Trust's Assets before disposition; or
- (c) a transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Trust's Assets before the transaction;

but does not include:

- (d) a transfer or resettlement of the Trust's Assets in accordance with the Ratification Booklet and in accordance with the ratified Ratification Process resolutions specifically supporting the transfer or resettlement of Settlement redress to a Recognised Hapu Entity or certain persons, entities or trusts;
- (e) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust's Assets (whether the Assets are held by the Trust or a Trust Entity); or
- (f) any acquisition or disposition of Property by that entity from or to any other Trust Entity;

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than one half of the value of the Trust's Assets for the purpose of securing the repayment of money or the performance of an obligation.

For the purposes of paragraphs (a) to (c) of this definition of the value of the Trust's Assets shall be calculated based on the combined value of the assets of the Trust and all Trust Entities;

**"Member of Ngai Te Rangi"** means a person referred to in the definition of Ngai Te Rangi;

**"Membership Validation Committee"** means the committee appointed in accordance with rule 4 of the First Schedule;

**"Ngai Te Rangi"** means, for the purposes of this Trust Deed, the iwi comprising every individual who is descended from a Ngai Te Rangi Ancestor and includes:

- (i) every individual who is recognised as Ngai Te Rangi by customary adoption in accordance with Ngai Te Rangi tikanga; and
- (ii) any family, whanau, hapu, or group of individuals, to the extent that the family, whanau, hapu or group includes individuals referred to in this definition;

A person is **descended** from another person if the first person is descended from the other by:

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngai Te Rangi tikanga;

**"Ngai Te Rangi Ancestor"** means an individual who exercised Customary Rights by virtue of being descended from:

- (a) Te Rangihouhiri and/or Tamapahore; and
- (b) a recognised ancestor of any of the hapu groups referred to as hapu groups of Ngai Te Rangi in the definition of Ngai Te Rangi recorded in the Deed of Settlement (currently recorded at clause 8.5.2); and

who exercised customary rights predominantly in relation to the Ngai Te Rangi rohe any time after 6 February 1840;

**"Ngai Te Rangi Oranga Trust"** means the trust that may be established by the Trustees pursuant to clause 6 to undertake Community Development Activities;

**"Ngai Te Rangi Group"** means the Trust, the Commercial Entity, the Ngai Te Rangi Oranga Trust and all Trust Entities;

**"Ngai Te Rangi Register"** means the register of Members of Ngai Te Rangi that is to be maintained by the Trustees in accordance with the First Schedule to this Trust Deed;

**"Property"** means all property (whether real or personal) and includes choses in action, rights, interests and money;

**"Provisional Vote"** means a vote cast pursuant to rule 7.3(b) of the Second Schedule or rule 7.4(b) of the Fourth Schedule, as the case may be;

**"Ratification Booklet"** means the ratification booklet as approved by the Crown and used in the Ngai Te Rangi ratification process;

**"Ratification Process"** means the ratification process approved by the Crown by which the Deed of Settlement, this Trust Deed and the resolutions specifically supporting the transfer or resettlement of settlement redress were ratified;

**"Recognised Hapu Entities"** means the entities that the Trustees consider, in their sole discretion, are representative of and mandated by each of the Hapu Communities and are appropriate to receive benefits and payments from the Trustees on behalf of the Hapu Community or Hapu Communities they represent. An entity may be mandated by more than one Hapu Community to act on their behalf;



**"Registrar-General of Land"** or **"Registrar-General"** means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952;

**"Related Person"** has the same meaning as provided in the Income Tax Act 2007;

**"Returning Officer"** means as the context requires:

- (a) the person appointed from time to time as Returning Officer for the purposes of Trustee elections in accordance with rule 10 of the Second Schedule; or
- (b) the person appointed as Returning Officer for the purposes of a Special Resolution in accordance with rule 7.1 of the Fourth Schedule;

**"Settlement Act"** means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the premises contained therein;

**"Settlement Date"** means the date defined as the Settlement Date in the Deed of Settlement or Settlement Act;

**"Special Resolution"** means a resolution that has been passed by the Adult Registered Members of Ngai Te Rangi in accordance with the process set out in the Fourth Schedule;

**"Statements of Intent"** means the statements of intent prepared by Trust Entities in accordance with clause 11.1;

**"Te Amorangi"** means the council of pakeke appointed by the Trustees under clause 4.1;

**"Trustees"** means the Initial Trustees and the trustees appointed from time to time in accordance with the Second Schedule of this Trust Deed to represent Ngai Te Rangi and to act as the trustees for the time being of the Trust, and **"Trustee"** shall mean any one of those persons;

**"Trust"** means the trust created by this Trust Deed which is to be called the Ngai Te Rangi Settlement Trust;

**"Trust Deed"** means this deed of trust and includes the recitals and the schedules to this deed;

**"Trust's Assets"** means the trust fund of the Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees;

**"Trust Entity"** means:

- (a) a company, trust or other entity wholly owned or controlled by the Trustees, their subsidiaries (if any) and any trust(s) (whether incorporated or not) under their control, for the purpose of receiving, holding and managing, directly or indirectly, any Property transferred from the Crown to the Trustees pursuant to the Deed of Settlement or Settlement Act; and
- (b) a company, trust or other entity wholly owned or controlled by the Trustees for any other purpose;

**"Trust's Purposes"** means the objects and purposes of the Trust set out in clause 2.4.

## 1.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other genders;
- (c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Trust Deed;
- (f) the schedules to this Trust Deed shall form part of this Trust Deed;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed;
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993; and
- (i) references to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

## 2. CONSTITUTION, STATUS AND OBJECTS OF THE TRUST

### 2.1 Trust established

The Trustees acknowledge and declare that they hold the Trust's Assets upon the trusts and with the powers set out in this Trust Deed. The name of the trust created by this Trust Deed shall be known as the Ngai Te Rangi Settlement Trust, or such other name as the Trustees approve from time to time.

### 2.2 Trust administration

The Trust shall be governed and administered by and in accordance with this Trust Deed.

### 2.3 Powers of Trust

The Trustees, on behalf of the Trust, shall be capable of holding real and personal property, of suing and being sued, and shall have all of the rights, powers and privileges of a natural person with the intention that they shall, in their capacity as Trustees, have the fullest powers necessary to do all such things that they consider necessary in their sole discretion to perform or otherwise carry out the Trust's Purposes.

### 2.4 Objects and purposes of the Trust

The purposes for which the Trust is established are to receive, manage and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of Ngai Te Rangi in accordance with this Trust Deed including, without limitation:

- (a) acting as the post-settlement governance entity for Ngai Te Rangi;
- (b) receiving and managing settlement redress and assets pursuant to the Deed of Settlement and Settlement Act;
- (c) the promotion amongst Ngai Te Rangi of the educational, spiritual, economic, social and cultural advancement or well-being of Ngai Te Rangi;
- (d) The promotion of te reo o Ngai Te Rangi and the history, tikanga, kawa and matauranga of Ngai Te Rangi;
- (e) the maintenance and establishment of places of cultural or spiritual significance to Ngai Te Rangi;
- (f) the promotion amongst Ngai Te Rangi of health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability;
- (g) a transfer or resettlement of the Trust's Assets in accordance with the Ratification Booklet and in accordance with the ratified Ratification Process resolutions specifically supporting the transfer or resettlement of Settlement redress to a Recognised Hapu Entity or certain persons, entities or trusts; and
- (h) any other purpose that is considered by the Trustees from time to time to be beneficial to Ngai Te Rangi.

## **2.5 Restriction on Major Transactions**

Notwithstanding clause 2.3, the Trust must not enter into a Major Transaction, and must ensure that any Trust Entities are established on terms which provide that such Trust Entities must not enter into a Major Transaction, unless that Major Transaction:

- (a) is approved by way of Special Resolution in accordance with the Fourth Schedule; or
- (b) is contingent upon approval by way of Special Resolution.

## **3. ELECTION, POWERS AND MEETINGS OF TRUSTEES**

### **3.1 Initial Trustees**

Pending election of Trustees in accordance with the Second Schedule, the initial ten Trustees shall be:

- (a) Whitiara Rangimarie McLeod;
- (b) John Anthony Fisher;
- (c) Wendy Wenarata Harawira;
- (d) Mita Michael Ririnui;
- (e) Charles Wahia Tawhiao;
- (f) Waka Taite;
- (g) Albert Puhirake Ihaka;
- (h) Maureen Hilda Ririnui;
- (i) Kerewai Katie Wanakore; and
- (j) Turi Joseph Ngatai.

**3.2 Election in accordance with Second Schedule**

Subject to clause 3.1, the eleven Trustees from time to time of the Trust shall be elected in accordance with the rules set out in the Second Schedule.

**3.3 Trustees to control Trust affairs**

Subject to any requirements imposed by this Trust Deed, the Deed of Settlement, the Settlement Act and in accordance with law, the Trustees shall control and supervise the business and affairs of the Trust in such a manner as they, in their sole discretion, see fit.

**3.4 Proceedings of Trustees**

Except as otherwise provided in the Trust Deed the proceedings and other affairs of the Trustees shall be conducted in accordance with the rules set out in the Third Schedule.

**3.5 Trustees remuneration**

Trustees' remuneration must:

- (a) be authorised by a resolution of Adult Registered Members of Ngai Te Rangi in accordance with clause 14.2; but
- (b) in respect of the Initial Trustees, who will be appointed before the first annual general meeting, be set by them for the period they hold office as Initial Trustees, in accordance with normal rates of payment for trustees of similar organisations.

**3.6 Trustee expenses**

Trustees will be entitled to be reimbursed reasonable expenses incurred in relation to their acting as Trustees.

**4. TE AMORANGI**

**4.1 Appointment of Te Amorangi**

The Trustees may from time to time appoint a council of pakeke on such terms of appointment, and subject to such rules and regulations, meeting procedures and processes, as may be prescribed by the Trustees from time to time. The Trustees shall when making appointments take into consideration the desirability of Te Amorangi being broadly representative of Ngai Te Rangi.

**4.2 Role of Te Amorangi**

On request from the Trustees, Te Amorangi will be responsible for advising the Trustees on matters relating to the tikanga, reo, kawa, korero and whakapapa of Ngai Te Rangi provided that nothing in this Trust Deed shall be deemed or construed so as to make the seeking or following of advice obtained from Te Amorangi as binding upon the Trustees.

**4.3 Trustees not to be members**

A Trustee may not contemporaneously with his or her holding office as Trustee be appointed to or remain a member of Te Amorangi.

**5. GENERAL MANAGER AND OTHER EMPLOYEES**

**5.1 Appointment of General Manager**

The Trustees may (upon such terms as the Trustees determine) appoint a General Manager to manage the day to day administration of the Trust including without limitation the implementation of the Trust's planning, reporting and monitoring obligations under this Trust Deed.

In appointing a General Manager the Trustees shall be mindful of the requirements of the role and the achievement of cost efficiencies through the sharing of the role with other Ngai Te Rangi entities.

## 5.2 Delegations to General Manager

The General Manager shall be responsible for the employment of all other employees of the Trust and shall exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.

### 5.3 Trustee role

A Trustee may not hold the position of General Manager nor be an employee of, nor a contractor to, the Ngai Te Rangi Group.

## 5.4 Management of the Trust

The Trustees may appoint an incorporated or unincorporated entity to provide management and/or administration services to the Trustees provided the entity appointed is not owned, controlled or related to any Trustee. In the absence of a General Manager of the Trust, the Trustees may from time to time appoint, remunerate, and dismiss officers or employees of the Trust.

## 6. TRUST MAY ESTABLISH TRUST ENTITIES

## 6.1 Establishment of Trust Entities

**Establishment of Trust Entities**  
The Trustees may establish Trust Entities in order to receive, hold, manage or administer the Trust's Assets or undertake other activities.

## 6.2 Trustees may disestablish Trust Entities

The Trustees may, from time to time, disestablish any Trust Entity.

### 6.3 Trustees may establish Commercial Entity

**Trustees may establish Commercial Entity**  
The Trust may establish a company to undertake Commercial Activities either itself or through any subsidiary established for that purpose.

#### 6.4 Ownership and control of the Commercial Entity

**The Commercial Entity shall be 100% owned and controlled by the Trust.**

## 6.5 Commercial Entity to remit funds to the Trust

The Trustees shall ensure that in each Income Year the Commercial Entity will remit to the Trustees so much of the surplus income derived by the Commercial Entity having regard to:

- (a) the Commercial Entity's objectives and purposes and the desirability of retaining and reinvesting income to meet that objective and purpose;
- (b) the projected operating requirements of the Commercial Entity and any subsidiaries as set out in their plans; and
- (c) the responsibilities and duties of the directors of the Commercial Entity to comply with the requirements of the Companies Act 1993.

## 6.6 Ngai Te Rangi Oranga Trust

The Trustees may establish the Ngai Te Rangi Oranga Trust for the purpose of conducting or undertaking Community Development Activities, either itself or through any subsidiary or other entity established for that purpose.

Directors of the Commercial Entity to  
Companies Act 1993.

Ngigi Oranga Trust for the purpose of  
ment Activities, either itself or through  
purpose.

by W. J. m

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**6.7 Control of Ngai Te Rangi Oranga Trust**

The Trustees shall ensure that they have and retain the sole power to appoint and remove the trustees of the Ngai Te Rangi Oranga Trust.

**6.8 Trustees to monitor**

In giving effect to the Trust's Purposes, the Trustees shall be responsible for monitoring and otherwise overseeing the activities of Trust Entities.

**6.9 Assets held for Ngai Te Rangi**

The Trustees shall ensure that all assets held and income derived by any Trust Entity shall be held and derived for the benefit of Ngai Te Rangi.

**6.10 Boards responsible for governance**

For the avoidance of doubt, and except as expressly provided by this Trust Deed, all Trust Entities (including the Commercial Entity and Ngai Te Rangi Oranga Trust) shall be governed by their respective boards and the role of the Trustees in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.

**6.11 Remuneration of directors and other trustees**

The Trustees shall determine the remuneration payable to any:

- (a) director of the Commercial Entity;
- (b) trustee of the Ngai Te Rangi Oranga Trust; and
- (c) the directors or trustees of any other Trust Entity.

**6.12 No influence in determining remuneration**

No Trustee receiving any remuneration referred to in clause 6.11 shall take part in any deliberations or proceedings of the Trustees relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

**6.13 Trustees may establish other corporate entities**

Nothing in this clause shall prevent the Trust from establishing another form of corporate entity (including a limited liability partnership) to undertake Commercial Activities or any other activities that further the Trust's Purposes.

**7. APPOINTMENT OF DIRECTORS AND TRUSTEES**

**7.1 Appointment and removal of directors and trustees**

The Trustees shall ensure that Trust Entities are established on terms which ensure that the directors and trustees or other controlling body of the Trust Entity shall be appointed and removed by the Trustees. No more than 50% of the directors of the Commercial Entity or any other company established to undertake Commercial Activities shall be Trustees.

**7.2 Directors of the Commercial Entity**

The Trustees shall appoint no more than 5 and not less than 3 directors of the Commercial Entity.

**7.3 Appointments with regard to skills and expertise**

Where the Trustees have a discretion to appoint, a director, trustee or controlling body of any Trust Entity shall only be appointed if that person has the particular skills

and expertise that are required of a member of the board to which the appointment relates and bearing in mind the activities that the Trust Entity undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board.

## **8. APPLICATION OF INCOME**

### **8.1 Trustees may apply income as they see fit**

Subject to any other requirements in this Trust Deed, the Trustees may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted from the Commercial Entity) in any Income Year as the Trustees in their sole discretion think fit for or towards the Trust's Purposes.

### **8.2 Trust to make payments to Hapu Communities**

The Trustees are empowered to make payments to Recognised Hapu Entities in accordance with the following:

- (a) The Trustees shall in each Income Year starting in the third Income Year after Settlement Date, pay at least 40% of the available income of the Trust to the Recognised Hapu Entities. If a Hapu Community does not nominate or have a Recognised Hapu Entity, the Trustees will not be obliged to make a payment to that Hapu Community but will hold the payment on trust until such time as the Hapu Community creates or nominates a Recognised Hapu Entity. The Hapu Communities may nominate the same Recognised Hapu Entity for the purposes of receiving this payment;
- (b) Subject to 8.2(a), the Trustees may pay, apply or appropriate as much of the available income in any Income Year to the Hapu Entities as the Trustees in their sole discretion think fit; and
- (c) The dollar value of the payments in clauses 8.2(a) and (b) shall be determined by the number of Adult Registered Members of Ngai Te Rangi that have identified that Hapu Community as their primary affiliation in accordance with rule 3.1(d) of the First Schedule as a percentage of the total number of Adult Registered Members of Ngai Te Rangi.

### **8.3 Trust may make payments to other entities**

The Trustees may in each Income Year pay such portion of the Trust's income as they may determine to the Ngai Te Rangi Oranga Trust or other such entities in furtherance of the Trust's Purposes.

### **8.4 Payments out of income**

The Trustees may in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Trustees in their discretion think fit, including:

- (a) as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or
- (b) as a reserve to meet fluctuations of income in future years and other contingencies.

### **8.5 Matters to consider in applying income**

In making any decision as to the application of the income in any Income Year, the Trustees shall, in exercising their discretion:

- (a) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital;
- (b) endeavour to act fairly in considering the present and future needs and interests of all Members of Ngai Te Rangi.

**8.6 Accumulation in six months where income not applied**

Any income from any Income Year that is not paid or applied in accordance with this clause 8 during or within the six months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust's Assets.

**9. PLANS**

**9.1 Trustees to prepare annual plan**

Subject to clause 9.3, the Trustees shall prepare no later than one month before the commencement of each Income Year an annual plan which specifies in respect of that Income Year information including:

- (a) the strategic vision of the Trustees for the Ngai Te Rangi Group;
- (b) the nature and scope of the activities proposed by the Trustees for the Ngai Te Rangi Group in the performance of the Trust's purposes;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Ngai Te Rangi Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with; and
- (f) any proposals for the ongoing management of the Trust's Assets having regard to the interest of all Members of Ngai Te Rangi.

**9.2 Trustees to prepare Five Year Plan**

In addition to the requirement in clause 9.1, the Trustees shall also produce within 18 months following the execution of this Trust Deed, and update not less than every two years, a Five Year Plan. Such a plan shall set out the longer term vision of the Trust in respect of the matters referred to in clause 9.1(a) to (f) and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust's Assets.

**9.3 Initial Annual Plan**

The Initial Trustees shall, within three months following the execution of the Trust Deed, prepare and produce an Annual Plan.

**10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR**

**10.1 Preparation of annual report**

The Trustees must, within five months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Ngai Te Rangi Group covering the accounting period ending at the end of that Income Year which includes a



comparison of performance against Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngai Te Rangi Group for that Income Year. The financial statements shall include as a separate item details of any remuneration to any Trustee and details of any premiums paid in respect of Trustees' indemnity insurance.

#### 10.2 Audit of financial statements

The Trustees must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the date for giving notice of the annual general meeting of the Trust for the Income Year immediately following the Income Year to which the financial statements relate.

#### 10.3 Appointment of auditor

The auditor shall be appointed by the Trustees prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Trust's accountant shall not be appointed as the auditor.

### 11. TRUST ENTITIES' PLANS AND REPORTS

#### 11.1 Trust Entities to prepare Plans and Statements of Intent

The Trustees shall procure that all Trust Entities will:

- (a) within three months of their establishment respectively, prepare a Statement of Intent setting out the long term objectives and the general principles by which the entity proposes to operate;
- (b) as required by the Trustees, update the respective Statements of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of subsidiaries;
- (c) within three months of their establishment respectively, prepare a five year plan which shall be updated not less than every 2 years, and which sets out the medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than 1 month following the completion of the five year plan referred to in paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Income Year, prepare an annual plan setting out the steps to be taken in the relevant Income Year to meet its five year planning objectives and fulfil the objectives and principles of the Statement of Intent;
- (e) in addition to any normal reporting requirements, within 2 calendar months after the completion of the first, second and third quarter of each Income Year send to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).

#### 11.2 Trust approval required

Prior to being implemented all Statements of Intent, five year plans and annual plans must be approved by the Trustees. Such approval shall be given in light of the

Trustees' overall plans and policies in respect of the Trust's Assets and the Ngai Te Rangi Group, and having regard to the specific roles of the Trust Entity. However, nothing in this clause shall allow the Trustees to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the directors, or the trustees of the Trust Entity, shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.

### 11.3 Reports by the companies to comply with Companies Act 1993

The Trustees shall procure that all annual reports by a Trust Entity that is a company comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the Trust Entity or any of its subsidiaries, or the classes of business in which the Trust Entity has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993; and
- (c) the auditor's report of the financial statements (or group financial statements) of the Trust Entity for that Income Year.

### 11.4 Trusts to meet Companies Act standard

Where a Trust Entity is a trust, all reports by that Trust Entity shall be provided to the same standard, including as to form and content, as is required under clause 11.3 as if the trust was a company.

### 11.5 Report to include comparison against plans

In addition to the matters set out in clauses 11.3 and 11.4, the Trustees shall procure that all reports by Trust Entities include a comparison of their performance against both their respective annual plans for that Income Year and their medium and longer term planning objectives (as set out in the Five Year Plans and Statements of Intent).

### 11.6 Protection of sensitive information

For the avoidance of doubt, nothing in this clause 11 limits or affects the rights of the Trustees, as shareholder in a Trust Entity, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Trust Entity where the Trustees consider on reasonable grounds that the information is commercially or otherwise sensitive.

## 12. DISCLOSURE OF PLANS, REPORTS AND MINUTES

### 12.1 Documents to be available for inspection

The Trustees shall hold at the office of the Trust and make available for inspection by any Member of Ngai Te Rangi during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three Income Years;
- (b) the Consolidated Financial Statements for the preceding three Income Years;
- (c) the Annual Plan;
- (d) the Five Year Plan;

- (e) the Statements of Intent;
- (f) the minutes kept in accordance with clause 14.14 of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) their own personal details on the Ngai Te Rangi Register;
- (h) the current Trust Deed; and
- (i) the current constitutions of all Trust Entities.

## **12.2 Costs of copying**

Any Member of Ngai Te Rangi shall be entitled to obtain copies of this information. However the Trust shall also be entitled to recover at its discretion all reasonable copying or postage costs (if any).

## **13. NO DISCLOSURE OF SENSITIVE INFORMATION**

### **13.1 No disclosure of sensitive information**

For the avoidance of doubt, but subject to the Trustees' reporting obligations in clauses 10.1, 12.1(a), 12.1(b), 12.1(f), 14.1(a) and 14.1(b), the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trust and Trust Entity which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive or subject to obligations of confidentiality.

## **14. GENERAL MEETINGS**

### **14.1 Trustees to hold annual general meeting**

The Trustees shall, no later than six calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the Trust, hold a general meeting for the Members of Ngai Te Rangi, to be called its annual general meeting, and shall at that meeting:

- (a) report on the operations of the Ngai Te Rangi Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) announce the names of all newly appointed Trustees;
- (e) approve the appointment of the auditor for the next Income Year;
- (f) approve the Trustees' remuneration;
- (g) undertake all other notified business; and
- (h) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

**14.2 Approval of Trustees' remuneration and appointment of auditor**

- (a) Other than as an Initial Trustee, no remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of Ngai Te Rangi present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee. This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director or trustee of a subsidiary and that remuneration shall be determined by the Trustees pursuant to clause 7.
- (b) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngai Te Rangi present at the annual general meeting.

**14.3 Notice of general meeting**

The Trustees shall give not less than twenty-eight (28) days notice of the holding of the annual general meeting, such notice to be posted (including, by electronic form where available) to all Adult Registered Members of Ngai Te Rangi at the last address shown for each such Adult Registered Member of Ngai Te Rangi on the Ngai Te Rangi Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address. Notice of the meeting shall also be inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngai Te Rangi reside. All such notices shall contain:

- (a) the date, time and place of the meeting;
- (b) an agenda of matters to be discussed at the meeting;
- (c) details of where copies of any information to be laid before the meeting may be inspected.

**14.4 Special general meetings**

In addition to the annual general meeting of the Trust, the Trustees shall convene a special general meeting of the Trust for the Members of Ngai Te Rangi on the requisition of:

- (a) the Chairperson and Deputy Chairperson for the time being of the Trust; or
- (b) the majority of the Trustees then in office; or
- (c) 5% of Adult Registered Members of Ngai Te Rangi.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Trustees setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

**14.5 Annual general meeting not limited to notified business**

At the discretion of the Chairperson of the general meeting, any general business raised at the designated time for general business at any annual general meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting.

**14.6 Special meeting limited to notified business**

No business shall be transacted at any special general meeting other than the business expressly referred to in the notice calling that meeting.

**14.7 Invalidation**

The accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by, a Member of Ngai Te Rangi does not invalidate the proceedings at that meeting.

**14.8 Deficiency of notice**

Subject to clause 14.6, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if:

- (a) the deficiency or irregularity is not material; and
- (b) the Adult Registered Members of Ngai Te Rangi who attend the meeting agree to waive the deficiency or irregularity.

**14.9 Quorum**

The quorum required for any annual or special general meeting of the Trust shall be twenty (20) Adult Registered Members of Ngai Te Rangi and a majority of Trustees present in person.

**14.10 Chairing of meetings**

The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one of their number to substitute as the chairperson for that meeting.

**14.11 Voting**

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of Ngai Te Rangi present shall have one vote. All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Ngai Te Rangi who validly cast a vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members to verify their eligibility by a process directed by the chairperson of the meeting. However, except as provided in clauses 2.5, 14.1(e), 14.1(f) 14.2, 26.1, 27 and 28 and where Special Resolutions have been passed in accordance with the Fourth Schedule, the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Trust's Assets and carrying out the Trust's Purposes.

**14.12 Adjourned meetings**

If after one hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened 7 days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not

present after one hour from the time appointed for that adjourned meeting, the Adult Registered Members of Ngai Te Rangi present will constitute a quorum.

**14.13 Unruly meetings**

If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.

**14.14 Minutes**

The Trustees shall keep a proper record of all decisions taken and business transacted at every annual general meeting and special general meeting.

**14.15 Minutes to be evidence of proceedings**

Any minute of the proceedings at an annual general meeting or a special general meeting, which is purported to be signed by the chairperson at that meeting, shall be evidence of those proceedings.

**14.16 Minutes to be evidence of proper conduct**

Where minutes of an annual general meeting or a special general meeting have been made in accordance with this clause then, until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

**15. DISCLOSURE OF INTERESTS**

**15.1 Definition of interested Trustee**

A Trustee will be interested in a matter if the Trustee:

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trustees or any other member of the Trust and Trust Entities collectively;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

**15.2 Disclosure of interest to other Trustees**

A Trustee must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, disclose to his or her co-Trustees at a meeting of the Trustees:

- (a) if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or
- (b) if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

### 15.3 Recording of interest

An interest register shall be established by the Trustees to record the various interests of the Trustees. A disclosure of interest by a Trustee (and the nature and the extent or monetary value of that interest) shall be recorded in the minute book and the interest register of the Trust.

## 16. DEALINGS WITH "INTERESTED" TRUSTEES

### 16.1 Dealings with "interested" Trustees

An interested Trustee shall not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.

## 17. PROHIBITION OF BENEFIT OR ADVANTAGE

### 17.1 Prohibition of benefit or advantage

In the carrying on of any business by any member of the Ngai Te Rangi Group under this Trust Deed, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

## 18. DISCLOSURE OF TRUSTEE REMUNERATION

### 18.1 Disclosure of Trustee Remuneration

The Trustees shall, in accordance with clause 10.1, show the amount of any remuneration paid to any Trustee and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity or insurance separately in the financial statements including any payments made pursuant to clause 21.

## 19. ADVICE TO TRUSTEES

### 19.1 Trustees may rely on advice

The Trustees may, when exercising its powers or performing its duties, rely on reports, statements and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence.

### 19.2 Trustees may obtain barrister or solicitor's opinion

If the Trustees are in doubt over any matter relating to the management and administration of the Trust's Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister or Solicitor of the High Court of New Zealand of at least seven years' standing. This right to obtain and act upon a Barrister or Solicitor's opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

**20. LIABILITY OF TRUSTEES****20.1 Liability of Trustees**

A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows or should have known to be a breach of this Trust Deed. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

**21. INDEMNITY AND INSURANCE****21.1 Indemnity and insurance for Trustees**

Any Trustee, officer or employee of the Trust may be indemnified or have their insurance costs met out of the Trust's Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust's Purposes.

**21.2 Indemnity and insurance costs to be just and equitable**

All indemnities and insurance costs may only be provided to the extent that the Trustees in their discretion think just and equitable.

**21.3 Indemnity and insurance re specific trusts**

If any assets are held by the Trustees on any separate specific trust, then any Trustee, officer or employee of the Trust may in respect of proceedings brought in relation to that separate specific trust only be indemnified or have their insurance costs met out of those assets.

**21.4 Record of decisions**

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable.

**22. NGAI TE RANGI NOT TO BE BROUGHT INTO DISREPUTE****22.1 Trustees not to bring into disrepute**

No Trustee shall act in a manner which brings or is likely to bring the Ngai Te Rangi Group into disrepute.

**22.2 Directors or trustees of Trust Entities not to bring into disrepute**

The Trustees shall also ensure that Trust Entities are established on terms which provide that the directors or trustees appointed by or at the direction of the Trustees to any Trust Entity are not to acting in a manner which brings or is likely to bring the Ngai Te Rangi Group into disrepute.

**22.3 Trustee may be censured or removed**

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Ngai Te Rangi Group, may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office.

**22.4 Censure or removal to be notified**

The censure or removal of a Trustee in accordance with this clause shall, together with reasons, be reported to the Members of Ngai Te Rangi at the next Annual General Meeting of the Trust following such censure or removal.



**22.5 Effect of removal**

A Trustee removed from office in accordance with clause 22.3 shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than 3 years following his or her removal. Each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust's Assets to the other Trustees and any replacement trustee in the event that the Trustee is removed from office under clause 22.3.

**22.6 Replacement of Trustee**

The removal of a Trustee in accordance with clause 22.3 shall give rise to a casual vacancy which shall be filled in accordance with rule 4.6 of the Second Schedule.

**23. GIFTS OR DONATIONS****23.1 Trustees may accept specific trusts**

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any property upon trust for the purposes of the Trust or for any specific purpose that comes within the Trust's Objects and Purposes. Such a trust may include any trust for the benefit of the Members of Ngai Te Rangi or any of them. Any property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Trust's Assets.

**23.2 Specific trusts to be separate**

If the Trustees accept a trust for any specific purpose as outlined in clause 23.1 above, it must keep the property subject to such trust and any income derived from it separate from the Trust's Assets, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

**23.3 Use of specific trust assets**

The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees may hold, and the Trustees shall also not use the Trust's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

**23.4 Expenses of specific trusts**

Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the Trust.

**24. RECEIPTS FOR PAYMENTS****24.1 Receipts for payments**

The receipt of the Trust signed by any person or persons authorised to give receipts on behalf of the Trust, shall be a complete discharge from the Trust for that payment.

**25. CUSTODIAN TRUSTEE****25.1 Custodian Trustee**

The Trustees may appoint or incorporate a custodian trustee and on any such appointment or incorporation the following provisions shall have effect:

- (a) The Trustees shall require the Custodian Trustee to sign a Deed agreeing to adhere to and be bound by the terms of this Trust Deed;

- (b) The Trust's Assets may be vested in the custodian trustee as if the custodian trustee were sole Trustee;
- (c) The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Trust Deed shall remain vested in the Trustees as fully and effectively as if there were no custodian trustee;
- (d) The Custodian Trustee holds the title so vested in him or her or it on trust for the Trustees;
- (e) The sole function of the custodian trustee shall be to hold the Trust Assets property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the custodian trustee shall execute all such documents and perform all such acts as the Trustees in writing direct;
- (f) The custodian trustee shall not be liable for acting on any such direction provided that if the custodian trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the custodian trustee to any liability or is otherwise objectionable the custodian trustee may apply to the Court for directions and any order giving any such directions shall bind both the custodian trustee and the Trustees;
- (g) The custodian trustee shall not be liable for any act or default on the part of any of the Trustees;
- (h) All actions and proceedings touching or concerning the Trust's Assets may be brought or defended in the name of the custodian trustee at the written direction of the Trustees and the custodian trustee shall not be liable for the costs; and
- (i) No person dealing with the custodian trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.

## 26. AMENDMENTS TO TRUST DEED

### 26.1 Special Resolution required

Subject to clause 26.2 and clause 26.3, all amendments to the Trust Deed shall only be made with the approval of a Special Resolution.

### 26.2 Limitations on amendment

No amendment shall be made to the Trust Deed which:

- (a) changes the Trust's Objects and Purposes so that the Trust is no longer required to act for the collective benefit of the present and future Members of Ngai Te Rangī;
- (b) changes this clause 26.2;
- (c) changes clause 28;
- (d) changes the requirement for a Special Resolution (as defined from time to time) in clause 26.1;

- (e) changes the final definition of Ngai Te Rangi or Member of Ngai Te Rangi after the Settlement Act is enacted; and
- (f) Changes rule 3.1 of the Fourth Schedule relating to the voting threshold of 75% of the Adult Members of Ngai Te Rangi.

**26.3 Amendment to make definitions consistent with Deed of Settlement and Settlement Act**

Notwithstanding any other provision in this Trust Deed to the contrary, this Trust Deed must be amended by the Trustees to make the definition of Member of Ngai Te Rangi or Ngai Te Rangi the same as that set out in the final Deed of Settlement and the Settlement Act. If the Trust Deed is amended due to operation of this sub-clause a Special Resolution is not required.

**27. RESETTLEMENT**

**27.1 Trustees may settle or resettle Trust's Assets**

Subject to clause 27.2, the Trustees have the power at any time or times by deed to settle or resettle any or all of the Trust's assets upon trust in any manner which in the opinion of the Trustees is for the advancement or benefit of the Members of Ngai Te Rangi.

**27.2 Special Resolution required**

The Trustees must not make any resettlement, or any other application of the Trust's Assets pursuant to clause 27.1 which is:

- (a) a Major Transaction; or
- (b) a gift or transfer for less than fair value;  
unless that Major Transaction, gift or transfer;
- (c) is approved by way of Special Resolution; or
- (d) is contingent upon approval by way of Special Resolution; and
- (e) notice is given to the Adult Registered Members of Ngai Te Rangi in accordance with rule 5 of the Fourth Schedule.

**28. TERMINATION OF TRUST**

**28.1** Subject to clause 26.2:

- (a) The Trust established by this Trust Deed shall only be terminated or dissolved if the Adult Registered Members of Ngai Te Rangi have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Trust's Purposes; and
- (b) On the termination or dissolution of this Trust, the Trust's Assets after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members of Ngai Te Rangi.

**29. PERPETUITIES**

Unless stated otherwise in the Settlement Act, the perpetuity period for the Trust is the period that commences on the date of this Trust Deed and ends eighty years less one day after that date of this Trust Deed, that period being within the perpetuities

period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly. If the Settlement Act provides that the rule against perpetuities, and the other rules of law regulated by the Perpetuities Act 1964, are not to apply to the Trust, this clause shall be void.

### **30. ARCHIVING OF RECORDS**

#### **30.1 Records to be held for seven years**

All minutes and other records of any proceedings of the Ngai Te Rangi Group shall be held by the Trustees and those companies and other entities for a period of seven years.

#### **30.2 Records to be archived**

At the expiry of seven years the Trustees shall archive the records of the Ngai Te Rangi Group for such period as the Trustees consider necessary.

#### **30.3 Records may be retained for longer**

Notwithstanding clauses 30.1 and 30.2, the Trustees and any of the Trust Entities may hold on to any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trustees or entity to which the information relates.

### **31. DISPUTE RESOLUTION**

#### **31.1 Disputes**

In the event that a dispute arises between:

- (a) any Members of Ngai Te Rangi; or
- (b) the Trustees and any Members of Ngai Te Rangi,

regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and korero of Ngai Te Rangi then that dispute shall be referred in first instance to the Trustees.

#### **31.2 Notice of dispute**

All disputes referred to the Trustees in accordance with clause 31.1 shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

#### **31.3 Reference of dispute**

If a dispute is not settled within 30 days of the receipt by the Trustees of written notice of the dispute in accordance with clause 31.2 then it shall be referred to a Disputes Committee constituted in accordance with clause 31.4 and 31.5.

#### **31.4 Disputes Committee to be appointed as required**

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute, in question, and only after the expiry of the 30 day period referred to in clause 31.3.

#### **31.5 Appointment and composition of Disputes Committee**

A Disputes Committee shall comprise three members who shall be appointed by the Trustees in their sole discretion taking into account the skills and expertise that will be required to deal with the issues that are the subject of the relevant dispute provided that such members do not have an interest in the matter.

**31.6 Role of Disputes Committee**

The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it.

**31.7 Deliberations of Disputes Committee**

In dealing with any dispute a Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with. The findings and decisions of a Disputes Committee shall be final and binding on the parties.

**31.8 Disputes Committee may convene hui**

In facilitating the resolution of any dispute a Disputes Committee may convene a general meeting of Ngai Te Rangi in order to discuss the matters that are in dispute.

**31.9 Hui to meet notice requirements**

Any general meeting called by a Disputes Committee in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of Ngai Te Rangi as set out in this Trust Deed.

**31.10 Notification of outcome**

A Disputes Committee shall give its findings and decision, together with the reasons therefore, in writing to the Trustees and any other party to the dispute.

**32. REVIEW OF TRUST DEED**

After five years from the date of the first election of Trustees, the Trustees shall undertake a review of this Trust Deed and its operation with a view to reporting to the next annual general meeting of the Trust after the completion of the review on the effectiveness of the arrangements set out in this Trust Deed. The report shall include recommendations as to the amendments (if any) that should be made to this Trust Deed.

**SIGNED BY Turi Joseph Ngatai as an Initial**  
Trustee in the presence of:


Witness Signature 

Name: Huhana Rolleston

Occupation: Solicitor

Address: Tauranga

**SIGNED BY John Anthony Fisher as an Initial**  
Trustee in the presence of:

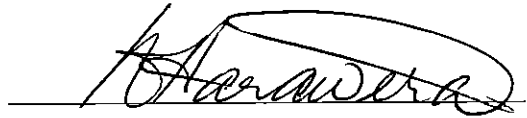
Witness Signature 

Name: Huhana Rolleston

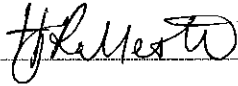
Occupation: Solicitor

Address: Tauranga

**SIGNED BY Wendy Wenarata Harawira** as an Initial Trustee in the presence of:



Witness Signature



Name:

Huhana Rolleston

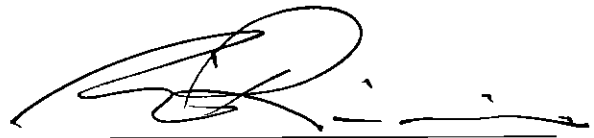
Occupation:

Solicitor


Address:

Tauranga

**SIGNED BY Mita Michael Ririnui** as an Initial Trustee in the presence of:



Witness Signature



Name:

Huhana Rolleston

Occupation:

Solicitor

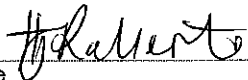
Address:

Tauranga

**SIGNED BY Charles Wahia Tawhiao** as an Initial Trustee in the presence of:



Witness Signature



Name:

Huhana Rolleston

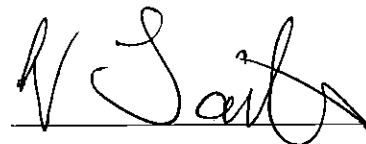
Occupation:

Solicitor

Address:

Tauranga

**SIGNED BY Waka Taite** as an Initial Trustee in the presence of:



Witness Signature



Name:

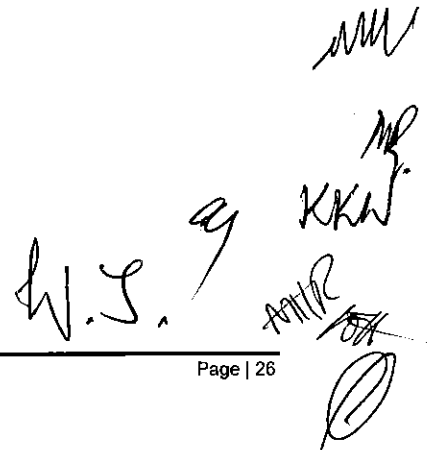
Huhana Rolleston

Occupation:

Solicitor

Address:

Tauranga



**SIGNED BY Albert Puhirake Ihaka** as an Initial Trustee in the presence of:

*Albert Puhirake Ihaka*

Witness Signature

*Huhana Rolleston*

Name:

*Huhana Rolleston*

Occupation:

*Solicitor*

Address:

*Tauranga.*

**SIGNED BY Maureen Hilda Ririnui** as an Initial Trustee in the presence of:

*Maureen Hilda Ririnui*

Witness Signature

*Huhana Rolleston*

Name:

*Huhana Rolleston*

Occupation:

*Solicitor*

Address:

*Tauranga.*

**SIGNED BY Kerewai Katie Wanakore** as an Initial Trustee in the presence of:

*Kerewai Katie Wanakore*

Witness Signature

*Huhana Rolleston*

Name:

*Huhana Rolleston*

Occupation:

*Solicitor*

Address:

*Tauranga.*

**SIGNED BY Whitiara Rangimarie McLeod** as an Initial Trustee in the presence of:

*Whitiara Rangimarie McLeod*

Witness Signature

*Huhana Rolleston*

Name:

*Huhana Rolleston*

Occupation:

*Solicitor*

Address:

*Tauranga.*

## FIRST SCHEDULE - NGAI TE RANGI MEMBERSHIP REGISTER

### 1. TRUSTEES TO KEEP REGISTER

#### 1.1 Trustees to maintain register:

The Trustees shall administer and maintain the Ngai Te Rangi Register which is a register of the Members of Ngai Te Rangi.

#### 1.2

Subject to any privacy laws, the Trustees may include in the Ngai Te Rangi Register, the names and details of the Members of Ngai Te Rangi held by any other iwi entity of Ngai Te Rangi, including Te Runanga o Ngai Te Rangi Iwi Trust, provided their membership of Ngai Te Rangi has been properly verified.

#### 1.3 Register to comply with this Schedule:

The Ngai Te Rangi Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

### 2. CONTENTS OF REGISTER

#### 2.1 Register to contain Members' details:

The Ngai Te Rangi Register shall record in it the full names, dates of birth and contact details, including postal and email addresses, of the Members of Ngai Te Rangi.

#### 2.2 Beneficiary Registration Number:

The Trustees will allocate a beneficiary identification number to each Adult Registered Member of Ngai Te Rangi on the Ngai Te Rangi Register. The Trustees will immediately after allocation, notify the relevant Adult Registered Member of Ngai Te Rangi of his or her beneficiary identification number.

### 3. APPLICATIONS FOR REGISTRATION

#### 3.1 Form of applications:

All applications for registration as a Member of Ngai Te Rangi must be made in writing to the Trustees in the application form (including any electronic form) approved from time to time by the Trustees. The application must contain:

- (a) the full name, date of birth and contact details, including postal address and an email address (if the applicant has an email account), of the applicant;
- (b) the whakapapa through which the applicant claims affiliation to Ngai Te Rangi;
- (c) allowance for the applicant to state all Ngai Te Rangi hapu and marae affiliations;
- (d) a requirement for the applicant to state one of the 11 Hapu Communities as their primary affiliation for:
  - i. the purpose of voting as a member of that Hapu Community in the election of a Trustee; and
  - ii. the purpose of determining the population of that Hapu Community for the calculation of Hapu Community payments and/or distributions; and
- (e) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngai Te Rangi.



**3.2 Applications to be made by:**

An application for registration as a Member of Ngai Te Rangi may be made by:

- (a) Members of Ngai Te Rangi who are 18 years of age or older, on their own behalf or by their legal guardian;
- (b) other Members of Ngai Te Rangi who are under the age of 18 years, by their parent or legal guardian on their behalf.

**3.3 Restrictions on Changing Hapu Community electorates:**

An Adult Registered Member of Ngai Te Rangi may change their primary affiliation under 3.1(d) of this Schedule provided that the Adult Registered Member may only elect to change their primary affiliation once in any three year election cycle of the Trust.

**4. DECISIONS AS TO MEMBERSHIP**

**4.1 Membership Validation Committee to be established:**

The Trustees shall establish a Membership Validation Committee to make decisions on all applications made pursuant to rule 3.1 of this Schedule by any person for the recording in the Ngai Te Rangi Register of that person's membership of Ngai Te Rangi.

**4.2 Composition of Membership Validation Committee:**

The Membership Validation Committee shall comprise not less than 3 and not more than 5 members of Ngai Te Rangi, appointed by the Trustees from time to time, with the expertise and knowledge of Ngai Te Rangi whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngai Te Rangi whakapapa may be appointed to the Membership Validation Committee.

**4.3 Consideration of applications:**

All applications for membership pursuant to rule 3.1 of this Schedule together with any supporting evidence shall be forwarded by the Trustees to the Membership Validation Committee.

**4.4 Decisions to be made on applications:**

Upon receipt of an application for membership in accordance with rule 3.1 of this Schedule the Membership Validation Committee shall consider the application and shall make a decision as to whether or not the applicant should be accepted as a Member of Ngai Te Rangi.

**4.5 Successful applications to be notified and registered:**

In the event that the Membership Validation Committee decides that the application should be accepted then such decision shall be notified in writing to the Trustees, which shall in turn notify the applicant and enter the applicant's name and other relevant details (including beneficiary identification number in accordance with rule 2.2 of this Schedule) in the appropriate part of the Ngai Te Rangi Register.

**4.6 Notification of unsuccessful applicants:**

In the event that the Membership Validation Committee decides to decline the application then such decision shall be conveyed in writing to the Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision.

**4.7 Unsuccessful applicant may reapply:**

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Membership Validation Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial consideration or, if more than one, any previous application) as to the applicant's status as a Member of Ngai Te Rangi.

**5. MAINTENANCE OF REGISTER**

**5.1 Trustees to establish policies:**

The Trustees shall take such steps and institute such policies as are necessary to ensure that the Ngai Te Rangi Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Ngai Te Rangi.

**5.2 Assistance in identifying membership:**

In maintaining the Ngai Te Rangi Register, the Trustees shall include in the policies that it develops, policies for assisting in the identification and registration of those Members of Ngai Te Rangi that are not for the time being on the Ngai Te Rangi Register. Such policies shall include policies as to the nature of the assistance that the Trustees will provide to those persons that believe that they are Members of Ngai Te Rangi but for whatever reason are not able to establish such membership.

**5.3 Responsibility of Members of Ngai Te Rangi:**

Notwithstanding rule 1.1 of this Schedule, it shall be the responsibility of each person who is a Member of Ngai Te Rangi (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the Ngai Te Rangi Register and that his or her full postal address and other contact details for the time being are provided and updated.

**5.4 Consequences of registration:**

Registration of any person on the Ngai Te Rangi Register as a Member of Ngai Te Rangi shall be conclusive evidence of that person's status as a Member of Ngai Te Rangi.

## SECOND SCHEDULE - ELECTIONS OF TRUSTEES

### 1. PROCEDURE

#### 1.1 This Schedule to apply:

The Trustees shall be appointed in accordance with the rules and procedures set out in this Schedule.

### 2. ELIGIBILITY FOR APPOINTMENT

#### 2.1 Nominee to be registered:

To be elected as Trustee a nominee must, as at the closing date for nominations, be recorded in the Ngai Te Rangi Register as an Adult Registered Member of Ngai Te Rangi, have selected the Hapu Community for which they are seeking election as their primary affiliation under rule 3.1(d) of the First Schedule and be eligible in accordance with rule 6.7 of this Schedule.

#### 2.2 Trustees Roles:

A Trustee may not hold the position of General Manager nor be an employee of any Trust Entity. However, a trustee may hold the office of director or trustee of a Trust Entity otherwise in accordance with the provisions of this Trust Deed.

#### 2.3 Number of Trustees to be Limited:

There shall be 11 Trustees comprising one Trustee elected by each of the Hapu Communities.

#### 2.4 Hapu Communities to elect Trustees:

Each Trustee shall be elected by the members of the relevant Hapu Community.

### 3. ELECTION OF TRUSTEES

#### 3.1 Election of Trustees:

Each Adult Registered Member of Ngai Te Rangi, and any Adult Member of Ngai Te Rangi in a manner in accordance with rule 7.3(b) of this Schedule, shall be entitled to participate in the election of the Trustee of the Hapu Community that the Adult Registered Member selects pursuant to rule 3.1(d) of the First Schedule, and in accordance with the rules for elections as set out in this Schedule.

### 4. TERM OF OFFICE

#### 4.1 Term of office:

Subject to rules 4.2 and 4.3 of this Schedule, the Trustees from time to time shall hold office for a term of no more than 3 years.

#### 4.2 Retirement and rotation of Initial Trustees:

As at the date of the first annual general meeting of the Trust, all of the Initial Trustees shall have retired and an election shall have been held for all 11 Trustee positions.

#### 4.3 Rotation of Trustees:

The Trustees elected in the first election of the Trust under rule 4.2 of this Schedule will hold office as follows:

- (a) As at the date of the third annual general meeting of the Trust, six of the Trustees shall retire and an election shall be held for those six Trustee positions;
- (b) As at the date of the fourth annual general meeting of the Trust, the five Trustees not elected under rule 4.3(a) of this Schedule shall retire and an election shall be held for those Trustee positions;
- (c) As at the date of the sixth annual general meeting of the Trust, the election rotation cycle will restart and the six Trustees elected under rule 4.3(a) of this Schedule shall retire and an election shall be held for those Trustee positions. For the avoidance of doubt, one year in every three will not require an election to be held.

**4.4 Order of retirement of Trustees:**

The order of retirement of the Trustees under rules 4.3(a) and (b) of this Schedule shall be determined by agreement failing which the determination shall be made by lot.

**4.5 Eligibility of retiring Trustees:**

Retiring Trustees shall be eligible for re-election.

**4.6 Casual vacancies:**

Should

- (a) there be no person elected to replace a Trustee following that Trustee's retirement; or
- (b) any casual vacancy arise prior to the expiry of any Trustee's term of office; and
- (c) the term to run for that vacant position in either 4.6(a) and 4.6(b) exceeds six months;

then that vacancy shall be filled by the holding of a further election in accordance with this Schedule.

**4.7 Term of casual appointments:**

In the case of an appointment made pursuant to rule 4.6 of this Schedule the Trustee thereby appointed shall, as the case may be, hold office:

- (a) In the case of a Trustee appointed pursuant to rule 4.6(a) of this Schedule, for the same term as that Trustee would have been appointed had he or she been appointed, immediately following the retirement of the previous Trustee, under rule 4.4 of this Schedule; or
- (b) In the case of a Trustee appointed pursuant to rule 4.6(b) of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

**5. TIMING OF ELECTIONS**

- 5.1** The elections for Trustees must, except in the case of elections to fill casual vacancies under rule 4.6 of this Schedule or to the extent that any review under rule 13 of this Schedule has been sought in respect of an election, be concluded by the time of the annual general meeting of the Trust.

**6. MAKING OF NOMINATIONS****6.1 Calling for nominations:**

The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least 3 months before the annual general meeting of the Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with rule 5 of this Schedule. Such notice shall specify the method of making nominations, the requirement in rule 2.1 of this Schedule in terms of Trustee eligibility and the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs.

**6.2 Timing for nominations:**

All nominations must be lodged with the Trustees no later than 21 days following the date upon which the notice calling for nominations is first given.

**6.3 Form of notice:**

All notices given under this rule shall be given in the following manner:

- (a) By post (or by electronic form where available) to each Adult Registered Member of Ngai Te Rangi and to any other Adult Member of Ngai Te Rangi who has made a written request for a notice providing that an Adult Member of Ngai Te Rangi shall only be permitted to participate in the election of the Trustee for the Hapu Community identified on their application form pursuant to rule 3.1(d) of the First Schedule. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) by newspaper advertisement published on at least 2 separate days and inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Trustees consider that a significant number of Members of Ngai Te Rangi reside; and
- (c) by such other means as the Trustees may determine.

**6.4 Inclusion of invitation to register:**

Any such notice shall also invite applications from Adult Members of Ngai Te Rangi for inclusion of their names in the Ngai Te Rangi Register, and shall set out the date upon which a registration form must be received for the applicant, if successful, to be eligible to vote in the notified election, being the same date as that fixed as the latest date for voting.

**6.5 Nomination to be in writing:**

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than three (3) Adult Registered Members of Ngai Te Rangi shown on the Ngai Te Rangi Register as being entitled to vote in respect of the election in accordance with the First Schedule. The nomination must clearly identify which one of the 11 Hapu Community vacancies the candidate is standing for election. The candidate and each of his or her nominators must have all identified the same Hapu Community for election purposes in terms of rule 3.1(d) of the First Schedule.

**6.6 Consent of nominee:**

The consent of each candidate to his or her nomination shall be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trustees, withdraw his or her nomination.

**6.7 Eligibility for nomination:**

Notwithstanding the forgoing rules of this Schedule, an Adult Registered Member of Ngai Te Rangi shall not be eligible for nomination as a candidate for election as a Trustee if he or she:

- (a) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (b) is bankrupt or has made any composition or arrangement with his or her creditors;
- (c) has been convicted of an indictable offence; or
- (d) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988;
- (e) has within the last 3 years been removed from the office of Trustee in accordance with clause 22.3.

**7. HOLDING OF ELECTIONS****7.1 Mode of Voting at Elections:**

Subject to rule 7.2 of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be delivered to the Returning Officer by post or by electronic form where available. The candidates in each election who receive the highest number of valid votes for the relevant Hapu Community vacancies shall be elected as Trustees.

**7.2 No elections where only one nominee:**

In the event that there is only one valid nomination of Trustee for a Hapu Community, no election shall be necessary for that Hapu Community and the person nominated shall be deemed to have been duly appointed.

**7.3 Adult Members to vote in elections:**

Each Adult Member of Ngai Te Rangi is eligible to vote in an election, provided that:

- (a) each such Adult Member of Ngai Te Rangi will only be eligible to cast one vote in an election; and
- (b) each such Adult Member of Ngai Te Rangi is, at the latest date for voting, either recorded in the Ngai Te Rangi Register as an Adult Registered Member of Ngai Te Rangi or has completed and sent with their voting form an application form for registration which complies with rule 3.1 of the First Schedule and that vote shall be a Provisional Vote.

**8. NOTICE OF ELECTIONS****8.1 Notice to be given:**

Immediately after the closing date for nominations, the Trustees shall, where an election is required fix a closing date for the election (being the last day upon which a vote may be validly cast in the election).

**8.2 Period of notice:**

The Trustees shall give not less than 28 days' notice of the closing date for the elections and the method by which votes may be cast as set out in rule 7.1 of this Schedule.

**8.3 Method of giving notice:**

Notice under rule 8.2 of this Schedule shall be given by:

- (a) posting notice (including, by electronic form where available) to each Adult Registered Member of Ngai Te Rangi. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) inserting a prominent advertisement on at least 2 separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Adult Members of Ngai Te Rangi reside;
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Trustees consider that a significant number of Adult Members of Ngai Te Rangi reside; and
- (d) posting on the Trust's website.

**8.4 General content of notices:**

Every notice given in accordance with rule 8.3(a) and (b) of this Schedule shall contain:

- (a) a list of the Hapu Communities requiring an election;
- (b) a list of the candidates for election as trustees and the relevant Hapu Community vacancy that relates to each of the candidates; and
- (c) the mode by which votes may be cast as set out in rule 7.1 of this Schedule.

**8.5 Additional content of notice:**

Each notice given in accordance with rule 8.3(a) of this Schedule shall also contain:

- (a) a voting form that complies with rule 9.1 of this Schedule; and
- (b) details of the procedure to be followed in making a vote by post or by electronic form, including the date by which the voting form must be received by the Returning Officer.

**8.6 Additional information in other notices:**

Each notice given in accordance with rule 8.3(b) and (c) of this Schedule shall also give details about how voting forms may be obtained.

## 9. POSTAL VOTING

### 9.1 Other details to accompany vote:

Each voting form must contain information that is sufficient to identify the voter and the voting documents issued to that voter.

### 9.2 Timing of postal votes:

Votes must be made no later than the closing date for the election of the Trustees to which the postal vote relates. Votes otherwise validly cast are valid and able to be counted if they are received by the Returning Officer no later than 3 days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

## 10. APPOINTMENT OF RETURNING OFFICER

### 10.1 Appointment of Returning Officer:

For the purposes of elections the Trustees shall appoint as required a Returning Officer who shall not be a Trustee or employee of the Trust. The Returning Officer shall be responsible for co-ordinating Trustee elections.

### 10.2 Returning Officer to receive voting forms:

All voting forms must be addressed to the Returning Officer.

### 10.3 Only one vote to be cast:

The Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Ngai Te Rangi.

### 10.4 Validity of Provisional votes:

Where an Adult Member of Ngai Te Rangi has cast a vote in accordance with rule 7.3(b) of this Schedule, the vote is a Provisional Vote until the application for registration is approved by the Membership Validation Committee as set out in the First Schedule, and where the application is unsuccessful, the vote is invalid.

### 10.5 Recording of votes:

A record shall be kept by the Returning Officer of all votes received.

## 11. COUNTING OF VOTES

### 11.1 All votes to be counted:

Upon the expiry of the date for the receipt of postal votes, the Returning Officer shall record and count all votes validly cast.

### 11.2 Certification and notifying election result:

Once all votes have been counted and the result of the election determined by the Returning Officer, the Returning Officer shall certify the result of the election and communicate the result of the election to the Trustees. The Trustees shall thereafter advise the nominees of the result and give notice of the same at the annual general meeting of the Trust in accordance with clause 14.1(d).

### 11.3 Provisional Votes:

Where, in respect of any election, one or more Provisional Votes has been cast:

- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the election of a Trustee, the Returning Officer may not certify the result of the



election until the validity of the Provisional Votes has been confirmed pursuant to rule 10.5 of this Schedule and any valid Provisional Vote has been counted;

- (b) if the validity or otherwise of the Provisional Votes will not affect the result of the election of a Trustee, the Returning Officer may certify the result notwithstanding that the validity of the Provisional votes has not been confirmed pursuant to rule 10.5 of this Schedule and the Provisional Votes have not been counted.

#### **11.4 Equal votes:**

If there is an equal number of votes for a Hapu Community electorate Trustee vacancy than the successful candidate will be decided by agreement or failing that, by the drawing of lots.

### **12. RETENTION OF ELECTION RECORDS**

#### **12.1 Compiling and sealing voting records:**

The Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The Returning Officer shall endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election. The Returning Officer shall then sign the endorsement and forward the sealed packet to the Trustees.

#### **12.2 Retention and disposal of packets:**

Subject to rule 14.1(b) of this Schedule the sealed packets received from the Returning Officer shall be safely kept unopened by the Trustees for a period of 1 year from the closing date for making votes in the election to which the packet relates. At the expiry of that 1 year period the packets shall be destroyed unopened.

### **13. REVIEW OF ELECTION RESULTS**

#### **13.1 Candidates may seek review:**

Any candidate may, within 14 days after the certification of the election result and the giving of notice by the Trustees in respect of that election, seek a review of that election.

#### **13.2 Appointment of Electoral Review Officer:**

For the purposes of carrying out reviews in respect of any election the Trustees shall ensure that an Electoral Review Officer who is independent and has the necessary skills and expertise is appointed. The Election Review Officer shall be appointed by the Trustees.

#### **13.3 Electoral Review Officer to conduct reviews:**

All reviews shall be carried out by the Electoral Review Officer from time to time.

#### **13.4 Form of request for review:**

All applications for a review shall be submitted to the Trustees and:

- (a) shall be in writing;
- (b) shall set out the grounds for the review, which grounds shall be set out with sufficient particularity to enable the Electoral Review Officer to ascertain precisely the basis upon which the review is being sought; and

- (c) shall be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

**13.5 Service of application on other candidates:**

The application for review and any accompanying evidence shall also be served by the candidate in rule 13.1 of this Schedule upon all other candidates in the election for the relevant Hapu Community to which the review relates, either at the same time, or as close thereto as is possible, as the review application is lodged with the Trustees.

**13.6 Costs:**

Upon making an application for review the applicant shall also lodge with the Trustees the sum of \$500 in lieu of the costs of undertaking the review. That sum shall be held by the Trustees pending the outcome of the review application. If the application is successful then the \$500 shall be refunded to the applicant, otherwise it shall be used to off-set the costs of the review.

**14. CONDUCT OF REVIEW**

**14.1 Notification of Electoral Review Officer:**

Upon the receipt of an application for review the Trustees shall notify the Electoral Review Officer and provide to him or her:

- (a) a copy of the application and any accompanying evidence; and
- (b) the sealed packet of voting forms and other voting documents received from the Returning Officer for that election.

**14.2 Electoral Review Officer to exercise wide powers:**

Subject to compliance by the Electoral Review Officer with the rules of natural justice the Electoral Review Officer shall have the power to inquire into and decide upon any matter relating to a review in such manner as he or she thinks fit and may in particular seek such further evidence or reports as he or she deems necessary including any reports or evidence from the Returning Officer for the relevant election.

**14.3 Electoral Review Officer to be guided by substantial merits:**

In reaching his or her conclusion on any review the Electoral Review Officer shall be guided by the substantial merits of the application without regard to legal forms or technicalities, including any technical defect in complying with the requirements of this Trust Deed, the intention being that no election shall be declared invalid by reason of such technical defect if the Electoral Review Officer is satisfied that the election was so conducted as to be substantially in compliance with the requirements of this Trust Deed and that such defect did not materially affect the result of the election.

**14.4 Certification of result of review:**

At the conclusion of the Electoral Review Officer's consideration of the review he or she shall determine whether the successful candidate, or any other candidate, was duly elected, or whether the election was void and should be conducted again, and shall forthwith certify his or her decision with reasons to the Trustees. The Trustees shall then give notice of the result of the review and advise the candidates of the outcome.

**14.5 Decision to be final:**

All decisions of the Electoral Review Officer shall be final and there shall be no other rights of review or appeal granted by the Trustees.

**15. TERMINATION OF OFFICE OF TRUSTEES**

**15.1 Termination of office of Trustees:**

Notwithstanding the foregoing rules of this Schedule, a Trustee shall cease to hold office if he or she:

- (a) retires from office by giving written notice to the Trust or dies;
- (b) completes his or her term of office and is not reappointed;
- (c) refuses to act;
- (d) is absent without leave from 3 consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (e) is convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (f) is bankrupt or makes any composition or arrangement with his or her creditors;
- (g) is convicted of an indictable offence; or
- (h) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (i) is removed from the office of Trustee in accordance with clause 22.3.

**16. RECORD OF CHANGES OF TRUSTEES**

**16.1 Record of changes of Trustees:**

Upon the notification of every appointment, retirement, re-appointment or termination of office of any Trustee, the Trustees will ensure that an entry is made in the minute book of the Trust to that effect.

### THIRD SCHEDULE - PROCEEDINGS OF TRUSTEE MEETINGS

#### 1. TRUSTEES TO REGULATE MEETINGS

- 1.1 The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any six Trustees may at any time by notice in writing to the Trust summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting.

#### 2. NOTICE OF MEETING

##### 2.1 Notice to Trustees:

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least 7 days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

##### 2.2 Content of notice:

Every notice of a meeting shall state the place, day and time of the meeting, and the agenda of the meeting.

##### 2.3 Waiver of notice:

The requirement for notice of a meeting may be waived if all the Trustees who are at the time entitled to receive notice of the meeting give their written consent to such a waiver prior to or at the meeting.

##### 2.4 Deficiency of notice:

No deficiency in the giving of notice for any meeting of Trustees shall otherwise invalidate such meeting or the proceedings at such meeting.

#### 3. QUORUM

- 3.1 A majority of Trustees shall constitute a quorum at meetings of the Trustees.

#### 4. CHAIRPERSON AND DEPUTY CHAIRPERSON

##### 4.1 Trustees to appoint:

At the first meeting of the Trustees following establishment of the Trust or an election, the Trustees shall appoint one of their number to be Chairperson, and (at their discretion) one to be Deputy Chairperson.

##### 4.2 Voting on appointment:

Where there is more than one candidate for Chairperson (or as the case may be Deputy Chairperson) then a vote will be taken and the person receiving the most votes in favour of his or her appointment will become Chairperson (or Deputy Chairperson).

##### 4.3 Termination of office:

The Chairperson (or Deputy Chairperson) will cease to hold office after an election of Trustees, in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by the Trustees passing a resolution of no confidence in

him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further appointment in accordance with rule 4.1 of this Schedule shall be held for the position.

## **5. PROCEEDINGS AT MEETINGS**

### **5.1 Decisions by majority vote:**

The Trustees shall endeavour to make decisions based on consensus. If a consensus is not achieved, and unless stated otherwise in this Trust Deed, questions arising at any meeting of Trustees shall be decided by a majority of votes of Trustees present at a validly called meeting.

### **5.2 Chairperson:**

The Chairperson shall take the chair at all the meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the Chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present shall elect one of their number to be Chairperson of the meeting.

### **5.3 Vacancies:**

The Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Trustees to fill any vacancy or vacancies, and for no other purpose.

### **5.4 Defects of appointment:**

All acts done by any meeting of the Trustees or of any committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

### **5.5 Unruly meetings:**

If any meeting of Trustees becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.

## **6. DELEGATION TO COMMITTEES BY TRUSTEES**

### **6.1 Trustees may appoint committees:**

The Trustees may from time to time as they think expedient appoint one or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee shall chair any such committee.

### **6.2 Committees to report to Trustees:**

All committees appointed under rule 6.1 of this Schedule shall report to the Trustees in respect of their activities and such reports shall, unless a direction is made to the contrary by the Trustees:

- (a) be provided on a monthly basis; and
- (b) contain details of the activities of the committee since the last such report.

### **6.3 Regulation of procedure by committees:**

Subject to these rules and the provisions of this Trust Deed, any committee established by the Trustees may regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

## **7. WRITTEN RESOLUTIONS**

- 7.1** A written resolution signed by all the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees.

## **8. MINUTES**

### **8.1 Minutes to be kept:**

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.

### **8.2 Minutes to be evidence of proceedings:**

Any minute of the proceedings at a meeting which is purported to be signed by the Chairperson of that meeting shall be evidence of those proceedings.

### **8.3 Minutes to be evidence of proper conduct:**

Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

## **9. TELECONFERENCE MEETINGS**

- 9.1** For the purposes of these rules a Teleconference Meeting between a number of Trustees or committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;
- (b) throughout the Teleconference Meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;

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- (d) a participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the chairperson's express consent;
- (e) a minute of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting.

## **10. FORMS OF CONTRACTS**

### **10.1 Contracts by deed:**

Any contract which, if made between private persons, must be by deed, shall, if made by the Trust, be in writing signed under the name of the Trust by any three Trustees, on behalf of or by direction of the Trustees.

### **10.2 Contracts in writing:**

Any contract which, if made between private persons, must be in writing signed by the parties to be bound by the contract shall, if made by the Trust, be in writing signed under the name of the Trust by a person acting with the express or implied authority of the Trustees, on behalf of or by direction of the Trustees.

### **10.3 Oral contracts:**

Any contract which, if made between private persons, may be made orally may be made in the same manner by or on behalf of the Trust by any Trustee or the General Manager, in either case acting by direction of the Trustees.

### **10.4 Contracts pursuant to resolution:**

Notwithstanding anything to the contrary in this rule, no contract made by or on behalf of the Trust shall be invalid by reason only that it was not made in the manner provided by this rule if it was made pursuant to a resolution of the Trustees.

## FOURTH SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTION

### 1. THIS SCHEDULE TO APPLY

#### 1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 2.5; or
- (b) amend this Trust Deed in accordance with clause 26;
- (c) approve a resettlement in accordance with clause 27;
- (d) terminate the Trust in accordance with clause 28; or

shall only be passed as set out in this Schedule.

### 2. POSTAL VOTING AND SPECIAL GENERAL MEETING

- 2.1 Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the special general meeting held for the purposes of considering the Special Resolution, or by post.

### 3. VOTING

- 3.1 Subject to rule 3.2 of this Schedule, in order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Registered Members of Ngai Te Rangi who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

### 4. SPECIAL GENERAL MEETING REQUIRED

- 4.1 A special general meeting of the Trust must be called for the purposes of considering one or more Special Resolutions. No other business may be transacted at such special general meeting.

### 5. NOTICE

#### 5.1 Notice of special general meeting:

The Trustees shall give not less than twenty-eight (28) days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the special general meeting shall be given in the same notice).

#### 5.2 Method of giving notice:

Notice of a special general meeting called for the purposes of considering a Special Resolution shall be:

- (a) in writing and posted (including, by electronic form where available) to all Adult Registered Members of Ngai Te Rangi at the last address shown for each such Adult Registered Member of Ngai Te Rangi on the Ngai Te Rangi Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address; and



- (b) Advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngai Te Rangi reside.

### 5.3 Content of notice to members:

All notices given in accordance with rule 5.2(a) of this Schedule shall contain:

- (a) the date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- (b) details of the proposed Special Resolution;
- (c) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- (d) details of the procedure to be followed in making a postal vote or a vote by electronic means where available, including the date voting closes;
- (e) a statement that postal votes may either be delivered to the Returning Officer at the special general meeting, or posted or by electronic means; and
- (f) a voting form.

### 5.4 Content of advertisement:

All advertisements published in accordance with rule 5.2(b) of this Schedule shall contain the matters referred in rule 5.3(a) and (b) of this Schedule together with details of how and where any further information can be obtained.

## 6. POSTAL VOTING

### 6.1 Other details to accompany vote:

Each voting form must contain sufficient information to identify the voter and the voting documents issued to that voter.

### 6.2 Timing of Postal Votes:

Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Returning Officer no later than 3 days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

### 6.3 Postal Votes may be received at the special general meeting:

Voting forms may be delivered to the Returning Officer at the special general meeting, rather than being posted or sent by electronic means.

## 7. APPOINTMENT OF RETURNING OFFICER

### 7.1 Appointment of Returning Officer:

For the purposes of the Special Resolution, the Trustees shall appoint a Returning Officer who shall not be a Trustee or employee of the Trust.

### 7.2 Returning Officer to receive voting forms:

Voting forms must be addressed to the Returning Officer.

**7.3 Returning Officer to be present at special general meeting:**

The Returning Officer must be present at the special general meeting. The Returning Officer will be available to collect any completed voting forms at the special general meeting. The Returning Officer shall also ensure that additional voting forms are available at the special general meeting.

**7.4 Eligibility to Vote:**

Those eligible to vote on a special resolution are:

- (a) those Adult Members of Ngai Te Rangi recorded in the Ngai Te Rangi Register as an Adult Registered Member of Ngai Te Rangi on the closing day for voting; and
- (b) subject to rule 7.5(b) of this Schedule, any other Adult Member of Ngai Te Rangi who has on or before the closing date for voting provided to the Returning Officer an application form for registration which complies with rule 3.1 of the First Schedule and that vote shall be a Provisional Vote.

**7.5 Only one vote to be cast:**

The Returning Officer must:

- (a) ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Ngai Te Rangi; and
- (b) where any Provisional Vote is cast pursuant to rule 7.4(b) of this Schedule, before counting that Provisional Vote, consult with the Membership Validation Committee to ensure that the person casting the vote is eligible to be registered on the Ngai Te Rangi Register as an Adult Registered Member.

**7.6 Recording of votes:**

A record shall be kept by the Returning Officer of all votes received.

**8. COUNTING OF VOTES**

**8.1 All votes to be counted:**

Upon the expiry of the date for the receipt of votes, the Returning Officer shall record and count all votes validly cast.

**8.2 Certification and notifying result:**

Once all votes have been counted and the result of the Special Resolution determined by the Returning Officer, the Returning Officer shall certify the result of the Special Resolution and communicate the result to the Trustees.

**8.3 Provisional Votes:**

Where, in respect of any Special Resolution, one or more Provisional Votes has been cast:

- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the Special Resolution, the Returning Officer may not certify the result of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to rule 7.5(b) of this Schedule and any valid Provisional Vote has been counted; or
- (b) if the validity or otherwise of the Provisional Votes will not affect the result of the Special Resolution, the Returning Officer may certify the result

notwithstanding that the validity of the Provisional votes has not been confirmed pursuant to rule 7.5(b) of this Schedule and the Provisional Votes have not been counted.

**9. PROCEEDINGS AT SPECIAL GENERAL MEETING**

- 9.1** Except as otherwise set out in this Schedule the provisions of clause 14 shall apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.



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## FIFTH SCHEDULE - 11 HAPU COMMUNITY OF NGAI TE RANGI

Hapu	Marae
1 Te Whanau a Tauwhao	Otawhiwhi
2 Ngai Tamawhariua	Te Rereatukahia
3 Ngai Tamawhariua	Te Rangihouhiri
4 Ngati Tauaiti	
5 Ngai Tuwhiwhia	Opureora
6 Te Whanau a Tauwhao	Rangiwaee
7 Te Ngare	
8 Ngai Tukairangi & Ngati Kuku	Whareroa
9 Ngai Tukairangi	Hungahungatoroa
10 Ngati Tapu	Waikari
11 Ngati He	Maungatapu

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