

GOVERNANCE ENTITY TRUST DEED

NGĀTI TUMUTUMU TRUST

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GOVERNANCE ENTITY TRUST DEED

Date: 22 August 2018

Party

NGĀTI TUMUTUMU TRUST

1. DEFINITION AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

“Adult Member of Ngāti Rāhiri Tumutumu” means a Member of Ngāti Rāhiri Tumutumu who is 18 years of age or over;

“Adult Registered Member of Ngāti Rāhiri Tumutumu” means a Member of Ngāti Rāhiri Tumutumu identified on the Ngāti Rāhiri Tumutumu Register as being 18 years of age or over;

“Annual Plan” means the annual plan of the Trust which is prepared in accordance with clause 10.1;

“Annual Report” means the annual report of the Ngāti Rāhiri Tumutumu Group which is prepared by the Trustees in accordance with clause 11.1;

“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 of the week other than:

- a. Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour day or any other day which subsequently becomes a statutory holiday;
- b. a day in the period commencing 24th day of December in any year and ending on the 5th day of January the following year, both days inclusive; and
- c. the day observed as the anniversary of the province in which the registered office of Ngāti Rāhiri Tumutumu is situated.

A business day shall be deemed to commence at 9.00am and to terminate at 5.00pm;

“Chief Executive” means the General Manager of the Trust appointed in accordance with clause 6.1;

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

“Chief Returning Officer” means as the context requires:

- a. the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with rule 10 of the Second Schedule; or
- b. the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with rule 7.1 of the Fourth Schedule;

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“**Consolidated Financial Statements**” means the consolidated financial statements of the Ngāti Rāhiri Tumutumu Group prepared by the Trustees in accordance with clause 11.1;

“**Custodian Trustee**” means the custodian trustee that may be appointed or incorporated in accordance with clause 26;

“**Customary Rights**” means rights according to tikanga Māori (Māori customary values and practices) including:

- a. rights to occupy land; and
- b. rights in relation to the use of land or other natural or physical resources;

“**Deed**” means this deed of trust and includes the background and the schedules to this deed;

“**Deed of Settlement**” means the deed that will be entered into between representatives of Ngāti Rāhiri Tumutumu and the Crown recording the settlement of the Ngāti Rāhiri Tumutumu 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;

“**Descended**” means descent from a person by

- a. birth i.e. bloodline;
- b. legal adoption by that person or their descendant; or
- c. Maori customary adoption by that person or their descendant in accordance with Ngāti Rāhiri Tumutumu's tikanga (Māori customary values and practices);

“**Disputes Committee**” means a committee formed in accordance with clauses 32.4 and 32.5;

“**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 10.2;

“**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 identified in clause 4.1;

“**Iwi Aquaculture Organisation**” has the meaning given to it in the Maori Commercial Aquaculture Claims Settlement Act 2004;

“**Iwi Authority**” means the authority which represents Ngāti Rāhiri Tumutumu and which is recognised by the Members of Ngāti Rāhiri Tumutumu as having authority to represent Ngāti Rāhiri Tumutumu;

“**Iwi Representative**” means a Member of Ngāti Rāhiri Tumutumu who has been requested or appointed by the Trustees to represent the interests, of Ngāti Rāhiri Tumutumu;

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“Kaumatua Council” means the Kaumatua Tumutumu Council appointed by the Trustees under clause 4;

“Major Transaction” in relation to any member of the Ngāti Rāhiri Tumutumu 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. 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 any other member of the Ngāti Rāhiri Tumutumu Group); or
- e. any acquisition of Property by a member of the Ngāti Rāhiri Tumutumu Group from any other wholly-owned member of Ngāti Rāhiri Tumutumu Group; or
- f. any disposition of Property by a member of the Ngāti Rāhiri Tumutumu Group to any other wholly owned member of the Ngāti Rāhiri Tumutumu Group; or
- g. the receipt of settlement redress from the Crown.

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 (1) 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 value of the assets of the Ngāti Rāhiri Tumutumu Group;

“Mandated Iwi Organisation” has the meaning given to it in the Maori Fisheries Act 2004;

“Member of Ngāti Rāhiri Tumutumu” means every individual referred to in paragraph (a) of the definition of Ngāti Rāhiri Tumutumu;

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

“Ngāti Rāhiri Tumutumu” means

- a. the collective group, composed of individuals descended from a Ngāti Rāhiri Tumutumu Ancestor or Ancestors; and

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b. every whānau, hapū or group of individuals, to the extent that it is composed of individuals referred to in paragraph (a) of this definition, including the following Ngāti Rāhiri Tumutumu hapū:

- i. Ngāti Kopirimau;
- ii. Ngāti Rāhiri;
- iii. Ngāti Te Ruinga;
- iv. Ngāti Hue;
- v. Ngāti Tumutumu;
- vi. Ngāti Kotopara;
- vii. Ngāti Te Atua;
- viii. Ngāti Te Kaha;
- ix. Ngāti Haumia;
- x. Ngāti Tau; and

c. every individual referred to in paragraph (a);

“Ngāti Rāhiri Tumutumu Ancestor” means an individual:

a. who is descended from:

- i. Te Ruinga; or
- ii. Rāhiri; and
- iii. a recognised ancestor of any of the groups referred to in paragraph (b) of the definition of Ngāti Rāhiri Tumutumu; and

b. who exercised customary rights predominantly in relation to the Ngāti Rāhiri Tumutumu Area of Interest any time after 6 February 1840;

“Ngāti Rāhiri Tumutumu Area of Interest” means the Area of Interest of Ngāti Rāhiri Tumutumu as identified and defined in the Deed of Settlement;

“Ngāti Rāhiri Tumutumu Claims” means Ngāti Rāhiri Tumutumu historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngāti Rāhiri Tumutumu under the Treaty of Waitangi; as identified in the Deed of Settlement;

“Ngāti Rāhiri Tumutumu Group” means the Trust and the Subsidiaries (if any);

“Ngāti Rāhiri Tumutumu Register” means the register of Members of Ngāti Rāhiri Tumutumu that is to be maintained by the Trustees in accordance with the First Schedule to this Deed;

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"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 10.4 of the Second Schedule or rule 8.3 of the Fourth Schedule, as the case may be;

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

"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 within that deed;

"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 with the approval of not less than 75% of the Adult Members of Ngāti Rāhiri Tumutumu who validly cast a vote in accordance with the process set out in the Fourth Schedule;

"Statements of Intent" means the statements of intent prepared by the Company in accordance with clause 12.1;

"Subsidiaries" or "Subsidiary" means any entity (including a trust) that is wholly owned by the Trust or in respect of which the Trustees hold the sole power to appoint and remove all of the directors, the trustees or the members of the controlling body of that entity;

"Trust" means the trust created by this Deed which is to be called the Ngāti Tumutumu 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 Trust, 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's Purposes" means the objects and purposes set out in clause 3.4;

"Trustees" means the trustees appointed from time to time in accordance with clause 4 and the Second Schedule of this Deed to represent Ngāti Rāhiri Tumutumu and to act as the trustees for the time being of the Trust and **"Trustee"** shall mean any one (1) of those persons;

"Vesting Day" has the meaning set out in clause 30; and

"Wahi Pooti" means the place or places nominated by the Trust for the purpose of allowing the Adult Members of Ngāti Rāhiri Tumutumu to cast in person their vote on the election of a Trustee in accordance with the Second Schedule.

2. INTERPRETATION

2.1 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;

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- c. references to a person 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 Deed;
- f. the schedules to this Deed shall form part of this Deed;
- g. headings appear as a matter of convenience only and shall not affect the interpretation of this 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 (Note a Subsidiary (as defined in clause 1.1) is different from a subsidiary as defined in the Companies Act 1993).

3. CONSTITUTION, STATUS AND OBJECTS OF THE TRUST

3.1 Trust Established

The Trustees acknowledge that the trust hereby created shall be known as the Ngāti Tumutumu Trust. The Trustees further acknowledge that they hold the Trust's Assets upon the trusts for the Members of Ngāti Rāhiri Tumutumu and with the powers set out in this Deed.

3.2 Trust Administration

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

3.3 Powers of Trustees

The Trustees shall have all the powers of a natural person and may exercise those powers in accordance with the terms of this Trust. Without limiting in any way the generality of the foregoing, the Trustees shall have the powers:

- a. to receive or accept, or to make any disposition of, any real property, including any interest of any type in real property (whether corporeal or incorporeal hereditament);
- b. to receive or accept, or to make any disposition of, any personal property (whether chattels, choses in action, intellectual property, and otherwise howsoever), including any interest of any type in personal property;
- c. to receive or grant any security, including any mortgage, pledge, charge, security interest, or otherwise howsoever, in relation to all, or any part of, the Property;
- d. to contract, to grant a release, to grant a power of attorney, to appoint an agent, a receiver, or a stakeholder, to settle property on, or declare, a trust;
- e. to issue or take any debt or equity security;

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- f. to borrow or to lend money; and
- g. to undertake commercial activities to support the Trust's Purposes.

3.4 Objects and purposes of the Trust

The objects and purposes for which the Trust is established are to:

- a. receive, manage, hold and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of Ngāti Rāhiri Tumutumu in accordance with this Deed and
- b. make available at such time and in such manner, whether by distribution, advance, settlement or otherwise, the income and/or capital of the Trust to such Members.
- c. promote amongst Ngāti Rāhiri Tumutumu the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Rāhiri Tumutumu;
- d. carry out on-going maintenance of and establish places of cultural or spiritual significance to Ngāti Rāhiri Tumutumu including but not limited to the upkeep and maintenance of the marae;
- e. promote amongst Ngāti Rāhiri Tumutumu health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability;
- m. undertake commercial activities to support the other objects and purposes of the Trust;
- n. facilitate the election of a Member of Ngāti Rāhiri Tumutumu to represent Ngāti Rāhiri Tumutumu on any representative board including but not limited to Hauraki Maori Trust Board;
- o. represent Ngāti Rāhiri Tumutumu in dealings with other parties including but not limited to central and local government, in matters affecting Ngāti Rāhiri Tumutumu;
- p. represent Ngāti Rāhiri Tumutumu in any proceeding or negotiations involving Te Tiriti o Waitangi or taonga tuku iho;
- q. be the Iwi Authority for Ngāti Rāhiri Tumutumu for the purposes of the Resource Management Act 1991;
- r. be the Iwi Authority for Ngāti Rāhiri Tumutumu for the purposes of the Crown Minerals Act 1991;
- s. act in general as the Iwi Authority for Ngāti Rāhiri Tumutumu;
- t. to act as the Mandated Iwi Organisation and Iwi Aquaculture Organisation for Ngāti Rāhiri Tumutumu in the event that Ngāti Rāhiri Tumutumu decides to withdraw from the Pare Hauraki Fishing Trust in accordance with the provisions of the Maori Fisheries Act 2004; and
- u. carry out any other activity that is considered by the Trustees from time to time to be beneficial to Ngāti Rāhiri Tumutumu.

3.5 Restriction on Major Transactions

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Notwithstanding clause 3.3, the Trustees or any entity which is a member of the Ngāti Rāhiri Tumutumu Group must not enter into a Major Transaction and must ensure that any Subsidiaries are established and maintained on terms which provide that such Subsidiaries 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.

4. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

4.1 Initial Trustees

Pending election and appointment of Trustees in accordance with the Second Schedule, the Initial Trustees shall be:

- a. Nicola Scott
- b. Jill Taylor;
- c. Victoria Piaso;
- d. Daniel Braid;
- e. Suzy Tuki; and
- f. Michael Barker.

4.2 Appointment in accordance with Second Schedule

Subject to clause 4.1, the Trustees from time to time of the Trust shall be appointed to office in accordance with the rules set out in the Second Schedule.

4.3 Trustees to control Trust affairs

Subject to any requirements imposed by this 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.

4.4 Proceedings of Trustees Meetings

Except as otherwise provided in the Deed the meetings of the Trustees and such other proceedings of the Trustees as are expressly referred to in the Third Schedule shall be conducted in accordance with the rules set out in the Third Schedule.

4.5 Trustees Remuneration

The Trustees may determine the level of remuneration payable to each Trustee provided that the Trustees shall:

- a. Annually seek external professional advice in relation to an appropriate level of remuneration for each Trustee, except where it is unanimously agreed by the Trustees that a Trustee should receive the same level of remuneration currently payable to that Trustee;

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- b. Fix a level of remuneration for each Trustee that is no greater than that recommended by the external advice provided under clause 4.5(a), or is the same as that currently payable to that Trustee, as the case may be; and
- c. At each Annual General Meeting provide the details of the external advice received under clause 4.5(a) (where applicable) and the level of remuneration set in accordance with clause 4.5(b).

4.6 **Trustee Expenses**

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

4.7 **Professional Trustees**

Notwithstanding clause 4.5, any Trustee may be paid all usual professional, business or trade charges for other services rendered, time expended and all acts done by the Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust in a professional capacity distinct from their services performed by them in their role as Trustee.

5. **KAUMATUA COUNCIL**

5.1 **Appointment of Kaumatua Council**

The Trustees may from time to time appoint a Kaumatua Council 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 the Kaumatua Council being broadly representative of Ngāti Rāhiri Tumutumu.

5.2 **Role of Kaumatua Council**

On request from the Trustees, the Kaumatua Council will be responsible for advising the Trustees on matters relating to the tikanga, reo, kawa, kōrero and whakapapa of Ngāti Rāhiri Tumutumu provided that nothing in this Deed shall be deemed or construed so as to make the seeking or following of advice obtained from the Kaumatua Council as binding upon the Trustees.

5.3 **Trustees not to be members**

A Trustee may not contemporaneously with his or her holding office as Trustee be appointed to or remain part of the Kaumatua Council.

6. **CHIEF EXECUTIVE AND OTHER EMPLOYEES**

6.1 **Trustees to appoint Chief Executive**

The Trustees may (on such terms as the Trustees may determine) appoint a Chief Executive and/or other managers to manage the day to day administration of the Trust including without limitation the implementation of the Trustees planning, reporting and monitoring obligations under this Deed and all other powers and discretions as are delegated to him or her by the Trustees from time to time.

6.2 **Delegations to Chief Executive**

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The Chief Executive 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.

6.3 **Trustee Role**

A Trustee may not hold the position of Chief Executive nor be an employee or contractor of any entity or trust in the Ngāti Rāhiri Tumutumu Group.

7. **TRUSTEES MAY ESTABLISH SUBSIDIARIES**

7.1 **Establishment of Subsidiaries**

In receiving, managing, and supervising the use of the Trust's Assets on behalf of Ngāti Rāhiri Tumutumu, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees may establish and oversee the operations of any Subsidiaries.

7.2 **Ownership and Control of Subsidiaries**

The Trustees shall ensure that any Subsidiary is established on terms which require the Subsidiary to manage any of the Trust's Assets it owns or holds solely for the benefit of the present and future Members of Ngāti Rāhiri Tumutumu. The Trustees shall ensure that they have and retain all the shares in any Subsidiary that is a company and the sole power to appoint and remove the trustees and directors of any Subsidiary.

7.3 **Trustees to monitor**

In giving effect to the Trust's Purposes the Trustees shall be responsible for monitoring and otherwise overseeing the activities of any Subsidiary. The Trustees shall exercise their shareholding or power of appointment in respect of any Subsidiaries in such a way as to ensure any Subsidiary carries out its activities in a manner that is consistent with the Trust's Purposes.

7.4 **Assets held for Ngāti Rāhiri Tumutumu**

All assets held and income derived by any member of the Ngāti Rāhiri Tumutumu Group, shall be applied in a manner that is consistent with the Trust's Purposes.

7.5 **Directors responsible for governance**

For the avoidance of doubt, and except as expressly provided by this Deed, all Subsidiaries within the Ngāti Rāhiri Tumutumu Group 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 shareholders, or (as applicable) appointer, or beneficiary of the relevant entity.

7.6 **Remuneration of directors and other trustees**

The Trustees shall ensure that Subsidiaries are established on terms which give the Trustees the power to determine the remuneration payable to any director or trustee or controlling body of any Subsidiary that is wholly owned or directly controlled by the Trust.

7.7 **No influence in determining remuneration**

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No Trustee receiving any remuneration referred to in clause 7.6 shall take part in any deliberations or proceedings 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.

8. APPOINTMENT OF DIRECTORS AND TRUSTEES

8.1 Appointment and removal of directors and trustees

The Trustees shall ensure that Subsidiaries are established on terms which ensure that the directors and the trustees of any controlling body of any Subsidiary that is wholly owned or directly controlled by the Trust shall be appointed and removed by the Trustees.

8.2 Trustees as directors and trustees of any Subsidiary

No more than 50% of the the directors or trustees of any individual Subsidiary shall be made up of Trustees then in office.

8.3 Appointments with regard to skills and expertise

A director or trustee or controlling body of any Subsidiary shall only be appointed by the Trustees if that person:

- a. has the particular skills and expertise that are required of a member of the board to which the appointment relates, having regard to the activities that Subsidiary, undertakes or is likely to undertake in the future; and
- b. is regarded amongst Ngāti Rāhiri Tumutumu as being of good reputation and standing in the community.

8.4 Independent

The Trustees may appoint directors and trustees to any Subsidiary who are not Members of Ngāti Rāhiri Tumutumu.

9. APPLICATION OF INCOME

9.1 Trustees to apply income and capital

Subject to any other requirements in this Trust Deed, the Trustees may in any year:

- a. provide for the payment, application or appropriation, or decide to pay, or appropriate as much of the available income in any Income Year;
- b. use or apply any capital of the Trust's Assets for all or any of the Trust's Purposes without first using or applying the whole or any portion of the income of the Trust's Assets for that year; and
- c. set aside reserves or accumulations for future use or application,

as the Trustees in their sole discretion think fit for or towards the Trust Purposes.

9.2 Payments out of Income

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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.

9.3 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; and
- b. endeavour to act fairly in considering the present and future needs and interests of Ngāti Rāhiri Tumutumu.

9.4 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 9:

- a. during that Income Year;
- b. within six (6) months from the end of that Income Year; or
- c. the earlier of the date on which the Trustees (for that Income Year):
 - i. file a tax return; or
 - ii. must file a tax return,

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.

10. PLANS

10.1 Trustees to prepare Annual Plan

In addition to the requirement in clause 10.3, the Trustees shall prepare no later than one (1) 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 Trust for the Ngāti Rāhiri Tumutumu Group as identified in the Five Year Plan;
- b. the nature and scope of the activities proposed by the Trustees for the Ngāti Rāhiri Tumutumu Group in the performance of the Trust's purposes;
- c. the ratio of capital to total assets;

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- d. the performance targets and measurements by which performance of the Ngāti Rāhiri Tumutumu Group may be judged;
- e. the manner in which it is proposed that projected income will be dealt with;
- f. any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Ngāti Rāhiri Tumutumu; and
- g. any other information as the Trustees in their discretion consider necessary or appropriate.

10.2 Trustees to prepare Five Year Plan

In addition to the requirement in clause 10.3, the Trustees shall also produce within 18 months following the execution of this Deed, and update not less than every two (2) years, a Five Year Plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in clause 10.1 (a) to (g) 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.

10.3 Initial Annual Plan and Five Year Plan

In addition to the requirements in clauses 10.1 and 10.2 the Trustees shall, within one (1) month of establishment of the Trust prepare and produce an Annual Plan and Five Year Plan that comply with the matters in clause 10.1 and 10.2. Those plans shall have effect until such time as they are replaced by new plans as required in clause 10.1 and 10.2.

11. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

11.1 Preparation of annual report

The Trustees must, within five (5) months after the end of each Income Year, and no later than 20 Business Days prior to the next annual general meeting, cause to be prepared an annual report on the affairs of the Ngāti Rāhiri Tumutumu Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against the 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 Ngāti Rāhiri Tumutumu Group for that Income Year. The Consolidated Financial Statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director of the Company or as a director or trustee of any other member of the Ngāti Rāhiri Tumutumu Group) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer).

11.2 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.

11.3 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

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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.

12. SUBSIDIARIES TO PREPARE PLANS AND REPORTS

12.1 Plans and Statements of Intent

The Trustees shall procure that any Subsidiary will:

- a. within three (3) months of establishment prepare a Statement of Intent setting out the Subsidiary's medium and long term objectives and the general principles by which it proposes to operate.
- b. no later than one (1) month following the completion of the Statement of Intent, and thereafter no later than two (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 Statement of Intent; and
- c. in addition to any normal reporting requirements, within two (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). In the event that the Trustees are also sole trustees of any Subsidiary an independent auditor will need to approve the financial information provided by the Subsidiary under this clause 12.1(c).

12.2 Trustees' approval required

Prior to being implemented all Statements of Intent and Annual Plans must be approved by the Trustees. Such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust's Assets.

12.3 Reports by the Company to comply with Companies Act 1993

The Trustees shall procure that all annual reports by any Subsidiaries 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 Subsidiary or any of its subsidiaries, or the classes of business in which the Subsidiary 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 Subsidiary for that Income Year.

12.4 Subsidiaries to meet Companies Act standard

All reports of Subsidiaries that are not companies need to comply with the reporting requirements under the Companies Act 1993 as if that Subsidiary was a Company but only to the extent that is relevant and appropriate and provided that if the reporting requirements under the Companies Act 1993 are not complied with the auditor appointed for the Trust in

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accordance with clause 11.3 approves of the use of different reporting standards for that Subsidiary.

12.5 Report to include comparison against plans

In addition to the matters set out in clauses 12.3 and 12.4, the Trustees shall procure that all reports by any Subsidiary include a comparison of its performance against both its respective annual plans for that Income Year and its Statement of Intent.

12.6 Protection of Information

For the avoidance of doubt, nothing in this clause 12 limits or affects the rights of the Trustees, as shareholders in any Subsidiary, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Subsidiary where the Trustees consider on reasonable grounds that the information is commercially or otherwise sensitive.

13. DISCLOSURE OF PLANS, REPORTS AND MINUTES

13.1 Documents to be available for inspection

The Trustees shall hold at the offices of the Trust and make available for inspection upon written request by any Member of Ngāti Rāhiri Tumutumu during normal business hours on any Business Day which is no more than five (5) Business Days from the receipt of that written request by the Trustees:

- a. the Annual Report for each of the preceding three (3) Income Years;
- b. the Consolidated Financial Statements for the preceding three (3) Income Years;
- c. the Annual Plan;
- d. the Five Year Plan;
- e. the Statements of Intent;
- f. the minute book kept in accordance with clause 15.14 of all decisions taken and business transacted at every annual general meeting and special general meeting;
- g. their own personal details on the Ngāti Rāhiri Tumutumu Register;
- h. the Deed and any amendment to the Deed; and
- i. the current constitution or trust deed of any Subsidiary.

13.2 Available through other means

The Trustees shall also make the information listed in clause 13.1 available to Members of Ngāti Rāhiri Tumutumu on the Trust's website but only to the extent that such information can be so available without breaching privacy laws or adversely affecting the commercial activities of the Trust.

13.3 Costs of copying

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Any Member of Ngāti Rāhiri Tumutumu shall be entitled to obtain copies of the information referred to in clause 13.1. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

14. NO DISCLOSURE OF SENSITIVE INFORMATION

For the avoidance of doubt, but subject to the Trustees reporting obligations in clauses 11.1, 13.1a), 13.1b), 13.1f), 15.1a), and 15.1b), the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trustees and the Ngāti Rāhiri Tumutumu Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive or subject to obligations of confidentiality.

15. GENERAL MEETINGS

15.1 Trustees to hold annual general meeting

The Trustees shall, no later than six (6) 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 Trustees, hold a general meeting for the Members of Ngāti Rāhiri Tumutumu, to be called its annual general meeting, and shall at that meeting:

- a. report on the operations of the Ngāti Rāhiri Tumutumu 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. hold elections for all other representative roles (excluding the election of the Trustees) where a Member of Ngāti Rāhiri Tumutumu is required to represent Ngāti Rāhiri Tumutumu on a board, committee or other such entity;
- g. undertake all other notified business; and
- h. at the discretion of the chairperson of the meeting, undertake any other general business raised at that meeting.

15.2 Appointment of auditor

The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngāti Rāhiri Tumutumu present at the annual general meeting.

15.3 Notice of general meeting

The Trustees shall give not less than 21 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 Ngāti Rāhiri Tumutumu at the last address shown for each such Adult Registered Member of Ngāti Rāhiri Tumutumu on the Ngāti Rāhiri Tumutumu Register, and to all other members of Ngāti Rāhiri Tumutumu over the age of 18 years who have requested private notice of any meeting. If notice sent to an electronic address fails, and the Trustees

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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 Ngāti Rāhiri Tumutumu 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; and
- c. details of where copies of any information to be laid before the meeting may be inspected.

15.4 Notice of special meetings

In addition to the annual general meeting of the Trust, the Trustees shall convene a special general meeting of the Trustees for the Members of Ngāti Rāhiri Tumutumu on the requisition of:

- a. the Chairperson or Deputy Chairperson for the time being of the Trust; or
- b. majority of the Trustees then in office; or
- c. 15 of the Adult Registered Members of Ngāti Rāhiri Tumutumu.

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.

15.5 Annual general meeting not limited to notified business

At the discretion of the chairperson of the 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.

15.6 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.

15.7 Invalidation

The proceedings of a meeting are not invalidated by the accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by, a Member of Ngāti Rāhiri Tumutumu.

15.8 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 the deficiency or irregularity is not material.

15.9 Quorum

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The quorum required for any annual or special general meeting of the Trust shall be 15 Adult Registered Members of Ngāti Rāhiri Tumutumu present in person, and one or more Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Registered Member of Ngāti Rāhiri Tumutumu they are entitled to vote.

15.10 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 (1) of their number to substitute as the chairperson for that meeting.

15.11 Voting

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of Ngāti Rāhiri Tumutumu present shall have one (1) vote. All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Ngāti Rāhiri Tumutumu 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 3.5, 15.1e), 15.2, 27.1, 28 and 29 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. The latest version of the Ngāti Rāhiri Tumutumu Register will be present at any annual or special general meetings.

15.12 Adjourned meetings

If after one (1) 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 seven (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 (1) hour from the time appointed for that adjourned meeting, the Adult Registered Members of Ngāti Rāhiri Tumutumu present will constitute a quorum.

15.13 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 or 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 and the meeting will be considered closed.

15.14 Minutes

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

15.15 Minutes to be evidence of proceedings

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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.

15.16 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.

16. DISCLOSURE OF INTERESTS

16.1 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 Ngāti Rāhiri Tumutumu Group;
- d. is the parent, child, spouse, de facto or civil union partner 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.

16.2 Disclosure and Recording 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 Trustees, disclose this to his or her co-Trustees at a meeting of Trustees together with:

- a. if the monetary value of the Trustee's interest is able to be quantified, the nature and the 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.

16.3 Recording of Interest

A disclosure of interest by a Trustee (and the nature and extent or monetary value of that interest) shall be recorded in the minute book and the interest register of the Trust.

16.4 Interests in common with Members of Ngāti Rāhiri Tumutumu

Notwithstanding clause 16.1 no Trustee will be interested in a matter where his or her interest is not different in kind from the interest of other Members of Ngāti Rāhiri Tumutumu.

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17. 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.

18. PROHIBITION OF BENEFIT OR ADVANTAGE

In the carrying on of any business by any member of the Ngāti Rāhiri Tumutumu Group under this 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.

19. DISCLOSURE OF TRUSTEE REMUNERATION ETC

The Trustees shall, in accordance with clause 11.1, show the amount of any remuneration paid to any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to clause 22.

20. ADVICE TO TRUSTEES**20.1 Trustees may rely on advice**

The Trustees may, when exercising their powers or performing their 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.

20.2 Trustees may obtain a legal 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 lawyer who has held a practising certificate for at least seven (7) years. The right to obtain and act upon a legal opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

21. 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 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.

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22. INDEMNITY AND INSURANCE

22.1 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:

- a. those proceedings do not arise out of any failure by the Trustee, officer or employee to act in good faith and in the best interests of the Trust; and
- b. 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.

22.2 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.

22.3 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.

22.4 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 of the Trustees 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.

23. NGĀTI RĀHIRI TUMUTUMU NOT TO BE BROUGHT INTO DISREPUTE

23.1 Trustees not to bring into disrepute

No Trustee shall act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Rāhiri Tumutumu Group into disrepute.

23.2 Directors not to bring into disrepute

The Trustees shall also ensure that Subsidiaries are established on terms which provide that the directors or trustees of any such Subsidiary are not to act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Rāhiri Tumutumu Group into disrepute.

23.3 Trustee may be censured or removed

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any member of the Ngāti Rāhiri Tumutumu Group may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or suspended for such time as the Trustees in their sole discretion decide or until that Trustee is reinstated at an annual or special general meeting, whichever is the sooner.

23.4 Effect of Suspension

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Any Suspended Trustee shall not be entitled to take part in any deliberation or vote at any meeting of the Trustees.

23.5 Deemed quorum

If a Trustee is suspended in accordance with clause 23.3 the quorum required for a meeting of the Trustees shall be reduced by one (1).

23.6 Censure or suspension to be notified

The censure or suspension of a Trustee in accordance with this clause shall, together with reasons, be reported to the Members of Ngāti Rāhiri Tumutumu at the next annual general meeting of the Trust following such censure, or suspension. The Members in attendance at the annual general meeting shall decide by ordinary resolution whether the Suspended Trustee be removed from office permanently or to reinstate the Suspended Trustee to office.

23.7 Effect of Removal

A Trustee removed from office in accordance with clause 23.6 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 three (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 23.6.

23.8 Replacement of Trustee

The removal of a Trustee in accordance with clause 23.3 shall give rise to a casual vacancy which shall be filled in accordance with rule 4.6 of the Second Schedule. The election process must take place within three (3) months of any removal of a Trustee in accordance with this clause.

23.9 Iwi Representative not to bring into disrepute

The Trustees shall also ensure that where they facilitate the election or appointment of a Member of Ngāti Rāhiri Tumutumu to any board or body to act as an Iwi Representative on behalf of Ngāti Rāhiri Tumutumu, they shall do so on terms which provide that any such Iwi Representative shall not act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Rāhiri Tumutumu Group into disrepute and, if any such Iwi Representative were to so act, they may, to the extent permitted by the charter or rules of the relevant board or body, be removed and replaced.

24. GIFTS OR DONATIONS

24.1 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 Purposes. Such a trust may include any trust for the benefit of the Members of Ngāti Rāhiri Tumutumu 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.

24.2 Specific trusts to be separate

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If the Trustees accept a trust for any specific purpose as outlined in clause 24.1 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.

24.3 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.

24.4 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.

25. RECEIPTS FOR PAYMENTS

The receipt of payments by the Trustees 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.

26. 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 Trust's Assets may be vested in the Custodian Trustee as if the Custodian Trustee were sole Trustee;
- b. The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trustees as fully and effectively as if there were no Custodian Trustee;
- c. The sole function of the Custodian Trustee shall be to hold the Trust's 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;
- d. 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;
- e. The Custodian Trustee shall not be liable for any act or default on the part of any of the Trustees;
- f. 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

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- g. 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.

27. AMENDMENTS TO DEED

27.1 Special Resolution required

Subject to clause 27.2 and clause 27.3, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

27.2 Limitations on Amendment

No amendment shall be made to the Deed which:

- a. changes the Trust's Purposes so that the Trustees are no longer required to act for the collective benefit of the present and future Members of Ngāti Rāhiri Tumutumu;
- b. changes this clause 27.2;
- c. changes clause 29;
- d. changes the finally agreed definition of Member of Ngāti Rāhiri Tumutumu, Ngāti Rāhiri Tumutumu Ancestor; Ngāti Rāhiri Tumutumu Area of Interest, or Ngāti Rāhiri Tumutumu Claims after settlement legislation has been passed;
- e. changes the requirement for a Special Resolution (as defined from time to time) in clause 27.1;
- f. changes the membership and beneficiaries of the Trust; and
- g. changes rule 3 of the Fourth Schedule relating to the voting threshold 75% of Adult Members of Ngāti Rāhiri Tumutumu.

27.3 Amendment to make definitions consistent with Deed of Settlement and Settlement Legislation

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees to make the definition of Member of Ngāti Rāhiri Tumutumu, Ngāti Rāhiri Tumutumu, Ngāti Rāhiri Tumutumu Ancestor or Ngāti Rāhiri Tumutumu Claims the same as that set out in the final Deed of Settlement and the Settlement Legislation. If the Deed is amended due to operation of this sub-clause a Special Resolution passed in accordance with the Fourth Schedule is not required.

27.4 Consideration of proposals

Every Adult Registered Member of Ngāti Rāhiri Tumutumu may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this clause 27.4 must be in writing and addressed to the Chairperson at the registered office of the Trust. Any proposal put forward under this clause 27.4 must be considered by the Trustees at their next available meeting. If the proposal for an amendment to the Deed complies with clauses 27.2 and 27.4 the Trustees must call a special general meeting to consider the proposal. If the Trustees do not discard the proposal in accordance with clause 27.5 they may, in their discretion, discuss it at the next annual general meeting.

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27.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with clause 27.2 and 27.4, the Trustees may discard the proposal and the Trustees will not be required to call a special general meeting in accordance with the Fourth Schedule.

28. RESETTLEMENT

The Trustees have the power at any time or times to settle or resettle any or all of the Trust's Assets upon trust in any manner in which, in the opinion of the Trustees is for the advancement or benefit of the present and future Members of Ngāti Rāhiri Tumutumu, provided that resettlement is approved by a Special Resolution.

29. TERMINATION OF TRUST

29.1 Subject to clause 27.2:

- a. The Trust established by this Deed shall only be terminated or dissolved if the Adult Registered Members of Ngāti Rāhiri Tumutumu 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 Ngāti Rāhiri Tumutumu as long as such payment does not offend against the rule against perpetuities to the extent such rule applies to this Trust.

30. PERPETUITIES AND VESTING DAY

The Vesting Day for the Trust is the day that is eighty years less one (1) day after the date of this Deed, that date 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. On the Vesting Day, the Trustees shall hold the remaining capital and income of the Trust's Assets on trust for the Members of Ngāti Rāhiri Tumutumu then living as tenants in common in equal shares.

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 30 shall be void.

31. ARCHIVING OF RECORDS

31.1 Records to be held for seven years

All minutes and other records of any proceedings of the Trustees and any Subsidiaries in the Ngāti Rāhiri Tumutumu Group shall be held by the Trust and those companies and other entities for a period of seven (7) years.

31.2 Records to be archived

At the expiry of seven (7) years the Trustees shall archive the records of the Trust and Subsidiaries in the Ngāti Rāhiri Tumutumu Group for such period as the Trustees consider necessary.

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31.3 **Records may be retained for longer**

Notwithstanding clauses 31.1 and 31.2 the Trustees and any of the Subsidiaries within the Ngāti Rāhiri Tumutumu Group may hold on to any records for a period exceeding seven (7) years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust or Subsidiary to which the information relates.

32. **DISPUTE RESOLUTION**

32.1 **Disputes**

In the event that a dispute arises between:

- a. any Members of Ngāti Rāhiri Tumutumu; and
- b. the Trustees and any Members of Ngāti Rāhiri Tumutumu.

regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and kōrero of Ngāti Rāhiri Tumutumu then that dispute shall be referred in first instance to the Trustees provided that the person referring the dispute has taken all reasonable efforts to resolve the dispute before referring it to the Trustees.

32.2 **Notice of Dispute**

All disputes referred to the Trustees in accordance with clause 32.1 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.

32.3 **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 32.2 then it shall be referred to a Disputes Committee constituted in accordance with clause 32.4 and 32.5.

32.4 **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 32.3.

32.5 **Appointment and composition of Disputes Committee**

A Disputes Committee shall comprise three members who shall be appointed by the Trustees. The Trustees shall ensure that the appointees to the Disputes Committee from time to time are persons who would be regarded amongst Ngāti Rāhiri Tumutumu and Maori generally as being of good reputation and standing in the community and who hold all or some of the following skills:

- a. proven experience in mediation and alternate dispute resolution; and
- b. expertise in te reo me ngā tikanga Maori,

provided that the Trustees shall ensure that:

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- c. at least one appointee on the Disputes Committee holds each of the skills set out above; and
- d. no appointees have a conflict of interest in the particular question or dispute referred to the Disputes Committee.

32.6 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.

32.7 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 provided that if a Disputes Committee considers that a dispute referred to it is frivolous or vexatious, it may dismiss the dispute and decide not to inquire further into it. The findings and decisions of the Disputes Committee shall be final and binding on the parties (and if applicable, subject to the Maori Fisheries Act 2004).

32.8 Disputes Committee may convene hui

In facilitating the resolution of any dispute a Disputes Committee may convene a general meeting of Ngāti Rāhiri Tumutumu in order to discuss the matters that are in dispute.

32.9 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 Ngāti Rāhiri Tumutumu as set out in this Deed.

32.10 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.

33. FISHERIES

33.1 Interpretation

For the purposes of this clause 33:

"**Annual Catch Entitlement**" has the meaning given to it in section 2(1) of the Fisheries Act 1996;

"**Aquaculture Activity**" has the meaning given to it in section 2(1) of the Resource Management Act 1991;

"**Aquaculture Settlement Assets**" means "Settlement Assets" under the Maori Commercial Aquaculture Claims Settlement Act 2004;

"**Asset Holding Company**" means:

- a. a Subsidiary;

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- b. a company, which for the time being meets the requirements for an Asset Holding Company under the Maori Fisheries Act 2004 including but without limitation, the requirement that the Asset Holding Company pay all dividends solely to the Trust;
- c. a company that holds the Fisheries Settlement Assets on behalf of the Trust; and
- d. includes any subsidiary of the Asset Holding Company;

"Commercial Aquaculture Activities" means any Aquaculture Activity undertaken for the purpose of sale;

"Fishing Enterprise" means:

- a. a Subsidiary established for the purpose of utilising the Annual Catch Entitlement from the Settlement Quota; and
- b. includes any subsidiary of the Fishing Enterprise;

"Fisheries Settlement Assets" means Income Shares, Settlement Quota and Aquaculture Settlement Assets received by the Trust from either Te Ohu Kai Moana Trustee Limited or as otherwise acquired under the Legislation;

"Income Shares" means income shares within the meaning of the Maori Fisheries Act 2004 that is held by the Asset Holding Company on behalf of Ngāti Rāhiri Tumutumu;

"Hauraki Iwi" has the same meaning given to it in the Pare Hauraki Fishing Trust Deed.

"Legislation" means the Maori Fisheries Act 2004 and the Maori Commercial Aquaculture Claims Settlement Act 2004;

"Pare Hauraki Fishing Trust" means the joint mandated iwi organisation (as defined in the Maori Fisheries Act 2004) that was recognised by Te Ohu Kai Moana Trustee Limited as such in March 2009;

"Pare Hauraki Fishing Trust Deed" means the deed of trust establishing the Pare Hauraki Fishing Trust circa 2006; and

"Settlement Quota" has the meaning given to it by the Maori Fisheries Act 2004.

33.2 **Maori Fisheries Act 2004**

Pursuant to the Legislation, Fisheries Settlement Assets of Ngāti Rāhiri Tumutumu are beneficially held and managed by the Pare Hauraki Fishing Trust. These assets are held by the Pare Hauraki Fishing Trust as part of the collective fisheries assets of the Hauraki Iwi. The Legislation contemplates and the Pare Hauraki Fishing Trust Deed provides, for Ngāti Rāhiri Tumutumu to withdraw its Fisheries Settlement Assets and transfer these assets to its own Mandated Iwi Organisation. Ngāti Rāhiri Tumutumu has not decided to withdraw from the Pare Hauraki Fishing Trust but in the event that Ngāti Rāhiri Tumutumu chooses to withdraw it is intended that this Trust will become the Mandated Iwi Organisation for Ngāti Rāhiri Tumutumu.

33.3 **Withdrawal from the Pare Hauraki Fishing Trust:**

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If Ngāti Rāhiri Tumutumu chooses to withdraw from the Pare Hauraki Fishing Trust in accordance with the provisions of the Maori Fisheries Act 2004 upon completion of the withdrawing process (and if necessary once this process has commenced) the provisions of this clause 33 shall apply.

33.4 **Mandated Iwi Organisation**

The Trust shall act as the Mandated Iwi Organisation and Iwi Aquaculture Organisation for Ngāti Rāhiri Tumutumu for the purposes of the Legislation.

33.5 **Asset Holding Company**

The Trust shall have an Asset Holding Company, which shall hold on behalf of the Trust, the Fisheries Settlement Assets. The Asset Holding Company will be a Subsidiary and will in addition to this clause 33 comply with the provisions of this Deed as they relate to Subsidiaries.

33.6 **Strategic Governance**

The Trust must, to the extent that is practically possible, exercise strategic governance over any Asset Holding Company, any Fishing Enterprise and any joint venture that involves Fisheries Settlement Assets.

33.7 **Subsidiaries of Asset Holding Company**

The Asset Holding Company may establish one or more subsidiaries to be a subsidiary asset holding company and transfer to that subsidiary some or all of the Fisheries Settlement Assets the Asset Holding Company receives. Any such subsidiary must be wholly owned and controlled by the Asset Holding Company and provide any dividends solely to the Asset Holding Company.

33.8 **Fishing Enterprise**

If the Trust wishes to have its own fishing operation, utilising Annual Catch Entitlement from its Settlement Quota to harvest, process, or market fish, or to be involved in a joint venture for these purposes, the Trustees must establish a fishing enterprise separate from, but responsible to the Trustees to undertake these operations. The Fishing Enterprise must be a separate entity from any Asset Holding Company.

33.9 **Directors and Trustees of Fishing Enterprise and Asset Holding Company**

No more than 40% of the directors or trustees of any Fishing Enterprise or Asset Holding Company can be the Trustees then in office.

33.10 **Disposal of Fisheries Settlement Assets**

Any proposal in relation to the disposal of Income Shares pursuant to section 70 of the Maori Fisheries Act 2004 or in relation to the disposal of Settlement Quota pursuant to sections 159, 162, or 172 of the Maori Fisheries Act 2004 or in relation to the disposal of authorisations or coastal permits pursuant to section 50 of the Maori Commercial Aquaculture Claims Settlement Act 2004, may only proceed if a Special Resolution has been passed in accordance with the Fourth Schedule.

33.11 **Undertaking Commercial Aquaculture Activities**

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The Trustees must not undertake Commercial Aquaculture Activities except through a separate enterprise that is responsible to the Trust.

33.12 Annual General Meeting

At the annual general meeting the trustees will, present any proposed amendments to the constitution of any Asset Holding Company.

33.13 Annual Report of Trust:

Any annual report prepared by the Trustees must include:

- a. a report giving information of the sales and exchanges of Settlement Quota in the previous year including:
 - i. the quantity of Settlement Quota held by the Asset Holding Company;
 - ii. the value of the Settlement Quota sold or exchanged;
 - iii. the identity of the purchaser or other party to the exchange;
 - iv. any transaction with Settlement Quota that has resulted in a registered interest by way of a caveat or mortgage placed over the Settlement Quota;
 - v. the Settlement Quota interests that have been registered against the Settlement Quota shares; and
 - vi. the value of any Income Shares sold, exchanged or otherwise acquired;
- b. a report on the interactions of the Trust in fisheries matters with:
 - i. other entities within the Ngāti Rāhiri Tumutumu Group;
 - ii. other mandated iwi organisations; and
 - iii. Te Ohu Kai Moana Trustee Limited; and
- c. a report on any changes to the Trust Deed or the constitution of any Asset Holding Company.

33.14 Annual Plan of Trust

Any annual plan prepared by the Trustees must include:

- a. the Trust's policy in respect of sales and exchanges of Settlement Quota; and
- b. any proposed changes to the constitutional documents of any Asset Holding Company.

33.15 Annual Report of Asset Holding Company

Any annual report of any Asset Holding Company must include:

- a. the investment of money of that Asset Holding Company or any of its subsidiaries;
- b. the key strategies for the use and development of the Settlement Quota and Income Shares;

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- c. the expected financial return on the Settlement Quota and Income Shares; and any programme to:
- d. manage the sale of Annual Catch Entitlements; and
- e. reorganise the Settlement Quota as by buying and selling settlement quota in accordance with the Maori Fisheries Act 2004.

33.16 Dispute Resolution

If a dispute arises as defined in section 180(1)(m) of the Maori Fisheries Act 2004 or as defined in section 52(7) of the Maori Commercial Aquaculture Claims Settlement Act 2004 the dispute will be determined in accordance with the Legislation. For the purposes of the Legislation, the disputes procedure contained in clause 32 shall be deemed to constitute the process for resolving the dispute that is required pursuant to section 181(1) of the Maori Fisheries Act 2004 and that is required pursuant to section 53 of the Maori Commercial Aquaculture Claims Settlement Act 2004.

33.17 Amendments to provisions required by the Maori Fisheries Act 2004

Any amendments to this Trust Deed must not be inconsistent with the Maori Fisheries Act 2004 and no amendment may be made to this Trust Deed until two years has passed since the Trust was recognised by Te Ohu Kai Moana Trustee Limited.

33.18 Resettlement

Any resettlement of any of the Fisheries Settlement Assets must be done in accordance the Legislation.

34. REVIEW OF TRUST DEED

34.1 Review after four years

The Trustees shall, within four (4) years of the Settlement Date, initiate a review of the terms and operations of this Deed and, in particular, shall review the arrangements relating to the election of Trustees and all other aspects of the representation of Ngāti Rāhiri Tumutumu by the Trust.

34.2 Deed review process

In conducting this review the Trustees shall engage and consult with Ngāti Rāhiri Tumutumu in order to seek the views of Ngāti Rāhiri Tumutumu on the terms and operation of this Deed and, in particular, the arrangements relating to the election of Trustees and all other aspects of the representation of Ngāti Rāhiri Tumutumu by the Trustees and shall have regard to the tikanga of Ngāti Rāhiri Tumutumu.

34.3 Review to be independently facilitated

The process of engagement and consultation required by clause 34.2 shall be undertaken by an independent facilitator appointed by the Trustees. The role of independent facilitator shall be to:

- a. liaise with the Trustees in the preparation of any discussion materials to be distributed to Ngāti Rāhiri Tumutumu;

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- b. facilitate any hui;
- c. receive, compile and review any written submissions received from Ngāti Rāhiri Tumutumu; and
- d. make recommendations to the Trustees as to the amendments that should be made to the Deed as a consequence of the information received from the process of engagement and consultation.

34.4 Outcome of the review

Following the completion of the review, and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 34.3 the Trustees shall recommend amendments (if any) to this Deed and seek the approval of those amendments by Special Resolution in accordance with the Fourth Schedule.

SIGNED AS A DEED

Signed by **Nicola Scott** as an initial Trustee
in the presence of:

Name: Kay Kori

Occupation: Secretary

Address: Tauranga

Signed by **Jill Taylor** as an initial Trustee
in the presence of:

Name: Julie Ivaha Curtis

Occupation: Office manager

Address: 14 Pontenoy St. Mt Albert.

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Signed by **Victoria Piaso** as an initial Trustee
in the presence of:

Name:

Julie Tiraha Curtis

Occupation:

Office manager

Address:

14 Fontenoy St. Mt. Albert

Signed by **Daniel Braid** as an initial Trustee
in the presence of:

Name:

Cameron Paterson

Occupation:

Salus

Address:

13, 50 Kitchener Street, CBD, Auckland

Signed by **Suzy Turk** as an initial Trustee
in the presence of:

Name:

Julie Tiraha Curtis

Occupation:

Office manager

Address:

14 Fontenoy St. Mt Albert

Signed by **Michael Barker** as an initial Trustee
in the presence of:

Name:

KEVIN ROLAND JOHNSON

Occupation:

PRINCIPAL TE AROHA PRIMARY

Address:

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FIRST SCHEDULE – NGĀTI RĀHIRI TUMUTUMU MEMBERSHIP REGISTER

1. TRUSTEES TO KEEP REGISTER

1.1 Trustees to maintain register

The Trustees shall administer and maintain the Ngāti Rāhiri Tumutumu Register which is a register of the Members of Ngāti Rāhiri Tumutumu.

1.2 Register to comply with this Schedule

The Ngāti Rāhiri Tumutumu 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 Ngāti Rāhiri Tumutumu Register shall record in it the full names, dates of birth, postal addresses and email addresses of the Members of Ngāti Rāhiri Tumutumu.

2.2 Beneficiary Registration Number

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

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications

All applications for registration as a Member of Ngāti Rāhiri Tumutumu must be made in writing to the Trustees in the application form approved from time to time by the Trustees. The application must contain:

- a. the full name, date of birth and postal address of the applicant;
- b. the whakapapa (genealogical connections) through which the applicant claims affiliation to Ngāti Rāhiri Tumutumu;
- c. such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngāti Rāhiri Tumutumu; and
- d. an option for the applicant to state whether they want to receive private notices about meetings, trustee elections and Special Resolutions.

3.2 Applications to be made by

An application for registration as a Member of Ngāti Rāhiri Tumutumu may be made by:

- a. Members of Ngāti Rāhiri Tumutumu who are 18 years of age or older, on their own behalf or by their legal guardian; and
- b. other Members of Ngāti Rāhiri Tumutumu who are under the age of 18 years, by their parent or legal guardian on their behalf.

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 for registration as a member of Ngāti Rāhiri Tumutumu.

4.2 Composition of Membership Validation Committee

The Membership Validation Committee shall comprise not less than three (3) and not more than five (5) members of Ngāti Rāhiri Tumutumu, appointed by the Trustees from time to time, with the expertise and knowledge of Ngāti Rāhiri Tumutumu whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Rāhiri Tumutumu 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 registered as a Member of Ngāti Rāhiri Tumutumu.

4.5 Successful applicants 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) in the appropriate part of the Ngāti Rāhiri Tumutumu Register.

4.6 Notification to 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 or, if more than one (1), any previous applications, to the applicant's status as a Member of Ngāti Rāhiri Tumutumu.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies

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

5.2 Assistance in identifying membership

In maintaining the Ngāti Rāhiri Tumutumu Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of those Members of Ngāti Rāhiri Tumutumu that are not for the time being on the Ngāti Rāhiri Tumutumu 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 Ngāti Rāhiri Tumutumu but for whatever reason are not able to establish such membership.

5.3 Responsibility of Members of Ngāti Rāhiri Tumutumu

Notwithstanding rule 1.1 of this Schedule it shall be the responsibility of each person who is a Member of Ngāti Rāhiri Tumutumu (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 Ngāti Rāhiri Tumutumu Register and that his or her full postal address for the time being is provided and updated.

5.4 Consequences of registration

Registration of any person on the Ngāti Rāhiri Tumutumu Register as a Member of Ngāti Rāhiri Tumutumu shall be conclusive evidence of that person's status as a Member of Ngāti Rāhiri Tumutumu.

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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 a Trustee a nominee must, as at the closing date for nominations, be recorded in the Ngāti Rāhiri Tumutumu Register as an Adult Registered Member of Ngāti Rāhiri Tumutumu, and be eligible in accordance with rule 6.7 of this Schedule.

2.2 Trustees Roles

A Trustee may not hold the position of Chief Executive nor be an employee of, nor a contractor to, any entity or trust in the Ngāti Rāhiri Tumutumu Group.

2.3 Trustees may be directors or trustees

Subject to clause 7.2, of the main body of this deed a Trustee may be a director or trustee of a Subsidiary.

2.4 Number of Trustees to be Limited

There shall be no less than four (4) Trustees and no more than seven (7) Trustees.

3. ELECTION OF TRUSTEES

3.1 Election of Trustees

The Adult Registered Members of Ngāti Rāhiri Tumutumu listed in the Ngāti Rāhiri Tumutumu Register, shall be entitled to elect the Trustees in accordance with the rules for elections as set out in this Schedule.

The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

4. TERM OF OFFICE

4.1 Term of office

Subject to rule 4.2 of this Schedule the Trustees from time to time shall hold office for a term of three (3) years.

4.2 Retirement and rotation of initial Trustees

The initial Trustees shall retire from office with elections having been held for their respective positions as Trustee as follows:

- a. As at the date of the annual general meeting of the Trust in the first Income Year following the Settlement Date four (4) of the initial Trustees shall retire and an election shall be held for four (4) Trustee positions;

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- b. As at the date of the annual general meeting of the Trust in the second Income Year following the Settlement Date, the remaining initial Trustees shall retire and an election shall be held for their Trustee positions.

4.3 Order of retirement of initial Trustees

The order of retirement of the initial Trustees under rule 4.2 of this Schedule shall be determined by agreement failing which the determination shall be made by lot.

4.4 Term following retirement of initial Trustees

Following the retirement of the initial Trustees in accordance with rule 4.2 of this Schedule, each Trustee shall hold office until the conclusion of the annual general meeting of the Trust in the third Income Year following his or her appointment. However, if because of a review of the election of a Trustee's replacement under rule 13 of this Schedule the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

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 a Trustee elected 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), 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), for the balance of the term of office of the Trustee that he or she has replaced.

5. TIMING OF ELECTIONS

The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under rule 4.6 or to the extent that any review under rule 13 of this Schedule

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has been sought in respect of an election, be concluded by the time of the annual general meeting of the Trust in that Income Year.

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 persons 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 Ngāti Rāhiri Tumutumu at the last address shown for such Adult Registered Member of Ngāti Rāhiri Tumutumu on the Ngāti Rāhiri Tumutumu Register and to any other Member of Ngāti Rāhiri Tumutumu 18 years of age or over who has made a written request for a notice. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address;
- b. by newspaper advertisement published on at least two (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 Ngāti Rāhiri Tumutumu 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 qualified persons for inclusion of their names in the Ngāti Rāhiri Tumutumu Register, and shall set out the date (being three (3) days after the closing date of the election, but only if the envelope containing the application for registration is date stamped on or before the closing date for the election) that an application for registration must be received for the applicant, if successful, to be eligible to vote in the notified election. For the avoidance of doubt, an individual must submit an application for registration as a Member of Ngāti Rāhiri Tumutumu prior to casting their vote in the notified election.

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 Ngāti Rāhiri Tumutumu shown on the Ngāti Rāhiri Tumutumu Register as being entitled to vote in respect of the election of that candidate in accordance with the First Schedule.

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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 foregoing rules of this Schedule, an Adult Registered Member of Ngāti Rāhiri Tumutumu 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 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- d. 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; and
- e. has within the last three (3) years been removed from the office of Trustee in accordance with clause 23.3.

7. HOLDING OF ELECTIONS

7.1 Mode of Voting at Elections

Subject to rule 7.3 of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be completed by a Member of Ngāti Rāhiri Tumutumu either by:

- a. delivering their voting form to the Chief Returning Officer by post or by electronic form where available or at a Wahi Pooti; or
- b. e-voting (if available).

A Wahi Pooti may, to the extent notified in any advertisement issued in accordance with rule 7.2 of this schedule, receive voting forms in respect of the election of Trustees. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Where there is an equal number of votes for the last Trustee position the decision as to the successful candidate shall be made by the drawing of lots.

7.2 Wahi Pooti to be held

Subject to rule 7.4 of this Schedule, a Wahi Pooti shall be advertised in the newspapers circulating in the area where the Wahi Pooti is to be held. Such an advertisement must be run at least 20 Business Days prior to the date of the Wahi Pooti. The Wahi Pooti shall be held on the closing date for the election.

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7.3 No elections where nominees equal vacancies

In the event that the total number of nominations of Trustees is less than or equal to the total number of vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

7.4 Members of Ngāti Rāhiri Tumutumu to vote in elections

Each Adult Member of Ngāti Rāhiri Tumutumu is eligible to vote in an election, provided that:

- a. each such Adult Member of Ngāti Rāhiri Tumutumu will only be eligible to cast one (1) vote in an election listing up to seven (7) preferred Trustees in an election; and
- b. each such Adult Member of Ngāti Rāhiri Tumutumu is, at the date voting closes, either recorded in the Ngāti Rāhiri Tumutumu Register as an Adult Registered Member of Ngāti Rāhiri Tumutumu or have completed and sent with their voting form an application form for registration which complies with rule 3.1 of the First Schedule.

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:

- a. fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and
- b. subject to rules 7.2 and 8.2, set a date and venue for the Wahi Pooti.

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 Ngāti Rāhiri Tumutumu and any other member of Ngāti Rāhiri Tumutumu who has requested to receive such notice. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address;
- b. inserting a prominent advertisement on at least two (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 Members of Ngāti Rāhiri Tumutumu 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 Members of Ngāti Rāhiri Tumutumu reside; and
- d. posting on the Trust website, if the Trust has one.

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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 nominees for election as Trustees;
- b. the date, time and place of the Wahi Pooti; 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 8.3a) of this Schedule shall also contain:

- a. a voting form that complies with rule 9.1; 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 Chief Returning Officer; and
- c. a statement that voting forms may be either posted or delivered to the Chief Returning Officer at a Wahi Pooti.

8.6 Additional information in other notices

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

9. 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 Chief Returning Officer no later than three (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 CHIEF RETURNING OFFICER

10.1 Appointment of Chief Returning Officer

For the purposes of elections the Trustees shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the provisions of this Deed setting out the powers and duties of the Chief Returning Officer. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections.

10.2 Chief Returning Officer to receive voting forms

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All voting forms must be addressed to the Chief Returning Officer.

10.3 Chief Returning Officer to be present at Wahi Pooti

The Chief Returning Officer or his or her nominee must be present at all times at the Wahi Pooti. The Chief Returning Officer or his or her nominee will be available to collect any completed voting forms at the Wahi Pooti. The Chief Returning Officer or his or her nominee shall also ensure that additional voting forms are available at Wahi Pooti.

10.4 Only one vote to be cast

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Ngāti Rāhiri Tumutumu.

10.5 Provisional votes

Where an applicant for registration as an Adult Registered Member of Ngāti Rāhiri Tumutumu has cast a vote in accordance with rule 7.4b) 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.

10.6 Recording of votes

A record shall be kept by the Chief 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 Chief 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 Chief Returning Officer, the Chief 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 candidates of the result and give notice of the same at the annual general meeting of the Trust in accordance with clause 15.1d). The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

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, the Chief 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; and
- b. if the validity or otherwise of the Provisional Votes will not affect the result of the election, the Chief 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.

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12. RETENTION OF ELECTION RECORDS

12.1 Compiling and sealing voting records

The Chief 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 Chief 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 Chief 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 14.1b) of this Schedule the sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trustees for a period of one (1) year from the closing date for making votes in the election to which the packet relates. At the expiry of that one (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 Trust 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 is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the Auckland District Law Society or his or her nominee.

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 referred to in rule 13.1 upon all other candidates in the election 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

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Upon making an application for review the applicant shall also lodge with the Trustees such sum as determined by the Electoral Review Office to cover the costs of undertaking the review. That sum shall be held by the Trust pending the outcome of the review application. If the application is successful then the sum 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 Chief 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 Chief 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 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 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 (noting that the right to seek judicial review in the High Court is always available).

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:

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- a. retires from office by giving written notice to the Trustees or dies;
- b. completes his or her term of office and is not reappointed;
- c. refuses to act;
- d. is absent without leave from three (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;
- 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 23.3.

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.

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THIRD SCHEDULE – PROCEEDINGS OF TRUSTEE MEETINGS

1. TRUSTEES TO REGULATE MEETINGS

The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any three (3) Trustees may at any time by notice in writing to the Trustees 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 hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least seven (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 Meeting limited to notified business

Subject to rule 2.3, no business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.

2.5 Deficiency of notice

Subject to rule 2.4 of this Schedule, 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

Four (4) of the Trustees then in office 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 an election the Trustees shall appoint one (1) of their number to be Chairperson, and (at their discretion) one (1) 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).

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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 shall be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote

Unless stated otherwise in this Deed, questions arising at any meeting of Trustees shall be decided by a majority of votes of Trustees present at a validly called meeting. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

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 (1) 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 appointed under rule 6.1 of this schedule 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 or 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 (1) 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.

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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 Deed, any committee established by the Trustees may co-opt any person to be a member of that committee and otherwise 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

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 (1) 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 Teleconference Meetings

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

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- 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;
 - 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;
 - e. 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; and
 - f. a minute of the proceedings at a 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 Trustees, be in writing signed under the name of the Trust by any four (4) 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 Trustees, be in writing signed under the name of the Trust by a person acting with the express or implied authority 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 Trustees 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.

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FOURTH SCHEDULE – PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. THIS SCHEDULE TO APPLY

A Special Resolution to:

- a. approve a Major Transaction in accordance with clause 3.5;
- b. amend this Deed in accordance with clause 27;
- c. approve a resettlement in accordance with clause 28;
- d. terminate the Trust in accordance with clause 29; or
- e. to approve the disposal of Fisheries Settlement Assets (this term has the meaning given to it in clause 34) in accordance with clause 34,

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND GENERAL MEETING

Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the annual or special general meeting where the Special Resolution is being considered, or by post.

3. VOTING

In order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Members of Ngāti Rāhiri Tumutumu who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

4. NOTICE

4.1 Notice of an annual or special general meeting

Subject to rule 4.2 of this Fourth Schedule, where a Special Resolution is to be considered at an annual or special general meeting, notice of that meeting must be given in accordance with clause 15.4 and shall contain:

- a. details of the proposed Special Resolution;
- b. details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- c. 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;
- d. a statement that postal votes may either be delivered to the Chief Returning Officer at the annual or special general meeting, or posted or by electronic means (and if e-voting is being used for the Special Resolution that members can vote by way of e-voting); and
- e. a voting form (and if voting can be done by way of e-voting sufficient details setting out how members can vote using e-voting).

4.2 Content of advertisement

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Any advertisement that gives notice of an annual or general meeting where a Special Resolution is to be considered is not required to contain the matters referred in rule 4.1(c) to (e) of this Schedule, so long as the advertisement provides details of how and where further information in relating to the voting procedure for the Special Resolution can be obtained.

5. VOTING

5.1 Other details to accompany vote

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

5.2 Timing of 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 Chief Returning Officer no later than three (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.

5.3 Postal Votes may be received at the annual or special general meeting

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

6. APPOINTMENT OF CHIEF RETURNING OFFICER

6.1 Appointment of Chief Returning Officer

For the purposes of the Special Resolution, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the powers and duties of the Chief Returning Officer as set out in this Deed, including, to avoid doubt, rules 6.2 to 7.3 (inclusive) of this Schedule.

6.2 Chief Returning Officer to receive voting forms

Voting forms must be addressed to the Chief Returning Officer.

6.3 Chief Returning Officer to be present at meeting considering special resolution

The Chief Returning Officer must be present at the annual or special general meeting at which there is voting on a Special Resolution. The Chief Returning Officer will be available to collect any completed voting forms at the special general meeting. The Chief Returning Officer shall also ensure that additional voting forms are available at the meeting considering the Special Resolution.

6.4 Eligibility to Vote

Those eligible to vote on a special resolution are:

- a. those adult members of Ngāti Rāhiri Tumutumu recorded in the Ngāti Rāhiri Tumutumu Register as an Adult Registered Member of Ngāti Rāhiri Tumutumu on the closing day for voting; and
- b. subject to rule 6.5(b) of this Schedule, any other Adult Member of Ngāti Rāhiri Tumutumu who has on or before the closing date for voting provided to the Chief

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Returning Officer an application form for registration which complies with rule 3.1 of the First Schedule.

6.5 Only one vote to be cast

The Chief Returning Officer must:

- a. ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member of Ngāti Rāhiri Tumutumu; and
- b. where any Provisional Vote is cast pursuant to rule 6.4 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 Ngāti Rāhiri Tumutumu Register as an Adult Registered Member of Ngāti Rāhiri Tumutumu.

6.6 Recording of votes

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

7. COUNTING OF VOTES

7.1 All votes to be counted

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

7.2 Certification and notifying result

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

7.3 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 Chief Returning Officer may not certify the result of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to rule 6.5 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 Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional votes has not been confirmed pursuant to rule 6.5 of this Schedule and the Provisional Votes have not been counted.

8. PROCEEDINGS AT MEETING

Except as otherwise set out in this Schedule the provisions of clause 15 of the Deed 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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