

DEED OF TRUST OF TE ARAWA LAKES

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1. DEFINITIONS AND INTERPRETATIONS	5
2. ESTABLISHMENT, STATUS AND OBJECTS OF THE TRUST	9
3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES	10
4. POWER TO CONVENE NGA KOEKE O TE ARAWA.....	11
5. CHIEF EXECUTIVE OFFICER (CEO) AND OTHER EMPLOYEES.....	11
6. TRUST TO ESTABLISH TAML	12
7. APPOINTMENT OF DIRECTORS.....	13
8. APPLICATION OF INCOME	13
9. PLANS.....	15
10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR.....	15
11. COMPANY PLANS AND REPORTS.....	16
12. DISCLOSURE OF PLANS, REPORTS AND MINUTES	18
13. NO DISCLOSURE OF SENSITIVE INFORMATION.....	18
14. GENERAL MEETINGS.....	18
15. DISCLOSURE OF INTERESTS.....	22
16. DEALINGS WITH “INTERESTED” TRUSTEES.....	23
17. PROHIBITION OF BENEFIT OR ADVANTAGE.....	23
18. DISCLOSURE OF TRUSTEE REMUNERATION ETC.....	23
19. ADVICE TO TRUSTEES	23
20. LIABILITY OF TRUSTEES	24
21. INDEMNITY AND INSURANCE	24
22. CENSURE OF TRUSTEES	25
23. GIFTS OR DONATIONS	25
24. RECEIPTS FOR PAYMENTS.....	26
25. CUSTODIAN TRUSTEE.....	26
26. AMENDMENTS TO TRUST DEED.....	27
27. TERMINATION OF TRUST	27

28.	PERPETUITIES	28
29.	ARCHIVING OF RECORDS	28
30.	DISPUTE RESOLUTION	28
31.	REVIEW OF TRUST DEED.....	30
	FIRST SCHEDULE -MEMBERSHIP OF TE ARAWA AND TE ARAWA REGISTER	31
1.	TRUST TO KEEP REGISTER	31
2.	CONTENTS OF REGISTER.....	31
3.	APPLICATIONS FOR REGISTRATION	31
4.	DECISIONS AS TO MEMBERSHIP	32
5.	CHANGE IN HAPU	33
6.	MAINTENANCE OF REGISTER.....	33
	SECOND SCHEDULE -ELECTIONS OF TRUSTEES.....	35
1.	ELECTION OF TRUSTEES.....	35
2.	ELIGIBILITY FOR ELECTION:	35
3.	TERM OF OFFICE	35
4.	TIMING OF ELECTIONS.....	36
5.	MAKING OF NOMINATIONS	36
6.	HOLDING OF ELECTIONS	38
7.	NOTICE OF ELECTIONS.....	39
8.	VOTING FORMS	40
9.	APPOINTMENT OF CHIEF RETURNING OFFICER.....	41
10.	COUNTING OF VOTES.....	41
11.	RETENTION OF ELECTION RECORDS	42
12.	TERMINATION OF OFFICE OF TRUSTEES	42
13.	RECORD OF CHANGES OF TRUSTEES	42
	THIRD SCHEDULE -	43
	PROCEEDINGS OF TRUSTEES	43
1.	TRUSTEES TO REGULATE MEETINGS	43

2.	NOTICE OF MEETING	43
3.	QUORUM	44
4.	CHAIRPERSON AND DEPUTY CHAIRPERSON	44
5.	PROCEEDINGS AT MEETINGS	44
6.	DELEGATION BY TRUSTEES	45
7.	WRITTEN RESOLUTIONS IN LIEU OF MEETING	46
8.	MINUTES	46
9.	ELECTRONIC MEETINGS	46
10.	FORMS OF CONTRACTS	47
	FOURTH SCHEDULE -	48
	PROCEDURE FOR PASSING SPECIAL RESOLUTION	48
1.	THIS SCHEDULE TO APPLY	48
2.	VOTING AND SPECIAL GENERAL MEETING	48
3.	VOTING	48
4.	SPECIAL GENERAL MEETING REQUIRED	48
5.	NOTICE	49
6.	VOTING	50
7.	APPOINTMENT OF CHIEF RETURNING OFFICER	50
8.	COUNTING OF VOTES	51
9.	CERTIFICATION AND NOTIFYING RESULT:	51
10.	PROCEEDINGS AT SPECIAL GENERAL MEETING	51

DEED dated this 12 day of April 2022

1. DEFINITIONS AND INTERPRETATIONS

1.1. Defined Terms

In this Trust Deed, unless the context otherwise requires:

“Adult Members of Te Arawa” means those Members of Te Arawa identified on the Te Arawa Register as being over 18 years of age or over;

“Annual Plan” means the annual plan of the Trust prepared in accordance with *clause 9.1*;

“Annual Report” means the annual report of the Te Arawa Group prepared by the Trust in accordance with *clause 10.1*;

“Balance Date” means 31 March 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 in which registered banks are open for business in Rotorua;

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

“Chief Executive Officer (CEO)” means the CEO of the Trust appointed in accordance with *clause 5.1*;

“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;

“Commercial Activities” means any activity carried out in pursuit of the Trust Purposes which has as its principal objective the maximising of financial or economic returns to the Te Arawa Group;

“Consolidated Financial Statements” means the consolidated financial statements of the Te Arawa Group prepared by the Trust in accordance with *clause 10.1*;

“Customary Rights” means rights according to Te Arawa tikanga, including:

- (a) rights of occupation and use; and
- (b) rights in relation to the use of natural or physical resources.

“Deed of Settlement” means the deed dated 30 September 2006 between representatives of Te Arawa and the Crown recording the settlement of the Te Arawa Lakes Claims;

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

“Disputes Committee” means a committee appointed from time to time in accordance with clause 30;

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

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

“Hapu” means the iwi and Hapu set out in the Fifth Schedule;

“Income Year” means any year or accounting period ending on the Balance Date;

“Income Tax Legislation” means the Income Tax Act 2007 the Tax Administration Act 1994 and any amendments and substitutions from time to time,

“Major Transaction” in relation to any member of the Te Arawa 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 Fund 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 Fund before disposition;
- (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 Fund 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 Fund (whether the assets are held by the Trust or any other member of the Te Arawa Group); or
- (e) any acquisition or disposition of Property by that member from or to any other wholly owned member of the Te Arawa Group; and

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than one half of the value of the Trust Fund 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 Fund shall be calculated based on the value of the assets of the Te Arawa Group;

“Member of Te Arawa” means a person who is referred to in paragraph (b) of the definition of Te Arawa;

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

“Related Person” means

- (a) a settlor or trustee of a trust by which a business is carried on; or
- (b) a shareholder or director of a company by which a business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of a company by which a business is carried on; or
- (d) that person, where he or she and the settlor, trustee, shareholder or director already mentioned in this definition, are associated persons as defined in section the Income Tax Legislation

“Rohe” means the groupings of Hapu described in the Sixth Schedule and named respectively, “Te Kawatapuārangi”, “Te Ure o Uenukukopako” and “Tuhourangi”;

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

“Settlement Date” means the date specified as the Settlement Date in the Deed of Settlement;

“Special Resolution” means a resolution that has been passed with the approval of not less than 75% of the Adult Members of Te Arawa who validly cast a vote in accordance with the process set out in the Fourth Schedule;

“Statement of Intent” means the statement of intent prepared by TAHL in accordance with *clause 11.1*;

“TAML” means the company called Te Arawa Management Limited that the Trust is required to establish in accordance with *clause 6* to undertake Commercial Activities;

“Te Arawa”

- (a) means the collective group composed of individuals and groups referred to in paragraph (b);
- (b) means every individual who is:
 - (c) descended from a Te Arawa Ancestor; and
 - (d) a member of a hapu, group, family, or whanau referred to in paragraph (c); and
 - (e) includes:
 - i. the Hapu of Te Arawa; and
 - any iwi, hapu, group, family, or whanau composed of individuals referred to in paragraph (b).

“Te Arawa Ancestor” means an individual who, at any time after 6 February 1840, exercised Customary Rights to the Te Arawa Lakes by virtue of their being descended from a recognised ancestor of an iwi and Hapu. For the purposes of this definition,

“Te Arawa Group” means the Trust, TAML, its subsidiaries (if any) and any other entities (whether incorporated or not) under their control;

“Te Arawa Lakes” means Lakes Rotorua, Rotoiti, Rotoehu, Rotoma, Okataina, Tikitapu, Okareka, Tarawera, Rotomahana, Rerewhakaitu, Okaro (also known as Ngakaro), Ngahewa, Ngapouri (also known as Opouri) and Tutaeinanga, and:

- a) includes the water, fisheries and aquatic life in those lakes;
- b) excludes the islands in those lakes, and the land abutting or surrounding those lakes.

“Nga Koeke o Te Arawa” means those persons who, in accordance with the tikanga o Te Arawa, are the kaitiaki of the mana and tikanga of Te Arawa;

“Te Arawa Register” means the register of members of Te Arawa that is to be maintained by the Trust in accordance with the First Schedule;

“Trust” means the trust created by this Trust Deed which is to be called the Te Arawa Lakes Settlement Trust and which on the passing of the Settlement Act is to succeed to the Trust Board;

“Trust Board” means the Te Arawa Māori Trust Board a body corporate constituted under the Māori Trust Boards Act 1955;

“Trust Deed” means this deed of trust and includes the recitals and the schedules to this deed;

“Trust Fund” 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, any assets transferred from the Trust Board, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trust;

“Trust Purposes” means the objects and purposes set out in *clause 2.4*;

“Trustees” means the trustees appointed from time to time in accordance with the Second Schedule of this Trust Deed and to act as the trustees for the time being of the Trust and **“Trustee”** shall mean any one of those persons;

“Tumatauenga” means the returned servicemen of Te Arawa who served in the First or Second World Wars;

“Waahi Pooti” means the place or places nominated by the Trust for the purposes of allowing the Adult Members of Te Arawa to cast in person their vote on the election of a Trustee elected in accordance with the Second Schedule;

“Whakapapa Committee” means the committee appointed in accordance with *rule 4* of the First Schedule.

1.2. Interpretation

In this Trust Deed, unless the context otherwise requires:

- a) words importing the singular include the plural and vice versa;
- b) words importing one gender include the other gender;
- c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- e) references to a clause, recital or a schedule shall be to a clause, recital or schedule to this Trust Deed;
- f) the schedules to this Trust Deed shall form part of this Trust Deed;
- g) headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed;
- h) references to a company are references to a company incorporated pursuant to the Companies Act 1993;
- i) references to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.
- j) Where this deed provides for notice to be given, then the notice will be deemed to be given:
 - a. on the day that the notice is delivered to the Post office if the notice is given by post
 - b. on the day that the notice is sent from the sender's system, if the notice is delivered electronically
 - c. on the date that the advertisement is first published in the relevant media, if the notice is by other media.

2. ESTABLISHMENT, STATUS AND OBJECTS OF THE TRUST

2.1. Trust Established:

The Trustees acknowledge that they hold the Trust Fund upon which the trusts and with the powers set out in this Trust Deed. The Trustees further acknowledge that this deed has been signed by way of variation and substitution of the Deed of Trust dated 12 October 2009 creating the Te Arawa Lakes Settlement Trust, subsequently incorporated as a Charitable Trust Board under the Charitable Trusts Act as the Te Arawa Lakes Trust, the variations having been approved by way of a special resolution of the Trust.

2.2. Trust Representatives:

The Trust shall be governed and administered by and in accordance with this Trust Deed. The Trust shall be the representative for Te Arawa in all matters relating to the Te Arawa Lakes.

2.3. Powers of Trust:

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

2.4. Objects and purposes of the Trust:

The purposes for which the Trust is established are to receive, manage and administer the Trust Fund on behalf of and for the benefit of the present and future members of Te Arawa in accordance with this Trust deed including, without limitation:

- a) the promotion amongst Te Arawa of the educational, spiritual, economic, social, health and cultural advancement or well-being of Te Arawa and its whanau;
- b) the maintenance and establishment of places of cultural or spiritual significance of Te Arawa;
- c) the promotion amongst Te Arawa of mental health and well-being of the aged or those suffering from mental or physical sickness or disability; and
- d) any other purpose that is considered by the Trustees from time to time to be beneficial to Te Arawa.

2.5. Restriction on Major Transactions

Notwithstanding *clause 2.3*, the Trust and any entity which is a member of the Te Arawa Group must not enter into a Major Transaction unless that Major Transaction:

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

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1. Appointment in accordance with Second Schedule:

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.

3.2. Trustees to control Trust Affairs:

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

3.3. Proceedings of the Trust:

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

4. POWER TO CONVENE NGA KOEKE O TE ARAWA

4.1. Convening of Nga Koeke o Te Arawa:

The Trustees may from time to time convene Nga Koeke o Te Arawa to advise that Trustees on matters relating to the tikanga, reo, kawa, korero and whakapapa of Te Arawa provided that nothing in this Trust Deed shall be deemed or construed so as to make the seeking or following of advice obtained from the Nga Koeke o Te Arawa binding upon the Trustees.

4.2. Appointment of Tumatauenga Representative:

For as long as Nga Koeke o Te Arawa agree to such an appointment there shall be a representative of Tumatauenga on Nga Koeke o Te Arawa.

5. CHIEF EXECUTIVE OFFICER (CEO) AND OTHER EMPLOYEES

5.1. Trust to appoint Chief Executive Officer (CEO):

The Trust shall appoint a CEO to manage the day to day administration of the Trust including without limitation the implementation of the Trust's planning, reporting and monitoring obligations under this Trust Deed.

5.2. Delegations to CEO:

The CEO 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 Trust from time to time.

5.3. Trustees not to be employed as CEO:

A trustee may not hold the position of CEO nor may a Trustee be an employee of the Trust.

6. TRUST TO ESTABLISH TAML

6.1. Establishment of TAML:

In receiving, controlling, and supervising the use of the Trust Fund on behalf of Te Arawa, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trust shall establish and oversee the operations of the TAML.

6.2. Ownership and Control of TAML:

TAML shall be 100% owned and controlled by the Trust.

6.3. TAML Objects:

TAML, once established, shall as its objective use and administer on behalf of the Trust:

- a) Those assets within the Trust Fund that are of a commercial nature, the assets of which TAML shall use and administer on a prudent, commercial and profitable basis and in doing shall conduct or otherwise undertake all commercial activities of the Te Arawa Group, either itself or through any subsidiary, trust or other entity established for that purpose, on behalf of and solely, for the benefit of the Trust in the furtherance of the Trust Purposes; and
- b) Such assets as may be held, transferred or allocated to it for the purposes of undertaking Community Development Activities that are delegated to it from time to time either itself or through a subsidiary trust or other entity established for that purpose, on behalf of and solely for the benefit of the Trust in the furtherance of the Trust Purposes.

6.4. Trust to monitor:

In giving effect to the Trust Purposes the Trust shall be responsible for monitoring and otherwise overseeing the activities of TAML. The Trust shall not conduct or otherwise undertake Commercial Activities. The Trust shall also exercise its ownership or other rights and interests in TAML in such a way as to promote the performance by TAML of its objectives and sole purposes as set out in this Trust Deed.

6.5. Assets held for Te Arawa:

All assets held and income derived by any member of the Te Arawa Group, including TAML, shall be derived for and on behalf of the Trust.

6.6. Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Trust Deed, all companies (including TAML) and other entities within the Te Arawa Group shall be governed by their respective boards and the role of the Trust in respect of those

companies and other entities shall be limited to the exercise of the rights conferred on the Trust as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.

6.7. Remuneration of directors:

The trust shall determine the remuneration payable to any director of TAML.

7. APPOINTMENT OF DIRECTORS

7.1. Appointment and removal of directors and trustees:

The directors of TAML shall be appointed and removed by the Trust.

7.2. Directors of TAML:

There shall be not more than 5 and not less than 2 directors of TAML. A majority of the directors of TAML must be Members of Te Arawa.

7.3. Appointments with regard to relevant, expertise and experience:

A director of TAML shall only be appointed if that person has the mix of relevant skills, expertise and experience that are required of a member of the board of directors bearing in mind the activities that TAML undertakes or is likely to undertake in the future.

7.4. Rotation of directors:

One of the directors of TAML shall retire from office as at the date chosen for the annual general meeting of the company in each year. The director to retire shall be the one who has been longest in office since their last appointment. However, in the case of directors who were last appointed on the same day, those to retire will be determined by agreement between those directors or, if agreement cannot be reached, by lot. Retiring directors will eligible for reappointment.

8. APPLICATION OF INCOME

8.1. TAML to remit funds to the Trust:

Subject to clause 8.2 TAML shall in each Income Year remit to the Trust no less than one third of the surplus income derived by TAML in that Income Year, or such greater proportion of the surplus income for that Income Year as is agreed between TAML and the Trust having regard to:

- a) TAML's objective and sole purpose in clause 6.3 of this Trust Deed and the desirability of retaining and reinvesting income to meet that objective and purpose; and
- b) The projected operating requirements of TAML and its subsidiaries as set out in their plans.

8.2. Remission of funds to comply with Companies Act:

Any remission of surplus income by TAML under clause 8.1 shall only be made if it is done so in compliance with the requirements of the Companies Act 1993 concerning company distributions.

8.3. Trustees may apply income as they see fit:

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

8.4. Payments out of income:

The Trust 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 Trust in its discretion from time to time thinks fit, including:

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

8.5. Matters to consider in applying income:

In making any decision as to the application of the income in any Income Year, the Trust shall, in exercising its 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 Fund, provided that the Trust may not in the Income Year convert the entire income of the Trust into capital;
- b) endeavour to act fairly in considering the present and future needs and interests of all Members of Te Arawa.

8.6. Accumulation in six months where income not applied:

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

9. PLANS

9.1. Trust to prepare annual operational plan:

The Trust shall prepare no later than one month before commencement of each Income Year an annual plan which specifies in respect of that Income Year the following information:

- a) the strategic vision of the Trust for the Te Arawa Group;
- b) the nature and scope of the activities proposed by the Trust for the Te Arawa Group in the performance of the Trust Purposes;
- c) the ratio of capital to total assets;
- d) the performance targets and measurements by which performance of the Te Arawa 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 Fund having regard to the interests of all Members of Te Arawa; and
- g) such information as the Trust in its discretion considers necessary.

9.2. Trust to prepare 5 year strategic plan:

The Trust shall also produce within 12 months following the execution of this Trust Deed, and update not less than every two years, a 5 year plan. Such a plan shall set out the longer term vision of the Trust in respect of the matters referred to in clause 9.1 (a) to (f) and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trust intends to follow in respect of the Trust Assets.

10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

10.1. Preparation of annual report:

The Trust must, within four months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Te Arawa 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 Te Arawa Group for that Income Year. The 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 TAML or TAML, or as a director or trustee of any other member of the Te Arawa Group), and details of any premiums paid in respect of Trustees' indemnity insurance.

10.2. Audit of financial statements:

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

10.3. Appointment of auditor:

The auditor shall be appointed by the Trust prior to the end of the Income Year to which the audit relates and, where possible, the fee for the auditor shall also be fixed at that time. No Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor.

11. COMPANY PLANS AND REPORTS

11.1. TAML to prepare Plans and Statements of Intent:

The Trust shall procure that TAML:

- a) within 2 months of the Settlement Date prepares a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- b) as required by the Trust updates the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- c) no later than 6 months following the Settlement Date prepares a 5 year plan, which shall be updated not less than every 2 years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- d) no later than 2 months following the completion of the 5 year plan referred to in paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Income Year, prepares an annual plan setting out the steps to be taken in the relevant Income Year to meet its 5 year planning objectives and fulfil the objectives and principles of the Statement of Intent;
- e) in addition to any normal reporting requirements, within 2 calendar months after the completion of the first, second and third quarter of each Income Year sends to the Trust 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 Trust may require from time to time).

11.2. Trust approval required:

Prior to being implemented the Statement of Intent, five year plans and annual plans must be approved by the Trust. Such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust Fund and the Te Arawa Group, and having regard to the specific role of TAML as set out in *clause 6*. However, nothing in this clause shall allow the Trust to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder with the intention that the directors of TAML shall otherwise retain full discretion in respect of implementation of the plans and Statement of Intent.

11.3. Reports by TAML to comply with Companies Act 1993:

The Trust shall procure that all annual reports by TAML 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 TAML or any of its subsidiaries, or the classes of business in which TAML 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;
- c) the auditor's report of the financial statements (or group financial statements) of TAML for that Income Year;

but excluding the information required by section 211(1)(g) of the Companies Act 1993 where the Trust so decides pursuant to clause 11.5.

11.4. Report to include comparison against plans:

In addition to the matters set out in clause 11.3, the Trust shall procure that all reports by TAML include a comparison of its performance against its annual plan for that Income Year and its medium and longer term planning objectives (as set out in the 5 year plans and Statement of Intent).

11.5. Protection of Sensitive Information:

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

12. DISCLOSURE OF PLANS, REPORTS AND MINUTES

12.1. Documents to be available for inspection:

The Trust shall hold at its offices and make available for inspection by any Member of Te Arawa during normal business hours on any Business Day:

- a) the Annual Report for each of the preceding three Income Years;
- b) the Consolidated Financial Statements of the preceding three Income Years;
- c) the Annual Plan;
- d) the Five Year Plan;
- e) the Statement of Intent;
- f) the minute book kept in accordance with clause 14.14 of all decisions taken and business transacted at every annual general meeting and special general meeting; and
- g) their own personal details on the Register.

12.2. Costs of Copying:

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

13. NO DISCLOSURE OF SENSITIVE INFORMATION

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

14. GENERAL MEETINGS

14.1. Trust to hold annual general meeting:

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

- a) report on the operations of the Te Arawa Group during the preceding Income Year;
- b) present the Annual Report and duly audited Consolidated Financial Statements;

- c) present the proposed Annual Plan;
- d) announce the names of all newly appointed Trustees;
- e) approve the appointment of the auditor for the next Income Year;
- f) approve the Trustees' remuneration;
- g) undertake all other notified business; and
- h) at the discretion of the Chairperson, undertake any other general business raised at the meeting.

14.2. Approval of Trustees' remuneration:

No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Members of Te Arawa present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee.

14.3. Notice of general meeting:

The Trust shall give not less than fifteen (15) days notice of the holding of the annual general meeting, in the following manner:

- a) in writing, sent by electronic form to all Adult Members at the last email address shown for each such Adult Member on the Te Arawa register or where the register does not contain an email address or the Adult Member has elected to receive a notice by post, then the notice must be sent by post to the last postal address shown for each such Adult Member, provided that if notice sent to an electronic address fails and the trustees are aware of the failure then notice must be subsequently sent to the last known physical address.
- b) shown prominently on the Trust's website (or its current electronic platform); and
- c) by any other means as the Trust may determine from time to time.

All such notices shall contain:

- d) the date, time and place of the meeting;
- e) the method of holding the meeting;
- f) the ways in which the member may attend and vote,
- g) an agenda of matters to be discussed, and outline of the resolutions to be put, at the meeting; and

14.4. details of where copies of any information to be laid before the meeting may be inspected. Notice of special meeting:

In addition to the annual general meeting of the Trustees, the Trust shall convene a special general meeting of the Trust on the written requisition of:

- h) the Chairperson and Deputy Chairperson for the time being of the Trust; or
- i) the majority of the Trustees from time to time; or
- j) ten percent (10%) of Adult Members of Te Arawa.

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 Trust setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trust shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

14.5. Annual General Meeting not limited to notified business:

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

14.6. Special Meeting limited to notified business:

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

14.7. Invalidation:

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

14.8. Deficiency of notice:

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

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

14.9. Quorum:

The quorum required for any annual or special general meeting of the Trust shall be fifty (50) Adult Members of Te Arawa attending the meeting by:

- a) being assembled together in person at the time and place for the meeting; and /or
- b) participating in the meeting by electronic means and/ or
- c) a combination of physical and electronic attendees or any other method as the Trust may determine from time to time.

14.10. Chairing of meetings:

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

14.11. Voting:

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Member of Te Arawa present in person or by electronic means or other method of attendance approved by the Trustees shall have one vote. Voting may be by voice or on a show of hands, by approved electronic means where attendees are attending electronically or by other means approved by the trustees. . The chairperson of the meeting may also demand a poll on a resolution

14.12. Adjourned meetings:

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

14.13. Unruly meetings:

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

14.14. Minutes:

The Trust 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.

14.15. Minutes to be evidence of proceedings:

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

14.16. Minutes to be evidence for proper conduct:

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

15. DISCLOSURE OF INTERESTS

15.1. Definition of interested Trustee:

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

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

15.2. Disclosure of interest to other Trustees:

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

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

15.3. Recording of Interest:

A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust.

16. DEALINGS WITH “INTERESTED” TRUSTEES

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

17. PROHIBITION OF BENEFIT OR ADVANTAGE

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

18. DISCLOSURE OF TRUSTEE REMUNERATION ETC

The Trust shall, in accordance with *clause 10.1*, show the amount of any remuneration paid to or fees charged by, any Trustee or any Trustee’s firm and the amount of any premiums paid out of the Trust Fund for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to *clause 21*.

19. ADVICE TO TRUSTEES

19.1. Trustees may rely on advice:

The Trustees may, when exercising their powers or performing their duties as Trustees, rely on reports, statements, financial data and other information prepared or supplied, and on professional or expert advice given, by way of the following persons to the extent only that the Trustees act in good faith, after reasonable enquiry when the need for an enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted:

- a) an employee of the Trust or any director or employee of TAML whom the Trust believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
- 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; and
- c) any other Trustee or member of a committee upon which the Trustee did not serve at the relevant time and in relation to matters that are within that other Trustee’s committee member’s designated authority.

19.2. Trustees may obtain barrister's opinion:

If the Trustees are in doubt over any matter relating to the management and administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister of the High Court of New Zealand of at least seven years' standing. In respect of any such opinion, the Trustees may act without being liable to any person who may claim to be beneficially entitled in respect of anything done in accordance with that opinion. This right to obtain and act upon a Barrister's opinion, however, will not restrict any right on the part of the Trust to apply to the High Court of New Zealand for directions.

20. LIABILITY OF TRUSTEES

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

21. INDEMNITY AND INSURANCE

21.1. Indemnity and insurance for Trustees:

Any Trustee, officer or employee of the Trust or any member of the Te Arawa Group may be indemnified or have their insurance cost met out of the Trust Fund 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 or any member of the Te Arawa Group, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be best interest of the Trust or any member of the Te Arawa Group with the object of fulfilling the Trust Purposes.

21.2. Indemnity and insurance costs to be just and equitable:

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

21.3. Indemnity and insurance re specific trusts:

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

21.4. Record of decisions:

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

22. CENSURE OF TRUSTEES

22.1. 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 Te Arawa Group into disrepute.

22.2. Directors not to bring into disrepute:

The Trust shall also require that any directors or trustees appointed or at the direction of the Trust to any company (or as applicable) any trust which the Trust has an interest do not act in a manner which brings or is likely to bring the Trusts or any member of the Te Arawa Group into disrepute.

22.3. Trustee may be censured:

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any member of the Te Arawa Group may, by a resolution passed by a majority of not less than 75% of the Trustees, be formally censured by the Trustees.

22.4. Censure to be notified:

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

23. GIFTS OR DONATIONS

23.1. Trust may accept specific trusts:

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

23.2. Specific trusts to be separate:

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

23.3. Use of specific trust assets:

The Trust 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 Trust may hold, and the Trust shall also not use the Trust Fund to make good any deficit, loss, damage or breach of trust relating to any specific trust.

23.4. Expenses of specific trusts:

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

24. RECEIPTS FOR PAYMENTS

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

25. CUSTODIAN TRUSTEE

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

- a) The Trust Fund or any part of it may be vested in the custodian trustee as if the custodian trustee were sole trustee;
- b) The management of the Trust Fund and the exercise of all powers and discretions exercisable by the Trust under this Trust Deed shall remain vested in the Trust as fully and effectively as if there were not custodian trustee;
- c) The sole function of the custodian trustee shall be to hold and deal with the trust property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trust for which purpose the custodian trustee shall execute all such documents and perform all such acts as the Trust 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 trustees 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 Trust;
- 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 Fund may be brought or defended in the name of the custodian trustee and the written direction of the Trust and the custodian trustee shall not be liable for the costs;
- g) No person dealing with the custodian trustee shall be concerned to enquire as to the concurrence or otherwise of the Trust or be affected by notice of the fact that the Trust has not concurred.

26. AMENDMENTS TO TRUST DEED

26.1. Special Resolution required:

Subject to *clause 26.2*, all amendments to the Trust Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

26.2. Limitations on Amendment:

No amendment shall be made to the Trust Deed which:

- a) changes the Trust Purposes so that the Trust is no longer required to act for the benefit of the present and future Members of Te Arawa;
- b) changes this clause 26.2;
- c) changes clause 27; or
- d) changes the requirement for a Special Resolution (as defined from time to time) in clause 26.1

26.3. Amendment to make Trust a charity:

Notwithstanding any other provision in this Trust Deed to the contrary, this Trust Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a charity and to qualify for any tax exemptions available from time to time for charitable entities under the provisions of the Income Tax Act 1994, provided that any such amendment:

- a) is made in accordance with clause 25.1; and
- b) does not change the Trust Purposes so that the Trust is no longer required to act for the benefit of the present and future members of Te Arawa

27. TERMINATION OF TRUST

Subject to *clause 26.2* the Trust established by this Trust Deed shall only be terminated or dissolved if the Adult Members of the Te Arawa have, by Special Resolution:

- a) Resolved that it has become impossible, impracticable or inexpedient to carry out the Trust Purposes; and
- b) Nominated a trust or other entity, established for the benefit of the present and future Members of Te Arawa, to which the Trust Fund should be paid (after payment of all relevant costs, debts and liabilities).

28. PERPETUITIES

Unless stated otherwise in the Settlement Act, the perpetuity period for the Trust is the period that commences on the date of this Trust Deed, and ends eighty years less one day after that date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly.

29. ARCHIVING OF RECORDS

29.1. Records to be held for seven years:

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

29.2. Records to be archived:

At the expiry of seven years the Trust shall archive the records of the Trust and companies and other entities in the Te Arawa Group.

29.3. Records may be retained for longer:

Notwithstanding *clauses 29.1 and 29.2* the Trust and any of the companies and other entities within the Te Arawa Group may hold on to any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust of entity to which the information relates.

30. DISPUTE RESOLUTION

30.1. Disputes:

In the event that a dispute arises regarding membership decisions by the Whakapapa Committee of Te Arawa then that dispute shall be referred in the first instance to the Trustees.

30.2. Notice of Dispute:

All disputes referred to the Trustees in accordance with *clause 30.1* shall be submitted to the Trustees by notice in writing and the Trust shall acknowledge receipt in writing within 10 working days of the date of receipt of the notice.

30.3. 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 30.2* then it shall be referred to a Disputes Committee constituted in accordance with *clause 30.4 and 30.5*.

30.4. Dispute 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 30.3*.

30.5. Appointment and composition of Disputes Committee:

A Disputes Committee shall comprise of three members who shall be appointed by the Trustees as follows:

- a) One independent (non-Te Arawa) member nominated by the President from time to time of the Waikato Bay of Plenty District Law Society or his or her nominee, such member to be a barrister or solicitor with 6 or more years experience to act as the chair of the Dispute Committee; and
- b) Two Members of Te Arawa appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such members cannot also be Trustees or employees of the Trust.

30.6. Role of Disputes Committee:

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

30.7. Deliberations of Disputes Committee:

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

30.8. Disputes Committee May convene hui:

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

30.9. Hui to meet notice requirements:

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

30.10. 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.

31. REVIEW OF TRUST DEED

31.1. Review within two years:

At the Special General Meeting held on 15 March 2009 the following resolution was passed: That the current representative model is maintained and the representative model is reviewed within twelve months.

31.2. Process of review:

In conducting the review under *clause 31.1* the Trustee shall:

- a) engage and consult with Te Arawa in order to seek the views of Te Arawa on the terms of this Trust Deed, and in particular the arrangements relating to the election of Trustees and representation of Te Arawa within the Trust; and
- b) have regard to the tikanga of Te Arawa.

31.3. Review to be independently facilitated:

The process of engagement and consultation required by *clause 31.2(a)* shall be undertaken by an independent facilitator appointment by the Trustees. The role of the independent facilitator shall be to:

- a) liaise with the Trustees in the preparation of any discussion materials to be distributed to Te Arawa;
- b) facilitate any hui;
- c) receive, compile and review any written submissions received from Te Arawa; and
- d) make recommendations to the Trustees as to the amendments that should be made to the Trust Deed as a consequence of the information received from the process of engagement and consultation.

31.4. Outcome of review:

Following the completion of the review under clause 31.1, and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 31.3(d), the Trustees shall recommend amendments (if any) to this Trust Deed and seek the approval of those amendments by Special Resolution in accordance with the Fourth Schedule.

FIRST SCHEDULE -MEMBERSHIP OF TE ARAWA AND TE ARAWA REGISTER

1. TRUST TO KEEP REGISTER

1.1. Trust to maintain register:

The Trust shall administer and maintain the Te Arawa Register which is a register of the Members of Te Arawa.

1.2. Register to comply with this Schedule:

The Te Arawa Register shall be confirmed and 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 Te Arawa Register shall record in it the full names, dates of birth and postal addresses and email addresses of the Members of Te Arawa. It shall also record the name of the Hapu in which each member of Te Arawa has nominated for the purposes of Trustee elections. The register will also record an election by a member in relation to preferred communication methods where applicable.

2.2. Registration limited to one Hapu:

Although a Member of Te Arawa may belong by whakapapa to more than one Hapu, each Member of Te Arawa must nominate one Hapu to which they choose to register for the purposes of Trustee elections, and this shall be the only Hapu registration shown for each Member of Te Arawa on the Register. No Member of Te Arawa shall be shown on the Register as registering with more than one Hapu.

2.3. Beneficiary Registration Number:

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

3. APPLICATIONS FOR REGISTRATION

3.1. Form of applications:

All applications for registration as a Member of Te Arawa must be made in writing (by post or electronic means or any other method approved by the Trust from time to time) to the Trust in the form approved by the Trust from time to time. The application must contain:

- a) the full name, date of birth, postal address and email address, if any, of the applicant;

- b) the name of the Hapu to which the applicant claims affiliation for the purposes of Trustee elections;
- c) such evidence as the Trust may from time to time require as to that applicant's status as a Member of Te Arawa and a member of the Hapu to which the application claims to affiliate in terms of paragraph (b) of this rule, including details of a whakapapa (genealogical connection of the applicant to Te Arawa and to the relevant Hapu.

4. DECISIONS AS TO MEMBERSHIP

4.1. Whakapapa Committee to be established:

The Trust shall establish a Whakapapa Committee to make decisions on all applications made pursuant to *rule 3.1* of this Schedule by any person for the recording in the Te Arawa Register of that person's membership of Te Arawa or any of the Hapu.

4.2. Composition of Whakapapa Committee:

The Whakapapa Committee shall comprise 5 members of Te Arawa, appointed by the Trust from time to time, with the expertise and knowledge of Te Arawa whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Te Arawa whakapapa may be appointed to the Whakapapa 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 Trust to the Whakapapa 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 Whakapapa Committee shall consider the application and shall make a decision as to whether the application should be accepted as to the applicant's status as a member of Te Arawa and a member of the Hapu to which the applicant claims to affiliate.

4.5. Successful applications to be notified and registered:

In the event that the Whakapapa Committee decides that the application should be accepted then such decision shall be notified in writing to the Trust, which shall in turn notify the applicant and enter the applicant's name and other relevant details in the appropriate part of the Te Arawa Register. Notices under this clause may be by post or electronic means or any other method approved by the trust from time to time.

4.6. Notification of unsuccessful applicants:

In the event that the Whakapapa Committee decides to decline the application (whether as to the status of the applicant as a Member of Te Arawa or as a member of any Hapu) then such decision shall be conveyed in writing to the Trust together with the reasons for the decision. The Trust shall then notify the applicant in writing of the decision together with the reasons given for the decision. Notices under this clause may be by post or electronic means or any other method approved by the trust from time to time.

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 Whakapapa 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, any previous applications) as to the applicant's status as a Member of Te Arawa or a member of any Hapu

5. CHANGE IN HAPU

5.1. Members may change Hapu:

Any Member of Te Arawa who is registered on the Te Arawa Register may, by applying in writing to the Trust, change the Hapu that he or she is for the time being recorded as registered with.

5.2. Process to change Hapu:

All applications to change Hapu shall be dealt with by the Trust in the same manner as applications for membership as set out in *rule 4* of this *Schedule*

6. MAINTENANCE OF REGISTER

6.1. Trust to establish policies:

The Trust shall take such steps and institute such policies as are necessary to ensure that the Te Arawa Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Te Arawa, including taking steps to ensure that, upon the receipt of appropriate evidence, the names of any deceased Members of Te Arawa are removed from the Te Arawa Register.

6.2. Assistance in identifying membership:

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

6.3. Responsibility of Members of Te Arawa:

Notwithstanding *rules 1.1 and 6.2* of this Schedule it shall be the responsibility of each person who is a Member of Te Arawa (or in the case of those persons under 18 years, the parent or guardian of that person) to ensure that his or her name is included in the Te Arawa Register and that his or her full postal address and email address for the time being is provided and updated along with relevant elections for communication methods where available.

6.4. Consequences of registration:

Registration of any person in the Te Arawa Register as a Member of Te Arawa and as a member of a Hapu shall be conclusive evidence of that person's status as a Member of Te Arawa and the relevant Hapu.

SECOND SCHEDULE -ELECTIONS OF TRUSTEES

1. ELECTION OF TRUSTEES

1.1. This Schedule to apply:

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

1.2. Appointment to be by Rohe:

Each Rohe shall be entitled to elect three Trustees to the board of the Trust.

2. ELIGIBILITY FOR ELECTION:

2.1. Eligibility of Trustees:

To be elected a Trustee must, as at the closing date for nominations:

- a) be recorded in the Te Arawa Register as a member of a Hapu that is within the Rohe that he or she is seeking to be elected to represent; and
- b) not otherwise disqualified from holding office as a Trustee under *rule 15* of this *Schedule*.

2.2. Trustees not to be Trust employees:

A Trustee shall not hold the position of a permanent employee of the Trust.

2.3. Trustees may be Directors:

Nothing in *rule 2.2* of this *Schedule* or elsewhere prevents a Trustee from holding office as a director or trustee of any member of the Te Arawa Group.

3. TERM OF OFFICE

3.1. Term of office:

Subject to *rule 2* of this *Schedule* the Trustees from time to time shall hold office for a term of 3 years.

3.2. Initial Trust elections

The initial elections of the Trust shall commence as soon as possible following the Settlement Date and in any event no later than 3 months after the Settlement Date.

3.3. Eligibility of retiring Trustees:

Trustees retiring from office shall be eligible for reappointment.

3.4. Casual vacancies:

Should:

- a) there be no person elected to replace a Trustee following the expiry of a Trustee's term of office under rule 3.1 of this Schedule; or
- b) any casual vacancy arises prior to the expiry of any Trustee's term of office:
 - i. within 6 months of appointment, then the next highest polling candidates shall be appointed, otherwise
 - ii. that vacancy shall be filled by the holding of a further election in accordance with the wishes of the Rohe members or the provisions in the Schedule, provided, however that,
 - iii. no such election shall be required if the casual vacancy has arisen less than 6 months from the expiry of the term of office for the Trustee who is being replaced.

3.5. Term of casual appointments:

In the case of an appointment made pursuant to *rule 3.4* 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 3.4(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 3.2 of this Schedule; or
- b) In the case of a Trustee appointed pursuant to *rule 3.4(b)*, for the balance of the term of office of the Trustee that he or she has replaced.

4. TIMING OF ELECTIONS

4.1. Elections before AGM

The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under *rule 3.4* be concluded by the time of the annual general meeting of the Trust in that Income Year.

5. MAKING OF NOMINATIONS

5.1. Calling for nominations:

The Trust 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 4* of this Schedule. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with the Trust or such other person as the notice directs.

5.2. Timing for nominations:

All nominations must be lodged with the Trust no later than 15 business days following the date upon which the notice calling for nominations is first given.

5.3. Form of notice:

All notices given under rule 5.1 shall be given in the following manner:

- a) in writing, sent by electronic form to each Member of Te Arawa shown on the Te Arawa Register as entitled to vote at the election of the relevant Trustee or Trustees (being an Adult Member of Te Arawa who is recorded on the Te Arawa Register) as being registered with a Hapu that is within the relevant Rohe at the last email address shown for each such Member on the Te Arawa register or where the register does not contain an email address or the Member has elected to receive a notice by post, then the notice must also be sent by post to the last postal address shown for each such Adult Member, provided that if notice sent to an electronic address fails and the trustees are aware of the failure then notice must be subsequently sent to the last known physical address.
- b) by newspaper advertisement inserted prominently in one or more major metropolitan newspapers and / or provincial newspapers circulating in regions where the Trust considers that a significant number of Members reside: and
- c) on the Trust's website
- d) by advertising on a radio station or radio stations broadcasting in the district or districts where the Trust considers that a significant number of such Members of Te Arawa reside
- e) by such other means as the Trust may determine.

5.4. Inclusion of invitation to register:

Any such notice shall also invite applications from persons who consider that they are entitled to vote in the election for inclusion of their names in the Te Arawa Register, and shall set out the date upon which the registrations close, being the same date as that fixed as the latest date for making and lodging nominations.

5.5. Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing on the form approved by the Trust from time to time and signed by not less than five (5) Adult Members of Te Arawa shown on the Te Arawa Register as being entitled to vote in respect of the election of that Candidate.

5.6. Consent of nominee:

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

6. HOLDING OF ELECTIONS

6.1. Mode of Voting at Elections:

Subject to rule 6.4 of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may either be delivered to the Chief Returning Officer by post, or electronic means, or any other method approved by the Trustees from time to time or at a Waahi Pooti. A Waahi Pooti may, to the extent notified in any advertisement issued in accordance with *rule 6.2* of this Schedule, receive voting forms in respect of the election of Trustees.

6.2. Waahi Pooti to be held:

Subject to *rule 6.4* of this Schedule, a Waahi Pooti shall be advertised in the newspaper or newspapers circulating in the area where the Waahi Pooti is to be held. Such advertisement must be run at least 15 days prior to the date of the Waahi Pooti. The Waahi Pooti shall be held on the closing date for the election

6.3. Candidates with most votes elected:

The successful candidate for election as Trustee by a particular Rohe shall be those candidates who, subject to *rule 6.7* Schedule, receive the most validly cast votes from the Adult Members of Te Arawa who have nominated a Hapu in that Rohe for voting purposes

6.4. No elections in certain circumstances:

In the event that the number of nominees for the position of Trustee in respect of a particular Rohe are equivalent to the number of Trustees positions that are to be filled in a given election, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

6.5. Eligibility to vote:

Subject to rule 6.7 of this Schedule, each Adult Member of Te Arawa shall be eligible to vote in an election of Trustees for the Rohe of his or her nominated Hapu.

6.6. Members Limited to one vote:

Each Adult Member of Te Arawa will only be eligible to vote once for up to three candidates in any given Trustee election

6.7. Date by which Members to be registered:

The date by which an Adult Member of Te Arawa must be recorded, as a member of a Hapu within particular Rohe, on the Te Arawa Register so as to be eligible to vote in the election of a Trustee in respect of that Rohe, shall be the date of the Thursday immediately prior to the election date.

7. NOTICE OF ELECTIONS

7.1. Notice to be given:

Immediately after the closing date for nominations, the Trust 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 6.2 and 7.2*, set a date and venue for the Waahi Pooti.

7.2. Period of Notice:

The Trust shall give not less than 15 days notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 6.1* of this Schedule.

7.3. Method of Giving Notice:

Notice under *rule 7.2* of this Schedule shall be given:

- a) in writing, sent by electronic form to each Member of Te Arawa shown on the Te Arawa Register as entitled to vote at the election of the relevant Trustee or Trustees (being an Adult Member of Te Arawa who is recorded on the Te Arawa Register) as being registered with a Hapu that is within the relevant Rohe at the last email address shown for each such Member on the Te Arawa register or where the register does not contain an email address or the Member has elected to receive a notice by post, then the notice must also be sent by post to the last postal address shown for each such Adult Member, provided that if notice sent to an electronic address fails and the trustees are aware of the failure then notice must be subsequently sent to the last known physical address.
- b) By public advertisement in appropriate media by newspaper advertisement inserted prominently in one or more major metropolitan newspapers and / or provincial newspapers circulating in regions where the Trust considers that a significant number of Members reside: and
- c) on the Trust's website

- d) by advertising on a radio station or radio stations broadcasting in the district or districts where the Trust considers that a significant number of such Members of Te Arawa reside
- e) by such other means as the Trust may determine.

7.4. General Content of Notices:

Every notice given in accordance with *rules 7.3(a) and (b)* of this Schedule shall contain:

- a) a list of the candidates for election as Trustees for the relevant Rohe;
- b) the date, time and place of the Waahi Pooti for the relevant Rohe ; and
- c) the methods by which votes may be cast as set out in *rule 6.1* of this Schedule.

7.5. Additional Content of Election Notice:

Each notice given in accordance with *rule 7.3(a)* of this Schedule shall also contain:

- a) a voting form or link to an electronic form that complies with *rule 8.1*;
- b) details of the procedure to be followed in making a vote in person, by post, or electronically, including the date by which the voting form must be received by the Chief Returning Officer; and

7.6. Additional Information in Other Notices:

Each notice given in accordance with *rule 7.3(b) and (c)* of this Schedule shall also give details about how voting forms may be obtained.

8. VOTING FORMS

8.1. Other details to accompany vote:

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

8.2. Timing of Postal Votes:

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

9. APPOINTMENT OF CHIEF RETURNING OFFICER

9.1. Identity of Chief Returning Officer:

For the purposes of elections the Trust shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Trust, and who shall be a person of standing within the community. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections and may appoint such other persons ('nominee') as he or she considers necessary to assist with the task provided that such persons shall also not be Trustees or employees of the Trust.

9.2. Chief Returning Officer to receive voting forms:

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

9.3. Chief Returning Officer to be present at Waahi Pooti:

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

9.4. 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 Te Arawa who is eligible to vote, and votes, in the relevant election.

9.5. Recording of votes:

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

10. COUNTING OF VOTES

10.1. 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.

10.2. 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 Trust. The Trust 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 14.1(d).

11. RETENTION OF ELECTION RECORDS

11.1. Compiling and notifying election result:

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 content of that packet together with the Role to which the elections relates and the final date for voting in that election. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet to the Trust.

11.2. Retention and disposal of packets:

Subject to rule 13.1(b) of this Schedule the sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trust for a period of 1 year from the closing date for making votes in the election to which the packet relates. At the expiry of that 1 year period the packets shall be destroyed unopened.

12. TERMINATION OF OFFICE OF TRUSTEES

12.1. Correction of Office

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

- a) Retires from office by giving written notice to the Trust;
- b) Completes his or her term of office and is not re-elected;
- c) Refuses to act;
- d) Is absent without leave from 3 consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- e) Becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- f) Becomes bankrupt or makes any composition or arrangement with his or her creditors; or
- g) Is convicted of an indictable offence.

13. RECORD OF CHANGES OF TRUSTEES

13.1. Minute Book to recent Trustee changes

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

THIRD SCHEDULE -PROCEEDINGS OF TRUSTEES

1. TRUSTEES TO REGULATE MEETINGS

1.1. Trustees shall meet:

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

2. NOTICE OF MEETING

2.1. Notice to Trustees:

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

2.2. Content of notice:

Every notice of a meeting shall state the place, day and time of the meeting, and the subject matter 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 a meeting give their written consent to waiver prior to or at the meeting.

2.4. Meeting limited to notified business:

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

3.1. Majority to form a quorum

The majority of Trustees from time to time shall constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1. Trustees to elect:

The first meeting of the Trustees following a Trustee election (excluding election required to fill a casual vacancy) the Trustees shall appoint one of their number to be chairperson ("Chairperson") and (at their discretion) one to be deputy chairperson ("Deputy Chairperson"). The Chair and Deputy Chair must have served at least one term.

4.2. Voting on election:

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

4.3. Termination of office:

The Chairperson or (Deputy Chairperson) will cease to hold office in the event that he or she resigns from that office, ceases to be a Trustee or is removed from the office of Chairperson 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 election shall be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1. Decision by majority vote:

Unless stated otherwise in this Trust Deed, questions arising at any meeting of the Trustees shall be decided by a majority of votes of Trustees at the 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 of their number to be Chairperson of the meeting.

5.3. Vacancies:

The Trustees may act notwithstanding any vacancy 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 the vacancy or vacancies, and for no other purpose.

5.4. Defects of appointments:

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

5.5. Unruly meetings:

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

6. DELEGATION BY TRUSTEES

6.1. Trustees may delegate:

The Trustees may from time to time as they think expedient for carrying out any of the Trust Purposes delegate any one or more of their powers under this Trust Deed to a committee, Trustee, employee or other person.

6.2. Trustees to remain responsible:

Notwithstanding the delegation by the Trustees of any of their powers under rule 6.1 of this Schedule, the Trustees shall remain responsible for the exercise of that power by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:

- a) believed on reasonable grounds when making the delegation that the delegate would exercise the power in accordance with the provisions of this Trust Deed and the duties owed by the Trustees in the exercise of their office under this Trust Deed; and
- b) have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.

6.3. Regulation of procedure by committees:

Subject to these rules and the provisions of this Trust Deed, any committee established by the Trustees may 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 IN LIEU OF MEETING

7.1. Written resolution of Trustees

A written resolution signed by a majority of the Trustees, or by all the members of a committee, shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the trustees or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be) and delivered by hand, by post or electronically.

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 proceeding:

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. ELECTRONIC MEETINGS

9.1. Electronic connection to constitute a meeting:

For the purposes of these rules an electronic 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 Electronic Meetings so long as the following conditions are met:

- a) all of the Trustees or committee members (or as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of an electronic Meeting and to be linked for the purposes of such a meeting. Notice of an electronic Meeting may be given on the telephone;

- b) throughout the Meeting each participant must be able to hear each of the other participants taking part;
- c) at the beginning of the 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 Electronic Meeting by disconnecting his or her phone or other means of communication without first obtaining the Chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of a quorum at all times during the electronic Meeting unless he or she leaves the meeting with the Chairperson's express consent;
- e) a minute of the proceedings at the electronic Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting.

10. FORMS OF CONTRACTS

10.1. Contracts by Deed:

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

10.2. Contracts in writing:

Any other term of contract shall, if made by the Trust, be in writing signed under the name of the Trust by a person acting with express or implied authority of the Trustees.

10.3. Contracts pursuant to resolution:

Notwithstanding anything to the contrary in this *clause* 10, no contract made by or on behalf of the Trust shall be invalid by reason only that it was not made in the manner provided by this clause if it was made pursuant to a resolution of the Trustees.

FOURTH SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. THIS SCHEDULE TO APPLY

1.1. A special Resolution to:

- a) approve a Major Transaction in accordance with clause 2.5; or
- b) amend this Trust Deed in accordance to clause 26; or
- c) wind up the Trust in accordance with clause 27; or
- d) shall only be passed as set out in this Schedule.

2. VOTING AND SPECIAL GENERAL MEETING

2.1. Means of voting:

Voting on a Special Resolution shall occur by:

- a) placing voting forms into a ballot box in person at the special general meeting held for the purposes of considering the Special Resolution;
- b) by postal vote; or
- c) electronic voting process approved by the Trustees; or
- d) any other process approved by the Trustees.

3. VOTING

3.1. 75% approval required:

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

4. SPECIAL GENERAL MEETING REQUIRED

4.1. SGM required for special resolution:

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

5. NOTICE

5.1. Notice of special general meeting:

The Trust shall; give not less than 20 Business Days notice of the date, time, manner and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the vote and the special general meeting shall be given in the same notice).

5.2. Method of giving notice:

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

- a) in writing, sent by electronic form to all Adult Members at the last email address shown for each such Adult Member on the Te Arawa register or where the register does not contain an email address or the Adult Member has elected to receive a notice by post, then the notice must also be sent by post to the last postal address shown for each such Adult Member
- b) By public advertisement in appropriate media by newspaper advertisement inserted prominently in one or more major metropolitan newspapers and / or provincial newspapers circulating in regions where the Trust considers that a significant number of Members reside: and
- c) on the Trust's website
- d) by advertising on a radio station or radio stations broadcasting in the district or districts where the Trust considers that a significant number of such Members of Te Arawa reside
- e) by such other means as the Trust may determine.

5.3. Content of notice to members:

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

- a) the date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- b) details of the proposed Special Resolution;
- c) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- d) The methods by which votes may be cast;
- e) details of the procedure to be followed in making a vote in person, by post or electronically, including the date postal voting closes;and

f) a voting form or process.

5.4. Consent of advertisement:

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

6. VOTING

6.1. Other details to accompany vote:

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

6.2. Timing of postal votes:

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

6.3. Votes may be received at the special general meeting:

Voting forms, may be delivered to the Chief Returning Officer at the Special General Meeting, rather than being posted or sent electronically.

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1. Appointment of Chief Returning Officer:

For the purposes of the Special Resolution, the Trust shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust, and who shall be a person of standing within the community.

7.2. Chief Returning Officer to receive voting form:

Voting forms must be addressed to the Chief Returning Officer.

7.3. Chief Returning Officer to be present at Special General Meeting:

The Chief Returning Officer must be present at the special general meeting. 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 special general meeting.

7.4. Only one vote to be cast:

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Te Arawa who votes on the Special Resolution.

7.5. Recording the votes:

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

8. COUNTING OF VOTES

8.1. All votes to be counted:

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

9. 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 Trust.

10. PROCEEDINGS AT SPECIAL GENERAL MEETING

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

FIFTH SCHEDULE

TE ARAWA HAPU

Ngati Hinekura
Ngati Hinemihi
Ngati Hinerangi
Ngati Hurunga Te Rangi
Ngati Kahuupoko
Ngati Karenga
Ngati Kawiti
Ngati Kearoa
Ngati Kereru
Ngati Kuri
Ngati Makino
Ngati Marukukere
Ngati Maoemiti
Ngati Moko
Ngati Ngararanui
Ngati Ngata
Ngati Paruaharanui
Ngati Pikiaio
Ngati Pukaki
Ngati Rangiiwaho
Ngati Rangiteaorere
Ngati Rangitihī
Ngati Rangiwewehi
Ngati Rehu
Ngati Rereamanu
Ngati Ririū
Ngati Rongomai
Ngati Taeotu
Ngati Tahu
Ngati Tamakari
Ngati Tamateatutahi
Ngati Taoi
Ngati Tarawhai
Ngati Tawhaki
Ngati Ngakau
Ngati Te Purei
Ngati Te Rangiunuora
Ngati Te Takinga
Ngati Tu
Ngati Tuara
Ngati Tuheke
Ngati Tumatawera
Ngati Tunohopu
Ngati Tuohonoa
Ngati Tura

Ngati Tutaki-a-Hani
Ngati Tutaki-a-Koti
Ngati Tutenuiu
Ngati Uenukukopako
Ngati Wahanui
Ngati Waahiao
Ngati Waoku
Ngati Whakahemo
Ngati Whakakeu
Ngati Whakaokorua
Ngati Whaoa
Tapuika
Te Roro o Te Rangī
Tuhourangi
Waitaha

SIXTH SCHEDULE

ROHE OF TE ARAWA

Te Kawatapuārangi

Ngati Hinekura	Ngati Hinerangi	Ngati Kuri	Ngati Makino
Ngati Marukukere	Ngati Moko	Ngati Paruāharanui	Ngati Pikiāo
Ngati Rereamanu	Ngati Rongomai	Ngati Tamakari	Ngati Tamateatutahi/Kawh
Ngati Te Rangiuuora	Ngati Te Tākinga	Ngati Tuheke a Hani	Ngati Tutaki-a-Koti
Ngati Wahanui	Ngati Whakahemo	Ngati Whakaokorua	Ngati Moemiti

Te Ure o Uenukukopako

Ngati Hurunga Te Rangi	Ngati Karenga	Ngati Kearoa	Ngati Kereru
Ngati Ngararanui	Ngati Ngata	Ngati Pukaki	Ngati Rangiiwaho
Ngati Rangiteaorere	Ngati Rangiwewehi	Ngati Rehu	Ngati Ririū
Ngati Taeotu	Ngati Tahu	Ngati Tawhaki	Ngati Te Ngakau
Ngati Te Purei	Ngati Tuara	Ngati Tunohopu	Ngati Tura
Ngati Tutenu	Ngati Uenukukopako	Ngati Waoku	Ngati Whakakeu
Ngati Whakaue	Ngati Whaoa	Te Roro o Te Rangi	

Tuhourangi

Tuhourangi	Ngati Tumatawera/ Kahuupoko	Ngati Rangitihi	Ngati Taoi
Ngati Tarawhai	Ngati Tu	Ngati Tuohonoa	Ngati Waahiao
Ngati Hinemihi			

SIGNED BY Darrell Guy Rangitahi PENE
In the presence of:



(Signature)

Witness:

.....
NGAWINI NORTH CROFT

Signature



Full Name

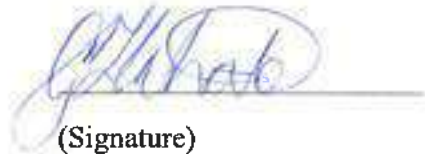
.....
ROTORUA

Residential Address

.....
MK COMPLIANCE EXECUTIVE

Occupation

SIGNED BY Georgina Frances WHATA
In the presence of:



(Signature)

Witness:



Signature



Full Name


.....
Aneta Jones - 39 Willow Ave, Hammers Bay

Residential Address

.....
~~Business~~ Business Administrator

Occupation

SIGNED BY Nuki Margaret NICHOLSON
In the presence of:



(Signature)

Witness:

.....NGAWINI NORTHGROVE.....

Signature


.....

Full Name

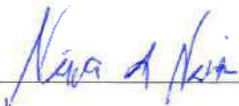
.....ROTORUA.....

Residential Address

.....MK COMPLIANCE EXECUTIVE.....

Occupation

SIGNED BY Niwa Ranji NURI
In the presence of:



(Signature)

Witness:

.....NGAWINI NORTHGROVE.....

Signature


.....

Full Name


.....ROTORUA.....

Residential Address

.....MK COMPLIANCE EXECUTIVE.....

Occupation

SIGNED BY: Te Ururoa James William Ben FLAVELL



(Signature)

In the presence of:

Witness:

..... NGAWINI MCARTHUR

Signature



.....

Full Name

..... ROTORUA

Residential Address

..... MK COMPLIANCE EXECUTIVE

Occupation

SIGNED BY Noble Thomson CURTIS
In the presence of:



(Signature)

Witness:

..... NGANINI NORTHCROFT

Signature



Full Name

..... ROTORUA

Residential Address

..... MK COMPLIANCE EXECUTIVE

Occupation

SIGNED BY Geoffrey Paora ROLLESTON
In the presence of:



(Signature)

Witness:

..... NGANINI NORTHCROFT

Signature



Full Name

..... ROTORUA

Residential Address

..... MK COMPLIANCE EXECUTIVE

Occupation

SIGNED BY Roana Marie BENNETT
In the presence of:



(Signature)

Witness:

.....
NGAWINI NORTHCROFT

Signature



Full Name

.....
ROTORUA

Residential Address

.....
MK COMPLIANCE EXECUTIVE

Occupation

SIGNED BY Arapeta Petera TAHANA
In the presence of:



(Signature)

Witness:

.....
NGAWINI NORTHCROFT

Signature



Full Name

.....
ROTORUA

Residential Address

.....
MK COMPLIANCE EXECUTIVE

Occupation