

DEED OF TRUST

TE TŌTARAHOE O PAERANGI

DATED

[INSERT]

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TRUST DEED OF TE TŌTARAHOE O PAERANGI

Executed as a deed on the XX day of XX 2017

PREAMBLE

Whaia i te pare-i-te-taitonga

Tērā taku Ika e muramura ana te ahi kā o Paerangi

Pursue that which wards off the southern winds (Paretetaitonga)

There you will find my land where the fires of occupation of Paerangi kindle

A. Ko Ngāti Rangi ngā uri a Paerangi atua, a Paerangi tipua, a Paerangi tupuna e hono kau ana ki te mana tuku iho o ngā Atua o te pō heke iho ki a Matua te Mana. He hono tāngaengae i whakatōkia ki roto i te ira tangata taka iho ki a tātau ngā uri whakatupu o Ngāti Rangi, mai te wā i tapaina tō tātau maunga e Māui Tikitiki-a-Taranga e mea ana:

*Nāku te ika i hī, nāku anō i whakatau
Ki te haere, whaia i te pare-i-te-tai-tonga tērā taku ika*

Ngāti Rangi are the descendants of Paerangi the God of the Milky Way, of the demi-god and ancestor and connect directly to the mana of the pantheon of Gods and of the mountain, Ruapehu. This metaphysical connection comes from the beginning of time and flows in the veins of the descendants of Ngāti Rangi since the time that Māui Tikitiki-a-Taranga named and recorded its name in the following proverb:

*It was I that fished up and calmed the Great Fish
If you are to search for it, look for the mountain that wards off the southern winds
For there is my Great Fish*

B. Nō Matua te Mana te mana motuhake o Ngāti Rangi, te iwi o Paerangi, heke iho ki a tātau e hāpai ana, e pupuru ana i te mana atua, i te mana whenua, i te mana tupuna urunga tomo ki hēnei rangi ki te mana kei te kaupapa tangata. Ko tōna mana, e hono kau ana ki ngā maunga whakahī me ngā wai tuku kiri o te Ika nui. Nō reira, me pēnei anō, ko te mana motuhake o hāna uri o Ngāti Rangi te tū nei hei tohu, hei whakaatu ki te ao.

Muramura te ahi kā o Paerangi, muramura hoki ko au

The mana motuhake of Ngāti Rangi, the descendants of Paerangi, emanates from Ruapehu (Matua te Mana) and this responsibility has been carried from our origins as a people through to the present. Our mana motuhake connects to our mountains,

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land and waterways. This responsibility that continues to be exercised stands as a testament to Ngāti Rangi as a tribal nation.

I am the eternal flame of the House of Stone of Paerangi

- C.** Ngāti Rangi have, since time immemorial, maintained mana motuhake and exercised rights and responsibilities in relation to our rohe and to our whanaunga in accordance with our kawa, tikanga and ritenga.
- D.** Currently active marae of Ngāti Rangi include, but are not limited to Raketapauma Marae, Kuratahi Marae Kāinga, Te Ao Hou Marae, Tirorangi Pā, Tirohia Kāinga, Ngā Mōkai Papa Kāinga, Maungārongo Marae, Mangamingi Pā, Tuhi Ariki Pā, Raetihī Pā (*Te Puke*), Marangai Marae and Mote Katoa Pā. This list is not exclusive or exhaustive and is a reflection of those marae who are currently active. It also includes marae shared with other iwi.
- E.** Since the signing of te Tiriti o Waitangi at Whanganui in May 1840, Ngāti Rangi has fulfilled its obligations as a Tiriti/Treaty partner, and consistently raised their grievances directly with the Crown.
- F.** Ngāti Rangi has been an active participant in the Waitangi Tribunal's National Park (Wai 1130) and Whanganui Land (Wai 903) district inquiries, both of which have been concluded. The Waitangi Tribunal's *Te Kāhui Maunga: The National Park District Inquiry Report* was released in November 2013, whilst its *He Whiritaunoka: The Whanganui Lands Report* was released in October 2015.
- G.** On 1 March 2013, Ngāti Rangi gave the Ngāti Rangi Trust a mandate to negotiate a deed of settlement with the Crown.
- H.** Settlement negotiations between the Crown and representatives of Ngāti Rangi in relation to the historical Treaty of Waitangi claims of Ngāti Rangi took place between 2014 and 2017.
- I.** By deed of settlement, Rukutia Te Mana, dated **[Date 2017]**, Ngāti Rangi and the Crown will agree the terms of the settlement of the historical Treaty of Waitangi claims of Ngāti Rangi.
- J.** As part of the Ngāti Rangi settlement it is necessary for a Ngāti Rangi post-settlement governance entity to be established to implement the terms of the settlement, and receive and manage the settlement redress, on behalf and for the benefit of Ngāti Rangi.
- K.** It is therefore desired to establish a new governance entity for Ngāti Rangi – Te Tōtarahoe o Paerangi - that will:
 - (a) be the post-settlement governance entity for the purpose of the settlement of the historical Treaty of Waitangi claims of Ngāti Rangi that is contained in Rukutia Te Mana;
 - (b) in so doing, act on behalf and in the beneficial interests of Ngāti Rangi to:

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- (i) advance the cultural, social, environmental and economic aspirations of Ngāti Rangi;
- (ii) uphold and protect the mana of the iwi and our rohe; and
- (iii) empower the mana of Ngāti Rangi.

L. It is intended that the Ngāti Rangi Trust will be consolidated as a subsidiary within the group structure of Te Tōtarahoe o Paerangi.

INTRODUCTION

This Trust Deed sets out the purposes and powers, and provides for the governance, control and operation of Te Tōtarahoe o Paerangi

TERMS OF TRUST

1. NAME AND OFFICE

1.1 Name of Trust:

The name of the trust established by this Deed shall, from the date of this Deed, be “Te Tōtarahoe o Paerangi”.

1.2 Registered Office:

The physical address of the Registered Office of the Trust shall be such office as the Trustees may from time to time designate and publicly notify.

2. DEFINITIONS AND INTERPRETATIONS

2.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

“Adult Member of Ngāti Rangi” means a Member of Ngāti Rangi who is 18 years of age or over.

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

“Annual Plan” means the annual plan of the Trust which is prepared in accordance with *clause 15.1*.

“Annual Report” means the annual report of Trust Group which is prepared by the Trustees in accordance with *clause 16.1*.

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“Balance Date” means 30 June or any other date that the Trustees by resolution adopt as the date up to which the Trust’s financial statements are to be made in each year.

“Beneficial Entity” means any entity or trust that:

- (a) Represents, or has as its beneficiaries, some or all of the Members of Ngāti Rangi; and
- (b) Does not represent, or have as its beneficiaries, any person who is not a Member of Ngāti Rangi.

“Business Day” means any day on which registered banks are open for business in Ohakune.

“Chair of Te Kāhui o Paerangi” means the individual from time to time appointed in accordance with tikanga as the Chair of Te Kāhui o Paerangi.

“Chairperson” means the chairperson from time to time of the Trust appointed by the Trustees in accordance with *rule 2* of the Third Schedule.

“Chief Executive” means the person appointed in accordance with *clause 12.1*.

“Commercial Activities” means any activity carried out in pursuit of the Trust Purpose that has as its principal objective the generation of sustainable financial or economic returns including without limitation the management and administration of the Trust Assets.

“Consolidated Financial Statements” means the consolidated financial statements of the Trust Group prepared by the Trustees in accordance with *clause 16.1*.

“Cultural Activities” means any activity carried out in pursuit of the Trust Purpose that has as its principal objective to serve the needs of Ngāti Rangi now and in the future, and may include without limitation:

- (a) the strengthening of te reo me ngā tikanga o Ngāti Rangi;
- (b) the provision of assistance and support to Ngāti Rangi marae, hapū, Beneficial Entity or Trust Entity for the cultural and social development of Ngāti Rangi;
- (c) the provision of support and assistance to Members of Ngāti Rangi in respect of education, housing, health, age care and relief of those suffering from mental or physical sickness or disability;
- (d) the development and enhancement of community and cultural facilities for the benefit of Ngāti Rangi;

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- (e) entering into and implementing arrangements with the Crown and local authorities, including but not limited to, Ngāti Rangi relationships with the Crown and local authorities as set out in the Deed of Settlement;
- (f) development, enhancement and management of environmental and natural resources, including upholding and protecting the mana and health and wellbeing of Te Kāhui Maunga and Te Waiū o te Ika; and
- (g) such other activities as set out in the Annual Plan from time to time.

“Custodian Trustee” means the custodian trustee that may be appointed or incorporated in accordance with *clause 9.1*.

“Deed” and **“Trust Deed”** mean this deed of trust and include the background and the schedules to this deed.

“Deed of Settlement” means the deed of settlement to be entered into between Ngāti Rangi and the Crown on **[Date 2017]** in relation to the settlement of the historical Treaty of Waitangi claims of Ngāti Rangi, and any related agreements between Ngāti Rangi and the Crown subsequent to the signing of the Deed of Settlement, including in relation to the Tongariro National Park.

“Deputy Chairperson” means the deputy chairperson from time to time of the Trust if one is appointed in accordance of *rule 2* of the Third Schedule.

“Disputes Committee” means a committee formed in accordance with *clauses 31.4 and 31.5*.

“Establishment Period” means the period of appointment of the Initial Trustees being the period from the date of this Trust Deed until the date following the Settlement Date on which Trustees are first appointed or elected in accordance with the procedures set out in the Second Schedule.

“Five Year Strategic Plan” means the strategic plan of the Trust prepared in accordance with *clause 15.2*.

“General Meeting” means a general meeting held in accordance with *clause 20*.

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

“Initial Trustees” means the Trustees identified in *clause 6.1*.

“Major Transaction” in relation to any member of the Trust Group means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than half the value of the Trust’s Assets before the acquisition; or

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(b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than half the value of the Trust's Assets before disposition; or

(c) a transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Trust's Assets before the transaction;

but does not include:

(d) any acquisition or receipt of Property by any member of the Trust Group by gift;

(e) any acquisition or receipt of Property by any member of the Trust Group pursuant to the Deed of Settlement, the Settlement Legislation or otherwise pursuant to the terms of any settlement between Ngāti Rangi and the Crown; or

(f) any acquisition or receipt of Property by any member of the Trust Group as a consequence of the wind-up or dissolution of, or otherwise from, the Ngāti Rangi Trust or its subsidiaries;

(g) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust's Assets (whether the Assets are held by the Trust or any other member of the Trust Group); or

(h) any acquisition of Property by a member of the Trust Group from any other member of Trust Group; or

(i) any disposition of Property by a member of the Trust Group to any other member of the Trust Group;

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 half of the value of the Trust's Assets for the purpose of securing the repayment of money or the performance of an obligation.

For the purposes of paragraphs (a) to (c) of this definition, the value of the Trust's Assets shall be calculated based on the value of the assets of the Trust Group.

“Member” or “Member of Ngāti Rangi” means an individual referred to in the definition of Ngāti Rangi in *clause 2.2*

“Member of Te Kāhui o Paerangi” means an individual appointed from time to time in accordance with tikanga as a representative in Te Kāhui o Paerangi.

“Private Notice” means a notice in writing that is sent by any means that is private to the recipient, including by post, facsimile, or in electronic form (including email).

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

“Provisional Vote” means a vote cast pursuant to the relevant rules in the Second Schedule or the Fourth Schedule, as the case may be.

“Public Notice” means a notice that:

- (a) is published in a newspaper or newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Rangi reside; and
- (b) may also be published by pānui or electronic media, including radio or television.

“Register” means the register of Members of Ngāti Rangi to be maintained by the Trustees in accordance with the First Schedule.

“Related Person” has the same meaning as provided in the Income Tax Act 2007.

“Returning Officer” means as the context requires:

- (a) the person appointed from time to time as Returning Officer for the purposes of Trustee elections in accordance with *rule 8* of the Second Schedule; or
- (b) the person appointed as Returning Officer for the purposes of a Special Resolution in accordance with the Fourth Schedule.

“Settlement Legislation” means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement, including any amendments to such Acts, including any Acts in relation to the Tongariro National Park.

“Settlement Date” means the date defined as the Settlement Date in the Settlement Act.

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

“Statements of Intent” means the statements of intent prepared by a Trust Entity in accordance with *clause 17.1*.

“Subsequent Trustees” means the first Trustees appointed or elected following the Settlement Date in accordance with the procedures set out in the Second Schedule.

“Te Kāhui Maunga” means the mountains of the central North Island that are currently within the Tongariro National Park and the indivisible and inextinguishable relationship of Ngāti Rangi and other iwi of the Kāhui Maunga.

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“Te Kāhui o Paerangi” means the tikanga-based iwi forum identified in *clause 10*.

“Te Kāwai o Taiwiri” means the committee appointed in accordance with the rules in the First Schedule.

“Te Pae Tuarā” means the tikanga-based collective identified in *clause 11*.

“Te Waiū-o-te-Ika” means the living and indivisible whole of Te Waiū-o-te-Ika, comprising the Whangaehu River and its tributaries, including physical (including mineral) and metaphysical elements, from Te Wai ā-Moe to the sea.

“Trust” means the trust created by this Deed which is to be called Te Tōtarahoe o Paerangi;

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

“Trust Entity” means:

- (a) a wholly owned or controlled company, trust or other entity established by the Trust for the purpose of receiving, holding and managing for so long as it is to be retained, any Trust Assets;
- (b) a wholly owned or controlled company, trust or other entity established by the Trust for any other purpose;
- (c) a wholly owned or controlled company, trust or other entity of the Trust established by any party at any time for any purpose;
- (d) includes any subsidiary of a Trust Entity established by the Trust;

but does not include Te Kāhui o Paerangi or Te Pae Tuarā.

“Trust Group” means the Trust and any Trust Entity.

“Trust Purpose” means the purpose set out in *clause 4.1*;

“Trustees” means:

- (a) during the Establishment Period, the Initial Trustees; and
- (b) otherwise, the trustees appointed from time to time in accordance with the Second Schedule of this Deed to act as the trustees for the time being of the Trust;

and **“Trustee”** shall mean any one of those persons.

2.2 **Ngāti Rangi:**

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In this Trust Deed, “**Ngāti Rangi**” means:

- (a) the collective group composed of individuals who descend from one or more of Ngāti Rangi's ancestors; and
- (b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph (a), including the following groups:
 - (i) Ngāi Tuhi Ariki:
 - (ii) Ngāti Hīoi:
 - (iii) Ngāti Parenga:
 - (iv) Ngāti Rangi-ki-tai:
 - (v) Ngāti Rangihaeereroa:
 - (vi) Ngāti Rangipoutaka:
 - (vii) Ngāti Rangiteauria:
 - (viii) Ngāti Rangituhia:
 - (ix) Ngāti Tongaiti
 - (x) Ngāti Tui-o-Nuku:
 - (xi) Uenukumanawawiri:
 - (xii) Ngāti Patutokotoko; and
- (c) every individual referred to in paragraph (a).

For the purpose of the definition of “**Ngāti Rangi**”:

“**Ngāti Rangi's ancestor**” means an individual who:

- (a) exercised customary rights by virtue of being descended from:
 - (i) Paerangi-i-te-Whare-Toka (also known as Paerangi or Paerangi-o-te-Moungaroa); or
 - (ii) Taiwiri (including her three principal children: Rangituhia, Rangiteauria and/or Uenukumanawawiri); or
 - (iii) Ururangi; or
 - (iv) Tāmuringa; or.
 - (v) a recognised ancestor of any of the hapū listed in paragraph (b) above; and

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- (b) exercised customary rights predominantly in relation to the Ngāti Rangi area of interest after 6 February 1840.

“Ngāti Rangi area of interest” means the area of interest of Ngāti Rangi as identified and defined in the Deed of Settlement;

“customary rights” means rights according to Ngāti Rangi tikanga (Māori customary values and practices), including –

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

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

- (i) birth; or
- (ii) legal adoption; or
- (iii) Māori customary adoption in accordance with Ngāti Rangi tikanga.

2.3 Interpretation

In this Trust Deed, unless the context otherwise requires:

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

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3. ESTABLISHMENT OF TRUST

3.1 Trust Established:

The Trustees acknowledge that they hold the Trust Assets upon the trusts and with the powers set out in this Deed.

3.2 Trustees:

The Trustees have all the fiduciary duties and obligations of normal trustees in addition to any obligations under this Deed.

3.3 Trust Fund:

The Trustees have received the sum of \$10.00 to constitute the trust fund and the Trustees acknowledge the receipt of that sum. The Trustees declare that they hold the sum of \$10.00 together with all other money and property which may be added to it by way of capital or income upon the trusts and with the powers set out in this Trust Deed.

3.4 Trust Governance:

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

4. PURPOSE OF TRUST

4.1 Purpose of the Trust:

The purpose for which the Trust is established is to receive, manage, hold and administer the Trust Assets on behalf of and for the benefit of present and future Members of Ngāti Rangi in accordance with this Deed, including without limitation:

- (a) the promotion of the social, cultural, spiritual, educational, environmental and economic advancement and wellbeing of Ngāti Rangi and its Members;
- (b) the promotion of the health and wellbeing generally, including of the aged or those suffering from mental or physical sickness or disability, of Ngāti Rangi and its Members;
- (c) providing for the ongoing maintenance and establishment of places of cultural or spiritual significance to Ngāti Rangi and its Members, including marae;
- (d) the promotion and advancement of the social and economic development of Ngāti Rangi including, without limiting the generality of this purpose, by the promotion of business, commercial or vocational training or the enhancement of community facilities in a manner appropriate to the particular needs of Ngāti Rangi;
- (e) the promotion and protection of the health and wellbeing of Te Kāhui Maunga and Te Waiū-o-te-Ika;

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- (f) acting as the post-settlement governance entity for Ngāti Rangi for the purpose of the settlement of the historical Treaty of Waitangi claims of Ngāti Rangi, including receiving or administering any redress in relation to the Tongariro National Park or Te Kāhui Maunga;
- (g) implementing the terms of the settlement of the historical Treaty of Waitangi claims of Ngāti Rangi contained in the Deed of Settlement and the Settlement Legislation;
- (h) ensuring that any Commercial Activities and Cultural Activities are appropriately structured to serve the Trust Purpose; and
- (i) any other purpose that is considered by the Trustees from time to time to be beneficial to Ngāti Rangi and its Members.

5. POWERS OF TRUST

5.1 Powers of Trust:

The Trustees continue to have all the powers of a natural person and may exercise those powers in accordance with the terms of this Trust.

Without limiting in any way the generality of the foregoing, the Trustees shall have the power:

- (a) to receive or accept, or to make any disposition of, any real property, including any interest of any type in real property (whether corporeal or incorporeal hereditament);
- (b) to receive or accept, or to make any disposition of, any personal property (whether chattels, choses in action, intellectual property, and otherwise howsoever), including any interest of any type in personal property;
- (c) to receive or grant any security, including any mortgage, pledge, charge, security interest, or otherwise howsoever, in relation to all, or any part of, the Property;
- (d) to issue or take any debt or equity security; and
- (e) to borrow or to lend money.
- (f) to contract, to grant a release or power of attorney, appoint an agent or receiver, and settle property on, or declare, a trust;
- (g) to sue or be sued;
- (h) manage the Trust's affairs, activities, assets and liabilities and otherwise further the Trust Purpose through the Trust Entities and such other persons, entities, enterprises or arrangements as the Trustees consider appropriate;

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- (i) promote and seek the registration of Members of Ngāti Rangi irrespective of where they reside;
- (j) employ or contract any employee or contractor, to manage or assist in the day to day management and administration of the Trust;
- (k) employ or contract any financial advisor, lawyer, accountant or other professional person and obtain any advice, opinion or information from them;
- (l) maintain the Registered Office of the Trust;
- (m) to distribute benefits, directly or indirectly, to:
 - (i) Members of Ngāti Rangi, irrespective of where they reside; or
 - (ii) any Beneficial Entity; or
 - (iii) any Trust Entity; or
 - (iv) Te Kāhui Maunga or Te Waiū o te Ika,
- as, when and in such manner as the Trustees may decide; and
- (n) generally to do all such other lawful acts and things that are incidental or conducive to fulfilling the Trust Purpose.

5.2 Discretion to manage Trust affairs:

Subject to the obligations imposed by this Deed, the Deed of Settlement and the Settlement Legislation, 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.

5.3 Restriction on Major Transactions:

Notwithstanding *clause 5.2*, the Trustees

- (a) must not enter into a Major Transaction; and
- (b) must ensure that any Trust Entities are established on terms which provide that such Trust Entities must not enter into a Major Transaction;

unless that Major Transaction:

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

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6. INITIAL TRUSTEES

6.1 Initial Trustees

Pending election and appointment of Trustees in accordance with the Second Schedule, the initial 7 trustees shall be:

- (a) Shar Harold Koroniria Amner;
- (b) Raana Virginia Mareikura;
- (c) Darnielle Tomairangi Mareikura;
- (d) Brendon Corey Jah Fari Morgan;
- (e) Soraya Waiata Peke-Mason;
- (f) Keria Ngakura Ponga; and
- (g) Cassandra Kathleen Katarina Reid.

6.2 Establishment Period:

The Initial Trustees shall hold office from the date of this Trust Deed until the date on which they are succeeded by the election of Trustees in accordance with the procedure set out in the Second Schedule.

7. APPOINTMENT AND RESPONSIBILITIES OF TRUSTEES

7.1 Trustees

Subject to *clause 6.1*, the Trust shall have seven (7) trustees, provided however that the Trust may from time to time have less than seven (7) Trustees in the event of the early cessation of office of a Trustee and pending the appointment of a replacement Trustee.

7.2 Appointment:

With the exception of the Initial Trustees, who shall hold office as at the date of this Deed, Trustees shall be appointed to office in accordance with the rules set out in the Second Schedule.

7.3 Extent of Trustees' discretion to manage Trust affairs:

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

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7.4 Proceedings of Trustees:

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

7.5 Fundamental Duty

When exercising powers or performing duties, each Trustee:

- (a) must act in good faith and in a manner that the Trustee believes on reasonable grounds is in the interests of Ngāti Rangi;
- (b) must not act or agree to act in a manner which unfairly prejudices or unfairly discriminates against any particular Members of Ngāti Rangi unless that Trustee believes on reasonable grounds that the fundamental duty set out in paragraph (a) requires such action and that the action will not breach the Trustees' fiduciary duties and obligations; and
- (c) must not act in a manner which brings or is likely to bring Ngāti Rangi, the Trust or any Trust Entity into disrepute.

7.6 Compliance with this Deed

The Trustees must not, collectively or individually, act or agree to act in a manner that contravenes this Deed.

7.7 Standard of care

Every Trustee, when exercising powers or performing duties as a Trustee, must exercise the care, diligence and skill to be reasonably expected of a person acting in like circumstances, taking into account any special skills or experience that the Trustee has.

7.8 Trustee Remuneration

In respect of the remuneration of Trustees:

- (a) the Trustees may in their discretion, after seeking external professional advice about suitable remuneration, recommend reasonable remuneration for the Trustees;
- (b) unless prescribed by a third party in the terms of any funding contract, and subject to paragraph (d), such recommended remuneration must be approved by a resolution of Adult Registered Members of Ngāti Rangi;
- (c) such remuneration may be prescribed and approved in the form of a meeting fee or as a total amount payable per annum; and
- (d) the remuneration for the Initial Trustees, who will be appointed before the first annual general meeting, may be set by the Initial Trustees for the

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period they hold office as Initial Trustees on the basis of external professional advice.

This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director, trustee or board member of any Trust Entity.

7.9 Trustee Expenses

Trustees will be entitled to be reimbursed reasonable expenses properly incurred in the conduct of his or her duties as a Trustee.

7.10 Trustees may rely on advice:

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

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

7.11 Trust may obtain a legal opinion:

If the Trustees are in doubt over any matter relating to the management and administration of the Trust Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a lawyer who has held a practising certificate for at least ten (10) years. The right to obtain and act upon a legal opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

7.12 Liability of Trustees

Each Trustee:

- (a) accepts the duties, obligations and liabilities attaching to the office of Trustee under this Deed when he or she:
 - (i) signs the Nomination Form for election as Trustee; or
 - (ii) in the case of the Initial Trustees, signs this Deed; or
 - (iii) in the case of an Advisory Trustee, signs a declaration agreeing to be bound to the terms of this Deed;
 - (iv) in the case of a Custodian Trustee, signs a declaration agreeing to be bound to the terms of this Deed; and
- (b) shall only be liable for losses attributable to:

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- (i) his or her dishonesty; or
- (ii) his or her wilful commission or omission of an act that he or she knows or should have known to be a breach of this Deed.

7.13 Indemnity and insurance for Trustees:

Any Trustee, officer or employee of the Trust may be indemnified or have their insurance costs met out of the Trust Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust, where:

- (a) those proceedings do not arise out of any breach of trust or illegal act by the Trustee, officer or employee; and
- (b) he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust Purpose.

7.14 Indemnity and insurance costs to be just and equitable:

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

7.15 Indemnity and insurance for specific trusts:

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

7.16 Record of decisions:

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

7.17 Disclosure of Trustee Remuneration:

The Trustees shall show the amount of any remuneration paid to any Trustee and the amount of any premiums paid out of the Trust Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to *clauses 7.13 to 7.15*.

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8. ADVISORY TRUSTEES

8.1 Appointment of Advisory Trustees

In addition to the Trustees appointed in accordance with the rules set out in the Second Schedule, and after the Establishment Period, the Trustees may appoint an Advisory Trustee or Advisory Trustees and on any such appointment or incorporation the following provisions shall have effect:

- (a) The sole function of the Advisory Trustee(s) shall be to attend meetings and advise the Trust on any matters requested by the Trustees;
- (b) The Advisory Trustee(s) may be remunerated from the Trust for their services; and
- (c) The Advisory Trustee(s) shall not be liable for any act or default on the part of any of the Trustees, provided the Advisory Trustee(s) is not knowingly a participant in any wilful breach of trust by such Trustee(s).

8.2 Role of Advisory Trustees

Advisory Trustees may attend and participate fully in all meetings of Trustees and have all the rights and obligations of Trustees under this Deed except that the Advisory Trustees have no voting rights.

8.3 Removal of Advisory Trustees

An Advisory Trustee may be removed by the Trustees at any time.

9. CUSTODIAN TRUSTEE

9.1 Appointment of Custodian Trustee

The Trustees may appoint or incorporate a Custodian Trustee and in such event:

- (a) the Trustees shall require the Custodian Trustee to sign a declaration accepting and agreeing to be bound by the terms of this Deed;
- (b) the Trustees will determine, on the basis of external professional advice, the amount of any fee to be paid to the Custodian Trustee; and
- (c) the Trustees may at any time by resolution in writing revoke the appointment of the Custodian Trustee.

9.2 Role of Custodian Trustee

Upon any appointment or incorporation of a Custodian Trustee:

- (a) the Trust Assets, or any part of them, may be vested upon such terms as the Trustees may decide in the Custodian Trustee as if the Custodian Trustee were sole Trustee;

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- (b) the Custodian Trustee holds the title so vested in him or her or it on trust for the Trustees;
- (c) the management of the Trust Assets and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trustees as fully and effectively as if there were no Custodian Trustee;
- (d) the sole function of the Custodian Trustee shall be to hold the Trust's Assets and property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the Custodian Trustee shall execute all such documents and perform all such acts as the Trustees in writing direct; and
- (e) any actions and proceedings touching or concerning the Trust Assets may be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees and, as between the Trustees and the Custodian Trustee, the Custodian Trustee shall not be liable for the costs of, and the Trustees shall indemnify the Custodian Trustee in relation to, such proceedings.

9.3 Liability of Custodian Trustee:

The Custodian Trustee shall not be liable for:

- (a) acting on any written direction of the Trustees, provided that if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the Custodian Trustee to any liability or is otherwise objectionable:
 - (i) the Custodian Trustee may apply to the Court for directions; and
 - (ii) any order giving any such directions shall bind both the Custodian Trustee and the Trustees providing the Trustees are made parties to the proceeding;
- (b) any act or default on the part of any of the Trustees, provided the Custodian Trustee is not knowingly a participant in any wilful breach of trust by such Trustee(s).

10. TE KĀHUI O PAERANGI

10.1 Continuation of Te Kāhui o Paerangi:

The tikanga-based iwi forum within Ngāti Rangi known as Te Kāhui o Paerangi, shall continue to exist.

10.2 Procedures of Te Kāhui o Paerangi:

Except to the extent provided in this Deed, Te Kāhui o Paerangi shall:

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- (a) continue to operate in accordance with such processes as it may from time to time agree consistent with the tikanga of Ngāti Rangi; and
- (b) be convened from time to time as it determines.

10.3 Appointment of Trustees:

Te Kāhui o Paerangi shall be responsible for the appointment of candidates to two (2) Trustee positions in accordance with the rules set out in the Second Schedule.

10.4 Advice to Trust:

On request from the Trustees:

- (a) Te Kāhui o Paerangi may provide advice on matters relating to the tikanga, kawa, whakapapa, mita and kōrero of Ngāti Rangi or any other matter that the Trustees consider requires the view of Te Kāhui o Paerangi;
- (b) Te Kāhui o Paerangi may assist the Trustees by providing advice and guidance, as required, to the Trustees in relation to the Trust and the Trust Purpose;
- (c) the Trustees shall have particular regard to any such advice provided by Te Kāhui o Paerangi, although such advice is not binding upon the Trustees; and
- (d) Te Kāhui o Paerangi may assist the Trustees in the development, promotion and advancement of cultural revitalisation programmes and wānanga.

10.5 Costs of Te Kāhui o Paerangi:

The Trust may, in the Trustees' discretion, contribute to the reasonable costs associated with any meeting of Te Kāhui o Paerangi in connection with the matters in this Deed.

11. TE PAE TUARĀ

11.1 Continuation of Te Pae Tuarā:

The collective within Ngāti Rangi and Te Kāhui o Paerangi known as Te Pae Tuarā, which comprises those persons who are recognised by Ngāti Rangi hapū and marae as repositories of Ngāti Rangi mātauranga, whakapapa and tradition, shall continue to exist.

11.2 Procedures of Te Pae Tuarā:

Except to the extent provided in this Deed, Te Pae Tuarā shall:

- (a) continue to operate in accordance with such processes as it may from time to time agree consistent with the tikanga of Ngāti Rangi; and

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- (b) be convened from time to time as it determines.

11.3 Advice to Trust:

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

11.4 Costs of Te Pae Tuarā:

The Trust may, in the Trustees' discretion, contribute to the reasonable costs associated with any meeting of Te Pae Tuarā in connection with the matters in this Deed.

12. CHIEF EXECUTIVE AND OTHER EMPLOYEES

12.1 Trustees to appoint Chief Executive:

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

12.2 Delegations to Chief Executive:

The Trustees shall ensure that any Chief Executive is appointed on terms that require the Chief Executive to:

- (a) be responsible for the employment of all other employees of the Trust; and
- (b) exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.

12.3 Trustee Role:

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

12.4 Employees and Contractors:

The Trustees or, where a Chief Executive has been appointed, the Chief Executive may:

- (a) employ or contract any employee or contractor to:
 - (i) manage or assist in the day to day management and administration of the Trust;
 - (ii) support the performance by the Trustees of their powers and functions; and

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- (iii) maintain the Registered Office of the Trust.
- (b) employ or contract any financial advisor, lawyer, accountant or other professional person and obtain any relevant advice, opinion or information from them.

13. ESTABLISHMENT OF TRUST ENTITIES

13.1 Establishment of Trust Entities:

In receiving, controlling, and supervising the use of the Trust Assets on behalf of the Trust Group, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees may:

- (a) establish and oversee the operations of any Trust Entity; and
- (b) from time to time, disestablish any Trust Entity.

13.2 Ownership and Control of Trust Entities :

The Trustees shall ensure that:

- (a) any Trust Entity is established on terms that require the Trust Entity to manage any of the Trust Assets it holds solely for the benefit of Ngāti Rangi; and
- (b) the Trustees have and retain all the shares in any Trust Entity that is a Company and the sole power to appoint and remove the trustees and directors or any responsible body of any Subsidiary.

13.3 Trustees to monitor:

In giving effect to the Trust Purpose, the Trustees:

- (a) shall be responsible for monitoring and otherwise overseeing the activities of any Trust Entity;
- (b) shall not conduct or otherwise undertake any activities in competition with any Trust Entity; and
- (c) shall exercise their ownership or other rights and interests in any Trust Entity in such a way as to promote the performance by that Trust Entity of its purposes in a manner that is consistent with the Trust Purpose.

13.4 Trustee to fund Trust Entities:

The Trustees may fund any Trust Entity by distributing capital or income or by making advances to the Trust Entity or by such other means as is consistent with the Trust Purpose.

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13.5 Appointment and removal of directors and other trustees:

The Trustees shall ensure that:

- (a) Trust Entities are established on terms that ensure that the Trustees have the power to appoint and remove the directors, trustees or board members as the case may be of any Trust Entity;
- (b) require as a term of appointment that any directors, trustees or board members appointed by or at the direction of the Trustees to any Trust Entity do not act in a manner which brings or is likely to bring Ngāti Rangi, the Trust or any Trust Entity into disrepute;
- (c) a director, trustee or board member of any Trust Entity shall only be appointed if that person has the particular skills and expertise that are required of a director, trustee or board member of the Trust Entity to which the appointment relates having regard to the activities that the Trust Entity undertakes or is likely to undertake and the mix of skills and expertise that is required on the relevant board of that Trust Entity; and
- (d) the Trustees may appoint up to two (2) Trustees as directors, trustees or board members of each Trust Entity, provided however that at no time may Trustees comprise more than 40% of the total number of directors, trustees or board members of any individual Trust Entity, except that this restriction shall not apply to the Ngati Rangi Trust.

13.6 Directors and other trustees responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Deed:

- (a) all Trust Entities shall be governed by their respective boards or other responsible directors or officers; and
- (b) except where expressly specified in this Deed, the role of the Trustees in respect of such Trust Entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders or, as applicable, appointor and beneficiary of the relevant Trust Entity.

13.7 Remuneration of directors and other trustees:

The Trustees shall ensure that Trust Entities are established on terms which give the Trustees the power to determine the remuneration payable to any director or trustee or controlling body of any Trust Entity.

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13.8 No influence in determining remuneration:

Any Trustee receiving any remuneration referred to in *clause 13.7* shall not:

- (a) take part in any deliberations or decision relating to the payment or otherwise of that remuneration; or
- (b) in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

13.9 Assets and income held for Trust:

In respect of any Trust Entity:

- (a) all assets held and income derived by a Trust Entity shall be held and derived for and on behalf of the Trust;
- (b) each Trust Entity shall in each Financial Year remit to the Trust so much of the surplus income derived by that Trust Entity on behalf of the Trust as is agreed between the relevant Trust Entity and the Trust having regard to:
 - (i) the relevant Trust Entity's purposes and the desirability of retaining and reinvesting or distributing income to meet those purposes;
 - (ii) the projected operating requirements of the relevant Trust Entity and any of its subsidiaries as set out in their plans; and
 - (iii) the responsibilities and duties of the directors, trustees or board members of the relevant Trust Entity to comply with the requirements of New Zealand law; and
- (c) subject to any other requirements in this Deed, the Trustees may provide for the payment, application or appropriation of, or decide to pay, apply or appropriate, or direct the Trust Entity to pay or apply, as much of the available income in any Financial Year as the Trustees in their sole discretion think fit in furtherance of the Trust Purpose.

14. APPLICATION OF INCOME AND CAPITAL

14.1 Trustees may apply income:

To achieve the Trust Purpose and subject to *clause 14.1(b)* and any other requirements in this Trust Deed, the Trustees may:

- (a) provide for the donation, payment, application or appropriation, or decide to donate, pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of any Member of Ngāti Rangi or any Beneficial Entity;

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- (b) use or apply any capital of the Trust's Assets to or for the benefit of any Member of Ngāti Rangi or Beneficial Entity without first using or applying the whole or any portion of the income of the Trust's Assets for that year;
- (c) set aside reserves or accumulations for future use or application by the Trustees;
- (d) write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose;
- (e) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets;

14.2 Matters to consider in applying income:

In making any decision as to the application of the income in any Income Year, the Trustees shall, in exercising their discretion, endeavour to act fairly in considering the needs and interests of present and future Members of Ngāti Rangi.

14.3 Accumulation of income:

Any income of any Financial Year not paid or applied in accordance with *clause 14.1* during or within six months from the end of that Financial Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust Assets.

15. PLANS

15.1 Trustees to prepare Annual Plan:

In addition to the requirement in *clause 15.3*, the Trustees shall prepare no later than one (1) month before the commencement of each Income Year an Annual Plan which specifies information in respect of that Income Year including:

- (a) the strategic vision of the Trust for the Trust Group, consistent with the longer term vision of the Trust Group as identified in the Five Year Strategic Plan;
- (b) the steps to be taken in the implementation of the Deed of Settlement;
- (c) the nature and scope of the activities proposed by the Trustees for the Trust Group in the performance of the Trust's Purpose;
- (d) any proposals for the ongoing management of the Trust Assets having regard to the interests of all Members of Ngāti Rangi;
- (e) any proposals relating to the Cultural Activities of Ngāti Rangi;
- (f) the ratio of capital to total assets;
- (g) the performance targets and measurements by which performance of the Trust Group may be judged;

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- (h) the manner in which it is proposed that projected income will be dealt with; and
- (i) any other information as the Trustees in their discretion consider necessary or appropriate.

15.2 Trustees to prepare Five Year Strategic Plan:

The Trustees shall also produce, within 18 months following the signing of this Deed, a Five Year Strategic Plan that:

- (a) sets out the longer term vision of the Trustees in respect of the matters referred to in *clause 15.1(a) to (i)*;
- (b) includes a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Assets; and
- (c) is reviewed and updated not less than every three (3) years,

15.3 Initial Annual Plan

In addition to the requirements in *clauses 15.1*, the Initial Trustees shall, within three (3) month of the date of this Deed prepare and produce an Annual Plan that:

- (a) addresses the matters set out in *clause 15.1(a) to (e)*; and
- (b) has effect until such time as it is replaced by a new plan as required in accordance with *clause 15.1*.

16. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

16.1 Preparation of Annual Report:

The Trust must, within six (6) months after the end of each Financial Year, cause to be prepared an Annual Report on the affairs of the Trust and any Trust Entities covering the accounting period ending at the end of that Financial Year which includes:

- (a) a comparison of performance against the relevant Annual Plan; and
- (b) Consolidated Financial Statements including a balance sheet and income and expenditure statement;

so as to give a true and fair view of the financial affairs of the Trust and any Trust Entities for that Financial Year.

16.2 Contents of Annual Report:

The Annual Report prepared under *clause 16.1* shall also include:

- (a) information of the implementation of the Deed of Settlement;

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- (b) information on the steps taken by the Trust to increase the number of Registered Members of Ngāti Rangi;
- (c) an annual report in respect of each Trust Entity which reports on:
 - (i) the performance of each Trust Entity; and
 - (ii) the investment of money of each Trust Entity and its subsidiaries;
- (d) within the Consolidated Financial Statements as a separate item, details of any remuneration or fees paid to any Trustee (including without limitation any such payment to any Trustee as a director or trustee of a Trust Entity) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer); and
- (e) any amendments made to this Deed or to the constitutional documents of any Trust Entity or its subsidiaries.

16.3 Audit of financial statements:

The Trustees must 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.

16.4 Appointment of auditor:

The auditor shall be appointed by the Trustees prior to the end of the Income Year to which the audit relates and:

- (a) where possible, the fee of the auditor shall also be fixed at that time;
- (b) 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;
- (c) for the avoidance of doubt, the Trust's accountant shall not be appointed as the auditor; and
- (d) the appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngāti Rangi present at the annual general meeting of the Trust.

17. TRUST ENTITIES TO PREPARE PLANS AND REPORTS

17.1 Plans and Statements of Intent:

The Trustees shall require that each Trust Entity will:

- (a) within six (6) months of the establishment of the Trust Entity, prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;

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- (b) as required by the Trustees, update 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) within twelve (12) months of the establishment of the Trust Entity, prepare a Five Year Plan that:
 - (i) 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; and
 - (ii) is reviewed and updated not less than every three (3) years;
- (d) no later than one (1) month following the completion of the Five Year Plan, and thereafter no later than two (2) months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its five year planning objectives and fulfil the objectives and principles of the Statement of Intent; and
- (e) in addition to any normal reporting requirements, within two (2) months after the completion of the first, second and third quarter of each Income Year provide the Trustees with:
 - (i) a report on its operations and financial position; and
 - (ii) an unaudited summary of financial results as at the end of that period;such reports to be in such form as the Trustees may require from time to time.

17.2 Trustee approval required:

Prior to being implemented:

- (a) all Statements of Intent, Five Year Plans and Annual Plans prepared under clause 17.1 must be approved by the Trustees; and
- (b) such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust Assets.

17.3 Reports to comply with Companies Act 1993:

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

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the company or any of its subsidiaries, or the classes of business in which the company has an interest, whether as a shareholder of another company or otherwise;

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- (b) the financial statements (or as appropriate Trust 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 Trust Group financial statements) of the company for that Income Year.

17.4 Trust Entities to meet Companies Act standard:

All reports of any Trust Entity that is a trust shall be provided to the same standard, including as to form and content, as is required under *clause 17.3* as if the Trust Entity was a company.

17.5 Report to include comparison against plans:

In addition to the matters set out in *clauses 17.3* and *17.4*, the Trustees shall procure that all reports by any Trust Entity include a comparison of its performance against both its respective annual plans for that Income Year and its medium and longer term planning objectives (as set out in the relevant Trust Entity's Five Year Plan and Statement of Intent).

17.6 Protection of Information:

For the avoidance of doubt, nothing in this *clause 17* limits or affects the rights of the Trustees, as shareholders in any Trust Entity that is a company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Trust Entity.

18. DISCLOSURE OF PLANS, REPORTS AND MINUTES

18.1 Documents to be available for inspection:

The Trustees shall hold at their offices and make available for inspection by any Member of Ngāti Rangi during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;
- (d) the Five Year Strategic Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with *clause 20.13* of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) their own personal details on the Register;

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- (h) the Deed and any amendment to the Deed; and
- (i) the current constitution or trust deed of any Trust Entity.

18.2 Costs of copying:

Any Member of Ngāti Rangi shall be entitled to obtain copies of the information referred to in *clause 18.1*, provided however that the Trustees may, in their discretion, require the Member of Ngāti Rangi to meet all reasonable copying or postage costs (if any) associated with the provision of such information.

19. NO DISCLOSURE OF SENSITIVE INFORMATION

19.1 For the avoidance of doubt, but subject to the Trustees reporting obligations in *clauses 15.1, 18.1(a), 18.1(b), 18.1(f), 20.1(a) and 20.1(b)*, the Trustees may, in their sole discretion limit disclosure of any information about the activities or proposed activities of the Trustees and the Trust Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

20. GENERAL MEETINGS

20.1 Trustees to hold annual general meeting:

The Trust shall, no later than six (6) calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the Trust, hold a general meeting for the Members of Ngāti Rangi, to be called its annual general meeting, and shall at that meeting:

- (a) report on the operations of the Trust 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 by a resolution of the Adult Registered Members of Ngāti Rangi present at the annual general meeting;
- (f) approve the Trustees' remuneration by a resolution of the Adult Registered Members of Ngāti Rangi present at the annual general meeting;
- (g) undertake all other notified business; and
- (h) at the discretion of the chairperson of the meeting, undertake any other general business raised at that meeting.

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20.2 Notice of annual general meeting:

The Trustees shall give not less than 21 days' notice of the holding of the annual general meeting and such notice:

- (a) must to be sent, by electronic form where available and otherwise by post, to all Adult Registered Members of Ngāti Rangi at the last address shown for each such Member of Ngāti Rangi on the Register;
- (b) if notice sent to an electronic address fails and the Trustees are aware of the failure, the notice must be posted without reasonable delay to the last known physical address and, in that event, the 21 day notice period shall be deemed to having been given on the date of the failed electronic communication; and
- (c) must also be inserted prominently on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Rangi reside;
- (d) must contain:
 - (i) the date, time and place of the meeting;
 - (ii) an agenda of matters to be discussed at the meeting; and
 - (iii) details of where copies of any information to be laid before the meeting may be inspected.

20.3 Notice of special general meetings:

In addition to the annual general meeting of the Trust, the Trustees shall:

- (a) convene a special general meeting of the Trustees for the Members of Ngāti Rangi on the requisition of:
 - (i) the Chairperson and Deputy Chairperson for the time being of the Trust; or
 - (ii) the majority of the Trustees then in office; or
 - (iii) 5% of the Adult Registered Members of Ngāti Rangi.
- (b) give notice of such a meeting in the same manner as for a notice of the annual general meeting under clause 20.2 and those requisitioning the meeting shall be required to provide a statement to the Trustees setting out the purposes for which the meeting has been requested and the specific agenda items proposed for such a meeting; and
- (c) not be required to give notice calling the meeting until such a statement with agenda items has been received.

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20.4 Annual general meeting not limited to notified business:

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

20.5 Special general 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.

20.6 Invalidation:

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

20.7 Deficiency of notice:

Subject to *clause 20.6*, a deficiency or irregularity in a notice of any annual or special general meeting will not invalidate anything done at the meeting if the deficiency or irregularity is not material.

20.8 Quorum:

The quorum required for any annual or special general meeting of the Trust shall be 20 Adult Registered Members of Ngāti Rangi present in person, and three (3) or more Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Registered Member of Ngāti Rangi he or she is entitled to vote at any annual or special general meeting.

20.9 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, provided however that:

- (a) if the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair; and
- (b) if the Deputy Chairperson is also not present, then the Trustees present shall elect one (1) of their number to substitute as the chairperson for that meeting.

20.10 Voting:

To the extent that a vote is sought or required at any annual or special general meeting:

- (a) every Adult Registered Member of Ngāti Rangi present shall have one (1) vote;

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- (b) all resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Ngāti Rangi who validly cast a vote;
- (c) voting may be by voice or on a show of hands;
- (d) the chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members of Ngāti Rangi to verify their eligibility by a process directed by the chairperson of the meeting;
- (e) the latest version of the Register will be present at any annual or special general meetings; and
- (f) except as provided in *clauses 5.3, 20.1(e), 20.1(f), 20.2, 26.1, 27 and 28* and where Special Resolutions have been passed in accordance with the Fourth Schedule, the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Trust Assets and carrying out the Trust Purpose.

20.11 Adjourned meetings:

If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present:

- (a) the meeting will stand adjourned to be re-convened seven (7) days after the date of the meeting;
- (b) on that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting; and
- (c) if a quorum is not present after one (1) hour from the time appointed for that adjourned meeting, the Adult Registered Members of Ngāti Rangi and Trustees present will constitute a quorum.

20.12 Unruly meetings:

If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason:

- (a) adjourn the meeting; or
- (b) may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion; and
- (c) the meeting will thereafter be considered closed.

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20.13 Minutes:

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

20.14 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 of that meeting shall be evidence of those proceedings.

20.15 Minutes to be evidence of proper conduct:

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

21. DISCLOSURE OF INTERESTS

21.1 Definition of interested Trustee:

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

- (a) is a party to, or will derive a material financial benefit from, that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trustees or any other member of the Trust Group;
- (d) is the parent, child, spouse, de facto or civil union partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter other than an interest in common with all Members of Ngāti Rangi.

21.2 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 Trustees, disclose to his or her co-Trustees at a meeting of the Trustees:

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

21.3 Recording of Interest:

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

21.4 Dealings with “Interested” Trustees

An interested Trustee shall not:

- (a) take part in any deliberation or vote in respect of any matter in which that Trustee is interested; or
- (b) be counted for the purposes of forming a quorum in any meeting to consider such a matter.

22. PROHIBITION OF BENEFIT OR ADVANTAGE

22.1 In the carrying on of any business by any member of the Trust Group under this Deed, and in the exercise of any power authorising the remuneration of the Trustees, no amount may be directed or diverted to the benefit or advantage of a Related Person where that Related Person, in his or her capacity as a Related Person, is able to directly or indirectly determine, or materially influence the determination of, the nature or extent of the relevant benefit or advantage or the circumstances in which that benefit

23. NGĀTI RANGI NOT TO BE BROUGHT INTO DISREPUTE

23.1 Trustees not to bring into disrepute:

No Trustee shall act in a manner which brings or is likely to bring Ngāti Rangi, the Trust or any member of the Trust Group into disrepute. Examples of such actions (or omissions) include, but are not limited to:

- (a) a Trustee refusing to act when they should;
- (b) sustained absence of a Trustee without permission or reasonable excuse;
- (c) conviction of a serious dishonesty offence or an offence punishable by imprisonment; or
- (d) bankruptcy or being subject to a compulsory treatment order.

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23.2 Directors or other trustees not to bring into disrepute:

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

23.3 Trustee may be censured or removed:

Any Trustee or Advisory Trustee that acts in a manner that brings or is likely to bring Ngāti Rangi, the Trust or any member of the Trust Group into disrepute may be formally censured or removed from office:

- (a) in the case of a Trustee, by a resolution passed by a majority of not less than 75% of the other Trustees entitled to vote on the matter; and
- (b) in the case of an Advisory Trustee, by a resolution passed by a majority of not less than 75% of the Trustees entitled to vote on the matter.

23.4 Censure or removal to be notified:

The censure or removal of a Trustee in accordance with *clause 23.3*, together with reasons, shall be reported to the Members of Ngāti Rangi at the next annual general meeting of the Trust following such censure or removal.

23.5 Effect of Removal:

A Trustee removed from office in accordance with *clause 23.3*:

- (a) shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee or appointed as an Advisory Trustee for a period of not less than four (4) years following his or her removal; and
- (b) as required, each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust Assets to the other Trustees and any replacement trustee.

23.6 Replacement of Trustee:

The removal of a Trustee in accordance with *clause 23.3* shall give rise to a casual Trustee vacancy that shall be filled in accordance with the relevant rules of the Second Schedule.

24. GIFTS OR DONATIONS

24.1 Trustees may accept specific trusts:

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any property upon trust for the purpose of the Trust or for any specific purpose that comes within the Trust Purpose and in that event:

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- (a) such trust may include any trust for the benefit of the Members of Ngāti Rangi or any of them; and
- (b) any property held by the Trustees pursuant to such trust shall be dealt with in accordance with the terms of that trust and shall not constitute part of the Trust Assets.

24.2 Specific trusts to be separate:

If the Trustees accept a trust for any specific purpose as outlined in *clause 24.1* above they must:

- (a) keep the property subject to such trust and any income derived from it separate from the Trust Assets; and
- (b) administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

24.3 Use of specific trust assets:

The Trustees shall not:

- (a) use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees may hold; and
- (b) use the Trust Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

25. RECEIPTS FOR PAYMENTS

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

26. AMENDMENTS TO DEED

26.1 Special Resolution required:

Subject to *clause 26.2* and *clause 26.3*, all amendments to the 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 Deed which:

- (a) changes the Trust Purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Members of Ngāti Rangi;
- (b) changes this *clause 26.2*;

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- (c) changes *clause 28*;
- (d) changes the definition of Member of Ngāti Rangi, Ngāti Rangi's Ancestor or Ngāti Rangi Area of Interest after settlement legislation has been passed;
- (e) changes the requirement for a Special Resolution (as defined from time to time) in *clause 26.1*;
- (f) changes the membership and beneficiary of the Trust; or
- (g) changes the rule in the Fourth Schedule relating to the voting threshold of 75% of the Adult Members of Ngāti Rangi in respect of Special Resolutions.

26.3 Amendment to make definitions consistent with Settlement Legislation

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees to make the definition of Member of Ngāti Rangi and Ngāti Rangi's Ancestor the same as that set out in the Settlement Legislation. If the Deed is amended under this clause, a Special Resolution passed in accordance with the Fourth Schedule is not required.

26.4 Consideration of proposals

Every Adult Registered Member of Ngāti Rangi may put forward for consideration by the Trustees proposals for amendments to the Deed and in that respect:

- (a) any proposal put forward must be in writing and addressed to the Chairperson at the registered office of the Trust;
- (b) the Trustees must consider any proposal put forward at their next available meeting;
- (c) if the proposal for an amendment to the Deed complies with *clauses 26.2* and *26.4(a)*, the Trustees must call a special general meeting to consider the proposal;
- (d) if the Trustees discard the proposal in accordance with *clause 26.5*, they may, in their discretion, discuss it at the next annual general meeting.

26.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with *clauses 26.2* and *26.4(a)*, the Trustees may discard the proposal and the Trustees will not be required to call a special general meeting in accordance with the Fourth Schedule.

27. RESETTLEMENT

27.1 The Trustees have the power to settle or resettle any or all of the Trust Assets upon trust in any manner in which, in the opinion of the Trustees is for the advancement or benefit of the present and future Members of Ngāti Rangi, provided however that

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the resettlement is approved by a Special Resolution in accordance with the rules in the Fourth Schedule.

28. TERMINATION OF TRUST BY MEMBERS OF NGĀTI RANGI

28.1 Subject to *clause 26.2*:

- (a) the Trust established by this Deed may be terminated or dissolved if the Adult Registered Members of Ngāti Rangi have, by Special Resolution, resolved to do so; and
- (b) on the termination or dissolution of this Trust under this clause, the Trust's Assets after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members of Ngāti Rangi as long as such payment does not offend against the rule against perpetuities to the extent such rule applies to this Trust.

29. PERPETUITY PERIOD

29.1 Unless stated otherwise in the Settlement Legislation, the perpetuity period for the Trust is the period that commences on the date of this Trust Deed and ends 80 years less one (1) day after the 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. However, if the Settlement Legislation allows, the Trust may exist in perpetuity.

30. ARCHIVING OF RECORDS

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

All minutes and other records of any proceedings of the Trustees and any Trust Entity shall be held by the Trust and those Trust Entities for a period of seven (7) years.

30.2 **Records to be archived:**

At the expiry of seven (7) years the Trustees shall archive the records of the Trust and any Trust Entity for such period as the Trustees consider necessary.

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

Notwithstanding *clauses 30.1 and 30.2* the Trustees and any Trust Entities within the Trust Group may hold on to any records for a period exceeding seven (7) years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust or the Trust Entity to which the information relates.

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31. DISPUTE RESOLUTION

31.1 Disputes:

In the event that a dispute arises between:

- (a) any Members of Ngāti Rangi; or
- (b) the Trustees and any Members of Ngāti Rangi;

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

31.2 Notice of Dispute:

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

31.3 Reference of Dispute:

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

31.4 Disputes Committee to be appointed as required:

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

31.5 Appointment and composition of Disputes Committee:

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

- (a) one (1) member of Te Kāhui o Paerangi;
- (b) one (1) Adult Registered Member of Ngāti Rangi 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; and
- (c) one (1) independent (non-Ngāti Rangi) member nominated by the President from time to time of the New Zealand Law Society or his or her nominee, such member to be a barrister or solicitor with ten (10) or more years experience.

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31.6 Role of Disputes Committee:

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

31.7 Deliberations of Disputes Committee:

In dealing with any dispute:

- (a) 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; and
- (b) the findings and decisions of a Disputes Committee shall be final and binding on the parties.

31.8 Notification of Outcome

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

32. REVIEW OF TRUST DEED

32.1 Review of Deed

The Trustees shall, within five (5) years of the Settlement Date, initiate a review of the terms and operation of this Deed and, in particular, shall review the arrangements relating to the election of Trustees and all other aspects of the representation of Ngāti Rangi by the Trust.

32.2 Deed review process

In conducting this review, and in order to seek the views of Ngāti Rangi on the terms and operation of this Deed and, in particular, the arrangements relating to the election of Trustees and all other aspects of the representation of Ngāti Rangi by the Trust, the Trustees shall:

- (a) engage and consult with:
 - (i) Te Kāhui o Paerangi;
 - (ii) Ngāti Rangi generally; and
- (b) have regard to the kawa and tikanga of Ngāti Rangi.

32.3 Review to be independently facilitated

The process of engagement and consultation required by *clause 32.2* shall be undertaken by an independent facilitator appointed by the Trustees. The role of the independent facilitator shall be to:

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

32.4 Outcome of review

Following the completion of the review and consideration by the Trustees of the report made by the independent facilitator in accordance with *clause 32.3*, the Trustees shall:

- (a) recommend amendments (if any) to this Deed; and
- (b) seek the approval of those amendments by Special Resolution in accordance with the Fourth Schedule.

SIGNED BY (insert name) as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY (insert name) as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

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SIGNED BY (insert name) as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY (insert name) as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY (insert name) as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY (insert name) as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

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SIGNED BY (insert name) as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

FIRST SCHEDULE

NGĀTI RANGI MEMBERSHIP REGISTER

1. TRUST TO KEEP REGISTER

Trust to maintain Register

- 1.1 The Trustees shall administer and maintain a Register and shall make such additions and corrections to the Register as may from time to time be necessary.
- 1.2 The Trustees shall take active steps to seek to increase the number of Members of Ngāti Rangi registered on the Register with the aim, so far as reasonably possible, to ultimately have all Members of Ngāti Rangi registered on the Register.

Register to comply with this Schedule

- 1.3 The Register shall be maintained at the Registered Office of the Trust in accordance with the rules and procedures set out in this Schedule.

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2. CONTENTS OF REGISTER

Register to contain Registered Members' of Ngāti Rangi details:

2.1 The Register shall record in it the full names, dates of birth, postal addresses, telephone numbers and, where available, email addresses of each Registered Member of Ngāti Rangi and such other information as the Trustees may determine from time to time.

Beneficiary Registration Number:

2.2 The Trustees shall allocate and record on the Register a beneficiary identification number for each Adult Registered Member of Ngāti Rangi.

Initial Membership

2.3 As at the date of this Deed, the Register shall include all persons who are registered as Members of Ngāti Rangi on the register maintained by the Ngāti Rangi Trust.

3. APPLICATIONS FOR REGISTRATION

Form of applications:

3.1 The Trustees shall produce and make available to any person on request a Ngāti Rangi Iwi Registration Form for application to register as a Member of Ngāti Rangi.

3.2 The Iwi Registration Form must enable Members of Ngāti Rangi to state:

- (a) whether they wish to receive Private Notices and postal Ballot and Voting Papers for elections of Trustees and for resolutions regarding amendments to this Deed; and
- (b) whether they wish to receive Private Notices and postal Voting and Ballot Papers by electronic means.

3.3 All applications for registration as a Member of Ngāti Rangi:

- (a) must be made in writing to the Trustees on the Iwi Registration Form approved from time to time by the Trustees; and
- (b) must contain:
 - (i) the full name, gender, date of birth, postal address, telephone number and, where available, email address of the applicant;
 - (ii) the whakapapa (genealogical connections) through which the applicant claims affiliation to Ngāti Rangi; and
 - (iii) any other evidence that the Trustees may from time to time require regarding the applicant's status as a Member of Ngāti Rangi; and

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- (iv) such other information as the Trustees may determine from time to time.

3.4 Applications to be made by:

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

- (a) Members of Ngāti Rangi who are 18 years of age or older;
- (b) the parent or legal guardian of Members of Ngāti Rangi who are under the age of 18 years.

4. DECISIONS AS TO MEMBERSHIP

Registrar

4.1 For the purpose of maintaining the Register, the Trustees shall appoint a Registrar.

4.2 The Registrar must be an Adult Registered Member of Ngāti Rangi who:

- (a) may be a Trustee;
- (b) may be a member of Te Pae Tuarā;
- (c) may not be a member of Te Kāwai o Taiwiri;
- (d) must have an understanding and knowledge of Ngāti Rangi whakapapa and tikanga;
- (e) may be appointed for such term at such remuneration and upon such conditions as the Trustees may from time to time prescribe;
- (f) may be removed from the office of Registrar by the Trustees by resolution passed by not less than 75% of the Trustees.

4.3 The Registrar shall be responsible for:

- (a) receiving and assessing Iwi Registration Forms from Members of Ngāti Rangi applying to be registered as Registered Members of Ngāti Rangi;
- (b) approving the registration of Members of Ngāti Rangi and entering Registered Members of Ngāti Rangi on the Register;
- (c) promoting the registration of Members of Ngāti Rangi and providing on request to any person an Iwi Registration Form; and
- (d) maintaining and updating the Register and from time to time making such additions and corrections to the Register as may be necessary.

4.4 The Registrar may be assisted by employees of the Trust in the performance of his or her responsibilities, which employees may process the Iwi Registration Forms received

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by the Registrar and make recommendations to the Registrar for his or her consideration and determination in terms of the matters specified in *rule 4.3* and *rules 4.8 to 4.11* of this Schedule.

Te Kāwai o Taiwiri

- 4.5 For the purpose of determining any disputes regarding membership, the Trustees shall from time to time as required appoint a whakapapa committee known as Te Kāwai o Taiwiri.
- 4.6 The Te Kāwai o Taiwiri shall comprise three (3) members who:
 - (a) are Adult Registered Members of Ngāti Rangi;
 - (b) are recognised as having the expertise and knowledge of Ngāti Rangi whakapapa necessary to make decisions regarding applications for membership; and
 - (c) shall be appointed by the Trustees from time to time in consultation with Te Pae Tuarā;
 - (d) may be Trustees, members of Te Kāhui o Paerangi or members of Te Pae Tuarā.

- 4.7 A person may be removed as a member of Te Kāwai o Taiwiri by the Trustees by resolution passed by not less than 75% of the Trustees

Consideration of applications

- 4.8 The Trustees shall forward all applications for membership pursuant to *rule 3* of this Schedule, together with any supporting material, to the Registrar.
- 4.9 Upon receipt of an application for membership, the Registrar:
 - (a) shall consider the application;
 - (b) may request the applicant to provide additional evidence or information verifying his or her identity and/or membership of Ngāti Rangi;
 - (c) may consult with the Trustees, Te Pae Tuarā, Te Kāhui o Paerangi or any other person with expertise and knowledge of Ngāti Rangi whakapapa in relation to any application for registration; and
 - (d) shall make a decision as to whether or not the applicant should be registered as a Member of Ngāti Rangi.

Decisions on applications

- 4.10 In the event that the Registrar decides to approve the application, the Registrar shall:
 - (a) notify its decision in writing to:

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- (i) the Trustees; and
- (ii) the applicant;
- (b) enter the applicant's name and other relevant details (including beneficiary identification number in accordance with *rule 2.2* of this Schedule) in the appropriate part of the Register.

4.11 In the event that the Registrar decides to decline the application:

- (a) the Registrar shall notify his or her decision, including the reasons for the decision, in writing to:
 - (i) the Trustees; and
 - (ii) the applicant;
- (b) the applicant shall not be precluded from submitting a further application with additional supporting information to the Registrar.

Review of decisions

- 4.12 Within 20 Business Days of notification by the Registrar to the applicant of any decision by the Registrar to decline the applicant's application, the applicant may seek a review of the decision by application in writing submitted to the Registrar.
- 4.13 The application for review shall include the grounds for seeking review of the Registrar's decision.
- 4.14 Any correctly notified application for review shall be considered by Te Kāwai o Taiwiri in accordance with *rule 4.15* of this Schedule.
- 4.15 Upon receipt of a correctly notified application for review:
 - (a) the Registrar shall notify the Trustees of the receipt of the application for review;
 - (b) the Trustees shall appoint a whakapapa committee known as Te Kāwai o Taiwiri (if one has not yet been appointed);
 - (c) the Registrar shall provide Te Kāwai o Taiwiri with:
 - (i) the relevant Iwi Registration Form completed by the applicant together with any supporting material;
 - (ii) the decision of the Registrar in relation to the application including the reasons for the decision; and
 - (iii) the application for review.

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- 4.16 Te Kāwai o Taiwiri shall, subject to meeting the requirements of natural justice and having due regard to Ngāti Rangi tikanga, have the sole discretion to call for evidence, seek additional information and determine the manner in which any review before it should be dealt with.
- 4.17 In meeting the requirements of natural justice, Te Kāwai o Taiwiri shall provide the applicant with the opportunity to attend a meeting of Te Kāwai o Taiwiri for the purpose of presenting any evidence in support of the application for membership and addressing any matters that the Committee, in its discretion, may identify.
- 4.18 Subject to the provisions of any relevant Act or rule of law, any findings and decision of Te Kāwai o Taiwiri on any review shall be final and binding on the parties including the Trust.
- 4.19 Te Kāwai o Taiwiri shall give its decision, together with the reasons for the decision, in writing to:
 - (a) the applicant;
 - (b) the Trustees; and
 - (c) the Registrar.

- 4.20 In the event that Te Kāwai o Taiwiri decides to approve the application for review, the Registrar shall enter the applicant's name and other relevant details (including beneficiary identification number in accordance with *rule 2.2* of this Schedule) in the appropriate part of the Register.

5. MAINTENANCE OF REGISTER

Mātauranga

- 5.1 The Trustees, the Registrar, Te Kāwai o Taiwiri and all Trust staff shall ensure that:
 - (a) the spiritual sacredness of whakapapa as he taonga tapu is acknowledged and respected; and
 - (b) the requirements of the Privacy Act 1993 are met with regard to the storage, disclosure and use of information, and all written or oral information in relation to applications for registrations shall be treated in the strictest confidence subject to the express terms of this Deed.

Policies

- 5.2 The Trustees shall take such steps and institute such policies as they consider necessary to ensure that the Register is maintained in a condition that is as up-to-date, accurate and complete as reasonably possible.
- 5.3 In maintaining the Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of those Members of Ngāti Rangi who are not for the time being on the Register.

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Responsibility of Members of Ngāti Rangi

5.4 Notwithstanding *rule 1.1* of this Schedule:

- (a) it shall be the responsibility of each Member of Ngāti Rangi (or, in the case of Members of Ngāti Rangi under 18 years of age, the parent or guardian of such Member of Ngāti Rangi) to ensure that his or her name is included in the Register;
- (b) it shall be the obligation of each Registered Member of Ngāti Rangi (or, in the case of Registered Members of Ngāti Rangi under 18 years of age, the parent or guardian of such Registered Member of Ngāti Rangi) to notify the Registrar of any change in his or her postal address, telephone number or email address; and
- (c) any Member of Ngāti Rangi may choose to terminate their registration of his or her membership of Ngāti Rangi by notifying the Trustees in writing.

Consequences of registration

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

SECOND SCHEDULE
ELECTIONS OF TRUSTEES

1. APPLICATION OF THIS SCHEDULE

1.1 With the exception of the Initial Trustees (who shall hold office as at the date of this Deed), the Trustees shall be appointed in accordance with, and subject to, the rules and procedures set out in this Schedule.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Subject to *rule 2.2* of this Schedule, a person is eligible to be a Trustee if he or she is:

- (a) aged eighteen years of age, an Adult Registered Member; and
- (b) resident in New Zealand.

2.2 A person is not eligible to be a Trustee if he or she:

- (a) does not meet the requirements of *rule 2.1* of this Schedule;
- (b) is bankrupt or has within the last (5) years been adjudged bankrupt;
- (c) is or has ever been convicted of:
 - (i) an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961; or
 - (ii) an offence under section 373(4) of the Companies Act 1993; or
 - (iii) an offence punishable by two (2) or more years imprisonment,

unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004;

- (d) is or has ever been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
- (e) is or has ever been removed as a trustee of a trust by order of a Court on the grounds on breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- (f) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
- (g) becomes subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988; or

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- (h) has within the last four (4) years been removed from the office of Trustee in accordance with *clause 23* of this Deed or *rule 13* of this Schedule.
- 2.3 A director, trustee or board member of a Trust Entity may be nominated for election as a Trustee, but if elected must forthwith resign his or her position as director, trustee or board member of such Trust Entity if that is necessary in order to meet the requirements of *clause 13.5(d)* of this Deed.
- 2.4 An employee of or contractor to the Trust or any Trust Entity may be nominated for election as a Trustee, but if elected must forthwith resign his or her position as an employee or contractor.

3. NUMBER OF TRUSTEES

- 3.1 There shall be no more than seven (7) Trustees, provided however that the Trust may from time to time have less than seven (7) Trustees in the event of the early cessation of office of a Trustee and pending the appointment of a replacement Trustee.
- 3.2 In respect of the seven (7) Trustee positions:
 - (a) Two (2) Trustee positions will be appointed by Te Kāhui o Paerangi in accordance with the rules set out in this Schedule; and
 - (b) Five (5) Trustee positions will be appointed by all Adult Registered Members in accordance with the rules set out in this Schedule.

4. TIMING OF ELECTIONS

- 4.1 The elections for Trustees in any given Income Year must be concluded by the time of the annual general meeting of the Trust in that Income Year.

5. TERM OF OFFICE

Term of office

- 5.1 Subject to *rule 5.4* and *5.5* of this Schedule, the Trustees from time to time shall hold office for a term of four (4) years.
- 5.2 Retiring Trustees, including retiring Initial Trustees, shall be eligible for re-appointment, provided however that they must be nominated for election in accordance with the provisions of this Schedule.

Retirement of Initial Trustees, Subsequent Trustees and Trustees

- 5.3 The Initial Trustees shall retire from office with elections having been held for their respective positions as Trustee as at the date of the annual general meeting of the Trust in the first Income Year following the Settlement Date.
- 5.4 Following the retirement of the Initial Trustees in accordance with *rule 5.3* of this Schedule:

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- (a) each Subsequent Trustee appointed by Te Kāhui o Paerangi in accordance with *rule 6* of this Schedule shall hold office until the conclusion of the annual general meeting of the Trust in the second Income Year following his or her appointment; and
- (b) each Subsequent Trustee elected in accordance with *rule 7* of this Schedule shall hold office until the conclusion of the annual general meeting of the Trust in the fourth Income Year following his or her appointment.

5.5 Following the retirement of the Subsequent Trustees in accordance with *rule 5.4* of this Schedule, each Trustee appointed or elected in accordance with *rule 6* and *rule 7* of this Schedule shall hold office until the conclusion of the annual general meeting of the Trust in the fourth Income Year following his or her appointment.

6. APPOINTMENT OF TRUSTEES FROM TE KĀHUI O PAERANGI

Appointment of Trustees from Te Kāhui o Paerangi

6.1 The two (2) Trustees appointed by Te Kāhui o Paerangi shall be appointed in accordance with this Schedule and the written appointment procedures prepared by Te Kāhui o Paerangi in accordance with *rule 6.6* of this Schedule.

6.2 In respect of the two (2) Trustees appointed by Te Kāhui o Paerangi:

- (a) one (1) Trustee shall be the appointed Chair for the time being of Te Kāhui o Paerangi; and
- (b) one (1) Trustee shall be an appointed representative of Te Pae Tuarā.

6.3 The two (2) Trustees appointed by Te Kāhui o Paerangi must both be Members of Te Kāhui o Paerangi.

Notice of Appointment to Te Kāhui o Paerangi and Adult Registered Members

6.4 At least eight (8) months before the annual general meeting of the Trust for the relevant Income Year, and in any event in sufficient time for the appointments to be concluded in accordance with *rule 4* of this Schedule, the Trust will give written notice to Te Kāhui o Paerangi, Te Kāhui o Paerangi Members and Public Notice of:

- (a) the pending expiration at the annual general meeting of the Trust for the relevant Income Year of the term of office of two (2) Trustees;
- (b) the entitlement of Te Kāhui o Paerangi to appoint the two (2) Trustee positions that are open for appointment; and
- (c) the date by which the appointments for the two (2) Trustee positions are to be provided by Te Kāhui o Paerangi to the Trust, such date to be no later than one (1) month prior to the annual general meeting of the Trust for the relevant Income Year.

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6.5 The Trust must also give notice of the matters identified in *rule 6.4* of this Schedule:

- (a) to Adult Registered Members by post or email to the last address shown for each such Member on the Register; and
- (b) by such other means as the Trustees may determine.

Procedure for Appointment of Trustees from Te Kāhui o Paerangi

6.6 Te Kāhui o Paerangi will develop written procedures in respect of its appointments for the two (2) Trustee positions which must provide for:

- (a) the process for making nominations for appointment as a Trustee by Te Kāhui o Paerangi;
- (b) the process by which Adult Registered Members may engage and provide their views on any nominations received in accordance with *rule 6.6(a)* of this Schedule; and
- (c) the matters identified in *rules 6.7 and 6.8* of this Schedule.

6.7 Any Member of Te Kāhui o Paerangi wishing to be considered for appointment as a Trustee by Te Kāhui o Paerangi must provide Te Kāhui o Paerangi with the information specified in *rule 7.6(a) to (c)* of this Schedule and, if appointed by Te Kāhui o Paerangi, Te Kāhui o Paerangi shall provide that information to the Trust.

6.8 When considering persons for appointment as Trustees, Te Kāhui o Paerangi must consider the views of Adult Registered Members received as part of the notification and engagement process identified in *rules 6.6(a) and (b)* of this Schedule.

Independent Secretariat to Te Kāhui o Paerangi

6.9 The Trustees shall appoint a person to act as an Independent Secretariat for Te Kāhui o Paerangi for the purpose of appointments under *rule 6* of this Schedule, provided however that the Independent Secretariat shall not be a Trustee, a nominee, an employee of the Trust, or a Member.

7. ELECTION OF TRUSTEES FROM ALL ADULT REGISTERED MEMBERS

7.1 The Adult Registered Members listed in the Ngāti Rangi Register shall be entitled to elect five (5) Trustees from all Adult Registered Members in accordance with the rules for elections as set out in this *rule 7* of this Schedule.

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Nominations from all Adult Registered Members

7.2 In an election of the five (5) Trustees from all Adult Registered Members, the Trustees will seek nominations of eligible candidates for election from all Adult Registered Members.

7.3 At least three (3) months before the annual general meeting of the Trust for the relevant Income Year, and in any event in sufficient time for the election to be concluded in accordance with *rule 4* of this Schedule, the Trustees will give Public Notice of:

- (a) the pending expiration of the term of office of five (5) Trustees;
- (b) the date at which the election of Trustees will be held;
- (c) the entitlement of Adult Registered Members to nominate candidates for election for five (5) Trustee positions that are open for election; and
- (d) the date by which nominations for the Trustee positions are to be provided to the Trust, such date to be no later than 20 Business Days after the date of the Public Notice.

7.4 The Trustees must also give notice of the matters identified in *rule 7.3* of this Schedule:

- (a) to Adult Registered Members by post or email to the last address shown for each such Member on the Register; and
- (b) by such other means as the Trustees may determine

7.5 The nominations from Adult Registered Members must be in writing in the form required under *rule 7.6* of this Schedule and received by the Trustees by the date specified in the notice under *rule 7.3(d)* of this Schedule.

Nomination Form

7.6 The nomination form prescribed by the Trustees must:

- (a) contain details of the nominee's full name, address and contact number;
- (b) include a declaration signed by the nominee that declares:

 - (i) that the nominee meets the criteria specified in *rule 2.1* of this Schedule;
 - (ii) that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of the matters specified in *rule 2.2* of this Schedule;
 - (iii) that, if elected, the Trustee agrees to be bound by the terms of this Deed and any other relevant Trustee obligations;

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- (iv) whether the nominee has been convicted of any offence under the Crimes Act 1961 and, if so, the nature of such offence or offences and any sentence received, but excluding any offence for which the nominee is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004; and
- (v) authorises the Trust to make enquiry of relevant persons, authorities and records to confirm any aspect of the nominee's declaration;

- (c) be accompanied by a brief curriculum vitae no more than two (2) pages in length containing details of the nominee's experience relevant to the role of Trustee; and
- (d) be countersigned by not less than three (3) Adult Registered Members.

Withdrawal of Nomination

- 7.7 A nominee may withdraw his or her nomination by notice in writing to the Trustees signed by the nominee.
- 7.8 If the Trustees receive notice of the withdrawal of a nomination after Public Notice of the nominees has been given and Voting Papers have been sent to Adult Registered Members under *rules 7.14 and 7.15* of this Schedule:
 - (a) if the notice of withdrawal of nomination is received 20 Business Days before the date at which voting is to close, the Trust will promptly give Public Notice of the withdrawal of the nominee and the nominees who remain for election; and
 - (b) the number of remaining nominees for election from the nominations received from Adult Registered Members under *rule 7.6* of this Schedule is less than or equal to the number of Trustee positions remaining open for election, then the provisions in *rule 7.9* of this Schedule shall apply with any necessary modifications.

Where Nominees Equal To or Less Than Vacancies

- 7.9 In the event that the number of nomination forms received by the Trust from Adult Registered Members within the timeframe specified in *rule 7.3(d)* of this Schedule is less than or equal to the number of Trustee positions for which nominations from Adult Registered Members have been sought:
 - (a) the nominees in those nomination forms will be deemed to be duly elected as Trustees and a declaration for the purposes of *rule 10.1* of this Schedule will be deemed to have been made as at the date of the annual general meeting for the relevant Income Year; and
 - (b) in respect of those Trustee positions for which there are insufficient or no nomination forms received by the Trust from Adult Registered Members:
 - (i) the Trust shall call for nominations for any remaining Trustee positions

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from those Adult Registered Members present at the annual general meeting for that Income Year;

- (ii) any person nominated at the annual general meeting must complete a nomination form in writing in the form required under *rule 7.6* of this Schedule before any vote is taken and the nominee's declaration in that nomination form must be read to the annual general meeting before any vote is held;
- (iii) the Returning Officer or his or her delegate must be present at the annual general meeting;
- (iv) if the number of nominees is more than the number of Trustee positions for which nominations have been sought at the annual general meeting:
 - a. a vote of those Adult Registered Members present at the annual general meeting shall be conducted at the annual general meeting under the scrutiny of the Returning Officer or his or her delegate;
 - b. the votes shall be counted at the annual general meeting by the Returning Officer or his or her delegate;
 - c. the nominees who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees and a declaration for the purposes of *rule 10.1* of this Schedule will be deemed to have been made as at the date of the annual general meeting; and
 - d. if there are an equal number of votes for the last available Trustee position, the successful candidate will be decided by the drawing of lots;
- (v) if the number of nominees is less than or equal to the number of Trustee positions for which nominations have been sought at the annual general meeting, the nominees will be deemed to be duly elected as Trustees and a declaration for the purposes of *rule 10.1* of this Schedule will be deemed to have been made as at the date of the annual general meeting; and
- (vi) in respect of those remaining Trustee positions for which there are insufficient or no nominations received from Adult Registered Members at the annual general meeting, Te Kāhui o Paerangi may nominate a person or persons who will be deemed to be elected in accordance with a declaration for the purposes of *rule 10.1* of this Schedule with effect from the first meeting of Trustees following the annual general meeting.

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Voting

- 7.10 In every election of Trustees from all Adult Registered Members in accordance with this *rule 7* of this Schedule, each Adult Registered Member is entitled to cast a vote for one (1) nominee in respect of each Trustee position that is vacant.
- 7.11 Every election of Trustees from all Adult Registered Members after the date of this Deed shall be by way of ballot of Adult Registered Members with votes to be:
 - (a) cast on a Voting Paper; and
 - (b) received by the Returning Officer on or before any notified date by which completed Voting Papers are to be received by the Returning Officer at the Registered Office.
- 7.12 In the event that the Trust establishes electronic voting facilities, the Trust may also provide for Adult Registered Members to vote by electronic means in addition to postal voting.
- 7.13 The Chief Executive and Returning Officer may, as appropriate and in a manner not inconsistent with the provisions of the Electoral Act 1993, take steps to assist the casting of votes by Adult Registered Members who are disabled.
- 7.14 For the avoidance of doubt, Adult Registered Members may not vote by proxy.

Notice of Elections

- 7.15 At least 20 Business Days before the date at which an election will be held, the Trustees will give Public Notice of:
 - (a) the date at which the election will be held;
 - (b) the number of Trustee positions that are open for election and the names of the nominees;
 - (c) the date by which completed Voting Papers are to be received by the Returning Officer;
 - (d) the means by which votes may be cast in the election; and
 - (e) where Voting Papers and any other information that may reasonably inform Members about the election may be viewed or obtained.
- 7.16 At least 20 Business Days before the date at which an election will be held, the Trust shall send to all Adult Registered Members Private Notice in writing of:
 - (a) the purpose of the election;
 - (b) the date at which the election will be held;

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- (c) the number of Trustee positions that open for election and the names of the nominees;
- (d) a copy of the nomination form and curriculum vitae provided by each nominee in accordance with rule 7.6 of this Schedule;
- (e) the date by which completed Voting Papers are to be received by the Returning Officer;
- (f) the means by which votes may be cast in the election;
- (g) a Voting Paper;
- (h) where further Voting Papers and any other information that may reasonably inform Members about the election may be viewed or obtained.

7.17 Any Adult Member, not being a Any Adult Member, not recorded as a Member on the Register, may make a written request, which must be received by the Returning Officer no later than 10 Business Days after the date of the Public Notice under *rule 7.15* of this Schedule, for a Private Notice in writing containing the information required under *rule 7.16*, provided however that:

- (a) the Returning Officer shall send the requested Private Notice to the Member within five (5) Business Days of receiving the request, but the 20 Business Day notice period specified in *rule 7.16* shall have no application;
- (b) the Returning Officer shall also send an Iwi Registration Form to the Member with the Private Notice;
- (c) the completed Iwi Registration Form together with any completed Voting Paper must be received by the Returning Officer on or before the date by which completed Voting Papers are otherwise to be received by the Returning Officer and the Member's registration must be approved by the Registrar in order for the Member's vote to be counted by the Returning Officer in accordance with *rule 9* of this Schedule;

7.18 Notwithstanding anything in the First Schedule to this Deed, the Returning Officer shall forthwith upon receipt refer all completed Iwi Registration Forms to the Registrar and the Registrar shall consider, determine and advise the Returning Officer of the outcome of any applications for registration that are received in that context within five (5) Business Days of the date at which the election is held.

Exercise of Vote

7.19 Votes by Adult Registered Members must be validly cast on a Voting Paper and must be:

- (a) received by the Returning Officer on or before the notified date by which completed Voting Papers are to be received by the Returning Officer; or
- (b) where cast by post, received by the Returning Officer no later than three working (3) days after the closing date for the election but only if the envelope containing

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the Voting Paper is date stamped on or before the closing date for the election; or

- (c) where cast by electronic means, received by the Returning Officer before any notified date by which votes by electronic means are to be cast.

7.20 Each Voting Paper must contain information that is sufficient for the Returning Officer to:

- (a) identify the voter to whom the Voting Paper has been issued; and
- (b) ensure that only one (1) vote is cast by each Adult Registered Member.

8. RETURNING OFFICER

8.1 The Trustees shall appoint a person or election services provider to act as an independent Returning Officer for the purpose of elections held under *rule 7* of this Schedule, provided however that the Returning Officer shall not be a Trustee, a nominee, an employee of the Trust, or a Member.

8.2 The Returning Officer shall be responsible for receiving and counting all votes cast in an election held under *rule 7* of this Schedule.

8.3 The Trustees may appoint up to two (2) persons to assist the Returning Officer with his or her task, provided that such persons shall not be Trustees or nominees.

9. COUNTING OF VOTES

Counting of Votes

9.1 On completion of voting in an election held under *rule 7* of this Schedule, the Returning Officer shall:

- (a) review all votes cast;
- (b) reject as informal:
 - (i) any Voting Paper for which there is reasonable cause to believe that it was not prepared by the Trust or Returning Officer for the purposes of the election;
 - (ii) any Voting Paper that is not properly completed by an Adult Registered Member; and
 - (iii) any Voting Paper that does not clearly indicate the nominee or nominees for which the voter intended to vote,

provided that no Voting Paper shall be rejected as informal by reason only of some informality in the manner in which it has been dealt with by the voter if the Voting Paper is otherwise regular and if, in the opinion of the Returning Officer, the intention of the voter is clearly indicated;

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- (c) count the number of votes rejected as informal; and
- (d) count the number of valid votes cast in the election received by each nominee.

9.2 In each election that is held under *rule 7* of this Schedule the nominees who receive the highest number of valid votes for those Trustee positions for which nominations were made by Adult Registered Members under *rule 7.5* of this Schedule will be elected as Trustees.

9.3 If there are an equal number of votes for any last available Trustee position in an election, the successful nominee will be decided by the drawing of lots by the Returning Officer.

Provisional Votes

9.4 Where an Adult Member is not an Adult Registered Member and has voted in accordance with *rule 7.17(c)* of this Schedule:

- (a) such vote is provisional until such time as the voter's Iwi Registration Form is approved by the Registrar under *rule 7.18* of this Schedule; and
- (b) the provisional vote will be invalidated if the application for registration as an Adult Registered Member is declined by the Registrar,

9.5 Where, in respect of any election, one (1) or more provisional votes has been cast:

- (a) if the validity or otherwise of the provisional votes may affect the outcome of the election, the Returning Officer may not certify the result of the election until the validity of the provisional votes has been confirmed pursuant to *rule 7.18* of this Schedule and any valid provisional votes have been counted;
- (b) if the validity or otherwise of the provisional votes will not affect the result of the election, the Returning Officer may certify the result notwithstanding that the validity of the provisional votes has not been confirmed pursuant to *rule 7.18* of this Schedule and the provisional votes have not been counted.

10. DECLARATION AND NOTIFICATION

Declaration in respect of Trustee Elections

10.1 In respect of Trustees elected in accordance with *rule 7*, the Returning Officer shall make, and forward to the Trust within 10 Business Days of the date of the election, a declaration in writing stating:

- (a) the number of Voting Papers received;
- (b) the number of Voting Papers rejected as informal;
- (c) the number of valid votes received by each nominee in respect of the Trustee positions for which nominations were made by Adult Registered Members under *rule 7.2* of this Schedule;

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- (d) where applicable, the results of any drawing of lots conducted by the Returning Officer under *rule 9.3* of this Schedule; and
- (e) the names of the duly elected Trustees.

Declaration in respect of Te Kāhui o Paerangi Trustee Appointments

10.2 In respect of Trustees appointed by Te Kāhui o Paerangi in accordance with *rule 6*, the Independent Secretariat shall make, and forward to the Trust within 10 Business Days of the date of the appointments, a declaration in writing stating the names of the duly appointed Trustees.

Notification

10.3 Upon receipt by the Trust of the declarations under *rule 10.1* or *rule 10.2* of this Schedule, the Trustees shall:

- (a) give Public Notice of the result within 10 Business Days of the date of the declaration;
- (b) advise the nominees in writing of the result; and
- (c) announce the result at the annual general meeting of the Trust in that Income Year.

11. RETENTION OF ELECTION RECORDS

11.1 The Returning Officer shall, as soon as practicable after he or she has declared the result of the election:

- (a) place all Voting Papers and other voting records into a sealed packet;
- (b) endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election and sign the endorsement; and
- (c) forward the sealed packet to the Trust.

11.2 Any sealed packet received from the Returning Officer shall be safely kept unopened by the Trust for a period of six (6) months from the date that the election to which the packet relates was held.

11.3 At the expiry of that six (6) month period the packets shall be destroyed unopened.

12. VACANCY OF TRUSTEE

12.1 If a Trustee:

- (a) resigns or retires by written notice to the other Trustees;
- (b) dies;

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- (c) ceases to reside within New Zealand;
- (d) terminates his or her registration as a Member under *rule 5.4(c)* of the First Schedule;
- (e) is removed from office under *clause 23.3* of this Deed; or
- (f) is removed from office under *rule 13* of this Schedule,

that Trustee's position shall be deemed to be vacant and a new Trustee shall be appointed in accordance with *rule 15* of this Schedule.

13. REMOVAL FROM OFFICE OF TRUSTEE

- 13.1 Notwithstanding the foregoing rules of this Schedule, a Trustee shall be removed from office and his or her position deemed vacant if the Trustee:
 - (a) is declared bankrupt;
 - (b) is convicted of:
 - (i) an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961; or
 - (ii) an offence under section 373(4) of the Companies Act 1993; or
 - (iii) an offence punishable by two (2) or more years imprisonment;
 - (c) is disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
 - (d) is removed as a trustee of a trust by order of a Court on the grounds on breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
 - (e) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Assessment and Treatment) Act 1992;
 - (f) becomes subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988;
 - (g) fails to attend more than three (3) consecutive Trustee meetings without good reason or without the permission of the Chairperson;
 - (h) refuses to act in his or her capacity as Trustee; or
 - (i) makes a false declaration in the Trustee's nomination form under *rule 7.6(b)* of this Schedule.
- 13.2 A Trustee shall be declared removed from office on any of the grounds in *rule 13.1* of this Schedule by a resolution passed by a majority of not less than 75% of the other Trustees.

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- 13.3 A Trustee removed from office in accordance with *rules 13.1 and 13.2* of this Schedule shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected or appointed as a Trustee for a period of not less than four (4) years following his or her removal.
- 13.4 The removal of a Trustee in accordance with *rule 13.1* of this Schedule shall, together with reasons, be reported at the next annual general meeting of the Trust following such removal.

14. REPLACEMENT OF TRUSTEE

- 14.1 In the event of a Trustee vacancy under *rule 12* of this Schedule and the term to run for that vacancy exceeds six months, then:
 - (a) if the vacancy relates to an Initial Trustee, a replacement Trustee shall be appointed by Te Kāhui o Paerangi;
 - (b) if the vacancy relates to a Trustee who was appointed by Te Kāhui o Paerangi in accordance with *rule 6*, a replacement Trustee shall be appointed by Te Kāhui o Paerangi at the next hui of Te Kāhui o Paerangi in accordance with the tikanga and procedures of Te Kāhui o Paerangi;
 - (c) if the vacancy relates to Trustees who were elected from all Adult Registered Members in accordance with *rule 7*:
 - (i) the Trust shall offer the vacant position to the next highest polling nominee at the previous election who was nominated by Adult Registered Members under *rule 7.2* of this Schedule; and
 - (ii) if that nominee declines to accept appointment as a trustee, a replacement Trustee shall be appointed by Te Kāhui o Paerangi; and
 - (d) as required, each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust Assets to the other Trustees and any replacement trustee.

Term of replacement trustees

- 14.2 In the case of an appointment made pursuant to *rule 14.1* of this Schedule, the replacement Trustee shall, as the case may be, hold office:
 - (a) in the case of a person appointed to replace an Initial Trustee, for the balance of the Establishment Period; and
 - (b) in the case of a person appointed to replace a Trustee appointed or elected pursuant to *rule 6* and *rule 7* of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

15. RECORD OF CHANGES OF TRUSTEES

- 15.1 Upon the notification of every election, appointment, retirement, vacancy, removal or replacement of any Trustee, the Trustees will ensure that an entry is made in the

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minutes of the Trust to that effect.

**THIRD SCHEDULE
PROCEDURE FOR TRUSTEE MEETINGS**

1. TIME AND PLACE OF TRUSTEE MEETINGS

- 1.1 In addition to any General Meeting, the Trustees may agree to convene one (1) or more meetings of Trustees in each Income Year.
- 1.2 A meeting of Trustees may also be requested by the Chairperson, the Deputy Chairperson, or the written request of three (3) or more Trustees in accordance with *rule 3* of this Schedule.
- 1.3 Subject to any other requirements in this Deed:
 - (a) meetings of Trustees will be held at such date, time and venue as the Trustees may from time to time determine; and
 - (b) the Trustees may adjourn or otherwise regulate their meetings as they, in their discretion, think fit.

2. ELECTION OF CHAIRPERSON, DEPUTY CHAIRPERSON AND SECRETARY

- 2.1 At the first meeting of Trustees after the date of this Deed and at the first meeting of Trustees after the annual general meeting in each subsequent Income Year, the Trustees will appoint:
 - (a) one (1) of the Trustees as Chairperson; and
 - (b) another Trustee as Deputy Chairperson; and
 - (c) appoint an employee of the Trust, who may be the Chief Executive, as Secretary for the purpose of the administration of, and minute taking at, Trustee meetings.
- 2.2 Subject to *rule 2.3* of this Schedule, these people will, unless they earlier retire or are removed as a Trustee, hold their respective offices until the first meeting of the Trust after the annual general meeting in the Income Year immediately following their appointment as Chairperson or Deputy Chairperson or Secretary, but they may at that time be reappointed.
- 2.3 The Trustees may by resolution passed by a majority of not less than 75% of the other Trustees at any time before the next meeting referred to in *rule 2.2* of this Schedule remove any person from the office of Chairperson or Deputy Chairperson or Secretary and appoint a new Chairperson or Deputy Chairperson or Secretary.

3. POWER TO CALL SPECIAL MEETINGS OF TRUSTEES

- 3.1 The Secretary shall on the written request of either:
 - (a) the Chairperson; or
 - (b) the Deputy Chairperson if, at the relevant time, the Chairperson is indisposed or

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not in New Zealand; or

(c) three (3) or more Trustees;

convene a special meeting of Trustees in accordance with the request.

3.2 The request will be deemed to be given on the Business Day that it is received or, if received on a day that is not a Business Day, on the next Business Day and, upon receipt of a request under *rule 3.1* of this Schedule:

- (a) the Secretary shall give notice to the Trustees within five (5) Business Days from the date on which a request is deemed to have been given of the date, of the time, venue and agenda of a special meeting of Trustees;
- (b) such special meeting must be held within 15 Business Days from the date of the notice; and
- (c) the Trustees must convene such a special meeting of Trustees in accordance with the notice.

4. NOTICE OF TRUSTEE MEETINGS

4.1 In addition to any other notice requirements in this Deed, and except as provided in *rule 3.2* of this Schedule in respect of notice of special meetings, each Trustee is to receive not less than 10 Business Days' notice of any meeting of Trustees.

4.2 Each notice of a meeting of Trustees or other communication required under this Deed to be given to a Trustee, is to be:

- (a) in writing marked for the attention of the Trustee;
- (b) made by personal delivery, post or email communication to the Trustee at his or her postal address or email address as from time to time notified for the purpose by the Trustee to the Secretary at the Registered Office; and
- (c) accompanied by an agenda, any relevant supporting papers and notice of any resolutions that are required to be passed by a majority of not less than five (5) of the Trustees.

4.3 No notice or other communication to a Trustee will be effective until received, provided however that a notice will be deemed to have been received by a Trustee:

- (a) in the case of a email communication, on the Business Day on which it is transmitted or, if transmitted after 5.00pm on a Business Day or transmitted on a non-Business Day, on the next Business Day after the date of transmittal;
- (b) in the case of personal delivery, when delivered; and
- (c) in the case of delivery by post, five (5) Business Days after posting by Fastpost or Courierpost.

4.4 Any ordinary or special meeting of Trustees will, notwithstanding that it is called by

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shorter notice or in a different form than that provided in *rules 4.1 and 4.2* of this Schedule, be deemed to have been properly convened if, prior to the meeting proceeding to business, it is so agreed:

- (a) in the case of a meeting of Trustees where the agenda comprises only ordinary business, by a majority in number of the Trustees present at the meeting in person or by telephone or other electronic link; and
- (b) in the case of a meeting of Trustees where the business comprises one (1) or more resolutions that are required to be passed by a majority of not less than five (5) of the Trustees, by five (5) of the Trustees present in person or by telephone or other electronic link.

5. PROCEEDINGS AT MEETINGS

Quorum

- 5.1 No business is to be transacted at any meeting of Trustees unless the required quorum is present at the time when the meeting proceeds to business.
- 5.2 The quorum for a meeting of Trustees at which a resolution that is required to be passed by a majority of not less than five (5) of the Trustees is proposed, other than as provided in *rule 5.6* of this Schedule, is five (5) of the Trustees present in person or by telephone or other electronic link.
- 5.3 The quorum for meeting of Trustees at which the only resolutions to be proposed are ordinary resolutions, other than as provided in *rule 5.6* of this Schedule, is four (4) of the Trustees present in person or by telephone or other electronic link.
- 5.4 If the required quorum under *rules 5.2 or 5.3* is not present within one (1) hour from the time appointed for any meeting, the meeting will stand adjourned until the 10th Business Day, or such other date as the Trustees may determine, following that adjournment in the case of meeting of Trustees
- 5.5 On the later day to which any meeting is adjourned under *rule 5.4* of this Schedule, the meeting will be held at the same time and in the same place as the adjourned meeting unless the Trustees determine that the meeting shall be held at another time and place.
- 5.6 If a quorum is not present within one (1) hour from the time appointed for any adjourned meeting, the Trustees present in person or by telephone in the case of an meeting of Trustees shall constitute a quorum.
- 5.7 If, due to the application of *clause 21.4(b)* of this Deed, the required quorum under *rules 5.2 or 5.3* is not present to determine any resolution, the resolution will be adjourned for consideration at the next scheduled meeting of Trustees or a meeting of Trustees on such other date as the Trustees may determine.

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Vacancies

5.8 The Trustees may act notwithstanding any vacancy or vacancies in their number, 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 appointment of replacement Trustees to fill any vacancy or vacancies, and for no other purpose.

Defects of appointment

5.9 All acts done by any meeting of the Trustees or of any committee appointed under *rule 6* of this Schedule shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or any person co-opted to any committee, or that they were disqualified from appointment, be valid as if every such person had been duly appointed and was qualified to act.

Chairperson

5.10 The Chairperson or, failing him or her, the Deputy Chairperson, will preside over and have control of every meeting of Trustees.

5.11 If there is no Chairperson or Deputy Chairperson present at the time appointed for holding a meeting of Trustees, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose any of their number to substitute as Chairperson for that meeting.

Resolutions

5.12 Subject to any other provision in this Deed, any decision arising at any meeting of the Trustees shall, in the first instance, be attempted to be resolved by consensus. Should consensus not be possible, the decision is to be put as an ordinary resolution and passed by the majority of the Trustees present in person or by telephone or other electronic link.

5.13 At any meeting of Trustees, a resolution put to the vote of the meeting will be decided by the Chairperson, Deputy Chairperson or other person chairing the meeting by counting the votes cast on a show of hands together with those cast by telephone or other electronic link.

5.14 The declaration of the Chairperson, Deputy Chairperson or other person chairing the meeting that a resolution has been carried, or lost, by the requisite majority and an entry to that effect specifying the numbers of votes cast for and against (and abstentions) in the minutes the Trust meeting maintained under *rule 7* of this Schedule will be conclusive evidence of the passing of that resolution.

5.15 The only persons entitled to vote at meetings of Trustees are the Trustees.

5.16 In the event of an equality of votes, neither the Chairperson, the Deputy Chairperson or other person chairing the meeting is to have a second or casting vote and the matter shall be put to a second vote.

5.17 Subject to *clause 21.4(a)* of this Deed, each Trustee is entitled to cast a vote in his or

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her own capacity on any resolution put to a meeting of Trustees.

Attendance at Meetings

5.18 Meetings of Trustees are not open to Members of Ngāti Rangi, provided however that:

- (a) the Chief Executive and Secretary shall attend any meeting of Trustees;
- (b) the Trustees may resolve to permit any person who is a Registered Member of Ngāti Rangi or any employee of the Trust or advisor or any other person to attend all or part of a meeting of Trustees and to speak at such meeting during any period that the Trustees decide to open for such purpose;

5.19 The Chairperson, Deputy Chairperson or other person chairing the meeting may direct, following a resolution by Trustees, that the Chief Executive, Secretary, Registered Members of Ngāti Rangi or any other person not being a Trustee attending any meeting of Trustees must leave the meeting because of the confidentiality of information that is to be discussed.

Telephone or Other Electronic Link

5.20 The contemporaneous linking together by telephone or other electronic link, including Skype or similar video conferencing, of a number of the Trustees representing not less than a quorum, whether or not any one or more of them is out of New Zealand, will be deemed to constitute a valid meeting of Trustees provided that:

- (a) all the Trustees for the time being entitled to receive notice of a meeting of Trustees will be entitled to notice of such meeting and to be linked by telephone or other electronic link for the purposes of such meeting;
- (b) each of the Trustees taking part in such a meeting and the Secretary must be able to hear each of the other Trustees taking part at the commencement of the meeting;
- (c) at the commencement of such a meeting each of the Trustees must acknowledge his or her presence to all of the other Trustees taking part in any such meeting;
- (d) a Trustee may not leave such a meeting by disconnecting his or her telephone or other electronic link, unless he has previously obtained the express consent of the Chairperson, Deputy Chairperson or other person chairing the meeting;
- (e) a Trustee will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the Chairperson of the meeting to leave the meeting; and
- (f) A minute of the proceedings at such a meeting will be sufficient evidence of such proceedings and of the observance of all necessary formalities if the Chairperson of that meeting has certified the minute as a correct minute.

Unruly Meetings

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5.21 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, is put to the vote without further discussion.

6. APPOINTMENT OF COMMITTEES

Trustees may appoint committees

6.1 The Trustees may by resolution appoint two (2) or more Trustees to be a committee to inquire into or progress any matter on behalf of the Trust.

6.2 Any committee of Trustees appointed by the Trust:

- (a) shall elect a chairperson who must be a Trustee;
- (b) may co-opt, with the Trustees' approval, other persons for consultation and advice;
- (c) regulate its meetings as it sees fit subject to any policies and procedures established by the Trust;
- (d) determine questions by consensus and where consensus is not reached, the question shall be passed by a majority of votes;
- (e) unless otherwise directed by the Trustees make monthly reports to the Trust including:
 - (i) details of the activities of the committee since the last such report; and
 - (ii) any income received or expenditure incurred;
- (f) incur no debts or liabilities that cumulatively exceed the amount of one thousand (\$1,000) dollars without the prior approval of the Trust;
- (g) not enter into any transaction or other commitment without the approval of the Trust; and
- (h) ensure its activities and actions are consistent with the Trust Purpose and the provisions of this Deed.

7. MINUTES

Minutes to be kept

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

Minutes to be evidence of proceedings

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7.2 Any minute of a meeting of Trustees that is signed by the Chairperson, Deputy Chairperson or other person chairing that meeting shall be evidence of those proceedings.

Minutes to be evidence of proper conduct

7.3 Where minutes of a meeting of Trustees have been made in accordance with the provisions of *rule 7.1*, the meeting shall, unless and until the contrary is proved, be deemed to have been properly convened and its proceedings to have been properly conducted.

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FOURTH SCHEDULE PROCEDURE FOR SPECIAL RESOLUTIONS

1. APPLICATION OF THIS SCHEDULE

- 1.1 Except where provided otherwise in this Deed, a special resolution to:
 - (a) approve a Major Transaction in accordance with *clause 5.3* of this Deed; or
 - (b) amend this Deed in accordance with *clause 26* of this Deed; or
 - (c) approve a resettlement in accordance with *clause 27* of this Deed; or
 - (d) terminate the Trust in accordance with *clause 28* of this Deed;

shall only be passed in accordance with the rules set out in this Schedule.

2. VOTING

- 2.1 In order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Members of Ngāti Rangi who cast a valid vote in respect of the proposed Special Resolution in accordance with the rules in this Schedule.
- 2.2 Every Special Resolution after the date of this Deed shall be by way of ballot of Adult Registered Members of Ngāti Rangi with votes to be:
 - (a) cast on a Ballot Paper; and
 - (b) received by the Returning Officer on or before any notified date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office.
- 2.3 In the event that the Trust establishes electronic voting facilities, the Trust may also provide for Adult Registered Members of Ngāti Rangi to vote by electronic means in addition to postal voting.
- 2.4 The Chief Executive and Returning Officer may, as appropriate and in a manner not inconsistent with the provisions of the Electoral Act 1993, take steps to assist the casting of votes by Adult Registered Members of Ngāti Rangi who are disabled.
- 2.5 For the avoidance of doubt, Adult Registered Members of Ngāti Rangi may not vote by proxy.

3. RETURNING OFFICER

- 3.1 The Trustees shall appoint a person or election services provider to act as an independent Returning Officer for the purpose of conducting a ballot on any Special Resolution held under this Schedule, provided however that the Returning Officer shall not be a Trustee, a nominee, an employee of the Trust, or a Member of Ngāti Rangi.
- 3.2 The Returning Officer shall be responsible for receiving and counting all votes cast in

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ballot held under this Schedule.

3.3 The Trustees may appoint up to two (2) persons to assist the Returning Officer with his or her task, provided that such persons shall not be Trustees or nominees.

4. SPECIAL GENERAL MEETING

4.1 The Trustees may, but are not required, to call a special general meeting for the purpose of discussing any matter that is required to be the subject of a Special Resolution and no other business may be transacted at such special general meeting.

4.2 Any such special general meeting shall be notified and conducted in accordance with *clause 20* of this Deed.

5. NOTICE OF BALLOT

5.1 At least 20 Business Days before the date at which a ballot will be held under this Schedule, the Trustees will give Public Notice of:

- (a) the date on which the ballot will be held;
- (b) the Special Resolution that will be the subject of the ballot;
- (c) the date by which completed Ballot Papers are to be received by the Returning Officer;
- (d) the means by which votes may be cast in the ballot; and
- (e) where Ballot Papers and any other information that may reasonably inform Members of Ngāti Rangi about the Special Resolution may be viewed or obtained.

5.2 At least 20 Business Days before the date on which a ballot will be held, the Trustees shall send to all Adult Registered Members of Ngāti Rangi Private Notice in writing of:

- (a) the purpose of the ballot;
- (b) the date on which the ballot will be held;
- (c) the Special Resolution that will be the subject of the ballot;
- (d) the date by which completed Ballot Papers are to be received by the Returning Officer;
- (e) the means by which votes may be cast in the ballot;
- (f) a Ballot Paper;
- (g) where further Ballot Papers and any other information that may reasonably inform Members of Ngāti Rangi about the Special Resolution may be viewed or obtained.

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5.3 Any Adult Member of Ngāti Rangi, not being a Registered Member of Ngāti Rangi, may make a written request, which must be received by the Returning Officer no later than 10 Business Days after the date of the Public Notice under *rule 5.1* of this Schedule, for a Private Notice in writing containing the information required under *rule 5.2*, provided however that:

- (a) the Returning Officer shall send the requested Private Notice to the Member of Ngāti Rangi within five (5) Business Days of receiving the request, but the 20 Business Day notice period specified in *rule 5.2* shall have no application;
- (b) the Returning Officer shall also send an Iwi Registration Form to the Member of Ngāti Rangi with the Private Notice;
- (c) the completed Iwi Registration Form together with any completed Ballot Paper must be received by the Returning Officer on or before the date by which completed Ballot Papers are otherwise to be received by the Returning Officer and the Member of Ngāti Rangi's registration must be approved by the Registrar in order for the Member of Ngāti Rangi's vote to be counted by the Returning Officer in accordance with *rule 7* of this Schedule;

5.4 Notwithstanding anything in the First Schedule to this Deed, the Returning Officer shall forthwith upon receipt refer all completed Iwi Registration Forms to the Registrar and the Registrar shall consider, determine and advise the Returning Officer of the outcome of any applications for registration that are received in that context within five (5) Business Days of the date at which the ballot is held.

6. EXERCISE OF VOTE

6.1 Votes by Adult Registered Members of Ngāti Rangi under this Schedule must be validly cast on a Ballot Paper and must be:

- (a) received by the Returning Officer on or before the notified date by which completed Ballot Papers are to be received by the Returning Officer; or
- (b) where cast by post, received by the Returning Officer no later than three (3) days after the closing date for the ballot but only if the envelope containing the Ballot Paper is date stamped on or before the closing date for the election; or
- (c) where cast by electronic means, received by the Returning Officer before any notified date by which votes by electronic means are to be cast.

6.2 Each Ballot Paper must contain information that is sufficient for the Returning Officer to:

- (a) identify the voter to whom the Ballot Paper has been issued; and
- (b) ensure that only one (1) vote is cast by each Adult Registered Member of Ngāti Rangi.

7. COUNTING OF VOTES

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Counting of Votes

7.1 On completion of voting in a ballot held under this Schedule, the Returning Officer shall:

- (a) review all votes cast;
- (b) reject as informal:
 - (i) any Ballot Paper for which there is reasonable cause to believe that it was not prepared by the Trust or Returning Officer for the purposes of the ballot;
 - (ii) any Ballot Paper that is not properly completed by an Adult Registered Member of Ngāti Rangi; and
 - (iii) any Ballot Paper that does not clearly indicate the voter's intended vote on the Special Resolution,

provided that no Ballot Paper shall be rejected as informal by reason only of some informality in the manner in which it has been dealt with by the voter if the Ballot Paper is otherwise regular and if, in the opinion of the Returning Officer, the intention of the voter is clearly indicated;

- (c) count the number of votes rejected as informal; and
- (d) count the number of valid votes cast in the ballot.

Provisional Votes

7.2 Where an Adult Member of Ngāti Rangi is not an Adult Registered Member of Ngāti Rangi and has voted in accordance with *rule 5.3(c)* of this Schedule:

- (a) such vote is provisional until such time as the voter's Iwi Registration Form is approved by the Registrar under *rule 5.4* of this Schedule; and
- (b) the provisional vote will be invalidated if the application for registration as an Adult Registered Member of Ngāti Rangi is declined by the Registrar,

7.3 Where, in respect of any ballot, one (1) or more provisional votes has been cast:

- (a) if the validity or otherwise of the provisional votes may affect the outcome of the ballot, the Returning Officer may not certify the result of the ballot until the validity of the provisional votes has been confirmed pursuant to *rule 5.4* of this Schedule and any valid provisional votes have been counted;
- (b) if the validity or otherwise of the provisional votes will not affect the result of the ballot, the Returning Officer may certify the result notwithstanding that the validity of the provisional votes has not been confirmed pursuant to *rule 5.4* of this Schedule and the provisional votes have not been counted.

8. DECLARATION AND NOTIFICATION

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Declaration

- 8.1 The Returning Officer shall make, and forward to the Trustees within 10 Business Days of the date on which the ballot was held, a declaration in writing stating:
 - (a) the number of Ballot Papers received;
 - (b) the number of Ballot Papers rejected as informal;
 - (c) the number of valid votes received in favour of each proposed resolution and the number of valid votes received against each proposed resolution; and
 - (d) whether each proposed resolution has been passed by a sufficient majority of Adult Registered Members of Ngāti Rangi;
- 8.2 Upon receipt by the Trust of the declaration of the Returning Officer under *rule 8.1* of this Schedule, the Trust shall:
 - (a) give Public Notice of the result of the ballot within 10 Business Days of the date of the declaration; and
 - (b) announce the result of the ballot at the next annual general meeting of the Trust.

9. RETENTION OF BALLOT RECORDS

- 9.1 The Returning Officer shall, as soon as practicable after he or she has declared the result of the ballot:
 - (a) place all Ballot Papers and other voting records into a sealed packet;
 - (b) endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election and sign the endorsement; and
 - (c) forward the sealed packet to the Trustees.
- 9.2 Any sealed packet received from the Returning Officer shall be safely kept unopened by the Trustees for a period of six (6) months from the date that the ballot to which the packet relates was held.
- 9.3 At the expiry of that six (6) month period the packets shall be destroyed unopened.