

[Date]2016

TATAU TATAU O TE WAIROA TRUST

TRUST DEED

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TATAU TATAU O TE WAIROA TRUST DEED

Executed as a deed on the day of 2016

HE WHAKAMĀRAMA

- A. Te Tira Whakaemi o Te Wairoahas represented the Iwi and Hapū of Te Rohe o Te Wairoa throughout the Treaty of Waitangi settlement negotiations with the Crown.
- B. The Iwi and Hapū of Te Rohe o Te Wairoa have agreed to establish a new legal body to receive, administer and distribute the settlement assets received by the Iwi and Hapū of Te Rohe o Te Wairoa as part of the Treaty of Waitangi settlement agreed with the Crown.
- C. The role of the new legal body will be to receive and administer the settlement redress obtained from the Crown through the settlement of the historical Treaty of Waitangi claims of the Iwi and Hapū of Te Rohe o Te Wairoa.
- D. The terms upon which the Iwi and Hapū of Te Rohe o Te Wairoa have agreed the new legal body will operate, are set out in this Deed.
- E. Within 2 years the Initial Trustees must carry out a review of the ownership arrangements for the Trust Assets and the representative arrangements for the Trust.

1. CONSTITUTION, OBJECT AND POWERS OF THE TRUST

1.1 Trust Established

The Settlor hereby transfers the sum of \$100 to the Trustees to be held on trust pursuant to the terms of this Deed. The trust established by this Deed is to be known as TatauTatau o TeWairoa. The Trustees acknowledge that they hold the sum of \$100 transferred to them as part of the Trust's Assets and agree that they will hold the Trust's Assets upon the trusts and pursuant to the terms of this Deed.

1.2 Trust Administration

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

1.3 Purpose of the Trust

The purpose for which the Trust is established is to receive, hold, manage, administer and distribute the Trust's Assets on behalf of and for the benefit of the present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa in accordance with this Deed.

1.4 In giving effect to the purposes of the Trust, TatauTatau o TeWairoa may act to:

- (a) promote the educational, spiritual, economic, social and cultural advancement and well-being of the Members of the Iwi and Hapū of Te Rohe o Te Wairoa;

- (b) seek out, strengthen and retain the traditional, cultural and spiritual values of the Iwi and Hapū of Te Rohe o Te Wairoa;
- (c) promote and support the manamotuhake of the Iwi and Hapū of Te Rohe o Te Wairoa where appropriate;
- (d) enhance and enrich the quality of life of the Iwi and Hapū of Te Rohe o Te Wairoa;
- (e) organise, encourage and provide employment, educational, recreational, training, health, housing, welfare and cultural opportunities;
- (f) assist in ensuring the ongoing maintenance and establishment of places of cultural or spiritual significance to the Iwi and Hapū of Te Rohe o Te Wairoa; and
- (g) facilitate the advancement of the TatauTatau o TeWairoaKāhui, including in relation to ownership arrangements for the Trust Assets where appropriate.

1.5 Principles

Tatau Tatau o Te Wairoa shall, in giving effect to the purposes in *clauses 1.3 and 1.4*, be guided by the following principles:

- (a) the Trustees are to act in the interests of all Members of the Iwi and Hapū of Te Rohe o Te Wairoa;
- (b) to the extent possible, the Trustees are to act in a manner that promotes kotahitanga of the Iwi and Hapū of Te Rohe o Te Wairoa, in recognition of the collective whakapapa of all Members of TatauTatau o TeWairoa;
- (c) te reo me ngātikanga o ngā Iwi mēngāHapū o Te Wairoa is to be fostered;
- (d) the Trustees are to act in accordance with the relevant tikanga of the Iwi and Hapū of Te Rohe o Te Wairoa to achieve the best possible standards of kaitiakitanga and business practice;
- (e) the Trustees are to ensure open and transparent communication between the Trustees and the Iwi and Hapū of Te Rohe o Te Wairoa through regular reporting to Kāhui.

1.6 Powers of Trust

To achieve the purposes of Tatau Tatau o Te Wairoa, subject to *clause 1.7*:

- (a) the Trustees shall have all the rights, powers and privileges of a natural person in the administration, management and investment of the Trust's Assets and may deal with the Trust's Assets as if the Trustees were the absolute owner of, and beneficially entitled to, the Trust's Assets;
- (b) in addition to any specific powers vested in the Trustees by law, in dealing with the Trust's Assets the Trustees may do any act or thing or procure the doing of any act or thing, or enter into any obligation whatever, including, subject to any limitations in this Deed, exercising unrestricted powers to buy, acquire, sell or otherwise dispose of, any Property and to borrow and raise money, and to give securities and guarantees; and
- (c) except as otherwise expressly provided in this Trust Deed, the Trustees may exercise all the powers and discretions vested in them by this Trust Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide.

1.7 Restriction on exercise of Trustee powers

Notwithstanding *clause 1.6*:

- (a) the Trustees or any entity which is a Tatau Tatau o Te Wairoa Group Entity must not enter into a Major Transaction unless that Major Transaction is approved by way of Special Resolution in accordance with the Fourth Schedule or is contingent upon approval by way of Special Resolution in accordance with the Fourth Schedule.
- (b) Trustees may only exercise their powers during the Initial Period in accordance with clause 2.

2. ARRANGEMENTS DURING INITIAL PERIOD

2.1 Activities of the Trustees

The Initial Trustees will, during the Initial Period:

- (a) receive any funds or assets transferred to Tatau Tatau o Te Wairoa, including receiving any Settlement Property from the Crown;
- (b) manage and oversee the process set out in clauses 2.3 and 2.4;
- (c) consult with representatives of the Iwi and Hapū of Te Rohe o Te Wairoa to determine whether to purchase any properties that might become available for purchase during the Initial Period, including in particular Settlement Properties

that become available through the right of deferred selection or right of first refusal under the Deed of Settlement;

- (d) organise and manage the first election of Trustees (including, where necessary, contracting out the running of such election to an independent third party);
- (e) maintain records and information that will facilitate the preparation by the first elected Trustees of the first Annual Plan, Five Year Strategic Plan and Annual Report in accordance with *clauses 9.1, 9.2 and 10.1*; and
- (f) administer and manage the Trust Assets.

2.2 Initial Trustees must not risk Assets

The Initial Trustees shall have no authority to:

- (a) grant any mortgage, charge or other encumbrance over any of the Trust Assets or part of them which confers a power of sale;
- (b) use any of the Trust Assets as part of any guarantee or other security arrangement; or
- (c) sell, exchange, transfer, or otherwise permanently dispose of any of the Trust Assets, unless reasonably necessary in the ordinary course of business.

2.3 Review of Ownership Arrangements

Notwithstanding any other clause in this Deed the Trustees must, no later than 2 years after the Settlement Date, undertake a fair and transparent process that is open to all Adult Members of the Iwi and Hapū of Te Rohe o Te Wairoa to review and determine the ownership arrangements of the Trust Assets and representation arrangements on the Trust.

2.4 Review Process

In carrying out the process required by clause 2.3 the Trustees shall:

- (a) Commence the process by first consulting with the Adult Registered Members of the Iwi and Hapū of Te Rohe o Te Wairoa, including at a special general meeting called for this purpose;
- (b) Develop and circulate proposals for consideration by the Adult Registered Members of the Iwi and Hapū of Te Rohe o Te Wairoa; and
- (c) Following the completion of the process make a recommendation on the ownership arrangements for the Trust Assets and representation arrangements for the Trust for approval by a special resolution.

2.5 Effect of Special Resolution

Where any recommendation under clause 2.4(c) involves the transfer of ownership of any Trust Assets from the Trust to any other entity the approval of that

recommendation by special resolution shall constitute approval of the disposition of those Trust Assets as a Major Transaction in accordance with this Deed and the Trustees shall take all steps necessary to give effect to that special resolution.

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Appointment of Initial Trustees

The Initial Trustees of the Trust shall be the parties that have signed this Deed as trustees, namely:

(a) [List]

3.2 Election of Subsequent Trustees in accordance with Second Schedule

All Trustees other than the Initial Trustees listed in *clause 3.1* shall be elected following the process set out in the *Second Schedule*.

3.3 Collective Responsibility

Trustees that are elected in accordance with Schedule 2, must represent the interests of all Members of *[Name of Group]*.

3.4 Proceedings of Trustees

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

4. KAUMĀTUA COUNCIL

4.1 Appointment of Kaumātua Council

The representative Trustees of each Kāhui shall organise for their respective Kāhui to appoint up to 2 members to a Kaumātua Council from time to time on such terms of appointment, and subject to such rules and regulations, meeting procedures and processes, as may be prescribed by the Trustees from time to time.

4.2 Trustees not to be on Kaumatua Council

A Trustee may not be a member of the Kaumatua council.

4.3 Role of Kaumātua Council

On request from the Trustees, the Kaumātua Council will be responsible for advising the Trustees on matters relating to the tikanga, reo, kawa, kōrero and whakapapa of the relevant Kāhui. Except where a member of the Kaumātua Council is appointed to a Disputes Committee in accordance with *clause 29.5*, nothing in this Deed shall be deemed or construed so as to make the seeking or following of advice obtained from the Kaumātua Council binding upon the Trustees.

5. CHIEF EXECUTIVE AND OTHER EMPLOYEES

5.1 Trustees to appoint Chief Executive

The Trustees may appoint a Chief Executive to:

- (a) manage the day to day administration of Tatau Tatau o Te Wairoa including without limitation the implementation of planning, reporting and monitoring obligations under this Trust Deed; and
- (b) carry out any obligations and responsibilities given to the Chief Executive in the Deed of Settlement.

5.2 Delegations to Chief Executive

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

5.3 Trustee Role

A Trustee may not hold the position of Chief Executive nor be an employee of, or a contractor to, any entity or trust in the Tatau Tatau o Te Wairoa Group. Nothing in this clause affects the ability of a Trustee to be a Board member in accordance with *clause 7.1*.

6. TRUSTEES MAY ESTABLISH PSGE GROUP ENTITIES

6.1 Establishment of Subsidiaries

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of the Iwi and Hapū of Te Rohe o Te Wairoa, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees may establish and oversee the operations of any Subsidiaries.

6.2 Trustees to monitor

In giving effect to the Trust's purposes the Trustees shall be responsible for monitoring and otherwise overseeing the activities of Subsidiaries. The Trustees shall exercise their shareholding or power of appointment in Subsidiaries in such a way as to promote the performance by Subsidiaries of their activities in a manner which is consistent with the Trust's object and purpose.

6.3 Trustees may fund Subsidiaries

The Trustees may fund Subsidiaries by distributing capital or income or by making advances to the Subsidiary or by such other means as is consistent with the Trust's object and purpose.

6.4 Assets held for Tatau Tatau o Te Wairoa

All assets held and income derived by any Tatau Tatau o Te Wairoa Group Entity shall be held and derived for and on behalf of the Trust.

6.5 Directors responsible for governance

For the avoidance of doubt, and except as expressly provided by this Deed, all entities or trusts within the Tatau Tatau o Te Wairoa Group shall be governed by their

respective boards or other responsible bodies and the role of the Trustees in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders or (as applicable) appointor and beneficiaries of the relevant entity or trust.

6.6 Remuneration of directors and other trustees

The Trustees shall determine the remuneration payable to any director or trustee or controlling body of any owned or controlled Subsidiaries.

6.7 No influence in determining remuneration

No Trustee receiving any remuneration referred to in *clause 6.7* shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

7. APPOINTMENT OF BOARD MEMBERS OF SUBSIDIARIES

7.1 Appointment and removal of Board Members

- (a) The Trustees shall appoint and remove the Board Members of any Subsidiary.
- (b) The term of a Board Member of any Subsidiary shall not exceed 3 years. A Board Member may stand for re-election.
- (c) A Trustee may be a Board Member, provided that at no time may Trustees comprise more than 40% of the total number of Board Members of each Subsidiary.
- (d) If a Trustee is appointed a Board Member of a Subsidiary, they shall not be involved with decisions relating to his or her removal, tenure or rotation in relation to that Subsidiary.

7.2 Appointments with regard to skills and expertise

A director, a trustee or a controlling body of any Subsidiary shall only be appointed by the Trustees if that person has the particular skills and expertise that are necessary for the appointment having regard to the activities that the Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is necessary on the relevant Subsidiary. In considering whether to appoint any person as a Board Member, the Trustees or a Subsidiary, as the case may be, shall determine the appointments so that the relevant Board collectively possesses proven business experience, skills and expertise that are required of a Board Member of the Subsidiary to which the appointment relates, bearing in mind the activities that the relevant Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Subsidiary.

8. APPLICATION OF INCOME AND CAPITAL

8.1 Trustees may apply income and capital

- (a) To achieve the purposes of TatauTatau o TeWairoa and subject to *clause 8.1(b)* and any other requirements in this Trust Deed, the Trustees may:
- (i) 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 Beneficial Entity;
 - (ii) use or apply any capital of the Trust's Assets to or for the benefit of any Beneficial Entity without first using or applying the whole or any portion of the income of the Trust's Assets for that year;
 - (iii) set aside reserves against losses and contingencies or accumulations for future use or application by the Trustees;
 - (iv) write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose;
 - (v) 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; and
- (b) The Trustees must endeavour to act fairly in considering the needs and interests of present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa.

8.2 Accumulation in six months where income not applied

Any income from any Income Year that is not paid or applied in accordance with this *clause 8* during or within the six (6) months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust's Assets.

9. PLANS

9.1 Trustees to prepare Annual Plan

The Trustees shall prepare no later than one (1) month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year information including:

- (a) the strategic vision of the Trust for the TatauTatau o TeWairoa Group;
- (b) the nature and scope of the activities proposed by the Trustees for the TatauTatau o TeWairoa Group in the performance of the Trust's Purpose;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the TatauTatau o TeWairoa Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with;
- (f) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of the Iwi and Hapū of Te Rohe o Te Wairoa; and
- (g) any other information as the Trustees in their discretion consider necessary or appropriate.

9.2 Trustees to prepare Five Year Plan

After the Initial Period, the Trustees shall produce as soon as practicable, and update not less than every two years (2), a 5 Year Strategic Plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in *clause 9.1(a) to (g)* and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust's Assets.

10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

10.1 Preparation of annual report

The Trustees must, within five (5) months after the end of each Income Year, and no later than 20 Working Days prior to an annual general meeting, cause to be prepared an annual report on the affairs of the TatauTatau o TeWairoa Group covering the accounting period ending at the end of that Income Year which includes:

- (a) A comparison of performance against the Annual Plan.
- (b) Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the TatauTatau o TeWairoa Group for that Income Year. The Consolidated Financial Statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director or trustee of a Subsidiary) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer).

10.2 Audit of financial statements

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

10.3 Appointment of independent auditor

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

11. SUBSIDIARIES TO PREPARE PLANS AND REPORTS

11.1 Subsidiariesto prepare Plans and Statements of Intent

The Trustees shall procure that each Subsidiary will:

- (a) within six (6) months of the establishment of the Subsidiary, prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the 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 six (6) months of the establishment of the Subsidiary, prepare a Five Year Plan which shall be updated not less than every two (2) years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than one (1) month following the completion of the Five Year Plan referred to in paragraph (c) of this clause, 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;
- (e) within two (2) months after the completion of the first, second and third quarter of each Income Year send to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).

11.2 Trustee approval required

Prior to being implemented all Statements of Intent, Five Year Plans and Annual Plans must be approved by the Trustees. Such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust's Assets. However, nothing in this clause shall allow the Trustees to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, with the intention that the directors or trustees of the Subsidiaries shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.

11.3 Reports to comply with Companies Act 1993

The Trustees shall procure that all annual reports by any Subsidiary 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;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year;
- (c) any auditor's report of the financial statements (or group financial statements) of the company for that Income Year required by the constitutional documents of that Subsidiary.

11.4 Subsidiaries to meet Companies Act standard

All reports of any Subsidiary that is an entity other than a company shall be provided to the same standard, including as to form and content, as is required under *clause 11.3* as if the Subsidiary was a company.

11.5 Report to include comparison against plans

In addition to the matters set out in *clauses 11.3* and *11.4*, the Trustees shall procure that all reports by any Subsidiary 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 Five Year Plan and Statement of Intent).

11.6 Protection of Information

For the avoidance of doubt, nothing in this *clause 11* limits or affects the rights of the Trustees, as shareholders in any Subsidiary 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 Subsidiary.

12. DISCLOSURE OF PLANS, REPORTS AND MINUTES

12.1 Documents to be available for inspection

The Trustees shall hold at their offices and make available for inspection by any Member of the Iwi and Hapū of Te Rohe o Te Wairoa during normal business hours on any Working Day:

- (a) the Annual Report for the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;
- (d) the Five Year Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with *clause 14.14* of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) their own personal details on the Register;
- (h) the Deed and any amendment to the Deed;
- (i) the current constitution or trust deed and Statement of Investment Performance and Objectives of any Subsidiary; and
- (j) the interest register maintained in accordance with *clause 15.5*.

12.2 Costs of copying

Any Member of the Iwi and Hapū of Te Rohe o Te Wairoa shall be entitled to obtain copies of the information referred to in *clause 12.1*. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

13. NO DISCLOSURE OF SENSITIVE INFORMATION

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

14. GENERAL MEETINGS

14.1 Trustees to hold annual general meeting

The Trust shall, no later than six (6) 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 the Iwi and Hapū of Te Rohe o Te Wairoa, to be called its annual general meeting, and shall at that meeting:

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

14.2 Approval of Trustees' remuneration and appointment of auditor

- (a) No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of TatauTatau o TeWairoa present at the annual general meeting. Each such resolution will express the remuneration to be

paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee. This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director or trustee of a Subsidiary and that remuneration shall be determined by the Trustees pursuant to *clause 6*.

- (b) Clause 14.2(a) does not apply to any remuneration paid to any Interim Trustee and that remuneration shall be set by them for the period they hold office as Interim Trustees, on the basis of professional advice they must seek.
- (c) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of TatauTatau o TeWairoa present at the annual general meeting.

14.3 Notice of general meeting

The Trustees shall give not less than twenty (20) Working Days' notice of the holding of the annual general meeting, such notice to be given to all Adult Members of Tatau Tatau o Te Wairoa at the last postal address, digital or other contact detail provided for each such Adult Member of Tatau Tatau o Te Wairoa on the Tatau Tatau o Te Wairoa Register. Notice of the meeting shall also be inserted prominently in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of TatauTatau o TeWairoa reside. All such notices shall contain:

- (a) the date, time and place of the meeting;
- (b) an agenda of matters to be discussed at the meeting, which shall include any matters to be voted on or resolved, and the method of voting; and
- (c) details of where copies of any information to be laid before the meeting may be inspected.

14.4 Notice of special meetings

In addition to the annual general meeting of the Trust, the Trustees shall convene a special general meeting of the Members of TatauTatau o TeWairoa on the requisition of:

- (a) the majority of the Trustees then in office; or
- (b) 5% of the Adult Registered Members of TatauTatau o TeWairoa.

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

14.5 Annual general meeting not limited to notified business

At the discretion of the Chairperson, 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. For the avoidance of doubt, no resolution may be voted on at any Annual General Meeting unless appropriate notice has been given in accordance with *clause 14.3(b)*.

14.6 Special meeting limited to notified business

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

14.7 Invalidation

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

14.8 Deficiency of notice

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

14.9 Quorum

The quorum required for any annual or special general meeting of the Trust shall be 100 Adult Registered Members of TatauTatau o TeWairoa present in person who are registered (as their primary Kāhui) with not less than 4 of the 7 Kāhui including amongst those Adult Members a majority of the Trustees. For the avoidance of doubt, if a Trustee is an Adult Registered Member of TatauTatau o TeWairoa, they are included in the quorum count and are entitled to vote.

14.10 Chairing of meetings

The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one (1) of their number to substitute as the chairperson for that meeting.

14.11 Voting

To the extent that a vote is sought or required at any Annual or Special General Meeting:

- (a) Every Adult Registered Member of TatauTatau o TeWairoa present shall have one (1) vote.
- (b) Resolutions shall be passed in accordance with the *Fourth Schedule*.
- (c) Voting may be by voice, on a show of hands or, where directed by the Chairperson, by secret ballot.
- (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 to verify their eligibility by a process directed by the chairperson of the meeting.

However, except as provided in *clauses 1.7, 14.1(e), 14.1(f) 14.2, 24.1, 25 and 26* and where Special Resolutions have been passed in accordance with the *Fourth Schedule* the Trustees shall not be bound by a resolution passed at any Annual or Special General Meeting, but will only be required to give consideration to any such resolution in administering the Trust's Assets and carrying out the Trust's Purpose. The latest version of the TatauTatau o TeWairoa Register will be present at any Annual or Special General Meetings.

14.12 Adjourned meetings

If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened seven (7) days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present after one hour from the time appointed for that adjourned meeting, the Adult Registered Members of TatauTatau o TeWairoa present will constitute a quorum.

14.13 Unruly meetings

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

14.14 Minutes

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every Annual General Meeting and Special General Meeting.

14.15 Minutes to be evidence of proceedings

Any minute of the proceedings at an Annual General Meeting or a Special General Meeting which is signed by the Chairperson at that meeting shall be evidence of those proceedings.

14.16 Minutes to be evidence of proper conduct

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

15. DISCLOSURE OF INTERESTS

15.1 Definition of interested Trustee:

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

- (a) is a party to, or will derive a material financial benefit from, that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is owned or controlled, by the Trustees or any other Tatau Tatau o Te Wairoa Group Entity;
- (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.

15.2 Interests in common with Members of Tatau Tatau o Te Wairoa

Notwithstanding *clause 15.1* no Trustee will be interested in a matter where his or her interest is not different in kind from the interests of other members of Tatau Tatau o Te Wairoa.

15.3 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:

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

15.4 Disclosure of interest of other Trustees

Where a Trustee is aware of an actual or potential conflict of interest of another Trustee then that person has a duty to draw the conflict of interest to the Trust's attention.

15.5 Recording of interest

The Trust shall establish and maintain an interest register for the purpose of recording details of interested trustees (including the nature and the extent or monetary value of any interest). Immediately following his or her appointment, a Trustee must enter any interests he or she has or may have into the interests register. A Trustee must also enter into the interests register the details of any interest disclosed to other Trustees in accordance with *clause 15.3*.

15.6 Dealings with "Interested" Trustees

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

15.7 Deficiency or irregularity in disclosure of interest

A deficiency or irregularity in a disclosure or recording of interest will not necessarily invalidate any decision made involving an interested Trustee.

16. PROHIBITION OF BENEFIT OR ADVANTAGE

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

17. DISCLOSURE OF TRUSTEE REMUNERATION

- 17.1** The Trustees shall, in accordance with *clause 10.1*, show the amount of any remuneration paid to any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to *clause 20*.

18. ADVICE TO TRUSTEES

18.1 Trustees may rely on advice

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

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

18.2 Trust may obtain a legal opinion

If the Trustees are in doubt over any matter relating to the management and administration of the Trust's Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a lawyer who has held a practising certificate for at least seven (7) years. The right to obtain and act upon a legal opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

19. LIABILITY OF TRUSTEES

19.1 Liability of Trustees

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

20. INDEMNITY AND INSURANCE

20.1 Indemnity and insurance for Trustees

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

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

20.2 Indemnity and insurance costs to be just and equitable

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

20.3 Indemnity and insurance regarding 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.

20.4 Record of decisions

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

21. TATAU TATAU O TE WAIROA NOT TO BE BROUGHT INTO DISREPUTE

21.1 Trustees not to bring into disrepute

No Trustee shall act in a manner which brings or is likely to bring the Trust or any TatauTatau o TeWairoa Group Entity into disrepute.

21.2 Directors not to bring into disrepute

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

21.3 Trustee may be censured or removed

If, having followed the procedure in *clause 21.4*, the Trust believes that a Trustee has acted in a manner that brings or is likely to bring the Trust or any Subsidiary into disrepute, the Trust may, by a Special Resolution of Trustees, formally censor or remove from office that Trustee.

21.4 Procedure where allegation made of bringing into disrepute

If an allegation is made to the Trust that a Trustee has acted in a manner which brings or is likely to bring the Trust or any Subsidiary into disrepute, the Trustees must implement the following procedure:

- (a) A written notice of the allegation shall be served by the Trust on the Trustee and the Kāhui which elected that Trustee;
- (b) The Trustee shall have 20 Working Days to respond to the allegation and the response shall be in writing and delivered to the Trust;
- (c) The relevant Kāhui may also respond in writing to the Trust within that 20 Working Day period;
- (d) If no response is received, the Trust may exercise the rights of censure or removal in *clause 21.3*;
- (e) If the Trust is not satisfied with the responses received from the Trustee and/or the Kāhui and wishes to consider exercising the rights of censure or removal in *clause 21.3*, it must first take reasonable steps to resolve the matter with the Trustee concerned by mediation or other alternative dispute resolution procedure acceptable to the Trust and the Trustee concerned (both acting reasonably);
- (f) If the mediation or alternative dispute resolution procedure has not resolved the matter to the satisfaction of the Trust and the Trustee concerned within 40 Working Days of the notice of the allegation being given to the Trustee, the Trust may exercise the rights of censure or removal in *clause 21.3*.

21.5 Censure or removal to be notified

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

21.6 Effect of Removal

- (a) A Trustee removed from office in accordance with *clause 21.3* shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than three (3) years following his or her removal.
- (b) Each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust's Assets to the other Trustees and any replacement trustee in the event that the Trustee is removed from office under *clause 21.3*.

21.7 Replacement of Trustee

The removal of a Trustee in accordance with *clause 21.3* shall give rise to a casual vacancy which shall be filled in accordance with *rules 4.3, 4.4 and 4.5* of the *Second*

Schedule. If required, the election process must take place within three (3) months of any removal of a Trustee in accordance with this clause.

22. GIFTS OR DONATIONS

22.1 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's Purpose. Such a trust may include any trust for the benefit of the Members of TatauTatau o TeWairoa or any of them. Any property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of that trust and shall not constitute part of the Trust's Assets.

22.2 Specific trusts to be separate

If the Trustees accept a trust for any specific purpose as outlined in *clause 22.1* above they must keep the property subject to such trust and any income derived from it separate from the Trust's Assets, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

22.3 Use of specific trust assets

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

22.4 Expenses of specific trusts

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

23. RECEIPTS FOR PAYMENTS

23.1 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.

24. AMENDMENTS TO DEED

24.1 Special Resolution required

Subject to *clause 24.2* and *clause 24.3*, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the *Fourth Schedule*.

24.2 Limitations on Amendment

No amendment shall be made to the Deed which:

- (a) changes the Trust's Purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Members of TatauTatau o TeWairoa;
- (b) changes this *clause 24.2*;
- (c) changes the terms of termination of Trust in accordance with *clause 26*;
- (d) changes the requirement for a Special Resolution (as defined from time to time) in *clause 24.1*;
- (e) changes the membership and beneficiaries of the Trust; and
- (f) changes *rule 3.1* of the *Fourth Schedule* relating to the voting threshold of 75% of the Adult Members.
- (g) changes the definition of Member, Iwi and Hapū of TeRohe o TeWairoaAncestor, Iwi and Hapū of TeRohe o TeWairoaArea of Interest, or Iwi and Hapū of TeRohe o TeWairoa Claimsto make it inconsistent with that set out in the Deed of Settlement and the Settlement Act.

24.3 Amendment to make Trust a charity

Notwithstanding any other provision in this Deed to the contrary, this Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a charity, provided that any such amendment:

- (a) is made in accordance with *clause 24.1*;
- (b) does not change the Trust's Purposes so that the Trust is no longer required to act for the benefit of the present and future members of Tatau Tatau o Te Wairoa; and
- (c) is not made within three (3) years of the establishment of this Trust.

24.4 Consideration of proposals

Every Adult Registered Member of TatauTatau o TeWairoa may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this *clause 24.4* must be in writing and addressed to the Chairperson at the registered office of the Trust and must be considered by the Trustees at their next available meeting. If the proposal for an amendment to the Deed complies with *clauses 24.2* and *24.4* it must be considered by the Trustees.

25. RESETTLEMENT

25.1 The Trustees have the power to settle or resettle any or all of the Trust's Assets upon trust in any manner in which, in the opinion of the Trustees, is for the advancement or benefit of the Members of the Iwi and Hapu of Te Wairoa or Beneficial Entities of TatauTatau o TeWairoa, provided that the resettlement is approved by a Special Resolution.

26. TERMINATION OF TRUST BY MEMBERS

26.1 Subject to *clause 24.2*:

- (a) the Trust established by this Deed may be terminated or dissolved if the Adult Registered Members of TatauTatau o TeWairoa 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 TatauTatau o TeWairoa as long as such payment does not offend against the rule against perpetuities to the extent such rule applies to this Trust.

27. RULE AGAINST PERPETUITY

27.1 Unless stated otherwise in the Settlement Act, the perpetuity period for Tatau Tatau o Te Wairoa is the period that commences on the date of this Trust Deed and ends eighty years less one 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 Tatau Tatau o Te Wairoa is hereby specified accordingly. However, if the Act allows, Tatau Tatau o Te Wairoa may exist in perpetuity.

28. ARCHIVING OF RECORDS

28.1 Records to be held for seven years

All minutes and other records of any proceedings of the Trustees and any Subsidiaries in the TatauTatau o TeWairoa Group shall be held by the Trust and those Subsidiaries for a period of seven (7) years.

28.2 Records to be archived

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

28.3 Records may be retained for longer

Notwithstanding *clauses 28.1 and 28.2* the Trustees and any of the Subsidiaries within the TatauTatau o TeWairoa 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 Subsidiary to which the information relates.

29. DISPUTE RESOLUTION

29.1 Disputes

In the event that a dispute arises between:

- (a) any Members; or
- (b) the Trustees and any Members,

regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa or kōrero of the Iwi and Hapū of Te Rohe o Te Wairoa then that dispute shall be referred in first instance to the Trustees.

29.2 Notice of Disputes

- (a) All disputes referred to the Trustees in accordance with *clause 29.1* shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice.
- (b) Upon receipt of the notice Trustees will contact the affected parties and (if appropriate) assist in convening a hui to resolve the dispute. The Trustees will determine whether the dispute requires further action, including referral to the Kaumātua Council and any relevant Kāhui.

29.3 Formal reference to Disputes Committee

If the dispute is not resolved within 30 Working Days of the receipt by the Trustees of written notice of the dispute in accordance with *clause 29.2*, then it shall be referred to a Disputes Committee constituted in accordance with *clauses 29.4 and 29.5*.

29.4 Disputes Committee to be appointed as required

There shall not be a permanent Disputes Committee, but the Trustees shall appoint a Disputes Committees:

- (a) on a case by case basis having regard to the precise subject matter of the dispute in question; and
- (b) only after the expiry of the 30 Working Day period referred to in *clause 29.3*.

29.5 Appointment and composition of Disputes Committee

A Disputes Committee shall comprise three (3) members who shall be appointed by the Trustees as follows:

- (a) one (1) member of the Kaumātua Council;
- (b) one (1) Adult Registered Member 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-Tatau Tatau o Te Wairoa) member nominated by the President from time to time of the New Zealand Māori Law Society or his or her nominee, such member to be a barrister or solicitor with 10 or more years' experience or expert with equivalent experience in the relevant field the subject of dispute.

29.6 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.

29.7 Deliberations of Disputes Committee

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

29.8 Notification of Outcome

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

30. REVIEW OF TRUST DEED

30.1 Review of Trust Deed

No later than 5 years after the end of the Interim Period the Trustees, Tatau Tatau o Te Wairoa shall commission an independent review of the effectiveness of the arrangements set out in this Trust Deed.

30.2 Outcome of review

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

31. DEFINITIONS AND INTERPRETATIONS

31.1 Defined Terms

In these Rules, unless the context otherwise requires:

“**Adult Member**” means a Member of the Iwi and Hapū of Te Rohe o Te Wairoa who is 18 years of age or over;

“**Adult Registered Member**” means a Member of the Iwi and Hapū of Te Rohe o Te Wairoa identified on the Register as being 18 years of age or over;

“**Ahi Kaa**” means, for the purpose of this Deed, those Members who are:

- (a) resident within the Iwi and Hapū of Te Rohe o Te Wairoa Area of Interest; and
- (b) endorsed by their primary Kāhui as being active within, and having knowledge of the tikanga and kawa, of the marae, hapū or iwi associated with their primary Kāhui.

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

“**Annual Report**” means the annual report of the iwi and Group which is prepared by the Trustees in accordance with *clause 10.1*;

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

“**Beneficial Entity**” means:

- (a) an entity that represents some or all of the interests of the Members of TatauTatau o TeWairoa;

- (b) for Rongomaiwahine Iwi / Ngai Te Rakato, Rongomaiwahine Iwi Trust;
- (c) for Ngati Rakaipaaka, Te Iwi o Rakaipaaka Incorporated;
- (d) any entity that is established to represent the interests of each of the remaining Kāhui, as endorsed by a Special Resolution of TatauTatau o TeWairoa Members who have identified the relevant Kāhui as a primary Kāhui for the purpose of elections.

“**Board Member**” means a director, trustee or member appointed to the board of a Subsidiary;

“**Chairperson**” means the chairperson from time to time of the Trust appointed by the Trustees in accordance with *rule 5* of the *Third Schedule*;

“**Chief Executive**” means the person appointed in accordance with *clause 5.1*;

“**Chief Returning Officer**” means as the context requires:

- (c) the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with *rule 9* of the *Second Schedule*; or
- (d) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with *rule 7* of the *Fourth Schedule*;

“**Consolidated Financial Statements**” means the consolidated financial statements of the TatauTatau o TeWairoa Group prepared by the Trustees in accordance with *clause 9.1*;

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

- (e) rights to occupy land; and
- (f) rights in relation to the use of land or other natural or physical resources;

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

“**Deed of Settlement**” means the deed that will be entered into between representatives of the Iwi and Hapū of Te Rohe o Te Wairoa and the Crown recording the settlement of the claims of the Iwi and Hapū of Te Rohe o Te Wairoa;

“**Deputy Chairperson**” means the deputy chairperson from time to time of the Trust if one is appointed in accordance of *rule 5* of the *Third Schedule*;

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

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the tikanga of the Iwi and Hapū of Te Rohe o Te Wairoa (Māori customary values and practices);

“**Electoral Review Officer**” means the person appointed to act as electoral review officer in accordance with *rule 12.2* of the *Second Schedule*;

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

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

“**Initial Period**” means the period from the date of this Trust Deed until the later of:

- (a) 2 years after the Settlement Date; or
- (b) the date upon which the process set out in clauses 2.3 and 2.4 is completed;

“**Iwi and Hapū of Te Rohe o Te Wairoa**” means:

- (a) the collective group composed of individuals who descend from an Iwi and Hapū of Te Rohe o Te Wairoa Ancestor; and
- (b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph (a) of this definition, including:
 - (i) Rongomaiwahine Iwi (including Ngāi Te Rākatō, Ngāti Hikairo, Ngāti Hinewhakāngi, Ngāti Meke, Ngāi Tama, Ngāi Tārewa, and Ngāi Tū); Ngāti Rākaipaaka (including Ngāti Rangī, Ngāi Te Rehu, Ngāi Tamakahu, Ngāi Tureia and Ngāi Te Kauaha/Ngāti Kauaha); Ngāti Hinemanuhiri also known as Ngā Tokorima a Hinemanuhiri (including Ngāi Tamaterangi, Ngāti Mākoro, Ngāti Hingāngā - also known as Te Aitanga a Pourangahua, Ngāi Pupuni and Ngāti Pareroa); Ngāti Poa; Ngāi Tamatea; Ngāti Hinetu; Ngāti Mihi; Whakakī Nui-a-Rua (including Ngāti Hine Te Pairu, Ngāti Hinepua, Ngāi Te Ipu, Ngāi Tahu Matawhāiti - Ngāi Matawhāiti/ Ngāti Tahu, Ngāti Tarita, Ngāti Iwikātea and Ngā hapū o Ngāmotu - Ngāti Kāhu, Te Uri o Te O, Ngā Huka o Tai, Te Aitanga a Puata, Ngāti Mātua and Ngāti Koropi); Ngāti Hinehika (also known as Ngāti Kōhatu); Ngāti Hinemihi; Ngāti Hikatu; Ngāti Puku; Te Uri o Te O; Te Aitanga a Puata/Ngāti Kurupakiaka; Ngai Taura; Ngai Tānemitirangi; Ngati Rakonga; Ngati Waiaha; Ngati Kiato; Ngati

Pomarangai; Ngai Tiakiwai; Ngai Te Apatari; Ngāti Matua; Ngāti Patupuku; Ngāti Poutawa; Ngāti Momokore; Ngāti Manuka; Ngāti Kaihote; Ngai Tarati; Ngai Te Hakinga; Ngāti Hinekawa; Ngāti Hake; Ngāti Hine; Kaahu; Ngai Te Aihurangi; Ngāi Te Rangituanui; Ngai Te Maaha; Ngai Te Ikaharaki; Ngāi Taitau; Ngāti Hikakawa; Ngai Te Huki; Ngāti Keru; Ngāti Ngahau; Ngāti Wharehaunga; Ngāti Pauwahie; Ngāti Hau; Ngai Tanewhana; Ngāti Hikawhanga; Ngāti Matangirau; Ngāti Koropi; Ngāti Hikakotea; Ngāti Koroheke; Ngāti Mumuhu; Ngai Te Waiporoporo; Ngai Tamaku; Ngatoreto; Ngai Taitane; Ngāti Hinetera; Ngāti Hika; Ngāti Momokore; Ngāti Waiaha; Ngāti Peehi; Ngāti Hinepehinga; Ngāi Te Kapuamātoru; Ngāi Te Apatu; Ngāti Moewhare; Iwi Katere; Ngai Tamao; Hikatu; Matekino; Ngai Pukupepepi; and

(ii) every individual referred to in paragraph (a) of this definition.

“Iwi and Hapū of Te Rohe o Te Wairoa Ancestor” means an individual who:

- (a) exercised customary rights by virtue of their being descended from –
- (i) Rongomaiwahine through her marriage to Tamatakutai; or
 - (ii) Rongomaiwahine through her marriage to Kahungunu; or
 - (iii) a recognised ancestor of a group identified in paragraph (b) identifying the Iwi and Hapū of Te Rohe o Te Wairoa; and
- (b) exercised customary rights predominantly in relation to the area of interest of the iwi and hapū of Te Rohe o Te Wairoa any time after 6 February 1840.

“Iwi and Hapū of Te Rohe o Te Wairoa Area of Interest” means the Area of Interest of the Iwi and Hapū of Te Rohe o Te Wairoa as identified and defined in the Deed of Settlement;

“Iwi and Hapū of Te Rohe o Te Wairoa Claims” means historical claims of the Iwi and Hapū of Te Rohe o Te Wairoa against the Crown in respect of the Crown’s breaches of its obligations to the Iwi and Hapū of Te Rohe o Te Wairoa under the Treaty of Waitangi, as identified in the Deed of Settlement;

“Kāhui” means the following groupings representing the Iwi and Hapū of Te Rohe o Te Wairoa as further described in the Fifth Schedule:

- (a) Rongomaiwahine / Te Rākatō;
- (b) Ngāti Rakaipaaka;
- (c) Hinemanuhiri;
- (d) Whakakī-Nui-ā-Rua;
- (e) Te Wairoa Tapokorau 1;

- (f) Te Wairoa Tapokorau 2;
- (g) theWairoa-Waikaremoana Māori Trust Board, Hingāngā and Hinehika;

“**Kaumātua Council**” means the Kaumātua Council appointed by TatauTatau o TeWairoa under *clause 4*;

“**Major Transaction**” in relation to the PSGE or any wholly-owned or wholly-controlled Subsidiary 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 25% of the value of the TatauTatau o TeWairoa Group before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than 25% of the value of the TatauTatau o TeWairoa Group 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 25% of the value of the TatauTatau o TeWairoa Group before the transaction;

but does not include:

- (d) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust’s Assets (whether the Assets are held by the Trust or any other TatauTatau o TeWairoa Group Entity); or
- (e) any acquisition of Property by a TatauTatau o TeWairoa Group Entity from any other wholly-owned or wholly-controlled TatauTatau o TeWairoa Group Entity; or
- (f) any disposition of Property by a TatauTatau o TeWairoa Group Entity to any other wholly-owned or wholly-controlled TatauTatau o TeWairoa Group Entity;

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than 25% of the value of the assets of the TatauTatau o TeWairoa Group for the purpose of securing the repayment of money or the performance of an obligation.

“**Member**” means an individual referred to in paragraph (a) of the definition of the Iwi and Hapū of Te Rohe o Te Wairoa;

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

“**Provisional Vote**” means a vote cast pursuant to *rule 9.3* of the Second Schedule or *rule 8.3* of the Fourth Schedule, as the case may be;

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

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

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

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

“**Settlement Property**” has the meaning given to it in the Deed of Settlement’

“**Settlor**” means [insert]

“**Special Resolution**” means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members of TatauTatau o TeWairoa 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 Subsidiary in accordance with *clause 11.1*;

“**Subsidiaries**” or “**Subsidiary**” means any entity or trust that is owned or controlled by the Trust;

“**TatauTatau o TeWairoa Group**” or “**TatauTatau o TeWairoa Group Entity**” means TatauTatau o TeWairoa and includes any Subsidiaries in existence from time to time;

“**TatauTatau o TeWairoa Register**” means the register of Members of the Iwi and Hapū of Te Rohe o Te Wairoa that is to be maintained by the Trustees in accordance with the First Schedule to this Deed;

“**Trust**” means the trust created by this Deed which is to be called the TatauTatau o TeWairoa Trust;

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

“**Trust’s Purposes**” means the objects and purposes set out in *clauses 1.3 and 1.4*;

“**Trustees**” means the trustees from time to time of the Trust and “**Trustee**” shall mean any one (1) of those persons;

“Working Day” means any day on which registered banks are open for business in Hawkes Bay;

31.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other genders;
- (c) references to 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.

SIGNED as a deed on the date referred to above.

SIGNED BY [insert name])
as Settlor)
in the presence of:) _____

Witness signature

Name:
Occupation:
Residence:

SIGNED BY [insert name])
as a Trustee)
in the presence of:) _____

Witness signature

Name:

Occupation:

Residence:

SIGNED BY [insert name])
as a Trustee)
in the presence of:)

Witness signature

Name:
Occupation:
Residence:

SIGNED BY [insert name])
as a Trustee)
in the presence of:)

Witness signature

Name:
Occupation:
Residence:

SIGNED BY [insert name])
as a Trustee)
in the presence of:)

Witness signature

Name:
Occupation:
Residence:

SIGNED BY [insert name]

as a Trustee

in the presence of:

)
)
)

Witness signature

Name:

Occupation:

Residence:

SIGNED BY [insert name]

as a Trustee

in the presence of:

)
)
)

Witness signature

Name:

Occupation:

Residence:

FIRST SCHEDULE - TATAU TATAU O TE WAIROA MEMBERSHIP REGISTER

1. TRUST TO KEEP REGISTER

1.1 Trust to maintain register

The Trustees shall administer and maintain the TatauTatau o TeWairoa Register which is a register of Members of the Iwi and Hapū of Te Rohe o Te Wairoa.

1.2 Register to comply with this Schedule

The TatauTatau o TeWairoa Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details

The TatauTatau o TeWairoa Register shall record in respect of each Adult Registered Member, the full name, date of birth, postal address, email address and primary Kahui for the purposes of Trustee elections.

2.2 Beneficiary Registration Number

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

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications

All applications for registration as a Member of TatauTatau o TeWairoa must be made in writing or by electronic means (if available) to the Trustees in the application form approved from time to time by the Trustees. The application must contain:

- (a) the full name, date of birth, postal and email address of the applicant;
- (b) the name of all Kāhui to which the applicant claims affiliation, including the name of the primary Kāhui nominated by the applicant for the purposes of Trustee elections;
- (c) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa and a member of the Kāhui to which the applicant claims to affiliate in terms of paragraph (b) of this rule, including details of the whakapapa connection of the applicant to the Iwi and Hapū of Te Rohe o Te Wairoa and the relevant Kāhui;
- (d) the Marae, Hapū and Iwi to which the applicant affiliates;

- (e) the ability for the Members of the Iwi and Hapū of Te Rohe o Te Wairoa to indicate that they agree that his or her details on the Register will be available to the relevant Kāhui and Marae to which the applicant claims to affiliate, in accordance with *rule 5.5* of this Schedule.

3.2 Applications to be made by

An application for registration as a Member of TatauTatau o TeWairoa may be made by:

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

4. DECISIONS AS TO MEMBERSHIP

4.1 Kāhui Membership Committees

The representative Trustees of each Kāhui shall organise for their respective Kāhui to establish a Membership Committee from time to time to make decisions on all applications made pursuant to *rule 3.1* of this Schedule for registration as a Member of TatauTatau o TeWairoa.

4.2 Composition of Membership Committee

A Kāhui Membership Committee shall comprise up to (3) Adult Registered Members appointed by each Kāhui, with the expertise and knowledge of the whakapapa of their Kāhui necessary to make determinations regarding membership applications.

4.3 Consideration of applications

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

4.4 Decisions to be made on applications

Upon receipt of an application for membership in accordance with *rule 3.1* of this Schedule the Kāhui Membership Committee shall consider the application and shall make a decision as to whether or not the applicant should be registered as a Member of TatauTatau o TeWairoa.

4.5 Successful applicants to be notified and registered

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

4.6 Notification to unsuccessful applicants

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

4.7 Unsuccessful applicant may reapply

Any applicant whose application has been declined may:

- (a) dispute the basis on which the application was declined in accordance with *clause 28*; and
- (b) at any time seek to have his or her application reconsidered by the Kāhui Membership Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one (1), any previous application) as to the applicant's status as a Member of TatauTatau o TeWairoa or a Member of the relevant Kāhui.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies

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

5.2 Assistance in identifying membership

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

5.3 Responsibility of Members of TatauTatau o TeWairoa

Notwithstanding *rule 1.1* of this Schedule it shall be the responsibility of each person who is a Member of TatauTatau o TeWairoa (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the TatauTatau o TeWairoa Register and that his or her address details for the time being are provided and updated. Any Member of TatauTatau o TeWairoa may choose to terminate their registration of membership of TatauTatau o TeWairoa, by notifying the Trustees in writing.

5.4 Consequences of registration

Registration of any person on the TatauTatau o TeWairoa Register as a Member of TatauTatau o TeWairoa shall be conclusive evidence of that person's status as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa and of the relevant Kāhui.

5.5 Information available to Kāhui and Marae

Subject to *rule 3.1* of this Schedule and any policies that may be adopted from time to time by TatauTatau o TeWairoa for the protection of private information, TatauTatau o TeWairoa may provide to a Kāhui or Marae the details of registered Members who are affiliated with that Kāhui or Marae. Kāhui or Marae that receive such information may only use that information for purposes in connection with the Kāhui or Marae.

SECOND SCHEDULE - ELECTIONS OF TRUSTEES

1. PROCEDURE

1.1 This Schedule to apply

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

1.2 Election to be by Kāhui

Each Kāhui, acting through the Adult Members of the Iwi and Hapū of Te Rohe o Te Wairoa listed in the TatauTatau o TeWairoa Register as registered with that Kāhui, shall be entitled to elect two Trustees, one of which must be Ahi Kaa.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Nominee to be registered

To be elected as a Trustee a nominee:

- (a) must, as at the closing date for nominations, be recorded in the TatauTatau o TeWairoa Register as an Adult Registered Member of the Kāhui for which he or she is standing;
- (b) mustnot:
 - (i) have ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, an offence under section 373(4) of the Companies Act 1993, an indictable offence (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
 - (ii) have ever been convicted in the last 10 years of an offence punishable by more than 2 years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
 - (iii) be or ever have been removed as a trustee of a trust by order of Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
 - (iv) be or ever have been disqualified from being a director of a company registered under the Companies Act 1955 of the Companies Act 1993;
 - (v) be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
 - (vi) be bankrupt, or have within the last 5 years been adjudged bankrupt;

- (vii) be subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988; or
 - (viii) have been removed from the office of Trustee in accordance with clause *clause 20.3* within the last three (3) years;
- (c) a nominee must demonstrate experience in a governance capacity of at least three (3) years).

3. ELECTION OF TRUSTEES

3.1. Election of Trustees

The first election of Trustees shall be organised and managed by the Initial Trustees and shall be held as soon as practicable after the date of this Trust Deed and in accordance with the procedures in this Schedule. The Initial Trustees shall use all reasonable endeavours to hold the first election of Trustees before the Settlement Date.

- 3.2** From the date of the first election of Trustees, elections of Trustees must be held every three (3) Income Years and (subject to rule 4.2 of this Schedule must be concluded, except in the case of elections to fill casual vacancies under *rules 4.3 and 4.4* of this Schedule, in time for the Trustees elected in each Election Year to take office immediately following the Annual General Meeting of TatauTatau o TeWairoa held in that year.

4. TERM OF OFFICE

4.1 Term of office

The term of a Trustee shall be three (3) years.

4.2 Continuation of Trustees where no replacement elected

Subject to *rule 14* of this Schedule, if an election is not completed within the timeframe prescribed for such elections then the sitting Trustee shall continue to hold office until the election is completed and he or she has either been re-elected or a replacement Trustee elected. The term of the Trustee that is eventually elected shall be in accordance with *rule 4.5* of this Schedule.

4.3 Casual vacancies

Should any casual vacancy arise as a result of a Trustee ceasing to hold office in accordance with *rule 14.1* of this Schedule prior to the expiry of any Trustee's term of office within 12 months of the most recent election:

- (a) the next highest polling nominee in the relevant Kāhui (Replacement Trustee) from the most recent election will be deemed the Trustee until the next election; or

- (b) where the Replacement Trustee is required to be Ahi Kaa then the next highest polling Ahi Kaa nominee from the most recent election shall be deemed the Trustee until the next election; and
- (c) If any Replacement Trustee is unavailable to serve, then that vacancy shall be filled by the holding of a further election for that Kāhui.

4.4 Casual vacancies more than 12 months after prior election

Should any casual vacancy arise as a result of a Trustee ceasing to hold office in accordance with *rule 14.1* of this Schedule prior to the expiry of his or her term of office more than 12 months after the most recent election, then that vacancy shall be filled by the holding of a further election for that Kāhui. The Trustees shall have the discretion not to hold such an election if the casual vacancy occurs less than 12 months before the original Trustee's term was due to expire, in which case the process set out in *rule 4.6 of this Schedule* shall be followed.

4.5 Term of casual appointments

In the case of a Trustee elected pursuant to *rules 4.3 or 4.4* of this Schedule the Trustee thereby appointed shall hold office for the balance of the term of office of the Trustee that he or she has replaced.

4.6 Temporary Trustees

If the Trustees decide in accordance with *rule 4.4* of this Schedule not to hold an election to fill a casual vacancy, the Trustees may call a meeting of the relevant Kāhui of which public notice has been given in accordance with *rule 4.7* of this Schedule to discuss suitable candidates for the position of Temporary Trustee for that Kāhui. The Trustees may appoint a temporary Trustee to hold office. For the avoidance of doubt, a temporary Trustee may not be appointed if the vacancy to be filled occurs more than 12 months before the original Trustee's term was due to expire in which case an election to fill the vacancy must be held. A temporary Trustee appointed under this *rule 4.6* of this Schedule shall hold office for the balance of the term of the office of the Trustee that he or she has replaced and during that time shall have all the powers, duties and responsibilities of a Trustee.

4.7 Notice of Consultation Hui

Notice of a meeting called to consult with the relevant Kāhui pursuant to *rule 4.6* of this Schedule must be given not less than 21 Working Days before the meeting and shall be:

- (a) advertised prominently in any metropolitan or provincial newspaper circulating in regions where the Trustees consider that a significant number of members of the relevant Kāhui reside; and
- (b) advertised on a radio station or radio stations broadcasting in the district or districts where the Trustees consider that a significant number of members of the relevant Kāhui reside.

4.8 If Ahi Kaa Trustee no longer resident within Iwi and Hapu of Te Wairoa Area of Interest

In the event that:

- (a) a Trustee is the only Ahi Kaa Trustee in a particular Kāhui; and
- (b) that Trustee changes his or her residence and is no longer Ahi Kaa,

then that Trustee must resign his or her office and a casual vacancy shall arise and be filled in accordance with *rules 4.3 and 4.4 of this Schedule*. The replacement Trustee must be Ahi Kaa.

5. MAKING OF NOMINATIONS

5.1 Calling for nominations

The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least 3 months before the annual general meeting of the Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with *rule 3.2* of this Schedule. Such notice shall specify the method of making nominations, the requirement in *rule 2.1* of this Schedule in terms of Trustee eligibility and the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs.

5.2 Timing for nominations

All nominations must be lodged with the Trustees no later than 15 WorkingDays' following the date upon which the notice calling for nominations is first given.

5.3 Form of notice

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

- (a) by posting to a physical, electronic or digital address of each Adult Registered Member of TatauTatau o TeWairoa;
- (b) by newspaper advertisement published on at least two (2) separate days and inserted prominently in any major metropolitan newspapers and/or appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of TatauTatau o TeWairoa reside; and
- (c) such other means as the Trustees may determine.

5.4 Inclusion of invitation to register

Any such notice shall also invite applications from qualified persons for inclusion of their names in the TatauTatau o TeWairoa Register, and shall set out the date upon which a registration must be received for the applicant, if successful, to be eligible to vote in the notified election, being the same date as that fixed as the latest date for making and lodging nominations.

5.5 Nomination to be in writing on TatauTatau o TeWairoa nomination form

The nomination of a candidate for election as a Trustee shall:

- (a) bein writing on a TatauTatau o TeWairoa nomination form;
- (b) include the Kāhui for which the nominee is nominated;
- (c) signed by two (2) other Adult Registered Members of the Kāhui for which the candidate is seeking nomination.

5.6 Consent of nominee

Each nominee must provide:

- (a) consent to the nomination which shall be endorsed in writing and signed by the nominee on the nomination form;
- (b) a declaration that he or she is not a person that is precluded from holding office as a Trustee on the basis of one or the other of the matters specified in *rule 2.1(b)* of this Schedule;
- (c) a brief curriculum vitae and statement containing details or experience relevant to the role of Trustee,

provided that a candidate may at any time, by notice to TatauTatau o TeWairoa, withdraw his or her nomination.

6. HOLDING OF ELECTIONS

6.1 Mode of Voting at Elections

Subject to *rule 6.2* of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be delivered to the Chief Returning Officer by post or by electronic form where available. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Where there is an equal number of votes for the last trustee position the decision as to the successful candidate shall be made by the drawing of lots.

6.2 No elections where nominees equal vacancies

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

6.3 Eligibility to vote

Those eligible to vote on the election of a Trustee are those Adult Members that:

- (a) are registered on the TatauTatau o TeWairoa Register in accordance with *rule 6.6* of this Schedule and; or
- (b) complete and send with their voting form an application form for registration which complies with *rule 3.1* of the First Schedule, such vote to be deemed Provisional in accordance with *rule 9.3* of the Second Schedule until confirmed by the relevant Kāhui Membership Validation Committee.

6.4 Up to two votes may be cast

Each Adult Member may cast up to two (2) votes in an election. Of those two votes, one (1) must be for an Ahi Kaa candidate. For the avoidance of doubt, no Adult Member may vote in more than one Kahui in any election.

6.5 Tied Votes

If a Trustee's position remains to be filled after an election because of a tied vote:

- (a) the Returning Officer will recheck the results of the election; and
- (b) if the vote is still tied, those nominees will determine which of them will be the Trustee and if that fails, by lot.

6.6 Date by which Members to be registered

To be eligible to vote in the election of a Trustee in accordance with *rule 6.3(a)* of this Schedule an Adult Member must, on the date upon which nominations for appointment close:

- (a) be registered on the TatauTatau o TeWairoa Register;
- (b) belong to the Kahui to which the appointment relates; and
- (c) that Kahui must be shown on the TatauTatau o TeWairoa Register as the primary Kahui of the Adult Member for the purposes of Trustee elections.

7. NOTICE OF ELECTIONS

7.1 Notice to be given

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

7.2 Period of notice

The Trust shall give not less than 20 Working Days' notice of the closing date for the elections

7.3 Method of giving notice:

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

- (a) post (including by electronic form where available) to all Adult Registered Members of TatauTatau o TeWairoa at the last address shown for such Adult Registered Member of TatauTatau o TeWairoa on the TatauTatau o TeWairoa Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address;
- (b) inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers

circulating in regions where the Trustees consider that a significant number of Members of TatauTatau o TeWairoa reside;

- (c) such other means as the Trustees may determine.

7.4 General content of notices:

Every notice given in accordance with *rule 7.3* of this Schedule shall contain:

- (a) a list of the nominees for election as Trustees; and
- (b) the mode by which votes may be cast as set out in *rule 6.1* of this Schedule.

7.5 Additional content of notice:

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

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

7.6 Additional information in other notices

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

8. POSTAL / ELECTRONIC VOTING

8.1 Other details to accompany vote

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

8.2 Timing of postal or electronic votes

Votes must be made no later than the closing date for the election of the Trustees to which the postal / electronic vote relates. Postal votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 5 Working Days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

9. APPOINTMENT OF CHIEF RETURNING OFFICER

9.1 Appointment of Chief Returning Officer

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

powers and duties of the Chief Returning Officer. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections.

9.2 Chief Returning Officer to receive voting forms

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

9.3 Provisional votes

Where an Adult Member of TatauTatau o TeWairoa is not also an Adult Registered Member of TatauTatau o TeWairoa and has voted in accordance with *rule 6.3(b)* of this Schedule:

- (a) such vote is provisional until such time as the application form for registration as an Adult Registered Member of TatauTatau o TeWairoa is approved by the relevant Membership Validation Committee as set out in the First Schedule; and
- (b) where the application form for registration as an Adult Registered Member of TatauTatau o TeWairoa is declined in accordance with the First Schedule, the said vote will be invalidated.

9.4 Recording of votes

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

10. COUNTING OF VOTES

10.1 All votes to be counted

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

10.2 Certification and notifying election result

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Trustees. The Trustees shall thereafter advise the candidates of the result and give notice of the same at the annual general meeting of the Trust in accordance with *clause 13.1(d)*. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

10.3 Provisional Votes:

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

- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the election, the Chief Returning Officer may not certify the result of the election until the validity of the Provisional Votes has been confirmed pursuant to *rule 9.3(a)* of this Schedule and any valid Provisional Vote has been counted;
- (b) if the validity or otherwise of the Provisional Votes will not affect the result of the election, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to *rule 9.3(a)* of this Schedule and the Provisional Votes have not been counted.

11. RETENTION OF ELECTION RECORDS

11.1 Compiling and sealing voting records

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

11.2 Retention and disposal of packets

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

12. REVIEW OF ELECTION RESULTS

12.1 Candidates may seek review

Any candidate may, within 10 WorkingDays after the certification of the election result and the giving of notice by the Trust in respect of that election, seek a review of that election.

12.2 Appointment of Electoral Review Officer

For the purposes of carrying out reviews in respect of any election the Trustees shall ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the New Zealand Law Society or his or her nominee.

12.3 Electoral Review Officer to conduct reviews

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

12.4 Form of request for review

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

- (a) shall be in writing;
- (b) shall set out the grounds for the review, which grounds shall be set out with sufficient particularity to enable the Electoral Review Officer to ascertain precisely the basis upon which the review is being sought; and
- (c) shall be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

12.5 Service of application on other candidates

The application for review and any accompanying evidence shall also be served by the candidate referred to in *rule 12.1* of this Schedule upon all other candidates in the election to which the review relates, either at the same time, or as close thereto as is possible, as the review application is lodged with the Trustees.

12.6 Costs

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

13. CONDUCT OF REVIEW

13.1 Notification of Electoral Review Officer

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

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

13.2 Electoral Review Officer to exercise wide powers

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

13.3 Electoral Review Officer to be guided by substantial merits

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

13.4 Certification of result of review

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

13.5 Decision to be final

All decisions of the Electoral Review Officer shall be final (noting that the right to seek judicial review in the High Court is always available).

14. TERMINATION OF OFFICE OF TRUSTEES

14.1 Termination of office of Trustees

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

- (a) at any time ceases to fulfil the requirements set out in *rule 2.1* of this Schedule;

- (b) retires from office by giving written notice to the Trustees;
- (c) completes his or her term of office and is not re-appointed;
- (d) refuses to act;
- (e) is absent without leave from three (3) consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (f) is removed from the office of Trustee in accordance with *clause 20.3*;
- (g) resigns from office in accordance with *rule 4.8* of this Schedule; or
- (h) dies.

15. RECORD OF CHANGES OF TRUSTEES

15.1 Record of changes of Trustees

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

THIRD SCHEDULE - PROCEEDINGS OF TRUSTEE MEETINGS

1. TRUSTEE MEETINGS

- 1.1 The Trustees shall ensure that all meetings of its officers shall be run in accordance with this Schedule.

2. TRUSTEES TO REGULATE MEETINGS

- 2.1 The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Trustees meet no less than 4 times a year. Any eight Trustees may at any time by notice in writing to the Trustees summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting.

3. NOTICE OF MEETING

3.1 Notice to Trustees

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least ten(10) Working Days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustee for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

3.2 Content of notice

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

3.3 Waiver of notice

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

3.4 Meeting limited to notified business

Subject to *rule 3.3* of this Schedule, no business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.

3.5 Deficiency of notice

Subject to *rule 3.4* of this Schedule, no deficiency in the giving of notice for any meeting of Trustees shall otherwise invalidate such meeting or the proceedings at such meeting.

4. QUORUM

- 4.1** A majority of Trustees then in office shall constitute a quorum at meetings of the Trustees.

5. CHAIRPERSON AND DEPUTY CHAIRPERSON

5.1 Trustees to appoint

At the first meeting of the Trustees following an election, the Trustees shall appoint one (1) of their number to be Chairperson, and (at their discretion) one to be Deputy Chairperson.

5.2 Voting on appointment

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

5.3 Termination of office

The Chairperson (or Deputy Chairperson) will cease to hold office after an election of Trustees, in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by the Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further appointment in accordance with *rule 5.1* of this Schedule shall be held for the position.

6. PROCEEDINGS AT MEETINGS

6.1 Decisions by majority vote

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

6.2 Chairperson

The Chairperson shall take the chair at all meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present shall elect one (1) of their number to be chairperson of the meeting.

6.3 Vacancies

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

6.4 Defects of appointment

All acts done by any meeting of the Trustees or of any committee appointed under *rule 7.1* of this Schedule shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

6.5 Unruly meetings

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

7. APPOINTMENT OF COMMITTEES BY TRUSTEES

7.1 Trustees may appoint committees

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct, but such terms to include as a minimum a requirement that the committee act in accordance with *rules 7.2* and *7.3* of this schedule, and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee shall chair any such committee.

7.2 Committees to report to Trustees

All committees appointed under *rule 7.1* of this Schedule shall report to the Trustees in respect of their activities and such reports shall, unless a direction is made to the contrary by the Trustees:

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

7.3 Regulation of procedure by committees

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

8. WRITTEN RESOLUTIONS

- 8.1** A written resolution signed by all the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may be signed in counterparts, provided that, resolutions that are multi-paged or that refer to supporting documents shall also be initialled by the Trustees page by page.

9. MINUTES

9.1 Minutes to be kept

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

9.2 Minutes to be evidence of proceedings

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

9.3 Minutes to be evidence of proper conduct

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

10. TELECONFERENCE MEETINGS

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

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a teleconference meeting and to be linked for the purposes of such a meeting. Notice of a teleconference meeting may be given on the telephone;
- (b) throughout the teleconference meeting each participant must be able to hear each of the other participants taking part;

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

FOURTH SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with *clause 1.7*; or
- (b) amend this Deed in accordance with *clause 23*; or
- (c) approve a resettlement in accordance with *clause 24*; or
- (d) terminate the Trust in accordance with *clause 25*; or
- (e) approve a recommendation from the Initial Trustees on the ownership arrangements for the Trust Assets and representation arrangements for the Trust;

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

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

3 VOTING

- #### **3.1** In order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Members of TatauTatau o TeWairoa who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

4. SPECIAL GENERAL MEETING REQUIRED

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

5. NOTICE

5.1 Notice of special general meeting

The Trustees shall give not less than fifteen (15) Working Days' notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution.

5.2 Method of giving notice

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

- (a) post (including by electronic form where available) to all Adult Registered Members of TatauTatau o TeWairoa at the last address shown for each such Adult Registered Member of TatauTatau o TeWairoa on the TatauTatau o TeWairoa Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address; and
- (b) inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of TatauTatau o TeWairoa reside;
- (c) such other means as the Trustees may determine.

5.3 Content of notice to members

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

- (a) the date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- (b) details of the proposed Special Resolution;
- (c) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- (d) details of the procedure to be followed in making a postal vote or a vote by electronic means where available, including the date voting closes;
- (e) a statement that postal votes may either be delivered to the Chief Returning Officer at the special general meeting, or posted or by electronic means; and
- (f) a voting form. The voting form can be sent via postal voting and electronic means. If the voting form is sent via electronic means the voting form must also contain sufficient information to verify the voter and the voting documents issued to that voter pursuant to *rule 6.1* of this Schedule.

5.4 Content of advertisement:

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

6. POSTAL VOTING

6.1 Other details to accompany vote

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

6.2 Timing of Postal Votes

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

6.3 Postal Votes may be received at the special general meeting

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

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1 Appointment of Chief Returning Officer

For the purposes of the Special Resolution, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the powers and duties of the Chief Returning Officer as set out in this Deed, including, to avoid doubt, *rules 7.2 to 8.3* of this Schedule.

7.2 Chief Returning Officer to receive voting forms

Voting forms must be addressed to the Chief Returning Officer.

7.3 Chief Returning Officer to be present at special general meeting

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

7.4 Eligibility to Vote

Those eligible to vote on a special resolution are:

- (a) those Adult Members of TatauTatau o TeWairoa recorded in the TatauTatau o TeWairoa Register as an Adult Registered Member of TatauTatau o TeWairoa on the closing day for voting; and

- (b) subject to *rule 7.5(b)* of this Schedule, any other Adult Member of TatauTatau o TeWairoa who has on or before the closing date for voting provided to the Chief Returning Officer an application form for registration which complies with *rule 3.1* of the First Schedule.

7.5 Only one vote to be cast

The Chief Returning Officer must:

- (a) ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member of TatauTatau o TeWairoa; and
- (b) where any Provisional Vote is cast pursuant to *rule 7.4(b)* of this Schedule, before counting that Provisional Vote, consult with the Membership Validation Committee to ensure that the person casting the vote is eligible to be registered on the TatauTatau o TeWairoaRegister as an Adult Registered Member.

7.6 Recording of votes

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

8. COUNTING OF VOTES

8.1 All votes to be counted

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

8.2 Certification and notifying result

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

8.3 Provisional Votes

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

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

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

- 9.1** Except as otherwise set out in this Schedule, the provisions of *clause 13* of the Deed shall apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.

FIFTH SCHEDULE - KAHUI

Rongomaiwahine Iwi/Ngāi Te Rākatō - Ngāti Hikairo, Hinewhata, Ngāti Hinewhakāngi, Ngāti Meke, Ngāi Tama, Ngāi Tārewa, Ngāti Ruawharo Ngai Takoto and Ngāi Tū.

Ngāti Rākaipaaka- Ngāti Rangī, Ngāi Te Rehu, Ngāi Tamakahu, Ngāi Tureia and Ngāi Te Kauaha/Ngāti Kauaha.

Ngāti Hinemanuhiri also known as Ngā Tokorima a Hinemanuhiri- Ngāi Tamaterangi, Ngāti Mākorō, Ngāti Hingāngā (also known as Te Aitanga a Pourangahua), Ngāi Pupuni, Ngāti Pareroa, Ngāti Poa, Ngāi Tamatea and Ngāti Hinetu and Ngāti Mihi.

Whakakī Nui-ā-Rua- Ngāti Hine Te Pairu, Ngāti Hinepua, Ngāi Te Ipu, Ngāi Tahu Matawhāiti (Ngāi Matawhāiti, Ngāti Tahu), Ngāti Tarita, Ngāti Iwikātea and Ngā hapū o Ngāmotu (Ngāti Kāhu, Te Uri o Te O, Ngā Huka o Tai, Te Aitanga a Puata, Ngāti Mātua and Ngāti Koropi).

Te Wairoa Tapokorau Cluster 1 - Ngāti Kurupakiaka, Ngāti Tiakiwai, Ngāti Momokore, Ngāti Waiaha, Ngāi Te Rangituanui, Ngāi Taitau and Ngāti Mātangirau

Te Wairoa Tapokorau Cluster 2 - Ngāti Moewhare, Ngāi Te Apatu, Ngāi Tānemitirangi, Ngāti Hinepehinga, Iwi Katere, Ngāti Peehi, Ngāi Taurira, Ngāi Te Kapuamātoru.

Wairoa Waikaremoana Maori Trust Board – also representing the interests of Ngāti Hingāngā (also known as Te Aitanga a Pourangahua) as well as the interests of Ngāti Hinehika (also known as Ngāti Kohatu) Ngāti Hinemihi, Ngāti Hikatu and Ngāti Puku.