

Date [] 2017

**DEED OF TRUST OF TE PUĀWAITANGA O NGĀTI
HINERANGI IWI TRUST**

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATIONS	1
1.1	DEFINED TERMS	1
1.2	INTERPRETATION	6
2.	CONSTITUTION, STATUS AND OBJECT OF THE TRUST	7
2.1	TRUST ESTABLISHED:	7
2.2	TRUST ADMINISTRATION:	7
2.3	OBJECT AND PURPOSE OF THE TRUST:	7
2.4	POWERS OF TRUST:	7
2.5	RESTRICTION ON MAJOR TRANSACTIONS:	8
3.	APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES	8
3.1	INITIAL TRUSTEES	8
3.2	APPOINTMENT IN ACCORDANCE WITH SECOND SCHEDULE:	9
3.3	EXTENT OF TRUSTEES' DISCRETION TO MANAGE TRUST AFFAIRS:	9
3.4	PROCEEDINGS OF TRUSTEES:	9
3.5	TRUSTEES' REMUNERATION	9
3.6	REMUNERATION FOR PROFESSIONAL, BUSINESS AND TRADE CHARGES	9
3.7	TRUSTEES NOT TO TAKE PART IN DECISIONS RELATING TO REMUNERATION FOR PROFESSIONAL, BUSINESS AND TRADE CHARGES	10
3.8	DISCLOSURE OF TRUSTEES' REMUNERATION	10
3.9	TRUSTEES' EXPENSES	10
4.	CHIEF EXECUTIVE AND OTHER EMPLOYEES	10
4.1	TRUSTEES TO APPOINT CHIEF EXECUTIVE:	10
4.2	DELEGATIONS TO CHIEF EXECUTIVE:	10
4.3	TRUSTEE ROLE:	10
5.	TRUSTEES MAY ESTABLISH SUBSIDIARIES	10
5.1	ESTABLISHMENT OF SUBSIDIARIES:	10
5.2	OWNERSHIP AND CONTROL OF SUBSIDIARIES:	11
5.3	TRUSTEES TO MONITOR:	11
5.4	TRUSTEE TO FUND SUBSIDIARIES:	11
5.5	DIRECTORS RESPONSIBLE FOR GOVERNANCE:	11
5.6	REMUNERATION OF DIRECTORS AND OTHER TRUSTEES:	11
5.7	NO INFLUENCE IN DETERMINING REMUNERATION	11
6.	APPOINTMENT OF DIRECTORS AND TRUSTEES	11
6.1	APPOINTMENT AND REMOVAL OF DIRECTORS AND TRUSTEES:	11
6.2	TRUSTEES AS DIRECTORS AND TRUSTEES OF SUBSIDIARIES:	11
6.3	APPOINTMENTS WITH REGARD TO SKILLS AND EXPERTISE:	12
7.	APPLICATION OF INCOME AND CAPITAL	12
7.1	TRUSTEES MAY APPLY INCOME AND CAPITAL:	12
7.2	PAYMENTS OUT OF INCOME:	12
7.3	MATTERS TO CONSIDER IN APPLYING INCOME:	12
7.4	ACCUMULATION IN SIX MONTHS WHERE INCOME NOT APPLIED:	13
8.	PLANS	13
8.1	TRUSTEES TO PREPARE ANNUAL PLAN:	13
8.2	TRUSTEES TO PREPARE FIVE YEAR PLAN:	13
8.3	INITIAL ANNUAL PLAN AND FIVE YEAR PLAN:	13
9.	ANNUAL REPORTS, ACCOUNTS, AUDITORS AND PEER REVIEW	14
9.1	PREPARATION OF ANNUAL REPORT:	14
9.2	AUDIT OF FINANCIAL STATEMENTS:	14
9.3	APPOINTMENT OF AUDITOR:	15
9.4	PEER REVIEW OF FINANCIAL STATEMENTS:	15
9.5	APPOINTMENT OF REVIEWER:	15
10.	SUBSIDIARIES TO PREPARE PLANS AND REPORTS	15

10.1	SUBSIDIARIES TO PREPARE PLANS AND STATEMENTS OF INTENT:	15	
10.2	TRUSTEE APPROVAL REQUIRED:	16	
10.3	REPORTS TO COMPLY WITH COMPANIES ACT 1993:	16	
10.4	SUBSIDIARIES TO MEET COMPANIES ACT STANDARD:	16	
10.5	REPORT TO INCLUDE COMPARISON AGAINST PLANS:	16	
10.6	PROTECTION OF SENSITIVE INFORMATION:	16	
10.7	PREVIOUSLY APPROVED PLANS AND STATEMENTS OF INTENT:	17	
11.	DISCLOSURE OF PLANS, REPORTS AND MINUTES	17	
11.1	DOCUMENTS TO BE AVAILABLE FOR INSPECTION:	17	
11.2	COSTS OF COPYING:	17	
12.	NO DISCLOSURE OF SENSITIVE INFORMATION	17	
13.	GENERAL MEETINGS	18	
13.1	TRUSTEES TO HOLD ANNUAL GENERAL MEETING:	18	
13.2	APPROVAL OF TRUSTEES' REMUNERATION AND APPOINTMENT OF AUDITOR OR REVIEWER:	18	18
13.3	NOTICE OF GENERAL MEETING:	18	
13.4	NOTICE OF SPECIAL GENERAL MEETINGS:	19	
13.5	SPECIAL GENERAL MEETING LIMITED TO NOTIFIED BUSINESS:	19	
13.6	INVALIDATION:	19	
13.7	DEFICIENCY OF NOTICE:	19	
13.8	QUORUM:	19	
13.9	CHAIRING OF MEETINGS:	20	
13.10	VOTING:	20	
13.11	UNRULY MEETINGS:	20	
13.12	MINUTES:	21	
13.13	MINUTES TO BE EVIDENCE OF PROCEEDINGS:	21	
13.14	MINUTES TO BE EVIDENCE OF PROPER CONDUCT:	21	
14.	DISCLOSURE OF INTERESTS	21	
14.1	DEFINITION OF INTERESTED TRUSTEE:	21	
14.2	DISCLOSURE OF INTEREST TO OTHER TRUSTEES:	21	
14.3	RECORDING OF INTEREST:	22	
15.	DEALINGS WITH "INTERESTED" TRUSTEES	22	
16.	PROHIBITION OF BENEFIT OR ADVANTAGE	22	
16.1	RECIPIENT NOT TO INFLUENCE BENEFITS:	22	
16.2	PROFESSIONAL ACCOUNT AND INFLUENCE:	22	
17.	ADVICE TO TRUSTEES	22	
17.1	TRUSTEES MAY RELY ON ADVICE:	22	
17.2	TRUST MAY OBTAIN A LEGAL OPINION:	23	
18.	LIABILITY OF TRUSTEES	23	
18.1	GENERAL LIMITATION OF LIABILITY	23	
19.	INDEMNITY AND INSURANCE	23	
19.1	INDEMNITY AND INSURANCE FOR TRUSTEES:	23	
19.2	INDEMNITY AND INSURANCE COSTS TO BE JUST AND EQUITABLE:	23	
19.3	INDEMNITY AND INSURANCE RE SPECIFIC TRUSTS:	23	
19.4	GLOBAL INSURANCE FOR NGĀTI HINERANGI GROUP	23	
19.5	RECORD OF DECISIONS:	24	
20.	GIFTS OR DONATIONS	24	
20.1	TRUSTEES MAY ACCEPT SPECIFIC TRUSTS:	24	
20.2	SPECIFIC TRUSTS TO BE SEPARATE:	24	
20.3	USE OF SPECIFIC TRUST ASSETS:	24	
21.	RECEIPTS FOR PAYMENTS	24	
22.	CUSTODIAN TRUSTEE	24	
22.1	POWER TO APPOINT	24	
22.2	REMOVAL AND REPLACEMENT	25	
23.	AMENDMENTS TO DEED	25	

23.1	SPECIAL RESOLUTION REQUIRED:	25
23.2	LIMITATIONS ON AMENDMENT:	25
23.3	AMENDMENT TO MAKE DEFINITIONS CONSISTENT WITH DEED OF SETTLEMENT AND SETTLEMENT LEGISLATION:	26
23.4	CONSIDERATION OF PROPOSALS:	26
23.5	PROPOSALS TO BE DISCARDED:	27
24.	RESETTLEMENT:	27
25.	TERMINATION OF TRUST BY MEMBERS:	27
25.1	SUBJECT TO CLAUSE 23.2:	27
26.	PERPETUITIES AND VESTING DAY:	27
27.	ARCHIVING OF RECORDS:	27
27.1	RECORDS TO BE HELD FOR SEVEN YEARS:	27
27.2	RECORDS TO BE ARCHIVED:	28
27.3	RECORDS MAY BE RETAINED FOR LONGER:	28
28.	DISPUTE RESOLUTION:	28
28.1	DISPUTES:	28
28.2	NOTICE OF DISPUTE:	28
28.3	REFERENCE OF DISPUTE:	28
28.4	DISPUTES COMMITTEE TO BE APPOINTED AS REQUIRED:	28
28.5	APPOINTMENT AND COMPOSITION OF DISPUTES COMMITTEE:	28
28.6	ROLE OF DISPUTES COMMITTEE:	29
28.7	DELIBERATIONS OF DISPUTES COMMITTEE:	29
28.8	DISPUTES COMMITTEE MAY CONVENE HUI:	29
28.9	HUI TO MEET NOTICE REQUIREMENTS:	29
28.10	NOTIFICATION OF OUTCOME:	29
29.	REVIEW OF TRUST DEED:	29
29.1	REVIEW OF TRUST DEED:	29
29.2	DEED REVIEW PROCESS:	29
29.3	REVIEW TO BE INDEPENDENTLY FACILITATED:	30
29.4	OUTCOME OF REVIEW:	30
	FIRST SCHEDULE - NGĀTI HINERANGI MEMBERSHIP REGISTER:	33
1.	TRUSTEES TO KEEP REGISTER:	33
1.1	TRUSTEES TO MAINTAIN REGISTER:	33
1.2	REGISTER TO COMPLY WITH THIS SCHEDULE:	33
2.	CONTENTS OF REGISTER:	33
2.1	REGISTER TO CONTAIN MEMBERS' DETAILS:	33
2.2	REGISTRATION NOT LIMITED TO ONE MARAE:	33
2.3	MEMBERSHIP IDENTIFICATION NUMBER:	33
3.	APPLICATIONS FOR REGISTRATION:	33
3.1	FORM OF APPLICATIONS:	33
3.2	APPLICATIONS TO BE MADE BY:	34
4.	DECISIONS AS TO MEMBERSHIP:	34
4.1	MEMBERSHIP VALIDATION COMMITTEE TO BE ESTABLISHED:	34
4.2	COMPOSITION OF MEMBERSHIP VALIDATION COMMITTEE:	34
4.3	CONSIDERATION OF APPLICATIONS:	34
4.4	DECISIONS TO BE MADE ON APPLICATIONS:	34
4.5	SUCCESSFUL APPLICANTS TO BE NOTIFIED AND REGISTERED:	34
4.6	NOTIFICATION TO UNSUCCESSFUL APPLICANTS:	35
4.7	UNSUCCESSFUL APPLICANT MAY REAPPLY:	35
4.8	MEMBERS MAY CHANGE MARAE:	35
4.9	PROCESS TO CHANGE MARAE:	35
5.	MAINTENANCE OF REGISTER:	35
5.1	TRUSTEES TO ESTABLISH POLICIES:	35
5.2	ASSISTANCE IN IDENTIFYING MEMBERSHIP:	35

5.3	RESPONSIBILITY OF MEMBERS OF NGĀTI HINERANGI:	35
5.4	CONSEQUENCES OF REGISTRATION:	36
5.5	REGISTER AVAILABLE FOR INSPECTION	36
SECOND SCHEDULE - ELECTIONS OF TRUSTEES		37
1.	PROCEDURE	37
1.1	THIS SCHEDULE TO APPLY:	37
1.2	ELECTION TO BE BY MARAE	37
2.	ELIGIBILITY FOR APPOINTMENT	37
2.1	TRUSTEE TO BE REGISTERED WITH MARAE	37
3.	ELECTION OF TRUSTEES	37
3.1	ELECTION OF TRUSTEES:	37
3.2	ELECTION OF TRUSTEES	37
4.	TERM OF OFFICE	38
4.1	TERM OF OFFICE:	38
4.2	TRUSTEES TO FACE RE-ELECTION EVERY FOUR YEARS	38
4.3	RETIREMENT AND ROTATION OF INITIAL TRUSTEES:	38
4.4	ORDER OF RETIREMENT OF INITIAL TRUSTEES:	38
4.5	TERM FOLLOWING RETIREMENT OF INITIAL TRUSTEES:	39
4.6	ELIGIBILITY OF SITTING TRUSTEES:	39
4.7	CASUAL VACANCIES:	39
4.8	TERM OF CASUAL VACANCY:	39
4.9	TEMPORARY TRUSTEE	39
4.10	NOTICE OF CONSULTATION HUI	40
5.	TIMING OF ELECTIONS	40
6.	MAKING OF NOMINATIONS	41
6.1	CALLING FOR NOMINATIONS:	41
6.2	TIMING FOR NOMINATIONS:	41
6.3	FORM OF NOTICE:	41
6.4	INCLUSION OF INVITATION TO REGISTER:	41
6.5	NOMINATION TO BE IN WRITING:	41
6.6	CONSENT OF NOMINEE:	41
6.7	RE-ADVERTISEMENT AND EXTENSION IN THE EVENT OF NO NOMINATION	42
6.8	ELIGIBILITY FOR NOMINATION:	42
6.9	ELIGIBILITY SUBJECT TO CONSENT TO A CRIMINAL RECORD CHECK	42
7.	HOLDING OF ELECTIONS	43
7.1	MODE OF VOTING AT ELECTIONS:	43
7.2	ELECTION OF TRUSTEES SUBJECT TO CRIMINAL RECORD CHECK	43
7.3	NO ELECTIONS WHERE NOMINEES EQUAL VACANCIES:	43
7.4	ADULT MEMBERS TO VOTE IN ELECTIONS:	43
8.	NOTICE OF ELECTIONS	44
8.1	NOTICE TO BE GIVEN:	44
8.2	PERIOD OF NOTICE:	44
8.3	METHOD OF GIVING NOTICE:	44
8.4	GENERAL CONTENT OF NOTICES:	44
8.5	ADDITIONAL CONTENT OF NOTICE:	44
9.	POSTAL VOTING	45
9.1	OTHER DETAILS TO ACCOMPANY VOTE:	45
9.2	TIMING OF POSTAL VOTES:	45
10.	APPOINTMENT OF CHIEF RETURNING OFFICER	45
10.1	APPOINTMENT OF CHIEF RETURNING OFFICER:	45
10.2	CHIEF RETURNING OFFICER TO RECEIVE VOTING FORMS:	45
10.3	ONLY ONE VOTE TO BE CAST:	45
10.4	RECORDING OF VOTES:	45
11.	COUNTING OF VOTES	45

11.1	ALL VOTES TO BE COUNTED:.....	45
11.2	CERTIFICATION AND NOTIFYING ELECTION RESULT:.....	46
12.	RETENTION OF ELECTION RECORDS	46
12.1	COMPILING AND SEALING VOTING RECORDS:	46
12.2	RETENTION AND DISPOSAL OF PACKETS:.....	46
13.	REVIEW OF ELECTION RESULTS	46
13.1	CANDIDATES MAY SEEK REVIEW:.....	46
13.2	APPOINTMENT OF ELECTORAL REVIEW OFFICER:.....	46
13.3	ELECTORAL REVIEW OFFICER TO CONDUCT REVIEWS:.....	46
13.4	FORM OF REQUEST FOR REVIEW:	46
13.5	SERVICE OF APPLICATION ON OTHER CANDIDATES:.....	47
13.6	COSTS:.....	47
14.	CONDUCT OF REVIEW	47
14.1	NOTIFICATION OF ELECTORAL REVIEW OFFICER:	47
14.2	ELECTORAL REVIEW OFFICER TO EXERCISE WIDE POWERS:.....	47
14.3	ELECTORAL REVIEW OFFICER TO BE GUIDED BY SUBSTANTIAL MERITS:.....	48
14.4	CERTIFICATION OF RESULT OF REVIEW:	48
14.5	DECISION TO BE FINAL:.....	48
15.	TERMINATION OF OFFICE OF TRUSTEES	48
15.1	TERMINATION OF OFFICE OF TRUSTEES:.....	48
16.	RECORD OF CHANGES OF TRUSTEES.....	49
16.1	RECORD OF CHANGES OF TRUSTEES:	49
	THIRD SCHEDULE - PROCEEDINGS OF TRUSTEE MEETINGS.....	50
1.	TRUSTEES TO REGULATE MEETINGS.....	50
2.	NOTICE OF MEETING	50
2.1	NOTICE TO TRUSTEES:	50
2.2	CONTENT OF NOTICE:	50
2.3	WAIVER OF NOTICE:	50
2.4	MEETING LIMITED TO NOTIFIED BUSINESS:	50
2.5	DEFICIENCY OF NOTICE:.....	50
3.	QUORUM	50
4.	CHAIRPERSON AND DEPUTY CHAIRPERSON	51
4.1	TRUSTEES TO APPOINT:.....	51
4.2	VOTING ON APPOINTMENT:.....	51
4.3	TERMINATION OF OFFICE:.....	51
5.	PROCEEDINGS AT MEETINGS	51
5.1	DECISIONS BY MAJORITY VOTE:	51
5.2	CHAIRPERSON:	51
5.3	VACANCIES:.....	51
5.4	DEFECTS OF APPOINTMENT:	52
5.5	UNRULY MEETINGS:.....	52
6.	APPOINTMENT OF COMMITTEES BY TRUSTEES	52
6.1	TRUSTEES MAY APPOINT COMMITTEES:	52
6.2	COMMITTEES TO REPORT TO TRUSTEES:	52
6.3	REGULATION OF PROCEDURE BY COMMITTEES:	52
7.	WRITTEN RESOLUTIONS	53
8.	MINUTES	53
8.1	MINUTES TO BE KEPT:	53
8.2	MINUTES TO BE EVIDENCE OF PROCEEDINGS:	53
8.3	MINUTES TO BE EVIDENCE OF PROPER CONDUCT:	53
9.	TELECONFERENCE MEETINGS	53
	FOURTH SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTION.....	55

1. THIS SCHEDULE TO APPLY	55
2. POSTAL VOTING AND SPECIAL GENERAL MEETING	55
3. VOTING	55
4. SPECIAL GENERAL MEETING REQUIRED	55
5. NOTICE	55
5.1 NOTICE OF SPECIAL GENERAL MEETING:	55
5.2 METHOD OF GIVING NOTICE:	55
5.3 CONTENT OF NOTICE TO MEMBERS:	56
5.4 CONTENT OF ADVERTISEMENT:	56
6. POSTAL VOTING	56
6.1 OTHER DETAILS TO ACCOMPANY VOTE:	56
6.2 TIMING OF POSTAL VOTES:	57
6.3 POSTAL VOTES MAY BE RECEIVED AT THE SPECIAL GENERAL MEETING:	57
7. APPOINTMENT OF CHIEF RETURNING OFFICER	57
7.1 APPOINTMENT OF CHIEF RETURNING OFFICER:	57
7.2 CHIEF RETURNING OFFICER TO RECEIVE VOTING FORMS:	57
7.3 CHIEF RETURNING OFFICER TO BE PRESENT AT SPECIAL GENERAL MEETING:	57
7.4 ELIGIBILITY TO VOTE:	57
7.5 ONLY ONE VOTE TO BE CAST:	57
7.6 RECORDING OF VOTES:	57
8. COUNTING OF VOTES	58
8.1 ALL VOTES TO BE COUNTED:	58
8.2 CERTIFICATION AND NOTIFYING RESULT:	58
9. PROCEEDINGS AT SPECIAL GENERAL MEETING	58
FIFTH SCHEDULE - MARAE OF NGĀTI HINERANGI	59
SIXTH SCHEDULE - RATIFICATION BOOKLET	60

TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST DEED

Executed as a deed on the day of *[month]* 2017

BACKGROUND

- A. On 12 December 2015 Ngāti Hinerangi signed an Agreement in Principle with the Crown regarding the nature and scope of a deed of settlement settling the historical claims of Ngāti Hinerangi. Ngāti Hinerangi and the Crown are currently negotiating the final terms of the Deed of Settlement to give effect to the Agreement in Principle reached between the parties.
- B. In order for Ngāti Hinerangi to meet the requirements for settlement prescribed by the Crown, a post-settlement governance entity needs to be established to sign the Deed of Settlement and to receive and administer the settlement assets to be received as part of Ngāti Hinerangi's Treaty Settlement.
- C. This deed is signed by the Initial Trustees to record the terms on which the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust is established as the post-settlement governance entity to receive the settlement assets for Ngāti Hinerangi. The Ngāti Hinerangi Trust has paid to the Initial Trustees the sum of ten dollars upon the terms and with and subject to the powers and discretions set out in this Deed to be the initial Trust Property.
- D. It is the intention of the Initial Trustees to receive the settlement assets and facilitate the transfer of settlement assets in accordance with the Ratification Booklet and the resolutions in the Ratification Booklet that were confirmed by a majority of the Adult Registered Members of Ngāti Hinerangi who voted in the Ratification Process.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

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

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

“Annual Plan” means the annual plan of the Trust which is prepared in accordance with clause 8.1;

“Annual Report” means the annual report of the Ngāti Hinerangi Group which is prepared by the Trustees in accordance with clause 9.1;

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

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

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

“Chief Executive” means the person appointed in accordance with clause 4.1;

“Chief Returning Officer” means as the context requires:

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

“Consolidated Financial Statements” means the consolidated financial statements of the Ngāti Hinerangi Group prepared by the Trustees in accordance with clause 9.1;

“Custodian Trustee” means the custodian trustee that may be appointed or incorporated in accordance with clause 22.1;

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

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

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

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

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

“Descended”, where Person A is required to be descended from Person B, means that Person A is descended from Person B by:

- (a) birth; or
- (b) legal adoption; or
- (c) adoption in accordance with Ngāti Hinerangi tikanga (including whāngai adoption);

“Disputes Committee” means a committee formed in accordance with clauses 28.4 and 28.5;

“Election Year” means a year in which elections for Trustees are held in accordance with Schedule 2 of this Deed;

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

“First Election Year” means the Income Year in which the first elections are held for Trustees in accordance with Schedule 2 of this Deed.

“Five Year Plan” means the five year plan of the Trust prepared in accordance with clause 8.2;

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

“Initial Trustees” means the Trustees identified in clause 3.1;

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

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

but does not include:

- (d) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust’s Assets (whether the Assets are held by the Trust or any other member of the Ngāti Hinerangi Group); or
- (e) any acquisition of Property by a member of the Ngāti Hinerangi Group from any other member of the Ngāti Hinerangi Group; or
- (f) any disposition of Property by a member of the Ngāti Hinerangi Group to any other member of the Ngāti Hinerangi Group; or
- (g) the receipt of settlement redress from the Crown

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

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

"Marae" means a marae of Ngāti Hinerangi specifically listed in the Fifth Schedule.

"Member of Ngāti Hinerangi" means an individual referred to in paragraph (a) of the definition of Ngāti Hinerangi;

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

"Ngāti Hinerangi" means:

- (a) the collective group composed of individuals who descend from one or more Ngāti Hinerangi Ancestors; and
- (b) every whānau, hapū or group to the extent it is composed of individuals referred to in paragraph (a), including the following groups:
 - (i) Ngāti Tamapango;
 - (ii) Ngāti Tokotoko;
 - (iii) Ngāti Te Riha;
 - (iv) Ngāti Kura;
 - (v) Ngāti Whakamaungārangi;
 - (vi) Ngāti Tāwhaki;
 - (vii) Ngāti Rangī;
 - (viii) Ngāti Tangata; and
- (c) every individual referred to in paragraph (a).

"Ngāti Hinerangi Ancestor" means an individual who:

- (a) exercised Customary Rights by virtue of being descended from:
 - (i) Kōperu; or
 - (ii) a recognised ancestor of any of the groups referred to in paragraph (b) of the definition of Ngāti Hinerangi; and
- (b) exercised Customary Rights predominantly in relation to the Ngāti Hinerangi Area of Interest after 6 February 1840.

"Ngāti Hinerangi Area of Interest" means the Area of Interest of Ngāti Hinerangi as identified and defined in:

- (a) the Agreement in Principle dated 12 December 2015; or
- (b) in the Deed of Settlement (once signed); or

(c) the Settlement Legislation (once given royal assent).

In the event of any discrepancy between (a) and (b), the Area of Interest in (b) will prevail. In the event of any discrepancy between (c) and either or both of (a) and (b), the Area of Interest in (c) will prevail.

"Ngāti Hinerangi Claims" means Ngāti Hinerangi historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngāti Hinerangi under the Treaty of Waitangi and has the same meaning as the term "historical claims" as identified and defined in:

- (a) the Agreement in Principle dated 12 December 2015; or
- (b) in the Deed of Settlement (once signed);
- (c) the Settlement Legislation (once given royal assent).

In the event of any discrepancy between (a) and (b), the "historical claims" identified and defined in (b) will prevail. In the event of any discrepancy between (c) and either or both of (a) and (b), the "historical claims" identified and defined in (c) will prevail.

"Ngāti Hinerangi Group" means the Trust and its Subsidiaries (if any);

"Ngāti Hinerangi Register" means the register of Members of Ngāti Hinerangi that is to be maintained by the Trustees in accordance with the First Schedule to this Deed;

"Property" means all property (whether real or personal) held or to be held by the Trustees under the terms of this Deed and includes choses in action, rights, interests and money;

"Ratification Booklet" means the ratification booklet as approved by the Crown and used in the Ratification Process and annexed in the Sixth Schedule to this Deed.

"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;

"Second Election Year" means the second Income Year in which elections are held for remaining Trustee positions under Schedule 2 of this Deed;

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

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

"Special Resolution" means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members of Ngāti Hinerangi 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 10.1;

"Subsidiaries" or **"Subsidiary"** means any entity or trust that is:

- (a) wholly owned; or
- (b) controlled directly by the Trust;

"Trust" means the trust created by this Deed which is to be called the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust;

"Trust's Assets" means the trust fund of the Trust (including the sum of ten dollars referred to in the introduction to this Deed) and shall include all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any Property paid or given to or acquired or agreed to be acquired by the Trustees;

"Trust's Purpose" means the object and purpose set out in clause 2.3;

"Trust Period" means the period from the date of this Deed until the Vesting Day;

"Trustees" means the trustees appointed from time to time in accordance with clause 3.1 and the Second Schedule of this Deed to represent Ngāti Hinerangi and to act as the trustees for the time being of the Trust and **"Trustee"** shall mean any one of those persons; and

"Vesting Day" has the meaning set out in clause 26.

1.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

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

2. CONSTITUTION, STATUS AND OBJECT OF THE TRUST

2.1 Trust Established:

The Trustees acknowledge that they hold the Trust's Assets upon the trusts and with the powers set out in this Deed. The Trustees further acknowledge that the trust hereby created shall be known as the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust.

2.2 Trust Administration:

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

2.3 Object and purpose of the Trust:

The purpose for which the Trust is established is to receive, manage, hold and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of Ngāti Hinerangi in accordance with this Deed;

Without limiting in any way the generality of the foregoing, the Trustees may achieve this purpose by the following means:

- (a) promotion of the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Hinerangi;
- (b) the on-going maintenance and establishment of places of cultural or spiritual significance to Ngāti Hinerangi;
- (c) the promotion amongst Ngāti Hinerangi of health and well-being, including of the aged or those suffering from mental or physical sickness or disability;
- (d) commercial activities for the benefit of the present and future Members of Ngāti Hinerangi; and
- (e) any other purpose that is considered by the Trustees in their sole discretion from time to time to be beneficial to the present and future Members of Ngāti Hinerangi.

For the avoidance of doubt, the Members of Ngāti Hinerangi are the beneficiaries of the Trust. The means for achieving the purpose, as expressed in paragraphs (a) to (e) above, are intended as guidance for the Trustees of Trust in exercising their powers.

2.4 Powers of Trust:

In order to achieve the Purpose of the Trust, the Trustees shall have all the powers of a natural person and may exercise those powers in accordance with the terms of this Trust.

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

- (a) to receive or accept, or to make any disposition of, any real property, including any interest of any type in real property (whether corporeal or incorporeal hereditament);

- (b) to receive or accept, or to make any disposition of, any personal property (whether chattels, choses in action, intellectual property, and otherwise howsoever), including any interest of any type in personal property;
- (c) to receive or grant any security, including any mortgage, pledge, charge, security interest, or otherwise howsoever, in relation to all, or any part of, the Trust's Assets;
- (d) to contract, to grant a release, to grant a power of attorney, to appoint an agent, a receiver, or a stakeholder, to settle property on, or declare, a trust;
- (e) to issue or take any debt or equity security;
- (f) to borrow or to lend money; and
- (g) to assume, by way of novation or otherwise, liability for obligations entered into by its predecessor the Ngāti Hinerangi Trust.

2.5 Restriction on Major Transactions:

Notwithstanding clause 2.4, the Trustees must not enter into a Major Transaction; and

must ensure that any Subsidiaries are established and maintained on terms which provide that such Subsidiaries must not enter into a Major Transaction;

unless that Major Transaction:

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

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Initial Trustees

Pending election and appointment of Trustees in accordance with the Second Schedule, the Initial Trustees shall be the following seven (7) people:

Phillip Smith

Phillip Samuels

Dianna Vaimoso

Barbara Kinzett

David Thompson

Chris Wilson

Waimatao Smith

[- to be ratified in the PSGE ratification process]

3.2 Appointment in accordance with Second Schedule:

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

3.3 Extent of Trustees' discretion to manage Trust affairs:

Subject to any requirements imposed by this Deed (including the requirements in the purpose of this Trust at clause 2.3), the Deed of Settlement, the Settlement Act, and in accordance with law, the Trustees shall control and supervise the business and affairs of the Trust in such a manner as they, in their sole discretion, see fit.

3.4 Proceedings of Trustees:

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

3.5 Trustees' Remuneration

Trustees' remuneration must:

- (a) in respect of the Initial Trustees in clause 3.1, who will be appointed before the first annual general meeting, be set by them for the period they hold office as Initial Trustees, on the basis of professional advice they must seek as to the arm's-length fair market value for similar trustee services for Māori organisations of a size and nature similar to the Trust; and
- (b) at the first annual general meeting, and at every annual general meeting thereafter, be authorised by a resolution of Adult Registered Members of Ngāti Hinerangi in accordance with clause 13.2, and may be increased by no more than the corresponding percentage increase in the Consumers Price Index published by Statistics New Zealand (or any successor entity) for the most recent quarter prior to the annual general meeting, except as provided in paragraph (c).
- (c) In recommending any increase to trustee remuneration levels which exceeds any corresponding percentage increase in the Consumers Price Index for the most recent quarter, the Trustees must first seek further professional advice as to the arm's-length fair market value for similar trustee services for Māori organisations of a size and nature similar to the Trust.

3.6 Remuneration for professional, business and trade charges

Any Trustee of the Trust engaged in any profession, business or trade may act in that capacity in connection with the affairs of the Ngāti Hinerangi Group, and such Trustee, and any other Trustee of the Trust, may charge and be paid all reasonable and proper charges for all services rendered, business transacted, responsibility involved, time spent and all acts done by that Trustee, or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Ngāti Hinerangi Group.

3.7 Trustees not to take part in decisions relating to remuneration for professional, business and trade charges

No Trustee receiving payment for all reasonable and proper charges referred to in clause 3.6 shall take part in any deliberations or proceedings relating to the payment or otherwise of those charges nor shall that 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. Any such payment must be approved in writing by the Trust.

3.8 Disclosure of Trustees' Remuneration

The Trustees shall, in accordance with clause 9.1, 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.

3.9 Trustees' Expenses

Trustees will be entitled to be reimbursed for expenses reasonably and necessarily incurred in relation to their acting as Trustees.

4. CHIEF EXECUTIVE AND OTHER EMPLOYEES

4.1 Trustees to appoint Chief Executive:

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

4.2 Delegations to Chief Executive:

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

4.3 Trustee Role:

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

5. TRUSTEES MAY ESTABLISH SUBSIDIARIES

5.1 Establishment of Subsidiaries:

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

5.2 Ownership and Control of Subsidiaries:

The Trustees shall ensure that any Subsidiary is established on terms which require the Subsidiary to manage any of the Trust's Assets it holds solely for the benefit of Ngāti Hinerangi. The Trustees shall ensure that they have and retain all the shares in any Subsidiary that is a Company and the sole power to appoint and remove the trustees and directors or any responsible body of any Subsidiary.

5.3 Trustees to monitor:

The Trustees shall exercise their shareholding or power of appointment in respect of any Subsidiaries in such a way as to ensure that these entities carry out their activities in a manner which is consistent with the Trust's object and purpose in clause 2.3 of this Deed.

5.4 Trustee to fund Subsidiaries:

The Trustees may fund Subsidiaries (if any) 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.

5.5 Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Deed, all entities or trusts within the Ngāti Hinerangi Group shall be governed by their respective boards or other responsible bodies and the role of the Trustees in respect of those entities and other trusts shall be limited to the exercise of the rights conferred on the Trustees as shareholders, or (as applicable) appointor and beneficiary of the relevant entity or trust.

5.6 Remuneration of directors and other trustees:

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

5.7 No influence in determining remuneration

No Trustee receiving any remuneration referred to in clause 5.6 shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

6. APPOINTMENT OF DIRECTORS AND TRUSTEES

6.1 Appointment and removal of directors and trustees:

Subsidiaries shall be established on terms which ensure that the directors and trustees or other controlling body of the Subsidiary are appointed and removed by the Trustees.

6.2 Trustees as directors and trustees of Subsidiaries:

No more than 50% of the Trustees then in office may be appointed as directors or trustees of any individual Subsidiary.

6.3 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.

7. APPLICATION OF INCOME AND CAPITAL

7.1 Trustees may apply income and capital:

During the Trust Period, and subject to any other requirements in this Trust Deed, the Trustees may:

- (a) after payment of all expenses and other charges to be met from income, and after making or retaining out of, or charging against, the income of the Trust any payments, reserves or other provisions for the purpose of the Trust, provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of Members of Ngāti Hinerangi;
- (b) at any time use or apply any capital of the Trust's Assets to or for the benefit of Members of Ngāti Hinerangi without first using or applying the whole or any portion of the income of the Trust's Assets for that year; or
- (c) set aside reserves or accumulations for future use or application by the Trustees,

as the Trustees in their sole discretion think fit for or towards the Trust's purpose.

7.2 Payments out of income:

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

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

7.3 Matters to consider in applying income:

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

- (a) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital; and

- (b) endeavour to act fairly in considering the needs and interests of present and future Members of Ngāti Hinerangi.

7.4 Accumulation in six months where income not applied:

Any income from any Income Year that is not paid or applied in accordance with this clause 7 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.

8. PLANS

8.1 Trustees to prepare Annual Plan:

In addition to the requirement in clause 8.3, the Trustees shall prepare no later than one (1) month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year information including:

- (a) the strategic vision of the Trust for the Ngāti Hinerangi Group, consistent with the longer term vision of the Ngāti Hinerangi Group as identified in the Five Year Plan;
- (b) the nature and scope of the activities proposed by the Trustees for the Ngāti Hinerangi 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 Ngāti Hinerangi Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with;
- (f) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Ngāti Hinerangi; and
- (g) any other information as the Trustees in their discretion consider necessary or appropriate.

8.2 Trustees to prepare Five Year Plan:

In addition to the requirement in clause 8.3, the Trustees shall also produce within 18 months following the execution of this Deed, and update not less than every two (2) years, a Five Year Plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in clause 8.1(a) to 8.1(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.

8.3 Initial Annual Plan and Five Year Plan:

In addition to the requirements in clauses 8.1 and 8.2 the Trustees shall, within one (1) month of establishment of the Trust, prepare and produce an Annual Plan and Five Year

Plan that comply with the matters in clauses 8.1 and 8.2. Those plans shall have effect until such time as they are replaced by new plans as required in clauses 8.1 and 8.2

9. ANNUAL REPORTS, ACCOUNTS, AUDITORS AND PEER REVIEW

9.1 Preparation of annual report:

The Trustees must, within five (5) months after the end of each Income Year, and no later than twenty (20) Business Days prior to an annual general meeting, cause to be prepared an annual report on the affairs of the Ngāti Hinerangi Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against the Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngāti Hinerangi 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).

9.2 Audit of financial statements:

- (a) The Trustees must also ensure that the Consolidated Financial Statements for the first Income Year (and every year thereafter) 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, except in the circumstances set out in paragraph (b).
- (b) The Trustees may choose to have the Consolidated Financial Statements for an Income Year peer reviewed in accordance with cl 9.4 (rather than audited in accordance with cl 9.2(a)) if:
 - (i) the Consolidated Financial Statements for the previous Income Year have been audited; and
 - (ii) the majority of the Adult Registered Members of Ngāti Hinerangi present at the annual general meeting of the Trust for the previous Income Year have passed a resolution authorising the peer review of the Consolidated Financial Statements, rather than an audit; and
 - (iii) the Consolidated Financial Statements are peer reviewed 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.

For the avoidance of doubt, the purpose of this clause is to allow for the Consolidated Financial Statements to be audited only every second year, so long as that has been authorised by a vote at previous year's annual general meeting and the Consolidated Financial Statements are still peer reviewed in a year where they are not audited.

9.3 Appointment of auditor:

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

9.4 Peer review of financial statements:

In every Income Year in which the Consolidated Financial Statements for that Income Year are not audited under clause 9.2, the Trustees must ensure that the Consolidated Financial Accounts are peer reviewed 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.

9.5 Appointment of reviewer:

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

10. SUBSIDIARIES TO PREPARE PLANS AND REPORTS

10.1 Subsidiaries to prepare Plans and Statements of Intent:

The Trustees shall procure that each Subsidiary will:

- (a) within three (3) 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 three (3) 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) in addition to any normal reporting requirements, within two (2) calendar months after the completion of the first, second and third quarter of each Income Year send to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).

10.2 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.

10.3 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 completed and signed in accordance with the Financial Reporting Act 1993;
- (c) the auditor's or reviewer's report (as the case may be) of the financial statements (or group financial statements) of the company for that Income Year;

but excluding the information required by section 211(1)(g) of the Companies Act 1993 where the Trustees so decide pursuant to clause 10.6.

10.4 Subsidiaries to meet Companies Act standard:

All reports of any Subsidiary that is a trust shall be provided to the same standard, including as to form and content, as is required under clause 10.3 as if the Subsidiary was a company.

10.5 Report to include comparison against plans:

In addition to the matters set out in clauses 10.3 and 10.4, 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).

10.6 Protection of sensitive information:

For the avoidance of doubt, nothing in this clause 10 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 where the Trustees consider on reasonable grounds that the information is commercially or otherwise sensitive.

10.7 Previously Approved Plans and Statements of Intent:

Pending approval of any Statement of Intent, Five Year Plan or Annual Plan by the Trustees, any Subsidiaries may continue to implement any Statement of Intent, Five Year Plan, and Annual Plan previously approved by the Trustees.

11. DISCLOSURE OF PLANS, REPORTS AND MINUTES

11.1 Documents to be available for inspection:

The Trustees shall hold at their offices and through other electronic means (including on any website operated by the Trust) and make available for inspection by any Member of Ngāti Hinerangi either electronically, or on any Business Day when the offices are open:

- (a) the Annual Report for each of the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;
- (d) the Five Year Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with clause 13.14 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; and
- (i) the current constitution or trust deed of any Subsidiary.

11.2 Costs of copying:

Any Adult Registered Member of Ngāti Hinerangi shall be entitled to obtain copies of the information referred to in clause 11.1. However, the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

12. NO DISCLOSURE OF SENSITIVE INFORMATION

For the avoidance of doubt, but subject to the Trustees reporting obligations in clauses 9.1, 11.1(a), 11.1(b), 11.1(f), 13.1(a) and 13.1(b), the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trustees and the Ngāti Hinerangi Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

13. GENERAL MEETINGS

13.1 Trustees to hold annual general meeting:

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

- (a) report on the operations of the Ngāti Hinerangi Group during the preceding Income Year;
- (b) present the Annual Report and duly audited (or reviewed, as the case may be) 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 or reviewer 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.

13.2 Approval of Trustees' remuneration and appointment of auditor or reviewer:

- (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 Ngāti Hinerangi 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 5.
- (b) The appointment of the auditor or reviewer for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngāti Hinerangi present at the annual general meeting.

13.3 Notice of general meeting:

The Trustees shall give not less than twenty one (21) days notice of the holding of the annual general meeting, such notice to be sent by post or electronic form to all Adult Registered Members of Ngāti Hinerangi at the last address shown for each such Adult Registered Member of Ngāti Hinerangi on the Ngāti Hinerangi Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address. Notice of the meeting shall also be inserted on at least two (2) separate days in appropriate regional

newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Hinerangi reside. All such notices shall contain:

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

13.4 Notice of special general meetings:

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

- (a) the Chairperson and Deputy Chairperson for the time being of the Trust; or
- (b) 75% of the Trustees then in office; or
- (c) 30 Adult Registered Members of Ngāti Hinerangi.

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.

13.5 Special general meeting limited to notified business:

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

13.6 Invalidation:

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

13.7 Deficiency of notice:

Subject to clause 13.5, 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.

13.8 Quorum:

- (a) The quorum required for any annual or special general meeting of the Trust shall be 30 Adult Registered Members of Ngāti Hinerangi present in person, and one or more Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Registered Member of Ngāti Hinerangi he or she is entitled to vote.

- (b) If after one (1) hour of the time appointed for an annual general meeting 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.
- (c) Notice of the re-convened meeting may be:
 - (i) advertised on the Trust's website; or
 - (ii) sent by electronic form to all Adult Registered Members of Ngāti Hinerangi; and
 - (iii) shall contain the information required in clauses 13.3(a)-13.3(c).
- (d) On that later day, the annual general meeting or special general 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 Ngāti Hinerangi present will constitute a quorum.

13.9 Chairing of meetings:

The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. 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.

13.10 Voting:

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of Ngāti Hinerangi present shall have one (1) vote. All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Ngāti Hinerangi who validly cast a vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members to verify their eligibility by a process directed by the chairperson of the meeting. However, except as provided in clauses 2.4, 13.1(e), 13.1(f); 13.2, 23.1, 24 and 25 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 Ngāti Hinerangi Register will be present at any annual or special general meetings.

13.11 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 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.

13.12 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.

13.13 Minutes to be evidence of proceedings:

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

13.14 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.

14. DISCLOSURE OF INTERESTS

14.1 Definition of interested Trustee:

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

- (a) is a party to, or will derive a material financial benefit from, that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trustees or any other member of the Ngāti Hinerangi Group;
- (d) is the parent (either legally or in accordance with tikanga), 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.

14.2 Disclosure of interest to other Trustees:

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

- (b) That disclosure shall be restated by the Trustee at the next trustee meeting.

14.3 Recording of Interest:

A disclosure of interest by a Trustee (and the nature and the extent or monetary value of that interest) shall be recorded in the interest register of the Trust, and when disclosed at the next trustee meeting, in the minute book of the Trust.

15. 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.

16. PROHIBITION OF BENEFIT OR ADVANTAGE

16.1 Recipient not to influence benefits:

In the carrying on of any business by any member of the Ngāti Hinerangi Group under this Deed, 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 in any way (whether directly or indirectly) to determine, or to materially influence:

- (a) the determination of the nature or amount of that benefit, advantage or income; or
- (b) the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

16.2 Professional account and influence:

A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any Subsidiary, be in breach of the terms of clause 16.

17. ADVICE TO TRUSTEES

17.1 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.

17.2 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 Solicitor or Barrister of the High Court of New Zealand 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.

18. LIABILITY OF TRUSTEES

18.1 General Limitation of Liability

A Trustee or former 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 another Trustee for any such breach or alleged breach.

19. INDEMNITY AND INSURANCE

19.1 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 or threatened 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.

19.2 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.

19.3 Indemnity and insurance re specific trusts:

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

19.4 Global insurance for Ngāti Hinerangi Group

Nothing in this Deed shall prohibit the Trustees from entering into indemnities or insurance contracts on the behalf of the Ngāti Hinerangi Group as a whole.

19.5 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.

20. GIFTS OR DONATIONS

20.1 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 Ngāti Hinerangi 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.

20.2 Specific trusts to be separate:

If the Trustees accept a trust for any specific purpose as outlined in clause 20.1 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.

20.3 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.

21. RECEIPTS FOR PAYMENTS

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.

22. CUSTODIAN TRUSTEE

22.1 Power to Appoint

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

- (a) The Trustees shall require the Custodian Trustee to sign this Deed agreeing to be bound by its terms;
- (b) The Trust's Assets may be vested in the Custodian Trustee as if the Custodian Trustee were sole Trustee;

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

22.2 Removal and Replacement

The Trustees may remove and replace any Custodian Trustee appointed pursuant to clause 22.1.

23. AMENDMENTS TO DEED

23.1 Special Resolution required:

Subject to clause 23.2 and clause 23.3, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

23.2 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 Ngāti Hinerangi;
- (b) changes this clause 23.2;
- (c) changes clause 25;
- (d) changes the finally agreed definition of Member of Ngāti Hinerangi, Ngāti Hinerangi Ancestor, Ngāti Hinerangi Area of Interest, or Ngāti Hinerangi Claims after settlement legislation has been passed;
- (e) changes the requirement for a Special Resolution (as defined from time to time) in clause 23.1;
- (f) changes the Trust's objects from being a persons' trust to a purpose trust; or
- (g) changes rule 3 of the Fourth Schedule relating to the voting threshold of 75% of the Adult Registered Members of Ngāti Hinerangi.

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

Notwithstanding any other provision in this Deed to the contrary, this Deed:

- (a) must be amended by the Trustees to make the definition of Member of Ngāti Hinerangi, Ngāti Hinerangi, Ngāti Hinerangi Ancestor, Ngāti Hinerangi Area of Interest or Ngāti Hinerangi Claims the same as that set out in the final Deed of Settlement and the Settlement Legislation; and
- (b) may be amended by the Trustees to make changes to other provisions necessary (if any) for consistency with the Deed of Settlement and the Settlement Legislation.

If the Deed is amended due to operation of this sub-clause a Special Resolution passed in accordance with the Fourth Schedule is not required. For the avoidance of doubt, in the event of any discrepancy in the matters referred to above between:

- (a) the final Deed of Settlement; or
- (b) the Settlement Legislation

the matters as expressed in the Settlement Legislation will prevail.

23.4 Consideration of proposals

Every Adult Registered Member of Ngāti Hinerangi may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this clause 23.4 must be in writing and addressed to the Chairperson at the registered office of the Trust. Any proposal put forward under this clause 23.4 must be considered by the Trustees at their next available meeting. If the proposal for an amendment to the Deed complies with clauses 23.2 and 23.4, the Trustees must call a special general meeting to consider the proposal. If the Trustees do not discard the proposal in accordance with clause 23.5 they may, in their discretion, discuss it at the next annual general meeting.

23.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with clauses 23.2 and 23.4, the Trustees may discard the proposal and the Trustees will not be required to call a special general meeting in accordance with the Fourth Schedule.

24. RESETTLEMENT

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 present and future Members of Ngāti Hinerangi provided that the resettlement is approved by a Special Resolution.

25. TERMINATION OF TRUST BY MEMBERS

25.1 Subject to clause 23.2:

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

26. PERPETUITIES AND VESTING DAY

The Vesting Day for the Trust is the day that is eighty years less one (1) day after the date of this Deed, that date being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly. On the Vesting Day, the Trustees shall hold the remaining capital and income of the Trust's Assets on trust for the Members of Ngāti Hinerangi then living as tenants in common in equal shares.

If the Settlement Act provides that the rule against perpetuities, and the other rules of law regulated by the Perpetuities Act 1964, are not to apply to the Trust, this clause shall not apply.

27. ARCHIVING OF RECORDS

27.1 Records to be held for seven years:

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

27.2 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 Ngāti Hinerangi Group for such period as the Trustees consider necessary.

27.3 Records may be retained for longer:

Notwithstanding clauses 27.1 and 27.2 the Trustees and any of the Subsidiaries within the Ngāti Hinerangi 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.

28. DISPUTE RESOLUTION

28.1 Disputes:

In the event that a dispute arises between:

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

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

28.2 Notice of Dispute:

All disputes referred to the Trustees in accordance with clause 28 shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within ten (10) Business Days of the date of receipt of the notice.

28.3 Reference of Dispute:

If a dispute is not settled within thirty (30) days of the receipt by the Trustees of written notice of the dispute in accordance with clause 28.2 then it shall be referred to a Disputes Committee constituted in accordance with clause 28.4 and 28.5.

28.4 Disputes Committee to be appointed as required:

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute in question, and only after the expiry of the thirty (30) day period referred to in clause 28.3.

28.5 Appointment and composition of Disputes Committee:

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

- (a) One (1) independent (non-Ngāti Hinerangi) member nominated by the President from time to time of the Waikato Bay of Plenty Branch of the New Zealand Law Society or his or her nominee, such member to be a Barrister or Solicitor of the High Court of New Zealand with seven (7) or more years experience, to act as the chair of the Disputes Committee; and
- (b) Two Adult Registered Members of Ngāti Hinerangi 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.

28.6 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.

28.7 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.

28.8 Disputes Committee may convene hui:

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

28.9 Hui to meet notice requirements:

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

28.10 Notification of Outcome:

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

29. REVIEW OF TRUST DEED

29.1 Review of trust deed

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

29.2 Deed review process

In conducting this review the Trustees shall engage and consult with Ngāti Hinerangi in order to seek the views of Ngāti Hinerangi on the terms and operation of this Deed and, in particular, the arrangements relating to the election of Trustees and all other aspects of

the representation of Ngāti Hinerangi by the Trust and shall have regard to the tikanga of Ngāti Hinerangi.

29.3 Review to be independently facilitated

The process of engagement and consultation required by clause 29.2 shall be undertaken by an independent facilitator appointed by the Trustees. The role of independent facilitator shall be to:

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

29.4 Outcome of review

Following the completion of the review and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 29.3, the Trustees shall recommend amendments (if any) to this Deed and seek the approval of those amendments by Special Resolution in accordance with the Fourth Schedule.

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

Name: _____

Occupation: _____

Address: _____

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

Name: _____

Occupation: _____

Address: _____

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

Name: _____

Occupation: _____

Address: _____

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

Name: _____

Occupation: _____

Address: _____

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

Name: _____

Occupation: _____

Address: _____

FIRST SCHEDULE - NGĀTI HINERANGI MEMBERSHIP REGISTER

1. TRUSTEES TO KEEP REGISTER

1.1 Trustees to maintain register:

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

1.2 Register to comply with this Schedule:

The Ngāti Hinerangi Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details:

The Ngāti Hinerangi Register shall record in it the full names, dates of birth, postal addresses and email addresses of Members of Ngāti Hinerangi. It shall also record the name or names of the Marae to which each Member of Ngāti Hinerangi is affiliated, and the name of the Marae of primary affiliation to which each Member of Ngāti Hinerangi is affiliated for the purposes of Trustee elections in accordance with Schedule 2 of this Deed.

2.2 Registration not limited to one Marae

A Member of Ngāti Hinerangi may belong by whakapapa to more than one (1) Marae and may affiliate with each Marae to which the Member claims affiliation. When applying to register as a Member of Ngāti Hinerangi a person must nominate a Marae of primary affiliation to which he or she chooses to affiliate for the purposes of Trustee elections.

2.3 Membership Identification Number:

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

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications:

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

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

- (b) the whakapapa (genealogical connections) through which the applicant claims affiliation to Ngāti Hinerangi;
- (c) the name of the Marae of primary affiliation to which the applicant chooses to register for the purposes of Trustee elections; and
- (d) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngāti Hinerangi and affiliation to a particular Marae.

3.2 Applications to be made by:

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

- (a) Members of Ngāti Hinerangi who are eighteen (18) years of age or older, on their own behalf or by their legal guardian;
- (b) other Members of Ngāti Hinerangi who are under the age of eighteen (18) years, by their parent (either legally or in accordance with tikanga), or legal guardian on their behalf.

4. DECISIONS AS TO MEMBERSHIP

4.1 Membership Validation Committee to be established:

The Trustees shall establish a Membership Validation Committee to make decisions on all applications made pursuant to rule 3.1 of this Schedule for registration as a Member of Ngāti Hinerangi.

4.2 Composition of Membership Validation Committee:

The Membership Validation Committee shall comprise not less than three (3) and not more than five (5) Adult Registered Members of Ngāti Hinerangi appointed by the Trustees from time to time, with the expertise and knowledge of Ngāti Hinerangi whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Hinerangi whakapapa may be appointed to the Membership Validation Committee.

4.3 Consideration of applications:

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

4.4 Decisions to be made on applications:

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

4.5 Successful applicants to be notified and registered:

In the event that the Membership Validation Committee decides that the application should be accepted then such decision shall be notified in writing to the Trustees, who shall in turn notify the applicant and enter the applicant's name and other relevant details (including membership identification number in accordance with rule 2.3 of this Schedule) in the appropriate part of the Ngāti Hinerangi Register.

4.6 Notification to unsuccessful applicants:

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

4.7 Unsuccessful applicant may reapply:

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Membership Validation Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one (1), any previous application) as to the applicant's status as a Member of Ngāti Hinerangi.

4.8 Members may change Marae

Any Member of Ngāti Hinerangi who is registered on the Ngāti Hinerangi Register may, by applying in writing to the Trustees, change the Marae that he or she is for the time being recorded as registered with as his or her Marae of primary affiliation.

4.9 Process to change Marae

Any application to change Marae shall be dealt with by the Trustees in the same manner as applications for membership as set out in this rule 4.

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 Ngāti Hinerangi Register is maintained in a condition that is as up to date, accurate and complete as possible in recording Members of Ngāti Hinerangi.

5.2 Assistance in identifying membership:

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

5.3 Responsibility of Members of Ngāti Hinerangi:

Notwithstanding rule 1.1 of this Schedule it shall be the responsibility of each person who is a Member of Ngāti Hinerangi (or in the case of those persons under 18 years of age, the parent (either legally or in accordance with tikanga) or legal guardian of that person) to ensure that his or her name is included in the Ngāti Hinerangi Register and that his or her full postal and email addresses for the time being are provided and updated. Any Member of Ngāti Hinerangi may choose to terminate their registration of membership of Ngāti Hinerangi, by notifying the Trustees in writing.

5.4 Consequences of registration:

Registration of any person on the Ngāti Hinerangi Register as a Member of Ngāti Hinerangi shall be conclusive evidence of that person's status as a Member of Ngāti Hinerangi and primary affiliation to the Marae under whose name he or she is recorded.

5.5 Register available for inspection

Subject to any policies that may be adopted from time to time by the Trustees for the protection of private information, the Trustees shall ensure that the Ngāti Hinerangi Register is available to be inspected during business hours on any day the Trust's offices are open by all Adult Registered Members of Ngāti Hinerangi whose names appear on the Ngāti Hinerangi Register.

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 Marae

Elections shall be undertaken by way of marae-based representation:

- (a) The Trust shall comprise of eight (8) Trustees, subject to clause 3.1 and rules 4.7 to 4.9, 13, and 15.
- (b) Each Marae listed in the Fifth Schedule to this Deed shall elect two (2) Trustees.
- (c) Each Adult Registered Member of Ngāti Hinerangi who is recorded as affiliated with a Marae as his or her Marae of primary affiliation may cast one (1) vote for a nominee for Trustee for that Marae to which he or she is affiliated.
- (d) No election shall be required for a particular Marae if there is only one nominee for the vacant Trustee position for that Marae, and (subject to that person meeting the eligibility criteria in rules 6.8 and 6.9) the person nominated shall be deemed to have been duly appointed.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Trustee to be registered with Marae

To be eligible to be elected as a Trustee for a particular Marae, a person must:

- (a) as at the closing date for nominations in the relevant election, be recorded in the Ngāti Hinerangi Register as affiliated with the Marae for which the election is being held as their Marae of primary affiliation; and
- (b) be eligible in accordance with rules 6.8 of this Schedule.

3. ELECTION OF TRUSTEES

3.1 Election of Trustees:

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

3.2 Election of Trustees

The Trustees shall be elected as follows:

- (a) One Trustee for each Marae shall be elected in the First Election Year (and every four years thereafter), and one Trustee for each Marae shall be elected in the Second Election Year (and every four years thereafter).
- (b) In respect of the First Election Year, the four (4) elected Trustees shall replace the four (4) Initial Trustees who retire in accordance with rule 4.3(a).
- (c) In respect of the Second Election Year, the four (4) elected Trustees shall replace the remaining Initial Trustees who retire in accordance with rule 4.3(b).
- (d) Elections must be held in accordance with the timing requirements in rule 5, and must be concluded by the time of the annual general meeting of the Trust in that Election Year so that the elected Trustees can take office immediately following that annual general meeting.

For the avoidance of doubt, the fact that Trustees are elected by Marae does not diminish the duty of Trustees to act in the interests of all Members of Ngāti Hinerangi irrespective of their Marae affiliations.

4. TERM OF OFFICE

4.1 Term of office:

Subject to rule 4.2 of this Schedule the Trustees from time to time shall hold office from the conclusion of the annual general meeting of the Trust in the Election Year in which they are elected until the conclusion of the fourth annual general meeting of the Trust in the following Election Year.

4.2 Trustees to face re-election every four years

No trustee shall hold office for longer than four (4) years without facing re-election.

4.3 Retirement and rotation of Initial Trustees:

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

- (a) as at the date of the annual general meeting of the Trust in the First Election Year following the Settlement Date, four (4) of the Initial Trustees shall retire and be replaced by four (4) Trustees elected in that Election Year in accordance with rule 3.2(b) of this Schedule ;
- (b) as at the date of the annual general meeting of the Trust in the Second Election Year following the Settlement Date, the remaining Initial Trustees shall retire and be replaced by four (4) Trustees elected in that Election Year in accordance with rule 3.2(c) of this Schedule;

4.4 Order of retirement of Initial Trustees:

The order of retirement of the Initial Trustees under rule 4.3 of this Schedule shall be determined by agreement amongst the Trustees failing which the determination shall be made by lot.

4.5 Term following retirement of Initial Trustees:

Following the retirement of the Initial Trustees in accordance with rule 4.3 of this Schedule, each Trustee shall hold office until the conclusion of the annual general meeting of the Trust in the fourth Income Year following his or her appointment. However, if because of a review of the election of a Trustee's replacement under rule 13 of this Schedule the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

4.6 Eligibility of sitting Trustees:

Retiring Trustees shall be eligible for re-election.

4.7 Casual vacancies:

Should:

- (a) there be no person elected to replace a Trustee following that Trustee's retirement; or
- (b) any casual vacancy arises prior to the expiry of any Trustee's term of office; and
- (c) the term to run for that vacant position in either rule 4.7(a) or 4.7(b) exceeds six months;

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

In the case of a vacancy, the term of which has six months or less to run until the next election, the Trustees may elect not to fill the vacancy by way of a further election.

4.8 Term of casual vacancy:

In the case of an appointment made pursuant to rule 4.7 of this Schedule the Trustee thereby appointed shall, as the case may be, hold office:

- (a) In the case of a Trustee appointed pursuant to rule 4.7(a) of this Schedule, for the same term as that Trustee would have been appointed had he or she been appointed, immediately following the retirement of the previous Trustee, under rule 4.5 of this Schedule; or
- (b) In the case of a Trustee appointed pursuant to rule 4.7(b) of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

4.9 Temporary Trustee

If the Trustees decide in accordance with rule 4.7 not to hold an election to fill a casual vacancy for a Trustee:

- (a) the Trustees may convene a meeting of the Adult Registered Members primarily affiliated to the relevant Marae with public notice being given in accordance with rule 4.10. The members present at the meeting may resolve to appoint a temporary Trustee by a vote in accordance with clause 13.10 of this Deed provided the proposed Trustee satisfies the eligibility criteria in rules 6.8 and 6.9 of this Schedule.
- (b) In the event that there is more than one (1) nominee, the Adult Registered Members primarily affiliated to the relevant Marae present will conduct a vote and the highest polling candidate will be appointed as a temporary Trustee.
- (c) For the avoidance of doubt, a temporary Trustee must not be appointed if the vacancy to be filled occurs more than six (6) months before the original Trustee's term was due to expire in which case an election to fill the vacancy must be held in accordance with this Schedule.
- (d) A temporary Trustee appointed under this rule 4.9 shall hold office for the balance of the term of office of the Trustee that he or she has replaced and during that time shall have all the powers, duties and responsibilities of an elected Trustee.

4.10 Notice of Consultation Hui

Notice of a meeting of Adult Registered Members primarily affiliated to the relevant Marae pursuant to rule 4.9(a) must be given not less than seven (7) days before the meeting and shall be advertised in any regional newspaper circulating in the regions where the Trustees consider that a significant number of members primarily affiliated to the relevant Marae reside; and may also be:

- (a) advertised on the Trust's website; or
- (b) sent by electronic form to Adult Registered Members who have recorded that Marae as their Marae of primary affiliation.

5. TIMING OF ELECTIONS

The elections for Trustees in any given Election Year must, except in the case of elections to fill casual vacancies under rule 4.7 of this Schedule or to the extent that any review under rule 13 of this Schedule has been sought in respect of an election, be concluded by the time of the annual general meeting of the Trust in that Election Year.

6. MAKING OF NOMINATIONS

6.1 Calling for nominations:

In each Election Year, 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 to be held in that Election Year, and in any event in sufficient time for the election to be concluded in accordance with rule 5 of this Schedule. Such notice shall specify the method of making nominations, the requirements in rule 2.1 and the eligibility criteria in rules 6.8 and 6.9 of this Schedule and the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs.

6.2 Timing for nominations:

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

6.3 Form of notice:

All notices given under this rule shall be given by:

- (a) post or electronic form to all Adult Registered Members of Ngāti Hinerangi at the last address shown for such Adult Registered Member of Ngāti Hinerangi on the Ngāti Hinerangi Register and to any other Member of Ngāti Hinerangi 18 years of age or over who has made a written request for a notice. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address; and
- (b) inserting an advertisement on at least two (2) separate days in appropriate regional newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Hinerangi reside; and
- (c) such other means (if any) as the Trustees may determine.

6.4 Inclusion of invitation to register:

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngāti Hinerangi 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.

6.5 Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than two (2) Adult Registered Members shown on the Ngāti Hinerangi Register as being entitled to vote in respect of the election of that candidate.

6.6 Consent of nominee:

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

6.7 Re-advertisement and extension in the event of no nomination

In the event that no nominations are received for a vacancy, the Trust will re-advertise the position in accordance with clauses 6.2 and 6.3 of this Deed for a further period of twenty-one (21) days.

6.8 Eligibility for nomination:

Notwithstanding the foregoing rules of this Schedule, an Adult Registered Member of Ngāti Hinerangi shall not be eligible for nomination as a candidate for election as a Trustee if he or she:

- (a) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- (b) has been convicted of any offence punishable by a term of imprisonment of three (3) or more years (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- (c) is bankrupt or has made any composition or arrangement with his or her creditors; or
- (d) is physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee; or
- (e) is placed under statutory management (including, but not limited to, becoming a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made);
- (f) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992; or
- (g) is or becomes a person in respect of whom an order has been made under section 383 of the Companies Act 1993.

For the avoidance of doubt, a person whose nomination is rejected by the Trustees on the grounds set out in paragraph (d) retains the right to challenge that decision in the High Court by presenting evidence from a medical professional of his or her physical or mental capacity.

6.9 Eligibility subject to consent to a criminal record check

Notwithstanding the foregoing rules of this Schedule, an Adult Registered Member of Ngāti Hinerangi shall not be eligible for nomination as a candidate for election as a Trustee unless he or she consents (at the time of his or her nomination) to the Trust undertaking a criminal record check by requesting a criminal convictions history from the Ministry of Justice.

7. HOLDING OF ELECTIONS

7.1 Mode of Voting at Elections:

Subject to rule 7.4 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. Subject to rule 7.2, 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.

For the avoidance of doubt, clause 14.11 of this Deed (which relates solely to voting on resolutions) does not apply to voting at elections for trustees.

7.2 Election of Trustees subject to criminal record check

- (a) Criminal record checks will be conducted for all candidates who receive the highest number of votes for the respective vacant Trustee positions in any given Election Year, prior to being elected as Trustees under rule 7.1.
- (b) In the event that a successful candidate under rule 7.1 is found to have a criminal record which discloses a conviction of an offence described in 6.8(a) or 6.8(b) above, or if the candidate withdraws their consent (at any time) to the Trust undertaking a criminal record check, that candidate will no longer be eligible to be elected as a Trustee.
- (c) In the event of (b), the candidate with the second highest number of votes validly cast for that Marae will be elected as a Trustee (subject to that candidate also consenting to (and not withdrawing their consent to) the Trust undertaking a criminal record check, and that candidate not being found to have a conviction for an offence described in 6.8(a) or 6.8(b) above).

7.3 No elections where nominees equal vacancies:

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

7.4 Adult Members to vote in elections:

Each Adult Member of Ngāti Hinerangi is eligible to vote in an election for a Trustee, provided that:

- (a) each such Adult Member of Ngāti Hinerangi will only be eligible to cast one vote for his or her preferred Trustee for their Marae of primary affiliation; and
- (b) each such Adult Member of Ngāti Hinerangi must, at the latest date for making and lodging nominations be recorded in the Ngāti Hinerangi Register as an Adult Registered Member of Ngāti Hinerangi affiliated with the Marae for which the election is being held as their Marae of primary affiliation.

8. NOTICE OF ELECTIONS

8.1 Notice to be given:

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

8.2 Period of notice:

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

8.3 Method of giving notice:

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

- (a) post or electronic form to all Adult Registered Members of Ngāti Hinerangi at the last address shown for such Adult Registered Member of Ngāti Hinerangi on the Ngāti Hinerangi Register and to any other Member of Ngāti Hinerangi 18 years of age or over who has made a written request for a notice. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address; and
- (b) inserting a advertisement on at least two (2) separate days in appropriate regional newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Hinerangi reside.

In addition to the means described at (a) and (b) above, notice may also given by such other means (if any) as the Trustees may determine.

8.4 General content of notices:

Every notice given in accordance with rule 8.3(a) and 8.3(b) 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 7.1 of this Schedule.

8.5 Additional content of notice:

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

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

9. POSTAL VOTING

9.1 Other details to accompany vote:

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

9.2 Timing of postal votes:

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

10. APPOINTMENT OF CHIEF RETURNING OFFICER

10.1 Appointment of Chief Returning Officer:

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

10.2 Chief Returning Officer to receive voting forms:

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

10.3 Only one vote to be cast:

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Ngāti Hinerangi for each position that he or she is entitled to cast a vote for under rule 7.4 of this Schedule.

10.4 Recording of votes:

A record shall be kept by the Chief Returning Officer of all votes received and the Marae to which the votes relate.

11. COUNTING OF VOTES

11.1 All votes to be counted:

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

11.2 Certification and notifying election result:

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Trustees. Subject to rule 7.2 of this Schedule, 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.

12. RETENTION OF ELECTION RECORDS

12.1 Compiling and sealing voting records:

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

12.2 Retention and disposal of packets:

Subject to rule 14.1(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. In exercising their duty under this clause, the Trustees may deposit, or direct the Chief Returning Officer to deposit, the packet with a third party.

13. REVIEW OF ELECTION RESULTS

13.1 Candidates may seek review:

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

13.2 Appointment of Electoral Review Officer:

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

13.3 Electoral Review Officer to conduct reviews:

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

13.4 Form of request for review:

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

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

13.5 Service of application on other candidates:

The application for review and any accompanying evidence shall also be served by the candidate referred to in rule 13.1 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.

13.6 Costs:

Upon making an application for review the applicant shall also lodge with the Trustees the sum of \$1000.00 towards 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 \$1000.00 shall be refunded to the applicant, otherwise it shall be used to off-set the costs of the review. In the event that the total costs of the review are less than \$1000.00, any amount remaining after the payment of the total costs of the review (whether successful or unsuccessful) will be returned to the applicant.

14. CONDUCT OF REVIEW

14.1 Notification of Electoral Review Officer:

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

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

14.2 Electoral Review Officer to exercise wide powers:

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

14.3 Electoral Review Officer to be guided by substantial merits:

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

14.4 Certification of result of review:

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

14.5 Decision to be final:

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

15. TERMINATION OF OFFICE OF TRUSTEES

15.1 Termination of office of Trustees:

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

- (a) retires from office by giving written notice to the Trustees or dies;
- (b) completes his or her term of office and is not reappointed;
- (c) refuses to act;
- (d) is absent without leave from three (3) consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (e) is convicted of any offence punishable by a term of imprisonment of three (3) or more years, or is or becomes a person convicted of a crime involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993;
- (f) is bankrupt or makes any composition or arrangement with his or her creditors;
- (g) is or becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (h) is placed under statutory management (including, but not limited to, becoming a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made);

- (i) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992; or
- (j) is or becomes a person in respect of whom an order has been made under section 383 of the Companies Act 1993.

For the avoidance of doubt, a Trustee who is given notice that they have ceased to be a Trustee on the grounds set out in paragraph (g) retains the right to challenge that notice in the High Court by presenting evidence from a medical professional of his or her physical or mental capacity.

16. RECORD OF CHANGES OF TRUSTEES

16.1 Record of changes of Trustees:

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

THIRD SCHEDULE - PROCEEDINGS OF TRUSTEE MEETINGS

1. TRUSTEES TO REGULATE MEETINGS

The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any three (3) Trustees may at any time by notice in writing to the Trustees summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting.

2. NOTICE OF MEETING

2.1 Notice to Trustees:

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least seven (7) days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any 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.

2.2 Content of notice:

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

2.3 Waiver of notice:

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

2.4 Meeting limited to notified business:

No business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting. However, this restriction can be waived if the Trustees agree unanimously to do so.

2.5 Deficiency of notice:

Subject to rule 2.4 of this Schedule, no deficiency in the giving of notice for any meeting of Trustees shall otherwise invalidate such meeting or the proceedings at such meeting.

3. QUORUM

More than 50% of Trustees then in office shall constitute a quorum at meetings of the Trustees. If, after one (1) half-hour of the time appointed for a meeting of the Trustees a quorum is not present, the meeting will stand adjourned to be reconvened in accordance with rule 1 of this Schedule.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint:

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

4.2 Voting on appointment:

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

4.3 Termination of office:

The Chairperson (or Deputy Chairperson) will cease to hold office after an election of Trustees, in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by the Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further appointment in accordance with rule 4.1 of this Schedule shall be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote:

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

5.2 Chairperson:

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

5.3 Vacancies:

The Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for:

- (a) 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
- (b) any other administrative purposes, and for no other purpose.

5.4 Defects of appointment:

All acts done by any meeting of the Trustees or of any committee appointed under rule 6.1 of this Schedule shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that he or she was disqualified, be valid as if every such person had been duly appointed and was qualified to act.

5.5 Unruly meetings:

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

6. APPOINTMENT OF COMMITTEES BY TRUSTEES

6.1 Trustees may appoint committees:

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for conducting any business transactions or functions, or 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 6.2 and 6.3 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.

6.2 Committees to report to Trustees:

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

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

6.3 Regulation of procedure by committees:

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

7. WRITTEN RESOLUTIONS

- 7.1** A written resolution signed by all the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one (1) or more of the Trustees.

8. MINUTES

8.1 Minutes to be kept:

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

8.2 Minutes to be evidence of proceedings:

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

8.3 Minutes to be evidence of proper conduct:

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

9. TELECONFERENCE MEETINGS

- 9.1** 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

A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 2.5; 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 27;

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

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, by post, by electronic means, or by any combination of the above.

3. VOTING

In order for a Special Resolution to be passed it must receive the approval of not less than seventy-five percent (75%) of those Adult Registered Members of Ngāti Hinerangi.

4. SPECIAL GENERAL MEETING REQUIRED

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 twenty-one (21) days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the special general meeting shall be given in the same notice).

5.2 Method of giving notice:

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

- (a) post or electronic form to all Adult Registered Members of Ngāti Hinerangi at the last address shown for each such Adult Registered Member of Ngāti Hinerangi on the Ngāti Hinerangi 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 advertisement on at least two (2) separate days in appropriate regional newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Hinerangi 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 8.2 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 those Adult Members of Ngāti Hinerangi recorded in the Ngāti Hinerangi Register as an Adult Registered Member of Ngāti Hinerangi on the closing day for voting.

7.5 Only one vote to be cast:

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member of Ngāti Hinerangi.

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.

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

9.1 Except as otherwise set out in this Schedule, the provisions of clause 13 of this 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 - MARAE OF NGĀTI HINERANGI

The following are, for the purposes of this Trust Deed and in no particular order, the Marae of Ngāti Hinerangi:

- (a) Hinerangi Tāwhaki;
- (b) Te Ōhākī;
- (c) Tangata; and
- (d) Tamapango.

SIXTH SCHEDULE - RATIFICATION BOOKLET

(to be included)