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**DEED OF TRUST  
OF  
THE RANGITĀNE TŪ MAI RĀ TRUST**

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## RANGITĀNE TO MAI RA TRUST DEED

Executed as a deed on the \_\_\_\_\_ day of \_\_\_\_\_

### BACKGROUND

- A. The Rangitāne Tu Mai Ra Trust is the post settlement governance entity representing iwi members of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-a-Rua. The Rangitāne Tu Mai Ra Trust has been established to receive and manage the settlement assets negotiated by the Rangitāne Settlement Negotiations Trust for and on behalf of all iwi members of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-a-Rua. The Rangitāne Tu Mai Ra Trust is directly accountable to the Members of Rangitāne as beneficiaries of the settlement assets.
- B. In order to enter into direct negotiations with the Crown, both ROW and ROTNAR agreed to work together to form the Rangitāne Settlement Negotiations Trust for the sole purpose of the negotiation and settlement of the Rangitāne Claims. The Rangitāne Settlement Negotiations Trust is accountable to both ROW and ROTNAR, and ultimately to the iwi. There was a clear direction from the Runanga, and the iwi, that the Runanga would remain relevant in the post settlement phase and would, in some way, have a working relationship with the Rangitāne Tu Mai Ra Trust.
- C. The Rangitāne Settlement Negotiations Trust engaged with ROW and ROTNAR, and Members of Rangitāne, on key issues relating to the establishment of the Rangitāne Tu Mai Ra Trust. As part of this engagement, a Working Party was established with representatives of the Runanga and the Rangitāne Settlement Negotiations Trust. One of the key issues addressed as part of the engagement with the Riinanga and the iwi was the overall post settlement governance structure. In consultation with the Rangitāne Riinanga and the iwi, four key principles were put in place to guide the development of the Rangitāne Tu Mai Ra Trust and the overall structure. These principles are as follows:
- (a) **Kotahitanga** - To develop a post settlement governance model that embraces kotahitanga, so that overtime the people of Rangitāne o Tamaki Nui-a-Rua and Rangitāne o Wairarapa work as one.
  - (b) **Mana Motuhake** - Although kotahitanga is sought, it is acknowledged that there are situations when it is appropriate to respect the ongoing mana and autonomy of Rangitāne o Tamaki Nui-a-Rua and Rangitāne o Wairarapa and their beneficiaries. This may include social, cultural and commercial matters.
  - (c) **Te Mana Tika** - To ensure that the post settlement governance model promotes getting the best governors and managers to achieve iwi aspirations.
  - (d) **Rangitāne Rangatiratanga** - To develop a PSGE model that enhances the identity of Rangitāne as an iwi in Tamaki Nui-a-Rua and Wairarapa.
- D. These principles were endorsed by the Rangitāne Runanga at a meeting on 11 July 2013 and by the iwi on 20 July 2013.
- E. The details of this Trust Deed have been shaped and developed in accordance with the above principles.
- F. This Trust Deed has been ratified by Members of Rangitāne via a formal ratification process approved by the Crown prior to its signing.

## 1.0 DEFINITIONS AND INTERPRETATIONS

### 1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

- (a) **"Adult Member of Rangitāne"** means a Member of Rangitāne who is 18 years of age or over;
- (b) **"Adult Registered Member of Rangitāne"** means a Member identified on the Rangitāne Register as being 18 years of age or over;
- (c) **"Agreement in Principle"** means the document agreed between the Crown and the Rangitāne Settlement Negotiations Trust which sets out the redress to be transferred to Rangitāne, including any Letter of Commitment from the Crown, or similar;
- (d) **"Annual Plan"** means the annual plan of the Trust which is prepared in accordance with clause 9.1;
- (e) **"Annual Report"** means the annual report of the Rangitāne Group which is prepared by the Trustees in accordance with clause 10.1;
- (f) **"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;
- (g) **"Chairperson"** means the chairperson of the Trust appointed from time to time by the Trustees in accordance with clause 4.0 of the Third Schedule;
- (h) **"Chief Returning Officer"** means (as the context requires):
  - (i) the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with clause 10.0 of the Second Schedule; or
  - (ii) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with clause 7.1 of the Fourth Schedule;
- (i) **"Consolidated Financial Statements"** means the consolidated financial statements of the Rangitāne Group prepared by the Trustees in accordance with clause 10.1;
- (j) **"Custodian Trustee"** means the custodian trustee that may be appointed or incorporated in accordance with clause 25.1;
- (k) **"Customary Rights"** means rights according to tikanga Maori (Maori customary values and practices) including:
  - (i) rights to occupy land; and
  - (ii) rights in relation to the use of:
    - (A) land; and/ or
    - (B) natural or physical resources;
- (l) **"Deed of On Account Settlement"** means any deed entered into between Rangitāne and the Crown recording the on-account settlement of any part of the Rangitāne Claims or provision of redress for that purpose;
- (m) **"Deed of Settlement"** means the deed that will be entered into between Rangitāne and the Crown recording the settlement of the Rangitāne Claims;
- (n) **"Deputy Chairperson"** means the deputy chairperson from time to time of the Trust if one is

appointed in accordance with clause 4.0 of the Third Schedule;

- (o) A person is "**descended**" from another person if the first person is descended from the other by:
  - (i) birth; or
  - (ii) legal adoption; or
  - (iii) Maori customary adoption in accordance with the tikanga (Maori customary values and practices) of Rangitāne;
- (p) "**Disputes Committee**" means a committee formed in accordance with clauses 31.6 and 31.7;
- (q) "**Electoral Review Officer**" means the person appointed to act as electoral review officer in accordance with clause 13.2 of the Second Schedule;
- (r) "**Existing RCnanga Agreement**" means the agreement entered into between the Trust and the ROnanga in accordance with clause 6.0;
- (s) "**First Elected Trustees**" means those persons elected as Trustees under the first election held pursuant to clause 9.0 of the Fifth Schedule;
- (t) "**Five Year Plan**" means the five-year plan of the Trust prepared in accordance with clause 9.2;
- (u) "**General Manager**" means the person appointed in accordance with clause 4.1;
- (v) "**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;
- (w) "**Initial Trustees**" means the Trustees identified in clause 3.1;
- (x) "**Kotahitanga Plan**" means the plan of the Trust prepared in accordance with clause 9.4.
- (y) "**Major Transaction**" in relation to any entity in the Rangitāne Group means:
  - (i) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that entity the value of which is more than half the value of the Trust's Assets before the acquisition; or
  - (ii) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that entity the value of which is more than half the value of the Trust's Assets before disposition; or
  - (iii) a transaction that has or is likely to have the effect of that entity 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:

- (iv) 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 entity in the Rangitāne Group); or
- (v) any acquisition or disposition of Property by an entity in the Rangitāne Group from or to any other wholly-owned entity in the Rangitāne Group; or
- (vi) any acquisition of Property by the Trust arising from the Agreement in Principle, any Deed of On Account Settlement or the Deed of Settlement.

Nothing in paragraph (iii) of this definition applies by reason only of that entity giving, or entering into an agreement to give, a charge secured over assets of the entity, 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 (i) to (iii) of this definition, the value of the Trust's Assets shall be calculated based on the value of the assets of the Rangitāne Group;

- (z) **"Member of Rangitāne"** means an individual referred to in clauses 1.1(dd) and 1.1(tt);
- (aa) **"Membership Validation Committee"** means the committee appointed in accordance with clause 4.0 of the First Schedule;
- (bb) **"Property"** means all property (whether real or personal) and includes choses in action, rights, interests and money;
- (cc) **"Provisional Vote"** means a vote cast pursuant to clause 10.4 of the Second Schedule or clause 8.3 of the Fourth Schedule, as the case may be;
- (dd) **"Rangitāne"** means:
  - (i) the collective group comprised of persons who descend from a Rangitāne Ancestor;  
and
  - (ii) every whanau, hapū or group to the extent that it is composed of persons referred to in paragraph (i) of this definition, including the following hapū:
    - (A) Ngati Hamua;
    - (B) Ngai Tamahau;
    - (C) Ngati Te Raetea;
    - (D) Hineteaorangī;
    - (E) Ngati Matangiuru;
    - (F) Ngati Te Hina;
    - (G) Ngati Te Whatui;
    - (H) Ngati Te Noti;
    - (I) Ngati Tangatakau;
    - (J) Ngati Taimahu;
    - (K) Ngai Tokoko;
    - (L) Ngati Te Atawha;
    - (M) Ngati Te Whakamana;
    - (N) Ngati Meroiti;
    - (O) Ngati Hinetauirā;
    - (P) Ngati Tauiao;
    - (Q) Ngati Moe;

- (R) Ngati Te Rangiwhaka-ewa;
  - (S) Ngati Mutuahi;
  - (T) Ngati Pakapaka;
  - (U) Ngati Parakiore;
  - (V) Te Kapuarangi;
  - (W) Ngati Ruatotara;
  - (X) Ngati Rangitotohu;
  - (Y) Ngati Te Koro o Nga Whenua;
  - (Z) Ngati Matetapu;
  - (AA) Ngati Whakawehi;
  - (BB) Ngai Tahu; and
- (iii) Te Hika o Papauma as defined at clause 1.1(tt); and
  - (iv) Every individual referred to in paragraph (i) of this definition.
- (ee) "**Rangitāne Ancestor**" means an individual who exercised Customary Rights, predominantly in relation to the Rangitāne Area of Interest at any time after 6 February 1840, by virtue of being descended from:
- (i) Rangitāne; or
  - (ii) a recognised ancestor of any of the groups referred to in clause (ii) of the definition of Rangitāne above at clause 1.1(dd);
- (ff) "**Rangitāne Area of Interest**" means the Area of Interest of Rangitan as identified and defined in the Deed of Settlement;
- (gg) "**Rangitāne Claims**" means Rangitāne historical claims against the Crown in respect of the Crown's breaches of its obligations to Rangitāne under the Treaty of Waitangi/Te Tiriti o Waitangi as identified in the Deed of Settlement;
- (hh) "**Rangitāne Group**" means the Trust and its Subsidiaries (if any);
- (ii) "**Rangitāne Register**" means the register of Members of Rangitāne that is to be maintained by the Trustees in accordance with the First Schedule to this Trust Deed;
- (jj) "**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;
- (kk) "**Related Person**" has the same meaning as provided in the Income Tax Act 2007;
- (ll) "**ROTNAR**" means Rangitāne o Tamaki Nui-a-Rua Incorporated, incorporated by the Registrar of Incorporated Societies on 24 November 1989 and under incorporation number 451769;
- (mm) "**ROW**" means Rangitāne o Wairarapa Incorporated, incorporated by the Registrar of Incorporated Societies on 27 November 1989 and under incorporation number 450918;
- (nn) "**RCnanga**" means ROTNAR and ROW jointly;

- (oo) "**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;
- (pp) "**Settlement Date**" means the date defined as the Settlement Date in the Deed of Settlement and Settlement Act;
- (qq) "**Special Resolution**" means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members of Rangitāne who validly cast a vote in accordance with the process set out in the Fourth Schedule;
- (rr) "**Statements of Intent**" means the statements of intent prepared by a Subsidiary in accordance with clause 11.1;
- (ss) "**Subsidiary**" means an entity or trust that is wholly owned or controlled directly by the Trust;
- (tt) "**Te Hika o Papauma**" means:
  - (i) The collective group comprised of individuals who descend from the ancestor Papauma, who is the eponymous ancestor of Te Hika o Papauma; and
  - (ii) Every whanau or group to the extent that it is composed of persons referred to in paragraph (i) of this definition; and
  - (iii) Every individual referred to in paragraph (i) of this definition.

For the purposes of clarity, there are strong whakapapa connections between Rangitāne and Te Hika o Papauma and, together with intermarriage and geographic proximity to each other, a special relationship has developed that remains in place today.

- (uu) "**Trust**" means the trust created by this Trust Deed which is to be called the Rangitāne TO Mai Ra Trust;
- (vv) "**Trust's Assets**" means the trust fund of the Trust and includes all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees;
- (ww) "**Trust Deed**" means this deed of trust and includes the background and the schedules to this deed;
- (xx) "**Trust Office**" means the physical offices of the Trust as fixed by the Chairperson from time to time;
- (yy) "**Trust's Purposes**" means the objects and purposes set out in clause 2.4;
- (zz) "**Trust Period**" means the period from the date of this Trust Deed until the Vesting Day;
- (aaa) "**Trustees**" means the trustees who sign this Trust Deed and those persons appointed from time to time in accordance with clause 3.1 and the Second Schedule of this Trust Deed to represent Rangitāne and to act as the trustees for the time being of the Trust and "Trustee" means any one (1) of those persons;
- (bbb) "**Vesting Day**" has the meaning set out in clause 29.0;
- (ccc) "**Working Day**" means:
  - (i) Any day other than Saturday, Sunday, Wellington Anniversary Day, Hawke's Bay Anniversary Day and any Public Holiday as defined in the Holidays Act 2003; and
  - (ii) Any day other than any day in the period commencing with the 24<sup>th</sup> day of December in any year, and ending with the 12<sup>th</sup> day of January in the following year.

A working day commences at 9.00am and terminates at 5.00pm;

## **1.2 Interpretation**

In this Trust Deed, unless the context otherwise requires:

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

## **2.0 CONSTITUTION, STATUS AND OBJECT OF THE TRUST**

### **2.1 Trust Established**

The Trustees acknowledge that they hold the Trust's Assets upon trust and with the powers set out in this Trust Deed. The Trustees further acknowledge that the trust hereby created shall be known as the Rangitāne TO Mai Ra Trust.

### **2.2 Trust Administration**

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

### **2.3 Powers of Trust**

The Trustees, acting on behalf of the Trust, continue to have all the powers of a natural person with the intention that they will have full power to do all such things that they consider necessary in their sole discretion to perform or otherwise carry out the Trust's Purpose, including but without limitation the following powers:

- (a) to receive, hold or to make any disposition of, any real property, including any interest of any type in real property;
- (b) to receive, hold or to make any disposition of, any personal property, including any interest of any type in personal property;
- (c) to receive, hold or grant any security, in relation to all, or any part of, the Property;



- (d) to contract, to grant a release, to grant a power of attorney, to appoint an agent, a receiver, or a stakeholder, to settle property on, or declare, a trust;
- (e) to borrow or to lend money; and
- (f) to undertake commercial activities to support the object and purpose of the Trust.

## **2.4 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 Rangitāne in accordance with this Trust Deed, including without limitation:

- (a) preserving and enhancing the mana, honour and integrity of Rangitāne;
- (b) revitalising, preserving and maintaining of Rangitāne reo, tikanga and kawa for future generations;
- (c) promoting the identity, educational, spiritual, economic, social and cultural advancement or wellbeing of Rangitāne;
- (d) promoting the health and wellbeing generally, including of rangatahi, the aged or those suffering from mental or physical sickness or disability of Rangitāne;
- (e) providing for the ongoing maintenance and establishment of places of cultural or spiritual significance to Rangitāne;
- (f) preserving, enhancing and maintaining the natural environment of Rangitāne.

## **2.5 Restriction on Major Transactions**

Notwithstanding clause 2.3, the Trustees and any entity which is part of the Rangitāne Group must not enter into a Major Transaction, unless that Major Transaction:

- (a) is approved by way of Special Resolution; or
- (b) is contingent upon approval by way of Special Resolution.

## **3.0 APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES**

### **3.1 Initial Trustees**

The initial five Trustees, notwithstanding the requirement in clause 2.1 of the Second Schedule, will be:

- (a) Jason Reuben Kerehi;
- (b) John Gilbert Sproat;
- (c) Mavis Raylene Makuini Mullins;
- (d) Richard Te Hurinui Jones; and
- (e) Steven Mark Chrisp.

The Fifth Schedule sets out specific rules that apply to the Initial Trustees.

### **3.2 Appointment in accordance with Second Schedule**

Subject to clause 3.1 the Trustees will be appointed to office in accordance with the clauses set out in the Second Schedule.

### **3.3 Extent of Trustees' discretion to manage Trust affairs**

Subject to any requirements imposed by this Trust Deed, the Deed of Settlement, the Settlement Act and in accordance with the 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 the Trust Deed the proceedings and other affairs of the Trustees shall be conducted in accordance with the clauses set out in the Third Schedule.

### **3.5 Trustees Remuneration**

Trustees' remuneration must:

- (a) be authorised by a resolution of Adult Registered Members of Rangitāne in accordance with clause 14.2. In recommending trustee remuneration levels the Trustees must first seek professional advice in that regard; but
- (b) 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 which they must seek.

### **3.6 Trustee Expenses**

Trustees will be entitled to be reimbursed for reasonable verifiable out-of-pocket expenses reasonably incurred in relation to their acting as Trustees.

## **4.0 GENERAL MANAGER AND OTHER EMPLOYEES**

### **4.1 Trustees may appoint General Manager**

The Trustees may (on such terms as the Trustees determine) appoint a General Manager 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 Trust Deed.

### **4.2 Delegations to General Manager**

The Trustees shall ensure that any General Manager is appointed on terms which require that the General Manager will be responsible for the employment of all other employees of the Trust and will 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 General Manager nor be an employee of, or a contractor to, any entity or trust in the Rangitāne Group.

## **5.0 TRUSTEES MAY ESTABLISH SUBSIDIARIES**

### **5.1 Establishment of Subsidiaries**

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of Rangitāne, 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 Rangitāne. 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 Purposes.

### **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 Trust Deed, all entities or trusts within the Rangitāne Group shall be governed by their respective boards or other responsible bodies and the role of the Trustees in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders or (as applicable) appointor and 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.

## **6.0 RELATIONSHIP WITH THE RUNANGA**

**6.1** It is envisaged that the Trustees may, no later than 9 months following the Settlement Date, enter into an agreement with ROTNAR and ROW to clearly define the relationship of ROTNAR and ROW with the Trust (Existing ROnanga Agreement). The key purpose of the Existing ROnanga Agreement will be to enable ROTNAR and ROW to assist the Trust with its social and cultural objectives in the post settlement phase.

**6.2** The Trustees may enter into an Existing ROnanga Agreement with ROTNAR and ROW on such terms as the Trustees see fit, provided those entities:

- (a) prepare Plans and Statements of Intent which meet the requirements of clause 11.1;
- (b) agree to and continue to comply with the Kotahitanga Plan;
- (c) continue to hold charitable tax status under section 19 of the Charities Act 2005;
- (d) agree to sign the Existing ROnanga Agreement on such terms as determined by the Trustees;  
and
- (e) meet any other criteria as determined by the Trustees acting reasonably.

- 6.3** The Trustees must review the Existing ROnanga Agreement annually.
- 6.4** The Trustees retain the discretion to enter into Existing ROnanga Agreement:
- (a) notwithstanding the provisions of this clause, the Trustees are under no obligation to enter into an agreement with ROTNAR and/or ROW. The decision to enter into an agreement with either of ROTNAR or ROW is at the sole discretion of the Trustees;
  - (b) before making a decision to enter into an agreement with ROTNAR and/or ROW, the Trustees must complete a comprehensive due diligence review of both of those entities to determine whether either or both of those entities will have a role in furthering the objects of the Trust following the Settlement Date; and/or
  - (c) to provide certainty for ROTNAR and ROW, the Trustees must decide whether or not to enter into an agreement with ROTNAR and/or ROW within nine (9) months following the Settlement Date.

## **7.0 APPOINTMENT OF DIRECTORS AND TRUSTEES**

### **7.1 Appointment and removal of directors and trustees**

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

### **7.2 Trustees as directors and trustees of Subsidiaries**

No more than 40% of the Trustees then in office may be appointed as directors or trustees of any individual Subsidiary.

### **7.3 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.

## **8.0 APPLICATION OF INCOME AND CAPITAL**

### **8.1 Trustees may apply income and capital**

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

- (a) 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 Rangitāne;
- (b) use or apply any capital of the Trust's Assets to, or for the benefit of, Members of Rangitāne for the Trust's Purpose 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.

### **8.2 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.

### **8.3 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 any 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 Rangitāne.

### **8.4 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 8.0 during, or within, the six (6) months from the end of that Income Year shall be accumulated. Any income so accumulated shall be added to and form part of the capital of the Trust's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust's Assets.

## **9.0 PLANS**

### **9.1 Trustees to prepare Annual Plan**

In addition to the requirement in clause 9.4, the Trustees must prepare no later than one (1) month before the commencement of each Income Year following the Settlement Date an Annual Plan which specifies, in respect of that Income Year, information including:

- (a) the strategic vision of the Trust for the Rangitāne Group, consistent with the longer term vision of the Rangitāne Group as identified in the Five Year Plan;
- (b) the nature and scope of the activities proposed by the Trustees for the Rangitāne 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 Rangitāne 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 Rangitāne; and
- (g) any other information as the Trustees consider necessary or appropriate in their absolute discretion.

### **9.2 Initial Trustees to prepare Initial Plan**

Notwithstanding the provisions of clauses 9.1 and 9.3, the Initial Trustees must, no later than two (2) months following the date of signing this Trust Deed, prepare an initial plan in respect of the period from appointment to the Settlement Date which specifies the following information:

- (a) the performance targets and measurements by which performance of the Rangitāne Group may be judged;
- (b) the manner in which it is proposed that projected income will be dealt with;

- (c) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Rangitāne; and
- (d) any other information as the Initial Trustees consider necessary or appropriate in their absolute discretion.

### **9.3 Trustees to prepare Five Year Plan**

The Trustees will produce a Five Year Plan prior to the Settlement Date. This Five Year Plan will set out the longer term vision of the Trustees in respect of the matters referred to in clause 9.1(a) to 9.1(g) and will include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Assets. The Five Year Plan will be updated not less than every two (2) years.

### **9.4 Trustees to prepare Kotahitanga Plan**

In addition to the requirements in clauses 9.1, 9.2 and 9.3, the Trustees will also produce a Kotahitanga Plan prior to the Settlement Date. The Kotahitanga Plan will set out the objectives of the Trust in respect of the hapO represented by the ROnanga to further the overall objectives contained in the Annual Plan and the Five Year Plan.

## **10.0 ANNUAL REPORTS, ACCOUNTS AND AUDITOR**

### **10.1 Preparation of annual report**

The Trustees must, within five (5) months after the end of each Income Year, and no later than 20 Working Days prior to an annual general meeting, cause an annual report to be prepared regarding the affairs of the Rangitāne Group. The annual report must:

- (a) comply with any financial reporting requirements current at the time;
- (b) cover the accounting period ending at the end of that Income Year which includes a comparison of performance against the Annual Plan;
- (c) include consolidated financial statements including a balance sheet, income and expenditure statement, and notes to those documents so as to give a true and fair view of the financial affairs of the Rangitāne Group; and
- (d) include details of all remuneration to any Trustee and details of any premiums paid in respect of Trustees' indemnity insurance as a separate item.

### **10.2 Audit of financial statements**

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

### **10.3 Appointment of auditor**

Subject to clause 14.2(b), 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.

## **11.0 SUBSIDIARIES TO PREPARE PLANS AND REPORTS**

### **11.1 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).

#### **11.2 Trustee approval required**

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

#### **11.3 Reports to comply with Companies Act 1993**

The Trustees shall procure that all annual reports of 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; and
- (c) the auditor's report of the financial statements (or group financial statements) of the company for that Income Year.

#### **11.4 Subsidiaries to meet Companies Act standard**

All reports of any Subsidiary that is a trust or incorporated society shall be provided to the same standard, including as to form and content, as is required under clause 11.3 as if the Subsidiary was a company.

#### **11.5 Report to include comparison against plans**

In addition to the matters set out in clauses 11.3 and 11.4, the Trustees shall procure that all reports by any Subsidiary include a comparison of its performance against both its respective annual plans for that Income Year and its medium and longer term planning objectives (as set out in the Five Year Plan and

Statement of Intent).

## **11.6 Protection of information**

For the avoidance of doubt, nothing in this clause 11.0 limits or affects the rights of the Trustees, as shareholders in any Subsidiary that is a company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Subsidiary.

## **12.0 DISCLOSURE OF PLANS, REPORTS AND MINUTES**

### **12.1 Documents to be available for inspection**

The Trustees will hold and make available for inspection by any Member of Rangitāne during normal business hours on any Working Day:

- (a) the Annual Report for each of the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;
- (d) the Kotahitanga Plan;
- (e) the Five Year Plan;
- (f) the Statements of Intent;
- (g) the minute book kept in accordance with clause 14.14 of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (h) the personal details of that Member of Rangitāne;
- (i) the current Trust Deed;
- (j) the current constitution or trust deed of any Subsidiary; and
- (k) the Existing ROnanga Agreement (if applicable).

### **12.2 Costs of copying**

Any Member of Rangitāne will be entitled to obtain copies of the information referred to in clause 12.1. The Trustees will however be entitled to recover (in their discretion) all reasonable copying and/or postage costs incurred (if any).

## **13.0 NO DISCLOSURE OF SENSITIVE INFORMATION**

**13.1** For the avoidance of doubt, but subject to the Trustees' reporting obligations in clauses 10.1, 12.1(a), 12.1(b), 12.1(g), 14.1(a) and 14.1(b), the Trustees may in their sole discretion, limit disclosure of any information about the activities or proposed activities of the Trust and the Rangitāne Group that the Trustees consider on reasonable grounds to be commercially or otherwise sensitive or subject to obligations of confidentiality.

## **14.0 GENERAL MEETINGS**

### **14.1 Trustees to hold annual general meeting**

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



- (a) report on the operations of the Rangitāne Group during the preceding Income Year;
- (b) present the Annual Report and duly audited financial statements;
- (c) present the proposed Annual Plan (if applicable);
- (d) present the Kotahitanga Plan;
- (e) announce the names of all newly elected Trustees;
- (f) approve the appointment of the auditor for the next Income Year (if required);
- (g) approve the Trustees' remuneration;
- (h) undertake all other notified business; and
- (i) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

#### **14.2 Approval of Trustees' remuneration and appointment of auditor**

- (a) No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of Rangitāne present at the annual general meeting. Each such resolution must express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees together or to any person who from time to time holds office as a Trustee.
- (b) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Rangitāne present at the annual general meeting.

#### **14.3 Notice of general meeting**

The Trustees must not give less than fifteen (15) Working Days' notice of the holding of the annual general meeting. Such notice is to be posted (which may be by electronic form where available) to all Adult Registered Members of Rangitāne at the last address shown for each such Adult Registered Member of Rangitāne on the Rangitāne Register. If notice sent to an electronic address fails, and the Trustees, or an employee or agent of the Trust, are aware of the failure, then the notice must subsequently be sent to the last known physical address. Notice of the meeting will also be inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees, in their sole discretion, consider that a significant number of Members of Rangitāne reside. All such notices must 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 and/or obtained.

#### **14.4 Notice of special meetings**

The Trustees will convene a special general meeting of the Trust for the Members of Rangitāne on the written requisition of:

- (a) the Chairperson for the time being of the Trust; or
- (b) any four (4) Trustees; or
- (c) 50 Adult Registered Members of Rangitāne.

Notice of such a meeting is to be given in the same manner as for a notice of the annual general meeting. The person or persons requisitioning the meeting will be required to provide a written statement to the Trustees setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed (including any motions) for such a meeting. The Trustees will not be required to give notice calling the meeting until this written statement, with agenda items, has been received.

#### **14.5 Annual general meeting not limited to notified business**

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

#### **14.6 Special 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.

#### **14.7 Invalidation**

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

#### **14.8 Deficiency of notice**

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

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

#### **14.9 Quorum of annual general meeting and special general meeting**

For any annual general meeting or special general meeting of the Trust, a quorum is thirty (30) Adult Registered Members of Rangitāne present in person, and one or more Trustees present in person.

#### **14.10 Adjourned meetings**

If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened within fifteen (15) Working Days from the date of the meeting. Within that time period the meeting will be held again at a place and time as advertised in such manner as determined by the Trustees. If a quorum is not present after one (1) hour from the time appointed for that adjourned meeting, the Adult Registered Members of Rangitāne present will constitute a quorum. Any meeting that is adjourned pursuant to this clause will be advertised on the Trust website and in such other manner as determined by the Trustees.

#### **14.11 Chairing of meetings**

- (a) 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 will be the chair. If the Deputy Chairperson is also not present (or there is not one appointed), then the Trustees present will elect one (1) of their number to substitute as the chairperson for that meeting.
- (b) The Trustees have the power to appoint an independent facilitator to assist the chairperson with running the annual or special general meeting.

#### **14.12 Voting**

- (a) To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of Rangitāne present will have one (1) vote.
- (b) All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Rangitāne who validly cast a vote.
- (c) 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. If demanded, a poll will require each Adult Registered Member to verify his or her eligibility to vote by a process directed by the chairperson of the meeting.
- (d) Except as provided in clauses 2.5, 14.1(f), 14.1(g), 14.2, 26.1, 27.0 and 28.0, 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 Purposes.
- (e) The latest version of the Rangitāne Register will be available at any annual or special general meetings.

### **14.13 Unruly meetings**

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

- (a) adjourn the meeting; or
- (b) 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, following the completion of such items of business as the chairperson sees fit, the chairperson may declare the meeting closed.

### **14.14 Minutes**

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

### **14.15 Minutes to be evidence of proceedings**

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

### **14.16 Minutes to be evidence of proper conduct**

Where minutes of an annual general meeting or a special general meeting have been prepared in accordance with this clause 14.0 then, until the contrary is proven, the meeting will be deemed to have been properly convened and its proceedings to have been conducted properly.

## **15.0 DISCLOSURE OF INTERESTS**

### **15.1 Definition of interested Trustee**

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

- (a) is a party to, or will derive a material financial benefit from, that matter;

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

## **15.2 Disclosure of interest to other Trustees**

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

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

## **15.3 Recording of interest**

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

## **16.0 DEALINGS WITH "INTERESTED" TRUSTEES**

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

## **17.0 PROHIBITION OF BENEFIT OR ADVANTAGE**

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

## **18.0 DISCLOSURE OF TRUSTEE REMUNERATION ETC.**

- 18.1** The Trustees must, in accordance with clause 10.1, show separately 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 in the financial statements including any payments made pursuant to clause 21.0.

## **19.0 ADVICE TO TRUSTEES**

### **19.1 Trustees may rely on advice**

The Trustees may, when exercising their powers or performing their duties, rely on reports, statements, 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.

## **19.2 Trust may obtain a legal opinion**

If the Trustees are in doubt over any matter relating to the management and administration of the Trust's Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a lawyer who has held a practising certificate for at least seven (7) years. This 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.

## **20.0 LIABILITY OF TRUSTEES**

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

## **21.0 INDEMNITY AND INSURANCE**

### **21.1 Indemnity and insurance for Trustees**

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

### **21.2 Indemnity and insurance costs to be just and equitable**

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

### **21.3 Indemnity and insurance re specific trusts**

If any assets are held by the Trustees on any separate specific trust or sub-trust, then any Trustee, officer or employee of the Trust may, in respect of proceedings brought in relation to that separate specific trust:

- (a) only be indemnified; or
- (b) have their insurance costs met out of those assets.

### **21.4 Record of decisions**

All decisions made under this clause 21.0 to give or approve indemnities or meet or approve any insurance costs are to be recorded in the minutes of the meeting of the Trustees at which such a decision was made, together with the reasons why such indemnities or insurance costs were thought by the Trustees to be just and equitable.

## **22.0 RANGITĀNE NOT TO BE BROUGHT INTO DISREPUTE**

### **22.1 Trustees not to bring into disrepute**

No Trustee is to act in a manner which brings or is likely to bring the Trust, the Trustees or any entity in the Rangitāne Group into disrepute. Examples of relevant actions (or omissions) include:

- (a) a Trustee refusing to act when they should;
- (b) sustained absence of a Trustee without permission or reasonable excuse; and
- (c) any of the circumstances set out at clause 6.7(a)-(g) of the Second Schedule arise.

## **22.2 Subsidiaries not to bring into disrepute**

The Trustees will also ensure that Subsidiaries are established on terms which provide that the directors, trustees or officers of any such Subsidiary are not to act in a manner which brings or is likely to bring the Trust, the Trustees or any entity in the Rangitāne Group into disrepute.

## **22.3 Trustee may be censured or removed**

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any entity in the Rangitāne Group may be formally censured or removed from office, by a resolution passed by a majority of not less than 75% of the other Trustees in office (excluding the Trustee in question).

## **22.4 Censure or removal to be notified**

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

## **22.5 Effect of removal**

A Trustee removed from office in accordance with clause 22.3 will cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than three (3) years following his or her removal.

Each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust's Assets to the other Trustees, and any replacement trustee, in the event that the Trustee is removed from office under clause 22.3.

## **22.6 Replacement of trustee**

The removal of a Trustee in accordance with clause 22.3 will only give rise to a casual vacancy if the number of Trustees falls below the minimum number of required Trustees as set out in clause 2.4 of the Second Schedule. If such a casual vacancy arises:

- (a) it is to be filled in accordance with clause 4.6 of the Second Schedule; and
- (b) the election process must take place within three (3) months of any removal of a Trustee.

## **23.0 GIFTS OR DONATIONS**

### **23.1 Trustees may accept or hold specific trusts**

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any property upon trust for the general purposes of the Trust or for any specific purpose that comes within the Trust's Objects and Purposes, including any trust for the benefit of the Members of Rangitāne or a subset of the Members of Rangitāne. Any property held by the Trustees pursuant to this clause will be dealt with in accordance with the terms of that trust and will not constitute part of the Trust's Assets.

### **23.2 Specific trusts to be separate**

If the Trustees accept a trust for any specific purpose as provided for in clause 23.1, the Trustees must:

- (a) ensure that the specific terms of the trust do not contradict the terms of this Trust Deed;
- (b) keep the property subject to such trust, and any income derived from it, separate from the remainder of the Trust's Assets; and
- (c) administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

### **23.3 Use of specific trust assets**

The Trustees will 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 will also not use the Trust's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

### **23.4 Expenses of specific trusts**

Each separate specific trust will bear its own administration expenses plus a fair proportion of the administration expenses applicable to that specific trust as determined by the Trustees.

### **24.0 RECEIPTS FOR PAYMENTS**

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

### **25.0 CUSTODIAN TRUSTEE**

- 25.1** The Trustees may appoint or incorporate a Custodian Trustee and, on any such appointment or incorporation, the following provisions will have effect:

- (a) the Trustees must ensure that the Custodian Trustee signs this Trust 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 Trust 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 will be to hold, invest and dispose of the Trust's Assets in accordance with any direction in writing by the Trustees:
  - (i) the Custodian Trustee will execute all such documents and perform all such acts as the Trustees direct in writing;
  - (ii) the Custodian Trustee will not be liable for acting on any such direction;
  - (iii) if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the Custodian Trustee to any liability or is otherwise objectionable, the Custodian Trustee may apply to the Court for directions. Any order giving any such directions will bind both the Custodian Trustee and the Trustees provided that the Trustees are made parties to the proceeding;
- (f) the Custodian Trustee will 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);

- (g) 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. The Custodian Trustee will not be liable for the costs of such action or proceeding; and
- (h) no person dealing with the Custodian Trustee will be required to enquire as to the concurrence or otherwise of the Trust, or be affected by notice of the fact that the Trust has not concurred.

## **26.0 AMENDMENTS TO TRUST DEED**

### **26.1 Special Resolution required**

Subject to clauses 26.2 and 26.3, this Trust Deed may only be amended with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

### **26.2 Limitations on amendment**

No amendment is to be made to the Trust Deed which:

- (a) changes the Trust's Purposes such that the Trustees are no longer required to act for the collective benefit of the present and future Members of Rangitāne;
- (b) changes this clause 26.2;
- (c) changes clause 28.0;
- (d) changes the finally agreed definition of Member of Rangitāne, Rangitāne Ancestor, Rangitāne Area of Interest, or Rangitāne Claims after settlement legislation has been passed;
- (e) changes the requirement for a Special Resolution (as defined from time to time) in clause 26.1;
- (f) changes the membership or beneficiaries of the Trust; or
- (g) changes clause 3.1 of the Fourth Schedule relating to the voting threshold of 75% of the Adult Members of Rangitāne.

### **26.3 Amendment to make definitions consistent with Deed of Settlement and Settlement Legislation**

Notwithstanding any other provision in this Trust Deed to the contrary, this Trust Deed must be amended by the Trustees to make any of the following definitions:

- (a) Member of Rangitāne;
- (b) Rangitāne;
- (c) Rangitāne Ancestor; or
- (d) Rangitāne Claims;

the same as those set out in the final Deed of Settlement and the Settlement Legislation. If the Trust Deed is amended due to operation of this sub-clause, a Special Resolution passed in accordance with the Fourth Schedule is not required.

### **26.4 Consideration of proposals**

Any Adult Registered Member of Rangitāne may put forward proposals for amendments to the Trust Deed for consideration by the Trustees. Any proposal put forward under this clause 26.4 must:

- (a) comply with clause 26.2;
- (b) be in writing and addressed to the Chairperson at the Trust Office; and



(c) be considered by the Trustees at their next available meeting.

If the proposal for an amendment to the Trust Deed complies with clauses 26.2 and 26.4, the Trustees must call a special general meeting to consider the proposal.

## **26.5 Proposals to be discarded**

Where a proposal for amendments to the Trust Deed does not comply with clauses 26.2 and 26.4, 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. If the Trustees do not discard the proposal in accordance with this clause 26.5 the Trustees may, in their discretion, discuss it at the next annual general meeting.

## **26.6 Deed of Amendment to be prepared**

Where amendments to the Trust Deed have been approved by Special Resolution, those amendments are to be embodied in a Deed of Amendment in the Trust Deed, such Deed of Amendment to be signed by the Trustees.

## **27.0 RESETTLEMENT**

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

## **28.0 TERMINATION OF TRUST BY MEMBERS**

**28.1** The Trust established by this Trust Deed may be terminated or dissolved if the Adult Registered Members of Rangitāne have, by Special Resolution, resolved to do so.

**28.2** On the termination or dissolution of this Trust under clause 28.1, after the payment of costs, debts and liabilities the Trust's Assets must be paid to another trust or entity that has been established for the benefit of the present and future Members of Rangitāne as long as such payment does not offend against the rule against perpetuities to the extent such rule applies to this Trust.

## **29.0 PERPETUITIES**

**29.1** Unless otherwise stated in the Settlement Act, the perpetuity period for the Trust is the period that commences on the date of this Trust Deed and ends 80 years less one (1) day after the date of this Trust Deed, that period being within the period permitted by section 6 of the Perpetuities Act 1964.

## **30.0 ARCHIVING OF RECORDS**

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

All minutes and other records of any proceedings of any entity in the Rangitāne Group must be held, physically or electronically, by that entity for a period of seven (7) years.

### **30.2 Records to be archived**

After the expiry of seven (7) years the relevant entity in the Rangitāne Group is to archive the records of that entity for such period as the Trustees consider necessary.

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

Notwithstanding clauses 30.1 and 30.2, any entity in the Rangitāne Group may hold on to any records for a period exceeding seven (7) years if, in its discretion, such records contain information that is commercially or otherwise sensitive or is still required by the entity to which the information relates.

## **31.0 DISPUTE RESOLUTION**

### **31.1 Disputes**

In the event that a dispute arises, that dispute is to be recorded in writing and, in the first instance, referred to the Trustees. This will constitute notice of a dispute.

### **31.2 Acknowledgement of receipt of notice of dispute**

The Trustees must acknowledge receipt, in writing, within ten (10) Working Days of the date of receipt of the notice.

### **31.3 Face to face discussions**

The party raising the dispute must meet with the Trustees in person within fifteen (15) Working Days of the date of receipt of the notice referred to in clause 31.2 to attempt to resolve the dispute.

### **31.4 Mediation optional**

If the dispute is not resolved in accordance with clause 31.3, the parties have the option of referring the dispute to mediation. All parties must agree to refer the dispute to mediation and on the mediator to be appointed. If the dispute is not referred to mediation, or a mediator cannot be agreed on by the parties, the dispute will be dealt with in accordance with clauses 31.5 and 31.6.

### **31.5 Reference of dispute**

If the process set out in clause 31.4 is unsuccessful or not used, then the dispute will be referred to a Disputes Committee in accordance with clauses 31.6 and 31.10.

### **31.6 Disputes Committee to be appointed as required**

There will not be a permanent Disputes Committee. A Disputes Committee is to be appointed on a case by case basis, having regard to the precise subject matter of the dispute in question and only after the process in clauses 31.3 and 31.4 (if applicable) is followed.

### **31.7 Appointment and composition of Disputes Committee**

If a Disputes Committee is appointed then it will comprise of up to three (3) members who are to be appointed by the Trustees as follows:

- (a) one (1) independent (non-Rangitāne) member nominated by the Tumuaki of Te Hunga Roia Maori o Aotearoa/The New Zealand Maori Law Society Incorporated ("Te Hunga Roia Maori"), or his, her or their nominee, such member to be a barrister or solicitor with seven or more years' experience, to act as the chair of the Disputes Committee (Disputes Committee Chair). In the event that Te Hunga Roia Maori ceases to exist, the Disputes Committee Chair will be appointed by the President of the New Zealand Law Society, or his or her nominee;
- (b) if in the opinion of the Disputes Committee Chair or in the opinion of the Trustees, the nature of the particular dispute in question requires the input of Members of Rangitāne, the Trustees must appoint two (2) Adult Registered Members to the Disputes Committee together with the Disputes Committee Chair. The two (2) Adult Registered Members of Rangitāne are to be 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 or parties to the dispute.

### **31.8 Role of Disputes Committee**

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

### **31.9 Deliberations of Disputes Committee**

In dealing with any dispute, a Disputes Committee will, 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 will be final and binding on the parties.

### **31.10 Deadlock of Disputes Committee**

In the event the Disputes Committee cannot reach unanimous agreement to determine the dispute, the Disputes Committee Chair has the overall authority to determine the dispute.

### **31.11 Notification of outcome**

A Disputes Committee must give its findings and decision, together with the reasons, in writing to the Trustees and all parties to the dispute.

## **32.0 REVIEW OF TRUST DEED**

### **32.1 Review of Trust Deed**

Within four (4) years of the Settlement Date, the Trustees must initiate a review of the terms and operation of this Trust Deed and, in particular, the election process, any Existing Runanga Agreement and the representation of Rangitāne by the Trustees. In conducting this review the Trustees are to engage and consult with Rangitāne in order to seek the views of **iwi** members on the terms and operation of this Trust Deed and in doing so will have regard to the tikanga of Rangitāne and in particular, the Kotahitanga Plan.

### **32.2 Review to be independently facilitated**

The process of engagement and consultation required by clause 32.1 is to be undertaken by an independent facilitator appointed by the Trustees. The role of independent facilitator will be to:

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

### **32.3 Outcome of review**

Following the completion of the review and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 32.2, the Trustees are to recommend amendments (if any) to this Trust Deed and seek the approval of those amendments by Special Resolution in accordance with clause 26.1 and the Fourth Schedule.

[Trustee Sign Offs]

**FIRST SCHEDULE  
RANGITĀNE MEMBERSHIP REGISTER**

**1.0 TRUST TO KEEP REGISTER**

**1.1 Trust to maintain register**

The Trustees will administer and maintain the Rangitāne Register which is a register of Members of Rangitāne.

**1.2 Register to comply with this Schedule**

The Rangitāne Register will be maintained in accordance with the clauses and procedures set out in this Schedule.

**2.0 CONTENTS OF REGISTER**

**2.1 Register to contain Members' details**

The Rangitāne Register will contain a record of the full names, dates of birth, postal addresses and email addresses (if any) of Members of Rangitāne.

**2.2 Beneficiary Registration Number**

The Trustees will allocate a beneficiary identification number to each Adult Registered Member of Rangitāne on the Rangitāne Register. As soon as practicable after allocation, the Trustees will notify the relevant Adult Registered Member of Rangitāne of his or her beneficiary identification number.

**3.0 APPLICATIONS FOR REGISTRATION**

**3.1 Form of applications**

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

- (a) the full name, date of birth and postal address and email address (if any) of the applicant;
- (b) the whakapapa (genealogical connections) through which the applicant claims affiliation to Rangitāne; and
- (c) such evidence as the Trustees may from time to time require as to that applicant's eligibility as a Member of Rangitāne.

**3.2 Applications to be made by**

An application for registration as a Member of Rangitāne may be made:

- (a) in relation to Members of Rangitāne who are 18 years of age or older by that Member or by his or her legal guardian; or
- (b) in relation to Members of Rangitāne who are under the age of 18 years, by his or her parent or legal guardian on his or her behalf.

#### **4.0 DECISIONS AS TO MEMBERSHIP**

##### **4.1 Membership Validation Committee to be established**

The Trustees will establish a Membership Validation Committee to make decisions on all applications made pursuant to clause 3.1 of this Schedule and to record in the Rangitāne Register all new Rangitāne Members.

##### **4.2 Composition of Membership Validation Committee:**

The Membership Validation Committee will comprise not less than three (3) and not more than five (5) Adult Registered Members of Rangitāne, appointed by the Trustees from time to time, with the expertise and knowledge of Rangitāne whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Rangitāne whakapapa may be appointed to the Membership Validation Committee. At all times, the Membership Validation Committee must include at least:

- (a) one (1) Trustee;
- (b) one (1) person selected by the Trust to represent the interests of the hapO of ROTNAR; and
- (c) one (1) person selected by the Trust to represent the interests of the hapO of ROW.

##### **4.3 Consideration of applications**

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

##### **4.4 Decisions to be made on applications**

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

##### **4.5 Successful applicants to be notified and registered**

In the event that the Membership Validation Committee decides that an application for membership should be accepted, then the Trustees must be notified of the decision in writing. The Trustees will then notify the applicant and enter the applicant's name and other relevant details (including beneficiary identification number in accordance with clause 2.2 of this Schedule) in the appropriate part of the Rangitāne Register.

##### **4.6 Notification to unsuccessful applicants**

In the event that the Membership Validation Committee decides to decline an application then the Trustees must be notified of the decision in writing, 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. An application for reconsideration may only be made on the basis of new evidence (being evidence that was not

submitted or considered as part of any previous application) as to the applicant's status as a Member of Rangitāne.

#### **4.8 Dispute resolution**

If an unsuccessful applicant is unhappy about the decision of the Membership Validation Committee, after following the process in clause 4.0 of this Schedule, the applicant may follow the procedure set out in clause 31.0.

### **5.0 MAINTENANCE OF REGISTER**

#### **5.1 Trustees to establish policies**

The Trustees will take such steps and institute such policies as are necessary to ensure that the Rangitāne Register is maintained so that it is as up to date, accurate and complete as possible in recording the Members of Rangitāne.

#### **5.2 Assistance in identifying membership**

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

#### **5.3 Responsibility of Members of Rangitāne**

Notwithstanding clause 1.1 of this Schedule, it is the responsibility of each person who is a Member of Rangitāne (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the Rangitāne Register and that his or her full postal address and email address (if any) is provided and updated. Any Member of Rangitāne may choose to terminate their registration of membership of Rangitāne, by notifying the Trustees in writing.

#### **5.4 Effect of registration**

Registration of any person on the Rangitāne Register as a Member of Rangitāne will be conclusive evidence of that person's status as a Member of Rangitāne.

## **SECOND SCHEDULE ELECTIONS OF TRUSTEES**

### **1.0 PROCEDURE**

#### **1.1 This Schedule to apply**

The Trustees will be appointed and (where appropriate) removed in accordance with the rules and procedures set out in this Schedule, subject to clauses 3.1 and 22.0 of the Trust Deed. This Schedule does not apply to the Initial Trustees.

### **2.0 ELIGIBILITY FOR APPOINTMENT**

#### **2.1 Nominee to be registered**

To be elected as a Trustee a nominee must, as at the closing date for nominations, be recorded in the Rangitāne Register as an Adult Registered Member of Rangitāne and be eligible in accordance with clause 6.7 of this Schedule.

#### **2.2 Trustees roles**

A Trustee may not hold the position of General Manager nor be an employee of, nor a contractor to any entity or trust in the Rangitāne Group. A Trustee may not be a trustee of any entity in the Rangitāne Group, except the Trust.

#### **2.3 Trustees may not be director or trustee of other entity**

Except as provided for in clause 7.2, a Trustee may not be a director of any company in the Rangitāne Group or a trustee of any trust in the Rangitāne Group, except the Trust.

#### **2.4 Number of Trustees to be limited**

There must be no less than five (5) and no more than seven (7) Trustees.

### **3.0 ELECTION OF TRUSTEES**

#### **3.1 Election of Trustees**

The Adult Registered Members of Rangitāne listed in the Rangitāne Register will be entitled to elect the Trustees in accordance with this Schedule, with the exception of the Initial Trustees.

The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Trustees must represent the interests of all Members of Rangitāne irrespective of whanau/hapO affiliations. If there is an equal number of votes for the last available position, then the successful candidate will be decided by the drawing of lots.

### **4.0 TERM OF OFFICE**

#### **4.1 Term of office**

Subject to clauses 4.2, 4.5, 6.7, and 15.0 of this Schedule, and clause 22, each Trustee will hold office for a term of four (4) years.

#### **4.2 Retirement and rotation of First Elected Trustees:**

The First Elected Trustees will retire from office with elections having been held for their respective positions as Trustee as follows:

- (a) As at the date of the annual general meeting of the Trust in the first Income Year following the Settlement Date, two (2) of the First Elected Trustees will retire and an election will be held for two (2) Trustee positions;
- (b) As at the date of the annual general meeting of the Trust in the third Income Year following the Settlement Date, the remaining First Elected Trustees will retire and an election will be held for those vacant Trustee positions;

#### **4.3 Order of retirement of First Elected Trustees**

The order of retirement of the First Elected Trustees under clause 4.2 of this Schedule will be determined by agreement amongst the Trustees, failing which the determination will be made by lot.

#### **4.4 Term following retirement of First Elected Trustees**

- (a) Following the retirement of the First Elected Trustees in accordance with clause 4.2 of this Schedule, Trustees will hold office until the conclusion of the annual general meeting of the Trust in the fourth Income Year following his or her appointment.
- (b) However if, because of a review of the election of a Trustee's replacement under clause 13.0 of this Schedule, the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

#### **4.5 Eligibility of retiring Trustees**

Retiring Trustees will be eligible for re-election.

#### **4.6 Casual Vacancies**

Subject to clause 4.8 of this Schedule, 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 casual vacancy results in there being less than the minimum number of Trustees as set out in clause 2.4 of this Schedule;
- (d) and the term to run for that vacant position in either (a) or (b) of this clause exceeds six months;

then that vacancy must be filled by the holding of an election in accordance with this Schedule.

#### **4.7 Term of casual appointments:**

In the case of an appointment made pursuant to clause 4.6 of this Schedule the Trustee thereby appointed will, as the case may be, hold office:



- (a) in the case of a Trustee appointed pursuant to clause 4.6(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 clause 4.4 of this Schedule; or
- (b) in the case of a Trustee appointed pursuant to clause 4.6(b) of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

#### **4.8 Co-opted Trustees**

- (a) At any time where the number of Trustees is fewer than the maximum number, the elected Trustees may appoint one or more co-opted Trustees. By way of example, if there are five (5) elected Trustees, then up to two (2) co-opted Trustees could be appointed.
- (b) The term of appointment of a co-opted Trustee will expire on such date as determined by the elected Trustees, or the next annual general meeting of the Trust, whichever is the earlier. For the avoidance of doubt:
  - (i) a co-opted Trustee will not hold office beyond the date of the next election, and this clause 4.8(b) prevails over clauses 4.1 and 4.4 of the Second Schedule in relation to a co-opted Trustee; but
  - (ii) nothing in this clause 4.8(b) prevents a co-opted Trustee from standing for election, or the appointment of one or more co-opted Trustees after an election, subject at all times to the remainder of this clause 4.8.
- (c) Each co-opted trustee must meet the eligibility requirements stated in clause 2.0 of the Second Schedule and will have the same powers, responsibilities and liabilities as elected trustees as set out under the Trust Deed.
- (d) At no stage can the number of co-opted trustees exceed the number of elected trustees.

This clause prevails over clause 4.6 and 4.7 of the Second Schedule. Nothing in this clause permit more than the maximum number of trustees stated in clause 2.4 of the Second Schedule to hold office.

#### **5.0 TIMING OF ELECTIONS**

- 5.1** The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under clause 4.6 of this Schedule or to the extent that any review under clause 13.0 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 Income Year.

#### **6.0 MAKING OF NOMINATIONS**

##### **6.1 Calling for nominations**

The Trustees must give notice calling for nominations for those Trustee positions for which elections are required at least three (3) months before the annual general meeting of the Trust for that Income Year, and in any event, in sufficient time for the election to be concluded in accordance with clause 5.0 of this Schedule. Such notice must specify the method of making nominations, the requirement in clause 2.1 of this Schedule in terms of Trustee eligibility and the latest date by which nominations must be made and lodged.

##### **6.2 Timing for nominations**

All nominations must be lodged with the Trustees no later than fifteen (15) Working Days following the date upon which the notice calling for nominations is first given.

### **6.3 Form of notice**

All notices given under this clause must be given:

- (a) by post or by electronic form (where available) to all Adult Registered Members of Rangitāne and to any other Member of Rangitāne, 18 years of age or over, who has made a written request for a notice. If notice sent to an electronic address fails, and a Trustee, or an agent of employee of the Trust, is aware of the failure, then the notice must be sent to the last known physical address; and
- (b) by inserting an advertisement in an appropriate metropolitan or regional newspaper circulating in a region where the Trustees consider that a significant number of Members of Rangitāne reside [such newspaper to be determined in the sole discretion of the Trustees].
- (c) by such other means as the Trustees may determine.

### **6.4 Inclusion of invitation to register**

Any such notice will also invite applications from qualified persons for inclusion of their names in the Rangitāne Register, and will set out the date upon which a registration must be received for the applicant. If the application is successful by the date fixed under this clause, that person will be eligible to vote in the notified election.

### **6.5 Nomination to be in writing**

The nomination of a candidate for election as a Trustee must be in writing and signed by not less than two (2) Adult Registered Members of Rangitāne shown on the Rangitāne Register as being entitled to vote in respect of the election in accordance with the First Schedule.

### **6.6 Consent of nominee**

Each candidate must consent to his or her nomination by signing the nomination paper. A candidate may at any time, by notice to the Trustees, withdraw his or her nomination.

### **6.7 Eligibility for nomination**

An Adult Registered Member of Rangitāne will not be eligible for nomination as a candidate for election as a Trustee if he or she:

- (a) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an "eligible individual" for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (b) is an undischarged bankrupt or has made any composition or arrangement with his or her creditors;
- (c) has been convicted of an indictable offence (unless that person is an "eligible individual" for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (d) is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Markets Act 1988 or the Takeovers Act 1993;

- (e) is disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act 2005;
- (f) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or is subject to a care and protection order under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act; or
- (g) has within the last three (3) years been removed from the office of Trustee in accordance with clause 22.3.

## **6.8 Nominee to provide information to trustees**

In addition to the requirements set out in clause 6.5 and 6.6 of the Second Schedule, before the Trustees advertise any nomination, the nominee must:

- (a) provide a certificate that the nominee is eligible for nomination in accordance with clause 7.7 of this Schedule;
- (b) provide a curriculum vitae or personal profile which will be utilised by the Trust in preparing information which will be provided to Adult Registered Members of Rangitāne with voting papers in order to assist with voting in the election; and
- (c) disclose the details of any debt that is owing or outstanding to Rangitāne or any entity in the Rangitāne Group.

## **6.9 Trust to disclose information**

Any information submitted to the Trustees pursuant to clause 6.8 of this Schedule will be disclosed and available to Adult Registered Members of Rangitāne.

## **7.0 HOLDING OF ELECTIONS**

### **7.1 Mode of Voting at Elections**

Subject to clause 7.5 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 or at a Wāhi Pōti. A Wāhi Pōti may, to the extent notified in any advertisement issued in accordance with clause 7.2 of this Schedule, receive voting forms in respect of the election of Trustees. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Where there is an equal number of votes for the last trustee position the decision as to the successful candidate shall be made by the drawing of lots.

### **7.2 Wāhi Pōti to be held**

Subject to clause 7.4 of this Schedule, a Wāhi Pōti shall be advertised in the newspaper or newspapers circulating in the area where the Wāhi Pōti is to be held. Such an advertisement must be run at least fifteen (15) Working Days prior to the date of the Wāhi Pōti. The Wāhi Pōti shall be held on the closing date for the election.

### **7.3 Hui-a-Rangitāne to be convened on closing date for the election**

A hui-a-Rangitāne is to be convened on the closing date for the election at a time, date and place as determined by the Trust. The date, time and place of the hui-a-Rangitāne is to be advertised at the same time as the Wāhi Pōti, in accordance with clause 7.2 of this Schedule. All nominees must be present in person at the hui-a-Rangitāne and must present an election speech to the Members of Rangitāne present at the hui-a-Rangitāne. The Chief Returning Officer will determine the order of speakers and length of time permitted for each election speech and question and answer sessions.

#### **7.4 No elections where nominees equal vacancies**

In the event that the total number of nominations of Trustees is less than or equal to the total number of vacancies, no election will be necessary and the person or persons nominated will be deemed to have been duly appointed. For the avoidance of doubt, although no election will take place, there will be a hui-a-Rangitāne held at which any appointments will be communicated to those present.

#### **7.5 Adult Members to vote in elections**

Each Adult Member of Rangitāne is eligible to vote in an election, provided that:

- (a) he or she will only be eligible to cast one vote. For the avoidance of doubt, casting one vote means voting for up to the number of candidates to fill the number of trustee vacancies; and
- (b) each such Adult Member of Rangitāne must, at the date fixed by the Trust under clause 6.4 of this Schedule, either:
  - (i) be recorded in the Rangitāne Register as an Adult Registered Member of Rangitāne; or
  - (ii) have completed and sent with their voting form an application for registration which application is successful by the date fixed under clause 6.4 of this Schedule.

### **8.0 NOTICE OF ELECTIONS**

#### **8.1 Key dates to be fixed**

Immediately after the closing date for nominations, the Trustees must, where an election is required:

- (a) fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and
- (b) set a date and venue for the Wāhi Pōti and the hui-a-Rangitāne in accordance with clauses 7.2 and 7.4 of this Schedule.

#### **8.2 Notice to be given**

The Trustees must not give less than fifteen (15) Working Days' notice of the closing date for the elections and the method by which votes may be cast as set out in clause 7.1 of this Schedule.

#### **8.3 Method of giving notice**

Notice under clause 8.2 of this Schedule must be given by:

- (a) posting or emailing the notice to all Adult Registered Members of Rangitāne at the last address shown for such Adult Registered Member of Rangitāne on the Rangitāne Register. If notice sent to an electronic address fails, and a Trustee, or an employee or agent of the Trust, is aware of the failure, then the notice must be sent to the last known physical address;
- (b) inserting an advertisement in an appropriate metropolitan or regional newspaper circulating in a region where the Trustees consider that a significant number of Members of Rangitāne reside [such newspaper to be determined in the sole discretion of the Trustees].

such other means as the Trustees may determine.

#### **8.4 General content of notices**

Every notice given in accordance with clauses 8.3(a) and 8.3(b) of this Schedule must contain:

- (a) a list of the nominees for election as Trustees;
- (b) the date, time and place of the Wāhi Pōti;
- (c) the date, time and place of the hui-a-Rangitāne; and
- (d) the mode by which votes may be cast as set out in clause 7.1 of this Schedule.

#### **8.5 Additional content of notice**

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

- (a) a voting form that complies with clause 9.1 of this Schedule;
- (b) details of the procedure to be followed in making a vote by post or by electronic form, including the date by which the voting form must be received by the Chief Returning Officer; and
- (c) a statement that voting forms may either be posted or delivered to the Chief Returning Officer at Wāhi Pōti.

#### **8.6 Additional information in other notices**

Each notice given in accordance with clause 8.3(b) and 8.3(c) of this Schedule must also give details about how voting forms may be obtained.

#### **9.0 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) Working Days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

#### **10.0 APPOINTMENT OF CHIEF RETURNING OFFICER**

##### **10.1 Appointment of Chief Returning Officer**

For the purposes of elections the Trustees will appoint, as required, a Chief Returning Officer who must not be a Trustee or employee of the Trust. The Trustees must ensure that the Chief Returning Officer is appointed on terms that require the Chief Returning Officer to act in accordance with the provisions of this Trust Deed. The Chief Returning Officer will 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 Returning Officer to be present at Wāhi Pōti**

The Chief Returning Officer (or his or her nominee) must be present at all times at the Wāhi Pōti and must:

- (a) be available to collect any completed voting forms at the Wāhi Pōti; and
- (b) ensure that additional voting forms are available at the Wāhi Pōti.

### **10.4 Only one vote to be cast**

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

### **10.5 Validity of provisional votes**

Where an applicant for registration as a Registered Member of Rangitāne has cast a vote in accordance with clause 11.3 of this Schedule, that vote is a Provisional Vote until the application for registration is approved by the Membership Validation Committee as set out in the First Schedule. Where such application is unsuccessful, the vote is invalid.

### **10.6 Recording of votes**

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

## **11.0 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 will 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 will certify the result of the election and communicate the result of the election to the Trustees. The Trustees will thereafter advise the candidates of the result and give notice of the result at the annual general meeting of the Trust in accordance with clause 14.1(e) of this Trust Deed. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

### **11.3 Provisional votes**

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

- (a) if, in the opinion of the Chief Returning Officer, the validity or otherwise of the Provisional Votes may affect the outcome of the election, the Chief Returning Officer may not certify the result of the election until the validity of the Provisional Votes has been confirmed pursuant to clause 10.4 of this Schedule and any valid Provisional Vote has been counted; but
- (b) if the validity or otherwise of the Provisional Votes will not affect the result of the election, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to clause 10.4 of this Schedule and the Provisional Votes have not been counted.

## **12.0 RETENTION OF ELECTION RECORDS**

### **12.1 Compiling and sealing voting records**

The Chief Returning Officer must, 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 must 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 must then sign the endorsement and forward the sealed packet to the Trustees.

### **12.2 Retention and disposal of packets**

Subject to clause 14.1(b) of this Schedule the sealed packets received from the Chief Returning Officer must 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 will be destroyed unopened.

## **13.0 REVIEW OF ELECTION RESULTS**

### **13.1 Candidates may seek review**

Any candidate may, in respect of an election, seek a review of that election within ten (10) Working Days after notice of the election result has been given by the Trustees.

### **13.2 Appointment of Electoral Review Officer**

For the purposes of carrying out an election review, the Trustees will ensure that an Electoral Review Officer is appointed. The Electoral Review Officer will be the person nominated from time to time by the Tumuaki of Te Hunga R6ia Maori o Aotearoa, or his, her or their nominee. In the event that Te Hunga R6ia Maori ceases to exist, the Electoral Review Officer will be appointed by the President of the New Zealand Law Society, or his or her nominee. Reviews will be carried out by the Electoral Review Officer as required.

### **13.3 Form of request for review**

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

- (a) be in writing;
- (b) set out the grounds for the review, which grounds must 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) be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

### **13.4 Service of application on other candidates**

The candidate referred to in clause 13.1 of this Schedule must serve the application for review and any accompanying evidence on all other candidates in the election to which the review relates, either at the same time, or immediately after, as the review application is lodged with the Trustees.

### **13.5 Costs**

Upon making an application for review the applicant must also lodge with the Trustees the sum of \$500 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 \$500 will be refunded to the applicant, otherwise it will be applied to the costs of the review.

### **14.0 CONDUCT OF REVIEW**

#### **14.1 Notification of Electoral Review Officer**

Upon the receipt of an application for review the Trustees will 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 principles of natural justice, the Electoral Review Officer will have the power to inquire into and decide upon any matter relating to a review in such manner as he or she thinks fit. In particular, the Electoral Review Officer may seek such further evidence or reports as he or she considers 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 will be guided by the substantial merits of the application without regard to legal forms or technicalities, including but not limited to any technical defect in complying with the requirements of this Trust Deed. No election will be declared invalid by reason of such technical defect if the Electoral Review Officer is satisfied that the election was conducted substantially in compliance with the requirements of this Trust 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 will determine whether:

- (a) the successful candidate, or any other candidate, was duly elected; or
- (b) whether the election was void and should be conducted again;

and will certify his or her decision with reasons to the Trustees without delay. The Trustees must 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 will be final. There will be no other rights of review or appeal granted by the Trustees.

#### **14.6 Effect of review**

If, because of a review of the election of a Trustee's replacement under clauses 13.0 and 14.0 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.

## **15.0 TERMINATION OF OFFICE OF TRUSTEES**

### **15.1 Termination of office of Trustees**

Notwithstanding the foregoing clauses of this Schedule, a Trustee will 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 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;
- (f) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (g) is convicted of an indictable offence;
- (h) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (i) is removed from the office of Trustee in accordance with clause 22.3 of this Trust Deed.

## **16.0 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**

### **1.0 TRUSTEES TO REGULATE MEETINGS**

**1.1** Subject to the requirements of this Schedule, the Trustees will meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Trustees must meet at least four (4) times per Income Year.

**1.2** Any three (3) Trustees may, at any time, by notice in writing to the Trustees, summon a meeting of the Trustees. The Trustees will take such steps as are necessary to convene such meeting.

### **2.0 NOTICE OF MEETING**

#### **2.1 Notice to Trustees**

Written notice of every meeting must be either hand-delivered, posted or sent by facsimile or electronic form (for example, email) to each Trustee at least five (5) Working Days before the date of the meeting. However, it will not be necessary to give notice of a meeting of Trustees to any Trustee who is, 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 is 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 must state the place, date and time of the meeting, and the agenda of the meeting.

#### **2.3 Waiver of notice**

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

#### **2.4 Meeting limited to notified business**

Subject to clause 2.3 of this Schedule, no business will be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.

#### **2.5 Deficiency of notice**

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

### **3.0 QUORUM**

**3.1** Four (4) Trustees then in office will constitute a quorum at meetings of the Trustees.

### **4.0 CHAIRPERSON AND DEPUTY CHAIRPERSON**

#### **4.1 Trustees to appoint**

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

## **4.2 Voting on appointment**

Where there is more than one candidate for Chairperson (or Deputy Chairperson, as the case may be) 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:

- (a) an election of Trustees;
- (b) in the event that he or she resigns from that office;
- (c) he or she ceases to be a Trustee; or
- (d) 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 will be made in accordance with clause 4.1 of this Schedule.

## **5.0 PROCEEDINGS AT MEETINGS**

### **5.1 Decisions by majority vote**

Unless stated otherwise in this Trust Deed, questions arising at any meeting of Trustees will 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 will have a second vote, that being a casting vote.

### **5.2 Chairperson**

The Chairperson will chair 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, the Trustees present will 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 minimum number of Trustees required by clause 2.4 of the Second Schedule, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Trustees to fill any vacancy or vacancies, and for no other purpose.

### **5.4 Defects of appointment**

Notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, all acts done by any meeting of the Trustees, or of any committee appointed under clause 6.1 of this Schedule, will be valid as if every such person had been duly appointed and was qualified to act.

## **5.5 Unruly meetings**

If:

- (a) 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
- (b) if any meeting becomes unduly protracted in the opinion of the Chairperson;

the Chairperson may, and without giving any reason:

- (a) adjourn the meeting; or
- (b) direct that any uncompleted item, or items, 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 further discussion.

## **6.0 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 making any inquiry or carrying out any task on such terms as the Trustees may, by resolution, direct. Such terms are to include, as a minimum, a requirement that the committee act in accordance with clauses 6.2 and 6.3 of this Schedule, and any committee so appointed may co-opt persons who are not Trustees for the purposes of consultation and advice, provided that a Trustee must chair any such committee.

### **6.2 Committees to report to Trustees**

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

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

### **6.3 Regulation of procedure by committees**

Subject to the clauses and the provisions of this Trust Deed, any committee established by the Trustees may regulate its procedure as it sees fit, provided that the committee must notify the Trustees of all persons co-opted to the committee.

## **7.0 WRITTEN RESOLUTIONS**

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

## **8.0 MINUTES**

### **8.1 Minutes to be kept**

The Trustees must keep a proper record in a minute book of all decisions made 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 will 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 clause then, until the contrary is proved, the meeting will be deemed to have been properly convened and its proceedings to have been properly conducted.

## **9.0 ELECTRONIC MEETINGS**

**9.1** For the purposes of this Schedule, a teleconference meeting, Skype meeting or the linking of Trustees for the purposes of communication through any other means ("Electronic Meeting") between a number of Trustees (or committee members) who constitute a quorum is deemed to constitute a meeting of the Trustees (or the committee members as the case may be). All the provisions in this Schedule relating to meetings will apply to Electronic 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 will be entitled to notice of an Electronic Meeting and to be linked for the purposes of such a meeting. Notice of an Electronic Meeting may be given on the telephone;
- (b) throughout the Electronic Meeting each participant must be able to hear every other participant taking part;
- (c) at the beginning of the Electronic Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the Electronic Meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chairperson's express consent. Accordingly, a participant is conclusively presumed to have been present and to have formed part of the quorum at all times during the Electronic Meeting unless he or she leaves the meeting with the Chairperson's express consent; and
- (e) a minute of the proceedings at the Electronic Meeting is sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting.

## **10.0 FORMS OF CONTRACTS**

### **10.1 Contracts by deed**

Any contract which the Trustees must sign as a deed, must be in writing and signed under the name of the Trust by any three Trustees.

**10.2 Contracts in writing**

Any contracts (excluding deeds) entered into by the Trustees, must be in writing and signed under the name of the Trust by a person acting with the express authority of the Trustees.

**10.3 Contracts pursuant to resolution**

Notwithstanding anything to the contrary in this clause 10.0, no contract made by or on behalf of the Trustees shall be invalid by reason only that it was not made in the manner provided by this clause if it was made pursuant to a valid resolution of the Trustees.

**FOURTH SCHEDULE  
PROCEDURE FOR PASSING SPECIAL RESOLUTION**

**1.0 THIS SCHEDULE TO APPLY**

**1.1** A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 2.5; or
- (b) amend this Trust Deed in accordance with clause 26.0; or
- (c) approve a resettlement in accordance with clause 27.0; or
- (d) terminate the Trust in accordance with clause 28.0;

can only be passed as set out in this Schedule.

**2.0 POSTAL VOTING AND SPECIAL GENERAL MEETING**

**2.1** Voting on a Special Resolution will occur either by:

- (a) placing voting forms into a ballot box in person at the special general meeting held for the purpose of considering the Special Resolution; or
- (b) by post; or
- (c) electronically.

**3.0 VOTING**

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

**4.0 SPECIAL GENERAL MEETING REQUIRED**

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

**5.0 NOTICE**

**5.1 Notice of special general meeting**

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

- (a) in writing and posted (or by electronic mail) to all Adult Registered Members of Rangitāne at the last address shown for each such Adult Registered Member of Rangitāne on the Rangitāne

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;

- (b) advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of the Members of Rangitāne reside;
- (c) advertised on the Trust's website (if it has one); and
- (d) such other means as the Trustees may determine.

### **5.3 Content of notice to members**

All notices given in accordance with clause 5.2(a) of this Schedule must 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 if passed;
- (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 or 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 clause 6.1 of this Schedule.

### **5.4 Content of advertisement**

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

## **6.0 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) Working 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.

## **7.0 APPOINTMENT OF CHIEF RETURNING OFFICER**

### **7.1 Appointment of Chief Returning Officer**

For the purposes of the Special Resolution, the Trustees must appoint a Chief Returning Officer who must not be a Trustee or employee of the Trust. The Trustees must 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 Trust Deed, including but not limited to clauses 7.2 to 8.3 of this Schedule.

### **7.2 Chief Returning Officer to receive voting forms**

Voting forms must be addressed to the Chief Returning Officer.

### **7.3 Chief Returning Officer to be present at special general meeting**

The Chief Returning Officer (or his or her nominee) must be present at the special general meeting. The Chief Returning Officer (or his or her nominee) will be available to collect any completed voting forms at the special general meeting. The Chief Returning Officer will also ensure that additional voting forms are available at the special general meeting.

### **7.4 Eligibility to vote**

Those eligible to vote on a special resolution are:

- (a) those Adult Members of Rangitāne recorded in the Rangitāne Register as an Adult Registered Member of Rangitāne on the closing day for voting; and
- (b) subject to clause 7.5(b) of this Schedule, any other Adult Member of Rangitāne who has on or before the closing date for voting provided to the Chief Returning Officer an application form for registration which complies with clause 3.1 of the First Schedule.

Any vote cast under clause 7.4(b) of this Schedule is a Provisional Vote.

### **7.5 Only one vote to be cast**

The Chief Returning Officer must:

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

### **7.6 Recording of votes**

The Chief Returning Officer must keep a record of all votes received.

## **8.0 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 will 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 must certify the result of the Special Resolution and communicate the result to the Trustees.

### **8.3 Provisional Votes**

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

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

## **9.0 PROCEEDINGS AT SPECIAL GENERAL MEETING**

- 9.1** Except as otherwise set out in this Schedule, the provisions of clause 14.0 of the Trust Deed apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting will be conducted accordingly.

## **FIFTH SCHEDULE INITIAL TRUSTEES**

### **1.0 BACKGROUND**

- 1.1** The Trust is being established prior to the comprehensive settlement of the Rangitāne Claims between Rangitāne and the Crown. It is envisaged that prior to the Trust receiving redress under the comprehensive settlement, the Trust may receive redress via on account settlements.
- 1.2** The Initial Trustees have a particular role during their term as Trustees. This Schedule sets out specific rules that apply to the Initial Trustees.

### **2.0 THIS SCHEDULE TO OVERRIDE**

- 2.1** Where there is a conflict between this Schedule and other provisions contained in the Trust Deed or Schedules, this Schedule will apply. For the avoidance of doubt, clause 2.2 of the Second Schedule applies during the Initial Period.

### **3.0 INITIAL TRUSTEES**

- 3.1** The Initial Trustees are those trustees set out in clause 3.1.

### **4.0 INITIAL TRUSTEES TO HOLD OFFICE**

- 4.1** The Initial Trustees are to hold office from the date of this Trust Deed until the first elections (the Initial Period).

### **5.0 QUORUM**

- 5.1** Notwithstanding clause 3.1 of the Third Schedule, three (3) Initial Trustees will constitute a quorum at meetings of the Initial Trustees.

### **6.0 PLANS OF THE INITIAL TRUSTEES**

- 6.1** The Initial Trustees are required to prepare the initial plan in accordance with clause 9.2.
- 6.2** Notwithstanding the provisions of clauses 9.1 and 9.3, the Initial Trustees are not required to prepare an Annual Plan or a Five Year Plan. The Initial Trustees may commence preparation of the Five Year Plan if the Initial Trustees consider it necessary to do so.

### **7.0 RETIREMENT AND APPOINTMENT OF FURTHER INITIAL TRUSTEES**

- 7.1** An Initial Trustee may retire at any time during the Initial Period by notifying the remaining Initial Trustees in writing of that decision to retire.
- 7.2** If during the Initial Period, an Initial Trustee retires or dies, the remaining Initial Trustees have the power to appoint a new Initial Trustee in the place of the Initial Trustee who has retired or died. Any replacement Initial Trustee appointed pursuant to this clause will hold office for the remainder of the Initial Period.
- 7.3** When making an appointment of a new Initial Trustee, the Initial Trustees must have regard to the principal of kotahitanga. Any new Initial Trustee must be an Adult Member of Rangitāne.

**8.0 RESTRICTION ON TRANSACTIONS DURING THE INITIAL PERIOD**

**8.1** For the avoidance of doubt, the Major Transactions provisions of this Trust Deed apply during the Initial Period, including those set out at clause 2.5.

**9.0 APPOINTMENT OF THE FIRST ELECTED TRUSTEES**

**9.1** The Initial Trustees are responsible for facilitating the first election of Trustees which must take place on the earlier of:

- (a) the signing of the Deed of Settlement; and
- (b) two years from date of their appointment.

**9.2** The first election must take place in accordance with the Second Schedule.

**9.3** The First Elected Trustees will hold office from the date of their appointment directly following the first election.

**9.4** Each Initial Trustee will be eligible for nomination as a First Elected Trustee provided that person meets the eligibility requirements contained in this Trust Deed.

**10.0 EXPIRATION OF THE INITIAL PERIOD**

**10.1** On the expiration of the Initial Period, each Initial Trustee must stand down as a Trustee unless he or she has been elected as one of the First Elected Trustees.