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

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RANGITĀNE TŪ MAI RĀ TRUST DEED

Executed as a deed on the 16th day of November 2024

BACKGROUND

A. The Rangitāne Tū Mai Rā Trust (the **Trust**) is the post settlement governance entity representing iwi members of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua. The Trust was established by the Rangitāne Tū Mai Rā Trust Deed (the **Trust Deed**) dated 28 March 2014 (as amended in or around March 2017), 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-ā-Rua. The Trust is directly accountable to the Members of Rangitāne as beneficiaries of the settlement assets.

- B. A second review of this Trust Deed was initiated in 2021, resulting in a more clearly defined relationship between the Trust and the two Rūnanga. Amendments were made to more fully take into account Rangitāne values and move away from the initial Trust Deed prepared based on the Crown template, providing the appropriate level of guidance and flexibility.
- C. Four key principles shaped and developed the initial Trust Deed and continue to underpin the Trust and its overall structure. These principles are as follows:
- (a) **Kotahitanga** - To develop a post settlement governance model that embraces kotahitanga, so that over time the people of Rangitāne o Tamaki nui-ā-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-ā-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) **Hāmuatanga** - To enhance the identity of Rangitāne as an iwi in Tamaki nui-ā-Rua and Wairarapa.

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

- (a) **Adult Registered Member of Rangitāne** means a Member identified on the Rangitāne Register as being 18 years of age or over;
- (b) **Annual Report** means the annual report of the Rangitāne Group which is prepared by the Trustees in accordance with clause 7.1;

- (c) **Chairperson** means the chairperson or co-chairpersons of the Trust appointed from time to time by the Trustees in accordance with clause 4.0 of the First Schedule;
- (d) **Custodian Trustee** means the custodian trustee that may be appointed or incorporated in accordance with clause 16.1;
- (e) **Customary Rights** means rights according to tikanga Māori, including:
 - (i) rights to occupy land; and
 - (ii) rights in relation to the use of land or other natural or physical resources;
- (f) **Deed of Settlement** means the deed dated 6 August 2016 entered into between Rangitāne and the Crown recording the settlement of the Rangitāne Claims;
- (g) **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 First Schedule;
- (h) A person is **descended** from another person if the first person is descended from the other by:
 - (i) birth; or
 - (ii) legal adoption; or
 - (iii) Māori customary adoption in accordance with the applicable tikanga of Rangitāne;
- (i) **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;
- (j) **Major Transaction** has the meaning given to it in the Second Schedule;
- (k) **Member of Rangitāne** means an individual referred to in clauses 1.1(m) and 1.1(bb);
- (l) **Plans** means the plans prepared in accordance with the policies established under clause 6.1;
- (m) **Rangitāne** means:
 - (i) the collective group comprised of persons who descend from a Rangitāne Ancestor;
 - (ii) every whānau, 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) Ngāti Hāmua;
 - (B) Ngāi Tamahau;
 - (C) Ngāti Te Raetea;
 - (D) Hineteaorangi;

- (E) Ngāti Mātangiuru;
- (F) Ngāti Te Hina;
- (G) Ngāti Te Whātui;
- (H) Ngāti Te Noti;
- (I) Ngāti Tangatakau;
- (J) Ngāti Taimahu;
- (K) Ngāi Tūkoko;
- (L) Ngāti Te Atawhā;
- (M) Ngāti Te Whakamana;
- (N) Ngāti Meroiti;
- (O) Ngāti Hinetauirā;
- (P) Ngāti Tauiao;
- (Q) Ngāti Moe;
- (R) Ngāti Te Rangihaka-ewa;
- (S) Ngāti Mutuahi;
- (T) Ngāti Pakapaka;
- (U) Ngāti Parakiorē;
- (V) Te Kapuārangi;
- (W) Ngāti Ruatōtara;
- (X) Ngāti Rangitōtohu;
- (Y) Ngāti Te Koro o Ngā Whenua;
- (Z) Ngāti Matetapu;
- (AA) Ngāti Whakawehi;
- (BB) Ngāi Tahu; and
- (CC) Te Hika o Pāpāuma as defined at clause 1.1(bb); and

(iii) Every individual referred to in paragraph (i) of this definition.

- (n) **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(m);
- (o) **Rangitāne Area of Interest** means the Area of Interest of Rangitāne as identified and defined in the Deed of Settlement;
- Elaine Durie
(p) **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;
- (q) **Rangitāne Group** means the Trust, its Subsidiaries (if any) and any other person or entity that the Trustees determine in writing should form part of the Rangitāne Group;
- (r) **Rangitāne Register** means the register of Members of Rangitāne that is to be looked after by the Trustees in accordance with the Third Schedule to this Trust Deed;
- (s) **Related Person** has the same meaning as provided in the Income Tax Act 2007;
- (t) **ROTNAR** means Rangitāne o Tamaki nui-ā-Rua Incorporated, incorporated by the Registrar of Incorporated Societies on 24 November 1989 and under incorporation number 451769;
- (u) **ROW** means Rangitāne o Wairarapa Incorporated, incorporated by the Registrar of Incorporated Societies on 27 November 1989 and under incorporation number 450918;
- (v) **Rūnanga** means ROTNAR and ROW jointly;
- (w) **Senior Executive** means the person appointed in accordance with clause 4.1, the title for whom will be determined by the Trustees (for example, "Chief Executive", or "General Manager");
- (x) **Settlement Act** means the 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;
- (y) **Settlement Date** means the date defined as the Settlement Date in the Deed of Settlement and Settlement Act;
- (z) **Special Resolution** means a resolution that has been passed with the approval of at least 75% of the Adult Registered Members of Rangitāne who validly cast a vote in accordance with the process set out in the First Schedule;
- (aa) **Subsidiary** means any entity or trust that is wholly owned or controlled directly by the Trust, established under the Fifth Schedule;
- (bb) **Te Hika o Pāpāuma** means:
- (i) the collective group which includes individuals who descend from the ancestor Pāpāuma, who is the eponymous ancestor of Te Hika o Pāpāuma; and

- (ii) every whānau 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 Pāpāuma and, together with intermarriage and geographic proximity to each other, a special relationship has developed that remains in place today;

- (cc) **Trust** means the trust established under this Trust Deed which is to be called the Rangitāne Tū Mai Rā Trust;
- (dd) **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 but not limited to 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;
- (ee) **Trust Deed** means this deed of trust and includes the background and the schedules to this deed;
- (ff) **Trust Office** means the offices of the Trust as fixed by the Chairperson(s) from time to time (and for the avoidance of doubt may be a physical address or an electronic address);
- (gg) **Trust's Purposes** means the objects and purposes set out in clause 2.4;
- (hh) **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 Sixth 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;
- (ii) **Working Day** means:
 - (i) Any day other than Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Waitangi Day, Matariki, Wellington Anniversary Day, Hawke's Bay Anniversary Day and any other Public Holiday as defined in the Holidays Act 2003; and
 - (ii) Any day other than any day in the period commencing with the 24th day of December in any year, and ending with the 12th 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 specifying the singular include the plural and vice versa;
- (b) references to one gender includes all other genders;

- (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 will 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 is reference to a clause, recital or a schedule to this Trust Deed;
- (f) the schedules to this Trust Deed 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 in accordance with the Companies Act 1993;
- (i) references to a subsidiary or subsidiaries are references to a subsidiary or subsidiaries as defined by the Companies Act 1993; and
- (j) for the avoidance of doubt, any notice or notices to be given in accordance with the terms of this Trust Deed may be given by electronic means.

2.0 CONSTITUTION, STATUS AND OBJECT OF THE TRUST

2.1 Trust Established

The Trustees hold the Trust's Assets on trust and with the powers set out in this Trust Deed. The Trust will be known as the Rangitāne Tū Mai Rā Trust.

2.2 Trust Management

The Trust will be governed and managed 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 things that they consider necessary in their sole discretion to perform or otherwise carry out the Trust's Purposes, including but not limited to the specific powers set out in the Seventh Schedule.

2.4 Object and purpose of the Trust

The Trust was established for the purpose of receiving, managing, holding and administering 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 but not limited to:

- (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; and
- (f) preserving, enhancing and maintaining the natural environment of Rangitāne.

2.5 Principles of the Trust

The Trust was established and developed in accordance with the four key principles set out in paragraph C of the Background. The actions of the Trust must always be governed by, and consistent with, those key principles, and undertaken in conjunction with the Rūnanga where possible to ensure Hāmuatanga.

2.6 Restriction on Major Transactions

Notwithstanding clause 2.3, neither the Trustees nor any entity which is part of the Rangitāne Group may enter into a Major Transaction, unless that Major Transaction:

- (a) is approved by Special Resolution; or
- (b) is contingent on approval by Special Resolution.

3.0 TRUSTEES

3.1 Appointment of Trustees

Trustees will be appointed in accordance with the Sixth Schedule.

3.2 Trustees' discretion

Subject to any requirements set out in this Trust Deed, and in accordance with the law, the Trustees will control and supervise the Trust's business of the Trust in the manner they, in their sole discretion, see fit.

3.3 Proceedings of Trustees

Except as otherwise set out in this Trust Deed the proceedings and other affairs of the Trustees will be conducted in accordance with the First Schedule.

3.4 Trustees' Remuneration

No remuneration will be paid to a Trustee in their capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of Rangitāne present at an annual general meeting. Each of these resolutions must set out the exact remuneration that is to be paid to the Trustees as a monetary sum per annum and whether the sum is payable either to all of the Trustees together or to a particular Trustee only. This clause 3.4 will not apply where a Trustee is engaged in their personal capacity as set out in clause 4.2, in which case remuneration will be set by agreement between the parties.

3.5 Trustee Expenses

- (a) Trustees will be entitled to be reimbursed for reasonable verifiable out-of-pocket expenses reasonably incurred in relation to their role as Trustees.
- (b) Records of Trustee expenses will be made available to any Member of Rangitāne on request, provided that the Trustees may charge any reasonable copying and/or postage costs incurred in meeting such request.

4.0 SENIOR EXECUTIVE(S) AND OTHER EMPLOYEES

4.1 Trustees may appoint Senior Executive(s)

The Trustees may (on such terms as the Trustees may decide) appoint a Senior Executive or Senior Executives to manage the day to day operations of the Trust which may include, without limitation, carrying out the Trustees' planning, reporting and monitoring obligations under this Trust Deed.

4.2 Trustees and employment

Unless agreed otherwise by a resolution of the Adult Registered Members of Rangitāne, Trustees may not:

- (a) hold the position of a Senior Executive; or
- (b) be employed to any entity or trust in the Rangitāne Group.

Notwithstanding the above, a Trustee may otherwise be contracted in their personal capacity to an entity or trust in the Rangitāne Group.

5.0 SUBSIDIARIES

The Trustees may establish and maintain the operation of Subsidiaries as set out in the Eighth Schedule.

6.0 POLICIES AND PLANS

6.1 Policies and Plans

- (a) The Trustees will establish and put into operation policies regarding the preparation, content, timing and review of such plans as the Trustees may consider necessary to ensure the Members of Rangitāne are kept up to date on the vision, activities and performance of the Trust and each Subsidiary (**Plans**).
- (b) The Trustees will:
 - (i) ensure that the Trust and each Subsidiary prepares and updates each Plan in accordance with the relevant policy(ies);
 - (ii) ensure that all policies established under clause 6.1(a), and all Plans prepared in accordance with such policies, will be made available on the Trust's website, and provide copies on request; and
 - (iii) include as an agenda item at each annual general meeting of the Trust an update on the Plans.

7.0 ANNUAL REPORTS, ACCOUNTS AND AUDITOR

7.1 Preparation of annual report

The Trustees must prepare an annual report, an overview of the annual report and report on Subsidiaries in accordance with the Eighth Schedule.

7.2 Appointment of auditor

The appointment of the auditor for each Income Year must be authorised by a resolution of the Adult Registered Members of Rangitāne present at each annual general meeting in accordance with the Ninth Schedule.

8.0 DISCLOSURE OF INTERESTS

8.1 Definition of interested Trustee

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

- (a) is a party to, or will gain 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 gain 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 gain a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

8.2 Disclosure of interest to other Trustees

After becoming aware of the fact that they are interested in a matter, transaction or a proposed matter or transaction, a Trustee must disclose to their 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.

8.3 Recording of interest

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

8.4 Dealings with interested Trustee

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

9.0 PROHIBITION OF BENEFIT OR ADVANTAGE

9.1 In:

- (a) the carrying on of any business by any member of the Rangitāne Group under this Trust Deed; and
- (b) the exercise of any power authorising the remuneration of the Trustees,

no Related Person may receive, by any means, any benefit, advantage or income, where that Related Person (in their capacity as a Related Person) is able by virtue of that capacity in any way (whether directly or indirectly) to decide or 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 received.

10.0 DISCLOSURE OF TRUSTEE REMUNERATION ETC.

10.1 The annual report prepared in accordance with clause 7.1 must show the amount of any remuneration paid to any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity insurance in the financial statements including any payments made in accordance with clause 12.0.

11.0 LIABILITY OF TRUSTEES

A Trustee will only be liable for losses attributable to their dishonesty or to their wilful commission or omission of an act which they know 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 breach or alleged breach.

12.0 INDEMNITY AND INSURANCE

12.1 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 they incur in defending any civil or criminal proceedings issued because of their 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) they were acting in good faith in a way that they believed to be in the best interests of the Trust with the object of fulfilling the Trust's Purpose.

12.2 Indemnity and insurance costs to be just and equitable

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

12.3 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.

12.4 Record of decisions

All decisions made under this clause 12.0 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 a decision was made, together with the reasons why indemnities or insurance costs were thought by the Trustees to be just and equitable.

13.0 RANGITĀNE NOT TO BE BROUGHT INTO DISREPUTE

13.1 Trustees not to bring into disrepute

No Trustee will act in a way 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 7.7(a)-(g) of the Sixth Schedule arise.

13.2 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 Subsidiary are not to act in a way which brings or is likely to bring the Trust, the Trustees or any entity in the Rangitāne Group into disrepute.

13.3 Trustee may be censured or removed

Any Trustee that acts in a way 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 at least 75% of the other Trustees in office (excluding the Trustee in question).

13.4 Censure or removal to be notified

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

13.5 Effect of removal

- (a) A Trustee removed from office in accordance with clause 13.3 will cease to hold office as a Trustee immediately and will not be entitled to be re-elected as a Trustee for a period of at least three (3) years following their removal.

- (b) Each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust's Assets to the other Trustees, and any replacement trustee, in the event that the Trustee is removed from office under clause 13.3.

13.6 Replacement of trustee

The removal of a Trustee in accordance with clause 13.3 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 3.4 of the Sixth Schedule. If a casual vacancy arises:

- (a) it must be filled in accordance with clause 5.3 of the Sixth Schedule; and
- (b) the election process must take place within six (6) months of any removal of a Trustee.

14.0 GIFTS OR DONATIONS

14.1 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 on 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 in accordance with this clause will be dealt with in accordance with the terms of that trust and will not form part of the Trust's Assets.

14.2 Specific trusts to be separate

If the Trustees accept a trust for any specific purpose as set out in clause 14.1, 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 the trust, and any income acquired 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.

14.3 Use of specific trust assets

The Trustees will not use the assets of any separate specific trust to rectify 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 rectify any deficit, loss, damage or breach of trust relating to any specific trust.

14.4 Expenses of specific trusts

Each separate specific trust will cover its own administration/management expenses plus a fair proportion of the administration/management expenses applicable to that specific trust as decided by the Trustees.

15.0 RECEIPTS FOR PAYMENTS

- 15.1 The receipt of any payment by the Trustees, signed by any person or persons authorised to give receipts on behalf of the relevant payee, will be a complete discharge of the Trustees' obligation in relation to that payment.

16.0 CUSTODIAN TRUSTEE

- 16.1 The Trustees may appoint or incorporate a Custodian Trustee and, on any appointment or incorporation, the following clauses 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 entrusted in the Custodian Trustee as if the Custodian Trustee were sole Trustee;
- (c) the Custodian Trustee holds the title granted to them 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 will remain entrusted 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 of the documents and perform all of the acts as the Trustees direct in writing;
 - (ii) the Custodian Trustee will not be liable for acting on any direction given by the Trustees;
 - (iii) if the Custodian Trustee is of the opinion that any direction conflicts with the Trust Deed 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 directions of this nature will bind both the Custodian Trustee and the Trustees (if 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, if the Custodian Trustee is not knowingly a participant in any wilful breach of trust by the Trustee(s);
- (g) all actions and proceedings relating 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 any actions or proceedings; and
- (h) no person dealing with the Custodian Trustee will be required to enquire as to the coexistence or otherwise of the Trust, or be affected by notice of the fact that the Trust has not concurred.

17.0 AMENDMENTS TO TRUST DEED

17.1 Special Resolution required

Subject to clauses 17.2 and 17.3, this Trust Deed may only be amended with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

17.2 Limitations on amendment

No amendment can be made to the Trust Deed which:

- (a) changes the Trust's Purposes in 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 17.2;
- (c) changes clause 19.0;
- (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 17.1;
- (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.

17.3 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 17.3 must:

- (a) comply with clause 17.2;
- (b) be in writing (including via electronic means) and addressed to the Chairperson(s); 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 17.2 and 17.3, the Trustees must call a special general meeting to consider the proposal.

17.4 Proposals to be discarded

Where a proposal for amendments to the Trust Deed does not comply with 17.2 and 17.3, 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 17.4 the Trustees may, in their discretion, discuss it at the next annual general meeting.

17.5 Deed of Amendment to be prepared

Where amendments to the Trust Deed have been approved by Special Resolution, those amendments will be incorporated either in a Deed of Amendment in the Trust Deed, or a restated version of this Trust Deed, in either event signed by the Trustees.

18.0 RESETTLEMENT

18.1 The Trustees have the power to settle or resettle (all or some of the property of a trust is resettled onto a different trust), any or all of the Trust's Assets on trust in any way in which, in the opinion of the Trustees is for the advancement or benefit of the present and future Members of Rangitāne. Resettlement must be approved by a Special Resolution.

19.0 TERMINATION OF TRUST BY MEMBERS

19.1 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.

19.2 On the termination or dissolution of this Trust under clause 19.1, 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 each payment does not cause the Trust to extend beyond its maximum duration under the Trusts Act 2019 (as applicable).

20.0 TRUST PERIOD

20.1 Unless otherwise stated in the Settlement Act, this Trust is deemed to have commenced on the date of this Trust Deed and its maximum duration is one (1) day less than the maximum duration for trusts as set out in the Trusts Act 2019.

21.0 ARCHIVING OF RECORDS

21.1 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.

21.2 Records to be archived

After the expiry of seven (7) years the relevant entity in the Rangitāne Group must archive the records of that entity for any period as the Trustees consider necessary bearing in mind the commercial or other sensitivity of the records, or the potential need for the records in the future.

22.0 DISPUTE RESOLUTION

22.1 The Trustees adopt a dispute resolution policy in accordance with clause 6.1.


22.2 If a dispute arises and the Trustees have not adopted a separate dispute resolution policy under clause 22.1, the dispute resolution process in the Eleventh Schedule will apply.

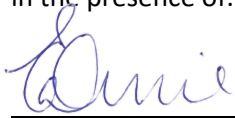
23.0 REVIEW OF TRUST DEED

23.1 Review of Trust Deed

The Trustees will ensure that this Trust Deed is reviewed regularly during the duration of the Trust.

Signed by **Sonya Amena Rimene** as a **Trustee**)
in the presence of:)





Signature of Witness

Elaine Durie

Name of Witness

Operations Manager

Occupation

483 Ruahine Street, Palmerston North

Address

Signed by **Mavis Mullins** as a **Trustee** in the)
presence of:)





Signature of Witness

Elaine Durie

Name of Witness

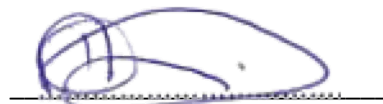
Operations Manager

Occupation

483 Ruahine Street, Palmerston North

Address

Signed by **Hinekura Reiri** as a **Trustee** in the)
presence of:)





Signature of Witness

Elaine Durie

Name of Witness


Operations Manager

Occupation

483 Ruahine Street, Palmerston North

Address

Signed by **Paige Bradey** as a **Trustee** in the presence of:)
)
)





Signature of Witness

Elaine Durie

Name of Witness


Operations Manager

Occupation

483 Ruahine Street, Palmerston North

Address

Signed by **Aroha Pirere** as a **Trustee** in the presence of:)
)
)





Signature of Witness

Elaine Durie

Name of Witness

Operations Manager

Occupation

483 Ruahine Street, Palmerston North

Address

Signed by **Piriniha Edward Tikawenga Te Tau**)
as a **Trustee** in the presence of:)

P. E. J. Te Tau

Elaine Durie

Signature of Witness

Elaine Durie

Name of Witness

Operations Manager

Occupation

483 Ruahine Street, Palmerston North

Address

Signed by **Yvette Rewa Grace** as a **Trustee** in)
the presence of:)

Y. Grace

Elaine Durie

Signature of Witness

Elaine Durie

Name of Witness

483 Ruahine Street, Palmerston North

Occupation

483 Ruahine Street, Palmerston North

Address

FIRST 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 all steps necessary to convene the 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 they may be contacted while overseas. No notice is required for suspended meetings except to those Trustees who were not present when the meeting was suspended.

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 a waiver before 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 the meeting or the proceedings at the meeting.

3.0 QUORUM

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) or two (2) of their number to be Chairperson or Chairpersons as the case may be, and (at their discretion) one (1) to be Deputy Chairperson.

4.2 Voting on appointment

Where there are more than two candidates for the Chairperson roles (or Deputy Chairperson, as the case may be) then a vote will be taken and the two (2) persons receiving the most votes in favour of their appointment will become the Chairpersons (or Deputy Chairperson).

4.3 Termination of office

- (a) A Chairperson (or Deputy Chairperson) will cease to hold office after:
 - (i) an election of Trustees;
 - (ii) in the event that they resign from that office;
 - (iii) they cease to be a Trustee; or
 - (iv) is removed from office by the Trustees passing a resolution of no confidence in them.
- (b) In the event that a 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(s) will have a second vote, that being a casting vote (and for the avoidance of doubt where there is more than one Chairperson, they will together have only one casting vote).

5.2 Chairperson/s

The Chairperson(s) will chair all meetings of the Trustees. If a Chairperson is not present then the Deputy Chairperson, if there is one, must 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 regardless of any vacancy or vacancies in their body, but their number is reduced below the minimum number of Trustees required by clause 3.4 of the Sixth 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

If it is afterwards discovered that there was some defect in the appointment of a 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 person had been duly appointed and was qualified to act

6.0 UNRULY MEETINGS

If:

- (a) any meeting of Trustees becomes so unruly or disorderly that, in the opinion of a Chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly way; or
- (b) if any meeting becomes excessively lengthy in the opinion of a Chairperson;

the Chairperson may, and without giving any reason:

- (c) adjourn the meeting; or
- (d) direct that any uncompleted item, or items, of business of which notice was given and which, in their opinion, requires to be voted on, be put to the vote without further discussion.

7.0 APPOINTMENT OF COMMITTEES BY TRUSTEES

7.1 Trustees may appoint committees

The Trustees may from time to time, as they think expedient, appoint one (1) or more Trustees to be a committee for making any inquiry or carrying out any task on any terms as the Trustees may, by resolution, direct. 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 committee.

7.2 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, the reports must:

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

7.3 Regulation of procedure by committees

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.

8.0 WRITTEN RESOLUTIONS

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. A resolution may comprise several duplicated or electronically scanned documents, each signed by one (1) or more of the Trustees.

9.0 ~~9.0~~ MINUTES

9.1 Minutes to be kept

The Trustees must keep a proper record in a minute book (which for the avoidance of doubt may be held electronically) of all decisions made and business transacted at every meeting of the Trustees.

9.2 Minutes to be evidence of proceedings

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

9.3 Minutes to be evidence of proper conduct

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

10.0 ELECTRONIC MEETINGS

10.1 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 of the clauses 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 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 their presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the Electronic Meeting by disconnecting their telephone or other means of communication without first obtaining a 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 they leave the meeting with a 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 a Chairperson of that meeting.

11.0 FORMS OF CONTRACTS

11.1 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.

11.2 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.

11.3 Contracts pursuant to a resolution

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

SECOND SCHEDULE

MAJOR TRANSACTIONS

1. The following are included as major transactions for the purposes of the Trust:
 - (a) the acquisition of, or an agreement to acquire, whether contingent or not, property (whether real or personal) (“Property”) by that entity the value of which is more than half the value of the Trust’s Assets before the acquisition; or
 - (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that entity the value of which is more than half the value of the Trust’s Assets before disposition; or
 - (c) a transaction that has or is likely to have the effect of that 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 excludes the following:
 - (d) any transaction entered into by a receiver appointed in accordance with 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
 - (e) 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.
2. Nothing in paragraph 1(c) of this Schedule 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.
3. For the purposes of paragraphs 1(a) to 1(c) of this Schedule, the value of the Trust’s Assets will be calculated based on the value of the assets of the Rangitāne Group.

THIRD 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 their 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) any other evidence as the Trustees may from time to time require to support the 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 their legal guardian; or

- (b) in relation to Members of Rangitāne who are under the age of 18 years, by their parent or legal guardian on their 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 in accordance with 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 be made up of a minimum of three (3) but 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 hapū of ROTNAR; and
- (c) one (1) person selected by the Trust to represent the interests of the hapū of ROW.

4.3 Consideration of applications

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

4.4 Decisions to be made on applications

On 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 must 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 their application reconsidered by the Membership Validation Committee. An application for reconsideration may only be made on the basis of new evidence or supporting information (being evidence or supporting information that was not submitted or considered as part of any previous application) verifying 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 the Eleventh Schedule.

5.0 MAINTENANCE OF REGISTER

5.1 Trustees to establish policies

The Trustees will take all steps and put into operation all 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. The Trustees will also publish an up to date Register (limited by the information held by the Trustees) on the Trust's website, or provide an up to date Register on written request.

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. These policies will include details 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 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 their name is included in the Rangitāne Register and that their 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.

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 17.0; or
- (c) approve a resettlement in accordance with clause 18.0; or
- (d) terminate the Trust in accordance with clause 19.0;

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 cast a valid 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 a special general meeting.

5.0 NOTICE

5.1 Notice of special general meeting

The Trustees must give at least 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 as follows:

- (a) in writing and posted (or by electronic mail) to all Adult Registered Members of Rangitāne at the last address shown for each 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) if the Trustees deem it necessary or appropriate, 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) all 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 (including online line where applicable) 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 methods 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 methods; and
- (f) a voting form. The voting form can be sent via postal voting or electronic methods. If the voting form is sent via electronic methods the voting form must also contain sufficient information to verify the voter and the voting documents issued to that voter in accordance with 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. All other votes that are validly cast are able to be counted if they are received by the Chief Returning Officer at least 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 “**Chief Returning Officer**”). 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 their nominee) must be present at the special general meeting. The Chief Returning Officer (or their 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 Second 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 in accordance with 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

On 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 decided 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 in accordance with 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 regardless that the validity of the provisional votes has not been confirmed in accordance with 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 the Ninth Schedule 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

SUBSIDIARIES

1.0 ESTABLISHMENT AND OPERATION OF SUBSIDIARIES

1.1 Establishment of Subsidiaries

The Trustees may establish Subsidiaries for the purposes of controlling and supervising the use of the Trust's Assets on behalf of Rangitāne.

1.2 Ownership and control of Subsidiaries

- (a) The Trustees are responsible for overseeing the operations of any Subsidiaries, and ensuring that all Subsidiaries hold and manage the Trust's Assets solely for the benefit of Rangitāne.
- (b) The Trustees must ensure that:
 - (i) where a Subsidiary is a company, they hold and retain all of the shares in that Subsidiary; and
 - (ii) they retain the sole power to appoint and remove the trustees and/or directors (or any other controlling person and/or body) of any Subsidiary; and
 - (iii) the Subsidiaries operate and carry out their activities in a manner consistent with the Trust's Purposes.

1.3 Trustee may fund Subsidiaries

The Trustees may fund Subsidiaries by:

- (a) distributing capital or income;
- (b) making advances to the Subsidiary; or
- (c) by any other means as long as they are consistent with the Trust's object and Purpose.

1.4 Remuneration of directors and other trustees

The Trustees will set the remuneration payable to any director or trustee (or any other controlling person and/or body) of any Subsidiary.

1.5 No influence in determining remuneration

A Trustee who receives remuneration under clause 1.4 of this Schedule may not:

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

2.0 APPOINTMENT OF DIRECTORS AND TRUSTEES

2.1 Appointment and removal of directors and trustees

Subsidiaries will be established on terms which ensure that the directors and trustees (or other controlling person and/or body) of each Subsidiary are appointed and removed by the Trustees.

2.2 Trustees as directors and trustees of Subsidiaries

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

2.3 Appointments with regard to skills and expertise

The Trustees must only appoint a director, trustee or other controlling person and/or body of a Subsidiary if that person has the particular skills and expertise that are necessary to the Subsidiary, 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 for the relevant Subsidiary.

SIXTH SCHEDULE

ELECTIONS OF TRUSTEES

1.0 DEFINITIONS

1.1 Definitions

In this Sixth Schedule, unless the context otherwise requires:

- (a) "**Adult Member of Rangitāne**" means a Member of Rangitāne who is 18 years of age or over;
- (b) "**Chief Returning Officer**" means the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with clause 7.1 of the Fourth Schedule; and
- (c) "**Electoral Review Officer**" means the person appointed to act as electoral review officer in accordance with clause 14.2 of this Sixth Schedule.

2.0 PROCEDURE

2.1 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.

3.0 ELIGIBILITY FOR APPOINTMENT

3.1 Nominee to be registered

To be elected as a Trustee a nominee must, by the closing date for nominations, be recorded in the Rangitāne Register as an Adult Registered Member of Rangitāne and be eligible in accordance with clauses 7.7 and 7.8 of this Schedule.

3.2 Trustees' roles

- (a) A Trustee may not hold the position of Senior Executive nor be an employee of any entity or trust in the Rangitāne Group.
- (b) No more than 40% of the then current Trustees may be appointed as trustees or directors of any entity in the Rangitāne Group other than the Trust.
- (c) A Trustee may otherwise contract to an entity or trust in the Rangitāne Group.

3.3 Trustees may not be director or trustee of other entity

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.

3.4 Number of Trustees to be limited

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

3.5 Trustees may determine skills required

From time to time, the Trustees may determine that certain specific skills and/or competencies would be beneficial to the Trust, and may outline those skills and competencies in writing on the Trust's website ahead of each election. Where appropriate, the Trustees may require potential new Trustees to undertake training or other upskilling prior to elections.

3.6 Screening Committee

- (a) The Trustees may from time to time appoint a screening committee, comprised of two Trustees, to assess the suitability of persons nominated to the office of Trustee.
- (b) The screening committee may assess factors such as the potential nominee's role in the community and history of service, education, relevant governance or other experience, and whether the potential nominee possesses the skills and/or competencies identified by the Trustees pursuant to clause 3.5.
- (c) The screening committee will be bound by the principles of natural justice at all times when assessing potential nominees and must not show any personal bias of any kind, particularly but not limited to discrimination on the grounds which are prohibited by Part 2 of the Human Rights Act 1993.

4.0 ELECTION OF TRUSTEES

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

4.2 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 whānau/hapū affiliations. If there is an equal number of votes for the last available position, then the successful candidate will be decided by drawing a name from a hat.

5.0 TERM OF OFFICE

5.1 Term of office

Subject to clauses 5.2, 5.5, 7.7, and 16.0 of this Schedule, and clause 13.3, each Trustee will hold office for a term of four (4) years.

5.2 Eligibility of retiring Trustees

Retiring Trustees will be eligible for re-election.

5.3 Casual Vacancies

If:

- (a) no person is elected to replace a Trustee following that Trustee's retirement; or
- (b) any casual vacancy arises before 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 3.4 of this Schedule; and

- (d) the term to run for that vacant position in either (a) or (b) of this clause is more than six months,

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

5.4 **Term of casual appointments**

In the case of an appointment made in accordance with clause 5.3 of this Schedule the Trustee who is appointed will, as the case may be, hold office:

- (a) in the case of a Trustee appointed under clause 5.3(a) of this Schedule, for the same term as that Trustee would have been appointed had they been appointed, immediately following the retirement of the previous Trustee; or
- (b) in the case of a Trustee appointed under clause 5.3(b) of this Schedule, for the balance of the term of office of the Trustee that they have replaced.

5.5 **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 the date as decided by the elected Trustees, or at the next annual general meeting of the Trust, whichever is 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 5.5(b) overrides clauses 5.1 and 5.4 of this Schedule in relation to a co-opted Trustee; but
 - (ii) nothing in this clause 5.5(b) prevents a co-opted Trustee from standing for election, or the appointment of one or more co-opted Trustees after an election, as long as the remainder of this clause 5.5 is followed at all times.
- (c) Each co-opted trustee must meet the eligibility requirements stated in clause 3.0 of this 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 be more than the number of elected trustees.
- (e) This clause overrides clause 5.3 and 5.4 of this Schedule. Nothing in this clause permits more than the maximum number of trustees stated in clause 3.4 of this Schedule to hold office.

6.0 **TIMING OF ELECTIONS**

The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under clause 5.3 of this Schedule or to the extent that any review under clause 15.0 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.

7.0 MAKING OF NOMINATIONS

7.1 Calling for nominations

If there are vacancies that require elections, the Trustees must give notice calling for nominations for the Trustee positions at least three (3) months before the annual general meeting of the Trust for that Income Year, and in sufficient time for the election to be concluded in accordance with clause 6.0 of this Schedule. The notice must specify the method of making nominations, the requirement in clause 3.1 of this Schedule in terms of Trustee eligibility, any specific skills and/or competencies sought in accordance with clause 3.5 of this Schedule, and the latest date by which nominations must be made and lodged.

7.2 Timing for nominations

- (a) All nominations must be lodged with the Trustees no later than fifteen (15) Working Days following the date on which the notice calling for nominations is first given.
- (b) The Trustees will immediately refer the nomination to the screening committee, if appointed, for assessment in accordance with clause 3.6 above. For the avoidance of doubt if no screening committee is appointed, the nominee's nomination will be accepted and advertised in accordance with the remainder of this Schedule.
- (c) If the screening committee is satisfied that the potential nominee is suitable for nomination, it will confirm the nominee's nomination in writing to the Trustees and to the nominee no later than three (3) working days prior to the date on which the Trustees are required to give the notice of AGM.

Form of notice

All notices given under this clause must be given:

- (d) 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
- (e) if the Trustees deem it necessary or appropriate, 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; and/or
- (f) by any other means as the Trustees may decide.

7.3 Inclusion of invitation to register

Any notice will also invite applications from qualified persons for inclusion of their names in the Rangitāne Register, and will set out the date by 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 current election.

7.4 Nomination to be in writing

The nomination of a candidate for election as a Trustee must be in writing and signed by a minimum of two (2) Adult Registered Members of Rangitāne who must be listed on the

Rangitāne Register which makes each Member entitled to vote in respect of the election in accordance with this Schedule.

7.5 **Consent of nominee**

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

7.6 **Eligibility for nomination**

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

- (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 agreement or arrangement with their 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 Financial Markets Conduct Act 2013 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 office as a Trustee in accordance with clause 13.3.

7.7 **Nominee to provide information to trustees**

As well as the requirements set out in clause 7.5 and 7.6 of this 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.

7.8 Trust to disclose information

Any information submitted to the Trustees in accordance with clause 7.8 of this Schedule will be disclosed and available to Adult Registered Members of Rangitāne.

8.0 HOLDING OF ELECTIONS

8.1 Method of Voting at Elections

Subject to clause 8.4 of this Schedule, voting at all elections will be by way of secret ballot. Voting forms may be delivered to the Chief Returning Officer by post or by electronic form where available. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Where there is an equal number of votes for the last trustee position, the decision as to the successful candidate will be made by the drawing of lots.

8.2 Hui-a-Rangitāne to be convened ahead of closing date for the election

- (a) After the nominees' submitted information has been disclosed in accordance with clause 7.9 of this Schedule, but otherwise within a reasonable time prior to the closing date for the election, the Trustees must convene a hui-a-Rangitāne at a time, date and place as decided by the Trustees. For the avoidance of doubt, the Trustees may elect to convene the hui-a-Rangitāne via electronic meeting.
- (b) The date, time and place/format of the hui-a-Rangitāne must be advertised in an appropriate metropolitan or regional newspaper circulating in a region where the Trustees consider that a significant number of Members of Rangitāne reside.
- (c) All nominees must present an election speech to the Members of Rangitāne present at the hui-a-Rangitāne. This presentation may be in-person, via electronic meeting, pre-recorded, or via such other means as the Trustees may agree.
- (d) The Chief Returning Officer will decide the order of speakers and length of time permitted for each election speech and question and answer sessions.

8.3 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. To be clear, although no election will take place, there will be a hui-a-Rangitāne held at which any appointments will be communicated to those present.

8.4 Adult Members to vote in elections

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

- (a) they will only be eligible to cast one vote. To be clear, casting one vote means voting for up to the number of candidates to fill the number of trustee vacancies; and
- (b) each Adult Member of Rangitāne must, at the date set 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 and application for which registration as an applicant for registration as a Registered Member of Rangitāne by the date set under clause 6.4 of this Schedule.

9.0 NOTICE OF ELECTIONS

9.1 Key dates to be set

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

- (a) select and set a closing date for the election (being the last day on which a vote may be validly cast in the election); and
- (b) set a date and venue for the hui-a-Rangitāne in accordance with clauses 8.2 and 8.4 of this Schedule.

9.2 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 8.1 of this Schedule.

9.3 Method of giving notice

Notice under clause 9.2 of this Schedule must be made by:

- (a) posting or emailing the notice to all Adult Registered Members of Rangitāne at the last address shown for each 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) if the Trustees deem it necessary or appropriate, 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,

or by such other means as the Trustees may decide.

9.4 General content of notices

Every notice made in accordance with clauses 9.3(a) and 9.3(b) of this Schedule must contain:

- (a) a list of the nominees for election as Trustees;
- (b) the date, time and place/format of the hui-a-Rangitāne; and
- (c) the mode by which votes may be cast as set out in clause 8.1 of this Schedule.

9.5 Additional content of notice

Each notice made in accordance with clause 9.3(a) of this Schedule must also contain:

- (a) a voting form that complies with clause 10.1 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 electronically to the Chief Returning Officer.

9.6 Additional information in other notices

Each notice made in accordance with clause 9.3(b) and 9.3(b) of this Schedule must also give details about how voting forms may be obtained.

10.0 POSTAL VOTING

10.1 Other details to accompany vote

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

10.2 Timing of postal votes

Votes must be made no later than the postal vote closing date for the election of the Trustees. All other votes that are validly cast are able to be counted if they are received by the Chief Returning Officer at least 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.

11.0 APPOINTMENT OF CHIEF RETURNING OFFICER

11.1 Appointment of Chief Returning Officer

For 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 clauses s of this Trust Deed. The Chief Returning Officer will be responsible for co-ordinating Trustee elections.

11.2 Chief Returning Officer to receive voting forms

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

11.3 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.

11.4 Validity of provisional votes

Where an applicant for registration as a Registered Member of Rangitāne has cast a vote in accordance with clause 12.3 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 this Schedule. Where an application is unsuccessful, the vote is invalid.

11.5 Recording of votes

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

12.0 COUNTING OF VOTES

12.1 All votes to be counted

On the expiry date for the receipt of postal votes, the Chief Returning Officer will record and count all valid votes.

12.2 Certification and notifying election result

Once all votes have been counted and the result of the election has been decided 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 then advise the candidates of the result and give notice of the result at the annual general meeting of the Trust in accordance with clause 1.1(e) of the Ninth Schedule. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

12.3 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 in accordance with clause 11.4 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 despite that the validity of the provisional votes has not been confirmed in accordance with clause 11.4 of this Schedule and the provisional votes have not been counted.

13.0 RETENTION OF ELECTION RECORDS

13.1 Compiling and sealing voting records

The Chief Returning Officer must, as soon as practicable after they have certified the result of the election, place all voting forms and other voting records into a sealed packet. The Chief Returning Officer must endorse the sealed packet with 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.

13.2 Retention and disposal of packets

Subject to clause 15.1(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.

14.0 REVIEW OF ELECTION RESULTS

14.1 Candidates may seek review

Where it concerns an election, any candidate may seek a review of that election within ten (10) Working Days after a notice of the election result has been given by the Trustees.

14.2 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 Rōia Māori o Aotearoa, or his, her or their nominee. In the event that Te Hunga Rōia Māori o Aotearoa ceases to exist, the Electoral Review Officer will be appointed by the President of the New Zealand Law Society, or their nominee. Reviews will be carried out by the Electoral Review Officer as required.

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 (grounds must be clearly set out with sufficient detail to enable the Electoral Review Officer to understand precisely the basis on which the review is being sought); and
- (c) be accompanied by any evidence that the applicant for review has to substantiate or evidence the grounds set out in the application.

14.3 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.

14.4 Costs

On making an application for review the applicant must also lodge \$500 with the Trustees towards the costs of undertaking the review. That sum will 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.

15.0 CONDUCT OF REVIEW

15.1 Notification of Electoral Review Officer

On the receipt of an application for review the Trustees will notify the Electoral Review Officer and provide to them:

- (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.

15.2 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 on any matter relating to a review in any way as they think fit. In particular, the Electoral Review Officer may seek any further evidence or reports as they consider necessary, including any reports or evidence from the Chief Returning Officer for the relevant election.

15.3 Electoral Review Officer to be guided by substantial merits

In reaching their conclusion on any review, the Electoral Review Officer will be guided by the substantial merits (real prospect of success) 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 because of a 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 the defect did not materially affect the result of the election.

15.4 Certification of result of review

At the conclusion of the Electoral Review Officer's consideration of the review, they will determine whether:

- (a) the successful candidate, or any other candidate, was correctly elected; or
- (b) whether the election was not valid and should be conducted again;

and will certify their 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.

15.5 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.

15.6 Effect of review

- (a) If, because of a review of the election of a Trustee's replacement under clauses 14.0 and 15.0 of this Schedule, the appointment of that Trustee's replacement has not been completed by the expiry of the Trustee's term, then that Trustee will continue to hold office by virtue of their previous appointment until the review process is completed.
- (b) For the purposes of calculating the term of the replacement Trustee, that replacement Trustee will, once they take office, be deemed to have taken office on the date on which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

16.0 TERMINATION OF OFFICE OF TRUSTEES

16.1 Termination of office of Trustees

Despite the previous clauses of this Schedule, a Trustee will cease to hold office if they:

- (a) retires from office by giving written notice to the Trustees or dies;

- (b) completes their 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 a 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 their 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 13.3 of this Trust Deed.

17.0 RECORD OF CHANGES OF TRUSTEES

17.1 Record of changes of Trustees

On 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.

SEVENTH SCHEDULE

SPECIFIC POWERS OF TRUSTEES

Without prejudice to the generality of the general powers already given to the Trustees in clause 2.3 of this Trust Deed, included in those general powers are the following specific powers:

1. To receive, hold or dispose of any real property, including any interest of any type in real property;
2. To receive, hold or dispose of any personal property, including any interest of any type in personal property;
3. To receive, hold or grant any security in relation to all, or any part of, the Trust's Property;
4. To treat income as capital.
5. To hold all income earned from any investment.
6. To apply capital against expenses in any tax year.
7. 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;
8. To borrow or to lend money;
9. To undertake commercial activities to support the object and purpose of the Trust; and
10. To do all things necessary to uphold, preserve, and support the relationship with the Rūnanga.

EIGHTH SCHEDULE

ANNUAL REPORTS, ACCOUNTS AND AUDITOR

1.0 PREPARATION OF ANNUAL REPORT

1.1 The Trustees must, within five (5) months after the end of each Income Year, and no later than 20 Working Days before an annual general meeting, prepare an annual report 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;
- (c) include all financial statements of the collective Rangitāne Group prepared by the Trustees (“**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.

2.0 PREPARATION OF OVERVIEW OF ANNUAL REPORT

2.1 The Trustees must summarise and prepare a brief overview of the annual report regarding the affairs of the Rangitāne Group. The overview must include:

- (a) a summary of the requirements of clauses 1.1(c) and 1.1(d) of this Schedule above; and
- (b) any other information as reasonably requested by the Rūnanga.

2.2 The overview of the annual report must be provided to the Rūnanga within one (1) month of its publication/release.

3.0 AUDIT OF FINANCIAL STATEMENTS

3.1 The Trustees must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice before the date for giving notice of the annual general meeting of the Trust for the Income Year immediately following the relevant Income Year.

4.0 APPOINTMENT OF AUDITOR

4.1 Subject to clause 1.1(e) of the Ninth Schedule, the auditor must be appointed by the Trustees before the end of the relevant Income Year and, where possible, the fee of the auditor will also be fixed at that time. No Trustee or employee of the Trust (including any firm of which a person is a member or employee) may be appointed as the auditor. To be clear, the Trust's accountant must not be appointed as the auditor.

5.0 SUBSIDIARIES TO PREPARE PLANS AND REPORTS

5.1 Subsidiaries must prepare Plans which must be in accordance with clause 6.1 of this Trust Deed.

6.0 DISCLOSURE OF PLANS, REPORTS AND MINUTES

6.1 Documents to be available for inspection

The Trustees will hold and make available for inspection (physically or electronically), 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) any Plans prepared in accordance with clause 6.1;
- (d) the minute book kept in accordance with clause 9.1 of the First Schedule of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (e) the personal details of that Member of Rangitāne;
- (f) the current Trust Deed; and
- (g) the current constitution or trust deed of any Subsidiary.

6.2 Costs of copying

- (a) Any Member of Rangitāne will be entitled to obtain copies of the information referred to in clause 6.1 of this Schedule.
- (b) The Trustees will however be entitled to recover (in their discretion) all reasonable copying and/or postage costs incurred (if any).

7.0 NO DISCLOSURE OF SENSITIVE INFORMATION

For the avoidance of doubt, but with the Trustees' reporting obligations in this Schedule in mind, 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.

NINTH SCHEDULE

GENERAL MEETINGS

1.0 TRUSTEES TO HOLD ANNUAL GENERAL MEETING

1.1 No later than six (6) calendar months after the end of each Income Year (but 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 previous Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Plans and any updates to Plans in effect in accordance with clause 6.0 of this Trust Deed;
- (d) announce the names of all newly elected Trustees;
- (e) approve the appointment of the auditor for the next Income Year (if required) in accordance with clause 4.0 of the Eighth Schedule;
- (f) approve the Trustees' remuneration in accordance with clause 3.4 of this Trust Deed;
- (g) undertake all other notified business; and
- (h) at the discretion of a Chairperson, undertake any other general business raised at that meeting.

2.0 NOTICE OF GENERAL MEETING

2.1 The Trustees must at least fifteen (15) Working Days' notice of the holding of the annual general meeting (the **AGM Notice**).

2.2 The AGM Notice must be posted (which may be by electronic form where available) to all Adult Registered Members of Rangitāne at the last address shown for each Adult Registered Member of Rangitāne on the Rangitāne Register.

2.3 If the AGM 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 then be sent to the last known physical address.

2.4 The AGM Notice will, if deemed necessary or reasonable by the Trustees, also be inserted/published 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.

2.5 All AGM Notices must contain:

- (a) the date, time and place/format 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.

3.0 NOTICE OF SPECIAL MEETINGS

3.1 The Trustees will convene a special general meeting of the Trust for the Members of Rangitāne if requested in writing by:

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

3.2 Notice of a special general meeting must be given in the same way as a notice of the annual general meeting. The person or persons requesting the meeting will be required to provide a written statement to the Trustees setting out the purposes for which the meeting has been called and the specific agenda items proposed (including any motions) to be tabled or discussed at a meeting. The Trustees will not be required to give notice calling the meeting until this written statement, along with any agenda items, has been received.

4.0 ANNUAL GENERAL MEETING NOT LIMITED TO NOTIFIED BUSINESS

4.1 A Chairperson may decide to hear any general business raised at any annual general meeting, as well as the business set out in the notice calling that meeting.

5.0 SPECIAL GENERAL MEETING LIMITED TO NOTIFIED BUSINESS

5.1 No business will be discussed or decided at any special general meeting other than the business set out in the notice calling that meeting.

6.0 INVALIDATION

6.1 The accidental omission or failure 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.

7.0 DEFICIENCY OF NOTICE

7.1 Subject to clause 5.0 of this Schedule, a deficiency, irregularity or error in a notice of any special or general meeting will not invalidate anything done at the meeting if:

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

8.0 QUORUM OF ANNUAL GENERAL MEETING AND SPECIAL GENERAL MEETING

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

9.0 SUSPENDED MEETINGS

- 9.1 If after thirty (30) minutes of the time appointed for an annual or special general meeting, a quorum is not present (in person and/or via online means), the meeting will be suspended to be re-convened within thirty (30) Working Days from the date of the meeting. Within that time frame the meeting will be held again at a place and time as advertised as decided by the Trustees. If a quorum is not present (in person or via online means) after thirty (30) minutes from the time appointed for that suspended meeting, the Adult Registered Members of Rangitāne present will make a quorum. Any meeting that is suspended in accordance with this clause will be advertised on the Trust's website and in any other way as decided by the Trustees.

10.0 CHAIRING OF MEETINGS

- 10.1 A Chairperson of the Trust will chair any annual or special general meeting. If a Chairperson is not present at the time appointed for holding a meeting, the Deputy Chairperson will chair the meeting. If the Deputy Chairperson is also not present (or there is not one appointed), then the Trustees present will elect one (1) Trustee to chair the meeting.
- 10.2 The Trustees have the power to appoint an independent facilitator to assist with running the annual or special general meeting.

11.0 VOTING

- 11.1 If there is a vote at any annual or special general meeting, each Adult Registered Member of Rangitāne present will have one (1) vote.
- 11.2 All resolutions except Special Resolutions require the approval of at least a majority of the Adult Registered Members of Rangitāne who validly vote.
- 11.3 Voting may be by voice or on a show of hands. A Chairperson may also require a poll on a resolution either before or after any vote. If required, a poll will require each Adult Registered Member to verify their eligibility to vote by a process directed by the Chairperson.
- 11.4 The Trustees will not be bound by a resolution passed at any annual or special general meeting except as set out in clauses 2.5, 17.1, 18.0 and 19.0 of this Trust Deed, clauses 1.1(e), 1.1(f) and 1.2 of this Schedule and where Special Resolutions have been passed in accordance with the Fourth Schedule. Trustees are required to consider any other resolutions in administering the Trust's Assets and carrying out the Trust's Purposes.
- 11.5 The latest version of the Rangitāne Register will be available at any annual or special general meetings or can be obtained on request.

12.0 UNRULY MEETINGS

- 12.1 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 way, or if any meeting in the opinion of the chairperson becomes excessively long, the chairperson may, without giving any reason:

- (a) suspend the meeting; or

- (b) direct that any uncompleted or undisputed item of business to be discussed at the meeting and which, in their opinion, needs to be voted on, be put to the vote by a poll, without further discussion;

and, after these items of business, a Chairperson may as the Chairperson sees fit, declare the meeting closed.

13.0 RECORDS OF MEETINGS

- 13.1 The Trustees will keep proper records of all decisions taken and business transacted at every annual general meeting and special general meeting.
- 13.2 Any such record 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 is evidence of those proceedings.
- 13.3 Where records of an annual general meeting or a special general meeting have been prepared in accordance with this clause 13.0 of this Schedule then, unless proven otherwise, the meeting will be deemed to have been properly convened and its proceedings to have been conducted properly.

14.0 ELECTRONIC MEETINGS

- 14.1 For the purposes of this Schedule, a teleconference meeting, Skype meeting or the linking of Adult Registered Members of Rangitāne for the purposes of communication through any other means (**Electronic Meeting**) between a number of Adult Registered Members of Rangitāne who constitute a quorum is deemed to constitute a meeting of the Adult Registered Members of Rangitāne. All of the clauses in this Schedule relating to meetings will apply to Electronic Meetings so long as the following conditions are met:
 - (a) all of the Adult Registered Members of Rangitāne 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 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 their presence for the purpose of that meeting to all the others taking part;
 - (d) a participant may not leave the Electronic Meeting by disconnecting their telephone or other means of communication without first obtaining a 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 they leave the meeting with a 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 a Chairperson of that meeting.

TENTH SCHEDULE
DISPUTE RESOLUTION

1. Disputes

If a dispute arises between:

- (f) two or more Trustees; or
- (g) one or more Trustees and a Member of Rangitāne,

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

2. Acknowledgement of receipt of notice of dispute

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

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 they receive the notice referred to in clause 1.1 of this Schedule and attempt to resolve the dispute. For the avoidance, of doubt, where the dispute involves a particular Trustee or Trustees, that Trustee or those Trustees, as the case may be, will not be involved in any such meeting(s).

4. Mediation optional

If the dispute is not resolved in accordance with clause 1.3 of this Schedule, the parties have the option of referring the dispute to mediation. All parties must agree to refer the dispute to mediation and agree 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 1.5 and 1.6 of this Schedule.

5. Reference of dispute

If the process set out in clause 1.4 of this Schedule is unsuccessful or not used, then the dispute will be referred to a Disputes Committee in accordance with clauses 1.6 and 1.10 of this Schedule.

6. Disputes Committee to be appointed as required

There will not be a permanent Disputes Committee. A Disputes Committee must be appointed on a case by case basis, with consideration to the precise subject matter of the dispute in question and only after the process in clauses 1.3 and 1.4 of this Schedule (if applicable), is followed.

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 Rōia Māori o Aotearoa, or his, her or their nominee, this member must 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 Rōia Māori o Aotearoa ceases to exist, the Disputes Committee Chair will be appointed by the President of the New Zealand Law Society, or their 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 members cannot also be Trustees or employees of the Trust or parties to the dispute.

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.

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 decide the way 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.

10. Deadlock of Disputes Committee

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

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.