

TE IWI O RAKAIPAAKA TRUST

Consolidated Trust Deed – incorporating new clause 17.2 of the First Schedule.

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TE IWI O RAKAIPAACA TRUST DEED

DATED the

day of

2019

TE PAE TAWHITI - THE VISION

Rakaipaakatanga

Whakapumautia!

Whakawhanuitia!

Whakapuawaitia!

Ko te tino hiahia o tātau kia hoki anō ki ngā taumata o te hiahia, kia pūmau ki tō tātau nei noho ki runga i te mata o tēnei whenua. Ma te whakawhanaungatanga ka whakawhānui te aroha atu ki a tātau anō. Ma tēna anō, ka whakapumau ki ngā tikanga, ngā kōrero pūrakau, ngā taonga katoa o rātau mā. Ko te pūtake nui, kia pai te noho o ngā mokopuna i ngā tau ki mua rā. Ara, kia puawai ai wā tātau tumanako, hiahia, wawata. Ko te mutunga kore, kia tōtika anō te noho o Ngāti Rākaipaaka – nā te ihi, te wēhi, te mana, te tapu, te mauri o rātau mā, o tātau mā ka tau ki uta.

The vision is a statement of both the future state we intend to achieve and the fundamental principles we will use to achieve it. It covers (amongst other things) our desire to ensure that our Rākaipaakatanga is nurtured and strengthened, is inclusive of all our whanau and results in benefits for our people.

The vision also reflects the fact that all the work of TIORI and the streams of activity that it represents, mandates or umbrellas provides the basis of a unified approach for us to progress towards our vision. The “bigger picture” for us is the continuing development of our own Ngāti Rākaipaaka identity, expressed as we think fit and in the forms we think appropriate.

NGAKAU: (PREAMBLE)

A WHAKATAUKI: (PROVERB)

*Moumoukai te Maunga, Tu mai ra!
Te Whakaruru, Te Whare Korero
E kore e riro*

*Waitirohia te awa Nuhaka, E rere ra!
Te matapuna o te ora
E kore e maroke*

*Rakaipaaka te Iwi, o ratou ma!
Kore, E kore e ngaro.*

TRANSLATION

*Moumoukai the maunga!
Greetings and salutations.
Our mountain home, refuge and fortress
Repository of histories and taonga.
Never desecrated, never taken, Never.*

*Waitirohia our Nuhaka river!
Continuously flowing and affording
The life preserving fountain
Our enduring existence, Our endless resource.*

*RAKAIPAAKA! Descendants of those long gone,
The bold and the brave
Lost? Vanquished? Never! No, Never!*

- B The Iwi O Rakaipaaka is comprised of a complex of descendants of the eponymous ancestor Rakaipaaka, hapu, whanau, marae, and bona fide institutions and organisations who are bonded by genealogy and historical relationships.
- C The ahi kaa or heartland, of the Iwi is historically and culturally defined in terms of significant phenomena, events, sites and geographic features.
- D The physical focus points of the Iwi are the maunga Moumoukai, various Sacred sites, the rivers Waitirohia and Nuhaka and their tributaries as well as the tipuna whare: Manutai and Hineahi, Kahungunu, Te Tahinga, Kotahitanga, Te Poho O Te Rehu and Katea, Tamakahu and Hine Whakarua, and Taane Nui A Rangi and Maata Kahuimanu.
- E The mana of the Iwi resides within its diverse constituent members and combines to form the prestige and ritual authority of RAKAIPAAKA
- F Tikanga: The guiding principles and values of the Iwi are: wairuatanga (Spirituality), manakitanga (caring), Tātau Tātau (sharing), Whanaungatanga (a strong sense of family) and maramatanga (a continual quest for enlightenment).

- G At all levels, roles, relationships, tikanga and kawa structure the social Dynamics of Iwi activities, Kaumatua, tohunga, wahine, tane and rangatahi. Each play vital organisational and integrating roles and these roles are linked by mutual respect.
- H The Kaumatua are accorded and accept the role of custodians and guardians of kawa, tikanga and traditional wisdom.
- I The Initial Trustees ~~wish to declare~~declared a trust primarily for the benefit of the Members of Te Iwi o Rakaipaaka, the Marae and charitable organisations or trusts referred to in this deed and to be the Beneficiary Entity of Tātau Tātau o Te Wairoa Trust for Te Iwi o Rakaipaaka guided by the principles set out in the Preamble paragraphs above.
- J On signing this the original Trust deed the Initial Trustees ~~declared~~declared a trust on and subject to the terms of this deed in respect of the \$10 held by them upon the trusts and with the powers set out in this deed.

K This deed incorporates all variations approved to the date of signing in accordance with the terms of the deed.

NOW THIS DEED RECORDS:

1 DEFINITIONS AND CONSTRUCTION

1.1 Defined terms

In this deed, unless the context requires otherwise:

Adult Member means a Member who is 18 years and over;

AGM means an annual general meeting held in accordance with clause 13;

Ahi Kaa means a Member of Kāhui resident within the rohe of Te iwi o Rakiapaaka

Assets means all property of the Trust (whether real or personal) and includes choses in action, rights, interests and money;

Beneficial Entity has the meaning set out in the Tātau Tātau Trust Deed;

Beneficiaries means:

- (a) Present and future Members of the Kāhui and their whanau;
- (b) the Marae;
- (c) Te Iwi o Rakaipaaka Incorporated
- (d) any trust, purpose or institution whose Income is exempt from income tax under sections CW41 or CW42 of the Income Tax Act 2007; and
- (e) any person or persons or class of persons (including in each case any body corporate or any unincorporated body of persons) appointed under clause 7.5 of Schedule Two to be a Beneficiary or Beneficiaries

Balance Date means 31 June or any other date adopted by the Trustees by written resolution as the date up to which accounts are to be made in each year;

Candidates Meeting means a meeting held to approve candidates for Trustee elections pursuant to clause 11 of the Second Schedule

Corporate Trustee means an entity incorporated to act as corporate trustee of the Trust from time to time, in which case any other Trustees appointed in accordance with this deed will be appointed as directors of the corporate trustee and all provisions which would otherwise apply to those individuals as Trustees will apply to those individuals as directors of the Corporate Trustee;

Charitable Purpose includes every purpose within New Zealand Law which in accordance with the law of New Zealand for the time being is charitable

Disputes Committee means the committee appointed in accordance with clause 17.4;

Distribution Date means the date that occurs 80 years less one day from the date of this deed or such earlier or later date within the Perpetuity Period applicable to this deed from time to time as provided in clause 2.3;

Election Closing Date has the meaning set out in clause 13.1 of Schedule Two;

First Elected Trustees means the Trustees elected at the First Elections

First Elected Tātau Tātau Representative means the Tātau Tātau Representative appointed following the First Elections;

First Elections means an election for the First Elected Trustees and the First Elected Tātau Tātau Representative to be held prior to 31 December 2019

Income means income as that term is defined in the Income Tax Act 2007;

Income Year means:

- (a) the period from the date of this deed to the first Balance Date;
- (b) each year ending on a Balance Date during the term of the trusts created by this deed; and
- (c) the period from the Balance Date immediately preceding the Distribution Date to the Distribution Date;

Initial Tātau Tātau Representative means the individuals provided for in clause 4.2 of Schedule One;

Initial Trustees means the individuals listed in clause 4.1 of Schedule One;

Iwi and Hapū of Te Rohe o Te Wairoa has the meaning set out in the Tātau Tātau Trust Deed;

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

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

Kāhui means Te Iwi o Rakaipaaka and encompasses Ngati Kauaha/Ngai Te Kauaha, Ngai Tureia, Ngai Te Rehu, Ngai Tamakahu, Ngati Rangi and any hapū appointed under clause 7.5 of Schedule Two and approved by Special Resolution to be encompassed by the Kāhui;

Kāhui Membership Committee means the Committee appointed in accordance with clause 4.1 of Schedule Three.

Kāhui Register means the register of Members of the Kāhui that is to be maintained by the Trustees in accordance with Schedule Three;

Kaumātua Council means the council appointed in accordance with the Tātau Tātau Trust Deed;

Major Transaction means a transaction that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities the value of which is more than 50% of the value of the Assets before the transaction;

Marae means:

Marae Wharenui	Marae Wharekai
Kahungunu /Te Tāhinga;	Te Aroha o Kahungunu
Tamakahu;	Hine Whakaarua
Tāne-nui-a-Rangi;	Maata Parai
Te Kotahitanga;	-
Te Manutai;	Hine Ahi
Te Poho o Te Rehu (Te Rehu)	Katea

Member means an individual who:

- (a) descends from an Iwi and Hapū of Te Rohe o Te Wairoa Ancestor, or is hunaonga who has uri who are Rakaipaaka; and
- (b) affiliates to the Kāhui; and
- (c) is registered on the Kāhui Register;

Nominations Closing Date has the meaning set out in clause 10.4 of Schedule Two;

Perpetuity Period means the perpetuity period applicable to this deed from time to time as specified or established under clause 2.3;

Returning Officer means the individual appointed in accordance with clause 14.1 of Schedule Two or clause 5.1 of Schedule Four;

SGM means a special general meeting held in accordance with Schedule Four;

Special Resolution means a resolution in accordance with Schedule Four;

Tātau Tātau means Tātau Tātau o Te Wairoa Trust;

Tātau Tātau o Te Wairoa Commercial Limited Director means a person appointed as a director by Tātau Tātau in accordance with the *Tātau Tātau Trust Deed*

Tātau Tātau o Te Wairoa Group has the meaning set out in the Tātau Tātau Trust Deed

Tātau Tātau Representative means the representative elected or co-opted from time to time in accordance with Schedule One whether original, additional or substituted and includes the Initial Tātāu Tātāu Representatives;

Tātau Tātau Trust Deed means the trust deed of Tātau Tātau;

Teleconference Meeting means a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication;

Trust means the trust created by this deed;

Trustees means the Trustees or Trustee elected or co-opted from time to time in accordance with Schedule One whether original, additional or substituted;

Trust Assets means the trust fund of \$10 referred to in Preamble paragraph J of this deed and including without limitation all assets received as Beneficial Entity of Tātau Tātau and any money, investments or other property paid or given to or acquired by the Trustees after this deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this deed;

Trust Information includes any information regarding the terms of the Trust, the administration of the Trust or the Trust Assets that it may, from time to time, be reasonable for a Beneficiary to have in order for the Trust to be enforced by the

Beneficiary but does not include the Trustees' deliberations in respect of the exercise of any discretion or powers under this deed nor the reasons for any decisions of the Trustees, nor any information received by the Trustees that is determined by them to be confidential; and

Trust's Purposes means the objects and purposes set out in *clause 2.3*;

1.2 **Construction**

In the construction of this deed:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a clause or a schedule is to a clause or schedule of this deed, and a reference in a schedule to a clause is a reference to a clause in that schedule;
- (c) a reference to a person includes a trustee corporation, and a corporation sole, and also a body of persons, whether incorporated or unincorporated;
- (d) a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations that have been substituted for that enactment or those regulations; and
- (e) headings appear as a matter of convenience and will not affect the construction of this deed.

2 **CREATION OF THE TRUST**

2.1 **Declaration of trust**

The Initial Trustees direct, and the Trustees acknowledge, that the Trustees hold the Trust Assets upon the trusts and with the powers set out in this deed.

2.2 **Name of trusts**

The trusts created by this deed are to be known as the "Te Iwi o Rakaipaaka Trust".

2.3 **Objects and purposes of the Trust:**

The purposes for which the Trust is established are to receive, manage and administer the Trust's Assets on behalf of and for the benefit of the Beneficiaries in accordance with this Deed including, without limitation:

- (a) the promotion amongst the Beneficiaries of the educational, spiritual, economic, social and cultural advancement or well-being of Te iwi o Rakaipaaka and its whanau
- (b) To provide a forum for strategic planning, promotion of consensus, advocacy and action in respect of social and economic issues affecting the educational, spiritual, economic, social and cultural advancement or well-being of Te iwi o Rakaipaaka and its whanau
- (c) the promotion amongst Te iwi o Rakaipaaka of health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability; and

- (d) the maintenance and establishment of places of cultural or spiritual significance to Te iwi o Rakaipaaka;
- (e) To provide a platform for research, identification, restoration, development and retention of Iwi taonga, in particular whakapapa, reo, korero, tikanga, kawa, waiata, art and craft forms and historic sites and artefacts
- (f) To provide a repository and information base for elements of cultural value
- (g) To provide protection of Iwi taonga
- (h) To plan and implement programmes which strengthen Iwi kinship ties.
- (i) To transfer to the Iwi and constituents enlightened skills in organisational and asset management.
- (j) any other purpose that is considered by the Trust from time to time to be beneficial to Te iwi o Rakaipaaka

2.4 **Perpetuity period**

- (a) The Perpetuity Period is the period of 80 years less one day from the date of this deed (being the maximum perpetuity period under the Perpetuities Act 1964).
- (b) The Trustees declare that if any change in any rule or law applicable to this deed from time to time permits the Perpetuity Period to be extended or deleted, the Trustees may vary this deed pursuant to the power to do so under clause 19 of Schedule Two:
 - (i) to extend the Perpetuity Period or duration of the Trust (as the case may be) up to the maximum period then permitted; or
 - (ii) to delete the Perpetuity Period; and/or
 - (iii) to make any corresponding changes to this deed as they determine necessary or appropriate.

3 **APPLICATION OF INCOME AND CAPITAL**

3.1 **Trustees may apply income and capital:**

Subject to any other requirements in this Charter, the Trustees may:

- (a) provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income in any Income Year as the Trustees in their sole discretion thinks fit for or towards the Trust's Purposes.
- (b) use or apply any capital of the Trust's Assets to or for the benefit of the Trust's Purposes without first using or applying the whole or any portion of the income of the Trust's Assets for that year

3.2 Payments out of income:

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

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

3.3 Matters to consider in applying income:

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

- (a) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets, provided that the Trust may not in the Income Year convert the entire income of the Trust into capital;
- (b) endeavour to act fairly in considering the present and future needs and interests of all Members of the Kahui.

3.4 Accumulation in six months where income not applied:

Any income from any Income Year that is not paid or applied in accordance with this clause 3 during or within the six months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust's Assets.

4 CAPITAL TRUSTS FROM THE DISTRIBUTION DATE

4.1 Residual Trusts

From the Distribution Date, the Trustees will hold the Trust Assets (or what remains of them) in accordance with any determination made by the Trustees under clause 7.7 of Schedule Two.

4.2 Further trusts

If the Trustees make no such determination, or make a limited or partial determination then, from the Distribution Date and in so far as the determination does not extend, the Trustees will hold the Trust Assets (or what remains of them) on trust for such one or more Beneficiaries or Charitable Purposes in accordance with any determination made by resolution of the Members at a meeting called for that purpose.

5 TRUSTEES

5.1 Appointment and removal

Trustees may be elected and removed in accordance with the procedure set out in Schedule One.

6 TRUSTEE PROCEDURAL PROVISIONS

6.1 Proceedings of Trustees

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

7 DISCLOSURE OF INTERESTS

7.1 Interested Trustee

- (a) A Trustee will be interested in a transaction to which the Trust is a party if the Trustee:
 - (i) is a party to, or will derive a material financial benefit from that transaction;
 - (ii) has material financial interest in another party to the transaction;
 - (iii) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;
 - (iv) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the transaction; or
 - (v) is otherwise directly or indirectly interested in the transaction.
- (b) For the avoidance of doubt, a Trustee will not be interested in a transaction if the same material financial benefit from that transaction will be derived by the majority or a large number of the Beneficiaries.
- (b) As soon as a Trustee becomes aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, he or she must disclose to his or her co-trustees:
 - (i) the nature and monetary value of that interest (if the monetary value of the Trustee's interest is able to be quantified); or
 - (ii) if the monetary value of the Trustee's interest cannot be quantified, the nature and extent of that interest.
- (c) A disclosure of interest by a Trustee must be recorded in the minute book of the Trust.

7.2 Interested Trustee may not vote

A Trustee who is interested in a transaction entered into, or to be entered into, by the Trust may not vote on, or participate in the discussions on a matter relating to the transaction, nor be included among the Trustees present at the meeting for the purpose of determining a quorum, but may:

- (a) attend a meeting of Trustees at which a matter relating to the transaction arises;

- (b) sign a document relating to the transaction on behalf of the Trust; and
- (c) do anything else as a Trustee in relation to the implementation of the transaction, as if he or she were not interested in the transaction.

7.3 **Dealing with interested Trustees**

Subject to clauses 7.1 and 7.2, each Trustee may act as a Trustee and still contract or otherwise deal with the Trustees in his or her personal capacity or in any other capacity as if he or she had not been appointed as a Trustee.

8 **LIABILITY, INSURANCE, INDEMNITY AND STANDARD OF CARE**

8.1 **Liability of Trustees**

- (a) A Trustee will be liable only for any loss attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust.
- (b) No Trustee will be liable for any loss attributable to any breach of trust by any co-Trustee and nor will any Trustee be bound to take, or liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.
- (c) For the purposes of this clause 8.1, "Trustee" includes a director of a Corporate Trustee.

8.2 **Trustees' Liability Insurance**

- (a) The Trustees, in respect of one or more of the Trustees, may take out trustees' liability insurance for such cover (including defence cover) and on such terms as the Trustees think fit.
- (b) Rather than having such insurance arranged by the Trustees, a Trustee, in respect of that Trustee, may take out trustees' liability insurance for such cover and on such terms as that Trustee thinks fit.
- (c) In each case, the reasonable cost of premiums is to be treated as a legitimate expense of the Trust and may be paid directly from the Trust Assets or by way of reimbursement to the Trustees.
- (d) Any insurance cover under this clause 8.2 may extend to the directors of a Corporate Trustee.

8.3 **Trustees' Indemnity**

A Trustee will be entitled to exoneration, indemnity and reimbursement out of the assets of the Trust for any liability (including without limitation, any expenses) which that Trustee incurs in relation to the Trust and which is not attributable to that Trustee's dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust. For the purposes of this clause 8.3, "Trustee" includes a director of a Corporate Trustee.

8.4 **Trustees' Standard of Care**

Where, for the time being, there is more than one person acting as a Trustee of the Trust Fund, and one or more, but not all, of them is or are engaged in a profession, employment or business which is or includes acting as a trustee or investing money

on behalf of others, then in exercising any power of investment, that Trustee or those Trustees (as the case may be) will not be required to exercise the care, diligence and skill that a prudent person engaged in that profession, employment or business would exercise in managing the affairs of others. Rather, that Trustee or those Trustees (as the case may be) will be required only to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others. This clause 8.4 will constitute a contrary intention for the purposes of clause 13D of the Trustee Act 1956. For the purposes of this clause 8.4, "Trustee" includes a director of a Corporate Trustee.

9 TRUSTEES' POWERS

9.1 Trustees' General Power

The Trustees have in their discretion, the fullest possible powers in relation to the Trust Fund, and they may in their discretion do anything pertaining to the Trust Assets which they think fit as if they owned it absolutely.

9.2 Trustees' Specific Powers

Without prejudice to the generality of clause 9.1, or to any of the Trustees' express or implied powers, the Trustees will have the powers specified in Schedule Two, and may exercise them either alone or with any other person(s).

9.3 Restriction on exercise of Trustees' Powers

Notwithstanding clauses 9.1 and 9.2, the Trustees must not enter into a Major Transaction unless that Major Transaction is approved by way of Special Resolution in accordance with Schedule Four.

10 ADVICE OF COUNSEL

If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a barrister of the High Court of New Zealand of at least 10 years' standing and experience in the law of Trusts, and they may act upon the barrister's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barrister's opinion, however, will not restrict the Trustees' right to apply to the High Court of New Zealand for directions.

11 AUDIT, ANNUAL REPORT AND FINANCIAL STATEMENTS

11.1 At their first meeting in each Income Year the Trustees will present a report dealing with the affairs of the Trust, supported by a statement of the Trust's income and expenditure during the previous Income Year and a statement of its assets and liabilities at the end of that Income Year.

11.2 The Trustees must ensure that the financial statements of the Trust for each Income Year are audited by a chartered accountant in public practice generally within 4 months after the end of that Income Year or in any event, prior to the next AGM. The person appointed as auditor must not be a Trustee.

12 CONTROL OF FUNDS

All money received by or on behalf of the Trust will be paid immediately to the credit of the Trust in an account or accounts with a Bank or Banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money will be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

13 ANNUAL GENERAL MEETING

13.1 Procedure

- (a) The Trustees must call an AGM of the Members within 10 months of the Balance Date.
- (b) The AGM must be advertised not less than 30 working days' in advance, by way of newspaper advertisement, and any other means as determined by the Trustees including email and social media and must state the agenda of the AGM (including whether the results of an election of trustees will be notified, if any).
- (c) One or more Special Resolutions may also be considered at an AGM, so long as the "Procedure for passing a Special Resolution" in accordance with Schedule Four is followed as if the AGM was an SGM (though other AGM business can also be transacted). The business of the AGM must include:
 - (i) the chairperson's report;
 - (ii) presentation by the Trustees of an annual report for the previous Income Year, including an explanation of the Trust's general activities;
 - (iii) presentation by the Trustees of financial statements for the previous Income Year;
 - (iv) approval of the appointment of the auditor for the next Income Year;
 - (v) presentation by the Tātau Tātau Representative on Tātau Tātau's general activities;
 - (vi) announcing the names of all newly appointed Trustees and the Tātau Tātau Representative in accordance with Schedule One (if applicable);
 - (vii) approval of the Trustees' remuneration;
 - (viii) setting a date for the next AGM; and
 - (ix) any other general business as determined by the Trustees.
- (d) A quorum for an AGM is **20** Adult Members.

13.2 Approval of Trustees' remuneration and appointment of auditor

- (a) No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult

Members present at the AGM. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee.

- (b) Clause 13.2(a) does not apply to any remuneration paid to any co-opted Trustee under Schedule One and that remuneration shall be set by them for the period they hold office as co-opted Trustees, on the basis of professional advice they must seek.
- (c) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Members present at the AGM.

14 INFORMATION

14.1 Documents to be available for inspection

The Trustees shall hold at the Trust offices and make available for inspection by any Member of the Kahui during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three Income Years;
- (b) the Financial Statements for the preceding three Income Years;
- (c) any Annual Plan;
- (d) the minute book of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (e) their own personal details on the Register;
- (f) the current Trust Deed; and
- (g) the current constitutional documents of any subsidiary company, Charitable organisation or other entity established by the Trust

A Member may be charged for the reasonable costs of the provision by the Trustees of the Trust Information requested by that beneficiary.

14.2 No Disclosure of Sensitive Information

For the avoidance of doubt, the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trust and any other which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive or subject to obligations of confidentiality.

15 RELATIONSHIP WITH TĀTAU TĀTAU

15.1 The Trust a Beneficial Entity of Tātau Tātau

- (a) It is intended that the Trust will be a Beneficial Entity of Tātau Tātau as contemplated in the Tātau Tātau Trust Deed as the representative of the interests of all of the Members of the Kāhui.

- (b) The Trust, in its capacity as a Beneficial Entity of Tātau Tātau will not exit Tātau Tātau in accordance with the Tātau Tātau Trust Deed unless exit is approved by way of Special Resolution in accordance with Schedule Four.
- (c) The Trustees will make all other decisions as the holders of units in Tātau Tātau, including but not limited to the transfer of units.

15.2 Appointment of Tātau Tātau Representative

- (a) For so long as the Trust is a Beneficial Entity in Tātau Tātau, the Trustees may appoint and remove one Adult Member who is 20 years or older to be the Tātau Tātau Representative for the Beneficial Entity and act as a director of the corporate trustee of Tātau Tātau in accordance with Schedule One.

15.3 Reporting

The Tātau Tātau Representative will report to Tātau Tātau on the Kāhui's activities generally within 3 months of the AGM.

15.4 Appointment of members of Kaumatua Council

The Trustees will appoint one kaumatua to the Kaumatua Council from time to time in accordance with the Tātau Tātau Trust Deed.

16 TE IWI O RAKAIPAACA NOT TO BE BROUGHT INTO DISREPUTE

16.1 Trustees not to bring into disrepute:

No Trustee shall act in a manner which brings or is likely to bring the Trust or any member of the Kāhui into disrepute.

16.2 Directors not to bring into disrepute:

The Trust shall also require that any directors or trustees appointed by or at the direction of the Trust to any company (or as applicable) any trust in which the Trust has an interest do not act in a manner which brings or is likely to bring the Trust or the Kāhui into disrepute.

16.3 Trustee may be censured or removed:

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

16.4 Censure or removal to be notified:

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

16.5 Effect of Removal:

A Trustee removed from office in accordance with clause 16.3 shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than 3 years following his or her removal. In the event that the removed Trustee is also the Tātau Tātau Representative, the Trustee will also be removed from that role, which must be held by a Trustee.

16.6 Replacement of Trustee:

The removal of a Trustee in accordance with clause 16.3 shall give rise to a casual vacancy which shall be filled in accordance with rule 17.1 of the Second Schedule.

17 DISPUTE RESOLUTION

17.1 Disputes

In the event that a dispute arises between:

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

regarding membership of the Trust then that dispute will be referred in first instance to the Trustees.

17.2 Notice of Disputes

- (a) All disputes referred to the Trustees in accordance with clause 17.1 will be submitted to the Trustees by notice in writing and the Trustees will acknowledge receipt in writing within 10 working days of the date of receipt of the notice.
- (b) Upon receipt of the notice Trustees will contact the affected parties and (if appropriate) assist in convening a hui to resolve the dispute.

17.3 Formal reference to Disputes Committee

If the dispute is not resolved within 30 working days of the receipt by the Trustees of written notice of the dispute in accordance with clause 17.2, then it will be referred to a Disputes Committee constituted in accordance with clauses 17.4 and 17.5.

17.4 Disputes Committee to be appointed as required

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

- (a) on a case by case basis having regard to the precise subject matter of the dispute in question; and
- (b) only after the expiry of the 30 working day period referred to in clause 17.3.

17.5 Appointment and composition of Disputes Committee

A Disputes Committee will comprise three Members appointed by the Trustees as follows:

- (a) one kaumatua;
- (b) one Adult Member appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such Member cannot also be Trustee or employee of the Trust; and
- (c) one independent (non-Member) individual nominated by the President from time to time of the New Zealand Māori Law Society or his or her nominee, such member to be a barrister or solicitor with 10 or more years' experience

or expert with equivalent experience in the relevant field the subject of dispute.

17.6 Role of Disputes Committee

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

17.7 Deliberations of Disputes Committee

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

17.8 Notification of Outcome

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

18 RESETTLEMENT OF THE TRUST FUND

At any time before the Distribution Date the Trustees may resettle (without infringing the Perpetuity Period) all or part of the Income or capital of the Trust Assets on the trusts and with the powers of any other trust approved by the Trustees, being a trust for the benefit of one or more Beneficiaries, so long as such resettlement is approved by way of Special Resolution in accordance with Schedule Four.

19 VARIATIONS

19.1 Variations by deed

The Trustees may by revocable or irrevocable deed vary the terms of this deed as long as in doing so:

- (a) the Perpetuity Period is not infringed;
- (b) the Trustees are of the opinion that the variation will benefit all or any one or more of the Beneficiaries; and
- (c) the variation does not affect the beneficial entitlement of any beneficiary to any amount set aside by the Trustees for that beneficiary before the date of the variation; and
- (d) subject to clauses 19.2 and 19.3, the variation is approved by way of Special Resolution in accordance with Schedule Four.

The powers granted by this clause 19.1 are in addition to and not in derogation of any applicable statutory power to vary the trusts of this deed.

19.2 Amendment to make Trust a charity:

- (a) The Trustees may by revocable or irrevocable deed vary the terms of this deed and the benefits conferred hereunder, to limit the Trust Purposes to Charitable Purposes in order for the Trust to become a charity and to qualify

for any tax exemptions available from time to time for charitable entities, provided that:

- (i) A resolution to register as a charity, or incorporate as a charitable trust board is made in accordance with clause 19.1; and
 - (ii) The amended deed does not change the Trust Purposes so that the Trust is no longer required to act for the benefit of the present and future members of Te Iwi o Rakaipaaka.
 - (iii) Any variation is approved by unanimous resolution of the Trustees.
- (b) For the avoidance of doubt, provided that a resolution to register as a charity or incorporate as a charitable trust board has been made pursuant to clause 19.2(i), the specific changes to the Trust deed, including changes to the purposes of the Trust, as are necessary to achieve charitable registration are not required to be further approved by special resolution of the Members under Schedule Four or otherwise.

19.3 **Amendment for administrative purposes:**

Notwithstanding any other provision of this deed, the Trustees may by deed vary the terms of this deed make such changes as are necessary to address any inconsistency, or inadvertent error , or any matter of timing or process necessary to rearming complaint and consistent with the obligations of a Beneficiary Entity under Tātau Tātau without requiring approval of the Members, provided that the changes do not affect the Trusts Purposes , or Charitable status, if the Trust has become registered as a charity, and any such changes are notified to Members at the next AGM.

20 **CUSTODIAN TRUSTEE**

20.1 **Appointment of Custodian Trustee:**

The Trust may appoint or incorporate a custodian trustee and on any such appointment or incorporation the following provisions shall have effect:

- (a) The Trust Fund or any part of it may be vested in the custodian trustee as if the custodian trustee were sole trustee;
- (b) The management of the Trust Fund and the exercise of all powers and discretions exercisable by the Trust under this Trust Deed shall remain vested in the Trust as fully and effectively as if there were not custodian trustee;
- (c) The sole function of the custodian trustee shall be to hold and deal with the trust property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trust for which purpose the custodian trustee shall execute all such documents and perform all such acts as the Trust in writing direct;
- (d) The custodian trustee shall not be liable for acting on any such direction provided that if the custodian trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the custodian trustees to any liability or is otherwise objectionable the custodian trustee may apply to the

Court for directions and any order giving any such directions shall bind both the custodian trustee and the Trust;

- (e) The custodian trustee shall not be liable for any act or default on the part of any of the Trustees;
- (f) All actions and proceedings touching or concerning the Trust Fund may be brought or defended in the name of the custodian trustee and the written direction of the Trust and the custodian trustee shall not be liable for the costs;
- (g) No person dealing with the custodian trustee shall be concerned to enquire as to the concurrence or otherwise of the Trust or be affected by notice of the fact that the Trust has not concurred.

21 **GOVERNING LAW**

21.1 **New Zealand forum**

This deed is governed by and construed in accordance with New Zealand law until the forum of administration and jurisdiction is changed under clause 21.2.

21.2 **Change of forum**

At any time the Trustees may change the forum of administration and jurisdiction by way of deed, in which event the Trust will be governed according to the laws of the new forum of administration and jurisdiction adopted by the Trustees.

SCHEDULE ONE: APPOINTMENT AND REMOVAL OF TRUSTEES AND TĀTAU TĀTAU REPRESENTATIVE

- 1 **Construction**
Unless stated otherwise, reference to clauses are reference to clauses in this Schedule.
- 2 **This Schedule to apply**
The Trustees and the Tātau Tātau Representative must be appointed to office in accordance with the rules and procedures set out in this Schedule.
- 3 **Number of Trustees and representatives**
 - 3.1 Other than where a sole Corporate Trustee is appointed, there must be no fewer than **five** and no more than **seven** Trustees at any time.
 - 3.2 Four Trustee positions are to be Ahi Kaa.
 - 3.3 Subject to clause 4.2 below, there must only be one Tātau Tātau Representative at any time who must be a Trustee and have the aspirations first and foremost of Te Kainga Tuturu o Te Iwi o Rakaipaaka.
- 4 **Initial Trustees and Tātau Tātau representatives**
 - 4.1 The Initial Trustees are
PAULINE SYMES, of Nuhaka, Teacher Nuhaka School
GRAEME SYMES, of Nuhaka, FencerGeneral
CHERRY MIHIKITEAO MAUI, of Nuhaka Teacher Wairoa Primary
ESTA WAINOHU, of Wairoa, Kaimahi Hakinakina at Sport HB
ADELAIDE SMITH, of Nuhaka, Kaimahi Kura kaupapa o Kahungunu ki te Wairoa
TE PARE MEIHANA of Wellington, Manager Health Services
 - 4.2 The Initial Tātau Tātau Representatives until the conclusion of the Tātau Tātau period in March 2019 are JOHNINA TEWIRA SYMES and PAULINE SYMES, with the person elected as the Initial Tātau Tātau Representative at the AGM of TIORI and ratification meeting on 26 January 2019 to then become the Initial Tātau Tātau Representative until the First Elections. The election of the Initial Tātau Tātau Representative on 26 January will not be conducted in accordance with the provisions for elections in his Schedule One but will be conducted by show of hands of persons eligible to vote for a Tātau Tātau Representative at the meeting.
- 5 **Corporate Trustee**
 - 5.1 A sole Corporate trustee may be appointed in the place of the natural person Trustees provided that the directors of the sole Corporate Trustee are elected by the Adult Members in the manner of the election of natural person Trustees under this Schedule.
 - 5.2 The Trustees have the power to appoint a sole Corporate Trustee that complies with the requirements as to director election in clause 5.1 above to act as Trustee in their place. Any such sole Corporate Trustee will have the power to appoint a replacement Corporate Trustee, again provided that the requirements as to director election in clause 5.1 above are complied with.
 - 5.3 If the Trustees propose to appoint a Corporate Trustee or replacement Corporate Trustee they will raise it in the general business of an AGM as a notification to the

attendees prior to the appointment and may only exercise the appointment following that meeting and notification.

- 5.4 If a sole Corporate Trustee is appointed then the persons who were Trustees on the day of appointment of the corporate as Trustee will be the first directors of the Corporate Trustee and will serve the remainder of the terms that they would have served as Trustees.
- 5.5 In the case of the appointment of a sole Corporate Trustee, the clauses in this Schedule from clause 6 to clause 18 will apply to the nomination and appointment of directors of that Corporate Trustee and the words 'Director of the corporate Trustee' will be substituted for the word 'Trustee' in each place where it appears in those clauses, with the following exceptions:
- (a) any references to Initial Trustees;
 - (b) any references to First Elected Trustees;
 - (c) in clauses 10.1, 10.2, 10.3, 10.4, 13.1, 13.2, 14.1 (the first two instances in that clause only), 16.3, 16.10, 17, 18.1(a) of this Schedule, where the reference to Trustees will read 'Trustee', being the sole Corporate Trustee.

6 Elections

- 6.1 Other than for the Initial Trustees and the Initial Tātau Tātau Representative, elections will be held to appoint:
- (a) the Trustees of the Trust; and
 - (b) the Tātau Tātau Representative.
- 6.2 Elections for all Trustee positions and the Tātau Tātau Representative will be held in accordance with this Schedule One. The First Elections will be held before 31 December 2019. The second elections to appoint Trustees and the Tātau Tātau Representative will be held prior to the AGM in 2023 and then elections will be held prior to every third anniversary of that AGM.

7 Eligibility to be a Trustee or Tātau Tātau Representative

- 7.1 The Adult Members will elect the Trustees and Tātau Tātau Representative from their number. Except as expressly provided for in this Deed, there is no prohibition on:
- (a) a present or previous Trustee or a candidate to be a Trustee being elected or holding the Tātau Tātau Representative position; or
 - (b) a present or previous Tātau Tātau Representative being elected or holding a Trustee position.
- 7.2 To be eligible to be a Trustee and/or the Tātau Tātau Representative, a person must:
- (a) be an Adult Member who is 20 years or older;
 - (b) not be disqualified from being a director under the Companies Act 1993; and

- (c) fulfil the eligibility requirements for being an officer of a charitable entity under the Charities Act 2005.
- (d) within the last 3 years, not been removed from the office of Trustee in accordance with clause 16.3
- (e) be able and willing to attend all trustee meetings
- (f) possess the following skills:
 - (i) an understanding of tikanga, and cultural values of Te Iwi o Rakaipaaka:
 - (ii) leadership and governance experience;
 - (iii) skills in networking, negotiation and business or community leadership;
 - (iv) an ability to take a wide perspective on issues and think critically
 - (v) common sense, integrity and a strong sense of ethics

7.3 A nominee for the position of Tātau Tātau Representative must have the aspirations first and foremost of Te Kainga Tūturu o Te Iwi o Rakaipaaka.

7.4 A nominee for the position of Trustee need not also stand for the position of Tātau Tātau Representative. However, a nominee for the position of Tātau Tātau Representative must also stand for election as a Trustee, as the Tātau Tātau Representative must at all times be a Trustee

8 **Term of office**

8.1 Subject to clauses 6 and 8.2:

- (a) a Trustee (other than a Trustee co-opted in accordance with clause 17 below) will hold office for a term expiring at the close of the AGM on the third year after the date of election; and
- (b) the Tātau Tātau Representative (other than a Tātau Tātau Representative co-opted in accordance with clause 17 below) will hold office for a term expiring at the close of the AGM on the third year after the date of election,

but will be eligible for re-election for a further term or terms provided that no Trustee may hold office for more than three consecutive terms.

8.2 Notwithstanding clause 8.1, if for some reason trustees have not been elected to take office following the date upon which the then current trustees' term of office would otherwise expire, those trustees will remain in office on an interim basis solely for the purpose of ensuring nominations are called for and elections concluded so that the trust is not at any time without trustees.

9 **Eligibility to vote**

- (a) Each Adult Member is eligible to vote for Trustees

- (b) Adult Members who are descendants of an Iwi and Hapū of Te Rohe o Te Wairoa Ancestor are eligible to vote for the Tātau Tātau Representative

10 Nomination of candidates

10.1 At least 3 months prior to the First Election, and then three months prior to the AGM in each election year, the Trustees must give notice of an election of Trustees and the Tātau Tātau Representative and call for the nomination of candidates.

10.2 Notice under clause 10 must be given:

- (a) by newspaper advertisement, published on at least two separate days and inserted prominently in one or more major metropolitan newspapers and or provincial newspapers circulating in regions where the Trust considers that a significant number of Adult Members reside; and
- (b) on the Trust's website (if any)
- (c) any other means as determined by the Trustees, including email and social media.

10.3 Such notice must specify:

- (a) the method of nominating candidates; and
- (b) the latest date by which nominations must be made and lodged with the Trustees;
- (c) The notice must advise the date location and time of the proposed Candidates Meeting provided for in clause 11, which must be in the kainga.

10.4 All nominations must be lodged with the Trustees no later than 1 month following the date upon which the notice calling for nominations is given, being the *Nominations Closing Date*.

10.5 Each Adult Member may:

- (a) nominate themselves as a candidate to be a Trustee and/or the Tātau Tātau Representative; or
- (b) nominate one other person as a candidate to be a Trustee and/or the Tātau Tātau Representative.

10.6 Each nomination must include:

- (a) written consent to the nomination from the nominee; and
- (b) a statement as to whether the candidate is Ahi Kaa.
- (c) a statement as to whether the nominee is seeking election as both a Trustee and Tātau Tātau Representative, or only as Trustee; and
- (d) a declaration from the nominee that he or she:

- (i) is eligible to hold office as a Trustee and meets all of the requirements of clause 7.2 above; and
 - (ii) agrees to be bound by the terms of this deed and any other relevant Trustee obligations if that nominee is elected as a Trustee.
- (e) A statement as to whether or not the candidate is able to attend the proposed Candidate's meeting as notified, and provide full contact details for the candidate

11 Candidates Meeting:

- (a) Candidates for nomination as Trustee must attend the Candidates Meeting open to all Members and Beneficiaries.
- (b) At the Candidates Meeting, each candidate will be given an equal opportunity to present to the meeting in respect of their experience, skills, vision and aspirations for the Kahui, and will be expected to remain to answer questions from the floor.
- (c) A candidate who does not present to the Kāhui at the Candidates Meeting will not be eligible for election as a Trustee or as the Tātau Tātau representative.
- (d) A candidate may withdraw their candidacy before or at the conclusion of the Candidates meeting.

12 Requirement for election following nominations and Candidates Meeting

12.1 If, at the conclusion of the Candidates Meeting, the number of eligible nominees for Trustee positions exceeds the number of vacant Trustee positions, then an election for Trustees will be held in accordance with clauses 13 to 16;

12.2 If, at the conclusion of the Candidates Meeting the number of eligible nominees for Trustee positions:

- (a) equals the number of vacant Trustee positions, an election for Trustees need not be held, and the nominees eligible for election will be deemed to be elected as Trustees; or
- (b) is less than the number of vacant Trustee positions, further nominations for Trustees will be called for until the number of nominees is equal to the number of vacant Trustee positions, at which point the nominees eligible for election will be deemed to be elected as Trustees.

12.3 If, after the Candidates Meeting, the number of eligible nominees for the Tātau Tātau Representative position exceeds one, then an election for the Tātau Tātau Representative will be held in accordance with clauses 13 to 16;

12.4 If, at the conclusion of the Candidates meeting, the number of eligible nominees for the Tātau Tātau Representative position:

- (a) equals one, an election for the Tātau Tātau Representative need not be held, and the nominee eligible for election will be deemed to be elected as the Tātau Tātau Representative; or

- (b) is zero, further nominations for the Tātau Tātau Representative will be called for until the number of nominees is equal to one at which point the nominee eligible for election will be deemed to be elected as the Tātau Tātau Representative.

13 **Notice of Election**

13.1 If an election is required to be held under clause 11 for Trustees and/or the Tātau Tātau Representative, then immediately following the Candidates Meeting, the Trustees must fix a closing date for the election, being:

- (a) the last day upon which a vote may be validly cast; and
- (b) at least four days before the AGM,

(the *Election Closing Date*).

13.2 The Trustees will give not less than 28 Days' notice to each Adult Member of the Election Closing Date, and the method of voting as described in the below clause 15.

13.3 Notice under this clause 13 must be given by

- (a) by posting to a physical or electronic address the Trustees hold for an Adult Member;
- (b) inserting a prominent advertisement on at least 2 separate days in one or more major metropolitan newspapers and or provincial newspapers circulating in regions where the Trust considers that a significant number of Adult Members of reside;
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Trust considers that a significant number of Adult Members of reside unless the Trustees consider the cost of such advertising is unreasonable; and
- (d) posting on the Trust website and Trust social media (if any)
- (e) Notice given under clause 13.3(a) shall be deemed to be given on the date it is first posted or sent electronically.

13.4 take the form of notice required for nominations under clause 10.2, but must specify:

- (a) the list of nominees for vacant Trustee positions;
- (b) the list of nominees for the Tātau Tātau Representative position;
- (c) details on the method of voting;
- (d) the Election Closing Date; and
- (e) for notice posted or emailed to an Adult Member, a valid voting form that contains sufficient information to identify the Adult Member to whom the form was sent.

14 Returning Officer

- 14.1 The Trustees will appoint a Returning Officer for the purposes of any election. The Trustees may appoint anyone they think fit to perform the tasks of the Returning Officer, provided that a Trustee or a nominee may not act as Returning Officer.
- 14.2 The Returning Officer is responsible for co-ordinating the election and may appoint others to assist with that co-ordination as they consider necessary, provided that such persons may not be a Trustee or a nominee.

15 Mode of voting

- 15.1 Voting at any election will be by secret ballot. Adult Members will each have:
- (a) one vote for one nominee in respect of each Trustee position that is vacant; and
 - (b) one vote for one nominee in respect of the Tātau Tātau Representative position that is vacant (if applicable).
- 15.2 An Adult Member that is also a nominee may vote for him or herself.
- 15.3 Voting forms must be delivered to the Returning Officer by way of post, or electronic means. The Returning Officer must ensure each Adult Member votes only once in respect of each Trustee position and once in respect of the Tātau Tātau Representative position.
- 16 Election of nominees**
- 16.1 On the third day following the Election Closing Date, the Returning Officer must record and count all votes validly cast.
- 16.2 Votes are validly cast if received by the Returning Officer by the third day following the Election Closing Date, provided that the envelope containing the voting form is post-marked on or before the Election Closing Date.
- 16.3 Once all the votes have been counted and recorded by the Returning Officer, and the results of the election determined, the Returning Officer will inform the Trustees of the results.
- 16.4 Only those candidates who are Ahi Kaa will be counted for the Ahi Kaa trustee positions
- 16.5 The number of highest polling nominees for Trustee positions, corresponding to the number of vacant Trustee positions will be elected as Trustees.
- 16.6 Where there is an equality of valid votes between eligible nominees, and the maximum number of Trustees has been elected, the Returning Officer will inquire as to whether any of the nominees wish to concede election to the other highest polling nominee and if such concession is made, the other highest polling nominee will be deemed to be elected. If no such concession is made, the election will be determined by lot.
- 16.7 The highest polling nominee for the Tātau Tātau Representative position, who is also elected as trustee

16.8 will be elected as the Tātau Tātau Representative.

16.9 Where there is an equality of valid votes between eligible nominees for the Tātau Tātau Representative position, the Returning Officer will inquire as to whether any of the nominees wish to concede election to the other highest polling nominee and if such concession is made, the other highest polling nominee will be deemed to be elected. If no such concession is made, the election will be determined by lot.

16.10 The Trustees will inform the nominees of the election results and announce the name of all newly appointed Trustees and the Tātau Tātau Representative at the AGM.

16.11 Elected nominees for Trustee positions take office immediately following the AGM of the Trust held following the election.

16.12 The elected nominee for the Tātau Tātau Representative position, will be appointed by the Trustees as a director of the trustee of Tātau Tātau, immediately following the AGM.

16.13 Where a trustee holds a position as an Ahi Kaa trustee and moves out of the rohe the trustee will continue to hold the office they were appointed to for the balance of their term.

17 Co-opting Trustees and Tātau Tātau Representative

17.1 Other than in the case of the Initial Trustees, the Initial Tātau Tātau Representative or where there is a sole corporate Trustee, if at any time the Trustees number less than the maximum number of Trustees or there is no Tātau Tātau Representative in office, the Trustees may co-opt any person eligible for election under clause 7.2 as a Trustee or the Tātau Tātau Representative, to have the full rights and powers of a Trustee or the Tātau Tātau Representative in accordance with this deed and any other law.

~~17.1~~17.2 Where a Trustee or the Tātau Tātau representative is to be co-opted under clause 17.1, the Trustees must first enquire if the next highest polling candidate from the prior election process is available and willing to act as trustee, and if so, that person must be the person co-opted by the Trustees.

~~17.2~~17.3 Where a Trustee or the Tātau Tātau Representative has been co-opted under clause 17.1, that Trustee or the Tātau Tātau Representative must retire at the next scheduled election. The co-opted Trustee or Tātau Tātau Representative may be nominated for election at that election.

18 Termination of office

18.1 A Trustee or the Tātau Tātau Representative will cease to hold their position if he or she:

- (a) retires from office by giving written notice to the Trustees or the secretary of the Trust;
- (b) refuses to act;
- (c) is absent without leave from 3 consecutive ordinary meetings of the Trustees, without reasonable excuse;

- (d) becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees (or the Trustees, in the event that the Tātau Tātau Representative is not a Trustee), expressed in a resolution, he or she is unable to perform the duties of a Trustee or the Tātau Tātau Representative properly;
 - (e) ceases to fulfil the eligibility requirements for election under clause 7.2;
 - (f) becomes bankrupt; or
 - (g) in the case of any Trustee or the Tātau Tātau Representative, completes his or her term of office without being re-appointed.
 - (h) *is censured under the Tātau Tātau Trust Deed for acting in a manner that brings or is likely to bring into disrepute Tātau Tātau or any member of the Tātau Tātau o Te Wairoa Group; or*
- 18.2 A Tātau Tātau Representative will cease to hold their position *the Trust becomes independent* (i.e. exits) *of Tātau Tātau in accordance with the Tātau Tātau Trust Deed*”.
- 18.3 All Trustees will cease to be Trustees if they are replaced by a sole corporate trustee in accordance with clause 5.2 of this Schedule.
- 19 **Record of changes of Trustees and Tātau Tātau Representative**
Upon every election, retirement, re-election or termination of office of any Trustee or Tātau Tātau Representative, the Trustees will ensure that an entry is made in the minute book of the Trust to that effect for administrative purposes and so that any statutory requirements as to the vesting of the Trust Assets in the Trustees are satisfied.
- 20 **Validity of Proceedings**
Where, for any reason, a Trustee or the Tātau Tātau Representative is not properly elected or is disqualified from holding office, anything done by that Trustee (or by a meeting at which that Trustee was present as a Trustee) or the Tātau Tātau Representative before discovery of the irregularity, will be as valid as if that Trustee or the Tātau Tātau Representative had been duly appointed or had not been disqualified (as the case may be)
- 21 **Cessation of postal voting**
Notwithstanding any other provisions in this Deed, after the AGM in 2021, every reference in this schedule to postal notices or voting by post shall be deemed to be deleted and this deed shall be read with such amendment as is necessary so that any postal notices or voting is by electronic means only.

SCHEDULE TWO: TRUSTEES' POWERS

1 Powers of investment

1.1 *To invest*

To invest the Trust Fund, and the income from it, in any form of investment, and to vary any such investment from time to time.

1.2 *To retain investments*

To retain any investments coming into the Trustees' hands as part of the Trust Assets for as long as the Trustees think proper, even if they are not investments which could be properly made by a trustee.

1.3 *To hold the Trust Assets uninvested*

To hold any part of the Trust Assets uninvested and in any currency for as long as the Trustees think fit without being liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

1.4 *Investment Policy*

To have regard in formulating investment policy and making investment decisions from time to time to such matters as the Trustees consider in their absolute discretion appropriate having regard to the interests of the beneficiaries or any of them from time to time.

1.5 *To appoint an investment manager*

To appoint any person as an investment manager to invest and manage all or any investments forming part of the Trust Assets in accordance with the investment policies determined by the Trustees from time to time, on such terms as the Trustees think fit, including regular review of the investment manager's performance.

1.6 *To deposit funds*

To deposit all or part of the Trust Assets in any currency in a savings or other interest or non-interest bearing account with any bank, trust, company or other financial or investment institution in any jurisdiction in the world. In making any deposit the Trustees will not be liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

1.7 *No Diversification*

To hold investments from time to time without any obligation to diversify between types and nature of investments without being liable for any resultant loss to the Trust Fund.

1.8 *To hold units*

To hold units in Tātau Tātau in accordance with the Tātau Tātau Trust Deed and to exercise all powers and rights in relation to those units under the Tātau Tātau Trust Deed.

2 Funding

2.1 *To borrow*

To borrow any money at whatever rate of interest and upon whatever other terms and conditions the Trustees may think fit. For this purpose the Trustees may give security for repayment over the entire Trust Assets or any part of it, whether or not any part over which the security is given benefits from the borrowing.

2.2 *To lend*

To make any loans or advances (with or without security and with or without payment of interest) to any person in such manner and on such terms and conditions as the Trustees think fit. In particular, but without limiting the foregoing, the Trustees may make loans or advances, with or without security and with or without payment of interest and otherwise on such terms as they think fit, to any beneficiary.

2.3 *To provide guarantees and give security*

To enter into any guarantee or indemnity which the Trustees consider to be in the best interests of the Trust Assets or any beneficiary, and to give security for the guarantee or indemnity obligations over the entire Trust Assets or any part of it, whether or not any part over which the security is given benefits from the guarantee or indemnity.

2.4 *Bank accounts*

To open and maintain any bank accounts in any name(s) either on the Trustees own behalf or jointly with some other person(s), and to overdraw any such account with or without giving security. The Trustees may also make arrangements with any bank for the Trustees or any delegate(s) named in writing by all the Trustees to operate on any of the Trustees' accounts at that bank

2.5 *To waive debts and effect compromises*

The Trustees will have power without being liable for loss to:

- (a) waive any debts due to the Trust Fund, either absolutely or on such terms as the Trustees think expedient;
- (b) accept any property whether movable or immovable before the time at which it is transferable or payable;
- (c) pay or allow any debt or claim on any evidence which they may think sufficient;
- (d) accept any composition or any security movable or immovable for any debt or any property due to or claimed by the Trustees;
- (e) allow any time for payment of any debt; and
- (f) compromise, compound, abandon, submit to arbitration or otherwise settle any debt, account, claim or otherwise relating to the Trust Assets without being liable for any loss to the Trust Assets thereby occurring.

3 **Real and Personal Property**

3.1 *To purchase property*

To purchase as an asset of the Trust Assets any property or interest in property which the Trustees consider will benefit the Trust Fund. In exercising this power the Trustees will not be taken to be exercising a power of investment.

3.2 *To sell*

To sell any real or personal property forming part of the Trust Assets in the manner and on the terms and conditions the Trustees think fit, including (without limitation) power to allow such part of the purchase price as the Trustees think fit to remain on

loan, with or without security and with or without payment of interest, or to be payable by instalments.

3.3 *To postpone sale*

To postpone the sale of any real or personal property forming part of the Trust Assets for as long as the Trustees think fit without being liable for any resultant loss to the Trust Fund.

3.4 *To let*

To let or licence any real and personal property at such rent and on such terms and conditions (including an option to purchase) as the Trustees think fit, and to accept surrenders of any leases, licences and tenancies.

3.5 *To subdivide*

To subdivide any real property forming part of the Trust Assets and meet the costs of subdivision out of the Trust Fund.

3.6 *To maintain property*

To maintain, manage and improve property which, or any interest in which, forms part of the Trust Fund, in whatever manner the Trustees think fit. For those purposes, the Trustees may pay and apply any of the capital and income of the Trust Assets as they think fit.

3.7 *To develop*

To spend any sums out of the capital or income of the Trust Assets the Trustees think fit in developing any real property forming part of the Trust Fund, and to dedicate any roads required in respect of the development.

3.8 *To grant and acquire options*

To grant, acquire, dispose of and exercise any option to purchase, lease or exchange any interest in real or personal property of any value, whether the option is incidental to, or independent of, any sale, lease, exchange or other disposition. An option may be granted, acquired or disposed of on such terms and conditions as the Trustees think fit, and in respect of a grant, may be granted at a price determined at the time of the grant or at such later date as the Trustees think fit. The Trustees will not be personally liable for any loss arising from their exercise of this power and will be indemnified accordingly out of the Trust Fund.

3.9 *To insure*

To insure any building or other insurable property to any amount up to its full insurable value, or at the Trustees' option, up to its full replacement value, against destruction or damage by fire, earthquake, fire following earthquake and such other risks as the Trustees think fit. The Trustees may effect any such insurances and pay the premiums out of income or capital without obtaining the consent of any of the beneficiaries of the Trust Fund.

3.10 *To protect or enhance assets*

To enter into any type of contract whatever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.

4 Carrying on business

4.1 To carry on business

- (a) To carry on any business anywhere in the world, whether through a company, in partnership, limited partnership, joint venture or otherwise, for as long as the Trustees think fit. The Trustees may use any part of the Trust Assets as capital in the business, and may also employ in the business such managers, agents, employees and other persons (including any Trustee or anyone who for the time being is the sole Trustee of the Trust Fund) as they think fit.
- (b) The Trustees will be absolutely indemnified out of the Trust Assets for any losses which they may sustain in so carrying on any such business.
- (c) Subject to the terms and conditions on which any business is carried on by the Trustees, the net annual profits from any business will, at the Trustees' discretion, be distributable as Income in the Trustees' hands without having to be first applied in making good any earlier business losses. Any business losses for any year, unless the Trustees decide otherwise, will be borne by the capital of the Trust Assets and not recouped out of later profits.

4.2 To act in relation to certain companies

In respect of any company in which the Trust Assets holds or is the beneficial owner of shares, notes, stock or debentures:

- (a) to act as a director of the company and to receive and retain fees or other remuneration for so acting without having to account to the Trust Fund, unless the Trustees otherwise require;
- (b) to provide out of the Trust Assets on such terms as the Trustees think fit further capital for the company either by way of advances, loans, deposits or otherwise (with or without security and with or without payment of interest) or by taking further shares in the company;
- (c) to concur in the winding up, reconstruction or amalgamation of the company or in the modification of its regulations, on whatever terms the Trustees think fit; and
- (d) generally to act in relation to the company in whatever manner the Trustees consider to be in the best interests of the Trust Fund.

4.3 To accept payment in company securities

In the sale of any business to a company, to accept payment for all or part of the purchase price in ordinary deferred or preference shares (whether fully paid or partly contributory) or debentures or debenture stock of such company. In exercising this power the Trustees will not be taken to be exercising a power of investment.

4.4 To promote a company

To promote, form or concur in forming a company or companies for any purpose, including the purpose of acquiring any business or the assets of any business.

4.5 Not bound to interfere in business

The Trustees will not be bound to participate or interfere in the management or conduct of any company, partnership or limited partnership, any shares or interest in which may be comprised in the Trust Assets and so long as the Trustees have no notice of any misconduct on the part of the officers of the company or managing or general partners of the partnership, the Trustees will incur no liability in leaving the conduct of the business of such company or partnership wholly to the officers of the company or managing or general partners of the partnership (including the payment of dividends or any distributions) wholly to the officers of the company or managing or general partners of the partnership. Nor will the Trustees be bound to obtain additional information regarding the affairs of the company or partnership over and above what would ordinarily be available to a shareholder or partner in the ordinary course of business and no beneficiary will be entitled to oblige the Trustees to procure distributions or dividends or other payments or otherwise interfere in the company or partnership.

5 Delegation, employees, agents, attorneys

5.1 *To appoint officers or employees*

The Trustees may appoint persons as officers or employees (including Trustees) of the Trust if, in their opinion, the affairs of the Trust require such appointments, on such terms and conditions as they think fit. The Trustees may also remove and replace any person so appointed.

5.2 *To delegate collectively administrative functions*

To employ and pay a person or persons to be an agent or attorney of the Trustees and to authorise them to exercise or perform any or all of the functions of the Trustees except Excluded Functions on such terms and conditions as the Trustees think fit provided that such authorisation is given in writing and such arrangements are kept under review. For the purposes of this clause, Excluded Functions means a function that is, or is related to:

- (a) the exercise of a discretion to pay, apply or appropriate or decide to pay, apply or appropriate, the whole or any part of the Trust Fund;
- (b) the exercise of a discretion to determine whether any payment from the Trust Assets is a payment from Income or capital;
- (c) the exercise of a discretion to determine whether any payment received by the Trustees should be appropriated to Income or capital;
- (d) a right conferred on Trustees to apply to the Court; or
- (e) a right to delegate the exercise of the Trustees' functions.

6 Contracts

6.1 *To enter into contracts and arrangements*

To enter into any type of contract, commitment, arrangement or understanding to assume or reallocate risk, rewards, rights or obligations on such terms as the Trustees think fit.

6.2 *To vary contracts and arrangements*

To vary, assign, novate, waive, terminate or otherwise deal with on such terms as the Trustees think fit any contract, commitment, arrangement or understanding to which the Trustees are party.

7 **Miscellaneous powers**

7.1 *Capital, income and blended funds*

To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to apportion blended funds. Each determination or apportionment will be final and binding on all persons beneficially interested in the Trust Fund.

7.2 *Depreciation or replacement funds*

To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion the amount of Income to be credited from time to time to any of those funds and whether those funds are Income or capital.

7.3 *To receive gifts*

To receive gifts of property and investments as additions to the Trust Assets and refuse or disclaim any gifts of property or investments as additions to the Trust Fund.

7.4 *Maintenance of beneficiaries*

To use all or any part of the Income or capital of the vested or contingent interest of any beneficiary in the capital of the Trust Assets for that beneficiary's maintenance, education, advancement or in any other way for his or her benefit. Payments may be made for those purposes to the parent(s) or guardian(s) of, or to the person(s) having the care of, that beneficiary without requiring the recipient or recipients of the payment to account. The Trustees may exercise this power in favour of a beneficiary even though that beneficiary's interest may be liable to be defeated by the exercise of a power of appointment or revocation or to be diminished by the increase of the class to which he or she belongs.

7.5 *To add Beneficiaries*

At any time before the Distribution Date the Trustees may, by revocable or irrevocable deed, appoint any person or any class of persons to be a Beneficiary, generally or in respect of limited interests or rights as specified in that deed

A hapū may only be appointed as a Beneficiary, under this clause if that hapū is representative of individuals who fall under the definition of "Iwi and Hapū of Te Rohe o Te Wairoa Ancestor". Such hapū may only be encompassed by the Kāhui (which would enable its members to register as Members of the Kāhui and have the rights of a Member of the Kāhui) with approval by Special Resolution.

Any such appointment will take effect from the date of the deed or such other date specified in the deed.

Any decision to appoint any person or hapu as a Beneficiary under this clause 7.5 must be unanimously approved by the Trustees.

7.6 *To remove Beneficiaries added under clause 7.5*

At any time before the Distribution Date the Trustees may, by revocable or irrevocable deed, remove any person or any class of persons appointed as a Beneficiary pursuant to clause 7.5, or provided such decision is has the unanimous approval of the Trustees. Where the appointment of a Beneficiary or the encompassing of any hapu in the kahui was made with the approval of a Special Resolution, the removal must also be approved by Special Resolution.

7.7 *To determine final beneficiaries*

For the purposes of clause 4.1 of this deed, at any time before the Distribution Date the Trustees may determine by revocable resolution in writing to hold the Trust Assets (or what remains of it) for one or more of the Beneficiaries, or for any charitable organisation having objects similar to the Trust's Purposes, or for some other charitable organisation in New Zealand as determined by the Trustees provided that any such resolution is ratified by resolution of the Members at an AGM or a special meeting for that purpose in respect of which all of the provisions relating to calling an AGM under this deed will apply

7.8 *To grant annuities*

To grant an annuity to any person and to cancel or redeem it on such terms as the Trustees think fit.

7.9 *To take legal, financial or other professional advice*

To take legal, financial or other professional advice in New Zealand or elsewhere concerning any matter in any way relating to the Trust or to the Trustees' duties under this Trust, and in all matters to act in accordance with such advice.

7.10 *To change name of trusts*

The Trustees may change the name of the trusts created by this deed by passing a written resolution to that effect.

7.11 *To change the Distribution Date*

At any time before the Distribution Date and with approval by Special Resolution, the Trustees may by revocable or irrevocable deed appoint that from the date of the deed, or such other date specified in the deed for that purpose, the Distribution Date will be a date earlier than the date first specified in the definition of Distribution Date in clause 1.1 of this deed or such other date as is permitted under clause 2.3 of this deed. As long as they do not make an irrevocable appointment, the Trustees may exercise this power more than once.

8 *Do all other necessary or desirable things*

The Trustees may do all other lawful things that are necessary or desirable in their opinion for the benefit of the beneficiaries of the Trust.

SCHEDULE THREE: KĀHUI REGISTER

1 TRUST TO KEEP REGISTER

1.1 Trust to maintain register

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

1.2 Register to comply with this Schedule

- (a) The Kāhui Register will be maintained in accordance with the rules and procedures set out in this Schedule.
- (b) Unless stated otherwise, reference to clauses are reference to clauses in this Schedule.

2 CONTENTS OF REGISTER

2.1 Register to contain Members' details

The Kāhui Register will record in respect of each Adult Member, the full name, date of birth, postal address and email address (if available) for the purposes of Trustee elections and that information being used to update the Tātau Tātau register.

2.2 Beneficiary Registration Number

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

3 APPLICATIONS FOR REGISTRATION

3.1 Form of applications

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

- (a) the full name, date of birth, postal and email address (if available) of the applicant;
- (b) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of the Kāhui, including details of the whakapapa connection of the applicant to the Iwi and Hapū of Te Rohe o Te Wairoa Ancestor and /or the Kāhui;
- (c) the Marae, hapū and iwi to which the applicant affiliates;
- (d) the ability for the Members of the Iwi and Hapū of Te Rohe o Te Wairoa to indicate that they agree that his or her details on the Kāhui Register may be made available to Tātau Tātau and Marae to which the applicant claims to affiliate, in accordance with clause 5.5.

3.2 **Applications to be made by**

An application for registration as a Member of the Kāhui may be made by;

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

4 **DECISIONS AS TO MEMBERSHIP**

4.1 **Membership Committees**

The Trustees will establish a Kāhui Membership Committee from time to time to make decisions on all applications made pursuant to clause 3.1 for registration as a Member of the Kāhui.

4.2 **Composition of Membership Committee**

The Kāhui Membership Committee will comprise such number of Adult Members as the Trustees decide and appoint, with the expertise and knowledge of the whakapapa of the Kāhui necessary to make determinations regarding membership applications.

4.3 **Consideration of applications**

All applications for membership pursuant to clause 3.1 together with any supporting evidence shall be forwarded by the Trustees to the relevant Kāhui Membership Committee.

4.4 **Decisions to be made on applications**

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

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

In the event that the Kāhui Membership Committee decides that the application should be accepted then such decision will be notified in writing to the Trustees, who will in turn notify the applicant and enter the applicants name and other relevant details (inducing beneficiary identification number in accordance with clause 2.2) in the appropriate part of the Kāhui Register.

4.6 **Notification to unsuccessful applicants**

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

4.7 **Unsuccessful applicant may reapply**

Any applicant whose application has been declined may:

- (a) dispute the basis on which the application was declined in accordance with clause 17 of this deed; and

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

5 MAINTENANCE OF REGISTER

5.1 Trustees to establish policies

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

5.2 Assistance in identifying membership

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

5.3 Responsibility of Members of Kāhui

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

5.4 Consequences of registration

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

5.5 Information available to Tātau Tātau and Marae

The Kāhui may provide to Tātau Tātau and/or the Marae the details of Members. Tātau Tātau or the Marae that receive such information may only use that information for purposes in connection with Tātau Tātau or the Marae.

FOURTH SCHEDULE: PROCEDURE FOR PASSING SPECIAL RESOLUTION

1 THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 9.3 of this deed; or
 - (b) exit Tātau Tātau in accordance with clause 15.1 of this deed;
 - (c) approve a resettlement in accordance with clause 18 of this deed;
 - (d) approve a variation in accordance with clause 19 of this deed;
 - (e) to change the Distribution Date in accordance with clause 7.10 of Schedule Two;
- will only be passed as set out in this Schedule.

2 VOTING

- 2.1 In order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Members of the Kāhui who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.
- 2.2 Only those Adult Members who are descendants of an Iwi and Hapū of Te Rohe o Te Wairoa Ancestor are eligible to vote in a Special Resolution to exit Tātau Tātau in accordance with clause 15.1 of this deed

3 SPECIAL GENERAL MEETING REQUIRED

- 3.1 A SGM must be called for the purposes of considering one or more Special Resolutions. No other business may be transacted at such SGM.
- 3.2 One or more Special Resolutions may be considered at an AGM, so long as the "Procedure for passing a Special Resolution" in accordance with this Schedule Four is followed as if the AGM was an SGM (though other AGM business can also be transacted).

4 Notice of Special General meeting

- 4.1 If an SGM is required to be held under this deed, the Trustees will give not less than thirty working days' notice of the date, time and place of the SGM called for the purposes of considering any Special Resolution and the details and reasons for the proposed Special Resolution.
- 4.2 Notice under this clause 4.1 of this Schedule must be given:
 - (a) by posting to a physical or electronic address the Trustees hold for an Adult Member;
 - (b) inserting a prominent advertisement on at least 2 separate days in one or more major metropolitan newspapers and or provincial newspapers circulating in regions where the Trust considers that a significant number of Adult Members of reside;

- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Trust considers that a significant number of Adult Members of reside unless the Trustees consider the cost of such advertising is unreasonable; and
- (d) posting on the Trust website and Trust social media (if any)

Notice given under clause 4.2(a) shall be deemed to be given on the date it is first posted or sent electronically.

21.1 Notices posted or emailed to an Adult Member must include:

- (a) a valid voting form for the Special Resolution that contains sufficient information to identify the Adult Member to whom the form was sent;
- (b) sufficient detail to inform the Adult Member of the Special Resolution or Special Resolutions being considered at the SGM.

5 Returning Officer

5.1 The Trustees will appoint a Returning Officer for the purposes of any Special Resolution. The Trustees may appoint anyone they think fit to perform the tasks of the Returning Officer, provided that a Trustee or a nominee may not act as Returning Officer. The Returning Officer is responsible for co-ordinating the Special Resolution and may appoint others to assist with that co-ordination as they consider necessary, provided that such persons may not be a Trustee or a nominee.

6 Mode of voting

- 6.1 Voting on any Special Resolution will be by secret ballot. Adult Members will each have one vote in respect of a Special Resolution.
- 6.2 Voting forms must be delivered to the Returning Officer by way of post, electronic means or hand delivery on the day of the SGM. The Returning Officer must ensure each Adult Member votes only once.

7 Counting votes

- 7.1 Once the Special Resolution has been discussed at the SGM and all attendees have been given the opportunity to hand deliver their voting forms, the Returning Officer must record and count all votes validly cast.
- 7.2 Once all the votes have been counted and recorded by the Returning Officer, and the result of the Special Resolution is determined, the Returning Officer will inform the Trustees of the result.
- 7.3 The Trustees will inform the Members of the result of the Special Resolution.

8 Cessation of postal voting

- 8.1 Notwithstanding any other provisions in this Deed, after the AGM in 2021, every reference in this schedule to postal notices or voting by post shall be deemed to be deleted and this deed shall be read with such amendment as is necessary so that any postal notices or voting is by electronic means only.

FIFTH SCHEDULE: PROCEDURE TRUSTEE MEETINGS

1 Meetings

The Trustees will meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust.

2 Quorum

A quorum for meetings of the Trustees is a majority of the Trustees in office.

3 Notice of meetings

- (a) Written notice of every meeting of Trustees will be either hand-delivered, posted or sent by facsimile or email to each Trustee at least 7 days before the date of the meeting.
- (b) Every notice of a meeting will state the place, day and time of the meeting and may also state the subject-matter of the meeting.
- (c) The requirement for notice of a meeting may be waived if all the Trustees give their consent to such a waiver.

4 Adjournment

If a quorum is not present within 30 minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting.

5 Delegation to Committees by Trustees

- (a) **Trustees may appoint committees:** The Trustees may from time to time as they think expedient appoint one or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee shall chair any such committee. All delegations of Trustee powers will comply with the provisions of clause 5.2 of the second schedule
- (d) **Committees to report to Trustees:** All committees appointed under rule 5 of this Schedule shall report to the Trustees in respect of their activities as required by the Trustees:
- (e) **Regulation of procedure by committees:** Subject to these rules and the provisions of this Charter, 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

6 Resolutions

- (a) The Board must use its best endeavours to reach its decisions by consensus, but unless specified otherwise in this deed, a decision is taken and a resolution is validly made when it is passed by a simple majority of those Trustees present and entitled to vote.
- (b) The chairperson does not have a casting vote.

- (c) The Trustees may vary or cancel any resolution at a meeting.
- (d) A written resolution signed by all the Trustees will be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees, or assented to by email.

7 Minutes

- (a) The Trustees will keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.
- (b) Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting will be deemed to have been properly convened and its proceedings to have been properly conducted.

8 Teleconference Meetings

- (a) A Teleconference Meeting between a number of Trustees who constitute a quorum, will be deemed to constitute a meeting of the Trustees. All the provisions in this trust relating to meetings will apply to Teleconference Meetings so long as the following conditions are met:
 - (i) All of the Trustees for the time being entitled to receive notice of a meeting will be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;
 - (ii) Throughout the Teleconference Meeting each participant must be able to hear each of the other participants taking part;
 - (iii) At the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
 - (iv) A participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the consent of the chairperson, or if there is no chairperson, the consent of the other participants. Accordingly, a participant will be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with such consent;
 - (v) Minutes of the proceedings at the Teleconference Meeting will be sufficient evidence of those proceedings, and of the observance of all necessary formalities.

9 Appointment of chairperson

The Trustees will elect one of their number to act as chairperson on such terms as the Trustees agree. If the chairperson cannot be present at a meeting, or is not present within 10 minutes of the time appointed for any meeting, the Trustees present may elect one of their number to be the chairperson of that meeting.

10 **Forms of Contracts**

- (a) **Contracts by deed:** Any contract which, if made between private persons, must be by deed, shall, if made by the Trust, be in writing signed under the name of the Trust by any three Trustees, on behalf of or by direction of the Trust.
- (b) **Contracts in writing:** Any contract which, if made between private persons, must be in writing signed by the parties to be bound by the contract shall, if made by the Trust, be in writing signed under the name of the Trust by a person acting with the express or implied authority of the Trustees, on behalf of or by direction of the Trust.
- (c) **Contracts pursuant to resolution:** Notwithstanding anything to the contrary in this clause 10, no contract made by or on behalf of the Trust shall be invalid by reason only that it was not made in the manner provided by this clause 10 if it was made pursuant to a resolution of the Trustee

EXECUTION of deed creating Te Iwi o Rakaipaaka Trust

SIGNED by the said)
PAULINE SYMES as Initial Trustee)
in the presence of:) _____
PAULINE SYMES
Witness:
.....
Signature

SIGNED by the said)
GRAEME SYMES as Initial Trustee)
in the presence of:) _____
GRAEME SYMES
Witness:
.....
Signature

SIGNED by the said)
ESTA WAINOHU as Initial Trustee)
in the presence of:) _____
ESTA WAINOHU
Witness:
.....
Signature

SIGNED by the said)
CHERRY MIHIKITEAO MAUI)
as Initial Trustee in the presence of:) _____
CHERRY MIHIKITEAO MAUI
Witness:
.....

SIGNED by the said)
ADELAIDE SMITH as Initial Trustee)
in the presence of:) _____
ADELAIDE SMITH
Witness:
.....
Signature

SIGNED by the said)
TE PARE MEIHANA as Initial Trustee)
in the presence of:) _____
TE PARE MEIHANA
Witness:
.....
Signature