

Ngāti Hinemanu, Ngai Te Upokoiri me ōna Piringa - Hapū Authority



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NGĀTI HINEMANU, NGAI TE UPOKOIRI ME ŌNA PIRINGA HAPŪ AUTHORITY TRUST DEED

Date: 18 November 2019

PARTIES

ATKENSON Barry, HAKIWAI Renata, HANARA Natasha, ROPIHA Rocky, RUSSELL Tamanuhiri, TUKIWAHO Mary, WATSON Meihana (the *Initial Trustees*)

BACKGROUND

- A The Initial Trustees wish to declare a charitable trust for the benefit of the Uri of the Hapū, the Marae and charitable organisations or trusts referred to in this deed.
- B On signing this deed the Initial Trustees declare 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.

MISSION – KAUPAPA KŌREREO

Mā ngā hapū o Ngāti Hinemanu, Ngai Te Upokoiri me ōna piringa hapū o Ngāti Mahuika and Honomokai, e mahi tahi, e whakakotahi ai i nga wā katoa i raro i te maru o maungarongo, kia ora ake ai tātau ki te whai tonu i tō tātau Tino Rangatiratanga, kia whai hua mō ngā whānau, ngā marae, ngā hapū me te taiao.

Our hapū of Ngāti Hinemanu, Ngai Te Upokoiri, Ngāti Mahuika and Honomokai will always work together as one in a community of peace and in a way that will create well-being for us so that we may practice our own Tino Rangatiratanga for the benefit of all our marae, whānau, hapū and surrounding environment.

NOW THIS DEED RECORDS:

1 DEFINITIONS AND CONSTRUCTION

1.1 Defined terms

In this deed, unless the context requires otherwise:

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

AGM means an annual general meeting held in accordance with clause 19;

Ahikaa means a Uri who has been living full time in the Hawkes Bay for a minimum of 3 years is present in the community (he kanohi kitea) and preserves the integrity of the hapū;

Balance Date means 30 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;



Beneficial Owners means:

- (a) Uri of the Hapū Authority;
- (b) the Marae; and
- (c) any trust, purpose or institution whose Income is exempt from income tax under sections CW41 or CW42 of the Income Tax Act 2007;

Charitable Purposes means every purpose within New Zealand 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 21.4;

Electronic Means means an electronic medium where the participants are contemporaneously linked by instant audio and visual communication;

First Elected Trustees means the first Trustees elected in accordance with Schedule One;

Hapū means Ngāti Hinemanu, Ngai Te Upokoiri, Ngāti Mahuika and Honomokai;

Hapū Membership Committee means the committee appointed in accordance with clause 4.1 of Schedule Three;

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

Hapū Representative means a Hapū representative elected by all Adult Uri;

HTST means Heretaunga Tamatea Settlement Trust;

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; and
- (b) each year ending on a Balance Date during the term of the trusts created by this deed;

Initial Trustees means the individuals listed in clause 4 of Schedule One;

Kāhui Kaumātua means a Kaumātua Council made up from the Kaumatua of the Hapū and includes both Hapū Uri and Kaumatua who are non-Uri;

Kaumātua means a Kaumātua and an Adult Uri over 50 years of age at the date of the election;

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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 Trust Fund before the transaction;

Marae means Runanga Maraе, Te Awhina Maraе and Omahu Maraе respectively;

Uri means an individual who:

- (a) descends from any one of the Hapū of Ngāti Hinemanu, Ngai Te Upokoiri, Ngāti Mahuika and Honomokai and;
- (b) affiliates to the Hapū; and
- (c) is registered on the Hapū Register;

NKII means Ngati Kahungunu Iwi Incorporated;

Pōkai Rangatahi means a Rangatahi Council;

Rangatahi means an Adult Uri between the ages of 18 and 35 years of age at the date of the election;

Returning Officer means the individual appointed in accordance with clause 16.1 of Schedule One, or clause 5.1 of Schedule Four (as relevant);

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

Special Resolution means a resolution in accordance with Schedule Four;

Specified Period in relation to an Income Year means a period commencing at the end of that Income Year, being such period as is from time to time specified by law for determining whether income arising from a trust fund is assessable as income;

Spouse means a person who is married to that person or to a person who, while not being married to that person, is in a civil union with that person or is living with that person in a de facto relationship (as defined in the Property (Relationships) Act 1976) or a relationship which, in the Trustees' opinion, is in the nature of marriage or civil union;

Surplus Income means that part of the income arising from the Trust Fund in an Income Year which the Trustees may not have accumulated, paid, applied or appropriated during that Income Year, or within the Specified Period;

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;

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

Trust Fund means the sum of \$10 referred to in Background B of this deed and includes any money, investments, rights, interests or other property (whether real or personal) 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 Fund that it may, from time to time, be reasonable for a Beneficial Owner to have in order for the Trust to be enforced by the Beneficial Owner 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

TTOH means Te Taiwhenua o Heretaunga.

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 references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- (d) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (e) references to anything of a particular nature either before or after a general statement do not limit the general statement unless the context requires;
- (f) 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
- (g) 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 Fund upon the trusts and with the powers set out in this deed.

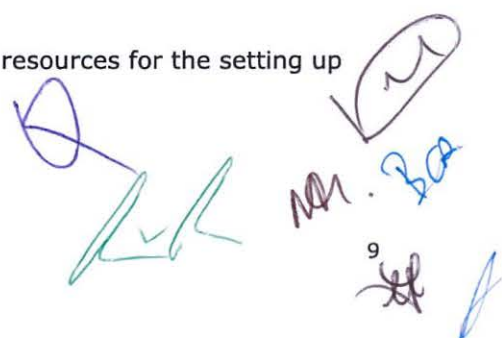
2.2 Name of Trust

The Trust created by this deed is to be known as "Ngāti Hinemanu, Ngai Te Upokoiri me ōna piringa Hapū Authority".

3 OBJECTS AND PURPOSES OF THE TRUST

3.1 The objects and purposes of the Trust are exclusively Charitable Purposes and include:

- (a) To establish, promote, develop and administer a Hapū Authority so as to benefit the current and future descendants of the Hapū.
- (b) To promote Charitable Purposes of benefit to the community located within the area of interest of the Hapū.
- (c) To advance and promote schemes, services and facilities, for the advancement of the social, cultural and economic welfare of the Hapū, whanau and individuals whom currently reside in NZ.
- (d) To encourage, promote and provide for and develop schemes to meet health needs, relieve the effects of sickness, harm and to assist with Maori healing within the community.
- (e) To promote the aspirations of the hapū and its youth in education, culture, Maori language, leadership and social interests
- (f) To organise wananga and educational opportunities and to provide support for educational institutions suited to the particular needs of the Hapū.
- (g) To provide scholarships and other financial assistance for the descendants of the Hapū to attend kohanga, kura, schools, wananga, universities, technical institutes and such other educational and training institutions as the Trustees in their absolute discretion shall think fit.
- (h) To provide support in the upgrading of Marae, existing housing and in the provisions of new housing, public amenities, including roads and infrastructure and other similar facilities for those who are in need and in such manner as the Trustees in their absolute discretion think fit.
- (i) To encourage, support and provide donations and resources to the Marae of the Hapū.
- (j) To encourage, support and provide donations and resources for the setting up of employment initiatives.



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- (k) To provide wananga, support and assistance for taiao initiatives.
- (l) To promote korero o nga tupuna o te Hapū.
- (m) To support and provide assistance to Kaumatua.
- (n) To make representations to local and central government of any kind that relates to the advancement of the Trust's objectives.
- (o) To fundraise and to make applications for funding in such a manner that the Trustees think fit.

4 ROLE OF INITIAL TRUSTEES

4.1 Activities of the Initial Trustees

The Initial Trustees will:

- (a) receive any funds or assets transferred to the Trust;
- (b) determine the area of interest of the hapū;
- (c) organise and manage the elections of the First Elected Trustees within two years in accordance with Schedule One;
- (d) carry out any activities contained within the Trust's plan; and
- (e) administer the Trust Fund.

5 ROLE OF INITIAL TRUSTEES PRIOR TO ELECTIONS

5.1 Inform Uri of how future trustees are to be appointed

- (a) Prior to the second AGM, the Initial Trustees must inform the Uri of the Hapū on how future Trustees of the Trust will be elected, in accordance with Schedule One.



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- (b) There will be seven Trustees elected from the Adult Uri of the Hapū generally in accordance with Schedule One of this deed and they will comprise of:

- (i) 1 Adult Uri representing Rangatahi;
- (ii) 1 Adult Uri representing Kaumatua;
- (iii) 1 Adult Uri representing Omahu Marae;
- (iv) 1 Adult Uri representing Runanga Marae;
- (v) 1 Adult Uri representing Te Awhina Marae;
- (vi) 2 Adult Uri representing Hapū.

6 TRUSTEES

6.1 Appointment and removal

Trustees may be elected and removed in accordance with clauses 7.4 and 8.3 and the procedure set out in Schedule One.

7 KĀHUI KAUMATUA - KAUMATUA COUNCIL

7.1 Establishment of Kāhui Kaumatua

The Trustees must establish a Kaumatua Council that represent Hapū prior to the first AGM on such terms of appointment, meeting procedures and kawa as may be prescribed by the Trustees in consultation with Kaumatua.

7.2 Kāhui Kaumatua to include Kaumatua who are Rāwaho (Non-Uri)

The Kāhui Kaumatua shall allow kaumatua who are rāwaho (non-uri) to belong to the Kāhui Kaumatua. Rāwaho (non-uri) may participate in all discussions and deliberations referred to the Kāhui Kaumatua but shall not be allowed to nominate or vote for the Kāhui Kaumatua Representative as provided for in clause 7.4.

7.3 Trustees may be a Uri of the Kāhui Kaumatua

A Trustee may be a uri of the Kāhui Kaumatua but must not be nominated as Upoko as provided for in clause 7.4.

7.4 Kāhui Kaumatua to appoint a representative to the Trust

The Kāhui Kaumatua will appoint one Uri from their Kāhui to represent their views on the Trust as a Trustee. This representative will be referred to as the Upoko.

7.5 Role of Upoko

The role of Upoko, in addition to Trustee responsibilities, is to assist the Trustees and Uri generally in relation to the day to day tikanga needs of the Hapū including:

- (a) representing the views of the Kāhui Kaumatua;
- (b) providing tikanga guidance to the Trustees; and
- (c) assisting Uri where required.

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8 PŌKAI RANGATAHI – RANGATAHI COUNCIL

8.1 Establishment of Pōkai Rangatahi – Rangatahi Council

The Trustees must establish a Rangatahi Council that represent Hapū prior to the first AGM on such terms of appointment, meeting procedures and kawa as may be prescribed by the Trustees in consultation with Rangatahi.

8.2 Trustees may be a Uri of the Rangatahi Council

A Trustee may be a Uri of the Rangatahi Council but must not be nominated as the Rangatahi representative as provided for in clause 8.3.

8.3 Rangatahi Council to appoint a representative to the Trust

The Rangatahi Council will appoint one Adult Uri from their Council to represent Rangatahi views on the Trust as a Trustee.

8.4 Role of Rangatahi Representative

The role of the Rangatahi representative, in addition to Trustee responsibilities, is to assist the Trustees and Uri generally in relation to the day to day Rangatahi needs of the Hapū including:

- (a) representing the views of the Rangatahi Council; and
- (b) assisting Uri where required.

9 TRUSTEE PROCEDURAL PROVISIONS

9.1 Meetings

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

9.2 Quorum

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

9.3 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.

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- (c) The requirement for notice of a meeting may be waived if all the Trustees give their consent to such a waiver.

9.4 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.

9.5 Resolutions

- (a) 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 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.

9.6 Reporting

The HTST Representative(s) will report to the Trustees on HTST activities generally at every meeting held in accordance with clause 9.1.

9.7 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.

9.8 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 deed 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;

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- (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; and
- (v) Minutes of the proceedings at the Teleconference Meeting will be sufficient evidence of those proceedings, and of the observance of all necessary formalities.

9.9 Appointment of chairperson and deputy chairperson

The Trustees will elect one of their number to act as chairperson and one of their number to act as deputy chairperson on such terms as the Trustees agree. If the chairperson or deputy 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 DISCLOSURE OF INTERESTS

10.1 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 a 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 deriving a material financial benefit from the transaction.



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- (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 Beneficial Owners.
- (c) 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 quantified); or
 - (ii) if the monetary value of the Trustee's interest cannot be quantified, the nature and extent of that interest.
- (d) A disclosure of interest by a Trustee must be recorded in the minute book of the Trust.

10.2 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.

10.3 Disclosure of interest of other Trustees

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

10.4 Recording of interest

The Trust shall establish and maintain an interest register for the purpose of recording details of interested Trustees (including the nature and the extent or monetary value of any interest). Immediately following his or her appointment, a Trustee must enter any interests he or she has or may have into the interests register. A Trustee must also enter into the interests register the details of any interest disclosed to other Trustees in accordance with clause 10.1(c).

10.5 Trustees as Employees or Contractors

A Trustee may not hold the position of an employee of the Trust or contract for services to the Trust.

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11 LIABILITY, INSURANCE, INDEMNITY AND STANDARD OF CARE

11.1 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 11.1, to the maximum extent permitted by law, "Trustee" includes a director of a Corporate Trustee.

11.2 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 Fund or by way of reimbursement to the Trustees.
- (d) Any insurance cover under this clause 11.2 may extend to the directors of a Corporate Trustee.

11.3 Trustees Indemnity

A Trustee will be entitled to exoneration, indemnity and reimbursement out of the Trust Fund 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.

11.4 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.

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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 11.4 will constitute a contrary intention for the purposes of clause 13D of the Trustee Act 1956.

12 TRUSTEES' POWERS

12.1 Trustees' General Power

Subject to clause **Error! Reference source not found.**, 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 Fund which they think fit as if they owned it absolutely.

12.2 Trustees' Specific Powers

Without prejudice to the generality of clause 12.1, 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) to whom those powers have been fully or partially delegated according to clause 5.2 of Schedule Two.

12.3 Restriction on exercise of Trustees' Powers

Notwithstanding clauses 12.1 and 0, 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.

13 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 7 years' standing, 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.

14 PLANS

14.1 Trustees to prepare Annual Plan.

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

- (a) the strategic vision of the Trust;
- (b) the nature and scope of the activities proposed by the Trustees in the performance of the Trust's Purpose;

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- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Trust may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with;
- (f) any proposals for the ongoing management of the Trust Fund having regard to the interests of all Uri of the Trust; and
- (g) any other information as the Trustees in their discretion consider necessary or appropriate.

14.2 Trustees to prepare Three Year Strategic Plan.

After the First Elected Trustees are elected, the Trustees shall produce as soon as practicable, a (3) Year Strategic Plan. Such a plan shall set out the longer-term vision of the Trustees in respect of the matters referred to in clause 14.1(a) to 14.1(g) and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Fund.

15 AUDIT, ANNUAL REPORT AND FINANCIAL STATEMENTS

- 15.1 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.
- 15.2 The Trustees may require 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 of the Trust.

16 CONTROL OF FUNDS

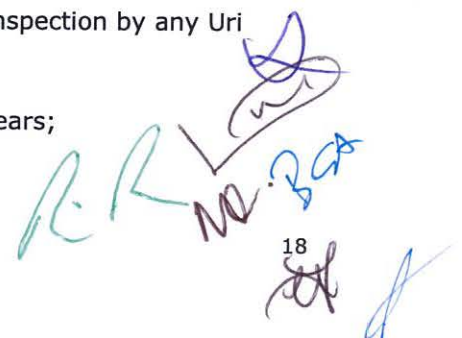
All money received by or on behalf of the Trust will be paid immediately to the credit of the Trust in an account or accounts with a Bank or Banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money will be signed, drawn, accepted, 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.

17 DISCLOSURE OF PLANS, REPORTS AND MINUTES

17.1 Documents to be available for inspection.

The Trustees shall hold at their offices and make available for inspection by any Uri of the Trust during normal business hours on any working day:

- (a) the Annual Reports for the preceding three (3) Income Years;



- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plans;
- (d) the Three-Year Strategic Plans;
- (e) the minute book kept in accordance with clause 9.7(a) of all decisions taken and business transacted at every AGM and SGM;
- (f) their own personal details on the Trust's Register; and
- (g) the Trust Deed and any amendment to the Deed.

17.2 Costs of copying

Any Uri of the Trust shall be entitled to obtain copies of the information referred to in clause 17.1(a) to 17.1(h). However, the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

18 NO DISCLOSURE OF SENSITIVE INFORMATION

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

19 ANNUAL GENERAL MEETING

19.1 Procedure

- (a) The Trustees must call an AGM of the Uri within 6 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;

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- (iii) presentation by the Trustees of financial statements for the previous Income Year;
 - (iv) a presentation by the HTST Representative(s) on HTST general activities;
 - (v) announcing the names of all newly appointed Trustees in accordance with Schedule One (if applicable);
 - (vi) approval of the Trustees' remuneration;
 - (vii) setting a date for the next AGM; and
 - (viii) any other general business as determined by the Trustees.
- (d) A quorum for an AGM or SGM is 25 Adult Uri.
- (e) Methods of holding AGM or SGM meetings:
- An AGM or SGM meeting of Adult Uri may be held by a quorum of the Uri;
- (i) being assembled together at the time and place appointed for the AGM or SGM; or
 - (ii) participating in the meeting by means of audio and visual, or electronic communication; or
 - (iii) by a combination of both of the methods described in paragraphs (i) and (ii).
- (f) Uri participation by Electronic Means:
- An Adult Uri may participate in the AGM or SGM by Electronic Means if—
- (i) The Trustees approve those means of communication; and
 - (ii) The Adult Uri complies with any conditions imposed by the Trustees in relation to the use of those means (including, for example, conditions relating to the identity and authentication of the Uri and voting protocols).
- (g) The Trust shall also comply with the following requirements and procedures relating to Electronic Means, in addition to the normal procedures required under this deed for holding an AGM or SGM meeting:
- (i) The Electronic Means facility that is employed by the Trustees should enable all Adult Uri participating in the AGM or SGM to communicate at the AGM or SGM without an intermediary, and to participate effectively in the meeting.

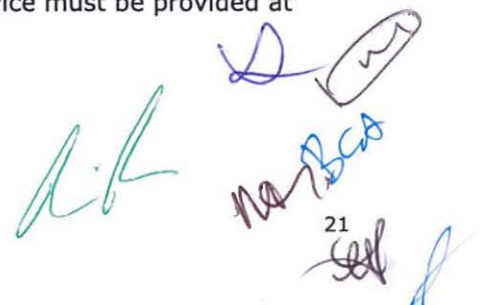
- (ii) The notice of the AGM or SGM must inform Adult Uri regarding availability of participation through the Electronic Means facility and provide necessary information to enable Uri to access the available facility.
 - (iii) The Trustees are to safeguard the integrity of the AGM or SGM via Electronic Means and ensure proper Electronic Means equipment and facilities have been provided.
 - (iv) The Trustees must ensure that no one other than the concerned Adult Uri is attending the AGM or SGM through the Electronic Means facility.
 - (v) If a statement of a participant in the AGM or SGM via the facility is interrupted or garbled, the chairperson of the AGM or SGM shall request for a repeat or reiteration, and if need be, the chairperson shall repeat what he or she heard the participant was saying for confirmation or correction.
- (h) To avoid doubt, participation in the AGM or SGM through Electronic Means includes participation in any manner specified in this Deed.

19.2 Voting

- (a) To the extent that a vote is sought or required at any annual meeting, not being in respect of a Special Resolution to which the Fourth Schedule otherwise applies, every Adult Uri present shall have one vote. Voting may be by voice or a show of hands or by electronic communication if attending through Electronic Means.
- (b) Except as provided in clause 1.1 of the Fourth Schedule the Trustees shall not be bound by a resolution passed at any AGM or SGM but will only be required to give consideration to any such resolution in administering the Trust Fund and carrying out the Trust Purposes.

19.3 Approval of Trustees' remuneration

- (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 Uri 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 19.3(a) does not apply to any remuneration paid to the Initial Trustees or any co-opted Trustee appointed under Schedule One. Remuneration shall be proposed by them for the period they hold office, on the basis of professional advice they must seek and presented to a hui-a-hapū for approval. Written confirmation of the professional advice must be provided at each relevant AGM.



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- (c) A resolution of the Adult Uri present at an AGM is validly made when it is passed by show of hands by a simple majority of those Adult Uri present and entitled to vote.

20 BENEFICIAL OWNERS' RIGHTS

20.1 Beneficial Owners' Rights to Trust Information

- (a) If requested to do so by the Beneficial Owners, or any of them, in writing, the Trustees will, subject to clause 20.1(b), provide such Trust Information to those Beneficial Owners as they have requested within a reasonable time of receiving such request.
- (b) The Trustees will consider any request for Trust Information under clause 20.1(a) having regard to the following factors:
 - (i) any issues of personal or commercial confidentiality;
 - (ii) the practicality of providing information where there is a large number of Beneficial Owners;
 - (iii) the age and circumstances of the Beneficial Owners;
 - (iv) the impact of provision of the requested Trust Information on the Trustees, other Beneficial Owners, the Trust Fund and third parties;
 - (v) the impact of provision of the requested Trust Information on family relationships, relations between Beneficial Owners, relations between Trustees and Beneficial Owners; and
 - (vi) whether the provision of the requested Trust Information is, in the opinion of the Trustees based on reasonable grounds, in the best interests of the Beneficial Owners as a whole.
- (c) Taking all such factors into account together with any other matters the Trustees consider relevant, the Trustees will decide:
 - (i) what (if any) of the requested Trust Information should be provided to the Beneficial Owners;
 - (ii) whether such Trust Information is to be provided in full or in redacted form; and
 - (iii) whether and if so, what safeguards should be imposed on the provision and/or use of the Trust Information.
- (d) A Beneficial Owner may be charged for the reasonable costs of the provision by the Trustees of the Trust Information requested by that Beneficial Owner.



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21 DISPUTE RESOLUTION

21.1 Disputes

In the event that a dispute arises between:

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

regarding membership of the Trust, the Trust generally or otherwise in connection with the tikanga, reo, kawa, whakapapa or kōrero of the Hapū then that dispute will be referred in first instance to the Trustees. When the dispute arises between Trustees, the Trustees will meet to try and resolve the dispute and, if impossible, will refer the dispute to the Disputes Committee following the procedure as set out in clauses 21.4 to 21.8.

21.2 Notice of Disputes

- (a) All disputes referred to the Trustees in accordance with clause 21.1(a) and (c) 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 the Trustees will contact the affected parties and (if appropriate) assist in convening a hui to resolve the dispute.

21.3 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 21.2, then it will be referred to a Disputes Committee constituted in accordance with clauses 21.4 and 21.5.

21.4 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;
- (b) only after the expiry of the 30-working day period referred to in clause 21.3; and
- (c) before the expiry of 60 working days from the date the Trustees refer the dispute in accordance with clause 21.3.

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21.5 Appointment and composition of Disputes Committee

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

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

21.6 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.

21.7 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.

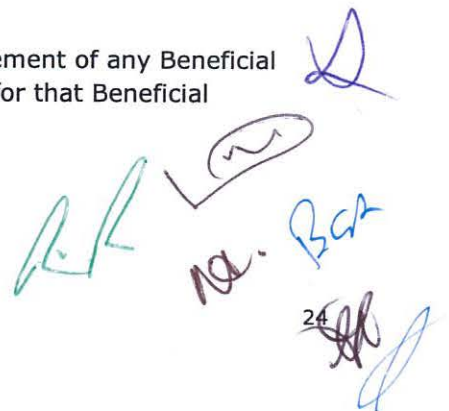
21.8 Notification of Outcome

A Disputes Committee will give its findings and decision, together with reasons, in writing to the Trustees and any other party to the dispute within 6 months of the establishment of the Disputes Committee in accordance with clause 21.4(c).

22 VARIATIONS

22.1 Variations by deed

- (a) The Trustees may by revocable or irrevocable deed vary the terms of this deed as long as in doing so:
 - (i) the Trustees are of the opinion that the variation will benefit all or any one or more of the Beneficial Owners;
 - (ii) the variation does not affect the beneficial entitlement of any Beneficial Owner to any amount set aside by the Trustees for that Beneficial Owner before the date of the variation;



- (iii) the variation is approved by way of Special Resolution in accordance with Schedule Four; and
 - (iv) the variation does not affect the charitable nature of the Trust under New Zealand laws.
- (b) The powers granted by this clause 22.1 are in addition to and not in derogation of any applicable statutory power to vary the trusts of this deed.

23 REVIEW OF DEED

23.1 Review of deed

No later than 3 years after the date of this deed the Trustees may commission an independent review of this deed.

23.2 Outcome of review

Following the review, the Trustees may by revocable or irrevocable deed vary the terms of this deed in accordance with clause 22.1.

24 NO PRIVATE PECUNIARY PROFIT

24.1 Nothing expressed or implied in this deed will permit:

- (a) the Trustees' activities; or
- (b) any business carried on by or on behalf of or for the benefit of the Trustees;

in connection with the Trust, to be carried on for the private pecuniary profit of any individual.

25 WINDING UP

25.1 The Trustees may wind up the Trust by way of Special Resolution in accordance with Schedule Four.

25.2 If, on the winding up of the Trust, any portion of the Trust Fund remains after satisfaction of all the debts and liabilities of the Trustees in connection with the Trust, none of that portion may be paid out or distributed other than for Charitable Purposes carried out exclusively within New Zealand.

26 GOVERNING LAW

26.1 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 26.2.

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26.2 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.



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SCHEDULE ONE: APPOINTMENT AND REMOVAL OF TRUSTEES

1 Construction

Unless stated otherwise, reference to clauses are reference to clauses in this Schedule.

2 This Schedule to apply

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

3 Number of Trustees

- 3.1 Other than the Initial Trustees, there must be no fewer than five and no more than seven Trustees at any time.

4 Initial Trustees

The Initial Trustees are: ATKENSON Barry, HAKIWAI Renata, HANARA Natasha, ROPIHA Rocky, RUSSELL Tamanuhiri, TUKIWAHO Mary, WATSON Meihana

5 First Elected Trustees

- 5.1 The first elected Trustees shall be elected as follows:

- (a) 1 Adult Uri representing Rangatahi;
- (b) 1 Adult Uri representing Kaumatua;
- (c) 1 Adult Uri representing Omahu Marae;
- (d) 1 Adult Uri representing Runanga Marae;
- (e) 1 Adult Uri representing Te Awhina Marae;
- (f) 2 Adult Uri representing Hapū.

- 5.2 1 Adult Uri representing Rangatahi in 5.1(a) must be Rangatahi of the Hapū and appointed by the Pōkai Rangatahi as provided for in clause 8 of the deed.

- 5.3 1 Adult Uri representing Kaumatua in 5.1(b) must be a kaumatua of the Hapū and appointed by the Kāhui Kaumatua as provided for in clause 7 of the deed.

- 5.4 The Marae nominees referred to in clauses 5.1(c), (d), (e) shall be appointed by their respective Marae Committee and be Ahikaa.

- 5.5 2 Adult Uri representing Hapū in 5.1(f) must be elected by Adult Uri through postal ballot.

- 5.6 There is no requirement for any representatives in 5.1(a), (b) or (f) to be Ahikaa.

6 Elections

- 6.1 Other than for the Initial Trustees, elections will be held to appoint the Trustees of the Trust.

- 6.2 The first election and appointments will be held within two years at an SGM called by the Initial Trustees for that purpose.

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- 6.3 After the first election to appoint the First Elected Trustees, elections and appointments made by Kāhui Kaumatua, Pōkai Rangatahi and Marae will be held every three years at the AGM to appoint Trustees.

7 Eligibility to be a Trustee

- 7.1 The Adult Uri will elect the Trustees from their number. There is no prohibition on a present or previous Trustee or HTST or TTOH or NKII Representative being elected or holding a Trustee position.

- 7.2 To be eligible to be a Trustee, a person must:

- (a) be a Uri 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.

8 Term of office

- 8.1 A Trustee (other than a Trustee co-opted in accordance with clause 19 below) will hold office for a term of three years from the date of election, but will be eligible for re-election for a further term or terms.
- 8.2 At the end of the SGM called by the Initial Trustees to elect the First Elected Trustees, the Initial Trustees will retire from office and the First Elected Trustees will be appointed. Initial Trustees may be elected as First Elected Trustees.

9 Eligibility to vote and to nominate

Each Adult Uri is an eligible voter.

10 Nomination of candidates for 2 Adult Uri representing Hapū

- 10.1 At least 60 working days prior to the SGM called to elect the First Elected Trustees and 60 working days prior to every third AGM thereafter, the Trustees must give notice of an election of Trustees and call for the nomination of candidates.

- 10.2 Notice under clause 10 must be given:

- (a) Either by posting to a physical address the Trustees hold for an Adult Uri or any other means as determined by the Trustees, including email and social media; and
- (b) by newspaper advertisement, published on at least two separate days in a newspaper the Trustees consider circulates in an area where a significant number of Adult Uri reside.



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10.3 Such notice must specify the date, time and place of the AGM (or SGM if relevant) at which the Trust will be announcing the election results for the 2 Hapū representatives.

10.4 Such notice must also specify the date, time and place of the Kāhui Kaumatua and the Pōkai Rangatahi hui that will be called to appoint their representatives to the Trust.

10.5 Such notice must also specify the date, time and place of the Marae committee meetings that will be called to appoint their representatives to the Trust.

11 Nomination of candidates for Kāhui Kaumatua and Pōkai Rangatahi

11.1 At least 60 working days prior to the SGM called to elect the First Elected Trustees and 60 working days prior to every third AGM thereafter, the Trustees must give notice of the hui that will seek nominations and appoint the representatives for the Kāhui Kaumatua and Pōkai Rangatahi.

11.2 Notice under clause 11 must be given:

- (a) Either by posting to a physical address the Trustees hold for an Adult Uri or any other means as determined by the Trustees, including email and social media; and
- (b) by newspaper advertisement, published on at least two separate days in a newspaper the Trustees consider circulates in an area where a significant number of Adult Uri reside.

11.3 Such notice must specify the date, time and place of the Kāhui Kaumatua and the Pōkai Rangatahi hui that will be called to nominate and appoint their representatives to the Trust.

11.4 There will be no postal ballot required for the nomination of candidates of the Kāhui Kaumatua and the Pōkai Rangatahi.

12 Nomination for Candidates for Marae representatives

12.1 Other than the notice provisions required by clause 10.5, the individual Marae and their respective Trustees will determine its own process and kawa as it relates to the nomination and appointment of their representative to the Trust as provided for in clauses 5.1(c), (d) and (e).

12.2 There will be no postal ballot required for the nomination and appointment of a Marae representative.

13 Expectations of Nominees and Skill Base

13.1 The intention is that each nominee will have the following skills and attributes:

- (a) leadership and governance experience;
- (b) skills in networking, negotiation and business leadership; and

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- (c) a commitment to meeting the needs and aspirations of the Beneficial Owners.

13.2 Each Adult Uri may:

- (a) nominate themselves as a candidate to be a Trustee; or
- (b) nominate one other person as a candidate to be a Trustee.

13.3 If nominated, a nominee must:

- (a) consent to the nomination; and
- (b) be prepared to sign a declaration that he or she:
 - (i) is not precluded from holding office as a Trustee on the basis of a matter specified in 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.

14 **Requirement for election following nominations for 2 Hapū Representatives**

14.1 If, when nominations are called, the number of eligible nominees for Trustee positions:

- (a) exceeds the number of vacant Trustee positions, then an election for Trustees will be held in accordance with clauses 15 to 18;
- (b) 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
- (c) 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.

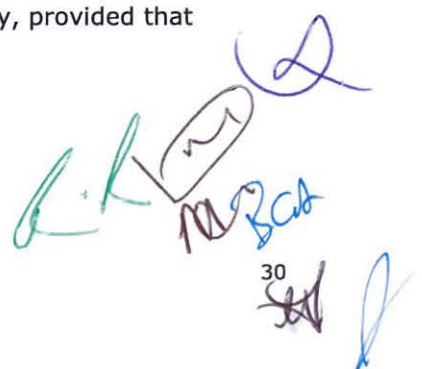
15 **Notice of Election**

15.1 If an election is required to be held under clause 14.1(a) for Trustees, an election will be held immediately.

16 **Returning Officer**

16.1 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.

16.2 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.



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17 Mode of voting

- 17.1 Voting at the election for the 2 Hapū Uri referred to in clause 5.1(f) will be by postal ballot. Adult Uri will each have one vote for one nominee in respect of each Trustee position that is vacant.
- 17.2 Voting for the representatives of the Pōkai Rangatahi and Kāhui Kaumatua referred to in clauses 5.1(a) and (b) will be done by secret ballot at their respective hui called specifically for the purpose.
- 17.3 Voting for the Marae representatives referred to in clauses 5.1(c), (d) and (e) will be done by their respective kawa at the hui called specifically for the purpose.
- 17.4 Voting forms by postal ballot for candidates referred to in clause 5.1(f) must be given to the Returning Officer. The Returning Officer must ensure each Adult Uri votes only once in respect of each Trustee position that is vacant.

18 Election of nominees for 2 Hapū Uri Representatives

- 18.1 The Returning Officer must record and count all votes validly cast.
- 18.2 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.
- 18.3 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.
- 18.4 The Trustees will inform the nominees of the election results and announce the names of all newly appointed Trustees at the AGM or SGM (in the case of the First Elected Trustees).
- 18.5 Elected nominees for Trustee positions take office immediately following the AGM or SGM (in the case of the First Elected Trustees).

19 Co-opting Trustees

- 19.1 Other than in the case of the Initial Trustees, if at any time a Trustee ceases to hold their position under clause 20.1(a) to clause 20.1(f), the Trustees may co-opt any person eligible for election under clause 7.2 to replace the Trustee who has ceased to hold their position, to have the full rights and powers of a Trustee in accordance with this deed and any other law.



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- 19.2 Where a Trustee has been co-opted under clause 19.1, that Trustee must retire at the next scheduled election at which the Trustee the co-opted Trustee is replacing would have been required to retire. The co-opted Trustee may be nominated for election at that election.

20 Termination of office

- 20.1 A Trustee 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, expressed in a resolution, he or she is unable to perform the duties of a Trustee;
- (e) ceases to fulfil the eligibility requirements for election under clause 7.2;
- (f) becomes bankrupt; or
- (g) completes his or her term of office without being re-appointed.

21 Record of changes of Trustees

Upon every election, retirement, re-election or termination of office of any Trustee the Trustees will ensure that an entry is made in the minute book of the Trust to that effect for administrative purposes and so that any statutory requirements as to the Trust Fund are satisfied.

22 Validity of Proceedings

Where, for any reason, a Trustee 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) before discovery of the irregularity, will be as valid as if that Trustee had been duly appointed or had not been disqualified (as the case may be).



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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. Investments may include those that the Trustees determine in their absolute discretion are socially responsible investments or investments with social or environmental impact, even if the returns are lower than standard investments, provided that such social or environmental impact is for the benefit of the Beneficial Owners.

1.2 *To retain investments*

To retain any investments coming into the Trustees' hands as part of the Trust Fund 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 Fund uninvested*

To hold any part of the Trust Fund 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 Beneficial Owners 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 Fund 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 Fund 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.

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

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security for repayment over the entire Trust Fund 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 Beneficial Owner.

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 Fund or any Beneficial Owner, and to give security for the guarantee or indemnity obligations over the entire Trust Fund 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 any one or more of the following persons to operate on any of the Trustees' accounts at that bank:

- (a) the Trustees; and
- (b) any delegate(s) named in writing by all the Trustees.

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 Fund without being liable for any loss to the Trust Fund thereby occurring.



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3 Real and Personal Property

3.1 To purchase property

To purchase as an asset of the Trust Fund 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 Fund 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 Fund 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 Fund 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 Fund as they think fit.

3.7 To develop

To spend any sums out of the capital or income of the Trust Fund 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.



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3.9 *To permit occupation of property*

To permit any person to occupy or use any real property forming part of the Trust Fund free of rent or with payment of outgoings and maintenance in place of rent, or otherwise, and generally on such terms and conditions as the Trustees think fit.

3.10 *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 Beneficial Owners of the Trust Fund.

3.11 *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, 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 Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons as they think fit.
- (b) The Trustees will be absolutely indemnified out of the Trust Fund 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 Fund 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 Fund 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 Fund 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;

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- (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 Fund 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 Beneficial Owner 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 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;

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- (b) the exercise of a discretion to determine whether any payment from the Trust Fund 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*

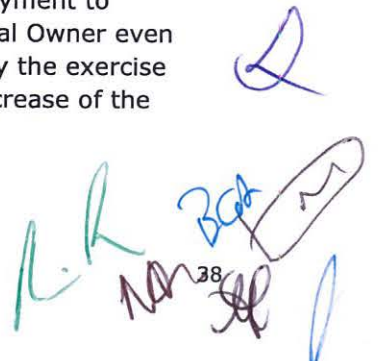
To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion the amount of Income to be credited from time to time to any of those funds and whether those funds are Income or capital.

7.3 *To receive gifts*

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

7.4 *Maintenance of Beneficial Owners*

To use all or any part of the Income or capital of the vested or contingent interest of any Beneficial Owner in the capital of the Trust Fund for that Beneficial Owner's maintenance, education, advancement or in any other way for his or her benefit as outlined in the objects of this Trust. Payments may be made for those purposes to the whangai, parent(s) or guardian(s) of, or to the person(s) having the care of, that Beneficial Owner without requiring the recipient or recipients of the payment to account. The Trustees may exercise this power in favour of a Beneficial Owner even though that Beneficial Owner'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 Beneficial Owners

At any time the Trustees may, by revocable or irrevocable deed, appoint any person or any class of persons to be a Beneficial Owner or Beneficial Owners.

A hapū may only be appointed as a Beneficial Owner, under this clause if that hapū comprises individuals who fall under the definition of "Hapū". Such hapū may only be encompassed by the Hapū (which would enable its Uri to register as Uri of the Hapū and have the rights of a Uri of the Hapū) with approval by Special Resolution in accordance with Schedule Four.

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

7.6 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.

7.7 To change name of trust

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

8 Do all other necessary or desirable things

The Trustees may do all other lawful things that are necessary or desirable in their opinion that meet the objects of the Trust and is for the benefit of the Beneficial Owners of the Trust.



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SCHEDULE THREE: HAPŪ REGISTER

1 TRUST TO KEEP REGISTER

1.1 Trust to maintain register

The Trustees will administer and maintain the Hapū Register which is a register of Uri of the Hapū.

1.2 Register to comply with this Schedule

- (a) The Hapū 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 Uri' details

The Hapū Register will record in respect of each Adult Uri, the full name, date of birth, postal address and email address (if available) for the purposes of Hapū elections and that information in the discretion of the Trustees may be used to update the HTST, TTOH or NKII register.

2.2 Beneficial Owner Identification Number

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

3 APPLICATIONS FOR REGISTRATION

3.1 Form of applications

All applications for registration as a Uri of the Hapū 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 Uri of the Hapū, including details of the whakapapa connection of the applicant to the Hapū;
- (c) the Marae (if known), hapū and iwi to which the applicant affiliates; and
- (d) the primary Marae, to which the applicant affiliates to; and
- (e) the primary hapū to which the applicant affiliates to;

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- (f) the ability for the Uri of the Hapū to indicate that they agree that his or her details on the Hapū Register may be made available to HTST, TTOH and NKII 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 Uri of the Hapū may be made by:

- (a) Uri of the Hapū who are 18 years of age or older, on their own behalf or by their legal guardian; and
- (b) other Uri of the Hapū who are under the age of 18 years, by their parent or legal guardian on their behalf.
- (c) Uri of the Hapū who are under the age of 18 years and have been registered by their parent or legal guardian will become a registered Adult Uri automatically on their 18th birthday.

4 **DECISIONS AS TO URI**

4.1 **Uri Committee**

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

4.2 **Composition of Uri Committee**

The Hapū Uri Committee will comprise of no less than two and no more than five Adult Uri, with the expertise and knowledge of the whakapapa of the Hapū necessary to make determinations regarding Uri applications.

4.3 **Consideration of applications**

All applications for Uri registration pursuant to clause 3.1 together with any supporting evidence shall be forwarded by the Trustees to the relevant Hapū Uri Committee.

4.4 **Decisions to be made on applications**

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

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

In the event that the Hapū Uri 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 within 40 working days of receipt of the application and enter the applicants name and other relevant details (including the Beneficial Owner identification number in accordance with clause 2.2) in the appropriate part of the Hapū Register.

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4.6 Notification to unsuccessful applicants

In the event that the Hapū Uri 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 within a reasonable time 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 21 of this deed; and
- (b) at any time seek to have his or her application reconsidered by the Hapū Uri 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 Uri of the Hapū .

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 Hapū Register is maintained in a condition that is as up to date, accurate and complete as possible in recording Uri of the Hapū.

5.2 Assistance in identifying Uri

In maintaining the Hapū Register the Trustees will include in the policies that it develops policies for assisting in the identification and registration of those Uri of the Hapū who are not for the time being on the Hapū 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 Uri of the Hapū but for whatever reason are not able to establish such Uri relationship.

5.3 Responsibility of Uri of Hapū

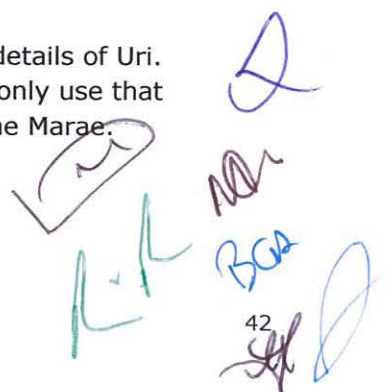
Notwithstanding clause 5.1 it will be the responsibility of each person who is a Uri of the Hapū (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name and address details for the time being are provided to the Trustees and updated. Any Uri of the Hapū may choose to terminate their registration as Uri of the Hapū, by notifying the Trustees in writing.

5.4 Consequences of registration

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

5.5 Information available to HTST, TTOH, NKII and Marae

The Hapū may provide to HTST, TTOH, NKII and/or the Marae the details of Uri. HTST, TTOH, NKII or the Marae that receive such information may only use that information for purposes in connection with HTST, TTOH, NKII or the Marae.



SCHEDULE FOUR: PROCEDURE FOR PASSING A SPECIAL RESOLUTION

1 THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 12.3 of this deed; or
- (b) approve a variation in accordance with clause 23 of this deed;
- (c) approve a hapū who has been added as a Beneficial Owner to be encompassed by the Hapū in accordance with clause 7.5 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 Uri of the Hapū who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

3 SPECIAL GENERAL MEETING REQUIRED

- 3.1 A SGM must be called for the purposes of considering one or more Special Resolutions and to elect the First Elected Trustees. 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 clause 4.1 of this Schedule must be given:
- (a) Either by posting to a physical address the Trustees hold for an Adult Uri or any other means as determined by the Trustees, including email and social media; and
 - (b) by newspaper advertisement, published on at least two separate days in a newspaper the Trustees consider circulates in an area where a significant number of Adult Uri reside.
- 4.3 Notices posted or emailed to an Adult Uri must include:



- (a) a valid voting form for the Special Resolution that contains sufficient information to identify the Adult Uri to whom the form was sent; and
- (b) sufficient detail to inform the Adult Uri 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 may not act as Returning Officer.
- 5.2 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 Uri 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 Uri 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 Uri of the result of the Special Resolution.

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EXECUTION

Signed by:

as Trustee

Renata Hakiwai
17/12/19

in the presence of:

[Signature]

Name: JASON FOX

Occupation: DIRECTOR

Address: 630 NELSON ST
HASTINGS.

Signed by:

as Trustee

Barry G Atkinson

in the presence of:

[Signature]

Name: JASON FOX

Occupation: DIRECTOR.

Address: 630 NELSON ST.
HASTINGS.

Signed by:

as Trustee

Mary Tukinaho
17/12/19.

in the presence of:

[Signature]

Name: JASON FOX

Occupation: DIRECTOR.

Address: 630 NELSON ST
HASTINGS.

Signed by:

as Trustee

Natasha Hanara

in the presence of:

[Signature]

Name: JASON FOX

Occupation: DIRECTOR.

Address: 630 NELSON ST
HASTINGS.

[Signature]
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[Signature]
[Signature]

Signed by: Barry G Atkinson
as Trustee
Barry G Atkinson

in the presence of:

[Signature]

Name: JASON FOX

Occupation: DIRECTOR.

Address: 630 NELSON ST
HASTINGS!

Signed by: [Signature]
as Trustee
Meihana Watson

in the presence of:

[Signature]

Name: JASON FOX

Occupation: DIRECTOR.

Address: 630 NELSON ST
HASTINGS!

Signed by: N. Harnar.
as Trustee
Natasha Harnar.

in the presence of:

[Signature]

Name: JASON FOX.

Occupation: DIRECTOR.

Address: 630 NELSON ST
HASTINGS.

[Signatures]
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