
DEED OF TRUST OF TE MANAWA O NGĀTI KURI TRUST

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TE MANAWA O NGĀTI KURI TRUST DEED

Executed as a deed on the day of 2013

BETWEEN **NGĀTI KURI TRUST BOARD**
(hereinafter called "the Settlor")

A N D **ABBEY SUBRITZKY BROWN, KAHUIPANI PETERA,
WHITIORA ABRAHAM, TOM PETRICEVICH, DONNA MARIE
SMITH, GRAEME NEHO, LILLIAN GRACE KARAKA,
WALTER JOHN WELLS, HENRI JACQUES BURKHARDT,
SHERIDAN AROHA WAITAI and CHARLIE KYLE SUCICH**
(hereinafter called "the Trustees")

BACKGROUND

- A.** We, acting collectively as the Settlor, the members and descendants of Ngāti Kuri, declare that in praying to Almighty God for divine guidance and enlightenment, assert the inalienable right as Tangatawhenua to enjoy, retain and promote our tribal inheritance and legacy of our language, customs and lores.
- B.** We, further assert the right to individually and collectively, promote the interests and rights of Ngāti Kuri and their descendants, economically, socially, culturally, politically and spiritually. Moreover, we accept our responsibilities and obligations to our nation and others with common objectives and to faithfully uphold the constitution.
- C.** The Settlor was incorporated as a Trust under the Charitable Trusts Act 1957 on 18 October 1993 and is the mandated iwi organisation and iwi aquaculture organisation for the iwi of Ngāti Kuri under the Maori Fisheries Act 2004 and Maori Commercial Aquaculture Claims Settlement Act 2004 respectively.
- D.** The Settlor is establishing this Trust to be known as Te Manawa O Ngāti Kuri to be the Post Settlement Governance Entity to receive the settlement of historic grievances under the Treaty of Waitangi and to manage the commercial and cultural affairs of Ngāti Kuri for their collective benefit.
- E.** The Settlor has caused to be paid into the name of the Trustee the sum of TEN DOLLARS (\$10.00) TO BE HELD by the Trustee upon the trusts and with the powers hereinafter contained AND it is anticipated that assets to be received from the Treaty

settlement will be paid to or transferred into or vested in the name or control of the Trustee.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

“Adult Member of Ngāti Kuri” means a Member of Ngāti Kuri who is 18 years of age or older;

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

“Annual Plan” means the annual plan of the Trust which is prepared in accordance with clause 9.1;

“Annual Report” means the annual report of the Ngāti Kuri Group which is prepared by the Trust in accordance with clause 10.1;

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

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

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

“Chief Returning Officer” means as the context requires:

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

“Commercial Activities” means any activity carried out in pursuit of the Trust’s Purposes which has as its principal objective the maximising of financial or economic returns to the Ngāti Kuri Group and shall include without limitation the management and administration of all commercial redress properties acquired in the settlement of the Ngāti Kuri claims;

“Community Development Activities” means any activity carried out in pursuit of the Trust’s Purposes which has as its principal objective the cultural and social development of Ngāti Kuri, and shall include without limitation:

- (a) the fostering of all aspects of Ngāti Kuri tikanga, reo, kawa and korero;
- (b) the provision of support and assistance to Members of Ngāti Kuri in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;

- (c) the development and enhancement of community facilities for the benefit of Ngāti Kuri; and
- (d) the provision of funding to Members of Ngāti Kuri for the cultural and social development of Ngāti Kuri.

“Community Development Trust” means the trust to be established by the Trust pursuant to clause 6 to undertake Community Development Activities;

“Company” means any company that the Trust establishes to undertake Commercial Activities;

“Consolidated Financial Statements” means the consolidated financial statements of the Ngāti Kuri Group prepared by the Trust in accordance with clause 10.1;

“Custodian Trustee” means Te Manawa O Ngāti Kuri Limited being the custodian trustee to be incorporated in accordance with clause 25.1:

“Customary Rights” means rights arising under customary law, including the following rights:

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

“Deed of Settlement” means the deed dated [date] between representatives of Ngāti Kuri and the Crown recording the settlement of the Ngāti Kuri Claims;

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

“Disputes Committee” means a committee formed in accordance with clauses 31.4 and 31.5;

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

“Electorate” means one of the Ngāti Kuri Rohe Electorate, the Muriwhenua Electorate or the General Electorate

“General Electorate” means the whole of the world outside both of the Ngāti Kuri Rohe Electorate and the Muriwhenua Electorate.

“General Manager” means the General Manager of the Trust appointed in accordance with clause 5.1;

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

“Kaunihera Kaumatua” means the Kaumatua Council appointed by the Trust under clause 4.1;

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

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

but does not include:

- (d) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust’s Assets (whether the Assets are held by the Trust or any other member of the Ngāti Kuri Group); or
- (e) any acquisition or disposition of Property by that member from or to any other wholly owned member of the Ngāti Kuri Group;

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

For the purposes of paragraphs (a) to (c) of this definition of the value of the Trust’s Assets shall be calculated based on the value of the assets of the Ngāti Kuri Group.

“Member of Ngāti Kuri” means:

- (a) every individual who is descended from a Ngāti Kuri Ancestor or Ancestors; or:
- (b) every individual who is recognised as Ngāti Kuri by customary adoption in accordance with Ngāti Kuri tikanga;

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

“Muriwhenua” means that area defined by the Muriwhenua Runanga in their application to the Waitangi Tribunal in 1985.

“Muriwhenua Electorate” means the area south of the Ngāti Kuri Rohe Electorate to the southern boundary of Muriwhenua, to the land north of a line from the northern shore of the Whangapae Harbour on the West Coast directly east to the Maunga-Taniwha ranges and thence across to the southern shore of the Mangonui harbour on the East Coast.

“Ngāti Kuri” means:

- (a) the collective group composed of individuals who descend from one or more Ngāti Kuri Tūpuna;

- (b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in subclause (a) including the following groups:

Ngāti Kaha, Te Kari, Whakakohatu, Ngāti Waiora, Te Mahoe, Ngāti Murikahara, Patukirikiri, Ringamaui, Pohotiare, Te Rori and Patukohatu.

- (c) every individual referred to in subclause (a);
- (d) for the purposes of this definition a person is **descended** from another person if the first person is descended from the other by:
- (i) birth;
 - (ii) legal adoption;
 - (iii) Māori customary adoption in accordance with Ngāti Kurī's tikanga for whangai

“Ngāti Kuri Tūpuna” means an individual or individuals who, at any time, after 6 February 1840 exercised Customary Rights predominantly in relation to the Ngāti Kuri Area of Interest by virtue of his or her being descended from one or more of the following tupuna:

- (a) Pohurihanga of the waka Kurahaupo;
- (b) Maieke

“Ngāti Kuri Area of Interest” means the Area of Interest of Ngāti Kuri as identified and defined in the Deed of Settlement;

“Ngāti Kuri Claims” means Ngāti Kuri historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngāti Kuri under the Treaty of Waitangi;

“Ngāti Kuri Group” means the Trust, the Company, the Community Development Trust, their subsidiaries (if any) and any trust(s) (whether incorporated or not) under their control and the Ngāti Kuri Trust Board PROVIDED that no obligations or responsibilities of the Ngāti Kuri Group under this Trust Deed shall extend to the Ngāti Kuri Trust Board to the extent such obligations or responsibilities are outside the control of the Trustees;

“Ngāti Kuri Register” means the register of Members of Ngāti Kuri that is to be maintained by the Trust in accordance with the First Schedule to this Trust Deed;

“Ngāti Kuri Rohe Electorate” means the entire peninsular north of the Ngāti Kuri southern boundary of Hukatere on the West Coast across to the southern most tip of Maunga Tohoraha (Mt Camel) on the East Coast.

“Ngāti Kuri Trust Board” means the incorporated trust registered under number 609639;

“Property” means all property (whether real or personal) and includes choses in action, rights, interests and money;

“Provisional Vote” means a vote cast pursuant to rule [] of the Second Schedule or rule [] of the Fourth Schedule, as the case may be.

“Registrar-General of Land” or **“Registrar-General”** means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952.

“Related Person” has the same meaning as provided in the Income Tax Act 2007.

“Settlement Act” means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the premises contained therein;

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

“Special Resolution” means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members of Ngāti Kuri who validly cast a vote in accordance with the process set out in the Fourth Schedule;

“Statements of Intent” means the statements of intent prepared by the Company in accordance with clause 11.1;

“Ten Year Plan” means the ten year plan of the Trust prepared in accordance with clause 9.2;

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

“Trust” means the trust created by this Trust Deed which is to be called the Te Manawa O Ngāti Kuri Trust;

“Trust Deed” means this deed of trust and includes the recitals and the schedules to this deed;

“Trust’s Assets” means the trust fund of the Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trust, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trust;

“Trust’s Purposes” means the objects and purposes set out in clause 2.4;

1.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other genders;
- (c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Trust Deed;
- (f) the schedules to this Trust Deed shall form part of this Trust Deed;

- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed;
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993;
- (i) references to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

2. CONSTITUTION, STATUS AND OBJECTS OF THE TRUST

2.1 Trust Established:

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

2.2 Trust Administration:

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

2.3 Powers of Trust:

The Trustees, on behalf of the Trust, shall be capable of holding real and personal property, of suing and being sued, and shall have all of the rights, powers and privileges of a natural person with the intention that they shall, in their capacity as Trustees, have the fullest powers necessary to do all such things that they consider necessary in their sole discretion to perform or otherwise carry out the Trust's Purposes.

2.4 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 present and future Members of Ngāti Kuri in accordance with this Trust Deed including, without limitation:

- (a) the promotion amongst Ngāti Kuri of the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Kuri;
- (b) the maintenance and establishment of places of cultural or spiritual significance to Ngāti Kuri;
- (c) the promotion amongst Ngāti Kuri of education, health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability; and
- (d) any other purpose that is considered by the Trust from time to time to be beneficial to Ngāti Kuri

2.5 Restriction on Major Transactions:

Notwithstanding clause 2.3, the Trust and any entity which is a member of the Ngāti Kuri Group must not enter into a Major Transaction unless that Major Transaction:

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

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Initial Trustees

Pending election and appointment of Trustees in accordance with the Second Schedule, the initial eleven Trustees shall be:

Abbey Subritzky Brown, Kahuipani Petera, Whitiara Abraham, Sheridan Aroha Waitai, Tom Petricevich, Donna Marie Smith, Graeme Noho, Lillian Grace Karaka, Walter John Wells, Henri Jacques Burkhardt and Charlie Kyle Sucich

3.2 Appointment in accordance with Second Schedule:

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

3.2 Trustees to control Trust affairs:

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

3.3 Proceedings of Trustees:

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

3.4 Trustees Remuneration

Trustees' remuneration must be determined by the Trustees on the basis of professional advice sought for that purpose and must reasonably reflect that advice.

3.5 Trustee Expenses

Trustees will be entitled to be reimbursed reasonable expenses incurred in relation to their acting as Trustees.

4. KAUNIHHERA KAUMATUA

4.1 Appointment of Kaunihera Kaumatua:

The Trust may from time to time appoint a Kaunihera Kaumatua on such terms of appointment, and subject to such rules and regulations, meeting procedures and processes, as may be prescribed by the Trust from time to time. The Trust shall when making appointments take into consideration the desirability of the Kaunihera Kaumatua being broadly representative of Ngāti Kuri.

4.2 Role of Kaunihera Kaumatua:

On request from the Trust, the Kaunihera Kaumatua will be responsible for advising the Trust on matters relating to the tikanga, reo, kawa, korero and whakapapa of Ngāti Kuri provided that nothing in this Trust Deed shall be deemed or construed so as to make the seeking or following of advice obtained from the Kaunihera Kaumatua as binding upon the Trust.

4.3 Trustees not to be members:

A Trustee may not contemporaneously with his or her holding office as Trustee be appointed to or remain part of the Kaunihera Kaumatua.

5. GENERAL MANAGER AND OTHER EMPLOYEES

5.1 Trust to appoint General Manager:

The Trust shall be operated in accordance with principles of good governance and the Trustees will, at an appropriate time, appoint a General Manager or other executive resource to manage the day to day administration of the Trust including without limitation the implementation of the Trust's planning, reporting and monitoring obligations under this Trust Deed.

5.2 Delegations to General Manager:

The General Manager shall exercise such powers and discretions as are delegated to him or her by the Trust from time to time.

5.3 Trustee Role:

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

6. TRUST TO ESTABLISH COMPANY AND TRUST

6.1 Establishment of Company and Trust:

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of Ngāti Kuri, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trust shall establish and oversee the operations of the Company and the Community Development Trust.

6.2 Ownership and Control of the Company:

The Company shall be 100% owned and controlled by the Trust.

6.3 Control of the Community Development Trust:

The Trust shall have and retain the power to appoint and remove the trustees of the Community Development Trust.

6.4 The Company:

The Company, once established, shall as its objective and sole purpose manage those of the Trust's Assets that are of a commercial nature, which the Company shall manage on a prudent, commercial and profitable basis and in doing so shall conduct or otherwise undertake all Commercial Activities of the Ngāti Kuri Group, either itself or through any subsidiary established for that purpose, on behalf of and solely for the benefit of the Trust in the furtherance of the Trust's Purposes.

6.5 Community Development Trust:

The Community Development Trust, once established, shall as its objective and sole purpose use and administer on behalf of the Trust such of the Trust's Assets as may be transferred or allocated to it for the purposes of conducting or undertaking Community Development Activities of the Ngāti Kuri Group, either itself or through any subsidiary or other entity established for that purpose, on behalf of and solely for the benefit of Ngāti Kuri.

6.6 Trust to monitor:

In giving effect to the Trust's Purposes the Trust shall be responsible for monitoring and otherwise overseeing the activities of the Company and the Community Development Trust. The Trust shall not conduct or otherwise undertake Commercial Activities or, in competition with the Community Development Trust, Community Development activities. The Trust shall also exercise its ownership or other rights

and interests in the Company and the Community Development Trust in such a way as to promote the performance by the Company and the Community Development Trust of their respective objectives and respective sole purposes as set out in this Trust Deed.

6.7 Assets held for Ngāti Kuri:

All assets held and income derived by any member of the Ngāti Kuri Group (excluding the Ngāti Kuri Trust Board), including the Company shall be held and derived for and on behalf of the Trust.

6.8 Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Trust Deed, all companies (including the Company) and other entities within the Ngāti Kuri Group shall be governed by their respective boards and the role of the Trust in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trust as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.

6.9 Remuneration of directors and other trustees:

The Trust shall determine the remuneration payable to any:

(a) director of the Company;

(b) trustee of the Community Development Trust..

7. APPOINTMENT OF DIRECTORS

7.1 Appointment and removal of directors:

The directors of the Company and the trustees of the Community Development Trust shall be appointed and removed by the Trust.

7.2 Directors of the Company:

There shall be not more than 5 and not less than 3 directors of the Company. Trustees may not comprise more than 40% of the directors of the Company or any other company in the Ngāti Kuri Group except for the Custodian Trustee.

7.3 Trustees of the Community Development Trust:

There shall be not more than 5 and not less than 3 trustees of the Community Development Trust. Trustees may not comprise more than 40% of the trustees of the Community Development Trust or any other trust in the Ngāti Kuri Group, except for the Trust and the Ngāti Kuri Trust Board.

7.4 Appointments with regard to skills and expertise:

A director of the Company and a trustee of the Community Development Trust shall only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates and bearing in mind the activities that the Company or the Community Development Trust undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board.

7.5 Rotation of directors of the Company:

All of the directors of the Company shall retire from office as at the date chosen for the annual general meeting of the Company three years after the date of their appointment. Retiring directors will be eligible for reappointment.

7.6 Rotation of trustees of the Community Development Trust:

All of the trustees of the Community Development Trust Company shall retire from office as at the date chosen for the annual general meeting of the Community Development Trust three years after the date of their appointment. Retiring trustees will be eligible for reappointment.

8. APPLICATION OF INCOME

8.1 Company to remit funds to the Trust:

The Company shall in each Income Year remit to the Trust so much of the surplus income derived by the Company on behalf of the Trust as is agreed between the Company and the Trust having regard to:

- (a) the Company's objective and sole purpose in clause 6.4 of this Trust Deed and the desirability of retaining and reinvesting income to meet that objective and purpose;
- (b) the projected operating requirements of the Company and its subsidiaries as set out in their plans; and
- (c) the responsibilities and duties of the directors of the Company to comply with the requirements of the Companies Act 1993.

8.2 Trust to make payments to Community Development Trust:

The Trust shall in each Income Year pay such portion of its income as it may determine to the Community Development Trust. The Community Development Trust shall apply all such income received by it towards the fulfilment of its objective and sole purpose as set out in clause 6.5 of this Trust Deed.

8.3 Trustees may apply income as they see fit:

Subject to any other requirements in this Trust Deed, the Trust may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted from the Company) in any Income Year as the Trust in its sole discretion thinks fit for or towards the Trust's Purposes.

8.4 Payments out of income:

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

8.5 Matters to consider in applying income:

In making any decision as to the application of the income in any Income Year, the Trust shall, in exercising its 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 Ngāti Kuri.

8.6 Accumulation in six months where income not applied:

Any income from any Income Year that is not paid or applied in accordance with this clause 8 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.

9. PLANS

9.1 Trust to prepare annual plan:

In addition to the requirement in clause 9.3, the Trust shall prepare no later than one month before the commencement of each Income Year an annual plan which specifies in respect of that Income Year information including:

- (a) the strategic vision of the Trust for the Ngāti Kuri Group;
- (b) the nature and scope of the activities proposed by the Trust for the Ngāti Kuri Group in the performance of the Trust's purposes;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Ngāti Kuri Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with; and
- (f) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Ngāti Kuri.

9.2 Trust to prepare Ten Year Plan:

In addition to the requirement in clause 9.3, the Trust shall also produce within 18 months following the execution of this Trust Deed, and update not less than every two years, a Ten Year Plan. Such a plan shall set out the longer term vision of the Trust in respect of the matters referred to in clause 9.1(a) to (f) and shall include a statement by the Trust of the commercial, management and distribution policies that the Trust intends to follow in respect of the Trust Assets.

9.3 Initial Annual Plan and Ten Year Plan

In addition to the requirements in clauses 9.1 and 9.2 the Trust shall, within one month of establishment of the Trust prepare and produce an Annual Plan and Ten Year Plan that comply with the matters in clause 9.1 and 9.2. Those plans shall have effect until such time as they are replaced by new plans as required in clause 9.1 and 9.2.

10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

10.1 Preparation of annual report:

The Trust must, within five months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Ngāti Kuri Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of

the Ngāti Kuri Group for that Income Year. The financial statements shall include as a separate item details of any remuneration to any Trustee and details of any premiums paid in respect of Trustees' indemnity insurance.

10.2 Audit of financial statements:

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

10.3 Appointment of auditor:

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

11. COMPANY AND COMMUNITY DEVELOPMENT TRUST PLANS AND REPORTS

11.1 Company and Community Development Trust to prepare Plans and Statements of Intent:

The Trust shall procure that the Company and the Community Development Trust will:

- (a) within three months of the establishment of the Company and the Community Development Trust respectively, prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the Trust update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) within three months of the establishment of the Company and the Community Development Trust respectively, prepare a ten year plan which shall be updated not less than every 2 years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than 1 month following the completion of the ten year plan referred to in paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Income Year, prepare an annual plan setting out the steps to be taken in the relevant Income Year to meet its ten year planning objectives and fulfil the objectives and principles of the Statement of Intent;
- (e) in addition to any normal reporting requirements, within 2 calendar months after the completion of the first, second and third quarter of each Income Year send to the Trust reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trust may require from time to time).

11.2 Trust approval required:

Prior to being implemented all Statements of Intent, ten year plans and annual plans must be approved by the Trust. Such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust's Assets and the Ngāti Kuri Group, and having regard to the specific roles of the Company and the Community Development Trust as set out in clause 6. However, nothing in this clause shall allow the Trust to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the directors of the Company, or the trustees of the Community Development Trust, shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.

11.3 Reports by the Company to comply with Companies Act 1993:

The Trust shall procure that all annual reports by the Company comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the Company or any of its subsidiaries, or the classes of business in which the Company has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993;
- (c) the auditor's report of the financial statements (or group financial statements) of the Company for that Income Year.

11.4 Community Development Trust to meet Companies Act standard:

All reports by the Community Development Trust shall be provided to the same standard, including as to form and content, as is required under clause 11.3 as if the Community Development Trust was a company.

11.5 Report to include comparison against plans:

In addition to the matters set out in clauses 11.3 and 11.4, the Trust shall procure that all reports by the Company and the Community Development Trust include a comparison of their performance against both their respective annual plans for that Income Year and their medium and longer term planning objectives (as set out in the 10 year plans and Statement of Intent).

11.6 Protection of sensitive information:

For the avoidance of doubt, nothing in this clause 11 limits or affects the rights of the Trust, as shareholder in the Company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Company where the Trust considers on reasonable grounds that the information is commercially or otherwise sensitive.

12. DISCLOSURE OF PLANS, REPORTS AND MINUTES

12.1 Documents to be available for inspection:

The Trust shall hold at its offices and make available for inspection by any Member of Ngāti Kuri during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three Income Years;
- (b) the Consolidated Financial Statements for the preceding three Income Years;

- (c) the Annual Plan;
- (d) the Ten Year Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with clause 14.14 of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) their own personal details on the Register;
- (h) the current Trust Deed; and
- (i) the current constitution of the Company; and
- (j) the trust deed of the Community Development Trust.

12.2 Costs of copying:

Any Member of Ngāti Kuri shall be entitled to obtain copies of this information. However the Trust shall also be entitled to recover at its discretion all reasonable copying or postage costs (if any).

13. NO DISCLOSURE OF SENSITIVE INFORMATION

- 13.1** For the avoidance of doubt, but subject to the Trust's reporting obligations in clauses 10.1, 12.1(a), 12.1(b), 12.1(f), 14.1(a) and 14.1(b), the Trust may at its sole discretion limit disclosure of any information about the activities or proposed activities of the Trust and the Ngāti Kuri Group which the Trust considers on reasonable grounds to be commercially or otherwise sensitive or subject to obligations of confidentiality.

14. GENERAL MEETINGS

14.1 Trust to hold annual general meeting:

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

- (a) report on the operations of the Ngāti Kuri Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) announce the names of all newly appointed Trustees;
- (e) approve the appointment of the auditor for the next Income Year;
- (f) report on the Trustees' remuneration;
- (g) undertake all other notified business; and

- (h) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

14.2 Report of Trustees' remuneration and appointment of auditor:

- (a) Except in respect to the period prior to the first annual general meeting of the Trust no remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been reported on to the Adult Registered Members of Ngāti Kuri present at the annual general meeting. Such report 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) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngāti Kuri present at the annual general meeting.

14.3 Notice of general meeting:

The Trust shall give not less than twenty-eight (28) days notice of the holding of the annual general meeting, such notice to be posted (including, by electronic form where available) to all Adult Registered Members of Ngāti Kuri at the last address shown for each such Adult Registered Member of Ngāti Kuri on the Ngāti Kuri Register. If notice sent to an electronic address fails, and the Trust is aware of the failure, then the notice must subsequently be sent to the last known physical address. Notice of the meeting shall also be inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trust considers that a significant number of Members of Ngāti Kuri reside. All such notices shall contain:

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

14.4 Notice of special meetings:

In addition to the annual general meeting of the Trust, the Trust shall convene a special general meeting of the Trust for the Members of Ngāti Kuri on the requisition of:

- (a) the Chairperson and Deputy Chairperson for the time being of the Trust; or
- (b) any 5 Trustees; or
- (c) 10% of Adult Registered Members of Ngāti Kuri.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Trust setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trust shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

14.5 Annual general meeting not limited to notified business:

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

14.6 Special meeting limited to notified business:

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

14.7 Invalidation:

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

14.8 Deficiency of notice:

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

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

14.9 Quorum:

The quorum required for any annual or special general meeting of the Trust shall be thirty (30) Adult Registered Members of Ngāti Kuri present in person, and one or more Trustees present in person.

14.10 Chairing of meetings:

The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one of their number to substitute as the chairperson for that meeting.

14.11 Voting:

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of Ngāti Kuri present shall have one vote. All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Ngāti Kuri who validly cast a vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members to verify their eligibility by a process directed by the chairperson of the meeting. However, except as provided in clauses 2.5, 14.1(e), 14.1(f) 14.2, 26.1, 27 and 28 and where Special Resolutions have been passed in accordance with the Fourth Schedule the Trust shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Trust's Assets and carrying out the Trust's Purposes.

14.12 Adjourned meetings:

If after one hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened 7 days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present after one hour from the time appointed for that adjourned meeting, the Adult Registered Members of Ngāti Kuri present will constitute a quorum.

14.13 Unruly meetings:

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

14.14 Minutes:

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

14.15 Minutes to be evidence of proceedings:

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

14.16 Minutes to be evidence of proper conduct:

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

15. DISCLOSURE OF INTERESTS

15.1 Definition of interested Trustee:

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

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

15.2 Disclosure of interest to other Trustees:

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

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

15.3 Recording of Interest:

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

16. DEALINGS WITH "INTERESTED" TRUSTEES

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

17. PROHIBITION OF BENEFIT OR ADVANTAGE

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

18 DISCLOSURE OF TRUSTEE REMUNERATION ETC

- 18.1** The Trust shall, in accordance with clause 10.1, show the amount of any remuneration paid to any Trustee and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity or insurance separately in the financial statements including any payments made pursuant to clause 21.

19. ADVICE TO TRUSTEES

19.1 Trust may rely on advice:

The Trust may, when exercising its powers or performing its duties, rely on reports, statements and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (a) an employee of the Trust whom the Trust believes on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) a professional adviser or expert in relation to matters which the Trust believes on reasonable grounds to be within the person's professional or expert competence.

19.2 Trust may obtain barrister's opinion:

If the Trust is in doubt over any matter relating to the management and administration of the Trust's Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister of the High Court of New Zealand of at least seven years' standing. This right to obtain and act upon a Barrister's opinion, however, will not restrict any right on the part of the Trust to apply to the High Court of New Zealand for directions.

20. LIABILITY OF TRUSTEES

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

21. INDEMNITY AND INSURANCE

21.1 Indemnity and insurance for Trustees:

Any Trustee, officer or employee of the Trust or of any other member of the Ngāti Kuri Group may be indemnified or have their insurance costs met out of the Trust's Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust or the Ngāti Kuri Group, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust or any member of the Ngāti Kuri Group with the object of fulfilling the Trust's Purposes.

21.2 Indemnity and insurance costs to be just and equitable:

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

21.3 Indemnity and insurance re specific trusts:

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

21.4 Record of decisions:

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

22. NGĀTI KURI NOT TO BE BROUGHT INTO DISREPUTE

22.1 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 Ngāti Kuri Group into disrepute.

22.2 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 any member of the Ngāti Kuri Group into disrepute.

22.3 Trustee may be censured or removed:

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

22.4 Censure or removal to be notified:

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

22.5 Effect of Removal:

A Trustee removed from office in accordance with clause 22.3 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.

22.6 Replacement of Trustee:

The removal of a Trustee in accordance with clause 22.3 shall give rise to a casual vacancy which shall be filled in accordance with rule 4.6 of the Second Schedule.

23. GIFTS OR DONATIONS

23.1 Trust may accept specific trusts:

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

23.2 Specific trusts to be separate:

If the Trust accepts a trust for any specific purpose as outlined in clause 23.1 above it must keep the property subject to such trust, and any income derived from it, separate from the Trust's Assets and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

23.3 Use of specific trust assets:

The Trust shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trust may hold, and the Trust shall also not use the Trust's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

23.4 Expenses of specific trusts:

Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Trust) of the administration expenses applicable to the Trust.

24. RECEIPTS FOR PAYMENTS

24.1 The receipt of the Trust signed by any person or persons authorised to give receipts on behalf of the Trust, shall be a complete discharge from the Trust for that payment.

25. CUSTODIAN TRUSTEE

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

- (a) The Trust's Assets may be vested in the custodian trustee as if the custodian trustee were sole Trustee;
- (b) The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Trust Deed shall remain vested in the Trustees as fully and effectively as if there were no custodian trustee;
- (c) The sole function of the custodian trustee shall be to hold the Trust Assets property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the custodian trustee shall execute all such documents and perform all such acts as the Trustees in writing direct;
- (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 trustee 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 Trustees;
- (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's Assets may be brought or defended in the name of the custodian trustee at the written direction of the Trustees and the custodian trustee shall not be liable for the costs; and
- (g) No person dealing with the custodian trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.
- (h) If the custodian trustee is incorporated all of the Trustees will be directors of the custodian trustee and the Trust will be the sole and exclusive shareholder.

26. AMENDMENTS TO TRUST DEED

26.1 Special Resolution required:

Subject to clause 26.2 and clause 26.3, all amendments to the Trust Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

26.2 Limitations on Amendment:

No amendment shall be made to the Trust Deed which:

- (a) changes the Trust's Objects and Purposes so that the Trust is no longer required to act for the collective benefit of the present and future Members of Ngāti Kuri;

- (b) changes this clause 26.2;
- (c) changes clause 28;
- (d) changes the requirement for a Special Resolution (as defined from time to time) in clause 26.1; and
- (e) changes the membership and beneficiary of the Trust.

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

Notwithstanding any other provision in this Trust Deed to the contrary, this Trust Deed must be amended by the Trustees to make the definition of Member of Ngāti Kuri, Ngāti Kuri, Ngāti Kuri Tupūna or Ngāti Kuri Claims the same as that set out in the final Deed of Settlement and the Settlement Legislation. If the Trust Deed is amended due to operation of this sub-clause a Special Resolution passed in accordance with the Fourth Schedule is not required.

26.4 Consideration of proposals

Every Adult Registered Member of Ngāti Kuri may put forward for consideration by the Trust proposals for amendments to the Trust Deed. Any proposal put forward under this clause 26.4 must be in writing and addressed to the Chairperson at the registered office of the Trust. Any proposal put forward under this clause 26.4 must be considered by the Trust at their next available meeting. If the Trust does not discard the proposal in accordance with clause 26.5 they may, in their discretion, discuss this at the next annual general meeting.

26.5 Proposals to be discarded

Where a proposal for amendments to the Trust Deed does not comply with clause 26.2, the Trust may in its discretion discard the proposal and the Trust will not be required to call a special general meeting in accordance with the Fourth Schedule.

27. RESETTLEMENT

The Trust has the power at any time or times by deed to settle or resettle any or all of the Trust's assets upon trust in any manner which in the opinion of the Trust is for the advancement or benefit of the Members of Ngāti Kuri, provided that the resettlement is approved by a Special Resolution.

28. TERMINATION OF TRUST

28.1 Subject to clause 26.2:

- (a) The trust established by this Trust Deed shall only be terminated or dissolved if the Adult Registered Members of Ngāti Kuri have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Trust's Purposes; and
- (b) On the termination or dissolution of this trust, the Trust's Assets after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members of Ngāti Kuri, as the Adult Registered Members of Ngāti Kuri shall by Special Resolution decide.

29. PERPETUITIES

Unless stated otherwise in the Settlement Act, the perpetuity period for the Trust is the period that commences on the date of this Trust Deed and ends eighty years less one day after that date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly.

30. ARCHIVING OF RECORDS

30.1 Records to be held for seven years:

All minutes and other records of any proceedings of the Trust and any companies and other entities in the Ngāti Kuri Group shall be held by the Trust and those companies and other entities for a period of seven years.

30.2 Records to be archived:

At the expiry of seven years the Trust shall archive the records of the Trust and the companies and other entities in the Ngāti Kuri Group for such period as the Trust considers necessary.

30.3 Records may be retained for longer:

Notwithstanding clauses 30.1 and 30.2 the Trust and any of the companies and other entities within the Ngāti Kuri Group may hold on to any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust or entity to which the information relates.

31. DISPUTE RESOLUTION

31.1 Disputes:

In the event that a dispute arises regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and korero of Ngāti Kuri then that dispute shall be referred in first instance to the Trust.

31.2 Notice of Dispute:

All disputes referred to the Trust in accordance with clause 31.1 shall be submitted to the Trust by notice in writing and the Trust shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

31.3 Reference of Dispute:

If a dispute is not settled within 30 days of the receipt by the Trust of written notice of the dispute in accordance with clause 31.2 then it shall be referred to a Disputes Committee constituted in accordance with clause 31.4 and 31.5.

31.4 Dispute Committee to be appointed as required:

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute, in question, and only after the expiry of the 30 day period referred to in clause 31.3.

31.5 Appointment and composition of Disputes Committee:

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

- (a) Three members of the Kaunihera Kaumatua appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such members cannot also be Trustees or employees of the Trust.

31.6 Role of Disputes Committee:

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

31.7 Deliberations of Disputes Committee:

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

31.8 Disputes Committee May convene hui:

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

31.9 Hui to meet notice requirements:

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

31.10 Notification of Outcome

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

32. REVIEW OF TRUST DEED

After five years from the date of the first election of Trustees, the Trust shall undertake a review of this Trust Deed and its operation with a view to reporting to the next annual general meeting of the Trust after the completion of the review on the effectiveness of the arrangements set out in this Trust Deed. The report shall include recommendations as to the amendments (if any) that should be made to this Trust Deed.

SIGNED FOR Ngāti Kuri Trust Board as Settlor
By two Trustees:

Signature: _____

Name: _____

Signature: _____

Name: _____

SIGNED BY Abbey Subritzky Brown as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Kahuipani Petera as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Whitiora Abraham as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Sheridan Aroha Waitai as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Tom Petricevich as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Donna Marie Smith as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Graeme Neho as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Lillian Grace Karaka as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Walter John Wells as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Henri Jacques Burkhardt as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY Charlie Kyle Sucich as an initial Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

**FIRST SCHEDULE
NGĀTI KURI MEMBERSHIP REGISTER**

1. TRUST TO KEEP REGISTER

1.1 Trust to maintain register:

The Trust shall administer and maintain the Ngāti Kuri Register which is a register of the Members of Ngāti Kuri.

1.2 Register to comply with this Schedule:

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

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details:

The Ngāti Kuri Register shall record in it the full names, dates of birth and postal addresses of the Members of Ngāti Kuri and the Electorate in which they have their principal place of residence.

2.2 Beneficiary Registration Number:

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

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications:

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

- (a) the full name, date of birth, postal address, principal place of residence and email address(if available) of the applicant;
- (b) the whakapapa through which the applicant claims affiliation to Ngāti Kuri;
- (c) such evidence as the Trust may from time to time require as to that applicant's status as a Member of Ngāti Kuri or their principal place of residence.

3.2 Applications to be made by:

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

- (a) Members of Ngāti Kuri who are 18 years of age or older, on their own behalf or by their legal guardian;
- (b) other Members of Ngāti Kuri 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 Validation Committee to be established:

The Trust shall establish a Membership Validation Committee to make decisions on all applications made pursuant to rule 3.1 of this Schedule by any person for the recording in the Ngāti Kuri Register of that person's membership of Ngāti Kuri and the Electorate to which that person belongs.

4.2 Composition of Membership Validation Committee:

The Membership Validation Committee shall comprise not less than 3 and not more than 5 members of Ngāti Kuri, appointed by the Trust from time to time, with the expertise and knowledge of Ngāti Kuri whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Kuri whakapapa may be appointed to the Membership Validation Committee.

4.3 Consideration of applications:

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

4.4 Decisions to be made on applications:

Upon receipt of an application for membership in accordance with rule 3.1 of this Schedule the Membership Validation Committee shall consider the application and shall make a decision as to whether or not the applicant should be accepted as a Member of Ngāti Kuri and the Electorate to which that person belongs.

4.5 Successful applications to be notified and registered:

In the event that the Membership Validation Committee decides that the application should be accepted then such decision shall be notified in writing to the Trust, which shall in turn notify the applicant and enter the applicant's name and other relevant details (including beneficiary identification number in accordance with rule 2.2) in the appropriate part of the Ngāti Kuri Register.

4.6 Notification of unsuccessful applicants:

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

4.7 Unsuccessful applicant may reapply:

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

5. MAINTENANCE OF REGISTER

5.1 Trust to establish policies:

The Trust shall take such steps and institute such policies as are necessary to ensure that the Ngāti Kuri Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Ngāti Kuri and the Electorate to which they belong.

5.2 Assistance in identifying membership:

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

5.3 Responsibility of Members of Ngāti Kuri:

Notwithstanding rule 1.1 of this Schedule it shall be the responsibility of each person who is a Member of Ngāti Kuri (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 Ngāti Kuri Register and that his or her full postal address, principal place of residence and email address for the time being is provided and updated.

5.4 Consequences of registration:

Registration of any person on the Ngāti Kuri Register as a Member of Ngāti Kuri shall be conclusive evidence of that person's status as a Member of Ngāti Kuri.

SECOND SCHEDULE ELECTIONS OF TRUSTEES

1. PROCEDURE

1.1 This Schedule to apply:

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

2. ELIGIBILITY FOR APPOINTMENT

2.1 Nominee to be registered:

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

2.2 Trustees Roles:

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

2.3 Number of Trustees to be Limited:

There shall be no more than 11 Trustees, elected as follows:

- (a) three Trustees elected by the Adult Registered Members of Ngāti Kuri residing within the Ngāti Kuri Rohe Electorate; and
- (b) three Trustees elected by the Adult Registered Members of Ngāti Kuri residing within the Muriwhenua Electorate; and
- (c) five Trustees elected by the Adult Registered Members of Ngāti Kuri residing within the General Electorate.

3. ELECTION OF TRUSTEES

3.1. Election of Trustees:

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

3.2. Electorate Votes:

Each Adult registered Member of Ngāti Kuri may vote once for the election of a Trustee standing in the Electorate under which the Adult Registered Member is registered as residing. For the purposes of this Deed an Adult Registered Member of Ngāti Kuri resides within the Ngāti Kuri Rohe or the Muriwhenua region when he or she has his or her main place of residence within that Rohe or region.

4. TERM OF OFFICE

4.1 Term of office:

Subject to rule 4.2 of this Schedule the Trustees from time to time shall hold office for a term of 3 years.

4.2 Retirement and rotation of initial Trustees:

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

- (a) As at the date of the annual general meeting of the Trust in the first Income Year following the Settlement Date, two of the initial Trustees being Whitiara Abraham (Ngāti Kuri Rohe) and Charlie Kyle Sucich (General) shall retire and an election shall be held for those two Trustee positions;
- (b) As at the date of the annual general meeting of the Trust in the second Income Year following the Settlement Date, a further five of the initial Trustees being Kahupani Petera (Ngāti Kuri Rohe) Donna Marie Smith (Muriwhenua) and Henri Jacques Burkhardt, Walter John Wells and Lillian Grace Karaka (General), shall retire and an election shall be held for those five Trustee positions;
- (c) As at the date of the annual general meeting of the Trust in the third Income Year following the Settlement Date, the remainder of the Initial Trustees being Abby Subritzky Brown (Ngāti Kuri Rohe) Sheridan Aroha Waitai (Muriwhenua) and Tom Petricevich and Graeme Noho (General), shall retire and an election shall be held for those four Trustee positions.

4.3 Order of retirement of initial Trustees:

In the event of a casual vacancy arising, or other unforeseen event causing the retirement order of the initial Trustees under rule 4.2 of this Schedule to be impracticable the order of retirement shall continue to apply but will be brought forward in time or if that is impracticable shall be determined by agreement failing which the determination shall be made by lot.

4.4 Term following retirement of initial Trustees:

Following the retirement of the initial Trustees in accordance with rule 4.2 of this Schedule, each Trustee shall hold office until the conclusion of the annual general meeting of the Trust in the third Income Year following his or her appointment. However, if because of a review of the election of a Trustee's replacement under rule 13 of this Schedule the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

4.5 Eligibility of retiring Trustees:

Retiring Trustees shall be eligible for re-election.

4.6 Casual vacancies:

Should:

- (a) There be no person elected to replace a Trustee following that Trustee's retirement; or
- (b) Any casual vacancy arise prior to the expiry of any Trustee's term of office; and
- (c) the term to run for that vacant position in either 4.6(a) and 4.6(b) exceeds six months;

then that vacancy shall be filled by the appointment as a Trustee of the next highest polling candidate who stood for election as a Trustee in the last election held in accordance with this Schedule in the relevant Electorate to which the vacancy relates. If such next highest polling candidate refuses appointment or is unavailable the position will be left vacant until the next election.

4.7 Term of casual appointments:

In the case of an appointment made pursuant to rule 4.6 of this Schedule the Trustee thereby appointed shall hold office until the next annual general meeting following the date of their appointment. If such a Trustee wishes to be elected as a Trustee they will require nomination in the same way as any other candidate.

5. TIMING OF ELECTIONS

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

6. MAKING OF NOMINATIONS

6.1 Calling for nominations:

The Trust shall give notice calling for nominations for those Trustee positions for which elections are required at least 3 months before the annual general meeting of the Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with rule 5 of this Schedule. Such notice shall specify the method of making nominations and the latest date by which nominations must be made and lodged with the Chief Returning Officer.

6.2 Timing for nominations:

All nominations must be lodged with the Chief Returning Officer no later than 20 Business Days following the date upon which the notice calling for nominations is first given.

6.3 Form of notice:

All notices given under this rule shall be given in the following manner:

- (a) By post (or by electronic form where available) to each Member of Ngāti Kuri shown on the Ngāti Kuri Register as entitled to vote at the election of trustees (being an Adult Registered Member of Ngāti Kuri who is recorded on the Ngāti Kuri Register) and to any other Member of Ngāti Kuri 18 years of age or older who has made a written request for a notice. If notice sent to an electronic address fails, and the Trust is aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) by newspaper advertisement published on at least 2 separate days and inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Trust considers that a significant number of Members of Ngāti Kuri reside; and
- (c) by such other means as the Trust may determine.

6.4 Inclusion of invitation to register:

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngāti Kuri Register, and shall set out the date upon which a

registration must be received for the applicant, if successful, to be eligible to vote in the notified election, being the same date as that fixed as the latest date for making and lodging nominations.

6.5 Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than three (3) Adult Registered Members of Ngāti Kuri shown on the Ngāti Kuri Register as being entitled to vote in respect of the election in accordance with the First Schedule. The nominators do have to reside in the Electorate which the candidate wants to represent but the candidate does not.

6.6 Consent of nominee:

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

- (a) The date of the nomination; and
- (b) The Electorate which the candidate wants to represent as a Trustee; and
- (c) The full name and full current address of the candidate; and
- (d) The full names and full current addresses of the 3 or more nominating persons; and
- (e) Any other information required from the candidate on the nomination paper including a personal profile and confirmation that the candidate is not precluded from being nominated as a Trustee by clause 6.7 under this Schedule.

6.7 Eligibility for nomination:

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

- (a) is not also being nominated for election as a trustee of the Ngāti Kuri Trust Board; or
- (b) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 or a criminal offence punishable with a term of imprisonment of more than five years within the preceding six years; or
- (c) has been charged with an offence within the terms of subclause (a) and discharged without conviction within the preceding six years; or
- (d) is bankrupt or has made any composition or arrangement with his or her creditors; or
- (e) has been convicted of an indictable offence; or

- (f) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (g) has within the last 3 years been removed from the office of Trustee in accordance with clause 22.3.

7. HOLDING OF ELECTIONS

7.1 Mode of Voting at Elections:

Subject to rule 7.3 of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be delivered to the Chief Returning Officer by post or by electronic form where available. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

7.2 No elections where nominees equal vacancies:

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

7.3 Adult Members to vote in elections:

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

- (a) each such Adult Member of Ngāti Kuri will only be eligible to cast one vote in an election and only in the Electorate to which he or she is registered (because of their place of residence); and
- (b) each such Adult Member of Ngāti Kuri is either recorded in the Ngāti Kuri Register as an Adult Registered Member of Ngāti Kuri or has completed and sent with their voting form an application form for registration which complies with rule 3.1 of the First Schedule.

8. NOTICE OF ELECTIONS

8.1 Notice to be given:

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

8.2 Period of notice:

The Trust shall give not less than 20 Business Days notice of the closing date for the elections and the method by which votes may be cast as set out in rule 7.1 of this Schedule.

8.3 Method of giving notice:

Notice under rule 8.2 of this Schedule shall be given by:

- (a) posting notice (including, by electronic form where available) to each Member of Ngāti Kuri shown on the Ngāti Kuri Register as entitled to vote at the election (being an Adult Registered Member of Ngāti Kuri who is recorded in the Ngāti Kuri Register as a Member of Ngāti Kuri). If notice sent to an electronic address fails, and the Trust is aware of the failure, then the notice must subsequently be sent to the last known physical address;

- (b) inserting a prominent advertisement on at least 2 separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trust considers that a significant number of Members of Ngāti Kuri 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 Members of Ngāti Kuri reside; and
- (d) posting on the Trust website, if it has one.

8.4 General content of notices:

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

- (a) a list of the candidates for election as Trustees and for which electorate they are standing;
- (b) the mode by which votes may be cast as set out in rule 7.1 of this Schedule.

8.5 Additional content of notice:

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

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

8.6 Additional information in other notices:

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

9. POSTAL VOTING

9.1 Other details to accompany vote:

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

9.2 Timing of postal votes:

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

10. APPOINTMENT OF CHIEF RETURNING OFFICER

10.1 Appointment of Chief Returning Officer:

For the purposes of elections the Trust shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections.

10.2 Chief Returning Officer to receive voting forms:

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

10.3 Only one vote to be cast:

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

10.4 Validity of Provisional votes:

Where an applicant for registration as a Registered Member of Ngāti Kuri has cast a vote in accordance with rule 7.3(b), the vote is a Provisional Vote until the application for registration is approved by the Membership Validation Committee as set out in the First Schedule, and where the application is unsuccessful, the vote is invalid.

10.5 Recording of votes:

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

11. COUNTING OF VOTES

11.1 All votes to be counted:

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

11.2 Certification and notifying election result:

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Trust. The Trust shall thereafter advise the candidates of the result and give notice of the same at the annual general meeting of the Trust in accordance with clause 14.1(d). The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected Trustees.

11.3 Provisional Votes:

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

(a) if the validity or otherwise of the Provisional Votes may affect the outcome of the election, the Chief Returning Officer may not certify the result of the election until the validity of the Provisional Votes has been confirmed pursuant to rule 10.5 of this Schedule and any valid Provisional Vote has been counted;

(b) if the validity or otherwise of the Provisional Votes will not affect the result of the election, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional votes has not been confirmed pursuant to rule 10.5 of this Schedule and the Provisional Votes have not been counted.

12. RETENTION OF ELECTION RECORDS

12.1 Compiling and sealing voting records:

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

12.2 Retention and disposal of packets:

Subject to rule 14.1(b) the sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trust for a period of 1 year from the closing date for making votes in the election to which the packet relates. At the expiry of that 1 year period the packets shall be destroyed unopened.

13. REVIEW OF ELECTION RESULTS

13.1 Candidates may seek review:

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

13.2 Appointment of Electoral Review Officer:

For the purposes of carrying out reviews in respect of any election the Trust shall on receiving an application for a review forthwith ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the Auckland District Law Society or his or her nominee.

13.3 Electoral Review Officer to conduct reviews:

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

13.4 Form of request for review:

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

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

13.5 Service of application on other candidates:

The application for review and any accompanying evidence shall also be served by the candidate in rule 13.1 upon all other candidates in the election to which the review relates, either at the same time, or as close thereto as is possible, as the review application is lodged with the Trust.

13.6 Costs:

Upon making an application for review the applicant shall also lodge with the Trust the sum of \$1,000 in lieu of the costs of undertaking the review. That sum shall be held by the Trust pending the outcome of the review application. If the application is successful the \$1,000 shall be refunded to the applicant, otherwise it shall be used to off-set the costs of the review.

14. CONDUCT OF REVIEW

14.1 Notification of Electoral Review Officer:

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

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

14.2 Electoral Review Officer to exercise wide powers:

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

14.3 Electoral Review Officer to be guided by substantial merits:

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

14.4 Certification of result of review:

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

14.5 Decision to be final:

All decisions of the Electoral Review Officer shall be final and there shall be no other rights of review or appeal granted by the Trust.

15. TERMINATION OF OFFICE OF TRUSTEES

15.1 Termination of office of Trustees:

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

- (a) retires from office by giving written notice to the Trust or dies; or
- (b) completes his or her term of office and is not reappointed; or
- (c) refuses to act; or
- (d) is absent without leave from 3 consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson; or
- (e) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 or a criminal offence punishable with a term of imprisonment of more than five years within the preceding six years; or
- (f) has been charged with an offence within the terms of subclause (e) and discharged without conviction within the preceding six years; or
- (g) has signed a Nomination Form for their election as a Trustee which contains false or materially misleading information and is then removed from the office

of Trustee by a resolution in accordance with the procedure set out in clause 22.3; or

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

16. RECORD OF CHANGES OF TRUSTEES

16.1 Record of changes of Trustees:

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

THIRD SCHEDULE PROCEEDINGS OF TRUSTEE MEETINGS

1. TRUSTEES TO REGULATE MEETINGS

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

2. NOTICE OF MEETING

2.1 Notice to Trustees:

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least 7 days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice:

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

2.3 Waiver of notice:

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

2.4 Meeting limited to notified business:

No business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.

2.5 Deficiency of notice:

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

3. QUORUM

- 3.1 Six Trustees shall constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint:

At the first meeting of the Trustees following an election the Trustees shall appoint one of their number to be Chairperson, and (at their discretion) one to be Deputy Chairperson. Except in the case of the initial Trustees in clause 3.1 the Chairperson and Deputy Chairperson must have served at least one term.

4.2 Voting on appointment:

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

4.3 Termination of office:

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

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote:

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

5.2 Chairperson:

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

5.3 Vacancies:

The Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Trustees to fill any vacancy or vacancies, and for no other purpose.

5.4 Defects of appointment:

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

5.5 Unruly meetings:

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

6. DELEGATION TO COMMITTEES BY TRUSTEES

6.1 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.

6.2 Committees to report to Trustees:

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

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

6.3 Regulation of procedure by committees:

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

7. WRITTEN RESOLUTIONS

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

8. MINUTES

8.1 Minutes to be kept:

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

8.2 Minutes to be evidence of proceedings:

Where any minute of the proceedings at a meeting is purported to be signed by the Chairperson of that meeting such minute shall be evidence of those proceedings.

8.3 Minutes to be evidence of proper conduct:

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

9. TELECONFERENCE MEETINGS

- 9.1** For the purposes of these rules a Teleconference Meeting between a number of Trustees or committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a

Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;

- (b) throughout the Teleconference Meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the chairperson's express consent;
- (e) a minute of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting.

10. FORMS OF CONTRACTS

10.1 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.

10.2 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.

10.3 Oral contracts:

Any contract which, if made between private persons, may be made orally may be made in the same manner by or on behalf of the Trust by any Trustee or the General Manager, in either case acting by direction of the Trust.

10.4 Contracts pursuant to resolution:

Notwithstanding anything to the contrary in this rule, 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 rule if it was made pursuant to a resolution of the Trustees.

**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 2.5; or
- (b) amend this Trust Deed in accordance with clause 26;
- (c) approve a resettlement in accordance with clause 27;
- (d) terminate the Trust in accordance with clause 28; or

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

2.1 Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the special general meeting held for the purposes of considering the Special Resolution, or by post.

3 VOTING

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

4. SPECIAL GENERAL MEETING REQUIRED

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

5. NOTICE

5.1 Notice of special general meeting:

The Trust shall give not less than twenty-eight (28) days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the special general meeting shall be given in the same notice).

5.2 Method of giving notice:

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

- (a) in writing and posted (including, by electronic form where available) to all Adult Registered Members of Ngāti Kuri at the last address shown for each such Adult Registered Member of Ngāti Kuri on the Ngāti Kuri Register. If notice sent to an electronic address fails, and the Trust is aware of the failure,

then the notice must subsequently be sent to the last known physical address.; and

- (b) Advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trust consider that a significant number of Members of Ngāti Kuri reside.

5.3 Content of notice to members:

All notices given in accordance with rule 5.2(a) of this Schedule shall contain:

- (a) the date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- (b) details of the proposed Special Resolution;
- (c) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- (d) details of the procedure to be followed in making a postal vote or a vote by electronic means where available, including the date voting closes;
- (e) a statement that postal votes may either be delivered to the Chief Returning Officer at the special general meeting, or posted or by electronic means; and
- (f) a voting form.

5.4 Content of advertisement:

All advertisements published in accordance with rule 5.2(b) shall contain the matters referred in rule 5.3(a) and (b) together with details of how and where any further information can be obtained.

6. POSTAL VOTING

6.1 Other details to accompany vote:

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

6.2 Timing of Postal Votes:

Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

6.3 Postal Votes may be received at the special general meeting:

Voting forms may be delivered to the Chief Returning Officer at the special general meeting, rather than being posted or sent by electronic means.

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1 Appointment of Chief Returning Officer:

For the purposes of the Special Resolution, the Trust shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust.

7.2 Chief Returning Officer to receive voting forms:

Voting forms must be addressed to the Chief Returning Officer.

7.3 Chief Returning Officer to be present at special general meeting:

The Chief Returning Officer must be present at the special general meeting. The Chief Returning Officer will be available to collect any completed voting forms at the special general meeting. The Chief Returning Officer shall also ensure that additional voting forms are available at the special general meeting.

7.4 Eligibility to Vote:

Those eligible to vote on a special resolution are:

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

7.5 Only one vote to be cast:

The Chief Returning Officer must:

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

7.6 Recording of votes:

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

8. COUNTING OF VOTES

8.1 All votes to be counted:

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

8.2 Certification and notifying result:

Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution and communicate the result to the Trust.

8.3 Provisional Votes:

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

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

pursuant to rule 7.5(b) of this Schedule and the Provisional Votes have not been counted.

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

- 9.1** Except as otherwise set out in this Schedule the provisions of clause 14 shall apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.