

Date 25 February 2026

**DEED OF TRUST OF NGĀTI RUAPANI MAI
WAIKAREMOANA TRUST
(TE WHARE TAUPOKI O WAIKAREMOANA)**

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NGĀTI RUAPANI MAI WAIKAREMOANA TRUST DEED OF TRUST

Executed as a deed on the day of February 2026

BACKGROUND

- A. Ngāti Ruapani mai Waikaremoana received a Crown recognised mandate on 29 October 2019. Terms of Negotiation between the negotiating group and the Crown was signed on 19 March 2020. An Agreement in Principle was signed on 27 August 2022. The Deed of Settlement to give effect to the Agreement in Principle was ratified and signed between the parties on 25 February 2026.
- B. The Crown has acknowledged that it has failed to meet its Treaty obligations with respect to Ngāti Ruapani mai Waikaremoana and accordingly confirms it will provide land and financial redress once the settlement legislation being enacted.
- C. Te Whare Taupoki o Waikaremoana has been created to receive the settlement assets on behalf of all members, marae and hapū of Ngāti Ruapani mai Waikaremoana.
- D. Ngāti Ruapani mai Waikaremoana affirms its whakapapa connection and enduring kinship with Ngāi Tūhoe and Ngā Pōtiki, grounded in shared descent at Waikaremoana, and upholds Te Mana Motuhake o Tūhoe.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

"Adult Member of Ngāti Ruapani mai Waikaremoana" means a Member of Ngāti Ruapani mai Waikaremoana who is 18 years of age or over;

"Adult Registered Member of Ngāti Ruapani mai Waikaremoana" means a Member identified on the Register as being 18 years of age or over;

"Annual Plan" means as the context requires:

- (a) the annual plan of the Trust which is prepared in accordance with clause 10.1; or
- (b) the annual plan of a Subsidiary which is prepared in accordance with clause 12.1(d);

"Annual Report" means the annual report of the Ngāti Ruapani mai Waikaremoana Group which is prepared by the Trustees in accordance with clause 11 1;

"Appointing Hapū" means the Hapū responsible for appointing the relevant Trustee(s) as contemplated in clause 3.2 and 3.3 of the Second Schedule;

"Appointment Officer" means the person appointed from time to time as appointment officer for the purposes of trustee appointments in accordance with rule 10.1 of the Second Schedule.

"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;

"Basic Trust Information" means the basic trust information specified in section 51(3) of the Trusts Act 2019;

"Business Day" means a day of the week other than:

- (a) Saturday and Sunday;
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki / Matariki Observance Day and Labour Day;
- (c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
- (d) a day in the period commencing with 25 December in any year and ending with 4 January in the following year (both days inclusive); and
- (e) Hawke's Bay Anniversary Day;

"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 Executive" means the person appointed in accordance with clause 6.1;

"Chief Returning Officer" means the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with rule 7.1 of the Fourth Schedule;

"Consolidated Financial Statements" means the consolidated financial statements of the Ngāti Ruapani mai Waikaremoana Group prepared by the Trustees in accordance with clause 11.1;

"Core Documents" means the documents specified in section 45 of the Trusts Act 2019;

"Custodian Trustee" means the custodian trustee that may be appointed or incorporated in accordance with clause 25.1;

"Customary Rights" means rights according to Ngāti Ruapani mai Waikaremoana tikanga (customary values and practices) including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources;

"Deed" and **"Trust Deed"** mean this deed of trust and include the background and the schedules to this deed;

"Deed of Settlement" means the deed **dated** 25 February 2026 between the body of Ngāti Ruapani mai Waikaremoana and the **Crown** recording the settlement of the Ngāti Ruapani mai Waikaremoana Claims;

"Default Duty" has the same meaning as provided in section 9 of the Trusts Act 2019;

"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;

A person is **"descended"** from another person if the first person is descended from the other by:

- (a) birth; or
- (b) legal adoption; or
- (c) customary adoption in accordance with Ngāti Ruapani mai Waikaremoana's tikanga (customary values and practices);

"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 12.2 of the Second Schedule;

"Five Year Plan" means as the context requires:

- (a) the five year plan of the Trust prepared in accordance with clause 10.2; or
- (b) the five year plan of a Subsidiary which is prepared in accordance with clause 12.1(c);

"Hapū" means each of the following groups of Members of Ngāti Ruapani mai Waikaremoana:

- (a) Hapū of Ngāti Ruapani (predominantly affiliated to Te Waimako and Te Kuha);
- (b) Hapū of Ngāti Hinekura (predominantly affiliated to Te Kuha);
- (c) Hapū of Whānau Pani (predominantly affiliated to Te Waimako); and
- (d) Any other hapū grouping validly recognised as a Hapū of Ngāti Ruapani mai Waikaremoana in accordance with the process set out in the Fifth Schedule.

"Income Year" means any year or accounting period beginning 1 July of one calendar year and ending 30 June of the following calendar year or any other 12 month period that the Trustees by resolution adopt;

"Initial Trustees" means the Trustees identified in clause 3.1;

"Kaumatua Council" means the Kaumatua Council appointed by the Trust under clause 5.1;

"Major Transaction" in relation to any member of the Ngāti Ruapani mai Waikaremoana 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 Ruapani mai Waikaremoana Group); or
- (e) any acquisition of Property by a member of the Ngāti Ruapani mai Waikaremoana Group from any other member of Ngāti Ruapani mai Waikaremoana Group; or
- (f) any disposition of Property by a member of the Ngāti Ruapani mai Waikaremoana Group to any other member of the Ngāti Ruapani mai Waikaremoana 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 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, the value of the Trust's Assets shall be calculated based on the value of the assets of the Ngāti Ruapani mai Waikaremoana Group;

"Mandatory Duty" has the same meaning as provided in section 9 of the Trusts Act 2019;

"Marae" means, any of Te Kuha Marae, Te Waimako Marae, and/or Te Putere Marae or any marae of a Hapū recognised in accordance with the Fifth Schedule;

"Member of Ngāti Ruapani mai Waikaremoana" means an individual referred to in paragraph (a) of the definition of Ngāti Ruapani mai Waikaremoana;

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

"Ngāti Ruapani mai Waikaremoana" means:

- (a) the collective group composed of individuals who are descended from an Ancestor of Ngāti Ruapani mai Waikaremoana; and
- (b) includes those individuals; and
- (c) includes any whānau, hapū or group to the extent that it is composed of those individuals referred to in paragraph (b), including the following groups:
 - (i) Ngāti Ruapani;
 - (ii) Ngāti Hinekura;
 - (iii) Whānau Pani;
 - (iv) Ngāi Tarapāroa.

"Ngāti Ruapani mai Waikaremoana Ancestor" means an individual who:

- (a) exercised customary rights by virtue of being descended from:
 - (i) Ruapani and 1 or more of Hinekura, Pukehore, and/or Tuwai; or
 - (ii) any recognised ancestor of a whānau, hapū, or group referred to in paragraph (c) of the definition of Ngāti Ruapani mai Waikaremoana; and
- (b) exercised customary rights predominantly in relation to the Ngāti Ruapani mai Waikaremoana Area of Interest at any time after 6 February 1840.

"Ngāti Ruapani mai Waikaremoana Area of Interest" means the Area of Interest of Ngāti Ruapani mai Waikaremoana as identified and defined in the Deed of Settlement;

"Ngāti Ruapani mai Waikaremoana Claims" means Ngāti Ruapani mai Waikaremoana historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngāti Ruapani mai Waikaremoana under the Treaty of Waitangi, as identified in the Deed of Settlement;

"Ngāti Ruapani mai Waikaremoana Group" means the Trust and its Subsidiaries (if any);

"Ngāti Ruapani mai Waikaremoana Register" means the register of Members of Ngāti Ruapani mai Waikaremoana that is to be maintained by the Trustees in accordance with the First Schedule to this Deed;

"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 10.3 of the Second Schedule or rule 8.3 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 231 of the Land Transfer Act 2017;

"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 promises contained within that deed;

"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 in accordance with the process set out in rule 3 of the Fourth Schedule;

"Statements of Intent" means the statements of intent prepared by a Subsidiary in accordance with clause 12.1(a);

"Subsidiaries" or "Subsidiary" means any entity or trust that is:

- (a) wholly owned; or
- (b) controlled directly

by the Trust;

"Te Kūha Marae" means Te Kūha Tārewa Marae, Kūha Pā Road, Waikaremoana;

"Te Pūtere Marae" means Te Pūtere Marae;

"Te Waimako Marae" means Waimako Marae, Waimako Pā, SH 38, Waikaremoana.

"Trust" means the trust created by this Deed which is to be called the Ngāti Ruapani mai Waikaremoana Trust, also known as Te Whare Taupoki o-Waikaremoana;

"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 Trustees, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees;

"Trust Information" has the same meaning as provided in section 49 of the Trusts Act 2019;

"Trust's Purpose" means the object and purpose set out in clause 2.3;

"Trust Period" means the period from the date of this Deed until the Vesting Day;

"Trustees" means the trustees appointed from time to time in accordance with clause 3.1 and the Second Schedule of this Deed to represent Ngāti Ruapani mai Waikaremoana and to act as the trustees for the time being of the Trust and **"Trustee"** shall mean any one (1) of those persons;

2. ESTABLISHMENT AND OBJECT 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 Deed. The Trustees further acknowledge that the trust hereby created shall be known as Te Whare Taupoki o Waikaremoana or Ngāti Ruapani mai Waikaremoana Trust.

2.2 Trust Administration:

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

2.3 Object and purpose of the Trust:

The purpose for which the Trust is established is to receive, manage, hold and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of Ngāti Ruapani mai Waikaremoana in accordance with this Deed.

Without limiting in any way the generality of the foregoing, the Trustees may:

- (a) promote the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Ruapani mai Waikaremoana and its Members;
- (b) provide for the on-going maintenance and establishment of places of cultural or spiritual significance to Ngāti Ruapani mai Waikaremoana and its Members;
- (c) promote the health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability of Ngāti Ruapani mai Waikaremoana and its Members; and
- (d) undertake commercial activities to support the object and purpose of the Trust.

3. APPOINTMENT, POWERS, DUTIES AND MEETINGS OF TRUSTEES

3.1 Initial Trustees

Pending appointment of Trustees in accordance with the Second Schedule, the initial six (6) Trustees shall be:

- (a) Ihakara Puketapu-Dentice
- (b) Neuton Lambert
- (c) Tumanako Waiwai
- (d) Wesley Turipa
- (e) Nina Kirikiri
- (f) One (1) further trustee to be appointed by Whānau Pani hapū promptly following establishment of the Trust as a casual vacancy in accordance with rule 4.6 of the Second Schedule. For the avoidance of doubt, the trustee so appointed shall be an Initial Trustee and is subject to the rules applying to Initial Trustees, including rules 4.2 and 4.3 of the Second Schedule.

3.2 Appointment in accordance with Second Schedule:

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

3.3 Powers of Trust:

- (a) A Trustee has the following general powers:
 - (i) all the powers necessary to manage the Trust's Assets including, in relation to the Trust's Assets, all the powers of an absolute owner of the property;
 - (ii) all the powers necessary to carry out the Trust, including powers incidental to those in paragraph (i).
- (b) The powers of the Trustee include (unless contrary to the terms of this Deed) those set out in sections 57–79 of the Trusts Act 2019, and may exercise those powers in accordance with the terms of this Trust. Without limiting in any way the generality of the foregoing, the Trustees shall have the powers:
 - (i) to receive or accept, or to make any disposition of, any real property, including any interest of any type in real property (whether corporeal or incorporeal hereditament);
 - (ii) to receive or accept, or to make any disposition of, any personal property (whether chattels, choses in action, intellectual property, and otherwise howsoever), including any interest of any type in personal property;
 - (iii) to receive or grant any security, including any mortgage, pledge, charge, security interest, or otherwise howsoever, in relation to all, or any part of, the Property;
 - (iv) to contract, to grant a release, to grant a power of attorney, to appoint an agent, a receiver, or a stakeholder, to settle property on, or declare, a trust;
 - (v) to issue or take any debt or equity security; and
 - (vi) to borrow or to lend money.

3.4 Restriction on Major Transactions:

Notwithstanding clause 3.3, the Trustees

- (a) must not enter into a Major Transaction; and
- (b) must ensure that any Subsidiaries are established on terms which provide that such Subsidiaries must not enter into a Major Transaction;
- (c) unless that Major Transaction:

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

3.5 Extent of Trustees' discretion to manage Trust affairs:

Subject to any requirements imposed by this 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.

3.6 Trustees Remuneration

Trustees' remuneration must:

- (a) be authorised by a resolution of Adult Registered Members of Ngāti Ruapani mai Waikaremoana in accordance with clause 15.2. In recommending trustee remuneration levels the Trustees must first seek professional advice in that regard; but
- (b) in respect of the initial Trustees in clause 3.1, who will be appointed before the first annual general meeting, be set by them for the period they hold office as initial Trustees, on the basis of professional advice they must seek.

This clause, as well as clause 15.2, expressly modify the Default Duties in sections 36 and 37 of the Trusts Act 2019.

3.7 Trustee Expenses

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

4. DUTIES OF TRUSTEES

4.1 Guiding principle

In exercising the powers and functions under this Deed, each Trustee must have regard to the context of the Trust and the Trust's Purpose.

4.2 Mandatory duties

Each Trustee is required to comply with the Mandatory Duties. For the avoidance of doubt, each Trustee must:

- (a) know the terms of this Deed;
- (b) act in accordance with this Deed;
- (c) act honestly and in good faith;

- (d) hold or deal with the Trust Assets and otherwise act for the benefit of the Members of Ngāti Ruapani mai Waikaremoana, in accordance with this Deed and the Trust's Purpose; and
- (e) exercise their powers for a proper purpose.

4.3 Other duties

Except where otherwise specified in this Deed, each Trustee must comply with the Default Duties. For the avoidance of doubt and except where otherwise specified in this Deed, each Trustee must:

- (a) when administering the Trust (other than when exercising a discretion to distribute any of the Trust's Assets to Members of Ngāti Ruapani mai Waikaremoana), exercise the care and skill that is reasonable in the circumstances, having regard, in particular to any special knowledge or experience that the Trustee has or holds themselves out as having;
- (b) when exercising any power to invest the Trust's Assets, the Trustee must exercise the care and skill that a prudent person of business would exercise in managing the affairs of others, having regard, in particular:
 - (i) to any special knowledge or experience that the Trustee has or that the Trustee holds themselves out as having; and
 - (ii) if the person acts as a Trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.
- (c) not exercise a power of a Trustee directly or indirectly for the Trustee's own benefit;
- (d) consider actively and regularly whether the Trustee should be exercising 1 or more of the Trustee's powers;
- (e) not bind or commit Trustees to a future exercise or non-exercise of a discretion;
- (f) avoid a conflict of interest between the interests of the Trustee and the interests of the Members of Ngāti Ruapani mai Waikaremoana;
- (g) act impartially in relation to the Members of Ngāti Ruapani mai Waikaremoana, and must not be unfairly partial to one Member of Ngāti Ruapani mai Waikaremoana or a group of Members to the detriment of others;
- (h) except as provided for in clauses 3.6 and 15.2, not make a profit from their trusteeship; and
- (i) except as provided for in clauses 3.6 and 15.2, not take any reward for acting as a Trustee.

5. KAUMATUA COUNCIL

5.1 Appointment of Kaumatua Council:

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

5.2 Role of Kaumatua Council:

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

5.3 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 Kaumatua Council.

6. CHIEF EXECUTIVE AND OTHER EMPLOYEES

6.1 Trustees to appoint Chief Executive:

The Trustees may (on such terms as the Trustees determine) appoint a Chief Executive to manage the day to day administration of the Trust including without limitation the implementation of the Trustees' planning, reporting and monitoring obligations under this Deed.

6.2 Delegations to Chief Executive:

The Trustees shall ensure that any Chief Executive is appointed on terms which require that the Chief Executive shall be responsible for the employment of all other employees of the Trust and shall exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.

6.3 Trustee Role:

A Trustee may not hold the position of Chief Executive nor be an employee of, or a contractor to, any entity or trust in the Ngāti Ruapani mai Waikaremoana Group.

7. TRUSTEES MAY ESTABLISH SUBSIDIARIES

7.1 Establishment of Subsidiaries:

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of Ngāti Ruapani mai Waikaremoana, whether pursuant to the Deed of Settlement, the

Settlement Act or otherwise, the Trustees may establish and oversee the operations of any Subsidiaries.

7.2 Ownership and Control of Subsidiaries:

The Trustees shall ensure that any Subsidiary is established on terms which require the Subsidiary to manage any of the Trust's Assets it holds solely for the benefit of Ngāti Ruapani mai Waikaremoana. The Trustees shall ensure that they have and retain all the shares in any Subsidiary that is a Company and the sole power to appoint and remove the trustees and directors or any responsible body of any Subsidiary.

7.3 Trustees to monitor:

The Trustees shall exercise their shareholding or power of appointment in respect of any Subsidiaries in such a way as to ensure that these entities carry out their activities in a manner which is consistent with the Trust's object and purpose.

7.4 Trustee to fund Subsidiaries:

The Trustees may fund Subsidiaries (if any) by distributing capital or income or by making advances to the Subsidiary or by such other means as is consistent with the Trust's object and purpose.

7.5 Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Deed, all entities or trusts within the Ngāti Ruapani mai Waikaremoana Group shall be governed by their respective boards or other responsible bodies and the role of the Trustees in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders or (as applicable) appointor and beneficiary of the relevant entity or trust.

7.6 Remuneration of directors and other trustees:

The Trustees shall ensure that Subsidiaries are established on terms which give the Trustees the power to determine the remuneration payable to any director or trustee or controlling body of any Subsidiary.

7.7 No influence in determining remuneration

No Trustee receiving any remuneration referred to in clause 7.6 shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

8. APPOINTMENT OF DIRECTORS AND TRUSTEES

8.1 Appointment and removal of directors and trustees:

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

8.2 Trustees as directors and trustees of Subsidiaries:

The Trustees must ensure that any Subsidiary is established on terms that provide:

- (a) the directors, trustees or other controlling body of the Subsidiary are to be appointed and removed solely by the Trustees;
- (b) there shall be a minimum of two (2) and not more than three (3) directors or trustees of any Subsidiary;
- (c) a minimum of one (1) director or trustee of the Subsidiary must be a Member of Ngāti Ruapani mai Waikaremoana; and
- (d) there may only be a maximum of one (1) Trustee as a director or trustee of a Subsidiary.

8.3 Appointments with regard to skills and expertise:

A director, a trustee or a controlling body of any Subsidiary shall only be appointed by the Trustees if that person has the particular skills and expertise that are necessary for the appointment having regard to the activities that the Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is necessary on the relevant Subsidiary.

9. APPLICATION OF INCOME AND CAPITAL

9.1 Trustees may apply income and capital:

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

- (a) provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of Members of Ngāti Ruapani mai Waikaremoana;
- (b) use or apply any capital of the Trust's Assets to or for the benefit of Members of Ngāti Ruapani mai Waikaremoana for the Trust's Purpose without first using or applying the whole or any portion of the income of the Trust's Assets for that year; or
- (c) set aside reserves or accumulations for future use or application by the Trustees,

as the Trustees in their sole discretion think fit for or towards the Trust's Purpose.

9.2 Payments out of income:

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

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

9.3 Matters to consider in applying income:

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

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

9.4 Accumulation in six months where income not applied:

Any income from any Income Year that is not paid or applied in accordance with this clause 8 during or within the six (6) 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.

10. PLANS

10.1 Trustees to prepare Annual Plan:

In addition to the requirement in clause 10.3, the Trustees shall prepare no later than one (1) month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year information including:

- (a) the strategic vision of the Trust for the Ngāti Ruapani mai Waikaremoana Group, consistent with the longer term vision of the Ngāti Ruapani mai Waikaremoana Group as identified in the Five Year Plan;
- (b) the nature and scope of the activities proposed by the Trustees for the Ngāti Ruapani mai Waikaremoana Group in the performance of the Trust's Purpose;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Ngāti Ruapani mai Waikaremoana Group may be judged;

- (e) the manner in which it is proposed that projected income will be dealt with;
- (f) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Ngāti Ruapani mai Waikaremoana; and
- (g) any other information as the Trustees in their discretion consider necessary or appropriate.

10.2 Trustees to prepare Five Year Plan:

In addition to the requirement in clause 10.3, the Trustees shall also produce within 18 months following the execution of this Deed, and update not less than every two (2) years, a Five Year Plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in clause 10.1(a) to (g) and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust's Assets.

10.3 Initial Annual Plan and Five Year Plan

In addition to the requirements in clauses 10.1 and 10.2 the Trustees shall, within one (1) month of establishment of the Trust prepare and produce an Annual Plan and Five Year Plan that comply with the matters in clause 10.1 and 10.2. Those plans shall have effect until such time as they are replaced by new plans as required in clause 10.1 and 10.2.

11. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

11.1 Preparation of Annual Report:

The Trustees must, within five (5) months after the end of each Income Year, and no later than 20 Business Days prior to an annual general meeting, cause to be prepared an annual report on the affairs of the Ngāti Ruapani mai Waikaremoana Group covering the accounting period ending at the end of that Income Year.

The annual report will include a comparison of performance against the 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 Ruapani mai Waikaremoana Group for that Income Year.

The Consolidated Financial Statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director or trustee of a Subsidiary) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer).

11.2 Audit of financial statements:

The Trustees must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the

date for giving notice of the annual general meeting of the Trust for the Income Year immediately following the Income Year to which the financial statements relate.

11.3 Appointment of auditor:

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

12. SUBSIDIARIES TO PREPARE PLANS AND REPORTS

12.1 Subsidiaries to prepare Plans and Statements of Intent:

The Trustees shall procure that each Subsidiary will:

- (a) within three (3) months of the establishment of the Subsidiary, prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the Trustees, update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) within three (3) months of the establishment of the Subsidiary, prepare a Five Year Plan which shall be updated not less than every two (2) years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than one (1) month following the completion of the Five Year Plan referred to in paragraph (c) of this clause, and thereafter no later than two (2) months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its five year planning objectives and fulfil the objectives and principles of the Statement of Intent;
- (e) in addition to any normal reporting requirements, within two (2) calendar months after the completion of the first, second and third quarter of each Income Year send to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).

12.2 Trustee approval required:

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

12.3 Reports to comply with Companies Act 1993:

The Trustees shall procure that all annual reports by any Subsidiary that is a company comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the company or any of its subsidiaries, or the classes of business in which the company has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 2013;
- (c) the auditor's report of the financial statements (or group financial statements) of the company for that Income Year.

12.4 Subsidiaries to meet Companies Act standard:

All reports of any Subsidiary that is a trust shall be provided to the same standard, including as to form and content, as is required under clause 12.3 as if the Subsidiary was a company.

12.5 Report to include comparison against plans:

In addition to the matters set out in clauses 12.3 and 12.4, the Trustees shall procure that all reports by any Subsidiary include a comparison of its performance against both its respective Annual Plans for that Income Year and its medium and longer term planning objectives (as set out in the Five Year Plan and Statement of Intent).

12.6 Protection of Information:

For the avoidance of doubt, nothing in this clause 11 limits or affects the rights of the Trustees, as shareholders in any Subsidiary that is a company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Subsidiary.

13. DISCLOSURE OF PLANS, REPORTS AND MINUTES

13.1 Documents to be available for inspection:

The Trustees shall hold at their offices and make available for inspection by any Member of Ngāti Ruapani mai Waikaremoana during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;

- (d) the Five Year Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with clause 15.14 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) this Deed and any amendment to this Deed; and
- (i) the current constitution or trust deed of any Subsidiary.

13.2 Costs of copying:

Any Member of Ngāti Ruapani mai Waikaremoana shall be entitled to obtain copies of the information referred to in clause 13.1. However, the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

14. NON DISCLOSURE OF INFORMATION

14.1 Trust Information

The Trustees must, in compliance with sections 51-52 of the Trusts Act 2019 and with regard to the factors in section 53 of that Act, determine whether the presumption to notify Basic Trust Information or provide Trust Information on request does not apply.

14.2 For the avoidance of doubt, but subject to the Trustees reporting and review obligations in clauses 11.1, 13.1(a), 13.1(b), 13.1(f), 14.1, 15.1(a) and 15.1(b), the Trustees may, at their sole discretion and having regard to the factors in section 53 of the Trusts Act 2019, limit disclosure of:

- (a) the Basic Trust Information; or
- (b) any Trust Information,

including information about the activities or proposed activities of the Trustees and the Ngāti Ruapani mai Waikaremoana Group, which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

15. GENERAL MEETINGS

15.1 Trustees to hold annual general meeting:

The Trust shall, no later than six (6) 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 Ruapani mai Waikaremoana, to be called its annual general meeting, and shall at that meeting:

- (a) report on the operations of the Ngāti Ruapani mai Waikaremoana 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) approve the Trustees' remuneration;
- (g) undertake all other notified business; and
- (h) at the discretion of the chairperson of the meeting, undertake any other general business raised at that meeting.

15.2 Approval of Trustees' remuneration and appointment of auditor:

- (a) No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of Ngāti Ruapani mai Waikaremoana present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee. This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director or trustee of a Subsidiary and that remuneration shall be determined by the Trustees pursuant to clause 7.
- (b) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngāti Ruapani mai Waikaremoana present at the annual general meeting.

15.3 Notice of general meeting:

The Trustees shall give not less than twenty one (21) 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 Ruapani mai Waikaremoana at the last address shown for each such Adult Registered Member of Ngāti Ruapani mai Waikaremoana on the Ngāti Ruapani mai Waikaremoana Register.

If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address.

Notice of the meeting shall also be inserted prominently on at least two (2) separate days in the Wairoa Star

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; and
- (c) details of where copies of any information to be laid before the meeting may be inspected.

15.4 Notice of special general meetings:

In addition to the annual general meeting of the Trust, the Trustees shall convene a special general meeting of the Trustees for the Members of Ngāti Ruapani mai Waikaremoana upon the request of:

- (a) the Chairperson and Deputy Chairperson for the time being of the Trust; or
- (b) the majority of the Trustees then in office; or
- (c) a Hapū of Ngāti Ruapani mai Waikaremoana.

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 Trustees setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

15.5 Annual general meeting not limited to notified business:

At the discretion of the chairperson of the meeting, 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.

15.6 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.

15.7 Invalidation:

The proceedings of a meeting are not invalidated by 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 Ruapani mai Waikaremoana.

15.8 Deficiency of notice:

Subject to clause 15.6, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if the deficiency or irregularity is not material.

15.9 Quorum:

The quorum required for any annual or special general meeting of the Trust shall be 25 Adult Registered Members of Ngāti Ruapani mai Waikaremoana present in person, and one or more Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Registered Member of Ngāti Ruapani mai Waikaremoana he or she is entitled to vote.

15.10 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 (1) of their number to substitute as the chairperson for that meeting.

15.11 Voting:

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of Ngāti Ruapani mai Waikaremoana present shall have one (1) vote.

All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Ngāti Ruapani mai Waikaremoana 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 3.4, 15.1(e), 15.1(f) 15.2, 26.1, 27 and 28 and where Special Resolutions have been passed in accordance with the Fourth Schedule the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Trust's Assets and carrying out the Trust's Purpose.

The latest version of the Ngāti Ruapani mai Waikaremoana Register will be present at any annual or special general meetings.

15.12 Adjourned meetings:

If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened seven (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 Ruapani mai Waikaremoana present will constitute a quorum.

15.13 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 or 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 and the meeting will be considered closed.

15.14 Minutes:

The Trustees 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.

15.15 Minutes to be evidence of proceedings:

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

15.16 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.

16. DISCLOSURE OF INTERESTS

16.1 Definition of interested Trustee:

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

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

16.2 Disclosure of interest to other Trustees:

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

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

16.3 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.

17. DEALINGS WITH "INTERESTED" TRUSTEES

- 17.1** 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.

18. DISCLOSURE OF TRUSTEE REMUNERATION ETC

- 18.1** The Trustees shall, in accordance with clause 11.1, show the amount of any remuneration paid to any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to clause 21.

19. ADVICE TO TRUSTEES

19.1 Trustees may rely on advice:

The Trustees may, when exercising their powers or performing their duties, rely on reports, statements 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 Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence.

19.2 Special Trust advisers

In accordance with section 74 of the Trusts Act 2019, the Trustees may, by a resolution passed by a majority the Trustees, appoint a special trust adviser to advise the Trustees on any matter relating to the Trust.

20. LIABILITY OF TRUSTEES

- 20.1** A Trustee shall only be liable for losses attributable to his or her dishonesty, wilful misconduct, gross negligence, or commission or omission of an act which he or she knows or should have known to be a breach of this 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 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, where:

- (a) those proceedings do not arise out of any dishonesty, wilful misconduct, gross negligence, or commission or omission of an act which commission or omission he or she knows or should have known to be a breach of this Deed by the Trustee, officer or employee; and
- (b) he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust's Purpose.

21.2 Indemnity and insurance costs to be just and equitable:

All indemnities and insurance costs 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 Trustees 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 of the Trustees 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 RUAPANI MAI WAIKAREMOANA 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 Ruapani mai Waikaremoana Group into disrepute. Examples of actions (or omissions) include:

- (a) a Trustee refusing to act when they should;
- (b) sustained absence of a Trustee without permission or reasonable excuse;
- (c) conviction of a serious dishonesty offence or an indictable offence; or
- (d) bankruptcy or being subject to a compulsory treatment order.

22.2 Directors not to bring into disrepute:

The Trustees shall also ensure that Subsidiaries are established on terms which provide that the directors or trustees of any such Subsidiary are not to act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Ruapani mai Waikaremoana 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 Ruapani mai Waikaremoana 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 Ruapani mai Waikaremoana 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-appointed as a Trustee for a period of not less than three (3) years following his or her removal.

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

22.6 Replacement of Trustee:

The removal of a Trustee in accordance with clause 22.3 shall give rise to a casual vacancy which shall be filled in accordance with rule 4.6 of the Second Schedule. The appointment process must take place within three (3) months of any removal of a Trustee in accordance with this clause.

23. GIFTS OR DONATIONS

23.1 Trustees may accept specific trusts:

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any property upon trust for the purpose of the Trust or for any specific purpose that comes within the Trust's Purpose. Such a trust may include any trust for the benefit of the Members of Ngāti Ruapani mai Waikaremoana or any

of them. Any property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of that trust and shall not constitute part of the Trust's Assets.

23.2 Specific trusts to be separate:

If the Trustees accept a trust for any specific purpose as outlined in clause 23.1 above they 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 Trustees 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 Trustees may hold, and the Trustees shall also not use the Trust's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

24. RECEIPTS FOR PAYMENTS

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

25. CUSTODIAN TRUSTEE

- 25.1** The Trustees may appoint or incorporate a Custodian Trustee in respect of all or any part of the Trust's Assets, and on any such appointment or incorporation, sections 67 – 69 of the Trusts Act 2019 and the following provisions shall have effect:
- (a) The Trustees shall require the Custodian Trustee to sign this Deed agreeing to be bound by its terms;
 - (b) The Trust's Assets or part of may be vested in the Custodian Trustee as if the Custodian Trustee were sole Trustee;
 - (c) The Custodian Trustee holds the title so vested in him or her or it on trust for the Trustees;
 - (d) The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trustees as fully and effectively as if there were no Custodian Trustee;
 - (e) The sole function of the Custodian Trustee shall be to hold the Trust's 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 and is liable to the Trustees for failing to do so;
 - (f) The Custodian Trustee shall not be liable for acting on any such direction or any failure of the Trustees 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 provided the Trustees are made parties to the proceeding;

- (g) The Custodian Trustee shall not be liable for any failure on the part of any of the Trustees to fulfil any of the Mandatory Duties or Default Duties (as applicable) or the Trustees' duties under section 68 of the Trusts Act 2019, provided the Custodian Trustee is not knowingly a participant in any dishonest, willful or grossly negligent breach of trust by such Trustee(s);
- (h) 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, as between the Trustees and the Custodian Trustee, the Custodian Trustee shall not be liable for the costs and the Trustees shall indemnify the Custodian Trustee for such proceedings; and
- (i) 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.

26. AMENDMENTS TO DEED

26.1 Special Resolution required:

Subject to clause 26.2 and clause 26.3, all amendments to this 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 this Deed which:

- (a) changes the Trust's Purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Members of Ngāti Ruapani mai Waikaremoana;
- (b) changes this clause 26.2;
- (c) changes clause 28;
- (d) changes the finally agreed definition of Member of Ngāti Ruapani mai Waikaremoana, Ngāti Ruapani mai Waikaremoana Ancestor, Ngāti Ruapani mai Waikaremoana Area of Interest, or Ngāti Ruapani mai Waikaremoana Claims after settlement legislation has been passed;
- (e) changes the requirement for a Special Resolution (as defined from time to time) in clause 26.1;
- (f) changes the membership and beneficiary of the Trust; and

(g) changes rule 3.1 of the Fourth Schedule.

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

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees to make the definition of Member of Ngāti Ruapani mai Waikaremoana, Ngāti Ruapani mai Waikaremoana, Ngāti Ruapani mai Waikaremoana Ancestor or Ngāti Ruapani mai Waikaremoana Claims the same as that set out in the final Deed of Settlement and the Settlement Legislation. If this 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 Ruapani mai Waikaremoana may put forward for consideration by the Trustees proposals for amendments to this 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 Trustees at their next available meeting. If the proposal for an amendment to this Deed complies with clause 26.2, the Trustees must call a special general meeting to consider the proposal. If the Trustees do not discard the proposal in accordance with clause 26.5 they may, in their discretion, discuss it at the next annual general meeting.

26.5 Proposals to be discarded

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

27. RESETTLEMENT

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

28. TERMINATION OF TRUST BY MEMBERS

28.1 Subject to clause 26.2:

- (a) the Trust established by this Deed may be terminated or dissolved if the Adult Registered Members of Ngāti Ruapani mai Waikaremoana have, by Special Resolution, resolved to do so; and
- (b) on the termination or dissolution of this Trust under this clause, 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 Ruapani mai Waikaremoana as long as such payment does not override the application of clause 29.

29. NOT USED

30. KEEPING OF CORE DOCUMENTS

30.1 Trustees to keep Core Documents:

The Trustees must ensure that the Core Documents are held for the duration of the Trust in accordance with sections 45–48 of the Trusts Act 2019.

31. DISPUTE RESOLUTION

31.1 Disputes:

In the event that a dispute arises between:

- (a) any Members of Ngāti Ruapani mai Waikaremoana; or
- (b) the Trustees and any Members of Ngāti Ruapani mai Waikaremoana

regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and kōrero of Ngāti Ruapani mai Waikaremoana then that dispute shall be referred in first instance to the Trustees.

31.2 Notice of Dispute:

All disputes referred to the Trustees in accordance with clause 31.1 shall be submitted to the Trustees by notice in writing and the Trustees 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 Trustees 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 Disputes 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) One (1) independent (non-Ngāti Ruapani mai Waikaremoana) member nominated by the President from time to time of the Hawke's Bay branch of the New Zealand Law Society or his or her nominee, such member to be a barrister or solicitor with seven (7) or more years experience, to act as the chair of the Disputes Committee; and

- (b) Two Adult Registered Members of Ngāti Ruapani mai Waikaremoana 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 Ruapani mai Waikaremoana 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 Ruapani mai Waikaremoana as set out in this Deed.

31.10 Notification of Outcome

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

31.11 Exclusion of alternative dispute resolution provisions

Sections 142–147 of the Trusts Act 2019, relating to alternative dispute resolution, are hereby expressly excluded.

32. REVIEW OF TRUST DEED

32.1 Review of trust deed

The Trustees shall, within four (4) years of the Settlement Date, initiate a review of the terms and operation of this Deed and, in particular, shall review the arrangements relating to the appointment of Trustees and all other aspects of the representation of Ngāti Ruapani mai Waikaremoana by the Trust.

32.2 Deed review process

In conducting this review the Trustees shall engage and consult with Ngāti Ruapani mai Waikaremoana in order to seek the views of Ngāti Ruapani mai Waikaremoana on the terms and operation of this Deed and, in particular, the arrangements relating to the appointment of Trustees and all other aspects of the representation of Ngāti Ruapani mai Waikaremoana by the Trust and shall have regard to the tikanga of Ngāti Ruapani mai Waikaremoana.

32.3 32.3 Review to be independently facilitated

The process of engagement and consultation required by clause 32.2 shall be undertaken by an independent facilitator appointed by the Trustees. The role of independent facilitator shall be to:

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

32.4 Outcome of review

Following the completion of the review and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 32.3, the Trustees shall recommend amendments (if any) to this Deed and seek the approval of those amendments by Special Resolution in accordance with the Fourth Schedule.

SIGNED BY Inakara Pukeapu-Denice
as an initial Trustee,

in the presence of

SIGNED BY Neulon Lambie as an initial
Trustee *N. Lambie*

in the presence of

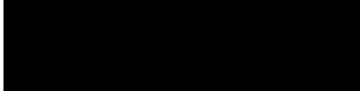
Name: Waiveti Amai

Occupation: MANAGER NRMW

Address: 

Name: Waiveti Amai

Occupation: MANAGER NRMW

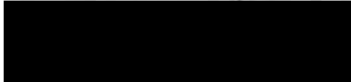
Address: 

SIGNED BY Tumanako Waiwai as an
initial Trustee *Tumanako*

in the presence of:

Name: WAIWAI Amai

Occupation: MANAGER NRMW

Address: 

SIGNED BY Wesley Turipa as an initial
Trustee

in the presence of: *W. Turipa*

Name: Wesley Turipa

Occupation: Public Servant

Address: 

SIGNED BY Nina Kirikiri as an initial
Trustee *Nina*

in the presence of:

Name: WAIWAI Amai

Occupation: MANAGER NRMW

Address: 

SIGNED BY Lorna Taylor as an initial
Trustee

in the presence of: *L. Taylor*

Name: Paygan Johns

Occupation: Finance NRMW

Address: 

FIRST SCHEDULE

NGĀTI RUAPANI MAI WAIKAREMOANA MEMBERSHIP REGISTER

1. TRUST TO KEEP REGISTER

1.1 Trust to maintain register:

The Trustees shall administer and maintain the Ngāti Ruapani mai Waikaremoana Register which is a register of Members of Ngāti Ruapani mai Waikaremoana.

1.2 Register to comply with this Schedule:

The Ngāti Ruapani mai Waikaremoana 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 Ruapani mai Waikaremoana Register shall record in it the full names, dates of birth, Hapū affiliation, postal addresses and email addresses of Members of Ngāti Ruapani mai Waikaremoana.

2.2 Beneficiary Registration Number:

The Trustees will allocate a beneficiary identification number to each Adult Registered Member of Ngāti Ruapani mai Waikaremoana on the Register. The Trustees will, immediately after allocation, notify the relevant Adult Registered Member of Ngāti Ruapani mai Waikaremoana 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 Ruapani mai Waikaremoana must be made in writing to the Trustees in the application form approved from time to time by the Trustees. The application must contain:

- (a) the full name, date of birth, Hapū affiliation, postal address and email address of the applicant;
- (b) the whakapapa (genealogical connections) through which the applicant claims affiliation to Ngāti Ruapani mai Waikaremoana as defined in clause 1.1; and
- (c) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngāti Ruapani mai Waikaremoana and the Hapū to which that applicant affiliates.

3.2 Applications to be made by:

An application for registration as a Member of Ngāti Ruapani mai Waikaremoana may be made by:

- (a) Members of Ngāti Ruapani mai Waikaremoana who are 18 years of age or older, on their own behalf or by their legal guardian;
- (b) other Members of Ngāti Ruapani mai Waikaremoana 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 Trustees shall establish a Membership Validation Committee to make decisions on all applications made pursuant to rule 3.1 of this Schedule for registration as a Member of Ngāti Ruapani mai Waikaremoana.

4.2 Composition of Membership Validation Committee:

The Membership Validation Committee shall comprise not less than three (3) and not more than five (5) Adult Registered Members of Ngāti Ruapani mai Waikaremoana, appointed by the Trustees from time to time, with the expertise and knowledge of Ngāti Ruapani mai Waikaremoana whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Ruapani mai Waikaremoana 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 Trustees 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 registered as a Member of Ngāti Ruapani mai Waikaremoana.

4.5 Successful applicants 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 Trustees, 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 of this Schedule) in the appropriate part of the Ngāti Ruapani mai Waikaremoana Register.

4.6 Notification to 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 Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7 Unsuccessful applicant may reapply:

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Membership Validation Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one (1), any previous application) as to the applicant's status as a Member of Ngāti Ruapani mai Waikaremoana and/or Hapū affiliation.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies:

The Trustees shall take such steps and institute such policies as are necessary to protect the privacy of Members and ensure that the Ngāti Ruapani mai Waikaremoana Register is maintained in a condition that is as up to date, accurate and complete as possible in recording Members of Ngāti Ruapani mai Waikaremoana.

5.2 Assistance in identifying membership:

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

5.3 Responsibility of Members of Ngāti Ruapani mai Waikaremoana:

Notwithstanding rule 1.1 of this Schedule it shall be the responsibility of each person who is a Member of Ngāti Ruapani mai Waikaremoana (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 Ruapani mai Waikaremoana

Register and that his or her full postal address for the time being is provided and updated. Any Member of Ngāti Ruapani mai Waikaremoana may choose to terminate their registration of membership of Ngāti Ruapani mai Waikaremoana, by notifying the Trustees in writing.

5.4 Consequences of registration:

Registration of any person on the Ngāti Ruapani mai Waikaremoana Register as a Member of Ngāti Ruapani mai Waikaremoana shall be conclusive evidence of that person's status as a Member of Ngāti Ruapani mai Waikaremoana and the Hapū to which that person affiliates.

SECOND SCHEDULE

APPOINTMENT 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 appointed as a Trustee a nominee must, as at the closing date for nominations, be recorded in the Ngāti Ruapani mai Waikaremoana Register as an Adult Registered Member of Ngāti Ruapani mai Waikaremoana affiliated to the Appointing Hapū by which that individual is to be appointed and be eligible in accordance with rule 6.7 of this Schedule.

2.2 Trustees Roles:

A Trustee may not hold the position of Chief Executive nor be an employee of, nor a contractor to, any entity or trust in the Ngāti Ruapani mai Waikaremoana Group.

2.3 Trustees may be directors or trustees:

Subject to clause 7.2, a Trustee may be a director or a trustee of a Subsidiary.

2.4 Number of Trustees to be Limited:

Subject to clause 3.1 of the Fifth Schedule, there shall be no more than seven (7) Trustees.

3. APPOINTMENT OF TRUSTEES

3.1 Appointment of Trustees:

Each Appointing Hapū will oversee the appointment process of Trustees to be appointed by their Hapū in accordance with this Schedule and with their own tikanga.

3.2 The Trustees will be appointed as follows:

- (a) Hapū of Ngāti Ruapani shall appoint two (2) Trustees;
- (b) Hapū of Ngāti Hinekura shall appoint two (2) Trustees; and
- (c) Hapū of Whānau Pani shall appoint two (2) Trustees.

3.3 In addition to the Trustees appointed in accordance with rule 3.2, the Trustees may in accordance with the Fifth Schedule approve the addition of other Hapū. If there are other Hapū approved, each such Hapū shall appoint one (1) Trustee.

3.4 Trustees must represent the interests of all Members of Ngāti Ruapani mai Waikaremoana irrespective of hapū affiliations and which Hapū is their Appointing Hapū.

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 five (5) years.

4.2 Retirement and rotation of initial Trustees:

The initial Trustees shall retire from office with appointments 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, 3 of the initial Trustees shall retire and an appointment process shall be held for 3 Trustee positions in accordance with clause 3.1;
- (b) as at the date of the annual general meeting of the Trust in the second Income Year following the Settlement Date, the remaining initial Trustees shall retire and an appointment process shall be held for the remaining Trustee positions in accordance with clause 3.1,

and each Hapū will be entitled to appoint one (1) Trustee in each of these appointment processes so run (such that, following the appointment process in the second Income Year, each Hapū (recognised as at the date of this Deed) will have appointed two (2) Trustees.

4.3 Order of retirement of initial Trustees:

The order of retirement of the initial Trustees under rule 4.2 of this Schedule shall be determined by agreement amongst the Trustees 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 fifth Income Year following his or her appointment. However, if because of a review of the appointment 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. Hapū will be responsible for any appointment processes to be run to replace Trustees appointed by that Hapū.

4.5 Eligibility of retiring Trustees:

Retiring Trustees shall be eligible for re-appointment.

4.6 Casual vacancies:

Should:

- (a) there be no person appointed 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 holding of a further appointment process in accordance with this Schedule.

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, as the case may be, hold office:

- (a) In the case of a Trustee appointed pursuant to rule 4.6(a) of this Schedule, for the same term as that Trustee would have been appointed had he or she been appointed, immediately following the retirement of the previous Trustee, under rule 4.4 of this Schedule; or
- (b) In the case of a Trustee appointed pursuant to rule 4.6(b) of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

5. TIMING OF APPOINTMENTS

- 5.1** The appointment of Trustees in any given Income Year must, except in the case of appointment processes to fill casual vacancies under rule 4.6 of this Schedule or to the extent that any review under rule 13 of this Schedule has been sought in respect of an appointment, 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 Trustees shall give notice calling for nominations for those Trustee positions for which appointments 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

appointment to be concluded in accordance with rule 5 of this Schedule. Such notice shall specify the method of making nominations, which roles require appointments (i.e. which Hapū are the Appointing Hapū for the relevant process and how many appointments they are responsible for making), the requirement in rule 2.1 of this Schedule in terms of Trustee eligibility and the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs.

6.2 Timing for nominations:

All nominations must be lodged with the Trustees no later than 21 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 by:

- (a) post (including by electronic form where available) to all Adult Registered Members of Ngāti Ruapani mai Waikaremoana who are members of one or more Appointing Hapū at the last address shown for such Adult Registered Member of Ngāti Ruapani mai Waikaremoana on the Ngāti Ruapani mai Waikaremoana Register and to any other Member of Ngāti Ruapani mai Waikaremoana 18 years of age or over who has made a written request for a notice. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address; and
- (b) inserting a prominent advertisement on at least two (2) separate days in the Wairoa Star; and
- (c) such other means as the Trustees 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 Ruapani mai Waikaremoana Register, and shall set out the date upon which a registration must be received for the applicant, if successful, to be eligible to participate in the notified appointment process, 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 appointment as a Trustee shall be in writing signed by not less than three (3) Adult Registered Members from the Appointing Hapū.

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 Trustees, withdraw his or her nomination.

6.7 Eligibility for nomination:

Notwithstanding the foregoing rules of this Schedule, an Adult Registered Member of Ngāti Ruapani mai Waikaremoana shall not be eligible for nomination as a candidate for appointment as a Trustee if he or she:

- (a) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (b) is bankrupt or has made any composition or arrangement with his or her creditors;
- (c) has been convicted of an indictable offence (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- (d) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or is subject to a personal or property order under the Protection of Personal and Property Rights Act 1988;
- (e) has within the last three (3) years been removed from the office of Trustee in accordance with clause 22.3.

7. HOLDING OF APPOINTMENT PROCESSES

7.1 Method of Appointment:

Subject to rule 7.4 of this Schedule, voting at all appointment processes shall be by way of secret ballot conducted as follows:

- (a) Each Appointing Hapū will, in accordance with their own tikanga, set a date, time and place for a hui (**Appointment Hui**) and notify the Trustees of the same. The Appointment Hui must, for the avoidance of doubt, be held at least three weeks prior to the annual general meeting;
- (b) The notice required to be given under clause 7.1(a) must be given in writing by the Appointing Hapū to the Trustees by the due date for nominations;
- (c) The relevant Appointing Hapū will set the tikanga for their Appointment Hui, but at a minimum, Appointment Hui will allow for:
 - (i) Each nominee to address the attendees at the Appointment Hui;
 - (ii) An opportunity for questions; and
 - (iii) Thereafter, individual voting by way of secret ballot.
- (d) Voting forms will be provided to attendees at the Appointment Hui, with such forms listing all nominees for the relevant position(s) that that Appointing Hapū is voting on at the relevant Appointment Hui.

- (e) The candidates in each appointment process who receive the highest number of valid votes for the relevant vacancies will be appointed as Trustees. Where there is an equal number of votes for the last trustee position the decision as to the successful candidate shall be made by the drawing of lots.

7.2 No appointment process where nominees equal vacancies:

In the event that the total number of nominations of Trustees for a particular position is less than or equal to the total number of vacancies, no Appointment Hui shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

7.3 Adult Members to vote in appointment process:

Subject to rule 7.4 of this Schedule, each Adult Member of Ngāti Ruapani mai Waikaremoana affiliated to an Appointing Hapū is eligible to vote in an appointment process, provided that:

- (a) each such Adult Member of the Appointing Hapū of Ngāti Ruapani mai Waikaremoana will only be eligible to cast one vote per vacancy that their Appointing Hapū is responsible to appoint in the relevant appointment process and may, for the avoidance of doubt, only cast such vote in respect of the Trustee(s) to be appointed by their Hapū;
- (b) votes must be cast in person at the Appointment Hui; and
- (c) each such Adult Member of Ngāti Ruapani mai Waikaremoana must, at the latest date for making and lodging nominations, either be recorded in the Ngāti Ruapani mai Waikaremoana Register as an Adult Registered Member of Ngāti Ruapani mai Waikaremoana affiliated to the relevant Appointing Hapū or have completed and submitted with their voting form an application form for registration which complies with rule 3.1 of the First Schedule.

7.4 Additional Tikanga Requirements

In addition to the process contemplated in this Schedule, each Appointing Hapū may set such additional processes and/or requirements as are required to satisfy their tikanga.

8. NOTICE OF APPOINTMENT PROCESS

8.1 Notice to be given:

Immediately after the closing date for nominations, the Trustees shall, where an appointment process is required, fix a closing date for the appointment process (being the last day upon which all Appointing Hapū must have held and determined the results of their Appointment Hui).

8.2 Period of notice:

The Trust shall give not less than 28 days' notice of the closing date for the appointment process and such date must be after the last date set for an Appointment Hui as determined under clause 7.1(a) of this Schedule.

8.3 Method of giving notice:

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

- (a) post (including by electronic form where available) to all Adult Registered Members of Ngāti Ruapani mai Waikaremoana at the last address shown for such Adult Registered Member of Ngāti Ruapani mai Waikaremoana on the Ngāti Ruapani mai Waikaremoana Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address;
- (b) inserting a prominent advertisement on at least two (2) separate days in the Wairoa Star;
- (c) such social media platforms as the Trustees may consider appropriate; and
- (d) such other means as the Trustees may determine.

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 nominees for appointment as Trustees for each Appointing Hapū; and
- (b) the dates, times, and locations of each Appointment Hui to be held by each Appointing Hapū.

9. APPOINTMENT OF APPOINTMENT OFFICER

9.1 Appointment of Appointment Officer:

For the purposes of Appointment Hui, each Hapū shall appoint as required an Appointment Officer who shall not be a Trustee or employee of the Trust. The Appointment Officer shall be appointed on terms requiring the Appointment Officer to act in accordance with the provisions of this Deed setting out the powers and duties of the Appointment Officer. The Appointment Officer shall be responsible for co-ordinating Appointment Hui for the relevant Appointing Hapū.

9.2 Appointment Officer to receive voting forms:

All voting forms must be addressed to the Appointment Officer at the relevant Appointment Hui.

9.3 Only one vote to be cast:

The Appointment Officer shall ensure that appropriate measures are in place to ensure that:

- (a) only one vote per eligible vacancy is cast by each Adult Registered Member of Ngāti Ruapani mai Waikaremoana from the relevant Appointing Hapū and that those votes are only cast by Members of the Appointing Hapū in respect of the Trustee(s) they are eligible to appoint; and
- (b) that the tikanga set by the Appointing Hapū for the Appointment Hui is followed as it has been prescribed.

9.4 Provisional votes:

Where an Adult Member of Ngāti Ruapani mai Waikaremoana is not also an Adult Registered Member of Ngāti Ruapani mai Waikaremoana and has voted in accordance with rule 7.3(b) of this Schedule:

- (a) such vote is provisional until such time as the application form for registration as an Adult Registered Member of Ngāti Ruapani mai Waikaremoana is approved by the Membership Validation Committee as set out in the First Schedule; and
- (b) where the application form for registration as an Adult Registered Member of Ngāti Ruapani mai Waikaremoana is declined in accordance with the First Schedule, the said vote will be invalidated.

9.5 Recording of votes:

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

10. COUNTING OF VOTES

10.1 All votes to be counted:

Upon the conclusion of the Appointment Hui, the Appointment Officer shall record and count all votes validly cast.

10.2 Certification and notifying appointment result:

Once all votes have been counted and the result of the appointment processes determined by the Appointment Officer, the Appointment Officer shall certify the result of the Appointment Hui and communicate the result of the appointment process to the Trustees prior to the closing date. The Trustees 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 15.1(d).

10.3 Provisional Votes:

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

- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the appointment process, the Appointment Officer may not certify the result of the appointment process until the validity of the Provisional Votes has been confirmed pursuant to rule 10.4(a) 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 appointment process, the Appointment Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to rule 10.4(a) of this Schedule and the Provisional Votes have not been counted.

11. RETENTION OF APPOINTMENT RECORDS

11.1 Compiling and sealing voting records:

The Appointment Officer shall, as soon as practicable after he or she has certified the result of the appointment process, place all voting forms, procedural forms and other voting records into a sealed packet. The Appointment Officer shall endorse upon the sealed packet a description of the contents of that packet together with the final date of the Appointment Hui and the name of the Appointment Hapū. The Appointment Officer shall then sign the endorsement and forward the sealed packet to the Trustees.

11.2 Retention and disposal of packets:

Subject to rule 14.1(b) of this Schedule the sealed packets received from the Appointment Officer shall be safely kept unopened by the Trustees for a period of one (1) year from the closing date for making votes in the appointment process to which the packet relates. At the expiry of that one (1) year period the packets shall be destroyed unopened.

12. REVIEW OF APPOINTMENT PROCESS RESULTS

12.1 Candidates may seek review:

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

12.2 Appointment of Electoral Review Officer:

For the purposes of carrying out reviews in respect of any appointment, the Trustees shall 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 Hawke's Bay District Law Society or his or her nominee.

12.3 Electoral Review Officer to conduct reviews:

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

12.4 Form of request for review:

All applications for a review shall be submitted to the Trustees 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.

12.5 Service of application on other candidates:

The application for review and any accompanying evidence shall also be served by the candidate referred to in rule 13.1 of this Schedule upon all other candidates in the appointment process 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 Trustees.

12.6 Costs:

Upon making an application for review the applicant shall also lodge with the Trustees the sum of \$500 in lieu of the costs of undertaking the review. That sum shall be held by the Trustees pending the outcome of the review application. If the application is successful, then the \$500 shall be refunded to the applicant, otherwise it shall be used to off-set the costs of the review.

13. CONDUCT OF REVIEW

13.1 Notification of Electoral Review Officer:

Upon the receipt of an application for review the Trustees 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, procedural documents, and other voting documents received from the Appointment Officer for that appointment process.

13.2 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 Appointment Officer for the relevant appointment process.

13.3 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 Deed, the intention being that no appointment shall be declared invalid by reason of such technical defect if the Electoral Review Officer is satisfied that the appointment process was so conducted as to be substantially in compliance with the requirements of this Deed and that such defect did not materially affect the result of the appointment process.

13.4 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 appointed, or whether the appointment was void and should be conducted again, and shall forthwith certify his or her decision with reasons to the Trustees. The Trustees shall then give notice of the result of the review and advise the candidates of the outcome.

13.5 Decision to be final:

All decisions of the Electoral Review Officer shall be final (noting that the right to seek judicial review in the High Court is always available).

14. TERMINATION OF OFFICE OF TRUSTEES

14.1 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 Trustees;
- (b) dies;
- (c) completes his or her term of office and is not reappointed;
- (d) refuses to act;
- (e) is absent without leave from three (3) consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (f) is convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993;
- (g) is bankrupt or makes any composition or arrangement with his or her creditors;
- (h) is convicted of an indictable offence;

- (i) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a personal or property order under the Protection of Personal and Property Rights Act 1988;
- (j) is determined in accordance with section 104 of the Trusts Act 2019 to have lost capacity to perform the functions of a trustee; or
- (k) is removed from the office of Trustee in accordance with clause 22.3.

15. RECORD OF CHANGES OF TRUSTEES

15.1 Record of changes of Trustees:

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

THIRD SCHEDULE

PROCEEDINGS OF TRUSTEE MEETINGS

1. 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 (3) Trustees may at any time by notice in writing to the Trustees summon a meeting of the Trustees and the Trustees 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 seven (7) days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustee 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 written consent to such a waiver prior to or at the meeting.

2.4 Meeting limited to notified business:

Subject to rule 2.3 of this Schedule, 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** Meetings of the Trustees require 75 % of Trustees then in office to constitute a quorum.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint:

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

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 appointment 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 of this Schedule shall be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by consensus:

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

This rule expressly modifies the default duty in section 38 of the Trusts Act 2019.

5.2 Chairperson:

The Chairperson shall take the chair at all meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present shall elect one (1) of their number to be chairperson of the meeting.

5.3 Vacancies:

The Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the 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 appointment of new Trustees to fill any vacancy or vacancies, and for no other purpose.

5.4 Defects of appointment:

Ali acts done by any meeting of the Trustees or of any committee appointed under rule 6.1 of this Schedule 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 or 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. APPOINTMENT OF COMMITTEES BY TRUSTEES

6.1 Trustees may appoint committees:

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct, but such terms to include as a minimum a requirement that the committee act in accordance with rules 6.2 and 6.3 of this schedule, 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 Deed, any committee established by the Trustees may co-opt any person to be a member of that committee and otherwise 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 (1) 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:

Any minute of the proceedings at a meeting which is purported to be signed by the chairperson of that meeting 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 OR AUDIO VISUAL MEETINGS

- 9.1** For the purposes of these rules a teleconference or audio visual 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/audio visual 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/audio visual meeting and to be linked for the purposes of such a meeting. Notice of a teleconference/audio visual meeting may be given on the telephone or by electronic means;
- (b) throughout the teleconference/audio visual meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the teleconference/audio visual 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/audio visual meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent;

- (e) a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference/audio visual meeting unless he or she leaves the meeting with the chairperson's express consent; and
- (f) a minute of the proceedings at a teleconference/audio visual 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.

FOURTH SCHEDULE

PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. APPLICATION OF THIS SCHEDULE

1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 3.4; or
- (b) amend this Deed in accordance with clause 26; or
- (c) approve a resettlement in accordance with clause 27; or
- (d) terminate the Trust in accordance with clause 28; or
- (e) Recognise a Hapū in accordance with rule 2.1 of the Fifth Schedule to this Deed,

shall only be passed as set out in this Schedule.

2. VOTING AND SPECIAL GENERAL MEETING

- 2.1** Voting on a Special Resolution shall occur by placing voting forms into a ballot box in person at the special general meeting held for the purpose of considering the Special Resolution.

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 Members of Ngāti Ruapani mai Waikaremoana who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.
- 3.2** Any Special General Meeting to vote on a Special Resolution must be held on either Te Kuha Marae or Te Waimako Marae and will be conducted in accordance with the tikanga of the marae at which it is held.
- 3.3** In addition to the 75% majority requirement to pass a Special Resolution as set out in rule 3.2 of this Schedule, the Hapū of Te Kuha Marae or Te Waimako Marae (at

whose marae the Special General Meeting will be held) may set such additional processes and/or requirements as are required to satisfy their tikanga.

4. SPECIAL GENERAL MEETING REQUIRED

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

5. NOTICE

5.1 Notice of special general meeting:

The Trustees shall give not less than twenty-one (21) days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution.

5.2 Method of giving notice:

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

- (a) post (including by electronic form where available) to all Adult Registered Members of Ngāti Ruapani mai Waikaremoana at the last address shown for each such Adult Registered Member of Ngāti Ruapani mai Waikaremoana on the Ngāti Ruapani mai Waikaremoana Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address;
- (b) inserting a prominent advertisement on at least two (2) separate days in the Wairoa Star;
- (c) social media platforms as the Trustees may determine; and
- (d) such other means as the Trustees may determine.

5.3 Content of notice to Members of Ngāti Ruapani mai Waikaremoana:

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; and
- (d) a voting form. The voting form can be given to the Chief Returning Officer in person at the Special General Meeting to cast a vote.

5.4 Content of advertisement:

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

6. POSTAL VOTING

6.1 Postal Voting Not Permitted:

For the avoidance of doubt, postal voting on Special Resolutions will not be permitted. Votes must be cast in person at the relevant Special General Meeting.

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1 Appointment of Chief Returning Officer:

For the purposes of the Special Resolution, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the powers and duties of the Chief Returning Officer as set out in this Deed, including, to avoid doubt, rules 7.2 to 8.3 of this Schedule.

7.2 Chief Returning Officer to receive voting forms:

Voting forms must be addressed to the Chief Returning Officer.

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

The Chief Returning Officer 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 Ruapani mai Waikaremoana recorded in the Ngāti Ruapani mai Waikaremoana Register as an Adult Registered Member of Ngāti Ruapani mai Waikaremoana on the closing day for voting; and
- (b) subject to rule 7.5(b) of this Schedule, any other Adult Member of Ngāti Ruapani mai Waikaremoana 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 (1) vote is cast by each Adult Registered Member of Ngāti Ruapani mai Waikaremoana; 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 Ruapani mai Waikaremoana 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 Trustees.

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 of this Deed 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.

FIFTH SCHEDULE

HAPŪ

1. HĀPŪ RECOGNISED FOR TRUSTEE REPRESENTATION

1.1 Subject to rule 2.1 of this Schedule, the Hapū of Ngāti Ruapani mai Waikaremoana recognised for the purposes of Trustee representation as at the date of this Deed are:

- (a) Hapū of Ngāti Ruapani;
- (b) Hapū of Ngāti Hinekura; and
- (c) Hapū of Whānau Pani.

2. ADDING HĀPŪ & MARAE OR CHANGING MARAE AFFILIATION

2.1 A Hapū may be added to the list of Hapū set out in rule 1.1 of this Schedule by Special Resolution, provided that a Special General Meeting to consider any proposed addition of a Hapū shall only be called after the following requirements have been met:

- (a) A proposal to add a Hapū has been submitted in writing by an Adult Registered Member of Ngāti Ruapani mai Waikaremoana to the Trustees. The proposal must also clearly identify the Marae that the Hapū predominately affiliates to, noting every Hapū must affiliate predominantly to a Marae. If the Marae is not listed in this Trust Deed as a Marae, then all details of the Marae should be provided also as well as any information to the whakapapa links to their Ngāti Ruapani mai Waikaremoana Ancestor;
- (b) Where the Kaumatua Council has been established, the Trustees have sought the advice of the Kaumatua Council and the Kaumatua Council has advised the Trustees that it supports the proposal; and
- (c) Where the Kaumatua Council has not been established, the Trustees have agreed to support the proposal.

2.2 A Hapū may change the Marae to which it is predominantly affiliated (as listed in this Deed or approved by the Trustees pursuant to a proposal under clause 2.1 of this Schedule) by Special Resolution, provided that a Special General Meeting to consider any proposed change of predominant Marae affiliation shall only be called after the following requirements have been met:

- (a) A proposal to change the predominant Marae affiliation of a Hapū has been submitted in writing by an Adult Registered Member of Ngāti Ruapani mai Waikaremoana who affiliates to that Hapū to the Trustees;
- (b) The proposal clearly identifies the Marae that the Hapū currently predominantly affiliates to and the Marae to which the Hapū proposes to have

as their new predominant affiliation. If the Marae is not listed in this Trust Deed as a Marae, then all details of the Marae should be provided;

- (c) Where the Kaumatua Council has been established, the Trustees have sought the advice of the Kaumatua Council and the Kaumatua Council has advised the Trustees that it supports the proposal; and
- (d) Where the Kaumatua Council has not been established, the Trustees have agreed to support the proposal.

3. CONSEQUENCES OF ADDING HAPŪ

- 3.1** Where a Hapū has been added by Special Resolution, then that Hapū shall be able to appoint one (1) trustee to the Trust and rule 3.3 of the Second Schedule shall apply accordingly, with the maximum number of Trustees listed in clause 2.4 of the Second Schedule automatically increasing accordingly, if the number of Trustee appointments available to all recognised Hapū collectively exceeds seven (7) Trustees.