

**POWELL
WEBBER**
& Associates
Barristers & Solicitors

**DEED OF TRUST FOR
TE RORO A MANAWHENUA TRUST**

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1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

“Adult Members of Te Roroa” means those Members of Te Roroa identified on the Te Roroa Register as being 18 years of age or over;

“Annual Plan” means the annual report Manawhenua Trust prepared in accordance with *clause 5.1*;

“Annual Report” means the annual report of the Manawhenua Trust prepared in accordance with *clause 6.1*;

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

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

“Chief Returning Officer” means the person appointed as Chief Returning Officer for the purposes of a Special Resolution in accordance with *rule 7 of the Fourth Schedule*;

“Consolidated Financial Statements” means the consolidated financial statements of the Manawhenua Trust prepared in accordance with *clause 6.1*;

“Custodian Trustee” means the corporate trustee incorporated pursuant to *clause 17*;

“Deed of Settlement” means the deed dated 17 December 2005 between representatives of Te Roroa and the Crown recording the settlement of the Te Roroa Claims;

“Deputy Chairperson” means the Deputy Chairperson from time to time of the Manawhenua Trust if one is selected in accordance with *rule 4* of the *Third Schedule*;

“Disputes Committee” means a committee appointed from time to time in accordance with *clause 23.4*;

“Five Year Plan” means the five year plan of the Manawhenua Trust prepared in accordance with *clause 5.2*;

“Income Year” means any year or accounting period ending on the Balance Date;

“Major Transaction” in relation to the Manawhenua Trust means:

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

“Marae” means the Marae set out in the *Seventh Schedule*;

“Member of Te Roroa” means a person who is referred to in paragraphs (a) and/or (b) of the definition of Te Roroa.

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

“Related Person” means a person specified in paragraphs (i) to (ii) of the second proviso to section CB4(1)(e) of the Income Tax Act 1994, the persons specified being:

- (a) a settlor or trustee of a trust by which a business is carried on; or
- (b) a shareholder or director of a company by which a business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of a company by which a business is carried on; or
- (d) that person, where he or she and the settlor, trustee, shareholder or director, already mentioned in this definition, are associated persons as defined in section OD7 of the Income Tax Act 1994;

“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 therein;

“Settlement Date” means the date specified as the Settlement Date in the Deed of Settlement;

“Special Resolution” means a resolution that has been passed with the approval of not less than 85% of the Adult Members of Te Roroa who validly cast a vote in accordance with the process set out in the *Fourth Schedule*;

“Te Roroa”:

- (a) means the collective group composed of:
 - (i) individuals descended from one or more Te Roroa Tupuna; and
 - (ii) individuals who are members referred to in (c)(i) below;

- (b) means every individual referred to in (a) above; and
- (c) includes the following groups:
 - (i) Te Roroa, Ngati Kawa, Ngati Whiu and Te Kuihi; and
 - (ii) any whanau, hapu, or group of individuals referred to in (a) above.

“Te Roroa Claims” means the **Te Roroa Historical Claims** as defined in clause 1.11 of the Deed of Settlement;

“Te Roroa Development Group” means the Te Roroa Whatu Ora Trust, TRCDL, TRSDL, subsidiaries (if any) of TRCDL and/or TRSDL and any Trusts or other entities (whether incorporated or not) under their control:

“Te Roroa Manawhenua Trust” or **“Manawhenua Trust”** means the Trust established by this trust deed;

“Te Roroa Register” means the register of Members of Te Roroa that is to be maintained by the Te Roroa Manawhenua Trust;

“Te Roroa Tupuna” means an individual who:

- (a) exercised customary rights by virtue of being descended from:
 - (i) Manumanu 1 or Rangitauwawaro; or
 - (ii) a recognised ancestor of any of the groups referred to in (c)(i) of the definition of Te Roroa; and
- (b) exercised the customary rights predominantly in relation to the Te Roroa Area of Interest (as outlined in the Deed of Settlement) at anytime after February 6, 1840.

"Te Roroa Whatu Ora Trust" means the Trust established by the Te Roroa Whatu Ora Trust Deed;

"TRCDL" means the company called Te Roroa Commercial Development Limited established by the Te Roroa Whatu Ora Trust;

"TRSDL" means the company called Te Roroa Social Development Limited established by the Te Roroa Whatu Ora Trust;

"Trust Deed" means this deed of Trust and includes the recitals and the schedules to this deed;

"Trust Assets" includes any assets received or otherwise owned or acquired from time to time by the Manawhenua Trust, including without limitation all assets received by the Manawhenua Trust pursuant to the Deed of Settlement and the Settlement Act, and any money, investments or other Property paid or given to or acquired or agreed to be acquired by the Manawhenua Trust;

"Trust Purposes" means the objects and purposes set out in *clause 2.4*;

"Trustees" means the Trustees appointed from time to time in accordance with the First schedule of this Trust Deed, and to act as the trustees for the time being of the Manawhenua Trust, and **"trustee"** shall mean any one of those persons;

"Wahi Tapu" means those Properties contained in the *Sixth Schedule*, namely, Manuwhetai, Whangaiariki, Puketapu, Maunganui Bluff, and Kaharau, and such other Properties as are added to the *Sixth Schedule* in accordance with *clause 20* of this Deed.

1.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

- 1.2.1 words importing the singular include the plural and vice versa;
- 1.2.2 words importing one gender and include the other gender;
- 1.2.3 references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having separate legal personality;
- 1.2.4 references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- 1.2.5 references to a clause, recital or a schedule shall be deemed to be a clause, recital or schedule to this Trust Deed;
- 1.2.6 the schedules to this Trust Deed shall form part of this Trust Deed;
- 1.2.7 headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed;
- 1.2.8 references to a company are references to a company incorporated pursuant to the Companies Act 1993;
- 1.2.9 references to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

2. ESTABLISHMENT, STATUS AND OBJECTS OF THE MANAWHENUA TRUST

2.1 Trust Established:

The Trustees acknowledge that they hold the Trust Assets upon the trusts and with the powers set out in this Trust Deed. The Trustees further acknowledge that the Trust hereby created shall be known as the Te Roroa Manawhenua Trust.

2.2 Trust Representative:

The Manawhenua Trust shall be governed and administered by and in accordance with this Trust Deed. The Manawhenua Trust shall be the Representative for Te Roroa in all matters relating to the Trust Assets.

2.3 Powers of Trust:

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

2.4 Objects and Purposes of the Manawhenua Trust:

The purpose for which the Manawhenua Trust is established is to:

2.4.1 receive, protect, manage and administer the Trust Assets on behalf of and for the benefit of the present and future Members of Te Roroa; and

2.4.2 transfer those assets listed in the *Fifth Schedule* to the Te Roroa Whatu Ora Trust within 10 days of the Settlement Date in accordance with *clause 18*; and

2.4.3 ensure that the wahi tapu listed in the *Sixth Schedule* are not removed from the power of the Manawhenua Trust, charged for security or otherwise alienated; and

2.4.4 identify further wahi tapu to be added to those listed in *Sixth Schedule* in accordance with the procedure set out in *clause 20*; and

- 2.4.5 ensure that the Trust Assets (excluding those listed in the *Fifth* and *Sixth* Schedules) are not removed from the power of the Manawhenua Trust, charged for security or otherwise alienated other than by way of Special Resolution, passed in accordance with the *Fourth Schedule*; and
- 2.4.6 subject to *clause 2.4.2*, vest the title to all Trust Assets comprising land in the Custodian Trustee established under *clause 17*; and
- 2.4.7 where culturally appropriate to do so and in accordance with the Te Roroa tikanga grant use and access rights over the Trust Assets to a member of the Te Roroa Development Group; and
- 2.4.8 where appropriate appoint kaitiaki pursuant to *clause 19* to the wahi tapu listed in *Fifth Schedule* and such other Trust Assets to be identified from time to time by the Trustees, to ensure that such Properties are protected and administered or otherwise dealt with in accordance with Te Roroa tikanga; and
- 2.4.9 administer the implementation and ongoing operation of the Tarehu, Protocols, Statutory Acknowledgments, Deeds of Recognition, Right of Deferred Selection, Fisheries Advisory Committee, meetings with the Ministry for the Environment, and Rights of First Refusal established by the Deed of Settlement and enforce the rights and obligations contained therein on behalf of Te Roroa; and
- 2.4.10 To assign the administration of the forestry licenses relating to the Waipoua Forest to the Te Roroa Whatu Ora Trust; and
- 2.4.11 the promotion amongst Te Roroa of the educational, spiritual, economic, social and cultural advancement or well-being of Te Roroa; and
- 2.4.12 any other purpose that the Trustees consider from time to time to be beneficial to Te Roroa.

3. RESTRICTION ON MAJOR TRANSACTIONS

Notwithstanding *clause 2.3*, the Manawhenua Trust shall not enter into a Major Transaction, unless that Major Transaction:

- 3.1 Is approved by way of Special Resolution in accordance with the *Fourth Schedule*; or
- 3.2 Is contingent upon approval by way of Special Resolution.

4. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

4.1 Appointment in accordance with First Schedule:

The Trustees shall be appointed to office in accordance with the rules set out in the *Second Schedule*.

4.2 Trustees to control Manawhenua Trust affairs:

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

4.3 Proceedings of Trustees:

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

4.4 Appointment of Committees:

The Trustees shall have the power to appoint any of their number to committees of the Manawhenua Trust from time to time to transact the business of the Manawhenua Trust, provided that responsibility for the activities of the committees is retained by the Trustees.

5. PLANS

5.1 Trust to prepare annual plan:

The Manawhenua Trust shall prepare no later than one month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year the following information:

- 5.1.1 the strategic vision of the Manawhenua Trust;
- 5.1.2 the nature and scope of the activities proposed by the Manawhenua Trust;
- 5.1.3 the ratio of capital to total assets;
- 5.1.4 the performance targets and measurements by which performance of the Manawhenua Trust may be judged;
- 5.1.5 the manner in which it is proposed that projected income (if any) will be dealt with;
- 5.1.6 any proposals for the ongoing management and where applicable, protection of the Trust Assets having regard to the interests of the Members of Te Roroa; and
- 5.1.7 such other information as the Manawhenua Trust in its discretion considers necessary.

5.2 Trust to prepare five year strategic plan:

The Manawhenua Trust shall also produce within 12 months following the execution of this Trust Deed, and update not less than every two years, a five year plan. Such a plan shall set out the long-term vision of the Manawhenua Trust in respect of the matters referred to in *clauses 5.1.1 to 5.1.7* and shall include a statement by the Trustees of the commercial, management and distribution policies that the Manawhenua Trust intends to follow in respect of the Trust assets.

6. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

6.1 Preparation of annual report:

The Manawhenua Trust must, within four months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Manawhenua Trust covering the accounting period ending at the end of that Income Year which includes 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 Manawhenua Trust.

6.2 Audit of financial statements:

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

6.3 Appointment of auditor:

The auditor shall be appointed by the Manawhenua Trust prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of the Manawhenua Trust (including any firm of which such a person is a member or employee), may be appointed as the auditor.

7. DISCLOSURE OF REPORTS AND MINUTES

7.1 Documents to be available for inspection:

The Manawhenua Trust shall hold at its offices and make available for inspection by any Member of Te Roroa during normal business hours on any business days:

7.1.1 the Annual Report for each of the preceding three Income Years;

7.1.2 the Consolidated Financial Statements for the preceding three Income Years;

7.1.3 the Annual Plan;

7.1.4 the Five Year Plan;

7.1.5 the minute book kept in accordance with *clause 9.13* of all decisions taken and business transacted at every annual general meeting and Special General Meeting; and

7.1.6 this Trust Deed.

7.2 Costs of copying:

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

8. NO DISCLOSURE OF SENSITIVE INFORMATION

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

9. GENERAL MEETINGS

9.1 Trust to hold annual general meeting:

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

9.1.1 report on the operations of the Manawhenua Trust during the preceding Income Year;

9.1.2 present the Annual Report and duly audited Consolidated Financial Statements;

9.1.3 announce the names of Trustees appointed in the course of the year;

9.1.4 approve the appointment of the auditor for the next Income Year;

9.1.5 approve the Trustees' remuneration;

9.1.6 undertake all other notified business; and

9.1.7 at the discretion of the Chairperson, undertake any other general business raised at that meeting.

9.2 Approval of Trustees' remuneration:

No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Members of Te Roroa 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.

9.3 Notice of annual general meeting:

The Trustees shall give not less than 30 days notice of the holding of the annual general meeting, such notice to be posted to all Adult Members of Te Roroa at the last address shown for each such Adult Member of Te Roroa on the Te Roroa Register. Notice of the meeting shall also be inserted prominently in all major metropolitan newspapers circulating in New Zealand, and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Te Roroa reside. All such notices shall contain:

9.3.1 the date, time and place of the meeting;

9.3.2 an agenda of matters to be discussed, and resolutions to be put, at the meeting;
and

9.3.3 details of where copies of any information to be laid before the meeting may be inspected.

9.4 Notice of Special General Meetings:

In addition to the annual general meeting of the Manawhenua Trust, the Trustees shall convene a Special General Meeting of the Manawhenua Trust on the written request of:

9.4.1 the Chairperson and Deputy Chairperson for the time being of the Manawhenua Trust; or

9.4.2 the majority of the Trustees from time to time; or

9.4.3 ten percent (10%) of Adult Members of Te Roroa.

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.

9.5 Annual general meeting not limited to notified business:

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

9.6 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.

9.7 Invalidation:

The accidental omission to give notice to, or a failure to receive notice of an annual or Special General Meeting by a Adult Member of Te Roroa, does not invalidate the proceedings at that meeting.

9.8 Deficiency of notice:

Subject to *clause 9.6*, a deficiency or irregularity in any notice of any special or general meeting will not invalidate anything done at the meeting if:

9.8.1 the deficiency or irregularity is not material ; and

9.8.2 the Adult Members of Te Roroa who attend the meeting agree to waive the deficiency or irregularity.

9.9 Quorum:

The quorum required for any annual or Special General Meeting of the Manawhenua Trust shall be fifty (50) Adult Members of Te Roroa present in person.

9.10 Chairing of meetings:

The Chairperson for the time being of the Manawhenua Trust will be the Chairperson of any annual or Special General Meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one of their number to substitute as the Chairperson for that meeting.

9.11 Voting:

To the extent that a vote is sought or required at any annual or Special General Meeting, every Adult Member of Te Roroa present shall have one vote. Voting may be by voice or on a show of hands. Unless stated otherwise in this Trust Deed, questions arising at any annual or Special General Meeting shall be decided by a majority of votes of Adult Members of Te Roroa present in person at the meeting. In the case of an equality of votes, the Chairperson shall have a second or casting vote. However, except as provided in clauses 3, 9.1.4, 17 and 22, and in 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 Assets and carrying out the Trust Purposes.

9.12 Adjourned meetings:

If within one hour of the time appointed for an annual general or a Special General Meeting, a quorum is not present, the meeting will stand adjourned to be reconvened 15 business days after the date of the meeting. On that later date, the meeting will be held again at the same time and in the same place as the adjourned the meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Members of Te Roroa present will constitute a quorum.

9.13 Minutes:

The Trustees shall keep a proper record in a minute book of decisions taken and business transacted at every annual general meeting and Special General Meeting.

9.14 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.

9.15 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.

10. DISCLOSURE OF INTERESTS

10.1 Definition of interested Trustee:

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

10.1.1 is a party to, or will derive a material benefit from that matter;

10.1.2 has a material financial interest in any other party to the matter ;

10.1.3 is a director, officer, trustee of any other 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 Manawhenua Trust or any subsidiary of the Manawhenua Trust;

10.1.4 is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or

10.1.5 is otherwise directly or indirectly interested in the matter.

10.2 Disclosure of interest to other Trustees:

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

10.2.1 if the monetary value of the Trustees interest is able to be quantified, the nature and monetary value of that interest; or

10.2.2 if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

10.3 Recording of Interest:

A disclosure of interest by a Trustee shall be recorded in the minute book of the Manawhenua Trust.

10.4 Dealings with Interested Trustees:

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.

11. PROHIBITION OF BENEFIT OR ADVANTAGE

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

12. DISCLOSURE OF TRUSTEE REMUNERATION

The Trustees shall, in accordance with *clause 6.1* show the amount of any remuneration paid to, or fees charged by, any Trustee or any Trustees firm and the amount of any premiums paid out of the Trust Assets for any trustee indemnity insurance separately in the financial statements including any payments made pursuant to *clause 14*.

13. LIABILITY OF TRUSTEES

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

14. INDEMNITY AND INSURANCE**14.1 Indemnity and insurance for Trustees:**

Any Trustee, officer, or employee of the Manawhenua Trust may be indemnified or have their insurance costs met out of the Trust Assets which he or she incurs in defending any criminal or civil proceedings because of his or her actions in relation to the Manawhenua Trust, where those proceedings do not arise out of any failure by the trustee, officer or

employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Manawhenua Trust with the object of fulfilling the Manawhenua Trust Purposes.

14.2 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.

14.3 Record of decisions:

All decisions made under this clause or *clause 15.4* to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by the Trustees to be just and equitable.

15. SPECIFIC TRUSTS

15.1 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 Purposes of the Manawhenua Trust or for any specific purpose that comes within the Trust Purposes. Such a Trust may include any Trust for the benefit of the Members of Te Roroa. Any Property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of the Manawhenua Trust and shall not constitute part of the Trust Assets.

15.2 Specific trusts to be separate:

If the Trustees accept a Trust for any specific purpose as outlined in *clause 15.1* it must keep the Properties subject to such Trust and any income derived from it separate from the Manawhenua Trust Assets, and administer that Property and income as a separate specific trust in terms of the Trust under which it was accepted.

15.3 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 Manawhenua Trust fund to make good any deficit, loss, damage or breach of Trust relating to any specific trust.

15.4 Indemnity and insurance of Specific trusts:

If any assets are held by the Trustees on any separate specific trust, then any Trustee, officer or employee of the Manawhenua 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.

15.5 Expenses of specific trusts:

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

16. RECEIPTS FOR PAYMENTS

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

17. CUSTODIAN TRUSTEE

17.1 The Trustees shall incorporate a limited liability company as a Custodian Trustee and on any such appointment or incorporation, the following provisions shall have effect:

17.1.1 the sole function of the Custodian Trustee shall be to hold and deal with the Trust 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;

17.1.2 the Custodian Trustee shall not be liable for acting on any such direction provided that if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law, or exposes the Custodian Trustee to any

liability or is otherwise objectionable, the Custodian Trustee may apply to the Court for directions and any order giving any such directions shall bind both the Custodian Trustee and the Trustees;

17.1.3 the Custodian Trustee shall not be liable for any act or default on the part of any of the Trustees;

17.1.4 all actions and proceedings touching or concerning the Trust Assets may be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees, and the Custodian Trustee shall not be liable for the costs;

17.1.5 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.

18. TRANSFER OF ASSETS IN FIFTH SCHEDULE

Within 10 days of the Settlement Date, the Trustees shall transfer the assets listed in the *Fifth Schedule* to the Te Roroa Whatu Ora Trust.

19. APPOINTMENT OF KAITIAKI

The Trustees shall, where appropriate, appoint kaitiaki to the wahi tapu listed in the *Sixth Schedule* and such other assets to be identified from time to time by the Trustees, to ensure that such Properties are protected and administered or otherwise dealt with in accordance with Te Roroa Tikanga.

20. ADDITION OF WAHI TAPU TO SIXTH SCHEDULE

Where the Trustees propose that further wahi tapu be included on the list of wahi tapu contained in the *Sixth Schedule*, those wahi tapu shall only be included following a vote of Adult Members of Te Roroa at an Annual General Meeting where no less than 50 percent of those who vote are in favour of such inclusion.

20.1 Notice of Vote:

Where a vote is to be taken pursuant to *clause 20*, notice of such vote shall be given in accordance with *clause 9.3*.

21. AMENDMENTS TO TRUST DEED

21.1 Special Resolution required:

Subject to *clause 21.2*, all amendments to the Trust Deed shall only be made with the approval of a Special Resolution passed in accordance with the *Fourth Schedule*.

21.2 Limitations on Amendment:

No amendment shall be made to the Trust Deed which:

21.2.1 changes the Trust Purposes;

21.2.2 changes this clause;

21.2.3 changes *clause 22*; or

21.2.4 changes the requirement for a Special Resolution (as defined from time to time), as outlined in this clause.

21.3 Amendment to make Trust a charity or a Maori Authority:

Notwithstanding any other provision in this Trust Deed to the contrary, this Trust Deed may be amended, and the benefits conferred hereunder altered, in order for the Manawhenua Trust to become a charity or a Maori Authority and to qualify for any tax exemptions available from time to time for charitable entities or Maori Authorities under the provisions of the Income Tax Act 1994, provided that any such amendment:

21.3.1 is made in accordance with *clause 21*; and

21.3.2 does not change the Trust Purposes so that the Trustees are no longer required to act for the benefit of the present and future Members of Te Roroa.

22. TERMINATION OF TRUST

22.1 Subject to *clause 21* the Manawhenua Trust established by this Trust Deed shall only be terminated or dissolved if the Adult Members of Te Roroa have, by Special Resolution:

22.1.1 resolved that it has become impossible, impracticable or inexpedient to carry out the Trust Purposes; and

22.1.2 nominate a Trust or other entity, established for the benefit of the present and future Members of Te Roroa, to which the Trust Assets should be transferred (after the payment of all relevant costs, debts and liabilities).

23. PERPETUITIES

Unless stated otherwise in the Settlement Act, the perpetuity period for the Manawhenua Trust is that period that commences on the date of this Trust Deed, and ends 80 years less one day after that date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities applicable to the Manawhenua Trust are hereby specified accordingly.

24. DISPUTE RESOLUTION

24.1 Notice of Dispute:

In the event that a dispute arises in relation to the interpretation of this Deed, including decisions made by the Whakapapa Committee pursuant to *rule 4* of the *First Schedule*, it shall be submitted to the Trustees by notice in writing and the Manawhenua Trust shall acknowledge receipt in writing within 10 business days of the receipt of the notice. The dispute shall then be dealt with as follows:

24.1.1 Upon receipt of notice of the dispute under *clause 24.1*, the Trustees shall attempt to resolve that dispute;

24.1.2 If the dispute is not settled within 20 business days of the receipt by the Trustees of written notice of the dispute then it shall be referred to a Disputes Committee constituted in accordance with *clause 24.2*;

24.2 Dispute Committee to be appointed as required:

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed by the Trustees 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 20 business day period referred to in *clause 24.1.2* above.

24.3 Appointment and composition of Disputes Committee:

A Disputes Committee shall comprise three Adult Members of Te Roroa, who shall be 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 Manawhenua Trust.

24.4 Role of Disputes Committee:

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

24.5 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.

24.6 Notification of Outcome:

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

25. REVIEW OF TRUST DEED

25.1 Review within four years:

The Trustees shall, within four years of the Settlement Date, initiate a review of the terms and operations of this Trust Deed and in particular, shall review the arrangements relating to the election of Trustees, and all other aspects of the representation of Te Roroa within the Manawhenua Trust.

25.2 Process of review:

In conducting this review, the Trustees shall:

25.2.1 engage and consult with Te Roroa and in order to seek the views of Te Roroa on the terms of this Trust Deed, and in particular, the arrangements relating to the election of Trustees and representation of Te Roroa within the Manawhenua Trust; and

25.2.2 have regard to the tikanga of Te Roroa.

25.3 Review to be independently facilitated:

The process of engagement and consultation required by *clause 25.2.1* shall be undertaken by an independent facilitator appointed by the Trustees. The role of the independent facilitator shall be to:

25.3.1 liaise with the Trustees in the preparation of any discussion materials to be distributed to Te Roroa;

25.3.2 facilitate any hui;

25.3.3 receive, compile and review any written submissions received from Te Roroa;
and

25.3.4 make recommendations to the Trustees as to the amendments that should be made to the Trust Deed as a consequence of the information received from the process of engagement and consultation.

25.4 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 25.3.4*, the Trustees shall recommend amendments (if any) to this Trust Deed, and seek the approval of those amendments by Special Resolution in accordance with the *Fourth Schedule*.

FIRST SCHEDULE
MEMBERSHIP OF TE ROROA AND TE ROROA REGISTER

1. TRUST TO KEEP REGISTER

1.1 Trust to maintain register:

The Trustees and shall administer and maintain the Te Roroa Register, which is a register of the Members of Te Roroa.

1.2 Register to comply with this Schedule:

The Te Roroa Register shall be confirmed and 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 Te Roroa Register shall record the names, dates of birth, Marae to which the applicant claims affiliation and postal addresses of the Members of Te Roroa.

2.2 Beneficiary Registration Number

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

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications:

Any applications for registration as a Member of Te Roroa must be made in writing to the Manawhenua Trust in the form approved by the Trustees from time to time. The application must contain:

- (a) the full name, date of birth and postal address of the applicant;

- (b) the name of the Marae to which the applicant claims affiliation;
- (c) the Marae that the applicant nominates for the purposes of Trustee elections pursuant to the Second Schedule; and
- (d) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Te Roroa.

3.2 Any Member of Te Roroa may amend his or her details as they appear on the Te Roroa Register by submitting a new application form in accordance with rule 3.1 above.

3.3 **Manawhenua Trust to Advise Marae**

The Manawhenua Trust shall, no less than 20 days prior to calling for Trustee nominations pursuant to *rule 5 of the Second Schedule*, provide each of the Marae with a list of all Adult Members of Te Roroa who have nominated that Marae for the purposes of Trustee elections.

4. **DECISIONS AS TO MEMBERSHIP**

4.1 **Whakapapa Committee to be established:**

The Trustees shall establish a Whakapapa Committee to make decisions on any applications made pursuant to *rule 3* of this Schedule by any person for recording on the Te Roroa Register of that person's membership of Te Roroa or any of the Marae.

4.2 **Composition of Whakapapa Committee:**

The Whakapapa Committee shall comprise 3 Adult Members of Te Roroa, appointed by the Trustees from time to time, with the expertise and knowledge of Te Roroa whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Te Roroa whakapapa may be appointed to the Whakapapa Committee.

4.3 Consideration of applications:

All applications for membership pursuant to *rule 3* of this *Schedule* with any supporting evidence shall be forwarded by the Trustees to the Whakapapa Committee.

4.4 Decisions to be made on applications:

Upon receipt of an application for membership in accordance with *rule 3* of this *Schedule*, the Whakapapa Committee shall consider the application and shall make a decision as to whether the application should be accepted as to the applicant's status as a Member of Te Roroa and a member of the Marae to which the applicant claims to affiliate.

4.5 Successful applications to be notified and registered:

In the event that the Whakapapa Committee decides that the application should be accepted, then such decision shall be notified in writing to the Manawhenua Trust, which shall in turn notify the applicant and enter the applicant's name and other relevant details on the appropriate part of the Te Roroa Register.

4.6 Notification of unsuccessful applicants:

In the event that the Whakapapa Committee decides to decline the application (whether as to the status of the applicant as a Member of Te Roroa or as a member of any Marae) 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 decisions 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 Whakapapa Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one, any previous application) as to the applicant's status as a Member of Te Roroa or a member of any Marae.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies:

The Trustees shall take such steps and institute such policies as are necessary to ensure that the Te Roroa Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Te Roroa, including taking steps to ensure that, upon the receipt of appropriate evidence, the names of any deceased Members of Te Roroa are removed from the Te Roroa Register.

5.2 Assistance in identifying membership:

In maintaining the Te Roroa Register the Trustees shall include in the policies that it develops, policies for assisting in the identification and registration of those Members of Te Roroa that are not for the time being on the Te Roroa Register.

5.3 Responsibility of Members of Te Roroa:

Notwithstanding *rules 1.1 and 5.2* of this schedule, it shall be the responsibility of each person who is a Member of Te Roroa, to ensure that his or her name is included on the Te Roroa Register and that his or her full postal address for the time being is provided and updated.

5.4 Consequences of registration:

Registration of any person on the Te Roroa Register as a Member of Te Roroa, and as a member of a Marae shall be conclusive evidence of that person's status as a Member of Te Roroa and a member of the Marae, as the case may be.

**SECOND SCHEDULE
ELECTIONS OF TRUSTEES**

1. ELECTION OF TRUSTEES

1.1 This Schedule to apply

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

1.2 Appointment to be by Marae

Each of the Marae shall be entitled to elect two persons as Trustees to the board of the Manawhenua Trust.

2. ELIGIBILITY FOR ELECTION

2.1 Eligibility of Trustees:

To be elected, a Trustee must, as at the closing date for nominations:

- (a) be recorded in the Te Roroa Register as a member of the Marae that he or she is seeking to represent; and
- (b) not otherwise be disqualified from holding office as a Trustee under *rule 7* of this Schedule.

3. APPOINTMENT OF TRUSTEES

3.1 Two (2) Trustees shall be elected by each of the Marae.

3.2 Each of the Marae shall elect one Trustee for an initial term of two (2) years, and another for an initial term of three (3) years. The election of these Trustees shall commence as

soon as possible after the date the Deed of Settlement is signed, and in any event, no longer than six months after the Settlement Date.

3.3 Trustees shall thereafter be appointed for a two (2) year term and Trustees so appointed shall remain Trustees during that term subject to the provisions for earlier removal or replacement provided in this deed.

3.4 **Eligibility of retiring Trustees:**

Trustees retiring from office shall be eligible for reappointment.

4. **TIMING OF ELECTIONS**

4.1 The elections for Trustees in any given Income Year must, except in the case of election of replacement Trustees in accordance with clause 11.1 of this Schedule, be concluded by the time of the annual general meeting of the Manawhenua Trust in that Income Year. Elected Trustees shall take office at the annual general meeting immediately following the election.

5. **MAKING OF NOMINATIONS**

5.1 **Calling for nominations;**

The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least three months before the annual general meeting of the Manawhenua Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with *rule 4* of this Schedule.

5.2 **Timing for nominations:**

All nominations must be lodged with the Manawhenua Trust no later than 20 days following the date upon which the notice calling for nominations is first given.

5.3 **Nomination to be in writing and with consent of nominee:**

The nomination of a candidate for election as a Trustee shall be in writing, and must be endorsed in writing by the candidate.

6. HOLDING OF ELECTIONS

6.1 Mode of Voting

All elections shall be by postal ballot. Voting forms shall be delivered to the Chief Returning Officer appointed under rule 8 of this schedule.

6.2 Candidates with most votes elected:

The successful candidates for election as Trustee by the Marae shall be those candidates who receive the most validly cast votes from the Adult Members of Te Roroa.

7. NOTICE OF ELECTIONS

7.1 Notice to be given:

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

7.2 Period of Notice:

The Trustees shall give not less than 20 business days notice of the closing date for the elections and the method by which votes may be cast.

7.3 Method of Giving Notice:

Notice under rule 7.2 of this Schedule shall be given by:

- (a) posting notice to each Member of Te Roroa; and
- (b) inserting a prominent notice on at least two separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of such Members of Te Roroa reside.

7.4 General Content of Notices:

Every notice given in accordance with rule 7.3(a) and (b) shall contain:

- (a) A list of the candidates for election as Trustees for the relevant Marae;
- (b) the closing date for the elections; and
- (c) the method by which votes may be cast.

7.5 Additional Content of Postal Notice;

Each notice given in accordance with *rule 7.3(a)* of this schedule shall also contain:

- (a) a voting form that contains information that is sufficient to identify the elector and the voting documents issued to that elector; and
- (b) Details of the procedure to be followed in making a vote by post, including the date by which the voting form must be received by the Chief Returning Officer;

8. APPOINTMENT OF CHIEF RETURNING OFFICER

8.1 Appointment of the Chief Returning Officer:

For the purposes of elections, the Trustees shall appoint as required a Chief Returning Officer who may be an employee of the Manawhenua Trust, but not a Trustee, and who shall be a person of standing within the community. The Chief Returning Officer shall receive all voting forms, keep a record of votes received and otherwise be responsible for coordinating Trustee elections.

9. COUNTING OF VOTES

9.1 Counting votes and certifying election result:

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

thereafter advise the candidates of the results and give notice of the same at the next annual general meeting of the Manawhenua Trust.

10. TERMINATION OF OFFICE OF TRUSTEES

10.1 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 Manawhenua Trust;
- (b) complete his or her term of office and is not re-elected;
- (c) refuses to act;
- (d) is absent without leave from three consecutive ordinary meetings of the Trustees without good reason or without permission of the Chairperson;
- (e) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (f) becomes bankrupt or makes any composition or arrangement with his or her creditors; or
- (g) is convicted of an indictable offence; or
- (h) dies.

11. RECORD OF CHANGES OF TRUSTEES

11.1 Upon termination of office of any Trustee, a replacement Trustee shall be appointed in accordance with the process set out in this Schedule. The replacement Trustee shall hold office for the remainder of the term of the Trustee that he or she has replaced.

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

**THIRD SCHEDULE
PROCEEDINGS OF TRUSTEES**

1. TRUSTEES TO REGULATE MEETINGS

- 1.1 The Trustees shall meet together not less than three times in an Income Year at not greater than four-monthly intervals for the dispatch of business. In addition, the majority of Trustees from time to time may at any time and by notice in writing to the Trust summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene in such a 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 five business days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand, unless that Trustee has provided details of where he or she may be contacted whilst 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 subject matter 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 waiver prior to or at the meeting.

2.4 Meeting limited to notified business:

No business is shall be transacted at any meeting of the Trustees, unless expressly referred to in the notice calling the meeting.

2.5 Deficiency of notice:

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

3. QUORUM

3.1 The majority of the 12 Trustees shall constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to elect:

At the first meeting of the Trustees following a Trustees election, the Trustees shall appoint one of their number to be Chairperson and (at their discretion) one of their number to be Deputy Chairperson.

4.2 Voting on election:

Where there is more than one candidate for Chairperson (or as the case may be Deputy Chairperson) 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 in the event that he or she resigns from that office, ceases to be a Trustee or is removed from the office of Chairperson 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 election shall be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote:

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

5.2 Chairperson:

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

5.3 Vacancies:

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

5.4 Defects of appointment:

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

6. WRITTEN RESOLUTIONS IN LIEU OF MEETING

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

7. MINUTES

7.1 Minutes to be kept:

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

7.2 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.

7.3 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.

8. FORMS OF CONTRACTS

8.1 Contracts by Deed:

Any contract, which, if made between private persons, must be by deed, shall, if made by the Manawhenua Trust, be in writing signed under the name of the Manawhenua Trust by any three Trustees.

8.2 Contracts in writing:

Any other form of contract shall, if made by the Trust, be in writing signed under the name of the Trust by a person acting with the express or implied authority of the Trustees.

8.3 Contracts pursuant to resolution:

Notwithstanding anything to the contrary in *rule 8*, no contract made by or on behalf of the Trust shall be invalid by reason only that it was not made in the manner provided by this clause, if it was made pursuant to a resolution of the Trustees.

**FOURTH SCHEDULE
PROCEDURE FOR PASSING SPECIAL RESOLUTION**

1. THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) amend this Trust Deed; or
- (b) terminate the Manawhenua Trust; or
- (c) Transfer of Trust Assets to the Whatu Ora Trust, excluding those listed in the *Fifth and Sixth Schedules*; or
- (d) approve a Major Transaction,

shall only be passed as set out in this schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

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

3. VOTING

- 3.1 In order for a special resolution to be passed, it must receive the approval of not less than 85% of those Adult Members of Te Roroa who validly cast a vote in favour of the proposed special resolution in accordance with this schedule.

4. SPECIAL GENERAL MEETING REQUIRED

- 4.1 A Special General Meeting of the Manawhenua Trust must be called for the purposes of considering one or more special resolutions. No other business may be transacted at such a Special General Meeting.

5. NOTICE

5.1 Notice of Special General Meeting:

The Trustees shall give not less than 60 days of 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:

- (a) in writing and posted to all Adult Members of Te Roroa at the address shown for each such Adult Member of Te Roroa on the Te Roroa Register; and
- (b) Advertised prominently in the any major metropolitan newspapers circulating in New Zealand, and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Te Roroa reside.

5.3 Content of notice to Members:

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

- (a) the date, time and place of the Special General Meeting called for the purposes of considering the special resolution;
- (b) details of the proposed special resolution ;
- (c) details of the reasons for the proposed special resolution, and the effect that the special resolution will have;

- (d) details of the procedure to be followed in making a postal vote, including the date postal voting closes;
- (e) a statement that postal votes may either be delivered to the Chief Returning Officer at the Special General Meeting, or posted;
- (f) a voting form.

5.4 Content of advertisement:

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

6. POSTAL VOTING

6.1 Other details to accompany vote:

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

6.2 Timing of Postal Votes:

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

6.3 Postal Votes may be received at the Special General Meeting:

Voting forms may be delivered to the Chief Returning Officer at the Special General Meeting, rather than being posted.

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 Trustees or employee of the Trust and who shall be a person of standing within the community.

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 Only one vote to be cast:

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Te Roroa, who votes on the special resolution.

7.5 Recording of votes:

A record shall be kept by the Chief Returning Officer of 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 results to the Trust.

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

Except as otherwise is set out in this schedule, the provisions of *clause 9* 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**ASSETS TO BE TRANSFERRED TO TE ROROA WHATU ORA TRUST ON SETTLEMENT
DATE**

1. Waipoua Commercial Forest (including areas gifted to Te Roroa as part of cultural redress)
2. Ex DoC Headquarters at Waipoua
3. Coastal parts of the Aranga farms (excluding Manuwhetai, Whangaiariki and Puketapu)
4. Coastal parts of:
 - (a) ex Bibby (described in the Deed as Waikara Farm 1);
 - (b) Mold (described in the Deed as Waikara Farm 2); and
 - (c) Duder (described in the Deed as Waikara Farm 3).
5. Crown land adjacent to Shag Lake
6. Bed of Shag Lake
7. Vacant Section Portland Street, Dargaville
8. Part ex Titford (described in the Deed as Pt Lot 15 DP 1457)
9. Crown land at Omamari

SIXTH SCHEDULE

WAHI TAPU TO REMAIN WITHIN POWER OF TE ROROA MANAWHENUA TRUST

1. Manuwhetai
2. Whangaiariki
3. Puketapu
4. Maunganui Bluff
5. Kaharau

**SEVENTH SCHEDULE
TE ROROA MARAE**

1. Whakamaharatanga
2. Matatina
3. Pananawe
4. Waikara
5. Waikaraka
6. Te Houhanga

EXECUTED as a Deed on this 15th day of August ~~July~~ 2006:

SIGNED by
TREVOR BIRCH

as Trustee in the presence of:

)
)
) Trevor Birch

Witness Signature

h c Powell

Witness Name

Solutor

Witness Occupation

Auckland

Witness Address

SIGNED by

ERANA CLARKSON

as Trustee in the presence of:

)
)
) E Clarkson

Witness Signature

h c Powell

Witness Name

Solutor

Witness Occupation

Auckland.

Witness Address

SIGNED by
ISOBEL HUTCHINS

as Trustee in the presence of:

)
)
) I Hutchins

Witness Signature

H G Powell

Witness Name

Solutor

Witness Occupation

Auckland

Witness Address

SIGNED by
TIPENE NAERA

as Trustee in the presence of:

)
)
) Tipene Naera

Witness Signature

H G Powell

Witness Name

Solutor

Witness Occupation

Auckland

Witness Address

SIGNED by

ALEX NATHAN

as Trustee in the presence of:

)

)

)

Alex Nathan

Witness Signature

L G Paul

Witness Name

Scholar

Witness Occupation

Amherst.

Witness Address

SIGNED by

WILLIAM NGAKURU

as Trustee in the presence of:

)

)

)

William Ngakuru

Witness Signature

L G Paul

Witness Name

Scholar

Witness Occupation

Amherst.

Witness Address

SIGNED by
THALEA POMPEY
as Trustee in the presence of:

)
)
) Pompey

Witness Signature

L G Powell

Witness Name

Solutor

Witness Occupation

Auckland

Witness Address

SIGNED by
MARAMA REWA
as Trustee in the presence of:

)
)
) Marama

Witness Signature

L G Powell

Witness Name

Solutor

Witness Occupation

Auckland

Witness Address

SIGNED by
TAOHO TANE
as Trustee in the presence of:

)
)
)

Witness Signature

H G Powell

Witness Name

Solicitor

Witness Occupation

Auckland.

Witness Address

SIGNED by

ORIANA TE RORE

as Trustee in the presence of:

[Handwritten signature]

)
)
)

Witness Signature

A. G Ruakere

Witness Name

Solicitor

Witness Occupation

Auckland

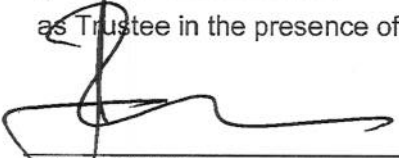
Witness Address

SIGNED by

RANGIORA TIMUTIMU

as Trustee in the presence of:

)
)
) R. Timutimu



Witness Signature

Witness Name

Anthony Grant Ruakere
Solicitor
Auckland

Witness Occupation

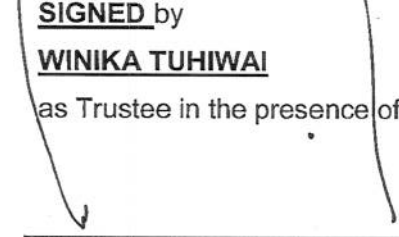
Witness Address

SIGNED by

WINIKA TUHIWAI

as Trustee in the presence of:

)
)
) W. Teuhira



Witness Signature

Witness Name

Solutor

Witness Occupation

Auckland

Witness Address

