Deed of Amendment of Te Pātaka a Ngāti Koata Trust Deed

Fletcher Vautier Moore

Lawyers

Nelson

THIS DEED dated the 10th day of February 2018

BETWEEN

RAHUI REID KATENE, JOANIE AROHA WILSON, HORI TURI ELKINGTON, THOMAS MARK SPEERS, TAHUA STUART SOLOMON, & FRANK TAIMONA HIPPOLITE as Trustees of Te Pātaka a Ngāti Koata Trust (**Trustees**).

INTRODUCTION

A. The Trustees are the current trustees of Te Pātaka a Ngāti Koata Trust (**the Trust**) established by Deed dated 30 November 2012 (the **Deed**).

B. The Trust is the post-settlement Government entity for Ngāti Koata.

C. Clause 14 of the Deed provides that the Trustees have the power to amend, revoke or add to the provisions of the Deed provided, inter alia, the amendment is promoted by a special resolution put and passed at a General Meeting and it is proposed by an Adult Registered Member.

D. The Trustees wish to amend the Deed. The proposed amendment was put to a General Meeting in accordance with clause 14.1(a) of the Deed and passed at that General Meeting. A copy of the election results are **attached** at Appendix 1.

IT IS AGREED:

1. INTERPRETATION AND DEFINITIONS

In this amending Deed unless the context indicates otherwise:

1.1 Definitions:

"Amending Deed" means this Deed including its recitals;

"Consolidating Deed" means this Deed incorporating the amendments made by Resolution at the 23 September 2017 Annual General Meeting as **attached** at Appendix 2;

"Deed" means the Deed of Trust for Te Pātaka A Ngāti Koata dated 30 November 2012; and

"Operative Date" means 23 September 2017.

1.2 Interpretation:

Unless the context otherwise requires, the Definitions set out in the Deed apply to the Amending Deed.

2. AMENDMENTS TO THE TRUST DEED

2.1 The Trustees record that, with effect from the Operative Date, the Deed is amended as follows:

INTERPRETATION	
1.1 Definitions- Replacement of existing clause:	**Ancestor of Ngāti Koata** means: a. Koata; and b. any individual who exercised customary rights predominantly in the Ngāti Koata area of interest at any time after 6 February 1840 by virtue of being descended from Koata, including the descendants of Koata who are identified on the Tūpuna List.
1.1 Definitions- Addition of clause:	**Tūpuna List** is a list of Ngāti Koata tūpuna based on Native/Māori Land Court and other records and confirmed by the Trustees.
1.1 Definitions- Addition of clause:	**Returning Officer** means any professional person or corporate entity that is appointed by the Trust to independently verify the results of: a. an election held pursuant to Schedule 1 of this Deed; and b. any other vote of the Adult Members.

APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST	
Clause 4.17 replaced with the following clause:	A Trustee may not hold the position of General Manager/Chief Executive of the Trust nor may a Trustee be an employee of the Trust or of any Corporate Entity, except where a Trustee is appointed by the Trust Board as a Director on a Corporate Entity as provided by clauses 12.2 and 12.4 of the Koata Ltd constitution.
Clause 4.52 replaced with the following clause:	A disclosure of an interest by a Trustee shall be recorded in the Minute Book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the Minute Book and must disclose in writing to the other Trustees, the name of any iwi of which he or she is a registered member, the details of any governance or operational appointments on bodies outside of the Te Pātaka a Ngāti Koata Trust, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware that could potentially represent a conflict of interest.

SCHEDULE 1	
Addition of new clause (c) to clause 7:	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 Returning Officer no later than 3 days after the closing date New Zealand Standard time, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

SCHEDULE 1, PART B	
Addition of new clause 16	The Trustees shall appoint a person or election services provider to act as the Returning Officer for the purpose of elections held under this Schedule, provided

	however that the Returning Officer shall not be a Trustee, a nominee, an employee of the Trust, or a Member. The Returning Officer shall be responsible for receiving and counting all votes cast in an election held under this Schedule. The Trustees may appoint up to two (2) Returning Officer Assistants to assist the Returning Officer with his or her task.
Addition of new clauses 17, 18 and 19	**Counting of votes** On completion of the voting in an election, the Returning Officer shall: a. reject as informal: i. any vote for which there is reasonable cause to believe that the Voting Paper was not prepared by the Trust for the purposes of the election; and ii. any vote that does not clearly indicate the nominee for which the voter intended to vote; provided that no vote shall be rejected as informal by reason of some informality in the manner in which it was dealt with by the voter if the vote is otherwise regular and if the intention of the voter is clearly indicated; b. then: i. count the number of votes cast in an election received for each nominee; and ii. count the number of votes rejected as informal; c. determine the number of highest polling nominees required to fill all vacancies in the office of Trustee and declare those highest polling nominees as duly elected Trustees; and d. determine the two next highest polling nominees and declare them as duly elected Alternates in order of votes; and e. where there is an equality of votes in an election such that the number of highest polling nominees required to fill all vacancies in the office of Trustee cannot be determined, and where the nominees so tied cannot agree amongst themselves who shall be elected as Trustee, the Chairperson or Deputy Chairperson or other officeholder of the Trust, who is not one of the nominees, shall draw lots to determine who is to be elected as Trustee. **Election Results to be Notified** a. within 5 Working Days of the closing date for voting, the Returning Officer shall provide the Trustees with a report of the final results of the election, including the number of votes received for each nominee and the number of votes rejected as informal. b. within 10 Working Days of the Trustees receiving the report from the Returning Officer, the Trustees shall notify Members of the results of an election through the website maintained from time to time by the Trustees declaring the names of the nominees who sought election, ranking of candidates by the number of votes received, and distinguishing the elected Trustees and Alternates.

Addition of new clause 20	**Counting of votes (other than elections)** On completion of the voting on each resolution at a General Meeting, the Returning Officer shall: a. reject as informal: i. any vote for which there is reasonable cause to believe that it was not prepared by the Trust for the purposes of the General Meeting; and ii. any vote that does not clearly indicate the option for which the voter intended to vote, provided that no vote shall be rejected as informal by reason of some informality in the manner in which it was dealt with by the voter if the vote is otherwise regular and if the intention of the voter is clearly indicated; b. then; i. count the number of votes casts in favour of a resolution; and ii. count the number of votes cast against a resolution; and iii. count the number of votes rejected as informal c. determine whether the resolution has been passed or not; and d. notify the Members present at the General Meeting of the outcomes of the vote on the resolution.

GENERAL	
Throughout Trust Deed	Remove "Te" from "Te Koata" wherever it appears in the Deed.
Throughout Trust Deed	Insert macrons in "Ngāti" and "Māori" wherever they appear in the Deed.
Throughout Trust Deed	Remove the "ō" macron from 'Koata' wherever it appears in the Deed.

2.2 The Consolidated Deed, setting out the Deed and the amendments made to it by this Amending Deed, is **attached** to this Amending Deed as Appendix 2.

Executed as a Deed.

SIGNED by **RAHUI REID KATENE** as Trustee in the presence of:

Witness to signature:

Signature of witness

HEMI DIXON DIA

Name of witness

CHIEF EXECUTIVE

Occupation

QUEENSTOWN

City/town of residence

SIGNED by **JOANIE AROHA WILSON** as
Trustee in the presence of:

Witness to signature:

Signature of witness

HEMI DION TOIA

Name of witness

CHIEF EXECUTIVE

Occupation

BLENHEIM

City/town of residence

SIGNED by **HORI TURI ELKINGTON** as
Trustee in the presence of:

Witness to signature:

Signature of witness

HEMI DION TOIA

Name of witness

CHIEF EXECUTIVE

Occupation

BLENHEIM

City/town of residence

SIGNED by **THOMAS MARK SPEERS** as Trustee in the presence of:

Witness to signature:

Signature of witness

HEMI DION TOIA

Name of witness

CHIEF EXECUTIVE

Occupation

BLENHEIM

City/town of residence

SIGNED by **TAHUA STUART SOLOMON** as Trustee in the presence of:

Witness to signature:

Signature of witness

HEMI DION TOIA

Name of witness

CHIEF EXECUTIVE

Occupation

BLENHEIM

City/town of residence

LLK

SIGNED by **FRANK TAIMONA HIPPOLITE** as Trustee in the presence of:

Witness to signature:

Signature of witness

Hemi Dian Toia

Name of witness

Chief Executive

Occupation

Blenheim

City/town of residence

Appendix 1

Ngāti Koata Trust

Ngāti Koata & Te Pātaka a Ngāti Koata Trusts

2017 TRUSTEE ELECTION & RATIFICATION OF PROPOSED TRUST DEED CHANGES

DECLARATION OF RESULTS

I declare the results of the 2017 Trustee election and the ratification of proposed trust deed changes, voting for which closed at midday on Saturday 23 September 2017 as:

TRUSTEE ELECTION

Candidates (2 vacancies)	**Votes Received**
HIPPOLITE, Frank	294
SPEERS, Tom	204
MCGREGOR, Melanie	171
PEMBERTON, Hayley	151
MORGAN, H Raima	141
INFORMAL	5
BLANK VOTING PAPERS	1

Frank HIPPOLITE and **TOM SPEERS** are therefore declared elected as Trustees for the Ngāti Koata & Te Pātaka a Ngāti Koata Trusts.

As the highest polling unsuccessful candidate, **Melanie MCGREGOR** is confirmed as the Alternate Trustee.

PROPOSED TRUST DEED CHANGES (Special resolutions)

Resolution 1

I agree to the proposed Trust Deed changes covering the Tūpuna list

	Votes Received	**Percentages (%)**
Yes/Āe	417	(78.24)
No/Kao	75	(14.07)
INFORMAL	0	(0.00)
BLANK VOTING PAPERS	41	(7.69)

84.76% of valid votes cast on Resolution 1 voted **YES/ĀE**.

Section 7.8 (b) of the Ngāti Koata Trust deed requires resolutions for ratification or change to the trust deed to be approved by not less than 75% of the adult members who are entitled to vote and actually cast a vote on the resolution. As more than 75% of registered adult members who voted on Resolution 1 voted Yes/Āe, I **declare Resolution 1 is carried.**

7.9.17

Resolution 2

I agree to the proposed Trust Deed changes separating Governance and Management

	Votes Received	Percentages (%)
Yes/Āe	419	(78.61)
No/Kao	77	(14.45)
INFORMAL	1	(0.19)
BLANK VOTING PAPERS	36	(6.75)

84.48% of valid votes cast on Resolution 2 voted **YES/ĀE**.

Section 7.8 (b) of the Ngāti Koata Trust deed requires resolutions for ratification or change to the trust deed to be approved by not less than 75% of the adult members who are entitled to vote and actually cast a vote on the resolution. As more than 75% of registered adult members who voted on Resolution 2 voted Yes/Āe, I **declare Resolution 2 is carried.**

Resolution 4

I agree to the proposed Trust Deed changes requiring declaration of all Trustee Interests

	Votes Received	Percentages (%)
Yes/Āe	440	(82.55)
No/Kao	61	(11.45)
INFORMAL	0	(0.00)
BLANK VOTING PAPERS	32	(6.00)

87.82% of valid votes cast on Resolution 4 voted **YES/ĀE**.

Section 7.8 (b) of the Ngāti Koata Trust deed requires resolutions for ratification or change to the trust deed to be approved by not less than 75% of the adult members who are entitled to vote and actually cast a vote on the resolution. As more than 75% of registered adult members who voted on Resolution 4 voted Yes/Āe, I **declare Resolution 4 is carried.**

Resolution 5

I agree to the proposed Trust Deed changes covering Administrative Changes

	Votes Received	Percentages (%)
Yes/Āe	418	(78.42)
No/Kao	73	(13.70)
INFORMAL	0	(0.00)
BLANK VOTING PAPERS	42	(7.88)

85.13% of valid votes cast on Resolution 5 voted **YES/ĀE**.

Section 7.8 (b) of the Ngāti Koata Trust deed requires resolutions for ratification or change to the trust deed to be approved by not less than 75% of the adult members who are entitled to vote and actually cast a vote on the resolution. As more than 75% of registered adult members who voted on Resolution 5 voted Yes/Āe, I **declare Resolution 5 is carried.**

The voter return percentage was 29.46%, being 533 votes received from 1,809 eligible electors of which 67.73% voted via the internet and 32.27% voted by post or at the AGM.

Dated at Christchurch this 23rd day of September 2017.

Anthony Morton
Returning Officer – Ngāti Koata Trust
0800 666 047
iro@electionz.com

electionz.com
voting made easy

Appendix 2

TRUST DEED establishing

TE PĀTAKA A NGĀTI KOATA

SETTLORS

Nohorua Akuhata Kotua, Ruruku Hippolite, Trihapeti Roberta Campbell, Shirley Lois Naomi MacDonald, Ross Hona Kawharu, Tama Hoera Ruruku, Wahanui Elkington, Ruru Rene, Karewa William Arthur, Ratapu Nelson Leigh Solomon, Terewai Grace, Pirihira Paul, Puhanga Tupaea, Aratangata Kotua

TRUSTEES

Rahui Katene, Celia Hawea, Tama Ruruku, Jeanette Grace, Roma Hippolite, Tahua Solomon, Ngawai Webber

RRK 4/5/96

CONTENTS

1 INTERPRETATION 1

DEFINITIONS 1
INTERPRETATION OF SCHEDULES 6
STATUTES 6
GENERAL REFERENCES 7
HEADINGS 7

2 ESTABLISHMENT OF TRUST 7

ACKNOWLEDGEMENT OF TRUST 7

3 KAUPAPA/PURPOSES 7

PRINCIPLES 7
OTHER PURPOSES 8
STRATEGIC GOVERNANCE 8

4 APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST 9

NUMBER OF TRUSTEES 9
TIME OF ELECTIONS 9
TERM 9
CESSATION OF OFFICE OF TRUSTEE 10
POWERS OF TRUSTEES 11
MANAGEMENT OF THE TRUST - GENERAL 12
CODE OF CONDUCT 13
MEETINGS OF TRUSTEES 13
CHAIRPERSON, DEPUTY CHAIRPERSON AND SECRETARY 15
DELEGATION OF POWERS 15
ACCOUNTS AND AUDIT 16
RELIANCE ON ADVICE 16
DISCLOSURE OF INTEREST 16
DEFINITION OF INTERESTED TRUSTEE 17
INTERESTS IN COMMON WITH IWI/HAPŪ/WHĀNAU 17
RECORDING OF INTEREST 17
NO PRIVATE PECUNIARY PROFIT 17
APPOINTMENT AND REMOVAL OF CUSTODIAN TRUSTEE 18

5 KAUMĀTUA COUNCIL 18

6 REGISTER OF MEMBERS OF NGĀTI KOATA 19

MEMBERS' REGISTER OF NGĀTI KOATA 19
REGISTRATION AS A MEMBER OF NGĀTI KOATA 20
TRUSTEES MAY DECLINE TO REGISTER, OR REMOVE A PERSON FROM THE MEMBERS' REGISTER 21
PROCESS WHEN REGISTRATION DECLINED OR REMOVED 21
DE-REGISTRATION BY MEMBER OF NGĀTI KOATA 22
NOTICE NOT NECESSARY 22
GENERAL 22
REGISTRAR 22

7 VOTING PROCEDURE 22

8 GENERAL MEETINGS AND REPORTING 22

REPORTING RESPONSIBILITIES 22
TRUST TO HOLD AN ANNUAL GENERAL MEETING 23
ANNUAL GENERAL MEETING 24
SPECIAL GENERAL MEETING 24
QUORUM 25

ADJOURNED MEETING 25
CHAIRPERSON 25
RESOLUTION 25
MINUTES 25
INFORMATION MUST BE MADE AVAILABLE IN WRITING 26
NO DEROGATION FROM PURPOSES 26
UNRULY MEETING 26

9 CORPORATE ENTITIES AND OTHER ENTITIES 26

TRUST MAY ESTABLISH ENTITIES 26
APPOINTMENT OF DIRECTORS 27
REQUIREMENTS OF CONSTITUTION 28

10 NOTICE TO MEMBERS OF NGĀTI KOATA 28

11 DISPUTES RESOLUTION PROCEDURE 29

DISPUTES RELATING TO MATTERS ARISING 29
REGISTRATION DISPUTES 30
PROCEEDINGS OF THE MEMBERSHIP COMMITTEE 30
DETERMINATION 31

12 MAJOR TRANSACTIONS 31

CONTENT OF NOTICE TO MEMBERS OF NGĀTI KOATA FOR MAJOR TRANSACTION 31

13 WINDING UP OF TRUST 31

14 ALTERATION OF TERMS OF DEED 32

CHANGES TO THE DEED 32
PROPOSALS TO ALTER TERMS 32
NOTIFICATION TO MEMBERS OF NGĀTI KOATA 32

15 RESETTLEMENT 32

POWER TO RESETTLE 32
PERPETUITIES 33
SCHEDULE 1 41
ELECTION OF TRUSTEES 41
EARLY TERMINATION OF OFFICE BY TRUSTEE 41
ELIGIBLE VOTERS 41
NOMINATIONS FOR TRUSTEE 42
TIME FOR NOMINATIONS 42
PART B: ALL VOTES 43
PROCEDURE 43
VALID VOTES 43
SECRET BALLOTS 44
TRUSTEES TO COMPLY WITH PROCEDURE 44
SCHEDULE 2 47
APPOINTMENT OF REVIEWER 47
TERMS OF REFERENCE AND SCOPE OF THE REVIEW 47
REVIEW REPORT 48
CONSIDERATION OF REVIEW REPORT 48
INFORMATION REQUIRED 48

DEED dated 2012

SETTLORS: [Kaumātua]

TRUSTEES:

Rahui Katene, Celia Hawea, Tama Ruruku, Jeanette Grace, Roma Hippolite, Tahua Solomon, Ngawai Webber.

Recitals

A. The Settlors are members of Ngāti Koata and have given ten dollars to the Trustees to be held on the trusts constituted by this Deed.

B. Ngāti Koata has negotiated a comprehensive settlement with the Crown as part of Tainui Taranaki ki te Tonga and has entered into a Deed of Settlement with the Crown for the settlement of the historical Treaty of Waitangi claims of Ngāti Koata ("Ngāti Koata DOS").

C. Ngāti Koata wishes to establish a trust ("Trust") as a post-settlement governance entity for Ngāti Koata by this Deed.

D. The terms of this Deed were approved by a hui of Ngāti Koata held on [ ] at Whakatū Marae.

E. The Trust will act as a post-settlement governance entity for Ngāti Koata and the Trust acting through the Trustees will hold Property jointly upon the trusts and with the duties, powers and discretions set out in this Deed.

INTRODUCTION

This Deed sets out the functions and purposes, and provides for the control, governance and operation of the Trust.

TRUST TERMS

1 INTERPRETATION

Definitions

1.1 In this Deed unless the context otherwise requires:

Adult Member means a Member of Ngāti Koata who is 18 years of age or over.

Adult Registered Members means Adult Members who are registered on the Members' Register.

Ancestor of Ngāti Koata means:

a. Koata; and

b. any individual who exercised customary rights predominantly in the Ngāti Koata area of interest at any time after 6 February 1840 by virtue of being descended from Koata, including the descendants of Koata who are identified on the Tūpuna List.

Confidential Information means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngāti Koata.

Corporate Entity means a company established and controlled by the Trust, in accordance with clause 9 of this Deed.

Custodian Trustee means a trustee that holds legal title to the Trust property upon the instruction of the Trustees.

Deed means this Deed and includes any amendments to this Deed made in accordance with this Deed.

Descended means that a person is descended from another person, or from a union of persons, by:

(a) birth; or

(b) legal adoption.

Directors mean directors or trustees as the case may be, of a Corporate Entity.

General Meeting means an annual general meeting or a special general meeting convened and conducted in accordance with clause 8 of this Deed.

Iwi means Ngāti Koata.

Kaumātua Council mean the Council appointed under clause 5 of this Deed.

Major Transaction means:

(a) The acquisition of, or an agreement to acquire, whether contingent or not, property by the Trust or a Corporate Entity the value of which is more than 20% of the value of the Trust Assets before the acquisition; or

(b) The disposition of, or an agreement to dispose of, whether contingent or not, property by the Trust or a Corporate Entity the value of which is more than 20% of the value of the Trust Assets before disposition; or

(c) A transaction that has or is likely to have the effect of the Trust or a Corporate Entity acquiring rights or interests or incurring obligations or liabilities, including contingent liabilities, the value of which is more than 20% of the value of the Trust Assets before the transaction,

7.5.5

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 Assets (whether the Trust Assets are held by the Trust or any Corporate Entity); or

(e) Any acquisition or disposition of property by the Trust or a Corporate Entity from or to any Corporate Entity; or

(f) Any transfer from the Crown arising from settlement of the historical Treaty of Waitangi claims of Ngāti Koata.

For the purposes of paragraphs (a) to (c) of this definition of the value of the Trust Assets shall be calculated based on the value of the assets of the Trust or a Corporate Entity and in assessing the value of any contingent liability:

(i) regard must be had to all circumstances that the Trustee knows, or ought to know, affect, or may affect, the value of the contingent liability;

(ii) reliance may be placed on estimates of the contingent liability that are reasonable in the circumstances; and

(iii) account may be taken of:

(aa) the likelihood of the contingency occurring; and

(bb) Any claim that the Trust or Corporate Entity is entitled to make and can reasonably expect to be met to reduce or extinguish the contingent liability.

Member of Ngāti Koata means every individual who is referred to in the definition of Ngāti Koata.

Membership Committee means the committee appointed under clause 5.5 of this Deed.

Members' Register means the register of Members of Ngāti Koata maintained by the Trust in accordance with clause 6 of this Deed.

Ngāti Koata means:

(a) the collective group composed of individuals who are Descended from Koata and an Ancestor of Ngāti Koata; and

(b) Includes those individuals; and

(c) Includes any whānau, hapū or group to the extent that it is composed of those individuals.

Ngāti Koata Trust means the trust established by Ngāti Koata, incorporated under the Charitable Trusts Act 1956 as the Ngāti Koata No Rangitoto Ki-Te-Tonga Trust on 2 November 1987 and renamed as Ngāti Koata Trust on 24 March 2006.

Ngāti Koata Trust Deed means the Trust Deed of the Ngāti Koata Trust dated 25 January 2006.

Notice means notice as provided in clause 10 of this Deed.

Private Notice means a notice that-

(a) Is published in a newspaper generally circulated in the relevant area or areas; and

(b) May also be published by panui or electronic media, including radio and television; and

(c) Is sent to every adult member on the register of iwi members, that gives-

(i) The date and time of the meeting and its venue; and

(ii) The agenda for the meeting; and

(iii) Where any relevant explanatory documents may be viewed or obtained; and

(iv) A copy of the Voting Paper for the vote to be taken at the meeting;

(v) The manner of voting to take place.

(vi) Advice as to the address to which, and the date by which, the completed Voting Paper must be returned; and

(vii) Any other information specified in this Deed.

Public Notice means a notice that-

(a) Is published in a newspaper generally circulating in the relevant area or areas; and

(b) May also be published by panui or electronic media, including radio and television; and

(c) Gives-

(i) The date and time of the meeting and its venue; and

(ii) The agenda for the meeting; and

(iii) Where any relevant explanatory documents may be viewed or obtained; and

(iv) The procedure for obtaining a voting form;

(v) The method of voting to take place; and

(vi) Any other information specified in this Deed.

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Registered Member means any member of Ngāti Koata who is entered in the Members' Register.

Registrar means the Registrar of the Trust, responsible for recording iwi membership and members of the Membership Committee for both Ngāti Koata Trust and for the purposes of this Deed.

Registration Dispute means a dispute between a non registered member or person removed as a Registered Member and the Trust in respect of their registration. A Registration Dispute shall be dealt with in accordance with clause 11.

Returning Officer means any professional person or corporate entity that is appointed by the Trust to independently verify the results of:

(a) an election held pursuant to Schedule 1 of this Deed; and

(b) any other vote of the Adult Members.

Secretary means any person appointed under clause 4.16 to perform general secretarial and administrative functions for the Trust.

Settlement Act means such Act or Acts of Parliament that may be passed to give effect to the Deed of Settlement.

Settlement Assets means Treaty of Waitangi settlement assets and all assets received from the Crown under the Deed of Settlement.

Special Resolution means a resolution passed by a majority of 75% of those present who are entitled to vote and who do vote at a Special General Meeting or Annual General Meeting.

Subsidiary means any Subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons (other than a Subsidiary as so defined) that is controlled by a Corporate Entity and includes a separate enterprise that is owned or controlled by the Trust established under this Deed.

Tikanga means the customary values and practices of Ngāti Koata.

Trust means this Trust established by Ngāti Koata to receive and administer Treaty of Waitangi settlement assets.

Trust Assets means the property or other assets held by the Trust established under this Deed.

Trust Entity means:

(a) Ngāti Koata Trust;

(b) Te Pātaka a Ngāti Koata Trust;

(c) Ngāti Koata Limited;

(d) A wholly owned or controlled Corporate Entity, trust or other entity established by Te Pātaka a Ngāti Koata Trust for the purpose of receiving, holding and managing any property transferred from the Crown directly or indirectly to the Trust on behalf of the iwi in settlement of claims of the iwi arising from actions of the Crown in breach of the Treaty of Waitangi/Te Tiriti o Waitangi;

(e) A wholly owned or controlled Corporate Entity, trust or other entity established by the Trust for any other purpose;

(f) And includes any Subsidiary of a Trust Entity that is wholly-owned or wholly controlled.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed whether or not received in the manner described in clause 3.5 of this Deed.

Trust Group means all Trust Entities for the purposes of this Deed including the Governance Review provided at clause 3.8 and Schedule 2.

Trustees mean the persons elected or appointed under clause 4 of this Deed.

Tūpuna List is a list of Ngāti Koata tūpuna based on Native/Māori Land Court and other records and confirmed by the Trustees.

Voting Paper means a voting paper (excluding any electronic voting paper) issued in accordance with Schedule 1 and which shall record the membership number of the voter, or in the case of a voter without a membership number, shall be attached to a duly completed registration application in accordance with clause 6 of this Deed.

Working Day means the period from 9am to 5pm on a day other than:

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, and Labour Day; or

(b) A day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or

(c) The day observed as the anniversary of the province of Marlborough and Nelson.

Interpretation of Schedules

1.2 In the interpretation of the schedule to the Deed, unless the context otherwise requires:

(a) Terms or expressions have the meanings given to them by the Deed; and

(b) A reference to a paragraph is a reference to a paragraph of the schedule.

Statutes

1.3 Reference to a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

ARK GE 4.5.5

General References

1.4 References in the Deed to:

(a) A person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);

(b) One gender includes the other genders;

(c) The singular includes the plural and vice versa;

(d) Clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and

(e) The Deed includes its Schedules.

Headings

1.5 Headings are for ease of reference only and must be ignored in interpreting the Deed.

2 ESTABLISHMENT OF TRUST

Acknowledgement of Trust

2.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed.

2.2 The Trust established by this Deed is to be known as the Te Pātaka a Ngāti Koata.

3 KAUPAPA/PURPOSES

3.1 The purposes for which the Trust is established are to receive, hold, manage and administer the Trust Fund on behalf of and for the benefit of the present and future Members of Ngāti Koata in accordance with this Deed.

Principles

3.2 Subject to clause 3.1, the Trust shall:

(a) Protect the rangatiratanga of Ngāti Koata.

(b) Protect preserve and sustainably manage taonga within the Ngāti Koata rohe.

(c) Identify and protect wāhi tapu areas of Ngāti Koata and areas of significance within the Ngāti Koata rohe.

(d) Promote and enhance Ngāti Koata commitment to the articles of the Treaty of Waitangi/Te Tiriti o Waitangi.

(e) Support the improvement of the social and economic welfare of Ngāti Koata, by promoting improved health, the pursuit of education, and long term employment.

(f) Support the cultural needs of Ngāti Koata.

3.3 Subject to clauses 3.1 and 3.2 the Trust shall undertake any commercial activity that benefits the Members of Ngāti Koata.

3.4 In the event of any conflict between clauses 3.1 and 3.2, the provisions of clause 3.1 shall prevail.

Other Purposes

3.5 Incidental to, and to give effect to the purposes in clause 3.1, the Trustees may:

(a) Directly receive and hold, on behalf of Ngāti Koata on the trusts set out in clause 3.1, settlement assets allocated and grants made to Ngāti Koata;

(b) If Ngāti Koata determine, directly receive and hold, on behalf of Ngāti Koata on the trusts set out in clause 3.1, any other Treaty of Waitangi settlement assets; and

Perform any other function as provided for or under any Treaty of Waitangi settlement legislation or any other enactment or otherwise (but not to adversely affect the Trust interests).

3.6 The Trust or any Corporate Entity must not enter into a Major Transaction unless the Major Transaction:

(a) Has been approved by Special Resolution at a General Meeting which has been properly notified under clause 10; or

(b) Is contingent upon approval by way of Special Resolution at a General Meeting and the Major Transaction is subsequently approved by Special Resolution at a General Meeting which has been properly notified under clause 10.

Strategic Governance

3.7 The Trust must exercise strategic governance over:

(a) All Corporate Entities and their subsidiaries with which it holds a direct or indirect controlling interest; and

(b) The process to examine and approve the Trust's and the Corporate Entities' annual plans and statements of corporate intent that set out:

(i) the key strategies for the use and development of all assets of Ngāti Koata;

(ii) the expected financial return on those assets;

but not in such a manner as shall result in the Trust or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993,

RKK 7/5-5

and nor shall this clause 3.7 or any other provision of this Deed prevent the Trust or any Subsidiary of the Trust from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1.

3.8 The Trust shall review governance structures, administration and management of Trust Assets and of the Trust Entity by way of an assessment report at five yearly intervals after the Settlement Date following the passing of the Settlement Act. The review is to contribute to the Governance Review in accordance with this Deed.

4 APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST

Number of Trustees

4.1 The Trust must have 7 Trustees, of which, 4 Trustees must be Adult Registered Members of Ngāti Koata. All Trustees must be 18 years of age or over and represent the interests of all Members of Ngāti Koata, irrespective of where those Members of Ngāti Koata reside.

4.2 All Trustees must be elected by Adult Members of Ngāti Koata in accordance with Schedule 1, except that the first Trustees shall be those persons who have signed this Deed as Trustees, and those first Trustees shall remain in office until their term expires and elections are held in accordance with this Deed.

4.3 For the avoidance of doubt, it is intended, subject to the provisions of the respective trust deed, that the Trustees of the Trust shall at all times be the same Trustees as those of the Ngāti Koata Trust.

4.4 Two (2) Adult Registered Members of Ngāti Koata (not having been elected Trustees) shall be elected Alternates in accordance with Schedule 1 of this Deed to represent the interest of all Members of Ngāti Koata should a Trustee for any reason be unable to perform their duties as Trustee.

Time of Elections

4.5 Where the number of Trustees who are of Ngāti Koata descent and Adult Registered Members falls below 4 or where the total number of Trustees falls below 5 (subject to clause 4.13), the Trustees must hold a General Meeting for the purpose of electing a new Trustee or Trustees before or upon the cessation of the term of office for that Trustee or Trustees, pursuant to the provisions in the Schedule 1 of this Deed.

4.6 In all other instances elections for the replacement of Trustees shall be in compliance with clauses 5 and 6 of Schedule 1 of this Deed.

Term

4.7 No person shall hold the office of Trustee for more than three years.

4.8 Subject to clause 4.9 retiring Trustees are eligible for re-election for one further term (totaling two terms consecutively) and upon completion of the second term shall be

required to stand down from election at the next General Meeting called for the purposes of holding elections, the Trustee shall be required to stand down for one calendar year, after which the retired trustee shall be entitled to stand for election in accordance with the provisions of this Deed.

4.9 In extraordinary circumstances where the Trustees believe that a Trustee is needed to complete a further third term the Trustees may put that Trustee forward as a nominee for re-election. The basis or bases for that person's nomination must however be set out in writing with the nomination and must be approved by special resolution of the Trustees. However, even in extraordinary circumstances, no Trustee can be nominated for more than a third consecutive term. That Trustee shall be required to stand down for one calendar year, after which the retired Trustee shall be entitled to stand for election in accordance with the provisions of this Deed.

Cessation of Office of Trustee

4.10 Any person shall cease to be a Trustee if he or she:

(a) Shall have been in office for more than three years since his or her election; or

(b) Resigns as a Trustee by giving notice in writing to the Trust; or

(c) Fails or neglects to attend three consecutive meetings of the Trustees without leave or absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or

(d) Becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or

(e) Is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or

(f) Is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993; or

(g) Dies.

4.11 The Trustee concerned shall cease to hold office:

(a) In a case where sub-paragraph 4.10(a) applies, from the end of the day three years after the date on which that Trustee was last elected to office;

(b) In a case where sub-paragraph 4.10(b) applies from the date the notice of retirement shall have been delivered to the Trust;

(c) In the case where sub-paragraph 4.10(c) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and

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(d) In cases where sub-paragraphs 4.10(d) to 4.10(g) apply, from the date on which the Trust was notified in writing of the relevant fact together which such evidence as the Trustees may reasonably require. Subject to clause 4.13 should a vacancy reduce the number of Trustees below half the number specified in clause 4.1 the vacancy shall be filled as soon as practicable by election in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under subparagraph (a)) shall continue to act until that vacancy has been filled.

4.12 For the avoidance of doubt, it is intended, subject to the provisions of the respective trust deed, that a Trustee who ceases to hold office as a Trustee of either the Ngāti Koata Trust or the Te Pātaka a Ngāti Koata Trust will in effect cease to hold office upon both entities and cessation will be effective at the same time for both entities.

4.13 In the event that a Trustee's position is vacated in manners described at sub-paragraphs 4.10(b-g), Trustees may appoint an Alternate (elected in accordance with clause 4.4) to the office of Trustee, provided that the composition of Trustees complies with clause 4.1. However, where such an appointment would offend clause 4.1 an Alternate may not be elected and the vacancy shall be filled as soon as practical by election in accordance with the terms of this Deed.

Powers of Trustees

4.14 To achieve the purposes of the Trust:

(a) The Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;

(b) Accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;

(c) Except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;

(d) If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause 4.14;

(e) The Trustees may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;

(f) If any income of any financial year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year the Trustees must accumulate that income, and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and

(g) The Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1.

Management of the Trust - General

4.15 The Trustees shall have the absolute management and entire control of the Trust Fund.

4.16 The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of Chief Executive or General Manager of the Trust.

4.17 A Trustee may not hold the position of General Manager/Chief Executive of the Trust nor may a Trustee be an employee of the Trust or of any Corporate Entity, except where a Trustee is appointed by the Trust Board as a Director on a Corporate Entity as provided by clauses 12.2 and 12.4 of the Koata Ltd constitution.

4.18 A Trustee or an employee of the Trust may not receive remuneration for services provided to the Trust whether through an incorporated or unincorporated entity or otherwise except in accordance with clauses 4.19 and 4.53.

4.19 For the avoidance of doubt:

(a) A Trustee may be remunerated in accordance with clause 4.53 for such expenses that they may incur as a Trustee and with such Trustee fees as have been approved by the Trustees and in accordance with this Deed.

(b) Payment of koha paid directly to a Trustee or employee or director or any incorporated or unincorporated entity in which a Trustee, employee or director has a direct or indirect interest shall not be considered to be a payment for services for the purposes of this Deed.

(c) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust as they see fit where that incorporated or unincorporated entity does not directly or indirectly procure, cause or permit or otherwise howsoever make a Trustee or employee available to carry out management, employee or director services. Voting shall be on a majority basis.

(d) A Trustee may be appointed to a Board of a Corporate Entity established by the Trust pursuant to clause 9.7.

4.20 The office of the Trust shall be at such location as the Trustees may notify. Notification shall be to the Members of Ngāti Koata and by such means as the Trustees determine and in any website, letterhead, formal written contract or printed publications of the Trust.

Code of Conduct

4.21 The Trustees shall within 8 months of the execution of this Deed develop a Code of Conduct which shall govern core matters for all Trust Entities, including:

(a) Conflicts of interest;

(b) Confidentiality;

(c) Payment by way of koha;

(d) Contracting for Services;

(e) Any other matters that the Trustees consider should be included within the Code of Conduct

4.22 Upon completion of the Code of Conduct the Trustees shall resolve to approve the Code of Conduct and shall present the Code of Conduct to Members of Ngāti Koata at a General Meeting for approval by a majority vote.

4.23 Any and all amendments to the Code of Conduct shall require approval of the Members of Ngāti Koata at a General Meeting. Any amendment shall not be in force until approved by a majority vote of Members of Ngāti Koata at a General Meeting.

Meetings of Trustees

4.24 The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than 4 times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations. The basis for the attendee's presence shall be confirmed by the Trustees at the commencement of the meeting and shall be noted in the minutes. For the avoidance of doubt, no attendee may replace or derogate from the duties of the incumbent Trustees.

4.25 Meetings of the Trustees shall be chaired by the Chairperson. In the absence of the Chairperson the Deputy Chairperson will chair the meetings. In the absence of both the Chairperson and Deputy Chairperson the Trustees present shall agree on a Trustee to chair the meeting. If there is no consensus, the meeting shall be adjourned.

4.26 Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present, or remotely present subject to clause 4.32, and voting on the matter. The procedure for voting shall require:

(a) One Trustee to motion a vote;

(b) A second Trustee to second that motion;

(c) Once a motion has been seconded, the Trustee's shall discuss the motion.

(d) The Chairperson shall then ask who is in favour of the motion, the Secretary shall then list the names of those that are in favour in the secretarial book as detailed at clause 4.33; and

(e) If a Trustee shall request, the Secretary shall then list those that are not in favour in the secretarial book as detailed at clause 4.33.

4.27 Trustee decision making shall be by way of a simple majority. In the event of an equality of votes the Chairperson shall not have a second or casting vote.

4.28 Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.

4.29 Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.

4.30 The quorum for a meeting of Trustees shall be a majority of the Trustees who, for the time being, have been elected or otherwise holding office under clause 4.1.

4.31 The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the number fixed by clause 4.5, the continuing Trustees may act only for the purposes of increasing the number of Trustees to that number or calling a General Meeting pursuant to clause 8.

4.32 The contemporaneous linking together of the Trustees by telephone or other electronic means of communication including via teleconference, shall constitute a remote meeting of the Trustees. The provisions of this clause 4.32 shall apply to remote meetings of the Trustees provided the following conditions are met:

(a) Each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;

(b) Each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;

(c) At the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;

(d) A Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;

(e) A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting; and

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(f) Any remote meetings of the Trustees shall constitute a meeting of the Trustees.

4.33 Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

Chairperson, Deputy Chairperson and Secretary

4.34 The Trustees shall elect one Trustee from amongst the Trustees that are Adult Registered Members to act as Chairperson from year to year.

4.35 The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide, In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

4.36 The Trustees shall appoint a non-voting Secretary who may be honorary, or may be a full-time or part-time employee of the Trust.

Delegation of Powers

4.37 The Trustees may delegate in writing to any committee of any Trustee, Trustees or employee who is the Chief Executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that:

(a) the Trustees may not delegate strategic governance; and

(b) in the case of any entity appointed pursuant to this Deed make available a Trustee to discharge a chief executive's duties, the delegation shall be personal to the person provided by that entity in that capacity.

4.38 Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.

4.39 The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.

4.40 Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.

4.41 In delegating the powers of the Trustees the Trustees must provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegatee to report to the Trustees on any action or decision taken as delegatee.

Accounts and Audit

4.42 The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide;

4.43 The Trustees shall cause true accounts for each financial year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees; and

4.44 Nothing in clauses 4.42 and 4.43 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

4.45 The Trustees, when exercising powers or performing duties as Trustees, may rely on reports, statements, 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;

(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;

(c) Committee of Trustees appointed and acting in accordance with clause 4.37.

4.46 Clause 4.45 applies only if the Trustees:

(a) Act in good faith;

(b) Make proper inquiries where the need for inquiry is indicated by the circumstances; and

(c) Have no knowledge that such reliance is unwarranted.

Disclosure of Interest

4.47 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of Interested Trustee

4.48 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 by the Trust or any subsidiary of the Trust;

(d) Is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or

(e) Is otherwise directly or indirectly interested in the matter, but

4.49 A Trustee will not be an interested Trustee simply for the reason of being a Trustee on both Trust entities.

4.50 In the event of a dispute as to whether a Trustee is an interested party, the matter shall be decided by the Chairperson. Where the alleged interested party is the Chairperson, the existence of an interest shall be determined by the deputy Chairperson.

Interests in Common with Iwi/Hapū/Whānau

4.51 Notwithstanding clauses 4.48 and 4.49, no Trustee will be interested in a matter where that Trustee is a member of a hapū/whānau of Ngāti Koata and where his or her interest is not different in kind from the interests of other members of that hapū/whānau of Ngāti Koata.

Recording of Interest

4.52 A disclosure of an interest by a Trustee shall be recorded in the Minute Book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the Minute Book and must disclose in writing to the other Trustees, the name of any iwi of which he or she is a registered member, the details of any governance or operational appointments on bodies outside of the Te Pātaka a Ngāti Koata Trust, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware that could potentially represent a conflict of interest.

No Private Pecuniary Profit

4.53 No private pecuniary profit may be made by any person from the Trust; however except that:

(a) Any Trustee may receive full reimbursement of all expenses properly incurred by that Trustee in the conduct of his or her duties as a Trustee;

(b) The Trustees must pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services provided as a Trustee, officer or employee.

4.54 Subject to clause 4.27, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

(a) A Trustee;

(b) A shareholder or director of any Corporate Entity or any subsidiary by which any business of the Trust is carried on;

(c) A settlor or a trustee of any trust that is a shareholder of any Corporate Entity or any subsidiary by which any business of the Trust is carried on;

(d) Any associated person (as defined in section OD 7 of the Income Tax Act 2007) of either a director, or any person referred to in paragraphs (a) to (c) above;

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received or derived by that person, and any payment made to any person in or following breach of this clause 4.54 shall be void.

4.55 The Trustees shall require that a clause to the same effect as clause 4.54 be included in the constitution of every Corporate Entity or any subsidiary of any of them.

Appointment and Removal of Custodian Trustee

4.56 The Trustees may at any time by deed appoint any appropriate corporation to be the Custodian Trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of this Deed or any further terms as the Trustees may decide, and for the avoidance of doubt the Custodian Trustee must when exercising its powers act in accordance with this Deed. The Trustees may at any time by deed revoke any such appointment or otherwise act pursuant to the provisions of section 50 of the Trustee Act 1956.

4.57 The Trustees shall inform the Adult Registered Members if a Custodian Trustee is appointed or removed.

5 KAUMĀTUA COUNCIL

5.1 Adult Registered Members who have attained the status of Kaumātua as of right and recognition by Ngāti Koata may from time to time form a Council to be referred to as the Kaumātua Council.

5.2 The Kaumātua Council may adopt such rules, (including determining membership) meeting procedures and processes as it may from time to time agree consistent with the tikanga of Ngāti Koata.

5.3 The Kaumātua Council may:

(e) Provide advice on matters of Ngāti Koata, Whakapapa, Reo, Tikanga), Wāhi Tapu, History and Boundaries;

(f) Provide advice on other matters as the Trustees may request from time to time;

(g) If requested provide their advice or recommendations to the Trustees in writing;

(h) Assist the Trustees in the development, promotion and advancement of programmes, learning centres and wānanga to pass on the knowledge, Whakapapa, Reo and Tikanga and Wairua of Ngāti Koata;

(i) Participate in the management and planning of the Trust, including the review of reports prior to presentation at a General Meeting; and

(j) Utilise such powers as may be provided under this Deed.

5.4 Any advice or recommendation that the Kaumātua Council provides to the Trustees or Registrar is not binding on the Trustees. However, where any decision by the Trustees is contrary to or inconsistent with the advice or recommendation of the Kaumātua Council, the reasons for the Trustees decision shall be recorded in the minutes of the relevant meeting and notified to the Kaumātua Council.

5.5 The Kaumātua Council shall appoint from among their members not less than three (3) Kaumātua to act as a Membership Committee for the purposes of this Deed. The Registrar shall also be a member of the Membership Committee by virtue of being the Registrar.

6 REGISTER OF MEMBERS OF NGĀTI KOATA

Members' Register of Ngāti Koata

6.1 The Trustees must:

(a) have, and maintain in a current state, a register of Members of Ngāti Koata:

(b) that includes the name, date of birth, and contact details of every Member of Ngāti Koata who applies for registration;

(c) that is available for inspection by Members of Ngāti Koata who can view their own registration details; and

(d) that is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and

(e) that allocates a member registration number to each Member of the Ngāti Koata entered in that register; and

(f) make ongoing efforts to register all Members of Ngāti Koata on the Members' Register.

6.2 The Trustees may enter in the Members' Register any existing member of Ngāti Koata whose details are already held by the Trustees where:

(a) Subject to consent pursuant to the Privacy Act 1993 registered Members of Ngāti Koata registered upon the Ngāti Koata Trust Members' Register has been deemed upon execution of this Deed to be Registered Members of the Trust;

(b) the particulars were acquired by the Trustees as a result of an application on a form not necessarily being the official Te Pātaka a Ngāti Koata Trust Registration form made by:

(c) Adult members, on their own behalf or by their legal guardian at the time of the application; and

(d) other members of Ngāti Koata , who were not Adult Members of the Iwi at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and

(e) other members of Ngāti Koata by an Adult Member on their behalf who, in the opinion of the Membership Committee, stood in the stead of a parent of that person at the time of the application.

6.3 An application to be entered in the Members' Register may be made by:

(a) Adult Members, on their own behalf or by their legal guardian; and

(b) other Members of Ngāti Koata, who are not Adult Members of the Iwi, by their parent or legal guardian on their behalf; and

(c) other Members of Ngāti Koata by an Adult Member on their behalf who, in the opinion of the Membership Committee, stands in the stead of a parent of that person;

(d) persons acting under enduring powers of attorney for a Member of Ngāti Koata on their behalf;and

(e) in each case that application must be completed on the official Te Pātaka a Ngāti Koata registration form Registration form.

6.4 Any Adult Member, at or at any time after the time of, application for registration as a Registered Member may request in writing that they wish to receive Private Notice of any General Meetings and/or Voting Papers relating to:

(a) the election of Trustees; or

(b) any amendment to this Deed.

Registration as a Member of Ngāti Koata

6.5 Subject to clauses 6.6 and 7.7, the Trustees must enter in the Members' Register any person:

(a) by or on behalf of whom an application has been made (either in accordance with clause 6.3 and lodged with the office of the Trust or on a Voting Paper

RRK 7.5.5

stating their name, date of birth and such details as are required by the Trustees to enable the Trustees to contact that person); and

(b) who in the reasonable opinion of the Trustees affiliates to Ngāti Koata through descent from an Ancestor of Ngāti Koata.

6.6 The Trustees:

(a) may require any person seeking registration as a Member of Ngāti Koata to provide evidence verifying his or her affiliation to Ngāti Koata through descent from an Ancestor of Ngāti Koata or of any other matter referred to in clause 6.5 before that person's registration is entered in the Members' Register together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration); and

(b) may require any person who is entered in the Members' Register to provide evidence verifying his or her affiliation to Ngāti Koata through descent from an Ancestor of Ngāti Koata and any other matter referred to in clause 6.5;

(c) may consult with the Membership Committee in relation to any application for registration, or continued registration as a Member of Ngāti Koata; and

(d) without limiting the foregoing, may request the Membership Committee to:

(i) determine who is an Ancestor of Ngāti Koata, or are Ancestors of Ngāti Koata.; and

(ii) determine the tikanga of Ngāti Koata by which whāngai may affiliate to Ngāti Koata.

Trustees May Decline to Register, or Remove a Person from the Members' Register

6.7 If the Trustees consider that any information about a person received under clause 6.5(a) or clause 6.6 is not accurate or complete, or that the existing information on the Members' Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the register, as the case may be.

Process when Registration Declined or Removed

6.8 Where an application for registration is declined, or any decision is made by the Trustees to remove any person from the register, the person concerned may dispute that decision of the Trustees, in which case it shall be treated as a Registration Dispute and clause 11 shall apply.

De-registration by Member of Ngāti Koata

6.9 To avoid doubt, a Registered Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the registered Trust office.

Notice Not Necessary

6.10 It shall not be necessary for the Trust to provide Private Notice to Members of Ngāti Koata where the trustees believe on reasonable grounds (and have evidence supporting that belief), that the Members' contact details are not current.

General

6.11 For the avoidance of doubt, subject to the provisions of the respective trust deed:

(a) The Membership Committee and Membership Register for the Ngāti Koata Trust shall be the same individuals for the Te Pātaka a Ngāti Koata Trust for the purposes of this Deed.

(b) The Registration Forms for the Ngāti Koata Trust and the Te Pātaka a Ngāti Koata Trust shall at all times be the same form.

Registrar

6.12 The Trustees shall appoint or employ a person to act as Registrar of the Members' Register. The Registrar shall be responsible for maintaining and managing the Members' Register and shall be a member of the Membership Committee.

7 VOTING PROCEDURE

7.1 The Trustees must determine the procedures which shall govern the conduct of all voting and elections provided for in this Deed. Those procedures must comply with the provisions of Schedule 1 of this Deed.

8 GENERAL MEETINGS AND REPORTING

Reporting Responsibilities

8.1 Without derogating from its duties under any enactment or at law, the Trust has the reporting responsibilities in relation to:

(a) Its own performance; and

(b) The performance of:

(i) Any company;

(ii) Any Corporate Entity;

(iii) Any joint venture or other entity that conducts business using the settlement assets or the Trust Fund;

(iv) Any Corporate Entity subject to the Trustees control;

in accordance with the provisions of this clause 8.

Trust to Hold an Annual General Meeting

8.2 Each year, the Trust must hold a General Meeting, called the Annual General Meeting, at which it provides an opportunity for the Members of Ngāti Koata to consider:

(a) Annual Report: the annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including:

(i) Information on the steps taken by the Trust to increase the number of Members of Ngāti Koata; and

(ii) A comparison of the Trust's performance against the objectives set out in the annual plan, including:

(aa) Changes in the value of the Trust's assets; and

(bb) Profit distribution; and

(iii) The annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for settlement cash assets; and

(iv) Any changes made to constitutional documents of the Trust or those of its Trust Entities or any Subsidiaries; and

(v) Any changes made to the Code of Conduct governing the Trust and its Trust Entities or any Subsidiaries; and

(vi) Any remuneration as permitted in accordance with this Deed, and as agreed by the Trustees as reasonable costs, including premiums of indemnity insurance the Trustees may incur.

(b) Annual Plan: an annual plan for the next financial year that must include:

(i) The objectives of the annual plan; and

(ii) Any changes in those policies from the policies for the previous year; and

(c) Corporate Entity Annual Report: in relation to every Corporate Entity of the Trust or any Subsidiary of a Corporate Entity that receives settlement assets, and in relation to any enterprise established by the Trust or be involved in any joint venture for those purposes, an annual report on:

(i) The performance of that enterprise; and

(ii) The investment of money of that enterprise; and

(iii) The annual plan of that enterprise, including:

(aa) The key strategies for the use and development of Ngāti Koata assets;

(bb) The expected financial return on those assets;

(d) Any proposal to change the constitutional documents of any Corporate Entity or any of their Subsidiaries; and

(e) Five Year Plan which shall set out:

(i) The objectives of the Trust over a 5 year term;

(ii) Any long strategies for the utilisation of Trust assets;

(iii) Such other matters as the Trustees may from time to time determine.

The Trustees must ensure the five year plan is reviewed before each General Meeting.

Annual General Meeting

8.3 Annual General Meetings must be no more than 18 months apart. Notice of a General Meeting must be made in accordance with clause 10.

Special General Meeting

8.4 A General Meeting, called a Special General Meeting, may be convened as determined by the Trustees and must be convened by the Trustees on the written request of:

(i) Not less than 10 members of the Kaumātua Council; or

(ii) Not less than 20 Adult Registered Members of Ngāti Koata,

as the case may be and;

(iii) The request must state the objects for which the Special Meeting is required and be signed (including counterparts) by those requesting the Special Meeting; and

(iv) Notice must be given by the Trustees in accordance with the provisions of clause 10; but

(v) Failure to give a private notice to a Member does not invalidate proceedings at the meeting; and

(vi) Any deficiency or irregularity in a notice will not invalidate any business carried out at the meeting provided that:

(aa) The deficiency or irregularity is not material; and

(bb) The members present at the meeting agree to waive the deficiency or irregularity.

Quorum

8.5 No business shall be transacted at a General Meeting unless a quorum is present. The quorum at a General Meeting is:

(i) 50% of the Trustees; and

(ii) 20 Adult Registered Members of Ngāti Koata.

Adjourned meeting

8.6 If a quorum is not present within one hour of the time appointed for the start of a General Meeting the meeting is to stand adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Trustees otherwise determine.

Chairperson

8.7 The Chairperson or, failing him or her, the deputy-Chairperson, will preside over and have control of every General Meeting. If there is no Chairperson or deputy-Chairperson present at the time appointed for holding a General Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose any of their number to substitute as Chairperson for that meeting.

Resolution

8.8 A resolution shall be passed at a General Meeting, as follows:

(i) Except in the case of resolutions described in clauses 8.8(ii)(aa) to (cc), by more than 50% of the Adult Members of Ngāti Koata who are entitled to vote and actually cast a vote in accordance with the voting procedures established in accordance with clause 7.1;

(ii) In the case of a resolution for:

(aa) A Major Transaction; or

(bb) Ratification of, or changes to this Deed; or

(cc) Winding up of this Trust;

by not less than 75% of the Members of Ngāti Koata who are entitled to vote and actually cast a vote in accordance with the voting procedures established in accordance with clause 7.1, but no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with this Deed.

Minutes

8.9 Minutes of the proceedings of all meetings within clause 8 shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which point the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded.

Information Must be Made Available in Writing

8.10 Information referred to in clause 8.1 must be made available on request in writing by any Member of Ngāti Koata, including:

(a) Amendments;

(b) Constitutions of Corporate Entities;

(c) Annual reports for the preceding 3 years;

(d) Consolidated financial statements;

(e) The annual plan;

(f) The 5 year plan (if one is prepared); and

(g) The Trustees' minute book; and a Member's own personal details on the Register;

unless it is subject to confidentiality whilst the Trust is in committee.

8.11 Any Adult Registered Member of Ngāti Koata may request in writing a copy of the Deed or the minutes as set out at clause 8.9 (subject to clause 8.10), and a copy will be provided subject to such reasonable charges as the trustees require.

No Derogation from Purposes

8.12 Clause 8 shall not derogate from the provisions of clause 3.

Unruly Meeting

8.13 The Chairperson may if they feel that the Trustees in attendance have lost control of an Annual General Meeting or Special Meeting, call a "Snap Vote" by which the Trustees in attendance shall vote by show of hands whether the meeting shall be adjourned.

8.14 If a majority agreement is reached by Snap Vote that the meeting shall be adjourned, then the Chairperson may adjourn the meeting prior to all of the agenda items being discussed. If a Chairperson adjourns a meeting it shall remain adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Trustees otherwise determine.

9 CORPORATE ENTITIES AND OTHER ENTITIES

Trust May Establish Entities

9.1 The Trust may establish one or more Corporate Entity, trust or other entity to hold and/or manage all or part of the Trust Fund, provide services to and benefit Members of Ngāti Koata or perform any other function that Trustees may determine.

9.2 Any Corporate Entity, trust or other entity established by the Trust which holds or manages Settlement Assets:

RRK

(a) Must be and remain wholly owned by the Trust;

(b) Must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;

(c) Must provide dividends solely to the Trust;

(d) Must not enter into any Major Transaction unless the Trust has complied with its obligations under this Deed including without limitation clause 12.

9.3 For the avoidance of doubt, and except as expressly provided by this Deed, each Trust Entity shall be governed by its respective Board and the role of the Trust in respect of each Trust Entity shall be limited to the exercise of the rights conferred on the Trust as shareholder or (as applicable) appointer and as beneficiary of the Trust Entity.

9.4 Any Corporate Entity:

(a) May establish one or more Subsidiaries which it shall ensure complies with the obligations imposed in clause 9.2;

(b) May transfer to that Subsidiary some or all of the settlement assets held by the Corporate Entity;

(c) Any Subsidiary established under the preceding clause which holds settlement assets:

(i) Must be and remain wholly owned by the Corporate Entity that established it;

(ii) Must if it receives and holds, on behalf of the Corporate Entity, any settlement assets transferred by this Trust:

(aa) Provide dividends solely (but indirectly) to the Trust;

(bb) In its functions of receiving and holding settlement assets be bound by all the requirements specified in relation to those matters in the Deed of Settlement; and

but the Corporate Entity and its Subsidiaries may undertake any other activity or hold any other assets in accordance with the Trust's wishes and in compliance with any statement of corporate intent agreed between them and the Trust.

Appointment of Directors

9.5 The criteria for eligibility and appointment of Directors of a Corporate Entity or Subsidiary must:

(a) comply with the provisions of the Companies Act 1993; and

(b) comply with the provisions of this Deed and or such resolutions relating to eligibility and appointment as may be resolved by the Trust and notified in writing to the Corporate Entity or Subsidiary.

9.6 The Trustees will appoint the Directors of:

(a) any Corporate Entity;

(b) any subsidiary of any Corporate Entity that holds any assets transferred by the Trust

by a majority decision of the Trustees.

9.7 The Trust may appoint one Trustee to be a Director on the Board of a Corporate Entity. Should a Trustee be appointed they shall:

(a) be required to act in the best interests of the Trust;

(b) be ineligible to be Chairperson of the Corporate Entity; and

(c) be deemed to have resigned as a Director upon notice that they are no longer a Trustee of the Trust.

9.8 For the avoidance of doubt a trustee shall be ineligible to be a Manager of any Corporate Entity.

Requirements of Constitution

9.9 The constitution of every Corporate Entity or Subsidiary shall require that entity to:

(a) Hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Trust, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust;

(b) Present an annual plan and statement of corporate intent to the Trust for approval by the Trust within a time and in a form to be prescribed by the Trustees;

(c) Report annually to the Trust;

(d) Have its accounts audited;

(e) Provide for the provisions relating to appointment of a Trustee as a Director provided in clause 9.7; and

(f) Include all other provisions required under this Deed.

10 NOTICE TO MEMBERS OF NGĀTI KOATA

10.1 Notice of a General Meeting shall be given not less than 15 Working Days prior.

10.2 Where elections are to be held at a General Meeting the following notice shall be given for nominations:

(a) Nominations are to be called not less than 40 Working Days prior to the General Meeting; and

(b) Valid nominations must be received at the office of the Trust no later than 25 Working Days before the General Meeting at which the election of trustees is to be held.

10.3 Where the Trustees are required to call a Special General Meeting in accordance with clause 8.4, subject to notice given in accordance with clause 10.1 the Special General Meeting shall be held not less than 60 Working Days after proper notice has been given to or by the Trustees to call the meeting.

10.4 Where a vote is to be held at General Meeting or Special General Meeting, then Notice provisions as set out at Schedule 1 B [12] shall also apply.

10.5 The detail and content of notices whether public or private shall be made in accordance with the relevant provisions of this Deed.

11 DISPUTES RESOLUTION PROCEDURE

Disputes Relating to Matters Arising

11.1 If any dispute shall arise between Adult Registered Members of Ngāti Koata and the Trust, other than a Registration Dispute the Parties shall then in good faith attempt to resolve the dispute informally. If the parties to the dispute are unable to resolve the dispute within 30 Working Days, they must, acting in good faith,

(a) Consult and endeavour to resolve the matter with the Kaumātua Council within 14 clear days. The Kaumātua Council may give recommendations to the parties; or

(b) If the parties are unable to resolve the dispute under paragraph (a) endeavour to agree on a process and timetable for resolving the dispute, including (but not limited to) all or any of the following:

(i) further negotiations:

(ii) mediation:

(iii) determination of the dispute by an independent expert; and

(c) before proceeding to take any other action, engage in the process agreed under paragraph (a).

11.2 A party may refer the dispute to an Arbitrator from the Arbitrators and Mediators Institute of New Zealand for determination if

(a) the parties cannot agree on a dispute resolution process under clause 11.1; or

(b) the timetable for the dispute resolution process is not being complied with; or

(c) if they believe that the correct process was not followed in regards to clauses 11.8-11.9; or

(d) the dispute resolution process does not resolve the dispute.

11.3 A specified decision referred to in clause 11.1 may be implemented by the decision maker before the expiry of the period of time, but only to the extent that its implementation does not deprive a party that disputes the decision of the benefit of, or any remedy available under, the dispute resolution process set out in this Part.

11.4 A decision may be fully enforced if no party has commenced the dispute resolution process within 30 Working Days after receiving notification of the decision.

11.5 If, within that 30- Working Days period, all parties notified of a decision under clause 11.1 advise the decision maker that they do not wish to invoke the dispute resolution process, that waiver is binding on the parties.

11.6 For the avoidance of doubt the Trust shall only be obligated to pay for the costs of their participation in a dispute under this clause 11, unless otherwise agreed by the parties or determined by the independent expert adjudicating a dispute.

11.7 The provisions of this clause shall not derogate from the rights or obligations of the Trust or any member of Ngāti Koata pursuant to the Trustee Act 1956 or any other Act or provision of law or equity.

Registration Disputes

11.8 If the Trustees shall make a decision under clause 6.7 to either not register a person or to remove a person from the register, they must:

(a) Refer the matter to the Membership Committee, appointed by the Trustees under clause 5.5 of this Deed and comprising three Ngāti Koata Kaumātua whom the Trustees consider are mature persons or elders knowledgeable in Ngāti Koata whakapapa and recognised as such by Members of Ngāti Koata

(b) Consider the recommendation of the Membership Committee and any determination of the Membership Committee made pursuant to a request under clause 6.6(d);

(c) Notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision; and

(d) If following that decision the person believes that the correct process was not followed in respect to clauses 11.8-11.9, that person may initiate the disputes process set out at clause 11.2. However, any decision made by the Arbitrator may only be made in respect to whether the correct procedure was followed as at 11.8-11.9 and as such may only order that those procedures be retried. The Aribitrator may not order that a person be registered or reregistered.

Proceedings of the Membership Committee

11.9 When making a recommendation to the Trustees in relation to clause 11.8, they must apply the provisions and requirements of the Ngāti Koata Trust Deed relating to registration of Members of Ngāti Koata. They shall provide the person concerned, and any representative that person appoints with the opportunity to attend a meeting of the Membership Committee and present their account to which new information may also be presented as to why they should be registered or remain, on the Members' Register, as

7.5.3

the case may be. They shall have the discretion to take into account the Member's own knowledge and other such matters (including the tikanga of Ngāti Koata) as the Membership Committee considers will assist it in making a determination. They must also inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.

Determination

11.10 Once a determination is made by the Trustees, if the person concerned disputes that determination, that person may exercise their rights under this Deed at clause 11.8 (d) and at law.

12 MAJOR TRANSACTIONS

12.1 The Trust must not enter into a Major Transaction unless that Major Transaction:

(a) Has been approved by a majority of 75% of votes validly cast at an Annual General Meeting or Special General Meeting for which notice has been properly given under clause 10; or

(b) Is contingent upon approval by a majority of 75% of votes validly cast at an Annual General Meeting or Special General Meeting and the Major Transaction is subsequently approved by Special Resolution at an Annual General Meeting or Special General Meeting for which notice has been properly given under clause 10.

Content of Notice to Members of Ngāti Koata for Major Transaction

12.2 Where a resolution is proposed in accordance with clause 8.8(ii)(aa) the Trust must give Public Notice of:

(a) The fact that the Trustees want to enter into a Major Transaction;

(b) The availability of Voting Papers for Members of Ngāti Koata unable to attend the Annual General Meeting or Special General Meeting, the date and address to which completed Voting Papers must be sent in order to be validly cast;

(c) The date, time and venue of the Annual General Meeting or Special General Meeting at which the resolution will be put before the Members of Ngāti Koata;

(d) The availability, on written request to the Trust, of full particulars (excluding any Confidential Information) regarding the Major Transaction.

13 WINDING UP OF TRUST

13.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more entities established by Ngāti Koata with the same or similar purposes, upon such terms, and in such proportions as the Trustees may decide, provided that a resolution supporting the

winding up proposal and the terms of it must be put and passed by a majority of 75% at a General Meeting in accordance with clause 8.8(ii).

14 ALTERATION OF TERMS OF DEED

Changes to the Deed

14.1 The trustees have power to amend, revoke or add to the provisions of the deed provided that:

(a) An amendment may only be promoted if

(i) a special resolution is put and passed at a General Meeting in accordance with clause 8.8(ii); and

(ii) it is proposed by an Adult Registered Member;

(b) An amendment may not be made in respect to the beneficiary definition/criteria or the area of interest if the result of such will be inconsistent with the Deed of Settlement and the settlement legislation;

(c) Notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to Maori Authority tax status under the law of New Zealand.

Proposals to Alter Terms

14.2 Any Adult registered member of Ngāti Koata (including a trustee) may put forward in writing proposals for changes to this deed for consideration by the trustees and the trustees shall consider that proposal where they are satisfied that, in accordance with clause 6, the person is a member of the Ngāti Koata.

Notification to Members of Ngāti Koata

14.3 Any amendment to this Deed made pursuant to this Deed must be notified to Members of Ngāti Koata in the next communication by Trustees to them.

15 RESETTLEMENT

Power to Resettle

15.1 The Trustees have power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Ngāti Koata, the whole or any portion or portions of the capital or income of the Trust Fund provided that:

(a) The resettlement is upon trust for the benefit of the Members of Ngāti Koata

(b) The resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting in accordance with clause 8.8;

(c) The resettlement is in accordance with the purposes of this Deed.

Perpetuities

(i) Unless stated otherwise in the Settlement Act, this Trust Deed is subject to the rule against perpetuities in New Zealand law.

SIGNATURES:

Settlor by:

and witnessed by:

_____
Signature of Settlor

_____
Name of Settlor

_____
Signature of witness

_____
Occupation

_____
City/town of residence

Settlor by:

and witnessed by:

_____
Signature of Settlor

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Name of Settlor

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Signature of witness

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Occupation

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City/town of residence

Settlor by:

and witnessed by:

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Signature of Settlor

Name of Settlor

Signature of witness

Occupation

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and witnessed by:

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Signature of Trustee

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Name of Trustee

_____
Signature of witness

_____
Occupation

_____
City/town of residence

SCHEDULE 1

PART A: Election Processes

Election of Trustees

1. Subject to the rule in clause 4.1 of this Deed, the highest polling candidate and candidates eligible for election under clause 3 of this Schedule 1 shall be elected as Trustees and shall remain in office for a term of three years, unless those Trustees resign in accordance with clause 4.10 (b) or become ineligible as at clauses 4.10(c-g).

2. The next highest polling candidate eligible for election as Trustee under Clause 3 of this Schedule 1 shall be elected as an Alternate, Should there not be sufficient nominees to make an appointment of Alternate, the position shall not be filled.

Time of Elections

3. Subject always to clause 4.5, the Trustees at the date of execution of this Deed shall face re-election in accordance with their current rotation as Trustees of Ngāti Koata Trust. The election must occur prior to the expiry of each Trustees term.

4. Where a Trustee is appointed for an extraordinary vacancy that Trustee shall hold office for the remainder of the term of the original Trustee only and upon the expiry of what would have been the three year term of the original Trustee may stand for re-election.

Early Termination of Office by Trustee

5. If an election of a new Trustee is required more than 8 months after the last General Meeting, no election shall be held unless:

   (a) there is a Special Resolution of Trustees requiring an election; or

   (b) the number of Trustees who are of Ngāti Koata descent and Adult Registered Members falls below 4 (subject to clause 4.13); or

   (c) the total number of Trustees falls below 5 (subject to clause 4.13).

6. If an election of a new Trustee is required less than 8 months after the last General Meeting, the Trust shall give Public Notice within 20 business days after the Trustee ceases to be a Trustee calling for a Special General Meeting for the purpose of electing a new Trustee.

Eligible voters

7. All Adult Registered Members shall be eligible to cast one vote on any resolution required by clause 8.8 of this Deed or the election of Trustees and any votes cast as per this Schedule 1 shall be received:

   (a) By personal vote (not proxy) at a General Meeting;

(b) By postal or electronic ballot (including fax) and received before 5pm on the day of the General Meeting.

(c) 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 Returning Officer no later than 3 days after the closing date New Zealand Standard time, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

Nominations for Trustee

8. The Trust must, in accordance with clause 10 of the Deed, publicly notify members of Ngāti Koata that nominations for the position of Trustee of the Trust may be lodged. Public notification may take the form of:

(a) Published in a newspaper generally circulating in the relevant area or areas; and

(b) May also be published by pānui or electronic media, including radio and television; and

In such other manner as the Trustees determine.

9. Any such nomination must include the written signature of both the candidate and the nominator and be received at the office of the Trust no later than 25 Working Days before the General Meeting at which the election of trustees is to be held. The nomination must also:

(a) Contain details of the candidate's full name, address and contact number;

(b) Confirm whether the candidate wishes to be considered as an Resident Trustee;

(c) Include a declaration signed by the candidate that declares that the candidate is not a person who is precluded from holding office as a Trustee on the basis of one or other of the matters specified in clause 4.10 of the Deed;

(d) Be accompanied by a brief statement containing details of experience and objectives relevant to the position of Trustee.

10. A nomination may be withdrawn after it has been received should the candidate request such withdrawal in writing 48 hours before the election occurs.

Time for Nominations

11. Valid nominations for the position of Trustee must be received within the time set out in Clause 10 of the Deed. However, in the event of the number of nominations being equal to the number of positions available, the nominee/s shall be deemed to be elected under the provisions of this Schedule 1 from the date of the General Meeting.

PART B: All Votes

Procedure

12. The procedure determined by the Trustees in respect of any vote, must be publicly notified in accordance with Clause 10 not less than 20 Working Days before the date of the vote and, if the vote is to be at a General Meeting or Special General Meeting of Ngāti Koata, the notice procedures must comply with those specified in this Deed, which at the date of this Deed are:

(a) Public Notice that includes:

(i) The date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained;

(ii) Advice on the method by which the vote will be counted;

(iii) the procedure for obtaining a voting form; and

(b) Private Notice to every Adult Registered Member who has requested such from the Trust in writing, that gives:

(i) The information in the preceding sub-paragraph of this Schedule;

(ii) A copy of the Voting Paper; and

(iii) The address and return date for the Voting Paper.

(c) Private Notice to every Adult Registered Member if there is to be a vote taken to ratify the constitutional documents of any Corporate Entity that gives the information in sub paragraphs 12 (b)(i) to (iii).

Valid votes

13. The conduct of a vote of Members of the Ngāti Koata at every General Meeting must provide that:

(a) In order for a vote to be validly cast, the person casting it must:

(i) Where the person is already registered as a Ngāti Koata member, record the membership number on the Voting Paper; or

(ii) Where the person is not registered at the time of the vote, also complete a registration application in the official Trust Registration form which shall be attached to and form part of the Voting Paper;

(b) No vote cast under either paragraph 3 or paragraph 12(a) of this Schedule 1 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngāti Koata has been confirmed either:

(i) Because that person is an Adult Registered Member at the time they cast their vote; or

(ii) If that person has applied at the time that their vote was cast, to become an Adult Registered Member, because their registration was accepted in accordance with clause 6 of this Deed.

Except that a provisional result, disclosing the number of such persons and counting their votes for provisional purposes only may be declared at any time.

Secret Ballots

14. All Votes shall be conducted so as to ensure that:

(a) The manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;

(b) That the returning officer and those persons shall undertake to keep that information confidential; and

(c) That the Voting Papers are destroyed by the returning officer after the date of completion of the final count under paragraph 13(b)of this Schedule 1, plus a period of one month thereafter.

Trustees to comply with procedure

15. For the avoidance of doubt the Trustees when undertaking the procedure for voting shall comply with the process that has been publically notified to members of Ngāti Koata and the provisions of this Deed.

Returning Officer

16. The Trustees shall appoint a person or election services provider to act as the Returning Officer for the purpose of elections held under this Schedule, provided however that the Returning Officer shall not be a Trustee, a nominee, an employee of the Trust, or a Member.

The Returning Officer shall be responsible for receiving and counting all votes cast in an election held under this Schedule.

The Trustees may appoint up to two (2) Returning Officer Assistants to assist the Returning Officer with his or her task.

Counting of votes

17. On completion of the voting in an election, the Returning Officer shall:

(a) reject as informal:

i. any vote for which there is reasonable cause to believe that the Voting Paper was not prepared by the Trust for the purposes of the election; and

ii. any vote that does not clearly indicate the nominee for which the voter intended to vote; provided that no vote shall be rejected as informal by reason of some informality in the manner in which it was dealt with by the voter if the vote is otherwise regular and if the intention of the voter is clearly indicated;

(b) then:

i. count the number of votes cast in an election received for each nominee; and

ii. count the number of votes rejected as informal;

(c) determine the number of highest polling nominees required to fill all vacancies in the office of Trustee and declare those highest polling nominees as duly elected Trustees; and

(d) determine the two next highest polling nominees and declare them as duly elected Alternates in order of votes; and

(e) where there is an equality of votes in an election such that the number of highest polling nominees required to fill all vacancies in the office of Trustee cannot be determined, and where the nominees so tied cannot agree amongst themselves who shall be elected as Trustee, the Chairperson or Deputy Chairperson or other officeholder of the Trust, who is not one of the nominees, shall draw lots to determine who is to be elected as Trustee.

Election Results to be Notified

18. Within 5 Working Days of the closing date for voting, the Returning Officer shall provide the Trustees with a report of the final results of the election, including the number of votes received for each nominee and the number of votes rejected as informal.

19. Within 10 Working Days of the Trustees receiving the report from the Returning Officer, the Trustees shall notify Members of the results of an election through the website maintained from time to time by the Trustees declaring the names of the nominees who sought election, ranking of candidates by the number of votes received, and distinguishing the elected Trustees and Alternates.

Counting of votes (other than elections)

20. On completion of the voting on each resolution at a General Meeting, the Returning Officer shall:

(a) reject as informal:

i. any vote for which there is reasonable cause to believe that it was not prepared by the Trust for the purposes of the General Meeting; and

ii. any vote that does not clearly indicate the option for which the voter intended to vote,

provided that no vote shall be rejected as informal by reason of some informality in the manner in which it was dealt with by the voter if the vote is otherwise regular and if the intention of the voter is clearly indicated;

(b) then;

i. count the number of votes casts in favour of a resolution; and

ii. count the number of votes cast against a resolution; and iii. count the number of votes rejected as informal

(c) determine whether the resolution has been passed or not; and

(d) notify the Members present at the General Meeting of the outcomes of the vote on the resolution.

SCHEDULE 2

1. The Trustees shall undertake a governance review of the Trust Entities on or before the five year anniversary of the establishment of Te Pātaka a Ngāti Koata Trust and at five year interval from thereon.

2. Governance Reviews shall be conducted in accordance with the provisions of the Deed and this Schedule.

3. Funding of a Governance Review shall be shared equally by the Trust Entities or in accordance with the requirements of the Trustees.

Appointment of Reviewer

4. For each Governance Review the Trustees shall not later than 6 months before the next Annual General Meeting establish the terms of reference and appointment criteria for the reviewer.

5. The Trustees shall consult with the Kaumātua Council and the boards of all Trust Entities in respect to potential candidates for the position of reviewer. The Trustees shall however make the final decision as to the appointment.

Terms of Reference and Scope of the Review

6. The terms of reference must include:

   (a) The date of the commencement of the Governance Review;

   (b) The date by which the review report must be presented which must be not later than 3 months after the commencement date.

7. The Governance Review must consider:

   (a) The performance of each Trust Entity in achieving its duties and functions;

   (b) The ability of each Trust Entity to deliver benefits to the beneficiaries or shareholders of the Trust Entity;

   (c) The ability of each Trust Entity to contribute to achieving the purposes of Ngāti Koata as defined from time to time by the Trustees in consultation with the Kaumātua Council; and

   (d) Whether the interests of Ngāti Koata would be better served by changes to:

      (i) The structure of the Trust Group;

      (ii) The governance arrangements of a Trust Entity.

Review Report

8. As soon as practicable after conducting a review a reviewer must:

   (a) Prepare a written report that includes the findings and recommendations of the reviewer;

   (b) Present the review report to:

      (i) The Trustees;

      (ii) The Kaumātua Council; and

      (iii) Each Trust Entity under review.

9. Not later than 1 month after receiving a review report a Trust Entity under review may provide the Trustees with a plan specifying the actions that it intends to take to address the findings and recommendations of the reviewer. The Trustees shall upon receipt of a plan, provide a copy to the Kaumātua Council for their comment.

Consideration of Review Report

10. At the next General Meeting following the Governance Review the Trustees shall present:

   (a) The review report;

   (b) Any plan prepared by a Trust Entity under review;

   (c) Any comments from the Kaumātua Council.

11. Following the General Meeting the Trustees may then resolve:

   (a) To adopt all or some of the recommendations set out in the review report;

   (b) To adopt all or part of any plan prepared by a Trust Entity;

   (c) To amend, and adopt as amended any of those recommendations.

Information Required

12. Information requested by or on behalf of the reviewer must be provided promptly by the person or Trust Entity that:

   (a) Has or controls the information; or

   (b) Is contractually entitled to the information; or

   Can obtain the information by reasonable effort.