

**CHARTER FOR THE
NGĀTI TAMAHO SETTLEMENT TRUST**

August 2014

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1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Charter, unless the context otherwise requires:

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

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

“Agreement in Principle” means an agreement in principle, or similar document, to be agreed between Ngāti Tamaoho and the Crown, prior to the Deed of Settlement;

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

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

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

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

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

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

“Chief Returning Officer” means as the context requires:

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

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

“Company” means the Company that the Trust may establish pursuant to *clause 6* to undertake Commercial Activities;

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

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

“Customary Rights” means rights arising according to Ngāti Tamaoho tikanga, including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources; and
- (c) rights to affiliate to marae; and
- (d) rights of burial.

“Deed of Settlement” means the deed to be entered into between Ngāti Tamaoho and the Crown recording the settlement of the Ngāti Tamaoho Claims, which will be signed by the Trustees on behalf of Ngāti Tamaoho;

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

“Disputes Committee” means a committee formed in accordance with *clauses 30.4 and 30.5*;

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

“Five Year Plan” means the five year plan of the Trust prepared in accordance with *clause 9.2*;

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

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

“Initial Trustees” means the initial trustees appointed in accordance with *clause 3.1*;

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

- (a) The acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than half the value of the Trust’s Assets before the acquisition; or
- (b) The disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than half the value of the Trust’s Assets before disposition; or

- (c) A transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Trust's Assets before the transaction;

but does not include:

- (d) Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust's Assets (whether the Assets are held by the Trust or any other member of the Ngāti Tamaoho Group); or
- (e) Any acquisition or disposition of Property by that member from or to any other wholly owned member of the Ngāti Tamaoho Group; or
- (f) The signing by the Trustees of the Deed of Settlement, and the receipt by the Trustees of any assets, or the imposition on the Trust of any obligations, pursuant to that Deed of Settlement; or
- (g) The signing by the Trustees of the Tamaki Collective Deed, and the receipt by the Trustees of any assets, or the imposition on the Trust of any obligations, pursuant to that Tamaki Collective Deed; or
- (h) The signing of, or agreement to, an Agreement in Principle, and the receipt by the Trustees of any assets, or the imposition on the Trust of any obligations, pursuant to that Agreement in Principle;
- (i) Any transactions of the Trustees during the period from establishment of the Trust to receipt of any assets from the Crown pursuant to an Agreement in Principle and/or Deed of Settlement;

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

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

“Member of Ngāti Tamaoho” means:

- (a) every individual who is descended from one or more Ngāti Tamaoho tupuna; or
- (b) every individual who is recognised as Ngāti Tamaoho by customary adoption in accordance with Ngāti Tamaoho tikanga;

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

“Ngāti Tamaoho” means:

- (a) the collective group composed of individuals who descend from a Ngāti Tamaoho tupuna (ancestor);
- (b) every individual referred to in (a); and

- (c) every whānau, hapū, or group to the extent that it is composed of individuals in (b).

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

- (a) birth;
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Tamaoho tikanga (customary values and practices).

“**Ngāti Tamaoho tupuna**” means an individual who

- (a) exercised customary rights by virtue of being descended from:
 - (i) Tamaoho; and / or
 - (ii) Te Horeta, Paora Te Iwi, Te Rangarua, Korongoi, Hinemutu, or Hikurereroa and
- (b) exercised customary rights predominantly in relation to the Ngāti Tamaoho Area of Interest after 6 February 1840.

(a)

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

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

“**Ngāti Tamaoho Group**” means the Trust, the Company, their subsidiaries (if any) and any trust(s) (whether incorporated or not) under their control;

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

“**Nga Koeke Nga Pakeke**” means the Koeke and Pakeke of Ngāti Tamaoho;

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

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

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

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

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

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

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

“Tamaki Collective Deed” means the deed that is to be agreed between the Tamaki Iwi including Ngāti Tamaoho on the one hand, and the Crown on the other, recording collective redress for the Tamaki Iwi including Ngāti Tamaoho;

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

“Trust” means the trust created by this Charter which is to be called the Ngāti Tamaoho Settlement Trust;

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

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

1.2 Interpretation

In this Charter, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other gender;
- (c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Charter;
- (f) the schedules to this Charter shall form part of this Charter;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Charter;
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993;

- (i) references to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

2. CONSTITUTION, STATUS AND OBJECTS OF THE TRUST

2.1 Trust Established:

The Trustees acknowledge that they hold the Trust's Assets upon the trusts and with the powers set out in this Charter. The Trustees further acknowledge that the Trust hereby created shall be known as the Ngāti Tamaoho Settlement Trust.

2.2 Trust Administration:

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

2.3 Powers of the Trust:

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

2.4 Objects and purposes of the Trust:

The purposes for which the Trust is established are to receive, manage and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of Ngāti Tamaoho in accordance with this Charter including, without limitation:

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

2.5 Restriction on Major Transactions:

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

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

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Initial Trustees

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

Ted Ngataki
Te Roto Jenkins
Kiri Wilson
Dennis Kirkwood
David Taka
Tamara Taka

3.2 Appointment in accordance with Second Schedule:

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

3.3 Trustees to control Trust affairs:

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

3.4 Proceedings of Trustees:

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

3.5 Trustees Remuneration

The Trustees remuneration must:

- (a) be authorised by a resolution of Adult Registered Members of Ngāti Tamaoho in accordance with clause 14.2. In recommending Trustees remuneration levels the Trustees must first seek professional advice in that regard; but
- (b) in respect of the initial Trustees in clause 3.1, who will be appointed before the first annual general meeting, be set by them for the period they hold office as initial Trustees, on the basis of professional advice they must seek.

3.6 Trustee Expenses

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

4. NGA KOEKE NGA PAKEKE

4.1 Role of Nga Koeke Nga Pakeke

On request from the Trust Nga Koeke Nga Pakeke will be responsible for advising the Trust on matters relating to the tikanga, reo, kawa, korero and whakapapa of Ngāti Tamaoho provided that nothing in this Charter shall be

deemed or construed so as to make the seeking or following of advice obtained from Nga Koeke Nga Pakeke as binding upon the Trust.

5. GENERAL MANAGER AND OTHER EMPLOYEES

5.1 Trust may appoint General Manager:

The Trustees may appoint a General Manager to manage the day to day administration of the Trust including without limitation the implementation of the Trust's planning, reporting and monitoring obligations under this Charter.

5.2 Delegations to General Manager:

The General Manager shall be responsible for the employment of all other employees of the Trust and shall exercise such other powers and discretions as are delegated to him or her by the Trust from time to time.

5.3 Trustees Role:

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

6. TRUST MAY ESTABLISH COMPANY

6.1 Establishment of Company:

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

6.2 Ownership and Control of the Company:

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

6.3 The Company:

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

6.4 Trustees to monitor:

In giving effect to the Trust's Purposes the Trustees shall be responsible for monitoring and otherwise overseeing the activities of the Company. The Trustees shall also exercise their ownership or other rights and interests in the Company in such a way as to promote the performance by the Company of its objectives and sole purposes as set out in this Charter.

6.5 Assets held for Ngāti Tamaoho:

All assets held and income derived by any member of the Ngāti Tamaoho Group, including the Company shall be held and derived for and on behalf of the Trust.

6.6 Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Charter, all companies (including the Company) and other entities within the Ngāti

Tamaoho Group shall be governed by their respective boards and the role of the Trustees in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trust as shareholder, or (as applicable) appointor, the beneficiary of the relevant entity.

6.7 Remuneration of directors and other Trustees:

The Trustees shall determine the remuneration payable to any:

- (a) director of the Company; and
- (b) director or trustee of any other member of the Ngāti Tamaoho Group.

6.8 No influence in determining remuneration

No Trustee receiving any remuneration referred to in clause 6.7 shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

7. APPOINTMENT OF DIRECTORS

7.1 Appointment and removal of directors:

The directors of the Company shall be appointed and removed by the Trustees.

7.2 Directors of the Company:

There shall be not more than 3 and not less than 1 directors of the Company.

7.3 Appointments with regard to skills and expertise:

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

7.4 Term and Rotation of directors of the Company:

Subject to the power of the Trustees to remove directors at any time, directors shall serve for a term of three years and be rotated in accordance with the direction of the Trustees from time to time. Directors can be appointed for more than one term.

8. APPLICATION OF INCOME

8.1 Company to remit funds to the Trust:

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

- (a) the Company's objective and sole purpose in *clause 6.3* of this Charter and the desirability of retaining and reinvesting income to meet that objective and purpose;

- (b) the projected operating requirements of the Company and its subsidiaries as set out in their plans; and
- (c) the responsibilities and duties of the directors of the Company to comply with the requirements of the Companies Act 1993.

8.2 Trustees may apply income as they see fit:

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

8.3 Payments out of income:

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

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

8.4 Matters to consider in applying income:

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

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

8.5 Accumulation in six months where income not applied:

Any income from any Income Year that is not paid or applied in accordance with this *clause 8* during or within the six months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust's Assets and shall be subject to the Trust powers herein declared in respect of the capital of the Trust's Assets.

9. PLANS

9.1 Trustees to prepare annual plan:

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

- (a) the strategic vision of the Trust for the Ngāti Tamaoho Group;

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

9.2 Trustees to prepare Five Year Plan:

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

9.3 Initial Annual Plan and Five Year Plan

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

10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

10.1 Preparation of annual report:

The Trustees must, within five months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Ngāti Tamaoho Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngāti Tamaoho Group for that Income Year. The financial statements shall include as a separate item details of any remuneration as outlined in clause 18.

10.2 Audit of financial statements:

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

10.3 Appointment of auditor:

The auditor shall be appointed by the Trustees prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustees or employee of the Trustees

(including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Trust's accountant shall not be appointed as the auditor.

11. COMPANY PLANS AND REPORTS

11.1 The Company to prepare Plans and Statements of Intent:

The Trustees shall procure that the Company will:

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

11.2 Trustees approval required:

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

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

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

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

11.4 Report to include comparison against plans:

In addition to the matters set out in *clause 11.3*, the Trustees shall procure that all reports by the Company include a comparison of their performance against both its respective annual plans for that Income Year and its medium and longer term planning objectives (as set out in the Five Year Plans and Statement of Intent).

11.5 Protection of sensitive information:

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

12. DISCLOSURE OF PLANS, REPORTS AND MINUTES

12.1 Documents to be available for inspection:

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

- (a) the Annual Report for each of the preceding three Income Years;
- (b) the Consolidated Financial Statements for the preceding three Income Years;
- (c) the Annual Plan;
- (d) the Five Year Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with *clause 14.14* of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) their own personal details on the Ngāti Tamaoho Register;
- (h) the current Charter; and

- (i) the current constitution of the Company (if any)

12.2 Costs of copying:

Any Member of Ngāti Tamaoho shall be entitled to obtain copies of the information in clause 12.1. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

13. NO DISCLOSURE OF SENSITIVE INFORMATION

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

14. GENERAL MEETINGS

14.1 Trustees to hold annual general meeting:

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

- (a) report on the operations of the Ngāti Tamaoho Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the Annual Plan;
- (d) announce the names of all newly appointed Trustees;
- (e) approve the appointment of the auditor for the next Income Year;
- (f) approve the Trustees' remuneration;
- (g) undertake all other notified business; and
- (h) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

14.2 Approval of Trustees' remuneration and appointment of auditor:

- (a) No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of Ngāti Tamaoho present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person

who from time to time holds office as a Trustee. This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director or trustee of any company or other trust in the Ngāti Tamaoho Group.

- (b) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngāti Tamaoho present at the annual general meeting.

14.3 Notice of general meeting:

The Trustees shall give not less than twenty-one (21) days' notice of the holding of the annual general meeting, such notice to be posted (including, by electronic form where available) to all Adult Registered Members of Ngāti Tamaoho at the last address shown for each such Adult Registered Member of Ngāti Tamaoho on the Ngāti Tamaoho Register. If notice sent to an electronic address fails, and the Trustees are aware of that failure, then the notice must subsequently be sent to the last known physical address. Notice of the meeting shall also be advertised prominently on Ngāti Tamaoho's official website. All such notices shall contain:

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

14.4 Notice of special meetings:

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

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

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

14.5 Annual general meeting not limited to notified business:

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

14.6 Special meeting limited to notified business:

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

14.7 Invalidation:

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

14.8 Deficiency of notice:

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

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

14.9 Quorum:

The quorum required for any annual or special general meeting of the Trust shall be twenty (20) Adult Registered Members of Ngāti Tamaoho present in person, and one or more Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Registered Member of Ngāti Tamaoho, they are entitled to vote.

14.10 Chairing of meetings:

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

14.11 Voting:

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

14.12 Adjourned meetings:

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

14.13 Unruly meetings:

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

14.14 Minutes:

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

14.15 Minutes to be evidence of proceedings:

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

14.16 Minutes to be evidence of proper conduct:

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

15. DISCLOSURE OF INTERESTS

15.1 Definition of interested Trustees:

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

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

15.2 Disclosure of interest to other Trustees:

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

- (a) if the monetary value of the Trustees's interest is able to be quantified, the nature and monetary value of that interest; or

- (b) if the monetary value of that Trustees's interest cannot be quantified, the nature and extent of that interest.

15.3 Recording of Interest:

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

16. DEALINGS WITH "INTERESTED" TRUSTEES

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

17. PROHIBITION OF BENEFIT OR ADVANTAGE

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

18. DISCLOSURE OF TRUSTEES REMUNERATION ETC

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

19. ADVICE TO TRUSTEES

19.1 Trustees may rely on advice:

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

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

19.2 Trustees may obtain legal opinion:

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

20. LIABILITY OF TRUSTEES

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

21. INDEMNITY AND INSURANCE

21.1 Indemnity and insurance for Trustees:

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

21.2 Indemnity and insurance costs to be just and equitable:

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

21.3 Indemnity and insurance re specific trusts:

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

21.4 Record of decisions:

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

22. NGĀTI TAMAHOHO NOT TO BE BROUGHT INTO DISREPUTE

22.1 Trustees not to bring into disrepute:

No Trustee shall act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Tamaoho Group into disrepute.

22.2 Directors not to bring into disrepute:

The Trustees shall also require that any directors or Trustee appointed by or at the direction of the Trustees to any company (or as applicable) any trust in which the Trustees have an interest do not act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Tamaoho Group into disrepute.

22.3 Trustees may be censured or removed:

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

22.4 Censure or removal to be notified:

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

22.5 Effect of Removal:

A Trustee removed from office in accordance with *clause 22.3* shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than 3 years following his or her removal.

22.6 Replacement of Trustees:

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

23. GIFTS OR DONATIONS

23.1 Trustees may accept specific Trust's:

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

23.2 Specific trusts to be separate:

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

23.3 Use of specific trust assets:

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

23.4 Expenses of specific trusts:

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

24. RECEIPTS FOR PAYMENTS

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

25. CUSTODIAN TRUSTEE

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

- (a) The Trust's Assets may be vested in the Custodian Trustee as if the Custodian Trustee were sole Trustee;
- (b) The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trustees as fully and effectively as if there were no Custodian Trustee;
- (c) The sole function of the Custodian Trustee shall be to hold the Trust Assets property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the Custodian Trustee shall execute all such documents and perform all such acts as the Trustees in writing direct;
- (d) The Custodian Trustee shall not be liable for acting on any such direction provided that if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the Custodian Trustee to any liability or is otherwise objectionable the Custodian Trustee may apply to the Court for directions and any order giving any such directions shall bind both the Custodian Trustee and the Trustees;
- (e) The Custodian Trustee shall not be liable for any act or default on the part of any of the Trustees;
- (f) All actions and proceedings touching or concerning the Trust's Assets may be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees and the Custodian Trustee shall not be liable for the costs; and
- (g) No person dealing with the Custodian Trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.

26. AMENDMENTS TO DEED

26.1 Special Resolution required:

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

26.2 Limitations on Amendment:

No amendment shall be made to the Deed which:

- (a) changes the Trust's Purposes so that the Trustees are no longer required to act for the collective benefit of the present and future Members of Ngāti Tamaoho.
- (b) changes this *clause 26.2*;
- (c) changes *clause 28*;
- (d) changes the finally agreed definition of Member of Ngāti Tamaoho, Ngāti Tamaoho Ancestor; Ngāti Tamaoho Area of Interest, or Ngāti Tamaoho Claims after settlement legislation has been passed; and
- (e) changes the requirement for a Special Resolution (as defined from time to time) in *clause 26.1*.
- (f) changes to membership and beneficiary of the Trust.
- (g) changes rule 3.1 of the Fourth Schedule relating to the voting threshold *75% of Ngāti Tamaoho*.

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

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

26.4 Consideration of proposals

Every Adult Registered Member of Ngāti Tamaoho may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this *clause 26.4* must be in writing and addressed to the Chairperson at the registered office of the Trust. Any proposal put forward under this *clause 26.4* must be considered by the Trustees at their next available meeting. If the proposal for an amendment to the Deed complies with clauses 26 (2) and 26 (4) the Trustees may call a special general meeting or go to an annual general meeting to consider the proposal.

26.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with *clause 26.2 and 26 (4)*, the Trustees may discard the proposal and the Trustees will not be required to call a special general meeting in accordance with the Fourth Schedule.

27. TERMINATION OF TRUST

27.1 Subject to *clause 26.2*:

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

28. PERPETUITIES

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

29. ARCHIVING OF RECORDS

29.1 Records to be held for seven years:

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

29.2 Records to be archived:

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

29.3 Records may be retained for longer:

Notwithstanding *clauses 29.1 and 29.2* the Trustees and any of the companies and other entities within the Ngāti Tamaoho Group may hold on to any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust or entity to which the information relates.

30. DISPUTE RESOLUTION

30.1 Disputes:

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

30.2 Notice of Dispute:

All disputes referred to the Trustees in accordance with *clause 30.1* shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

30.3 Reference of Dispute:

If a dispute is not settled within 30 days of the receipt by the Trustees of written notice of the dispute in accordance with *clause 30.2* then it shall be referred to a Disputes Committee constituted in accordance with *clause 30.4* and *30.5*.

30.4 Dispute Committee to be Appointed as required:

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute, in question, and only after the expiry of the 30 day period referred to in *clause 30.3*.

30.5 Appointment and composition of Disputes Committee:

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

- (a) One independent (non-Ngāti Tamaoho) member nominated by the President from time to time of the Waikato Bay of Plenty District Law Society or his or her nominee, such member to be a barrister or solicitor with 7 or more years' experience, to act as the chair of the Disputes Committee; and
- (b) Two Members of Ngāti Tamaoho appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such members cannot also be Trustees or employees of the Trust; and
- (c) Two people who are Nga Koeke Nga Pakeke.

30.6 Role of Disputes Committee:

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

30.7 Deliberations of Disputes Committee:

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

30.8 Disputes Committee May convene hui:

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

30.9 Hui to meet notice requirements:

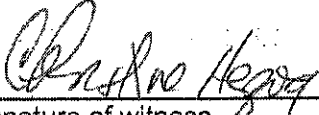
Any general meeting called by a Disputes Committee in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of Ngāti Tamaoho as set out in this Charter.

30.10 Notification of Outcome:

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

Signed as a deed on

SIGNED by:


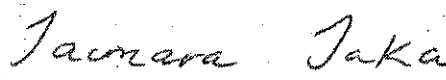
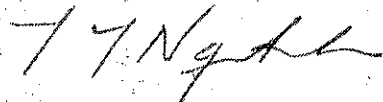
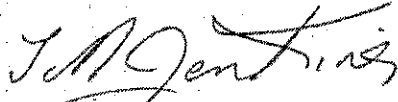



Signature of witness

Christine Heru
Name of witness

Keiwhakahaere
Occupation of witness

Auckland
City/town of residence

Signatures of INITIAL NGĀTI TAMAHO
SETTLEMENT TRUSTEES

**FIRST SCHEDULE
NGĀTI TAMAOHO MEMBERSHIP REGISTER**

1. TRUSTEES TO KEEP REGISTER

1.1 Trustees to maintain register:

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

1.2 Register to comply with this Schedule:

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

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details:

The Ngāti Tamaoho Register shall record in it the full names, dates of birth and postal addresses of the Members of Ngāti Tamaoho.

2.2 Beneficiary Registration Number:

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

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications:

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

- (a) the full name, date of birth and postal address of the applicant;
- (b) the whakapapa (genealogical connections) through which the applicant claims affiliation to Ngāti Tamaoho;
- (c) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngāti Tamaoho.

3.2 Applications to be made by:

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

- (a) Members of Ngāti Tamaoho who are 18 years of age or older, on their own behalf or by their legal guardian;
- (b) other Members of Ngāti Tamaoho who are under the age of 18 years, by their parent or legal guardian on their behalf.

4. DECISIONS AS TO MEMBERSHIP

4.1 Membership Validation Committee to be established:

The Trustees shall establish a Membership Validation Committee to make decisions on all applications made pursuant to *rule 3.1* of this Schedule by any person for the recording in the Ngāti Tamaoho Register of that person's membership of Ngāti Tamaoho.

4.2 Composition of Membership Validation Committee:

The Membership Validation Committee shall comprise not less than 3 and not more than 5 members of Ngāti Tamaoho, including at least one member of Nga Koeke Nga Pakeke with the expertise and knowledge of Ngāti Tamaoho whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Tamaoho whakapapa may be appointed to the Membership Validation Committee.

4.3 Consideration of applications:

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

4.4 Decisions to be made on applications:

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

4.5 Successful applications to be notified and registered:

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

4.6 Notification of unsuccessful applicants:

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

4.7 Unsuccessful applicant may reapply:

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

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies:

The Trustees shall take such steps and institute such policies as are necessary to ensure that the Ngāti Tamaoho Register is maintained in a

condition that is as up to date, accurate and complete as possible in recording the Members of Ngāti Tamaoho.

5.2 Assistance in identifying membership:

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

5.3 Responsibility of Members of Ngāti Tamaoho:

Notwithstanding *rule 1.1* of this Schedule it shall be the responsibility of each person who is a Member of Ngāti Tamaoho (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the Ngāti Tamaoho Register and that his or her full postal address for the time being is provided and updated. Any Member of Ngāti Tamaoho may choose to terminate their registration of membership, by notifying the Trustees in writing.

5.4 Consequences of registration:

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

SECOND SCHEDULE ELECTIONS OF TRUSTEES

1. PROCEDURE

1.1 This Schedule to apply:

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

2. ELIGIBILITY FOR APPOINTMENT

2.1 Nominee to be Registered:

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

2.2 Trustee Roles:

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

2.3 Trustees may not be Directors:

A Trustee may not be a director in the Company. A Trustee may not be a director in any Ngāti Tamaoho Group company.

2.4 Number of Trustees to be Limited:

There shall be no less than 5 and no more than 7 Trustees.

3 ELECTION OF TRUSTEES

The Adult Registered Members of Ngāti Tamaoho listed in the Ngāti Tamaoho Register, shall be entitled to elect the Trustees in accordance with the rules for elections as set out in this Schedule. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

4. TERM OF OFFICE

4.1 Term of office:

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

4.2 Retirement and rotation of initial Trustees:

The initial Trustees shall retire from office with elections to be held for their respective vacant positions as Trustees as follows:

- (a) As at the date of the annual general meeting of the Trust in the first Income Year following the Settlement Date, two of the initial Trustees shall retire and an election shall be held for two Trustee positions;

- (b) As at the date of the annual general meeting of the Trust in the second Income Year following the Settlement Date, two more of the initial Trustees shall retire and an election shall be held for those two Trustee positions.
- (c) As at the date of the annual general meeting of the Trust in the third Income Year following the Settlement Date, the remaining initial Trustees shall retire and an election shall be held for those Trustee positions.

4.3 Order of retirement of initial Trustees:

The order of retirement of the initial Trustees under *rule 4.2* of this Schedule shall be determined by agreement failing which the determination shall be made by lot.

4.4 Term and rotation of Trustees following retirement of initial Trustees:

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

4.5 Eligibility of retiring Trustees:

Retiring Trustees shall be eligible for re-election.

5. TIMING OF ELECTIONS

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

6. MAKING OF NOMINATIONS

6.1 Calling for nominations:

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

6.2 Timing for nominations:

All nominations must be lodged with the Trustees no later than 21 days following the date upon which the notice calling for nominations is first given.

6.3 Form of notice:

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

- (a) By post (or by electronic form where available) to each Member of Ngāti Tamaoho shown on the Ngāti Tamaoho Register as entitled to vote at the election of Trustees (being an Adult Registered Member of Ngāti Tamaoho who is recorded on the Ngāti Tamaoho Register) and to any other Member of Ngāti Tamaoho 18 years of age or older who has made a written request for a notice. If notice sent to an electronic address fails, and the Trustees are aware of that failure, then the notice must subsequently be sent to the last known physical address;
- (b) by electronic advertisement published prominently on Ngāti Tamaoho's official website ; and
- (c) by such other means as the Trustees may determine.

6.4 Inclusion of invitation to register:

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngāti Tamaoho Register, and shall set out the date upon which the registrations close, being the same date as that fixed as the latest date for making and lodging nominations.

6.5 Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than three (3) Adult Registered Members of Ngāti Tamaoho shown on the Ngāti Tamaoho Register as being entitled to vote in respect of the election in accordance with the First Schedule.

6.6 Consent of nominee:

The consent of each candidate to his or her nomination shall be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trustees, withdraw his or her nomination. **6.7 Eligibility for nomination:**

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

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

7. HOLDING OF ELECTIONS

7.1 Mode of Voting at Elections:

Subject to *rule 7.2* of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be delivered to the Chief Returning Officer by post or by electronic form where available. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Where there is an equal number of votes for the last trustee position the decision as to the successful candidate shall be made by the drawing of lots.

7.2 No elections where nominees equal vacancies:

In the event that the total number of nominations of Trustees is less than or equal to the total number of vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed provided each of the persons nominated have been endorsed by a minimum of twelve (12) Adult Registered Members of Ngāti Tamaoho.

7.3 Adult Members to vote in elections:

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

- (i) each such Adult Member of Ngāti Tamaoho will only be eligible to cast one vote in an election; and
- (ii) each such Adult Member of Ngāti Tamaoho must, at the date fixed as the latest date for making and lodging nominations, be recorded in the

Ngāti Tamaoho Register as an Adult Registered Member of Ngāti Tamaoho.

8. NOTICE OF ELECTIONS

8.1 Notice to be given:

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

8.2 Period of notice:

The Trustees shall give not less than 28 days' notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 7.1* of this Schedule.

8.3 Method of giving notice:

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

- (a) posting notice (including, by electronic form where available) to each Member of Ngāti Tamaoho shown on the Ngāti Tamaoho Register as entitled to vote at the election (being an Adult Registered Member of Ngāti Tamaoho who is recorded in the Ngāti Tamaoho Register as a Member of Ngāti Tamaoho). If notice sent to an electronic address fails, and the Trustees are aware of that failure, then the notice must subsequently be sent to the last known physical address.;
- (b) inserting a prominent electronic advertisement on Ngāti Tamaoho's official website ;
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Trustees consider that a significant number of Members of Ngāti Tamaoho reside; and
- (d) posting on the Trust's website, if it has one.

8.4 General content of notices:

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

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

8.5 Additional content of notice:

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

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

- 8.6 Additional information in other notices:**
Each notice given in accordance with *rule 8.3(b) and (c)* of this Schedule shall also give details about how voting forms may be obtained.

9. POSTAL VOTING

- 9.1 Other details to accompany vote:**
Each voting form must contain information that is sufficient to identify the voter and the voting documents issued to that elector.

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

10. APPOINTMENT OF CHIEF RETURNING OFFICER

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

- 10.2 Chief Returning Officer to receive voting forms:**
All voting forms must be addressed to the Chief Returning Officer.

- 10.3 Only one vote to be cast:**
The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Ngāti Tamaoho.

- 10.4 Recording of votes:**
A record shall be kept by the Chief Returning Officer of all votes received.

11. COUNTING OF VOTES

- 11.1 All votes to be counted:**
Upon the expiry of the date for the receipt of postal votes, the Chief Returning Officer shall record and count all votes validly cast.

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

12. RETENTION OF ELECTION RECORDS

12.1 Compiling and sealing voting records:

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

12.2 Retention and disposal of packets:

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

13. REVIEW OF ELECTION RESULTS

13.1 Candidates may seek review:

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

13.2 Appointment of Electoral Review Officer:

For the purposes of carrying out reviews in respect of any election the Trustees shall ensure that an Electoral Review Officer is appointed. The Electoral Review Officer shall be the person nominated from time to time by the President of the Waikato Bay of Plenty District Law Society or his or her nominee.

13.3 Electoral Review Officer to conduct reviews:

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

13.4 Form of request for review:

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

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

13.5 Service of application on other candidates:

The application for review and any accompanying evidence shall also be served by the candidate in rule 13.1 upon all other candidates in the election

to which the review relates, either at the same time, or as close thereto as is possible, as the review application is lodged with the Trustees.

13.6 Costs:

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

14. CONDUCT OF REVIEW

14.1 Notification of Electoral Review Officer:

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

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

14.2 Electoral Review Officer to exercise wide powers:

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

14.3 Electoral Review Officer to be guided by substantial merits:

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

14.4 Certification of result of review:

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

14.5 Decision to be final:

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

15. TERMINATION OF OFFICE OF TRUSTEES

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

- (a) retires from office by giving written notice to the Trust or dies;
- (b) completes his or her term of office and is not reappointed;
- (c) refuses to act;
- (d) is absent without leave from 3 consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (e) is convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (f) is bankrupt or makes any composition or arrangement with his or her creditors;
- (g) is convicted of an indictable offence; or
- (h) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (i) is removed from the office of Trustee in accordance with *clause 22.3*.

16. RECORD OF CHANGES OF TRUSTEES

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

THIRD SCHEDULE PROCEEDINGS OF TRUSTEES

1. TRUSTEES TO REGULATE MEETINGS

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

2. NOTICE OF MEETING

2.1 Notice to Trustees:

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

2.2 Content of notice:

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

2.3 Waiver of notice:

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

2.4 Meeting limited to notified business:

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

2.5 Deficiency of notice:

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

3. QUORUM

A majority of Trustees shall constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint:

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

3.1 the Chairperson must have served at least one term. The Chairperson and (if the Trustees in their discretion require one, Deputy Chairperson) must be appointed after each election.

4.2 Voting on appointment:

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

4.3 Termination of office:

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

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote:

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

5.2 Chairperson:

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

5.3 Defects of appointment:

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

5.5 Unruly meetings:

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

6. DELEGATION TO COMMITTEES BY TRUSTEES

6.1 Trustees may appoint committees:

The Trustees may from time to time as they think expedient appoint one or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee shall chair any such committee.

6.2 Committees to report to Trustees:

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

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

6.3 Regulation of procedure by committees:

Subject to these rules and the provisions of this Charter, any committee established by the Trustees may co-opt any person to be a member of that committee and otherwise regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

7. WRITTEN RESOLUTIONS

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

8. MINUTES

8.1 Minutes to be kept:

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

8.2 Minutes to be evidence of proceedings:

Any minute of the proceedings at a meeting which is purported to be signed by the Chairperson of that meeting shall be evidence of those proceedings.

8.3 Minutes to be evidence of proper conduct:

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

9. TELECONFERENCE MEETINGS

For the purposes of these rules a Teleconference Meeting between a number of Trustees or committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the committee members (as the

case may be). All the provisions in these rules relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:

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

10. FORMS OF CONTRACTS

10.1 Contracts by deed:

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

10.2 Contracts in writing:

Any contract which, if made between private persons, must be in writing signed by the parties to be bound by the contract shall, if made by the Trustees, be in writing signed under the name of the Trust by a person acting with the express or implied authority of the Trustees.

10.3 Oral contracts:

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

10.4 Contracts pursuant to resolution:

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

**FOURTH SCHEDULE
PROCEDURE FOR PASSING SPECIAL RESOLUTION**

1. THIS SCHEDULE TO APPLY

A Special Resolution to:

- (a) approve a Major Transaction in accordance with *clause 2.5* or
- (b) amend this Charter in accordance with *clause 26* or
- (c) terminate the Trust in accordance with *clause 27*

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

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

3 VOTING

Subject to *clause 3.2* of this Schedule, in order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Registered Members of Ngāti Tamaoho who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

4. SPECIAL GENERAL MEETING REQUIRED

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

5. NOTICE

5.1 Notice of special general meeting:

The Trustees shall give not less than twenty-one (21) days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the special general meeting shall be given in the same notice).

5.2 Method of giving notice:

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

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

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

(b) Advertised prominently on Ngāti Tamaoho's official website .

5.3 Content of notice to members:

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

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

5.4 Content of advertisement:

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

6. POSTAL VOTING

6.1 Other details to accompany vote:

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

6.2 Timing of Postal Votes:

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

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

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

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1 Appointment of Chief Returning Officer:

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

7.2 Chief Returning Officer to receive voting forms:

Voting forms must be addressed to the Chief Returning Officer.

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

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

7.4 Only one vote to be cast:

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

7.5 Recording of votes:

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

8. COUNTING OF VOTES

8.1 All votes to be counted:

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

8.2 Certification and notifying result:

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

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

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