

**NGĀTI MĀKINO**  
**and**  
**NGĀTI MĀKINO IWI AUTHORITY**  
**and**  
**THE CROWN**

---


**DEED OF SETTLEMENT:**  
**ATTACHMENTS**

---

*AS* NB

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 NB

ATTACHMENTS

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1 AREA OF INTEREST

 NB





As NB

ATTACHMENTS

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2 DEED PLANS

  
NB



**Vest Fee Simple**



Matawhaura 3

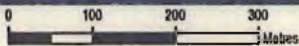
PI Lot 2  
DP 11082

PI Rotōiti 6 & 7 A Blks

Sec 2

Lot 4  
DPS 11099

32,5266 hectares, more or less,  
being Pt Rotōiti 6 and 7A Blocks.



Approximate scale  
Aerial photography flown 2006

**OTS-275-01**



**South Auckland Land District  
Territorial Authority:  
Rotorua District Council**

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Council does not accept any responsibility for the  
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It is the responsibility of the recipient to make such  
checks as the recipient considers appropriate to  
ensure accuracy.

**Matawhaura**

**Areas referred to in the deed of settlement between  
Ngāi Māhino and the Crown**

Approved as to boundaries:

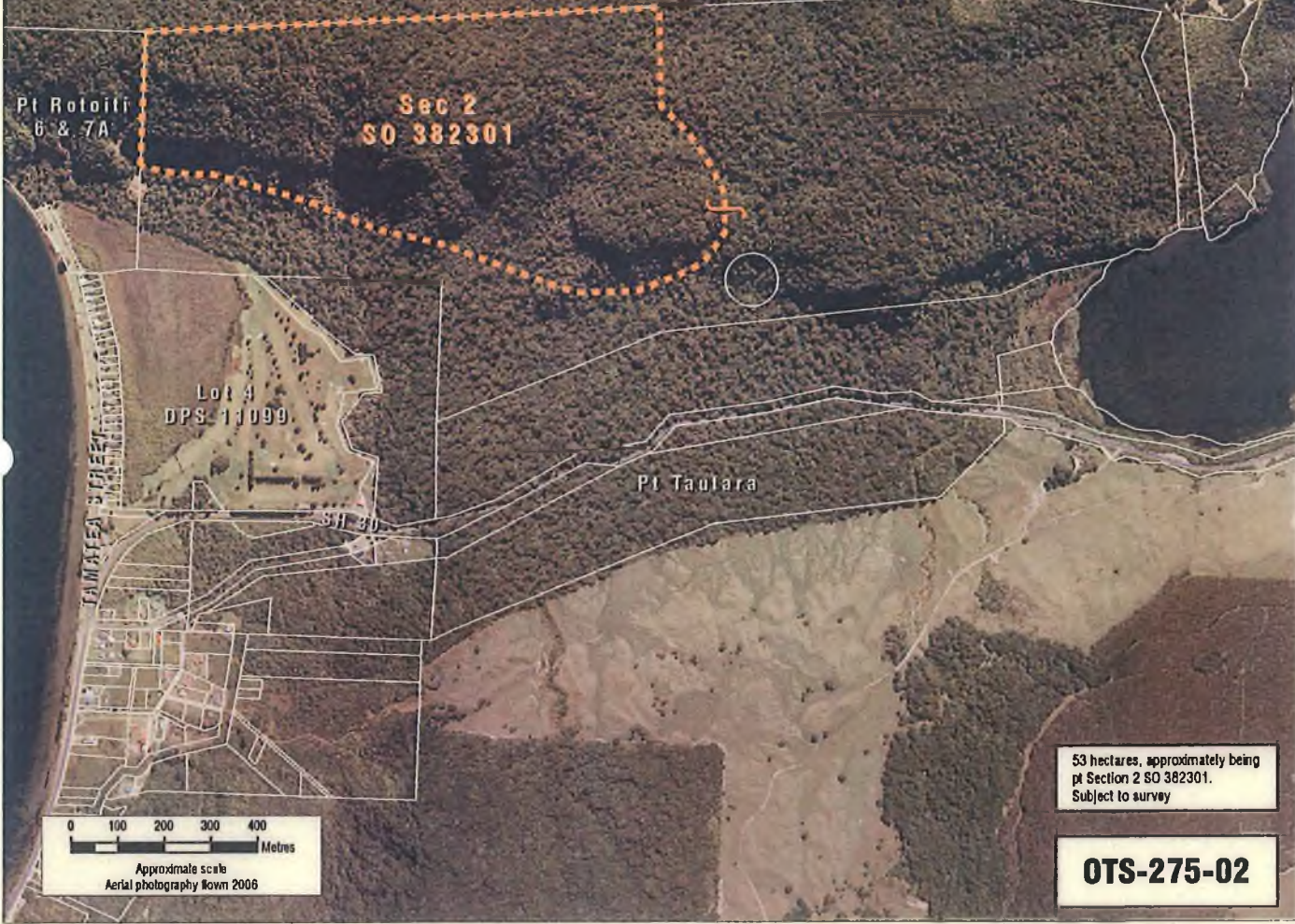
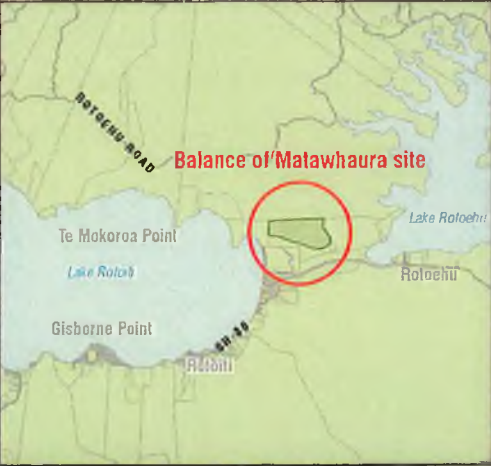
.....  
for Ngāi Māhino

.....  
for and on behalf of the Crown

*[Handwritten signatures]*



**Vest Fee Simple**



53 hectares, approximately being  
pt Section 2 SO 382301.  
Subject to survey

**OTS-275-02**

**South Auckland Land District  
Territorial Authority:  
Rotorua District Council**

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ensure accuracy.

**Balance of Matawhaura site**

**Areas referred to in the deed of settlement between  
Ngāti Māhino and the Crown**

Approved as to boundaries:

.....  
for Ngāti Māhino

.....  
for and on behalf of the Crown

*[Handwritten signature]* NB



**Vest Fee Simple**



Lot 1  
DPS 57554

Pt Secs  
1 & 4

Lot 1  
DPS 57547

Lot 1  
DPS 57551

1.0136 hectares, more or less,  
being Pt Secs 1 and 4  
Block X Wahi South Survey District  
Subject to survey.

0 50 100  
Metres  
Approximate scale  
Aerial photography flown 2002

**OTS-275-03**



**South Auckland Land District  
Territorial Authority:  
Western Bay of Plenty  
District Council**  
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ensure accuracy.

**Otari Pā**

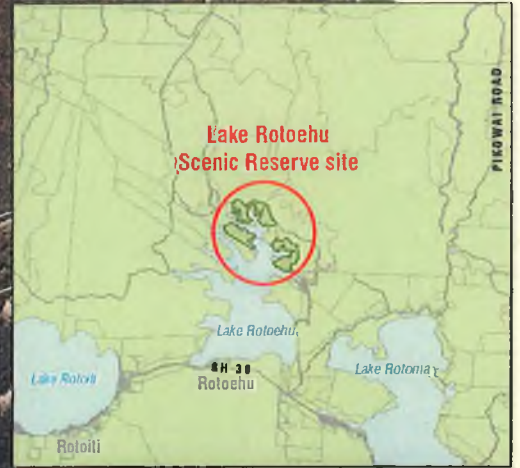
**Areas referred to in the deed of settlement between  
Ngāti Māhino and the Crown**

Approved as to boundaries:  
.....  
for Ngāti Māhino  
.....  
for and on behalf of the Crown

*[Handwritten signature]* NB



Vest Fee Simple



132,0810 hectares approximately, being Sections 20, 27, 28, 29, 30, 31, 32, 33 Block VI Rotoma Survey District, Sections 1, 3, 5, 6, 7, 8 SO 47354, Sections 3 and 5 SO 47355, Section 1 and 2 SO 47356.

**OTS-275-04**



**South Auckland Land District  
Territorial Authority:  
Rotorua District Council**

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The accompanying material has been referred to the Surveyor General's Office and the Council of Rotorua District Council. Council does not accept any responsibility for the title and any other accuracy of the material. It is the responsibility of the applicant to make such checks as the relevant conditions apply to survey accuracy.

**Lake Rotoehu Scenic Reserve site**

**Areas referred to in the deed of settlement between  
Ngāi Māhino and the Crown**

Approved as to boundaries:

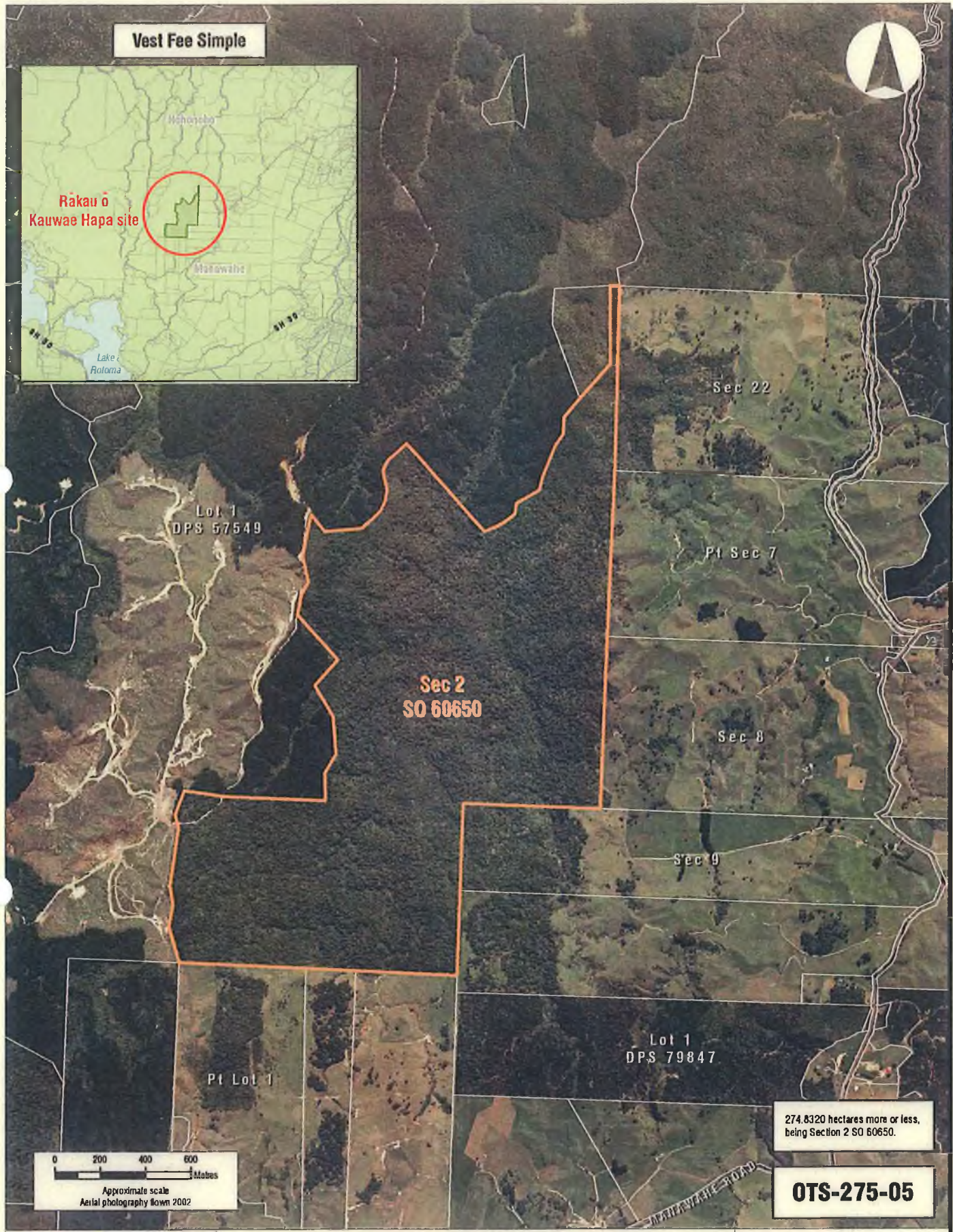
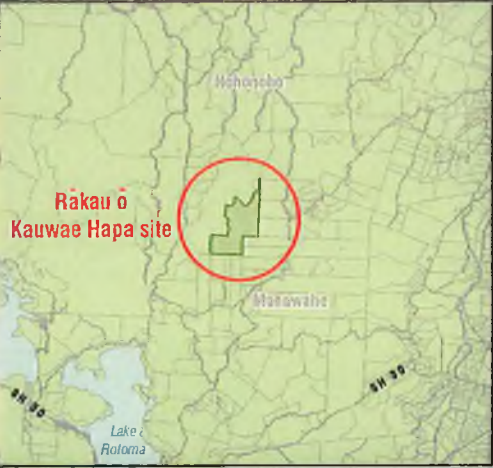
.....  
for Ngāi Māhino

.....  
for and on behalf of the Crown

*Handwritten signatures and initials: AA and NB*

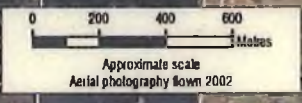


**Vest Fee Simple**



274,8320 hectares more or less, being Section 2 SO 60650.

**OTS-275-05**



**South Auckland Land District  
Territorial Authority:  
Whakatane District Council**

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latter and copyright accuracy of the material  
is in the responsibility of the person to make such  
checks as the recipient considers appropriate to  
ensure accuracy.

**Rākau ō Kauwae Hapa site**

**Areas referred to in the deed of settlement between  
Ngāi Māhino and the Crown**

Approved as to boundaries:

.....  
for Ngāi Māhino

.....  
for and on behalf of the Crown

*to NB*



Vest Fee Simple



Lot 1  
DPS 57547



Sec 3

A

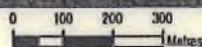
Lot 1  
DPS 57551

B

Sec 1  
SO 60652

Lot 1  
DPS 57545

202 hectares approximately,  
being part of Section 1 SO 60652.  
Subject to survey.



Approximate scale  
Aerial photography flown 2006

**OTS-275-06**



South Auckland Land District  
Territorial Authority:  
Western Bay of Plenty  
District Council

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It is the responsibility of the applicant to make such  
checks as the applicant considers appropriate to  
ensure accuracy.

### Te Kōhanga site

Areas referred to in the deed of settlement between  
Ngāti Māhino and the Crown

Approved as to boundaries:

.....  
for Ngāti Māhino

.....  
for and on behalf of the Crown

*Handwritten signatures and initials, including 'NB'.*



Vest Fee Simple



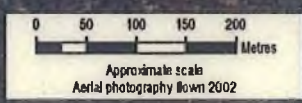
Sec 3

Sec 1

Lot 1  
DPS 57545

3 hectares approximately,  
being pt Section 1 SO 60652.  
Subject to survey.

**OTS-275-07**



**South Auckland Land District  
Territorial Authority:  
Western Bay of Plenty  
District Council**  
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checks as the recipient considers appropriate to  
ensure accuracy.

### Rotoehu Forest Central Wananga site

Areas referred to in the deed of settlement between  
Ngāti Māhino and the Crown

Approved as to boundaries:  
.....  
for Ngāti Māhino  
.....  
for and on behalf of the Crown

*Handwritten signature and initials NB*



Vest Fee Simple

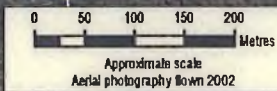
Lot 1  
DPS 57547



Sec 3

Sec 1  
SO 60652

23 hectares approximately,  
being part of Section 1 SO 60652.  
Subject to survey



**OTS-275-08**



South Auckland Land District  
Territorial Authority:  
Western Bay of Plenty  
District Council

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The responsibility for the accuracy of the information shown on this map is the responsibility of the person or persons who prepared the map. The District Council does not accept any responsibility for the accuracy of the information shown on this map.

### Ngā Pōrotai-o-Waitaha-a-Hei site

Areas referred to in the deed of settlement between  
Ngāi Māhino and the Crown

Approved as to boundaries:

.....  
for Ngāi Māhino

.....  
for and on behalf of the Crown

*Handwritten signatures and initials: A and MB*





Lot 1  
DPS 57547

Waiwaka River

Vest Fee Simple



Lot 1  
DPS 53629



Lot 1  
DPS 57551

0.2093 hectares, more or less,  
being Tahunaroa 383 on ML 22157.

**OTS-275-09**

0 50 100  
Metres  
Approximate scale:  
Aerial photography flown 2006



**South Auckland Land District  
Territorial Authority,  
Western Bay of Plenty  
District Council**

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in the accompanying schedule or for any such  
errors as the recipient considers appropriate to  
correct.

**Moutoroī Pā site**

**Areas referred to in the deed of settlement between  
Ngāti Māhino and the Crown**

Approved as to boundaries:

.....  
for Ngāti Māhino

.....  
for and on behalf of the Crown

*[Handwritten signature]* NB



**Statutory Acknowledgement and Deed of Recognition**



**Part Lake Rotomā Scenic Reserve site**



**OTS-275-10**



**South Auckland  
Land District  
Territorial Authority:  
Rotorua  
District Council**

The accompanying material has been released by the Rotorua District Council. The Council does not accept any responsibility for the truth and ongoing accuracy of the material. It is the responsibility of the recipient to make such checks as the recipient considers appropriate to ensure accuracy.

**Part Lake Rotomā Scenic Reserve site**

**Areas referred to in the deed of settlement between  
Ngāti Mākiro and the Crown**

Approved as to boundaries:

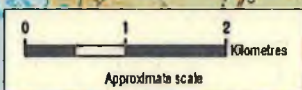
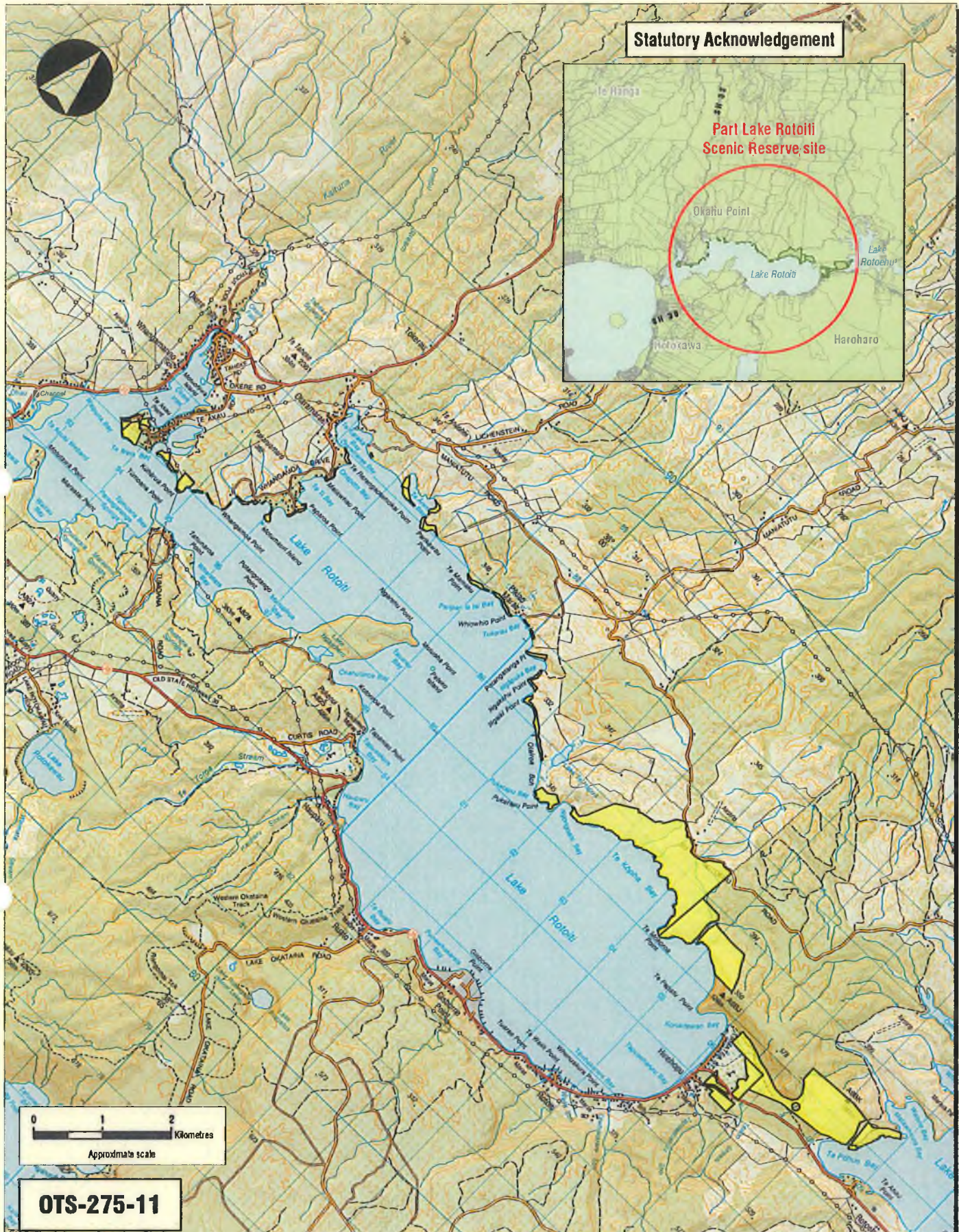
.....  
for Ngāti Mākiro

.....  
for and on behalf of the Crown

*[Handwritten signature]* NB



**Statutory Acknowledgement**



**OTS-275-11**



**South Auckland  
Land District  
Territorial Authority:  
Rotorua  
District Council**

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**Part Lake Rotoiti Scenic Reserve site**

**Areas referred to in the deed of settlement between  
Ngāti Māhino and the Crown**

Approved as to boundaries:

.....  
for Ngāti Māhino

.....  
for and on behalf of the Crown

*[Handwritten signature]* NB





Covenant area to be uplifted

Lot 1  
DPS 57554

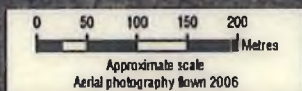
Waikahanui Stream



Lot 1  
DPS 53629

Lot 1  
DPS 57551

15 hectares, approximately, being parts of Lot 1 DPS 53629 and Lot 1 DPS 57551, and being part of the Waikahanui Stream Covenant Area. Subject to survey.



**OTS-275-12**



**South Auckland Land District  
Territorial Authority:  
Western Bay of Plenty  
District Council**

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checks as the relevant authorities require to  
ensure accuracy.

### Moutoroī site

Areas referred to in the deed of settlement between  
Ngāti Māhino and the Crown

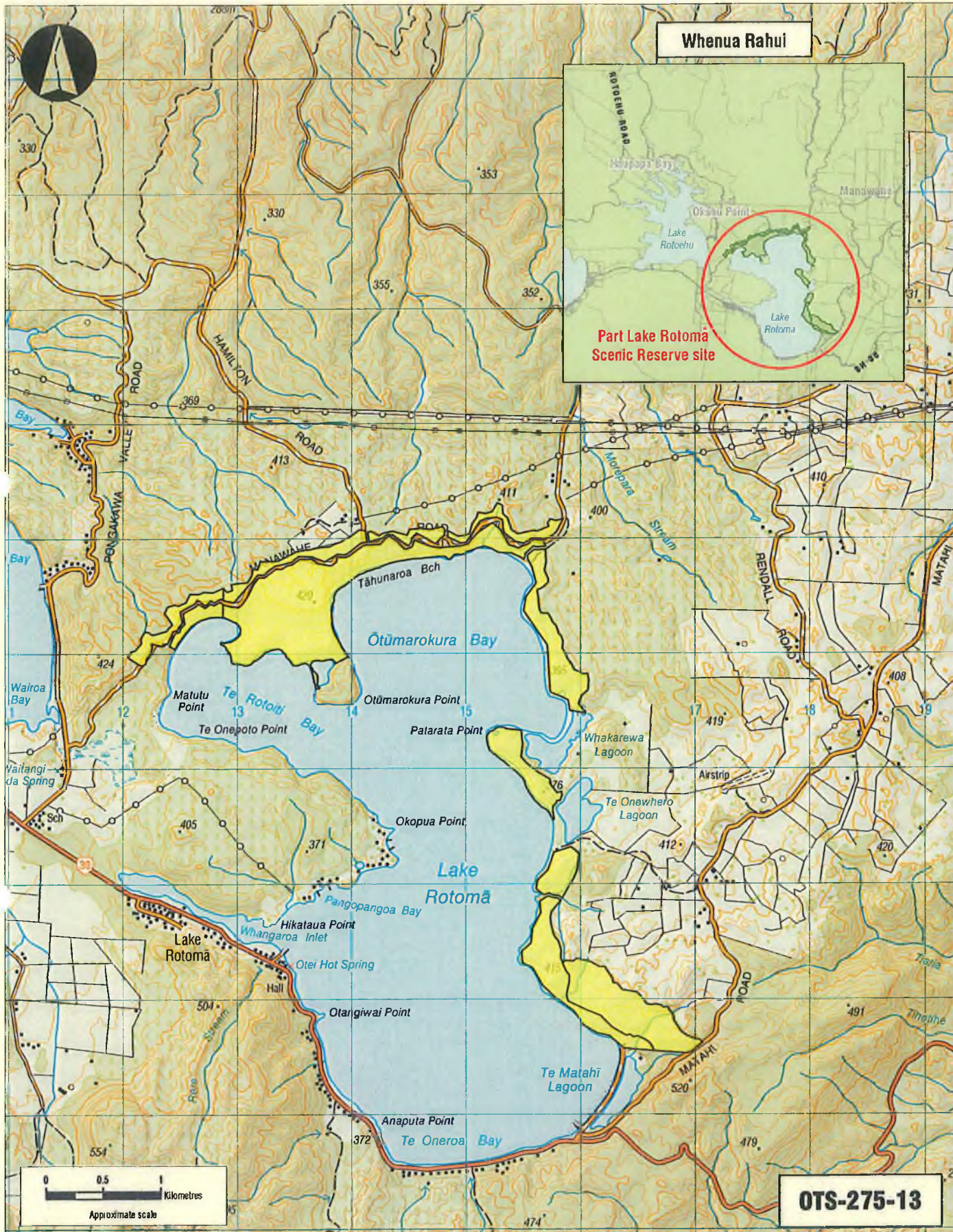
Approved as to boundaries:

.....  
for Ngāti Māhino

.....  
for and on behalf of the Crown

*Handwritten signature and initials*





Whenua Rahui



Part Lake Rotomā Scenic Reserve site

OTS-275-13



South Auckland  
Land District  
Territorial Authority:  
Rotorua  
District Council

The accompanying material has been referred to by the Registrar-General of Land. Council does not accept any responsibility for the validity and ongoing accuracy of the material. It is the responsibility of the applicant to make such checks as the relevant conditions applicable to ensure accuracy.

**Part Lake Rotomā Scenic Reserve site**

Areas referred to in the deed of settlement between  
Ngāti Māhino and the Crown

Approved as to boundaries:

.....  
for Ngāti Māhino

.....  
for and on behalf of the Crown

*Handwritten signature and initials NB*



ATTACHMENTS

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**3 DEED OF ENDOWMENT (MARAE AND SOCIAL ENDOWMENTS)**

*AS* NB



ATTACHMENTS

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3 DEED OF ENDOWMENT

Dated *16 December 2008* 2008

NGĀTI MĀKINO HERITAGE TRUST

and

HER MAJESTY THE QUEEN  
in right of New Zealand

**DEED OF ENDOWMENT ON  
SEPARATE SPECIFIC TRUST**

 NB



## ATTACHMENTS

### 3 DEED OF ENDOWMENT

Date: December 2008

#### PARTIES

Ngāti Mākinō Heritage Trust (the "Trust")

Her Majesty the Queen in right of New Zealand (the "Crown")

#### BACKGROUND

- A. Under an Agreement in Principle for the Settlement of the Historical Claims of Ngāti Mākinō dated 16 October 2008 (the "Agreement") the Crown agreed to settle upon the Trust:
1. the sum of \$1,000,000 for the purpose of restoring and revitalising six marae in the Ngāti Mākinō rohe (for the benefit of all Ngāti Mākinō) (the "Marae Endowment"); and
  2. the sum of \$500,000 for the purpose of identifying and remedying the social service needs of Ngāti Mākinō (the "Social Endowment");
- (together the "Endowments").
- B. The particular terms of each Endowment are as set out in the Agreement and reflected in this deed.
- C. It was a condition of the Agreement, before the Crown settle the Endowments, that the Trust register with the Charities Commission as a charitable entity. The Trust is now registered with the Charities Commission.
- D. Each Endowment is to be settled on the Trust and is to be held by it on separate specific trust, but otherwise in accordance with the terms of the trust deed for the Trust.
- E. The parties have agreed to enter into this deed to confirm the separate specific trusts on which the Endowments are made.

#### TERMS OF THIS DEED

1. The Trustees agree to accept the Endowments in accordance with the Agreement and to hold the Endowments once received on separate specific trust on the terms set out in the Agreement and reflected in this deed.

##### Marae Endowment

2. The Trustees agree to receive and hold the Marae Endowment, together with the income thereon, on separate specific trust (but otherwise in accordance with the terms of the Trust) for the following purposes:

*To restore and revitalise six marae in the Ngāti Mākinō rohe (for the benefit of Ngāti Mākinō), they being:*

- a) Otamarakau;
- b) Tapuaēharuru;

Handwritten signatures and initials in blue ink at the bottom right of the page.



## ATTACHMENTS

### 3 DEED OF ENDOWMENT

- c) *Pukehina;*
- d) *Houmaitawhiti;*
- e) *Hinekura; and*
- f) *Te Awhe.*

#### **Social Endowment**

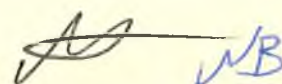
3. The Trustees agree to receive and hold the Social Endowment, together with the income thereon, on separate specific trust (but otherwise in accordance with the terms of the Trust) for the following purpose:

*To identify and remedy the social services needs of Ngāti Mākino.*

4. Without limiting the generality of the foregoing, the Trustees agree that, to achieve the purpose referred to in clause 3 of this deed, the Trust may (without limitation) apply the Social Endowment, together with the income thereon, to employ a Whole of Government Facilitator, to:
- 4.1 co-ordinate Ngāti Mākino's participation in any assessment of the priorities and strengths and gaps in the delivery of social services to Ngāti Mākino;
  - 4.2 facilitate Ngāti Mākino's interactions with government agencies generally; and
  - 4.3 seek targeted funding assistance for priority social service needs on behalf of Ngāti Mākino.

#### **General Matters**

5. The Trustees in accepting the Endowments must keep each Endowment and any income derived from that particular Endowment separate from the general assets of the Trust Fund (and separate from each other), and administer each Endowment as a separate specific trust.
6. The Trustees shall not use the assets of either Endowment to make good any deficit, loss, damage or breach of trust relating to the general assets of the Trust Fund (or to each other) or any other separate specific trust. Similarly, the Trustees shall not use the general assets of the Trust Fund to make good any deficit, loss, damage or breach of trust relating to the particular Endowment.
7. The Endowments shall each bear their own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the general purposes of the Trust.
8. On the winding up of the Trust, any funds which comprise Endowment funds and any income derived from the Endowments (after the payments of all costs, debts and liabilities properly attributable to each Endowment) shall be paid, applied or appropriated to some other charitable organisation or organisations that further the interests of Ngāti Mākino such similar charitable purposes as the separate specific trusts on which the Endowments are held under this deed.

Handwritten signature and initials, possibly 'AS' and 'NB', in blue ink.



ATTACHMENTS

3 DEED OF ENDOWMENT

EXECUTED as a DEED for and on behalf )  
of the CROWN )

P. J. Finlayson  
Signature

Hon Christopher Finlayson, Minister of  
Treaty of Waitangi Negotiations

In the presence of

[Signature]  
Witness signature

JOHN HARBORD  
Full name

129 Glenmore St, Wellington  
Address

Ministerial Advisor  
Occupation

EXECUTED as a DEED under the name )  
and seal of the NGĀTI MĀKINO )  
HERITAGE TRUST )



[Signature]  
Signature

In the presence of

[Signature]  
Witness signature

JIMI McLEAN  
Full name

12 TIRITA STR ROTORUA  
Address

PROJECT MANAGER.  
Occupation

[Signature]  
Signature

[Signature] NB



4 ŌTAMARĀKAU SCHOOL HOUSE SITE



*NB*



ATTACHMENTS

**5 RFR LAND**

Land Holding Agency	Property Name	Legal Description
Department of Conservation	Part Lake Rotoiti Scenic Reserve	337 hectares, approximately, being Taheke Papakainga, Lot 6 DPS 31392, Section 1 SO 56544, Kuharua 1B Block, Rotoiti 3H Block Rotoiti 3I Block, Rotoiti 3J Block, Part Rotoiti 3G Block, Parts Rotoiti 1 Block, Parts Rotoiti 2 Block, Parts Rotoiti 3W Block, Parts Rotoiti 4 Block, Parts Rotoiti 5A Block, Parts Rotoiti 5B Block, Parts Rotoiti 6 and 7A Blocks, Part Tautara Block, Parts Kuharua Block, Parts Lot 2 DP 11082 and Part Section 2 SO 382301. All Computer Freehold Register SA40D/355 all <i>Gazette</i> 1984 page 657 and part <i>Gazette</i> 1980 page 2707.
Department of Conservation	Part Lake Rotoma Scenic Reserve	256 hectares, approximately, being Rotoiti 10A, Section 16 Block VI Rotoma Survey District, Section 15 Block VII Rotoma Survey District, Section 1 and 12 and Part Sections 6 and 16 Block XI Rotoma Survey District. Subject to survey. All <i>Gazette</i> 1964 page 2262 and part <i>Gazette</i> 1981 page 2795.
Department of Conservation	Carrie Gibbons Scenic Reserve	19.3600 hectares, more or less, being Lot 1 DPS 27487. All H304708.3.
Department of Conservation	Rotoehu Forest West	57.4800 hectares, more or less, being Lots 2 and 3 DPS 57544. All Computer Freehold Register


*Handwritten signature* NB



ATTACHMENTS

5: RFR LAND

		SA58A/545.
Department of Conservation	Part Rotoehu Conservation Forest	2794 hectares, approximately, being Section 1 SO 60650, Sections 1, 2, 3 and 4 SO 60651, Part Section 1 SO 60652 and Parts Section 5 Block V Rotoma Survey District.

  
NB



ATTACHMENTS

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6 DEED OF TRUST OF NGĀTI MĀKINO IWI AUTHORITY

 NB





**DEED OF TRUST  
OF  
NGATI MAKINO IWI AUTHORITY**

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*DT*



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2  
BT



## NGATI MAKINO IWI AUTHORITY TRUST DEED

Executed as a deed on the                      day of                      2011

### CONTEXT

The execution of this Deed marks a significant step in a long and arduous settlement journey for Ngati Makino and the Crown have acknowledged its violations of the Treaty of Waitangi, its principles and its spirit, and its denigration of Te Mana Motuhake o Ngati Makino.

In these regards, the Ngati Makino Iwi Authority is created with a vision to revitalise Te Rangatiratanga o Ngati Makino and build a foundation for the future prosperity of the Ngati Makino peoples.

3  
BT



## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

**“Adult Member of Ngati Makino”** means a Member of Ngati Makino who is 18 years of age or older;

**“Adult Registered Member of Ngati Makino”** means an Adult Member of Ngati Makino identified on the Ngati Makino Register;

**“Annual Plan”** means the annual plan of Ngati Makino Iwi Authority which is prepared in accordance with *clause 9.1*;

**“Annual Report”** means the annual report of the Ngati Makino Group which is prepared by Ngati Makino Iwi Authority in accordance with *clause 10.1*;

**“Asset Company”** means the Company that Ngati Makino Iwi Authority will establish pursuant to *clause 6* to undertake Commercial Activities;

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

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

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

**“Chief Returning Officer”** means as the context requires:

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

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

**“Consolidated Financial Statements”** means the consolidated financial statements of the Ngati Makino Group prepared by Ngati Makino Iwi Authority in accordance with *clause 10.1*;

**“Custodian Trustee”** means the custodian trustee that may be appointed or incorporated in accordance with *clause 25*;

**“Deed of Settlement”** means the deed between representatives of Ngati Makino and the Crown recording the settlement of the Ngati Makino Claims;

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

**“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 Ngati Makino Iwi Authority prepared in accordance with *clause 9.2*;

**“General Manager”** means the General Manager of Ngati Makino Iwi Authority appointed in accordance with *clause 5.1*;

**“Holding Company”** means the Company that Ngati Makino Iwi Authority will establish to receive and hold certain assets for Ngati Makino Iwi Authority;

**“Huiturangiora”** means the Council of elders appointed by Ngati Makino Iwi Authority under *clause 4.1*;

**“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;

**“Major Transaction”** in relation to any member of the Ngati Makino 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 Ngati Makino Iwi Authority or any other member of the Ngati Makino Group); or
- (e) any acquisition or disposition of Property by that member from or to any other wholly owned member of the Ngati Makino Group.

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than one half of the value of Ngati Makino Iwi Authority'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 Ngati Makino Iwi Authority's Assets shall be calculated based on the value of the assets of the Ngati Makino Group;

**"Member of Ngati Makino"** means:

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

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

**"Nga Porotai o Waitaha"** means a committee formed in accordance with *clauses 31.4* and *31.5*;

**"Ngati Makino"** means: the collective group(s), composed of individuals that descend from a Ngati Makino Ancestor or Ancestors; and includes:

- (a) every individual who is descended from a Ngati Makino Ancestor or Ancestors; and
- (b) every individual who is recognised as Ngati Makino by customary adoption in accordance with Ngati Makino tikanga; and
- (c) any family, whanau, hapu or group of individuals, to the extent that the family, whanau, hapu or group includes individuals referred to in (a) and (b) of this definition;

**"Ngati Makino Ancestor"** means an individual who:

- (a) exercised Customary Rights by virtue of being descended from:
  - (i) Hei; and
  - (ii) Waitaha; and
  - (iii) Mākino II; and
- (b) exercised the customary rights within the area of interest at any time after 6 February 1840;

**"Ngati Makino Area of Interest"** means the Area of Interest of Ngati Makino as identified and defined in the Deed of Settlement;

**"Ngati Makino Claims"** means Ngati Makino historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngati Makino under the Treaty of Waitangi;

**"Ngati Makino Development Activities"** means any activity which is carried out in the pursuit of political, cultural and social development of Ngati Makino and Ngati Makino Members, and shall include without limitation:

- (a) the fostering and promotion of all aspects of and relating to Ngati Makino identity;



- (b) the provision of support and assistance to Members of Ngati Makino in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;
- (c) the development and enhancement of facilities for the benefit of Ngati Makino and Ngati Makino Members; and
- (d) the provision of funding to Members of Ngati Makino for the cultural and social development of Ngati Makino;

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

**“Ngati Makino Group”** means Ngati Makino Iwi Authority, the Asset Company, the Holding Company, the Ngati Makino Development Trust, their subsidiaries (if any) and any trust(s) (whether incorporated or not) under their control;

**“Ngati Makino Iwi Register”** means the register of Members of the Ngati Makino *iwi* that is to be maintained by Ngati Makino Iwi Authority in accordance with the First Schedule to this Trust Deed;

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

**“Provisional Vote”** means a vote cast pursuant to *rule 10.5* of the Second Schedule or *rule 8.3* of the Fourth Schedule, as the case may be;

**“Purposes”** means the objects and purposes set out in *clause 2.3*;

**“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 Ngati Makino who validly cast a vote in accordance with the process set out in the Fourth Schedule;

**“Strategic Plan”** means the Strategic Plan prepared by the Companies in accordance with *clause 11.1*;

**“Trust Assets”** or **“Ngati Makino Iwi Authority Assets”** means the trust fund of Ngati Makino Iwi Authority and shall include all assets received or otherwise owned or acquired from time to time by Ngati Makino Iwi Authority, 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 Ngati Makino Iwi Authority;

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

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

**“Voting Location”** means the place or places nominated by Ngati Makino Iwi Authority for the purposes of allowing the Adult Members of Ngati Makino to cast in person their vote on the election of a Trustee elected in accordance with the Second Schedule.

## **1.2 Interpretation**

In this Trust Deed, unless the context otherwise requires:

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

### **2.1 Trust Established**

The Trustees acknowledge that they hold the Ngati Makino Iwi Authority Assets upon the trusts and with the powers set out in this Trust Deed. The Trustees further acknowledge that the trust hereby created shall be known as Ngati Makino Iwi Authority.

### **2.2 Powers of Trust**

The Trustees, on behalf of Ngati Makino Iwi Authority, 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 Ngati Makino Iwi Authority Purposes.

### **2.3 Objects and Purposes of Ngati Makino Iwi Authority**

The purposes for which Ngati Makino Iwi Authority is established are to receive, manage and administer the Ngati Makino Iwi Authority Assets on behalf of and for the benefit of the present and future Ngati Makino Members in accordance with this Trust Deed for any purpose that is considered by Ngati Makino Iwi Authority to be beneficial to Ngati Makino.

### **2.4 Restriction on Major Transactions**

Notwithstanding *clause 2.3*, Ngati Makino Iwi Authority and any entity which is a member of the Ngati Makino 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 eight Trustees shall be:

Awhi Awhimate;

Te Ariki Morehu;

Hare Wiremu;

Laurence Tamati;

Heneri Ngatai;

Hilda Sykes;

Tohu Ripeka Te Whata; and

Neville Nepia.

### **3.2 Appointment in accordance with Second Schedule**

Subject to *clause 3.1* the Trustees of Ngati Makino Iwi Authority shall be appointed to office from time to time in accordance with the rules set out in the Second Schedule.

### **3.3 Trustees to Control Trust Affairs**

- (a) Subject to any requirements imposed by this Trust Deed, the Deed of Settlement, the Settlement Act and in accordance with law, the Trustees shall control and supervise the business and affairs of Ngati Makino Iwi Authority in such a manner as they, in their sole discretion, see fit; and

- (b) Notwithstanding subclause (a) the Trustees exercise of discretion will be limited to operational and core planning matters including the development of strategic vision and direction until the elections to be held at the first Annual General Meeting are concluded during the first year following settlement date.

### **3.4 Proceedings of Trustees**

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

### **3.5 Trustees Remuneration**

Trustees' remuneration must:

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

### **3.6 Trustee Expenses**

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

## **4. HUITERANGIORA**

### **4.1 Appointment of Huitierangiora**

Ngati Makino Iwi Authority may from time to time appoint Huitierangiora on such terms of appointment, and subject to such rules and regulations, meeting procedures and processes, as may be prescribed by Ngati Makino Iwi Authority from time to time. Ngati Makino Iwi Authority shall, when making appointments, take into consideration the desirability of Huitierangiora being broadly representative of Ngati Makino.

### **4.2 Role of Huitierangiora**

Huitierangiora will make determinations and give guidance on any issue of Ngati Makino tikanga, reo, korero and/or whakapapa that is referred to it by Ngati Makino Iwi Authority. These determinations will be definitive for the purposes of Ngati Makino and Ngati Makino Iwi Authority will take them into account in the achievement of its objectives and purposes.

### **4.3 Remuneration of Directors and Other Trustees**

Ngati Makino Iwi Authority shall determine the remuneration payable to any member of Huitierangiora.

## **5. GENERAL MANAGER AND OTHER EMPLOYEES**

### **5.1 Trust to Appoint General Manager**

Ngati Makino Iwi Authority shall appoint a General Manager to manage the day to day administration of Ngati Makino Iwi Authority including, without limitation, the implementation of the Ngati Makino Iwi Authority planning, reporting and monitoring obligations under this Trust Deed.



## **5.2 Delegations to General Manager**

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

## **5.3 Trustee Role**

A Trustee may not hold the position of General Manager nor be an employee of Ngati Makino Iwi Authority.

# **6. TRUST TO ESTABLISH COMPANIES AND TRUST**

## **6.1 Establishment of Companies and Trust**

In receiving, controlling, and supervising the use of the Ngati Makino Iwi Authority Assets on behalf of Ngati Makino, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, Ngati Makino Iwi Authority shall establish and oversee the operations of the Asset Company, the Holding Company and the Ngati Makino Development Trust.

## **6.2 Ownership and Control of the Companies**

The Asset Company and the Holding Company shall be separate and both will be 100% owned and controlled by Ngati Makino Iwi Authority.

## **6.3 Control of the Ngati Makino Development Trust**

Ngati Makino Iwi Authority shall have and retain the power to appoint and remove the trustees of the Ngati Makino Development Trust.

## **6.4 The Holding Company**

- (a) The Holding Company, once established, shall manage and administer such lands that the Ngati Makino Iwi Authority allocates to it. The Holding Company shall manage those lands on a prudent and commercial basis through either itself or through any subsidiary established for that purpose, on behalf of and for the benefit of Ngati Makino.
- (b) For the avoidance of doubt, any lands that are allocated to the Holding Company which were received pursuant to the Deed of Settlement and/or Settlement Act will be managed on a prudent and commercial basis through either itself or through any subsidiary established for that purpose, on behalf of and solely for the benefit of Ngati Makino.
- (c) *Clause 6.4* does not preclude the Trustees from transferring those lands described in the Deed of Settlement as the Balance of Matawhaura site to the joint entity referred to in clauses 5.18 and 5.19 of the Deed of Settlement.

## **6.5 The Asset Company**

The Asset Company, once established, shall manage Ngati Makino Iwi Authority'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 Ngati Makino Iwi Authority, either itself or through any subsidiary established for that purpose, on behalf of and solely for the benefit of Ngati Makino Iwi Authority.

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**6.6 Ngati Makino Development Trust**

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

**6.7 Trust to Monitor**

In giving effect to the Trust's Purposes, Ngati Makino Iwi Authority shall be responsible for monitoring and otherwise overseeing the activities of the Companies and the Ngati Makino Development Trust. Ngati Makino Iwi Authority shall also seek to achieve its objectives in such a way as to promote the combined performance of the Ngati Makino Group in accordance with their respective objectives and respective purposes of the Companies and Trust as set out in this Trust Deed.

**6.8 Assets held for Ngati Makino**

All assets held and income derived by any member of the Ngati Makino Group, including the Companies shall be held and derived for and on behalf of Ngati Makino Iwi Authority.

**6.9 Directors Responsible for Governance**

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

**6.10 Remuneration of Directors and Other Trustees**

Ngati Makino Iwi Authority shall determine the remuneration payable to any trustee or director of any member of the Ngati Makino Group

**6.11 No Influence in Determining Remuneration**

No Trustee receiving any remuneration referred to in *clause 6.10* 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 Companies and the trustees of the Ngati Makino Development Trust shall be appointed and removed by Ngati Makino Iwi Authority in a manner that is consistent with this Trust Deed. Where the membership of any Board becomes inconsistent with its description in this Deed, then the Iwi Authority will take all reasonable steps to ensure that the inconsistency is rectified within 6 months of it arising.

**7.2 Directors of the Asset Company and Holding Company**

There shall be not more than 8 and not less than 3 directors of any of the Companies. The majority of the Directors of any of the companies must be Ngati Makino Members.



**7.3 Trustees of the Ngati Makino Development Trust**

There shall be not more than 8 and not less than 3 trustees of the Ngati Makino Development Trust, the majority of which shall at all times be Ngati Makino Members.

**7.4 Appointments with regard to Skills and Expertise**

Directors of the Companies and Trustees of the Ngati Makino Development Trust shall only be appointed if they have the particular skills and expertise that are required of a member of the board to which the appointment relates and bearing in mind the activities that the Companies or the Ngati Makino Development Trust undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board.

**7.5 Rotation of Directors of the Companies**

Two of the directors of each of the Companies shall retire from office as at the date chosen for their respective annual general meetings in each year. The directors to retire shall be those who have been longest in office since their last appointment. However, in the case of directors who were last appointed on the same day, those to retire will be determined by agreement between those directors or, if agreement cannot be reached, by lot. Retiring directors will be eligible for reappointment.

**7.6 Rotation of Trustees of the Ngati Makino Development Trust**

Two of the trustees of the Ngati Makino Development Trust shall retire from office as at the date chosen for the annual general meeting of the Ngati Makino Development Trust in each year. The trustees to retire shall be those who have been longest in office since their last appointment. However, in the case of trustees who were last appointed on the same day, those to retire will be determined by agreement between those trustees or, if agreement cannot be reached, by lot. Retiring trustees will be eligible for reappointment.

**8. APPLICATION OF INCOME**

**8.1 Asset Company to Remit Funds to Ngati Makino Iwi Authority**

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

- (a) the Company's objectives and purposes set out in *clause 6.4* of this Trust Deed and the desirability of retaining and reinvesting income to meet those objectives and purposes;
- (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 Ngati Makino Iwi Authority to Make Payments to Ngati Makino Development Trust**

Ngati Makino Iwi Authority shall in each Income Year pay such portion of its income as it may determine to the Ngati Makino Development Trust. The Ngati Makino Development Trust shall apply all such income received by it towards the fulfilment of its objective and purpose as set out at *clause 6.6* of this Trust Deed.

### **8.3 Trustees May Apply Income as they see Fit**

Subject to any other requirements in this Trust Deed, Ngati Makino Iwi Authority 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 Companies) in any Income Year as Ngati Makino Iwi Authority in its sole discretion thinks fit for or towards the Trust's Purposes.

### **8.4 Payments Out of Income**

Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority in its discretion thinks fit, including:

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

### **8.5 Matters to Consider in Applying Income**

In making any decision as to the application of the income in any Income Year, Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority may not in the Income Year convert the entire income of Ngati Makino Iwi Authority into capital;
- (b) endeavour to act fairly in considering the present and future needs and interests of all Members of Ngati Makino.

### **8.6 Accumulation in Six Months Where Income Not Applied**

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

## **9. PLANS**

### **9.1 Ngati Makino Iwi Authority to Prepare Annual Plan**

Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority for the Ngati Makino Group;
- (b) the nature and scope of the activities proposed by Ngati Makino Iwi Authority for the Ngati Makino 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 Ngati Makino 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 Ngati Makino.

**9.2 Ngati Makino Iwi Authority to Prepare Five Year Plan**

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

**9.3 Initial Annual Plan and Five Year Plan**

In addition to the requirements in *clauses 9.1 and 9.2*, Ngati Makino Iwi Authority shall, within three months of establishment of Ngati Makino Iwi Authority, prepare and produce an Annual Plan and Five Year Plan that comply with the matters in *clauses 9.1 and 9.2*. Those plans shall have effect until such time as they are replaced by new plans as required in *clauses 9.1 and 9.2*.

**10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR**

**10.1 Preparation of Annual Report**

Ngati Makino Iwi Authority must, within five months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Ngati Makino 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 Ngati Makino Group for that Income Year. The financial statements shall include as a separate item details of any remuneration to any Trustee and details of any premiums paid in respect of Trustees' indemnity insurance.

**10.2 Audit of Financial Statements**

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

## **11. PLANS AND REPORTS OF THE COMPANIES AND DEVELOPMENT TRUST**

### **11.1 Companies and Ngati Makino Development Trust to Prepare Plans**

Ngati Makino Iwi Authority shall procure that the Companies and the Ngati Makino Development Trust will:

- (a) within three months of the establishment of the Companies and the Ngati Makino Development Trust respectively, prepare a Strategic Plan setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by Ngati Makino Iwi Authority, update the Strategic Plan 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 Companies and the Ngati Makino Development Trust respectively, prepare a five year plan which shall be updated not less than every two 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 Strategic Plan referred to in paragraph (a) of this clause;
- (d) no later than two months following the completion of the five year plan referred to in paragraph (c) of this clause, and thereafter no later than two 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 Strategic Plan;
- (e) in addition to any normal reporting requirements, within two calendar months after the completion of the first, second and third quarter of each Income Year send to the Trust reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as Ngati Makino Iwi Authority may require from time to time).

### **11.2 Ngati Makino Iwi Authority Approval Required**

Prior to being implemented, all Strategic Plans, five year plans and annual plans must be approved by Ngati Makino Iwi Authority. Such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust's Assets and the Ngati Makino Group, and having regard to the roles of the Companies and the Ngati Makino Development Trust as set out in this Deed. However, nothing in this clause shall allow Ngati Makino Iwi Authority to give directions beyond approving or not approving any plan or Strategic Plan or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the directors of the Companies, or the trustees of the Ngati Makino Development Trust, shall otherwise retain full discretion in respect of the implementation of the plans.

### **11.3 Reports by the Companies to Comply with Companies Act 1993**

Ngati Makino Iwi Authority shall procure that all annual reports by the Companies 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 Companies or any of its subsidiaries, or the classes of business in which that 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; and
- (c) the auditor's report of the financial statements (or group financial statements) of the Companies for that Income Year.

**11.4 Ngati Makino Development Trust to Meet Companies Act Standard**

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

**11.5 Report to Include Comparison Against Plans**

In addition to the matters set out in *clauses 11.3* and *11.4*, Ngati Makino Iwi Authority shall procure that all reports by the Companies and the Ngati Makino Development Trust include a comparison of their performance against both their respective annual plans for that Income Year and their medium and longer term planning objectives (as set out in the Five Year Plans and Strategic Plans).

**11.6 Protection of Sensitive Information**

For the avoidance of doubt, nothing in this *clause 11* limits or affects the rights of Ngati Makino Iwi Authority, as shareholder in the Companies, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual reports of the Companies where Ngati Makino Iwi Authority 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**

Ngati Makino Iwi Authority shall hold at its offices and make available for inspection by any Member of Ngati Makino 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 Strategic Plan;
- (f) the minute book kept in accordance with *clause 14.14* of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) their own personal details on the Register;
- (h) the current Trust Deed;

- (i) the current constitution of the Companies; and
- (j) the trust deed of the Ngati Makino Development Trust.

#### **12.2 Costs of Copying**

Any Member of Ngati Makino shall be entitled to obtain copies of this information. However Ngati Makino Iwi Authority shall also be entitled to recover at its discretion all reasonable copying or postage costs (if any).

### **13. NO DISCLOSURE OF SENSITIVE INFORMATION**

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

### **14. GENERAL MEETINGS**

#### **14.1 Ngati Makino Iwi Authority to Hold Annual General Meeting**

Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority, hold a general meeting for the Members of Ngati Makino, to be called its annual general meeting, and shall at that meeting:

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

#### **14.2 Approval of Trustees' Remuneration and Appointment of Auditor**

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 Ngati Makino 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.

The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngati Makino present at the annual general meeting.

#### **14.3 Notice of Annual General Meeting**

The Ngati Makino Iwi Authority shall give not less than twenty-eight (28) days notice of the holding of an annual general meeting, such notice to be:

- (a) by email, or if requested by the beneficiary by standard post; and
- (b) the Ngati Makino Iwi Authority website; and/or
- (c) by advertising in national and local newspapers.

All such notices shall contain:

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

#### **14.4 Notice of Special Meetings**

In addition to the annual general meeting of Ngati Makino Iwi Authority, Ngati Makino Iwi Authority shall convene a special general meeting of Ngati Makino Iwi Authority for the Members of Ngati Makino on the requisition of:

- (a) the Chairperson and Deputy Chairperson for the time being of Ngati Makino Iwi Authority; or
- (b) any three Trustees; or
- (c) 5% of Adult Registered Members of Ngati Makino.

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 Ngati Makino Iwi Authority setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. Ngati Makino Iwi Authority 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 Ngati Makino 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 Ngati Makino who attend the meeting, unanimously agree to waive the deficiency or irregularity.

#### **14.9 Quorum**

The quorum required for any annual or special general meeting of Ngati Makino Iwi Authority shall be thirty (30) Adult Registered Members of Ngati Makino present in person, and one or more Trustees present in person.

#### **14.10 Chairing of Meetings**

The Chairperson for the time being of Ngati Makino Iwi Authority 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 Ngati Makino 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 Ngati Makino 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 2.4, 14.1(e), 14.1(f), 14.2, 26.1, 27 and 28* and where Special Resolutions have been passed in accordance with the Fourth Schedule, Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority's Assets and carrying out Ngati Makino Iwi Authority's Purposes.

#### **14.12 Adjourned Meetings**

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

#### **14.13 Unruly Meetings**

If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason,



adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.

#### **14.14 Minutes**

Ngati Makino Iwi Authority 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 Trustee**

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

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by Ngati Makino Iwi Authority or any other member of the Ngati Makino 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.

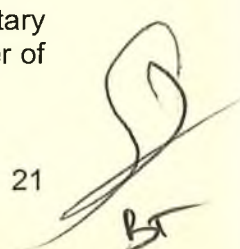
#### **15.2 Disclosure of Interest to Other Trustees**

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

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

#### **15.3 Recording of Interest**

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



**16. DEALINGS WITH "INTERESTED" TRUSTEES**

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

**17. PROHIBITION OF BENEFIT OR ADVANTAGE**

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

**18. DISCLOSURE OF TRUSTEE REMUNERATION ETC**

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

**19. ADVICE TO TRUSTEES**

**19.1 Ngati Makino Iwi Authority May Rely on Advice**

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

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

**19.2 Ngati Makino Iwi Authority May Obtain Legal Opinion**

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

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## **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 Trust Deed. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

## **21. INDEMNITY AND INSURANCE**

### **21.1 Indemnity and Insurance for Trustees**

Any Trustee, officer or employee of Ngati Makino Iwi Authority or of any other member of the Ngati Makino Group may be indemnified or have their insurance costs met out of Ngati Makino Iwi Authority'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 Ngati Makino Iwi Authority or the Ngati Makino Group, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of Ngati Makino Iwi Authority or any member of the Ngati Makino 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 Ngati Makino Iwi Authority on any separate specific trust, then any Trustee, officer or employee of Ngati Makino Iwi Authority 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. NGATI MAKINO IWI AUTHORITY 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 Ngati Makino Iwi Authority or any member of the Ngati Makino Group into disrepute.

### **22.2 Directors Not to Bring into Disrepute**

Ngati Makino Iwi Authority shall also require that any directors or trustees appointed by or at the direction of Ngati Makino Iwi Authority to any company (or as applicable) any trust in which Ngati Makino Iwi Authority has an interest, do not act in a manner which brings or is likely to bring Ngati Makino Iwi Authority or any member of the Ngati Makino Group into disrepute.

### **22.3 Trustee May Be Censured or Removed**

Any Trustee that acts in a manner that brings or is likely to bring into disrepute Ngati Makino Iwi Authority or any member of the Ngati Makino 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 Ngati Makino at the next Annual General Meeting of Ngati Makino Iwi Authority 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 three years following his or her removal.

### **22.6 Replacement of Trustee**

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

## **23. GIFTS OR DONATIONS**

### **23.1 Trust May Accept Specific Trusts**

Notwithstanding any other provision in this Trust Deed, Ngati Makino Iwi Authority may accept or otherwise deal with any property upon trust for the purposes of Ngati Makino Iwi Authority 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 Ngati Makino or any of them. Any property held by the Trust pursuant to this clause shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Trust Assets.

### **23.2 Specific Trusts to be Separate**

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

### **23.3 Use of Specific Trust Assets**

Ngati Makino Iwi Authority shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that Ngati Makino Iwi Authority may hold, and Ngati Makino Iwi Authority shall also not use its 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 Ngati Makino Iwi Authority) of the administration expenses applicable to Ngati Makino Iwi Authority.

## **24. RECEIPTS FOR PAYMENTS**

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



## 25. CUSTODIAN TRUSTEE

Ngati Makino Iwi Authority may appoint or incorporate a custodian trustee and on any such appointment or incorporation the following provisions shall have effect:

- (a) Assets of Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority under this Trust Deed shall remain vested in Ngati Makino Iwi Authority as fully and effectively as if there were no custodian trustee;
- (c) the sole function of the custodian trustee shall be to hold Ngati Makino Iwi Authority Assets and property, invest its funds and dispose of the assets in accordance with any direction in writing by Ngati Makino Iwi Authority for which purpose the custodian trustee shall execute all such documents and perform all such acts as Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority;
- (e) the custodian trustee shall not be liable for any act or default on the part of Ngati Makino Iwi Authority;
- (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 Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority or be affected by notice of the fact that Ngati Makino Iwi Authority has not concurred.

## 26. AMENDMENTS TO TRUST DEED

### 26.1 Special Resolution Required

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

### 26.2 Limitations on Amendment

No amendment shall be made to the Trust Deed which:

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

- (b) changes this *clause 26.2*;
- (c) changes *clause 28*;
- (d) changes the requirement for a Special Resolution (as defined from time to time) in *clause 26.1*; and
- (e) changes to membership and beneficiaries of the Ngati Makino Iwi Authority.

**26.3 Amendment to Make Definitions Consistent with Deed of Settlement and Settlement Legislation**

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

**26.4 Consideration of Proposals**

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

**26.5 Proposals to be Discarded**

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

**27. RESETTLEMENT**

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

**28. TERMINATION OF TRUST**

Subject to *clause 26.2*:

- (a) the trust established by this Trust Deed shall only be terminated or dissolved if the Adult Registered Members of Ngati Makino 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 Ngati Makino.

## **29. PERPETUITIES**

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

## **30. ARCHIVING OF RECORDS**

### **30.1 Records to be Held for Seven Years**

All minutes and other records of any proceedings of Ngati Makino Iwi Authority and any companies and other entities in the Ngati Makino Group shall be held by Ngati Makino Iwi Authority and those companies and other entities for a period of seven years.

### **30.2 Records to be Archived**

At the expiry of seven years, Ngati Makino Iwi Authority shall archive the records of Ngati Makino Iwi Authority and the companies and other entities in the Ngati Makino Group for such period as Ngati Makino Iwi Authority considers necessary.

### **30.3 Records May Be Retained for Longer**

Notwithstanding *clauses 30.1* and *30.2*, Ngati Makino Iwi Authority and any of the companies and other entities within the Ngati Makino 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 Ngati Makino Iwi Authority or entity to which the information relates.

## **31. DISPUTE RESOLUTION**

### **31.1 Disputes**

Disputes shall be referred in the first instance to Ngati Makino Iwi Authority.

### **31.2 Notice of Dispute**

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

### **31.3 Reference of Dispute**

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

**31.4 Nga Porotai o Waitaha to be Appointed as Required**

Nga Porotai o Waitaha shall not be a permanent Disputes Committee, and there shall not be one. Nga Porotai o Waitaha shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute, in question, and only after the expiry of the 30 day period referred to in *clause 31.3*.

**31.5 Appointment and Composition of Nga Porotai o Waitaha**

Nga Porotai o Waitaha shall comprise three members who shall be appointed by the Trust as follows:

- (a) one independent (non-Ngati Makino member nominated by the Chairperson from time to time, such member to be a barrister or solicitor of the High Court of New Zealand with 7 or more years experience, to act as the chair of Nga Porotai o Waitaha; and
- (b) two Members of Ngati Makino appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such members cannot also be Trustees or employees of the Trust.

**31.6 Role of Nga Porotai o Waitaha**

The role of a Nga Porotai o Waitaha shall be to facilitate and make findings and decisions on the disputes referred to it.

**31.7 Deliberations of Nga Porotai o Waitaha**

In dealing with any dispute, Nga Porotai o Waitaha 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 Nga Porotai o Waitaha shall be final and binding on the parties.

**31.8 Nga Porotai o Waitaha May Convene Hui**

In facilitating the resolution of any dispute, Nga Porotai o Waitaha may convene a general meeting of Ngati Makino in order to discuss the matters that are in dispute.

**31.9 Hui to Meet Notice Requirements**

Any general meeting called by Nga Porotai o Waitaha 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 Ngati Makino Iwi Authority as set out in this Trust Deed.

**31.10 Notification of Outcome**

Nga Porotai o Waitaha shall give its findings and decision, together with the reasons therefore, in writing to the Trust and any other party to the dispute.



**32. REVIEW OF TRUST DEED**

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

**SIGNED BY AWHI AWHIMATE** as an initial Trustee  
in the presence of:



Name: Awhi Awhimate Syles  
Occupation: Solicitor / Awhi ve Lan  
Address: 1115 Pukaki Street Rotorua

**SIGNED BY TE ARIKI MOREHU** as an initial Trustee  
in the presence of:

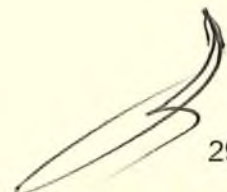


Name: Awhi Awhimate Syles  
Occupation: Solicitor / Awhi ve Lan  
Address: 1115 Pukaki Street Rotorua


**SIGNED BY HARE WIREMU** as an initial Trustee  
in the presence of:



Name: Awhi Awhimate Syles  
Occupation: Solicitor / Awhi ve Lan  
Address: 1115 Pukaki Street Rotorua




**SIGNED BY LAURENCE TAMATI** as an initial Trustee  
in the presence of:

Name: IAN L DICKSON 

Occupation: COMPANY DIRECTOR

Address: PO BOX 5620 WELLINGTON

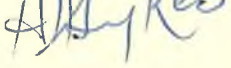
**SIGNED BY HENERI NGATAI** as an initial Trustee  
in the presence of:

Name: IAN L DICKSON 

Occupation: COMPANY DIRECTOR

Address: PO BOX 5620 WELLINGTON

**SIGNED BY HILDA SYKES** as an initial Trustee  
in the presence of:

Name: IAN L DICKSON 


Occupation: COMPANY DIRECTOR

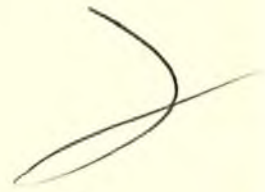
Address: PO BOX 5620 WELLINGTON

**SIGNED BY TOHU RIPEKA TE WHATA** as an initial Trustee  
in the presence of:

Name: IAN L DICKSON

Occupation: COMPANY DIRECTOR

Address: PO BOX 5620 WELLINGTON 





SIGNED BY NEVILLE NEPIA as an initial Trustee  
in the presence of:

*Neville, P. Nepia*

Name:

*Jason Pau*

Occupation:

*SOLICITOR*

Address:

*1115 PUKUKI ST*  
*ROTORUA*

## FIRST SCHEDULE - NGATI MAKINO IWI MEMBERSHIP REGISTER

### 1. TRUST TO KEEP REGISTER

#### 1.1 Trust to Maintain Register

Ngati Makino Iwi Authority shall administer and maintain the Ngati Makino Iwi Register which is a register of the Members of Ngati Makino Iwi.

#### 1.2 Register to Comply with this Schedule

The Ngati Makino Iwi 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 Ngati Makino Iwi Register shall record in it the full names, dates of birth and postal addresses of the Members of Ngati Makino.

#### 2.2 Beneficiary Registration Number

Ngati Makino Iwi Authority will allocate a beneficiary identification number to each Adult Registered Member of Ngati Makino on the Register. Ngati Makino Iwi Authority will immediately after allocation, notify the relevant Adult Registered Member of Ngati Makino of his or her beneficiary identification number.

### 3. APPLICATIONS FOR REGISTRATION

#### 3.1 Form of Applications

All applications for registration as a Member of Ngati Makino must be made in writing to Ngati Makino Iwi Authority in the form approved by the Trustees from time to time by Ngati Makino Iwi Authority. 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 Ngati Makino;
- (c) such evidence as Ngati Makino Iwi Authority may from time to time require as to that applicant's status as a Member of Ngati Makino.

#### 3.2 Applications to be Made By

An application for registration as a Member of Ngati Makino may be made by:

- (a) Members of Ngati Makino who are 18 years of age or older, on their own behalf or by their legal guardian;
- (b) other Members of Ngati Makino 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**

Ngati Makino Iwi Authority 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 Ngati Makino Iwi Register of that person's membership of Ngati Makino.

##### **4.2 Composition of Membership Validation Committee**

The Membership Validation Committee shall comprise not less than three (3) and not more than five (5) members of Ngati Makino, appointed by Ngati Makino Iwi Authority from time to time, with the expertise and knowledge of Ngati Makino whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngati Makino 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 Ngati Makino Iwi Authority 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 Ngati Makino.

##### **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 Ngati Makino Iwi Authority, which shall in turn notify the applicant and enter the applicant's name and other relevant details (including beneficiary identification number in accordance with rule 2.2) in the appropriate part of the Ngati Makino Iwi 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 Ngati Makino Iwi Authority together with the reasons for the decision. Ngati Makino Iwi Authority shall then notify the applicant in writing of the decision together with the reasons given for the decision.

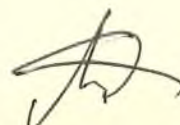
##### **4.7 Unsuccessful Applicant May Re-apply**

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 Ngati Makino.

#### **5. MAINTENANCE OF REGISTER**

##### **5.1 Trust to Establish Policies**

Ngati Makino Iwi Authority shall take such steps and institute such policies as are necessary to ensure that the Ngati Makino Iwi Register is maintained in a condition



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that is as up to date, accurate and complete as possible in recording the Members of Ngati Makino.

**5.2 Assistance in Identifying Membership**

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

**5.3 Responsibility of Members of Ngati Makino**

Notwithstanding *rule 1.1* of this Schedule, it shall be the responsibility of each person who is a Member of Ngati Makino (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 Ngati Makino Iwi Register and that his or her full postal address for the time being is provided and updated.

**5.4 Consequences of Registration**

Registration of any person on the Ngati Makino Iwi Register as a Member of Ngati Makino shall be conclusive evidence of that person's status as a Member of Ngati Makino.





## 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 Ngati Makino Iwi Register as an Adult Registered Member of Ngati Makino, and be eligible in accordance with *rule 6.7*.

#### 2.2 Trustees Roles

A Trustee of Ngati Makino Iwi Authority may not hold the position of General Manager nor be an employee of any entity or trust in the Ngati Makino Group.

#### 2.3 Trustees May Not be Directors or Trustees

A Trustee of Ngati Makino Iwi Authority may be a director of any Ngati Makino Group company or a trustee of any trust in the Ngati Makino Group.

#### 2.4 Number of Trustees to be Limited

There shall be no more than eight (8) Trustees.

### 3. ELECTION OF TRUSTEES

#### 3.1. Election of Trustees

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

### 4. TERM OF OFFICE

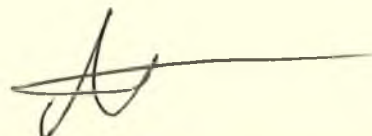
#### 4.1 Term of Office

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

#### 4.2 Retirement and Rotation of Initial Trustees

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

- (a) as at the date of the annual general meeting of Ngati Makino Iwi Authority in the first Income Year following the Settlement Date, three of the initial Trustees shall retire and an election shall be held for four (4) Trustee positions;



- (b) as at the date of the annual general meeting of Ngati Makino Iwi Authority in the second Income Year following the Settlement Date, a further four (4) of the initial Trustees, shall retire and an election shall be held for two 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 Following Retirement of Initial Trustees**

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

**4.5 Eligibility of Retiring Trustees**

Retiring Trustees shall be eligible for re-election.

**4.6 Casual Vacancies**

Should:

- (a) there be no person elected to replace a Trustee following that Trustee's retirement; or
- (b) any casual vacancy arise prior to the expiry of any Trustee's term of office; and
- (c) the term to run for that vacant position in either 4.6(a) and 4.6(b) exceeds six (6) months;

then that vacancy shall be filled by the holding of a further election in accordance with this Schedule.

**4.7 Term of Casual Appointments**

In the case of an appointment made pursuant to *rule 4.6* of this Schedule, the Trustee thereby appointed shall, as the case may be, hold office:

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





## **5. TIMING OF ELECTIONS**

- 5.1** The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under *rule 4.6* or 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 Ngati Makino Iwi Authority in that Income Year.

## **6. MAKING OF NOMINATIONS**

### **6.1 Calling for Nominations**

Ngati Makino Iwi Authority shall give notice calling for nominations for those Trustee positions for which elections are required at least three (3) months before the annual general meeting of Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority or such other person as the notice directs.

### **6.2 Timing for Nominations**

All nominations must be lodged with Ngati Makino Iwi Authority 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 Ngati Makino shown on the Ngati Makino Iwi Register as entitled to vote at the election of trustees (being an Adult Registered Member of Ngati Makino who is recorded on the Ngati Makino Iwi Register) and to any other Member of Ngati Makino 18 years of age or older who has made a written request for a notice. If notice sent to an electronic address fails, and Ngati Makino Iwi Authority is aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) by newspaper advertisement published on at least two separate days and inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where Ngati Makino Iwi Authority considers that a significant number of Members of Ngati Makino reside; and
- (c) by such other means as Ngati Makino Iwi Authority 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 Ngati Makino Iwi Register, and shall set out the date upon which a registration must be received for the applicant, if successful, to be eligible to vote in the notified election, being the same date as that fixed as the latest date for making and lodging nominations.

### **6.5 Nomination to be in Writing**

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

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## **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 Ngati Makino Iwi Authority, withdraw his or her nomination.

## **6.7 Eligibility for Nomination**

Notwithstanding the forgoing rules of this Schedule, an Adult Registered Member of Ngati Makino 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) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988;
- (e) has within the last three (3) years been removed from the office of Trustee in accordance with *clause 22.3* of this Trust Deed.

## **7. HOLDING OF ELECTIONS**

### **7.1 Mode of Voting at Elections**

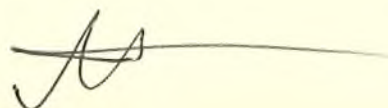
Subject to *rule 7.3* of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be delivered to the Chief Returning Officer by post or by electronic form where available or at a Wahi Pooti. A Wahi Pooti may, to the extent notified in any advertisement issued in accordance with *rule 7.2* of this Schedule, receive voting forms in respect of the election of Trustees. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

### **7.2 Places Where Votes can be Received [Wahi Pooti]**

Subject to *rule 7.3* of this Schedule the places where Votes can be received shall be advertised on the Ngati Makino Website and/or in the newspaper or newspapers circulating in the area where the Wahi Pooti is located. Such an advertisement must be run at least 20 Business Days prior to the date of the Wahi Pooti. The Wahi Pooti shall receive votes up until 5pm on the closing date for the election. For the exclusion of doubt, a Wahi Pooti might be located at an online address made secure for the purposes of voting.

### **7.3 No Elections Where Nominees Equal Vacancies**

In the event that the total number of nominations of Trustees is 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.





#### **7.4 Adult Members to Vote in Elections**

Each Adult Member of Ngati Makino is eligible to vote in an election, provided that:

- (a) each such Adult Member of Ngati Makino will only be eligible to cast one vote in an election; and
- (b) each such Adult Member of Ngati Makino is, at the latest date for making and lodging nominations, either recorded in the Ngati Makino Iwi Register as an Adult Registered Member of Ngati Makino or has completed and sent with their voting form an application form for registration which complies with *rule 3.1 of the First Schedule*.

### **8. NOTICE OF ELECTIONS**

#### **8.1 Notice to be Given**

Immediately after the closing date for nominations, Ngati Makino Iwi Authority shall, where an election is required:

- (a) fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and
- (b) subject to *rules 7.2 and 8.2* of this Schedule, set a date and venue for the Wahi Pooti.

#### **8.2 Period of Notice**

Ngati Makino Iwi Authority 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.

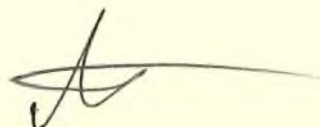
#### **8.3 Method of Giving Notice**

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 Ngati Makino shown on the Ngati Makino Iwi Register as entitled to vote at the election (being an Adult Registered Member of Ngati Makino who is recorded in the Ngati Makino Iwi Register as a Member of Ngati Makino). If notice sent to an electronic address fails, and Ngati Makino Iwi Authority is aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) inserting a prominent advertisement on at least two separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where Ngati Makino Iwi Authority considers that a significant number of Members of Ngati Makino reside;
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where Ngati Makino Iwi Authority considers that a significant number of Members of Ngati Makino reside; and
- (d) posting on Ngati Makino Iwi Authority'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;
- (b) the date, time and place of the Wahi Pooti; and
- (c) 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
- (c) a statement that voting forms may be either posted or delivered to the Chief Returning Officer at a Wahi Pooti.

#### **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 voter.

#### **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 three (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.

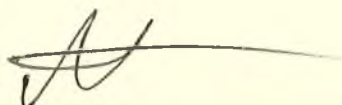
### **10. APPOINTMENT OF CHIEF RETURNING OFFICER**

#### **10.1 Appointment of Chief Returning Officer**

For the purposes of elections, Ngati Makino Iwi Authority shall appoint as required, a Chief Returning Officer who shall not be a Trustee or employee of Ngati Makino Iwi Authority. 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 Chief Returning Officer to be Present at Wahi Pooti**

The Chief Returning Officer or his or her nominee must be present at all times at the Wahi Pooti. The Chief Returning Officer or his or her nominee will be available to collect any completed voting forms at the Wahi Pooti. The Chief Returning Officer or his or her nominee shall also ensure that additional voting forms are available at the Wahi Pooti.

**10.4 Only One Vote to be Cast**

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member of Ngati Makino.

**10.5 Validity of Provisional Votes**

Where an applicant for registration as a Registered Member of Ngati Makino has cast a vote in accordance with *rule 7.4(b)* of this Schedule, the vote is a Provisional Vote until the application for registration is approved by the Membership Validation Committee as set out in the First Schedule, and where the application is unsuccessful, the vote is invalid.

**10.6 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.

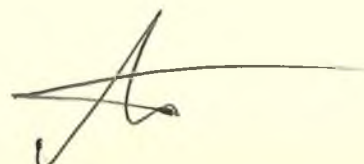
**11.2 Certification and Notifying Election Result**

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 Ngati Makino Iwi Authority. Ngati Makino Iwi Authority shall thereafter advise the candidates of the result and give notice of the same at the annual general meeting of Ngati Makino Iwi Authority in accordance with *clause 14.1(d)* of this Trust Deed. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected Trustees.

**11.3 Provisional Votes**

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

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



## **12. RETENTION OF ELECTION RECORDS**

### **12.1 Compiling and Sealing Voting Records**

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

### **12.2 Retention and Disposal of Packets**

Subject to *rule 14.1(b)* of this Schedule, the sealed packets received from the Chief Returning Officer shall be safely kept unopened by Ngati Makino Iwi Authority for a period of one (1) year from the closing date for making votes in the election to which the packet relates. At the expiry of that one (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 Ngati Makino Iwi Authority 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, Ngati Makino Iwi Authority shall ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the 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 Ngati Makino Iwi Authority 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* of this Schedule 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 Ngati Makino Iwi Authority.

### **13.6 Costs**

Upon making an application for review, the applicant shall also lodge with Ngati Makino Iwi Authority the sum of \$500 in lieu of the costs of undertaking the review.





That sum shall be held by Ngati Makino Iwi Authority 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, Ngati Makino Iwi Authority shall notify the Electoral Review Officer and provide to him or her:

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

### **14.2 Electoral Review Officer to Exercise Wide Powers**

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

### **14.3 Electoral Review Officer to be Guided by Substantial Merits**

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

### **14.4 Certification of Result of Review**

At the conclusion of the Electoral Review Officer's consideration of the review, he or she shall determine whether the successful candidate, or any other candidate, was duly elected, or whether the election was void and should be conducted again, and shall forthwith certify his or her decision with reasons to Ngati Makino Iwi Authority. Ngati Makino Iwi Authority 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 Ngati Makino Iwi Authority.

## **15. TERMINATION OF OFFICE OF TRUSTEES**

### **15.1 Termination of Office of Trustees**

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

- (a) retires from office by giving written notice to Ngati Makino Iwi Authority or dies;

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- (b) completes his or her term of office and is not reappointed;
- (c) refuses to act;
- (d) is absent without leave from three 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* of this Trust Deed.

## **16. RECORD OF CHANGES OF TRUSTEES**

### **16.1 Record of Changes of Trustees**

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



## THIRD SCHEDULE - PROCEEDINGS OF TRUSTEE MEETINGS

### 1. TRUSTEES TO REGULATE MEETINGS

- 1.1 The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any three (3) Trustees may at any time by notice in writing to Ngati Makino Iwi Authority summon a meeting of the Trustees and Ngati Makino Iwi Authority shall take such steps as are necessary to convene such meeting.

### 2. NOTICE OF MEETING

#### 2.1 Notice to Trustees

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least seven (7) days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any 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

- 3.1 Four (4) 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* of this Trust

Deed, the Chairperson and Deputy Chairperson must have served at least one (1) term.

**4.2 Voting on Appointment**

Where there is more than one (1) 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* of this Schedule shall be held for the position.

**5. PROCEEDINGS AT MEETINGS**

**5.1 Decisions by Majority Vote**

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

**5.2 Chairperson**

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

**5.3 Vacancies**

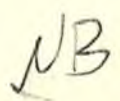
The Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the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

**5.4 Defects of Appointment**

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

**5.5 Unruly Meetings**

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





## **6. DELEGATION TO COMMITTEES BY TRUSTEES**

### **6.1 Trustees May Appoint Committees**

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

### **6.2 Committees to Report to Trustees**

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

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

### **6.3 Regulation of Procedure by Committees**

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

## **7. WRITTEN RESOLUTIONS**

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

## **8. MINUTES**

### **8.1 Minutes to be Kept**

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

### **8.2 Minutes to be Evidence of Proceedings**

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**

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

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

## **10. FORMS OF CONTRACTS**

### **10.1 Contracts by Deed**

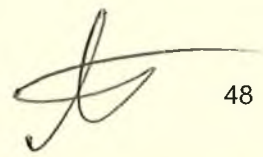
Any contract which, if made between private persons, must be by deed, shall, if made by Ngati Makino Iwi Authority, be in writing signed under the name of Ngati Makino Iwi Authority by any three (3) Trustees, on behalf of or by direction of Ngati Makino Iwi Authority.

### **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 Ngati Makino Iwi Authority, be in writing signed under the name of Ngati Makino Iwi Authority by a person acting with the express or implied authority of the Trustees, on behalf of or by direction of Ngati Makino Iwi Authority.

### **10.3 Oral Contracts**

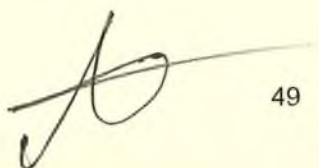
Any contract which, if made between private persons, may be made orally, may be made in the same manner by or on behalf of Ngati Makino Iwi Authority by any Trustee or the General Manager, in either case acting by direction of Ngati Makino Iwi Authority.





**10.4 Contracts Pursuant to Resolution**

Notwithstanding anything to the contrary in this *rule*, no contract made by or on behalf of Ngati Makino Iwi Authority 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.

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## FOURTH SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTION

### 1. THIS SCHEDULE TO APPLY

#### 1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with *clause 2.4* of this Trust Deed; or
- (b) amend this Trust Deed in accordance with *clause 26* of this Trust Deed;
- (c) approve a resettlement in accordance with *clause 27* of this Trust Deed;
- (d) terminate Ngati Makino Iwi Authority in accordance with *clause 28* of this Trust Deed; or

shall only be passed as set out in this Schedule.

### 2. POSTAL VOTING AND SPECIAL GENERAL MEETING

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

### 3. VOTING

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

### 4. SPECIAL GENERAL MEETING REQUIRED

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

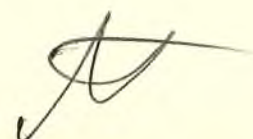
### 5. NOTICE

#### 5.1 Notice of Special General Meeting

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

#### 5.2 Method of Giving Notice

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





- (a) in writing and/or posted (including, by electronic form where available) to all Adult Registered Members of Ngati Makino at the last address shown for each such Adult Registered Member of Ngati Makino on the Ngati Makino Iwi Register. If notice sent to an electronic address fails, and Ngati Makino Iwi Authority is aware of the failure, then the notice must subsequently be sent to the last known physical address; and/or
- (b) advertised on the Ngati Makino website and prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where Ngati Makino Iwi Authority consider that a significant number of Members of Ngati Makino reside.

### **5.3 Content of Notice to Members**

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

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

### **5.4 Content of Advertisement**

All advertisements published in accordance with *rule 5.2(b)* of this Schedule shall contain the matters referred in *rule 5.3(a)* and *(b)* of this Schedule 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 three (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, Ngati Makino Iwi Authority shall appoint a Chief Returning Officer who shall not be a Trustee or employee of Ngati Makino Iwi Authority.

### **7.2 Chief Returning Officer to Receive Voting Forms**

Voting forms must be addressed to the Chief Returning Officer.

### **7.3 Chief Returning Officer to be Present at Special General Meeting**

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

### **7.4 Eligibility to Vote**

Those eligible to vote on a special resolution are:

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

### **7.5 Only One Vote to be Cast**

The Chief Returning Officer must:

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

### **7.6 Recording of Votes**

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

## **8. COUNTING OF VOTES**

### **8.1 All Votes to be Counted**

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

### **8.2 Certification and Notifying Result**

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



### 8.3 Provisional Votes

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

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

## 9. PROCEEDINGS AT SPECIAL GENERAL MEETING

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

