

**TOA RANGATIRA
TRUST**

Deed of Trust

Draft

Parties

- 1 **Te Runanga o Toa Rangatira Incorporated** an incorporated society having its registered office at Porirua (the '**Runanga**')

Background

- A The Runanga is an incorporated society that has been mandated by Ngati Toa Rangatira to undertake negotiations with the Crown to settle the historical Treaty of Waitangi claims of the iwi.
- B Current Crown policy prevents the Runanga, because of its charitable status, from being the post-settlement governance entity to receive redress on behalf of Ngati Toa Rangatira. Therefore the Runanga wishes to establish a trust (the '**Trust**') by this Deed in order to receive and hold redress that Ngati Toa Rangatira will receive under the Deed of Settlement.
- C The Runanga has accordingly determined to establish a trust through which it, as Trustee, will hold assets for the benefit of Uri o Ngati Toa Rangatira, and for this purpose has determined to hold the sum of \$10 as the initial trust fund for the Trust.
- D This Deed is to be read alongside the Runanga Rules. This Deed sets out the details of the terms upon which the Runanga will, acting as Trustee, hold and manage the redress on behalf of the Uri o Ngati Toa Rangatira. The Runanga Rules set out the rules that govern how the Runanga, as an organisation, operates in order to undertake its various functions (including acting as Trustee), such as the process for election of Board members and disclosure of Board members' interests.

Deed

1 Interpretation

1.1 Definitions

In this Deed the following terms have the following meanings except to the extent that they may be inconsistent with the context:

'Adult Registered Uri o Ngati Toa Rangatira' means an Adult Uri o Ngati Toa Rangatira who is registered on the Runanga's members' register.

'Adult Uri o Ngati Toa Rangatira' means an Uri o Ngati Toa Rangatira who is 18 years of age or older.

'Annual General Meeting' means a meeting held in accordance with clause 11.10.

'Beneficiary' means every individual referred to in the definition of Uri o Ngati Toa Rangatira.

'Crown' has the meaning given to it in section 2(1) of the Public Finance Act 1989.

'Deed' means this deed of trust and includes any amendments to this deed of trust made in accordance with this deed of trust.

'Deed of Settlement' means the deed between representatives of Ngati Toa Rangatira and the Crown recording the settlement of Ngati Toa Rangatira's historical Treaty of Waitangi claims.

'Employee' has the meaning given to it in the Employment Relations Act 2000.

'Major Transaction' means:

- a the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Trustee, any Ngati Toa Entity or Subsidiary, the value of which is more than half of the value of the Trust Fund before the acquisition;
- b the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Trustee, any Ngati Toa Entity or Subsidiary, the value of which is more than half of the value of the Trust Fund before the disposition;
- c a transaction that has or is likely to have the effect of the Trustee, any Ngati Toa Entity or Subsidiary, acquiring rights or interests or incurring obligations or liabilities the value of which is more than half of the value of the Trust Fund before the transaction; or
- d the disposition of, or an agreement to dispose of, whether contingent or not, any Taonga Property by the Trustee, any Ngati Toa Entity or Subsidiary, or the removal of the status of Taonga Property from any assets of the Trust;

but does not include:

- e any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all, or substantially all, of the Trust Fund;
- f any disposition of Property or Taonga Property by the Trust, or any Ngati Toa Entity, to the Trustee, or any Ngati Toa Entity;
- g the receipt of redress or settlement assets pursuant to the Deed of Settlement and/or Settlement Legislation; or
- h any acquisition or disposition of Property by the Trust pursuant to the agreements set out in the Deed of Settlement, or any arrangements or transactions whatsoever to effect that acquisition or disposition.

'Ngati Toa Entity' means a company, trust, society, or other body whether corporate or unincorporated, established by the Trustee under clause 12.

'Ngati Toa Rangatira' means the iwi comprising the Uri o Ngati Toa Rangatira.

'Ordinary Resolution' means a resolution that has been passed by 50% of those Adult Registered Uri o Ngati Toa Rangatira who are entitled to vote and actually cast a valid vote.

'Perpetuity Period' means, for the purposes of clause 15, the period that commences on the date of this Deed and ends:

- a 80 years less one (1) day after the date of this Deed, that period being the period specified for the purposes of section 6 of the Perpetuities Act 1964 for so long as 80 years is the period specified in that section; or
- b if another period is specified in legislation, that other period.

'Property' means all property (whether real or personal) and includes choses in action (meaning a right that can be enforced by a legal action), rights, interests, and money.

'Redress' has the same meaning as in the Deed of Settlement;

'Runanga' means Te Runanga o Toa Rangatira Incorporated an incorporated society having its registered office at Porirua;

'Runanga Board Member' means any person from time to time elected or appointed to the Runanga board established under the Runanga Rules.

'Runanga Rules' means the document setting out the governance and management rules of the Runanga.

'Settlement Legislation' means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the promises contained within that deed.

'Special General Meeting' means a meeting held in accordance with clause 11.13.

'Special Resolution' means a resolution that has been passed by 75% of those Adult Registered Uri o Ngati Toa Rangatira who are entitled to vote and actually cast a valid vote in accordance with the procedures set out in Schedule 2 and that has been properly notified.

'Subsidiary' means

- a any subsidiary (as defined by section 5 of the Companies Act 1993) of a Ngati Toa Entity that is a company
- b any trust or other entity that is controlled by a Ngati Toa Entity.

'Taonga Property' means any assets or property of the Trust which are declared to be Taonga Property in accordance with clause 7 and listed on the Taonga Property Register;

'Te Runanga o Toa Rangatira Incorporated' means the incorporated society known by the name Te Runanga o Toa Rangatira Incorporated established pursuant to the Incorporated Societies Act 1908.

'Tikanga' means the customary values and practices of Ngati Toa Rangatira;

'Toa Rangatira Trust' and **'Trust'** means the trust established by this Deed.

'Trust Fund' means the initial sum of \$10 referred to in the background to this Deed together with all other Property the Trustee may subsequently purchase, receive or

otherwise acquire from itself or from any other person, firm, corporation or the Crown for the purposes of the Trust, that are from time to time held by the Trustee on the trusts of this Deed.

'Trustee' means Te Runanga o Toa Rangatira Incorporated or any other entity or persons appointed under clause 5;

'Uri o Ngati Toa Rangatira' means those persons who descend from:

- a Toa Rangatira; and
- b any other recognised ancestor of Ngati Toa Rangatira who migrated permanently to the Ngati Toa Rangatira area of interest in the nineteenth century and who exercised customary rights predominantly within the area of interest; and

For the purposes of this definition a descendant may be descended by:

- a birth; or
- b legal adoption; or
- c in accordance with Ngati Toa Rangatira tikanga.

'Voting Paper' means a voting paper (including any electronic voting paper) issued in accordance with Schedule 2 on which the Trustee shall record the membership number of the voter, or in the case of a voter without a registration number, shall have a duly completed registration form attached to and forming part of that voting paper.

'Whangai' means those persons who do not affiliate to Ngati Toa Rangatira by descent from Toa Rangatira but who are adopted by Uri o Ngati Toa Rangatira in accordance with the tikanga of Ngati Toa Rangatira with such tikanga to be determined in accordance with Runanga Rules.

'Working Day' means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

1.2 **General construction**

In interpreting this Deed the following rules must be applied unless the context otherwise requires:

- a Headings to clauses are for reference only and are not an aid in interpretation.
- b References to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- c References to clauses are clauses of this Deed.
- d References to currency are to New Zealand currency.
- e All periods of time include the day on which the period commences and also the day on which the period ends.
- f Words importing the plural include the singular and vice versa and words importing gender import all genders.

2 Declaration of Trust

- 2.1 The Runanga acknowledges and declares that it shall stand possessed of the Trust Fund upon the trusts and with the powers and discretions set out or implied in this Deed.
- 2.2 The Trustee shall be the representative for Ngati Toa Rangatira in all matters relating to the Trust Fund.

3 Name of Trust

- 3.1 The Trust Established will be known and referred to as the '**Toa Rangatira Trust**' or such other name as the Trustee determines from time to time.

4 Objects of the Trust

- 4.1 The objects of the Trust shall be to receive, hold, manage, and administer the Trust Fund on trust for any object or purpose that is beneficial to the Uri o Ngati Toa Rangatira irrespective of where the Uri o Ngati Toa Rangatira reside and shall without limitation include:
- a to give effect to the Settlement Legislation; and
 - b to receive redress pursuant to the Deed of Settlement and hold and apply that redress in accordance with the provisions of this Deed.

5 Appointment and removal of Trustee

- 5.1 The Trustee is appointed as the trustee of the Trust and agrees to act as trustee to hold the Trust Fund in trust for the Uri o Ngati Toa Rangatira upon and subject to the terms and conditions contained in this Deed.
- 5.2 In the event that the Trustee has ceased to carry on business, is in liquidation, or is dissolved, appointment of a new trustee, or trustees, shall be determined by Special Resolution provided that the new trustee, or trustees, must be representative of the Uri o Ngati Toa Rangatira.
- 5.3 The Uri o Ngati Toa Rangatira may determine, by Special Resolution and subject to clause 17, to replace the Trustee provided that any new trustee or trustees must be representative of the Uri o Ngati Toa Rangatira

6 Powers of Trust

Powers of a natural person

- 6.1 The Trustee will have the powers of a natural person and all other powers that New Zealand law permits subject to clause 6.3.
- 6.2 Without limitation, the powers of the Trustee in clause 6.1 include by way of example the powers set out in Schedule 1. In the case of doubt, the construction to be adopted is to favour the broadening of the powers of the Trustee.

Major Transaction

6.3 Notwithstanding clause 6.1, the Trustee must not enter into a Major Transaction unless that Major Transaction:

- a is approved by a Special Resolution; or
- b is contingent upon approval by a Special Resolution.

Application of income

6.4 The Trustee may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Trustee in respect of the establishment, management and administration of the Trust and Corporate Entities, pay or apply all or any of the income of the Trust to or for the benefit of such one or more of the Beneficiaries to the exclusion of the others and, if to or for more than one, in equal or unequal shares and on such terms and conditions as the Trustee in its absolute discretion may decide. In acting for the benefit of the Beneficiaries, the Trustee may distribute income to a Ngati Toa Entity.

Accumulation in six months without payment of application of income

6.5 Any income of any financial year not paid or applied in accordance with clause 6.4 during or within six months from the end of that financial year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust Fund, and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust Fund.

Application on capital

6.6 The Trustee may at any time pay or apply any of the capital of the Trust Fund to or for the benefit of such one or more of the Beneficiaries to the exclusion of the others and, if to or for more than one, in equal or unequal shares and on such terms and conditions as the Trustee in its absolute discretion may decide. In acting for the benefit of the Beneficiaries, the Trustee may distribute income to a Ngati Toa Entity.

Trustee has absolute discretion

6.7 All powers and discretions that the Trustee has may be exercised by the Trustee in its absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as the Trustee thinks fit.

7 Taonga Property

7.1 The Trustee may identify any particular Property held by the Trust as being of such special significance to the Uri o Ngati Toa Rangatira that additional protection is required to ensure that the Property is retained on behalf of Ngati Toa Rangatira as taonga tuku iho.

7.2 Where the Trustee has identified particular Property under clause 7.1 the Trustee shall consult, in a manner to be determined by the Trustee, with the Uri o Ngati Toa Rangatira as to the need for special protection of that Property.

- 7.3 The Trustee may, having regard to the outcome of the consultation under clause 7.2, declare the identified Property to be Taonga Property, and must inform the Uri o Ngati Toa Rangatira of any such declaration.
- 7.4 The Trustee must maintain a register of all Taonga Property with such register being available to the Uri o Ngati Toa Rangatira.
- 7.5 Any disposition of, or an agreement to dispose of, whether contingent or not, Taonga Property shall be a Major Transaction, as shall any proposal to remove the status of Taonga Property from a particular Property.

8 Accounts and Audit

- 8.1 The Trustee shall keep an account or accounts at such bank or banks as the Trustee may decide.
- 8.2 The Trustee shall cause true accounts for each financial year to be kept in accordance with generally accepted accounting practice of all receipts, credits, payments, assets, and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant appointed in that capacity by the Trustee.
- 8.3 Nothing in clauses 8.1 and 8.2 shall derogate from any other obligations of the Trustee in respect of accounts and audits.

9 Investments

- 9.1 The proportion of the Trust Fund that the Trustee determines to invest during such time as it is held by the Trustee must be invested in accordance with the provisions of the Trustee Act 1956, provided that when investing or retaining the Trust Fund the Trustees may also have regard to the following matters:
- a the indirect benefits of any investment to Ngati Toa Rangatira, such as through the creation of employment or educational opportunities for the Uri o Ngati Toa Rangatira;
 - b the benefit to Ngati Toa Rangatira, and the wider community, of investment within the Ngati Toa Rangatira rohe; and
 - c any conflict between any proposed investment and the cultural, social, and environmental interests of Ngati Toa Rangatira.

10 Register of Members of Ngati Toa Rangatira

- 10.1 The Trustee does not need to maintain a separate members' register for the Trust, but may instead rely on the members' register held by the Trustee in accordance with its own constitutional documents.

11 Meetings and reporting responsibilities

Meetings and resolutions

- 11.1 The Trust may hold the following types of meetings of the Uri o Ngati Toa Rangatira:
- a Annual General Meeting, as provided for in clause 11.10
 - b Special General Meeting, as provided for in clause 11.13.
- 11.2 Subject to clauses 6.3, 16.1 and 17.1, any resolution to be considered at an Annual General Meeting or Special General Meeting is to be put as an Ordinary Resolution.
- 11.3 Votes in relation to an Ordinary Resolution may be undertaken only by Adult Registered Uri o Ngati Toa Rangatira by voice or show of hands as determined by the Trustee. Each Adult Registered Uri o Ngati Toa Rangatira will be entitled to cast one vote. An alternative method of voting, including postal and electronic voting, may be undertaken if determined in advance by the Trustee and advised in accordance with clause 11.6.

Reporting responsibilities

- 11.4 Without derogating from its duties under any enactment or at law, the Trustee has reporting responsibilities in accordance with the provisions of this clause 11 in relation to the Trust's performance and the performance of any Corporate Entities.

Notices and information requirements

- 11.5 The Uri o Ngati Toa Rangatira shall be given not less than 20 Working Days notice of an Annual General Meeting or Special General Meeting.
- 11.6 Notice of any Annual General Meeting or Special General Meeting shall specify:
- a the date and time of the meeting and its venue;
 - b the agenda for the meeting;
 - c where any relevant explanatory documents may be viewed or obtained;
 - d details in relation to any Special Resolution to be considered at the meeting; and
 - e the method of voting to be undertaken.
- 11.7 The quorum at an Annual General Meeting or a Special General Meeting shall be Thirty (30) Adult Registered Uri o Ngati Toa Rangatira.
- 11.8 No business shall be transacted at an Annual General Meeting or Special General Meeting unless the quorum in clause 11.7 is present.
- 11.9 If a quorum is not present within one hour of the time appointed for the start of the Annual General Meeting or Special General Meeting the meeting is to stand adjourned until the same hour and at the same place 20 Working Days following the adjournment of that meeting unless the Trustee otherwise determines a more suitable alternative time.

Annual General Meeting

- 11.10 The Annual General Meeting of the Trust shall be held no later than 31 December in each year. The meeting shall take the form of a hui at a place and time to be determined by the Trustee.
- 11.11 The Trustee may discharge its obligation to hold an Annual General Meeting through the inclusion of Trust business as a separate agenda item at an annual general meeting of the Runanga.
- 11.12 The business of the Annual General Meeting shall include the following matters:
- a an annual report;
 - b an annual audited financial report;
 - c an annual plan for the next financial year; and
 - d the appointment of an auditor.

Special General Meeting

- 11.13 A Special General Meeting must be convened by the Trustee on the written request of:
- a the Trustee; or
 - b not less than Twenty (20) Adult Registered Uri o Ngati Toa Rangatira.
- 11.14 Any request for a Special General Meeting must state the objects for which the Special General Meeting is required and be signed by those requesting the Special General Meeting.
- 11.15 A Special General Meeting must be held within 30 Working Days from the date the request was received by the Trustee.
- 11.16 The Trustee may discharge its obligation to hold a Special General Meeting through the inclusion of Trust business as a separate agenda item at a Special General Meeting of the Runanga.

Information must be made available in writing

- 11.17 Information referred to in clause 11.12a and 11.12c must be made available on request in writing by any Adult Registered Uri o Ngati Toa Rangatira.
- 11.18 Any Adult Registered Uri o Ngati Toa Rangatira may request in writing a copy of this Deed and a copy will be provided subject to such reasonable charges as the Trustee requires.

12 Ngati Toa Entities

Trust may establish entities

- 12.1 The Trust may establish one or more entities to further the objects of the Trust and as provided for in the constitutional documents of any entity.

Ngati Toa Entities to be wholly owned or controlled

- 12.2 Where an entity to be a Ngati Toa Entity is a company, that company must remain wholly owned by the Trust.
- 12.3 Where any form of trust is to be a Ngati Toa Entity, the Trust must retain the exclusive ability to appoint and remove trustees of the Ngati Toa Entity.
- 12.4 The constitution of every Ngati Toa Entity, or a Subsidiary, must require the Ngati Toa Entity to:
- a hold its assets and all accretions to those assets whether a capital or revenue nature on trust for the benefit of the objects of the Trust, such objects to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust, or through the application of revenue or capital to activities for the benefit of the objects of the Trust;
 - b present an annual plan and statement of corporate intent to the Trust;
 - c report annually to the Trust; and
 - d have its accounts audited.

13 Limitation of liability and indemnity

- 13.1 The Trustee is not liable for the consequence of any act or omission or for any loss unless the consequence or loss is attributable to dishonesty or to the wilful commission or omission of an act by the Trustee in breach of trust.
- 13.2 The Trustee is not liable for any loss or cost to the Trust by any breaches of trust or defaults of any attorney, delegate, manager, agent, secretary, employee or any other person (including, without limitation, any expert or professional person) appointed or engaged or employed by it despite any rule of law to the contrary, provided the Trustee has acted in good faith and without negligence in appointing, engaging or employing such person and in supervising such person.
- 13.3 The Trustee is not liable for any breach of trust or for any loss in relation to the Trustee's duties of investment merely because the investments of the Trust Fund are not diversified.
- 13.4 The Trustee is fully indemnified by and out of the Trust Fund (whether from capital or income) for any loss or liability reasonably incurred by the Trustee in the carrying out or omission of any function, duty, power or discretion of the Trustee under this Deed and in respect of any outlay or expenses incurred by him or her in the management and administration of the Trust unless the loss or liability is attributable to the Trustee's dishonesty or to the wilful commission or omission of an act by the Trustee in breach of trust.

14 Dispute resolution process

- 14.1 Any Uri o Ngati Toa Rangatira may raise with the Trustee any complaint that the conduct or intended conduct of the Trustee under this Deed is, has or will be contrary to the provisions of this Deed or otherwise injurious to Ngati Toa Rangatira.

- 14.2 Any complaint raised under clause 14.1 must be dealt with in accordance with the dispute resolution process set out in the Runanga Rules.

15 Perpetuity Period

- 15.1 If the rule against perpetuities applies to the Trust, the Trustee shall proceed to terminate the Trust in accordance with clause 16 immediately before that date. If the Trustee fails to exercise its discretion to vest the entire Trust Fund pursuant to clause 16 by the last day of the Perpetuity Period, any part of the Trust Fund that remains undistributed on that date shall be distributed among the Uri o Ngati Toa Rangatira in equal shares per capita.

16 Winding up of the Trust

- 16.1 The Trust may only be wound up if the Adult Registered Uri o Ngati Toa Rangatira have by Special Resolution resolved that it has become impossible, impracticable or inexpedient for the Trust to carry out its objects.
- 16.2 On the winding up of the Trust, the Trust Fund after the payment of costs, debts and liabilities shall be paid to another trust or entity that the Trustee is satisfied has been established for the benefit of Uri o Ngati Toa Rangatira. Any payment under this clause may be made on such terms and subject to such conditions (if any) as the Trustee determines.

17 Amendments to Deed

Special Resolution required

- 17.1 Subject to clause 17.2 and 17.3, all amendments to this Deed shall only be made with the approval of a Special Resolution.

Limitation on amendment

- 17.2 No amendment shall be made to this Deed which:
- a changes the Objects of the Trust so that the Trustee is no longer required to act for the benefit of the Uri o Ngati Toa Rangatira;
 - b changes clause 16.1 (Winding up of the Trust); and
 - c changes the requirement for a Special Resolution (as defined from time to time) in clause 17.1.

Amendment to align Deed with Runanga Rules

- 17.3 Notwithstanding any other provision in this Deed to the contrary, the Trustee may make minor amendments to clauses 11.1 to 11.18 and Schedule 2 to align with any amendments made to the Runanga Rules from time to time.

Amendment to make Trust a charity

- 17.4 Notwithstanding any other provision in this Deed to the contrary, this Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a charity and to qualify for any tax exemptions available from time to time for

charitable entities under the provisions of the Income Tax Act 2007, provided that any such amendment:

- a is made in accordance with clause 17.1;
- b does not change the objects of the Trust so that the Trustee are no longer required to act for the benefit of the Uri o Ngati Toa Rangatira; and
- c does not change the definitions in clause 1.1 of Uri o Ngati Toa Rangatira and Ngati Toa Rangatira.

17.5 The Trustee may also apply for incorporation under the Charitable Trusts Act 1957 and registration under the Charities Act 2005.

18 Resettlement

18.1 The Trustee has power in its discretion to settle or resettle any or all of the Trust Fund upon trust in any manner which in the opinion of the Trustee is for the advancement or benefit of the Uri o Ngati Toa Rangatira and is consistent with the Objects of the Trust subject to compliance with clause 6.3 (if applicable).

19 Governing law

19.1 This Deed and the Trust are governed by and construed in accordance with the laws of New Zealand.

19.2 The courts of New Zealand have non-exclusive jurisdiction to decide all claims, actions, or other proceedings in connection with the Trust or this Deed.

Draft

Execution

The Common Seal of Te Runanga o Toa Rangatira Incorporated was affixed in the presence of:

Witness signature

Full name

Occupation

Town/city

Witness signature

Full name

Occupation

Town/city

Draft

Schedule 1

1 Powers of the Trustee

- 1.1 Without limiting clause 6.1 of this Deed, the Trustee will have the following powers:
- a To purchase and hold Property.
 - b To lease Property.
 - c To grant leases of Property.
 - d To make any grants, scholarships, or koha, which are consistent with the objects of the Trust.
 - e To borrow, obtain credit, or to otherwise raise funds to further the objects of the Trust.
 - f To carry on any business or venture, and:
 - i to use for the business or venture any Property that is part of the Trust Fund;
 - ii to form (whether by itself or with others) a company or partnership or venture to carry on the business; and
 - iii to be a director or partner or party of or to that company or partnership or venture and to retain for themselves any reasonable remuneration paid.
 - g To accumulate the income of the Trust Fund.
 - h To apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustee or falling due in future.
 - i In relation to any company or other body (whether incorporated or unincorporated) or chose in action or fund to:
 - i Appoint directors or trustees or decision-makers or controllers or officers or employees of it;
 - ii Consent to any reorganisation or reconstruction of it or dealing with it and any increase or reductions of the capital of it; and
 - iii Provide out of the Trust Fund further capital for it whether by advances, loans, deposits, grants, contributions, or otherwise (with or without security) or by taking further securities in it.
 - j To enter into contracts for the provision of services to fulfil the functions and objects of the Trust.
 - k To open and maintain a bank account and to decide who will be the signatories to that account.

- l In relation to any share or other security that is part of the Trust Fund:
 - i Exercise any voting or controlling or decision-making rights or powers attaching to it.
 - ii Concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it.
- m To appoint or engage or employ any person or company for any period:
 - i As an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed;
 - ii As manager or agent for or on behalf of the Trustee in all or any matters relating to the management and the control of the Trust, and any business owned by the Trustee or in which it is concerned; and
 - iii As an Employee of the Trust in all or any matters relating to the Trust.
- n To act upon any opinion or advice or information obtained from a person or entity referred to in paragraph 1.1mi of this Schedule.
- o To determine all questions and matters of doubt that may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement, or winding up of the Trust Fund or the Trust, or to apply for directions under section 66 of the Trustee Act 1956.
- p Generally to do all such other lawful acts and things that are incidental or conducive to fulfilling the functions and objects of the Trust.
- q To pay from the Trust Fund any reasonable costs or expenses incurred in the course of the Trustee discharging, carrying out, or exercising any of its duties or powers.

Schedule 2

1 Voting Procedures

Application of this Schedule

- 1.1 This Schedule applies to a vote held:
- a pursuant to clause 6.3 of this Deed in relation to Major Transactions;
 - b pursuant to clause 16.1 of this Deed in relation to the winding up of the Trust.
 - c pursuant to clause 17.1 of this Deed in relation to certain amendments to this Deed.

Voting process

- 1.2 All Adult Uri o Ngati Toa Rangatira shall be eligible to vote on any Special Resolution put forward at an Annual General Meeting or Special General Meeting, or in any other instance when a vote is required under this Deed.
- 1.3 The Trustee shall appoint a returning officer to be responsible for receiving and counting all votes cast in every vote. The returning officer shall not be a Runanga Board Member.
- 1.4 Every vote to which this Schedule applies shall be received by:
- a Voting Paper at the meeting at which the relevant resolution is to be put; or
 - b Voting Paper received by post, or other electronic means approved by the Trustee, before 5pm, on the day prior to the meeting at which the relevant resolution is to be put.
- 1.5 A vote cast under clause 1.4 of this Schedule shall be valid:
- a where the person is an Adult Registered Uri o Ngati Toa Rangatira, and casts his or her vote on a Voting Paper on which the Trustee has recorded the registration number of the Adult Registered Uri o Ngati Toa Rangatira; or
 - b where the person is not registered at the time of the vote, and completes a registration form which shall be attached to and form part of the Voting Paper.
- 1.6 No vote cast by poll shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngati Toa Rangatira has been confirmed either:
- a because that person was an Adult Registered Uri o Ngati Toa Rangatira at the time his or her vote was cast; or
 - b that person applied at the time that his or her vote was cast to become an Adult Registered Uri o Ngati Toa Rangatira, because that person's registration was accepted by the Trustee as Uri o Ngati Toa Rangatira.