DEED dated 28th day of October 2010

TE URI O HAU SETTLEMENT TRUST

DEED OF AMENDMENT AND RESTATEMENT OF TRUST DEED

McMahon Butterworth Thompson Lawyers

Level 1, Shed 24, Prince's Wharf
Auckland
New Zealand
Tel: (09) 302 2766
Fax: (09) 302 2767

DEED dated 28th day of October 2010

PARTIES

Mihi May Kapa-Watene, Rawson Sydney Ambrose Wright, Thomas Benjamin de Thierry, Georgina Dora Connelly, Paul Albert Paikea, Gabriel Oliver Bloy Thompson and Mikaera Miru

(collectively referred to as the "trustees")

BACKGROUND

A. Te Uri o Hau Settlement Trust ("trust") was constituted under a deed of trust dated 3 May 2001 ("original trust deed"). The original trust deed was then subsequently amended by virtue of a deed of amendment and restatement dated 27 July 2005 ("trust deed").

B. Following an annual general meeting of the trust on 12 September 2009, new clause 11.9 was added to the trust deed (by virtue of a deed of amendment dated 10 December 2009).

C. At the recent annual general meeting of the trust on 18 September 2010, resolutions were passed amending certain provisions of the trust deed, specifically:

   a. clause 26.4;

   b. clause 5.1 (first schedule);

   c. clause 6.2(c) (second schedule);

   d. clause 18.1(a).

D. The purpose of this deed is to record these recent amendments and to confirm the form of trust deed which incorporates all amendments to date.

OPERATIVE PROVISIONS

1. **AMENDMENT OF TRUST DEED**

1.1 With effect from 18 September 2010, clause 26.4 of the trust deed is amended to read as follows (amendment shown in bold):

> "**If one is appointed**, the chief executive shall be responsible for the appointment of any secretary and any other officers or employees of the Trust

provided that such appointments and the terms and conditions of such appointments are approved by the Trustees."

1.2 With effect from 18 September 2010, clause 5.1 of the first schedule of the trust deed is amended to read as follows (amendment shown in bold):

"Elections shall be by way of postal ballot. The **trustees** shall appoint a returning officer ("Returning Officer") for every election under this clause. No Beneficiary may be appointed as a Returning Officer. The Returning Officer must conduct the election for which he or she is appointed in accordance with the Trust Deed and otherwise as he or she thinks fit."

1.3 With effect from 18 September 2010, clause 6.2(c) of the second schedule of the trust deed is amended to read as follows (amendment shown in bold):

"Establish a management unit comprising **the officers** referred to in clause 26, which management unit shall service the administration requirements of the Trust including all committees, trusts, companies or organisations whatsoever under the control of the Trust."

1.4 With effect from 18 September 2010, clause 18.1(a) of the trust deed is amended to read as follows (amendment shown in bold):

"No private pecuniary profit may be made by any person from the Trust. However, each Trustee shall be entitled:

(a) in each income year, to remuneration for his or her services as a Trustee as may be reasonable having regard to his or her duties and responsibilities. **The amount of such remuneration shall not exceed the amount representing a fair and reasonable remuneration for trustees or non-executive directors of organisations similar to and/or with responsibilities, businesses and activities similar to the Trust as determined by the application of remuneration guidelines developed from time to time by the trustees and auditor appointed in accordance with clause 9.5 hereof. It shall be the role of the auditor to confirm that the guidelines have been properly applied.**"

2. **RESTATEMENT**

The form of trust deed as set out in the annexed schedule is hereby restated and confirmed as incorporating all amendments to date.

3. **TRUSTEE CONFIRMATION**

The trustees hereby confirm that they are the trustees of the trust as at the date of this deed. A trustee vacancy currently exists for which an election will be held according to the provisions of the trust deed.

Signatures

Executed as a deed.

Signature of trustee	Witness details
M Kapa-Watene Mihi May Kapa-Watene	C Kidwell Witness signature Cherelle Kidwell Full name Executive Officer Occupation 110 Bank St, Whangarei Address
Rawson Sydney Ambrose Wright	C Kidwell Witness signature Cherelle Kidwell Full name Executive Officer Occupation 110 Bank St, Whangarei Address

Signature of trustee	Witness details
Thomas Benjamin de Thierry	Witness signature Cherelle Kidwell Full name Executive Officer Occupation 110 Bank St, Whangarei Address
Georgina Dora Connelly	Witness signature Cherelle Kidwell Full name Executive Officer Occupation 110 Bank St, Whangarei Address
Paul Albert Paikea	Witness signature Cherelle Kidwell Full name Executive Officer Occupation 110 Bank St, Whangarei Address

Signature of trustee	Witness details
Gabriel Oliver Bloy Thompson	Witness signature Cherelle Kidwell Full name Executive Officer Occupation 110 Bank St, Whangarei Address
Mikaera Miru	Witness signature Cherelle Kidwell Full name Executive Officer Occupation 110 Bank St, Whangarei Address

SCHEDULE (see clause 2)

Deed of trust – Te Uri o Hau Settlement Trust

[attached]

TRUST DEED

TE URI O HAU SETTLEMENT TRUST

History of document	Effective date
First constituted	3 May 2001
Amendment and restatement (special general meeting)	27 July 2005
Amendment (annual general meeting)	12 September 2009
Amendment and restatement (annual general meeting)	18 September 2010

McMahon Butterworth Thompson Lawyers

Level 1, Shed 24, Prince's Wharf
Auckland
New Zealand
Tel: (09) 302 2766
Fax: (09) 302 2767

TABLE OF CONTENTS

Clause No.		Page No.
1.	DEFINITIONS AND INTERPRETATIONS	4
2.	PERPETUAL SUCCESSION	7
3.	CREATION OF THE TRUST	7
4.	NAME OF TRUST	7
5.	TRUST TO ESTABLISH COMPANIES AND TRUSTS	7
6.	APPOINTMENT AND POWERS OF TRUSTEES	10
7.	APPLICATION OF INCOME	11
8.	DISTRIBUTION OF CAPITAL	12
9.	TRUST PLANS AND REPORTING	12
10.	DISCLOSURE OF PLANS AND REPORTS	14
11.	ANNUAL GENERAL MEETING	15
12.	PROXIES	17
13.	ADDITION AND EXCLUSION OF BENEFICIARY	17
14.	MEETING OF TRUSTEES	18
15.	DISCLOSURE OF INTERESTS	18
16.	DEALING WITH "INTERESTED" TRUSTEES	18
17.	[DELETED]	19
18.	REMUNERATION AND EXPENSES	19
19.	ADVICE TO TRUSTEES	19
20.	LIABILITY OF TRUSTEES	20
21.	INDEMNITY	20
22.	GIFTS OR DONATIONS	20
23.	RECEIPTS FOR PAYMENTS	21
24.	AMENDMENTS TO TRUST DEED	21
25.	BENEFICIARY ROLL	21
26.	APPOINTMENT OF CHIEF EXECUTIVE OFFICER	22

FIRST SCHEDULE –
PROCEDURE FOR APPOINTMENT AND REMOVAL OF TRUSTEES 23

1.	NUMBER OF TRUSTEES	23
2.	QUALIFICATIONS OF TRUSTEES	23
3.	TERM	23
4.	ELECTIONS AND ROTATION OF TRUSTEES	23
5.	POSTAL BALLOT	24
6.	CHAIRPERSON	27
7.	TERMINATION OF OFFICE OF TRUSTEES	27
8.	RECORD OF CHANGES OF TRUSTEES	28

SECOND SCHEDULE –
RULES GOVERNING MEETINGS OF TRUSTEES 29

1.	TRUSTEES TO REGULATE MEETINGS	29
2.	NOTICE OF MEETING	29
3.	QUORUM	29
4.	INTERESTED TRUSTEE MUST NOT VOTE	29
5.	PROCEEDINGS AT MEETINGS	29
6.	COMMITTEES	30
7.	RESOLUTIONS	31

8. MINUTES 31
9. TELECONFERENCE AND INTERNET CONFERENCE MEETINGS 31

THIRD SCHEDULE –
POWERS OF TRUSTEES 33

1. TO INVEST 33
2. TO ENTER INTO JOINT VENTURE AGREEMENTS, ETC 33
3. TO SELL 33
4. TO POSTPONE SALE 33
5. TO LET 33
6. TO BORROW 33
7. TO GUARANTEE OBLIGATIONS 34
8. TO CARRY ON BUSINESS 34
9. TO ACCEPT PAYMENT IN COMPANY SECURITIES 34
10. TO PROMOTE OR OWN A COMPANY 34
11. TO ACT IN RELATION TO CERTAIN COMPANIES 34
12. TO MAINTAIN PROPERTY 35
13. TO PURCHASE PROPERTY 35
14. TO GRANT AND ACQUIRE OPTIONS 35
15. TO MAKE LOANS AND ADVANCES 35
16. CAPITAL, INCOME AND BLENDED FUNDS 35
17. DEPRECIATION OR REPLACEMENT FUNDS 35
18. BANK ACCOUNTS 35
19. TO INSURE 36
20. TO WAIVE DEBTS 36
21. TO PROTECT OR ENHANCE ASSETS 36
22. TO RAISE FUNDS 36
23. TO RECEIVE GIFTS 36

FOURTH SCHEDULE –
INSTRUMENT APPOINTING PROXY 37

FIFTH SCHEDULE
NOMINATION FOR ELECTION OF TRUSTEES 38

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Deed, unless the context otherwise requires:

"**Ancestral Marae**" means the Otamatea Marae, Waikaretu Marae, Oruawharo Marae and Arapaoa Marae;

"**Adult Te Uri o Hau**" means those Te Uri o Hau identified on the Beneficiary Roll as being 18 years or over;

"**Balance Date**" means **31 March** or any other date that the Trustees by resolution adopt as the date up to which the Trust's financial statements are to be made in each year;

"**Beneficiaries**" means:

(a) Te Uri o Hau;

(b) the Commercial Trust;

(c) the Social Services Trust;

(d) Environs Trust;

(e) the Te Uri o Hau Charitable Trust; and

(f) any person or class of persons (including in any case any body corporate or any unincorporated body of persons) appointed under clause 13 to be a Beneficiary or Beneficiaries;

"**Beneficiary Roll**" means the Beneficiary Roll referred to in clause 25 hereof;

"**Business Day**" means any day in which registered banks are open for business in Auckland;

"**Commercial Company**" means the commercial company to be formed in accordance with clause 5.1(a) hereof;

"**Commercial Trust**" means the commercial trust to be formed in accordance with clause 5.1(a) hereof;

"**Crown**" means Her Majesty the Queen in Right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations;

"**Deed**" means this deed and includes the recitals and the Schedules;

"**Deed of Settlement**" means the deed recording the settlement of the Te Uri o Hau Historical Claims entered into between the Trustees, and the Crown, dated 13 December 2000;

"**Environmental Committee**" means the Environmental Committee to be formed in accordance with clause 6.2(a) of the Second Schedule hereto;

"**Environs Trust**" means the trust of that name constituted by deed of trust dated 5 March 2003 of which, at the date of this deed, Environs Holdings Limited is Trustee;

"**Governance Entity**" means the Trust;

"**Income Year**" means any year or accounting period ending on the Balance Date;

"**Social Services Company**" means the social services company to be formed in accordance with 5.1(b) hereof;

"**Social Services Trust**" means the social services trust to be formed in accordance with clause 5.1(b) hereof;

"**Settlement Assets**" means such assets as are vested in or transferred to the Governance Entity by the Crown in settlement of the Te Uri o Hau Historical Claims;

"**Settlement Legislation**" means the legislation referred to in the Deed of Settlement to give effect to and implement the terms and conditions of the Deed of Settlement;

"**Taumata Council**" means the Taumata Council to be recognised in accordance with clause 6.2(b) of the Second Schedule;

"**Te Uri o Hau**" has the same meaning as defined in the Deed of Settlement, being every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

(a) Arising from Descent from:

(i) Haumoewaarangi; and/or

(ii) The tribal groups of Te Uri o Hau, Ngati Tahuhu, Ngati Tahinga, Ngati Rangi, Ngati Mauku, Ngati Kauae, Ngati Kaiwhare, and Ngati Kura; and

(b) Predominately within Te Uri o Hau's Area of Interest from 1840;

Where there is any dispute as to whether or not a person is Te Uri o Hau, then that dispute shall be referred to the Taumata Council for determination or if the person is not satisfied with such determination, then to a hui-a-iwi for determination. Such referrals may be made by either person claiming to be Te Uri o Hau or by the Trustees.

For the purposes of this definition:

- Descent means direct descent by birth or adoption. In relation to descent from a tribal group, Descent means direct descent by birth or adoption of the acknowledged founding ancestor or ancestors of that tribal group.

- Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through -

(a) Occupancy;

(b) Use and stewardship of lands or resources;

(c) Burial; and/or

(d) Affiliation to marae within the area.

- Te Uri o Hau's Area of Interest has the meaning as defined herein;

"**Te Uri o Hau's Area of Interest**" has the same meaning as set out in clause 13.1 of the Deed of Settlement, being that area shown outlined on the attached plan;

"**Te Uri o Hau Historical Claims**" has the same meaning as the term is defined in the Deed of Settlement;

"**The Te Uri o Hau CharitableTrust**" means the trust of that name constituted by deed of trust dated 30 March 2004 of which, at the date of this deed, Te Uri o Hau Charitable Services Limited is Trustee;

"**Trust**" means the Te Uri o Hau Settlement Trust as created by this Deed;

"**Trustees**" means the Trustees for the time being of this Trust, whether original, additional or substituted and includes the Original Trustees and the Initial Retiring Trustees, as defined in the first schedule to this Deed;

"**Trust Fund**" means the sum of $10.00 paid by the Trustees contemporaneously with the execution of this Deed, and includes the Settlement Assets and any money, investments or other property paid or given to or vested in or acquired or agreed to be acquired by the Trustees after this Deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this Deed.

1.2 **Interpretation**

Unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa;

(b) words importing one gender include the other gender;

(c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;

(d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;

(e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Deed;

(f) the schedules to this Deed shall form part of this Deed;

(g) headings appear as a matter of convenience only and shall not affect the interpretation of this Deed.

2. PERPETUAL SUCCESSION

2.1 It is acknowledged that the Settlement Legislation will provide that the rule against perpetuities and any relevant provisions of the Perpetuities Act 1963 (or successor legislation) will not prescribe or restrict the period:

(a) during which the Trust may exist; or

(b) during which the Trust may dispose of any or all of its property.

3. CREATION OF THE TRUST

3.1 Declaration of Trust

The Trustees shall hold the Trust Fund upon Trust for the Beneficiaries and in accordance with and subject to the powers and discretions set out or implied in this Deed.

4. NAME OF TRUST

4.1 The Trust created by this Deed is to be known as the "Te Uri O Hau Settlement Trust".

5. TRUST TO ESTABLISH COMPANIES AND TRUSTS

5.1 The Trust shall establish and oversee the operations of the Commercial Company and Commercial Trust and the Social Services Company and Social Services Trust. The Trust shall be the sole shareholder of the said companies and the settlor of the said trusts and no persons shall be included as beneficiaries or potential beneficiaries of either of the said trusts unless they are (or are subsequently included as) Beneficiaries of the Trust. The companies and trusts shall be established for the following purposes:

(a) the Commercial Company, which shall as its sole purpose act as trustee of the Commercial Trust, and in such capacity hold, manage and operate such of the Settlement Assets as are transferred to it by the Trust, and such other assets as are transferred to or vested in it from time to time, for the purpose of investing in or establishing, acquiring, operating and managing businesses and/or making other investments on a commercial footing with the intention and purpose of making profits (by way of trading activities and/or commercially astute management of investments and/or commercially astute realisation of assets) for the ultimate benefit of the Beneficiaries and, in particular, for the purpose of providing a sustainable source of funding for the Trust's tribal activities and social services;

(b) the Social Services Company shall as its sole purpose act as trustee of the Te Uri o Hau Social Services Trust and in such capacity hold use and administer such of the Settlement Assets as are transferred to it by the Trust, and such other assets transferred to or vested in it from time to time, for the purpose of conducting or otherwise facilitating or undertaking on behalf of the Trust such social, health, cultural, educational, developmental or other such similar activities for the betterment and benefit of the Beneficiaries as the Social Services Company may determine.

5.2 When establishing the said trusts (and any other trusts) the Trustees shall procure that the trusts shall provide and comply with the following reporting obligations;

5.2.1 Statement of intent.

(a) Each trust must deliver to the Trustees for their approval a draft statement of intent not later than 2 months before the commencement of each Income Year of the trust.

(b) Each draft statement of intent must specify in respect of the forthcoming Income Year and each of the immediately following two Income Years, the following information:

(i) The nature and scope of the activities or projects proposed to be undertaken by the trust during each relevant Income Year, including estimates of capital expenditure and funding requirements;

(ii) The performance targets, forecasts and other measures by which the performance of the trust may be judged in relation to the proposed activities or projects of the trust during each relevant Income Year, including, where relevant, estimates of the timeframes within which the trust proposes to complete (or partially complete) activities or projects and forecasts of distributions to be made by the trust;

(iii) Where the statement of intent departs from or modifies any of the matters described in paragraph (i) or paragraph (ii) above in relation to any previous statement of intent covering the same period (or part of the same period), an explanation for the departure or modification;

(iv) Revenue and expenditure budgets for each relevant Income Year;

(v) Such other matters as are agreed by the Trust and the trust or as may reasonably be required by the Trust.

(c) The trust must consider and make any changes that the Trustees require to be made to a draft statement of intent not later than 1 month before the commencement of the Income Year, and must deliver the completed statement of intent to the Trustees on or before the commencement of the Income Year or such later date as the Trustees may determine.

(d) A statement of intent may be modified or departed from at any time by written notice from the trust to the Trustees so long as the trust has first given written notice to the Trustees of the proposed modification or departure (providing detailed reasons) and the modification or departure is approved by the Trustees.

5.2.2 Half yearly reports

(a) Within 2 months after the end of the first half of each Income Year of the trust, the trustee of each trust must deliver to the Trustees a report of its operations during the first six months of the Income Year.

(b) The report required by this clause must:

(i) Include unaudited management accounts, prepared according to generally accepted accounting principles and providing a true and fair view of the trust's financial performance in the relevant six month period and of the trust's financial position as at the end of the relevant six month period;

(ii) Compare the financial performance of the trust against its financial performance in the previous six months;

(iii) Compare the trust's performance against the forecasts, budgets, performance targets and other measures contained in any relevant statement/s of intent;

(iv) Identify and explain any departure from or modification of any relevant statement of intent that has occurred during the relevant six month period; and

(v) If appropriate, contain revised revenue and expenditure forecasts for the remainder of the relevant Income Year.

5.2.3 Annual report

(a) Within 3 months after the end of each Income Year, the trustee of each trust must deliver to the Trustees:

(i) A report of the operations of the trust during that Income Year;

(ii) Audited financial statements for that Income Year, prepared according to generally accepted accounting principles and providing a true and fair view of the trust's financial performance during the Income Year and of the trust's financial position as at the end of the Income Year. The financial statements must include, as separate items, full details of any disclosure of interest by any director of the trustee and full details of any premiums paid in respect of directors' indemnity insurance; and

(iii) The auditor's report on the financial statements.

(b) Every report under clause 5.2.3 (a)(i) of this clause must:

(i) Contain such information as is necessary to enable an informed assessment of the operations of the trust, including a comparison of the performance of the trust with any relevant statement of intent; and

(ii) Where relevant, contain details of any distributions paid or payable by the trust for the Income Year to which the report relates.

5.3 Other information:

(a) The trustee of each trust must supply to the Trustees or to such other person or class or classes of persons as the Trustees specify such information relating to the affairs of that trust, as the Trustees request after consultation with the trustee (whether or not the information is of a kind referred to in the statement of intent).

(b) The Trustees may request information to be supplied whether or not the supply of the information is required for the purposes of, or is contemplated by, this Deed.

5.4 The Trustees shall appoint not less than three nor more than five directors to each of the companies, of whom no more than two (provided they each have the appropriate skills) may be Trustees elected amongst and by themselves. The other directors must be non-Trustees and may or may not be Te Uri o Hau, but shall otherwise have such recognised business and/or professional skills and qualifications as are necessary and appropriate for the companies and the businesses or activities carried on by them. The Trustees may in their discretion remove and replace any such director.

5.5 The constitutions of the companies shall contain provisions requiring that major transactions, as defined in the Companies Act 1993, including the disposition by a company of assets the value of which is more than half the value of the company's assets before distribution, be approved by a special resolution of the shareholders of the company.

6. APPOINTMENT AND POWERS OF TRUSTEES

6.1 The Trustees from time to time of the Trust shall be appointed and hold office in accordance with the provisions set out in the First Schedule.

6.2 Subject to the requirements imposed by this Deed the Trustees shall control, manage and administer the business and affairs of the Trust in such manner as they may decide and in doing so may exercise all such powers as may be, in the Trustees' sole discretion, necessary to give effect to the purposes of the Trust, including without limitation the powers set out in the Third Schedule, PROVIDED THAT the Trustees' powers shall be limited by and to the extent that all major transactions, as defined below, shall require the approval of a majority of votes at an annual general meeting or special general meeting.

"Major Transaction" for the purposes of this deed means in relation to the Trust:

(a) The acquisition of, or an agreement to acquire (whether contingent or not), assets the value of which is more than three quarters the value of the Trust Fund before the acquisition; or

(b) The disposition of, or an agreement to dispose of (whether contingent or not), assets of the Trust, the value of which is more than three quarters the value of the Trust Fund before the disposition; or

(c) A transaction which has or is likely to have the effect of the Trust acquiring rights or interest or incurring obligations or liabilities, the value of which is more than three quarters the value of the Trust Fund 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 Fund; or

(e) Any disposition of assets by the Trust to the Commercial Company, the Social Services Company or any other company the shares of which are owned 100% by the Trust.

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

6.3 To facilitate the vesting, transfer or assignment of the assets comprising the Trust Fund to the Trustees for the time being, following the retirement, resignation or removal of a Trustee, every person, at any time being a Trustee, irrevocably agrees and undertakes to enter into a deed appointing the Chairperson of the Trustees and the CEO of the Settlement Trust, for the time being, jointly and severally, as his or her attorneys to do all things necessary to vest, transfer and assign all property forming the Trust Fund and no person shall be concerned to inquire of or question the propriety or otherwise of such vesting, transfer or assignment.

7. APPLICATION OF INCOME

7.1 The Trustees may pay, apply or appropriate, or decide to pay, apply or appropriate as much of the income arising from the Trust Fund in any Income Year as they think fit for or towards one or more of the Beneficiaries of the Trust to the exclusion of the other or others of them, and, if to or for more than one, in equal or unequal shares and upon such terms and conditions as the Trustees may decide.

7.2 Distribution: The Trustees may, after payment of all expenses and other charges to be met from income and after making or retaining out of, or charging against, the income of the Trust Fund any payments, reserves or other provisions for any of the purposes of the Trust:

(a) pay or apply all or any part of the income of the Trust Fund to or for such one of more of the Beneficiaries who are then living or in existence;

(b) appropriate all or any part of the income of the Trust Fund for such one or more of the Beneficiaries who are then living or in existence, contingently upon the reaching of a specified age, or the happening of a specified event -

Provided that the Trustees in exercising their discretion shall be empowered and are hereby authorised to prefer the interests of any one or more of the Beneficiaries over the other or others of them.

7.3 Income not yet received: The Trustees may appropriate to any one or more of the Beneficiaries (whether adult or infant) all or any part of the income derived or to be derived from the Trust Fund during any Income Year, whether or not such income has been received by the Trustees at the date of such appropriation.

7.4 Capitalisation of income: Any income of the Trust Fund in any Income Year not paid, applied, retained, appropriated or charged pursuant to clause 7.2 during that Income Year, or within six months of 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 Fund and become subject to the powers and discretions set out in this deed in respect of the capital of the Trust Fund.

7.5 The power to pay, apply or appropriate capital extends to a payment, application, or appropriation of capital made from income or surplus income accumulated under clause 7.4 to or for a Beneficiary who at the time of accumulation was not a Beneficiary.

7.6 The Trustees may, in applying the income of the Trust in any Income Year, set aside, deduct from, or pay out of income arising from the Trust Fund such amounts as the Trustees in their discretion from time to time think fit:

(a) for the purposes of repaying or reducing any mortgage or other indebtedness, liability or encumbrance incurred or owing or that may in future be incurred or become owing in respect of all or part of the Trust Fund or in respect of any property comprised in the Trust Fund, or by the Trustees, or for the purchase of any asset to become part of the Trust Fund;

(b) to allow for depreciation of any buildings, plant, machinery or other assets comprised in the Trust Fund;

(c) as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to the reserve fund in mitigation of losses or for any other purpose; or

(d) as a reserve to meet fluctuations of income in future years and other contingencies.

7.7 In making any decision as to the application of the income arising from the Trust Fund in any Income Year, the Trustees shall, in exercising their 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 Fund, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital;

(b) endeavour to act fairly in considering the needs and interests of all of Te Uri o Hau.

8. DISTRIBUTION OF CAPITAL

8.1 The Trustees may at any time:

(a) pay or apply all or any part of the capital of the Trust Fund to or for such one or more of the Beneficiaries who are living or in existence;

(b) appropriate all or any part of the capital of the Trust Fund for such one or more of the Beneficiaries who are living or in existence contingently upon the reaching of a specified age or the happening of a specified event.

9. TRUST PLANS AND REPORTING

9.1 The Trustees must within 2 months of receiving the draft statements of intent referred to in clause 5, prepare a consolidated statement of intent in respect of the forthcoming Income Year and each of the immediately following two Income Years.

9.2 Consolidated statement of intent:

(a) Each consolidated statement of intent must specify in respect of the forthcoming Income Year and each of the immediately following 2 Income Years, the following information:

(i) The nature and scope of the activities or projects to be undertaken by the Trust and/or by its sub-trusts during each relevant Income Year, including estimates of capital expenditure and funding requirements;

(ii) The performance targets, forecasts and other measures by which the performance of the Trust and/or the sub-trusts may be judged in relation to the proposed activities or projects, including, where relevant, estimations of the timeframes within which it is proposed that any activity or project be completed (or partially completed, as the case may be) and forecasts of any distributions to be made by the Trust and/or any of the sub-trusts, as the case may be;

(iii) Where the consolidated statement of intent departs from or modifies any of the matters described in paragraph (i) or paragraph (ii) above in relation to any previous consolidated statement of intent covering the same period (or part of the same period), an explanation for the departure or modification;

(iv) Revenue and expenditure budgets for each relevant Income Year; and

(v) Any other information that the Trustees deem appropriate.

9.3 Consolidated half yearly reports:

(a) As soon as is reasonably possible after the end of the first half of each Income Year, but not later than six weeks after they have received all of the six-monthly reports of the sub-trusts, pursuant to clause 5.2.2, the Trustees must prepare a consolidated report of the operations of the Trust and its sub-trusts during the first six months of the Income Year.

(b) The report required by this clause must:

(i) Include unaudited consolidated accounts, prepared according to generally accepted accounting principles and providing a true and fair view of the financial performance of the Trust and the sub-trusts in the relevant six month period and of their financial position as at the end of the relevant six month period;

(ii) Compare the financial performance of the Trust and its sub-trusts against their financial performance in the previous six months;

(iii) Compare the performance of the Trust and the sub-trusts against the forecasts, budgets, performance targets and other measures contained in any relevant consolidated statement/s of intent;

(iv) Identify and explain any departure from or modification of any relevant consolidated statement of intent that has occurred during the relevant six month period; and

(v) Where appropriate, contain revised revenue and expenditure forecasts for the remainder of the relevant Income Year.

9.4 Trust annual reports, accounts and distributions:

(a) As soon as is reasonably possible after the end of each Income Year, but no later than two months after the Trustees have received all of the annual reports of the sub-trusts pursuant to clause 5.2.3, the Trustees must prepare:

(i) A report of the operations of the Trust and the sub-trusts during that Income Year;

(ii) Audited consolidated financial statement for that Income Year, prepared according to generally accepted accounting principles and providing a true and fair view of the financial performance of the Trust and its sub-trusts during the Income Year and of their financial position as at the end of the Income Year. The financial statements must include as separate items, full details of any disclosure of interest by any Trustee or by any director of a trustee of a sub-trust and details of any premiums paid in respect of indemnity insurance for the benefit of any Trustee or any director of a trustee of a sub-trust; and

(iii) The auditor's report on the consolidated financial statements.

(b) Every report under clause 9.4 (a)(i) of this clause must:

(i) Contain such information as is necessary to enable an informed assessment of the operations of the Trust and the sub-trusts, including a comparison of their performance with any relevant statement of intent; and

(ii) Where relevant, disclose details of any distributions paid or payable by the Trust or any sub-trust for the Income Year to which the report relates.

9.5 The Trustees must ensure that the consolidated financial statements of the Trust for each income year are audited by a chartered accountant in public practice as soon as is reasonably possible after the end of that Income Year. The person appointed as auditor must not be a Trustee.

9.6 The Trustees must immediately upon completion of the audit of the consolidated financial statements, insert advertisements in all major metropolitan and provincial newspapers circulating in areas of New Zealand where Te Uri o Hau live as identified in the Beneficiary Roll advising that the consolidated financial statements are available for public inspection and that copies can be obtained at a place to be specified in the advertisement during normal business hours on any Business Day.

10. DISCLOSURE OF PLANS AND REPORTS

10.1 All reports, plans and financial statements of the Trust and of the Commercial Company, Commercial Trust, Social Services Company and Social Services Trust, and all other companies or trusts or other organisations under the control of the Trust, shall be held at the offices of the Trust. The reports, plans and financial statements required in terms of clauses 5 and 9 of this Deed must be available for inspection by Te Uri O Hau during normal business hours on any Business Day. Te Uri O Hau are entitled to obtain copies of this information. However the Trustees shall be entitled to recover at their discretion the reasonable copying or postage costs (if any).

10.2 Subject to the Trustees' reporting obligations in terms of clauses 9, 10.1 and 11 of this Deed, the Trustees may, in their sole discretion limit disclosure or refuse to disclose any information about the activities or proposed activities of the Trust and/or its subsidiary trusts or any entities related to the Trust or a subsidiary trust if the Trustees consider such information to be commercially or otherwise sensitive.

11. ANNUAL GENERAL MEETING

11.1 The Trustees shall, no earlier than four calendar months, nor later than six calendar months after the end of each Income Year, hold an annual general meeting and shall at that meeting:

(a) report on the performance against the statement of intent for the preceding income year and operation of the Trust during the preceding income year;

(b) report on the consolidated financial statements of the Trust and the sub-trusts for the preceding Income Year;

(c) report on the consolidated statement of intent for the current Income Year;

(d) report on such other information as is referred to in clause 9.4;

(e) consider any re-settlement or amendment to the Commercial Trust, Social Services Trust or any other trusts settled by the Trust; and

(f) consider such other matters as provided for under this Deed for consideration.

11.2 The Trustees must give not less than twenty eight (28) days notice of the holding of the annual general meeting, such notice to be inserted prominently in all major metropolitan and provincial newspapers circulating in areas in New Zealand where Te Uri o Hau live, as identified in the Beneficiary Roll. All such notices must contain:

(a) the date, time and place of the meeting, such place to be within Te Uri o Hau's Area of Interest or in the town or city in which its main office is situated, if outside Te Uri o Hau's Area of Interest;

(b) an agenda of matters to be discussed at the meeting;

(c) summaries of any information to be laid before the meeting;

(d) details (if applicable) of to whom and/or where proxies may be notified.

11.3 In addition to the annual general meeting of the Trust, the Trustees must, on the written requisition of the Chairperson for the time being of the Trust or on the written requisition of not less than such number of persons representing 2% of Adult Te Uri o Hau, convene a special general meeting of the Trust. 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 are required to provide a statement to the Trustees setting out the purposes for which the meeting has been requisitioned. The Trustees are not obliged to give notice calling the meeting until such a statement has been received. The Trustees are not obliged to call a special general meeting if requisitioned by less than 10% of Adult Te Uri o Hau if they and the Taumata Council conclude after due consideration that the requisition for the special general meeting is frivolous or vexatious.

11.4 The quorum required for any general meeting of the Trust shall be 70 Adult Te Uri O Hau who must be present in person and who must include in their number at least one representative from each one of the four Ancestral Marae.

11.5 The chairperson for the time being of the Trust will be the chairperson of any 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.

11.6 To the extent that a vote is sought at any general meeting, every Adult Te Uri O Hau shall have one vote. Voting may be by voice or on a show of hands or by secret ballot for those present in person or by proxy and shall in any case include postal ballot for those not present, in accordance with clause 11.8. The chairperson of the meeting may demand a poll on a resolution either before or after those present in person or by proxy vote by voice or show of hands. A resolution shall be passed if a majority vote in favour of the resolution unless this Deed expressly requires otherwise.

11.7 If within one hour of the time appointed for a meeting a quorum is not present the meeting shall be abandoned and the Trustees shall give notice of a further meeting in accordance with Clause 11.2. If within one hour of the time appointed for the further meeting a quorum is not present then the Adult Te Uri O Hau present either in person or by proxy will constitute a quorum. In all cases, postal votes validly cast in accordance with clause 11.8 (if any) shall be counted when a quorum exists.

11.8 In the case of a postal ballot, the following provisions shall apply:

(a) The Trust shall send postal ballot papers to all adult Te Uri o Hau which shall specify clearly the issue and the decision required to be made and which shall provide clearly for a place for either acceptance or rejection of the issues and otherwise clearly set out the criteria for completing and returning the postal ballot papers;

(b) The postal ballot papers shall be required to be received back by the Trust not later than one week before the notified date of the general meeting and any postal ballot paper received after this deadline must be disregarded;

(c) All votes (including postal votes) must be counted and the decision must be published in all major metropolitan and provincial newspapers circulating in areas in New Zealand where Te Uri o Hau live, as identified in the Beneficiary Roll and such decision shall be final.

11.9 A general meeting may be held on a Marae.

(a) If a general meeting is to be held on a Marae, the notice of meeting given under clause 11.2 must state (in addition to those matters already required under clause 11.2):

(i) that the meeting will be adjourned to a later day and time if a Tangi to be held on that Marae coincides with the proposed meeting;

(ii) the day and time the adjourned meeting shall take place.

(b) Provided the provisions of clause 11.9(a) are complied with, no further notice of the adjourned meeting will be required.

(c) If the adjourned meeting cannot take place because a Tangi to be held on that Marae coincides with the adjourned meeting, the trustees shall be required to give a new notice of meeting under clause 11.2.

12. PROXIES

12.1 An instrument appointing a proxy shall be in writing and signed by the person making the appointment. Such an instrument must set out precise details of the meeting to which the proxy relates and the nature and extent of the proxy holder's authority to vote at that meeting. The type of instrument that may be used is set out in the Fourth Schedule.

12.2 Notice of any proxies must be received by the Secretary not later than 48 hours prior to the commencement of the meeting to which the proxies relate.

13. ADDITION AND EXCLUSION OF BENEFICIARY

13.1 Subject to clauses 13.2 and 13.3, the Trustees may at any time by irrevocable deed appoint any person or class of persons (including in any case any body corporate or any unincorporated body of persons) to be a Beneficiary or Beneficiaries of the Trust. The appointment shall take effect from the date of the deed or such other date specified in the deed.

13.2 Before the Trustees exercise their power to appoint any additional Beneficiary or Beneficiaries, the following procedures must be observed:

(a) A general meeting of the Trust convened for the purpose of considering whether to add a Beneficiary or Beneficiaries to the Trust, must have been held, such meeting having been called not less than twenty eight (28) days after notice of the holding of the meeting in accordance with clause 11.2, provided that no such general meeting shall be held within one year of the date of the passing of the legislation giving effect to the Deed of Settlement;

(b) Any Adult Te Uri o Hau shall be entitled to cast a postal vote instead of attending the general meeting in person or provision shall be made for such postal voting to occur;

(c) In giving notice for the holding of the general meeting, the notice shall, in addition to the other matters required of such notice:

(i) Clearly specify the Beneficiary or Beneficiaries proposed to be added;

(ii) Advise that as an alternative to attending any public meeting to vote on the proposed addition, a postal vote may be cast; and

(iii) Advise where postal voting forms may be obtained and the procedure to be followed in making a postal vote, including the date by which such postal votes must be received.

13.3 The Trustees shall only be permitted to add a Beneficiary or Beneficiaries if:

(a) 75% or more of those votes validly cast in respect of the proposed addition, whether in person, by proxy, or by post, are in favour of the proposed addition; and

(b) The procedures described in clause 13.2 above have been adhered to.

14. MEETING OF TRUSTEES

14.1 All meetings of Trustees shall be held in accordance with the procedures set out in the Second Schedule.

15. DISCLOSURE OF INTERESTS

15.1 A Trustee is interested in a transaction involving the Trust if the Trustee:

(a) is a party to, or will derive a material financial benefit from that transaction;

(b) has a material financial interest in another party to the transaction;

(c) is a director, officer or Trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;

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

(e) is otherwise directly or indirectly interested in the transaction.

15.2 A Trustee is not interested in a transaction involving the Trust if his or her interest is held in common with all Te Uri o Hau.

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

(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.

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

16. DEALING WITH "INTERESTED" TRUSTEES

16.1 If the Trustees require particular skills for a particular task or function and a Trustee in his or her personal capacity has those skills, or is a partner, director or employee of a firm or company which has those skills, the Trustees may engage that Trustee or the firm or company of which the Trustee is a partner, director or employee, to undertake that task or perform that function as a contractor or consultant.

16.2 Nothing in clause 16.1 detracts from a Trustee's obligation to:

(a) Make disclosure of that Trustee's interest in terms of clause 15.3;

(b) Refrain from taking part in any deliberations of the Trustees concerning any matter in which that Trustee is interested;

(c) Act in the best interests of the Trust and the Beneficiaries.

17. **[DELETED]**

18. **REMUNERATION AND EXPENSES**

18.1 No private pecuniary profit may be made by any person from the Trust. However, each Trustee shall be entitled:

(a) in each income year, to remuneration for his or her services as a Trustee as may be reasonable having regard to his or her duties and responsibilities. The amount of such remuneration shall not exceed the amount representing a fair and reasonable remuneration for trustees or non-executive directors of organisations similar to and/or with responsibilities, businesses and activities similar to the Trust as determined by the application of remuneration guidelines developed from time to time by the trustees and auditor appointed in accordance with clause 9.5 hereof. It shall be the role of the auditor to confirm that the guidelines have been properly applied;

(b) to be reimbursed for fair and reasonable expenditure incurred by him or her on behalf of the Trust, subject in every case to approval by the Trustees;

(c) if any Trustee is engaged in a profession or business, to charge fees for work done by that Trustee or that Trustee's firm (whether or not the work is of a professional or business nature) on the same basis as if that Trustee was not one of the Trustees but employed to carry out the work on their behalf.

18.2 The Trustees must show the amount of any remuneration or fees charged by any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust Fund for any Trustees' indemnity insurance separately in the financial statements including any gifts received as referred to in clause 22.

19. **ADVICE TO TRUSTEES**

19.1 A Trustee may, when exercising powers or performing duties as a Trustee, rely on reports, statements and financial data and other information prepared or supplied, or on professional or expert advice given, by any of the following persons:

(a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;

(b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence; or

(c) any other Trustee or committee of Trustees in relation to matters within the Trustee's or Committee's designated authority.

19.2 If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, 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 three years' standing. In respect of any such opinion, the Trustees may act without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barristers or solicitors opinion, however, will not restrict the Trustees' right to apply to the High Court of New Zealand for directions and does not limit the general power to obtain advice pursuant to clause 19.3.

19.3 The Trustees may engage any person to provide advice or services to assist the Trustees with the exercise of their powers or performance of their duties as Trustees. The Trustees must prepare and make available to the Beneficiaries a procurement policy and must ensure that any engagement of any person to provide advice or services to the Trustees complies with that procurement policy.

20. LIABILITY OF TRUSTEES

20.1 A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of any act which he or she knows to be a breach of trust. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee or former Trustee for breach or alleged breach of trust.

21. INDEMNITY

21.1 Each Trustee or former Trustee is entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising out of or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

22. GIFTS OR DONATIONS

22.1 Accept Gifts

The Trustees may receive solicited and unsolicited gifts of any real or personal property for the purposes of the Trust or for any specific purpose that comes within the purposes of the Trust.

22.2 Separate specific Trusts

If the Trustees accept a designated gift they must keep that designated gift and any income derived from it separate from the general assets of the Trust Fund, and administer it as a separate specific trust in terms of the trust under which it was given.

(a) The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other separate specific trust. Similarly, the Trustees shall not use the general assets of the Trust Fund for such separate purposes.

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

23. RECEIPTS FOR PAYMENTS

23.1 The receipt of a Beneficiary or of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this Deed, shall be a complete discharge to the Trustees for that payment.

24. AMENDMENTS TO TRUST DEED

24.1 Amendments to the Trust Deed may only be made at a general meeting of the Trust convened for that purpose, such meeting having been called by giving not less than twenty-eight (28) days notice of the holding of the meeting in accordance with clause 11.2 **provided that** no amendments may be made within one year of the date of the passing of the legislation giving effect to the Deed of Settlement.

24.2 In addition to being able to attend a general meeting convened for the purposes of amending the Trust Deed, any Adult Te Uri o Hau is entitled to cast a postal vote instead of attending the general meeting and provision shall be made for such postal voting to occur in accordance with clause 11.8.

24.3 In giving notice for the purposes of amending the Trust Deed, the notice shall, in addition to the other matters required of such a notice:

(a) Clearly specify the precise amendments that are proposed in respect of the Trust Deed;

(b) Advise that as an alternative to attending any public meeting to vote on the proposed amendments that a postal vote may be cast; and

(c) Advise where postal voting forms may be obtained and the procedure to be followed in making a postal vote, including the date by which such postal votes must be received.

24.4 Any resolution approving an amendment to the Trust Deed will only be passed and be binding if 75% or more of those votes cast in respect of the proposed amendment, whether in person, by proxy or by post, vote in favour of the proposed amendment.

25. BENEFICIARY ROLL

25.1 The Trustees shall immediately produce, keep, maintain and update annually a Beneficiary Roll containing the names and addresses of all Te Uri o Hau. The Beneficiary Roll shall identify:

(a) the names, addresses, contact details and birth dates of each Te Uri o Hau;

(b) which of the four Ancestral Marae each person affiliates to and is registered with; and

(c) those Adult Te Uri o Hau.

25.2 Where a person is qualified to belong to more than one Ancestral Marae, they shall, when applying for enrolment, elect one Ancestral Marae that they wish to be registered with.

25.3 If any Te Uri o Hau does not affiliate with one of the four Ancestral Marae then for the purposes of voting for Trustees, that person shall be deemed to be affiliated and registered with such Ancestral Marae as shall be determined by the Taumata Council.

25.4 The Trustees shall ensure that a copy of the Beneficiary Roll is available for inspection by Te Uri o Hau at its office at all times during normal business hours of the Trust and at each year that an election of Trustees is due, at each of the four Ancestral Marae not less than 6 months prior to an election of Trustees.

26. APPOINTMENT OF CHIEF EXECUTIVE OFFICER

26.1 The Trustees shall appoint, and may remove, a chief executive officer of the Trust. The chief executive officer shall be appointed on such terms and conditions, including performance related conditions, as shall be determined by the Trustees.

26.2 The chief executive officer shall have such professional qualifications and business experience as is appropriate for the businesses and activities being carried on by the Trust.

26.3 The chief executive officer shall be employed for a term of not longer than three years at any time provided that such term may be renewed.

26.4 If one is appointed, the chief executive shall be responsible for the appointment of any secretary and any other officers or employees of the Trust provided that such appointments and the terms and conditions of such appointments are approved by the Trustees.

FIRST SCHEDULE
PROCEDURE FOR APPOINTMENT AND REMOVAL OF TRUSTEES

1. NUMBER OF TRUSTEES

1.1 There shall be eight (8) Trustees, two (2) elected from each of the four (4) Ancestral Marae.

2. QUALIFICATIONS OF TRUSTEES

2.1 To be appointed as a Trustee, a person must:

(a) be an Adult Te Uri o Hau;

(b) be registered with one of the Ancestral Marae;

(c) not be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;

(d) not have been declared bankrupt or made any composition or arrangement with his or her creditors; and

(e) not have been convicted of an indictable offence.

If, subsequent to a person's appointment as Trustee it is discovered that he or she did not meet these criteria at the time of that appointment, then his or her appointment is invalid and a vacancy arises. However, the invalidity of the appointment does not affect the validity of anything done by the Trustees while the ineligible person was ostensibly a Trustee.

3. TERM

3.1 All appointments of Trustees (other than the Trustees named herein ("the Original Trustees")) shall be for a term of three years. With the exception of the Initial Retiring Trustees (defined in clause 4.3 of the First Schedule), all trustees will be automatically reappointed for a further term of three years, making two consecutive terms totalling six years. A Trustee who has served two consecutive terms totalling six years or any Initial Retiring Trustee may stand for re-election and may be re-elected.

4. ELECTIONS AND ROTATION OF TRUSTEES

4.1 The first election shall be held within 4 months after the date that the legislation is passed giving effect to the Deed of Settlement. Pending such first election, the original Trustees shall be the trustees. For the purposes of clause 3.1 of this first schedule, the period from the establishment of the Trust up to the date of the first election shall not be counted when calculating the term of office of the Original Trustees.

4.2 Second and subsequent elections must be held at three yearly intervals, the second election being held on the third anniversary of the date of the first election. Clause 4.3 and 4.4 of the First Schedule set out the appointment and retirement procedures which must be observed at the second and subsequent elections. Clause 4.5 applies to all elections.

4.3 On the date of the second election, four of the eight trustees (being one trustee from each Ancestral Marae) must retire ("the Initial Retiring Trustees") and the remaining four trustees must be automatically reappointed for a further term of three years. Four new trustees (being one trustee from each Ancestral Marae) must be appointed in the place of the Initial Retiring Trustees. The Initial Retiring Trustee for each Ancestral Marae will be determined by agreement between the two trustees from the relevant Ancestral Marae, but if they cannot agree, the retirement must be determined by lot.

4.4 On the date of the third election and on each subsequent election date, the Trustees to retire will be those Trustees who have been longest in office, that is, those Trustees who have served for two consecutive terms totalling six years. Those Trustees may only be reappointed if they are subsequently elected in accordance with clause 5 of the First Schedule. The Trustees who have served for one term of three years will be automatically reappointed for a further term of three years. Any Trustee appointed under the vacancy provisions of clause 5.10 of the First Schedule shall be deemed to hold office for the same term as the trustee whose vacancy was filled (including any second three year term to which the vacating Trustee would have been entitled).

4.5 Elections and rotations shall at all times be on the basis of and subject to the requirement under clause 1.1 of the First Schedule that there will always be two trustees from each of the four Ancestral Marae.

5. POSTAL BALLOT

5.1 Elections shall be by way of postal ballot. The trustees shall appoint a returning officer ("Returning Officer") for every election under this clause. No Beneficiary may be appointed as a Returning Officer. The Returning Officer must conduct the election for which he or she is appointed in accordance with the Trust Deed and otherwise as he or she thinks fit.

5.2 The Returning Officer shall not less than 4 months before the expiry of each 3 year term, give public notice of elections of Trustees and call for Adult Te Uri o Hau to make nominations for the election of Trustees by publishing a prominent public notice in all major metropolitan and provincial newspapers circulating in Te Uri o Hau's Area of Interest.

Every notice given under this clause must:

(a) Invite nominations for election on a nomination paper in the form of the Fifth Schedule of the Trust Deed;

(b) State how many Trustees are to be elected, and for what term;

(c) Give the closing date and time for nominations;

(d) State that the Beneficiary Roll is open for inspection, and say where it may be inspected;

(e) Give the date and time at which voting in the election will close; and

(f) Say where nomination papers may be obtained.

5.3 Nominators must be Te Uri o Hau and can only nominate persons who are Te Uri o Hau and who are registered with the same Ancestral Marae as the nominator. Every nomination must be in writing, in the form provided in the Fifth Schedule to this Deed, must give the name of the nominator and the nominee, and must be signed by both the nominator and the nominee. The nominator and nominee must state which Ancestral Marae they are registered with. The nominee must sign a declaration that he or she is eligible to be a Trustee under the Trust Deed.

To satisfy clause 2.1(e) of this Schedule, nominees must include with their nomination an application for a copy of their personal information held on the Wanganui Computer and authorise the release of their criminal record to the Returning Officer. For the avoidance of doubt, nominees are not required or requested to disregard the effect of the Clean Slate Scheme under the Criminal Records (Clean Slate) Act 2004 and the provisions of that Act apply to this clause.

Nominees may, before the close of nominations, give the returning officer a brief statement, signed by the nominee, about his or her experience, qualifications, abilities, previous involvement with the Trust, interests, and reasons for standing for election.

A nominee may at any time prior to the closing date for nominations, by written notice to the Returning Officer, withdraw his or her nomination.

5.4 Nominations shall close on the date one month after the date on which the notice calling for nominations is published.

A postal ballot for the election of Trustees for each Ancestral Marae is required if the number of valid nominations for Trustees for the Ancestral Marae exceeds the number of appointments to be made in respect of that Ancestral Marae. In any case where the number of valid nominations received does not require a postal ballot to be held in respect of an Ancestral Marae, the person or persons validly nominated for election shall be deemed to have been duly elected as Trustees for that Ancestral Marae in accordance with their valid nominations.

5.5 When a postal ballot is required, the Returning Officer must, one month after the date that nominations close, post or personally deliver ballot papers to every Adult Te Uri o Hau. The envelope in which the voting papers must be returned shall be included with the ballot paper. Copies of any statements made by nominees in accordance with clause 5.3 of this Schedule shall be included with the ballot paper. The ballot papers shall:

(a) Specify the names of those persons who have been validly nominated for election in accordance with this Schedule and for whom the voter is entitled to vote under this Schedule; and

(b) Specify the Ancestral Marae to which each nominee is registered; and

(c) Advise the procedure to be followed in making the postal vote, including the date by which such postal vote must be received.

5.6 A returned ballot paper is invalid if:

(a) it was received after noon on the day specified by the Returning Officer as the final day for receiving votes, unless the voting paper was posted and the date on the stamp shows that it was posted before noon on that day;

(b) the voter is not an Adult Te Uri o Hau;

(c) the voter votes for more than one nominee and/or votes for a nominee that is not from the Ancestral Marae to which the voter himself or herself is registered;

(d) the ballot paper was not contained in the envelope included with the voting papers;

(e) the voter votes more than once in the election;

(f) the voting paper does not, in the opinion of the Returning Officer, clearly indicate the candidate or candidates for whom the voter intended to vote; or

(g) the Returning Officer believes on reasonable grounds that the ballot paper was not issued to the voter by the Returning Officer.

5.7 The postal votes shall be required to be received back by the Returning Officer not later than 1 month before the expiry of each 3 year term.

5.8 After counting the number of valid votes cast for each candidate, the Returning Officer must declare the result of the election as follows:

(a) the nominee or nominees from each Ancestral Marae (not exceeding in number the number of Trustees to be elected for that Ancestral Marae) with the most valid votes shall be elected as Trustee or Trustees;

(b) if 2 or more candidates receive the same number of valid votes, the Returning Officer must decide which of them is elected by conducting a lot;

(c) the lot must be conducted in the presence of the candidates and/or the persons they appoint to be their scrutineers, and two Trustees.

5.9 The Returning Officer must declare the result of the election by giving written notice of the names of the candidates elected, the number of valid votes cast for each candidate, and the number of invalid votes cast:

(a) to the Trustees then holding office;

(b) in all major metropolitan and provincial newspapers circulating in Te Uri o Hau's Area of Interest.

Any candidate may apply in writing to the Returning Officer for a recount within 3 working days after the declaration of the result by the Returning Officer, provided that, on the result declared by the Returning Officer, that candidate requires less than 50 further votes to be elected as a Trustee.

If the Returning Officer receives a valid request for a recount, he or she must conduct a recount within three days of receiving the request. The recount shall be conducted

as far as practicable in accordance with the provisions governing the original count. Each candidate may, by notice in writing to the Returning Officer, appoint one scrutineer for the recount. The Returning Officer must give notice in writing to the candidates and the scrutineers of the time and place for the recount. Only the Returning Officer and his or her assistants (if any) and the scrutineers may attend the recount.

If on the recount the Returning Officer finds that the declaration of result was incorrect, he or she shall give written notice of the amended result of the election in accordance with this clause.

Any appointment of any Trustee not made in accordance with this Schedule shall not be valid and binding on the Trust and the Trustees then holding office shall be under no obligation to recognise such appointment.

5.10 Should any vacancy in the office of any Trustee arise prior to the expiry of the Trustee's term of appointment, such term of appointment being determined in accordance with clause 3 of the First Schedule, then the vacancy shall be filled by holding an election in accordance with the provisions of this First Schedule. Such an election shall be limited to electing a Trustee to represent the particular Ancestral Marae in question. The election must be held as soon as reasonably practicable after the vacancy occurs on a date determined by the remaining Trustees, provided that the remaining Trustees may decide in their discretion not to hold an election if the vacancy occurs less than six months before the Trustee's second consecutive term of office was due to expire.

6. CHAIRPERSON

6.1 The Trustees shall at their first meeting, and tri-annually thereafter elect a chairperson and deputy chairperson from amongst them. The chairperson shall not have a casting vote.

7. TERMINATION OF OFFICE OF TRUSTEES

7.1 A Trustee shall cease to hold office if he or she:

(a) retires from office by giving notice to the Trustees or the secretary of the Trust;

(b) completes his or her term of office and is not reappointed;

(c) refuses to act;

(d) is absent without leave from three (3) consecutive ordinary meetings of the Trustees;

(e) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;

(f) becomes bankrupt or makes any composition or arrangement with his or her creditors; or

(g) is convicted of an indictable offence; or

(h) is, subsequent to his or her appointment, found not to be eligible to be appointed as a Trustee because he or she did not meet the eligibility criteria under clause 2.1 of this First Schedule at the time of his or her appointment.

For the avoidance of doubt, the Trustees must determine whether, in accordance with this Deed, a vacancy in the office of Trustee exists at any time.

For the avoidance of doubt, a Trustee who ceases to hold office in accordance with this clause (except sub-clause (b)) is ineligible to stand in any election held to elect a new Trustee to replace that Trustee.

8. RECORD OF CHANGES OF TRUSTEES

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

8.2 In the case of the appointment, retirement or termination of office of any Trustee, the Trustees will also ensure that any statutory requirements as to the vesting of the Trust Fund in the Trustees are satisfied.

SECOND SCHEDULE
RULES GOVERNING MEETINGS OF TRUSTEES

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 two Trustees may at any time summon a meeting of the Trustees.

2. **Notice of Meeting**

2.1 Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or email 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. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Every notice of a meeting shall state the place, day and time of the meeting, and the subject matter of the meeting.

2.3 The requirement for notice of a meeting may be waived if all the Trustees who are for the time being in New Zealand give their written consent to such a waiver.

3. **Quorum**

3.1 Five Trustees shall constitute a quorum at meetings of the Trustees.

4. **Interested Trustee Must Not Vote**

A Trustee who is interested (as defined in clause 15 of this Deed) in a transaction involving the Trust must not:

(a) Be present at or take part in any discussion or deliberation by the Trustees on any matters related to the transaction;

(b) Vote on any matter relating to the transaction;

(c) Sign any document relating to the transaction in his or her capacity as Trustee;

(d) Do anything else as a Trustee in relation to the transaction.

Notwithstanding paragraph (a) above, a Trustee who removes himself from a meeting of directors to allow the remaining Trustees to discuss a transaction in which the absent Trustee is interested is deemed to be present throughout the meeting for the purpose of constituting a quorum.

5. **Proceedings at Meetings**

5.1 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall not have a second or casting vote.

5.2 The chairperson shall take the chair at all the meetings of the Trustees. If the chairperson is not present then the Trustees present shall elect one of their number to be chairperson of the meeting.

5.3 The Trustees may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustee or Trustees may act only for the purpose of advising of the vacancy and requesting that a new Trustee or Trustees be appointed to fill any vacancy or vacancies, and for no other purpose.

5.4 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.

6. **Committees**

6.1 Notwithstanding any common law duty or rule of equity against delegation, the Trustees may appoint sub-committees, ad hoc committees or executive committees as they may from time to time think expedient for the purpose of advising the Trustees in relation to any of the activities or proposed activities of the Trust. Any such committee *may* co-opt any other person, whether a Trustee or not, to be a member of that committee. Subject to this Schedule and to any directions that the Trustees might give, each committee may regulate its own procedures. The Trustees may otherwise make such changes and alter their relationship with the Committees as they see fit.

6.2 Without limiting the generality of the foregoing, the Trustees shall:

(a) Establish the Environmental Committee - The Environmental Committee shall be a committee of the Trust and shall have appointed to it such persons as the Trust deems fit. The Environmental Committee shall advise the Trustees in relation to procedures under the provisions of the Resource Management Act 1991, develop a conservation management approach, develop an ability to respond to conservation matters between Te Uri o Hau and the Department of Conservation, monitor cultural assets and possess appropriate appointment and resource management technical skills and carry out such other environmental duties as determined by the Trustees from time to time, in their sole discretion; and

(b) Recognise the mana of the existing Taumata Council - The Taumata Council shall comprise of such Kaumatua and Kuia of Te Uri o Hau as are recognised within Te Uri o Hau as having the mana to sit on such Council. The Taumata Council shall (inter alia) be responsible for all matters relating to tikanga, the organisation of traditional marae activities and marae development, the development and maintenance of regular communication with Te Uri o Hau and other Maori, determining disputes as to who is Te Uri o Hau and to which Ancestral Marae Te Uri o Hau belong, together with determining such other matters as set out in this Deed and such other matters as are usual in tikanga. The Taumata Council shall promote awareness of Te Uri o Hau cultural issues and concerns and be responsible for communication with other organisations including government departments. The proceedings of the Taumata Council shall be open to all Te Uri o Hau.

(c) Establish a management unit comprising the officers referred to in clause 26, which management unit shall service the administration requirements of the Trust including all committees, trusts, companies or organisations whatsoever under the control of the Trust.

7. Resolutions

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

7.2 For avoidance of doubt a written resolution signed by all of the Trustees is not required when the resolution has been passed at a duly convened meeting of Trustees, in which case a minute signed by the chairperson of the meeting is sufficient proof that the resolution was passed and of the terms of the resolution.

8. Minutes

8.1 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 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 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 and Internet Conference Meetings

9.1 For the purposes of these rules a teleconference or Internet conference meeting between a number of Trustees or committee members who constitute a quorum, together with the secretary or another person acting as a secretary, shall be deemed to constitute a meeting of the Trustees or the committee (as the case may be). All the provisions in these rules relating to meetings shall apply to teleconference or Internet conference 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 or Internet conference meeting and to be linked for the purposes of such a meeting. Notice of such a meeting may be given on the telephone or by email;

(b) throughout the teleconference or Internet conference meeting each participant and the secretary or person acting as a secretary must be able to hear or receive communications from each of the other participants;

(c) at the beginning of the teleconference or Internet conference 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 or internet conference 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 meeting unless he or she leaves the meeting with the chairperson's express consent;

(e) a minute of the proceedings at the teleconference or Internet conference 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 and by the secretary or person acting as a secretary.

THIRD SCHEDULE
POWERS OF TRUSTEES

Subject to the limitations expressed or implied in this Deed, in order to achieve the objects of the Trust, the Trustees have, in relation to the Trust Fund, all the rights powers and privileges of a natural person in relation to the management of his own affairs, including (without limitation) the following powers:

1. **To Invest**

   (a) To invest the Trust Fund and the income from it in any form of investment, and to vary such investment from time to time;

   (b) To retain any investments coming into the Trustees' hands as part of the Trust Fund for as long as the Trustees think proper.

2. **To Enter into Joint Venture Agreements, etc**

   To enter into any joint venture, partnership, co-production agreement or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concession or otherwise with/or to co-operate with or assist or subsidise any person, persons, company or companies carrying on or engaged in or about to carry on or engage in any business or transaction which the Trust is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Trust.

3. **To Sell**

   To sell any real or personal property forming part of the Trust Fund in the manner and on the terms and conditions the Trustees think fit, including (without limitation) power to allow such part of the purchase price as the Trustees think fit to remain on loan with or without security or to be payable by instalments.

4. **To Postpone Sale**

   To postpone the sale of any real or personal property forming part of the Trust Fund for as long as the Trustees think fit without being liable for any resultant loss to the Trust Fund.

5. **To Let**

   To let any real and personal property at such rent and on such terms and conditions (including an option to purchase) as the Trustees think fit and to accept surrenders of any leases and tenancies.

6. **To Borrow**

   To borrow any money at whatever rate of interest and upon whatever other terms and conditions the Trustees may think fit, provided that the Trustees shall be satisfied that the Trust will at all relevant times be able to meet payments due against any borrowings and all other current liabilities of the Trust as they fall due. For this purpose, the Trustees may give security for repayment over the entire Trust Fund or any part of it, whether or not any part over which the security is given benefits from the borrowing.

7. **To Guarantee Obligations**

To guarantee the liability of any person or corporation and to give security in support of any such guarantee.

8. **To Carry on Business**

(a) To carry on any business whether in partnership or otherwise, for as long as the Trustees think fit. They may use any part of the Trust Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons (except any Trustee) as they think fit.

(b) The Trustees shall be absolutely indemnified out of the Trust Fund for any losses which they may sustain in so carrying on any such business.

(c) Subject to the terms and conditions on which any business is carried on by the Trustees, the net annual profits from any business shall, at the Trustees' discretion, be distributable as income in the Trustees' hands without having to be first applied in making good any earlier business losses. Any business losses for any year, unless the Trustees decide otherwise, shall be borne by the capital of the Trust Fund and not recouped out of later profits.

9. **To Accept Payment in Company Securities**

In the sale of any business to a company, to accept payment for all or part of the purchase price in ordinary deferred or preference shares (whether fully paid or partly contributory) or debentures or debenture stock of such company. In exercising this power the Trustees shall not be taken to be exercising a power of investment.

10. **To Promote or Own a Company**

To promote or own shares in a company or companies for the purpose of acquiring or owning any business or the assets of any business and/or for the purpose of acting as a corporate trustee of a trust, including a charitable trust.

11. **To Act in Relation to Certain Companies**

In respect of any company in which the Trust holds or is the beneficial owner of shares, notes, stock or debentures:

(a) to act as a director of the company and to receive and retain fees or other remuneration for so acting without having to account to the Trust Fund unless the Trustees otherwise require;

(b) to provide out of the Trust Fund on such terms as the Trustees think fit further capital for the company either by way of advances, loans, deposits or otherwise (with or without security) or by taking further shares in the company;

(c) to concur in the liquidation, reconstruction or amalgamation of the company or in the modification of its constitution, on whatever terms the Trustees think fit; and

(d) generally to act in relation to the company in whatever manner the Trustees consider to be in the best interests of the Trust and the Beneficiaries.

12. **To Maintain Property**

To maintain, manage and improve property which, or any interest in which, forms part of the Trust Fund, in whatever manner the Trustees think fit. For those purposes, the Trustees may pay and apply any of the capital and income of the Trust Fund as they think fit.

13. **To Purchase Property**

To purchase as an asset of the Trust Fund any property or interest in property which the Trustees consider will benefit the Trust Fund. In exercising this power the Trustees shall not be taken to be exercising a power of investment.

14. **To Grant and Acquire Options**

To grant acquire, dispose of and exercise any option to purchase, lease or exchange any interest in real or personal property of any value, whether the option is incidental to, or independent of, any sale, lease, exchange or other disposition. An option may be granted, acquired or disposed of on such terms and conditions as the Trustees think fit, and in respect of a grant, may be granted at a price determined at the time of the grant or at such later date as the Trustees think fit. The Trustees shall not be personally liable for any loss arising from their exercise of this power and shall be indemnified accordingly out of the Trust Fund.

15. **To Make Loans and Advances**

To make any loans or advances (with or without security) for any of the purposes of the Trust Fund in such manner and on such terms and conditions as the Trustees think fit.

16. **Capital, Income and Blended Funds**

To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to apportion blended funds. Each determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund.

17. **Depreciation or Replacement Funds**

To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion:

(a) the amount of income to be credited from time to time to any of those funds;

(b) whether those funds are income or capital.

18. **Bank Accounts**

To open any bank accounts in any name(s) either on the Trustees own behalf or jointly with some other person(s), and to overdraw any such account with or without giving security. The Trustees may also make arrangements with any bank for any

one or more of the following persons to operate on any of the Trustees' accounts at that bank:

(a) Any two or more of the Trustees; and

(b) any delegate(s) named in writing by all the Trustees.

19. **To Insure**

To take out insurance against such risks (including indemnity insurance for the benefit of Trustees, former Trustees and/or employees of the Trust or of any subsidiary trust or related entity) as the Trustees think fit, provided that the Trustees must not insure themselves or former Trustees against any liability against which they are not entitled to seek an indemnity from the Trust Fund. The Trustees may pay any insurance premiums out of income or capital as they think fit.

20. **To Waive Debts**

Without being liable for loss, to waive any debts due to the Trust Fund, either absolutely or on such terms as the Trustees think expedient.

21. **To Protect or Enhance Assets**

To enter into any type of contract whatever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.

22. **To Raise Funds**

To raise money for any of the purposes of the Trust by all lawful means, including the conduct of fund-raising campaigns.

23. **To Receive Gifts**

To receive gifts of property and investments as additions to the Trust Fund.

FOURTH SCHEDULE
INSTRUMENT APPOINTING PROXY

I [*insert name*] of [*insert address*] being affiliated to the [ ] Marae / Hapu appoint [*insert name*] of [*insert address*] as my proxy to vote for me at the Meeting of the Trust to be held at [*venue*] commencing at [*time and date*] or at any adjournments of any such meeting. I direct that my proxy may unless instructed *vote as he or she thinks fit / abstain from voting / vote as set out below.

* delete one

FIFTH SCHEDULE

NOMINATION FOR ELECTION OF TRUSTEES

[Name of Ancestral Marae]

[Address of Returning Officer]

To the Returning Officer for the election of Trustees of the Te Uri o Hau Settlement Trust,

I, the undersigned, being an Adult Te Uri o Hau registered with [name] Ancestral Marae, hereby nominate [name of nominator] registered with [name] Ancestral Marae as a candidate for election as a Trustee of the Te Uri o Hau Settlement Trust.

Date:

Name:

Address:

Signed:

Name of Witness:

Address of Witness:

Signed by Witness:

I, the said [name of nominee] hereby consent to the above nomination.

I declare that I am eligible to be a Trustee of the Te Uri o Hau Settlement Trust under clause 2.1 of the First Schedule to the Trust Deed because:

I am an adult Te Uri O Hau as defined in the Deed in Relation to Te Uri o Hau Settlement Trust dated 3 May 2001;

I am registered with one of the Ancestral Marae;

I am not physically or mentally incapacitated to the extent that I am unable to perform the duties of a Trustee;

I have not been declared bankrupt or made any composition or arrangement with my creditors; and

I have not been convicted of an indictable offence.

To further confirm my eligibility to be a Trustee of the Te Uri o Hau Settlement Trust, I attach an application for a copy of my criminal record held on the Wanganui Computer which authorises the release of my criminal record to the Returning Officer.

Date:

Name of nominee:

Address:

Signature:

Name of Witness:

Address of Witness:

Signature of Witness:

Important notes for nominators and nominees:

1. This form is to be returned to the Returning Officer at [address] to be received no later than midday on [date for closure of nominations].

2. Nominees are required to complete and attach a "Request for a copy of Personal Information" form to be sent to the Ministry of Justice. If you have not already obtained a copy of this form please contact the Returning Officer.

3. Nominees should be aware that the Criminal Records (Clean Slate) Act 2004 may apply to the provision of information about them stored on the Wanganui Computer, and should seek legal advice if necessary.

4. Nominees are encouraged to provide a short statement and photo to assist voters in making an informed decision. These should be sent to the Returning Officer by [date].

5. For any further information, please contact the Returning Officer on [details].