

Trust Deed

relating to the

Te Kāhui Rongoā Trust

19 December 2011

Handwritten signatures and initials:
Mun J.P. a

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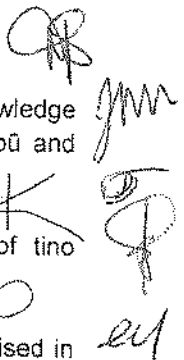
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between the Interim Trustees of Te Kāhui Rongoā Trust

Introduction

- A. For centuries in this land Iwi, Hapū and whānau cultivated, cared for and used the rongoā that we discovered in the world around us.
- B. As the tīpuna understood and refined the medicinal and curative properties of rongoā, its use and development became an intrinsic part of our wellbeing, he taonga tuku iho, hei oranga mo tātou katoa.
- C. Rongoā was accepted as a gift from the land and waters and Iwi, Hapū and whānau accepted the responsibility to be kaitiaki for it. That responsibility, as well as the knowledge of rongoā, was handed down through the generations and protected as part of the tino rangatiratanga of every Iwi, Hapū and whānau
- D. In 1840 rongoā was a taonga protected under Article Two of Te Tiriti o Waitangi. In subsequent years the ability of Iwi, Hapū and whānau to protect the rongoā and properly nurture its development was obstructed by acts and omissions of the Crown. As a result it became difficult to conserve the land and waters that gave life to rongoā and to ensure the safe and effective transmission of its knowledge and use. Yet the taonga and the knowledge survived through the will of the people and the commitment of rongoā practitioners.
- E. In its Wai 262 report, 'Ko Aotearoa Tenei', the Waitangi Tribunal acknowledges that:
- (i) rongoā Māori is necessary to address the ongoing Māori health crisis and is a potential method to improve Māori health;
 - (ii) that the Crown has suppressed rongoā Māori and failed to adequately support traditional healing;
 - (iii) rongoā Māori services should be expanded; and
 - (iv) support to gather data is necessary to determine rongoā use and demand.
- F. In November 2011, at Waipuna Marae in Panguru, a resolution to establish a single entity uniting rongoā as one kaupapa and to provide a unified voice for rongoā Māori for Aotearoa was ratified by representatives of 10 rohe, rongoā practitioners and whanau. A name for the entity was also agreed at this meeting. For legal or ture tangata purposes, the name "Te Kāhui Rongoā" was accepted. For 'tikanga tangata' purposes, and to express the unity of rongoā whanau, the name "Te Kāhui Tāwharautanga o ngā Rongoā" was accepted as the traditional umbrella for rongoā huri noa o te motu.
- G. Therefore:
- (i) to ensure the future practice and protection of rongoā, and recognising that the knowledge and practices associated with rongoā are integral to the well-being of all Iwi, Hapū and whānau;
 - (ii) affirming that the practice and protection of rongoā is part of the authority of tino rangatiratanga guaranteed in Article Two of Te Tiriti o Waitangi;
 - (iii) affirming further that the practice and protection of rongoā is a cultural right recognised in



the United Nations Declaration on the Rights of Indigenous Peoples; and

- (iv) recognising also the right to develop, research and acquire funding for the development and protection of rongoā is a right implicit in Te Tiriti o Waitangi and guaranteed in the United Nations Declaration on the Rights of Indigenous Peoples,

this Trust Deed is promulgated to ensure the proper governance of rongoā according to ture tangata and thus the future protection and development of rongoā according to the tikanga tangata and tino rangatiratanga o tātou te Iwi Māori.

It is declared:

1. Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Account Date means 30 June in each calendar year or such other date as may from time to time be fixed by the Trustees as the date on which the Annual Accounts are to be prepared;

Annual Accounts means the annual accounts of the Trust prepared by the Trustees in accordance with generally accepted accounting practice for each Financial Year pursuant to clause 5.4(b), which must include:

- (a) the audited statement of financial position of the Trust as at the Account Date;
- (b) the audited statement of financial performance of the Trust for the financial period ending on the Account Date; and
- (c) the notes, Trustee's reports, auditor's statements and other documents annexed to those statements of financial position and performance;

Annual Meeting means the Meeting to be held in each calendar year under sub-clauses 1.1 and 1.2 of Schedule 3;

Annual Plan means an annual plan for the next Financial Year, that must include:

- (a) the objectives of the annual plan; and
- (b) any proposal to change the constitutional documents of the Trust;

Annual Report means the annual report for the previous Financial Year, made available not less than 20 Business Days before each Annual Meeting, that reports against the objectives set out in the Annual Plan for the previous Financial Year, including:

- (a) a comparison of the Trust's performance against the objectives set out in the Annual Plan, including:
 - (i) changes in the value of the Trust Fund; and
 - (ii) distributions made in accordance with the Charitable Purposes; and
- (b) the annual financial report, containing the Annual Accounts;

Assets mean Trust property of any kind, whether tangible or intangible;

Business Day means any day, other than a Saturday or Sunday, on which registered banks in Auckland and Wellington are open for business;

Chairperson means the Trustee from time to time appointed by the Trustees under clause 5.1 of Schedule 3 to act as the Chairperson;

Charitable Purposes has the meaning set out in clause 3.1;

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

Conflict Transaction has the meaning given to it in sub-clause 11.1 of Schedule 3;

Conflicted Trustee is a Trustee for whom a conflict exists pursuant to sub-clause 11.1 of Schedule 3;

CPI means the Consumer Price Index (All Groups) as published by the Department of Statistics or by any other governmental agency or body upon which the duties in connection with the CPI devolve;

Custodian Trustee means a custodian trustee appointed in accordance with clause 5.11;

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

Deputy Chairperson means the Trustee from time to time appointed by the Trustees under clause 5.1 of Schedule 3 to act as deputy to the Chairperson;

Establishment Period means the period commencing in the Trust Deed Date and ending on the date of the First Annual Meeting;

Financial Year means, in relation to the Trust, the period of twelve consecutive calendar months (or such other period as the Trustees may from time to time designate) ending on the Account Date;

First Annual Meeting means the first Annual Meeting held after the Trust Deed Date;

General Meeting means an Annual Meeting or Special Meeting, but excludes a Regular Meeting;

Hui is defined in clause 2.2 of Schedule 1;

Inland Revenue Acts has the meaning given to it in section 3(1) of the Tax Administration Act 1994;

Interested Organisation means any organisation that the Trustees consider, in their discretion, is actively involved in the health sector and is interested in rongoā;

Interim Trustees means the Trustees who sign this Deed on the Trust Deed Date;

Meeting means any Annual Meeting, Special Meeting or Regular Meeting of Trustees;

Member means any person who the Trustees consider, in their discretion, actively participates in rongoā;

Members' Register is defined in clause 7.1;

Notice means a written communication to Registered Members and Interested Organisations which:

- (a) in the case of a General Meeting must include:
- (i) the date and time of the meeting and its venue;
 - (ii) the agenda for the meeting, including the matters on which a vote is to be taken; and
 - (iii) where any relevant explanatory documents may be viewed or obtained; and
- (b) in the case of a Regular Meeting must include:
- (i) the date and time of the meeting and its venue; and
 - (ii) the agenda for the meeting;

Ordinary Resolution means a resolution of the Trustees approved by 50% or more of the Trustees present in person at a properly convened Meeting;

Organisations Register is defined in clause 7.8;

Prohibited Person means a person who:

- (a) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as Trustee; or
- (b) is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
- (c) is or becomes disqualified from acting as an officer of a charitable entity pursuant to section 16 of the Charities Act 2005; or
- (d) is or ever has been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993;

Registered Member means a Member registered on the Members' Register pursuant to clause 7.4;

Regular Meeting means any Meeting, other than an Annual Meeting or Special Meeting, which is agreed to be convened by the Trustees under clause 2 of Schedule 3;

Rohe means a region referred to in Schedule 4;

Special Meeting means any Meeting that is convened under clause 3 of Schedule 3;

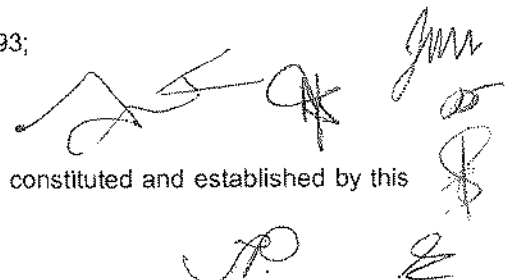
Special Resolution means a resolution of the Trustees approved by 75% or more of the Trustees present in person at a properly convened Meeting;

Sub Committee means a sub-committee appointed by the Trustees in accordance with clause 5.2;

Subsidiary has the meaning given to it in the Companies Act 1993;

Tax Act means the Income Tax Act 2007;

Trust means the Te Kāhui Tāwharautanga o ngā Rongoā Trust constituted and established by this Deed;



Trustees mean the trustees of the Trust for the time being who are appointed as trustees under this Deed, and includes the Interim Trustees;

Trust Deed Date means the date on which this Deed takes effect, being the date on which it is validly executed by the Interim Trustees;

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed; and

Trust Office means such office as the Trustees may designate from time to time.

1.2 Interpretation of Schedules

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

- (a) terms and expressions have the meanings given to them by the Deed; and
- (b) a reference to a paragraph is a reference to a paragraph of that schedule.

1.3 Statutes

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

1.4 General References

References in this Deed to:

- (a) a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
- (b) one gender includes the other gender;
- (c) the singular includes the plural and vice versa;
- (d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
- (e) the Deed includes its Schedules.

1.5 Headings

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

2. Establishment and acknowledgement of Trust

The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is the Te Kāhui Rongoā Trust.

3. Kaupapa/purposes

3.1 Charitable Purposes

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The purposes for which the Trust is established are to:

- (a) nurture, protect and grow rongoā me ona tikanga in accordance with hapū and iwi tino rangatiratanga;
- (b) assist, educate and support practitioners of rongoā;
- (c) research and develop the science of rongoā;
- (d) safeguard the knowledge and cultural and intellectual property of rongoā;
- (e) develop and promote appropriate ethical guidelines for the use and acquisition of rongoā;
- (f) develop education programmes in the knowledge and use of rongoā, including standards and competencies in the practice of rongoā;
- (g) improve the health and wellbeing of Māori people;
- (h) advocate for equitable health funding for Māori people;
- (i) seek greater acceptance of rongoā among other medical practitioners and throughout Aotearoa; and
- (j) initiate and enhance exchanges with other indigenous peoples and practitioners of traditional medicine.

3.2 No non-charitable objects and purposes

The objects and purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees and the Trust shall be restricted accordingly and limited to New Zealand.

4. Appointment and powers of Trustees

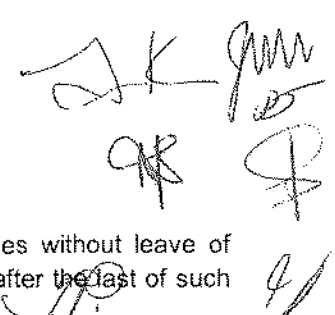
4.1 Trustees

- (a) The Interim Trustees shall:
 - (i) be those persons who have signed this Trust Deed on the Trust Deed Date; and
 - (ii) hold office for the Establishment Period.
- (b) On and from the end of the Establishment Period, two Trustees may be elected and removed by each Rohe in accordance with Schedule 1.

4.2 Cessation of office of Trustee

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

- (a) is removed pursuant to clause 4.1(b);
- (b) resigns as a Trustee by giving notice in writing to the Chairperson; or
- (c) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or



- (d) becomes a Prohibited Person; or
- (e) dies.

4.3 When Trustee ceases to hold office

The Trustee concerned shall cease to hold office:

- (a) in the case where clause 4.2(a) applies, from the date on which the Trustees are satisfied (acting reasonably) that the Trustee has been properly removed from office pursuant to clause 4.1(b);
- (b) in a case where clause 4.2(b) applies, from the date the notice of retirement shall have been delivered to the Chairperson;
- (c) in the case where clause 4.2(c) applies, from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (d) in the case where clause 4.2(d) applies, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

4.4 Vacancies

Any vacancy in the office of Trustee shall be filled by the relevant Rohe in accordance with Schedule 1, and the remaining Trustees shall continue to act until that vacancy has been filled.

4.5 Power of Trustees

To achieve the purposes of the Trust:

- (a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;
- (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund;
- (c) in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- (d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- (e) if any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the Financial Year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment

or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause;

- (f) the Trustees may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for any Charitable Purpose;
- (g) if any income of any Financial Year of the Trust shall not be paid or applied in accordance with clauses 4.5(e) or (f) during or within six months from the end of that Financial Year the Trustees must accumulate that income, and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and
- (h) the Trustees may at any time pay or apply all or any of the capital of the Trust for any Charitable Purpose.

4.6 Specific powers

Without limiting the nature and scope of the powers of the Trustees, those powers shall include the following:

- (a) To establish an administrative base which shall include such operational staff as the Trustees may deem fit.
- (b) To purchase, take, lease, receive as a gift or loan, or otherwise acquire and hold any real and personal property of any nature.
- (c) To seek, accept and receive donations, subsidies, loans, grants, endowments, legacies and gifts whether in money or in kind, or partly in one way and partly in the other.
- (d) To lease, let, or grant the use of land and/or buildings or parts thereof, on such terms and conditions as the Trustees may agree, for any lawful purpose, and to apply the rents, commissions, or other payment in furtherance of the Charitable Purposes.
- (e) To sell, demolish, or otherwise dispose of any real or personal property vested in the Trust on such terms and conditions as the Trustees may determine.
- (f) To participate in activities, so as to directly or indirectly benefit the Charitable Purposes, and for any Charitable Purpose, to take or otherwise acquire and hold and dispose of shares in any company having purposes similar to those of the Trust.
- (g) To enter into any arrangements with any government agency or authority regarding any rights, privileges and/or concessions which the Trustees may consider it desirable to obtain, carry out or exercise and to comply with any such arrangements, rights, privileges and concessions.
- (h) To construct, alter, restore, improve, maintain, develop, work, manage, farm, carry out, or control any building or works or do anything in relation to such buildings or works as the Trustees may deem necessary or convenient, and to develop any land and to prepare the same for building and any other purpose consistent with any Charitable Purpose of the Trust and to do or cause to be done all matters ancillary thereto and to enter into contracts and arrangements of all kinds with architects, builders and others.
- (i) To acquire, hire, operate and maintain any machinery, persons, or goods the Trustees may deem necessary or desirable and to make such charges for the use thereof as the Trustees may deem reasonable.

- (j) To enter into contracts of employment or service with any person, body, or society (whether incorporated or not), and to pay remuneration for services rendered as the Trustees may see fit.
- (k) To lend money to any person, body or society (whether incorporated or not), on such terms as the Trustees may think fit and to guarantee the performance of contracts by any such persons, but only in furtherance of the Charitable Purposes.
- (l) To borrow money with or without security, to pay interest on any monies borrowed at such rate as may be negotiated with the respective lenders, and to secure any monies so borrowed by mortgage or other assets of the Trust subject to such terms and conditions as the Trustees think fit.
- (m) To invest, subject to the terms of any trust or grant or endowment, any money held by or on behalf of the Trust in any securities in such other manner as the Trustees may approve, and to deposit the same subject as aforesaid so as to yield interest in such manner as the Trustees may approve.
- (n) To draw, make, accept, endorse, discount and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (o) To adopt such means of making known the activities and Charitable Purposes of the Trust as the Trustees deem expedient and in particular, but not so as to limit the means, by advertising in the press, by attendance at meeting, by circular and any publication of books, periodicals, brochures, maps and any other press periodical and books.
- (p) To print, publish, distribute and sell, any books, articles, research monographs, pictures, photographs, maps and any other works upon such terms and conditions as agreed with the authors thereof, as the Trustees may think fit and on commission and make grants to authors at the discretion of the Trust.
- (q) To obtain any provision, order, or Act of Parliament, or town planning ordinance, classification, designation or bylaw to enable the Trustees to carry out any Charitable Purpose or for any other purpose which in the opinion of the Trustees is directly or indirectly conducive to the carrying out any Charitable Purpose and to oppose any proceedings, applications, classification, designations, ordinances or by laws which may seem to be likely to directly or indirectly prejudice or injure the interests and Charitable Purposes of the Trust.
- (r) To pay all or any of the expenses incurred in and in connection with the preparation of these rules and the establishment of the Trust.
- (s) To appoint managers, agents and attorneys in New Zealand, for all or any of the purposes of the Trust and to remunerate such managers, agents or attorneys for their services by way of salary or commission, or partly by one mode and partly by the other mode, to act as managers, agents or attorneys, or to accept the agency for any person body or society, whether incorporated or not, on such terms as the Trustees think fit.
- (t) To apply the Trust Fund and income of the Trust, however derived, towards all or any of the Charitable Purposes as the Trustees may in their absolute discretion think fit.
- (u) To do all or any of the above things as principals, agents, contractors, or otherwise by or through agents or otherwise and either alone or in conjunction with others.
- (v) To do all such other things as may be incidental or conducive to the attainment of any of the Charitable Purposes or the foregoing powers.

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4.7 Control of Funds

The Trustees shall have the following powers and obligations in relation to the control of the Trust Fund:

- (a) To receive and disburse funds from government, local bodies, legislative institutions, incorporated or unincorporated bodies, legislative bodies, charitable bodies, or any person or persons which may assist with the Charitable Purposes.
- (b) Any monies received by way of fees, subscriptions, grants or loans on behalf of the Trust, shall be receipted and lodged promptly in the bank account designated by the Trust. Signatories shall be appointed with signing authority.
- (c) Auditors must be appointed to examine and report on any financial reports for any general meeting of the Trust, before those reports are validated by any meeting.
- (d) The Trustees shall, as part of the Annual Plan, present a budget for the forthcoming Financial Year at each Annual Meeting.

4.8 Acceptance of liability

Each Trustee accepts the duties, obligations and liabilities attaching to that office under this Deed when he or she signs this Deed or otherwise becomes a Trustee.

5. Management of the Trust

5.1 General

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) Any individual may be appointed as an officer or employee of the Trust but, except during the Establishment Period, no Trustee may be appointed as an employee.
- (c) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 5.7) in support of that appointment on those terms.
- (d) The office of the Trust shall be at such place as the Trustees may from time to time determine.

5.2 Sub-Committees to the Trust

- (a) From time to time the Trustees may appoint Sub-Committee(s) to assist in meeting the Charitable Purposes of the Trust.
- (b) Membership and size of Sub-Committees shall be determined by the Trustees who will also provide the parameters by which the Sub-Committee shall operate.
- (c) A Sub-Committee can only make recommendations to the Trustees.

5.3 Delegation of powers

- (a) The Trustees may delegate in writing to any entity appointed under clause 5.1(c) or to the Trustees, such of the powers of the Trustees as the Trustees may decide, provided that:
 - (i) the Trustees may not delegate strategic governance; and
 - (ii) in the case of any entity appointed under clause 5.1(c), the delegation shall be personal to the person nominated by that entity to act as a delegate of the Trustees.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's and/or the committee's affairs as that person or the committee may decide.
- (e) The Trustees must, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

5.4 Accounts and Audit

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Subject to clause 4.7(b), cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.
- (b) The Trustees shall prepare Annual Accounts for each Financial Year. The Annual Accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees.
- (c) Nothing in this clause 5.4 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

5.5 Reliance on Advice

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

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence; and
- (c) a Sub-Committee appointed and acting in accordance with clause 5.2.

5.6 Good faith

Clause 5.5 applies only if the Trustees:

- (a) act in good faith;
- (b) make proper inquiry where the need for inquiry is indicated by the circumstances; and
- (c) have no knowledge that such reliance is unwarranted.

5.7 Definition of Interested Trustee

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

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

5.8 Interest in common with Iwi, Hapu or whānau

Notwithstanding clause 5.7, no Trustee will be interested in a matter where that Trustee is a member of an Iwi, Hapū or whānau with an interest in the matter and where his or her interest is not different in kind from the interests of other members of that Iwi, Hapū or whānau.

5.9 Recording of Interest

A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other Trustees, the name of any Iwi of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the minute book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

5.10 Benefits or Advantages

- (a) Notwithstanding anything to the contrary in this Deed (but subject to clause 5.10(b)), no person with some control over the business of the Trust is able to direct or divert, to their own benefit or advantage an amount from the Trust, except that:
 - (i) each Trustee will be entitled to remuneration in accordance with Schedule 2;
 - (ii) each Trustee may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustee in connection with the affairs of the Trust;
 - (iii) the Trustees may pay reasonable and proper remuneration to any person or firm or company (including a Settlor and a Trustee) in return for services actually rendered to the Trust;
 - (iv) each Trustee may be paid all usual professional, business or trade charges for services rendered, time spent and acts done by the Trustee or by any firm or entity of which the Trustee is a member, employee or associate in connection with the

affairs of the Trust; and

- (v) each Trustee may retain any remuneration properly payable to the Trustee by any company or other body or firm or undertaking with which the Trust may be in any way concerned or involved for which the Trustee has acted in any capacity, notwithstanding that the Trustee's connection with that company or body or firm or undertaking is in any way attributable to the Trustee's connection with the Trust.
- (b) Clause 5.10(a) does not apply if and to the extent that there is an amendment to the Tax Act or any other relevant legislation that results in a person with some control over the business of the Trust being able to direct or divert an amount derived by the Trust to their own benefit or advantage, without compromising the charitable tax status of the Trust.
- (c) In this clause 5.10:
 - (i) benefit or advantage has the meaning given to it in section CW35(8) of the Tax Act; and
 - (ii) person with some control over the business has the meaning given to it by sections CW35(5)-(7) of the Tax Act.

5.11 Appointment and removal of Custodian Trustee

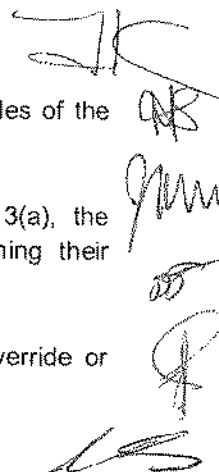
The Trustees may at any time by deed appoint any person to be the Custodian Trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of this Deed or any further terms as the Trustees may decide and for the avoidance of doubt the Custodian Trustee must when exercising its powers act in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

5.12 Incorporation

- (a) The Trustees may at anytime apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.
- (b) Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.
- (c) No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority under which any document was sealed or in whose presence it was sealed.

5.13 Guiding principles

- (a) The Trustees may develop and adopt tikanga based policies as guiding principles of the Trust.
- (b) If the Trustees adopt tikanga based policies in accordance with clause 5.13(a), the Trustees must have particular regard to the relevant policies when performing their functions and obligations as Trustees.
- (c) Any tikanga based policies developed and adopted by the Trustees do not override or derogate from the Trustees' obligations at law.



6. Meetings

6.1 Trust to hold Meetings

The Trustees must hold:

- (a) Annual Meetings in accordance with clause 1 of Schedule 3;
- (b) Regular Meetings in accordance with clause 2 of Schedule 3; and
- (c) Special Meetings in accordance with clause 3 of Schedule 3.

6.2 Proceedings at Meetings

The provisions relating to Meetings of the Trustees are set out in Schedule 3.

7. Register of Members and Interested Organisations

7.1 Members' Register

The Trustees must, on behalf of each Rohe have, and maintain in a current state, a register of Members (the **Members' Register**) that:

- (a) records the name and contact details of every Member who applies for registration and is subsequently registered as a Member, pursuant to clause 7.3;
- (b) records the single Rohe in which every Member resides and/or practices; and
- (c) is available for inspection by the Registered Members to view their own registration details.

7.2 Application to be entered on Members' Register

An application to be entered on the Members' Register may be made by Members by completing the Registration Form.

7.3 Registration as a Member

Subject to clauses 7.6 and 7.7, the Trustees must enter in the Members' Register any person:

- (a) by whom a valid application has been made; and
- (b) who qualifies as a Member.

7.4 Verification

The Trustees may require any person seeking registration as a Member to provide evidence verifying his or her eligibility to be registered as a Member before that person's registration is entered in the Members' Register, together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration).

7.5 Trustees may decline to register, or remove person from Members' Register

If the Trustees consider that any information about a person received under clause 7.4(a) or 7.5 is not accurate or complete, or that the existing information on the Members' Register is not accurate or

complete such that in either case the person concerned does not meet the qualifications required by this Trust Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the Members' Register.

7.6 Registration not necessary

To avoid doubt, it shall not be necessary, in order to be considered a Member for the purposes of clause 3.1, for a Member to be registered in accordance with this clause 7.

7.7 De-registration by Member

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

7.8 Register of Interested Organisations

The Trustees must, on behalf of each Rohe, have a register of Interested Organisations (the **Organisations Register**) that:

- (a) records the name and contact details of every Interested Organisation who applies for registration and is subsequently registered as a Interested Organisation, pursuant to clause 7.10;
- (b) records the Rohe to which every Interested Organisation associates; and
- (c) is available for inspection by the Interested Organisations to view their own registration details.

7.9 Application to be entered on Organisations Register

An application to be entered on the Organisations Register may be made by Interested Organisations by completing the Registration Form.

7.10 Registration as an Interested Organisation

The Trustees may in their complete discretion enter in the Organisations Register any organisation:

- (a) by whom a valid application has been made; and
- (b) who qualifies as an Interested Organisation,

and any decision by the Trustees to enter or decline to enter an organisation in the Organisations Register is final and binding on that organisation.

7.11 Notice of General Meetings and Hui

Any Member or Interested Organisation at, or at any time after, application for registration as a Registered Member or Interested Organisation (as the case may be) may request in writing that he, she or it wishes to receive Notice of:

- (a) any General Meetings of the Trust; and
- (b) any Hui held pursuant to Schedule 1 within the Rohe to which that Registered Member or Interested Organisation associates.

7.12 Notice not Necessary

It shall not be necessary for the Trust to provide a Notice to a Registered Member or Interested Organisation where the Trustees believe on reasonable grounds (and have evidence supporting that belief) that the Registered Member's or Interested Organisation's contact details are not current.

8. Records

8.1 Minutes register

The Trustees will maintain, at the Trust Office, all minutes of all proceedings of all Meetings and all minutes of meetings held in Rohe (if copies of those minutes are received by the Trust). All such minutes will be entered or maintained in registers kept for that purpose.

8.2 Signed minute evidence

Any minutes signed by the Chairperson or other person chairing the Meeting will be evidence of the proceedings of that Meeting.

8.3 Resolutions register

- (a) The Trustees will maintain, at the Trust Office, a register that will incorporate a printed or typewritten copy of every Special Resolution and Ordinary Resolution passed at any Meeting. Each copy is to be signed by the Chairperson, or other person chairing the Meeting concerned, and is to be entered into the register no later than 10 Business Days after the Meeting.
- (b) Where a Rohe passes a resolution relating to the governance, management or strategic direction of the Trust, the Trustees associated with that Rohe will provide a printed or typewritten copy of that resolution to the Trust Office. Each copy is to be signed by those present and voting on the resolution, and is to be entered into the register no later than 10 Business Days after it was passed.

8.4 Trustee register

The Trustees will maintain, at the Trust Office, a register containing the names, addresses (including email addresses), telephone and facsimile numbers of the Trustees from time to time.

8.5 Inspection

A copy of this Trust Deed and any entry in the registers maintained pursuant to clauses 8.1 and 8.3 will, during normal business hours (subject to clause 8.7 and such reasonable restrictions as the Trustees may impose), be available for inspection by any Registered Member.

8.6 Copies

Each Registered Member is entitled (subject to clause 8.7 and such reasonable restrictions as the Trustees may impose) to be provided, no later than seven Business Days after receipt by the Trustees of a written request from that Registered Member, with a copy of:

- (a) any minute of any Meeting from the previous two years;
- (b) any resolution passed at any Meeting from the previous two years;
- (c) the Annual Report for the previous Financial Year;



- (d) the Annual Plan for the current Financial Year; and
- (e) this Deed,

upon payment of such reasonable charges as the Trustees may prescribe (if any).

8.7 Confidential Information

- (a) Other than as required by law, the Trustees may, in their discretion, limit the disclosure of any Confidential Information included in the registers maintained in accordance with clauses 8.1 or 8.3.
- (b) The Trustees will not at any time use or disclose to any person (other than as authorised by the Trustees) any Confidential Information.
- (c) Nothing in clauses 8.7(b) prohibits the disclosure of Confidential Information:
 - (i) which is or becomes part of the public domain through no act or omission of the Trustees;
 - (ii) by operation of law, provided that the Trustees have taken all practical legal steps to prevent such disclosure;
 - (iii) by a Trustee with the prior written approval of the remaining Trustees; or
 - (iv) by a Trustee to a related party of the Trust, provided that the Trustee procures that the related party protects that Confidential Information on the same terms as this clause 8.7.

9 Liability, indemnity and insurance

9.1 Limitation of Liability

No Trustee is liable for the consequence of any act or omission, or for any loss, unless the consequence or loss is attributed to his or her dishonesty, or to the wilful commission by him or her of any act known by him or her to be a breach of trust, or to the wilful omission by him or her of any act when the omission is known by him or her to be a breach of trust.

9.2 Action by Trust

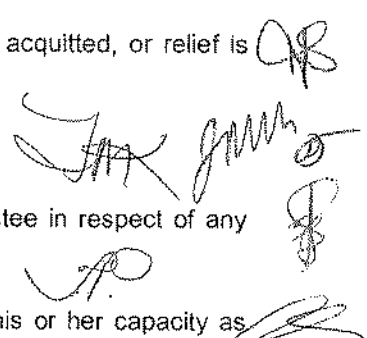
The Trust may indemnify or provide insurance for any person who is a Trustee in respect of any costs incurred by that person in any proceedings:

- (a) bought by the Trust against any person in his or her capacity as Trustee; and
- (b) in which judgment is given in that person's favour, or he or she is acquitted, or relief is granted to him or her by the Court.

9.3 Action by a third party

The Trust may indemnify, or provide insurance for any person who is a Trustee in respect of any costs incurred by that person in any proceedings:

- (a) brought by any person other than the Trust against that person in his or her capacity as



Trustee; and

- (b) which do not result from a failure by that Trustee to act in good faith.

9.4 Record of indemnity

The Trustees will ensure that particulars of any indemnity given to or insurance provided for any person under sub-clauses 9.2 and 9.3 are recorded in the minutes of the Meeting at which that indemnity or insurance is approved.

9.5 Past and future

In this clause:

- (a) Trustee includes a former Trustee;
- (b) indemnity includes relief or excuse from liability; and
- (c) proceedings includes civil, criminal and administrative proceedings.

10. Planning and Reporting

10.1 Accountability

The Trust is accountable for its performance to the Registered Members and therefore has planning and reporting responsibilities in relation to its performance in accordance with this clause 10.

10.2 Trustees to approve Annual Plan

No later than one calendar month before the commencement of each Financial Year, the Trustees will approve the Annual Plan for that Financial Year.

10.3 Trustees to approve Annual Report

No later than 30 Business Days before each Annual Meeting, the Trustees will finalise and approve the Annual Report for the Financial Year immediately preceding the Financial Year in which that Annual Meeting is held.

10.4 Annual Report at Trust Office

The Trustees will cause the Annual Report approved under sub-clause 10.3 to be kept at the Trust Office and to be available to be inspected by any Registered Member.

11. Winding up of Trust

11.1 The Trust may be wound up if:

- (a) a majority of the Registered Members at a General Meeting pass a resolution to wind up the Trust;
- (b) a second meeting is held, not earlier than 30 days after the first meeting to confirm or reject the resolution to wind up the Trust;
- (c) at the second meeting, a two thirds majority of the Registered Members confirm the

resolution to wind up the Trust; and

- (d) at least fourteen days written notice is given for each meeting called for the purpose of winding up.

11.2 Upon a winding up for any reason the surplus assets and funds of the trust after payment of all liabilities shall be applied towards any charitable organisation or body within New Zealand which has a similar charitable purpose or purposes. If the Trustees are unable to decide how the surplus property prior to wind up should be applied, such property shall be disposed of as a judge of the High Court of New Zealand directs.

12. Alteration of Trust Deed

12.1 Trust Deed

Subject to any relevant legislation for the time being in force relating to charitable trusts, the Trustees have power by deed:

- (a) to amend, revoke or add to any of the provisions of this Deed unless to do so would amend, revoke or add to the Charitable Purposes or would enable a payment or application of any part of the Trust Fund in a manner that is inconsistent with the Charitable Purposes; and
- (b) notwithstanding paragraph (a) of this clause, to amend, revoke or add to this Deed including the Charitable Purposes if and to the extent that is necessary to do so for the Trust to qualify as a charitable trust under the Tax Act,

provided that an amendment may only be promoted if a resolution that the amendment is for the collective benefit of the Registered Members is put and passed as a Special Resolution at a Regular Meeting in accordance with Schedule 3.

12.2 Proposals to amend

Any Registered Member may put forward in writing a proposal for changes to this Deed for consideration by the Trustees, and the Trustees shall consider that proposal.

13. Resettlement

13.1 Power to resetttle

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

- (a) the resettlement may only be promoted if a resolution supporting it is put and passed as a Special Resolution at a Regular Meeting in accordance with Schedule 3; and
- (c) the resettlement is upon trusts that are charitable according to the laws of New Zealand and have as their purposes one or more of the Charitable Purposes.

13.2 Perpetuities

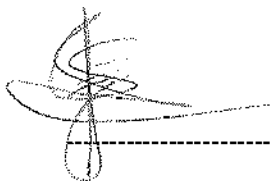
Any settlement or resettlement under clause 13.1 must not transgress the rule against perpetuities as it applies to the Trust.

14. Registration

The Trustees must:

- (a) register the Trust with the Charities Commission in accordance with the Charities Act 2005 and the Tax Act; and
- (b) ensure that the Trust remains registered and complies with all requirements of the Charities Act 2005 necessary to ensure continued charitable status under the Act or other relevant legislation that means that the charitable tax status of the Trust does not depend on compliance with the Charities Act 2005.

SIGNED by **ALBERT ROPIHA STEWART**



in the presence of:

Pat Willi

Witness signature

PEATA WILLIAMS

Print Name

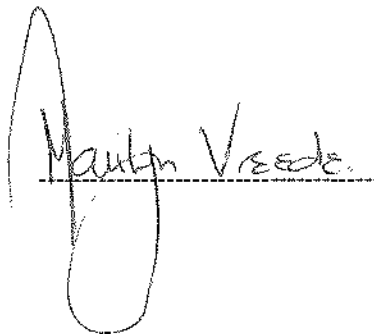
SOLICITOR

Witness Occupation

WELLINGTON

Place of residence

SIGNED by **MARILYN NGAHUIA VREEDE**



in the presence of:

Pat Willi

Witness signature

PEATA WILLIAMS

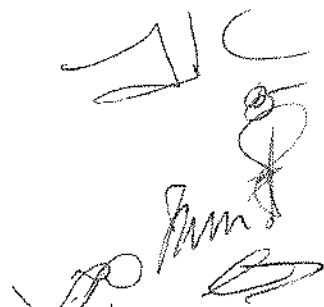
Print Name

SOLICITOR

Witness Occupation


WELLINGTON

Place of residence



SIGNED by IWI PUIHI TIPENE

in the presence of:





Witness signature

PEATA WILLIAMS

Print Name

SOLICITOR

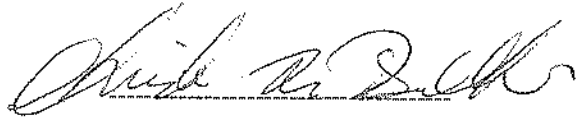
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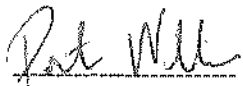
WELLINGTON

Place of residence

SIGNED by CHRISTINE MARIE BULLOCK

in the presence of:





Witness signature

PEATA WILLIAMS

Print Name

SOLICITOR

Witness Occupation

WELLINGTON

Place of residence

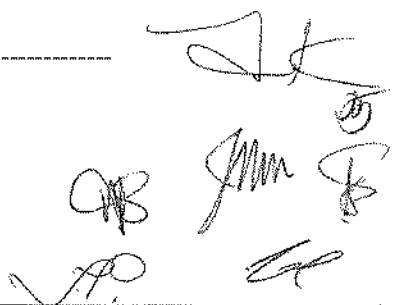
SIGNED by SABRÈ TERINA PUNA

in the presence of:





Witness signature



DEATA WILLIAMS

Print Name

SOLICITOR

Witness Occupation

WELLINGTON

Place of residence

SIGNED by TINAMARIE WINIKEREI

Tinamarie Winikeri

in the presence of:

Pat Williams

Witness signature

DEATA WILLIAMS

Print Name

SOLICITOR

Witness Occupation

WELLINGTON

Place of residence

SIGNED by JESSICA MAKIRI MCGREGOR

Jessica McGregor

in the presence of:

Pat Williams

Witness signature

DEATA WILLIAMS

Print Name

SOLICITOR

Witness Occupation

WELLINGTON

Place of residence

ZIC
OR PM
WFO

Schedule 1: Election provisions

1. Interpretation

In this Schedule, unless the context otherwise requires:

Declaration Form means the declaration form attached as Attachment A to this Schedule;

Hui is defined in clause 2.2 of this Schedule;

Hui Information is defined in clause 4.1 of this Schedule; and

Kaiwhakahaere is defined in clause 3.1 of this Schedule.

2. Minimum Requirements for Election of Trustees

2.1 Application of this Schedule

This Schedule applies to the election and removal by a Rohe of Trustees to the Trust after the Trust Deed Date. As at the Trust Deed Date, the Trustees are the Interim Trustees.

2.2 Minimum Requirements

Each Rohe may elect or remove a Trustee to or from the Trust in accordance with their own processes, but those processes must meet the minimum requirements for the election of Trustees to the Trust, being:

- (a) the election must take place at a properly convened hui (**Hui**) that has been notified to and approved by the Trust in accordance with clause 3 of this Schedule;
- (b) the Hui must be notified:
 - (i) to all Interested Organisations;
 - (ii) to all Registered Members that associate with the Rohe; and
 - (iii) at least once in a newspaper circulating within the Rohe;
- (c) that notification of the Hui pursuant to clause 2.2(b) of this Schedule must:
 - (i) be provided to the Interested Organisations and Registered Members at least 10 Business Days prior to the Hui;
 - (ii) include a biographical profile of the candidates with the following information:
 - (A) relevant experience such as governance, financial or business experience;
 - (B) history of involvement with and knowledge of the practice of rongoā Māori;
 - (C) the names of two referees who support the nomination of the candidate; and
 - (iii) be advertised pursuant to clause 2.2(b)(iii) at least 15 Business Days prior to the Hui; and
- (d) following the hui, the Rohe must supply the Trust with:

- (i) an attendance register recording all attendees at the Hui;
- (ii) a copy of the resolution appointing the relevant Trustee;
- (iii) a copy of the minutes of the Hui endorsed by at least five attendees; and
- (iv) a properly completed Declaration Form.

2.3. Minimum requirements for nomination as Trustee

Any person seeking nomination as a Trustee must:

- (a) be a Registered Member;
- (b) have the support of Members in their rohe, evidenced by hui, reports and minutes; and
- (c) commit to all of the following Trustee requirements:
 - (i) attend all Meetings unless excused;
 - (ii) possess a working knowledge of this Trust Deed;
 - (iii) possess a working knowledge of the Trust's obligations under trust law and other relevant legislation;
 - (iv) adhere to the Trust's procedures;
 - (v) be able to articulate personal and responsible views in Trust discussions;
 - (vi) have a basic understanding of the issues presented to the Trust at each Meeting;
 - (vii) be able to analyse and prioritise issues and be willing to make informed decisions for the benefit of all Members; and
 - (viii) be prepared to actively participate in Trustee development workshops and opportunities; and
- (d) not be a Prohibited Person.

3. Elected Term and Rotation

3.1 Maximum Term

- (a) Retiring Trustees shall be eligible for re-election, however no Trustee shall hold office for a period longer than 3 consecutive Annual Meetings.
- (b) Clause 3.1(a) does not apply to the Trustees who take office pursuant to clause 3.3(a) and who remain in office for longer than 3 consecutive Annual Meetings to give effect to clause 3.3(c)(vi) and (vii).

3.2 Rohe Elections during the Establishment Period

The Interim Trustees shall use their reasonable endeavours to procure that each Rohe holds a Hui to elect two Trustees prior to the end of the Establishment Period. The Trustees elected by each Rohe

prior to the end of the Establishment Period will take office at the First Annual Meeting.

3.3 Rotation of Trustees

- (a) At the First Annual Meeting, all Interim Trustees must retire and all persons who have been elected as Trustees at each Hui held on or before the date of the First Annual Meeting shall take office as Trustees.
- (b) If any Rohe has not elected Trustees prior to the First Annual Meeting, those Rohe must, within 3 months of the date of the First Annual Meeting, hold a Hui to elect Trustees and any persons so elected shall take office as if they had taken office pursuant to clause 3.3(a).
- (c) Following the First Annual Meeting, Trustees shall retire in groups and elections shall be held by rotation policy in a manner so as to ensure that:
 - (i) at the second Annual Meeting, the Trustees must nominate (to be determined by Ordinary Resolution or by lot if an Ordinary Resolution cannot be agreed) three of the Rohe, the Trustees for which will cease to hold office at the third Annual Meeting (the **Stage 1 Rohe**);
 - (ii) between the second and third Annual Meeting, each of the Stage 1 Rohe must hold a Hui to elect two Trustees to take office as Trustees at the third Annual Meeting;
 - (iii) at the third Annual Meeting:
 - (A) the Trustees for the Stage 1 Rohe shall retire from office; and
 - (B) the persons elected at each Hui held pursuant to clause 3.3(c)(ii) take office as Trustees; and
 - (C) the Trustees must nominate (to be determined by Ordinary Resolution or by lot if an Ordinary Resolution cannot be agreed) three of the Rohe (other than the Stage 1 Rohe), the Trustees for which will cease to hold office at the fourth Annual Meeting (the **Stage 2 Rohe**);
 - (iv) between the third and the fourth Annual Meeting, each of the Stage 2 Rohe must hold a Hui to elect two Trustees to take office as Trustees at the fourth Annual Meeting;
 - (v) at the fourth Annual Meeting:
 - (A) the Trustees for the Stage 2 Rohe shall retire from office; and
 - (B) the persons elected at each Hui held pursuant to clause 3.3(c)(iv) take office as Trustees; and
 - (vi) between the fourth and fifth Annual Meeting, each of the Rohe other than the Stage 1 Rohe and the Stage 2 Rohe (the **Stage 3 Rohe**) must hold a Hui to elect two Trustees to take office as Trustees at the fifth Annual Meeting; and
 - (vii) at the fifth Annual Meeting:
 - (A) the Trustees for the Stage 3 Rohe shall retire from office; and
 - (B) the persons elected at each Hui held pursuant to clause 3.3(c)(vi) take office as Trustees.

- (d) The rotation policy established in clause 3.3(c) shall continue so that at each subsequent Annual Meeting, the longest serving Trustees shall retire from office and elections shall be held in a manner that ensures no Trustee holds office for more than 3 consecutive Annual Meetings.

4 Election procedure

4.1 Request for Election

A Rohe that is required to elect a Trustee to the Trust pursuant to clause 3 of this Schedule must provide to the Trust:

- (a) details of the proposed Hui at which that election is to be made, including the date, time and venue of the proposed Hui;
- (b) details of how that Hui is to be advertised (including a copy of the proposed advertisement); and
- (c) the name of the person responsible for organising and holding the Hui (the **Kaiwhakahaere**),
- (together, the **Hui Information**).

4.2 Trust Approval for Election

- (a) Subject to clause 4.3 of this Schedule, the Trust will advise the Kaiwhakahaere in writing within five Working Days of receipt of the Hui Information under clause 4.1 of this Schedule of whether or not the Trust considers that an election at the proposed Hui will be sufficient for the purpose of electing a Trustee.
- (b) If the Trust advises the Kaiwhakahaere pursuant to clause 4.2(a) that an election at the proposed Hui will be sufficient for the purpose of electing a Trustee, the Trust must provide to the Kaiwhakahaere the names and addresses of all Registered Members and Interested Organisations that associate with the Rohe for which the proposed Hui is to be held.

4.3 Trust may suggest amendments or request further information

Within five Working Days of receipt of the Hui Information under clause 4.1 of this Schedule, the Trust may, in writing to the Kaiwhakahaere:

- (a) suggest amendments to the procedure at the proposed Hui; or
- (b) request further information in addition to the Hui Information in relation to that proposed Hui,

and the Kaiwhakahaere will amend the proposed process for that Hui accordingly and re-submit the Hui Information to the Trust for the purposes of clause 4.1 of this Schedule.

4.4 Election

If the Trust approves the holding of the Hui under clause 4.2 of this Schedule, the Kaiwhakahaere must advertise and hold the Hui in accordance with the Hui Information, including by providing Notice to all Registered Members and Interested Organisations who have requested to receive Notice of the Hui.

4.5 Declaration

Within five Working Days of the Hui, the Kaiwhakahaere must cause to be completed in full and provide the Declaration Form to the Trust.

4.6 Confirmation of Election of Trustee

If the Trust is satisfied that the Declaration Form is in order, within five Working Days of the receipt by the Trust of the Declaration Form, the Trust will:

- (a) notify the Kaiwhakahaere in writing:
 - (i) of the Trust's view that the Declaration Form is in order; and
 - (ii) that the Trustee or Trustees elected at the Hui will be duly appointed as a Trustee at the next Annual Meeting; and
- (b) amend the Trustee register accordingly within five Working Days of that Annual Meeting.

5. Appointments generally

5.1 Timing of appointments

Trustees shall only be appointed to the Trust at an Annual Meeting. However, a Hui for a Rohe may be held at any time within 12 months prior to the Annual Meeting at which that Rohe is due to elect and appoint new Trustees. Any Trustee elected at such a Hui will not take office until the next Annual Meeting.

5.2 Vacation of office by Trustee

If a Trustee vacates, is unavailable to take office when called upon or is otherwise removed from office during the term, that vacancy shall remain until the next Annual Meeting.

5.3 Certain persons prohibited from holding office

No person is permitted to be a Trustee if he or she is a Prohibited Person.

[Handwritten signatures and initials]

Attachment A: Declaration Form

Te Kāhui Tāwharautanga o ngā Rongoā Trust

Declaration Form

This form is to be used by a Rohe to advise the Trust of the outcome of elections for Trustees by the Rohe. The Rohe, through the Kaiwhakahaere, must ensure that this form is completed in its entirety and sent, once completed, to the Trust.

1. Rohe details

Please indicate in the space provided below the Rohe as listed in Schedule 2 of the Trust deed to which this form relates.

Rohe: _____

2. Copies of Advertisements

Please attach to this form copies of the public and private notices (**Notices**) that were used to advise and inform of the election hui (**Hui**). The attached copies should indicate the media in which the Notices were placed and the date on which the Notices appeared in those media, being at least 15 Business Days prior to the Hui.

3. Declaration of the results of the Hui

The declaration below must be completed and signed by the Kaiwhakahaere of the Hui, as advertised in the Notices. The Kaiwhakahaere must insert the names of the elected Trustee(s) at the Hui in the table provided below.

I, as Kaiwhakahaere of the Hui, declare and confirm:

- (a) that I was the Kaiwhakahaere of the Hui;
- (b) that the Hui was run in accordance with the information provided to the Trust Prior to the date of the Hui;
- (c) all those present at the Hui who were Interested Organisations or Registered Members on the date of the Hui were able to cast a vote at the Hui; and
- (d) as a result of the votes cast at the Hui, the persons named in column 2 of the table below were elected as Trustees of the Trust.

Current Trustees

Newly elected Trustees

SIGNED: _____

DATE: _____

NAME: _____

Schedule 2: Remuneration of Trustees

1. Trustees entitled to remuneration

Each Trustee who acts as trustee of this Trust during a Financial Year may receive a meeting fee for each meeting at which they are recorded in the minute book as being present. The meeting fee for the Trustees will be determined at the commencement of each Financial Year. Payments to Trustees will be made as soon as practicable after each Meeting on receipt of a properly completed application for payment form.

2. Value of initial remuneration

Until 31 March 2013 the meeting fee for each Trustee will be an amount not more than the arms-length open market value for similar trustee services.

3. Calculation for subsequent remuneration

At the commencement of each Financial Year (CPI Calculation Date), the Trustees will calculate the value of the meeting fee, as adjusted by the CPI (CPI Adjusted Value), to apply for the twelve (12) months period immediately following such CPI Calculation Date. The CPI Adjusted Value shall be calculated by the Trustees as follows:

- (a) upon the first CPI Calculation Date (being 1 April 2013), by applying to the amount used for the purposes of clause 2 of this Schedule the percentage adjustment in the CPI for the twelve (12) month period ending on 31 December 2012; and
- (b) upon the second and all subsequent CPI Calculation Dates, by adjusting the CPI Adjusted Value for the preceding twelve (12) month period by the percentage adjustment in the CPI for the twelve (12) period ending 31 December in the year prior to the relevant CPI Calculation Date, provided that the CPI Adjusted Value for each year will be rounded up to the nearest whole dollar.

4. Trustees that cease to be a Trustee

For the avoidance of doubt it is declared that if a Trustee ceases to be a Trustee that Trustee is eligible for any meeting fees owing up to and including the date of the cessation of their Trusteeship but is not entitled to any further meeting fees.



Schedule 3: Meetings

1. Annual Meeting

- 1.1 The Trust will hold its First Annual Meeting within 12 months of the Trust Deed Date.
- 1.2 Subject to sub-clause 1.1 of this Schedule, the Trust will in each calendar year, hold a Meeting as its Annual Meeting in addition to any other Meetings held in that year, and will specify that Meeting as such in the notice convening it. No more than 15 months is to elapse between the date of one Annual Meeting and the next. The Annual Meeting must be held within six weeks of the Annual Accounts being prepared by the Trustees.
- 1.3 The purpose of the Annual Meeting will be:
- (a) to receive the Annual Accounts for the Financial Year just completed;
 - (b) to review the Annual Report;
 - (c) to consider such other matters as the Trustees may deem appropriate; and
 - (d) to constitute the forum in which the Registered Members may raise and debate such other issues as they may wish.
- 1.4 The Trust will give at least 15 Business Days' notice in at least one newspaper of national circulation of the date, time, venue and agenda of any Annual Meeting.

2. Regular Meetings

In addition to the Annual Meeting, the Trustees may in the course of any Meeting, agree to convene one or more Regular Meetings on a date or dates that they in their discretion fix, provided that a Regular Meeting is held at least quarterly.

3. Special Meetings

Any Meeting that is requisitioned by the Chairperson, the Deputy Chairperson or a group of Trustees under sub-clause 6.1 of this Schedule will be a Special Meeting, and the Trustees will specify that Meeting as such in the notice calling it. The Trust will give at least 15 Business Days' notice in at least one newspaper of national circulation of the date, time, venue and agenda of any Special Meeting.

4. Time and place of Meetings

All Annual Meetings, Regular Meetings and Special Meetings will, subject to the provisions of this Deed, be held at such date, time and venue as the Trustees appoint.

5. Election of Chairperson and Deputy Chairperson

- 5.1 The Trustees will elect by majority vote one of the Trustees to the office of Chairperson, and another Trustee to the office of Deputy Chairperson. Subject to sub-clause 5.3, a person elected to the office of Chairperson or Deputy Chairperson will hold that office until whichever is the earlier of his or her ceasing to be a Trustee, or the fourth anniversary of his or her appointment to that office.

- 5.2 In electing a Chairperson, the Trustees must have regard to:
- (a) the desire to appoint a Trustee who is able to best advocate the positions taken by the Trust on relevant issues; and
 - (b) the desire to ensure that each Rohe has an opportunity from time to time to have one of their elected Trustees elected as the Chairperson.

5.3 A Trustee retiring from the office of Chairperson or Deputy Chairperson will be entitled to offer themselves for subsequent election to either office provided that only Trustees can hold the office of Chairperson or Deputy Chairperson.

5.4 Trustees may by Ordinary Resolution determine that the period of appointment to the office of Chairperson or Deputy Chairperson under sub-clause 5.1 is to be more or less than three years and may by Ordinary Resolution remove any person from the office of Chairperson or Deputy Chairperson at any time before the end of the term for which that person has been appointed to that office.

6. Power to call Special Meetings

6.1 Trustees will on the written requisition of either:

- (a) the Chairperson;
- (b) the Deputy Chairperson if at the relevant time the Chairperson is indisposed or not in New Zealand; or
- (c) not less than 40% of Trustees,

forthwith proceed to convene a Special Meeting in accordance with the requisition.

6.2 The requisition must state the objects for which the Special Meeting is to be convened and must be signed, as the case may be, by:

- (a) the Chairperson;
- (b) the Deputy Chairperson;
- (c) each of the requisitioning Trustees, and

be delivered to the Trust Office by facsimile, personal delivery or post, and in the case of a Trustees' requisition may consist of several documents in the same form, each executed on behalf of one or more requisitionists. The requisition will be deemed to be given effectively if delivered in accordance with the provisions of this sub-clause.

6.3 If the Trustees do not, within 15 Business Days from the date on which the requisition is deemed to have been given effectively, proceed to convene a Special Meeting to be held on proper notice within 30 Business Days from the date on which the requisition is deemed to have been given effectively, the requisitionists may themselves convene a Special Meeting, but any Special Meeting so convened is not to be held after the expiry of three calendar months from the date of effective notice of the requisition.

6.4 A Special Meeting convened under sub-clause 6.1 of this Schedule is to be convened and conducted in the same manner, or as close as possible, as that in which Regular Meetings are to be convened and conducted by the Trustees and the requisite period of notice for the resolutions proposed is to

be given.

- 6.5 Any reasonable expenses incurred by the requisitionists as a result of the failure of the Trustees to convene a Special Meeting that has been properly requisitioned is to be re-paid to the requisitionists by the Trustees.

7. Resolutions and length of notice of meetings

- 7.1 Subject to clauses 12 and 13 of the Trust Deed, any resolution is to be put as an Ordinary Resolution.

- 7.2 In the case of a Meeting at which it is proposed to put a Special Resolution, each Trustee is to receive not less than 15 Business Days' notice in writing of the Meeting.

- 7.3 In the case of a Meeting at which it is proposed to put an Ordinary Resolution, the Trustees (unless the business of that meeting includes any proposal that is proposed to be put as a Special Resolution) is to receive not less than 10 Business Days' notice in writing of the Meeting.

- 7.4 Each notice of a Meeting or other communication required under this Deed to be given to a Trustee is to be:

- (a) in writing;
- (b) marked for the attention of that Trustee; and
- (c) made by facsimile, personal delivery, by post or e-mail to the Trustee at the address recorded for that Trustee on any register maintained at the Trust Office for this purpose.

- 7.5 No notice or other communication will be effective until received. It will, however, be deemed to have been received by the addressee:

- (a) in the case of a facsimile and e-mail, on the Business Day on which it is transmitted or, if transmitted after 5:00 p.m. on a Business Day or despatched on a non-Business Day, on the next Business Day after the date of dispatch;
- (b) in the case of personal delivery, when delivered; and
- (c) in the case of a letter, on the second Business Day after posting by Fastpost.

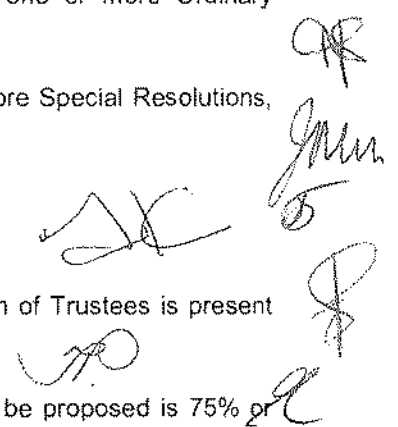
- 7.6 Any Meeting will, notwithstanding that it is called by shorter notice than that provided in sub-clauses 7.2 or 7.3 of this Schedule (as the case may be), be deemed to have been properly convened if, prior to the Meeting proceeding to business it is so agreed in writing:

- (a) in the case of a Meeting where the business comprises only one or more Ordinary Resolutions, by a majority in number of the Trustees; or
- (b) in the case of a Meeting where the business comprises one or more Special Resolutions, by 75% of the Trustees.

8. Proceedings at Meetings

- 8.1 No business is to be transacted at any Meeting unless the required quorum of Trustees is present throughout the entire Meeting.

- 8.2 The quorum for a Meeting at which one or more Special Resolutions is to be proposed is 75% of



more of Trustees represented in person. If a quorum is not present the Meeting will be abandoned.

8.3 The quorum for a Meeting at which the only resolutions to be proposed as Ordinary Resolutions is, other than as provided in sub-clause 8.4, 50% or more of Trustees represented in person.

8.4 If within one hour of the time appointed for a Meeting at which the only resolutions to be proposed are Ordinary Resolutions, a quorum is not present, the Meeting is to stand adjourned until the tenth Business Day following that adjournment. On that later day, the Meeting will be held at the same time and in the same place as the adjourned Meeting. If a quorum is not present within one hour from the time appointed for that adjourned Meeting, the Trustees present in person will constitute a quorum.

8.5 The Chairperson or, failing him or her, the Deputy Chairperson, will preside over and have control of every Meeting.

8.6 If there is no Chairperson or Deputy Chairperson present at the time appointed for holding a Meeting, or if either of those persons is unwilling to preside over the Meeting, the Trustees present will choose any of their number to substitute as Chairperson for that Meeting.

8.7 Subject to sub-clauses 8.1 and 8.12 of this Schedule, at any Meeting, a resolution put to the vote of the Meeting will be decided by the Chairperson, Deputy Chairperson or other person chairing the Meeting by counting the votes cast by voice or, if requested by any Trustee, on a show of hands or by secret ballot. The declaration of the Chairperson, Deputy Chairperson or other person chairing the Meeting that a resolution has been carried, or lost, by the requisite majority and an entry to that effect specifying the numbers of votes cast for and against (and abstentions) in the book containing the minutes of the proceedings of the Trust will be conclusive evidence of the passing of that resolution.

8.8 Subject to clause 8.12 of this Schedule, the only persons entitled to vote at a Meeting are the Trustees. In the event of an equality of votes, neither the Chairperson, the Deputy Chairperson nor other person chairing the Meeting, is to have a second or casting vote. In the event of an equality of votes, the resolution put to the vote of the Meeting will not pass.

8.9 Each Trustee is entitled to cast one vote in his or her own capacity on any resolution put to a Meeting.

8.10 Any Registered Member may attend Meetings of the Trust provided that that Registered Member:

(a) may not speak except during the period fixed for general debate at the Annual Meeting or at any other Meeting during which the Trustees resolve to permit general debate; and

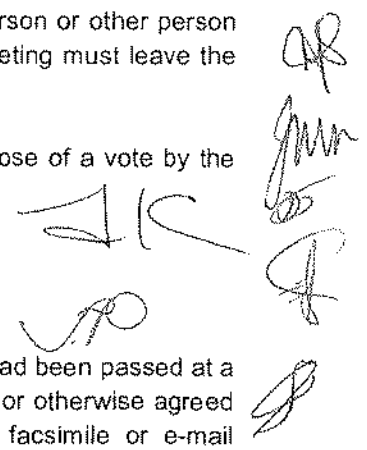
(c) will forthwith leave any Meeting at which the Chairperson, Deputy Chairperson or other person chairing the Meeting, at their absolute discretion so directs.

8.11 Without limiting the generality of clause 8.10, the Chairperson, Deputy Chairperson or other person chairing the Meeting may direct that any Registered Member attending the Meeting must leave the Meeting because Confidential Information is to be discussed.

8.12 The Trustees may determine in their discretion the voting process for the purpose of a vote by the Registered Members under clauses 11, 12 or 13 of this Deed.

9. Resolutions in writing

A resolution in writing signed by 75% of the Trustee shall be as effective as if it had been passed at a Meeting. Such a resolution may consist of several like documents each signed, or otherwise agreed to, in writing, by one or more of the Trustees and may be sent by post, facsimile or e-mail



transaction.

10. Telephone and video conference link

10.1 The contemporaneous linking together by telephone, video conference or other means of communication of a number of the Trustees representing a quorum, whether or not any one or more of them is out of New Zealand, will be deemed to constitute a Meeting provided that:

- (a) all the Trustees for the time being entitled to receive notice of a Meeting will be entitled to notice of such Meeting and to be linked by telephone, video conference or such other means of communication for the purposes of such Meeting;
- (b) each of the trustees taking part in such a Meeting must be able to hear each of the other Trustees taking part throughout the duration of the Meeting; and
- (c) at the commencement of such Meeting each of the Trustees must acknowledge his or her presence to all the other Trustees taking part in any such Meeting.

10.2 A trustee may not leave such Meeting by disconnecting his or her telephone, video conferencing connection or other means of communication, unless he has previously obtained the express consent of the Chairperson, Deputy Chairperson or other person chairing the Meeting. A Trustee will 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 has previously obtained the express consent of the chairperson of the Meeting to leave the meeting or has been disconnected and failed to reconnect with the Meeting.

10.3 A minute of the proceedings at such Meeting will be sufficient evidence of such proceedings and of the observance of all necessary formalities if the minute has been certified as a correct minute by the Chairperson, Deputy Chairperson, or other person chairing that Meeting.

11. Conflicts

11.1 A Conflict Transaction exists for a Trustee when:

- (a) the Trustee is, or may be, or becomes associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Trustee is transacting or dealing in his or her capacity as a Trustee; or
- (b) the interests or duty of the Trustee in any particular matter conflicts or might conflict with his or her duty to the Trust; or
- (c) the Trustee is transacting or dealing as a Trustee with himself or herself in another capacity.

11.2 When a Conflict Transaction exists for a Trustee:

- (a) the Conflicted Trustee must declare the nature of the conflict or the potential conflict at a meeting of Trustees; and
- (b) subject to paragraph (c), the Conflicted Trustee may not take part in any deliberations or proceedings, or be counted in the quorum present relating to the Conflict Transaction, unless the other Trustees (who are present and who are not conflicted in relation to the Conflict Transaction) agree, by way of Ordinary Resolution, that the Conflicted Trustee may take part in the deliberations or proceedings, and be counted in the quorum present

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relating to the Conflict Transaction; and

- (c) despite paragraph (b), no Conflicted Trustee may take part in any vote or decision making in relation to the Conflict Transaction; and
- (d) the Conflicted Trustee shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of the benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person; and
- (e) if a Conflicted Trustee contravenes paragraphs (a) to (d) of this sub-clause, his or her vote or other decision will not be counted, and neither will the Conflicted Trustee be counted in the quorum present at the meeting, and the clauses in this schedule will be deemed to be varied accordingly.

11.3 When a Conflict Transaction exists for a Trustee (the Conflicted Trustee), the Chairperson, Deputy Chairperson or other person chairing the Meeting may require the Conflicted Trustee to leave the meeting.

11.4 If the Conflicted Trustee does not leave the meeting, the Chairperson, Deputy Chairperson or other person chairing the Meeting may adjourn the meeting until the Conflicted Trustee does leave.

11.5 The Trust shall not lend money nor lease property or assets at less than commercial rates, having regard to the nature and terms of the loan and lease to any person who is, or may be, or becomes associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Trustee is transacting or dealing in his or her capacity as a Trustee.

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Schedule 4: Rohe

1.	Ngai Tahu / Kai Tahu
2.	Kahungunu
3.	Tainui
4.	Tairāwhiti
5.	Waikariki
6.	Ngāpuhi Nui Tonu
7.	Whanganui
8.	Taranaki
9.	Te Upoko o Te Ika
10.	Te Tau Ihu

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