



Proposed amendments to Trust Deed

3. Definitions and Interpretations

"**Descendants**" means persons who descend by whakapapa from an individual who was an original owner of the Maraeroa A and B blocks as identified in the orders made by the Native Land Court in either 1886 or 1891.

"**Descendants**" means **the beneficiaries of the Trust being** persons who descend by whakapapa from an individual who was an original owner of the Maraeroa A and B blocks as identified in the orders made by the Native Land Court in either 1886 or 1891.

"**Trustees**" means the persons elected under clause 8.3 to the Trust including the Establishment Trustees.

"**Trustees**" means the persons elected under clause 8.3 to the Trust from **time to time** including the Establishment Trustees.

"**Trust Entity**" means:

- (a) a wholly owned or controlled company, trust, or other entity established by the Trust for the purpose of receiving, holding and managing for so long as it is to be retained, any Property transferred by the Crown directly or indirectly to the Trust on behalf of the Descendants in settlement of the grievances of the Descendants from the actions and omissions of the Crown in breach of the Treaty of Waitangi; and

"**Trust Entity**" means:

- (a) a wholly owned or controlled company, trust, or other entity established by the Trust for the purpose of receiving, holding and managing for so long as **the entity** is to be retained, any Property transferred by the Crown directly or indirectly to the Trust on behalf of the Descendants in settlement of the grievances of the Descendants from the actions and omissions of the Crown in breach of the Treaty of Waitangi; and

8.5 Restriction on Trustees

- (2) Retiring Trustees shall be eligible for re-election, provided however that they must be nominated for election in accordance with the provisions of Schedule 1.
- (2) **Trustees are appointed for a term of three (3) years. A trustee shall be deemed to have retired and stepped down from their position as at the date of the annual general meeting held immediately following the 3rd anniversary of a trustee's appointment.** Retiring Trustees shall be eligible for re-election, provided however that they must be nominated for election in accordance with the provisions of Schedule 1.



8.6 Vacancy of Trustee

If a Trustee:

- (a) resigns or retires by one month's written notice to the other Trustees and the Secretary;
- (b) dies;
- (c) fails to attend more than three (3) consecutive Meetings without good reason or notice to the Chairperson;
- (d) ceases to reside within New Zealand; or
- (e) is removed from office under clause 8.7;

the Trustee's position shall be deemed to be vacant and a new Trustee shall be elected in accordance with the relevant provisions of Schedule 1.

8.6 Vacancy of Trustee

If a Trustee:

- (f) resigns or retires by one month's written notice to the other Trustees and the Secretary;
- (g) dies;
- (h) fails to attend more than three (3) consecutive Meetings without good reason or notice to the Chairperson;
- (i) ceases to reside within New Zealand; or
- 0) is removed from office under clause 8.7;

the Trustee's position shall be deemed to be vacant and **an Interim Trustee may be appointed pursuant to clause 8.2(a)** or a new Trustee may be elected in accordance with the relevant provisions of Schedule 1, **as the case may be.**



14.3 Control of Trust Entities

- (1) The Trust shall have and retain the power to appoint and remove the Board Members as the case may be of any Trust Entity.
- (2) The Trust shall require that any Board Members appointed by or at the direction of the Trust to any Trust Entity do not act in a manner which brings or is likely to bring the Descendants, the Trust or any Trust Entity into disrepute.
- (3) Subject to clause 14.3(4) where provided for in the constitution of any Trust Entity, the Trust may appoint up to two Trustees as Board Members of the Trust Entity provided however that at no time may Trustees comprise more than 30% of the total number of Board Members of any Trust Entity.
- (4) During the Establishment Period the Committee of Management for the Maraeroa A and B Incorporation shall comprise of the Establishment Trustees.
- (5) A Board Member of any Trust Entity shall only be appointed if that person has the particular skills and expertise that are required of a Board Member of the Trust Entity to which the appointment relates and bearing in mind the activities that the relevant Trust Entity undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Trust Entity.
- (6) The Trust shall procure that any constitutional document of any Trust Entity is consistent with this Deed and in particular, shall include provisions dealing with Major Transactions in accordance with this Deed.

14.3.1 Control of Trust Entities

- (1) The Trust shall have and retain the power to appoint and remove the Board Members as the case may be of any Trust Entity.
- (2) The Trust shall require that any Board Members appointed by or at the direction of the Trust to any Trust Entity do not act in a manner which brings or is likely to bring the Descendants, the Trust or any Trust Entity into disrepute.
- (3) During the Establishment Period the Committee of Management for the Maraeroa A and B Incorporation shall comprise of the Establishment Trustees.
- (4) Subject to clause 14.3(3) where provided for in the constitution of any Trust Entity, the Trust may continue to appoint all or any Trustees as Board Members of the Trust Entity beyond the Establishment Period subject to those Trustees meeting the requirements of clause 14.3(5).
- (5) Any Board Member of any Trust Entity may be appointed if that person has the particular skills and expertise that are required of a Board Member of the Trust Entity to which the appointment relates and bearing in mind the activities that the relevant Trust Entity undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Trust Entity.
- (6) The Trust shall procure that any constitutional document of any Trust Entity is consistent with this Deed and in particular, shall include provisions dealing with Major Transactions in accordance with this Deed.



SCHEDULE 1: ELECTION AND REMOVAL OF TRUSTEES

1.4 Election at Special General Meeting

Subject to paragraph 1.5, the Trust must call a Special General Meeting for the purpose of holding an election if:

(a) ...

1.4 Election at Special General Meeting

If the trustees elect not to appoint Interim Trustees under clause 8.2, then subject to paragraph 1.5, the Trust must call a Special General Meeting for the purpose of holding an election if:

(a) ...

2.2 Trustees may be Board Members

(a) Subject to paragraph 2.2(b), where provided for in the constitution of any Trust Entity, the Trust may in accordance with clause 14.3 of this Deed, appoint up to two Trustees as Board Members of the Trust Entity provided however that at no time may Trustees comprise more than 30% of the total number of the Board members of any Trust Entity.

(b) During the Establishment Period the Committee of Management for the Maraeroa A and B Incorporation shall comprise the Trustees.

2.2 Trustees may be Board Members

(a) During the Establishment Period the Committee of Management for the Maraeroa A and B Incorporation shall comprise the Trustees.

(b) Following the Establishment Period the Trust may continue to appoint any Trustees as Board Members of the Trust Entity.



3.1 Voting

- (a) Every election of Trustees after the date of this Deed shall be by way of postal ballot of Adult Registered Descendants with votes to be cast on an Election Voting Paper and:
 - (i) received by the Returning Officer on or before any notified date by which completed Election Voting Papers are to be received by the Returning Officer at the Registered Office; or
 - (ii) cast at the relevant Annual General Meeting or Special General Meeting.

3.1 Voting

- (a) Every election of Trustees after the date of this Deed shall be by way of a ballot of Adult Registered Descendants with votes to be cast on an Election Voting Paper and:
 - (i) received by the Returning Officer on or before any notified date by which completed Election Voting Papers are to be received by the Returning Officer at the Registered Office; or
 - (ii) cast at the relevant Annual General Meeting or Special General Meeting.

3.3 Notice Calling for Nominations

At least 60 Calendar Days before the date of an Annual General Meeting or Special General Meeting at which an election will be held, the Trust will give Public Notice of:

...

- (c) the date by which nominations in writing for the new Trustees are to be received from Adult Registered Descendants by the Secretary at the Registered Office, such date to be no earlier than 14 Calendar Days and no later than 21 Calendar Days after the date of the Public Notice.

3.3 Notice Calling for Nominations

At least 28 Calendar Days before the date of an Annual General Meeting or Special General Meeting at which an election will be held, the Trust will give Public Notice of:

...

- (c) the date by which nominations in writing for the new Trustees are to be received from Adult Registered Descendants by the Secretary at the Registered Office, such date to be ~~no earlier than 14 Calendar Days and~~ no later than 12 Calendar Days after the date of the Public Notice.



3.5 Withdrawal of Nomination

- (a) A Nominee may withdraw his or her nomination by notice in writing to the Secretary signed by the Nominee.
- (b) If the Secretary receives notice of the withdrawal of a nomination:
 - (i) after Public Notice of the Nominees has been given; and
 - (ii) Election Voting Papers have been sent to Adult Registered Descendants under paragraph 3.7; and
 - (iii) no more than 14 Calendar Days before the date of the Annual General Meeting or Special General Meeting at which the election is to be held;

the Secretary will forthwith give Public Notice notifying the withdrawal of the Nominee and confirming the Nominees who remain.

- (c) If the withdrawing Nominee was the sole Nominee in terms of paragraph 3.6, the Trust must within 21 Calendar Days after receiving notice of the withdrawal of the nomination give Public Notice calling for a Special General Meeting for the purpose of holding an election.

3.5 Withdrawal of Nomination

- (a) A Nominee may withdraw his or her nomination by notice in writing to the Secretary signed by the Nominee.

~~(b) If the Secretary receives notice of the withdrawal of a nomination:~~

~~(iv) after Public Notice of the Nominees has been given; and~~

~~(v) Election Voting Papers have been sent to Adult Registered Descendants under paragraph 3.7; and~~

~~(vi) no more than 14 Calendar Days before the date of the Annual General Meeting or Special General Meeting at which the election is to be held;~~

~~the Secretary will forthwith give Public Notice notifying the withdrawal of the Nominee and confirming the Nominees who remain.~~

- (c) If the withdrawing Nominee was the sole Nominee in terms of paragraph 3.6, and the Trust shall, if required to comply with the provisions of this Trust Deed, within 14 Calendar Days after receiving notice of the withdrawal of the nomination give Public Notice calling for a Special General Meeting for the purpose of holding an election.



3.7 Notice of Elections

- (a) At least 21 Calendar Days before the date of an Annual General Meeting or Special General Meeting at which an election will be held, the Trust will give Public Notice of: ...
- (b) At least 21 Calendar Days before the date of an Annual General Meeting or Special General Meeting at which an election will be held, the Trust shall send to all Adult Registered Descendants notice in writing of:
- (c) Any Adult Descendant, not being a Registered Descendant, may make a written request, which must be received by the Secretary no later than 21 Calendar Days after the date of the Public Notice under paragraph 3.3, for a written notice containing the information required under paragraph 3.7(b), provided however that:
 - (i) the Secretary shall send the requested written notice to the Adult Descendant within seven (7) Calendar Days of receiving the request, but the 21 Calendar Day notice period specified in paragraph 3.7(b) shall have no application;

3.7 Notice of Elections

- (a) At least 14 Calendar Days before the date of an Annual General Meeting or Special General Meeting at which an election will be held, the Trust will give Public Notice of: ...
- (b) At least 14 Calendar Days before the date of an Annual General Meeting or Special General Meeting at which an election will be held, the Trust shall send to all Adult Registered Descendants notice in writing of:
- (c) Any Adult Descendant, not being a Registered Descendant, may make a written request, which must be received by the Secretary no later than 7 Calendar Days after the date of the Public Notice under paragraph 3.3, for a written notice containing the information required under paragraph 3.7(b), provided however that:
 - (i) the Secretary shall send the requested written notice to the Adult Descendant within two (2) Calendar Days of receiving the request, but the 14 Calendar Day notice period specified in paragraph 3.7(b) shall have no application;



SCHEDULE 3: MEETINGS

1 ANNUAL GENERAL MEETINGS

1.1 Timing

- (a) The Trust will, in each Calendar Year after the date of this Deed, hold an Annual General Meeting in addition to any other meetings held in that year.
- (b) The Annual General Meeting must be held within 9 calendar months of the end of each Financial Year and in no event is more than 15 months to elapse between the date of one Annual General Meeting and the next.

1.1 Timing

- (a) The Trust will, in each Calendar Year after the date of this Deed, hold an Annual General Meeting in addition to any other meetings held in that year.
- (b) The Annual General Meeting must be held within 9 calendar months of the end of each Financial Year and in no event is more than 15 months to elapse between the date of one Annual General Meeting and the next.
- (c) The Trust may postpone or reschedule any Annual General Meeting for National Pandemic reasons.