

Notice of adoption, alteration, or revocation of constitution (Form 6)

NOTE: Where this prescribed form continues on two or more pages the following heading must appear at the top of each of those pages:

Section 32(3), Companies Act 1993

Company name

RANGITANE INVESTMENTS LIMITED

Level 4, Rangitane House

1 Main Street

Blenheim 7201

Company number

1223827

The abovenamed company has —

[Place a tick in the appropriate box.]

<input type="checkbox"/>	adapted a constitution	Date*	<input type="text"/>
<input type="checkbox"/>	altered its constitution	Date*	<input type="text"/>
<input type="checkbox"/>	revoked its constitution	Date*	<input type="text"/>
<input checked="" type="checkbox"/>	revoked its previous constitution and adopted the attached new constitution	Date*	28 July 2014

**Please insert the date on which the company adopted, altered, or revoked its constitution (as the case may be).*

A copy of the constitution as adopted to the constitution is attached to this notice.

Section 32(3), Companies Act 1993

Company name

RANGITANE INVESTMENTS LIMITED

Level 4, Rangitane House
1 Main Street
Blenheim 7201

Company number

1223827

Signature of director /
authorised person:



Date:

28/7/14

Full legal name of director /
authorised person:

Judith Lee Pauline MacDonald Thwaites

Completed by

Hardy-Jones Clark
PO Box 646
BLENHEIM

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Address

Telephone

03 578-5339

Facsimile

03 578-0323

**Optional*

CONSTITUTION OF

RANGITANE INVESTMENTS LIMITED

Certified true copy of the Constitution

- Adopted by the shareholders by special resolution, or
- ~~Adopted by the company on registration.~~
(tick one)



Director

SOLICITOR ACTING:

C T CLARK

FIRM OF SOLICITORS:

HARDY-JONES CLARK
TEMPLE CHAMBERS
76 HIGH STREET
PO BOX 646
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Company14-Rangitane.ctc

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CONSTITUTION OF RANGITANE INVESTMENTS LIMITED

This Constitution contains regulations relating to the conduct of the Company's affairs and must be read in conjunction with the Companies Act 1993

Part A: Introduction

- A** This Constitution empowers the Company to act as one of the principal subsidiary entities of Te Runanga a Rangitane O Wairau, tasked with the objective of holding, protecting and growing the commercial asset base of the Iwi of Rangitane O Wairau.
- B** This Constitution sets out the functions and purposes, and provides for the control, governance, and operation of the Company. The Company shall operate exclusively for Charitable Purposes for the benefit of the Members of Rangitane O Wairau and shall be registered and incorporated as a charity.

Part B: Interpretation, Alteration and Revocation

1. Defined Terms

In this Constitution:

- 1.1 The following expressions have the following meanings:

Act means the Companies Act 1993;

Board means Directors of the Company who number not less than the required quorum acting together as the Board of Directors of the Company;

Charitable Purpose means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined

in Section YA1 of the Income Tax Act 2007;

Charitable Trust means the Te Runanga a Rangitane O Wairau Trust, established by Deed of Trust dated 13 November 2006;

Company means Rangitane Investments Limited;

Constitution means this Constitution as altered from time to time;

Deed of Trust means the Deed dated 13 November 2006 establishing Te Runanga a Rangitane O Wairau Trust;

Director means a person appointed as a Director of the Company in accordance with this Constitution;

Iwi means Rangitane O Wairau;

Members of Rangitane O Wairau means those persons who are individually and collectively recorded as Members within the Members Register maintained by the Trustees pursuant to clause 5.1 of the Deed of Trust;

Rangitane O Wairau means the iwi of Rangitane O Wairau;

Register means the register of shares required to be kept pursuant to Section 87 of the Act;

Related Person for the purposes of clause 36.1 and in accordance with section CW 42(1)(c) of the Income Tax Act 2007, means a person specified in paragraphs (i) to (iv) of subsection (5)(b) of that section, the persons currently specified being:

- (a) a settlor or trustee of the trust by which the business is carried on; or
- (b) a shareholder or director of the company by which the business is carried on; or

- (c) a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
- (d) a person associated with a settlor, trustee, shareholder or director referred to in any of subparagraphs (a) to (c);

Share means a share issued by the Company;

Shareholders means those persons whose names are entered in the Register as the holders for the time being of the shares, it being a requirement that the Shareholders shall at all times be the Trustees of the Charitable Trust;

Subsidiary Entity means any company or other entity which is wholly owned or controlled by the Company;

Trustees means the Trustee or Trustees for the time being of the Charitable Trust, and may include a corporate Trustee or a nominee appointed to act on behalf of all of the Trustees;

Written or in writing in relation to words, figures and symbols includes all modes of presenting or reproducing those words, figures and symbols in a tangible and visible form.

- 1.2 Subject to clause 1.1, expressions which are defined in the Act (whether generally, or for the purposes of a particular subsection, section or sections) have the meanings given to them by the Act. Where an expression is defined in the Act more than once and in different contexts, its meaning is governed by the context in which it appears in this Constitution.

2. Construction

In this Constitution:

- 2.1 Headings appear as a matter of convenience and do not affect the interpretation

of this Constitution.

- 2.2 The singular includes the plural and vice versa, and words importing one gender include the other genders.
- 2.3 A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations.
- 2.4 The Schedule forms part of this Constitution.

3. Shareholders May Alter or Revoke this Constitution

- 3.1 The Shareholders may by Special Resolution alter or revoke this Constitution provided however that:
 - (a) no alteration or revocation may be made which is inconsistent with the Act; and
 - (b) no amendment or revocation shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment or revocation is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exception under the Income Tax Act 2007 (or any replacement legislation) in respect of income derived by it; and
 - (c) before any alteration or revocation is made the Directors shall take appropriate professional advice for the purpose of confirming that any proposed alteration shall not jeopardise the charitable status of the Company or its entitlement to an income tax exception in respect of income derived by it; and
 - (d) no alteration or revocation shall be made which would allow any share or shares in the Company to be held by any person who is not at the time a Trustee.

3.2 Without limiting the generality of the provision contained in clause 3.1(b), no amendment or revocation of the Constitution shall be made which shall:

- (a) alter the provisions which create restrictions and prohibitions in respect of the receipt of gains, benefits, advantages, income and private pecuniary profits contained in clauses 36 and 37; and
- (b) alter the provisions relating to liquidation contained in clause 41.

Part C: Powers and Purpose

4. Rights, Powers, Duties and Obligations

4.1 The Company, the Board, each Director, and the Shareholders have the rights, powers, duties, and obligations set out in the Act except to the extent that they are negated or modified, in accordance with the Act, by this Constitution.

5. Kaupapa/Purpose of Company

5.1 The purpose for which the Company is established is to receive, hold, manage, invest and grow the Company's funds exclusively for Charitable Purposes for the benefit of the Members of Rangitane O Wairau, irrespective of where those Members reside.

5.2 Incidental to, and to give effect to the purposes set out in clause 5.1, the Directors shall:

- (a) receive, hold, manage, invest and grow, on behalf of the Iwi, any assets or other commercial resources;
- (b) develop a Long Term Iwi Investment Plan consistent with the Long Term Strategic Iwi Development Plan of Rangitane O Wairau to assist with the continual future growth and development of the Iwi;

- (c) annually develop an Annual Statement of Intent, and an Annual Report consistent with the Long Term Iwi Investment Plan and the Long term Strategic Iwi Development Plan of Rangitane O Wairau to assist with the future growth and development of the Iwi;
- (d) conduct the activities of the Company in a manner that:
 - (i) focuses on the commercial management, development, investment and growth of the Company's assets whilst acknowledging the interconnectedness of the four Development Pou - cultural, environmental, social and economic; and
 - (ii) is consistent with the Long Term Strategic Iwi Development Plan of Rangitane O Wairau; the Long Term Iwi Investment Plan, and the Annual Statement of Intent which are in force from time to time;
- (e) monitor the operational outputs and long-term outcomes of the Company;
- (f) establish Subsidiary Entities where necessary to undertake various activities;
- (g) exercise strategic governance and provide financial oversight over all the affairs of the Company including any Subsidiary Entities;
- (h) perform any other functions provided for, by or under any enactment or otherwise.

Part D: Shares and Shareholders

6. Company's Shares

- 6.1 At the date of its incorporation under the Act, the Company has 100 fully paid ordinary shares.

7. Rights Attached to Shares

7.1 Subject to the terms upon which any additional shares may be issued and anything else contained in this Constitution to the contrary, a share confers on each of the Shareholders the right to:

- (a) receive notice of, and attend, every Shareholder meeting; and
- (b) one vote on a poll at a meeting of Shareholders on any resolution, including any resolution to:
 - (i) appoint or remove a Director or an auditor;
 - (ii) adopt a constitution;
 - (iii) alter this Constitution;
 - (iv) approve a major transaction;
 - (v) approve an amalgamation under the Act; and
 - (vi) put the Company into liquidation.

and upon the Shareholders collectively the right to:

- (c) the dividends authorised by the Board; and
- (d) the distribution of the surplus assets of the Company.

7.2 For the avoidance of doubt, each Trustee registered as a joint Shareholder shall have the rights referred to in clause 7.1(a) and (b).

8. Issue of Shares

8.1 The Board may issue further shares in the Company in any number and upon such terms as it thinks fit provided:

- (a) that shares may only be issued to the Shareholders; and
- (b) that any issue of shares must be approved in writing by the

Shareholders.

9. Calls on Shares by Board

9.1 The Board may from time to time make such calls as it thinks fit upon the Shareholders in respect of any monies unpaid on any shares and not by the conditions of the issue of those shares made payable at a fixed time or times. A call may be revoked or postponed by the Board on terms satisfactory to the Board in its discretion.

10. Company Paying Up Partly Paid Shares

10.1 The Board may with the approval of the Shareholders in writing resolve to apply any amount that is available for distribution to the Shareholders:

- (a) in paying up in full shares or other securities of the Company to be issued credited as fully paid up to the Shareholders;
- (b) in paying up any amount that is unpaid on any shares held by the Shareholders

or partly in one way and partly in the other.

11. Shareholders

11.1 The Shareholders of the Company may only be the Trustees from time to time of the Charitable Trust, and all shares shall be held by the Trustees jointly.

11.2 Shares in the Company may not be transferred except where a transfer is required as a result of a change in Trustees.

11.3 Subject to clause 11.2 shares may be transferred by entry of the name of the transferees in the Share Register.

11.4 For the purposes of transferring shares, a form of transfer signed by the present

registered holders of the shares may be delivered to the Company or to the agent of the Company who maintains the Register provided however that where any Shareholder fails or refuses to sign a share transfer within five days after the date upon which they cease to be a Trustee then the remaining Trustees acting jointly shall be authorised to execute a share transfer on behalf of the Shareholder who has ceased to be a Trustee.

11.5 The Board may within 30 working days of the receipt of a form of transfer of shares, refuse or delay the registration of the transfer if:

- (a) the transfer is to a person other than a Trustee; or
- (b) the Board considers that to effect the transfer would result in a breach of the law.

11.6 A resolution by the Board to refuse or delay a transfer of the shares must set out in full the reason for doing so, and a copy of the resolution must be sent to the Trustees within 5 working days of the date of the resolution being passed.

11.7 In the event of the death of a Shareholder, the only persons the Company can recognise as having any title to the deceased Shareholder's interest in the shares will be the surviving Trustees, and the Register shall be noted accordingly.

12. Exercise of Power by Meeting or Written Resolution

12.1 A power reserved to the Shareholders by the Act or by this Constitution may be exercised either:

- (a) at a meeting of the Shareholders; or
- (b) by a resolution in writing signed by the Shareholders, as provided for in Section 122 of the Act.

13. Annual Meetings and Special Meetings

13.1 Subject to clause 13.3, the Company must hold an Annual Meeting not later than:

(a) five months after the balance date of the Company; or

(b) 15 months after the previous annual meeting.

13.2 Each Annual Meeting shall be held at such time and place as the Board appoints.

13.3 It is not necessary for the Company to hold an Annual Meeting if everything required to be done at the meeting (by resolution or otherwise) is done by resolution in writing signed by the Shareholders, as provided for in Section 122 of the Act.

13.4 All meetings other than Annual Meetings or Annual Appointors Meetings (clause 23.3) shall be called Special Meetings.

13.5 A Special Meeting:

(a) may be called by the Board at any time; and

(b) must be called by the Board on the written request of the Shareholders.

13.6 The provisions of the First Schedule to the Act govern the proceedings of meetings of the Shareholders.

Part E: Directors

14. Management by Board

Subject to any modifications, exceptions, or limitations in the Act or this Constitution:

14.1 The business and affairs of the Company must be managed by, or under the

direction or supervision of, the Board.

- 14.2 The Board has all the powers necessary for managing, and for directing and supervising the management of, the business and affairs of the Company.

15. Number of Directors is Restricted

- 15.1 The minimum and maximum number of Directors excluding, for the avoidance of doubt, alternate Directors, shall be 4 and 7 respectively. The minimum or maximum number of Directors may be changed by written notice from the Trust.

16. Shareholders May Appoint Directors

- 16.1 Subject to the provisions which follow, any person who is not disqualified under the Act may be appointed as a Director or the Chairperson of Directors by:

- (a) a notice in writing to the Company signed by a majority of the Shareholders; or
- (b) an ordinary resolution of the Shareholders, which may appoint one or more Directors.

- 16.2 The persons holding office as Directors on the date of adoption of this Constitution shall be deemed to have been appointed as Directors pursuant to this Constitution.

- 16.3 The term of appointment of Directors is as follows:

- (a) no Director can be appointed for a term exceeding 3 years;
- (b) at the end of his or her term of appointment a Director shall be eligible for reappointment (for a further term not exceeding 3 years) but, subject to clause 16.3(c), no person can hold office as a Director for more than 9 years in the aggregate;

- (c) where a person has ceased to be eligible to hold office as a Director because he or she has held office for 9 years in the aggregate then that person becomes eligible for another appointment as a Director on the second anniversary of his or her having reached that level of 9 years, and a fresh calculation of the 9 year period for the purposes of clause 16.3(b) commences on the date of that other appointment;
- (d) for the purposes of this clause 16.3 any period during which a person is an Alternate Director of the Company is to be treated as a period in which that person is a Director unless otherwise agreed in writing by the Shareholders.

17. Retirement, Removal and Vacation of Office

17.1 A Director may retire from office:

- (a) by signing a written notice of resignation and delivering it to the address for service of the Company, the notice being effective when it is received at that address or at a later time specified in the notice; or
- (b) in any other manner permitted by the Act.

17.2 Any Director may be removed from office by:

- (a) a notice in writing to the Company signed by a majority of the Shareholders; or
- (b) an ordinary resolution of the Shareholders passed at a meeting called for the purpose of, or for purposes that include, removal of the Director.

17.3 The office of Director is vacated if the person holding that office:

- (a) dies; or

- (b) is declared bankrupt or otherwise disqualified from being a Director pursuant to the Act, this Constitution or any other enactment in law.

18. Notices of Appointment or Removal of Directors

- 18.1 Any notice of appointment or removal of a Director or a Chairperson under clauses 16.1 or 17.2 may be comprised in one or more notices in writing. The notice takes effect from the time it is served on the Company in accordance with the Act, or from such later time as the notice states that it is to take effect.

19. Additional Directors

- 19.1 The Directors may from time to time subject to the approval of the Shareholders and subject to clauses 16.3, 16.4 and 16.5 appoint any person to be an additional Director either to fill a casual vacancy or as an addition to the existing Directors, who shall hold office only until the next annual meeting.

20. Alternate Directors

- 20.1 A Director may from time to time subject to the approval of the Shareholders and subject to clauses 16.3, 16.4 and 16.5 appoint any person (except an existing Director) to be his or her alternate Director. An alternate Director's appointment may be cancelled at any time by the Director who made the appointment.

- 20.2 An alternate Director may only attend meetings, vote and sign resolutions in the absence of the Director who appointed him or her.

21. Directors to Elect Chairperson of the Board

- 21.1 Subject always to the right of the Shareholders to appoint the Chairperson of the Board, the Directors shall elect one of their number as Chairperson of the Board.

22. Chairperson to Hold Office on Certain Terms

- 22.1 The Chairperson of the Board shall hold that office for a term of 1 year, or until

he or she vacates office, or the Directors elect a Chairperson in his or her place or the Shareholders remove him or her from office.

22.2 The role of the Chairperson is to:

- (a) provide leadership;
- (b) preside over all Board meetings, all Annual Meetings, all Annual Appointors Meetings and all Special Meetings;
- (c) report to the Charitable Trust in relation to all operational and governance activities of the Company at the regular meetings of the Charitable Trust or as otherwise agreed with the Charitable Trust.

22.3 Where the Chairperson is unable to preside over a meeting or unable to undertake any other of his or her functions, the Chairperson may delegate any of such tasks to another Director, or if the function that the Chairperson is unable to undertake is the reporting set out in clause 22.2 (c) above, then that function may be delegated to the General Manager of the Company or to the Chief Executive or Chairperson of the Trust.

Part F: Relationship With Trust

23. Meetings with Trust and Reporting Responsibilities

23.1 Without derogating from its duties under any enactment or at law, the Company has reporting responsibilities in relation to:

- (a) its own performance; and
- (b) the performance of any Subsidiary Entity; in accordance with the provisions of this clause 23.

23.2 The Company must:

- (a) hold its assets and all accretions to those assets whether of a capital or revenue nature and whether on trust or otherwise for the benefit of the Members of Rangitane O Wairau, such purposes to be promoted by the payment of dividends or other revenue or capital distributions as directed by the Charitable Trust for Charitable Purposes for the benefit of the Members of Rangitane O Wairau;
- (b) prepare and present a Long Term Iwi Investment Plan to the Charitable Trust, in draft, and obtain approval from the Charitable Trust of its contents;
- (c) review the Long Term Iwi Investment Plan every 5 years and refer any amendments to the Charitable Trust, in draft, for its approval;
- (d) prepare and present an Annual Statement of Intent to the Charitable Trust, in draft in accordance with clause 23.4(b), and obtain approval from the Charitable Trust of the contents of the Annual Statement of Intent at the Annual Planning Meeting to be held in accordance with clause 23.3(a);
- (e) prepare and present an Annual Report to the Charitable Trust, in draft in accordance with clause 23.4 (c) and, obtain approval from the Charitable Trust of the contents of the Annual Report at the Annual Reporting Meeting to be held in accordance with clause 23.3(b);
- (f) report to the Charitable Trust at its regular meetings or in such other manner as may be determined by the Charitable Trust from time to time;
- (g) attend the AGM of the Charitable Trust and participate as required by the Trustees.

23.3 The Directors must hold two Annual Appointors Meetings as follows:

- (a) in November of each calendar year, or such other date as may be agreed with the Trustees, the Directors must hold an Annual Planning Meeting with the Charitable Trust;
- (b) in March of each calendar year, or such other date as may be agreed with the Trustees, the Directors must hold an Annual Reporting Meeting with the Charitable Trust.

23.4 The Company must:

- (a) notify the Charitable Trust of the dates upon which the two Appointors Meetings will be held, such dates to be agreed with the Chairperson of the Charitable Trust; and
- (b) in relation to the Annual Planning Meeting, submit a draft Annual Statement of Intent for the following year to the Charitable Trust at least 1 calendar month before the Annual Planning Meeting; and
- (c) in relation to the Annual Reporting Meeting, submit a draft Annual Report for the previous year to the Charitable Trust at least 1 calendar month before the Annual Reporting meeting.

23.5 The Annual Statement of Intent must be consistent with the Long Term Strategic Iwi Development Plan and the Long Term Iwi Investment Plan, and must include:

- (a) the objectives of the Company;
- (b) the key strategies for use and development of the assets held by the Company;
- (c) the strategic priorities of the Company and/or any Subsidiary Entity;
- (d) the guiding principles by which the business of the Company and/or any

Subsidiary Entity is to be undertaken;

- (e) the expected level of income to be derived from such assets held by the Company and/or any Subsidiary Entity; and
- (f) the manner in which income derived from such assets is expended, including the manner in which and the amounts of any distributions to be made, as set out in the Charitable Trust's distribution policy;
- (g) the level of expenditure as a percentage of the Company funds that may not be incurred without the prior written approval of the Charitable Trust, as set out in the Charitable Trust's Delegations Policy; and
- (h) any proposal to change the constitutional documents of any Subsidiary Entity of the Company.

23.6 At the Annual Reporting Meeting, the Board must provide to the Charitable Trust an Annual Report which reports against the objectives set out in the Annual Statement of Intent for the previous year including:

- (a) a comparison of the performance of the Company against the objectives set out in the Annual Statement of Intent, including:
 - (i) changes in the value of the assets of the Company;
 - (ii) distributions;
 - (iii) the performance of the Company; and
 - (iv) the return on investment of the assets of the Company;
- (b) annual audited consolidated financial statements prepared in accordance with general accepted accounting practice.
- (c) the Annual Report of any Subsidiary Entities, which shall be consolidated with the Annual Report of the Company.

Part G: Proceedings of the Board

24. Meetings of the Board

- 24.1 The Third Schedule to the Act does not apply to proceedings of the Board.
- 24.2 The Schedule to this Constitution governs the proceedings at meetings of the Board, except where otherwise agreed by all directors in relation to a particular meeting or meetings.

25. Written Resolutions of Board Permitted

- 25.1 A resolution in writing signed or assented to by a majority of the directors then entitled to receive notice of a meeting of the Board is as valid and effective as if it had been passed at a meeting of the Board duly convened and held, provided those directors would constitute a quorum at such a meeting.
- 25.2 Within five working days of a resolution being passed in accordance with clause 25.1, the Company must send a copy of the resolution to every director who did not sign the resolution or on whose behalf the resolution was not signed.
- 25.3 Any written resolution under clause 25.1 may consist of several copies of the resolution, each signed or assented to by one or more of the Directors. A copy of a written resolution, which has been signed and is sent by facsimile or any similar means of communication, will satisfy the requirements of this clause.

26. Directors May Act in Interests of the Charitable Trust

- 26.1 When exercising powers or performing duties as a Director, any Director may act in a manner which he or she believes is in the best interests of the Charitable Trust even though it may not be in the best interests of the Company.

27. Directors Must Disclose Their Interests

- 27.1 As soon as a Director becomes aware of the fact that he or she is interested in a

transaction or proposed transaction with the Company, then, unless the Act provides otherwise or all entitled persons have agreed to or concur in the Company entering into the transaction, that director must disclose that interest in accordance with s140 of the Act.

- 27.2 For the purposes of clause 27.1, a Director shall not be interested in a transaction or proposed transaction merely because that Director is a Member of Rangitane O Wairau, in circumstances where the Iwi will benefit or is likely to benefit from the transaction entered into or to be entered into by the Company, unless the Director receives or is likely to receive a benefit that is more advantageous than the benefit conferred on other Members of Rangitane O Wairau.

28. Failure of Director to Disclose Interest

- 28.1 Any failure of a Director to disclose their interest in accordance with clause 27.1 does not automatically void the transaction however the transaction may be avoided under clause 28.2 below.
- 28.2 If the Company enters into a transaction in which a Director is interested but has not complied with the Act, the Company may avoid the transaction if permitted to do so under s141 of the Act provided however that if the Board subsequently ratifies the decision of the Director to enter into the transaction, then this clause will not apply.

29. Interested Director May Not Vote

- 29.1 A Director of the Company who is interested in a transaction entered into, or to be entered into, by the Company may not vote on a matter relating to the transaction, but may:
- (a) sign a document relating to the transaction on behalf of the Company;
 - (b) subject to the consent of the other members of the Board, attend or continue to attend a meeting at which the transaction in which the Director is interested is discussed;

provided that the Director shall not be included in the count of the Directors present at the meeting for the purposes of establishing a quorum.

30. Delegation of Powers

30.1 Subject to the restrictions on delegation in the Act, the Board may delegate any one or more of its powers to a committee of Directors, a Director, an employee of the Company or any other person.

30.2 In exercising the Board's delegated powers, any committee of Directors, Director, employee of the Company or other person must comply with any regulations that the Board may impose.

31. Board's Power to Authorise Remuneration

31.1 The Board may authorise payment of remuneration or the provision of other benefits by the Company to a Director for services as a Director or in any other capacity but only where:

(a) the payment of remuneration or the provision of other benefits by the Company to a Director for services as a Director or in any other capacity is deemed reasonable; and

(b) the relevant action has been approved by written notice signed by a majority of the Shareholders or approved by ordinary resolution of the Shareholders.

31.2 Clause 31.1 does not restrict the payment of remuneration by either wages or salary where the Director is providing services to the Company either as an employee of the Company or is employed under a contract of service to the Company.

31.3 No payment may be made in accordance with clause 31.1 unless approved by a resolution of the Board.

32. Expenses

- 32.1 A Director may be reimbursed for reasonable travelling, accommodation and other expenses incurred in the course of performing duties or exercising powers as a Director of the Company, without requiring the approval of the Shareholders, provided that all expenses claimed are considered reasonable within the realms of a normal commercial transaction.

Part H: Subsidiary Entities**33. Establishment of Subsidiary Entities**

- 33.1 For the avoidance of doubt, the Company may establish Subsidiary Entities which are separate from but responsible to the Company, for the purposes of any activity so long as such activity is consistent with the purposes of the Company, and the Trust has first been consulted.
- 33.2 Any Subsidiary Entity established by the Company pursuant to clause 33.1 must be and remain wholly owned and controlled by the Company.
- 33.3 The deed or constitution of every Subsidiary Entity, must require that company or entity to:
- (a) be consistent with the Charitable Purposes of the Company;
 - (b) hold its assets and all accretions to those assets whether of a capital or revenue nature and whether on trust or otherwise for the benefit of the Members of Rangitane O Wairau, such benefit to be promoted by the payment of dividends or other revenue or capital distributions to the Company or as directed by the Company for its Charitable Purposes, for the benefit of the Members of Rangitane O Wairau;
 - (c) present an Annual Statement of Intent to the Company, in draft and obtain the agreement of the Company to the content of the Annual Statement of Intent;

- (d) have the same reporting responsibilities to the Company as the Company has to the Trust as set out in clause 23.6;
- (e) have its accounts audited; and
- (f) have a Major Transactions Clause identical to clause 34.0 of this Constitution, provided that approval for a Major Transaction must first be obtained from the Company.

Part I: Major Transactions

34. Entering into of Major Transactions

34.1 The Company must not enter into a Major Transaction unless that Major Transaction:

- (a) has been approved by a majority of 75% of the Trustees; or
- (b) is contingent upon approval by a majority of 75% of the Trustees and the Major Transaction is subsequently approved by a majority of 75% of the Trustees.

34.2 For the purpose of clause 34.1 "*Major Transaction*" means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, assets by the Company, the value of which is more than 50% (or such other fixed percentage as may be determined at an Annual Appointors Meeting or Special Meeting) of the value of the Company's funds before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, assets by the Company, the value of which is more than 50% (or such other fixed percentage as may be determined at an Annual Appointors Meeting or Special Meeting) of the value of the Company's

funds before the disposition; or

- (c) a transaction that has or is likely to have the effect of the Company acquiring rights or interests or incurring obligations or liabilities the value of which is more than 50% (or such other fixed percentage as may be determined at an Annual Appointors Meeting or Special Meeting) of the value of the Company's funds before the transaction;

but does not include:

- (d) any transaction, entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Company's funds; or
- (e) any acquisition or disposition of assets by the Company from or to any Subsidiary Entity; or
- (f) any acquisition or disposition of assets of the Company from or to the Trust or any company or other entity which is wholly owned or controlled by the Trust;

provided however that:

- (g) nothing in paragraph (c) of this definition applies by reason only of the Company giving, or entering into an agreement to give, a charge secured over assets of the Company the value of which is more than 50% (or such other fixed percentage as may be determined at an Annual Appointors Meeting or Special Meeting) of the value of the Company's funds for the purpose of securing repayment of money or the performance of an obligation; and

for the purposes of this definition, the value of the Company's funds must be calculated based on the value of the assets and liabilities of the Company and all its Subsidiary Entities.

Part J: Distributions and Dividends

35. Authorisation and Payment of Distributions and Dividends

- 35.1 Subject to the provisions of the Act, the Board may on its own motion, and shall if directed by a resolution of the Shareholders, authorise the payment of dividends or other revenue or capital distributions to the Charitable Trust for Charitable Purposes for the benefit of the Member of Rangitane O Wairau, and may do everything that is necessary or expedient to give effect to the payment of such dividend or distribution, provided that prior to authorising a dividend or distribution the Board must be satisfied on reasonable grounds that the Company will immediately after payment of the dividend or distribution satisfy the solvency test.

Part K: Restrictions in Respect of Benefits and Profits

36. No Benefits or Advantages

- 36.1 In the conduct of the Company's business and affairs no Director or Related Person shall receive, gain or derive any benefit, advantage or income where the Director or Related Person is able to (directly or indirectly) determine or materially influence the determination of:
- (a) the nature or amount of that benefit, advantage or income; or
 - (b) the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.
- 36.2 A person who is in the course of, and as part of the carrying out of his or her business of a professional public practice, shall not, by reason only of him or her rendering professional services to the Company, be in breach of the terms of clause 36.1.

37. No Private Pecuniary Profit

37.1 No private pecuniary profit shall be made by any individual from the Company except that:

(a) a Director, officer, servant or employee of the Company shall be entitled to be reimbursed for all reasonable expenses which he she or they incur in the ordinary course of the affairs of the Company;

(b) a Director, officer or servant of the Company may receive reasonable and proper remuneration (including Director's fees) in return for services rendered to the Company;

(c) any other person who has rendered services to the Company may be paid proper professional, business or trade charges for the services rendered by that person or by any firm or entity of which that person is a member, employee or associate.

37.2 The Board, when determining all reimbursements, remuneration and charges payable in terms of clause 37.1, shall ensure that the restrictions imposed by clause 36 of this Constitution are strictly observed.

Part L: General

38. Company May Indemnify Directors and Employees for Certain Liabilities

38.1 The Company may indemnify a Director or employee of the Company or a related company for any liability or costs for which a Director or employee may be indemnified under the Act. The Board may determine the terms and conditions of any such indemnity.

39. Company May Effect Insurance for Directors and Employees

39.1 The Company may, with the prior approval of the Board, effect insurance for a Director or employee of the Company or a related company for any liability or

costs for which a company may effect insurance for a Director or employee under the Act. The Board may determine the amounts and the terms and conditions of any such insurance.

40. Manner of Execution

40.1 A contract or other enforceable obligation may be entered into by the Company in accordance with the Act.

41. Distribution on Liquidation

41.1 Upon the liquidation of the Company, the surplus assets of the Company (if any) must be distributed to the Shareholders for the benefit and purposes of the Charitable Trust.

42. Directors May Remove Company from Register

42.1 If the Company:

- (a) has ceased to carry on business, discharged in full its liabilities to all known creditors, and distributed its surplus assets in accordance with this Constitution and the Act; or
- (b) has no surplus assets after paying its debts in full or in part, and no creditor has applied to the Court for an order putting the Company into liquidation

then the Board may request the Registrar to remove the Company from the New Zealand register.

43. Audit

43.1 The financial statements of the Company must be audited on an annual basis in accordance with Part XI of the Act. The Shareholders have no power to resolve not to appoint an auditor in respect of the Company in respect of any accounting

period and, to the extent permitted by the Act, section 196(2) of the Act does not apply to the Company.

Schedule: Proceedings of the Board

Notice of Meeting

1. Director or Employee Under Director's Instructions to Convene Meetings

A Director, or any other person at the request of a Director, may convene a meeting of the Board by giving notice in accordance with this Schedule.

2. Notice to be Sent to Directors' Address

The notice of meeting must be a written notice given to each Director personally or sent to the address or facsimile number, or an electronic mail message sent to the electronic mail address, which the Director provides to the Company for that purpose, or if an address or facsimile number or electronic mail message is not provided, then to his or her last place of employment or residence or facsimile number known to the Company.

3. Notice to Contain Certain Particulars

The notice of meeting must include the date, time and place of meeting and the matters to be discussed.

4. Period of Notice Required to be Given to Directors

At least two days' notice of a meeting of the Board must be given unless the chairperson (or, in the chairperson's absence from New Zealand, any other director) believes it is necessary to convene a meeting of the Board as a matter of urgency, in which case shorter notice of the meeting of the Board may be given, so long as at least two hours' notice is given.

5. Absent Directors

If a Director, who is for the time being absent from New Zealand, supplies the Company with a facsimile number or address or electronic mail address to which notices are to be sent during his or her absence, then notice must be given to that director. Otherwise notice need not be given to any director for the time being absent from New Zealand.

6. Directors May Waive Irregularities in Notice

Any irregularity in the notice of a meeting is waived if all directors entitled to receive notice of the meeting attend the meeting without protest as to the irregularity, or if all Directors entitled to receive notice of the meeting agree to the waiver.

*Meeting and Quorum***7. Methods of Holding Meetings**

A meeting of the Board may be held either:

- 7.1 by a number of directors who constitute a quorum being assembled together at the place, date and time appointed for the meeting; or
- 7.2 by means of audio, or audio and visual, communication by which a quorum of directors participating can simultaneously hear each other throughout the meeting.

8. Quorum for Board Meeting

Unless otherwise determined by the Board, the quorum necessary for the transaction of business at a meeting of the Board is a majority of directors. The Trust may change the number of directors required for a quorum by written notice to the Company. No business may be transacted at a meeting of the Board unless a quorum is present.

9. Meeting Adjourned if No Quorum

If a quorum is not present within 30 minutes after the time appointed for a meeting of the Board, the meeting will be adjourned automatically until the same day in the following week at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Directors present will constitute a quorum.

*Chairperson***10. Chairperson to Chair Meetings**

The chairperson of the Board will chair all meetings of the Board. If no chairperson is elected, or if at a meeting of the Board the chairperson is not present within 5 minutes from the time appointed for the meeting, then the directors present may elect one of their number to be chairperson of the meeting.

*Voting***11. Voting on Resolutions**

Each Director has one vote (except where a Director is interested in a transaction). A resolution of the Board is passed if it is agreed to by all directors present without dissent or if a majority of the votes cast on it are in favour of it. A director present at a meeting of the Board may abstain from voting on a resolution, and any director who abstains from voting on a resolution will not be treated as having voted in favour of it for the purposes of the Act.

12. Chairperson Does Not Have Casting Vote

In the case of an equality of votes, the chairperson of the Board does not have a casting vote.

Minutes

13. Board Must Keep Minutes of Proceedings

The Board must ensure that minutes are kept of proceedings at meetings of the Board. Minutes which have been signed correct by the chairperson of the meeting are evidence of the proceedings at the meeting unless they are shown to be inaccurate.

Other Proceedings

14. Board May Regulate Other Proceedings

Except as set out in this Schedule, the Board may regulate its own procedure.