



KAWENATA

Lake Taupō Forest Trust



LAKE TAUPŌ *forest* TRUST



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KAWENATA

1. GENERAL AND SPECIAL MEETING PROCESS

1.1 Subject to clause 1.2 below, the Trustees, when convening and holding a meeting of Owners must recognise the importance of General and Special Meetings as the:

- (a) Resolutions passed at these meetings are considered the official expression of the Owners' view on the matter voted on in each Resolution;
- (b) Resolutions passed are the only means by which the Trustees may determine the views of the Owners; and
- (c) views arrived at by the Owners by passing Resolutions at these meetings will only be considered valid and relevant if they are determined in accordance with proper and fair processes.

1.2 For the avoidance of doubt, resolutions passed at General and Special Meetings do not bind the Trustees but must be given consideration by the Trustees.

2. NOTIFYING OWNERS OF A GENERAL OR SPECIAL MEETING

2.1 The Trustees must take all reasonable steps to notify the Owners that a General or Special Meeting of Owners is to be held ("**Notice**"). Notice may be facilitated by:

- (a) notifying Owners directly in writing by a preferred method such as by letter or email where it is reasonable to do so (e.g. where the Trust has the mail and/or email addresses of the Owners and doing so is inexpensive); and
- (b) where direct notification is not possible, by publishing notice in any one or more of the following ways:
 - I. in a daily newspaper circulating in the district where the Corpus Land is situated;
 - II. by any electronic means (such as a website) associated with the Trust and the Owners;

III. broadcasting over the local iwi radio station.

2.2 The notice must specify:

- (a) the agenda for the meeting with sufficient detail to accurately inform the Owners of all matters that are to be discussed and voted on at the meeting, and where the agenda includes consideration of, and voting on variations or other changes to this Order, the notice shall include a summary of the proposed changes and shall state that a full copy of the proposed change can be obtained from the Secretary, and providing contact details for the Secretary.
- (b) how voting is to be conducted, including, where Proxy votes are to be allowed, the formal requirements that must be met when voting by these means (see Clause 4 for the specific requirements of these forms of voting).

2.3 The notice must invite the Owners to submit a matter to be added to the agenda.

2.4 The notice must be given at least 14 days before the Special or General Meeting to which the notice relates.

3. CONDUCTING A GENERAL OR SPECIAL MEETING

3.1 The number of Owners required to be at a General or Special Meeting in order to conduct the business of that meeting (“**Quorum**”) is 100 Owners of this Trust present for the duration of the meeting.

3.2 At the General Meeting the Trustees must present to the Owners the reports and financial statements for the Financial Year that immediately preceded the current General Meeting.

3.3 The Trustees must keep a record of the General or Special Meeting (“**Minutes**”) that accurately describes the events of the meeting, starting with a list of attendees, a statement of the issues considered by the Owners and other attendees, and a reasonable summary of exchanges made by attendees on those issues. The Minutes risk being considered flawed if they fail to provide a proper indication of the views expressed by the Owners.

3.4 The person who chairs the meeting must call for the Owners to vote on matters that are to be decided at the General or Special Meeting by majority vote (“**Resolutions**”). When a Resolution is passed it is the official expression of the Owners’ views on each matter to which a Resolution relates.

4. VOTING ON RESOLUTIONS AT GENERAL OR SPECIAL MEETINGS

4.1 When a Resolution is put to a General or Special Meeting for a vote by the Owners, the Trustees must determine before a General or Special Meeting commences, which of the people attending the meeting are entitled to vote (either as a Beneficial Owner entitled to vote or a Proxy), by:

- (a) checking that each attendee is entitled to vote;
- (b) where an attendee holds a Proxy, by checking that the Proxy voting right is validly given and that the Proxy possesses all the necessary documents to prove this; and
- (c) by formally registering each individual present entitled to vote.

4.2 For the purposes of a vote by show of hands, where the trustees of another trust are collectively an Owner of the Trust (e.g. a Whānau Trust) then only one of their number may vote on behalf of that trust. Where more than one of the trustees of that trust are in attendance at the meeting of the Trust, they must inform the Trustees which of them is to exercise the vote of that Trust. In the absence of a Proxy or failing agreement between them, none of the trustees of that trust is entitled to vote on that trust's behalf at the meeting of the Trust.

5. PROXY VOTES AT A GENERAL OR SPECIAL MEETING

Certifying Proxy votes

5.1 Where Proxy votes are allowed, a Proxy voter for a Owner is entitled to attend and vote at a Special or General Meeting only if the:

- (a) Proxy voter is 20 years or older, of capacity and is an Owner;
- (b) Proxy voter is appointed by a notice in writing in accordance with the form provided in Schedule 2 of this Order;
- (c) Notice is received by the Trustee nominated as Chairperson, at least one hour before the meeting begins;
- (d) Notice is signed by the Owner on whose behalf the Proxy voter is voting and is witnessed by a non-family member of the Owner;

- (e) Notice states the particular meeting for which the Proxy voter is appointed; and
- (f) Chairperson determines whether the notice is valid (if it is decided that the notice is invalid the Chairperson must provide reasons for that determination and record those reasons on the notice presented by the Proxy voter).

5.2 The Chairperson may on request, allow any person entitled to vote to inspect any notice.

5.3 The notice of any Proxy voter will lapse if the Owner who authorises it dies, gives a written notice that it is cancelled prior to the meeting for which the Proxy was issued, or is present at the meeting for which the Proxy was issued.

6. TRUSTEE ELECTIONS

6.1 The Trust will hold triennial elections in accordance with *Schedule 2*.

7. TRUSTEE MEETINGS

7.1 The number of Trustees required to attend a trustee meeting in order to conduct the business of that meeting (“**Quorum**”) is a majority in number of the Trustees appointed by the Court. If the Trustees agree, a Trustee who cannot attend in person may do so by teleconference or other digital or electronic means, provided that they can and do remain in contact with the other Trustees at all times throughout the meeting to the extent required to maintain a Quorum.

7.2 Following appointment by the Court of new trustees after an Election, the Trustees must at their first meeting appoint a Trustee to be Chairperson and another Trustee to be the Deputy Chairperson.

7.3 Unless a Trustee meeting is convened in an emergency, at least **fourteen (14)** working days’ notice of any meeting shall be given to all Trustees.

7.4 Trustee meetings will be based primarily on a pre-prepared agenda, the preparation of which is the responsibility of the Chairperson. The other Trustees also have the right to submit items for inclusion on the agenda and should endeavour to submit items at the earliest opportunity.

7.5 Trustee meetings are held with the expectation that all Trustees have prepared for them adequately and will participate in all discussions at all times, in a manner that is consistent with behaviour that is considered acceptable.

- 7.6 The Trustees must keep Minutes of all trustee meetings in accordance with the requirements of clause 3.3, copies of which must go to all Trustees and any other persons that the Trustees determine should receive them. The Chairperson shall be responsible for ensuring that a record of all Resolutions (and the votes for and against) is recorded.
- 7.7 The Trustees, when conducting Trust business, will make all decisions that they are empowered to make on behalf of this Trust by a majority vote of the Trustees. The Chairperson does not have a casting vote; in the case of a tied vote on a resolution, the resolution is to be treated as having been defeated. All acts and proceedings that follow the vote on any decision will be valid and of good effect as if all Trustees concurred.
- 7.8 Where any Trustee dissents in writing from the majority decision of the Trustees before the decision is implemented, that Trustee is absolved from any personal liability arising out of the implementation of that decision. Any such dissent shall be sent to the Chairperson or to the Secretary. Where the dissenting Trustee is the Chairperson, notice must be given to the Secretary; where the dissenting Trustee is the Secretary, notice must be given to the Chairperson; where both the Chairperson and the Secretary dissent, they must give notice to at least one other Trustee who is a member of the majority.

8. ADDRESSING GRIEVANCES

- 8.1 If any Trustee or Owner is aggrieved by a decision, action or omission of the Trustees (“**Applicant**”), that person may first give written notice of the grievance to the Trustees.
- 8.2 If the Applicant’s grievance is not satisfactorily addressed within a reasonable period of time, the Applicant may in writing, notify the Trustees of his or her intention to have his or her grievance referred to a Special Meeting of the Owners in accordance with clause 9.2.
- 8.3 If the Trustees fail to convene a Special Meeting of the Owners within **3** months of receiving the written notice specified above at clause 8.2, the Applicant may file in Court an application pursuant to section 238 of the Act or section 68 of the Trustee Act 1956 requesting that the Court:
- (a) review any decision, action or failure to act of the Trustees; and/or
 - (b) give directions in relation to any action or failure to act or contemplated action or failure to act of the Trustees; and/or
 - (c) grant an injunction preventing the Trustees from taking any further steps in relation to the decision, action, or failure to act.



9. MAJOR TRANSACTIONS

9.1 In this clause, **Major Transaction** means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, property by the Trustees the value of which is more than 15% of the value of the Trust Property less the value of any Corpus Land owned by the Trust before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, property by the Trustees the value of which is more than 15% of the value of the Trust Property less the value of any Corpus Land owned by the Trust before the disposition; or
- (c) a transaction that has or is likely to have the effect of the Trustees acquiring rights or interests or incurring obligations or liabilities the value of which is more than 15% of the Trust Property less the value of any Corpus Land owned by the Trust before the transaction,

but does not include:

- (d) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Property; or
- (e) any disposition of property by the Trustees to any Trust Entity, or between Trust Entities.

9.2 The Trustees must not enter into a Major Transaction unless that Major Transaction is:

- (a) approved by a majority of the Owners present and voting at a General Meeting called to consider the Major Transaction; or
- (b) contingent on such approval.

10. MĀORI COMMUNITY PURPOSES

10.1 In making payments for Māori Community purposes pursuant to *clause 14.4(r)(ii)* of the Trust Order, the Trustees shall apply:

- (a) Up to \$170,000 per annum (unless a higher amount is first approved at a Special or General Meeting) for making grants or loans towards the cost of the construction, establishment, management, maintenance, repair or improvement of Māori meeting house, halls, churches and church halls, kohanga reo, villages, marae or cemeteries associated with the Beneficial Owners.
- (b) Up to \$500,000 (unless higher amount has been approved at a General Meeting) towards a Tangihanga Fund. The purpose of the fund will be to allow for grants to be made towards the cost of tangihanga for deceased Owners or for deceased persons nominated to the Trust by the trustees of a Whānau Trust which is an Owner. Funds so allocated or any part thereof may be applied for the purchase by the Trustees of insurances. Any money received by the Trustees from any such insurance shall be applied to the Tangihanga Fund by the Trustees.

11. AMENDMENTS

11.1 The Trustees have the power to amend, revoke or add to the provisions of this Kawenata (in each case, a **Change**) provided that:

- (a) no Change may be inconsistent with the Trust Order or the Act; and
- (b) subject to clause 11.2, a Change may only be promoted if a majority of the Owners present and voting at a Special or General Meeting resolve that the Change is for the collective benefit of the Owners.

11.2 The Trustees have the power to effect a Change if:

- (a) the Change relates to clause 7; and
- (b) the Change is approved by a majority of the Trustees.

12. INTERPRETATION

12.1 Definitions

In this Kawenata, unless the context otherwise requires:

Act means Te Ture Whenua Māori Act 1993;

Trust Order means the order of the Māori Land Court that sets out the terms of the Trust, as amended from time to time.

12.2 In this Kawenata, unless the context otherwise requires:

- (a) terms defined in the Trust Order have the same meanings when used in this Kawenata;
- (b) reference to a statute or statutory provision in this Kawenata includes that statute or provision as amended, modified, re-enacted or replaced from time to time;
- (c) references to:
 - (i) one gender includes the other gender;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a sub-clause are to a sub-clause of a clause; and
 - (iv) a person includes an individual, body corporate, an association of person (whether corporate or not) and a trust (in each case, whether or not having separate legal personality); and
- (d) headings, sub-headings and the table of contents are to be ignored in interpreting the Kawenata

13. STATUS OF THE KAWENATA

13.1 The Kawenata constitutes a contract between the Trustees and the Owners and between each of the Owners. It is enforceable by law by the Trustees and the Owners.

13.2 The Trustees and the Owners acknowledge that the terms of the Kawenata, and compliance with the terms of the Kawenata, may be reviewed by the Court pursuant to section 231 of the Act.

13.3 The Trustees and the Owners agree that:

- (a) the Kawenata is subject to, and must not be inconsistent with, the Act and the Trust Order; and
- (b) In the event of any conflict or inconsistency between the provisions of this Kawenata and the provisions of the Act or the Trust Order, the Act or the Trust Order (as the case may be) shall prevail.

SCHEDULE 1

Proxy Voter Form

I, **[NAME]**, being an Owner of the Lake Tāupo Forest Trust, hereby appoint **[PROXY VOTER'S NAME]** ("Proxy Voter") to be my Proxy Voter at the General or Special Meeting of Owners to take place on **[STATE DATE AS ACCURATELY AS POSSIBLE]** ("Meeting").

I direct my Proxy Voter to:

1. vote as he or she decides;
2. vote for/against the resolution(s) (specify) proposed for determination at the Meeting.

This Proxy has been signed by me in the presence of **[NAME OF WITNESS]** who is a

Solicitor

Justice of the Peace

Registered Medical Practitioner

Officiating Minister

Registered Nurse

School Teacher

Officer of the Ministry of Justice

Chartered or Registered Accountant

SCHEDULE 2

ELECTIONS OF TRUSTEES

1. PROCEDURE

1.1 This Schedule to apply:

This Schedule shall apply for the Trustee elections held in 2022 and all subsequent Trustee elections. For the purposes of those Trustee elections, the Trustees shall be appointed in accordance with the rules and procedures set out in this Schedule.

1.2 2019 Trustee election

The 2019 Trustee election shall be held in accordance with clause 5(e) of the Trust Order for the Trust as set out at Māori Land Court Minute Book reference 351 AOT 100-103, even if that version of the Trust Order is superseded before the 2019 Trustee election takes place.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Nominee to be registered:

To be elected as a Trustee a nominee must, as at the closing date for nominations, be a Beneficial Owner and be eligible in accordance with *clause 12.1 of the Trust Order*.

2.2 Trustees Roles:

A Trustee may not simultaneously hold the position of employee of, or a contractor to, the Trust or any Trust Entity.

2.3 Trustees may be directors or trustees:

Subject to *clause 14.4(m) of the Trust Order*, a Trustee may be a director or a trustee of a Trust Entity.

1.4 Number of Trustees to be limited:

The number of Trustees in office from time to time shall be as follows:

- (a) For the period from the date of adoption of this Kawenata to the date of the election to be held in 2022, there shall be no more than eleven (11) Trustees.
- (b) Thereafter, there shall be no more than seven (7) Trustees.

3. ELECTION OF TRUSTEES

3.1. Election of Trustees:

The Owners shall be entitled to elect the Trustees in accordance with the rules for elections as set out in this Schedule.

3.2. Timing of elections:

Trustee elections shall be held:

- (a) on a date between 1 October and 30 November 2022, such date to be determined by the Trustees; and
- (b) thereafter, in every third calendar year.

3.3. Successful candidates:

The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. If there is an equal number of votes for the last available position, then the successful candidate will be decided by the drawing of lots.

4. TERM OF OFFICE

4.1 Term of office:

Subject to *rule 4.2* of this Schedule the Trustees from time to time shall hold office for a term of no more than 6 years.

4.2 Retirement and rotation of Trustees:

The Trustees shall retire from office with elections to be held for their respective positions as Trustee as follows:

- (a) for the purposes of the Trustee elections held in 2022:
 - (i) three (3) of the Trustees elected at the 2019 Trustee election shall retire, such that four (4) of the Trustees elected at the 2019 Trustee election shall remain in office;
 - (ii) all Trustees who were elected prior to the 2019 Trustee election shall retire; and
 - (iii) an election shall be held for three (3) Trustee positions;
- (b) for the purposes of the Trustee elections held in 2025, the remaining Trustees elected at the 2019 Trustee election shall retire and an election shall be held for four (4) Trustee positions

4.3 Order of retirement of Trustees:

The order of retirement of the Trustees under *rule 4.2* of this Schedule shall be determined by agreement among the Trustees failing which the determination shall be made by lot.

1.4 Term following retirement of Trustees:

Following the retirement of the Trustees in accordance with *rule 4.2* of this Schedule, each newly elected Trustee shall hold office for no longer than six (6) years. However, because Trustees are formally appointed by the Māori Land Court:

- (a) any Trustee that is re-elected shall continue in office, with a new term of office of no more than 6 years commencing on the date on which he or she was re-elected;
- (b) any Trustee that is not re-elected shall continue to hold office until the Māori Land Court grants an order relieving that Trustee from their position; and
- (c) any person who is not already a Trustee and is elected as a Trustee shall take office on the date that the Māori Land Court grants an order to that effect, but his or her term for the purposes of *rule 4.1* of this Schedule shall commence on the date on which he or she was elected.

4.5 Eligibility of retiring Trustees:

Retiring Trustees shall be eligible for re-election.

4.6 Casual vacancies:

Should:

- (a) there be no person elected to replace a Trustee following that Trustee's retirement; or

- (b) any casual vacancy arises prior to the expiry of any Trustee's term of office; and
- (c) the term to run for that vacant position in either 4.6(a) or 4.6(b) exceeds twelve (12) months;

then that vacancy shall be filled

- (d) in the first instance, by appointing the next highest polling candidate in the most recently held Trustee election who is not already a Trustee; and
- (e) If no person is able to be appointed pursuant to *rule 4.6(d)*, by the holding of a further election in accordance with this Schedule.

4.7 Term of casual appointments:

In the case of an appointment made pursuant to *rule 4.6* of this Schedule the Trustee thereby appointed shall, as the case may be, hold office:

- (a) In the case of a Trustee appointed pursuant to *rule 4.6(a)* of this Schedule, for the same term as that Trustee would have been appointed had he or she been appointed, immediately following the retirement of the previous Trustee, under *rule 4.4* of this Schedule; or
- (b) In the case of a Trustee appointed pursuant to *rule 4.6(b)* of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

5. TIMING OF ELECTIONS

- 5.1** The elections for Trustees must, except in the case of elections to fill casual vacancies under *rule 4.6* of this Schedule or to the extent that any review under *rule 13* of this Schedule has been sought in respect of an election, be concluded so that no Trustee holds office for more than six (6) years without facing re-election.

6. MAKING OF NOMINATIONS

6.1 Calling for nominations:

The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least three (3) months before the date on which Trustee elections are to be held, and in any event in sufficient time for the election to be concluded in accordance with *rule 5* of this Schedule. Such notice shall specify the method of making nominations, the requirement in *rule 2.1* of this Schedule in terms of Trustee eligibility, and the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs.

6.2 Timing for nominations:

All nominations must be lodged with the Trustees (or such other person as the Trustees elect) no later than twenty-one (21) days following the date upon which the notice calling for nominations is first given.

6.3 Form of notice:

All notices given under this rule shall be given by:

- (a) inserting a prominent advertisement on at least two (2) separate days in appropriate newspapers circulating in regions where the Trustees consider that a significant number of Owners reside; and
- (b) such other means as the Trustees may determine.

6.4 Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than three (3) Owners.

6.5 Consent of nominee:

The consent of each candidate to his or her nomination shall be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trustees, withdraw his or her nomination.

6.6 Eligibility for nomination:

Notwithstanding the foregoing rules of this Schedule, a Beneficial Owner shall not be eligible for nomination as a candidate for election as a Trustee if he or she does not meet the requirements of clause *12.1 of the Trust Order*.

7. HOLDING OF ELECTIONS

7.1 Mode of Voting at Elections:

Subject to *rule 7.3* of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be delivered to the Returning Officer by post or by electronic form where available. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Where there is an equal number of votes for the last trustee position the decision as to the successful candidate shall be made by the drawing of lots.

7.2 No elections where nominees' equal vacancies:

In the event that the total number of nominations of Trustees is less than or equal to the total number of vacancies, no election shall be necessary, and the person or persons nominated shall be deemed to have been duly appointed.

7.3 Owners to vote in elections:

Each Owner is eligible to vote in an election, provided that each such Owner will only be eligible to cast one vote in an election listing up to 3 preferred Trustees in an election.

8. NOTICE OF ELECTIONS

8.1 Notice to be given:

Immediately after the closing date for nominations, the Trustees shall, where an election is required, fix a closing date for the election (being the last day upon which a vote may be validly cast in the election).

8.2 Period of notice:

The Trust shall give not less than twenty-eight (28) days' notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 7.1* of this Schedule.

8.3 Method of giving notice:

Notice under *rule 8.2* of this Schedule shall be given by:

- (a) post (including by electronic form where available) to all Owners at the addresses shown on the register of Owners maintained by the Trust. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address;

- (b) inserting a prominent advertisement on at least two (2) separate days in appropriate newspapers circulating in regions where the Trustees consider that a significant number of Owners reside;
- (c) such other means as the Trustees may determine.

8.4 General content of notices:

Every notice given in accordance with *rule 8.3(a) and (b)* of this Schedule shall contain:

- (a) a list of the nominees for election as Trustees; and
- (b) the mode by which votes may be cast as set out in *rule 7.1* of this Schedule.

8.5 Additional content of notice:

Each notice given in accordance with *rule 8.3(a)* of this Schedule shall also contain:

- (a) a voting form that complies with *rule 9.1* of this Schedule; and
- (b) details of the procedure to be followed in making a vote by post or by electronic form, including the date by which the voting form must be received by the Returning Officer.

8.6 Additional information in other notices:

Each notice given in accordance with *rule 8.3(b) and (c)* of this Schedule shall also give details about how voting forms may be obtained.

9. POSTAL VOTING

9.1 Other details to accompany vote:

Each voting form must contain information that is sufficient to identify the voter and the voting documents issued to that voter.



9.2 Timing of postal votes:

Votes must be made no later than the closing date for the election of the Trustees to which the postal vote relates. Votes otherwise validly cast are valid and able to be counted if they are received by the Returning Officer no later than three (3) days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

10. APPOINTMENT OF RETURNING OFFICER

10.1 Appointment of Returning Officer:

For the purposes of elections, the Trustees shall appoint as required a Returning Officer who shall not be a Trustee or employee of the Trust. The Trustees shall ensure that the Returning Officer is appointed on terms requiring the Returning Officer to act in accordance with the provisions of this Trust Order setting out the powers and duties of the Returning Officer. The Returning Officer shall be responsible for co-ordinating Trustee elections.

10.2 Returning Officer to receive voting forms:

All voting forms must be addressed to the Returning Officer.

10.3 Only one vote to be cast:

The Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Owner.

10.4 Recording of votes:

A record shall be kept by the Returning Officer of all votes received.

11. COUNTING OF VOTES

11.1 All votes to be counted:

Upon the expiry of the date for the receipt of postal votes, the Returning Officer shall record and count all votes validly cast.

11.2 Certification and notifying election result:

Once all votes have been counted and the result of the election determined by the Returning Officer, the Returning Officer shall certify the result of the election and communicate the result of the election to the Trustees. The Trustees shall thereafter advise the candidates of the result and give notice of the same to the Owners. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

12. RETENTION OF ELECTION RECORDS

12.1 Compiling and sealing voting records:

The Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The Returning Officer shall endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election. The Returning Officer shall then sign the endorsement and forward the sealed packet to the Trustees.

12.2 Retention and disposal of packets:

The sealed packets received from the Returning Officer shall be safely kept unopened by the Trustees for a period of one (1) year from the closing date for making votes in the election to which the packet relates. At the expiry of that one (1) year period the packets shall be destroyed unopened.

13. TERMINATION OF OFFICE OF TRUSTEES

13.1 Termination of office of Trustees:

Notwithstanding the foregoing rules of this Schedule, a Trustee shall cease to hold office if he or she is removed from office as a result of the application of clause 12 of the Trust Order.

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LAKE TAUPO *forest* TRUST

