



KING COUNTRY ~~ELECTRIC POWER~~ TRUST

TRUST DEED

As amended 19th October 2011 [\[Insert Date\]](#) 2021

KING COUNTRY ~~ELECTRIC POWER~~ TRUST

THIS DEED is made on the
day of ~~June 1993~~2021

~~18th~~

BY Adrian Paul Doyle, Uwe Kurt Kroll, Robert Welsford Carter, Sandra Rose Greenslade and Joanna Mary Bransgrove (Trustees)

THIS DEED WITNESSES THAT with effect on the Effective Date, this Deed will replace the Prior Trust Deed. For the avoidance of doubt, it is intended that the Trust will continue to operate as the same Trust before and after the Effective Date, but will be governed and administered as provided in this Deed.

BACKGROUND

A. The Trust was originally established on the terms set out in the 1993 Deed dated 18 June 1993, and as further amended and consolidated in the Deed dated 19 October 2011.

B. This Deed amends and consolidates the Deed to:

- i) **Sale of Shares:** allow the sale of the Shares in the Company at any time, if warranted following a review, after public consultation;
- ii) **Trustee Restrictions:** change some of the restrictions on who can be a trustee;
- iii) **Modernisation:** modernise the wording in the Deed and make it easier to read and understand and reflect relevant technology developments such as electronic meetings; and
- iv) **Trusts Act 2019:** include amendments required or desirable as a result of the Trusts Act 2019.

~~BETWEEN KING COUNTRY ENERGY LIMITED~~ a duly incorporated company with its registered office at Taumarunui (hereinafter called "the Company")

~~AND~~ ("the Trustees")

~~WHEREAS~~

~~A. The King Country Electric Power Board ("the Board") has formed a registered private company limited by shares, King Country Energy Limited ("the Company"), in which the subscribers are:~~

~~— KENNETH STUART STREET OF TAUMARUNUI, FARMER;~~

~~— GORDON ROBERT HOPEFUL GOWER OF OHURA, FARMER;~~

~~— PETER JOHN TILL OF TAUMARUNUI, BOARD MANAGER; AND~~

~~— NORMAN JAMES ANNAND OF TAUMARUNUI, BOARD SECRETARY;~~

~~B. Pursuant to section 28 of the Energy Companies Act 1992 the Minister of Energy has approved the establishment plan prepared and submitted in respect of the Company which establishment plan provides for the allocation of Shares in the Company to the Trustees and the re-registration of the Company as a public company limited by shares;~~

~~C. The Company wishes to establish the King Country Electric Power Trust to enable the Trustees to acquire the Shares in the Company to be vested in the Trustees in accordance with the establishment plan.~~

~~D. The object of the Trust is to hold the Shares in the Company on behalf of the Consumers and to exercise the rights attaching to the ownership of the Shares and distribute to the Consumers in their capacity as owners, the benefits of ownership of the Shares in the Company including any dividends received by the Trust, and to carry out future ownership reviews involving public consultation in accordance with the terms of this Deed.~~

1. 1. DEFINITIONS AND CONSTRUCTIONINTERPRETATION

1.1 ~~1.1~~ **Definitions:** In this Deed, unless the context otherwise requires:

(a) ~~(a)~~ "**Act**" means the Energy Companies Act 1992;

(b) ~~(b)~~ "**Balance Date**" means ~~the 31st day of 31~~ March or any other date from time to time adopted by the Company as at the end of the Financial Year ~~from time to time by the Company~~;

(c) ~~(c)~~ "**Bank**" means ~~the ANZ Banking Group (New Zealand) Limited, Bank of New Zealand, National Australia Bank (NZ) Limited, The National Bank of~~ a bank registered in New Zealand ~~Limited, Westpac Banking Corporation, any member of Trust Bank Group or any other bank listed in the register of registered banks referred to in section 69 of~~ under the Reserve Bank of New Zealand Act 1989;

~~(d)~~ "**Board**" means ~~the King Country Electric Power Board constituted by section 10 of the Electric Power Boards Act 1925;~~

(d) ~~(e)~~ "**Company**" means King Country Energy Limited, and includes any successor company;

(e) ~~(f)~~ **"Consumers"** means persons, who at any appropriate date designated by the Trustees from time to time, are named in the records of the Lines Company as persons ~~whose premises are who own and/or use an electrical installation~~ connected to the Lines Company's lines network within the District; and who are liable for payment of any amounts for the supply of line function services to the person, unless any such person who qualifies as a Consumer in accordance with this definition advises the Lines Company or the Trustees irrevocably in writing that he, she or it does not wish to be a Consumer for the purposes of this ~~deed~~Deed;

(f) ~~(g)~~ **"this - Deed"** means this ~~deed~~Deed and includes the ~~schedule~~schedules and any amendments;

(g) **"Default Beneficiaries"** means, at the Termination Date or the Determination Date (as applicable in the circumstances), the Electors;

(h) **"Determination Date"** means the earlier of:

(i) 1 January 2117, being 12 months prior to the Termination Date; and

(ii) such other date designated by the Trustees as the appropriate date for a determination under this Deed;

(i) ~~(h)~~ **"Distribution Plan"** means a plan for the distribution of all or part of the Review Shares Trust Fund prepared by the Trustees in accordance with ~~Clause 4~~clause 4.6;

(j) ~~(i)~~ **"District"** means ~~the extent of~~ the area over which the ~~Board~~former King Country Electric Power Board (as constituted by section 10 of the Electric Power Boards Act 1925) was authorised to supply electricity ~~pursuant to~~under the licence granted to ~~the Board~~that board under section 20 of the Electricity Act 1968, or such other area the Trustees determine at their sole discretion;

(k) ~~(j)~~ **"Dividends"** means, in relation to the Company, any distributions paid in cash by the Company to the Trustees as holders ~~under this Deed of~~of the Shares in the Company;

~~(k)~~ **"Electors"** means ~~at the first anniversary of the Termination Date, or at any earlier appropriate date designated from time to time by the Trustees, any person:~~

(l) **"Effective Date"** means the date on which the Trustees resolve to adopt this Deed in accordance with clause 14 of the Prior Trust Deed;

(m) **"Elector"** means, at the relevant time, any person;

- (i) ~~(i)~~ whose name appears on a roll of the electors of a Local Authority the whole or any part of whose district is situated within the District; and
- (ii) ~~(ii)~~ whose electoral address is within the District; (with the "electoral address" being the qualifying address for a residential elector or the address in respect of which a ratepayer elector is enrolled or nominated);
- (n) ~~(n)~~ **"Financial Year"** means any year or other accounting period ending on a Balance Date;
- (o) ~~(m)~~ **"Guidelines"** means any document issued by the Trust from time to time which describes the Consumers' rights of access to information from the Trust;
- (p) ~~(n)~~ **"Lines Company"** means The Lines Company Limited, and includes any successor company;
- ~~(o) "Lines Shares" means shares of the Lines Company;~~
- (q) ~~(p)~~ **"Local Authority"** means a territorial authority within the meaning of the Local Government Act ~~1974~~2002;
- (r) **"Local Charitable Entity"** means a company, society, trust or other entity:
- (i) established and maintained exclusively for purposes that are charitable in accordance with New Zealand law, and not for private profit; and
- (ii) whose activities may provide a benefit in the District;
- (s) ~~(q)~~ **"Other Shares"** means shares in any company other than the Shares of the Company, ~~and includes, for the avoidance of doubt, the Lines Shares;~~
- (t) **"Ownership Review"** has the meaning given to it in clause 4.1;
- (u) **"Prior Trust Deed"** means the 1993 Deed as amended on 19 October 2011;
- (v) ~~(r)~~ **"Public Consultative Procedure"** means the procedure for consultation set out in Schedule ~~24~~;
- (w) ~~(s)~~ **"Review Shares"** means the ~~Shares and/or the Lines Shares, as the case may be;~~ ~~(t)~~ **"Shares"** means shares of the Company held by the Trustees under this Deed;

(x) "Special Ownership Review" has the meaning given to it in clause 4.11;

(y) "Special Resolution" means a resolution passed by six out of seven of the Trustees (or by all but one of the Trustees then in office), for the time being entitled to vote on the matter;

(z) ~~(u)~~ "Termination Date" means the earlier of ~~1 January 2072 and~~;

(i) 1 January 2118, being six months prior to the Trust Expiry Date; and

(ii) the date upon which that the trust Trust is wound up in accordance with ~~Clause 15~~ clause 14;

(aa) ~~(v)~~ "the Trust" means the ~~electric power~~ trust established by ~~this the~~ 1993 Deed, as subsequently amended;

(bb) "Trust Expiry Date" means the date of expiry of the period of 125 years from the date of execution of the 1993 Deed, being 17 June 2118, or any later date permitted by law at any time for the purposes of setting the maximum duration of a trust;

(cc) ~~(w)~~ "the Trustees" means the trustees for the time being of the Trust;

(dd) ~~(x)~~ "Trust Fund" means all the funds of the Trust described as "the Trust Fund" in ~~Clause 6~~ clause 2.2, and includes all capital and income for the time being held by the Trustees of the Trust;

~~(y)~~ "Trustee Act" means the ~~Trustee Act 1956;~~

~~(z)~~ "Vesting Date" means the date upon which the Governor-General by Order in Council under section 47 of the Act vests the undertaking of the Board in the Company and the Shares in the Company in the Trustees.

(ee) "Trusts Act" means the Trusts Act 2019;

(ff) "Working Day" means any day excluding Saturdays, Sundays and statutory public holidays in New Zealand and the District; and

(gg) "1993 Deed" means the Deed dated 18 June 1993.

1.2 ~~1.2~~ Construction Interpretation: In this Deed, unless the context otherwise requires:

(a) Defined Expressions: expressions defined in the main body of this Deed have the defined meaning throughout this Deed, including the background;

~~(b)~~ ~~(a)~~ **Gender:** references to one gender include ~~each~~ the other ~~gender~~ genders;

~~(c)~~ **Headings:** section, clause and other headings are for ease of reference only and will not form any part of the context or affect this Deed's interpretation;

~~(d)~~ **Parties:** references to parties are references to parties to this Deed;

~~(e)~~ **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

~~(f)~~ ~~(b)~~ **Plural and Singular:** references to the singular include the plural and vice versa;

~~(c)~~ ~~the headings and the index shall not affect the construction of the Deed;~~

~~(g)~~ ~~(d)~~ **Clauses/Schedules:** ~~references to clauses are references to Clauses of the Deed and references to Schedules are references to schedules to this Deed;~~ and schedules are references to clauses in, and schedules to this Deed. Each such schedule forms part of this Deed;

~~(h)~~ **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;

~~(e)~~ ~~references to a statute include references to regulations, orders or notices made under or pursuant to such statute. References to any statute, regulation, order or other statutory instrument or by-law shall be deemed to be references to the statute, regulation, order, instrument or by-law as from time to time amended and includes substituted provisions that substantially correspond to those referred to;~~

~~(i)~~ **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

~~(j)~~ **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words "without limitation"; and

~~(k)~~ ~~(f)~~ **Definitions in Act:** words, terms or expressions which are defined in the Act but are not defined in this Deed ~~shall~~ will have the meaning attributed to them in the Act.

~~1.3~~ 1.3 ~~Perpetuity Period~~ Trust Expiry Date: For the purposes of the ~~Perpetuities Act 1964 the perpetuity period~~ Trusts Act, the maximum duration of the Trust applicable to this Deed ~~shall be~~ is the period that begins from the date of execution hereof ~~until the first anniversary of the Termination~~ the 1993 Deed and ends on the Trust Expiry Date.

~~2.~~ 2. ~~NAME AND DECLARATION OF TRUST~~

~~The Company hereby declares and directs and the Trustees declare and acknowledge as follows:~~

~~2.1~~ 2.1 ~~The trust established by this Deed as an electric power trust shall be known as the King Country Electric Power Trust~~ Name: The name of the Trust is the KING COUNTRY TRUST. The name of the Trust may be changed ~~from time to time by resolution of the Trustees that has received unanimous affirmative vote of all of the Trustees.~~ by Special Resolution of the Trustees.

~~2.2~~ 2.2 ~~Fund Held on Trust: The Trust Fund consists of:~~

~~The sum of \$100.00 paid by the Company contemporaneously with execution of this Deed and all other monies or property of whatever kind hereafter paid, given, or transferred to or purchased or acquired by (or agreed to be transferred to or purchased or acquired by) the Trustees shall be held upon the Trust hereby declared and any accumulations of income therefrom and all monies, investments and property of whatever kind from time to time representing the same shall be held upon the Trust and for the purposes and with the powers, authorities and discretions hereinafter appearing.~~

~~(a)~~ (a) ~~Assets: the assets for the time being held for the purposes of the Trust, including, at the date of this Deed, the Shares;~~

~~(b)~~ (b) ~~Income: income of the Trust from any source and any donations, bequests or other gifts, funds, investments, policies, money or property received for the Trust by way of addition or accretion or otherwise; and~~

~~(c)~~ (c) ~~Other: any other property of any nature coming in to the hands of the Trustees for the purposes of the Trust,~~

~~(together the Trust Fund).~~

~~2.3~~ 2.3 ~~Control of the Trust Fund: The Trust Fund must be held on trust by or on behalf of the Trustees for the purposes of the Trust and must be administered by the Trustees in accordance with this Deed.~~

~~3.~~ 3. ~~OBJECTS~~

This Trust has been established to enable the Trustees:

~~3.1 On Vesting Date, to receive Shares in the Company vested in the Trustees by Order in Council made in accordance with section 47 of the Act.~~

3.1 **Receive the Shares:** to receive the Shares when the Trust was established;

~~3.2 3.2 If the Trustees so elect to subscribe for, purchase or otherwise **Additional Shares in Company:** to acquire additional Shares in the capital of the Company, at their discretion;~~

3.3 **Retain or Dispose of Shares in Company:** to retain the Shares until there is a decision to dispose of all or any of the Shares under clause 4, clause 9.9 or any other power of the Trustees;

~~3.3 To retain and hold such Shares until such time as following an ownership review held in accordance with Clause 4, or in accordance with clause 9.9, the Shares or a portion of them are sold, transferred or disposed of.~~

~~3.4 3.4 In the event of any sale, transfer or other disposition of such Shares **Hold Proceeds of Sale:** to hold the proceeds of any sale, transfer or other disposition of such of Shares upon in the trust for capital **Trust Fund** in accordance with ~~Clause~~ clause 6.1;~~

~~3.5 3.5 **To Dividends:** to receive the Dividends and any other income and to distribute, pay, apply or appropriate the Dividends or retain such income to or for the benefit of the Consumers in ~~the manner provided in Clause 5 of this Deed.~~ accordance with clause 5;~~

~~3.6 3.6 **Following Apply Capital on Termination:** following the Determination Date and prior to the Termination Date to pay, apply and appropriate to retain for the time being or distribute the capital of the Trust in ~~the manner provided in Clause 6.2.~~ accordance with clause 6.2;~~

~~3.7 3.7 **To Facilitate Company Objectives:** to the extent that it is consistent with the Trustees' holding of the Shares, to encourage and facilitate the Company in meeting its objective of being a successful business by optimising the Company's return on its assets, and to distribute to the Consumers in their capacity as owners, the benefits of ownership of the Shares ~~and the Lines Shares;~~~~

~~3.8 3.8 **To Best Interests of the Beneficiaries:** to take any action which, in the opinion of the Trustees, is ~~necessary or desirable to protect, maintain, or promote, the~~ in best interests of the Consumers ~~until the Determination Date and the Default Beneficiaries from the Determination Date;~~ and~~

~~3.9 3.9 **To Make other investments:** to purchase and/or hold ~~Other Shares until such time as the~~ and/or dispose of Other Shares ~~or a portion of them are sold, transferred or disposed of~~ and investments.~~

4. REVIEW OF TRUST FUND

4.1 ~~4.1~~ **Review:** Within 36 months of the date of ~~this Deed~~ the 1993 Deed, and when otherwise required under clause 4.10 or clause 4.11, the Trustees ~~shall~~ must prepare a report considering proposals and available options for the future ownership of the Trust Fund (Ownership Review Shares). ~~Such report shall~~.

4.2 **Ownership Review Requirements:** The Ownership Review must contain the following detail:

(a) ~~(a)~~ **Performance Analysis:** an analysis of the performance of the ~~trust~~ Trust to the date of the ~~report~~ Ownership Review, together with a discussion of the advantages and disadvantages of trust ownership of all or part of the Trust Fund;

(b) ~~(b)~~ **Ownership Analysis:** an analysis of the various ownership options considered including ~~without limitation, a Review Share distribution to Consumers or Electors, a sale of Review Shares to the public, a sale of Review Shares~~;

(i) **Distribution:** a distribution of all or part of the Trust Fund (or proceeds of sale) to the Consumers or Default Beneficiaries;

(ii) **Sale to Public:** a sale of all or part of the Trust Fund to the public;

(iii) **Sale to Institutional Investors:** a sale of all or part of the Trust Fund to institutional investors ~~and retention by the Trust;~~ and

(iv) **Retention:** retention of all or part of the Trust Fund by the Trust;

(c) ~~(c)~~ **Comparison:** a comparison of the performance by the Company with the performance of other similar energy companies covered by the Energy Companies Act 1992 and subsequent legislation. ~~(if Shares are held);~~ (if Shares are held);

(d) ~~(d)~~ **Conclusions:** the conclusions of the Trustees as to the most appropriate form of ownership together with an indication of whether the conclusions are unanimous ~~and if~~. If the decision is not unanimous, a summary of the conclusions of the dissenting Trustees ~~shall~~ must be included;

(e) ~~(e)~~ **Distribution Plan:** the matters contained in ~~Clause 4.5~~ clause 4.7, if a distribution of Review Shares all or part of the Trust Fund is recommended;

(f) ~~(f)~~ **Summary of Professional Advice:** a summary of the professional advice ~~(if any)~~ obtained in respect of the preparation of the ~~report~~ Ownership Review; and

(g) ~~(g)~~ **Public Views:** a statement as to whether or not the Trustees have had regard to any views expressed by the public with respect to ownership.

4.3 ~~4.2~~ **Public Consultative Procedure:** The Trustees ~~shall~~ must in respect of the ~~report~~ Ownership Review, and no later than ~~1~~ one month after the date of the ~~report~~ Ownership Review, implement the Public Consultative Procedure.

4.4 ~~4.3~~ **Completion of Public Consultative Procedure:** Following completion of the Public Consultative Procedure, and in any event not later than ~~6~~ six months after the ~~report required by Clause 4.1~~ Ownership Review is complete, the Trustees ~~shall~~ must, taking due account of the views expressed, decide whether to:

(a) ~~(a)~~ **Retention:** retain ~~the Review Shares in all of~~ the Trust; ~~or (b) dispose of a portion of the Review Shares and retain the remainder~~ Fund in the Trust; ~~or~~

(b) **Partial Retention:** dispose of part of the Trust Fund; or

(c) ~~(c)~~ **Disposal:** dispose of all of the ~~Review Shares~~ Trust Fund.

4.5 ~~4.4~~ **Notification of Retention:** If all or part of the ~~Trust Fund is~~ to be retained by the Trust, the Trustees ~~shall~~ must notify the public in accordance with ~~Clause 13~~ clause 12.

4.6 ~~4.5~~ **Distribution Plan:** If all or part of the Trust Fund is to be distributed, the Trustees ~~shall~~ must also prepare a distribution plan (Distribution Plan).

4.7 **Distribution Plan** ~~which shall~~ **Requirements:** The Distribution Plan must contain the following details:

(a) ~~(a) to whom the Review Shares are to~~ **Recipients:** who all or part of the Trust Fund will be distributed to; and

(b) ~~(b)~~ **Time Frame:** the time and manner in which ~~the Review Shares are all or part of the Trust Fund is~~ to be distributed; ~~and (c) whether the Review Shares are to be distributed to consumers without consideration, at a concessionary consideration to consumers or for proper consideration.~~

4.8 ~~4.6~~ **Notification of Distribution Plan:** The Distribution Plan ~~shall~~ must be notified to the public in accordance with ~~Clause 13 and following~~ clause 12.

Following notification, the Trustees ~~shall~~will be obliged to comply with the requirements of and ensure that the Distribution Plan is implemented unless the Trustees are unable to do so as a result of matters beyond the reasonable control of the Trustees.

4.9 Update the Investment Policy: The Trustees must review the Trust's investment policy statement in conjunction with the Ownership Review and may do so more frequently, and update it within a reasonable time of the completion of the applicable processes in clauses 4.1 to 4.8, if appropriate.

~~4.7~~4.10 ~~If following the initial review provided for in this Clause 4 any or all of the Review Shares are retained by the Trustees, the Trustees shall thereafter~~ Ongoing Review: The Trustees must carry out a review in accordance with ~~Clause~~clause 4 at no more than five ~~yearly~~year intervals until the ~~Termination Date so that the first such review commences~~Determination Date, with the second review commencing five years after the completion of the first review.

4.11 Special Review: The Trustees may requisition a special review of the ownership of all or part of the Trust Fund at any time that they consider that such a review is warranted (Special Ownership Review). If a Special Ownership Review is requisitioned under this clause, the Trustees shall carry out the review in accordance with the processes in clauses 4.1 to 4.8.

5. ~~5.~~ 5. TRUSTS OF INCOME UNTIL DISTRIBUTION DATE

~~The Trustees shall stand possessed of the income arising from the Trust Fund upon the following trusts and with and subject to the following powers:~~

~~5.1~~5.1 ~~The Trustees shall from the net annual income derived by the Trust Fund first pay~~ The Trustees have the following powers in relation to the income of the Trust Fund, and will hold the income of the Trust Fund on the terms of this clause 5, after payment of the cost of administering the Trust ~~including remuneration and allowances payable to Trustees as hereinafter provided and costs incurred in pursuance of their duties.~~under the schedules:

5.1 Pay or Apply: the Trustees may, subject to clause 5.2, pay or apply the income for the benefit of all of the Consumers or any of the Consumers to the exclusion of the others or other of them in any way and in any shares which the Trustees in their discretion consider proper, including through making a donation or grant (with or without conditions) to a Local Charitable Entity selected by the Trustees from time to time;

~~5.2~~ ~~The Trustees may subject to Clause 5.3 pay, apply or appropriate the whole or any part of the current net annual income derived by or credited to the Trust Fund in any Financial Year to or for or otherwise howsoever for the benefit of the Consumers or such one or more of them to the exclusion of the others or other of them in such manner and in such shares and proportions as the Trustees in their absolute and unfettered discretion shall consider proper.~~

~~5.2~~ ~~5.3~~ ~~The Trustees shall be authorised to retain any Dividend received~~ Retain Dividends: the Trustees may retain any Dividends and any other income received, for such period as they consider to be proper prior to payment, ~~or application or appropriation~~ in accordance with ~~Clause 5.2: clause~~ 5.1;

~~5.3~~ ~~5.4~~ ~~All~~ No Obligations After Payment of Income: all the Consumers to whom any income is paid, ~~or applied or appropriated~~ by the Trustees pursuant to the provisions of ~~Clause 5.2~~ under clause 5.1, will, ~~shall as~~ from the date of such payment, ~~or application or appropriation~~, take an absolute and indefeasibly vested interest in ~~such the~~ income and ~~as from such date~~ the Trustees ~~shall~~ will have no further obligations with respect to ~~the application of such income. that income.~~

~~5.4~~ ~~5.5~~ ~~The foregoing provisions as to vesting of income shall~~ No Effect on Capital: clauses 5.1 to 5.3 (inclusive) will not operate to vest any part of the ~~corpus capital~~ of the Trust Fund in any of the Consumers.;

~~5.5~~ Accumulation: subject to clauses 5.1 to 5.3 (inclusive), any income not paid or applied under clause 5.1 in any Financial Year, will be accumulated and:

~~5.6~~ Subject to the foregoing, ~~so far as any part or parts of the income derived by or credited to or to be derived by or credited to the Trust Fund in any Financial Year is not paid, applied or appropriated to the Consumers pursuant to Clause 5.2 of this Deed, the same shall be accumulated by investing the same so that all such accumulations shall be held by the Trustees upon the same trusts and with the powers herein declared in respect of the income from the Trust Fund and so that the Trustees may at any time or times resort thereto and pay, apply or appropriate the whole or any part thereof as if it were income of the Trust Fund to or for the benefit of the Consumers.~~

(a) Added to Capital: added to and form part of the capital of the Trust Fund; and

(b) Subject to Terms of Trust: be held subject to the terms of this Deed in respect of the capital of the Trust Fund;

~~5.6~~ ~~5.7~~ ~~Each Trustee in its~~ Trustee as Consumer: each Trustee in their capacity as a Consumer ~~shall not withstanding the provisions will, notwithstanding any other provision~~ of this Deed or any applicable rule of law or equity, be entitled to receive any benefits as a Consumer which may be distributed to the Consumers in accordance with this Deed.;

~~5.7~~ ~~5.8~~ ~~All~~ Unclaimed Payments: all payments made to Consumers unclaimed for one year having been sent to any Consumer may be invested or ~~otherwise~~ made use of by the Trustees for the benefit of the Trust Fund ~~and the~~. The Trustees ~~shall~~ will be entitled to.;

(a) Mingle: mingle the amounts of any unclaimed payment with other ~~moneys~~ money forming part of the Trust Fund.;

~~(a)(b)~~ to Credit: credit any income arising in any Financial Year from the investment of such unclaimed payments to the Trust Fund; and

5.8 Unclaimed Benefits: the Trustees must exercise reasonable diligence in tracing the Consumers entitled to payments, but in the event of the Trustees being unsuccessful, any moneys payable which are not claimed within six years after the date on which they become due, will revert to the Trust Fund.

6. TRUSTS OF CAPITAL

6.1 Prior to Termination Date: The capital of the Trust Fund will:

~~(a) 6.1 Trusts prior to Termination Date: The Shares in the Company and Other Shares or the proceeds of sale or other disposition of such shares shall~~ Benefit of Consumers: be held by the Trustees upon trust to pay, ~~or~~ apply ~~or allocate the same~~ the capital of the Trust Fund, on or before the Termination Date, ~~for the benefit of the Consumers, or;~~ or

~~(b) Benefit of Company:~~ to the extent that the ~~shares~~ Shares or the Other Shares are sold in order to raise funds for the Company, for the benefit of the Company ~~in such manner and in such shares as the Trustees in their absolute and unfettered discretion consider fair and equitable,~~ in any way and in any shares which the Trustees consider proper in their discretion.

~~6.2 Trusts from and after Termination Date: From and after the Termination Date the Trustees shall stand possessed of the corpus of the Trust Funds and the income thereof and any income previously derived by the Trustees that has not been paid, applied or appropriated in accordance with Clause 6.1 of this Deed, upon trust to pay, apply or appropriate the same to or for or otherwise howsoever for the benefit of the Consumers in such manner and in such shares as the Trustees shall in their absolute and unfettered discretion consider fair and equitable provided however that if the Trustees have not so paid, applied or appropriated any or all of such Trust Fund and income on the day before the first anniversary of the Termination Date the amount so remaining shall be paid in equal shares to Electors as at the first anniversary of~~ Termination Date: From and after the Determination Date and prior to the Termination Date, the Trustees will hold the capital and the income of the Trust Fund on trust to pay or apply for the benefit of the Consumers in any way and in any shares which the Trustees consider proper in their discretion, provided that if the Trustees have not so paid or applied any or all of the Trust Fund on the day before the Termination Date, the amount remaining will be paid in equal shares to the Default Beneficiaries as at the Termination Date.

7. ~~7.~~ **APPOINTMENT TERM OF OFFICE, RETIREMENT REMUNERATION AND PROCEEDINGS OF TRUSTEES**

7.1 **Schedule 1:** The rules set out in Schedule 1 govern the terms of office of the Trustees (including the appointment and election and cessation of office of the Trustees).

7.2 **Schedule 2:** The rules set out in Schedule 2 govern the remuneration and expenses of the Trustees.

7.3 ~~The Rules set forth in the Schedule hereto (with such amendments, deletions and additions thereto as may lawfully be made in manner therein appearing) shall upon the execution of this Deed govern the appointment, retirement~~
Schedule 3: The rules set out in Schedule 3 govern the meetings and proceedings of the Trustees and associated matters.

8. ~~8.~~ **GENERAL POWERS**

8.1 **General Powers:** The Trustees may exercise all the powers, ~~authorities,~~ and discretions conferred by this Deed in addition to — and not ~~by way of limitation of in any way limited or restricted by~~ the powers, authorities and discretions conferred ~~upon~~ on the Trustees generally by the ~~Trustee Trusts~~ Act (except where otherwise specified in this Deed). ~~In exercising the powers conferred by this clause and Clause 9 the Trustees shall be restricted to exercising their rights as a shareholder subject always to the provisions of this Deed and in particular Clause 4.~~

9. ~~9.~~ **SPECIFIC POWERS**

~~The~~ Without limiting clause 8, the Trustees ~~shall will~~ have and may exercise ~~—~~ either alone or together with any other person or persons — the following ~~powers, authorities and discretions~~ specific powers in relation to the Trust:

9.1 ~~9.1~~ **To Appoint Directors:** ~~To to~~ appoint directors of the Company in the manner provided by the ~~Articles of Association Constitution~~ of the Company:

9.2 ~~9.2~~ **To Appoint Secretary:** ~~To to~~ appoint and pay any person, who is not a Trustee, as secretary of the Trust and to remove such person and appoint replacement secretaries as they think fit:

9.3 ~~9.3~~ **To Employ:** ~~To subject to sections 67 to 73 of the Trusts Act, to~~ employ and pay any person, firm, company or corporation to do any act ~~of whatever nature~~ relating to the Trust — including the receipt and payment of money without being liable for loss incurred ~~thereby:~~

9.4 ~~9.4~~ **To Appoint Custodian Trustee:** ~~To to~~ exercise the powers conferred by section ~~50 67~~ of the Trustee Trusts Act to appoint any corporation to be a custodian trustee of the Trust Fund:

9.5 ~~9.5~~ **To Invest:** ~~To~~ to invest or reinvest, in any form of investment authorised by this Deed or by law, all or any part of the Trust Fund, whether income or capital, not immediately required for the purposes of the Trust.;

9.6 ~~9.6~~ **Bank Accounts:** ~~To~~ to open an account or accounts at any time ~~or times~~ in the name of the Trust at any Bank (and to overdraw any such account with or without giving any security) ~~and in addition to the powers conferred by section 81 of the Trustee Act to make arrangements with any Bank for the Trustees or any two or more of the Trustees or any two other persons named in writing by all of the Trustees to operate upon any account from time to time opened or subsisting at that Bank.~~ Cheques, withdrawals and authorities must be signed or endorsed, as the case may be, by any person or persons (including in all instances at least one Trustee) who the Trustees from time to time authorise in writing;

9.7 **Capital, Income and Blended Funds:** to:

(a) ~~9.7~~ **Capital Income and Blended Funds:** ~~To~~ Income or Capital: determine whether any money for the purposes of this Deed is to be considered as income or capital ~~and~~;

(b) **Expenses:** determine what expenses ~~ought to~~ should be paid out of income and capital respectively ~~and also to apportion payments;~~ and

(c) **Apportion:** apportion payments.

and every such determination or apportionment ~~shall~~ will be final and binding on all persons beneficially interested in the Trust Fund and income ~~thereof.~~ of the Trust;

9.8 ~~9.8~~ **Shareholders powers** Powers: ~~Subject~~ subject to the provisions of this Deed, to exercise ~~as the Trustees in their absolute discretion think fit~~ all the voting powers attaching to any Shares ~~in the Company~~ and Other Shares forming part of the Trust Fund.;

9.9 ~~9.9~~ **Reorganisation, reconstruction** Reconstruction, merger etc ~~Merger:~~ To to consider any recommendations made by the ~~Directors~~ directors of the Company on any proposal relating to ~~any reconstruction or amalgamation or merger of the Company or any modification of the rights of shareholders or any reduction or subject to Clause 9.10 other dealing with such Shares;~~

(a) **Reorganisation:** any reconstruction, amalgamation or merger of the Company; or

(b) **Modification to Rights:** any modification or reduction of the rights of the Trustees as shareholders; or

(c) **Other Dealings:** subject to clause 9.10, other dealings with the Shares.

and after giving due consideration to the recommendations of the ~~Directors~~ directors of the Company, to make a decision in respect of any such proposal as the Trustees may consider ~~shall~~will be for the benefit of or in the interests of the Trust Fund~~;~~

9.10 ~~9.10~~**Increase in Capital:** ~~To~~to consider any recommendations made by the directors of the Company on any proposal to increase the capital of the Company~~;~~

9.11 ~~9.11~~**Determining Questions:** ~~To~~to determine all questions and matters of doubt which may arise in the course of the Trusteeship of this Trust~~;~~

9.12 ~~9.12~~**Property:** ~~To~~to acquire, sell, call in or convert any real or personal property in such manner and subject to such terms and conditions as the Trustees think fit~~;~~

9.13 ~~9.13~~**Maintain Property:** ~~To~~to maintain, manage, repair, improve and develop any real or personal property which, or an interest in, forms part of the Trust Fund in such manner as the Trustees think fit~~;~~

9.14 ~~9.14~~**To Borrow:** ~~To~~to borrow moneys on such terms and on such conditions and for such purpose as the Trustees think fit~~;~~

9.15 ~~9.15~~**Appoint Delegate/Attorney:** ~~At~~subject to sections 67 to 73 of the Trusts Act, at any time and for any period~~;~~ to appoint another person as a delegate or an attorney of all or any of the Trustees~~;~~ anywhere in the world for all or any of the purposes of the Trust;

9.16 **Advice of Counsel:** to take and act upon the opinion of any solicitor or barrister of the High Court of New Zealand of not less than seven (7) years' standing (Advice). This Advice may be in relation to the interpretation of this Deed, any other document or any statute, as to the administration of the Trust, without being liable to any person who may claim to be beneficially interested in respect of any act done in accordance with the Advice. Nothing in this clause prohibits the Trustees from applying to the Court should the Trustees think fit; and

9.17 ~~9.16~~**General:** ~~To do such~~ to do any other acts and things as the Trustees may in their absolute discretion consider incidental or conclusive to the attainment of the general purpose of the Trust.

10. ~~10.POWERS OF INVESTMENT~~

~~10.1 The power to invest conferred to trustees by section 13A(1) of the Trustee Act is hereby excluded.~~

10.1 ~~10.2~~ **Investment Types:** The Trustees may invest all or any of the Trust Fund held by them under this Deed, ~~either alone or in common with any other person or persons,~~ in all or any of the following investments:

(a) ~~(a)~~ **Shares:** Shares or other equity securities or debt securities of the Company and Other Shares;

(b) ~~(b)~~ **Government Investment:** the stock, funds or other securities of the New Zealand Government;

(c) ~~(c)~~ **Bank Deposits:** interest bearing deposit accounts with any Bank; and

~~(b)~~ (d) ~~(d)~~ **Any Other:** any other investments the Trustees think proper or expedient,

in accordance with any statement of investment policy adopted by the Trustees from time to time.

10.2 ~~10.3~~ **Funds not Invested:** The Trustees may hold all or any part of the Trust Fund uninvested in accordance with ~~Clause 10.2~~ clause 10.1 for any period or periods for the purpose of:

(a) ~~(a)~~ **Sufficient Funds:** accumulating sufficient funds for the purposes of investment; or

(b) ~~(b)~~ **Debts:** holding sufficient funds to meet payments as they fall due.

10.3 **Exception: Despite:**

(a) **Trusts Act 2019:** the provisions of section 30 of the Trusts Act; and

(b) ~~10.4~~ ~~Notwithstanding the provisions of section 13C of the Trustee Act and~~ **Professional Trustees:** the likelihood that the Trustees will from time to time include persons whose profession, employment, or business is or includes acting as a trustee or investing money on behalf of others, ~~it is hereby declared that~~

the care, diligence and skill to be exercised by the Trustees in exercising any power of investment ~~shall will~~ not be that required ~~of such persons by the said by~~ section ~~13C~~ 30 of the Trusts Act but ~~shall will~~ at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

10.4 ~~10.5~~ **No Diversification:** Notwithstanding anything in this Deed, no Trustee ~~shall will~~ be liable for any breach of trust in respect of any duty to exercise the care, diligence and skill;

(a) Prudent Person of Business: that a prudent person of business would exercise in managing the affairs of others ~~or; or~~

(b) Professional Trustee: that a prudent person engaged in a profession, employment or business that is or includes acting as a trustee or investing money on behalf of others would exercise in managing the affairs of others.

merely ~~(in either case)~~ because the investments of the Trust Fund are not diversified.

11. ADVICE OF COUNSEL

~~Without derogating from the generality of the foregoing powers, the Trustees are hereby further empowered to take and act upon the opinion of any barrister of the High Court of New Zealand of not less than seven years' standing whether in relation to the interpretation of this Deed or any other document or any statute, as to the administration of the trust declared and authorised by this Deed or by any other document without being liable to any person who may claim to be in any way beneficially interested in respect of any act done in accordance with such opinion provided that nothing in this clause shall prohibit the Trustees from applying to the Court should the Trustees think fit.~~

12. DUTIES OF TRUSTEES

The Trustees shall:

11. TRUSTEE OBLIGATIONS

The Trustees:

11.1 ~~12.1 subject to clause 8,~~ Act as a Diligent Shareholder: must act as a diligent shareholder of the Company and in particular, monitor the performance of the directors of the Company and exercise the rights of shareholders for the benefit of the Trust Fund and with due regard to the objective of the Company to be a successful business, while Shares are held;

11.2 ~~12.2~~ Accounts of Financial Transactions: must ensure that full and correct accounts of all financial transactions of the Trust and its assets and liabilities and funds are kept;

11.3 ~~12.3~~ Annual Meeting of Consumers: must, in each Financial Year, ~~the Trustees shall hold an annual meeting of Consumers at which the (Annual Meeting of Consumers shall).~~ At the Annual Meeting of Consumers:

(a) Auditor: the Consumers must appoint an auditor to hold office from the conclusion of that ~~meeting~~ Annual Meeting of Consumers until the conclusion of the next ~~annual meeting~~ Annual Meeting of Consumers. The auditor must:

(i) ~~(a)~~ be a person who is qualified to act as an auditor under Section 199(1) of the Companies Act 1993

Qualified: be a qualified auditor (within the meaning of section 35 of the Financial Reporting Act 2013) and, in selecting an auditor, the Consumers may seek the advice of the Auditor-General; and

~~(ii)~~ ~~(b)~~ Independent: not be a Trustee, director, employee, or agent of the Trust or of the Company or otherwise disqualified from being an auditor under section ~~199(2)(b)~~~~36(4)(b)~~ and (d) of the ~~Companies—Act~~ ~~1993~~Financial Reporting Act 2013;

~~(c)(b)~~ 12.4 Operation of Trust: the Trustees will report on the operation of the Trust during the previous Financial Year; and

(c) Financial Statements: the Trustees will report on the Financial Statements of the Trust for that Financial Year;

11.4 Procedures for Annual Meeting of Consumers:

(a) Notice of Annual Meeting of Consumers: must give no less than 14 days' notice of the Annual Meeting of Consumers in the news section of two separate editions of each a newspaper that is widely read by the Consumers of the holding of such a meeting;

(b) Votes: must ensure that each Consumer has one vote at the Annual Meeting of Consumers;

(c) Quorum: must ensure that the quorum for the Annual Meeting of Consumers is 20 Consumers;

(d) No Business Without Quorum: must ensure that no business may be transacted at the Annual Meeting of Consumers if a quorum is not present; and

(e) Permitted Guests: may permit guests to attend the Annual Meeting of Consumers, who will not have voting rights;

11.5 Financial Statements: must, within 4 months after the end of each Financial Year-;

(a) ~~(a)~~ Prepare Financial Statements: prepare financial statements in accordance with generally accepted accounting practice (within the meaning of section ~~3-8~~ of the Financial Reporting Act 1993, ~~applied as if the Trust were a reporting entity~~) ~~with respect to the affairs of~~ in relation to the Trust for that Financial Year. The names ~~and of~~ persons ~~as and~~ organisations ~~to whom that~~ distributions of income have been made to and the amounts ~~so~~ distributed ~~shall~~ must be recorded in the records held at the office of the Trust, ~~and~~;

~~(b)~~ (b) Audit: submit those financial statements to an auditor for audit;
~~and~~

~~(c)~~ (c) make available to the public in accordance with section 100 of the Electricity Industry Act 2010; Publication: make those audited financial statements and the ~~Auditors~~ auditor's report on those financial statements publically available in accordance with section 100 of the Electricity Industry Act 2010;

~~(d)~~ 12.5 (1) Availability to Public: make the documents referred to in clause ~~12.4(c)~~ 11.5(c) available to the ~~Public~~ public by making copies of them available:

~~(i)~~ (a) Trust's Office: for inspection at every office of the Trust (during ordinary office hours free of charge);

~~(ii)~~ (b) Available for Purchase: for purchase at a reasonable price; and

~~(iii)~~ Website: for inspection or download at no cost on the Trust's website; and

~~(e)~~ (2) Notification of Availability: notify the fact that ~~the~~ copies of the documents referred to in clause 11.5(c) are available (and where) by advertisement in the news section of two separate editions of each newspaper that is widely read by the Consumers;

~~12.6~~ within five months of the end of each Financial Year of the Trust, hold a public meeting in the district and at that meeting report on the operation of the Trust during the preceding Financial Year and on the Financial Statements of the Trust for that Financial Year. The Trustees shall give not less than 14 days notice in the news section of two separate editions of each newspaper that is widely read by Consumers of the holding of such a meeting;

~~11.6~~ 12.7 Copy of Deed: must make a copy of this Deed available to the public in accordance with clause ~~13~~ 12 and in accordance with the provisions of the Guidelines: and

~~11.7~~ Virtual Meeting: may hold any meeting of the Consumers in accordance with the virtual meeting requirements set out in rule 9.1 of Schedule 3, as if any reference to the Trustees was a reference to the Consumers.

~~12.~~ 13. INFORMATION TO THE PUBLIC

~~12.1~~ 13.1 Guidelines: The Trustees ~~shall~~ must comply with the ~~provisions of the Guidelines~~ established for the purpose of providing information to the Consumers.

12.2 ~~13.2~~ **Availability to the Public:** For the purpose of complying with any requirement under this Deed to make any document or information available to the public, it ~~shall~~ will be sufficient for the Trustees to make ~~such~~ the document or information available:

(a) Trust Office: for inspection at any office of the Trust ~~or any office of the Company or~~;

(b) Company Office: for inspection at any office of the Company;

~~(e)~~(c) Other Place in the District: for inspection at any other place in the District during normal business hours on any business day; or

(d) Website: on the Trust's website.

12.3 ~~13.3~~ **Notice of Availability:** The Trustees ~~shall~~, in a principal newspaper or newspapers circulating in the district, must give not less than three days' notice of the place at which, and the times when, ~~such~~ the documents or information may be inspected by the public, in a principal newspaper or newspapers circulating in the district and on the Trust's website.

12.4 Disclosure to Beneficiaries: The Trustees must consider at reasonable intervals whether they should be making the basic trust information (as that term is defined in the Trusts Act) available to each Consumer (or their representative), having considered the requirements and factors set out in sections 51 and 53 of the Trusts Act.

12.5 Request by Consumer: If the Trustees receive a request for trust information (as that term is defined in the Trusts Act) from a Consumer, the Trustees must consider the requirements and factors set out in sections 52 and 53 of the Trusts Act before deciding whether to accede to or refuse the request.

13. ~~14.~~ VARIATION TO TRUST DEED

13.1 ~~14.1~~ **Variations to Deed:** This Deed may be altered or amended ~~only by the unanimous resolution~~ by a Special Resolution of the Trustees in writing ~~provided however,~~ if in the opinion of the Trustees, taking such advice as the Trustees determine, the amendment is:

(a) of a minor, formal, administrative or technical nature (including amendments to the Schedules, which contain the administrative provisions of the Trust);

(b) to correct a manifest error, to cure any ambiguity or to correct or supplement any defective or inconsistent provision; or

(c) necessary or desirable to comply with the provisions of any law or the requirements of any statutory authority.

13.2 Variations to Deed requiring Public Consultative Procedure: Except as permitted under clause 13.1, this Deed may be altered or amended only by the Special Resolution of the Trustees in writing, provided that no amendment ~~shall~~under this clause will be effective unless it has been subject to the Public Consultative Procedure.

13.3 14.2Limitations to Variations: Notwithstanding clause ~~14.1~~13.1 and 13.2, no alteration or amendment may be made to this Deed that has the effect of limiting or restricting the obligations or powers of the Trustees under this Deed to:

(a) ~~(a)~~Review Proposals: review proposals and available options for the ownership of the ~~Review~~ Shares held by the ~~trustees~~Trustees, in accordance with ~~Clause 4~~clause 4; or

~~or~~

(b) ~~(b)~~Sale of Shares: sell, transfer or dispose of the ~~Review~~ Shares following an ~~ownership review~~Ownership Review held in accordance with ~~Clause 4~~clause 4.

14. 15.WINDING UP OF TRUST

14.1 Winding Up: If:

(a) No Assets: the Trust Fund has been fully distributed; or

(b) Resolution: a resolution to wind up the Trust has not been passed before the Determination Date.

(each a Trigger Event)

~~15.1~~If the Trust no longer holds any equity security or debt security issued by the Company or a resolution to wind up the trust has not been passed by 1 January 2072, the Trustees shall pass the ~~the Trustees must pass~~ resolutions requiring the ~~trust~~Trust to be wound up. If the resolutions have not been passed by 1 July 2072 or six months after the date upon which the Trust ceased to hold any debt or equity securities of the Company (whichever is the earlier) the provisions of Clause 15.2 shall ~~after a Trigger Event, by the Termination Date, the provisions of clause~~ 14.2 will apply as if the resolution had been passed.

14.2 15.2Surplus Property: On the winding up of the Trust, all surplus assets after the payment of all costs, debts and liabilities ~~shall~~must be paid, applied or appropriated to or for ~~or otherwise howsoever for~~ the benefit of the Consumers or ~~Electors~~Default Beneficiaries in accordance with ~~Clause~~clause 6.2.

15. ~~16.~~ INTERESTED TRUSTEES

~~16.1~~ The Trustees shall not be employed in the service of or hold any office in, become a director of, or otherwise be involved in the management of the Lines Company.

15.1 ~~16.2~~ **Disclosure:** A Trustee who in any way, whether directly or indirectly has a material interest in any contract or proposed contract or arrangement or dealing with the Trust (other than as a Consumer or as a member, officer, or employee of any firm, company or organisation that is a Consumer) shall must disclose the nature of that interest at a meeting of the Trustees and such disclosure shall must be recorded in the minutes of the meeting and noted in an interests register maintained for the Trust.

15.2 ~~16.3~~ **Interested Trustee:** A Trustee required to disclose an interest ~~by Clause 16.2 under clause~~ 15.1 may be counted in a quorum present at a meeting but shall must not vote in respect of the matter in which the Trustee is interested (and if the Trustee does ~~so,~~ the vote shall must not be counted) ~~provided that,~~ unless the interested Trustee ~~may be is~~ expressly permitted to vote by a unanimous vote of the other Trustees present ~~given after the disclosure of the interest.~~

15.3 ~~16.4~~ **Materiality of Interest:** If any question ~~shall arise arises~~ at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and ~~such the~~ question is not resolved by the Trustee voluntarily agreeing to abstain from voting, ~~such the~~ question shall must be referred to the ~~Chairperson chairperson~~ of the meeting and ~~his or her their~~ ruling in relation to ~~any such the interested~~ Trustee shall will be final and conclusive except in a case where the nature or extent of the interests of the Trustee concerned have not been fairly disclosed.

16. ~~17.~~ LIABILITY OF TRUSTEES

16.1 ~~17.1~~ **No trustee acting or purporting to act in the execution of the trusts of this Deed shall Liability for Loss:** No Trustee will be liable for any loss ~~not to the Trust Fund arising from any act or omission of the Trustee unless it is attributable to his or her that Trustee's own dishonesty, gross negligence or to the wilful commission or omission by him or her of an act where such commission or omission is of any act~~ known by ~~him or her that Trustee~~ to be a breach of trust ~~and in particular no.~~

16.2 **Proceedings:** No Trustee shall will be bound to take ~~or~~ be liable for failure to take ~~any~~ proceedings against ~~a co-any other Trustee or former~~ Trustee for any breach or alleged breach of trust committed by ~~such co-Trustee that other Trustee or former Trustee.~~

16.3 **Receipt of Money:** Subject to clauses 10.3 and 16.1, a Trustee will be chargeable only for any money which that Trustee has received. For the purposes of this clause, a Trustee is deemed to have received money even

if not actually paid to that Trustee if that money has been credited on account, reinvested, accumulated, capitalised, carried to any reserve, sinking or insurance fund, or otherwise dealt with on that Trustee's behalf.

~~17.2 Every Trustee shall be chargeable only for such moneys as he or she shall actually have received although he or she may have joined in any receipt for money received by any other of them and shall not be answerable for the acts of any other Trustee nor for any loss which may arise by reason of any trust funds being lawfully deposited in the hands of any banker, solicitor or agent or for the sufficiency or insufficiency or deficiency of any security upon which any trust money or any part thereof may be invested or for any loss in the execution of any trust unless the same shall happen through his or her neglect or default.~~

17. ~~18.~~ INDEMNITY

17.1 Indemnity: Each Trustee or former Trustee is entitled to be indemnified out of the Trust Fund against all actions, proceedings, claims, damages, losses, demands, calls, liabilities, costs (including legal costs) and expenses (together called liabilities) suffered or incurred by that Trustee or former Trustee in the carrying out or omission of any function, duty or power of the Trustees under this Deed, unless those liabilities (or any of them) are due to:

(a) Dishonesty: that Trustee's or former Trustee's own dishonesty; or

(a) Gross Negligence: that Trustee's or former Trustee's gross negligence; or

(b) Any Trustee, officer or employee of the Trust shall be indemnified out of the assets of the Trust for and in respect of any loss or liability which he or she may sustain or incur by reason of the carrying out or omission of any function, duty or power of the Trustees under this Deed and in respect of any expenses incurred by he or she in the management and administration of the Trust Fund unless such loss or liability is attributable to his or her dishonesty or to the wilful commission by him or her of an act known to him or her to be a breach of trust or to the wilful omission by him or her of any act when that omission is known by him or her Wilful Breach of Trust: that Trustee's or former Trustee's wilful commission or omission of any act known by that Trustee or former Trustee to be a breach of trust.

17.2 Insurance: The Trustees may obtain insurance for the benefit of the Trustees in relation to any liabilities covered by the indemnification provided under this clause 17 and meet the cost of such insurance out of the Trust Fund.

~~IN WITNESS WHEREOF THIS Deed has been executed the day and year first hereinbefore written.~~

SIGNED by _____)

as a Trustee in the presence of: _____)

_____)

as a Trustee in the presence of: _____)

_____)

as a Trustee in the presence of: _____)

_____)

as a Trustee in the presence of: _____)

_____)

as a Trustee in the presence of: _____)

THE COMMON SEAL of _____)

EXECUTED AND DELIVERED AS A DEED

SIGNED by ADRIAN PAUL DOYLE

as Trustee in the presence of:

Adrian Paul Doyle

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by **UWE KURT KROLL** as
Trustee in the presence of:

Uwe Kurt Kroll

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by **ROBERT WELSFORD
CARTER** as Trustee in the presence
of:

Robert Welsford Carter

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by **SANDRA ROSE
GREENSLADE** as Trustee in the
presence of:

Sandra Rose Greenslade

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by JOANNA MARY
BRANSGROVE as Trustee in the
presence of:

Joanna Mary Bransgrove

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

KING COUNTRY ~~ENERGY LIMITED~~ TRUST

was hereunto affixed _____)

in the presence of: _____)

Director

Director/Secretary

SCHEDULE 1

**~~KING COUNTRY ELECTRIC POWER TRUST~~
RULES GOVERNING THE ~~APPOINTMENT, RETIREMENT AND PROCEEDINGS~~
TERM OF OFFICE OF THE TRUSTEES (INCLUDING APPOINTMENT,
RETIREMENT AND ELECTIONS)**

1. ~~INTERPRETATION~~

~~These Rules are those referred to in Clause 7 of the Deed and accordingly:~~

- ~~1.1 Terms in these Rules to which are ascribed special meanings in the Deed have the meanings so ascribed to them, unless otherwise provided or the context otherwise requires.~~
- ~~1.2 These Rules shall be construed subject to the provisions of the Deed, and in the case of conflict between the provisions of these Rules and those of the Deed the provisions of the Deed shall prevail.~~

~~PART 1 - CONSTITUTION OF THE TRUSTEES~~

1. ~~2.~~ APPOINTMENT AND REMOVAL OF TRUSTEES

- ~~2.1 The first Trustees were the persons signing the Deed as Trustees. One of these Trustees retired from office on 1 April 1994, two more retired on 1 April 1995 while the remaining two retired on 1 April 1996. From 1996 elections shall be every two years. On 1 April 1998 the Trustees appointed on 1 April 1994 and 1 April 1995 shall retire from office and on 1 April 2000 the Trustees appointed on 1 April 1996 shall retire from office. On 1 April each second year after 2000 the Trustees to retire shall (in addition to any under Rule 2.2) be those who have been~~

~~longest in office since the last election (it being acknowledged that prior terms in office are not relevant). Accordingly each second year the number of Trustees to retire under this Rule shall alternate between three (as in 1998) and two (as in 2000).~~

1.1 **Number of Trustees:** The number of Trustees will be a minimum of five and a maximum of seven, of whom five are elected Trustees and two may be Additional Trustees.

1.2 **Increase to Minimum Number:** The Trustees may continue to act notwithstanding any vacancy, however if the number of elected Trustees is reduced below five, the remaining Trustees may appoint some other eligible person to be a Trustee for the balance of the term of office of the Trustee being replaced, and for the avoidance of doubt, that appointee will be considered to be an elected Trustee.

1.3 **Additional Trustee Appointments:** The Trustees may appoint up to two additional Trustees (**Additional Trustees**) from time to time, for a term of up to four years in accordance with rule 1.4, and on terms and conditions determined by the Trustees.

1.4 **Skills Based Approach to Additional Trustee Selection:** The Trustees will develop a skills matrix that will inform the appointment of Additional Trustees through a best practice recruitment process and the Trustees will appoint persons for the role of Additional Trustee, whose skills and experience complement the work of the Trust and take into account the skills of existing Trustees.

1.5 ~~2.2 The Trustees shall~~ **Representative Trustees:** The Trustees will endeavour to ensure that at any time the elected Trustees comprise the following:

(a) ~~(a)~~ **Turangī Area:** at least one Trustee is elected from the Turangi area (being that part of the area currently covered by the Taupo District Council which falls within the District);

(b) ~~(b)~~ **Taumarunui Area:** at least one Trustee is elected from the Taumarunui area (being that part of the area currently covered by the Ruapehu District Council which falls within the District and lies north of a line passing through the point where the **Maungaturuturu Mangaturuturu** River crosses State Highway 4 to the top of Mt Ruapehu); and

(c) ~~(c)~~ **Ohakune Area:** at least one Trustee is elected from the Ohakune area (being that part of the area currently covered by the Ruapehu District Council which falls within the District and lies south of a line passing through the point where the **Maungaturuturu Mangaturuturu** River crosses State Highway 4 to the top of Mt. Ruapehu). ~~In order to give effect to this objective, elections for trustees~~

±

(together the **Representative Areas**).

1.6 Initial Trustees: The first Trustees were the persons who signed the 1993 Deed as Trustees. One of these Trustees retired from office on 1 April 1994, two more retired on 1 April 1995, while the remaining two retired on 1 April 1996. From 1 April 1996, elections must be every two years. On 1 April 1998, the Trustees appointed on 1 April 1994 and 1 April 1995 retired from office and on 1 April 2000 the Trustees appointed on 1 April 1996 retired from office.

1.7 Frequency of Elections: On 1 April each second year after 2000, the elected Trustees to retire must (in addition to any under rule 2.2) be those who have been longest in office since the last election (it being acknowledged that prior terms in office are not relevant). Accordingly, each second year the number of elected Trustees to retire under this rule will alternate between three (as in 1998) and two (as in 2000).

1.8 Eligibility of Trustees: The following persons may not hold office as a Trustee:

(a) **Bankruptcy:** 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;

(b) **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of 2 or more years;

(c) **Imprisonment:** a person who has been convicted of any offence punishable by imprisonment for a term of not less than two years and has been sentenced to imprisonment for that offence;

(d) **Companies Act Order:** a person to whom an order made under section 383 of the Companies Act 1993 applies;

(e) **Mental Health Act:** a person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992; or

(f) **Trusts Act:** a person who is disqualified from being appointed as a trustee under section 96 of the Trusts Act.

1.9 Elected Trustee Eligibility: In addition to the restrictions in rule 1.8, a person who is not an Elector may not seek or hold office as an elected Trustee.

2. TERM OF OFFICE

2.1 Term of Office: Trustees (including the first Trustees) will (subject to the provisions of rule 2.2) hold office for a term from the date of their

appointment or election until the date of their retirement in accordance with rule 1.3 or 1.7, as applicable.

2.2 Early Termination of Office: A Trustee will cease to hold office if the Trustee:

(a) Resignation: resigns by giving 30 days' written notice to the secretary of the Trust, or if there is no secretary, to the chairperson;

(b) Refusal to Act: refuses to act, as determined by the other Trustees acting unanimously;

(c) Ineligibility: is precluded from holding office as a Trustee under rule 1.8 or rule 1.9;

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

(e) Conviction: is convicted of any indictable offence;

(f) Death: dies while holding office as a Trustee;

(g) Removal by Trustees: is removed from holding office as Trustee by resolution of the Trustees passed at a meeting of the Trustees by a number of Trustees that equals or exceed 75% of the total number of Trustees for the time being, that a Trustee is for any reason unable to effectively carry out his or her duties as a Trustee, or the other Trustees determine there is a risk that the reputation of the Trust will be adversely affected should the Trustee continue as a Trustee; or

(h) Appointed Terms: for an Additional Trustee, is removed from office in accordance with the terms and conditions of the Additional Trustee's appointment.

2.3 Recording of Change of Trustees: Every appointment, reappointment, retirement or cessation of any Trustee must be entered in the minute book of the Trust.

3. ELECTIONS

~~(g) a person who is holding office as a director of or is employed by the Lines Company;~~

~~(h) a person who is not an Elector.~~

~~2.7 The number of Trustees shall be five.~~

~~2.8 Where by reason of any vacancy, the number of trustees is reduced below 5, the remaining trustees may appoint some other eligible person to be a trustee for the balance of the term of office of the trustee being replaced.~~

~~3. TERM OF OFFICE~~

Trustees (including the first Trustees) ~~shall~~ (subject to the provisions of ~~Rule 8~~) hold office for a term from the date of their appointment or election until the date of their retirement in accordance with ~~Rule 2.1~~.

~~4.23.1~~ 4. Election to Elect Two Trustees: An election to elect two Trustees to the Trust ~~shall~~ will be conducted in accordance with the following provisions:-

(a) No Nomination from Representative Areas: if there are no nominations from a Representative Area requiring representation, then:

IN AN ELECTION TO ELECT TWO TRUSTEES:

(i) ~~(d)~~ If there are no nominations from an area requiring representation, as defined in this Schedule, ~~Rule 2.2(a)(b)(c), and~~ Two or Less Candidates: if the number of nominations for ~~trustee~~ Trustee does not exceed two, the returning officer ~~shall declare as elected trustees the persons so nominated.~~ must declare the nominees elected as Trustees; and

(ii) ~~if~~ More than Two Candidates: if the number of nominations for Trustee exceeds two, all persons ~~so~~ nominated ~~shall~~ must be candidates in ~~a postal ballot which shall be an election~~ taken in accordance with this Schedule, ~~Rule 2.4 and 2.5~~. The returning officer ~~shall~~ must declare ~~electd as trustees~~ the two highest polling candidates ~~electd as Trustees;~~ electd as Trustees;

(b) One Nomination from Representative Area and One Other Nomination: if:

~~further provided that~~

(i) ~~(e)~~ One Nomination from Representative Area: there is only one nomination from ~~an area, as defined in this Schedule, Rule 2.2(a)(b)(c), and that area~~ a Representative Area and that Representative Area will not otherwise have representation by a continuing ~~trustee,~~ Trustee; and

(ii) ~~if~~ One Other Nomination: there is only one other nomination for ~~trustee,~~ the returning officer ~~shall declare electd as trustees~~ the persons so nominated. Trustee.

the returning officer must declare the nominees elected as Trustees;

(c) One Nomination from Representative Area and Two or More Other Nominations: if:

(i) One Nomination from Representative Area: there is only one nomination from a Representative Area and that Representative Area will not otherwise have representation by a continuing Trustee; and

(ii) Two or More Other Nominations: there are two or more other nominations for Trustee.

further provided that

~~(f)if there is only one nomination from an area, as defined in this Schedule, Rule 2.2(a)(b)(c), and that area will not otherwise have representation by a continuing trustee, and there are two or more other nominations for trustee, the returning officer shall declare elected as trustees the person nominated for the area requiring representation, and a postal ballot of the remaining nominations shall~~ the returning officer must declare the nominee from the Representative Area elected as Trustee and an election of the remaining nominees must be taken in accordance with this Schedule, ~~Rule 2.4 and 2.5.~~ The returning officer ~~shall declare elected as a trustee~~ the highest polling candidate. must declare the highest polling candidate elected as a Trustee;

(d) Two Nominations from Representative Area and No Other Nominations: if:

further provided that

(i) ~~(g)if~~ Two Nominations from Representative Area: there are two nominations from ~~an area, as defined in this Schedule, Rule 2.2(a)(b)(c)~~ a Representative Area, and that ~~area~~ Representative Area will not otherwise have representation by a continuing ~~trustee~~ Trustee; and

(ii) ~~if~~ No Other Nominations: there are no other nominations for ~~trustee, the returning officer shall declare elected as trustees the persons so nominated.~~ Trustee.

the returning officer must declare the nominees elected as Trustees;

further provided that

(e) Two or More Nominations from Representative Area and Other Nominations: if:

(i) ~~(h)if~~ Two or More Nominations from Representative Area: there are two or more nominations for ~~an area, as defined in this Schedule, Rule 2.2(a)(b)(c)~~ a Representative Area, and that ~~area~~ Representative Area will not otherwise have representation by a continuing ~~trustee, and if there are other nominations for trustee, a postal ballot shall~~ Trustee; and

(ii) Other Nominations: there are other nominations for Trustee.

an election must be taken in accordance with this Schedule, ~~Rule 2.4 and 2.5.~~ The returning officer ~~shall~~ must declare ~~electees as trustees,~~ the highest polling candidate for the ~~area requiring representation,~~ Representative Area and the highest polling candidate from all other candidates. electees as Trustees;

(f) Nominations from Two Representative Areas:

(i) Two Nominees: if there are nominations from two Representative Areas, and those two Representative Areas will not otherwise have representation by a continuing Trustee, the returning officer must declare the nominees for the Representative Areas elected as Trustees; and

~~further provided that~~

(ii) ~~(i)if there are nominations from two areas as defined in this Schedule, Rule 2.2(a)(b)(c), and those two areas will not otherwise have representation by a continuing trustee, the returning officer shall declare electees as trustees, the persons nominated for the areas requiring representation. If more than one person is nominated for an area, or areas, requiring representation, a postal ballot of the nominations for that area or areas, shall~~ More than Two Nominees: if more than one person is nominated for a Representative Area, or Representative Areas, an election of the nominations for that Representative Area or Representative Areas, must be taken in accordance with this Schedule, ~~Rule 2.4 and 2.5.~~ The returning officer ~~shall~~ must declare ~~electees as trustees~~ the highest polling candidate from each ~~area.~~ Representative Area elected as Trustees; and

~~further provided that~~

(g) ~~(j)if all areas defined in this Schedule, Rule 2.2(a)(b)(c)~~ All Representative Areas Represented: if all Representative Areas are represented, and more than two persons are nominated, ~~a postal vote shall~~ an election must be taken in accordance with this Schedule, ~~Rule 2.4 and 2.5.~~ The returning officer ~~shall~~ must declare ~~electees as trustees~~ the two highest polling candidates electees as Trustees. If only two persons are nominated, the returning officer ~~shall declare as electees the persons so nominated.~~ must declare the nominees elected as Trustees.

3.2 Election to Elect Three Trustees: An election to elect three Trustees to the Trust will be conducted in accordance with the following provisions:

(a) No Nomination from Representative Areas: if there are no nominations for a Representative Area, then:

(i) Three or Less Candidates: if the number of nominations for Trustee does not exceed three, the returning officer must declare the nominees as elected Trustees; and

IN AN ELECTION TO ELECT THREE TRUSTEES

(ii) ~~(k)if there are no nominations for an area or areas requiring representation, as defined in this Schedule, Rule 2.2(a)(b)(c), and if the number of nominations for trustee does not exceed three, the returning officer shall declare elected as trustees the persons so nominated. If~~ More than Three Candidates: if the number of nominations exceeds three, all persons ~~so~~ nominated ~~shall~~ must be candidates in ~~a postal ballot~~ an election which ~~shall~~ must be taken in accordance with this Schedule, ~~Rule 2.4 and 2.5.~~ The returning officer ~~shall~~ must declare ~~elected as trustees~~ the three highest polling candidates. elected as Trustees;

(b) One Nomination from Representative Area and Other Nominations: if:

further provided that

(i) ~~(l)if an area as defined in this Schedule, Rule 2.2(a)(b)(c), receives one nomination, and that area~~ One Nomination from Representative Area: there is only one nomination from a Representative Area and that Representative Area will not otherwise have representation from a continuing trustee, Trustee; and

(ii) ~~if~~ Other Nominations: the number of other nominations from outside that ~~area~~ Representative Area does not exceed two, ~~the returning officer shall declare elected as trustees the persons nominated.~~

further provided that

the returning officer must declare the nominees elected as Trustees;

(c) Two Nominations from Representative Areas and One Other Nomination: if:

(i) ~~(m)if two areas as defined in this Schedule, Rule 2.2(a)(b)(c),~~ Two Nominations from Representative Areas: two Representative Areas receive one nomination each, and those ~~areas~~ Representative Areas will not otherwise have representation by continuing ~~trustees,~~ Trustees; and

(ii) One Other Nomination: there is only one other nomination, ~~the returning officer shall declare elected as trustees the persons nominated.~~ further provided that

the returning officer must declare the nominees elected as Trustees;

(d) Two or More Nominations from a Representative Area, One Nomination from a Further Representative Area and Other Nomination: if:

(i) Two or More Nominations from a Representative Area: there are two or more nominations from a Representative Area and that Representative Area will not otherwise have representation by continuing Trustees; and

(ii) One Nomination from a Further Representative Area: if there is one nomination from a further Representative Area, which will not otherwise have representation by a continuing Trustee; and

(iii) Other Nominations: if there are other nominations,

~~(n)if there are two or more nominations from an area, as defined in this Schedule, Rule 2.2(a)(b)(c), and that area will not otherwise have representation by continuing trustees, and if there is one nomination from a further area, which will not otherwise have representation by a continuing trustee and if there are other nominations, the returning officer shall must declare elected as trustee the candidate singly nominated for the area requiring representation a Representative Area elected as Trustee, and a postal ballot an election of all other nominations shall must be taken in accordance with this Schedule, Rule 2.4 and 2.5. The returning officer shall must declare elected as trustees the highest polling candidate from the remaining area requiring representation, Representative Area and the highest polling candidate from all andidates. candidates elected as Trustees; and~~

(e) Two or More Nominations from a Representative Area, One Nomination from a Further Representative Area and Other Nomination: if:

(i) Two or More Nominations from a Representative Area(s): there are two or more nominations for a Representative Area, or Representative Areas, and that Representative Area or Representative Areas will not otherwise have representation by continuing Trustees; and

(ii) Total Nominations Exceed Three: the total number of nominations exceed three.

further provided that

~~(e) if there are two or more nominations for an area, or areas, as defined in this Schedule, Rule 2.2(a)(b)(c), and that area or areas, will not otherwise have representation by continuing trustees, and if the total number of nominations exceed three, a postal ballot shall~~ an election must be taken in accordance with this Schedule, ~~Rule 2.4 and 2.5.~~ The returning officer ~~shall~~ must declare ~~elect~~ as trustees the highest ~~polling~~ polling candidate from each of the ~~areas requiring representation~~ Representative Areas, and (if required) the highest polling other candidate or candidates elect as Trustees, provided that not more than three ~~trustees~~ Trustees will be elected."

3.3 2.3 Nominations for Trustees: No later than 30 November in ~~the each~~ year which ~~precedes the year in which~~ before an election ~~shall is to~~ be held, nominations for election as a Trustee ~~shall~~ will be invited from the Consumers, ~~and~~ Nominations must be made to the Returning Officer no later than 20 January in the year the election is being held. A retiring Trustee ~~shall~~ will be eligible for re-nomination.

3.4 2.4 Election: No later than 1 March in each year in which an election is held, the Trustees ~~shall~~ will arrange for ~~a postal vote of an election of the Consumers to be held to elect the Trustees to replace the retiring Trustees~~ completed using one or more voting method (as that term is defined in the Local Electoral Act 2001 and including booth, post and any form of electronic voting).

3.5 2.5 The postal vote shall Rules of Election: The election must be held in accordance with the following provisions:

(a) Those Eligibility to Vote: those eligible to vote ~~shall~~ must be Consumers as at a date to be designated by the Trustees to be no later than 1 March in the year of the election;

(b) On Roll Compilation: on the basis of the records of the Lines Company, the Trustees shall must compile a roll of those entitled to vote ~~which shall be made available for public inspection in accordance with Clause 13, and in~~ A person may enquire as to whether that person is on the roll. In preparing such roll, the Trustees shall must endeavour to ensure that ~~a consumer with more than one connection appears only once on the roll and therefore may have only one vote;~~ each Consumer may only vote once regardless of the number of power connections that the Consumer may have;

(c) The Trustees shall Appointment of Returning Officer: the Trustees must appoint a suitable person as a returning officer for the purposes of each election;

(d) ~~(d)~~ **Number of Candidates:** if the number of candidates does not exceed the number of vacancies to be filled, the candidate or candidates ~~shall be duly~~ must be elected as Trustees and the public ~~shall~~ must be notified in accordance with ~~Clause 13~~ clause 12;

(e) ~~(e)~~ **Voting Papers:** as soon as practicable but no later than 1 March in the year in which the election is to be held, the returning officer ~~shall~~ must forward ~~by post addressed~~;

(i) **Electronically:** by email or other electronic means; or

(ii) **By Post:** if there is no recorded email address, by post to the relevant address shown on the roll,

one electronic or printed voting paper to each Consumer eligible to vote, ~~at the or access to a website or other electronic address shown on the roll, at which each Consumer may submit one voting paper in respect of the election of Trustees,~~ and, if forwarded by post, together with an envelope stamped and addressed to the returning officer;

(f) ~~(f)~~ **Consumer not Natural Person:** where the Consumer is not a natural person, the Consumer ~~shall~~ can appoint a natural person whose name does not appear on the roll compiled under rule 3.5(b) to exercise the Consumer's vote on its behalf;

(g) ~~(g)~~ **The Close of Voting:** the returning officer ~~shall~~ must specify a date, not less ~~then~~ than two weeks after distributing the ~~posting of~~ voting papers, for the close of voting. No vote ~~shall~~ will be valid unless it is delivered to the returning officer by the date specified.;

(h) ~~(h)~~ **The Count of Votes:** the returning officer ~~shall not open any voting papers until the day after the date of the close of voting. On that day the returning officer shall open the papers and~~ will make arrangements for an official count of the votes. Any candidate for election as a Trustee ~~shall~~ will be entitled to appoint a representative to attend the official count; and

(i) ~~(i)~~ **Announcement of Results:** when all the voting papers have been dealt with, the returning officer ~~shall~~ must notify the public of the result in accordance with ~~Clause 13. Subject always to Rule 2.3~~ clause 12. The results may be announced from 4.00pm on the day of the close of voting. Subject to rules 3.1 and 3.2, where there is an equality of votes between candidates, the returning officer ~~shall~~ must determine by lot the candidate to be elected.

2.6 The following persons may not hold office as a Trustee:

- ~~(a) 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;~~
- ~~(b) a person who has been convicted of any offence punishable by a term of imprisonment of 2 or more years;~~
- ~~(c) a person who has been convicted of any offence punishable by imprisonment for a term of not less than two years and has been sentenced to imprisonment for that offence;~~
- ~~(d) a person to whom an order made under section 135 of the Companies Act 1993 applies;~~
- ~~(e) a person who is mentally disordered within the meaning of the Mental health (Compulsory Assessment and Treatment) Act 1992;~~
- ~~(f) a person who is not a parliamentary elector for the purposes of the Electoral Act 1956;~~

KING COUNTRY TRUST

SCHEDULE 2

RULES GOVERNING REMUNERATION AND EXPENSES OF TRUSTEES

1. REMUNERATION

1.1 ~~4.1~~ **Remuneration:** The Trustees ~~shall~~ will be entitled ~~to~~ in each Financial Year ~~to such~~ to remuneration for their services as Trustees ~~as may be~~ as is reasonable having regard to their duties and responsibilities.

1.2 ~~4.2~~ **Expenses:** The Trustee ~~shall~~ will be entitled to be indemnified by and reimbursed for any expenses incurred by them in the exercise of their powers and duties under this Deed.

1.3 ~~4.3~~ **Payments to be made from Trust Funds:** The payments of remuneration and expenses to the Trustees pursuant to ~~Rule 4.1 or Rule 4.2~~ ~~shall~~ rule 1.1 or rule 1.2 will be paid out of the Trust Fund.

KING COUNTRY TRUST

SCHEDULE 3

~~5. DELEGATION BY~~ RULES GOVERNING ADMINISTRATION AND MEETINGS OF TRUSTEES

~~Any Trustee may, in any of the circumstances permitted by section 31 of the Trustee Act, exercise the powers under that section of delegating to any person, who has been approved by the other Trustees, during any period for which that Trustee may be absent from New Zealand or incapable of performing his or her duties as a Trustee, all or any trusts powers authorities and discretions vested in him or her as a Trustee of the Trust.~~

~~6. CHAIRPERSON~~

~~The Trustees may elect a chairperson at their meetings and determine the period for which the chairperson is to hold office. The chairperson (or in the absence of the chairperson, a Trustee elected by the meeting) shall take the chair at all meetings of the Trustees and shall have a casting as well as a deliberative vote.~~

~~1.~~ 7. QUORUM

1.1 Quorum: A quorum for meetings of the Trustees will be a majority of the Trustees then in office (including Additional Trustees).

1.2 A quorum at meetings of the Trustees shall comprise three Trustees. Number of Trustees Less Than Quorum: If for any reason the number of Trustees holding office is less than ~~three~~four, the quorum ~~shall~~will be the number of Trustees then holding office.

~~8. CESSATION OF TRUSTEESHIP~~

~~A Trustee shall cease to hold office if such Trustee:~~

~~8.1 by notice in writing to the secretary of the Trust or if there is no secretary to the then chairman, resigns his or her office;~~

~~8.2 refuses to act;~~

~~8.3 becomes of unsound mind or becomes a protected person under any statute for the time being in force;~~

~~8.4 becomes bankrupt or enters into a composition or assignment for the benefit of his or her creditors;~~

~~8.5 is absent without leave from three consecutive ordinary meetings of the Trustees.~~

~~8.6 is convicted of any indictable offence.~~

~~9. RECORDING OF CHANGE OF TRUSTEES~~

~~Upon every appointment, reappointment, retirement or cessation of office of any Trustee the Trustees shall cause an entry thereof to be entered in the minute book of the Trust.~~

~~10.~~ **VALIDITY OF PROCEEDINGS**

All acts done by any meeting of Trustees ~~or of a committee of Trustees or by any person acting as a Trustee shall (notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid or that they or any of them were for any reason disqualified) be as valid as if such person had been duly appointed and was qualified to be a Trustee.~~

~~11.~~ **RESCISSION OR VARIATION OF RESOLUTIONS**

Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees at any ordinary or special meeting.

~~PART II - ADMINISTRATIVE PROVISIONS~~

~~12.~~ **ORDINARY MEETINGS**

The Trustees shall meet at such intervals as they deem appropriate to the conduct of the affairs of the Trust.

~~2.~~ **13.SPECIAL MEETINGS**

2.1 **Ordinary Meetings:** The Trustees will meet at such intervals as they deem appropriate to the conduct of the affairs of the Trust.

2.2 **Special Meetings:** Three Trustees may at any time summon a special meeting for any reason deemed by them to justify ~~the same.~~ a meeting.

2.3 **Majority Decisions:** Other than resolutions which are required by this Deed to be decided by Special Resolution, all resolutions passed at a meeting of the Trustees may be by a majority of Trustees present at that meeting and any such resolution will be binding on all Trustees.

2.4 **Rescission or Variation of Resolutions:** The Trustees may from time to time rescind or vary any resolution of the Trustees at any ordinary or special meeting.

~~3.~~ **14.NOTICE OF MEETINGS**

3.1 **Notice:** Five Working Days' notice in writing of any meeting must be delivered or emailed to each Trustee:

(a) ~~Notice in writing of every meeting whether ordinary or special shall be delivered or sent by post to each Trustee~~ Ordinary Meeting: by the secretary (or other person acting under the direction of the Trustees) ~~or~~ or

(b) Special Meeting: in the case of a special meeting) by or under the direction of the persons summoning it ~~at least 7 days before the date of the next meeting.~~

3.2 **Notice for Adjourned Meetings:** No notice shall ~~will~~ be necessary for adjourned meetings except to Trustees not present when the meeting was adjourned.

~~15.~~ **CONTENT OF NOTICE**

3.3 **Content of Notice:** Every notice of meeting ~~shall~~ must state the place, day, and ~~hour~~ time of the meeting and every notice of a special meeting ~~shall~~ must state the matters to be discussed at that meeting.

~~1.33.4~~ **Notice Waived:** Notice of any general or special meeting may be ~~abridged~~ shortened or waived ~~if~~ if all the Trustees who are ~~for the time being~~ in New Zealand consent in writing ~~to such abridgement or waiver~~.

4. **CHAIRPERSON**

4.1 **Chairperson:** The Trustees may elect a chairperson at their meetings and determine the period for which the chairperson is to hold office.

4.2 **Chair Meetings:** The chairperson (or in the absence of the chairperson, a Trustee elected by the meeting) will take the chair at all meetings of the Trustees.

5. ~~16.~~ **ADJOURNMENT**

5.1 **Quorum Not Present:** If a quorum is not present within thirty minutes after the time appointed for any meeting ~~the~~ the Trustee or Trustees present may adjourn the meeting.

~~1.45.2~~ **Adjournment by Resolution:** Any meeting may be adjourned by the chairperson upon the adoption of a resolution for its adjournment.

6. ~~17.~~ **COMMITTEES**

6.1 **Establishment of Committees:** The Trustees may ~~from time to time~~ appoint any one or more ~~members of their body~~ Trustees to be a committee for ~~making any inquiry, for superintending or transacting any business of the Trust, for the investment and management of the Trust Funds or any part thereof, or for~~ making any inquiry, for superintending or transacting any business of the Trust, for the investment and management of the Trust Funds or any part thereof, or for

(a) **Inquiry:** making any inquiry;

(b) **Managing Business:** managing or transacting any business of the Trust;

(c) **Trust Funds:** the investment and management of the Trust Funds;
or

~~(a)~~(d) **Duties of Trust:** the performance of any duty or function which in the opinion of the Trustee will further the purposes and objects of the Trust.

4.56.2 Regulation of Committees: Subject to these ~~Rules~~ rules and to any directions from time to time given by the Trustees, ~~every~~ such committee may regulate its own procedure so that a quorum at any meeting of the committee ~~shall~~ will comprise a majority of its members for the time being.

7. ~~18.~~ **MINUTES**

7.1 ~~18.1A Minute Book shall be provided and kept by the~~; The Trustees and all proceedings of the Trustees ~~shall~~ must be entered in the Minute Book.

7.2 ~~18.2 Signed by Chairperson:~~ Any ~~such~~ minute ~~if purporting to be~~ signed by the chairperson of ~~the a~~ meeting ~~at which the proceedings were had~~ or by the chairperson of the next succeeding meeting ~~shall~~ will be evidence of the proceedings.

7.3 ~~18.3 Meeting Duly Convened:~~ Where minutes have been made in accordance with the provisions of this ~~Rule of the proceedings rule~~ at any meeting of Trustees then ~~until the contrary is proved~~, the meeting ~~shall~~ will be deemed duly held and convened and all proceedings at that meeting to have been duly convened.

8. ~~19.~~ **RESOLUTIONS IN WRITING**

~~A A written~~ resolution ~~in writing~~, signed by all the Trustees, ~~or by all the members of a committee~~ ~~shall~~, will be as effective ~~for all purposes~~ as a resolution passed at a meeting of the Trustees or of ~~such a meeting of a~~ committee as the case may be ~~duly convened, held and constituted~~. ~~Such~~ Any such resolution may consist of several documents in ~~the like~~ form, each signed by one or more of the Trustees or members of the committee, as the case may be.

9. ~~20.~~ **VIRTUAL MEETINGS BY TELEPHONE**

9.1 Virtual Meetings: For the purposes of these ~~Rules~~ rules, the contemporaneous linking together of ~~a number of the Trustees or members of a committee ("the participants") not less than a quorum together with the secretary or a person acting secretarially shall be deemed to constitute a meeting and all the provisions in these Rules as to meetings shall apply to such meetings by telephone so long as some or all of the Trustees by telephone, videoconferencing, the internet or other electronic means will constitute a virtual meeting of the Trustees and the provisions in these rules as to meetings of the Trustees will apply to such virtual meetings provided the following conditions are met:~~

~~20.1 All the participants for the time being entitled to receive notice of a meeting shall be entitled to notice of a meeting by telephone and to be linked by telephone for the purposes of such meeting. Notice of such meeting may be given by telephone;~~

- (a) Access to Technology: a virtual meeting may only be held if all Trustees have reasonable access to the technology that will enable them to participate;
- (b) ~~20.2~~ Each of the participants taking part in the meeting by telephone, and the secretary or person acting secretarily, must be able to hear each of the others taking part at the commencement of the Entitled to Notice: each Trustee will be entitled to notice of the virtual meeting and to be linked together for the purposes of such meeting;
- (c) Taking Part: each of the Trustees taking part in the virtual meeting must be able to hear or view and hear all of the communications from the other Trustees taking part during the whole of the meeting;
- (d) ~~20.3~~ Acknowledge Presence: at the commencement and conclusion of the virtual meeting, each participant Trustee must acknowledge his or her presence for the purpose of such the meeting to all the others taking part;
- (e) ~~20.4~~ A participant Withdrawing from Meeting: a Trustee may not leave the meeting by disconnecting his or her telephone without having unless that Trustee has previously obtained the express consent of the chairperson of the meeting to do so;
- (f) ~~and shall~~ Presumed Presence: a Trustee will be conclusively presumed to have been present and to have formed part of the quorum at all times during the of such meeting by telephone unless having obtained the express consent of the chairperson to leave the meeting as aforesaid; and
- (g) ~~20.5~~ Minutes: a minute of the proceedings at such virtual meeting by telephone shall will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting and by the secretary or person acting secretarily.

~~21.~~ **BANK ACCOUNTS**

~~Bank accounts in the name of the Trust shall be opened and kept with a bank or banks to be from time to time selected by the Trustees. All sums of money received on account of the Trust shall be forthwith paid into the credit of such account or accounts unless otherwise expressly ordered by the Trustees. All negotiable instruments and all receipts for money paid to the Trust shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Trustees from time to time determine.~~

10. VALIDITY OF PROCEEDINGS

10.1 Validity of Proceedings: All acts done by any meeting of Trustees (including virtual meetings), committee of Trustees or by any person acting

as a Trustee will be as valid and effectual as if that Trustee or those Trustees:

(a) **Duly Appointed:** had been duly appointed; and

(b) **Qualified:** were qualified to hold office as Trustee;

even if it is later discovered that:

(c) **Defect in Appointment:** there was some defect in the appointment of any of the Trustees; or

(d) **Trustee Disqualified:** any of the Trustees were for any reason disqualified from holding office as Trustee.

11. ~~22~~. EXECUTION OF DOCUMENTS

All documents required to be executed by the Trustees ~~shall~~ will be deemed to be validly executed and binding ~~on the Trust if these~~ if those documents have been entered into and executed by the authority of the Trustees previously given and-;

11.1 **Deeds:** for documents in the form of a deed, signed by at least two Trustees and countersigned by the secretary or by another Trustee or any other person approved by the Trustees for the purpose ~~;~~ in writing; and

11.2 **Other Documents:** for other documents, signed by one Trustee and countersigned by the secretary or any other person or persons approved by the Trustees in writing.

12. DELEGATION BY TRUSTEES

Any Trustee may, in any of the circumstances permitted by section 70 of the Trusts Act, exercise the powers under that section of delegating to any person, who has been approved by the other Trustees, during any period for which that Trustee may be absent from New Zealand or incapable of performing his or her duties as a Trustee, all or any trusts powers authorities and discretions vested in him or her as a Trustee of the Trust.

SCHEDULE 4

~~23. GENERAL POWERS~~

~~Subject to the provisions of the Deed and of the preceding Rules the Trustees shall have the power to do all acts and things which they may consider proper or advantageous for accomplishing the purposes and objects of the Trust.~~

~~PART III - AMENDMENT TO RULES~~

~~24. AMENDMENTS~~

~~24.1 The Rules set forth in Part II of the Schedule being administrative provisions may be rescinded, amended or added to by the unanimous resolution of the Trustees.~~

~~24.2 No such resolution shall be effective unless notice thereof shall have been given in the notice convening the meeting and no such rescission, amendment or addition shall conflict with any of the provisions of the Deed or the Act.~~

~~SCHEDULE 2~~
~~KING COUNTRY ELECTRIC POWER~~ KING COUNTRY TRUST

PUBLIC CONSULTATIVE PROCEDURE

In respect of any provision of this Deed which requires the Trustees to implement a Public Consultative Procedure, the Trustees ~~shall~~must:

- (a) ~~(a)Place~~ Proposal to Trustees: place notice of the proposal before a meeting of the Trustees;
- (b) ~~(b)Give~~ Notice to Public: give notice of the proposal to the public in accordance with clause ~~13~~12 of the Deed;
- (c) ~~(c)In~~ Submission Period: in every notice given under paragraph (b) of this Schedule, specify a period within which persons interested in the proposal may make submissions on the proposal to the Trustees~~;~~;
- (d) ~~(d)Ensure~~ Reasonable Opportunity to be Heard: ensure that any person who makes written submissions on the proposal within the period specified in the notice under paragraph (b) of this Schedule is given a reasonable opportunity to be heard by the Trustees;
- (e) ~~(e)Ensure~~ Meetings Open to Public: ensure that every meeting at which submissions are heard or at which the Trustees deliberate on the proposal are open to the public;
- (f) ~~(f)Make~~ Written Submissions Available to Public: make all written submissions on the proposal available to the public; and
- (g) ~~(g)Ensure~~ Final Decision: ensure that the final decision in relation to the proposal is made at a meeting of the Trustees which is open to the public.

The period specified pursuant to paragraph (c) above ~~shall~~must not be less than one month and no more than three months.