

PROPOSAL

That the Electra Trust Deed (*Deed*) is amended to allow for electronic voting by Beneficiaries and for Beneficiaries to receive notices via their email address. Further amendments to the Deed are proposed to keep it up-to-date and are mostly administrative.

BACKGROUND

The Trustees wish to modernise the voting and notice process. The cost of mailing voting papers and notices has increased over the last few years and with New Zealand Post reducing delivery days, mailing is less efficient and may lead to unwanted delays.

The Trustees have responded to these developments by proposing electronic voting by Beneficiaries and by allowing notices to be received by Beneficiaries by electronic means (via Beneficiaries' email addresses).

The Trustees have also taken this opportunity to correct minor out-of-date clauses in the Electra Trust Deed.

See further detail on the changes in the Appendix to this resolution.

RESOLUTION

That the 2015 Annual Beneficiary Meeting of the Electra Trust authorises the Trustees to adopt all amendments to the Electra Trust Deed as contained in the form of deed on the Electra trust website, www.electratrust.co.nz, said deed also being available at this Meeting.

APPENDIX – PROPOSED AMENDMENTS

The main amendments to the proposed Electra Trust Deed are:

- **Clause 1.1(g)** – clarifying the definition of “Beneficiary”.
- **Clause 21.1** – permitting “Notices” to be sent to Beneficiaries by fax, post or email.
- **Schedule One** – Beneficiaries can elect Trustees by electronic vote or postal vote and that any Beneficiary with an email address on the roll with receive a voting paper by email.
- **Schedule Two** – Beneficiaries can vote on resolutions by post or by electronic means. Resolutions will still be passed at the Meeting.

**DATED 30 April 1993
and consolidated on 5 November 2003
With further amendments to 27 July 2012¹
With further amendments to 20 March 2015**

ELECTRA TRUST²

¹ The Beneficiaries of the Trust voted to amend the Trust Deed on 27 July 2012.

² The Beneficiaries of the Trust agreed by postal vote that the name of the Trust be changed from the Horowhenua Energy Trust to Electra Trust in accordance with clause 13 of the Trust Deed. The Trustees passed a resolution giving effect to the change in accordance with the Beneficiaries' vote on 13 September 2002.

THIS DEED is made on 30 April 1993 and consolidated on 5 November 2003

BETWEEN **ELECTRA LIMITED** (previously named, **HOROWHENUA ENERGY LIMITED**)
(the "Company")

AND **ANDREW JOHN BERTRAM, FREDERICK JAMES BOOTH, LINDSAY ROBERT BURNELL,**
CHARLES ALAN HERCUS, WILLIAM MURRAY HILL, HAROLD GEORGE HENRY
THOMAS

(hereinafter called "the Trustees")

WHEREAS

- A. The Horowhenua Electric Power Board (the "Board") has formed a registered public company limited by shares, Electra Limited (the "Company"), in which the sole subscriber is the Board;
- 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;
- C. The Company wishes to establish the Horowhenua Energy Trust (now called the Electra Trust) to enable the Trustees to receive 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 Beneficiaries and distribute to the Beneficiaries in their capacity as owners, the benefits of ownership of the shares in the Company and to carry out future ownership reviews involving consultation with Beneficiaries in accordance with the terms of this Deed.

IT IS AGREED

1 INTERPRETATION

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

- (a) "Act" means the Energy Companies Act 1992;
- (b) "Advisory Trustee" means the Trustee Corporation appointed in accordance with Clause 20;
- (c) "Balance Date" means 31 March or any other date adopted as at the end of the Financial Year from time to time by the Company;
- (d) "Bank" means any bank listed in the register of registered banks referred to in section 69 of the Reserve Bank of New Zealand Act 1989;
- (e) "Board" means the board of directors of Electra Limited;
- (f) "Company" means and includes any successor company;

- (g) "Beneficiary" and "Beneficiaries" means persons (as determined solely at the discretion of the Trustees) who at any appropriate date or dates designated by the Trustees from time to time, are connected to the Company's distribution network within the District and who are either: (A) end-customers who are liable for the payment for electricity conveyed to them over the Company's distribution network in the District or for services in relation to that network and who have been so liable from before 12am (midnight) on 31 January of the relevant year; or (B) end-customers of an Electricity Supplier and who obtain their electricity supply by means of the Company's distribution network within the District and who have been customers from before 12am (midnight) on 31 January of the relevant year.. For the avoidance of doubt, a person with more than one connection to the network shall qualify as Beneficiary in respect of each such connection. Where there is a change of Beneficiary on any designated date both the old Beneficiary and the new Beneficiary shall be included;³
- (h) this "Deed" means this deed and includes the schedule and any amendments;
- (i) "Directors" means the directors for the time being of the Company;
- (j) "Distribution Plan" means a plan for the distribution of the shares in the capital of the Company prepared by the Trustees in accordance with clause 4;
- (k) "District" means the extent of the area over which the Board was authorised to supply electricity pursuant to the licence granted to the Board under section 20 of the Electricity Act 1968;
- (l) "Dividends" means, in relation to the Company, distributions (if any) paid in cash by the Company to the Trustees as holder under this Deed of shares in the Company;
- (m) "Electricity Supplier" means a person who undertakes an electricity supply business and who has entered into a use of system agreement or any other form of agreement with the Company which gives that person a right to use the Company's distribution network within the District for the conveyance of electricity to end-customers and under which it is liable for payments for services in relation to that network⁴.
- (n) "Electronic" includes electrical, digital, magnetic, optical, electromagnetic, and photonic;

³ An Amending Deed was entered into in December 1998 in response to requirements of the Electricity Industry Reform Act 1998 whereby the Company entered into an agreement for the sale of its electricity supply business, the sale of which necessitated amendments to the Trust Deed to reflect the fact that the beneficiaries of the Trust would no longer be energy supply customers of the Company and to allow for a different mechanism for distribution of benefits to the beneficiaries of the Trust. The definition of 'Customer' was deleted and the new replaced with definition of 'Beneficiary'.

⁴ The amendments to the Trust Deed in 1998, as explained in footnote 2 inserted a new definition for 'Electricity Supplier'.

- (o) "Financial Year" means any year or other accounting period ending on a Balance Date;
- (p) "Local Authorities" means any territorial local authority within the meaning of the Local Government Act 1974 which is within the District;
- (q) "Local Authority's Area" means the district of each Local Authority;
- (r) "Termination Date" means the earlier of 1 January 2072 and the date upon which the trust is wound up in accordance with clause 16;
- (s) the "Trust" means the electric power trust established by this Deed; (s) "Trustee Corporation" has the same meaning as in the Trustee Act;
- (t) the "Trustees" means the trustees for the time being of the Trust;
- (u) "Trust Fund" means all the funds of the Trust described in clause 2.2 and includes all capital and income for the time being held
- (v) "Trustee Act" means the Trustee Act 1956;
- (w) "Trustee Corporation" means a trustee company within that defined term as detailed in the Trustee Companies Act 1967; and
- (x) "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.

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

- (a) references to a business day" means a day on which registered banks are open for general banking business in Wellington;
- (b) references to one gender include each other gender;
- (c) references to the singular include the plural and vice versa;
- (d) the headings and the index shall not affect the construction of the Deed;
- (e) references to clauses are references to clauses of the Deed and references to schedules are references to schedules to this Deed;
- (f) 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; and
- (g) words, terms or expressions which are defined in the Act but are not defined in this Deed shall have the meaning attributed to them in the Act.

- 1.3 **Perpetuity Period:** For the purposes of the Perpetuity Act 1964 the perpetuity period applicable to this Deed shall be the period from the date of execution hereof until the first anniversary of the Termination Date.
- 1.4 In the event that the Company, as the result of any circumstances whatever, shall cease to have Beneficiaries then the Trustees may, but without being bound so to do, designate as an appropriate date for the purposes of identifying Beneficiaries a date previous upon which persons were named in the records of the Company as being liable (whether alone or jointly) under the terms of any contract between the Company and those persons (and had been so liable for a period of not less than three (3) months) for the payment of any amount in respect of connection to or use of the Company's distribution network within the District provided by the Company pursuant to that contract.

2 DECLARATION OF TRUST

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

- 2.1 The trust established by this Deed as an electric power trust shall be known as the Electra Trust. The name of the Trust may be changed from time to time by the Trustees following an affirmative vote of more than fifty (50) per cent in number of the Beneficiaries at a meeting of Beneficiaries held in accordance with clause 13.
- 2.2 The sum of one hundred dollars (\$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.

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.
- 3.2 If the Trustees so elect, to subscribe for, purchase or otherwise acquire additional shares in the capital of the Company.
- 3.3 To retain and hold such shares until such time as the shares or a portion of them are sold, transferred or disposed of in accordance with clause 4.
- 3.4 To hold the proceeds of any sale, transfer or other disposition of such shares upon the Trust for capital in accordance with clause 6.1.
- 3.5 To receive the Dividends (if any) and to distribute, pay, apply or appropriate the Dividends to or for the benefit of the Beneficiaries in the manner provided in clause 5 of this Deed.
- 3.6 Following the Termination Date to pay, apply and appropriate the capital of the Trust in the manner provided in clause 6.2.

4 REVIEW

- 4.1 Within three years of the date of this Deed the Trustees shall require the Directors to prepare a report discussing proposals and options for future ownership of the shares in the Company. In the event that the Directors shall fail to prepare such a report then the Trustees shall prepare such report at the cost of the Company. Any such report shall contain the following detail:
- (a) an analysis of the performance of the Trust to the date of the report together with a discussion of the advantages and disadvantages of trust ownership;
 - (b) an analysis of the various ownership options considered including without limitation, a share distribution to Beneficiaries, a sale of shares to the public, a sale of shares to an institutional investor, exchange of shares for shares or assets of another company or organisation and retention by the Trust;
 - (c) a comparison of the performance by the Company with the performance of other energy companies;
 - (d) the conclusions of the Directors, whom failing the Trustees, as to the most appropriate form of ownership together with an indication whether, in the case of the Directors, the conclusions are unanimous and if the decision is not unanimous, a summary of the conclusions of the dissenting Directors shall be included;
 - (e) the matters contained in clause 4.4 if a distribution of shares is recommended;
 - (f) a summary of the professional advice (if any) obtained in respect of the preparation of the report;
 - (g) a statement as to whether or not Directors (or as the case may be the Trustees) have had regard to any views expressed by the Beneficiaries with respect to ownership; and
 - (h) a review of the role of the Trustees and in particular whether the Trustees may be replaced by a Trustee Corporation.
- 4.2 The Trustees shall make the report available to the Beneficiaries in accordance with clause 14 and shall send to each Beneficiary a summary of the report together with such other information as the Beneficiaries may require to decide whether to retain, sell or distribute the shares. If they deem it necessary, the Trustees may also hold meetings of Beneficiaries to consider and discuss the report and if they do so the Trustees shall invite the Directors to attend and give them an opportunity to speak.
- 4.3 The Trustees shall hold a meeting of the Beneficiaries in accordance with Clause 13 not earlier than 1 month and no later than 3 months after the date of the report to enable the Beneficiaries to discuss the proposals and decide whether to retain or to distribute, dispose or sell any shares in the Company. For the purposes of such meeting all Beneficiaries shall in accordance with Schedule 2 be given an opportunity to attend and vote in person or by postal vote.
- 4.4 If the Beneficiaries vote in accordance with Clause 4.3 to distribute the shares or any portion of them the Directors (or failing the Directors, the Trustees) shall also prepare a Distribution Plan which shall contain the following details:
- (a) to whom the shares are to be distributed;

- (b) the time and manner in which the shares are to be distributed; and
- (c) whether the shares are to be distributed without consideration to Beneficiaries, at a concessionary consideration to Beneficiaries or for proper consideration to any other person.

Provided that in any event where the shares are to be distributed the Directors or the Trustees (as the case may be) shall ensure that such distribution is consistent with clause 6.1 of this Deed.

- 4.5 The Distribution Plan shall be notified to the Beneficiaries in accordance with clause 14 and the Trustees shall be obliged to comply with the requirements of and ensure that any distribution agreed to at any meeting held in accordance with clause 4.3 is implemented.
- 4.6 At any time (commencing from the date three (3) years after the date of this Deed) by the request of not less than 1,000 Beneficiaries the Trustees shall require the Directors to prepare a report on the specific matter or matters required to be reviewed by those Beneficiaries and that report shall be made available to the Beneficiaries in accordance with clause 14.
- 4.7 If following the initial review provided for in Clause 4.1 any or all of the shares of the Company are retained by the Trustees, the Trustees shall procure that a review in accordance with this Clause is held:
 - (a) in the case of the second review, no later than three years after the completion of the review held in accordance with Clause 4.1;
 - (b) at any time in accordance with a request of Beneficiaries pursuant to Clause 4.6; or
 - (c) at any time upon the request of the Directors.
- 4.8 The Trustees shall procure that at the annual meeting of beneficiaries held in 2019 and at every seventh annual meeting of beneficiaries following that (the next being 2026) an ordinary resolution is put to Beneficiaries that the ownership structure should be reviewed. If this resolution is passed the Trustees must procure a review of the ownership of the Trust in accordance with the procedure set out in clauses 4.1 to 4.5.

5 TRUSTS OF INCOME UNTIL DISTRIBUTION DATE

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

- 5.1 The Trustees shall from any net annual income derived by or credited to the Trust Fund first pay the cost of administering the Trust including remuneration and allowances payable to Trustees as hereinafter provided and costs incurred in pursuance of their duties.
- 5.2 The Trustees shall, subject to clause 5.3 pay, apply or appropriate the whole of the net annual income derived by or credited to the Trust Fund in any Financial Year to or otherwise howsoever for the benefit of the Beneficiaries. Such income shall be paid, applied or allocated amongst the Beneficiaries in a manner to be determined by the Company so as to ensure that the income is allocated in the proportions that each Beneficiary has incurred charges (if any) in respect of connection to or use of the Company's distribution network within the District in the immediately preceding twelve (12) month period and in the case of

any doubt or dispute as to the application of this clause the matter shall be decided by the Trustees and that decision shall be final.

- 5.3 The Trustees shall in respect of any Dividend received be entitled to pay, apply or appropriate that income to Beneficiaries in accordance with Clause 5.2 at any time during the Financial Year to which that Dividend relates or the following Financial Year provided however that the Trustees may defer payment, application or appropriation of any sum or benefit to any Beneficiary until the Trustees are satisfied that all liability for taxation in respect thereof has been discharged.
- 5.4 Any of the Beneficiaries to whom or in respect of which income is paid, applied or appropriated by the Trustees in accordance with clause 5.2 shall as from the date of such payment, application or appropriation take an absolute and indefeasibly vested interest in such income and as from such date the Trustees shall have no further obligation with respect to the application of such income.
- 5.5 The foregoing provisions as to vesting of income shall not operate to vest any part of the corpus of the Trust Fund in any of the Beneficiaries.
- 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 in accordance with clause 5.2, 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 Beneficiaries.
- 5.7 Each Trustee in his or her capacity as a Beneficiary shall notwithstanding the provisions of this Deed or any applicable rule of law or equity, be entitled to receive any benefits as a Beneficiary which may be distributed to Beneficiaries in accordance with this Deed.
- 5.8 All payments made to Beneficiaries unclaimed for one year after having been sent to any Beneficiary may be invested or otherwise made use of by the Trustees for the benefit of the Trust Fund and the Trustees shall be entitled to mingle the amounts of any unclaimed payments with other moneys forming part of the Trust Fund and to credit any income arising in any Financial Year from the investment of such unclaimed payments to the Trust Fund.

6 TRUSTS OF CAPITAL

- 6.1 Trusts prior to Termination Date: The shares in the Company or the proceeds of sale of such shares shall be held by the trustees upon trust to pay, apply or allocate the same, on or before the Termination Date for the benefit of the Beneficiaries in such manner and in such shares as the Beneficiaries direct following the holding of a meeting of the Beneficiaries in accordance with this Deed and in the absence of such direction in such manner as the Trustees in their absolute and unfettered discretion considers fair and equitable.
- 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 Beneficiaries in such manner and in such shares as the Beneficiaries direct following the holding of a meeting of the Beneficiaries

in accordance with this Deed 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 to the Local Authorities in proportion to the number of Beneficiaries residing in each Local Authority's Area on the first anniversary of the Termination Date.

7 APPOINTMENT, RETIREMENT AND PROCEEDINGS OF TRUSTEE

The Rules set forth in the Schedule I of this Deed (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 and proceedings of the Trustees and associated matters.

8 GENERAL POWERS

8.1 The Trustees may exercise the powers, authorities, and discretions conferred by this Deed in addition to and not by way of limitation of the powers, authorities and discretions conferred upon the Trustees generally by the Trustee Act (except where otherwise specified in this Deed). For the avoidance of doubt, the Trustees shall have no power, authority or discretion to participate in the management or operation of the Company and in exercising the power conferred by this clause and clause 9 the Trustees shall be restricted to exercising rights as shareholders of the Company subject always to the provisions of this Deed and in particular clause 4.

8.2 In the exercise of any power, authority or discretion under this Deed the Trustees shall have no obligation to deal with persons other than those who qualify as Beneficiaries as defined in this Deed and in particular shall not be required to recognise any trust or other arrangement affecting any Beneficiary.

9 SPECIFIC POWERS

The Trustees shall have and may exercise either alone or together with any other person or persons the following powers, authorities and discretions:

- 9.1 **To Appoint Directors:** To appoint Directors in the manner provided by the constitution of the Company and approve the Directors' remuneration.
- 9.2 **To Employ:** 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.
- 9.3 **To Invest:** 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.
- 9.4 **Bank Accounts:** 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 to operate upon any account from time to time opened or subsisting at that Bank.
- 9.5 **Capital Income and Blended Funds:** To determine whether any money for the purposes of this Deed is to be considered as income or capital and what expenses ought to be paid out of income and capital respectively and also to apportion payments and every such

determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund and income thereof.

- 9.6 **Shareholders' Powers:** To exercise the voting powers attaching to any shares in the Company forming part of the Trust Fund in accordance with the resolutions of Beneficiaries at meetings held in accordance with clause 13 including without limitation any decision to approve a Major Transaction (as that term is defined in the constitution of the Company) and to exercise as the Trustees in their absolute discretion think fit the power to appoint and remove Directors, the power to set the Directors' remuneration and the right of approval or modification to the statement of corporate intent.
- 9.7 **Reorganisation, Reconstruction, Merger, etc:** Subject to Clause 9.6, to consider any recommendations made by the Directors on any proposal relating to any reconstruction or amalgamation or merger of the Company or any sale of the business of the Company or any material part thereof or any modification of the rights of shareholders or any increase or reduction of capital or other dealing with such shares and after giving due consideration to the recommendations of the Directors to make a decision in respect of any such proposal as the Trustees may consider shall be for the benefit of or in the interests of the Trust Fund.
- 9.8 **Receiving Donations:** To receive donations to the Trust from any person or persons. The receipt of donations may be made on conditions stipulated by the Trustees but those conditions shall not be at variance with the purpose of the Trust or the terms of this Deed.
- 9.9 **Determining Questions:** To determine all questions and matters of doubt which may arise in the course of the trusteeship of this Trust.

10 POWERS OF INVESTMENT

- 10.1 The power to invest conferred by Trustees by section 13A(l) of the Trustee Act is hereby excluded.
- 10.2 The Trustees may invest all or any of the Trust Fund held by it under this Deed, either alone or in common with any other person or persons, in all or any of the following investments:
- (a) shares or other equity securities or debt securities of the Company;
 - (b) the stock, funds or other securities of the New Zealand Government;
 - (c) interest bearing deposit accounts with any Bank.
- 10.3 The Trustees may hold all or any part of the Trust Fund un-invested in accordance with clause 10.2 for any period or periods for the purpose of:
- (a) accumulating sufficient funds for the purposes of investment; or
 - (b) holding sufficient funds to meet payments as they fall due.
- 10.4 Notwithstanding the provisions of section 13C of the Trustee Act and the likelihood that Trustees will be 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 not be that required of such persons by the said section 13C but shall at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

10.5 Notwithstanding anything in this Deed, no Trustee shall be liable for any breach of trust in respect of any duty to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others or 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:

- (i) the investments of the Trust Fund are not diversified; and
- (ii) the Company does not pay a dividend.

11 ADVICE OF COUNSEL

Without derogating from the generality of the foregoing powers, the Trustee is 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 Trustee from applying to the Court should the Trustee think fit.

12 DUTIES OF TRUSTEES

The Trustees shall:

- 12.1 Ensure (to the extent of any powers reasonably available to the Trustees) that the Directors comply with the decisions made by Beneficiaries at any meeting of Beneficiaries held in accordance with clause 13.
- 12.2 After the end of each Financial Year cause to be prepared financial statements including a balance sheet and income and expenditure account and notes to those documents giving a true and fair view of the financial affairs of the trust for that Financial Year together with such other reports and accounts as shall be required under section 46A of the Energy Companies Act.
- 12.3 Appoint from time to time on such terms as they think fit as auditor of the Trust a person who is either:
 - (a) a member of the New Zealand Institute of Chartered Accountants; or
 - (b) a member, fellow, or associate of an association of accountants constituted in some part of the Commonwealth outside New Zealand and for the time being approved for the purpose of the audit of company accounts under section 207P of the Companies Act 1993.
- 12.4 Ensure that the financial statements are audited.
- 12.5 Immediately upon completion of the audit of the financial statements insert advertisements in a principal newspaper or newspapers circulating in the District, notice that the statements are available for public inspection at the office of the Trust.
- 12.6 Make the financial statements available to the public in accordance with clause 14.

- 12.7 At the annual meeting held in accordance with clause 13, report on the operation of the Trust during the preceding Financial Year, the financial statements of Trust for that Financial Year and the Company's compliance with the statement of corporate intent.
- 12.8 Cause any draft statement of corporate intent to be made available in accordance with clause 14 and make comments on such draft statement of corporate intent to the Directors within one month from the date of delivery of such statement to the Trustees.
- 12.9 Make any completed statement of corporate intent available to the Beneficiaries in accordance with Clause 13.
- 12.10 Exercise where appropriate the right to require any modification of the statement of corporate intent in accordance with section 40(2) of the Act subject always to the requirements of section 40(3) of the Act.
- 12.11 Make a copy of this Deed available to Beneficiaries in accordance with clause 14.
- 12.12 Appoint an Advisory Trustee in accordance with Clause 20.

13 MEETINGS OF BENEFICIARIES

13.1

- (a) Beneficiaries: At the request of the Trustees or of one thousand (1,000) Beneficiaries, the Trustees shall summon a meeting of Beneficiaries for the purpose of giving directions to the Trustees in relation to the exercise of its powers under this Deed and applicable law or for the purpose of discussing any matter relating to the Trustees' rights, powers, duties and objects or its performance under this Deed or any matter affecting the ownership of the Company.
- (b) Company: At any time either the Trustees or the Company may summon a meeting of Beneficiaries to consider such business as shall be placed before such meeting.
- (c) Other rules: The Trustees may approve supplemental rules or procedures for meetings of Beneficiaries and/or variations to the rules and procedures applying to such meetings set out in schedule 2.

13.2 Within four months after the end of each Financial Year, the Trustees shall hold a meeting of the Beneficiaries which shall be held prior to the annual general meeting of the Company. The meeting shall be conducted in accordance with the regulations contained in schedule 2. In respect of matters other than appointment of Directors and setting the remuneration of the Directors the Trustees shall exercise their votes at the annual general meeting in accordance with the resolutions passed by the Beneficiaries at the Beneficiaries' meeting.

13.3 The Trustees shall hold special meetings at the times required in accordance with clause 4.3 and shall hold a special meeting no later than 30 July 1993 at which Trustees shall be elected in accordance with Rule 2 of Schedule 1 and at which the Directors shall be invited to report to Beneficiaries on the final year of operation of the Board.

14 INFORMATION TO BENEFICIARIES

For the purpose of complying with any requirement under this Deed to make any document or information available to the Beneficiaries, it shall be sufficient for the Trustees to make

such document or information available for inspection at any office of the Trust or any office of the Company or on the website www.electratrust.co.nz.

15 VARIATION TO TRUST DEED

- 15.1 This Deed may be altered or amended only by resolution of the Beneficiaries that has received the affirmative vote of not less than seventy-five (75) percent in number of the Beneficiaries voting on a poll (to be held and conducted in such manner as is specified in Schedule 2 and otherwise as the Trustees may determine).
- 15.2 Notwithstanding clause 15.1, 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) sell, transfer or dispose of the shares in accordance with clause 4; or
 - (b) vote in favour of any disposal of assets of the Company.

16 WINDING UP OF TRUST

- 16.1 The Trust may be wound up voluntarily if seventy five (75) percent of the Beneficiaries voting on a poll (to be held and conducted in such manner as is specified in Schedule 2 and otherwise as the Trustees may determine) pass a resolution requiring the Trust to be wound up, and the Beneficiaries have been notified in advance of the meeting that such a resolution will be considered.
- 16.2 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 April 2072, the provisions of clause 16.3 shall apply as if the resolution had been passed and all assets of the Trust were surplus assets.
- 16.3 On the winding up of the Trust, all surplus assets after the payment of all costs, debts and liabilities shall be paid, applied or appropriated to the persons, and in the manner, specified in clause 6.2.

17 INTERESTED TRUSTEES

- 17.1 The Trustees shall not be employed in the service of or hold any office in or become a director of the Company.
- 17.2 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 Beneficiary or as a member, officer, or employee of any firm, company or organisation that is a Beneficiary) shall disclose the nature of that interest at a meeting of the Trustees and such disclosure shall be recorded in the minutes of the meeting.
- 17.3 A Trustee required to disclose an interest by Clause 17.2 may be counted in a quorum present at a meeting but shall not vote in respect of the matter in which the Trustee is interested (and if the Trustee does so the vote shall not be counted) provided that the Trustee may be expressly permitted to vote by a unanimous vote of the other Trustees present given after the disclosure of the interest.
- 17.4 If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by the Trustee

voluntarily agreeing to abstain from voting, such question shall be referred to the Chairperson of the meeting and his or her ruling in relation to any such Trustee shall 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.

18 LIABILITY

- 18.1 No Trustee acting or purporting to act in the execution of the trusts of this Deed shall be liable for any loss not attributable to his or her own dishonesty or to the willful commission or omission by him or her of an act where such commission or omission is known by him or her to be a breach of trust and in particular no Trustee shall be bound to take or be liable for failure to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by -such co-Trustee.
- 18.2 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.

19 INDEMNITY

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 under this Deed and in respect of any expenses incurred by him or her in the management and administration of the Trust Fund unless such loss or liability is attributable to his or her dishonesty or to the willful commission of an act known to him or her to be a breach of trust or to the willful omission by him or her of any act when that omission is known by him or her to be a breach of trust.

20 ADVISORY TRUSTEE

- 20.1 The Trustees shall no later than one month after the execution of this Deed appoint a Trustee Corporation as an Advisory Trustee and shall ensure that an Advisory Trustee is appointed throughout the term of the Trust. The Trustees shall consult with such Advisory Trustee prior to exercising any of the powers of Trustees including without limitation:
- (a) any distributions of income in accordance with Clause 5;
 - (b) the power of appointment or removal of Directors;
 - (c) the power to require modifications to the statement of corporate intent;
 - (d) any proposal to amend the Trust Deed or terminate the Trust;
 - (e) any powers as shareholders in respect of which the Beneficiaries have not voted.
- 20.2 The Trustees shall be entitled to agree with the Advisory Trustee the remuneration payable to such Advisory Trustee provided however that the Trustees must separately account to the Beneficiaries on the remuneration so paid in the financial statements of the Trust.

21 NOTICES

21.1 Any notice to Beneficiaries shall be in writing and may be signed by or on behalf of the Company by an officer, employee, agent, attorney or solicitor thereof, or by the Trustee. Any notice so served will be deemed to be duly given:

- (a) **By facsimile:** if delivered by facsimile, when receipt is confirmed;
- (b) **By post:** if delivery by post, on the fourth business day following the date of posting; or
- (c) **By e-mail:** if sent by e-mail.

EXECUTED as a deed

SIGNED by)
CHRIS TURVER)
as a Trustee in the presence of:)

Name:
Address:
Description:

SIGNED by)
GEORGE SUE)
as a Trustee in the presence of:)

Name:
Address:
Description:

SIGNED by)
LINDSAY ROBERT BURNELL)
as a Trustee in the presence of:)

Name:
Address:
Description:

SIGNED by)
ANN CHAPMAN)
as a Trustee in the presence of:)

Name:
Address:
Description:

SIGNED by)
RAY LATHAM)
as a Trustee in the presence of:)

Name:
Address:
Description:

SIGNED by)
SHARON CROSBIE)
as a Trustee in the presence of:)

Name:
Address:
Description:

SCHEDULE ONE

RULES GOVERNING THE ELECTION, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES

1 INTERPRETATION

These rules (the "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 I- CONSTITUTION OF TRUSTEES

2 ELECTION OF TRUSTEES

- 2.1 The first Trustees of the Trust shall be the persons signing the Deed as Trustees. Such Trustees shall retire from office on the day following the special meeting of the Trust to be held in accordance with Clause 13.3 of the Deed.
- 2.2 No later than 1 May 1993 the Trustees shall send a notice to each Beneficiary inviting nominations for election as a Trustee. The notice shall specify that any nominations must be made in writing and signed by the Beneficiary nominating the person and twenty (20) other Beneficiaries and the nomination must also be signed by the person nominated as a Trustee, indicating his or her willingness to be elected. Nominations must be made by 1 June 1993 and the elections for Trustees will be held by postal vote in accordance with Rule 2.7 except that the election shall be held no later than 1 July 1993. The first Trustees shall be eligible for re-election as a Trustee.
- 2.3 Thereafter two Trustees elected in accordance with this Rule shall retire by rotation each year on the day following the elections carried out by postal or electronic vote in accordance with Rule 2.7. The Trustees to retire in the first two years shall (unless they agree otherwise amongst themselves) be determined by lot.

Thereafter the Trustees to retire shall be those who have been longest in office since the last election and in the case of two or more Trustees holding office for the same length of time those to retire shall (unless they agree otherwise amongst themselves) be determined by lot.
- 2.4 Subject to Rule 2.2 the Trustees shall arrange an election each year to be held prior to the annual meeting of Beneficiaries. Voting shall be by postal or electronic vote and the results of each such election shall be announced at the annual meeting of the Beneficiaries. The retiring Trustees shall retire from office and the new Trustees shall hold office with effect from the day following the annual general meeting of the Company.
- 2.5 Any Trustee appointed in accordance with Rule 2.11 shall hold office only until the next following election and shall then be eligible for re-election but shall not be taken into account in determining the Trustees who are to retire by rotation at that election.

- 2.6 Prior to the end of each Financial Year the Trustees shall send a notice to each Beneficiary:
- (a) naming the Trustees who will be retiring at the next election:
 - (b) if the Trustees have the information available, indicating which of those Trustees will be seeking re-election;
 - (c) Inviting Beneficiaries to nominate persons as Trustees.

The notice shall also state that any nominations must be made no later than 1 May and that each nomination shall be made in writing and signed by the Beneficiary nominating the person and twenty (20) other Beneficiaries and also be signed by the person nominated as a Trustee, indicating his or her willingness to be elected. A retiring Trustee shall be eligible for re-election.

- 2.7 No later than 1 June in each year the Trustees shall arrange for a postal or electronic vote of Beneficiaries to be held to elect the Trustees to replace retiring Trustees.

- 2.8 The postal or electronic vote shall be held in accordance with the following provisions:

- (a) Those eligible to vote shall be Beneficiaries of the Company as at a date to be designated by the Trustees to be no later than 31 January in the year of the election;
- (b) On the basis of the records of the Company the Trustees shall compile a roll of those entitled to vote which shall be made available for inspection by Beneficiaries in accordance with Clause 14;
- (c) The Trustees shall appoint a suitably qualified person, organisation or entity as a returning officer for the purposes of each election;
- (d) If the number of candidates does not exceed the number of vacancies to be filled, the candidate or candidates shall be duly elected as Trustees and the Beneficiaries shall be notified in accordance with Clause 14;
- (e) As soon as practicable but no later than 1 June in the year in which the election is to be held, the returning officer shall, subject to clause 2.8A, to each Beneficiary eligible to vote, either:
 - (i) forward by post, at the address shown on the roll, one voting paper in respect of the election of Trustees together with an envelope stamped and addressed to the returning officer and details of the returning officer's e-mail address; or
 - (ii) e-mail one voting paper in respect of the election of Trustees and details of the postal address of the returning officer and the returning officer's e-mail address.
- (f) Where the Consumer is not a natural person, the Beneficiary shall appoint a natural person to exercise the Beneficiary's vote on its behalf;
- (g) No voting paper shall be valid unless it is delivered to the returning officer, either to the returning office's postal address or the returning officer's e-mail, by the date specified for the close of voting to be not less than two weeks after posting and e-mailing of the voting papers;

- (h) the returning officer shall be entitled to open voting papers as they arrive. As voting papers arrive and are opened, the returning officer shall make arrangements for an official count of the votes. Any candidate for election as a Trustee shall be entitled to appoint a representative to attend the official count;
- (i) When all the voting papers have been dealt with the returning officer shall notify the Beneficiaries of the result in accordance with Clause 14 and at the annual meeting of the Beneficiaries. Where there is an equality of votes between candidates the returning officer shall determine by lot the candidate to be elected.
- (j) Each candidate shall be given an opportunity to provide information to Beneficiaries about his or her qualifications and expertise to be elected as a Trustee and such details, to be no longer than 100 words in length, shall together with a photograph of the candidate be sent to each Beneficiary with the voting papers.

2.8A Any Beneficiary with an e-mail address on the roll will receive a voting paper by e-mail only if requested.

2.9 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 189 of the Companies Act 1955 applies;
- (e) a person who is mentally disordered within the meaning of the Mental Health Act 1969;
- (f) a person who is not a parliamentary elector for the purposes of the Electoral Act 1956;
- (g) a person who is holding office as a director of or is employed by the Company;
- (h) a person who is not a Beneficiary.

2.10 Except for the first Trustees the number of Trustees shall be six.

2.11 Where by reason of any vacancy, the number of Trustees is reduced below six, the remaining Trustees may, on the advice of the Advisory Trustee appoint some other eligible person to be a Trustee for the balance of the term of office.

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 election until the date of their retirement in accordance with Rule 2.1.

4 REMUNERATION AND EXPENSES OF TRUSTEES

- 4.1 **Remuneration:** The Trustees shall be entitled in each Financial Year to such reasonable remuneration for their services having regard to their duties and responsibilities as the Beneficiaries agree at the annual meeting of Beneficiaries held in accordance with Clause 13 provided however that the first Trustees shall be paid the amount specified in the Act for remuneration of the interim trustees.
- 4.2 **Expenses:** The Trustees shall be entitled to be indemnified by and reimbursed for any reasonable expenses incurred by them in the exercise of their powers and duties under this Deed. At each annual meeting of Beneficiaries, the Trustees shall report separately on the sums paid to the Trustees in accordance with this Rule 4.
- 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 be paid out of the Trust Fund provided however that pending receipt of any income by the Trust the Company may advance sums to the Trust which sums shall be repaid upon receipt by the Trust of any income.

5 DELEGATION BY TRUSTEES

The 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 all or any trusts, powers, authorities and discretions vested in them as the Trustees 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.

7 QUORUM AND RESOLUTIONS

A quorum at meetings of the Trustees shall comprise five Trustees if the number of Trustees holding office is six. In all other cases the quorum shall be one less than the number of Trustees then holding office provided however that the quorum shall never be less than four Trustees. Any resolutions of the Trustees shall be passed by a majority vote of Trustees present at a meeting.

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 Chairperson, 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 commences or has commenced against it proceedings for liquidation, receivership or statutory management, becomes bankrupt or enters into a composition or assignment for the benefit of its creditors;

8.5 is convicted of any indictable offence; or

8.6 is absent without leave for three consecutive ordinary meetings of Trustees.

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 the 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.

13 SPECIAL MEETINGS

Three Trustees may at any time summon a special meeting for any reason deemed by them to justify the same.

14 NOTICE OF MEETINGS

Notice in writing of every meeting whether ordinary or special shall be delivered or sent by post or e-mail to each Trustee by the secretary (or other person acting under the direction of the Trustees) or (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. No notice shall be necessary for adjourned meetings except to Trustees not present when the meeting was adjourned.

15 CONTENT OF NOTICE

Every notice of meeting shall state the place, day and hour of the meeting and every notice of a special meeting shall state the matters to be discussed at that meeting. Notice of any general or special meeting may be abridged or waived if all the Trustees who are for the time being in New Zealand consent in writing to such abridgement or waiver.

16 ADJOURNMENT

If a quorum is not present within thirty minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting. Any meeting may be adjourned by the chairperson upon the adoption of a resolution for its adjournment.

17 COMMITTEES

The Trustees may from time to time appoint any one or more members of their body 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 the performance of any duty or function which in the opinion of the Trustee will further the purposes and objects of the Trust. Subject to these 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 comprise a majority of its members for the time being.

18 MINUTES

- 18.1 A Minute Book shall be provided and kept by the Trustees and all proceedings of the Trustees shall be entered in the Minute Book.
- 18.2 Any such minute if purporting to be signed by the chairperson of the meeting at which the proceedings were had or by the chairperson of the next succeeding meeting shall be evidence of the proceedings.
- 18.3 Where minutes have been made in accordance with the provisions of this Rule of the proceedings at any meeting of Trustees then until the contrary is proved the meeting shall be deemed duly held and convened and all proceedings at that meeting to have been duly convened.

19 RESOLUTIONS IN WRITING

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

20 MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS

For the purposes of these 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 or other electronic means so long as 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 or other electronic means and to be linked by telephone or other electronic means for the purposes of such meeting. Notice of such meeting may be given by telephone or other electronic means;
- 20.2 Each of the participants taking part in the meeting by telephone or other electronic means, and the secretary or person acting secretarially, must be able to hear each of the others taking part at the commencement of the meeting;
- 20.3 At the commencement of the meeting each participant must acknowledge his or her presence for the purpose of such meeting to all the others taking part;

- 20.4 A participant may not leave the meeting by disconnecting his or her telephone or relevant electronic connection without having previously obtained the express consent of the chairperson of the meeting and shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or other electronic means unless having obtained the express consent of the chairperson to leave the meeting as aforesaid;
- 20.5 A minute of the proceedings at such meeting by telephone or other electronic shall 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 secretarially.

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.

22 EXECUTION OF DOCUMENTS

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

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 TWO

MEETINGS OF BENEFICIARIES

1. Interpretation: In this schedule, unless the context otherwise requires:
 - (a) "Appointed Time" means the day and time at which any Meeting is due to be held;
 - (b) "Extraordinary Resolution" means a resolution duly passed at a duly convened Meeting by not less than seventy five (75) per cent. of Beneficiaries voting on a poll;
 - (c) "Resolution" means a resolution duly passed at a duly convened Meeting by not less than a majority in numbers of Beneficiaries voting on a poll;
 - (d) "Meeting" means a meeting of Beneficiaries duly convened and held or to be duly convened and held in accordance with this schedule and includes an adjourned meeting;
 - (e) "Notice" means a written notice given or to be given either by post or e-mail in accordance with this schedule convening a Meeting (including an adjourned meeting);
 - (f) "Vote Closing Time" means forty-eight (48) hours before the Appointed Time of the relevant Meeting;
 - (g) "Representative" means a person authorised by a Beneficiary to attend and vote on his or her behalf at a meeting by a power of attorney or, in the case of corporate Beneficiary, pursuant to statute or its constitution.
2. Convening a Meeting:
 - (a) The Trustees or the Company may at any time, and, if so requested in writing by Beneficiaries representing not less than one thousand (1,000) of the total number of Beneficiaries, the Trustee shall, convene a Meeting. Any such request shall state the nature of the business proposed to be dealt with at the Meeting.
 - (b) Whenever the Company is about to convene a Meeting it shall forthwith advise the Trustees in writing of the proposed place and Appointed Time thereof and the nature of the business to be transacted and procure the prior approval in writing of the Trustees to the Notice and any other documents to be sent to Beneficiaries (such approval not to be unreasonably withheld or delayed) and, if the Trustees reasonably require, shall include with such documents any statement the Trustees require to make in relation to the Meeting and the business thereof.
3. Place of Meeting: Each Meeting shall be held at such place as the Trustees determine, or in the case of a Meeting convened by the Company, as the Trustees may approve (such approval not to be unreasonably withheld or delayed).
4. Notice of Meeting:
 - (a) At least fourteen (14) days' notice of every Meeting (exclusive of the day of dispatch of the Notice and the following day and the day of the Meeting) shall be given to:

- (i) every Beneficiary as at the close of business ten (10) business days prior to the date of dispatch of the Notice; and
 - (ii) the Trustees, if the Company has convened the relevant Meeting, and vice versa.
- (b) The Notice shall specify the place and Appointed Time of the Meeting and the general nature of the business to be transacted and in the case of the annual general meeting held in accordance with clause 13.2 the Notice shall also contain a form of postal or electronic vote substantially in the form of schedule 3 to this Deed and in the case of a resolution to be passed as an Extraordinary Resolution the text of the proposed resolution shall be set out in the Notice or form of postal or electronic vote. Notices and forms of postal or electronic votes sent in accordance with Clause 4.3 shall specify the matters upon which the Beneficiaries will be invited to vote.
- (c) Notices shall be given by posting such notices to Beneficiaries at the address for the delivery of accounts to Beneficiaries held in the books of the Company or to the e-mail address of Beneficiaries noted on the roll.
- (d) At least seven (7) days' notice of any adjourned Meeting at which an Extraordinary Resolution is to be proposed shall be given in the same manner as the Notice convening the original Meeting and such Notice shall state the requisite quorum. No Notice of any other adjourned Meeting need be given.
- (e) The accidental omission to give Notice to, or the non-receipt of Notice by, any Beneficiary entitled thereto shall not invalidate the proceedings at any Meeting.

5. Quorum:

- (a) No business shall be transacted at any Meeting unless the requisite quorum is present at the commencement of business.
- (b) The quorum for passing a Resolution shall, at the Meeting at which such Resolution is first proposed, be twenty (20) Beneficiaries present in person or by Representative and, at any adjourned Meeting at which the relevant Resolution is subsequently proposed, and at any other Meeting, shall be twenty (20) Beneficiaries present in person or by Representative provided however that any Representative at any meeting shall count only as one (1) Beneficiary for the purpose of calculating the quorum for the meeting.
- (c) The quorum for passing an Extraordinary Resolution shall, at the Meeting at which such Extraordinary Resolution is first proposed, be twenty (20) Beneficiaries present in person or by Representative and, at any adjourned Meeting to which the relevant Resolution is subsequently proposed, shall be twenty (20) Beneficiaries present in person or by Representative provided however that any Representative at any Meeting shall count only as one (1) Beneficiary for the purpose of calculating the quorum for the Meeting.
- (d) If within fifteen (15) minutes after the Appointed Time, or such longer time, not exceeding thirty (30) minutes, as the chairperson of the Meeting shall decide, a quorum is not present the Meeting, if convened upon the request of Beneficiaries, shall be dissolved. Otherwise it shall be adjourned to such day and time, being not less than seven (7) days thereafter, and to such place as may be decided by the chairperson.

6. Chairperson of Meeting: The chairperson of each Meeting shall be nominated in writing by the Trustees, failing which, or if such nominee is not present within fifteen (15) minutes after the Appointed Time, the Chairperson of the Trustees shall be the chairperson.
7. Speaking Rights: Any director or officer of, or other person authorised in that behalf by, the Trustees or the Company may attend any Meeting and speak thereat.
8. Adjournments:
 - (a) The chairperson may with the consent of any Meeting at which a quorum is present, and if so directed by any Meeting shall, adjourn such Meeting from time to time and from place to place.
 - (b) No business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.
9. Voting rights:
 - (a) The only Beneficiaries entitled to vote at a Meeting shall be those entered as Beneficiaries in the books of the Company as at the Vote Closing Time or the personal representative or assignee in bankruptcy of any such Beneficiary or their respective Representatives. The presence of any such person shall, for all purposes, be deemed to be the presence in person of the Beneficiary concerned.
 - (b) A Representative need not be a Beneficiary and shall have power generally to act at the Meeting as though he was the Beneficiary by whom he is appointed.
10. Closure of Books: For the purpose of establishing voting entitlements at a Meeting the books of the Company shall be closed as at 12am (midnight) on 31 January of the year of the Meeting.
11. Postal or Electronic Vote:
 - (a) Postal Votes: shall be in writing in the form sent to each Beneficiary and signed by the Beneficiary or his duly authorised attorney or, if the Beneficiary is a Company, executed under its seal or signed on its behalf by a duly authorised officer or attorney (but need not be witnessed), and shall, unless the contrary is stated thereon, also be valid for any adjournment of the Meeting held within twelve months of the relevant Appointed Time at which the matters voted on are discussed; or
 - (b) Electronic Votes: shall be transmitted by electronic vote in a form and method approved by the Trustees.
- 11A The form and method of electronic vote shall be approved by a majority of Trustees.
- 11B Should a Beneficiary be noted on the register in the name of a trust, the Trustees shall be entitled to rely on all reasonable evidence that a signatory is duly authorised to act for and on behalf of said trust.
12. Evidence of appointment of Representatives: Representatives appointed by power of attorney and Representatives appointed by corporate Beneficiaries pursuant to section 180 of the Companies Act 1993 or the constitution of the relevant Company must produce evidence of their appointment and authority before the Appointed Time.

13. Voting and Polls:

- (a) All resolutions put to the vote at a Meeting shall be decided on a poll.
- (b) At each Meeting each Beneficiary who or which has voted by postal or electronic vote or present in person or by Representative shall on a poll have one vote.
- (c) In the case of an equality of votes, the chairperson of the Meeting shall have a casting vote in addition to the votes (if any) which he may be entitled to exercise as a Beneficiary or as a Representative of Beneficiary.
- (d) Votes may be given either personally by postal or electronic vote, or by Representative. A person entitled to more than one vote need not cast all votes in the same way.
- (e) In the case of joint Beneficiaries the vote of either Beneficiary, whether in person by postal or electronic vote or by Representative, shall be accepted to the exclusion of the votes of the other joint Beneficiaries.
- (f) A vote given in accordance with the terms of a power of attorney, postal or electronic vote or other instrument shall be valid notwithstanding the previous death, insanity or (in the case of a company) liquidation of the principal or revocation of the proxy, power of attorney or other instrument or of the authority under which the same was executed or by the Beneficiary ceasing to be a Beneficiary so long as no intimation in writing of such death, insanity, liquidation, revocation or ceasing to be a Beneficiary is received by the Company at its registered office before the Appointed Time of the Meeting at which the relevant instrument is used.

14. Powers Exercisable by Extraordinary or Ordinary Resolution:

- (a) In accordance with the terms of the Trust Deed an Extraordinary Resolution shall be required to:
 - (i) vary the terms of the Deed in accordance with clause 15 of the Deed;
 - (ii) wind up the Trust in accordance with clause 16 of the Deed.

All other decisions relating to the Deed made at any Meeting shall be made by an ordinary resolution.

- (b) Any resolution (whether an Extraordinary resolution or an ordinary resolution) duly passed by a poll at a duly convened Meeting shall be binding upon all the Beneficiaries whether present or not or entitled to be present or not at the Meeting and the Beneficiaries and the Trustees, shall be bound to give effect thereto in accordance with its terms and the passing of any such resolution shall, as between the Trustees and the Beneficiaries, be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall be for the Meeting to determine (without appeal) whether or not the circumstances justify the passing of any such resolution.

15. Minutes of Meetings: Minutes of all resolutions and proceedings at every Meeting shall be made by the Trustees or, or by some person appointed by the chairperson of such Meeting, and entered in books from time to time provided for that purpose by the Trustees and any such minutes, if purporting to be signed by the chairperson of the Meeting at which such

resolutions were passed or proceedings had or by the chairperson of the next succeeding Meeting of Beneficiaries, shall be prima facie evidence of the matters therein stated and, until the contrary is proved, every such Meeting, in respect of the proceedings of which minutes have been made, shall be deemed to have been duly held and convened and all resolutions passed or proceedings thereat to have been duly passed and conducted. Copies of such minutes shall be furnished by the Trustees to the Company as soon as practicable after the holding of the Meeting to which they refer.

16. Participation by Electronic Means: For the purposes of this schedule, a Beneficiary eligible to vote, or the Beneficiary's proxy or representative, may participate in a meeting by means of audio, audio and visual, or electronic means if—
- (a) the Trustee approves those means; and
 - (b) the Beneficiary, proxy, or representative complies with any conditions imposed by the Trustees in relation to the use of those means (including, for example, conditions relating to the identity of the Beneficiary, proxy, or representative and that person's approval or authentication (including electronic authentication) of the information communicated by electronic means).

To avoid doubt, participation in a meeting includes participation in any manner specified in this deed or permitted by the constitution of the Company.

Instructions

1. Joint account holders should all sign this form. Companies should execute this form under common seal or by an officer or attorney duly authorised. If this form is executed under a power of attorney, a certificate of non-revocation of power of attorney should be completed. The power of attorney should be sent with this form if it has not already been noted by the Company.
2. This form will be invalid if no vote is made on any particular resolution although votes will be registered in respect of matters on which a vote has been cast.