

DEED OF TRUST

**TE NEHENEHENUI
TRUST DEED**

DATED

2021

Ko tō tātou whare ko Te Nehenehenui

Table of Contents

PREAMBLE	1
INTRODUCTION	2
TERMS OF TRUST	2
1. DEFINITIONS AND INTERPRETATIONS.....	2
2. ESTABLISHMENT, PURPOSE AND POWERS.....	11
3. ESTABLISHMENT TRUSTEES AND ESTABLISHMENT PERIOD	14
4. APPOINTMENT AND RESPONSIBILITIES OF TRUSTEES	16
5. INTERN TRUSTEE.....	22
6. RŌPŪ WHAKAHAERE	23
7. TE RŌPŪ KAUMĀTUA	25
8. TE RŌPŪ RANGATAHI	26
9. NGĀ AKA WHAWHAU	27
10. CHIEF EXECUTIVE AND EMPLOYEES	27
11. ESTABLISHMENT OF TRUST ENTITIES	28
12. STRATEGIC GOVERNANCE.....	31
13. APPLICATION OF INCOME AND CAPITAL.....	32
14. PLANS	34
15. ANNUAL REPORTS, ACCOUNTS AND AUDITOR	35
16. TRUST ENTITIES TO PREPARE PLANS AND REPORTS.....	37
17. DISCLOSURE OF PLANS, REPORTS AND MINUTES	40
18. NO DISCLOSURE OF SENSITIVE INFORMATION	40
19. GENERAL MEETINGS	41
20. DISCLOSURE OF INTERESTS	45
21. PROHIBITION OF BENEFIT OR ADVANTAGE	47
22. MANIAPOTO NOT TO BE BROUGHT INTO DISREPUTE	47
23. GIFTS OR DONATIONS	48
24. RECEIPTS FOR PAYMENTS.....	49

25. AMENDMENTS TO DEED	49
26. RESETTLEMENT	51
27. TERMINATION OF TRUST BY MEMBERS	51
28. PERPETUITY PERIOD	51
29. ARCHIVING OF RECORDS	52
30. DISPUTE RESOLUTION.....	52
31. REVIEW OF TRUST DEED	54
FIRST SCHEDULE - MANIAPOTO MEMBERSHIP REGISTER.....	60
SECOND SCHEDULE - ELECTION AND APPOINTMENT OF TRUSTEES	68
THIRD SCHEDULE - PROCEDURE FOR TRUSTEE MEETINGS.....	83
FOURTH SCHEDULE - PROCEDURE FOR SPECIAL RESOLUTIONS	92
FIFTH SCHEDULE - FISHERIES AND AQUACULTURE ASSETS.....	98
SIXTH SCHEDULE - WHARE O TE NEHENEHENUI MARAE GROUPINGS	101
SEVENTH SCHEDULE - RŌPŪ WHAKAHAERE MEMBERS	103
EIGHTH SCHEDULE - ADDITION OR REMOVAL OF MARAE	108
NINTH SCHEDULE - MATTERS RELEVANT TO THE CLAIMANT DEFINITION	110

TRUST DEED OF TE NEHENEHENUI

Executed as a deed on the _____ day of _____ 2021

PREAMBLE

- A.** By deed of settlement dated [_____] Maniapoto and the Crown agreed the terms of the settlement of the historical Treaty of Waitangi claims of Maniapoto ("**Deed of Settlement**").
- B.** As part of the Deed of Settlement it is necessary for a Maniapoto post-settlement governance entity to be established to implement the terms of the settlement, and receive and manage the settlement redress, on behalf and for the benefit of Maniapoto.
- C.** As at the date of this Deed, three entities exist which represent the interests of Maniapoto as a whole in different capacities, including:
- (a) the Maniapoto Māori Trust Board (**Trust Board**), which was established under the Maniapoto Māori Trust Board Act 1988 and is a Māori Trust Board under the Māori Trust Boards Act 1955;
 - (b) the Maniapoto Fisheries Trust, which is the mandated iwi organisation and iwi aquaculture organisation for Maniapoto under the Māori Fisheries Act 2004 and the Māori Commercial Aquaculture Claims Settlement Act 2004 and holds and manages fisheries settlement assets on behalf of and for the benefit of Maniapoto; and
 - (c) Te Kupenga o Maniapoto Limited, the asset-holding company which is owned by the Trust Board and holds and manages Settlement Quota and Income Shares.
- D.** The terms of the Deed of Settlement will involve the repeal of the Maniapoto Māori Trust Board Act 1988, the dissolution of the Trust Board and Maniapoto Fisheries Trust and the vesting of their assets in a new Maniapoto governance entity.
- E.** It is therefore desired to establish a new governance entity for Maniapoto that will:
- (a) be the post-settlement governance entity for the purpose of the settlement of

the historical Treaty of Waitangi claims of Maniapoto contained in the Deed of Settlement;

- (b) be the mandated iwi organisation and iwi aquaculture organisation of Maniapoto under the Māori Fisheries Act 2004 and the Māori Commercial Aquaculture Claims Settlement Act 2004; and
- (c) in so doing, act on behalf and in the beneficial interests of Maniapoto to:
 - (i) advance the cultural, social, environmental and economic aspirations of Maniapoto;
 - (ii) uphold and protect the mana whakahaere of Maniapoto; and
 - (iii) empower the mana of Maniapoto.

INTRODUCTION

This Trust Deed sets out the purposes and powers, and provides for the governance, control and operation, of Te Nehenehenui.

TERMS OF TRUST

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

“Adult Member” means a Member who is 18 years of age or over.

“Adult Registered Member” means a Member identified on the Register as being 18 years of age or over.

“Annual Plan” means the annual plan of the Trust that is prepared in accordance with *clause 14.1*.

“Annual Report” means the annual report of the Maniapoto Group that is prepared by the Trustees in accordance with *clause 15.1*.

“Asset-Holding Company” has the meaning given to it in the Māori Fisheries Act 2004.

“Aquaculture Assets” means assets received by the Trust in its capacity as an Iwi Aquaculture Organisation under the Māori Commercial Aquaculture Claims Settlement Act 2004.

“Balance Date” means 31 March or any other date that the Trustees by resolution adopt as the date up to which the Trust’s financial statements are to be made in each year.

“Business Day” means any day on which registered banks are open for business in Hamilton.

“Chairperson” means the chairperson from time to time of the Trust appointed by the Trustees in accordance with *rule 2* of the Third Schedule.

“Chief Executive” means the person appointed in accordance with *clause 10.1*.

“Commercial Activities” means any activity carried out in pursuit of the Trust Purpose that has as its principal objective the generation of sustainable financial or economic returns including without limitation the management and administration of the Trust Assets.

“Consolidated Financial Statements” means the consolidated financial statements of the Maniapoto Group prepared by the Trustees in accordance with *clause 15.1*.

“Customary Rights” means rights exercised according to te tikanga o Maniapoto (Maniapoto customary values and practices), including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

“Deed” and **“Trust Deed”** mean this deed of trust and include the background and schedules to this deed.

“Deed of Settlement” means the deed that will be entered into between the mandated body for Maniapoto and the Crown regarding the settlement of the Maniapoto Claims.

“Deputy Chairperson” means the deputy chairperson from time to time of the Trust if one is appointed in accordance with *rule 2* of the Third Schedule.

“Descended” means that person is descended from another person by:

- (a) birth;
- (b) legal adoption; or
- (c) whāngai (Māori customary adoption) in accordance with te tikanga o Maniapoto.

“Disputes Committee” means a committee formed in accordance with *clauses 30.4 and 30.5*.

“Establishment Period” means the period of appointment of the Establishment Trustees being the period from the date of this Trust Deed until the date of the first Trustee elections in accordance with the procedure set out in the Second Schedule.

“Establishment Trustees” means the Trustees identified in *clause 3.1*.

“Fisheries Assets” means any assets, including Settlement Quota and Income Shares received by the Trust in its capacity as a Mandated Iwi Organisation under the Māori Fisheries Act 2004.

“Fishing Enterprise” means a fishing operation established in accordance with the Fifth Schedule to utilise the annual catch entitlement from any Settlement Quota.

“Five Year Strategic Plan” means the strategic plan of the Trust prepared in accordance with *clause 14.2*.

“General Meeting” means a general meeting held in accordance with *clause 19*.

“Income Shares” has the meaning given to it by the Māori Fisheries Act 2004.

“Income Year” means any year or accounting period beginning 1 April of one (1) calendar year and ending 31 March of the following calendar year or any other period that the Trustees by resolution adopt.

“Intern Trustee” means the Adult Registered Member for the time being appointed as an Intern Trustee by the Trustees in accordance with *clause 5.1*.

“Iwi Aquaculture Organisation” has the meaning given to it in the Māori Commercial Aquaculture Claims Settlement Act 2004.

“Iwi Registration Form” means the registration form prepared by the Trustees under *rule 3.1* of the First Schedule.

“Major Transaction” in relation to any member of the Maniapoto Group means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than half the value of the Trust Assets before the acquisition;
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than half the value of the Trust Assets before disposition; or
- (c) a transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Trust Assets before the transaction; and

but does not include:

- (d) any acquisition or receipt of Property by any member of the Maniapoto Group by gift;
- (e) any acquisition or receipt of Property by any member of the Maniapoto Group pursuant to the Maniapoto Deed of Settlement and Maniapoto Settlement Legislation or otherwise pursuant to the terms of any settlement between Maniapoto and the Crown;
- (f) any acquisition or receipt of Property by any member of the Maniapoto Group as a consequence of the wind-up or dissolution of, or otherwise from, the Maniapoto Māori Trust Board and Maniapoto Fisheries Trust;
- (g) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Assets (whether the Assets are held by the Trust or any other member of the Maniapoto Group);
- (h) any acquisition of Property by a member of the Maniapoto Group from any other member of the Maniapoto Group; or
- (i) any disposition of Property by a member of the Maniapoto Group to any other member of the Maniapoto Group.

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than half of the value of the Trust Assets for the purpose of securing the repayment of money or the performance of an obligation.

For the purposes of paragraphs (a) to (c) of this definition, the value of the Trust Assets shall be calculated based on the value of the assets of the Maniapoto Group.

“Mandated Iwi Organisation” has the meaning given to it by the Māori Fisheries Act 2004.

“Maniapoto” and **“Ngāti Maniapoto me ōna hapū maha”** mean:

- (a) the collective group composed of individuals who are descended from a Maniapoto tupuna; and
- (b) include those individuals; and
- (c) include every toronga o Maniapoto, to the extent that it is composed of individuals.

“Maniapoto Tupuna” means an individual who exercised Customary Rights:

- (a) predominantly in relation to the Maniapoto Area of Interest at any time after 6 February 1840; and
- (b) by virtue of being descended from:
 - (i) Rereahu, a descendant of Hoturoa, the commander of the Tainui waka; or
 - (ii) his children, namely, those listed in *Part 1* of the Ninth Schedule; or
 - (iii) either of the two contemporaries of Hoturoa also associated with the Tainui waka, namely:
 - (A) Hiaroa; and
 - (B) Rakataura; or
 - (iv) a recognised ancestor of any of the groups referred to in *Part 2* of the Ninth Schedule.

“Maniapoto Area of Interest” means the Area of Interest of Maniapoto as identified and defined in the Deed of Settlement.

“Maniapoto Claims” means Maniapoto historical claims against the Crown in respect of the Crown’s breaches of its obligations to Maniapoto under the Treaty of Waitangi, as identified in the Deed of Settlement.

“Maniapoto Group” means the Trust and any Trust Entity.

“Maniapoto Organisation” means an entity or trust that:

- (a) represents, or has as its beneficiaries, all or some of the Members;
- (b) does not represent, or have as a member, any person who is not a Member;
and
- (c) for the avoidance of doubt, includes a Trust Entity.

“Maniapoto Settlement Legislation” means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement, including any amendments to such Acts.

“Marae” means the marae (inclusive of papakainga) of Maniapoto listed in the Sixth Schedule of this Trust Deed, as amended from time to time.

“Member of Maniapoto” and **“Member”** means an individual referred to in paragraph (a) of the definition of Maniapoto.

“Ngā Aka Whawhau” means the committee or committees appointed in accordance with *clause 9*.

“Ngā Kura Rere” means the Trustees generally elected or appointed as Trustees from time to time in accordance with the Second Schedule by the Adult Registered Members

“Ngā Kura Tau” means the Trustees regionally elected or appointed as Trustees from time to time in accordance with the Second Schedule, by the Adult Registered Members affiliated with the relevant Whare o Te Nehenehenui.

“Ngā toronga o Maniapoto” means:

- (a) every whānau, hapū, iwi, or group comprising individuals descended from a Maniapoto tupuna, including those listed in *Part 2* of the Ninth Schedule; and
- (b) the groups listed in *Part 3* of the Ninth Schedule who affirm historical and contemporary affiliations with other iwi; and
- (c) Ngāti Apakura, including Ngāti Hinetū, as huānga (relatives), being a group that maintains its identity while affirming its whakapapa and other historical connections to Maniapoto.

“Private Notice” means a notice in writing that is sent by any means that is private to the recipient, including by post, facsimile, or in electronic form (including email).

“Property” means all property (whether real or personal) and includes choses in action, rights, interests and money.

“Provisional Vote” means a vote cast pursuant to the relevant rules in the Second Schedule or the Fourth Schedule, as the case may be.

“Public Notice” means a notice that:

- (a) is published in a newspaper or newspapers circulating in regions where the Trustees consider that a significant number of Members reside; and
- (b) may also be published by pānui or electronic media, including radio or television.

“Register” means the register of Members to be maintained by the Trustees in accordance with the First Schedule.

“Related Person” has the same meaning as provided in the Income Tax Act 2007.

“Returning Officer” means as the context requires:

- (a) the person appointed from time to time as Returning Officer for the purposes of Trustee elections in accordance with *rule 7.1* of the Second Schedule; or
- (b) the person appointed as Returning Officer for the purposes of a Special Resolution in accordance with the Fourth Schedule.

“Settlement Date” means the date defined as the settlement date in the Deed of Settlement or the Maniapoto Settlement Legislation.

“Settlement Quota” has the meaning given to it by the Māori Fisheries Act 2004.

“Special Resolution” means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members who validly cast a vote in accordance with the process set out in the Fourth Schedule.

“Statements of Intent” means the statements of intent prepared by a Trust Entity in accordance with *clause 16.1*.

“Subsequent Trustees” means the first Trustees appointed or elected following the Settlement Date in accordance with the procedures set out in the Second Schedule.

“Te Kupenga o Maniapoto Limited” means the asset-holding company which is wholly owned by the Trust Board which as at the date of this deed holds and manages Settlement Quota and Income Shares.

“Te Kura Kaumātua” means the Trustee appointed as a kaumatua representative by the Trustees in accordance with *clause 4.3*

“Te Rōpū Kaumātua” means Te Rōpū Kaumātua appointed in accordance with *clause 7*.

“Te Rōpū Rangatahi” means Te Rōpū Rangatahi appointed in accordance with *clause 8*.

“Trust” means the trust created by this Deed which is to be known as Te Nehenehenui.

“Trust Assets” means the trust fund of the Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets received pursuant to the Deed of Settlement or the Maniapoto Settlement Legislation, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees.

“Trust Entity” means:

- (a) a wholly owned or controlled company, trust or other entity established by the Trustees for the purpose of receiving, holding and managing for so long as it is to be retained, any Trust Assets;
- (b) a wholly owned or controlled company, trust or other entity established by the Trustees for any other purpose;
- (c) an Asset Holding Company;
- (d) a Fishing Enterprise; and
- (e) includes any subsidiary of a Trust Entity established by the Trustees.

“Trust Purpose” means the purpose set out in *clause 2.5*.

“Trustees” means the trustees appointed from time to time in accordance with *clause 3.1*, *clause 4.3* and the Second Schedule to this Deed to represent Maniapoto and to act as the trustees for the time being of the Trust and **“Trustee”** shall mean any one of those persons.

“Rōpū Whakahaere” means a rōpū of Marae Representatives for a Whare o Te Nehenehenui as specified in *clause 6*.

“Whare o Te Nehenehenui” means the Marae Groupings listed in the Sixth Schedule.

1.2 Interpretation:

In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other genders;
- (c) references to a person include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, recital or a schedule shall be to a clause, recital or a

schedule to this Deed;

- (f) the schedules to this Deed shall form part of this Deed;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Deed; and
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993.

2. ESTABLISHMENT, PURPOSE AND POWERS

2.1 Trust Established:

The Trustees acknowledge that they hold the Trust Assets upon the trusts and with the powers set out in this Deed.

2.2 Trustees:

The Trustees have all the fiduciary duties and obligations of normal trustees in addition to any obligations under this Deed.

2.3 Trust Fund:

The Trustees have received the sum of \$10.00 to constitute the trust fund and the Trustees acknowledge the receipt of that sum. The Trustees declare that they hold the sum of \$10.00 together with all other money and property which may be added to it by way of capital or income upon the trusts and with the powers set out in this Deed.

2.4 Trust Governance:

The Trust shall be governed and administered by and in accordance with this Deed.

2.5 Purpose of the Trust:

The purpose for which the Trust is established is to receive, manage, hold and administer the Trust Assets on behalf of and for the benefit of present and future Members in accordance with this Deed.

Without limiting in any way the generality of the foregoing, the Trustees may:

- (a) promote the social, cultural, spiritual, educational, environmental and economic advancement and well-being of Maniapoto and its Members;

- (b) promote the health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability, of Maniapoto and its Members;
- (c) promote and advance the social and economic development of Maniapoto including, the promotion of business, commercial or vocational training or the enhancement of community facilities in a manner appropriate to the particular needs of Maniapoto;
- (d) provide for the ongoing maintenance and establishment of places of cultural or spiritual significance to Maniapoto and its Members;
- (e) act as the post-settlement governance entity for Maniapoto for the purpose of the settlement of the historical Treaty of Waitangi claims of Maniapoto;
- (f) implement the terms of the settlement of the historical Treaty of Waitangi claims of Maniapoto contained in Deed of Settlement and the Maniapoto Settlement Legislation;
- (g) assume the role of the Trust Board under the terms of the 2008 Ngā Wai o Maniapoto Deed of Agreement and the Nga Wai o Maniapoto (Waipa River) Act 2012, the 2015 Deed with the Crown concerning the Central North Island Forests Land, and any other roles and responsibilities of the Trust Board identified as ones to be transitioned to the Trust in accordance with *clause 3.2(e)*;
- (h) act as the Mandated Iwi Organisation and Iwi Aquaculture Organisation for Maniapoto;
- (i) ensure that any Commercial Activities and Cultural Activities are appropriately structured to serve the Trust Purpose; and
- (j) undertake any other activity that is considered by the Trustees from time to time to be beneficial to Maniapoto and its Members.

2.6 Powers of Trust:

The Trustees have all the rights, powers and privileges of a natural person and may exercise those powers in accordance with the terms of this Trust.

Without limiting in any way the generality of the foregoing, in carrying out the Trust

Purpose, the Trustees shall have the power:

- (a) to receive or accept, or to make any disposition of, any real property, including any interest of any type in real property (whether corporeal or incorporeal hereditament);
- (b) to receive or accept, or to make any disposition of, any personal property (whether chattels, choses in action, intellectual property, and otherwise howsoever), including any interest of any type in personal property;
- (c) to receive or grant any security, including any mortgage, pledge, charge, security interest, or otherwise howsoever, in relation to all, or any part of, the Property;
- (d) to issue or take any debt or equity security;
- (e) to borrow or to lend money;
- (f) to contract, grant a release or power of attorney, appoint an agent or receiver, and settle property on, or declare, a trust;
- (g) to sue or be sued;
- (h) manage the Trust's affairs, activities, assets and liabilities and otherwise further the Trust Purpose through the Trust Entities and such other persons, entities, enterprises or arrangements as the Trustees consider appropriate;
- (i) promote and seek the registration of Members of Maniapoto irrespective of where they reside;
- (j) employ or contract any employee or contractor, to manage or assist in the day-to-day management and administration of the Trust;
- (k) employ or contract any financial advisor, lawyer, accountant or other professional person and obtain any advice, opinion or information from them;
- (l) maintain an office for the Trust;
- (m) to distribute benefits, directly or indirectly, to:
 - (i) Members, irrespective of where they reside; or
 - (ii) any Maniapoto Organisation;

as, when and in such manner as the Trustees may decide; and

- (n) generally to do all such other lawful acts and things that are incidental or conducive to fulfilling the Trust Purpose.

2.7 Discretion to manage Trust affairs:

Subject to the obligations imposed by this Deed, the Deed of Settlement and the Maniapoto Settlement Legislation, the Trustees shall control and supervise the business and affairs of the Trust in such a manner as they, in their sole discretion, see fit.

2.8 Restriction on Major Transactions:

Notwithstanding *clause 2.7*, the Trustees must not enter into a Major Transaction, and must ensure that any Trust Entities are established on terms which provide that such Subsidiaries must not enter into a Major Transaction, unless that Major Transaction:

- (a) is approved by way of Special Resolution in accordance with the Fourth Schedule; or
- (b) is contingent upon approval by way of Special Resolution.

2.9 Fisheries Assets:

Maniapoto's Fisheries Assets shall be held and managed by an Asset-Holding Company in accordance with the rules in the Fifth Schedule.

2.10 Aquaculture Assets:

Maniapoto's Aquaculture Assets shall be held and managed in accordance with the rules in the Fifth Schedule.

3. ESTABLISHMENT TRUSTEES AND ESTABLISHMENT PERIOD

3.1 Establishment Trustees:

Pending the election or appointment of Trustees in accordance with *clauses 4.2, 4.3* and the Second Schedule, the Trustees from the date of this Trust Deed shall be the Establishment Trustees. The Establishment Trustees shall be the persons who, as at the date of this Trust Deed, are duly appointed or elected as members of the Maniapoto Māori Trust Board in accordance with section 6 of the Maniapoto Māori Trust Board

Act 1988.

3.2 Functions of the Establishment Trustees:

During the Establishment Period, the Establishment Trustees shall:

- (a) organise and manage the first election of Trustees (including, where necessary, contracting out the running of such election to an independent third party) which must be held in accordance with the procedure set out in the Second Schedule;
- (b) receive and manage any funds or assets transferred to the Trust, including receiving funds from the Crown in the event that the Crown transfers any funds to the Trust during the Establishment Period;
- (c) work with the Crown and other relevant parties to advance the implementation of the settlement of the historical Treaty of Waitangi claims of Maniapoto contained in the Deed of Settlement in the manner identified in the implementation process set out in the Deed of Settlement;
- (d) in connection with the management of any funds or assets to be transferred to the Trust, take steps as reasonably required to establish or incorporate appropriate Trust Entities to:
 - (i) generate sustainable profits for the benefit of Maniapoto; and
 - (ii) serve the needs of Maniapoto;
- (e) facilitate any necessary transitional steps relating to the wind-up of, and transfer of assets and responsibilities from, the Maniapoto Māori Trust Board and the Maniapoto Fisheries Trust;
- (f) report to Maniapoto no later than six months after the signing of this Trust Deed on the steps taken by the Establishment Trustees in relation to the above establishment matters;
- (g) maintain records and information that will facilitate the preparation by the first elected or appointed Trustees of the first Annual Plan, Five Year Strategic Plan and Annual Report in accordance with *clauses 14.1 and 15*; and
- (h) where necessary, otherwise conservatively exercise the powers and functions of the Trust.

3.3 Establishment Trustees must not risk Assets:

The Establishment Trustees shall have no authority, unless reasonably necessary to enable the continuing business operation of any Trust Entity, to:

- (a) grant any mortgage, charge or other encumbrance over any of the Trust Assets or part of them which confers a power of sale; or
- (b) use any of the Trust Assets as the subject of any guarantee or collateral security arrangement.

4. APPOINTMENT AND RESPONSIBILITIES OF TRUSTEES

4.1 Trustees:

Subject to *clause 3.1* and this clause there shall be fourteen (14) Trustees as follows:

- (a) seven (7) Ngā Kura Tau Trustees;
- (b) six (6) Ngā Kura Rere Trustees; and
- (c) one (1) Te Kura Kaumātua Trustee.

There may from time to time be less than fourteen (14) Trustees in the event of the early cessation of office of a Trustee and pending the appointment of a replacement Trustee.

4.2 Appointment of Trustees:

With the exception of the Establishment Trustees and the Te Kura Kaumātua Trustee, Trustees shall be appointed to office in accordance with the rules set out in the Second Schedule.

4.3 Appointment of Te Kura Kaumātua Trustee

The Trustees shall appoint the Te Kura Kaumātua Trustee in accordance with this Deed having regard to, but not limited by, the recommendation of Te Rōpū Kaumātua. Subject to *rules 5.4 and 5.5* of the Second Schedule, the Te Kura Kaumātua Trustee shall hold office for a term of three (3) years.

4.4 Eligibility for Appointment of Te Kura Kaumātua Trustee

To be appointed as a Te Kura Kaumātua Trustee a person must, as at the time of

appointment, be recorded in the Register as an Adult Registered Member, be resident in New Zealand, and be eligible in accordance with *rule 2.2* of the Second Schedule.

4.5 Notice of Appointment to Te Rōpū Kaumātua

At least six (6) months before the annual general meeting of the Trust for the relevant Income Year, and in any event in sufficient time for the appointment to be concluded in accordance with *clause 4.3*, the Trustees will give written notice to Te Rōpū Kaumātua, Te Rōpū Kaumātua Members and Public Notice of:

- (a) the pending expiration at the annual general meeting of the Trust for the relevant Income Year of the term of office of Te Kura Kaumātua;
- (b) the entitlement of Te Rōpū Kaumātua to recommend a candidate to the Te Kura Kaumātua position open for appointment; and
- (c) the date by which the recommendation for the Te Kura Kaumātua position is to be provided by Te Rōpū Kaumātua to the Trustees, such date to be no later than one (1) month prior to the annual general meeting of the Trust for the relevant Income Year.

4.6 Notice of Appointment to Adult Registered Members

The Trustees must also give notice of the matters identified above:

- (a) to Adult Registered Members by post or email to the last address shown for each such Adult Registered Member on the Register; and
- (b) by such other means as the Trustees may determine.

4.7 Procedure for nominating and recommending candidate from Te Rōpū Kaumātua

Te Rōpū Kaumātua will develop written procedures in respect of recommending a candidate for Te Kura Kaumātua which must provide for:

- (a) the process for making nominations for the recommended candidate to Te Rōpū Kaumātua;
- (b) the process by which Adult Registered Members may engage and provide their views on any nominations received in accordance with *clause 4.7(a)*;

- (c) the calling of a hui of Te Rōpū Kaumātua for the purpose of selecting the candidate to be recommended to the Trustees for the position of Te Kura Kaumātua; and
- (d) the matters identified in *clause 4.7*.

4.8 Te Rōpū Kaumātua shall provide that information to the Trustees.

Any Adult Registered Member wishing to be considered as Te Kura Kaumātua must provide Te Rōpū Kaumātua with the information specified in *rule 6.8* of the Second Schedule and, if recommended by Te Rōpū Kaumātua, Te Rōpū Kaumātua shall provide that information to the Trustees.

When considering persons to recommend as Te Kura Kaumātua, Te Rōpū Kaumātua must consider the views of Adult Registered Members received as part of the notification and engagement process identified in *clause 4.7(a) and (b)*.

4.9 Meeting of Trustees to consider Te Kura Kaumātua Appointment

Following the date of receipt of the recommendation from Te Rōpū Kaumatua, but in sufficient time for the appointment to be concluded in accordance with *clause 4.3*, the Trustees will convene a meeting in accordance with the Third Schedule at which the proposed appointment of Te Kura Kaumātua will be put as an ordinary resolution requiring the agreement of the majority of Trustees present in person or by telephone. The declaration of the Chairperson, Deputy Chairperson or other person chairing the Trustee Meeting at which the resolution was carried, or lost, by the requisite majority and an entry to that effect specifying the numbers of votes cast for and against (and abstentions) in the minutes of the Trustee meeting, will be conclusive evidence of the passing of that resolution.

4.10 Proceedings of Trustees:

Except as otherwise provided in the Deed, the proceedings and other affairs of the Trustees shall be conducted in accordance with the rules set out in the Third Schedule.

4.11 Fiduciary obligations:

The Trustees must always act, collectively and individually, in accordance with their fiduciary duties and obligations.

4.12 Fundamental duty:

When exercising powers or performing duties, each Trustee:

- (a) must act in good faith and in a manner that the Trustee believes on reasonable grounds is in the interests of Maniapoto;
- (b) must not act or agree to act in a manner which unfairly prejudices or unfairly discriminates against any particular Members unless that Trustee believes on reasonable grounds that the fundamental duty set out in paragraph (a) requires such action and that the action will not breach the Trustees' fiduciary duties and obligations; and
- (c) must not act in a manner which brings or is likely to bring Maniapoto, the Trust or any Trust Entity into disrepute.

4.13 Compliance with this Deed:

The Trustees must not, collectively and individually, act or agree to act in a manner that contravenes this Deed.

4.14 Standard of care:

Every Trustee, when exercising powers or performing duties as a Trustee, must exercise the care, diligence and skill to be reasonably expected of a person acting in like circumstances, taking into account any special skills or experience that the Trustee has.

4.15 Trustees Remuneration

In respect of the remuneration of Trustees:

- (a) the Trustees may in their discretion, after seeking external professional advice about suitable remuneration, recommend reasonable remuneration for the Trustees;
- (b) such remuneration may be prescribed and approved in the form of a meeting fee or as a total amount payable per annum; and
- (c) the remuneration for the Establishment Trustees, who will be appointed before the first annual general meeting, may be set by the Establishment Trustees for the period they hold office as Establishment Trustees on the basis of external

professional advice.

This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director, trustee or board member of any Trust Entity.

4.16 Trustee Expenses

Trustees are entitled to be reimbursed for all reasonable expenses properly incurred in the conduct of his or her duties as a Trustee.

4.17 Trustees may rely on advice:

The Trustees may, when exercising their powers or performing their duties, rely on reports, statements and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons to the extent only that the Trustee acts in good faith, after reasonable enquiry when the need for enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted:

- (a) an employee of the Trust, or any any director, trustee, board member or employee of any Trust Entity, whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence; and
- (c) any other Trustee, or member of a committee upon which the Trustee did not serve at the relevant time, in relation to matters within that other Trustee's or committee member's designated authority.

4.18 Trustees to grant Power of Attorney

Each of the Trustees shall grant a power of attorney in favour of the other Trustees to convey the Trust Assets to the other Trustees and any replacement trustee in the event that the Trustee retires, dies or is removed from office.

4.19 Trust may obtain a legal opinion:

If the Trustees are in doubt over any legal matter relating to the management and administration of the Trust Assets, or over the exercise of any power vested in them,

they may obtain and act upon the opinion of a lawyer who has held a practising certificate for at least ten (10) years. The right to obtain and act upon a legal opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

4.20 Liability of Trustees

Each Trustee:

- (a) accepts the duties, obligations and liabilities attaching to the office of Trustee under this Deed when he or she:
 - (i) signs the Nomination Form for election as Trustee; or
 - (ii) in the case of the Establishment Trustees, signs this Deed; and
- (b) shall only be liable for losses attributable to:
 - (i) his or her dishonesty; or
 - (ii) his or her wilful commission or omission of an act that he or she knows or should have known to be a breach of this Deed.

4.21 Indemnity and insurance for Trustees:

Any Trustee, officer or employee of the Trust may be indemnified or have their insurance costs met out of the Trust Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust, where:

- (a) those proceedings do not arise out of any breach of trust or illegal act by the Trustee, officer or employee; and
- (b) he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust Purpose.

4.22 Indemnity and insurance costs to be just and equitable:

Indemnities and insurance costs may only be provided to the extent that the Trustees in their discretion think just and equitable.

4.23 Indemnity and insurance for specific trusts:

If any assets are held by the Trustees on any separate specific trust, then any Trustee, officer or employee of the Trust may in respect of proceedings brought in relation to that separate specific trust only be indemnified or have their insurance costs met out of those assets.

4.24 Record of decisions:

All decisions made to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting of the Trustees at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable.

4.25 Disclosure of Trustee Remuneration:

The Trustees shall show the amount of any remuneration paid to any Trustee and the amount of any premiums paid out of the Trust Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to *clauses 4.15 to 4.17*.

5. INTERN TRUSTEE

5.1 Intern Trustee

The Trustees may appoint a person to act as an Intern Trustee pursuant to an intern trustee policy from time to time.

To be appointed an Intern Trustee a person must be a Member who is considered by the Trustees to have leadership potential and skills or knowledge relevant to the Trust Purpose.

5.2 Term of office of Intern Trustee

An Intern Trustee shall hold office for a term of one (1) year. The Intern Trustee's one year term shall not count as a term for the purpose of *rule 5.3* of the Second Schedule.

5.3 Role of Intern Trustee

On any appointment of an Intern Trustee the following provisions shall have effect:

(a) The sole function of the Intern Trustee shall be to attend meetings in order to

gain governance experience and foster future leadership and capacity building within Maniapoto;

- (b) The Intern Trustee shall not have any proprietary rights to the assets of the Trust nor any voting rights at meetings of Trustees;
- (c) The Intern Trustee may be remunerated from the Trust for his, her or their services; and
- (d) The Intern Trustee shall not be liable for any act or default on the part of any of the Trustees, provided the Intern Trustee is not knowingly a participant in any wilful breach of trust by such Trustee(s).

5.4 Removal of Intern Trustee

The Intern Trustee may be removed:

- (a) by resolution of the Trustees under *clause 22* of this Deed; or
- (b) by resolution of the Trustees under *rule 12 of the Second Schedule* on the same grounds as a Trustee may be removed from office under that clause in which event such person shall not be entitled to be elected as a Trustee or appointed as an Intern Trustee for a period of not less than three (3) years following his or her removal.

6. RŌPŪ WHAKAHAERE

6.1 Rōpū Whakahaere:

There shall be a Rōpū Whakahaere to represent each of the following Whare o Te Nehenehenui:

- (a) Te Whare ki Rereahu;
- (b) Te Whare ki Mokau ki Runga;
- (c) Te Whare ki Tuhua Hikurangi;
- (d) Te Whare ki Hauauru ki Uta;
- (e) Te Whare o Waiwaiā;
- (f) Te Whare ki Tokanganui a Noho; and

(g) Te Whare ki Ngā Tai o Kāwhia.

6.2 Appointment of members of Rōpū Whakahaere

Each Marae set out in the Sixth Schedule shall be entitled to appoint two (2) members to sit on the Rōpū Whakahaere for the Whare o Te Nehenehenui in which the marae is located as per the Sixth Schedule. The Trustees will ensure that Members of the Rōpū Whakahaere shall be appointed, hold office and may be removed in accordance with the provisions in the Seventh Schedule.

6.3 Purpose of the Rōpū Whakahaere:

The purpose of the Rōpū Whakahaere shall be to advise the Trustees and support the activities of the Trust at a regional level, which include the following:

- (a) each support the election of one (1) Ngā Kura Tau Trustee to represent each Whare o Te Nehenehenui in accordance with the rules in the Second Schedule;
- (b) represent whānau and hapū at a regional level;
- (c) represent the region in land, water and environmental matters at a regional level, consistent with tribal goals and aspirations;
- (d) promote the exercise of mana whakahaere by whānau and hapū over cultural redress sites returned as part of the settlement;
- (e) collaborate with key partners to support regional development, consistent with tribal goals and aspirations;
- (f) lead the facilitation of regional opportunities to support regional growth and opportunities; and
- (g) lead initiatives at a regional level agreed by the Trustees as tribal priorities for development.

The Trustees may develop a plan setting out the functions of the Rōpū Whakahaere more comprehensively as the Trustees shall think fit.

6.4 The Trustees will work with each Rōpū Whakahaere to develop (within 1 year of the Settlement Date) a structure for the Rōpū Whakahaere decision-making and accountability to all marae within their region and to the Trustees.

6.5 The Trustees will work with each Rōpū Whakahaere to develop a regional development plan (within 2 years of the Settlement Date).

6.6 Each Rōpū Whakahaere may provide advice to the Trustees on any area falling within its interests to assist the Trustees.

6.7 Each Rōpū Whakahaere shall make such reports and recommendations to the Trustees as the Trustees may from time-to-time request.

6.8 Procedures of Rōpū Whakahaere:

The Trustees will ensure that each Rōpū Whakahaere shall:

(a) operate in accordance with such rules, meeting procedures and processes as they may from time to time prescribe consistent with the tikanga of Maniapoto; and

(b) be convened from time to time as they determine.

6.9 Costs of meetings of Rōpū Whakahaere:

The Trust may, in the Trustees' discretion, contribute to the reasonable costs associated with meetings of the Rōpū Whakahaere in connection with the matters in this Deed.

7. TE RŌPŪ KAUMĀTUA

7.1 Establishment of Te Rōpū Kaumātua:

The Trustees shall appoint Te Rōpū Kaumātua to advise on matters relating to the tikanga, te reo and kawa of Maniapoto.

Te Rōpū Kaumātua shall comprise of representatives who are Adult Registered Members and considered to be Kaumātua.

Any dispute as to whether a person is a "Kaumatua" for the purposes of this clause shall be determined according to Maniapoto tikanga. The Trustees may refer any such dispute to the Whakapapa Committee referred to in *rule 4.5* of the First Schedule (and may convene the Whakapapa Committee for this purpose if the Whakapapa Committee has not yet been convened).

7.2 Advice to Trust:

On request from the Trustees:

- (a) Te Rōpū Kaumātua may provide advice on matters relating to tikanga, te reo, and kawa of Maniapoto or any other matter that the Trustees consider requires the view of Te Rōpū Kaumātua;
- (b) the Trustees shall have particular regard to any such advice provided by Te Rōpū Kaumātua, although such advice is not binding upon the Trustees; and
- (c) Te Rōpū Kaumātua may assist the Trustees in the development, promotion and advancement of cultural revitalisation programmes and wānanga.

7.3 Recommending candidate for Te Kura Kaumātua:

Te Rōpū Kaumātua shall be responsible for recommending a candidate for one (1) Trustee position, Te Kura Kaumātua, in accordance with the process set out in *clause 4*.

7.4 Costs of Te Rōpū Kaumātua:

The Trust may, in the Trustees' discretion, contribute to the reasonable costs associated with any meeting of Te Rōpū Kaumātua in connection with the matters in this Deed.

8. TE RŌPŪ RANGATAHI

8.1 Appointment of Te Rōpū Rangatahi:

In order to foster future leadership and capacity building within Maniapoto, the Trustees shall from time to time as required appoint Te Rōpū Rangatahi. Representatives must be Members aged 35 years or under and registered on the Register who are considered by the Trustees to have leadership potential and skills or knowledge relevant to the Trust Purpose.

8.2 Advice to Trust:

On request from the Trustees:

- (a) Te Rōpū Rangatahi may provide advice on any matters that the Trustees consider requires the view of Te Rōpū Rangatahi; and

- (b) the Trustees shall have particular regard to any such advice provided by Te Rōpū Rangatahi, although such advice is not binding upon the Trustees.

8.3 Costs of Te Rōpū Rangatahi:

The Trust may, in the Trustees' discretion, contribute to the reasonable costs associated with any meeting of Te Rōpū Rangatahi in connection with the matters in this Deed.

9. NGĀ AKA WHAWHAU

9.1 Appointment of Ngā Aka Whawhau:

The Trustees may from time to time appoint Adult Registered Members who reside outside the Maniapoto rohe to a committee or committees to be known as Ngā Aka Whawhau for the purpose of representing Members who are normally resident outside the Maniapoto rohe.

9.2 Advice to Trust:

On request from the Trustees:

- (a) Ngā Aka Whawhau may provide advice on matters that the Trustees consider requires the view of Ngā Aka Whawhau; and
- (b) the Trustees shall have particular regard to any such advice provided by Ngā Aka Whawhau, although such advice is not binding upon the Trustees.

9.3 Costs of the Ngā Aka Whawhau:

The Trust may, in the Trustees' discretion, contribute to the reasonable costs associated with any meeting of Ngā Aka Whawhau in connection with the matters in this Deed.

10. CHIEF EXECUTIVE AND EMPLOYEES

10.1 Trustees to appoint Chief Executive:

The Trustees may, on such terms as the Trustees determine, employ or contract a Chief Executive to manage the day to day administration of the Trust or the Maniapoto Group, including without limitation the implementation of the Trustees planning, reporting and monitoring obligations under this Deed.

10.2 Delegations to Chief Executive:

The Trustees shall ensure that any Chief Executive is appointed on terms that require the Chief Executive to:

- (a) be responsible for the employment of all other employees of the Trust; and
- (b) exercise such other powers and discretions that are delegated to him or her by the Trustees from time to time.

10.3 Trustee Role:

A Trustee may not hold the position of Chief Executive nor be an employee of, or a contractor to, the Trust or any Trust Entity.

10.4 Employees and Contractors

The Trustees or, where a Chief Executive has been appointed, the Chief Executive may:

- (a) employ or contract any employee or contractor to:
 - (i) manage or assist in the day-to-day management and administration of the Trust;
 - (ii) support the performance by the Trustees of their powers and functions; and
 - (iii) maintain the Office of the Trust.
- (b) employ or contract any financial advisor, lawyer, accountant or other professional person and obtain any relevant advice, opinion or information from them.

11. ESTABLISHMENT OF TRUST ENTITIES

11.1 Establishment of Trust Entities:

In receiving, controlling, and supervising the use of the Trust Assets on behalf of Maniapoto, whether pursuant to the Deed of Settlement, the Maniapoto Settlement Legislation or otherwise, the Trustees may:

- (a) establish and oversee the operation of any Trust Entity; and

- (b) from time to time, disestablish any Trust Entity.

11.2 Ownership and Control of Trust Entities:

The Trustees shall ensure that:

- (a) any Trust Entity is established on terms that require the Trust Entity to manage any of the Trust Assets it holds solely for the benefit of Maniapoto; and
- (b) the Trustees have and retain all the shares in any Trust Entity that is a company and the sole power to appoint and remove the trustees and directors or any responsible board of any Trust Entity.

11.3 Appointment and removal of directors:

The Trustees shall ensure that:

- (a) Trust Entities are established on terms that ensure that the Trustees have the power to appoint and remove the directors, trustees or board members, including as the case may be of any Trust Entity;
- (b) require as a term of appointment that any Directors, trustees or Board members appointed by or at the direction of the Trustees to any Trust Entity do not act in a manner which brings or is likely to bring Maniapoto, the Trust or any Trust Entity into disrepute;
- (c) a director, trustee or board member of any Trust Entity shall only be appointed if that person has the particular skills and expertise that are required of a Director, trustee or board member of the Trust Entity to which the appointment relates having regard to the activities that the Trust Entity undertakes or is likely to undertake and the mix of skills and expertise that is required on the relevant board of that Trust Entity; and
- (d) subject to *clause 11.3(e)* the Trustees may appoint up to two (2) Trustees or employees as Directors, trustees or Board members of each Trust Entity;
- (e) at no time however may Trustees comprise more than 40% of the total number of Directors, trustees or Board members of an Asset Holding Company, a Fishing Enterprise, or any entity that holds Fisheries Assets. The limitation in this *clause 11.3(e)* does not apply to any Trust Entity other than those listed in this provision;

- (f) the Trust is entitled to require that one of the two (2) positions appointed as per *clause 11.3(d)* above holds the position of Chairperson on the board of the relevant Trust Entity.

11.4 Trustees to monitor Trust Entities:

In giving effect to the Purposes of the Trust, the Trustees:

- (a) shall be responsible for monitoring and otherwise overseeing the activities of any Trust Entity;
- (b) shall not conduct or otherwise undertake any activities in competition with any Trust Entity;
- (c) shall exercise the Trust's ownership or other rights and interests in any Trust Entity in such a way as to promote the performance by that Trust Entity of its purposes in a manner that is consistent with the Trust Purpose.

11.5 Trustee to fund Trust Entities:

The Trustees may fund any Trust Entity by distributing capital or income or by making advances to the Trust Entity or by such other means as is consistent with the Trust Purpose.

11.6 Assets and income held for Trust:

In respect of any Trust Entity:

- (a) all assets held and income derived by a Trust Entity shall be held and derived for and on behalf of the Trust;
- (b) each Trust Entity shall in each Financial Year remit to the Trustees so much of the surplus income derived by that Trust Entity on behalf of the Trust as is agreed between the relevant Trust Entity and the Trust having regard to:
 - (i) the relevant Trust Entity's purposes and the desirability of retaining and reinvesting or distributing income to meet those purposes;
 - (ii) the projected operating requirements of the relevant Trust Entity and any of its subsidiaries as set out in their plans;
 - (iii) the responsibilities and duties of the directors, trustees or board

members of the relevant Trust Entity to comply with the requirements of New Zealand law;

- (c) subject to any other requirements in this Deed, the Trustees may provide for the payment, application or appropriation of, or decide to pay, apply or appropriate, or direct the Trust Entity to pay or apply, as much of the available income in any Financial Year as the Trust in its sole discretion thinks fit in furtherance of the Trust Purpose.

11.7 Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Deed:

- (a) all Trust Entities shall be governed by their respective boards or other responsible directors or officers; and
- (b) except where expressly specified in this Deed, the role of the Trustees in respect of such Trust Entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders or, as applicable, appointor and beneficiary of the relevant Trust Entity.

11.8 Remuneration of directors:

The Trustees shall ensure that Trust Entities are established on terms which give the Trustees the power to determine the remuneration payable to any director or trustee or controlling board of any Trust Entity.

11.9 No influence in determining remuneration:

Any Trustee receiving any remuneration referred to in *clause 11.6* shall not:

- (a) take part in any deliberations or decision relating to the payment or otherwise of that remuneration; or
- (b) in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

12. STRATEGIC GOVERNANCE

- 12.1** Notwithstanding any other requirement in *clause 11*, the Trustees must exercise strategic governance over:

- (a) any Trust Entity; and
- (b) the process to examine and approve Annual Plans that set out:
 - (i) the key strategies for the use and development of the Trust Assets including, where relevant, any Fisheries Assets and Aquaculture Assets;
 - (ii) the expected financial return on those Trust Assets including, where relevant, any Fisheries Assets and Aquaculture Assets;
 - (iii) any programme to:
 - (A) manage the sale of Annual Catch Entitlements derived from the Settlement Quota held by the Asset Holding Company; and
 - (B) reorganise the Settlement Quota held by any Asset Holding Company or its subsidiaries including through buying and selling of Settlement Quota in accordance with the Māori Fisheries Act 2004;

but not in such a manner as to result in the Trust or any of the Trustees being deemed to be a director of any Trust Entity that is a company under the Companies Act 1993, and nor shall this *clause 12* or any other provision in this Deed prevent the Trust or any Trust Entity from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold the Trust Assets or its operations in a manner consistent with the Trust Purpose.

13. APPLICATION OF INCOME AND CAPITAL

13.1 Trustees may apply income:

Subject to any other requirement in this Deed, the Trustees may:

- (a) at any time, after the payment of or provision for all costs, charges and expenses in respect of the management and administration of the Trust and any Trust Entities, pay or apply all or any of the income of the Trust in any Financial Year to or for the benefit of the Members in accordance with the Trust Purpose;

- (b) in making any decisions about the application of income in any Financial Year, decide to have set aside, deducted from, or paid out of income such amounts as the Trustees in its discretion from time-to-time thinks fit, including:
 - (i) as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or
 - (ii) as a reserve to meet fluctuations of income in future years and other contingencies or otherwise for future use or application by the Trustees;
- (c) in making any decision as to the application of the income in any Financial Year, the Trustees:
 - (i) shall determine how much of the income should cease to be income and be added to and form part of the capital of the Trust Assets, provided that the Trustees may not in the Financial Year convert the entire income of the Trust into capital;
 - (ii) may use or apply any capital of the Trust Assets to or for the benefit of Members for the Trust Purpose without first using or applying the whole or any portion of the income of the Trust Assets for that year; and
 - (iii) shall endeavour to act fairly in considering the present and future needs and interests of all Members.

13.2 Accumulation of income:

Any income of any Financial Year not paid or applied in accordance with *clause 13.1* during or within six months from the end of that Financial Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust Assets.

13.3 Application of capital:

The Trustees may at any time pay or apply all or any of the capital of the Trust to or for the benefit of the Members in accordance with the Trust Purpose without first using or applying the whole or any portion of the income of the Trust Assets for the relevant year.

14. PLANS

14.1 Trustees to prepare Annual Plan:

In addition to the requirement in *clause 14.3* the Trustees shall, no later than one (1) month before the commencement of each Income Year, prepare an Annual Plan that specifies information in respect of that Income Year including:

- (a) the strategic vision of the Trust for the Maniapoto Group, consistent with the longer-term vision of the Maniapoto Group that could potentially be identified in the Five-Year Strategic Plan;
- (b) the steps to be taken in the implementation of the Deed of Settlement;
- (c) the nature and scope of the activities proposed by the Trustees for the Maniapoto Group in the performance of the Trust Purpose;
- (d) any proposals for the ongoing management of the Trust Assets having regard to the interests of all Members;
- (e) any proposals relating to the Cultural Activities of Maniapoto;
- (f) the ratio of capital to total assets;
- (g) the performance targets and measurements by which performance of the Maniapoto Group may be judged;
- (h) the manner in which it is proposed that projected income will be dealt with;
- (i) information required by the Māori Fisheries Act 2004 including;
 - (i) the policy of the mandated iwi organisation in respect of sales and exchanges of settlement quota;
 - (ii) any changes in that policy from the policy for the previous year;
 - (iii) any proposal to change the constitutional documents of any fishing company owned by the mandated iwi organisation; and
- (j) any other information as the Trustees in their discretion consider necessary or appropriate.

14.2 Trustees to prepare Five Year Strategic Plan:

The Trustees shall also produce, within 18 months following the signing of this Deed, a Five-Year Strategic Plan that:

- (a) sets out the longer-term vision of the Trustees in respect of the matters referred to in *clause 14.1(a) to ((h)*;
- (b) includes a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Assets; and
- (c) is reviewed and updated, not less than every three (3) years,

14.3 Initial Annual Plan

In addition to the requirement in *clauses 14.1* the Establishment Trustees shall, within three (3) months of the date of this Deed, prepare and produce an Annual Plan that:

- (a) addresses the matters set out in *clause 14.1(a) to (e)*; and
- (b) has effect until such time as it is replaced by a new plan as required in accordance with *clause 14.1*.

15. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

15.1 Preparation of Annual Report

The Trust must, within five (5) months after the end of each Financial Year and no later than 20 Business Days prior to an annual general meeting or as determined by the Trustees as they see fit, cause to be prepared an Annual Report on the affairs of the Trust and any Trust Entities covering the accounting period ending at the end of that Financial Year which includes:

- (a) a comparison of performance against the relevant Annual Plan, including;
 - (i) changes in shareholder or member value; and
 - (ii) dividend performance or profit distribution; and
- (b) Consolidated Financial Statements including a balance sheet and income and expenditure statement;

so as to give a true and fair view of the financial affairs of the Trust and any Trust Entities for that Financial Year.

15.2 Contents of annual report:

The Annual Report prepared under *clause 15.1* shall also include:

- (a) information on the steps taken by the Trust to increase the number of Adult Registered Members;
- (b) information on any sales or exchanges of Fisheries Assets in the previous Financial Year, including:
 - (i) the quantity of Settlement Quota held by the Asset-Holding Company in that year;
 - (ii) the value of Settlement Quota sold or exchanged;
 - (iii) the identity of the purchaser or other party to the exchange;
 - (iv) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the quota;
 - (v) the Settlement Quota interests that have been registered against the quota shares; and
 - (vi) the value of Income Shares sold, exchanged, or acquired;
- (c) a report on the interactions of the Trust in fisheries matters;
 - (i) with other entities within Ngāti Maniapoto;
 - (ii) with other Mandated Iwi Organisations;
 - (iii) with Te Ohu Kai Moana Trustee Limited;
- (d) an annual report in respect of each Trust Entity which reports on:
 - (i) the performance of each Trust Entity;
 - (ii) the investment of money of each Trust Entity and its subsidiaries; and
 - (ii) the matters specified in *clause 12.1(b)(i) to (iii)*;
- (e) within the Consolidated Financial Statements as a separate item, details of any

remuneration or fees paid to any Trustee (including without limitation any such payment to any Trustee as a director or trustee of a Trust Entity) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer); and

- (f) any amendments made to this Deed or to the constitutional documents of any Trust Entity or its subsidiaries.

15.3 Audit of financial statements:

The Trustees must ensure that the Consolidated Financial Statements for each Income Year are audited by a qualified auditor prior to the date for giving notice of the annual general meeting of the Trust for the Income Year immediately following the Income Year to which the financial statements relate.

15.4 Appointment of auditor:

The auditor shall be appointed by the Trustees prior to the end of the Income Year to which the audit relates and:

- (a) where possible, the fee of the auditor shall also be fixed at that time;
- (b) no Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor;
- (c) for the avoidance of doubt, the Trust's accountant shall not be appointed as the auditor; and
- (d) the appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members present at the annual general meeting of the Trust.

16. TRUST ENTITIES TO PREPARE PLANS AND REPORTS

16.1 Plans and Statements of Intent:

The Trustees shall procure that each Trust Entity will:

- (a) within four (4) months of the establishment of the Trust Entity, prepare a Statement of Intent setting out its long-term objectives and the general principles by which it proposes to operate;

- (b) as required by the Trustees, update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) within nine (9) months of the establishment of the Trust Entity, prepare a Five-Year Plan that:
 - (i) sets out its medium-term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause; and
 - (ii) is reviewed and updated not less than every three (3) years;
- (d) no later than one (1) month following the completion of the Five-Year Plan, and thereafter no later than two (2) months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its five-year planning objectives and fulfil the objectives and principles of the Statement of Intent; and
- (e) in addition to any normal reporting requirements, within two (2) months after the completion of the first, second and third quarter of each Income Year provide the Trustees with:
 - (i) a report on its operations and financial position; and
 - (ii) an unaudited summary of financial results as at the end of that period;such reports to be in such form as the Trustees may require from time to time.

16.2 Trustee approval required:

Prior to being implemented:

- (a) all Statements of Intent, Five Year Plans and Annual Plans prepared under *clause 16.1* must be approved by the Trustees; and
- (b) such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust Assets.

16.3 Reports to comply with Companies Act 1993:

The Trustees shall require that all annual reports by any Trust Entity that is a company comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the company or any of its subsidiaries, or the classes of business in which the company has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate Maniapoto Group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 2013; and
- (c) the auditor's report of the financial statements (or Maniapoto Group financial statements) of the company for that Income Year.

16.4 Trust Entities to meet Companies Act standard:

All reports of any Trust Entity that is a trust shall be provided to the same standard, including as to form and content, as is required under *clause 16.3* as if the Trust Entity was a company.

16.5 Report to include comparison against plans:

In addition to the matters set out in *clauses 16.3* and *16.4*, the Trustees shall procure that all reports by any Trust Entity include a comparison of its performance against both its respective annual plans for that Income Year and its medium- and longer-term planning objectives (as set out in the relevant Trust Entity's Five-Year Plan and Statement of Intent).

16.6 Protection of Information:

For the avoidance of doubt, nothing in this *clause 16* limits or affects the rights of the Trustees, as shareholders in any Trust Entity that is a company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Trust Entity.

17. DISCLOSURE OF PLANS, REPORTS AND MINUTES

17.1 Documents to be available for inspection:

The Trustees shall hold at their offices and make available for inspection by any Member during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;
- (d) the Five-Year Strategic Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with *clause 19.13* of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) this Deed and any amendment to this Deed;
- (h) the current constitution or trust deed of any Trust Entity; and
- (i) the documents of appointment, removal, and discharge of Trustees as they occur.

17.2 Costs of copying:

Any Member shall be entitled to obtain copies of the information referred to in *clause 17.1*, provided however that the Trustees may, in their discretion, require the Member to meet all reasonable copying or postage costs (if any) associated with the provision of such information.

18. NO DISCLOSURE OF SENSITIVE INFORMATION

- 18.1** For the avoidance of doubt, but subject to the Trustees' express reporting obligations in *clauses 15.1, 17.1(a), 17.1(b), 17.1(f), 19.2(a) and 19.2(b)*, the Trustees may, in their sole discretion, limit the disclosure of any information about the activities or proposed activities of the Trustees and the Maniapoto Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

19. GENERAL MEETINGS

19.1 Trustees to hold annual general meeting:

The Trust shall, no later than six (6) calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the Trust, hold a general meeting for the Members, to be called its annual general meeting, and shall at that meeting:

- (a) report on the operations of the Maniapoto Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) announce the names of all newly appointed Trustees;
- (e) approve the appointment of the auditor for the next Income Year;
- (f) approve the Trustees' remuneration;
- (g) undertake all other notified business; and
- (h) at the discretion of the chairperson of the meeting, undertake any other general business raised at that meeting.

19.2 Notice of annual general meeting:

The Trustees shall give not less than 21 days' notice of the holding of the annual general meeting and such notice:

- (a) must to be sent, by electronic form where available and otherwise by post, to all Adult Registered Members at the last address shown for each such Adult Registered Member on the Register;
- (b) if notice sent to an electronic address fails and the Trustees are aware of the failure, the notice must be posted without reasonable delay to the last known physical address and, in that event, the 21-day notice period shall be deemed to having been given on the date of the failed electronic communication; and
- (c) must also be inserted prominently on at least two (2) separate days in

appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members reside;

- (d) must contain:
 - (i) the date, time and place of the meeting;
 - (ii) an agenda of matters to be discussed at the meeting; and
 - (iii) details of where copies of any information to be laid before the meeting may be inspected.

19.3 Notice of special general meetings:

In addition to the annual general meeting of the Trust, the Trustees shall:

- (a) convene a special general meeting of the Trustees for the Adult Registered Members at the written request of:
 - (i) the Chairperson and Deputy Chairperson for the time being of the Trust;
 - (ii) the majority of the Trustees then in office; or
 - (iii) 5% of the Adult Registered Members;
- (b) convene a special general meeting for the purpose of considering a proposal to add or remove a Marae to the Sixth Schedule, provided that all prior steps set out in the Eighth Schedule have been complied;
- (c) give notice of such a special general meeting in the same manner as for a notice of the annual general meeting under *rule 19.2* and those requesting the meeting must provide a statement to the Trustees setting out the purposes for which the meeting is being requested and the specific agenda items proposed for such a meeting; and
- (d) not be required to give notice calling the meeting until such a statement with agenda items has been received.

19.4 Annual general meeting not limited to notified business:

At the discretion of the chairperson of the meeting, any general business raised at the designated time for general business at any annual general meeting may be transacted

in addition to the business expressly referred to in the notice calling that meeting.

19.5 Special general meeting limited to notified business:

No business shall be transacted at any special general meeting other than the business expressly referred to in the notice calling that meeting.

19.6 Invalidation:

The proceedings of an annual or special meeting are not invalidated by the accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by, a Member.

19.7 Deficiency of notice:

Subject to *clause 19.5* a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if the deficiency or irregularity is not material.

19.8 Quorum:

The quorum required for any annual or special general meeting of the Trust (other than a special general meeting held for the purpose of considering a proposal to add or remove a marae) shall be 25 Adult Registered Members present in person and eight (8) or more Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Registered Member, he or she is entitled to vote at any annual or special general meeting.

19.9 Chairing of meetings:

The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting, provided however that:

- (a) if the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair; and
- (b) if the Deputy Chairperson is also not present, then the Trustees present shall elect one (1) of their number to substitute as the chairperson for that meeting.

19.10 Voting:

To the extent that a vote is sought or required at any annual or special general meeting:

- (a) every Adult Registered Member present shall have one (1) vote;
- (b) all resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members who validly cast a vote;
- (c) voting may be by voice or on a show of hands;
- (d) the chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members to verify their eligibility by a process directed by the chairperson of the meeting;
- (e) the latest version of the Register will be present at any annual or special general meetings; and
- (f) except as provided in *clauses 2.8, 19.1(e), 19.1(f), 19.2, 25.1, 26 and 27* and where Special Resolutions have been passed in accordance with the Fourth Schedule, the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Trust Assets and carrying out the Trust Purpose.

19.11 Adjourned meetings:

If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present:

- (a) the meeting will stand adjourned to be re-convened seven (7) days after the date of the meeting;
- (b) on that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting; and
- (c) if a quorum is not present after one (1) hour from the time appointed for that adjourned meeting, the Adult Registered Members and Trustees present will constitute a quorum.

19.12 Unruly meetings:

If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason:

- (a) adjourn the meeting; or
- (b) direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion; and
- (c) the meeting will thereafter be considered closed.

19.13 Minutes:

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every annual general meeting and special general meeting.

19.14 Minutes to be evidence of proceedings:

Any minute of the proceedings at an annual general meeting or a special general meeting that is signed by the chairperson of that meeting shall be evidence of those proceedings.

19.15 Minutes to be evidence of proper conduct:

Where minutes of an annual general meeting or a special general meeting have been made in accordance with this clause then, unless and until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

20. DISCLOSURE OF INTERESTS

20.1 Definition of interested Trustee:

A Trustee will be interested in a matter if the Trustee:

- (a) is a party to, or will derive a material financial benefit from, that matter;
- (b) has a material financial interest in another party to the matter;

- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trustees or any other member of the Maniapoto Group;
- (d) is the parent, child, spouse, de facto or civil union partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter other than an interest in common with all Members.

20.2 Disclosure of interest to other Trustees:

A Trustee must forthwith, after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Trustees, disclose to his or her co-Trustees at a meeting of the Trustees:

- (a) if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or
- (b) if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

20.3 Recording of Interest:

A disclosure of interest by a Trustee, and the nature and the extent or monetary value of that interest, shall be recorded in the minute book and the interest register of the Trust.

20.4 Dealings with "Interested" Trustees

An interested Trustee shall not:

- (a) take part in any deliberation or vote in respect of any matter in which that Trustee is interested; or
- (b) be counted for the purposes of forming a quorum in any meeting to consider such a matter.

21. PROHIBITION OF BENEFIT OR ADVANTAGE

21.1 In the carrying on of any business by any member of the Maniapoto Group under this Deed, and in the exercise of any power authorising the remuneration of the Trustees, no amount may be directed or diverted to the benefit or advantage of a Related Person where that Related Person, in his or her capacity as a Related Person, is able to directly or indirectly determine, or materially influence the determination of, the nature or extent of the relevant benefit or advantage or the circumstances in which that benefit or advantage is, or is to be, given or received.

22. MANIAPOTO NOT TO BE BROUGHT INTO DISREPUTE

22.1 Trustees not to bring into disrepute:

No Trustee or Intern Trustee shall act in a manner that brings or is likely to bring Maniapoto, the Trust or any Trust Entity into disrepute.

22.2 Trustee may be censured or removed:

Any Trustee or Intern Trustee that acts in a manner that brings or is likely to bring Maniapoto, the Trust or any Trust Entity into disrepute may be formally censured or removed from office by a resolution passed by a majority of not less than 75% of the other Trustees.

22.3 Censure or removal to be notified:

The censure or removal of a Trustee or Intern Trustee in accordance with *clause 22.2*, together with reasons, shall be reported to the Members at the next annual general meeting of the Trust following such censure or removal.

22.4 Effect of Removal:

In the event that a Trustee or Intern Trustee is removed from office in accordance with *clause 22.2*:

- (a) such Trustee shall cease to hold office as a Trustee forthwith and shall not be entitled to be elected as a Trustee or appointed as an Intern Trustee for a period of not less than three (3) years following his or her removal; and
- (b) as required, each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust Assets to the other Trustees and any

replacement trustee.

22.5 Replacement of Trustee:

The removal of a Trustee in accordance with *clause 22.2* shall give rise to a Trustee vacancy that shall be filled in accordance with the relevant rules in the Second Schedule.

22.6 Replacement of Intern Trustee:

In the event of the removal of an Intern Trustee in accordance with *clause 22.2*, the Trustees may appoint another person as an Intern Trustee under *clause 5.1*

23. GIFTS OR DONATIONS

23.1 Trustees may accept specific trusts:

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any property upon trust for the purpose of the Trust or for any specific purpose that comes within the Trust Purpose and in that event:

- (a) such trust may include any trust for the benefit of the Members or any of them; and
- (b) any property held by the Trustees pursuant to such trust shall be dealt with in accordance with the terms of that trust and shall not constitute part of the Trust Assets.

23.2 Specific trusts to be separate:

If the Trustees accept a trust for any specific purpose as outlined in *clause 23.1* above, they must:

- (a) keep the property subject to such trust and any income derived from it separate from the Trust Assets; and
- (b) administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

23.3 Use of specific trust assets:

The Trustees shall not:

- (a) use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees may hold; and
- (b) use the Trust Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

24. RECEIPTS FOR PAYMENTS

The receipt of payments by the Trustees signed by any person or persons authorised to give receipts on behalf of the Trustees shall be a complete discharge from the Trustees for that payment.

25. AMENDMENTS TO DEED

25.1 Special Resolution required:

Subject to *clauses 25.2 and 25.3*, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule. Where a proposed amendment to the Deed will have the effect of either adding a new marae to the list of Marae set out in the Sixth Schedule or deleting a Marae from that list, then no special general meeting may be called in accordance with the requirements of the Fourth Schedule until the additional requirements set out in the Eighth Schedule have been met.

25.2 Limitations on Amendment:

No amendment shall be made to the Deed that:

- (a) changes the Trust Purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Members;
- (b) changes this *clause 25.2*;
- (c) changes *clause 27*;
- (d) changes the finally agreed definition of Member of Maniapoto, Maniapoto Ancestor, Maniapoto Area of Interest, or Maniapoto Claims after the Maniapoto

Settlement Legislation has been passed;

- (e) changes the requirement for a Special Resolution (as defined from time to time) in *clause 25.1*;
- (f) changes the membership and beneficiary of the Trust;
- (g) changes the rule in the Fourth Schedule relating to the voting threshold of 75% of Adult Registered Members in respect of Special Resolutions;
- (h) is inconsistent with the requirements of the Māori Fisheries Act 2004;
- (i) relates to any matter provided for by the Māori Fisheries Act 2004 unless the amendment is required as a consequence of a rule made or amended under section 25 of the Māori Fisheries Act 2004, unless two years have passed since Te Nehenehenui is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngāti Maniapoto.

25.3 Amendment to make definitions consistent with the Maniapoto Settlement Legislation

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees to make the definition of Member of Maniapoto, Maniapoto, Maniapoto Ancestor or Maniapoto Claims the same as that set out in the Maniapoto Settlement Legislation. If the Deed is amended under this clause, a Special Resolution passed in accordance with the Fourth Schedule is not required.

25.4 Consideration of proposals

Every Adult Registered Member may put forward for consideration by the Trustees proposals for amendments to the Deed and in that respect:

- (a) any proposal put forward must be in writing and addressed to the Chairperson at the office of the Trust;
- (b) the Trustees must consider any proposal put forward at their next available meeting;
- (c) if the proposal for an amendment to the Deed complies with *clauses 25.2 and 25.4(a)*, the Trustees must call a special general meeting to consider the proposal; and

- (d) if the Trustees discard the proposal in accordance with *clause 25.5*, they may, in their discretion, discuss it at the next annual general meeting.

25.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with *clauses 25.2* and *25.4(a)*, the Trustees may discard the proposal and the Trustees will not be required to call a special general meeting in accordance with the Fourth Schedule.

26. RESETTLEMENT

26.1 The Trustees have the power to settle or resettle any or all of the Trust Assets upon trust in any manner that, in the opinion of the Trustees, is for the advancement or benefit of the present and future Members, provided however that the resettlement must be approved by a Special Resolution in accordance with the rules in the Fourth Schedule.

26.2 Any resettlement of Settlement Quota or Income Shares must comply with the Māori Fisheries Act 2004.

27. TERMINATION OF TRUST BY MEMBERS

27.1 Subject to *clause 25.2*:

- (a) the Trust established by this Deed may be terminated or dissolved if the Adult Registered Members have, by Special Resolution, resolved to do so; and
- (b) on the termination or dissolution of this Trust under this clause, the Trust Assets after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members as long as such payment does not offend against the rule against perpetuities to the extent such rule applies to this Trust.

28. PERPETUITY PERIOD

28.1 Unless stated otherwise in the Maniapoto Settlement Legislation, the perpetuity period for the Trust is the period that commences on the date of this Trust Deed and ends 80 years less one (1) day after the date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly. However, if the Maniapoto Settlement Legislation allows, the Trust may exist in perpetuity.

29. ARCHIVING OF RECORDS

29.1 Records to be held for seven years:

All minutes and other records of any proceedings of the Trustees and any Trust Entity shall be held by the Trust and those Trust Entities for a period of seven (7) years.

29.2 Records to be archived:

At the expiry of seven (7) years the Trustees shall archive the records of the Trust and any Trust Entity for such period as the Trustees consider necessary.

29.3 Records may be retained for longer:

Notwithstanding *clauses 29.1 and 29.2* the Trustees and any of the Trust Entities may hold on to any records for a period exceeding seven (7) years if, in their discretion, such records contain information that is commercially or otherwise sensitive or is still required by the Trust or the Subsidiary to which the information relates.

30. DISPUTE RESOLUTION

30.1 Disputes:

In the event that a dispute arises between:

- (a) any Adult Members; or
- (b) the Trustees and any Adult Members,

regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa or kōrero of Maniapoto then that dispute shall be referred in first instance to the Trustees.

30.2 Notice of Dispute:

All disputes referred to the Trustees in accordance with *clause 30.1* shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

30.3 Reference of Dispute:

If a dispute is not resolved within 30 days of the receipt by the Trustees of written notice of the dispute in accordance with *clause 30.2* then it shall be referred to a Disputes

Committee constituted in accordance with *clauses 30.4 and 30.5*.

30.4 Disputes Committee to be appointed as required:

There shall not be a permanent Disputes Committee, but the Trustees shall appoint a Disputes Committees:

- (a) on a case-by-case basis having regard to the precise subject matter of the dispute in question; and
- (b) only after the expiry of the 30-day period referred to in *clause 30.3*.

30.5 Appointment and composition of Disputes Committee:

A Disputes Committee shall comprise three (3) members who shall be appointed by the Trustees as follows:

- (a) one (1) member of Te Rōpū Kaumātua;
- (b) one (1) Adult Registered Member appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such members cannot also be Trustees or employees of the Trust; and
- (c) one (1) independent (non-Maniapoto) member nominated by the President from time to time of the New Zealand Law Society or his or her nominee, such member to be a barrister or solicitor with 10 or more years' experience.

30.6 Role of Disputes Committee:

The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it.

30.7 Deliberations of Disputes Committee:

In dealing with any dispute:

- (a) a Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with; and
- (b) the findings and decisions of a Disputes Committee shall be final and binding on the parties, subject to the provisions of the Māori Fisheries Act 2004.

30.8 Notification of Outcome

A Disputes Committee shall give its findings and decision, together with the reasons therefore, in writing to the Trustees and any other party to the dispute.

30.9 Disputes relating to the Māori Fisheries Act

If the Trust is the Mandated iwi Organisation for Maniapoto, Part 5 of the Māori Fisheries Act 2004 shall also apply in relation to any disputes under the Māori Fisheries Act 2004.

31. REVIEW OF TRUST DEED

31.1 Review of trust deed

The Trustees shall, within five (5) years of the Settlement Date, initiate a review of the terms and operation of this Deed and, in particular, shall review the arrangements relating to the election of Trustees and all other aspects of the representation of Maniapoto by the Trust.

31.2 Deed review process

In conducting this review, and in order to seek the views of Maniapoto on the terms and operation of this Deed and, in particular, the arrangements relating to the election of Trustees and all other aspects of the representation of Maniapoto by the Trust, the Trustees shall:

- (a) engage and consult with:
 - (i) the Rōpū Whakahaere;
 - (ii) Maniapoto generally; and
- (b) have regard to the tikanga of Maniapoto.

31.3 Review to be independently facilitated

The Trustees shall appoint an independent facilitator to undertake the process of engagement and consultation required by *clause 31.2* and the role of independent facilitator shall be to:

- (a) liaise with the Trustees in the preparation of any discussion materials to be distributed to Maniapoto;

- (b) facilitate any hui;
- (c) receive, compile and review any written submissions received; and
- (d) make recommendations to the Trustees as to the amendments that should be made to the Deed as a consequence of the information received from the process of engagement and consultation.

31.4 Outcome of review

Following the completion of the review and consideration by the Trustees of the report made by the independent facilitator in accordance with *clause 31.3*, the Trustees shall:

- (a) recommend amendments (if any) to this Deed; and
- (b) seek the approval of those amendments by Special Resolution in accordance with the Fourth Schedule.

SIGNED AS A DEED THIS

DAY OF

2021

SIGNED BY:

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

as an Establishment Trustee
in the presence of:

Name: _____

Occupation: _____

Address: _____

FIRST SCHEDULE - MANIAPOTO MEMBERSHIP REGISTER

1. TRUST TO KEEP REGISTER

Trust to maintain register

- 1.1 The Trustees shall administer and maintain the Register and shall make such additions and corrections to the Register as may from time to time be necessary.
- 1.2 The Trustees shall take active steps to seek to increase the number of Adult Registered Members registered on the Register with the aim, so far as reasonably possible, to ultimately have all Members registered on the Register.

Register to comply with this Schedule

- 1.3 The Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

2. CONTENTS OF REGISTER

Register to contain Members' details

- 2.1 The Register shall record in it the full name, gender, date of birth, whakapapa and/or marae to which they affiliate to Maniapoto, the primary Whare o Te Nehenehenui, postal address, telephone number, and email address (where available) of each Member and such other information as the Trustees may determine from time to time.
- 2.2 **Beneficiary Registration Number:** The Trustees shall allocate and record on the Register a beneficiary identification number for each Adult Registered Member. Adult Registered Members will be notified of their beneficiary number.
- 2.3 The Register shall be available for inspection by members who can view their own details on The Register.

Initial Membership

- 2.4 Subject to *rule 2.4*, as at the date of this Deed, the Register shall include all persons who are registered as members of Maniapoto on any registers maintained by:
- (a) the Maniapoto Māori Trust Board; and
 - (b) the Maniapoto Fisheries Trust.
- 2.5 Those persons named on the registers listed at *rule 2.3* will not be transferred to the

Register if they do not meet the Member requirements under this Deed.

3. APPLICATIONS FOR REGISTRATION

Form of applications:

- 3.1 The Trustees shall produce and make available to any person on request an Iwi Registration Form for application to register as a Member.
- 3.2 The Iwi Registration Form must enable Members to state:
- (a) whether they wish to receive Private Notices and postal Ballot and Voting Papers for elections of Trustees and for resolutions regarding amendments to this Deed, the disposal of Income Shares or the disposal of Settlement Quota; and
 - (b) whether they wish to receive Private Notices and postal Voting and Ballot Papers by electronic means.
- 3.3 All applications for registration as a Member:
- (a) must be made in writing to the Trustees on the Iwi Registration Form approved from time to time by the Trustees; and
 - (b) must contain:
 - (i) the full name, gender, date of birth, postal address, telephone number and, where available, email address of the applicant;
 - (ii) the primary Whare o Te Nehenehenui the applicant chooses to register for the purpose of Ngā Kura Tau Trustee elections;
 - (iii) each of the Marae the applicant chooses to register for the purpose of appointing Rōpū Whakahaere members;
 - (iv) the whakapapa (genealogical connections) through which the applicant claims affiliation to Maniapoto;
 - (v) the whakapapa (genealogical connections) through which the applicant claims affiliation to his or her nominated Marae;
 - (vi) any other evidence that the Trustees may from time to time require regarding the applicant's status as a Member; and

(vii) such other information as the Trustees may determine from time to time.

Applicants

3.4 An application for registration as a Member may be made by:

- (a) Adult Members on their own behalf or by their legal guardian;
- (b) the parent or legal guardian of Members who are under the age of 18 years on their behalf.

4. DECISIONS AS TO MEMBERSHIP

Registrar

4.1 For the purpose of maintaining the Register, the Trustees shall appoint a Registrar.

4.2 The Registrar must be an Adult Registered Member who:

- (a) is not a Trustee;
- (b) may be a member of a Te Rōpū Kaumātua, Te Rōpū Rangatahi or Ngā Aka Whawhau;
- (c) may not be a member of the Whakapapa Committee;
- (d) must have an understanding and knowledge of Maniapoto whakapapa and tikanga;
- (e) may be appointed for such term at such remuneration and upon such conditions as the Trustees may from time to time prescribe; and
- (f) may be removed from the office of Registrar by the Trustees by resolution passed by not less than 75% of the Trustees.

4.3 The Registrar shall be responsible for:

- (a) receiving and assessing applications for membership made under *rule 3.4* of this Schedule;
- (b) approving the registration of Members and entering their details on the Register;
- (c) promoting the registration of Members and providing on request to any person

an Iwi Registration Form; and

- (d) maintaining and updating the Register and from time to time making such additions and corrections to the Register as may be necessary.

4.4 The Registrar may be assisted by employees of the Trust in the performance of his or her responsibilities, including receiving and assessing applications for membership and making recommendations to the Registrar for his or her consideration and determination in terms of the matters specified in *rule 4.3* and *rules 4.8 to 4.11* of this Schedule.

Whakapapa Committee

4.5 For the purpose of determining any disputes regarding membership, including disputes raised by persons whose applications for registration are not accepted, the Trustees shall from time to time as required appoint a Whakapapa Committee.

4.6 The Whakapapa Committee shall comprise three (3) members who:

- (a) are Adult Registered Members;
- (b) are recognised as having the expertise and knowledge of Maniapoto whakapapa necessary to make decisions regarding applications for membership; and
- (c) shall be appointed by the Trustees from time to time;
- (d) may be Trustees, members of Te Rōpū Kaumātua, Te Rōpū Rangatahi or Ngā Aka Whawhau.

4.7 A person may be removed as a member of the Whakapapa Committee by the Trustees by resolution passed by not less than 75% of the Trustees.

Consideration of applications

4.8 The Trustees shall forward all applications for membership pursuant to *rule 3* of this Schedule, together with any supporting material, to the Registrar.

4.9 Upon receipt of an application for membership, the Registrar:

- (a) shall consider the application;
- (b) may request the applicant to provide additional evidence or information

verifying his or her identity and/or membership of Maniapoto;

- (c) may consult with the Trustees, Te Rōpū Kaumātua or any other person with expertise and knowledge of Maniapoto whakapapa in relation to any application for registration; and
- (d) shall make a decision as to whether or not the applicant should be registered as a Member.

Decisions on applications

4.10 In the event that the Registrar decides to approve the application, the Registrar shall:

- (a) notify its decision in writing to:
 - (i) the Trustees; and
 - (ii) the applicant;
- (b) enter the applicant's name and other relevant details (including beneficiary identification number in accordance with *rule 2.2* of this Schedule) in the appropriate part of the Register.

4.11 In the event that the Registrar decides to decline the application:

- (a) the Registrar shall notify his or her decision, including the reasons for the decision, in writing to:
 - (i) the Trustees; and
 - (ii) the applicant;
- (b) the applicant shall not be precluded from submitting a further application with additional supporting information to the Registrar.

Review of decisions

4.12 Within 20 Business Days of notification by the Registrar to the applicant of any decision by the Registrar to decline the applicant's application, the applicant may seek a review of the decision by application in writing submitted to the Registrar.

4.13 The application for review shall include the grounds for seeking review of the Registrar's decision.

- 4.14 Any correctly notified application for review shall be considered by the Whakapapa Committee in accordance with *rule 4.16 to 4.19* of this Schedule.
- 4.15 Upon receipt of a correctly notified application for review:
- (a) the Registrar shall notify the Trustees of the receipt of the application for review;
 - (b) the Trustees shall appoint a Whakapapa Committee (if one has not yet been appointed);
 - (c) the Registrar shall provide the Whakapapa Committee with:
 - (i) the relevant Iwi Registration Form completed by the applicant together with any supporting material;
 - (ii) the decision of the Registrar in relation to the application including the reasons for the decision; and
 - (iii) the application for review.
- 4.16 The Whakapapa Committee shall, subject to meeting the requirements of natural justice and having due regard to Maniapoto tikanga, have the sole discretion to call for evidence, seek additional information and determine the manner in which any review before it should be dealt with.
- 4.17 In meeting the requirements of natural justice, the Whakapapa Committee shall provide the applicant with the opportunity to attend a meeting of the Whakapapa Committee for the purpose of presenting any evidence in support of the application for membership and addressing any matters that the Committee, in its discretion, may identify.
- 4.18 Subject to the provisions of any relevant Act or rule of law, any findings and decision of the Whakapapa Committee on any review shall be final and binding on the parties including the Trust.
- 4.19 The Whakapapa Committee shall give its decision, together with the reasons for the decision, in writing to:
- (a) the applicant;
 - (b) the Trustees; and

(c) the Registrar.

4.20 In the event that the Whakapapa Committee decides to approve the application for review, the Registrar shall enter the applicant's name and other relevant details (including beneficiary identification number in accordance with *rule 2.2* of this Schedule) in the appropriate part of the Register.

5. MAINTENANCE OF REGISTER

Maatauranga

5.1 The Trustees, the Registrar, the Whakapapa Committee and all Trust staff shall ensure that:

- (a) the spiritual sacredness of whakapapa as he taonga tapu is acknowledged and respected; and
- (b) the requirements of the Privacy Act 1993 are met with regard to the storage, disclosure and use of information, and all written or oral information in relation to applications for registrations shall be treated in the strictest confidence subject to the express terms of this Deed.

Policies

5.2 The Trustees shall take such steps and institute such policies as they consider necessary to ensure that the Register is maintained in a condition that is as up-to-date, accurate and complete as reasonably possible.

5.3 In maintaining the Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of those Members who are not for the time being on the Register.

Responsibility of Members

5.4 Notwithstanding *rule 1.1* of this Schedule:

- (a) it shall be the responsibility of each Adult Member (or, in the case of Members under 18 years of age, the parent or guardian of such Member) to ensure that his or her name is included in the Register;
- (b) it shall be the obligation of each Adult Registered Member (or, in the case of Members registered as being under 18 years of age, the parent or guardian of

such Member) to notify the Registrar of any change in his or her postal address, telephone number or email address; and

- (c) any Member may choose to terminate their registration of his or her membership of Maniapoto by notifying the Trustees in writing.

Consequences of registration

- 5.5 Registration of any person on the Register as a Member shall be conclusive evidence of that person's status as a Member.

SECOND SCHEDULE - ELECTION AND APPOINTMENT OF TRUSTEES

1. APPLICATION OF THIS SCHEDULE

- 1.1 With the exception of the Establishment Trustees (who shall hold office as at the date of this Deed), the Trustees shall be appointed in accordance with, and subject to, the rules and procedures set out in this Schedule and *clause 4*.

2. ELIGIBILITY FOR APPOINTMENT

- 2.1 To be elected or appointed as a Trustee a nominee must, as at the closing date for nominations, be recorded in the Register as an Adult Registered Member, be resident in New Zealand, and be eligible in accordance with *rule 2.2* of this Schedule.

- 2.2 A person is not eligible to be a Trustee if he or she:

- (a) does not meet the requirements of *rule 2.1* of this Schedule;
- (b) is bankrupt or has within the last (5) years been adjudged bankrupt;
- (c) is or has ever been convicted of:
 - (i) an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961;
 - (ii) an offence under section 373(4) of the Companies Act 1993; or
 - (iii) an offence punishable by two (2) or more years imprisonment,unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004;
- (d) is or has ever been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
- (e) is or has ever been removed as a trustee of a trust by order of a Court on the grounds on breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- (f) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Assessment and Treatment) Act 1992;
- (g) becomes subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988; or

(h) has within the last four (4) years been removed from the office of Trustee in accordance with *clause 23* of this Deed or *rule 13* of this Schedule.

2.3 A director, trustee or board member of a Trust Entity may be nominated for election as a Trustee, but if elected must forthwith resign his or her position as director, trustee or board member of such Trust Entity if that is necessary in order to meet the requirements of *clause 11.3(d)* of this Deed.

2.4 An employee of or contractor to the Trust or any Trust Entity may be nominated for election as a Trustee, but if elected must forthwith resign his or her position as an employee or contractor.

2.5 To be eligible to be a Ngā Kura Tau Trustee, in addition to the criteria in *rule 2.1* of this Schedule, a person must be a Rōpū Whakahaere Member for the relevant Whare o Te Nehenehenui, having been appointed in accordance with the Seventh Schedule.

3. NUMBER OF TRUSTEES

3.1 Except in the case of the Establishment Trustees, there shall be no more than fourteen (14) Trustees, provided however that the Trust may from time to time have less than fourteen (14) Trustees in the event of the early cessation of office of a Trustee and pending the appointment of a replacement Trustee.

3.2 In respect of the fourteen (14) Trustee positions:

(a) The seven (7) Ngā Kura Tau Trustees shall be elected only by the Adult Registered Members who have selected that Whare o Te Nehenehenui as their primary Whare o Te Nehenehenui for the purposes of Kura Tau elections on their Iwi Registration Form in accordance with the rules set out in this Schedule.

(b) The six (6) Ngā Kura Rere Trustees shall be elected by all Adult Registered Members in accordance with the rules set out in this Schedule.

(c) The one (1) Te Kura Kaumātua Trustee shall be appointed by the Trustees in accordance with *clause 4.3*.

4. TIMING OF ELECTIONS

4.1 The elections for Trustees in any given Income Year must be concluded by the time of the annual general meeting of the Trust in that Income Year.

5. TERM OF OFFICE

Term of office

- 5.1 Subject to *rule 5.4 and 5.5* of this Schedule, the Trustees from time to time shall hold office for a term of three (3) years.
- 5.2 Retiring Trustees, including retiring Establishment Trustees, shall be eligible for re-appointment, provided however that the Ngā Kura Tau Trustees and the Ngā Kura Rere Trustees must be nominated for election in accordance with the provisions of this Schedule.

Maximum number of terms

- 5.3 No Trustee may serve more than three (3) consecutive terms, but any Trustee who has served three (3) consecutive terms may be re-elected or reappointed for a further term or terms after standing down for at least one term of three (3) years. The term of the Subsequent Trustees shall not be counted as a term for the purpose of this rule.

Retirement of Establishment Trustees, Subsequent Trustees and Trustees

- 5.4 Subject to *clause 3.2*, the Establishment Trustees shall retire from office with elections having been held or appointments made for the Trustee positions as at the date of the annual general meeting of the Trust in the first Income Year following the Settlement Date.
- 5.5 Following the retirement of the Establishment Trustees in accordance with *rule 5.4* of this Schedule:
- (a) each Subsequent Trustee elected as a Ngā Kura Tau Trustee in accordance with *rule 6* of this Schedule shall hold office until the conclusion of the annual general meeting of the Trust in the second Income Year following his or her appointment;
 - (b) each Subsequent Trustee elected as a Ngā Kura Rere Trustee in accordance with *rule 6* of this Schedule shall hold office until the conclusion of the annual general meeting of the Trust in the third Income Year following his or her appointment; and
 - (c) the Subsequent Trustee appointed as Te Kura Kaumātua in accordance with *clause 4.3* shall hold office until the conclusion of the annual general meeting

of the Trust in the second Income Year following his or her appointment.

- 5.6 Following the retirement of the Subsequent Trustees in accordance with *rule 5.5* of this Schedule, each Trustee appointed or elected in accordance with *clause 4.3* and *rule 6* of this Schedule shall hold office until the conclusion of the annual general meeting of the Trust in the third Income Year following his or her appointment.

6. ELECTION OF TRUSTEES FROM ALL ADULT REGISTERED MEMBERS

- 6.1 The Adult Registered Members listed in the Register shall be entitled to elect Ngā Kura Tau and Ngā Kura Rere in accordance with the rules for elections as set out in this *rule 6* of this Schedule.

Nga Kura Rere

- 6.2 The six (6) Ngā Kura Rere shall be elected by the Adult Registered Members at elections held pursuant to this *rule 6*.

Nga Kura Tau

- 6.3 Each of the seven (7) Ngā Kura Tau shall be elected only by the Adult Registered Members who have selected the Whare o Te Nehenehenui for the relevant Ngā Kura Tau position as their primary Whare o Te Nehenehenui for the purposes of Ngā Kura Tau elections on their Iwi Registration Form at elections held pursuant to this *rule 6*.

Nominations

- 6.4 Subject to *rule 6.9* of this Schedule, in the election for the seven (7) Ngā Kura Tau positions the nominees for each Ngā Kura Tau position shall be the Rōpū Whakahaere Members appointed to the relevant Rōpū Whakahaere.
- 6.5 In the election for the six (6) Ngā Kura Rere positions, the Trustees will seek nominations of eligible candidates from the Adult Registered Members.
- 6.6 The nominations from Adult Registered Members must be in writing in the form required under *rule 6.8* of this Schedule and received by the Trustees by the date specified in the notice under *rule 6.7(d)* of this Schedule.
- 6.7 At least three (3) months before the annual general meeting of the Trust for the relevant Income Year, and in any event in sufficient time for the election to be concluded in accordance with *rule 4* of this Schedule, the Trustees will give Public Notice of:

- (a) the pending expiration of the term of office of Trustees;
- (b) the date at which the election of Trustees will be held;
- (c) the entitlement of Adult Registered Members to nominate candidates for election for Ngā Kura Rere positions that are open for election; and
- (d) the date by which nominations for the Ngā Kura Rere positions are to be provided to the Trustees, such date to be no later than 20 Business Days after the date of the Public Notice.

The Trustees will also give notice of the matters identified in this *rule 6.7* to Adult Registered Members by post or email to the last address shown for each such Adult Registered Member on the Register.

Nomination Form

6.8 The nomination form prescribed by the Trustees must:

- (a) contain details of the nominee's full name, address and contact number;
- (b) include a declaration signed by the nominee that declares:
 - (i) that the nominee meets the criteria specified in *rule 2.1* of this Schedule;
 - (ii) that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of the matters specified in *rule 2.2* of this Schedule;
 - (iii) that, if elected, the Trustee agrees to be bound by the terms of this Deed and any other relevant Trustee obligations;
 - (iv) whether the nominee has been convicted of any offence under the Crimes Act 1961 and, if so, the nature of such offence or offences and any sentence received, but excluding any offence for which the nominee is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004; and
 - (v) authorises the Trustees to make enquiry of relevant persons, authorities and records to confirm any aspect of the nominee's declaration;
- (c) be accompanied by a brief curriculum vitae no more than two (2) pages in

length containing details of the nominee's experience relevant to the role of Trustee; and

- (d) be countersigned by not less than three (3) Adult Registered Members.

Withdrawal of Nomination

6.9 A nominee may withdraw his or her nomination or candidacy for election by notice in writing to the Trustees signed by the nominee.

6.10 If the Trustees receive notice of the withdrawal of a nomination after Public Notice of the nominees has been given and Voting Papers have been sent to Adult Registered Members under *rules 6.13 and 6.14* of this Schedule:

- (a) if the notice of withdrawal of nomination is received 20 Business Days before the date at which voting is to close, the Trustees will promptly give Public Notice of the withdrawal of the nominee and the nominees who remain for election; and
- (b) the number of remaining nominees for election from the nominations received from Adult Registered Members under *rule 6.6* of this Schedule is less than or equal to the number of Trustee positions remaining open for election, then the provisions in *rule 6.11* of this Schedule shall apply with any necessary modifications.

Where Nominees Equal To or Less Than Vacancies

6.11 In the event that the number of nomination forms received by the Trustees from Adult Registered Members within the timeframe specified in *rule 6.7(d)* of this Schedule is less than or equal to the number of Ngā Kura Rere Trustee positions for which nominations from Adult Registered Members have been sought:

- (a) the nominees in those nomination forms will be deemed to be duly elected as Trustees and a declaration for the purposes of *rule 9.1* of this Schedule will be deemed to have been made as at the date of the annual general meeting for the relevant Income Year; and
- (b) in respect of those Ngā Kura Rere Trustee positions for which there are insufficient or no nomination forms received by the Trustees from Adult Registered Members:

- (i) the Trustees shall call for nominations for any remaining Trustee positions from those Adult Registered Members present at the annual general meeting for that Income Year;
- (ii) any person nominated at the annual general meeting must complete a nomination form in writing in the form required under *rule 6.8* of this Schedule before any vote is taken and the nominee's declaration in that nomination form must be read to the annual general meeting before any vote is held;
- (iii) the Returning Officer or his or her delegate must be present at the annual general meeting;
- (iv) if the number of nominees is more than the number of Ngā Kura Rere Trustee positions for which nominations have been sought at the annual general meeting:
 - (A) a vote of those Adult Registered Members present at the annual general meeting shall be conducted at the annual general meeting under the scrutiny of the Returning Officer or his or her delegate;
 - (B) the votes shall be counted at the annual general meeting by the Returning Officer or his or her delegate;
 - (C) the nominees who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees and a declaration for the purposes of *rule 9.1* of this Schedule will be deemed to have been made as at the date of the annual general meeting; and
 - (D) if there are an equal number of votes for the last available Trustee position, the successful candidate will be decided by the drawing of lots;
- (v) if the number of nominees is less than or equal to the number of Ngā Kura Rere Trustee positions for which nominations have been sought at the annual general meeting, the nominees will be deemed to be duly elected as Trustees and a declaration for the purposes of *rule 9.1* of this Schedule will be deemed to have been made as at the date of the

annual general meeting.

Notice of Elections

6.12 At least 20 Business Days before the date at which an election will be held, the Trustees will give Public Notice of:

- (a) the date at which the election will be held;
- (b) the number of Trustee positions that are open for election and the names of the nominees;
- (c) the date by which completed Voting Papers are to be received by the Returning Officer;
- (d) the means by which votes may be cast in the election; and
- (e) where Voting Papers and any other information that may reasonably inform Members about the election may be viewed or obtained.

6.13 At least 20 Business Days before the date at which an election will be held, the Trust shall send to all Adult Registered Members Private Notice in writing of:

- (a) the purpose of the election;
- (b) the date at which the election will be held;
- (c) the number of Trustee positions that open for election and the names of the nominees;
- (d) a copy of the nomination form and curriculum vitae provided by each nominee in accordance with *rule 6.9* of this Schedule;
- (e) the date by which completed Voting Papers are to be received by the Returning Officer;
- (f) the means by which votes may be cast in the election;
- (g) a Voting Paper; and
- (h) where further Voting Papers and any other information that may reasonably inform Adult Registered Members about the election may be viewed or obtained.

- 6.14 Any Adult Member, not being recorded as an Adult Registered Member on the Register, may make a written request, which must be received by the Returning Officer no later than 10 Business Days after the date of the Public Notice under *rule 6.13* of this Schedule, for a Private Notice in writing containing the information required under *rule 6.13*, provided however that:
- (a) the Returning Officer shall send the requested Private Notice to the Adult Member within five (5) Business Days of receiving the request, but the 20 Business Day notice period specified in *rule 6.13* shall have no application;
 - (b) the Returning Officer shall also send an Iwi Registration Form to the Adult Member with the Private Notice; and
 - (c) the completed Iwi Registration Form together with any completed Voting Paper must be received by the Returning Officer on or before the date by which completed Voting Papers are otherwise to be received by the Returning Officer and the Adult Member's registration must be approved by the Registrar in order for the Adult Member's vote to be counted by the Returning Officer in accordance with *rule 8* of this Schedule;
- 6.15 Notwithstanding anything in the First Schedule to this Deed, the Returning Officer shall forthwith upon receipt refer all completed Iwi Registration Forms to the Registrar and the Registrar shall consider, determine and advise the Returning Officer of the outcome of any applications for registration that are received in that context within five (5) Business Days of the date at which the election is held.

Exercise of Vote

- 6.16 Votes by Adult Registered Members must be validly cast on a Voting Paper and must be:
- (a) received by the Returning Officer on or before the notified date by which completed Voting Papers are to be received by the Returning Officer;
 - (b) where cast by post, received by the Returning Officer no later than three working (3) days after the closing date for the election but only if the envelope containing the Voting Paper is date stamped on or before the closing date for the election; or
 - (c) where cast by electronic means, received by the Returning Officer before any

notified date by which votes by electronic means are to be cast.

- 6.17 Each Voting Paper must contain information that is sufficient for the Returning Officer to:
- (a) identify the voter to whom the Voting Paper has been issued; and
 - (b) ensure that only one (1) vote is cast by each Adult Registered Member.

7. RETURNING OFFICER

- 7.1 The Trustees shall appoint a person or election services provider to act as an independent Returning Officer for the purpose of elections held under *rule 6* of this Schedule, provided however that the Returning Officer shall not be a Trustee, a nominee, an employee of the Trust, or an Adult Registered Member.
- 7.2 The Returning Officer shall be responsible for receiving and counting all votes cast in an election held under *rule 6* of this Schedule.
- 7.3 The Trustees may appoint up to two (2) persons to assist the Returning Officer with his or her task, provided that such persons shall not be Trustees or nominees.

8. COUNTING OF VOTES

Counting of Votes

- 8.1 On completion of voting in an election held under *rule 6* of this Schedule, the Returning Officer shall:
- (a) review all votes cast;
 - (b) reject as informal:
 - (i) any Voting Paper for which there is reasonable cause to believe that it was not prepared by the Trust or Returning Officer for the purposes of the election;
 - (ii) any Voting Paper that is not properly completed by an Adult Registered Member; and
 - (iii) any Voting Paper that does not clearly indicate the nominee or nominees for which the voter intended to vote,

provided that no Voting Paper shall be rejected as informal by reason only of some informality in the manner in which it has been dealt with by the voter if the Voting Paper is otherwise regular and if, in the opinion of the Returning Officer, the intention of the voter is clearly indicated;

- (c) count the number of votes rejected as informal; and
- (d) count the number of valid votes cast in the election received by each nominee.

8.2 In each election that is held under *rule 6* of this Schedule the nominees who receive the highest number of valid votes for those Trustee positions for which nominations were made by Adult Registered Members under *rule 6.6* of this Schedule will be elected as Trustees.

8.3 If there are an equal number of votes for any last available Trustee position in an election, the successful nominee will be decided by the drawing of lots by the Returning Officer.

Provisional Votes

8.4 Where an Adult Member is not an Adult Registered Member and has voted in accordance with *rule 6.14(c)* of this Schedule:

- (a) such vote is provisional until such time as the voter's Iwi Registration Form is approved by the Registrar under *rule 6.16* of this Schedule; and
- (b) the provisional vote will be invalidated if the application for registration as an Adult Registered Member is declined by the Registrar.

8.5 Where, in respect of any election, one (1) or more provisional votes has been cast:

- (a) if the validity or otherwise of the provisional votes may affect the outcome of the election, the Returning Officer may not certify the result of the election until the validity of the provisional votes has been confirmed pursuant to *rule 6.16* of this Schedule and any valid provisional votes have been counted; and
- (b) if the validity or otherwise of the provisional votes will not affect the result of the election, the Returning Officer may certify the result notwithstanding that the validity of the provisional votes has not been confirmed pursuant to *rule 6.16* of this Schedule and the provisional votes have not been counted.

9. DECLARATION AND NOTIFICATION

Declaration in respect of Trustee Elections

9.1 In respect of Trustees elected in accordance with *rule 6*, the Returning Officer shall make, and forward to the Trustees within 10 Business Days of the date of the election, a declaration in writing stating:

- (a) the number of Voting Papers received;
- (b) the number of Voting Papers rejected as informal;
- (c) the number of valid votes received by each nominee in respect of:
 - (i) the Trustee positions for which nominations were made by Adult Registered Members in relation to Ngā Kura Rere position under *rule 6.5* of this Schedule; and
 - (ii) the Ngā Kura Tau positions;
- (d) where applicable, the results of any drawing of lots conducted by the Returning Officer under *rule 8.3* of this Schedule; and
- (e) the names of the duly elected Trustees.

Notification

9.2 Upon receipt by the Trustees of the declarations under *rules 9.1* and *9.2* of this Schedule, the Trustees shall:

- (a) give Public Notice of the result within 10 Business Days of the date of the declaration;
- (b) advise the nominees in writing of the result; and
- (c) announce the result at the annual general meeting of the Trust in that Income Year.

10. RETENTION OF ELECTION RECORDS

10.1 The Returning Officer shall, as soon as practicable after he or she has declared the result of the election:

- (a) place all Voting Papers and other voting records into a sealed packet;

(b) endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election and sign the endorsement; and

(c) forward the sealed packet to the Trustees.

10.2 Any sealed packet received from the Returning Officer shall be safely kept unopened by the Trustees for a period of six (6) months from the date that the election to which the packet relates was held.

10.3 At the expiry of that six (6) month period the packets shall be destroyed unopened.

11. VACANCY OF TRUSTEE

11.1 Should:

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

(b) any casual vacancy arise prior to the expiry of any Trustee's term of office; and

(c) the term to run for that vacant position in either *rule 11.1(a)* or *rule 11.1(b)* exceeds six months;

then that vacancy shall be filled in accordance with *rule 13* of this Schedule.

12. REMOVAL FROM OFFICE OF TRUSTEE

12.1 Notwithstanding the foregoing rules of this Schedule, a Trustee shall be removed from office and his or her position deemed vacant if the Trustee ceases to reside within New Zealand or is no longer suitable to hold office due to the following actions:

(a) is declared bankrupt;

(b) is convicted of:

(i) an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961;

(ii) an offence under section 373(4) of the Companies Act 1993; or

(iii) an offence punishable by two (2) or more years imprisonment; and

(c) is disqualified from being a director of a company registered under the

Companies Act 1955 or the Companies Act 1993;

- (d) is removed as a trustee of a trust by order of a Court on the grounds on breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- (e) fails to attend more than three (3) consecutive Trustee meetings without good reason or without the permission of the Chairperson;
- (f) refuses to act in his or her capacity as Trustee;
- (g) makes a false declaration in the Trustee's nomination form under *rule 6.8* of this Schedule;
- (h) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
- (i) becomes subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.

12.2 A Trustee shall be declared removed from office on any of the grounds in *rule 12.1* of this Schedule by a resolution passed by a majority of not less than 75% of the other Trustees and in accordance with section 104 and section 105 of the Trusts Act 2019.

12.3 A Trustee removed from office in accordance with *rules 12.1 and 12.2* of this Schedule shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected or appointed as a Trustee for a period of not less than four (4) years following his or her removal.

12.4 The removal of a Trustee in accordance with *rule 12.1* of this Schedule shall, together with reasons, be reported at the next annual general meeting of the Trust following such removal.

13. REPLACEMENT OF TRUSTEE

13.1 In the event of a Trustee vacancy under *rule 11* of this Schedule then:

- (a) if the vacancy relates to an Establishment Trustee, then a replacement trustee shall be appointed by resolution of the remaining Establishment Trustees;
- (b) if the vacancy relates to a Ngā Kura Rere or Ngā Kura Tau Trustee position:

- (i) the Trustees shall offer the vacant position to the next highest polling nominee at the previous election; and
 - (ii) if that nominee declines to accept appointment as a trustee or there is no such person, the vacancy shall be filled by the holding of an election in accordance with the Second Schedule;
- (c) if the vacancy relates to the Te Kura Kaumātua Trustee position, the replacement Trustee shall be appointed by the remaining Trustees following a recommendation of Te Rōpū Kaumātua in accordance with *clause 4*.

Term of replacement trustees

13.2 In the case of an appointment made pursuant to *rule 13.1* of this Schedule, the replacement Trustee shall, as the case may be, hold office:

- (a) in the case of a person appointed to replace an Establishment Trustee, for the balance of the Establishment Period; and
- (b) in the case of a person appointed to replace a Trustee appointed or elected pursuant to *rule 6* and *rule 9* of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

13.3 The balance of the term of office shall not count as a term of the person appointed to fill the vacancy, for the purpose of *rule 5.3* of this Schedule.

14. RECORD OF CHANGES OF TRUSTEES

14.1 Upon the notification of every election, appointment, retirement, vacancy, removal or replacement of any Trustee, the Trustees will ensure that an entry is made in the minutes of the Trust to that effect.

THIRD SCHEDULE - PROCEDURE FOR TRUSTEE MEETINGS

1. TIME AND PLACE OF TRUSTEE MEETINGS

- 1.1 In addition to any General Meeting, the Trustees may agree to convene one (1) or more meetings of Trustees in each Income Year.
- 1.2 A meeting of Trustees may also be requested by the Chairperson, the Deputy Chairperson, or the written request of three (3) or more Trustees in accordance with *rule 3* of this Schedule.
- 1.3 Subject to any other requirements in this Deed:
- (a) meetings of Trustees will be held at such date, time and venue as the Trustees may from time to time determine; and
 - (b) the Trustees may adjourn or otherwise regulate their meetings as they, in their discretion, think fit.

2. ELECTION OF CHAIRPERSON, DEPUTY CHAIRPERSON AND SECRETARY

- 2.1 At the first meeting of Trustees after the date of this Deed, the Trustees will appoint:
- (a) one (1) of the Trustees as Chairperson;
 - (b) another Trustee as Deputy Chairperson; and
 - (c) appoint an employee of the Trust, who may be the Chief Executive, as Secretary for the purpose of the administration of, and minute taking at, Trustee meetings.
- 2.2 The officeholders referred to in *rule 2.1* shall hold office for a term of no more than 3 years (provided that they are eligible for re-appointment for 1 further term of 3 years) unless they retire or are removed earlier.

3. POWER TO CALL SPECIAL MEETINGS OF TRUSTEES

- 3.1 The Secretary shall on the written request of either:
- (a) the Chairperson;
 - (b) the Deputy Chairperson if, at the relevant time, the Chairperson is indisposed

or not in New Zealand; or

(c) three (3) of more Trustees,

convene a special meeting of Trustees in accordance with the request.

3.2 The request must state the objects for which the special meeting of Trustees is to be convened and must:

(a) be signed, as the case may be, by:

(i) the Chairperson;

(ii) the Deputy Chairperson if, at the relevant time, the Chairperson is indisposed or not in New Zealand; or

(iii) each of the Trustees requesting the meeting in accordance with *rule 3.1(c)* of this Schedule; and

(b) be delivered to the Secretary at the Registered Office by personal delivery, email or post, and in the case of a Trustees' request may consist of several documents in the same form, each executed on behalf of one (1) or more of the Trustees requesting the meeting.

3.3 The request will be deemed to be given on the Business Day that it is received or, if received on a day that is not a Business Day, on the next Business Day and, upon receipt of a request under *rule 3.2* of this Schedule:

(a) the Secretary shall give notice to the Trustees within five (5) Business Days from the date on which a request is deemed to have been given of the date, of the time, venue and agenda of a special meeting of Trustees;

(b) such special meeting must to be held within 15 Business Days from the date of the notice; and

(c) the Trustees must convene such a special meeting of Trustees in accordance with the notice.

4. NOTICE OF TRUSTEE MEETINGS

4.1 In addition to any other notice requirements in this Deed, and except as provided in

rule 3.3 of this Schedule in respect of notice of special meetings, each Trustee is to receive not less than 10 Business Days' notice of any meeting of Trustees.

4.2 Each notice of a meeting of Trustees or other communication required under this Deed to be given to a Trustee, is to be:

- (a) in writing marked for the attention of the Trustee;
- (b) made by personal delivery, post or email communication to the Trustee at his or her postal address or email address as from time to time notified for the purpose by the Trustee to the Secretary at the Registered Office; and
- (c) accompanied by an agenda, any relevant supporting papers and notice any resolutions that are required to be passed by a majority of not less than 75% of Trustees.

4.3 No notice or other communication to a Trustee will be effective until received, provided however that a notice will be deemed to have been received by a Trustee:

- (a) in the case of an email communication, on the Business Day on which it is transmitted or, if transmitted after 5.00pm on a Business Day or transmitted on a non-Business Day, on the next Business Day after the date of transmittal;
- (b) in the case of personal delivery, when delivered; and
- (c) in the case of delivery by post, two (2) Business Days after posting by Fastpost or CourierPost.

4.4 Any ordinary or special meeting of Trustees will, notwithstanding that it is called by shorter notice or in a different form than that provided in *rules 4.1 and 4.2* of this Schedule, be deemed to have been properly convened if, prior to the meeting proceeding to business, it is so agreed:

- (a) in the case of a meeting of Trustees where the agenda comprises only ordinary business, by a majority in number of the Trustees present at the meeting in person or by telephone; and
- (b) in the case of a meeting of Trustees where the business comprises one (1) or more resolutions that are required to be passed by a majority of not less than 75% of Trustees, by 75% of the Trustees present in person or by telephone.

5. PROCEEDINGS AT MEETINGS

Quorum

- 5.1 No business is to be transacted at any meeting of Trustees unless the required quorum is present at the time when the meeting proceeds to business.
- 5.2 The quorum for a meeting of Trustees at which a resolution that is required to be passed by a majority of not less than 75% of Trustees is proposed, other than as provided in *rule 5.6* of this Schedule, is 75% or more of the Trustees present in person or by telephone.
- 5.3 The quorum for meeting of Trustees at which the only resolutions to be proposed are ordinary resolutions, other than as provided in *rule 5.6* of this Schedule, is 50% or more of the Trustees present in person or by telephone.
- 5.4 If the required quorum under *rules 5.2 or 5.1* is not present within one (1) hour from the time appointed for any meeting, the meeting will stand adjourned until the 10th Business Day, or such other date as the Trustees may determine, following that adjournment in the case of meeting of Trustees.
- 5.5 On the later day to which any meeting is adjourned under *rule 5.4* of this Schedule, the meeting will be held at the same time and in the same place as the adjourned meeting unless the Trustees determine that the meeting shall be held at another time and place.
- 5.6 If a quorum is not present within one (1) hour from the time appointed for any adjourned meeting, the Trustees present in person or by telephone in the case of a meeting of Trustees shall constitute a quorum.
- 5.7 If, due to the application of *clause 20.4(b)* of this Deed, the required quorum under *rules 5.2 or 5.3* is not present to determine any resolution, the resolution will be adjourned for consideration at the next scheduled meeting of Trustees or a meeting of Trustees on such other date as the Trustees may determine.
- 5.8 For the avoidance of doubt, an Intern Trustee is not to be counted for the purpose of determining whether the required number for a quorum has been met at any meeting of Trustees.

Vacancies

- 5.9 The Trustees may act notwithstanding any vacancy or vacancies in their number, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the appointment of replacement Trustees to fill any vacancy or vacancies, and for no other purpose.

Defects of appointment

- 5.10 All acts done by any meeting of the Trustees or of any committee appointed under *rule 6* of this Schedule shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or any person co-opted to any committee, or that they were disqualified from appointment, be valid as if every such person had been duly appointed and was qualified to act.

Chairperson

- 5.11 The Chairperson or, failing him or her, the Deputy Chairperson, will preside over and have control of every meeting of Trustees.
- 5.12 If there is no Chairperson or Deputy Chairperson present at the time appointed for holding a meeting of Trustees, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose any of their number to substitute as Chairperson for that meeting.

Resolutions

- 5.13 Subject to any other provision in this Deed, any resolution at a meeting of Trustees is to be put as an ordinary resolution and passed by the majority of the Trustees present in person or by telephone.
- 5.14 At any meeting of Trustees, a resolution put to the vote of the meeting will be decided by the Chairperson, Deputy Chairperson or other person chairing the meeting by counting the votes cast on a show of hands together with those cast by telephone.
- 5.15 The declaration of the Chairperson, Deputy Chairperson or other person chairing the meeting that a resolution has been carried, or lost, by the requisite majority and an entry to that effect specifying the numbers of votes cast for and against (and

abstentions) in the minutes the Trust meeting maintained under *rule 7* of this Schedule will be conclusive evidence of the passing of that resolution.

- 5.16 The only persons entitled to vote at meetings of Trustees are the Trustees.
- 5.17 In the event of an equality of votes, neither the Chairperson, the Deputy Chairperson or other person chairing the meeting is to have a second or casting vote and the matter shall be put to a second vote.
- 5.18 Subject to *clause 20.4(a)* of this Deed, each Trustee is entitled to cast a vote in his or her own capacity on any resolution put to a meeting of Trustees.

Attendance at Meetings

- 5.19 Meetings of Trustees are not open to Members, provided however that:
- (a) the Chief Executive and Secretary shall attend any meeting of Trustees; and
 - (b) the Trustees may resolve to permit any person who is an Adult Registered Member or any employee of the Trust or advisor or any other person to attend all or part of a meeting of Trustees and to speak at such meeting during any period that the Trustees decide to open for such purpose.
- 5.20 The Chairperson, Deputy Chairperson or other person chairing the meeting may direct, following a resolution by Trustees, that the Chief Executive, Secretary, Adult Registered Members or any other person not being a Trustee attending any meeting of Trustees must leave the meeting because of the confidentiality of information that is to be discussed.

Telephone Link

- 5.21 The contemporaneous linking together by telephone or other means of communication, including Skype, Zoom or similar video conferencing, of a number of the Trustees representing not less than a quorum, whether or not any one or more of them is out of New Zealand, will be deemed to constitute a valid meeting of Trustees provided that:
- (a) all the Trustees for the time being entitled to receive notice of a meeting of Trustees will be entitled to notice of such meeting and to be linked by telephone or such other means of communication for the purposes of such meeting;

- (b) each of the Trustees taking part in such a meeting and the Secretary must be able to hear each of the other Trustees taking part at the commencement of the meeting;
- (c) at the commencement of such meeting each the Trustees must acknowledge his or her presence to all the other Trustees taking part in any such meeting;
- (d) a Trustee may not leave such meeting by disconnecting his or her telephone or other means of communication, unless he or she has previously obtained the express consent of the Chairperson, Deputy Chairperson or other person chairing the meeting;
- (e) a Trustee will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the Chairperson of the meeting to leave the meeting; and
- (f) a minute of the proceedings at such meeting will be sufficient evidence of such proceedings and of the observance of all necessary formalities if the Chairperson of that meeting has certified the minute as a correct minute.

Unruly Meetings

5.22 If any meeting of Trustees becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, is put to the vote without further discussion.

6. APPOINTMENT OF COMMITTEES

Trustees may appoint committees

- 6.1 The Trustees may by resolution appoint two (2) or more Trustees to be a committee to inquire into or progress any matter on behalf of the Trust.
- 6.2 Any committee of Trustees appointed by the Trustees:

- (a) shall elect a chairperson who must be a Trustee;
- (b) may co-opt, with the Trustees' approval, other persons for consultation and advice;
- (c) must regulate its meetings as it sees fit subject to any policies and procedures established by the Trustees;
- (d) must determine questions by consensus and where consensus is not reached, the question shall be passed by a majority of votes;
- (e) unless otherwise directed by the Trustees, must make monthly reports to the Trust including:
 - (i) details of the activities of the committee since the last such report; and
 - (ii) any income received or expenditure incurred;
- (f) must incur no debts or liabilities that cumulatively exceed the amount of one thousand (\$1,000) dollars without the prior approval of the Trustees;
- (g) may not enter into any transaction or other commitment without the approval of the Trustees; and
- (h) must ensure its activities and actions are consistent with the Trust Purpose and the provisions of this Deed.

7. MINUTES

Minutes to be kept

7.1 The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.

Minutes to be evidence of proceedings

7.2 Any minutes of a meeting of Trustees that is signed by the Chairperson, Deputy Chairperson or other person chairing the meeting of that meeting shall be evidence of those proceedings.

Minutes to be evidence of proper conduct

- 7.3 Where minutes of a meeting of Trustees have been made in accordance with the provisions of *rule 7.1*, the meeting shall, until the contrary is proved, be deemed to have been properly convened and its proceedings to have been properly conducted.

FOURTH SCHEDULE - PROCEDURE FOR SPECIAL RESOLUTIONS

1. APPLICATION OF THIS SCHEDULE

1.1 Except where provided otherwise in this Deed, a special resolution to:

- (a) approve a Major Transaction in accordance with *clause 2.1* of this Deed;
- (b) amend this Deed in accordance with *clause 25* of this Deed;
- (c) approve a resettlement in accordance with *clause 26* of this Deed; or
- (d) terminate the Trust in accordance with *clause 27* of this Deed;

shall only be passed in accordance with the rules set out in this Schedule.

2. VOTING

2.1 In order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Registered Members who cast a valid vote in favour of the proposed Special Resolution in accordance with the rules in this Schedule.

2.2 Every Special Resolution after the date of this Deed shall be by way of ballot of Adult Registered Members with votes to be:

- (a) cast on a Ballot Paper; and
- (b) received by the Returning Officer on or before any notified date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office.

2.3 In the event that the Trust establishes electronic voting facilities, the Trustees may also provide for Adult Registered Members to vote by electronic means in addition to postal voting.

2.4 The Chief Executive and Returning Officer may, as appropriate and in a manner not inconsistent with the provisions of the Electoral Act 1993, take steps to assist the casting of votes by Adult Registered Members who are disabled.

2.5 For the avoidance of doubt, Adult Registered Members may not vote by proxy.

3. APPOINTMENT OF RETURNING OFFICER

3.1 The Trustees shall appoint a Returning Officer for the purpose of conducting a ballot

on any Special Resolution held under this Schedule, provided however that the Returning Officer shall not be a Trustee, a nominee, an employee of the Trust, or an Adult Registered Member.

3.2 The Returning Officer shall be responsible for receiving and counting all votes cast in ballot held under this Schedule.

3.3 The Trustees may appoint up to two (2) persons to assist the Returning Officer with his or her task, provided that such persons shall not be Trustees or nominees.

4. SPECIAL GENERAL MEETING

4.1 The Trustees may, but are not required, to call a special general meeting for the purpose of discussing any matter that is required to be the subject of a Special Resolution and no other business may be transacted at such special general meeting.

4.2 Any such special general meeting shall be notified and conducted in accordance with *clause 19* of this Deed.

5. NOTICE OF BALLOT

5.1 At least 20 Business Days before the date at which a ballot will be held under this Schedule, the Trustees will give Public Notice of:

- (a) the date on which the ballot will be held;
- (b) the Special Resolution that will be the subject of the ballot;
- (c) the date by which completed Ballot Papers are to be received by the Returning Officer;
- (d) the means by which votes may be cast in the ballot; and
- (e) where Ballot Papers and any other information that may reasonably inform Members about the Special Resolution may be viewed or obtained.

5.2 At least 20 Business Days before the date on which a ballot will be held, the Trustees shall send to all Adult Registered Members Private Notice in writing of:

- (a) the purpose of the ballot;
- (b) the date on which the ballot will be held;

- (c) the Special Resolution that will be the subject of the ballot;
- (d) the date by which completed Ballot Papers are to be received by the Returning Officer;
- (e) the means by which votes may be cast in the ballot;
- (f) a Ballot Paper; and
- (g) where further Ballot Papers and any other information that may reasonably inform Adult Registered Members about the Special Resolution may be viewed or obtained.

5.3 Any Adult Member, not being an Adult Registered Member, may make a written request, which must be received by the Returning Officer no later than 10 Business Days after the date of the Public Notice under *rule 5.1* of this Schedule, for a Private Notice in writing containing the information required under *rule 5.2*, provided however that:

- (a) the Returning Officer shall send the requested Private Notice to the Adult Member within five (5) Business Days of receiving the request, but the 20 Business Day notice period specified in *rule 5.2* shall have no application;
- (b) the Returning Officer shall also send an Iwi Registration Form to the Adult Member with the Private Notice; and
- (c) the completed Iwi Registration Form together with any completed Ballot Paper must be received by the Returning Officer on or before the date by which completed Ballot Papers are otherwise to be received by the Returning Officer and the Adult Member's registration must be approved by the Registrar in order for the Adult Member's vote to be counted by the Returning Officer in accordance with *rule 7* of this Schedule.

5.4 Notwithstanding anything in the First Schedule to this Deed, the Returning Officer shall forthwith upon receipt refer all completed Iwi Registration Forms to the Registrar and the Registrar shall consider, determine and advise the Returning Officer of the outcome of any applications for registration that are received in that context within five (5) Business Days of the date at which the ballot is held.

6. EXERCISE OF VOTE

6.1 Votes by Adult Registered Members under this Schedule must be validly cast on a Ballot Paper and must be:

- (a) received by the Returning Officer on or before the notified date by which completed Ballot Papers are to be received by the Returning Officer;
- (b) where cast by post, received by the Returning Officer no later than three (3) days after the closing date for the ballot but only if the envelope containing the Ballot Paper is date stamped on or before the closing date for the election; or
- (c) where cast by electronic means, received by the Returning Officer before any notified date by which votes by electronic means are to be cast.

6.2 Each Ballot Paper must contain information that is sufficient for the Returning Officer to:

- (a) identify the voter to whom the Ballot Paper has been issued; and
- (b) ensure that only one (1) vote is cast by each Adult Registered Member.

7. COUNTING OF VOTES

Counting of Votes

7.1 On completion of voting in a ballot held under this Schedule, the Returning Officer shall:

- (a) review all votes cast;
- (b) reject as informal:
 - (i) any Ballot Paper for which there is reasonable cause to believe that it was not prepared by the Trust or Returning Officer for the purposes of the ballot;
 - (ii) any Ballot Paper that is not properly completed by an Adult Registered Member; and
 - (iii) any Ballot Paper that does not clearly indicate voter's intended vote on the Special Resolution,

provided that no Ballot Paper shall be rejected as informal by reason only of some informality in the manner in which it has been dealt with by the voter if the Ballot Paper is otherwise regular and if, in the opinion of the Returning Officer, the intention of the voter is clearly indicated;

- (c) count the number of votes rejected as informal; and
- (d) count the number of valid votes cast in the ballot.

Provisional Votes

7.2 Where an Adult Member is not an Adult Registered Member and has voted in accordance with *rule 5.3(c)* of this Schedule:

- (a) such vote is provisional until such time as the voter's Iwi Registration Form is approved by the Registrar under *rule 5.4* of this Schedule; and
- (b) the provisional vote will be invalidated if the application for registration as an Adult Registered Member is declined by the Registrar.

7.3 Where, in respect of any ballot, one (1) or more provisional votes has been cast:

- (a) if the validity or otherwise of the provisional votes may affect the outcome of the ballot, the Returning Officer may not certify the result of the ballot until the validity of the provisional votes has been confirmed pursuant to *rule 5.4* of this Schedule and any valid provisional votes have been counted; and
- (b) if the validity or otherwise of the provisional votes will not affect the result of the ballot, the Returning Officer may certify the result notwithstanding that the validity of the provisional votes has not been confirmed pursuant to *rule 5.4* of this Schedule and the provisional votes have not been counted.

8. DECLARATION AND NOTIFICATION

Declaration

8.1 The Returning Officer shall make, and forward to the Trustees within 10 Business Days of the date on which the ballot was held, a declaration in writing stating:

- (a) the number of Ballot Papers received;
- (b) the number of Ballot Papers rejected as informal;

- (c) the number of valid votes received in favour of each proposed resolution and the number of valid votes received against each proposed resolution; and
- (d) whether each proposed resolution has been passed by a sufficient majority of Adult Registered Members.

8.2 Upon receipt by the Trustees of the declaration of the Returning Officer under *rule 8.1* of this Schedule, the Trustees shall give Public Notice of the result of the ballot within 10 Business Days of the date of the declaration.

8.3 Upon receipt by the Trustees of the declaration of the Returning Officer under *rule 9.1* of this Schedule, the Trustees shall:

- (a) give Public Notice of the result of the ballot within 10 Business Days of the date of the declaration; and
- (b) announce the result of the ballot at the next annual general meeting of the Trust.

9. RETENTION OF BALLOT RECORDS

9.1 The Returning Officer shall, as soon as practicable after he or she has declared the result of the ballot:

- (a) place all Ballot Papers and other voting records into a sealed packet;
- (b) endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election and sign the endorsement; and
- (c) forward the sealed packet to the Trustees.

9.2 Any sealed packet received from the Returning Officer shall be safely kept unopened by the Trustees for a period of six (6) months from the date that the ballot to which the packet relates was held.

9.3 At the expiry of that six (6) month period the packets shall be destroyed unopened.

FIFTH SCHEDULE - FISHERIES AND AQUACULTURE ASSETS

1. INCOME SHARES AND SETTLEMENT QUOTA

- 1.1 This schedule does not apply to transfers of Fisheries Assets between entities within the Maniapoto Group provided that those entities comply with the relevant provisions of the Māori Fisheries Act 2004.
- 1.2 Any proposal in relation to the disposal of Income Shares under section 70 of the Māori Fisheries Act 2004 or in relation to the disposal of Settlement Quota under sections 159, 162 or 172 of the Māori Fisheries Act 2004 may only proceed if a Special Resolution of Adult Registered Members has been passed in accordance with the rules in the Fourth Schedule.

2. ASSET-HOLDING COMPANY

- 2.1 The Trustees must ensure that there is at least one (1) Trust Entity that is an Asset-Holding Company and that, to the extent and for so long as required by the Māori Fisheries Act 2004, the Asset-Holding Company is wholly owned by the Trust and performs the functions and complies with the requirements set out in sections 16 and 17 of the Māori Fisheries Act 2004.
- 2.2 Any Asset-Holding Company that is already established prior to the date that the Maniapoto Settlement Legislation comes into force shall continue to function.

3. FISHING OPERATION

- 3.1 If the Trustees wish the Trust to have its own fishing operation to harvest, process, or market fish using annual catch entitlements from its Settlement Quota, or to be involved in a joint venture for such purposes, they must ensure that there is a Fishing Enterprise separate from, but responsible to, the Trust to undertake such operations.
- 3.2 A Fishing Enterprise set up to undertake such operations must be a separate entity from any Asset-Holding Company, or any subsidiary established by an Asset-Holding Company, that holds any Settlement Quota or Income Shares of Maniapoto.

4. NOTICE OF PARTICULAR MEETINGS

- 4.1 In addition to the notice requirements for General Meetings set out in this Deed, in the case of a General Meeting relating to elections, changing a constitutional document to the extent that it relates to matters under the Māori Fisheries Act 2004, the disposal of

Income Shares, or the conversion and disposal of Settlement Quota, the Trustees must:

- (a) give Public Notice of:
 - (i) the date and time of the meeting and its venue;
 - (ii) the agenda for the meeting;
 - (iii) the matter or issue on which a vote is to be taken;
 - (iv) where any relevant explanatory documents may be viewed or obtained; and
 - (v) any other information specified by or under the Māori Fisheries Act 2004
- (b) give a Private Notice, with the information required for the Public Notice as set out in *rule 4.1(a)* of this Schedule together with a copy of the Voting or Ballot Paper for the vote to be taken at the meeting and ¹³ advice as to the address to which, and the date by which, the completed Voting or Ballot Paper must be returned, to any Adult Member who:
 - (i) at the time of registering on the Register, made a written request to be sent a Private Notice and Voting or Ballot Papers for every General Meeting relating to elections, changing a constitutional document to the extent it relates to matters under the Māori Fisheries Act 2004, the disposal of Income Shares, or the conversion and disposal of Settlement Quota; or
 - (ii) whether or not on the Register, makes a written request for a Private Notice in respect of a particular meeting.

5. COMPLIANCE WITH MĀORI FISHERIES ACT

- 5.1 The Trustees will at all times comply with the provisions of the Māori Fisheries Act 2004 unless otherwise provided in the Maniapoto Settlement Legislation.

6. AQUACULTURE ASSETS

- 6.1 For the purposes of *rules 6 and 7* of this Schedule, the terms “Settlement Assets”, “authorisations” and “coastal permits” have the meaning given to them by the Māori Commercial Aquaculture Claims Settlement Act 2004.

6.2 Any proposal in relation to the transfer of authorisations or coastal permits that are Settlement Assets may only proceed if a Special Resolution of Adult Registered Members has been passed in accordance with the rules in the Fourth Schedule of this Deed.

6.3 This schedule does not apply to transfers between entities within the Maniapoto Group provided that those entities comply with the relevant provisions of the Māori Commercial Aquaculture Claims Settlement Act 2004.

7. COMMERCIAL AQUACULTURE ACTIVITIES

7.1 If the Trust undertakes commercial aquaculture activities (as that term is used in the Māori Commercial Aquaculture Claims Settlement Act 2004), the Trustees must establish a Trust Entity to undertake those activities, which may be the Asset-Holding Company that holds the Settlement Quota and Income Shares.

SIXTH SCHEDULE - WHARE O TE NEHENEHENUI MARAE GROUPINGS

MARAE GROUPING	Marae
Te Whare ki Rereahu	<ul style="list-style-type: none"> • Te Miringa te Kakara • Mangapeehi • Te Hape • Te Ihingarangi
Te Whare ki Mōkau ki Runga	<ul style="list-style-type: none"> • Māniaroa • Mōkau Kohunui • Napinapi • Te Paemate • Te Kawau Papakāinga
Te Whare ki Tuhua Hikurangi	<ul style="list-style-type: none"> • Te Rukirangi • Hia Kaitupeka • Te Kōura Putaroa • Mana Ariki • Te Rongoroa • Waipū • Tū Whenua • Petania • Wharauora
Te Whare ki Hauauru ki Uta	<ul style="list-style-type: none"> • Marokopa • Pōhatuiri • Tokikapu • Kaputuhi • Te Kauae • Te Korapatū • Rereamanu

MARAE GROUPING	Marae
Te Whare o Waiwaiā	<ul style="list-style-type: none"> • Pūrekireki • Te Kōpua • Mangatoatoa • Kahotea • Te Keeti • Taarewaanga • Turitea • Te Kotahitanga • Ko te Hokinga mai ki te Nehenehenui • Te Whakaaro Kotahi • Hiona • Kakepuku Papakāinga
Te Whare ki Te Tokanganui a noho	<ul style="list-style-type: none"> • Te Kumi • Oparure • Te Kūiti • Mōtiti • Tomotuki • Mangarama • Te Ahoroa • Te Piruru Papakāinga • Taanehopuwai
Te Whare ki Ngā Tai o Kawhia	<ul style="list-style-type: none"> • Te Māhoe • Tokopiko • Mokoroa • Mōkai Kāinga • Rākaunui

SEVENTH SCHEDULE - RŌPŪ WHAKAHAERE MEMBERS

1. APPOINTMENT OF MEMBERS

Rōpū Whakahaere members

- 1.1 Marae, acting through the Adult Registered Members affiliated with the Marae as recorded in the Register, shall be entitled to appoint two (2) Rōpū Whakahaere Members to the relevant Rōpū Whakahaere. No person may be a Rōpū Whakahaere Member for more than one Marae.

Continuation of existing Regional Management Committee members

- 1.2 Pending the election or appointment of the Rōpū Whakahaere Members in accordance with this Schedule, the initial the Rōpū Whakahaere Members for each the Rōpū Whakahaere from the date of this Trust Deed shall be the Maniapoto Māori Trust Board Regional Management Committee Members that represent the relevant Marae Grouping as at the date of this Trust Deed. The initial Rōpū Whakahaere Members for a Whare o Te Nehenehenui shall retire from office as at the date that all of the Marae for the relevant Whare o Te Nehenehenui have completed the appointment process set out in this Schedule to appoint their representatives on the relevant Rōpū Whakahaere, which shall be the date that the appointment to the Rōpū Whakahaere takes effect. No more than twelve (12) months and no less than six (6) months prior to the expiry of the terms of office of the Establishment Trustees, the Trustees will work with the governing body for each Marae (**Marae Body**) to ensure each Marae Body undertakes the appointment process set out in this Schedule to appoint the Subsequent Whare Committee Members (**the Subsequent Whare Committee Members**).

Term of appointments

- 1.3 Subject to *rules 1.2 – 1.4* of this Schedule, Rōpū Whakahaere Members from time to time shall hold office for a term of three (3) years. Each Rōpū Whakahaere shall hold office from the date of his or her appointment until the date that the appointments of the new representatives on the relevant Rōpū Whakahaere take effect.
- 1.4 Subject to *rule 1.3*, the Subsequent Rōpū Whakahaere Members appointed in accordance with *rule 1.2* of this Schedule shall hold office for a term of two (2) years.

Appointment process

- 1.5 Each Marae Body shall call a Hui-a-Marae convened for the purpose of appointing the Rōpū Whakahaere members for their Marae.
- 1.6 The Hui-a-Marae must be convened no more than twelve (12) months and no less than six (6) months prior to the expiry of the terms of the incumbent Ngā Kura Tau Trustees and in sufficient time for the Ngā Kura Tau Trustee election process to be commenced in accordance with *rule 6.12* of the Second Schedule.
- 1.7 The appointment process adopted by the Marae Body must give all Adult Registered Members affiliated with the Marae as recorded in the Register a fair and reasonable opportunity to participate in the appointment of their Marae representatives and be in accordance with the requirements under this Schedule 7. A representative of the Trustees must be in attendance at each of the Hui-a-Marae (**Trustee Representative**). The two (2) Marae representative candidates with the highest number of valid votes shall be elected and appointed to the relevant Rōpū Whakahaere as at the date that all of the Marae for the relevant Whare o Te Nehenehenui have completed the appointment process set out in this Schedule to appoint their representatives on the relevant Rōpū Whakahaere.
- 1.8 Upon appointment by the Marae of Rōpū Whakahaere members pursuant to *rules 1.5–1.7* of this Schedule, a representative of the Marae Body must provide the Trustees with an Appointment Certificate setting out the name of the members appointed by the Marae and certifying that the appointment process adopted by the Marae to appoint their representatives was in accordance with *rule 1.7* of this Schedule.

Nominations

- 1.9 At least two (2) months before the Hui-a-Marae is convened by a Marae Body under *rule 1.5* of this Schedule for the purpose of appointing Rōpū Whakahaere members, the Trustees will give Public Notice and Private Notice to the Adult Registered Members that affiliate to that Marae of:
 - (a) the pending expiration of the term of the current Rōpū Whakahaere members for that Marae;
 - (b) the date at which the Hui-a-Marae will be convened to appoint the Rōpū Whakahaere members for that Marae;

- (c) the entitlement of Adult Registered Members that affiliate to that Marae to nominate candidates for appointment as Rōpū Whakahaere members; and
- (d) the date by which nominations for Rōpū Whakahaere members are to be provided to the Trustees, such date to be no earlier than 15 Business Days and no later than 20 Business Days after the date of the Public Notice.

Voting

1.10 Voting at the Hui-a-Marae for the appointment of Rōpū Whakahaere members will be by secret ballot. Adult Registered Members affiliated to a Marae may cast their vote in person or by Proxy at the Hui-a-Marae.

1.11 The Trustee Representative must determine before the Hui-a-Marae commences, which of the people attending the meeting are entitled to vote (either as an Adult Registered Member affiliated to that Marae voting in person, or as a Proxy on behalf of an Adult Registered Member affiliated to that Marae), by:

- (a) checking that each attendee proposing to vote is entitled to vote either as an Adult Registered Member affiliated to that Marae or by valid Proxy in accordance with *rule 1.12*; and
- (b) by formally registering each individual present entitled to vote.

Proxy votes

1.12 A Proxy voter for an Adult Registered Member is entitled to attend and vote at a Hui-a-Marae if:

- (a) the Proxy voter is 18 years or older and of capacity;
- (b) the Proxy voter is appointed in writing by an Adult Registered Member affiliated to that Marae to cast that Member's vote by Proxy at the Hui-a-Marae; and
- (c) the document of appointment is signed by the Adult Registered Member on whose behalf the Proxy voter is voting and has not lapsed as set out in *rule 1.13* of this Schedule.

1.13 The document of appointment of any Proxy voter will lapse if the Adult Registered Member who authorises it dies, gives a written notice that it is cancelled prior to the

meeting for which the Proxy was issued, or is present at the meeting for which the Proxy was issued.

2. TERMINATION OF OFFICE OF RŌPŪ WHAKAHAERE MEMBERS

2.1 A Rōpū Whakahaere Member shall cease to hold office if he or she:

- (a) is removed by the Marae that appointed him or her (in accordance with *rule 2.2* of this Schedule); retires from office by giving written notice to the Trustees;
- (b) completes his or her term of office and is not reappointed;
- (c) becomes physically or mentally incapacitated to the extent that he or she is unable to perform his or her duties as a Rōpū Whakahaere member;
- (d) dies; or
- (e) the Marae that appointed him or her is removed in accordance with the Eighth Schedule.

Removal Process

2.2 A Rōpū Whakahaere Member shall be removed from office if:

- (a) the Trustees, or the Marae Body for the Marae who the Rōpū Whakahaere Member represents, receive a request to remove the Rōpū Whakahaere Member signed by 10 Adult Registered Members affiliated to the relevant Marae setting out the reasons for requesting the Rōpū Whakahaere Member removal;
- (b) the Trustees give at least 15 Business Days' notice by both Public Notice and Private Notice to the Adult Registered Members that affiliate to that Marae of a Hui-a-Marae to be convened by the Marae Body for the purpose of considering that request and of the reasons for the request; and
- (c) a Hui-a-Marae is convened by the Marae Body in accordance with the notice referred to in *rule 2.2(b)* of this Schedule for the purpose of considering that request and a resolution is approved by a majority of Adult Registered Members affiliated to the relevant Marae in attendance to remove the Rōpū Whakahaere Member.

2.3 Where a Rōpū Whakahaere member is removed or not re-appointed the Adult Registered Members affiliated to that Marae shall appoint a replacement Rōpū Whakahaere member in accordance with this Schedule 7.

2.4 In the case of any dispute or failure or alleged failure of a Marae Body to follow any process in this Schedule, the Trustees shall consult with Te Rōpū Kaumātua, and following such consultation support or remove, as the case may be, the Rōpū Whakahaere Member.

EIGHTH SCHEDULE - ADDITION OR REMOVAL OF MARAE

Proposals to add or remove a marae

1. A proposal to add or remove a marae must be approved as set out in this Schedule.
2. In the first instance the proposal must be approved by the governing body for the relevant marae (**Marae Body**) by majority resolution.

Marae Vote

3. The Marae Body of the marae to which the proposal relates must call and notify a hui of those affiliated to the relevant marae and in the case of removal, to the Rōpū Whakahaere member(s) that were appointed by the relevant Marae.
4. The hui must be notified in a newspaper circulating in the area at least 10 working days before the day of the hui.
5. In order to be passed, the majority of those in attendance at the hui must approve the proposal.
6. Voting procedures for the hui of the marae will be determined by the Marae Body for the marae provided however that the Marae Body must provide evidence to the Trustees that the vote was overseen by a returning officer who counted the votes and ensured that each voter was only able to cast one vote.

Te Rōpū Kaumātua Vote

7. If approved by the marae, Te Rōpū Kaumātua must then call and notify a hui for the members of Te Rōpū Kaumātua to vote on the proposal.
8. In order to be passed the proposal must be approved by a majority of those who vote at the hui of Te Rōpū Kaumātua.
9. Voting procedures will be determined by the members of Te Rōpū Kaumātua provided however that Te Rōpū Kaumātua must provide evidence to the Trustees that the vote was overseen by a returning officer who counted the votes and ensured that each voter was only able to cast one vote.

Adult Registered Members

10. A proposal to add or remove a Marae must be submitted to the Trustees in writing signed by at least 350 Adult Registered Members.

Resolution of Trustees

11. If the proposal is approved following the process set out in paragraphs 1 to 10 above, the Trustees must submit the proposal to a Special General Meeting.

Special General Meeting

12. The Trustees must notify the proposal as one to be voted upon at a Special General Meeting of the Trust. The Trustees must notify the proposal as a Special Resolution and comply with the procedures set out in the Fourth Schedule.
13. The quorum for a Special General Meeting for the purpose of considering a proposal to add or remove a marae is 60 Adult Registered Members.

Notice

14. In the case of removal of a Marae, the Trustees will notify those formerly affiliated with the relevant Marae of the outcome of the Special General Meeting and the Marae will be removed from the Register.
15. In the event the Register does not record an existing Marae for each Adult Registered Member and Members who are under the age of 18 years old who formerly affiliated with the removed Marae, the Trustees will provide these individuals with an Iwi Registration Form or such form as the Trustees see fit to select an existing Marae to register for the purpose of appointing Rōpū Whakahaere members.
16. Upon return of these forms, the Register for these Adult Registered Member and Members who are under the age of 18 years will be updated accordingly.

NINTH SCHEDULE - MATTERS RELEVANT TO THE CLAIMANT DEFINITION

Part 1

Children of Rereahu

The following are Maniapoto by virtue of being descended from Rereahu:

- (a) Te Ihingarangi:
- (b) Maniapoto:
- (c) Matakore:
- (d) Tūwhakahekeao:
- (e) Tūrongotapuarau:
- (f) Te Io Wānanga:
- (g) Kahuariari:
- (h) Kinohaku:
- (i) Te Rongorito.

Part 2

Ngā toronga o Maniapoto by descent from certain Maniapoto tūpuna

Ngā toronga o Maniapoto means every whānau, hapū, iwi, or group composed of individuals descended from a Maniapoto tupuna, including—

- (1) Ngāti Hari:
- (2) Ngāti Hinewai:
- (3) Ngāti Hounuku:
- (4) Ngāti Huiao:
- (5) Ngāti Kahu:
- (6) Ngāti Kaputuhi:
- (7) Ngāti Kinohaku:
- (8) Ngāti Kiriwai:
- (9) Ngāti Mangu:

- (10) Ngāti Matakore:
- (11) Ngāti Ngāupaka:
- (12) Ngāti Ngāwaero:
- (13) Ngāti Paemate:
- (14) Ngāti Pāhere:
- (15) Ngāti Pare:
- (16) Ngāti Parekaitini:
- (17) Ngāti Paretāpoto:
- (18) Ngāti Parewaeono:
- (19) Ngāti Peehi:
- (20) Ngāti Pourāhui:
- (21) Ngāti Putaitemuri:
- (22) Ngāti Raerae:
- (23) Ngāti Rereahu:
- (24) Ngāti Rewa:
- (25) Ngāti Rōrā:
- (26) Ngāti Ruapuha:
- (27) Ngāti Rungaterangi:
- (28) Ngāti Taimainu:
- (29) Ngāti Taiwa:
- (30) Ngāti Tauhunu:
- (31) Ngāti Te Ihingarangi:
- (32) Ngāti Te Kanawa:
- (33) Ngāti Te Rahurahu:
- (34) Ngāti Te Rukirangi:
- (35) Ngāti Te Urupare:
- (36) Ngāti Toa-Tūpāhau:

- (37) Ngāti Tupu:
- (38) Ngāti Tūtakamoana:
- (39) Ngāti Tūwhakahekeao:
- (40) Ngāti Uekaha:
- (41) Ngāti Unu:
- (42) Ngāti Urunumia:
- (43) Ngāti Waikorara:
- (44) Ngāti Waiora.

Part 3

Ngā toronga o Maniapoto with affiliations with other iwi

The following groups are ngā toronga o Maniapoto comprising individuals with historical and contemporary affiliations with other iwi:

- (a) Ngāti Hinemihi ki Petania:
- (b) Ngāti Ngutu:
- (c) Ngāti Paiariki:
- (d) Ngāti Paretekawa:
- (e) Ngāti Rākei:
- (f) Ngāti Rangatahi.