



TE RUNANGA O NGATI WHARE

AMENDED AND RESTATED DEED OF TRUST

As adopted on 14 December 2019 in replacement of the original deed of trust dated 14 February 1999 and incorporating subsequent amendments made on 19 November 2011 and 28 November 2015

Table of Contents

Clause		Page
	Introduction	3
1.	Name	4
2.	Registered Office	4
3.	Definitions and Interpretations	4
4.	Establishment of Trust	11
5.	Purposes of the Rūnanga	11
6.	Powers of Trustees	12
7.	Duties of Trustees	17
8.	The Rūnanga	18
9.	Custodian Trustee	21
10.	Iwi Register and Registrar of Members	21
11.	Kaumatua Council	25
12.	Plans, Accounts and Reporting	25
13.	Asset Holding Company	27
14.	Rūnanga Entities	28
15.	Liability, Indemnity and Insurance	30
16.	Secretary	31
17.	Books, Records and Execution of Documents	32
18.	Amendment of Deed	34
19.	Disputes Procedure	36
20.	Termination of Trust	38
21.	Resettlement	38
Schedule 1	Election of Trustees	40
Schedule 2	Approval of Special Resolutions	48
Schedule 3	Meetings	52

This **Deed** is made on the **13th** day of **December 2008** by:

- James Carlson
- Roberta Rickard
- Pene Olsen
- Lena Brew
- David Bronco Carson
- Robert McMahon
- Andrew Kohiti Kohiti

(collectively the **“Signing Trustees”**)

Introduction

- A. By Deed of Trust dated 14 February 1999 the Iwi of Ngāti Whare established a formal trust, known as Te Rūnanga o Ngāti Whare Iwi Trust (“Trust”) to represent their collective interests and to be responsible for the management and operation of the affairs of Ngāti Whare.
- B. The framework of the Deed of Trust dated 14 February 1999, and also this Deed, is embodied within the principles of the Maori text of the Treaty of Waitangi.
- C. The kaupapa of the original settlers of the Trust was to establish a trust to:
 - (a) represent Ngāti Whare in all matters whatsoever;
 - (b) seek redress from the Crown for grievances perpetrated against Ngāti Whare for and on behalf of the members of Ngāti Whare and to deal and negotiate with appropriate authorities for that purpose;
 - (c) seek any and all forms of funding to assist with the purpose in paragraph (b);
 - (d) hold and apply all funding in paragraph (c) and any other property for and on behalf of the members of Ngāti Whare;
 - (e) represent the interests of the members of Ngāti Whare in any operational matters arising out of the above; and
 - (f) do all such things as are necessary to assist the above.
- D. Te Rūnanga o Ngāti Whare Iwi Trust is currently recognised as the Recognised Iwi Organisation for Ngāti Whare for the purposes of the Maori Fisheries Act 2004.
- E. Te Rūnanga o Ngāti Whare Iwi Trust is currently mandated by the iwi of Ngāti Whare to negotiate with the Crown in relation to the settlement of Ngāti Whare’s historical Treaty grievances.
- F. In June 2008, the iwi of Ngāti Whare endorsed the CNI Forests Collective Settlement and mandated Te Rūnanga o Ngāti Whare Iwi Trust to become a party to that settlement and receive settlement assets on behalf of Ngāti Whare.

- G. It has been agreed by the iwi of Ngāti Whare and the Trustees of the Trust to amend the terms of the Deed of Trust for Te Rūnanga o Ngāti Whare Iwi Trust in order to, among other things, enable recognition as a mandated iwi organisation under the Maori Fisheries Act 2004 and provide an appropriate governance entity for the receipt of Treaty settlement assets.
- H. The amended Deed of Trust also authorises the Trust to act as the iwi aquaculture organisation for Ngāti Whare the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004.
- I. The amendment of the Deed of Trust was approved by a 75% majority of votes cast at the Trust's Annual General Meeting on 13 December 2008.
- J. This Deed comprises the amended Deed of Trust for Te Rūnanga o Ngāti Whare Iwi Trust approved by the iwi of Ngāti Whare and the terms of this Deed replace the terms of the Deed of Trust for Te Rūnanga o Ngāti Whare Iwi Trust dated 14 February 1989.

TERMS OF TRUST:

1. Name

- 1.1 The name of the trust established by Deed of Trust dated 14 February 1999 and continued by this Deed shall, from the date of this Deed, be "Te Rūnanga o Ngāti Whare".

2. Registered Office

- 2.1 The address of the Registered Office of Te Rūnanga o Ngāti Whare ("the Rūnanga") for the purpose of postal, telephone and facsimile communications is:

Civic Square
PO Box 162
Murupara

Phone: (07) 366 5690
Fax: (07) 366 5692

- 2.2 The physical address of the Registered Office shall be such office as the Trustees may from time to time designate and publicly notify, provided however that the Registered Office of the Rūnanga from which it shall be administered must remain within Murupara, Te Whaiti or Minginui.

3. Definitions and Interpretations

3.1 Defined Terms:

In this Deed, unless the context otherwise requires:

"Adult Registered Member" means a Registered Member who is 18 years of age or over.

"Annual Accounts" means collectively and individually in respect of each Financial Year:

- (a) an audited statement of financial position and an audited statement of performance of the Rūnanga and each Rūnanga Entity, including the notes, Trustees' reports, Auditors' statements and other documents annexed to those statements of financial position and performance; and
- (b) such other information as conforms with the generally accepted accounting practice and standards of disclosure adopted from time to time by New Zealand companies listed on the New Zealand Stock Exchange.

"Annual Catch Entitlement" has the meaning given to it in the Fisheries Act 1996.

"Annual General Meeting" means the meeting to be held under paragraph 1 of Schedule 3 in each Calendar Year following the date of this Deed.

"Annual Plan" means the annual plan of the Rūnanga which:

- (a) is prepared in accordance with clause 12.2; and
- (b) while the Rūnanga is a Mandated Iwi Organisation for the purposes of the Maori Fisheries Act 2004, complies with the requirements of that Act.

"Annual Report" means the annual report of the Rūnanga which:

- (a) is prepared by the Rūnanga in accordance with clause 12.4; and
- (b) while the Rūnanga is a Mandated Iwi Organisation for the purposes of the Maori Fisheries Act 2004, complies with the requirements of that Act;

"Asset Holding Company" means a company established by the Rūnanga which for the time being meets the requirements for an asset-holding company under the Maori Fisheries Act 2004 and includes any subsidiary of the Asset Holding Company.

"Ballot Paper" means a ballot paper prepared by the Rūnanga and sent to the Adult Registered Members under paragraph 1.3 of Schedule 2 on which must be recorded:

- (a) the resolution or resolutions in respect of which the Adult Registered Members are required to vote;
- (b) the manner in which votes recorded on the ballot papers must be validly cast;
- (c) the address to which ballot papers must be sent in order to be validly cast; and
- (d) the date by which ballot papers must be received by the Returning Officer.

"Business Day" means the days Monday through Friday excluding any public holiday and excluding the period 23 December to 5 January inclusive.

"Calendar Year" means the period commencing on 1 January and ending on 31 December in any year.

"Chairperson" means the Trustee from time to time appointed by the Trustees under paragraph 3.2 of Schedule 3 to act as chairperson of the Trustees.

“CNI Forests Collective Settlement” means the Deed of Settlement between the Crown and Ngai Tuhoe, Ngāti Tuwharetoa, Ngāti Manawa, Ngāti Whare, Ngāti Whakaue, Raukawa and the Affiliate Te Arawa Iwi/Hapū dated 25 June 2008 and includes any legislation giving effect to that settlement.

“Confidential Information” means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngāti Whare, including the Rūnanga or any Rūnanga Entity.

“Crown” means her Majesty the Queen in right of New Zealand and includes all Ministers of the Crown and all Departments.

“Deed” means this Deed as signed by the Signing Trustees and includes any amendments to this Deed made in accordance with this Deed.

“Deputy Chairperson” means the Trustee from time to time appointed by the Trustees under paragraph 3.2 of Schedule 3 to act as deputy chairperson of the Trustees.

“Director” has the meaning given to it in the Companies Act 1993.

“Disputes Committee” means the committee appointed under clause 19.6(2).

“Election Voting Paper” means a voting paper prepared by the Rūnanga and sent to Adult Registered Members under paragraph 2.7 of Schedule 1 on which must be recorded:

- (a) the Nominees for election to the office of Trustee;
- (b) the manner in which Adult Registered Members are to vote for the Nominee or Nominees of their choice;
- (c) the address to which election voting papers must be sent in order to be validly cast; and
- (d) the date by which completed election voting papers are to be received by the Returning Officer.

“Employee” means the paid staff of the Rūnanga whether engaged permanently or casually or by way of contract of employment or contract for services.

“Financial Year” means in relation to the Rūnanga and any Rūnanga Entity the period of twelve consecutive calendar months ending on 31 March or, subject to the advice of the Rūnanga’s accountant, such other date that the Trustees by Ordinary Resolution adopt as the date up to which the Rūnanga’s Annual Accounts are to be made in each year.

“Fishing Enterprise” means any fishing enterprise or company, separate from but responsible to the Rūnanga, that is established to utilise Annual Catch Entitlements from the Settlement Quota to harvest, process, or market fish, or to be involved in a joint venture for such purposes, or to undertake commercial aquaculture activities.

“Fisheries Settlement Assets” means Income Shares, Settlement Quota and Settlement Cash received from Te Ohu Kai Moana Trustee Limited.

“Income Share” means an income share in Aotearoa Fisheries Limited.

“Inland Revenue Acts” has the meaning given to it in section 3(1) of the Tax Administration Act 1994.

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

“Iwi Register” means the register of individual Registered Members maintained by the Rūnanga in accordance with clause 10.1 in which are entered the names and addresses of all those persons who are Members, and who have been formally registered as Members, of Ngāti Whare.

“Iwi Registration Form” means the registration form developed by the Rūnanga from time to time that a Member must use when applying to be registered as a Registered Member.

“Kaumatua” means a Member who is also a mature person or elder and who possesses knowledge on matters of tikanga.

“Kaumatua Council” means the Kaumatua Council that may be formed under clause 11.

“Major Transaction” means:

- (a) The acquisition of, or an agreement to acquire, whether contingent or not, Property by the Rūnanga or any Rūnanga Entity the value of which is more than 50% of the value of the Trust Fund before the acquisition; or
- (b) The disposition of, or an agreement to dispose of, whether contingent or not, Property by the Rūnanga or any Rūnanga Entity the value of which is more than 50% of the value of the Trust Fund before the disposition; or
- (c) A transaction that has or is likely to have the effect of the Rūnanga or any Rūnanga Entity acquiring rights or interests or incurring obligations or liabilities the value of which is more than 50% of the value of the Trust Fund before the transaction;
- (d) The disposition of, or an agreement to dispose of, whether contingent or not, Income Shares or Settlement Quota by the Rūnanga or any Rūnanga Entity to Te Ohu Kai Moana Trustee Limited or an entity within the Te Ohu Kai Moana Group or another Mandated Iwi Organisation under the Maori Fisheries Act 2004; or
- (e) A transaction or series of transactions, or an agreement to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the Maori Fisheries Act 2004, including an option, security, mortgage, or guarantee, that could result in:
 - (i) the sale of Income Shares or Settlement Quota by the Rūnanga or any Rūnanga Entity; or
 - (ii) Ngāti Whare or the Rūnanga being disentitled for a period of more than five (5) years to:
 - (aa) the income from the Income Shares; or

- (bb) the income from the Annual Catch Entitlement arising from the Settlement Quota; or
- (cc) the control or use of the Annual Catch Entitlement arising from the Settlement Quota.

but does not include:

- (f) Any transaction, not being a transaction involving Income Shares or Settlement Quota, entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund (whether the Property is held by the Rūnanga or any Rūnanga Entity); or
- (g) Any acquisition or disposition of Property or Income Shares or Settlement Quota by the Rūnanga or any Rūnanga Entity from or to any company which is wholly owned by the Rūnanga or any Rūnanga Entity; or
- (h) Any exchange of Settlement Quota for quota of the same market value that is carried out in accordance with the requirements of the Maori Fisheries Act 2004 and in compliance with any policy of the Rūnanga on quota exchanges that is notified in the Rūnanga's Annual Plan; or

provided however that:

- (j) Nothing in paragraph (c) of this definition applies by reason only of the Rūnanga or any Rūnanga Entity giving, or entering into an agreement to give, a charge secured over assets of the Rūnanga or any Rūnanga Entity the value of which is more than 50% of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation; and
- (k) For the purposes of this definition, the value of the Trust Fund shall be calculated based on the value of the Property of the Rūnanga and all Rūnanga Entities.

"Member" means a member of Ngāti Whare who by whakapapa can claim descent from Wharepakau.

"Mandated Iwi Organisation" has the meaning given to it in the Maori Fisheries Act 2004.

"Ngāti Whare" means the iwi of Ngāti Whare comprising the following traditional and recognised constituent hapū:

- (a) Ngāti Tuahiwi
- (b) Ngāti Kohiwi
- (c) Ngāti Te Karaha
- (d) Ngāi Te Au
- (e) Ngāti Hamua ki Te Whaiti
- (f) Ngāti Whare ki Nga Potiki
- (g) Ngāti Mahanga
- (h) Warahoe ki Te Whaiti.

“Ngāti Whare community” includes, without limitation, Ngāti Whare, Members of Ngāti Whare and Ngāti Whare Organisation.¹

“Ngāti Whare Organisation” means an entity or trust that:

- (a) represents, or has as its beneficiaries, all or some of the Members; and
- (b) does not represent, or have as a beneficiary, any person who is not a Member;

and, for the avoidance of doubt, includes a Rūnanga Entity.²

“Nomination Form” means a nomination form prepared by the Rūnanga and sent to Adult Registered Members under paragraph 2.4 of Schedule 1.

“Nominee” means an Adult Registered Member who signs a Nomination Form and whose name is listed in an Election Voting Paper for election to the office of Trustee under Schedule 1.

“Ordinary Resolution” means:

- (a) in relation to an Annual General Meeting or Special General Meeting, a resolution which has been approved by the majority of Registered Members voting at an Annual General Meeting or Special General Meeting;
- (b) in relation to meeting of Trustees, a resolution which has been approved by the majority of Trustees entitled to vote at a meeting of Trustees.

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

“Public Notice” means a notice that:

- (a) is published in a newspaper or newspapers generally circulating in the district or districts where the majority of Ngāti Whare reside and any other area where, in the reasonable opinion of the Trustees, a significant concentration of Ngāti Whare reside; and
- (b) may also be published by notice or other form of written communication or by electronic media, including television or radio.

“Purposes” means the purposes of the Rūnanga as set out in clause 5.

“Registrar” means the Registrar appointed under clause 10.6.

“Registered Member” means a Member who is registered on the Iwi Register.

“Rūnanga” means the trust known Te Rūnanga o Ngāti Whare established by this Deed.

“Rūnanga Entity” means:

¹ The definition of “Ngāti Whare Community” was added to clause 3.1 by special resolution of Adult Registered Members at the Rūnanga’s Annual General Meeting on 19 November 2011.

² The definition of “Ngāti Whare Organisation” was added to clause 3.1 by special resolution of Adult Registered Members at the Rūnanga’s Annual General Meeting on 19 November 2011.

- (a) an Asset Holding Company; and
- (b) a Fishing Enterprise;
- (c) a wholly owned or controlled company, trust or other entity established by the Rūnanga for the purpose of receiving, holding and managing for so long as it is to be retained, any Property transferred by the Crown directly or indirectly to the Rūnanga on behalf of Ngāti Whare in settlement of the grievances of Ngāti Whare arising from the actions and omissions of the Crown in breach of the Treaty of Waitangi; and
- (d) a wholly owned or controlled company, trust or other entity established by the Rūnanga for any other purpose; and
- (e) includes any subsidiary of an Rūnanga Entity established by the Rūnanga.

“Secretary” means the person appointed under clause 18.

“Settlement Cash” means the money allocated and transferred to the Rūnanga pursuant to section 137(1)(f) of the Maori Fisheries Act 2004 by Te Ohu Kai Moana Trustee Limited.

“Settlement Quota” means the quota shares within the meaning of the Maori Fisheries Act 2004 that are allocated and transferred to the Asset Holding Company on behalf of the Rūnanga by Te Ohu Kai Moana Trustee Limited.

“Signing Trustees” means the named signatories to this Deed who, as at the date of this Deed, held office as Trustees of the Rūnanga.

“Special General Meeting” means a meeting of Adult Registered Members that is held under paragraph 2 of Schedule 3.

“Special Resolution” means:

- (a) in relation to an Annual General Meeting or a Special General Meeting, a resolution which has been approved by 75% or more of valid votes cast by Adult Registered Members voting at an Annual General Meeting or a Special General Meeting in respect of which notice specifying the intention to propose the resolution as a special resolution has been properly given under paragraph 1.3 of Schedule 2;
- (b) in relation to a meeting of Trustees, a resolution which has been approved by 75% or more of Trustees entitled to vote at a meeting of Trustees in respect of which notice specifying the intention to propose the resolution as a special resolution has been properly given under paragraph 3.4(b) of Schedule 3 or in respect of which notice has been waived under paragraph 3.4(f) of Schedule 3.

“Subsidiary” means any subsidiary (as defined by section 5 of the Companies Act 1993) of a Rūnanga Entity and includes any person (other than a subsidiary as so defined) that is controlled by a Rūnanga Entity.

“Te Ohu Kai Moana Trustee Limited” means the company of that name established under the Maori Fisheries Act 2004.

“Trust Fund” means the Property including income that is from time to time held by the Trustees on the trusts of this Deed.

“Trustees” means the persons elected under clause 8.2 to the Rūnanga including, as at the date of this Deed, the Signing Trustees.

“Whakapapa Committee” means the committee appointed under clause 10.7.

“Whāngai” means a person who does not descend by whakapapa from Wharepakau but who is adopted into Ngāti Whare and raised in accordance with the tikanga of Ngāti Whare.

“Wharepakau” means the tupuna Wharepakau, the eponymous ancestor of Ngāti Whare.

3.2 Interpretation of Schedules

In the interpretation of each schedule to this Deed, unless the context otherwise requires:

- (a) terms or expressions have the meanings given to them by this Deed; and
- (b) a reference to a paragraph is a reference to a paragraph of that schedule.

3.3 Interpretation

In this 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 gender;
- (c) references to persons 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, rule, recital or a schedule shall be to a clause, rule, 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.

4.0 Establishment of Trust

4.1 Acknowledgement of Trust

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

4.2 Trustees

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

5.0 Purposes of the Rūnanga

5.1 The Purposes of the Rūnanga shall be to receive, hold, manage and administer the Trust Fund on trust for any other object or purpose that is beneficial to the Ngāti Whare community and all the Members of Ngāti Whare irrespective of where those Members reside and shall without limitation include:

- (a) the promotion amongst Ngāti Whare of the educational, spiritual, economic, social and cultural advancement and well-being of Ngāti Whare;
- (b) the promotion amongst Ngāti Whare of the health and well-being of Ngāti Whare including the aged or those suffering from mental or physical sickness or disability;
- (c) the promotion and advancement of the social and economic development of Ngāti Whare including, without limiting the generality of this purpose, by the promotion of business, commercial or vocational training or the enhancement of community facilities in a manner appropriate to the particular needs of Ngāti Whare;
- (d) the maintenance and establishment of places of cultural or spiritual significance to Ngāti Whare;
- (e) fostering the traditional environment concept to embrace, protect, conserve and utilise “Te Wao Nui A Tane” mo Ngāti Whare, “Te Iwi o Te Ngahere”, including through the promotion and establishment of co-management arrangements in relation to land, forests, waterways, fisheries, flora, fauna and other natural resources;
- (f) the promotion of a tribal forum to hear and determine matters affecting Ngāti Whare and to advocate on their behalf;
- (g) acting as the Mandated Iwi Organisation and the Iwi Aquaculture Organisation for Ngāti Whare;
- (h) acting as the post-settlement governance entity for Ngāti Whare for Treaty settlement purposes; and
- (i) any other purpose that is considered by the Rūnanga from time to time to be beneficial to Ngāti Whare and its Members.

6. Powers of Trustees

6.1 Trustee actions

To achieve Purposes

- (1) In carrying out the Purposes of the Rūnanga, the Trustees have the power to:

Legal representation

- (a) represent the collective interest of Ngāti Whare and be the legal representative of Ngāti Whare in relation to that collective interest;
- (b) make and pursue the settlement of claims on behalf and for the benefit of Ngāti Whare under the provisions of the Treaty of Waitangi Act 1975;
- (c) be the Iwi Aquaculture Organisation and Mandated Iwi Organisation, as the case may be, for Ngāti Whare, and to:
 - (i) receive assets (other than Settlement Quota and Income Shares) allocated and grants made to Ngāti Whare by Te Ohu Kai Moana Trustee Limited;
 - (ii) purchase Annual Catch Entitlement from Te Ohu Kai Moana Trustee Limited; and
 - (iii) perform the functions and duties conferred on it by the Maori Fisheries Act 2004 and Maori Commercial Aquaculture Claims Settlement Act 2004;

Asset management

- (d) receive and hold, and/or establish Rūnanga Entities to receive and hold, on behalf of Ngāti Whare, assets transferred directly or indirectly from the Crown following settlement of any claims relating to the breach by the Crown of any obligations to Ngāti Whare under the Treaty of Waitangi;
- (e) establish an Asset Holding Company, wholly owned by and responsible to the Rūnanga, to receive and hold on behalf of the Rūnanga Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by, Ngāti Whare, and to:
 - (i) exercise strategic governance over that Asset Holding Company; and
 - (ii) receive from that Asset Holding Company a full financial return, net of profits retained, on the use of such Settlement Quota and Income Shares;
- (f) receive and hold, and/or establish Rūnanga Entities to receive and hold, any other Property received by Ngāti Whare;
- (g) hold and administer the Trust Fund for the benefit of all Members of Ngāti Whare irrespective of where they reside;
- (h) hold shares in any companies or otherwise represent the interests of Ngāti Whare on any entities established for the purpose of managing or administering settlement assets;
- (i) receive and hold, and/or establish Rūnanga Entities to receive and hold, income, land or other Property on behalf of Ngāti Whare under the terms of the CNI Forests Collective Settlement;

- (j) enter into arrangements with the Crown, local authorities, iwi or any other entity, person or trust in relation to the co-management of land, forests, waterways, fisheries, flora, fauna and other natural resources;
- (k) accept or otherwise deal with any Property upon trust for the Purposes of the Rūnanga or for any specific purpose that comes within the Purposes of the Rūnanga in which case:
 - (i) such a trust may include any trust for the benefit of the Members of Ngāti Whare or any of them;
 - (ii) any Property held by the Rūnanga pursuant to such a trust shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Trust Fund; and
 - (iii) if the Rūnanga accepts such a trust for any specific purpose as it must keep the Property subject to such trust and any income derived from it separate from the Trust Fund and administer that Property and income as a separate specific trust in terms of the trust under which it was accepted;
- (l) manage the Rūnanga's affairs, activities, assets and liabilities and otherwise further the Purposes of the Rūnanga through the Rūnanga Entities and such other persons, entities, enterprises or arrangements as it considers appropriate;

Provide benefits

- (m) subject to clause 6.1(2) below and in accordance with the Purposes of the Rūnanga, distribute benefits directly or indirectly to Members irrespective of where they reside or any Ngāti Whare Organisation as and when the Rūnanga may decide;³

Registration and administration

- (n) promote and seek the registration of Members of Ngāti Whare irrespective of where they reside;
- (o) employ or contract any Employee or contractor, to manage or assist in the day to day management and administration of the Rūnanga;
- (p) employ or contract any financial advisor, lawyer, accountant or other professional person and obtain any advice, opinion or information from them;
- (q) maintain the Registered Office of the Rūnanga.

Tax status

- (r) do all such things as in the opinion of the Trustees may be incidental or conducive to the attainment of the Purposes of the Rūnanga or the exercise of any of the foregoing powers provided that none of the foregoing Purposes and powers shall be attained or exercised in any

³ Clause 6.1(1)(m) was amended by special resolution of Adult Registered Members at the Rūnanga's Annual General Meeting on 28 November 2011.

way whatsoever that would derogate from or conflict with the conditions of any exemption from taxation or other tax status granted to the Rūnanga by the Inland Revenue Department or other statutory authority at any time.

Trust Fund

- (2) Subject to any other obligations in this Deed, the Trust Fund shall be administered by the Rūnanga in accordance with the following provisions:
 - (a) The Trust Fund shall be applied by the Rūnanga exclusively for the Purposes of the Rūnanga; and
 - (b) No part of the Trust Fund or income or Property of the Rūnanga shall be paid or transferred directly or indirectly by way of profit to any Trustees provided that nothing contained herein shall preclude any reasonable and proper remuneration or payment being made for services rendered or goods supplied to the Rūnanga or any Rūnanga Entity including the payment of interest not exceeding commercial interest rates on money borrowed from any Trustees and the payment of rental not exceeding fair market rental for premises or chattels, let or leased to the Rūnanga or any Rūnanga Entity by any Trustees.

Powers of a Natural Person

- (3) In addition to all the powers, authorities and discretion vested in the Trustees by law or by this Deed, but subject always to the limitations contained in clauses 6.1(2), 6.2, 6.3, 6.4, 18 and 21.1, the Trustees in fulfilling the Purposes of the Rūnanga, may at all times and from time to time exercise the fullest possible powers and authorities as if they were the beneficial owners of the Trust Fund.
- (4) For the avoidance of doubt, but subject to clauses 6.1(2), 6.2, 6.3 and 6.4, the Trustees shall have all the rights, powers and privileges of a natural person including, without limitation, the power to invest the Trust Fund, purchase, accept, hold, transfer, lease and sell Property, to sue and be sued, and generally to do all such other lawful acts and things that are incidental or conducive to fulfilling the Purposes of the Rūnanga.

6.2 Major Transactions

The Rūnanga or any Rūnanga Entity must not enter into a Major Transaction unless that Major Transaction:

- (a) has been approved by Special Resolution at an Annual General Meeting or Special General Meeting for which notice has been properly given under clause 6.3 and/or clause 6.4 as the case may be; or
- (b) is contingent upon approval by way of Special Resolution at an Annual General Meeting or Special General Meeting and the Major Transaction is subsequently approved by Special Resolution at an Annual General Meeting or Special General Meeting for which notice has been properly given under clause 6.3 and/or clause 6.4 as the case may be; and
- (c) otherwise complies with the requirements of the Maori Fisheries Act 2004.

6.3 Notice to Members

At least 35 Business Days before any Annual General Meeting or Special General Meeting at which a Special Resolution is proposed in accordance with clause 6.2, the Rūnanga must give Public Notice of:

- (a) the fact that the Trustees desire to enter a Major Transaction;
- (b) the date, time and venue of the Annual General Meeting or Special General Meeting at which the Special Resolution will be put before the Adult Registered Members;
- (c) the availability of Ballot Papers for Adult Registered Members unable to attend the Annual General Meeting or Special General Meeting and the date by which and address to which completed Ballot Papers must be sent in order to be validly cast; and
- (d) the availability, on written request to the Rūnanga, of full particulars (excluding any Confidential Information) regarding the Major Transaction.

6.4 Income Shares and Settlement Quota

Where a Special Resolution proposed in accordance with clause 6.2 relates to a Major Transaction involving Income Shares or Settlement Quota, the Rūnanga must in addition to the matters requiring notice under clause 6.3 comply with any relevant notice requirements under the Maori Fisheries Act 2004.

6.5 Fisheries Allocation

The Rūnanga and any Rūnanga Entity shall not receive the Settlement Quota, Income Shares and assets (other than Annual Catch Entitlement or funds held on trust on account of Annual Catch Entitlement or other grants of assistance) allocated to Ngāti Whare by Te Ohu Kai Moana Trustee Limited under the Maori Fisheries Act 2004 until the Rūnanga has established an Asset Holding Company.

6.6 Shareholding of any Rūnanga Entity

The Trustees must at all times hold all the shares in any Rūnanga Entity.

6.7 Application of income

- (1) The Trustees may at any time, after the payment of or provision for all costs, charges and expenses in respect of the management and administration of the Rūnanga and any Rūnanga Entities, pay or apply all or any of the income of the Rūnanga in any Financial Year to or for the benefit of the Members in accordance with the Purposes of the Rūnanga.
- (2) The Rūnanga may, 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 Rūnanga in its discretion from time to time thinks fit, including:
 - (a) as a reserve against losses and contingencies, and the Rūnanga may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or

- (b) as a reserve to meet fluctuations of income in future years and other contingencies.
- (3) In making any decision as to the application of the income in any Financial Year, the Rūnanga shall, in exercising its discretion:
 - (a) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust Fund, provided that the Rūnanga may not in the Financial Year convert the entire income of the Rūnanga into capital;
 - (b) endeavour to act fairly in considering the present and future needs and interests of all Members of Ngāti Whare.

6.8 Accumulation of income

Any income of any Financial Year not paid or applied in accordance with clause 6.7 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 Fund.

6.9 Application of capital

The Trustees may at any time pay or apply all or any of the capital of the Rūnanga to or for the benefit of the Members in accordance with the Purposes of the Rūnanga.

6.10 Trustees have absolute discretion

Subject to clause 7, all powers, authorities and discretions that the Trustees have may be exercised by the Trustees in their absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as they think fit.

7.0 Duties of Trustees

7.1 Fiduciary obligations

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

7.2 Fundamental duty

In performing their duties each Trustee will act in good faith and in a manner that the Trustees believe on reasonable grounds is in the interests of Ngāti Whare.

7.3 Collective interests of Ngāti Whare

- (1) A Trustee must not, when exercising powers or performing duties as a Trustee, 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 clause 7.2 requires such action and that the action will not breach the Trustees' fiduciary duties and obligations.
- (2) A Trustee must not act in a manner which brings or is likely to bring Ngāti Whare, the Rūnanga or any Rūnanga Entity into disrepute.

7.4 Compliance with this Deed

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

7.5 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.

7.6 Use of information and advice

Every Trustee, when exercising powers or performing duties as a Trustee, may accept as correct any reports, statements, financial data and other information prepared, and any 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) any Director, trustee, Board member or Employee of any Rūnanga Entity whom the Trustee believes on reasonable grounds to be reliable and competent in relation to the matter concerned;
- (b) any professional or expert person in relation to matters which the Trustee believes on reasonable grounds to be within that 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.

7.7 Acceptance of liability by the Trustees

Each Trustee accepts the duties, obligations and liabilities attaching to the office of Trustee under this Deed when he or she signs the Nomination Form for election as Trustee or, in the case of the Signing Trustees, signs this Deed.

7.8 Remuneration

- (1) The Trustees may in their discretion, after seeking professional external advice about suitable remuneration, prescribe reasonable remuneration for the Trustees and for the Chairperson to be paid out of the Trust Fund.
- (2) Unless prescribed by a third party in the terms of any funding contract, no remuneration shall be paid to a Trustee in his or her capacity as a Trustee until that remuneration has been approved by Ordinary Resolution at an Annual General Meeting or Special General Meeting.
- (3) Such remuneration may be prescribed and approved in the form of a meeting fee or as a total amount payable per annum.
- (4) In addition, any Trustee may receive full reimbursement of all expenses properly incurred by that Trustee in the conduct of his or her duties as a Trustee.

- (5) 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 Rūnanga Entity.

8. The Rūnanga

- 8.1** The Rūnanga shall have seven (7) Trustees, provided however that the Rūnanga may from time to time have less than seven (7) Trustees in the event of the early cessation of office of a Trustee and pending the election of a replacement Trustee in accordance with the provisions set out in Schedule 1.

- 8.2** With the exception of the Signing Trustees, who shall hold office as at the date of this Deed, Trustees shall be nominated and elected by Adult Registered Members in accordance with the provisions set out in Schedule 1.

- 8.3** All Adult Registered Members irrespective of where they reside are entitled to nominate and elect Trustees. The right of Adult Registered Members to elect Trustees is a perpetual right, which is not capable of removal or variation by any amendment or purported amendment to this Deed.

8.4 Restriction on Trustees

- (1) A person shall not be permitted to be a Trustee if he or she:
- (a) is under eighteen years of age;
 - (b) is not a Registered Member who is resident in New Zealand;
 - (c) is bankrupt and or has within the last five years been adjudged bankrupt;
 - (d) refuses to consent to a police check;
 - (e) is or has ever been convicted of an offence:
 - (i) involving dishonesty as defined in section 2(1) of the Crimes Act 1961;
 - (ii) and is sentenced to imprisonment for a term of two (2) or more years unless that person has obtained a pardon or is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004; or
 - (iii) under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
 - (e) is or has ever been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
 - (f) 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;
 - (g) becomes subject to a compulsory treatment order the Mental Health (Compulsory Assessment and Treatment) Act 1992; or

- (h) becomes subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.
- (2) Subject to clause 14.3(3) and (4), an Employee of the Rūnanga or Director, trustee or Board member of an Rūnanga Entity may be nominated for election as a Trustee, but if elected must forthwith resign his or her position as an Employee or Director as the case may be.⁴
- (3) Retiring Trustees shall be eligible for re-election, provided however that they must be nominated for election in accordance with the provisions of Schedule 1.

8.5 Vacancy of Trustee

If a Trustee:

- (a) resigns or retires by one month's written notice to the other Trustees and the Secretary;
- (b) dies;
- (c) fails to attend more than three (3) consecutive Meetings without good reason or notice to the Chairperson;
- (d) ceases to reside within New Zealand; or
- (e) is removed from office under clause 8.6;

the Trustee's position shall be deemed to be vacant and a new Trustee shall be elected in accordance with the relevant provisions of Schedule 1.

8.6 Removal or Censure of Trustee

- (1) A Trustee may be removed from office by Special Resolution of the Trustees if that person:
 - (a) becomes ineligible to hold the position of Trustee on account of one or other of the grounds specified in clause 8.4 or 8.5; or
 - (b) refuses or is unable to act in his or her capacity as a Trustee.
- (2) A Trustee may be censured or removed from office by Special Resolution of the Trustees if that person commits any act or omission, which brings Ngāti Whare or the Rūnanga or any Rūnanga Entity into disrepute.
- (3) The censure or removal of a Trustee in accordance with this clause shall, together with reasons, be reported to the Members of Ngāti Whare at the next Annual General Meeting of the Rūnanga following such censure or removal.
- (4) A Trustee removed from office in accordance with subclause (2) shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than 3 years following his or her removal.

⁴ Clause 8.4(2) was amended by special resolution of Adult Registered Members at the Rūnanga's Annual General Meeting on 28 November 2015.

8.7 Meetings

Meetings of Trustees, Annual General Meetings and Special General Meetings shall be governed by the provisions and rules set out in Schedule 3.

8.8 Sub-committees

- (1) The Trustees may by Ordinary Resolution appoint two or more Trustees to be a sub-committee to inquire into or progress any matter on behalf of the Rūnanga.
- (2) Any sub-committee of Trustees appointed by the Rūnanga shall:
 - (a) co-opt, if necessary, other persons for consultation and advice;
 - (b) elect a chairperson;
 - (c) regulate its meetings according to established policies and procedures;
 - (d) determine questions by consensus and where consensus is not reached, the question shall be passed by a majority of votes;
 - (e) make monthly reports to the Rūnanga including any income received or expenditure incurred;
 - (f) incur no debts or liabilities that cumulatively exceed the amount of one thousand (\$1,000) dollars without the prior approval of the Rūnanga;
 - (g) not enter into any transaction or other commitment without the approval of the Rūnanga; and
 - (h) ensure its activities and actions are consistent with the Purposes of the Rūnanga and the other provisions of this Deed.

9. Custodian Trustee

The Trustees may appoint or incorporate a custodian trustee and on such appointment or incorporation the following provisions shall have effect:

- (1) The Trust Fund or any part of it may be vested in the custodian trustee as if the custodian trustee were the sole trustee.
- (2) The management of the Trust Fund and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trustees as fully and effectually as if there were no custodian trustee.
- (3) The sole function of the custodian trustee shall be to hold the Property of the Trust, invest its funds and dispose of the benefits in accordance with any direction in writing from the Trustees for which purpose the custodian trustee shall execute all documents and perform all acts that the Trustees in writing direct.
- (4) The custodian trustee shall not be liable for any act or default on the part of any of the Trustees.

- (5) All actions and proceedings relating to or affecting the Trust Fund may be brought or defended in the name of the custodian trustee at the written direction of the Trustees and the custodian trustee shall not be liable for costs.

10.0 Iwi Register and Registrar of Members

- 10.1** The Trustees shall establish and maintain an Iwi Register and shall from time to time make such additions and corrections to the Iwi Register and as may be necessary under this Deed.
- 10.2** The Trustees shall take active steps to increase the number of Registered Members on the Iwi Register with the aim, so far as reasonably possible, to ultimately have all Members registered on the Iwi Register.
- 10.3** The Iwi Register shall record the full name, gender, address, telephone number and date of birth of each Registered Member and such other information as the Trustees may determine from time to time. Each Registered Member on the Iwi Register shall have a unique Registration number.
- 10.4** The Iwi Register shall be maintained at the Registered Office of the Trust.
- 10.5** The Trustees shall produce and make available to any person on request an Iwi Registration Form for application to register as a Member, which form must enable Members to state whether they wish to receive private notices and postal ballot papers for elections of Trustees and for resolutions regarding amendments to this Deed, the disposal of Income Shares.
- 10.6** For the purpose maintaining the Iwi Register in accordance with clauses 10.1 to 10.5 the Trustees shall, by Ordinary Resolution, appoint a Registrar who:
- (a) must be an Adult Registered Member;
 - (b) may be a member of the Kaumatua Council;
 - (c) may be a Trustee;
 - (d) may not be a member of the Whakapapa Committee appointed under clause 10.7;
 - (e) must have an understanding and knowledge of Ngāti Whare whakapapa and tikanga;
 - (f) may be appointed for such term at such remuneration and upon such conditions as the Trustees may from time to time prescribe, provided however that if the Registrar is a Trustee then any remuneration payable to that Trustee in respect of his or her role as Registrar must be approved in accordance with clause 7.8; and
 - (g) may be removed from the office of Registrar by the Trustees by Special Resolution.
- 10.7** The Trustees shall from time to time as required appoint a Whakapapa Committee which:
- (a) must comprise two Trustees appointed by way of Ordinary Resolution; and

- (b) may, in the Trustees' discretion, also include 1 member of the Kaumatua Council expert in matters relating to Ngāti Whare whakapapa appointed by way of Ordinary Resolution.

10.8 Any person who:

- (a) satisfies the Registrar that he or she is a member of Ngāti Whare and descends by whakapapa from Wharepakau; or
- (b) satisfies the Registrar that he or she is a Whāngai, or the child of a Whāngai; and
- (c) properly completes and lodges with the Registrar an Iwi Registration Form;

must be approved for registration as a Registered Member and entered in the Iwi Register. For the purpose of this clause, Members aged under 18 years may be registered by a parent or legal guardian.

10.9 The Registrar shall be responsible for:

- (a) receiving and assessing Iwi Registration Forms from Members applying to be registered as Registered Members;
- (b) approving the registration of Members and entering Registered Members on the Iwi Register;
- (c) promoting the registration of Members and providing on request to any person an Iwi Registration Form;
- (d) maintaining and updating the Iwi Register from time to time making such additions and corrections to the Iwi Register as may be necessary.

10.10 The Registrar shall also be responsible, jointly with the Secretary, for providing Election Voting Papers and Ballot Papers to all Adult Registered Members from time to time as required.

10.11 The Registrar may:

- (a) require any person seeking registration as a Registered Member to provide evidence verifying his or her identity and/or membership of Ngāti Whare and/or descent by whakapapa from Wharepakau and/or status as a Whāngai or child of a Whāngai or any other relevant information before that person's registration is approved and entered in the Iwi Register; and
- (b) may consult with the Trustees and/or the Kaumatua Council in relation to any application for registration as a Registered Member.

10.12 Any person seeking registration as a Registered Member shall be notified by the Registrar whether his or her registration has been accepted or declined.

10.13 Where an application for registration as a Registered Member is declined:

- (a) the Registrar shall provide the applicant with reasons why the application is declined;

- (b) the applicant shall not be precluded from submitting a further application with additional supporting information to the Registrar;
- (c) 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 notice in writing submitted to the Registrar;
- (d) subject to the provisions of this Deed, any correctly notified review shall be considered by the Whakapapa Committee in accordance with clause 19.5.

10.14 The Registrar may be assisted by Employees of the Rūnanga in the performance of his or her responsibilities, which Employees may process the Iwi Registration Forms received by the Registrar and make recommendations to the Registrar for his or her consideration and determination in terms of the matters specified in clauses 10.8 to 10.13(a).

10.15 The Trustees, the Registrar, the Secretary, the Whakapapa Committee, the Kaumatua Council and all Rūnanga 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, nominations for office, and voting shall be treated in the strictest confidence subject to the express terms of this Deed.

10.16 It shall be the obligation of each Registered Member to notify the Registrar of any change in his or her address.

10.17 Any form or notice required by this Deed or otherwise to be sent to a Member or Registered Member shall be deemed to have been sent on the date that it is sent by the Registrar, the Secretary or the Rūnanga as the case may be:

- (a) by post to the address for the Registered Members recorded on the Iwi Register; or
- (b) by post to the address provided by any Member who is not a Registered Member to the Registrar, the Secretary or the Rūnanga as the case may be; or
- (c) by electronic means where the Member has elected or otherwise advised the Rūnanga that he or she wishes to receive notices by electronic means.

10.18 All Adult Registered Members are entitled to:

- (a) attend Annual General Meetings and Special General Meetings;
- (b) vote in elections for the appointment of Trustees;
- (c) vote in a ballot on any notified resolution at an Annual General Meeting or Special General Meeting;
- (d) be nominated for election and hold office as a Trustee subject to the restrictions in clause 8.4;

- (e) put forward proposals for constitutional change for the consideration of Trustees;
- (f) consider and vote on any amendments to this Deed;
- (g) vote at a properly constituted Annual General Meeting or Special General Meeting on any resolution that the Trustees have the confidence of Adult Registered Members;
- (h) set up whānau networks or groups, including kaumatua groups, for Members residing in New Zealand or elsewhere in order to maintain whānaungatanga links or for the purpose of maintaining and developing the health and well-being of Ngāti Whare, provided however that such networks or groups may not act in the name of the Rūnanga or purport to represent Ngāti Whare as an iwi without the express consent of the Rūnanga.

10.19 Where any matter under this Deed requires approval by Special Resolution of Adult Registered Members, the provisions and rules set out in Schedule 2 shall apply.

10.20 All Members who apply to register and are registered as Registered Members are, by their application and registration, deemed to agree to the terms of this Deed, including the disputes procedure set out in clause 19 and the election, voting and meeting procedures set out in Schedules 1 to 3 inclusive.

11.0 Kaumatua Council

11.1 Adult Registered Members who have attained the status of kaumatua as of right and recognition by the Iwi of Ngāti Whare may from time to time form a committee to be referred to as the Kaumatua Council.

11.2 The Kaumatua Council may adopt such rules, meeting procedures and processes as it may from time to time agree consistent with the tikanga of Ngāti Whare.

11.3 The Kaumatua Council may:

- (a) provide advice to the Trustees and the Registrar on matters of Ngāti Whare whakapapa, history, customary practices, te reo, tikanga (including Ngāti Whare culture and spirituality), wāhi tapu and boundaries and such other matters as the Trustees or Registrar may require from time to time and, if requested, shall make written recommendations to the Trustees; and
- (b) if requested, assist the Trustees in the development, promotion and advancement of programmes, learning centres and wānanga to pass on the knowledge, whakapapa, customs, te reo and tikanga of Ngāti Whare.

11.4 Any advice or recommendation that the Kaumatua Council provides to the Trustees or Registrar is not binding on the Trustees or Registrar. However, where any decision by the Trustees is contrary to or inconsistent with the advice or recommendation of the Kaumatua Council, the reasons for the Trustees decision shall be recorded in the minutes of the relevant meeting and notified to the Kaumatua Council. This clause does not apply to a member of the Kaumatua Council when he or she is formally acting as a member of a Whakapapa Committee appointed under clause 10.7.

12. Plans, Accounts and Reporting

12.1 Reporting responsibilities

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

- (a) its own performance;
- (b) the performance of any Rūnanga Entity; and
- (c) the performance of any joint venture or other entity that conducts business using in the Rūnanga's assets (including Settlement Quota or Income Shares) or in which the Rūnanga holds shares;

in accordance with the provisions of this clause 12.

12.2 Rūnanga to prepare Annual Plan

- (1) The Rūnanga shall prepare no later than one month before the commencement of each Financial Year an Annual Plan which specifies in respect of that next Financial Year the following information:
 - (a) the objectives of the annual plan;
 - (b) the strategic vision for the Rūnanga and any Rūnanga Entities;
 - (c) the nature and scope of the activities proposed by the Rūnanga for the Rūnanga and any Rūnanga Entities in the performance of the Purposes of the Rūnanga;
 - (d) the policy of the Trust in respect of the sales and exchanges of Settlement Quota and any changes in that policy from the previous Financial Year;
 - (e) the ratio of capital to total assets;
 - (f) the performance targets and measurements by which performance of the Rūnanga and any Rūnanga Entities may be judged;
 - (g) the manner in which it is proposed that projected income will be dealt with;
 - (h) any proposal to change the constitutional documents of any Rūnanga Entity; and
 - (i) any proposals for the ongoing management of the Rūnanga's Assets having regard to the interests of all Members of Ngāti Whare.
- (2) The Annual Plan shall be made available to Members on request.

12.3 Rūnanga to prepare Five Year Plan

The Rūnanga shall also produce, within 12 months following the execution of this Deed, a Five Year Plan which shall:

- (a) set out the longer term vision of the Rūnanga in respect of the matters referred to in clause 12.2;

- (b) include a statement by the Rūnanga of the commercial, management and distribution policies that the Rūnanga intends to follow in respect of the Rūnanga's assets;
- (c) be made available to Members on request;
- (d) be updated not less than every two years.

12.4 Preparation of Annual Report

- (1) The Rūnanga must, within nine (9) months after the end of each Financial Year, cause to be prepared an Annual Report on the affairs of the Rūnanga and any Rūnanga 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; and
 - (b) the Annual Accounts;

so as to give a true and fair view of the financial affairs of the Rūnanga and any Rūnanga Entities for that Financial Year.⁵
- (2) The Annual Report shall also include:
 - (a) information on the steps taken by the Rūnanga to increase the number of Registered Members;
 - (b) information on any sales or exchanges of Settlement Quota or Income Shares in the previous Financial Year;
 - (c) a report on the interactions of the Rūnanga in fisheries matters;
 - (d) an annual report in respect of each Rūnanga Entity which reports on:
 - (i) the performance of each Rūnanga Entity;
 - (ii) the investment of money of each Rūnanga Entity and its subsidiaries; and
 - (iii) the matters specified in clause 14.8(b)(i) to (iii) of this Deed.
 - (f) any amendments made to this Deed or to the constitutional documents of any Rūnanga Entity or its subsidiaries.
- (3) The Annual Report shall be made available to Members on request.

12.5 Annual Accounts

- (1) The Trustees will cause proper accounting records to be kept and reflected in the Annual Accounts for then Rūnanga and any Rūnanga Entity

⁵ Clause 12.4(1) was amended by special resolution of Adult Registered Members at the Rūnanga's Annual General Meeting on 28 November 2015.

- (2) The Annual Accounts for shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a Director of any Rūnanga Entity) and details of any premiums paid in respect of Trustees' indemnity insurance
- (3) The Rūnanga must ensure that the Annual Accounts of the Rūnanga for each Financial Year are audited by a chartered accountant in public practice prior to the date for giving notice of the Annual General Meeting of the Rūnanga in the Financial Year immediately following the Financial Year to which the Annual Accounts relate.
- (4) The auditor shall be appointed by the Rūnanga prior to the end of the Financial Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. The Rūnanga shall ensure that the same auditor is also appointed to audit the Annual Accounts of the Rūnanga Entities. No Trustee or Employee of the Rūnanga (including any firm of which such a person is a member or employee) may be appointed as the auditor.

13. Asset Holding Company

13.1 Asset Holding Company to be established

To the extent that the Rūnanga does not have an Asset Holding Company as at the date of this Deed, the Rūnanga shall establish an Asset Holding Company, which will receive and hold on behalf of the Rūnanga, for so long as they are retained, all Settlement Quota and Income Shares.

13.2 Ownership and Control of Asset Holding Company

Any Asset Holding Company shall be 100% owned and controlled by the Rūnanga.

13.3 Establishment of Fishing Enterprises

- (1) If the Rūnanga wishes to establish its own fishing operation, utilising Annual Catch Entitlement from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish a Fishing Enterprise to undertake those operations which is separate from, but responsible to, the Rūnanga and which must not be the Asset Holding Company.
- (2) If the Rūnanga wishes to undertake commercial aquaculture activities (as that term is used in the Maori Commercial Aquaculture Claims Settlement Act 2004), it must establish a Fishing Enterprise to undertake those activities which is separate from, but responsible to, the Rūnanga, but which may be the Asset Holding Company that receives the Settlement Quota and Income Shares.

14. Rūnanga Entities

- 14.1** The Rūnanga may establish Rūnanga Entities in order to receive, hold or manage the Trust Fund, or any Property forming part of the Trust Fund, provided that any Rūnanga Entity must be established for the benefit of the Rūnanga or Ngāti Whare and in furtherance of the Purposes of the Rūnanga.

14.2 The Rūnanga may, from time to time, disestablish any Rūnanga Entity.

14.3 Control of Entities⁶

- (1) The Rūnanga shall have and retain the power to appoint and remove the Directors, trustees or Board members as the case may be of any Rūnanga Entity and this shall be reflected in the constitution of each Rūnanga Entity in a manner consistent with clauses 14.3(2) to (4) below.
- (2) The Rūnanga shall require that any Directors, trustees or Board members appointed by or at the direction of the Rūnanga to any Rūnanga Entity do not act in a manner which brings or is likely to bring Ngāti Whare, the Rūnanga or any Rūnanga Entity into disrepute.
- (3) In relation to the Rūnanga Entity known as Te Puawai o Ngāti Whare Charitable Trust:
 - (a) the Trustees of Te Puawai o Ngāti Whare Charitable Trust shall at all times be the Trustees of the Rūnanga; and
 - (b) in the event that a Trustee of the Rūnanga resigns or is removed as a Trustee of the Rūnanga, they shall also be deemed to have resigned or been removed as a Trustee of Te Puawai o Ngāti Whare Charitable Trust.
- (4) In relation to any Rūnanga Entity (other than Te Puawai o Ngāti Whare Charitable Trust.):
 - (a) the Rūnanga may appoint up to two Trustees as Directors, trustees or Board members of the Rūnanga Entity provided however that at no time may Trustees comprise more than 40% of the total number of Directors, trustees or Board members of any Rūnanga Entity; and
 - (b) a Director, trustee or Board member of any Rūnanga 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 Rūnanga Entity to which the appointment relates and bearing in mind the activities that the relevant Rūnanga Entity undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Rūnanga Entity.

14.4 Rūnanga to monitor Rūnanga Entities

In giving effect to the Purposes of the Rūnanga, the Rūnanga:

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

⁶ Clause 14.3 was amended by special resolution of Adult Registered Members at the Rūnanga's Annual General Meeting on 28 November 2015.

14.5 Assets and income held for Rūnanga

- (1) All assets held and income derived by any Rūnanga Entity shall be held and derived for and on behalf of the Rūnanga.
- (2) Each Rūnanga Entity shall in each Financial Year remit to the Rūnanga so much of the surplus income derived by that Rūnanga Entity on behalf of the Rūnanga as is agreed between the relevant Rūnanga Entity and the Rūnanga having regard to:
 - (a) the relevant Rūnanga Entity's purposes and the desirability of retaining and reinvesting or distributing income to meet those purposes;
 - (b) the projected operating requirements of the relevant Rūnanga Entity and any of its subsidiaries as set out in their plans; and
 - (c) the responsibilities and duties of the Directors, trustees or Board members of the relevant Rūnanga Entity to comply with the requirements of New Zealand law.
- (3) Subject to any other requirements in this Deed, the Rūnanga may provide for the payment, application or appropriation of, or decide to pay, apply or appropriate, or direct the Rūnanga Entity to pay or apply, as much of the available income in any Financial Year as the Rūnanga in its sole discretion thinks fit in furtherance of the Purposes of the Rūnanga.

14.6 Directors responsible for governance

For the avoidance of doubt, and except as expressly provided by this Deed, each Rūnanga Entity shall be governed by its respective Board and the role of the Rūnanga in respect of each Rūnanga Entity shall be limited to the exercise of the rights conferred on the Rūnanga as shareholder or (as applicable) appointor and as beneficiary of the Rūnanga Entity.

14.7 Remuneration of Directors, trustees and Board members

- (1) The Rūnanga shall determine the remuneration payable to any Director, trustee or Board members of any Rūnanga Entity.
- (2) No Trustee receiving any remuneration referred to in clause 14.7(1) shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee 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.

14.8 Strategic Governance

Notwithstanding any other provision in clauses 13 and 14, the Rūnanga must exercise strategic governance over:

- (a) any Rūnanga 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 Fisheries Settlement Assets of Ngāti Whare and the Trust Fund;

- (ii) the expected financial return on those Fisheries Settlement Assets and the Trust Fund;
- (iii) any programme to:
 - (aa) manage the sale of Annual Catch Entitlements derived from the Settlement Quota held by the Asset Holding Company; and
 - (bb) 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 Maori Fisheries Act 2004;

but not in such a manner as shall result in the Rūnanga or any of the Trustees being deemed to be a director of that or those companies under the Companies Act 1993, and nor shall this clause 14 or any other provision of this Deed prevent the Rūnanga or any Rūnanga Entity from entering into such arrangements with another company or trust as the Rūnanga shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the Purposes of the Rūnanga.

15. Liability, Indemnity and Insurance

15.1 Limitation of Liability

No Trustee is liable for the consequences of any act or omission or for any loss unless that consequence or loss is attributed to his or her dishonesty or to the wilful commissions by him or her of any act known by him or her to be a breach of trust or to the wilful omission by him or her of any act when the omission is known by him or her to be a breach of trust.

15.2 Action by Rūnanga

The Rūnanga may indemnify or provide insurance for any person who is a Trustee, Registrar, Returning Officer or Secretary in respect of any costs incurred by that person in any proceedings:

- (a) brought by the Rūnanga against that person in his or her capacity as Trustee, Registrar, Returning Officer or Secretary (as the case may be); and
- (b) in which judgment is given in that person's favour, or he or she is acquitted, or relief is granted to him or her by the Court.

15.3 Action by third party

The Rūnanga may indemnify or provide insurance for any person who is a Trustee, Registrar, Returning Officer or Secretary in respect of any costs incurred by that person in any proceedings:

- (a) brought by any person other than the Rūnanga against that person in his or her capacity as Trustee, Registrar, Returning Officer or Secretary (as the case may be); and
- (b) which do not result from failure by the Trustee, Registrar, Returning Officer or Secretary (as the case may be) to act in good faith and in a manner that he or

she believes on reasonable grounds to be in the best interests of Ngāti Whare.

15.4 Record of indemnity

The Rūnanga will ensure that particulars of any indemnity given to or insurance provided for any person under clause 15.2 and 15.3 are recorded in the minutes of the meetings at which that indemnity or insurance is approved by the Rūnanga.

15.5 Past and future

In this clause 15:

- (a) **Trustee** includes a former Trustee;
- (b) **Secretary** includes a former Secretary;
- (c) **Registrar** includes a former Registrar;
- (d) **Returning Officer** includes a former Returning Officer;
- (e) **Indemnity** includes relief or exclusion from liability; and
- (f) **Proceedings** include civil, criminal and administrative proceedings.

16. Secretary

16.1 The Trustees will appoint a person as Secretary to carry out the duties of the Secretary specified in this Deed and may perform other administrative or management duties for the Rūnanga in relation to its activities and those of any committees or sub-committees for such term at such remuneration and upon such conditions as the Trustees may from time to time prescribe.

16.2 The Secretary shall not be a Trustee, but may be an existing Employee of the Rūnanga in which event any remuneration for the performance of the duties of Secretary shall be included within the remuneration of that Employee.

16.3 Any Secretary may be removed at any time by the Trustees from that office.

17. Books, Records and Execution of Documents

17.1 Records

The books and records of the Rūnanga shall be kept in the custody of the Secretary at the Registered Office or at such other secure place determined by the Trustees.

17.2 Minutes

- (1) The Trustees will maintain minutes of all proceedings of its meetings and any Annual General Meeting or Special General Meeting and all such minutes will be entered or maintained in a minutes' register kept for that purpose.
- (2) Any minute signed by the Chairperson, Deputy Chairperson or other person chairing a meeting of Trustees or any Annual General Meeting or Special General Meeting is to be evidence of the proceedings of that meeting.

17.3 Register of resolutions

There is to be kept, at the Registered Office, a register which will incorporate a printed or typewritten copy of every Special Resolution and Ordinary Resolution passed at a meeting of Trustees or at or any Annual General Meeting or Special General Meeting. That copy is to be signed by the Chairperson, Deputy Chairperson or other person chairing the meeting concerned and is to be filed in the register no later than 10 Business Days after the meeting.

17.4 Trustee Register

A Trustee Register is to be kept at the Registered Office that contains the names, addresses, email addresses, telephone and facsimile numbers of the Trustees.

17.5 Iwi Register

The Trustees must ensure that the Iwi Register is regularly updated and maintained.

17.6 Inspection of records and registers

Subject to clause 17.8, the requirements of the Privacy Act 1993, any rules made by Te Ohu Kai Moana Trustee Limited and such other reasonable restrictions as the Trustees may impose, a copy of this Deed, the minutes' register, the register resolutions, the Iwi Register, and the Trustee Register will, during normal business hours and for not less than four hours in each Business Day, each be open for inspection by any Registered Member.

17.7 Request for copies

Subject to clauses 17.6 and 17.8, any Registered Member is entitled to be provided, no later than 10 Business Days after receipt by the Rūnanga of a written request from a Registered Member with:

- (a) a copy of any minute;
- (b) a copy of any resolution in the register of resolutions;
- (c) a copy of any entry in the Trustee Register; or
- (d) a copy of this Deed,

upon payment of such reasonable charges as the Trustees may prescribe.

17.8 Sensitive information

- (1) Other than as required by law, the Trustees may at their discretion, limit the disclosure to Registered Members of any Confidential Information included in the minutes and register of resolution.
- (2) The Trustees will not at any time use or disclose to any person (other than as authorised by this Deed) any Confidential Information.
- (3) Nothing in subclause (2) prohibits the disclosure of the Confidential Information:

- (a) which is or becomes part of the public domain through no act or omission of the Trustees;
- (b) by operation of law provided that the Trustees have taken all practicable steps to prevent such disclosure;
- (c) by a Trustee with the prior approval in writing of the Trustees;
- (d) by the Trustees to a Rūnanga Entity provided that the Trustees procure that the Rūnanga Entity protects that Confidential Information on the same terms as this clause 17.8.

17.9 Execution of Documents

- (1) Subject to subclause (2), all formal documents, agreements and contracts executed on behalf of the Rūnanga shall be signed by three or more Trustees.
- (2) Unless the Trustees decide otherwise, subclause (1) is subject to the condition that no document shall be signed by the Trustees unless such execution has previously been approved at a meeting of Trustees or, where required, at an Annual General Meeting or Special General Meeting.

17.10 Records to be held and archived

- (1) All minutes and other records of any proceedings of the Rūnanga and any Rūnanga Entity shall be held by the Rūnanga and those Rūnanga Entities for a period of seven years.
- (2) At the expiry of seven years the Rūnanga shall archive the records of the Rūnanga and Rūnanga Entities.
- (3) Notwithstanding subclauses (1) and (2), the Rūnanga and any of the Rūnanga Entities may retain any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Rūnanga or the Rūnanga Entity to which the information relates.

18. Amendment of Deed

18.1 Clauses that cannot be changed

No resolution, whether purporting to be passed as a Special Resolution or in any other form, is to be of any effect if it is designed to vary or would have the effect of varying any of the provisions of clause 2.2, clause 6.1(1)(q), clause 8.3 or clauses 18.1 to 18.3.

18.2 Changes to this Deed

Subject to clause 18.1, the Trustees have power to amend, revoke or add to the provisions of this Deed provided that:

- (1) to the extent that such an amendment relates to a matter provided for in the Maori Fisheries Act 2004:

- (a) no amendment may be made earlier than two years after the date on which the Rūnanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngāti Whare, unless the amendment is required as a consequence of a rule made or amended by Te Ohu Kai Moana Trustee Limited under that Act; and
 - (b) any amendment must be consistent with the Maori Fisheries Act 2004;
- (2) the amendment must be put and passed by the Trustees as a Special Resolution at a meeting of Trustees in respect of which notice specifying the intention to propose the resolution as a Special Resolution has been properly given under paragraph 3.4(b) of Schedule 3 or in respect of which notice has been waived under paragraph 3.4(f) of Schedule 3; and
- (3) the Trustees must resolve as a Special Resolution, at a meeting of Trustees in respect of which notice specifying the intention to propose the resolution as a Special Resolution has been properly given under paragraph 3.4(b) of Schedule 3 or in respect of which notice has been waived under paragraph 3.4(f) of Schedule 3, that the amendment is for the benefit of all Members; and
- (4) prior to putting any amendment to Registered Members at an Annual General Meeting or Special General Meeting, the Trustees must seek professional advice regarding whether the proposed amendment would adversely change the status of the Rūnanga for taxation purposes, or would adversely affect the Rūnanga's recognition as the Mandated Iwi Organisation or the Iwi Aquaculture Organisation for Ngāti Whare by Te Ohu Kai Moana Trustee Limited, or would adversely affect the Rūnanga's recognition as a post-settlement governance entity by the Crown; and
- (5) if the professional advice received by the Trustees under clause 18.2(4) is that the proposed amendment will or is likely to adversely change the status of the Rūnanga for taxation purposes or adversely affect the Rūnanga's recognition as the Mandated Iwi Organisation or the Iwi Aquaculture Organisation for Ngāti Whare by Te Ohu Kai Moana Trustee Limited or adversely affect the Rūnanga's recognition as a post-settlement governance entity by the Crown, the fact of such advice must be notified both on the Ballot Paper that is sent to Adult Registered Members and at the Annual General Meeting or Special General Meeting where the amendment is to be considered; and
- (6) the amendment must be approved at an Annual General Meeting or Special General Meeting as a Special Resolution by Adult Registered Members who vote in a ballot held in accordance with the provisions set out in Schedule 2.
- (7) Any Adult Registered Member, and any Adult Member who and submits a completed Iwi Registration Form which is approved by the Registrar, is able to submit a proposal for the amendment of this Deed in writing to the Secretary and upon receipt of any such proposal:
 - (a) the Secretary shall provide a copy of the proposal to the Trustees; and
 - (b) the Trustees shall consider the proposal at a meeting of Trustees.

18.3 Changes allowed to gain status

Notwithstanding clauses 18.1 and 18.2, the Trustees may amend, revoke or add to any of the provisions of this Deed if and to the extent that it is necessary to do so for the Rūnanga to qualify for certain tax exemptions or beneficial tax status under the Inland Revenue Acts or Charities Act 2005, or to be recognised as the Mandated Iwi Organisation or the Iwi Aquaculture Organisation for Ngāti Whare by Te Ohu Kai Moana Trustee Limited, or to be recognised as a post-settlement governance entity by the Crown, or to meet the requirements of any amendments to or any rules made by Te Ohu Kai Moana Trustee Limited under the Maori Fisheries Act 2004, provided that in addition to the requirements in clause 18.2(2)-(6):

- (1) the amendment does not amend the class of persons who are Members; and
- (2) prior to putting any amendment to Adult Registered Members at an Annual General Meeting or Special General Meeting, the Trustees must obtain professional advice that the amendment is necessary for the Rūnanga to qualify for certain tax exemptions or beneficial tax status under the Inland Revenue Acts or Charities Act 2005, or to be recognised as the Mandated Iwi Organisation or Iwi Aquaculture Organisation for Ngāti Whare by Te Ohu Kai Moana Trustee Limited, or to be recognised as a post-settlement governance entity by the Crown, or to meet the requirements of any amendments to any rules made by Te Ohu Kai Moana Trustee Limited under the Maori Fisheries Act 2004; and
- (3) the fact of the professional advice received by the Trustees under clause 18.3(2) must be notified both on the Ballot Paper that is sent to Adult Registered Members and at the Annual General Meeting or Special General Meeting where the amendment is to be considered.

18.4 Changes to constitutions of Rūnanga Entities

- (1) Any proposal for the amendment of the constitutional documents of any Rūnanga Entity may only be promoted and made in accordance with any relevant requirements of the constitutional document of that Rūnanga Entity.
- (2) Any proposal for the amendment of the constitutional documents of the Asset Holding Company or any subsidiary of the Asset Holding Company may only be promoted and made in accordance with any relevant requirements in the Maori Fisheries Act 2004.

18.5 Notification of Changes

If an amendment is made to this Deed or to the constitutional documents of the Asset Holding Company or any Rūnanga Entity in accordance with clauses 18.2, 18.3 or 18.4, the Rūnanga must notify that amendment in its next general communication to all Registered Members.

19. Disputes Procedure

19.1 Any Member may raise with the Rūnanga:

- (a) any complaint that the conduct or intended conduct of the Rūnanga or a Trustee or officeholder under this Deed is or has been or will be contrary to the provisions of this Deed or otherwise injurious to the Rūnanga or to Ngāti Whare or to any Member or group of Members;

- (b) any dispute between or among Members or between Members and the Rūnanga or a Trustee or officeholder relating to matters arising under the Maori Fisheries Act 2004.

19.2 Where a complaint or dispute relates to matters arising under the Maori Fisheries Act 2004, the disputes procedure contained in clauses 19.3 to 19.10 shall be deemed to constitute the process for resolving the dispute that is required to be engaged in under section 181 of the Maori Fisheries Act 2004 prior to any referral of a complaint or dispute to the Maori Land Court.

19.3 Every complaint or dispute by a Member in terms of clause 19.1 shall be submitted by notice in writing to the Secretary and the Secretary shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

19.4 If a complaint or dispute is not withdrawn or resolved through discussions between the Member and the Rūnanga within 30 Business Days of the receipt of written notice of the complaint or dispute in accordance with clause 19.3, the complaint or dispute shall be dealt with in accordance with clauses 19.5 to 19.10 as appropriate.

19.5 Whakapapa Committee

- (1) Where the complaint or dispute relates to a decision by the Registrar or the Trustees under clauses 10.8 to 10.13(a), including a request for a review under clause 10.13(c) by a person whose applications for registration as a Registered Member is not accepted, the complaint or dispute shall be dealt with by the Whakapapa Committee established under clause 10.7;
- (2) The Whakapapa Committee shall, subject to meeting the requirements of natural justice and having due regard to Ngāti Whare tikanga, have the sole discretion to call for evidence and determine the manner in which the complaint, dispute or appeal before it should be dealt with.

19.6 Disputes Committee

- (1) Where the complaint or dispute relates to a matter under this Deed that is not governed by clause 19.5, the complaint or dispute shall be referred to the Rūnanga.
- (2) The Rūnanga shall appoint a Disputes Committee which shall consist of three Trustees who, in the view of the Rūnanga, have the necessary skills and expertise to deal with the relevant complaint or dispute. The role of the Disputes Committee in dealing with the complaint or dispute shall be to facilitate and make findings and decisions on the complaint or dispute referred to it.
- (3) In dealing with any complaint or dispute the Disputes Committee shall, subject to meeting the requirements of natural justice and having due regard to Ngāti Whare tikanga, have the sole discretion to call for evidence and determine the manner in which a complaint or dispute before it should be dealt with.

19.7 In meeting the requirements of natural justice, the Whakapapa Committee or the Disputes Committee, as the case may be, shall:

- (a) provide the Member with the opportunity to attend a meeting of the relevant Committee for the purpose of presenting a detailed account of the matter in

dispute including any evidence in support of the matters raised, and naming any other party or parties involved;

- (b) where the complaint or dispute concerns the actions of an individual Trustee or officeholder, who in that event may not be a Member of the relevant Disputes Committee:
 - (i) sufficiently inform the Trustee or officeholder of the nature of the complaint; and
 - (ii) inform the Trustee or officeholder that the Committee shall provide a copy of its decision regarding the complaint to the Rūnanga who may take further action in relation to the actions of the Trustee or officeholder; and
 - (ii) provide him or her with the opportunity to attend a meeting of the relevant Committee for the purpose of presenting a detailed account of the matter in dispute including any relevant evidence.

19.8 Decision Final

Subject to the provisions of any relevant Act or rule of law, any findings and decision of the Whakapapa Committee or the Disputes Committee as the case may be on any complaint or dispute shall be final and binding on the parties including the Rūnanga.

19.9 Notification of Outcome

The Whakapapa Committee or the Disputes Committee as the case may be shall give its findings and decision, together with the reasons therefore, in writing to all parties and to the Rūnanga.

19.10 Mediation

The parties to any complaint or dispute may at any time agree to refer the complaint or dispute to mediation or other alternative dispute resolution in which case:

- (a) the parties shall notify the Secretary in writing that the complaint or dispute is to be referred to mediation or other alternative dispute resolution;
- (b) if the Rūnanga, a Trustee or officeholder is a party to the complaint or dispute, they shall participate in any mediation or alternative dispute resolution and may otherwise participate in any mediation or alternative dispute resolution at the request or with the consent of the parties;
- (c) the costs of the mediation or alternative dispute resolution shall be met equally by the parties to the complaint or dispute, unless the Trustees resolve by Special Resolution to meet some or all of the costs of the mediation or alternative dispute resolution;
- (d) the referral of the complaint or dispute to, or the consideration of the complaint or dispute by, the Whakapapa Committee or the Disputes Committee as the case may be shall be deferred until such time as the parties notify the Secretary in writing that the mediation or alternative dispute resolution has been concluded and that the complaint or dispute remains unresolved;

- (b) if the complaint or dispute is resolved through mediation or alternative dispute resolution, that resolution shall only be binding on the Rūnanga if:
 - (i) the Rūnanga participated in the mediation or alternative dispute resolution either as a party or at the request or with the consent of the parties and agreed to the resolution reached in the mediation or alternative dispute resolution; or
 - (ii) the Trustees subsequently resolve by Special Resolution to accept the resolution reached in the mediation or alternative dispute resolution.

20. Termination of Trust

20.1 Subject to clause 21.1

- (a) The trust established by this Deed shall only be terminated or dissolved if the Adult Registered Members of Ngāti Whare have, by duly notified Special Resolution at an Annual General Meeting or Special General Meeting, resolved that it has become impossible, impracticable or inexpedient to carry out the Purposes of the Rūnanga; and
- (b) On the termination or dissolution of this trust, the Trust Fund after the payment of costs, debts and liabilities shall be paid to one or more other trusts or entities in New Zealand that have similar purposes to the Purposes of the Rūnanga (being purposes beneficial to Ngāti Whare) and have been established for the benefit of the present and future Members of Ngāti Whare.

21. Resettlement

21.1 Power of resettlement

The Trustees have power at any time or times by deed, to settle or resettlement upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members, the whole or any portion or portions of the capital or income of the Trust Fund provided that:

- (a) the resettlement is upon trust for the benefit of and on a basis that ensures the continued representation of Ngāti Whare and provided that the capital or income of the Trust Fund so resettled is held for the Purposes provided for in clause 5 of this Deed;
- (b) the resettlement is put and passed by the Trustees as a Special Resolution at a meeting of Trustees in respect of which notice specifying the intention to propose the resolution as a Special Resolution has been properly given under paragraph 3.4(b) of Schedule 3 or in respect of which notice has been waived under paragraph 3.4(f) of Schedule 3; and
- (c) the resettlement is approved at an Annual General Meeting or Special General Meeting as a Special Resolution by Adult Registered Members who vote in a ballot held in accordance with Schedule 2.

21.2 Perpetuities

Any settlement or resettlement under clause 21.1 shall not transgress the rule against perpetuities as it applies to the Rūnanga.

SCHEDULE 1: ELECTION AND REMOVAL OF TRUSTEES⁷

1 TERM OF TRUSTEES

1.1 Application

This Schedule applies to the election of Trustees at Annual General Meetings or Special General Meetings after the date of this Deed.

1.2 Frequency of Elections

Subject to paragraph 1.5, elections for Trustees shall be held at every third Annual General Meeting.

1.3 Elections at Annual General Meeting

- (a) Elections for all seven (7) Trustees shall be held at, and in conjunction with, the Annual General Meeting in 2016 and at every third Annual General Meeting thereafter.
- (b) The Trustees holding office on the day following the Annual General Meeting in 2015 shall retire at the date of the Annual General Meeting in 2016 regardless of the year in which they were elected to office.

1.4 Term of office of Trustees

Notwithstanding any other clause in this Deed, no Trustee may hold office for longer than three years without re-election except that a Trustee may remain in office until the Returning Officer has made a declaration for any replacement trustee in accordance with paragraph 2.12(a) of this Schedule 1.

1.5 Early Cessation of Office by Trustee

If, prior to the expiry of his or her elected term in office, a Trustee's position is deemed vacant under clause 8.5 of this Deed or a Trustee is removed from office under clause 8.6 of this Deed:

- (a) if the vacancy occurs less than 24 months after the commencement of the Trustee's term of office:
 - (i) the vacant Trustee position shall be offered to the next highest polling candidate at the previous election (or the following highest polling candidate if that candidate has accepted an appointment pursuant to this clause 1.5); and
 - (ii) if that nominee accepts appointment as a Trustee, the Rūnanga shall give Public Notice of that appointment within 10 Business Days;
 - (iii) if that nominee declines to accept appointment as a Trustee or there was no other candidate at the previous election, the Rūnanga shall call a Special General Meeting under paragraph 1.6 for the purpose of electing a replacement Trustee;

⁷ Schedule 1 was amended by special resolution of Adult Registered Members at the Rūnanga's Annual General Meeting on 28 November 2015.

- (b) subject to paragraph 1.5(c), if the vacancy occurs more than 24 months after the commencement of the Trustee's term of office, the Rūnanga shall not be required to appoint a replacement Trustee until Trustee elections are held at the next Annual General Meeting; and
- (c) if a Trustee vacancy arises in terms of paragraph 1.5(b) and there are less than five Trustees holding office, the Rūnanga shall call a Special General Meeting under paragraph 1.6 for the purpose of electing a replacement Trustee.

1.6 Election of Trustee at Special General Meeting

If Special General Meeting is required to be called under paragraph 1.5(a)(ii) or 1.5(c) above for the purpose of electing a replacement Trustee:

- (a) the Rūnanga shall, within 20 Business Days after the Trustee retires or is removed from office, give no less than 20 Business Days Public Notice of:
 - (i) the date, time and venue of the Special General Meeting at which the nominations will be sought and an election will be held; and
 - (ii) the number of Trustee positions that open for nomination and election at the Special General Meeting;
- (b) the Rūnanga will appoint a Returning Officer and, at the beginning of the Special General Meeting, the Returning Officer will call for nominations from those Adult Registered Members present for candidates for election as a replacement Trustees;
- (c) a vote by ballot shall be conducted by the Returning Officer among those Adult Registered Members present at the Special General Meeting and the highest polling nominee shall be duly elected as the replacement trustee;
- (d) in the event of a equality of votes between the nominees at the Special General Meeting, the replacement trustee shall be determined by the Returning Officer by the drawing of lots between those tied nominees; and
- (e) the Rūnanga shall give Public Notice of the result of the election of a replacement trustee within 10 Business Days of the date of the Special General Election.

1.7 Term of Office if Early Cessation

Any Trustee appointed or elected as a replacement Trustee in accordance with paragraph 1.5(a)(i) or paragraph 1.6 shall hold office for the balance of the term of office of the Trustee that he or she is appointed or elected to replace.

2 ELECTION PROCEDURE FOR TRUSTEES

2.1 Voting

- (a) Except as provided in paragraph 1.6 above, every election of Trustees after the date of this Deed shall be by way of postal ballot of Adult Registered Members with votes to be cast on an Election Voting Paper and:

- (i) received by the Returning Officer on or before any notified date by which completed Election Voting Papers are to be received by the Returning Officer at the Registered Office; or
 - (ii) cast at the relevant Annual General Meeting.
- (b) In the event that the Rūnanga establishes electronic voting facilities, the Rūnanga may also provide for Adult Registered Members to vote by electronic means in addition to postal voting.
 - (c) The Secretary 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.
 - (d) For the avoidance of doubt, Adult Registered Members may not vote by proxy.

2.2 Number of Votes

In an election each Adult Registered Member is entitled to cast a vote for one nominee in respect of each Trustee position that is vacant.

2.3 Notice Calling for Nominations

At least 40 Business Days before the date of an Annual General Meeting at which an election will be held, the Rūnanga will give Public Notice of:

- (a) the pending expiration of the term of office of Trustees and the number of Trustee positions that will be open for election;
- (b) the date, time and venue of the Annual General Meeting at which the election will be held; and
- (c) the date by which nominations in writing for the new Trustees are to be received from Adult Registered Members by either the Secretary at the Registered Office or the Returning Officer, such date to be no earlier than 10 and no later than 15 Business Days after the date of the Public Notice.

2.4 Nomination Form

Nominations for election to the office of Trustee under this Schedule must be in writing on the nomination form from time to time prescribed by the Rūnanga which must:

- (a) contain details of the nominee's full name, address and contact number;
- (b) include a declaration signed by the Nominee that:
 - (i) declares 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 clause 8.4 of this Deed;
 - (ii) declares that, if elected, the Trustees agrees to be bound by the terms of this Deed and any other relevant Trustee obligations;

- (ii) authorises the Secretary or Returning Officer 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 containing details of experience relevant to the role of Trustee; and
- (d) be counter-signed by two Adult Registered Members.

2.5 One Nomination

In the event that the number of nomination forms received by the Secretary or Returning Officer is less than or equal to the number of Trustee positions that are required to be filled at an election, the Nominees in those nomination forms will be deemed to be duly elected as Trustees and a declaration for the purposes of paragraph 2.12 below will be deemed to have been made.

2.6 Withdrawal of Nomination

- (a) A nominee may withdraw his or her nomination by notice in writing to the Secretary or Returning Officer signed by the nominee.
- (b) If the Secretary or Returning Officer receives notice of the withdrawal of a nomination after Public Notice of the Nominees has been given and Election Voting Papers have been sent to Adult Registered Members under paragraph 2.7 below:
 - (i) if the notice of withdrawal of nomination is received 10 Business days before the date of the Annual General Meeting at which the election is to be held, the Secretary or Returning Officer will forthwith give Public Notice notifying the withdrawal of the nominee and confirming the nominees who remain; and
 - (ii) if the effect of the withdrawal is that there are insufficient nominees for the number of Trustee positions that are required to be filled at an election:
 - a. nominations for any positions for there are no nominees will be sought from those Adult Registered Members present at the Annual General Meeting; and
 - b. the procedures in relation to the conduct of a Second Poll under paragraph 2.11 below will be applied with any necessary modifications.

2.7 Notice of Elections

- (a) At least 20 Business Days before the date of an Annual General Meeting at which an election will be held, the Rūnanga will give Public Notice of:
 - (i) the date, time and venue of the Annual General Meeting at which the election will be held;
 - (ii) the number of Trustee positions that open for election and the names of the Nominees;

- (iii) the date by which completed Election Voting Papers are to be received by the Returning Officer at the Registered Office;
 - (iv) any other means by which votes may be cast in the election (ie, at the relevant Annual General Meeting and, where applicable, by electronic means); and
 - (v) where Election Voting Papers and any other information that may reasonably inform Members about the election may be viewed or obtained.
- (b) At least 20 Business Days before the date of an Annual General Meeting at which an election will be held, the Rūnanga shall send to all Adult Registered Members notice in writing of:
- (i) the purpose of the election;
 - (ii) the date, time and venue of the Annual General Meeting at which the election will be held;
 - (iii) the number of Trustee positions that open for election and the names of the Nominees;
 - (iv) the date by which completed Election Voting Papers are to be received by the Returning Officer at the Registered Office;
 - (v) any other means by which votes may be cast in the election (ie, at the relevant Annual General Meeting and, where applicable, by electronic means);
 - (vi) an Election Voting Paper;
 - (vii) where further Election Voting Papers and any other information that may reasonably inform Members about the election may be viewed or obtained.
- (c) Any Adult Member, not being a Registered Member, may make a written request, which must be received by the Secretary or Returning Officer no later than 20 Business Days after the date of the Public Notice under paragraph 2.3 above, for a written notice containing the information required under paragraph 2.7(b), provided however that:
- (i) the Secretary or Returning Officer shall send the requested written notice to the Member within five (5) Business Days of receiving the request, but the 20 Business Day notice period specified in paragraph 2.7(b) shall have no application;
 - (ii) The Secretary or Returning Officer shall also send an Iwi Registration Form to the Member with the written notice;
 - (iii) The completed Iwi Registration Form together with any completed Election Voting Paper must be received by the Returning Officer on or before the date by which completed Election Voting Papers are otherwise to be received by the Returning Officer or cast at the relevant Annual General Meeting and the Member's registration must be approved by the Registrar in order for the Member's vote to be

counted by the Returning Officer in accordance with paragraph 2.10 below;

- (iv) Notwithstanding anything in clause 10 of 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 conclusion of the Annual General Meeting at which the election is held.

2.8 Exercise of Vote

- (a) Votes by Adult Registered Members must be validly cast on an Election Voting Paper and must be:
 - (i) received by the Returning Officer on or before the notified date by which completed Election Voting Papers are to be received by the Returning Officer at the Registered Office; or
 - (ii) cast at the relevant Annual General Meeting; or
 - (iii) where applicable, cast by electronic means before any notified date by which votes by electronic means are to be cast.
- (b) The Election Voting Papers for votes cast in person at the relevant Annual General Meeting shall be collated and kept separately for the purposes of any Second Poll that may need to be conducted by the Returning Officer under paragraph 2.11 below.

2.9 Returning Officer

- (a) The Rūnanga shall appoint a person to act as an independent Returning Officer for the purpose of Elections held under this Schedule, provided however that the Returning Officer shall not be a Trustee, a Nominee, an employee of the Rūnanga, or a Member, but shall be a person of standing and may be the Rūnanga's solicitor or accountant.
- (b) The Returning Officer shall be responsible for receiving and counting all votes cast in an election held under this Schedule.
- (c) The Rūnanga may appoint two persons as scrutineers to assist the Returning Officer with his or her task, provided that such persons shall not be Trustees or Nominees.

2.10 Counting of Votes

On completion of the voting in an election under this Schedule, the Returning Officer shall:

- (a) reject as informal:
 - (i) any Election Voting Paper for which there is reasonable cause to believe that it was not prepared by the Rūnanga for the purposes of the election;

- (ii) any Election Voting Paper that is not properly completed by an Adult Registered Member; and
- (iii) any Election Voting Paper that does not clearly indicate the Nominee or Nominees for which the voter intended to vote,

provided that no Election 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 Election Voting Paper is otherwise regular and if, in the opinion of the Returning Officer, the intention of the voter is clearly indicated;

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

2.11 Second Poll

- (a) Where there is an equality of valid votes between Nominees who receive the highest (or second or third highest where there is more than one Trustee position to be filled) number of votes, the Returning Officer shall forthwith commence a Second Poll in accordance with paragraph 2.11(b) for each Trustee position for which there is an equality of votes;
- (b) Where the Returning Officer is required to commence a Second Poll, the Returning Officer shall conduct that Second Poll by recounting only the votes cast by those Adult Registered Members who were present and cast their votes in person (and not by postal vote or electronic means) at the Annual General Meeting where the election was held.
- (c) The provisions in paragraph 2.10 above shall apply with any necessary modifications to the counting of votes in a Second Poll.
- (d) Where there is an equality of valid votes between Nominees who receive the highest (or second or third highest where there is more than one Trustee position to be filled) number of votes in any Second Poll, the election of the Trustee shall be determined by the Returning Officer by the drawing of lots between those tied Nominees.

2.12 Declaration and Notification

- (a) The Returning Officer shall make, and forward to the Rūnanga within 10 Business Days of the date of the Annual General Meeting or Special General Meeting at which an election is held, a declaration in writing stating:
 - (i) the number of Election Voting Papers received;
 - (ii) the number of Election Voting Papers rejected as informal;
 - (iii) the number of valid votes received by each Nominee;
 - (iv) where applicable, the results of any Second Poll conducted by the Returning Officer; and
 - (v) the names of the duly elected Trustees; and

- (b) Upon receipt by the Rūnanga of the declaration of the Returning Officer under paragraph 2.12(a), the Rūnanga shall give Public Notice of the result of the election within 10 Business Days of the date of the declaration, including whether there was a need for a Second Poll.

2.13 Retention of Election Records

- (a) The Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all Election Voting Papers and other voting records into a sealed packet. The Returning Officer shall endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election. The Returning Officer shall then sign the endorsement and forward the sealed packet to the Rūnanga.
- (b) Any sealed packet received from the Returning Officer shall be safely kept unopened by the Rūnanga for a period of 3 months from the date of the Annual General Meeting or Special General Meeting at which the election to which the packet relates was held. At the expiry of that 3 month period the packets shall be destroyed unopened.

SCHEDULE 2: APPROVAL OF SPECIAL RESOLUTIONS

1.1 Application

This Schedule applies to the voting process for Special Resolutions which require the approval of Adult Registered Members.

1.2 Voting

- (a) Every vote to which this Schedule applies shall be held by way of ballot of all Adult Registered Members with votes to be cast at a properly notified Annual General Meeting or Special General Meeting and by postal ballot.
- (b) In the event that the Rūnanga establishes electronic voting facilities, the Rūnanga may also provide for Adult Registered Members to vote by electronic means in addition to postal voting.
- (c) The Secretary 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.
- (d) For the avoidance of doubt, Adult Registered Members may not vote by proxy.

1.3 Notice of Ballot

Where a matter is required to be put to a vote of Members by way of special resolution:

- (a) At least 20 Business Days before the date of the Annual General Meeting or Special General Meeting at which the ballot will be held, the Rūnanga shall give Public Notice of:
 - (i) the matter, resolution or issue on which the vote is to be taken;
 - (ii) the date, time and venue of the Annual General Meeting or Special General Meeting at which the ballot will be held;
 - (iii) date by which Ballot Papers are to be received by the Returning Officer at the Registered Office;
 - (iv) the other means by which ballots may be cast (ie, at the relevant Annual General Meeting or Special General Meeting and, where applicable, by electronic means);
 - (v) where Ballot Papers and information that will reasonably inform Members of the matter, resolution or issue to be voted on may be viewed or obtained; and
 - (vi) such other information that may be required by this Deed or any relevant legislation.
- (b) At least than 20 Business Days before the date of the Annual General Meeting or Special General Meeting at which the ballot will be held, the Rūnanga shall send to all Adult Registered Members notice in writing of:

- (i) the matter, resolution or issues on which the vote is to be taken;
 - (ii) the date, time and venue of the Annual General Meeting or Special General Meeting at which the ballot will be held;
 - (iii) the date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office;
 - (iv) the other means by which ballots may be cast (ie, at the relevant Annual General Meeting or Special General Meeting and, where applicable, by electronic means);
 - (v) a Ballot Paper;
 - (vi) where further Ballot Papers and information that will reasonably inform Members of the matter, resolution or issue to be voted on may be viewed or obtained; and
 - (vii) such other information that may be required by this Deed or any relevant legislation.
- (c) Any Adult Member, not being a Registered Member, may make a written request, which must be received by the Secretary no later than 10 Business Days after the date of the Public Notice under paragraph 1.3(a), for a written notice containing the information required under paragraph 1.3(b), provided however that:
- (i) the Secretary shall send the requested written notice to the Member within five (5) Business Days of receiving the request, but the 20 Business Day notice period specified in paragraph 1.3(b) shall have no application;
 - (ii) The Secretary shall also send an Iwi Registration Form to the Member with the written notice;
 - (iii) The completed Iwi Registration Form together with any completed Ballot Paper must be received by the Returning Officer on or before the date on which completed Ballot papers are otherwise to be received by the Returning Officer or cast at the relevant Annual General Meeting or Special General Meeting and the Member's registration must be approved by the Registrar in order for the Member's vote to be counted by the Returning Officer in accordance with paragraph 1.6;
 - (iv) Notwithstanding anything in clause 10 of 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 conclusion of the Annual General Meeting or Special General Meeting at which the ballot will be held.

1.4 Exercise of Vote

Votes by Adult Registered Members 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 at the Registered Office; or
- (b) cast at the relevant Annual General Meeting or Special General Meeting; or
- (c) where applicable, cast by electronic means before any notified date by which votes by electronic means are to be cast.

1.5 Returning Officer

- (a) The Rūnanga shall appoint a person to act as an independent Returning Officer for the purpose of all ballots held under this Schedule, provided however that the Returning Officer shall not be a Trustee, a Nominee, an employee of the Rūnanga, or a Member, but shall be a person of standing and may be the Rūnanga's solicitor or accountant.
- (b) The Returning Officer shall be responsible for receiving and counting all votes cast under this Schedule.
- (b) The Rūnanga may appoint two persons as scrutineers to assist the Returning Officer with his or her task, provided that such persons shall not be Trustees.

1.6 Counting of Votes

On completion of a ballot held in accordance with this Schedule the Returning Officer shall:

- (a) reject as informal:
 - (i) any Ballot Paper for which there is reasonable cause to believe that it was not prepared by the Rūnanga for the purpose of the ballot;
 - (ii) any Ballot Paper that is not properly completed by an Adult Registered Member; and
 - (ii) any Ballot Paper that does not clearly indicate whether the voter intended to vote for or against any proposed 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;

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

1.7 Declaration and Notification

- (a) The Returning Officer shall make, and forward to the Rūnanga within 10 Business Days of the Annual General Meeting or Special General Meeting at which the ballot was held, a declaration in writing stating:
 - (i) the number of Ballot Papers received;
 - (ii) the number of Ballot Papers rejected as informal;
 - (iii) the number of valid votes received in favour of each proposed resolution and the number of valid votes received against each proposed resolution; and
 - (iii) whether each proposed resolution has been passed by a sufficient majority of Adult Registered Members;
- (b) Upon receipt by the Rūnanga of the declaration of the Returning Officer under paragraph 1.7(a), the Rūnanga shall give Public Notice of the result of the ballot within 10 Business Days of the date of the declaration.

SCHEDULE 3: MEETINGS

1 ANNUAL GENERAL MEETINGS

1.1 Timing

- (a) The Rūnanga will, in each Calendar Year after the date of this Deed, hold an Annual General Meeting in addition to any other meetings held in that year.
- (b) The Annual General Meeting must be held within 9 calendar months of the end of each Financial Year and in no event is more than 15 months to elapse between the date of one Annual General Meeting and the next.

1.2 Purpose

The purpose of the Annual General Meeting will be:

- (a) to report on the operations of the Rūnanga and all Rūnanga Entities;
- (b) to present and review with Members the Annual Report and the audited Annual Accounts for the Financial Year most recently completed;
- (c) to present and review with Members the Annual Plan and, from time to time, the Five Year Plan and any update to that Five Year Plan;
- (d) from time to time, to elect the Trustees;
- (e) from time to time approve the Trustees' remuneration;
- (f) to undertake all other notified business;
- (g) at the discretion of the Chairperson, to undertake any other general business or discuss any other issues raised by Members at the meeting.

1.3 Notice of Annual General Meeting

- (a) At least 20 Business Days before the date of any Annual General Meeting the Rūnanga will give Public Notice of:
 - (i) the date, time, venue and agenda of the Annual General Meeting;
 - (ii) where any relevant additional information may be viewed or obtained; and
 - (iii) such other information that may be required by this Deed or any relevant legislation.
- (b) Subject to any other requirements in this Deed, the date, time, venue and agenda of the Annual General Meeting shall be determined by Ordinary Resolution at a meeting of Trustees.

2. SPECIAL GENERAL MEETINGS

2.1 Power to call Special General Meetings

- (a) A Special General Meeting shall be convened by the Trustees where required under any provision of this Deed or on the written request of either:
 - (i) not less than 40% of the Trustees; or
 - (ii) not less than 10% of the Adult Registered Members.
- (b) Subject to any other requirements in this Deed, the date, time, venue and agenda of any Special General Meeting shall be determined by Ordinary Resolution at a meeting of Trustees.
- (c) A written request under paragraph 2.1(a) must state the objects for which the Special General Meeting is to be convened and the specific agenda items proposed for the meeting and must be signed, as the case may be, by:
 - (i) each of the Trustees requesting the meeting in accordance with paragraph 2.1(a)(i); or
 - (ii) each of the Adult Registered Members requesting the meeting in accordance with paragraph 2.1(a)(ii);

and be delivered to the Secretary at the Registered Office by facsimile, personal delivery or post, and may consist of several documents in the same form, each executed on behalf of one or more of the Trustees or Adult Registered Members requesting the meeting. 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.

- (d) If the Trustees do not, within 15 Business Days from the date on which a request is deemed to have been given effectively under paragraph 2.1(c), give Public Notice of the date, time, venue and agenda of a Special General Meeting to be held within 20 Business Days from the date of the Public Notice, the Trustees or Adult Registered Members who requested the meeting may themselves convene a Special General Meeting, but any Special Meeting so convened must be held within three calendar months of the date that the request was deemed to have been given under paragraph 2.1(c).

2.2 Notice of Special General Meeting

- (a) Notice of a Special General Meeting convened under paragraph 2.1 must be given in the same manner as for a notice of an Annual General Meeting and shall include notice of the matter, resolution or issue proposed is to be considered at the Special General Meeting in addition to any other matters required to be notified under this Deed.
- (b) For the avoidance of doubt, in the case of a Special General Meeting requested under paragraph 2.1(a)(ii), every person who signs a request pursuant to paragraph 2.1(c)(ii) is to receive not less than 20 Business Days' written notice of that Special General Meeting.

2.3 Cost of Special General Meeting

Any reasonable expenses that are incurred by the Trustees or Adult Registered Members who convened a meeting under paragraph 2.1(d) as a result of the failure of the Trustees to convene a Special General Meeting which has been properly requested, are to be reimbursed by the Rūnanga to the Trustees or Adult Registered Members who requested the meeting.

2.4 Business at Special General Meeting

No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that Special General Meeting.

3. TRUSTEE MEETINGS

3.1 Time and Place of Trustee Meetings

- (a) In addition to the Annual General Meeting and any Special General Meeting, the Trustees may agree to convene one or more meetings of Trustees.
- (b) A meeting of Trustees may also be requested by the Chairperson, the Deputy Chairperson, or a group of the Trustees under paragraph 3.3.
- (c) Subject to any other requirements in this Deed, meetings of Trustees will be held at such date, time and venue as the Trustees may from time to time by Ordinary Resolution determine.

3.2 Election of Chairperson, Deputy Chairperson and Secretary

- (a) At the first meeting of Trustees after the date of this Deed and at the first meeting of Trustees after the Annual General Meeting at which new Trustees have been appointed, the Trustees will by Ordinary Resolution appoint:
 - (i) one of the Trustees to the office of Chairperson; and
 - (ii) another Trustee to the office of Deputy Chairperson; and
 - (iii) appoint a person to the office of Secretary.
- (b) Subject to paragraph 3.2(c), these people will, unless they earlier retire or are removed as a Trustee, hold their respective offices until the expiry of their three year term as Trustees in accordance with paragraph 1.4 of Schedule 1 of this Deed.
- (c) The Trustees may by Special Resolution at any time before the next meeting referred to in paragraph 3.2(b) remove any person from the office of Chairperson or Deputy Chairperson or Secretary and appoint a new Chairperson or Deputy Chairperson or Secretary.

3.3 Power to call Special Meetings of Trustees

- (a) The Secretary shall on the written request of either:
 - (i) the Chairperson; or
 - (ii) the Deputy Chairperson if, at the relevant time, the Chairperson is indisposed or not in New Zealand; or
 - (iii) not less than 40% of the Trustees;

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

- (b) The request must state the objects for which the special meeting of Trustees is to be convened and must be signed, as the case may be, by:
 - (i) the Chairperson;
 - (ii) the Deputy Chairperson; or
 - (ii) each of the Trustees requesting the meeting in accordance with paragraph 7.1(c);

and be delivered to the Secretary at the Registered Office by facsimile, personal delivery 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 or more of the Trustees requesting the meeting. 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.

- (c) Upon receipt of a request under paragraph 3.3(b), 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 under paragraph 3.3(b) of the date, of the time, venue and agenda of a special meeting of Trustees to be held within 15 Business Days from the date of the notice, and the Trustees must convene such a special meeting of Trustees in accordance with the notice.

3.4 Resolutions and notice of Trustee meetings

- (a) Subject to any other provision in this Deed, any resolution at a meeting of Trustees is to be put as an Ordinary Resolution.
- (b) In addition to any other notice requirements in this Deed, in the case of a meeting of Trustees at which it is proposed to put a Special Resolution, each Trustee is to receive not less than 10 Business Days' notice of the Meeting and the proposed Special Resolution.
- (c) In addition to any other notice requirements in this Deed, in the case of a meeting of Trustees at which it is proposed to put an Ordinary Resolution, the Trustees (unless the business of that meeting includes any proposal which is proposed to be put as a Special Resolution) are to receive not less than five (5) Business Days' notice of the Meeting.
- (d) Each notice of a meeting of Trustees or other communication required under this Deed to be given to a Trustee, is to be in writing marked for the attention of the Trustee and made by facsimile, personal delivery, by post or by email communication to the Trustee at his or her facsimile number or postal

address or email address as from time to time notified for the purpose by the Trustee to the Secretary at the Registered Office.

- (e) No notice or other communication to a Trustee will be effective until received. It will, however, be deemed to have been received by a Trustee:
 - (i) in the case of a facsimile or 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;
 - (ii) in the case of personal delivery, when delivered; and
 - (iii) in the case of a letter, two (2) Business Days after posting by Fastpost.
- (f) Any ordinary or special meeting of Trustees will, notwithstanding that it is called by shorter notice than that provided in paragraphs 3.4(b) or (c) as the case may be, be deemed to have been properly convened if, prior to the meeting proceeding to business, it is so agreed:
 - (i) in the case of a meeting of Trustees where the business comprises only one or more Ordinary Resolutions, by a majority in number of the Trustees present at the meeting in person or by telephone; and
 - (ii) in the case of a Meeting where the business comprises one or more Special Resolutions, by 75% of the Trustees present in person or by telephone.

4. PROCEEDINGS AT MEETINGS

4.1 Quorum

- (a) No business is to be transacted at any Annual General Meeting or Special General Meeting or meeting of Trustees unless the required quorum is present at the time when the meeting proceeds to business.
- (b) The quorum for an Annual General Meeting or Special General Meeting at which one or more Special Resolutions is to be proposed, other than as provided in paragraphs 4.1(f) and (g), is:
 - (i) 75% or more of the Trustees present in person; and
 - (ii) 20 Members, not being Trustees.
- (c) The quorum for an Annual General Meeting or Special General Meeting at which the only resolutions to be proposed are Ordinary Resolutions, other than as provided in paragraphs 4.1(f) and (g), is:
 - (a) 50% or more of the Trustees present in person; and
 - (b) 20 Members, not being Trustees.
- (d) The quorum for a meeting of Trustees at which one or more Special Resolutions is to be proposed, other than as provided in paragraphs 4.1(f) and (g), is 75% or more of the Trustees present in person or by telephone.

- (e) The quorum for meeting of Trustees at which the only resolutions to be proposed are Ordinary Resolutions, other than as provided in paragraphs 4.1(f) and (g), is 50% or more of the Trustees present in person or by telephone.
- (f) If, within one hour of time appointed for an Annual General Meeting or Special General Meeting or meeting of Trustees, a quorum is not present, the meeting is to stand adjourned until:
 - (i) the tenth Business Day, or such other date as the Trustees may determine, following that adjournment in the case of meeting of Trustees; or
 - (ii) the twentieth Business Day, or such other date as the Trustees may determine, following that adjournment in the case of an Annual General Meeting or Special General Meeting.
- (g) On that later day to which any meeting is adjourned under paragraph 4.1(f), 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. In the case of an Annual General Meeting or Special General Meeting the Trustees shall forthwith following the adjournment publish a Public Notice specifying the date, time and place of the adjourned meeting.
- (h) If a quorum is not present within one hour from the time appointed for any adjourned meeting:
 - (i) the Trustees present in person or by telephone in the case of an meeting of Trustees shall constitute a quorum; or
 - (ii) the Trustees and Members present in person in the case of an Annual General Meeting or Special General Meeting shall constitute a quorum.

4.2 Chairperson

- (a) The Chairperson or, failing him or her, the Deputy Chairperson, will preside over and have control of every Annual General Meeting, Special General Meeting or meeting of Trustees.
- (b) If there is no Chairperson or Deputy Chairperson present at the time appointed for holding an Annual General Meeting, Special General Meeting or 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.

4.3 Proceedings at Trustee Meetings

- (a) At any ordinary or special 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.
- (b) 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 book containing the minutes of the proceedings of the Rūnanga will be conclusive evidence of the passing of that resolution.

- (c) The only persons entitled to vote at meetings of Trustees are the Trustees. 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.
- (d) Each Trustee is entitled to cast a vote in his or her own capacity on any resolution put to a meeting of Trustees.
- (e) Meetings of Trustees are not open to Members, provided however that the Trustees may resolve by Ordinary Resolution to permit any person who is a Registered Member or any Employee 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 which the Trustees decide to open for such purpose.
- (f) Without limiting the generality of paragraphs 4.3(e), the Chairperson, Deputy Chairperson or other person chairing the meeting may direct, following an ordinary resolution by Trustees, that any Registered Members attending any meeting of Trustees must leave the meeting because Confidential Information is to be discussed.

4.4 Proceedings at Annual General Meetings and Special General Meetings

Any Member may speak at any Annual General Meeting or Special General Meeting during the period fixed for general debates at such meeting or any other period at such meeting which the Trustees resolve to permit general debate.

4.5 Telephone Link

- (a) The contemporaneous linking together by telephone or other means of communication 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 an valid meeting of Trustees provided that:
 - (i) 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. Notice of any such Meeting may be given on the telephone or other means of communication.
 - (ii) each of the Trustees taking part in such a meeting and any minute taker must be able to hear each of the other Trustees taking part at the commencement of the meeting; and
 - (ii) 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.
- (b) A Trustee may not leave such meeting by disconnecting his or her telephone or other means of communication, unless he has previously obtained the express consent of the Chairperson, Deputy Chairperson or other person chairing the meeting. 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.

- (c) 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.

4.6 Unruly Meetings

If any Annual General Meeting or Special General Meeting or 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.

5. CONFLICTS

5.1 Definition

- (a) A “**Conflict**” exists for a Trustee when:
 - (i) the Trustee is or may be or becomes associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Trustee is transacting or dealing in his or her capacity as Trustee;
 - (ii) the Trustee is a party to, or will derive a material financial benefit from a matter;
 - (iii) the Trustee has a material financial interest in another party to the matter;
 - (iv) the Trustee is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, a matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Rūnanga or any Rūnanga Entity;
 - (v) the Trustee is transacting or dealing as Trustee with himself or herself in another capacity;
 - (vi) the Trustee is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from, the matter; or
 - (vii) the interests or duty of the Trustee in any particular matter otherwise conflicts or might conflict with his or her duty to the Rūnanga.
- (b) Notwithstanding paragraph 5.1(a), no Trustee will have a Conflict in a matter where his or her interest is not different in kind from the interests of other Members in the matter.
- (c) When a Conflict exists for a Trustee:

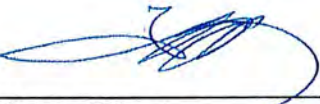
- (i) the Trustee for whom the Conflict exists must declare the nature of the conflict or the potential at a meeting of the Trustees and that disclosure shall be recorded in the minutes of the meeting; and
 - (ii) the Trustee must not take part in any deliberations or proceedings, including voting or other decision-making, or be counted in the quorum present, relating to the Conflict, and the paragraphs in this Schedule will be deemed to be varied accordingly; and
 - (ii) if the Trustee contravenes sub-paragraphs (i) and (ii) of this paragraph, his or her vote or other decision will not be counted, and neither will the Trustee be counted in the quorum present at the meeting.
- (d) When a Conflict exists for a Trustee (the "**Conflicted Trustee**"), the Chairperson, Deputy Chairperson or other person chairing the meeting of Trustees may require the Conflicted Trustee to leave the meeting.
- (e) If the Conflicted Trustee does not leave the meeting, the Chairperson, Deputy Chairperson or other person chairing the meeting may adjourn the meeting until the Conflicted Trustee does leave.

EXECUTION

Executed as a Deed by the Trustees of Te Rūnanga o Ngāti Whare:

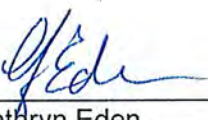
SIGNED by Lance Taurua)
as Trustee)
in the presence of)


Lance Taurua


Witness Signature

Name: Te Waiti Ranguriri
Occupation: Pau Whakakāhā
Residence: 2552 Cretaker Rd
Whakakāhā
RD2 Whakakāhā

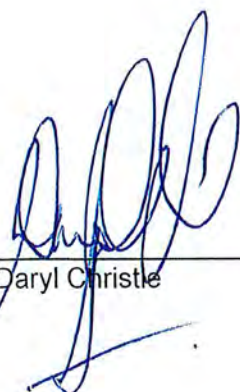
SIGNED by Cathryn Eden)
as Trustee)
in the presence of)

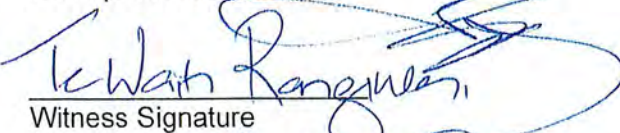

Cathryn Eden


Witness Signature

Name: Te Waiti Ranguriri
Occupation: Pau Whakakāhā
Residence: 2552 Cretaker Rd
Whakakāhā
RD2
Whakakāhā 3025

SIGNED by Daryl Christie)
as Trustee)
in the presence of)


Daryl Christie


Witness Signature

Name: Te Waiti Ranguriri
Occupation: Pau Whakakāhā
Residence: 2552 Cretaker Rd
Whakakāhā
RD2 Whakakāhā
3025

SIGNED by LENA BREW
as Trustee
in the presence of

L. Brew
Lena Brew

[Signature]
Witness Signature

Name: Te Wahi Rangimiri
Occupation: Pov Whakatahete
Residence: 2552 Galata Rd

SIGNED by DAVID BRONCO CARSON
as Trustee
in the presence of

D.S. Carson
David Bronco Carson

[Signature]
Witness Signature

Name: Te Wahi Rangimiri
Occupation: Pov Whakatahete
Residence: 2552 Galata Rd

SIGNED by Bert Messent
as Trustee
in the presence of

[Signature]
Bert Messent

[Signature]
Witness Signature

Name: Mere George
Occupation: Accountant
Residence: Rotorua

SIGNED by Morgan Matekuare
as Trustee
in the presence of

M. A Matekuare
Morgan Matekuare

[Signature]
Witness Signature

Name: Te Wahi Rangimiri
Occupation: Pov Whakatahete
Residence: 255 Galata Rd
Wairua
RD2 Whakatahete 3025