

Ngāti Kahungunu ki Wairarapa Tamaki nui- ā-Rua Settlement Trust Deed

BRAITHWAITE & SMAIL LIMITED

LAWYERS & ACCOUNTANTS



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This Trust Deed is made on 30th March 2017

Between

Connie Oneroa, Paul Jason Devonshire, Haami Te Whaiti, Ian Noel Perry, Marama Amiria Tuuta, Hayden Charles Kani Hape, Rangimarie Sylvia Gabrielle Taite, Bryan Pikitiatokaewa Te Huki, Paul Graham Te Huki, Robin Te Huna Potangaroa, Rex Murray Allan Hemi and William David Workman in their capacity as Trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust

Settlors

and

Connie Oneroa, Paul Jason Devonshire, Haami Te Whaiti, Ian Noel Perry, Marama Amiria Tuuta, Hayden Charles Kani Hape, Rangimarie Sylvia Gabrielle Taite, Bryan Pikitiatokaewa Te Huki, Paul Graham Te Huki, Robin Te Huna Potangaroa, Rex Murray Allan Hemi and William David Workman

Trustees

BACKGROUND

- A. The Trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust are responsible for the establishment of a post-settlement governance entity for Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua under the terms of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Deed of Mandate.
- B. Following consultation with the members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua in 2014 and 2015 the Trustees developed a proposed post-settlement governance entity model that was first presented to the members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua in December 2015.
- C. Following feedback from the members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua, specialist advice and review by the Crown a finalised proposal was presented for ratification in November 2016. Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua voted on the proposal at eight hui around the country and through postal and electronic voting. The outcome of the ratification process was that 91.6% of the valid votes cast supported the establishment of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust as the post-settlement governance entity for Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

- D. On 12 December 2016 the Minister for Treaty of Waitangi Negotiations and Te Minita Whanaketanga Māori advised that they considered that the ratification results demonstrated sufficient support from the members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua for the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust to be established as the post-settlement governance entity for Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua and to receive and manage Treaty settlement redress on behalf of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

OPERATIVE PART:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Defined Terms

In this Trust Deed, unless the context otherwise requires:

Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua means those Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua registered on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register and who are identified as being 18 years and over;

Annual Plan means, as the context requires, the annual plan of:

- (a) Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, which is prepared in accordance with clause 9.2; and
- (b) Any Subsidiary, which is prepared in accordance with clause 11.1.

Annual Report means the annual report of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, which is prepared in accordance with clause 10.1; and

Authorised Signatory means a Trustee or other such person authorised by the Trustees to sign a contract in accordance with rule 11 of the Fifth Schedule;

Balance Date means 31 March or any other date that the Trustees by resolution adopt as the date up to which Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust's financial statements are to be made in each year;

Chairperson means the chairperson from time to time elected by the Trustees in accordance with rule 5.1 of the Fifth Schedule;

Chief Executive Officer means the Chief Executive Officer of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust appointed in accordance with rule 1 of the Sixth Schedule;

Chief Returning Officer means as the context requires:

- (a) the person appointed from time to time as Chief Returning Officer for the purposes of representative elections in accordance with rule 10 of the Second Schedule; or
- (b) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with rule 8 of the Eighth Schedule;

Commercial Activities means any activity carried out in pursuit of the Trust Purposes, which has as its principal objective the maximising of financial or economic returns to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;

Commercial Subsidiary means any subsidiary established to carry out Commercial Activities in accordance with rule 1.3 of the Seventh Schedule;

Consolidated Financial Statements means the consolidated financial statements of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group prepared by the Trustees in accordance with clause 10.1;

Contemporary Claims means all claims not included within the definition of the Historical Claims and/or Takutai Moana Claims (as applicable) and not included in any Agreement in Principle, Deed of Settlement or Settlement Act;

Cultural Assets means those assets listed in the Tenth Schedule as amended from time to time in accordance with Clause 23.

Cultural Redress Properties means all properties specified as Cultural Redress in the Deed of Settlement.

Customary rights means rights according to Ngāti Kahungunu tikanga (customary values and practices) including -

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

Deed of Settlement means the deed between Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua and the Crown recording the settlement of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Historical Claims and includes any amendment to this;

Deputy Chairperson means the deputy chairperson from time to time elected in accordance of rule 5.1 of the Fifth Schedule;

Descend means to descend from another person by -

- (a) birth; or
- (b) legal adoption; or

- (c) Māori customary adoption in accordance with Ngāti Kahungunu tikanga (customary values and practices);

Election Year means the Income Year commencing in the Income Year in which the Initial Trustees are elected and each third Income Year thereafter;

Establishment Period means the period of appointment of the Establishment Trustees being the period from the date of this Trust Deed until the date on which the Initial Trustees are elected;

Establishment Trustees means the caretaker Trustees during the Establishment period identified in clause 3.2;

Five Year Strategic Plan means, as the context requires, the five year strategic plan of:

- (a) Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust prepared in accordance with clause 9.1; or
- (b) Any Subsidiary prepared in accordance with clause 11.1.

Hapū Karanga Whakapapa Committee means the committees that shall be established in accordance with rule 4.3 of the First Schedule;

Historical Claims has the same meaning given to Historical Claims in the Deed of Settlement and Settlement Act;

Income Year means any year or accounting period ending on the Balance Date;

Initial Trustees means the first Trustees elected in accordance with the Second Schedule;

Iwi Development Activities means any activity carried out in pursuit of the Trust Purposes which has as its principal objective of the cultural and social development of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua now and in the future;

Iwi Development Subsidiary means any subsidiary established to carry out Iwi Development Activities with rule 1.4 of the Seventh Schedule;

Major Transaction in relation to any transaction of a member of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group means:

- (a) The acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than twenty five percent (25%) of the value of all of the assets of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group before the acquisition; or
- (b) The disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than

twenty five percent (25%) of the value of all of the assets of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group before disposition; or

- (c) A transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than twenty five percent (25%) of the value of all of the assets of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group before the transaction

But does not include:

- (d) Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Assets of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group (whether the Assets are held by the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any Subsidiary); or
- (e) Any acquisition or disposition of Property by that member from or to any other wholly owned member of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group or any other Member of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group controlled directly or indirectly by any other Member of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group ; and

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than twenty five percent (25%) of the value of Assets of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group for the purpose of securing the repayment of money or the performance of an obligation;

Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua means an individual referred to in paragraph (a) of the definition of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua means

- (a) the collective group composed of individuals who descend from one or more of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua tīpuna (ancestor); and
- (b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in the table below.

Ngāti Hakeke	Ngāti Ngapuoterangi	Te Hika o Pāpāuma
Ngāti Hāmua	Ngāti Pakapaka	Ngāti Te Hina / Te Hina Ariki
Ngāi Hangarakau / Ngāti / Ngāi Te Hangarakau	Ngāti Pakuahi	Ngāti Te Kai
Ngāti Hikarahui	Ngāti Pakuia	Ngāti Te Kawekairangi

Ngāti Hikarara	Ngāti Parakiore	Ngāti Te Koro o Ngā Whenua
Ngāti Hikawera	Ngāti Parera	Ngāti Te Korou
Ngāti Hinekorako	Ngāti Pa te Ika	Ngāti Te Noti
Ngāti Hinemau	Ngāti Pohatu	Ngāti Te Opekai
Ngāti Hinepare	Ngāti Pohoi	Ngāti Te Raetea
Ngāti Hineraumoa	Ngāti Puha	Ngāti Te Rangikoianake
Ngāti Hinetaurira	Ngāti Punarewa	Ngāi / Ngāti Te Rangitawhanga
Ngāti Hinetearorangi	Ngāti Rakaipaaka	Ngāi Te Rautangata
Ngāti Hinewaka	Ngāti Rakairangi	Ngāi Te Rehunga
Ngāti Hopara	Ngāti / Ngāi Rakaiwhakairi	Ngāti Te Tohinga
Ngāti Ihaka Rautahi	Ngāti Rangaranga	Ngāti Te Tomo
Ngāti Ira	Ngāti Rangitataia	Ngāti Te Whātui
Ngāti Kahukuraawhitia	Ngāti Rangitehewa	Ngāti Te Whuinga
Ngāti Kahukuranui	Ngāti Rangitotohu	Ngāti Tu
Ngāti Kaihuitu	Ngāti Rangiwakaewa	Ngāti Tuhakeke
Ngāti Kaiparuparu	Ngāti Rongomaiaia	Ngāi Tukaihora
Ngāti Kakawa	Ngāti Rua	Ngāti Tukoko
Ngāti Kaihi	Ngāti Ruawahine	Tu mai te uru
Ngāti Kaumoana	Ngāti Tahitokuru	Ngāti Tumanawa
Ngāti Kaingaahi	Ngāi Tahu/Tahu Makakanui	Ngāi Tūmapūhia-āRangi
Ngāti Kere	Ngāti Tamahau	Ngāi Tuohungia
Ngāti Kirikohatu	Ngāti Tamanuhiri	Ngāti Turanga
Ngāti Koura	Ngāi Taneroa / Taneroroa	Ngāti Tutawake
Ngāti Maahu	Ngāti Tangatakau	Ngāi Tutemiha
Ngāti Mariunga	Ngāti Tapatu	Ngāti Tutohengarangi
Ngāti Maru	Ngāti Tauiao	Ngāti Upokoiri
Ngāti Mātangiuru	Ngāti Te Ahuahu	Ngāti Whaiwhaiti
Ngāti Matehau	Ngāi Te Ao	Ngāti Waipuhoro
Mere Te Huinga	Ngāti Te Aokino	Ngāti Whakamana
Ngāti Meroiti	Ngāti Te Aomatarahi	Ngāti Whaitongarerewa
Ngāti Moe	Ngāi / Ngāti Te Aomataura	Ngāti Whātuiāpiti
Ngāti Muretu	Ngāti Te Atawhā	Ngāti Wheke
Ngāti Mutuahi	Ngāti Te Hau	

(c) every individual referred to in paragraph (a);

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Area of Interest means the area identified and defined in the map in the Eleventh Schedule;

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group means Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust and any

Subsidiaries;

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Historical Claims means Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua under the Treaty of Waitangi, as defined in the Deed of Settlement;

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register means the register of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua that is to be maintained by the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust in accordance with the First Schedule;

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua tipuna (ancestor) means an individual who:

- (a) exercised customary rights by virtue of being descended from:
 - (i) the tipuna (ancestor) Kahungunu; or
 - (ii) a recognised tipuna (ancestor) of any of the groups listed in paragraph (b) of the definition of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua; and
- (b) exercised the customary rights in (a) predominantly in relation to the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Area of Interest after 6 February 1840.

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust means the Trust established by the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust Deed dated 17 October 2011.

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or Trust means the Trust established by this Trust Deed;

Property means all property (whether real or personal) and includes choses in action, rights, interests and money, and for the avoidance of doubt, includes all property received pursuant to the Deed of Settlement and Settlement Act, and all assets transferred that previously belonged to the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust;

Provisional Vote means a vote cast pursuant to rule 11.5 of the Second Schedule or rule 9.3 of the Eighth Schedule as the case may be;

Related Person means a person specified in paragraphs (i) to (iv) of section CW42(5)(b) of the Income Tax Act 2007, the person specified being:

- (a) a settlor or trustee of the trust by which the business is carried on; or
- (b) a shareholder or director of the company by which the business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of the company by

which the business is carried on; or

- (d) a person associated (as that term is defined in sections YB1 to YB12 and YB14 to YB16 of the Income Tax Act 2007) with a settlor, trustee, shareholder or director referred to in any of paragraphs (a), (b) or (c) of this definition;

Settlement Act means the Act that settles the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Historical Claims, when it comes into force, as amended from time to time;

Settlement Date has the meaning given to it in the Settlement Act;

Settlement Instruments means any Overlay, Protocol, Statutory Acknowledgement, Deed of Recognition, Right of Deferred Selection, Right of First Refusal or other redress mechanism included in any Deed of Settlement and/or Settlement Act;

Special Resolution means a resolution that requires the approval of not less than 75% of the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who validly cast a vote in accordance with the process set out in the Fourth Schedule;

Statements of Intent means the statements of intent prepared by Subsidiaries in accordance with clause 11.1;

Subsidiaries means any entity that is:

- (a) wholly owned; or
- (b) controlled directly,

by Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, and includes any entity that is a subsidiary of an entity that is a Subsidiary of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust;

Subsidiary Board Member means a director, trustee or member appointed to the board of a Subsidiary;

Takutai Moana Claims means every claim, application or matter (whether or not a claim or application has arisen or been considered, researched, filed, notified or been heard) that Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua (or a representative entity of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua) has under the Marine and Coastal Area (Takutai Moana) Act 2011 or replacement legislation.

Tamaki nui-ā-Rua Hapū Karanga means the Hapū Karanga in rule 2 of the Ninth Schedule;

Trust Deed means this Trust Deed and includes the recitals and the schedules to this Trust Deed and any amendments made to this Trust Deed in accordance with clause 22;

Trustees means the trustees appointed from time to time in accordance with clause 3 and the Second Schedule to represent Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua and to act as the trustees for the time being of the Trust and “**Trustee**” shall mean any one (1) of those persons;

Trust Assets means all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act and any money, investments or other Property paid or given to or acquired or agreed to be acquired by the Trustees;

Trust Purposes means the objects and purposes set out in clause 2.5;

Trust Whakapapa Committee means the committee that shall be appointed in accordance with rule 4.1 of the First Schedule;

Wairarapa Hapū Karanga means the Hapū Karanga listed in rule 1 of the Ninth Schedule;

Working Day means a day of the week other than—

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day;
- (b) a day in the period commencing with 25 December in a year and ending with 2 January in the following year;
- (c) if 1 January falls on a Friday, the following Monday; and if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday.

1.2. Interpretation

In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other 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, recital or a schedule shall be to a clause, recital or a schedule to this Trust Deed;
- (f) the schedules to this Trust Deed shall form part of this Trust Deed;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed;
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993.

2. ESTABLISHMENT, PURPOSE AND PRINCIPLES OF NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI NUI-Ā-RUA SETTLEMENT TRUST

2.1. Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust Established

The trust established by this Trust Deed is to be known as the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust. The Trustees acknowledge that they hold the Trust Assets upon trust and with the powers set out in this Trust Deed. The name of the Trust is Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust.

2.2. Trust fund

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

2.3. Trust governance

The Trustees shall govern and administer the Trust in accordance with this Deed.

2.4. Powers of Trustees

Subject to this Deed the Trustees shall be capable of holding real and personal property, of suing and being sued, and shall have all of the rights, powers and privileges of a natural person with the intention that they shall in their capacity as Trustees, have the fullest powers necessary to do all such things they consider necessary or desirable in their sole discretion to perform or otherwise carry out the Trust Purposes.

2.5. Objects and Purposes of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust

The purpose of the Trust is to receive, administer, manage, protect and govern the Trust Assets on trust for and on behalf of and for the benefit of the present and future Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua including to:

- (a) Work as a whole to restore, secure, advance, and strengthen the economic, health, social and spiritual well-being of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua whānui;
- (b) Organise, manage, plan, arrange, and oversee the negotiation and pre-settlement processes in relation to Historical Claims, Contemporary Claims and Takutai Moana Claims on behalf of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua claimants, marae, hapū, and whānau;
- (c) Facilitate and coordinate the settlement of the Historical Claims, Contemporary Claims and Takutai Moana Claims and to build a

relationship between the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua claimants and the Crown based on Tiriti o Waitangi to ensure that the Tino Rangatiratanga of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua claimants are implemented in the settlement, and otherwise preserved and enhanced;

- (d) Collect and hold all information received from the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua claimants relating to their specific claims, treat any information received with the care and respect required by the provider of that information and facilitate, promote and encourage further research into the claims;
- (e) Represent and promote the specific interests of all Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua claimants during negotiation of a settlement of the Historical Claims, Contemporary Claims and Takutai Moana Claims and in the implementation and management of the settlement;
- (f) Undertake any other steps necessary to effect the best collective outcome for the settlement of Historical Claims, Contemporary Claims and Takutai Moana Claims including court proceedings and/or a remedies application to the Waitangi Tribunal;
- (g) Receive the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Redress referred to in the Deed of Settlement and the Settlement Act;
- (h) Administer the implementation and ongoing operation of any Settlement Instruments established by any Deed of Settlement and enforce the rights and obligations contained therein on behalf of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua; and
- (i) Promote a correct understanding of the history of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;
- (j) Restore to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua ownership and control of their ancestral lands, resources and taonga tuku iho;
- (k) to develop practical ways of reconnecting Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua with their lands, including lands returned in settlement;
- (l) to assist Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua to reconnect with and develop existing land owned by Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua in the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Area of Interest;
- (m) Establish an economic base for the whānau and hapū of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;
- (n) Uphold the tikanga of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua at all times to achieve the best possible standards of stewardship and business practice;

- (o) Promote the education, health, employment and commercial opportunities of the people of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua; and
- (p) Promote the Te Reo of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;
- (q) Any other purpose that is beneficial to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

2.6. Principles

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust shall, in giving effect to the purposes in clause 2.5, be guided by the following principles:

- (a) The mana and identity of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua must be upheld;
- (b) The tikanga, kawa, culture and Te Reo of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua must be promoted and protected; and
- (c) The role of Kaumātua in upholding the mana of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua must be recognised.

2.7. Rights of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua

Subject to the terms of this Trust Deed:

- (a) Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua shall have the right to, among other things, attend Annual and Special General Meetings, in accordance with clause 14.13
- (b) Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua shall have the right to, amongst other things:
 - (i) Put forward proposals for amendments to the Trust Deed for the consideration of the Trustees, in accordance with clause 22.5;
 - (ii) Vote in Trustee elections, in accordance with the Second Schedule;
 - (iii) Be nominated for election and hold office as a Trustee subject to he or she being eligible under rule 3 of the Second Schedule; and
 - (iv) Vote on ordinary and Special Resolutions of Members in accordance with the Eighth Schedule.

2.8. Restriction on Major Transactions

Notwithstanding clause 2.4, the Trustees must not enter into a Major Transaction; and must ensure that Subsidiaries are established on terms which provide that such Subsidiaries must not enter into a Major Transaction; unless notice is given to the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua in accordance with rule 6 of the

Eighth Schedule, and that Major Transaction:

- (a) Is approved by way of Special Resolution of Members; or
- (b) Is contingent upon approval by way of Special Resolution of Members.

2.9. Restriction on Transactions affecting Cultural Assets

Notwithstanding clause 2.4 the Trustees must not enter into any transaction relating to or affecting, or which may relate to or affect, the ownership of the Cultural Assets including, but not limited to, the disposition of, or agreement to dispose of, the Cultural Assets and any option, security, mortgage or guarantee that could result in the sale of the Cultural Assets; and must ensure that Subsidiaries established for cultural purposes are established on terms which provide that such Subsidiaries must not enter into such a transaction; unless notice is given to the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua in accordance with rule 6 of the Eighth Schedule, and that transaction:

- (a) Is approved by way of Special Resolution of Members; or
- (b) Is contingent upon approval by way of Special Resolution of Members.

2.10. Transfer of Mandate to negotiate the settlement of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Historical Claims

The mandate to negotiate the settlement of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Historical Claims with the Crown will transfer from the Trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust to the Trustees on the date of establishment of this Trust. From the date of establishment of this Trust the Trustees shall be bound by the terms of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Deed of Mandate.

3. ELECTION, POWERS AND MEETINGS OF TRUSTEE AND TRUSTEES

3.1. Trustees

The Trustees from time to time shall be appointed to office in accordance with the Second Schedule.

3.2. Establishment Trustees

Pending election and appointment of Trustees in accordance with the Second Schedule the Establishment Trustees shall be:

- (a) Ākura: Connie Oneroa;
- (b) Hurunui-o-Rangi Marae: Paul Jason Devonshire;
- (c) Ngāi Tumapūhia-a-Rangi: Ian Noel Perry;
- (d) Ngāti Hinewaka: Haami Te Whaiti;
- (e) Pāpāwai Marae: Marama Amiria Tuuta;

- (f) Tamaki nui-ā-Rua: Hayden Charles Kani Hape, Bryan Pikitiakaweā Te Huki, Rangimaria Sylvia Gabriella Taite and Paul Graham Te Huki;
- (g) Te Hika o Pāpāuma: Robin Te Huna Potangaroa;
- (h) Te Oreore Marae: Rex Murray Allan Hemi; and
- (i) Wairarapa Moana: William David Workman.

3.3. Powers and Duties of Trustees

The Trustees shall have all the powers and duties set out in the Fourth Schedule.

3.4. Proceedings of Trustees

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

4. CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES

4.1. Trustees to appoint Chief Executive

The Trustees may (on such terms as the Trustees determine) appoint a Chief Executive Officer to manage the day to day administration of the Trust. The Chief Executive Officer shall have such duties and responsibilities as provided in the Sixth Schedule, including the employment of other employees of the Trust.

4.2. Trustee Role

A Trustee may not hold the position of Chief Executive Officer nor be an employee of any entity or trust in the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group.

5. NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI NUI-Ā-RUA SETTLEMENT TRUST TO ESTABLISH SUBSIDIARIES

The Trustees shall establish and oversee Subsidiaries to carry out Commercial Activities and Iwi Development Activities in accordance with the Seventh Schedule. For the avoidance of doubt, any actions of the Trustees affecting or relating to a Subsidiary or Subsidiaries that has charitable status must not be inconsistent with the maintenance of the charitable status of that Subsidiary or Subsidiaries.

6. APPLICATION OF INCOME

6.1. Commercial Subsidiaries to remit funds to the Trustees

The Trustees shall ensure that any Commercial Subsidiary is established on terms which require the Subsidiary in each Income Year to remit to the Trustees so much of the income they derive on behalf of the Trustees as is determined by the Trustees having regard to:

- (a) The objectives and purposes of that Subsidiary and the desirability of

retaining and reinvesting income to meet those objectives and purposes;

- (b) The projected operating requirements of that Subsidiary and any subsidiaries as set out in their plans; and
- (c) The responsibilities and duties of the directors or Trustees of that Subsidiary under the Companies Act 1993 or otherwise under the law.

6.2. Payments to Iwi Development Subsidiaries

The Trustees shall:

- (a) in each Income Year pay such portion of the Trust income as the Trustees may determine to any Iwi Development Subsidiary; and
- (b) ensure that the constitutional documents of all Commercial Subsidiaries contain provisions that the trustees or directors of that Subsidiary will follow any direction given by the Trustees that any Commercial Subsidiary pay such portion of its income as the Trustees may determine to any Iwi Development Subsidiary

6.3. Trustees may apply income as they see fit

Except as required by clause 6.2, and subject to any other requirements in this Deed, the Trustees may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted by its Commercial Subsidiaries) in any Income Year as the Trustees in their sole discretion think fit for or towards the Trust Purposes. For the avoidance of doubt, the Trustees may make distributions to any of the Subsidiaries that have the same purposes, or some of the same purposes, as the Trust.

6.4. Payments out of income

The Trustees may in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of such income such amounts as the Trustees in their discretion from time to time think fit, including:

- (a) As a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose;
- (b) As a reserve to meet fluctuations of income in future years and other contingencies; or
- (c) As a reserve for future investments or acquisitions.

6.5. Matters to consider in applying income

In making any decision as to the application of income in any Income Year, the Trustees shall, in exercising their 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 Assets;

- (b) Endeavour to act fairly in considering the present and future needs and interests of all members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua wherever they may be.

7. MARAE RESTORATION, MAINTENANCE & DEVELOPMENT FUND

7.1. Creation of Marae Restoration, Maintenance & Development Fund

The Trustees shall ensure that a Marae Restoration, Maintenance & Development Fund is established within one year from the Settlement Date.

7.2. Purpose of Marae Restoration, Maintenance & Development Fund

The purpose of the Marae Restoration, Maintenance & Development Fund shall be to ensure that sufficient resources are made available for the restoration, maintenance and development of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Marae. This shall include both the utilisation of such Trust Assets as may be determined by the Trustees from time to time and any resources that can be obtained from other sources including but not limited to Crown agencies and other Ngāti Kahungunu entities.

7.3. Administration of Marae Restoration, Maintenance & Development Fund

The Trustees shall engage the Iwi Development Subsidiaries to administer the Marae Restoration, Maintenance & Development Fund.

8. RECONNECTION OF NGATI KAHUNGUNU KI WAIRARAPA TAMAKI NUI-Ā-RUA TO THEIR LANDS

8.1. Development of means to reconnect Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua with their lands

To give effect to the object and purpose of reconnecting Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua with their lands under clause 2.5(k) and (l), the Trustees shall:

- (a) following consultation with those Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua with particular interests in the lands under consideration, identify and appoint kaitiaki to manage and care for lands returned in settlement or otherwise acquired by the Trustees; and
- (b) work with kaitiaki appointed under clause (a), and, upon receiving the request of the owners, the owners of existing Māori land (including marae), to find and develop practical, affordable and sustainable ways to reconnect Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua with their lands, including investigating and developing criteria for and/or developing means to achieve:
 - (i) papakainga housing sites in appropriate locations;
 - (ii) affordable finance for housing;

- (iii) commercial ventures on lands;
- (iv) protection and security for important sites (for example fencing, security);
- (v) site maintenance (including landscaping, tree removal, further planting where necessary and modification of access ways);
- (vi) facilitating interaction with adjacent landowners;
- (vii) future commercial development and employment opportunities in relation to developments; and
- (viii) ensure that no lands received in settlement are developed or disposed of without first consulting and taking particular account of the views of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua with particular interests in the lands under consideration.

8.2. Definition of “particular interests in the lands under consideration”

Whether a Member or Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua has or have particular interests in the lands under consideration will be determined by the Trustees following consultation with Kaumātua. In making their decision the Trustees will take into account:

- (a) Any material presented regarding the connection of the Member or Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua and/or the connection of their tupuna to the land prior to alienation; and
- (b) Any recommendations made by Kaumātua.

8.3. Terms of Appointment of Kaitiaki

The appointment of a kaitiaki shall be on such terms as the Trustees and kaitiaki agree but must be in writing and include:

- (a) The duration of the appointment;
- (b) A description of the land over which the kaitiaki has been appointed;
- (c) The scope of powers, duties and activities to be undertaken by the kaitiaki;
- (d) The extent of any reporting obligations on the kaitiaki;
- (e) The process for reaching agreement on additional programmes to be undertaken with regard to the land; and
- (f) Any resources to be provided to the kaitiaki.

9. PLANS

9.1. Trustee to prepare Five year strategic plan

After the Establishment Period, the Trustees shall produce as soon as practicable, and update not less than every year prior to the Annual General Meeting, a Five Year Strategic Plan. Such a plan shall set out the medium

term vision of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust in respect of the matters referred to in clause 9.2 and shall include a statement by the Trustee of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Assets.

9.2. Trustees to prepare annual plan

The Trustees shall prepare no later than one month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year the following information:

- (a) the objectives of the annual plan;
- (b) the strategic vision of the Trustees for the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group;
- (c) the nature and scope of the activities proposed by the Trustees for the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group in the performance of the Trust purposes;
- (d) the ratio of capital to total assets;
- (e) the performance targets and measurements by which performance of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group may be judged;
- (f) the manner in which it is proposed that projected income will be dealt with;
- (g) any proposals for Iwi Development Activities; and
- (h) any proposals for the ongoing management of the Trust Assets having regard to the interests of all Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

9.3. Initial Annual Plan

The Trustees shall produce an initial annual plan containing the information specified in clause 9.2 as soon as practicable after the Establishment Period.

10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

10.1. Preparation of annual report

The Trustees must, within four months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group covering the accounting period ending at the end of that Income Year which includes:

- (a) Information on the steps taken to increase the number of registered members;
- (b) A comparison of its performance against the objectives set out in the Annual Plan, including –
 - (i) Changes in shareholder or member value; and

- (ii) Dividend performance or profit distribution;
- (c) Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group for that Income Year. The financial statements shall include as a separate item details of any remuneration or fees paid to any Trustee (including without limitation any such payment to any Trustee as a Subsidiary Board Member).

10.2. Audit of financial statements

The Trustees must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the date for giving notice of the Annual General Meeting of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust for the Income Year immediately following the Income Year to which the financial statements relate.

10.3. Appointment of auditor

The auditor shall be appointed by the Trustees prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee, Director or employee of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group (including any firm of which such a person is a member or employee) may be appointed as the auditor.

11. PLANS AND REPORTS OF SUBSIDIARIES

11.1. Subsidiaries to prepare Plans and Statements of Intent

The Trustees shall procure that each Subsidiary:

- (a) Maintains a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) Updates the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries as required by the Trustees;
- (c) Prepares and maintains a Five Year Strategic Plan, which shall be updated not less than once a year, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause; and
- (d) Prepares an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its Five year planning objectives and fulfil the objectives and principles of the Statement of Intent.

11.2. Trustees approval required

Prior to being implemented all Statements of Intent, Five Year Strategic Plans and Annual Plans must be approved by the Trustees.

11.3. Reports by Subsidiaries

The Trustees shall procure that Subsidiaries provide reports to the Trustees on their operations and financial position within two calendar months after the completion of the first, second and third quarter of each Income Year together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time). Annual Reports by the Subsidiaries shall include a comparison of their performance against both their respective Annual Plans for that Income Year and any medium and longer term planning objectives (as set out in the Five Year Strategic Plans and Statement of Intent).

11.4. Reports by Subsidiary companies comply with Companies Act 1993

The Trustees shall procure that all annual reports by any Subsidiary companies shall comply in all respects with the requirements of the Companies Act 1993.

11.5. Letter of Expectation

The Trustees shall send an annual Letter of Expectation to each subsidiary including any expectations in relation to the threshold, process and extent of consultation to be undertaken by that subsidiary in relation to any proposed activities.

11.6. Limitation of Information in accordance with Companies Act 1993

For the avoidance of doubt, nothing in this clause 11 limits or affects the rights of the Trustees, as shareholders in any Subsidiary companies, to agree pursuant to section 211(3) of the Companies Act 1993 not to include the information listed in paragraphs (a), and (e) to (j) of subsection (1) of section 211(3) in the annual report of those companies.

12. DISCLOSURE OF PLANS, REPORTS AND MINUTES

The Trustees shall hold at the offices of the Trust and make available for inspection by any Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua during normal business hours and may make available digitally through the Trust's website or otherwise:

- (a) the Annual Report for each of the preceding three Income Years;
- (b) the Consolidated Financial Statements for the preceding three Income Years;
- (c) the Annual Plan;
- (d) the Five Year Strategic Plan;
- (e) this Trust Deed and any constitutional documents of Subsidiaries;

- (f) the Statements of Intent; and
- (g) the minute book kept in accordance with clause 14.17 of all decisions taken and business transacted at every Annual General Meeting and Special General Meeting.

Any Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua shall be entitled to obtain copies of this information, in writing, on request. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

13. NO DISCLOSURE OF SENSITIVE INFORMATION

For the avoidance of doubt, but subject to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust's reporting obligations in this Trust Deed the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust and Subsidiaries which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

14. GENERAL MEETINGS

14.1. Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust to hold Annual General Meeting

The Trustees shall, no later than six calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last Annual General Meeting of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, hold a general meeting of the Trust for the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua, to be called its Annual General Meeting, and shall at that meeting:

- (a) report on the operations of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the Annual Plan;
- (d) where a five year plan has been prepared or updated in accordance with clause 9.1 present the Five Year Strategic Plan of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust;
- (e) seek an ordinary resolution of the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua authorising the appointment of the auditor for the then current Income Year;
- (f) seek an ordinary resolution of the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua approving the Trustees' remuneration;
- (g) undertake all other notified business; and
- (h) at the discretion of the Chairperson, hear any other general business raised at that meeting.

14.2. Annual Report to be made available prior to the annual general meeting

The Annual Report must be made available not less than 20 Working Days before the date of the Annual General Meeting.

14.3. Approval of Trustees' remuneration

- (a) No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua present at the Annual General Meeting except in the case of the Establishment Trustees whose remuneration shall be based on professional advice.
- (b) This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director or trustee of a Subsidiary, or any other member of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Development Group. That remuneration shall be determined by the Trustees who are not interested.

14.4. Notice of general meeting

The Trustees shall give not less than 20 Working Days' notice of the holding of the Annual General Meeting, such notice to be given to all Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua at the last postal address, digital or other contact detail provided for each such Adult Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register. Notice of the meeting shall also be shown prominently on the website of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust and inserted prominently in appropriate newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua reside. All such notices shall contain:

- (c) the date, time and place of the meeting;
- (d) an agenda of matters to be discussed at the meeting, which shall include any matters to be voted on or resolved; and
- (e) details of where copies of any information to be laid before the meeting may be inspected, including the Annual Report of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust.

14.5. Notice of special meetings

In addition to the Annual General Meeting of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, the Trustees shall convene a Special General Meeting of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust on the request of:

- (a) the Chairperson for the time being of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust;
- (b) 50% of the Trustees; or

- (c) Five percent (5%) of Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

Notice of such a meeting shall be given in the same manner as for a notice of the Annual General Meeting and those requesting the meeting shall be required to provide a statement to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust setting out the purposes for which the meeting has been requested and the specific agenda items proposed for such a meeting. Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

14.6. Annual General Meeting not limited to notified business

At the discretion of the Chairperson, any general business raised at the designated time for general business at any Annual General Meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting. For the avoidance of doubt, no resolution may be voted on at any Annual General Meeting unless appropriate notice has been given in accordance with clause 14.4.

14.7. Special Meeting limited to notified business

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

14.8. Invalidation

The accidental omission to give notice to, or a failure to receive notice by, an Adult Registered Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua, of an Annual or Special General Meeting does not invalidate the proceedings at that meeting.

14.9. Deficiency of notice

Subject to clause 14.7, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if:

- (a) the deficiency or irregularity is not material; and
- (b) the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who attend the meeting agree to waive the deficiency or irregularity.

14.10. Quorum for General Meeting

The quorum required for any Annual or Special General Meeting of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust shall be 50 Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua present in person including amongst those Adult Registered Members a majority of the Trustees.

14.11. Vote at Special General Meeting

Voting on a Special Resolution shall be carried out in accordance with this

clause and the process in the Fifth Schedule. Notwithstanding clause 14.14 Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust must comply with any Special Resolution passed in accordance with the Eighth Schedule.

14.12. Chairing of meetings

The Chairperson for the time being of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust will be the Chairperson of any Annual or Special General Meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one of their number to substitute as the Chairperson for that meeting.

14.13. Attendance

All Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua are entitled to attend any Annual or Special General Meeting of the Trust. Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who are not registered on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register are also entitled to attend any Annual or Special General Meeting. However, such people will not be entitled to take part in any vote at the meeting and will not be counted to determine the quorum. Any other person can attend an Annual or Special General Meeting at the discretion of the trustees.

14.14. Voting at Annual General Meeting

To the extent that a vote is sought or required at any Annual General Meeting:

- (a) Every Adult Registered Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua present shall have one vote.
- (b) Voting may be by voice or on a show of hands.
- (c) The chairperson of the meeting may also demand a poll on a resolution either before or after any vote.

However, except as provided in clauses 14.1(e) and 14.1(f), the Trustees shall not be bound by a resolution passed at any Annual General Meeting, but will only be required to give consideration to any such resolution. The matters which shall be voted on at any Annual General Meeting are those matters which appropriate notice was given in accordance with clause 14.4.

14.15. Adjourned meetings

If within one hour of the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting will stand adjourned to be re-convened 14 days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Registered Members of

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua present will constitute a quorum.

14.16. Unruly meetings

If any general meeting becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, 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, be put to the vote by a poll, without further discussion.

14.17. Minutes

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every Annual General Meeting and Special General Meeting.

14.18. Minutes to be evidence of proceedings

Any minute of the proceedings at an Annual General Meeting or a Special General Meeting which is signed by the Chairperson of that meeting shall be evidence of those proceedings.

14.19. Minutes to be evidence of proper conduct

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

15. CONFLICT OF INTERESTS

15.1. Definition of interested Trustee

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

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a Trustee, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any subsidiary of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust;
- (d) 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
- (e) is otherwise directly or indirectly interested in the matter.

15.2. Disclosure of interest to other Trustees

A Trustee must after becoming aware of the fact that he or she is interested in a transaction or proposed transaction of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, disclose to his or her co-Trustees at a meeting of the Trustees:

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

15.3. Disclosure of interest of other Trustees

Where a Trustee is aware of an actual or potential interest of another Trustee then that person has a duty to draw the attention of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust to the interest.

15.4. Dealings with Interested Trustees

An interested Trustee shall not vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter. Any interested Trustee must leave the meeting for the duration of the deliberation and voting on the matter in which that Trustee is interested and the minutes should record the Trustee's absence and return.

15.5. Recording of interest

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust shall establish and maintain an interests register for the purpose of recording details of interested Trustees. Immediately following his or her appointment, each Trustee must enter any interests he or she has or may have into the interests register. The Trustee must also enter into the interests register the details of any interest disclosed to other Trustees in accordance with clause 15.2 or 15.3.

15.6. Exception in relation to Common Interests

Where a Trustee's interest in a matter is solely derived from the fact that they are a member of a Hapū or Whānau and their interest is not different in kind from the interests of other members of that Hapū or Whānau they shall continue to have the right to participate in any deliberation or vote in respect of the matter.

15.7. Deficiency or irregularity in disclosure of interest

A deficiency or irregularity in a disclosure or recording of interest will not necessarily invalidate any decision made involving an interested Trustee.

16. PROHIBITION OF BENEFIT OR ADVANTAGE

No amount derived from the business of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group may be directed or diverted to the benefit or advantage of a Related

Person where that Related Person is able, directly or indirectly, to determine or materially influence either the determination of the nature or extent of the relevant benefit or advantage or the circumstances in which the relevant benefit or advantage is, or is to be, given or received.

17. REMUNERATION AND EXPENSES

17.1. No private pecuniary profit

No person may make a private pecuniary profit from Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any of the Trust Assets.

17.2. Trustee Remuneration and Expenses

Notwithstanding clause 17.1, each Trustee shall be entitled:

- (a) in each Income Year, to remuneration for his or her services as a Trustee as may be reasonable having regard to his or her duties and responsibilities so long as that remuneration has been properly authorised pursuant to clause 14.3;
- (b) to be reimbursed for fair and reasonable expenditure incurred by him or her on behalf of the Trust or any member of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group, subject in every case to approval by the Trustees;
- (c) if any Trustee is engaged in a profession or business, to charge fees for work done by that Trustee or that Trustee's firm (whether or not the work is of a professional or business nature) on the same basis as if that Trustee was not one of the Trustees but contracted to carry out the work on their behalf.

18. LIABILITY OF TRUSTEES

A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows or should have known to be a breach of this Trust Deed. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

19. INDEMNITY AND INSURANCE

19.1. Indemnity and insurance for Trustee, Officers and Employees

Without limiting clause 19.2 or clause 19.3, any Trustee, officer or employee of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any Subsidiary may be indemnified or have their insurance costs met out of the Trust Assets against any costs which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any Subsidiary, provided he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua with the object of fulfilling the Trust Purposes.

19.2. Indemnity and insurance costs to be just and equitable

All indemnities and insurance costs may only be provided to the extent that the Trustees in their discretion think just and equitable having regard to prevailing market rates for such costs in organisations of a similar nature, asset base and risk profile to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or relevant Subsidiary.

19.3. Indemnity and insurance re specific trusts

If any assets are held by Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust on any separate specific trust, then any Trustee, officer or employee of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust may in respect of proceedings brought in relation to that separate specific trust only be indemnified or have their insurance costs met out of those assets.

19.4. Record of decisions

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable. Any failure to record a decision to give or approve indemnities or meet or approve any insurance costs in accordance with this clause shall not invalidate such a decision.

20. NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI NUI-Ā-RUA SETTLEMENT TRUST NOT TO BE BROUGHT INTO DISREPUTE

20.1. Trustees not to bring into disrepute

No Trustee shall act in a manner which brings or is likely to bring Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any Subsidiary into disrepute.

20.2. Subsidiary Board Members not to bring into disrepute

The Trustees shall also ensure that Subsidiaries are established on terms which provide that the directors or trustees of any such Subsidiary are not to act in a manner which brings or is likely to bring Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any Subsidiary into disrepute.

20.3. Censure or removal of Trustees

If, having followed the procedure in clause 20.4, the Trustees believe that a Trustee has acted in a manner that brings or is likely to bring into disrepute Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any Subsidiary, the Trustees may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office.

20.4. Procedure where allegation made of bringing into disrepute

If an allegation is made to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust that a Trustee has acted in a manner which brings or is likely to bring Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust or any Subsidiary into disrepute, the Trustees must implement the following procedure:

- (d) A written notice of the allegation shall be served by Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust on the Trustee;
- (e) The Trustee shall have 20 Working Days to respond to the allegation and the response shall be in writing and delivered to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust;
- (f) If no response is received, the Trustees may exercise the rights of censure or removal in clause 20.3;
- (g) If the Trustees are not satisfied with the responses received from the Trustee and/or the Hapū Karanga and wish to consider exercising the rights of censure or removal in clause 20.3, they must first take reasonable steps to resolve the matter with the Trustee concerned by mediation or other alternative dispute resolution procedure acceptable to the Trustees and the Trustee concerned (both acting reasonably);
- (h) If the mediation or alternative dispute resolution procedure has not resolved the matter to the satisfaction of the Trustees and the Trustee concerned within 40 Working Days of the notice of the allegation being given to the Trustee, the Trustees may exercise the rights of censure or removal in clause 20.3.

20.5. Censure or removal to be notified

The censure or removal of a Trustee in accordance with this clause shall, together with reasons, be immediately notified in writing. The censure or removal shall also be reported to the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua at the next Annual General Meeting of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust following such censure or removal.

20.6. Effect of Removal

A Trustee removed from office in accordance with in clause 20.3 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 three years following his or her removal.

20.7. Replacement of Removed Trustee

The removal of a Trustee in accordance with in clause 20.3 shall give rise to a casual vacancy which shall be filled in accordance with rule 4.5, 4.6 or 4.8 of the Second Schedule (as appropriate).

21. REVIEW OF TRUST DEED

After five years from the date of the election of the Initial Trustees, the Trustees shall undertake a review of this Trust Deed and its operation with a view to reporting to the next Annual General Meeting of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust after the completion of the review on the effectiveness of the arrangements set out in this Trust Deed. Such report shall include recommendations as to the alterations (if any) that should be made to this Trust Deed.

22. AMENDMENTS TO TRUST DEED

22.1. Special Resolution required

Subject to clauses 22.2 22.3 and 23 all amendments to the Trust Deed shall only be made with the approval of a Special Resolution passed in accordance with the Eighth Schedule.

22.2. Amendments due to mistake or change in legislation

Notwithstanding clause 22.1, any amendment to this Trust Deed may be made without a Special Resolution provided the amendment is made to:

- (a) Correct a minor mistake in the Trust Deed, provided the correction will not materially change the effect of the relevant provision or provisions of the Trust Deed; or
- (b) Give effect to an amendment made to legislation referred to in this Trust Deed, provided the amendment will not materially change the effect of the relevant provision or provisions of the Trust Deed.

22.3. Mandatory Amendments to Definitions

The Trustees must from time to time sign a deed of amendment amending the definitions of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua, Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Tipuna (Ancestor), Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Area of Interest and Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Historical Claims to ensure that they are the same as the definitions in the latest of the following:

- (a) any Deed of Settlement;
- (b) any Settlement Act.

22.4. Limitations on Amendment

Subject to clauses 22.2 and 22.3 no amendment shall be made to the Trust Deed which:

- (a) changes the overall purpose of the Trust from to receive, administer, manage, protect and govern the Trust Assets on trust for and on behalf of and for the benefit of the present and future Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;
- (b) changes this clause 22.4;
- (c) changes clause 25;

- (d) changes the requirement for a Special Resolution to amend the Trust Deed in accordance with clause 22.1;
- (e) changes the voting threshold for a Special Resolution;
- (f) changes the beneficiaries of the Trust; or
- (g) changes the definitions of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua, Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Tipuna (Ancestor), Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Area of Interest and Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Historical Claims after the settlement legislation has been passed.

22.5. Consideration of proposals

Every Adult Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua may put forward proposals for amendments to the Trust Deed for consideration by the Trustees. Any proposal put forward under this clause must be in writing and addressed to the Chairperson at the Trust office. Any proposal put forward under this clause must be considered by the Trustees.

23. ADDITION TO AND REMOVAL OF CULTURAL ASSETS IN TENTH SCHEDULE

23.1. Addition of Cultural Assets to the Tenth Schedule

The Trustees may at their discretion decide to add properties to the list of Cultural Assets contained in the Tenth Schedule by executing a deed of amendment of Trust.

23.2. Consideration of proposals

Every Adult Registered Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua may put forward for consideration by the Trustee proposals for properties to be added to the Tenth Schedule. Any proposal put forward under this clause 23.2 must be in writing and addressed to the Chairperson at the registered office of the Trust and must be considered by the Trustee. Where the Trustee agrees with the proposal, the property or properties proposed may be added to the list of Cultural Assets contained in the Tenth Schedule in accordance with clause 23.1. In the event that the Trustees do not agree with the proposal and the threshold set out in clause 14.5 is met, the Trustees will be required to call a Special General Meeting to consider the proposal and the Special Resolution procedure in the Eighth Schedule will apply with any necessary amendments.

23.3. Removal of Cultural Assets from the Tenth Schedule

Where the Trustees propose that land be removed from the list of Cultural Assets contained in the Tenth Schedule, those lands shall only be removed with the approval of a Special Resolution passed in accordance with the Eighth Schedule.

24. RESETTLEMENT

The Trustees have the power to settle or resettle any or all of the Trust Assets upon trust in any manner in which in the opinion of the Trustees is for the advancement and benefit of the present and future Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua, provided that the resettlement is approved by a Special Resolution.

25. WINDING UP

Subject to clause 22.4:

- (a) Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust shall only be wound up or dissolved if the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Trust Purposes.
- (b) On the winding up or dissolution of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, the Trustees must give or transfer all of the Trust Assets after the payment of costs, debts and liabilities to one or more organisations or bodies within New Zealand that has been established for the benefit of the present and future Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua as the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua by Special Resolution shall decide.

26. ARCHIVING OF RECORDS

26.1. Records to be held for seven years

All minutes and other records of any proceedings of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust and any Subsidiaries shall be held by Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust and those Subsidiaries for a period of not less than seven years.

26.2. Records may be retained for longer

Notwithstanding clause 26.1 Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust and any Subsidiaries may hold on to any records for a period exceeding seven years for any reason including where the records form part of the historical record, where the documents may be relevant to an issue in dispute, contain information that is commercially or otherwise sensitive or are still required by the entity to which the records relate.

27. DISPUTE RESOLUTION

27.1. Definition of Disputes

This clause applies to the following disputes:

- (a) Any dispute regarding a decision made by the Trust Whakapapa Committee under rule 4 of the First Schedule to not register a person;
- (b) Any dispute regarding the eligibility of a candidate to stand for election as a Trustee under rule 3.3 of the Second Schedule;

- (c) Any dispute regarding whether a Trustee has ceased to hold office under rule 15 of the Second Schedule; and
- (d) Any other dispute that arises in relation to the interpretation of, or otherwise in relation to, this Deed.

27.2. Notice of Dispute

All disputes referred to the Trustees and falling within the clause 27.1 shall be submitted to the Trustees by notice in writing. Within 10 working days of the date of receipt of the notice The Trustees shall:

- (a) acknowledge receipt in writing; and
- (b) refer the dispute to the Disputes Committee for resolution.

27.3. Refusal to consider certain disputes

In the event that the Disputes Committee determines that any dispute referred to it does not fall within clause 27.1, the Trustees will advise the person or persons who submitted the dispute and no further action will be taken.

27.4. Appointment of Disputes Committee

There shall be a permanent Disputes Committee which shall consist of three Adult Registered Members, all of whom shall be appointed from time to time by the Trustees, and who shall in the view of the Trustees have the necessary collective knowledge of whakapapa, tikanga and korero of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua to deal with such disputes, and such other skills as are required in order to fulfill their obligations under the Deed, provided however that such members shall not also be members of the Whakapapa Committee. The Trustees shall also have the power to either appoint additional temporary members to the Disputes Committee or appoint an ad hoc Disputes Committee to deal with a particular dispute as appropriate based on the nature and circumstances of the dispute.

27.5. Removal of appointees of Disputes Committee

At its discretion, the Trustees may remove appointees to the Disputes Committee and replace those appointees provided that where the Disputes Committee is considering a dispute relating to one or more of the Trustees that Trustee or Trustees may not take part in any decision to remove a member or members of the Disputes Committee. Where it is necessary to replace an appointee to the Disputes Committee the appointment of the replacement shall take place in accordance with clause 27.4.

27.6. Role of Disputes Committee

The role of the Disputes Committee in dealing with the dispute shall be to facilitate the resolution of the dispute however where it is not possible for the dispute to be resolved by agreement between the parties the Disputes Committee shall make findings on the dispute and decide how the dispute will be resolved.

27.7. Deliberations of Disputes Committee

In dealing with any dispute the Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence, including expert evidence, and determine the manner in which a dispute before it should be dealt with.

27.8. Determination

The findings and decisions of the Disputes Committee shall be final and binding on the parties.

27.9. Notification of outcome

The Trustees shall notify all parties to the dispute of the decision of the Disputes Committee, together with any reasons therefore, in writing.

27.10. Disputes Committee may convene hui

In facilitating the resolution of any dispute the Disputes Committee may convene a hui in order to discuss the matters that are in dispute.

27.11. Trust Business to be continued

The Trust business shall be continued except where, determined by a simple majority decision of the Trustees, the outcome or resolution of the dispute is critical to the success of the Trust fulfilling its purpose or achieving its objectives.

28. CUSTODIAN TRUSTEE

The Trustees may at any time by resolution in writing appoint any appropriate entity to be the custodian trustee of the Trust's Assets, or any part of them, upon such terms as the Trustees may decide, or otherwise to act pursuant to the provisions of section 50 of the Trustee Act 1956, and the Trustees may at any time by resolution in writing revoke any such appointment. The Trustees will determine the amount of any fee to be paid to the custodian trustee.

29. PERPETUITIES

Unless stated otherwise in the Settlement Act, the perpetuity period for Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust is the period that commences on the date of this Trust Deed and ends eighty years less one day after the date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust is hereby specified accordingly. However, if the Settlement Act allows, Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust may exist in perpetuity.

**FIRST SCHEDULE - MEMBERSHIP OF NGĀTI KAHUNGUNU KI WAIRARAPA
TAMAKI NUI-Ā-RUA AND NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI
NUI-Ā-RUA REGISTER**

**1. NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI NUI-Ā-RUA SETTLEMENT TRUST
TO KEEP REGISTER**

1.1. Trustees to maintain Register

The Trustees shall continue and maintain, or cause to be continued and maintained, the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register which is a register of the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

1.2. Register to comply with this Schedule

The Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register shall be confirmed and maintained in accordance with the rules and procedures set out in this Schedule.

2. CONTENTS OF REGISTER

2.1. Register to contain Members' details

The Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register shall record the names, dates of birth, and addresses (postal and/or electronic) of the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua and shall specify for voting purposes:

- (a) Whether the member is 18 years of age or over;
- (b) The Hapū Karanga the member is primarily affiliated with for voting purposes;
- (c) The method of notification elected by the member (if one is elected); and
- (d) Include separate registers of electors for each Hapū Karanga.

2.2. Member Registration Number

The Trustee may allocate an identification number to each Adult Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua on the Register. The Trustees will immediately after allocation, notify the relevant Adult Registered Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua of his or her identification number.

3. APPLICATIONS FOR REGISTRATION

3.1. Form of applications

All applications for registration by a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua must be made in writing to the Trustees. The application must contain:

- (a) the full name, date of birth and physical address of the applicant;
- (b) the address (postal, digital or electronic) to which any notice to the applicant should be sent;
- (c) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua including details of the whakapapa (genealogical) connection of the applicant to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua and the Hapū Karanga the applicant wishes to primarily affiliate with for voting purposes; and
- (d) the Hapū Karanga the applicant wishes to primarily affiliate with for voting purposes.

3.2. Applications to be made

An application for registration as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua may be made by:

- (a) Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who are 18 years of age or older, on their own behalf or by their legal guardian;
- (b) other Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who are under the age of 18 years, by their parent or legal guardian on their behalf.

3.3. Existing Members

Nothing in this clause affects the right of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who are registered on the register maintained by the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust to be included on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register without making a further application in accordance with rule 6 of this Schedule provided that if the Trustees have reasonable grounds to doubt whether any such existing member is eligible to register as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua the Trustees must require that person to make an application for registration.

4. DECISIONS AS TO MEMBERSHIP

4.1. Trust Whakapapa Committee to be established

The Trustees shall establish the Trust Whakapapa Committee to make decisions on all applications made pursuant to rule 3 of this Schedule by any person for the recording in the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register of that person's membership of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

4.2. Composition of Whakapapa Committee

The Trust Whakapapa Committee shall comprise three Adult Registered Members, appointed by the Trustee from time to time, with the expertise and

knowledge of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua whakapapa may be appointed to the Whakapapa Committee provided that they may not participate in decision making on membership applications within six months of the date that their term as a Trustee will come to an end.

4.3. Hapū Karanga Whakapapa Committee

The Trustees shall confirm the Hapū Karanga Whakapapa Committees established by each Hapū Karanga for the purposes of consultation on applications for registration with their Hapū Karanga as provided under rule 4.5 of this Schedule. The appointment process for the Whakapapa Committees for each Hapū Karanga will be determined in accordance with their own internal process provided that the members of each Hapū Karanga Whakapapa Committee must have the expertise and knowledge of their Hapū Karanga whakapapa necessary to make recommendations regarding membership applications.

4.4. Consideration of applications

All applications for membership pursuant to rule 3 of this Schedule together with any supporting evidence shall be forwarded by the Trustees to the relevant Hapū Karanga Whakapapa Committee for a recommendation on the application. The Hapū Karanga Whakapapa Committee shall then provide their recommendation to the Trust Whakapapa Committee for consideration provided that if the Hapū Karanga Whakapapa Committee does not provide a recommendation within fourteen days the Trust Whakapapa Committee may proceed to determine the application without a recommendation.

4.5. Decisions to be made on applications

Following receipt of an application for membership in accordance with Rule 3.1 of this Schedule and any recommendation from the relevant Hapū Karanga Committee provided in accordance with Rule 4.4 of this Schedule, the Trust Whakapapa Committee shall consider the application and shall make a decision as to whether or not the applicant should be registered as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

4.6. Successful applications to be notified and registered

In the event that the Trust Whakapapa Committee decides that the application should be accepted then such decision shall be notified in writing to the Trustees, which shall in turn notify the applicant and enter the applicant's name and other relevant details in the appropriate part of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register.

4.7. Notification of unsuccessful applicants

In the event that the Trust Whakapapa Committee decides to decline the

application then such decision shall be conveyed in writing to the Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons for the decision.

4.8. Affiliation with Hapū Karanga

- (a) In the event that the Trust Whakapapa Committee determines that the applicant is entitled to register as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua but is not entitled to affiliate with the Hapū Karanga specified on their application form then such decision shall be notified in writing to the Trustees, which shall in turn notify the applicant. Such notice must also include the Hapū Karanga that the Trust Whakapapa Committee has determined that the applicant is entitled to affiliate with including where the Trust Whakapapa Committee has determined that the applicant is entitled to affiliate with more than one Hapū Karanga.
- (b) Where there is only one Hapū Karanga the Trustees shall enter the applicant's name and other relevant details in the appropriate part of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register.
- (c) Where there is more than one, the Trustees shall ask the applicant to elect which Hapū Karanga they wish to affiliate with and then enter the applicant's name and other relevant details in the appropriate part of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register.

4.9. Unsuccessful applicant may reapply

Any applicant whose application has been declined may:

- (a) at any time seek to have his or her application reconsidered by provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one, any previous application) as to the applicant's status as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua; or
- (b) dispute the basis on which the application was declined in accordance with the process set out in clause 27.

5. MAINTENANCE OF REGISTER

5.1. Trustees to establish policies

The Trustees shall take such steps and institute such policies as are necessary to ensure that the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua including taking steps to ensure that, upon the receipt of appropriate evidence, the names of any deceased Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua are removed from the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register.

5.2. Assistance in identifying membership

In maintaining the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of those Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua that are not for the time being on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register. Such policies shall include policies as to the nature of the assistance that the Trustees will provide to those persons that believe that they are Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua but for whatever reason are not able to establish such membership.

5.3. Responsibility of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua

Notwithstanding rules 5.1 and 5.5 of this Schedule it shall be the responsibility of each person who is a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua (or in the case of those persons under 18 years, the parent or guardian of that person) to ensure that his or her name is included in the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register and that his or her full physical address for the time being is provided and updated.

5.4. Consequences of registration

Registration of any person in the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua shall be conclusive evidence of that person's status as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

5.5. Ongoing efforts to register Members

The Trustees must make ongoing efforts to register all Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

6. NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI NUI-Ā-RUA REGISTER

6.1. Information on Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust Register

The Trustees shall include on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register the full names, dates of birth, physical addresses of every Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua whose name and other details are, immediately before the date the Trust is established, on the Register maintained by the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust provided that if the Trustees have reasonable grounds to doubt whether any person on the register maintained by the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust is eligible to register as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua the Trustees must require that person to make an application for registration.

SECOND SCHEDULE – ELECTION OF TRUSTEES

1. PROCEDURE

1.1. This Schedule to apply

Trustees shall be appointed in accordance with the rules and procedures set out in this Schedule.

1.2. Role of Trustees

Upon appointment each Trustee:

- (a) shall have the same obligations to all Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.
- (b) must represent the interests of all Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua irrespective of hapū affiliations.

1.3. Deficiency of election

Notwithstanding anything contrary in this Trust Deed, no decision of the Trustees shall be invalid by reason only that there was a deficiency in the election or confirmation process as set out in this Schedule.

2. NUMBER OF TRUSTEES

2.1. Trustees

There shall be 12 Trustees appointed on the basis of Hapū Karanga in accordance with this Schedule as follows:

- (a) Ākura – One Trustee;
- (b) Hurunui-o-Rangi Marae – One Trustee;
- (c) Ngāi Tumapūhia-a-Rangi – One Trustee;
- (d) Ngāti Hinewaka – One Trustee;
- (e) Pāpāwai Marae – One Trustee;
- (f) Tamaki nui-ā-Rua – Four Trustees;
- (g) Te Hika o Pāpāuma ki Whakataki Marae – One Trustee;
- (h) Te Oreore Marae – One Trustee; and
- (i) Wairarapa Moana – One Trustee.

3. ELIGIBILITY TO BE A TRUSTEE

3.1. Trustee Eligibility

All Trustees must not:

- (a) be bankrupt, or have within the last five years been adjudged bankrupt;
- (b) have ever been convicted of an offence involving dishonesty as

defined in section 2(1) of the Crimes Act 1961, or an offence 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);

- (c) be or have ever been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
- (d) be or ever have been removed as a trustee of a trust by order of Court on the grounds on breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- (e) be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Representative;
- (f) be subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988;
- (g) have been convicted in the last 10 years of an offence punishable by more than three years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- (h) have been removed from the office of Representative in accordance with clause 20 within the last three years.

3.2. Additional Eligibility Criteria

To be elected as a Trustee, a nominee must be:

- (a) an Adult Registered Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua; and
- (b) recorded in the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register as primarily affiliated with the Hapū Karanga in which they are standing for election.

3.3. Determination of Eligibility

Where any question arises as to the eligibility of a nominee to stand for election:

- (a) Eligibility shall be determined at the closing date for nominations;
- (b) Eligibility will be determined in the first instance by the other Trustees who are not standing for re-election. In the event that a dispute arises that dispute will be determined in accordance with the disputes resolution procedure at clause 27 of the Trust Deed; and
- (c) Where the question arises in relation to eligibility under rule 3.1(e) the determination must be based on the opinion of a medical or mental health professional.

3.4. Trustees not to be employees of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group

A Trustee shall not hold the position of Chief Executive Officer nor shall a Trustee be employed as an employee of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group.

3.5. Trustees may be Subsidiary Board Members

Nothing in this Trust Deed, including without limitation rule 3.4 of this Schedule, prevents a Trustee from holding office as a Subsidiary Board Member.

4. TERM OF OFFICE

4.1. Term of office:

Subject to rules 4.2 and 4.3 of this Schedule the Trustees from time to time shall hold office for a term of three (3) years.

4.2. Retirement Establishment Trustees

The Establishment Trustees shall retire from office with elections having been held for their respective positions as Trustee no later than twelve months after the date of establishment of the Trust.

4.3. Term following retirement of Establishment Trustees

Following the retirement of the Establishment Trustees in accordance with rule 4.2 of this Schedule, each Trustee shall hold office until the conclusion of the annual general meeting of the Trust in the third Income Year following his or her appointment. However, if because of a review of the election of a Trustee's replacement under rule 13 of this Schedule the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

4.4. Eligibility of retiring Trustees

Retiring Trustees shall be eligible for re-election.

4.5. Casual vacancies within 12 months of prior election

Should any casual vacancy arise as a result of a Trustee ceasing to hold office in accordance with rule 15.1 of this Schedule prior to the expiry of his or her term of office and within 12 months of the most recent election:

- (a) the next highest polling nominee in the relevant Hapū Karanga (Replacement Trustee) from the most recent election will be deemed the Trustee until the next election; provided that

- (b) If there is no next highest polling nominee or the next highest polling nominee is unavailable to serve, then that vacancy shall be filled by the holding of a further election in that Hapū Karanga in accordance with this Schedule.

4.6. Casual vacancies more than 12 months after prior election

Should any casual vacancy arise as a result of a Trustee ceasing to hold office in accordance with rule 15.1 of this Schedule prior to the expiry of his or her term of office more than 12 months after the most recent election, then that vacancy shall be filled by the holding of a further election in that Hapū Karanga in accordance with this Schedule. The Trustees shall have the discretion not to hold such an election if the casual vacancy occurs less than 12 months before the original Trustee's term was due to expire.

4.7. Term of casual appointments

In the case of a Trustee elected pursuant to rules 4.5 or 4.6 of this Schedule the Trustee thereby appointed shall hold office for the balance of the term of office of the Trustee that he or she has replaced.

4.8. Temporary Trustee

If the Trustees decide in accordance with rule 4.6 of this Schedule not to hold an election to fill a casual vacancy, the Trustees may appoint a temporary Trustee to hold office. For the avoidance of doubt, a temporary Trustee may not be appointed if the vacancy to be filled occurs more than 12 months before the original Trustee's term was due to expire in which case an election to fill the vacancy must be held in accordance with this Schedule. A temporary Trustee appointed under this rule shall hold office for the balance of the term of the office of the Trustee that he or she has replaced and during that time shall have all the powers, duties and responsibilities of a Trustee.

5. TIMING OF ELECTIONS

5.1. Timing

The election of Trustees in any given Income Year must, except in the case of the first elections following the retirement of the Establishment Trustees or to fill casual vacancies under rule 4.5 or 4.6 of this Schedule or to the extent that any review under rule 14 of this Schedule has been sought in respect of an election, be concluded by the date of the Annual General Meeting of the Trust in that Income Year.

6. MAKING OF NOMINATIONS

6.1. Calling for nominations for elections of Trustees

In each Election Year the Trustees shall give notice calling for nominations for Trustee elections no less than three months before the Annual General Meeting of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement

Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with this Schedule. All such notices shall specify the method of making nominations and the latest date by which nominations must be made and lodged with the Trustee or such other person as the notice directs. Notice given under rule 6.4(a) and 6.4(c) shall also specify the desired characteristics of nominees set out in rule 6.2 of this Schedule.

6.2. Desired characteristics of nominees

The desired characteristics of nominees to be set out in a notice given under rule 6.4(a) and 6.4(c) of this Schedule are:

- (a) An appropriate level of knowledge, skill, expertise and business capabilities to assist in giving effect to the purposes of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust; and
- (b) In his or her own right, a reasonable level of competence in, and knowledge of, the relevant accounting standards and best practice governance models.

6.3. Timing for nominations

All nominations must be lodged no later than 20 working days following the date upon which the notice calling for nominations is first given.

6.4. Form of notice

All notices given under this rule shall be given in the following manner:

- (a) by posting to a physical, electronic or digital address of each Adult Registered Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;
- (b) by newspaper advertisement published on at least two separate days and inserted prominently in appropriate newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua reside; and
- (c) by electronic or digital means, or otherwise, as the Trustees may determine.

6.5. Inclusion of invitation to register

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register, and shall set out the date by which Adult Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua must either be recorded on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register or have lodged an application for registration in accordance with rule 7.5 of this Schedule in order to cast a vote in the upcoming elections.

6.6. Nomination as Trustee to be in writing

The nomination of a candidate for election as a Trustee shall:

- (a) be in writing;
- (b) include the Hapū Karanga for which the nominee is nominated;
- (c) contain details of the nominee's full name, address and contact number; and
- (d) be signed by not less than two Adult Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua shown on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register as primarily affiliating with the Hapū Karanga for which the nominee is nominated.

6.7. Candidate

Each candidate must provide:

- (a) consent to the nomination which shall be endorsed in writing and signed by the candidate on the nomination paper;
- (b) a declaration in the terms set out in rule 6.8; and
- (c) a candidate profile containing the information set out in rule 6.9.

In the event that a candidate does not provide the matters set out at (a) to (c) above their nomination will be deemed to be invalid. A candidate may withdraw his or her nomination at any time by giving written notice to the Trustees.

6.8. Candidate Declaration

The nomination form must be accompanied by a declaration signed by the candidate stating that he or she:

- (a) is eligible to stand for election; and
- (b) will, if elected, fulfil the role of a Trustee as set out at rule 1.2 of this Schedule.

6.9. Candidate Profile

The nomination form must be accompanied by a profile of the candidate prepared by the candidate which addresses the following issues:

- (a) The candidate's commitment to Ngāti Kahungunu and the interests of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua for example;
 - (i) The extent of the candidate's attendance at marae meetings and active participation in their Hapū Karanga;
 - (ii) The candidate's understanding of the issues facing Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;
 - (iii) Where the candidate resides and, in particular, whether they reside in their Hapū Karanga region;
- (b) The candidate's understanding of the role of a Trustee including their

legal obligations and their capacity to undertake the work required to effectively carry out that role;

- (c) The candidate's skills and experience that are relevant to the role of a Trustee including but, not limited to, any experience at a governance level of an iwi or any other organisation and their knowledge of whakapapa and tikanga of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua and their Hapū Karanga; and
- (d) Any other information that the candidate wishes to provide relating to their suitability to act as a Trustee.

7. HOLDING OF ELECTIONS

7.1. Mode of Voting

Voting at all elections shall be by way of secret ballot provided that voters can cast their votes by any one of the following methods:

- (a) Postal voting;
- (b) By delivering their voting form to to a nominated place of voting on the day for voting specified in the notice given under rule 8.2 of this Schedule; or
- (c) Electronic voting (where available and at the discretion of the Trustees).

7.2. Election of Highest Polling Candidate as Trustee

The highest polling candidate for each Hapū Karanga shall be deemed to have been elected as the Trustee except in the case of Tamaki nui-ā-Rua where the four highest polling candidates shall be deemed to have been elected as Trustees. Where there is an equality of votes between any candidates and the number of votes will determine which candidate will be appointed as a Trustee, the Chief Returning Officer shall determine by lot which candidate shall be deemed to be appointed.

7.3. No election where same number of nominees as positions available

In the event that there is the same number of nominations as positions available for any Hapū Karanga, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed. In the event that no election is necessary the names of the person or persons appointed as Trustees shall be announced at the Annual General Meeting during which the election would have been held. In the event that no election is necessary and the election would have been held at a Special General Meeting, then it shall not be necessary to hold a Special General Meeting for the purposes of announcing the results and the results shall be announced:

- (a) by newspaper advertisement inserted prominently in appropriate newspapers circulating in regions where the Trustee considers that a significant number of Members of the Hapū Karanga the election

relates to reside; and

- (b) by such other means as the Trustee may determine.

7.4. Eligibility to vote on the election of a Trustee

Those eligible to vote on the election of a Trustee are:

- (a) Those Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who are recorded as being primarily affiliating with the relevant Hapū Karanga; and
- (b) Subject to rule 11.5 of this Schedule, any other Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who is 18 years of age or over on or before the closing date for that election who provides to the Chief Returning Officer an application for registration as a member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua which complies with rule 3 of the First Schedule accompanied by evidence of that Member's eligibility to be affiliated with the Hapū Karanga in respect of which the relevant Trustee is to be appointed.

Provided that where an Adult Member has changed the Hapū Karanga with which they are primarily affiliated for the purpose of election of Trustees they shall not be eligible to vote in more than one election in a three year period.

7.5. Date by which Members to be registered

The date by which an Adult Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua must be recorded on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register as primarily affiliated with a particular Hapū Karanga so as to be eligible to vote in the election of a Trustee for the purposes of rule 7.4 of this Schedule shall be the date upon which nominations for appointment as a Trustee close. If an Adult Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua is not registered by that date and wishes to vote, they may lodge an application for registration before the closing date for the election and cast a Provisional Vote in accordance with rule 11.5 of this Schedule.

8. NOTICE

8.1. Closing date

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

8.2. Notice to be given

The Trustees shall give not less than twenty Working Days' notice of the closing date for the election and the method by which votes may be cast as set out in rule 7.1 of this Schedule. Notice given under this rule may be given at the same time as notice of an Annual or Special General Meeting given under clause 14.4 or 14.5 of this Deed.

8.3. Method of Giving Notice

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

- (a) sending to the physical, electronic or digital address notice of each Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua shown on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register as entitled to vote at the election;
- (b) inserting a prominent advertisement on at least two separate days in appropriate newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua reside;
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Trustees consider that a significant number of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua reside; and
- (d) any electronic or digital means, or otherwise, as determined from time to time by the Representatives.

8.4. General Content of Notice

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

- (a) a list of the candidates for election as Trustees;
- (b) the date, time and place of the Annual General Meeting or Special General Meeting, where there will be a physical ballot;
- (c) the method by which votes may be cast as set out in rule 7.1 of this Schedule; and
- (d) the date by which votes must be made.

8.5. Additional Content of Written Notice

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

- (a) a voting form that complies with rule 9.1 of this Schedule;
- (b) details of the procedure to be followed in making a vote by post, including the date by which the voting form must be received by the Chief Returning Officer; and
- (c) a statement that voting forms may either be posted or delivered to the Chief Returning Officer or his or her nominee at the relevant Annual General Meeting or Special General Meeting, or submitted by electronic and/or digital means, as the case may be.

8.6. Additional Information in Other Notices

Each notice given in accordance with rule 8.3(c), 8.3(d) and 8.3(e) of this Schedule shall also give details about how voting forms may be obtained, where applicable.

9. VOTING FORMS

9.1. Other details to accompany vote

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

9.2. Timing of Votes

Votes must be made no later than the closing date for the election. Where postal voting is a means of voting, postal votes sent to a physical address and otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 Working Days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

10. APPOINTMENT OF CHIEF RETURNING OFFICER

10.1. Appointment of Chief Returning Officer

For the purposes of the election the Trustees shall appoint as required a Chief Returning Officer who shall not be a Trustee, a person standing for election, or an employee of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group and who shall be a person of standing within the community. The Chief Returning Officer shall be responsible for co-ordinating the election and may appoint such other persons (“nominee”) as he or she considers necessary to assist with that task provided that such persons shall also not be Trustees or employees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group.

10.2. Terms of Appointment

The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the provisions of this Deed setting out the powers and duties of the Chief Returning Officer.

10.3. Chief Returning Officer to receive voting forms

All voting forms must be addressed to the Chief Returning Officer.

10.4. Chief Returning Officer to be present at Annual or Special General Meeting where election held

The Chief Returning Officer or his or her nominee must be present at the any Annual or Special General Meeting where an election is to be held. The Chief Returning Officer or his or her nominee will be available to collect any completed voting forms at the Annual or Special General Meeting.

10.5. Only one vote to be cast

The Chief Returning Officer shall:

- (a) Ensure that appropriate measures are in place to ensure that each Adult Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua

who is eligible to vote and votes in the relevant election only votes once; and

- (b) Where any Provisional Vote is cast pursuant to rule 7.4(b) of this Schedule, before counting that Provisional Vote consult with the Whakapapa Committee to ensure that the person casting the vote is eligible to vote in the election.

10.6. Recording of votes

A record shall be kept for not less than 12 months by the Chief Returning Officer of all votes received and the election to which the votes relate.

11. COUNTING OF VOTES

11.1. All votes to be counted

At the time and date for completion of voting in an election under this schedule, the Chief Returning Officer shall record and count all votes validly cast provided that the Chief Returning Officer may commence recording and counting those votes that have been validly cast prior to the end of the voting period.

11.2. Certification and notifying result

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result and communicate it to the Trustees. The Trustees shall thereafter advise the candidates of the result and where possible give notice of the same at the relevant Annual or Special General Meeting of the Trust.

11.3. Certification and notifying result other than at Annual or Special General Meeting

In the event that the Chief Returning Officer is not able to certify the result prior to the conclusion of the Annual or Special General Meeting then the notice of the results will be given:

- (a) by newspaper advertisement inserted prominently in appropriate newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua reside; and
- (b) by such other means as the Trustees may determine.

11.4. New Trustees to take office

- (a) In the case of ordinary vacancies, the new Trustees shall take office at the conclusion of the Annual General Meeting unless the Chief Returning Officer is not able to certify the result of the election prior to the conclusion of the Annual or Special General Meeting in which case the date that the new Trustees shall take office will be the date that the first newspaper advertisement is published in accordance

with rule 11.3; and

- (b) In the case of casual vacancies the new Trustees will take office on announcement of the result of the election.

11.5. Provisional Votes

Where, in respect of any election, one or more Provisional Votes has been cast:

- (a) If the validity or otherwise of the Provisional Votes may affect the outcome of the election the Chief Returning Officer must not certify the result until the validity of the Provisional Votes has been confirmed pursuant to rule 10.5(b) of this Schedule and any valid Provisional Vote has been counted; or
- (b) If the validity or otherwise of the Provisional Votes will not affect the result of the election the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to rule 10.5(b) of this Schedule and the Provisional Votes have not yet been counted. For the avoidance of doubt, Provisional Votes must be counted within 3 months of the election taking place, or prior to any appointment to fill a casual vacancy in accordance with rule 4.5 of this Schedule, whichever is first, even if they are not required to be counted to certify the result.

12. RETENTION OF VOTING RECORDS

12.1. Compiling and sealing voting records

The Chief Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The Chief 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 Chief Returning Officer shall then sign the endorsement and forward the sealed packet to the Trustees.

12.2. Retention and disposal of packets

The sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trustees for a period of 3 months from the closing date for making votes in the election to which the packet relates. At the expiry of that three month period the packets shall be destroyed unopened.

13. REVIEW OF ELECTION RESULTS

13.1. Candidates may seek review

Any candidate may, within 14 days after the certification of the election result and the giving of notice by the Trustees in respect of that election, seek a review of that election.

13.2. Appointment of Electoral Review Officer

For the purposes of carrying out reviews in respect of any election the Trustees shall ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the Wellington District Law Society or his or her nominee.

13.3. Electoral Review Officer to conduct reviews

All reviews shall be carried out by the Electoral Review Officer from time to time.

13.4. Form of request for review:

All applications for a review shall be submitted to the Trustees and:

- (a) shall be in writing;
- (b) shall set out the grounds for the review, which grounds shall be set out with sufficient particularity to enable the Electoral Review Officer to ascertain precisely the basis upon which the review is being sought; and
- (c) shall be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

13.5. Service of application on other candidates

The application for review and any accompanying evidence shall also be served by the candidate referred to in rule 13.1 of this Schedule upon all other candidates in the election to which the review relates, either at the same time, or as close thereto as is possible, as the review application is lodged with the Trustees.

13.6. Costs

Upon making an application for review the applicant shall also lodge with the Trustees the sum of \$500 in lieu of the costs of undertaking the review. That sum shall be held by the Trustees pending the outcome of the review application. If the application is successful, then the \$500 shall be refunded to the applicant, otherwise it shall be used to off-set the costs of the review.

14. CONDUCT OF REVIEW

14.1. Notification of Electoral Review Officer:

Upon the receipt of an application for review the Trustees shall notify the Electoral Review Officer and provide to him or her:

- (a) a copy of the application and any accompanying evidence; and
- (b) the sealed packet of voting forms and other voting documents received from the Chief Returning Officer for that election.

14.2. Electoral Review Officer to exercise wide powers

Subject to compliance by the Electoral Review Officer with the rules of

natural justice, the Electoral Review Officer shall have the power to inquire into and decide upon any matter relating to a review in such manner as he or she thinks fit and may in particular seek such further evidence or reports as he or she deems necessary including any reports or evidence from the Chief Returning Officer for the relevant election.

14.3. Electoral Review Officer to be guided by substantial merits

In reaching his or her conclusion on any review, the Electoral Review Officer shall be guided by the substantial merits of the application without regard to legal forms or technicalities, including any technical defect in complying with the requirements of this Deed, the intention being that no election shall be declared invalid by reason of such technical defect if the Electoral Review Officer is satisfied that the election was so conducted as to be substantially in compliance with the requirements of this Deed and that such defect did not materially affect the result of the election.

14.4. Certification of result of review:

At the conclusion of the Electoral Review Officer's consideration of the review, he or she shall determine whether the successful candidate, or any other candidate, was duly elected, or whether the election was void and should be conducted again, and shall forthwith certify his or her decision with reasons to the Trustees. The Trustees shall then give notice of the result of the review and advise the candidates of the outcome.

14.5. Decision to be final:

All decisions of the Electoral Review Officer shall be final (noting that the right to seek judicial review in the High Court is always available).

15. TERMINATION OF OFFICE OF TRUSTEES

15.1. Notwithstanding the forgoing rules of this Schedule, a Trustee shall cease to hold office if he or she:

- (a) at any time ceases to fulfil the requirements set out in rule 3.1 or 3.2 of this Schedule;
- (b) retires from office by giving written notice to the other Trustees;
- (c) completes his or her term of office and is not re-elected;
- (d) refuses to act;
- (e) is absent without leave from three consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (f) is removed from the office of Trustee in accordance with clause 20;
or
- (g) dies.

16. RECORD OF CHANGES OF TRUSTEES

- 16.1.** Upon the notification of every appointment, retirement, re-appointment or termination of office of any Trustee the Trustees will ensure that an entry is made in the minute book of the Trustees to that effect.

THIRD SCHEDULE - KAUMĀTUA

1. KAUMĀTUA

1.1. **Appointment of Kaumātua**

The Trustees shall invite the Wairarapa Kaumātua Council and the Tamaki nui-ā-Rua Kaumātua Council to appoint one Kaumātua each to act as Kaumātua to the Trustees. The identity of the person to appointed as Kaumātua shall be determined by each Kaumātua Council in accordance with their own processes.

1.2. **Eligibility for appointment**

To be eligible to be appointed as a Kaumātua to the Trust those Kaumātua must be Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua. Kaumātua appointed to the Trust shall be of good standing and knowledgeable of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua tikanga, reo, kawa and kōrero.

1.3. **Role of Kaumātua**

Kaumātua shall be responsible for protecting the mauri of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua and facilitating the meetings and discussions of the Trustees in connection with the tikanga, reo, kawa and kōrero of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua. Kaumātua may attend meetings of the Trustee including any in committee discussions and provide advice on issues relating to the tikanga, reo, kawa and kōrero of Ngāti Kahungunu ki Wairarapa and Tamaki nui-ā-Rua but a Kaumātua is not a Trustee or Trustee, and as such shall not:

- (a) be counted in the quorum at Trustee meetings;
- (b) have any trust property vested in them; or
- (c) have any rights, powers, obligations or liabilities of a Trustee or Trustee.

1.4. **Remuneration of Kaumātua**

The Trustees shall determine the remuneration payable to the Kaumātua.

FOURTH SCHEDULE - TRUSTEES' POWERS AND DUTIES

1. TRUSTEES' POWERS

1.1. General powers

To achieve the Trust Purposes, subject to clauses 2.8 and 2.9:

- (a) The Trustees shall have in the administration, management and investment of the Trust Assets all the rights, powers and privileges of a natural person;
- (b) The Trustees shall have the power to receive, hold (on trust) and exercise stewardship over, and/or establish Subsidiaries to receive, hold (on trust) and exercise stewardship over, Property, including performing all of the functions of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust;
- (c) The Trustees may deal with the Trust Assets as if the Trustees were the absolute owner of, and beneficially entitled to, the Trust's Assets;
- (d) In addition to any specific powers vested in the Trustees by law, in dealing with the Trust Assets or acting as Trustee of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, the Trustees may do any act or thing or procure the doing of any act or thing, or enter into any obligation whatever, including, subject to the limitations of clauses 2.8 and 2.9 and the Eighth Schedule, exercising unrestricted powers to buy, acquire, sell or otherwise dispose of, any Property and to borrow and raise money, and to give securities and guarantees; and
- (e) Except as otherwise expressly provided in this Trust Deed, the Trustees may exercise all the powers and discretions vested in it by this Trust Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide.

1.2. Management powers

In managing the affairs of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust the Trustees:

- (a) Shall have the absolute management and entire control of the Trust Assets;
- (b) May from time to time appoint, remunerate and dismiss officers or employees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust, unless, either generally or in a particular case, it shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of Chief Executive Officer in accordance with rule 1 of the Sixth Schedule; and
- (c) May from time to time appoint or engage any individual or company

for defined purposes and for a defined period:

- i. To provide expert, professional or other services to the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust and, where relevant, to act upon their opinion or advice;
- ii. To implement decisions of the Trustees; or
- iii. As an attorney for the Trustees in New Zealand or elsewhere for all or any of the purposes of the Trust.

2. TRUSTEES' DUTIES

Subject to the provisions of this Trust Deed, the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust is to be managed and administered by the Trustees and without limiting the generality of the foregoing:

- (a) The Trustees must always act in accordance with their fiduciary duties and obligations;
- (b) In performing their duties the Trustees will act in good faith and in a manner that the Trustees believe on reasonable grounds is in the interests of the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua;
- (c) The Trustees must not, when exercising powers of performing duties as Trustees, act or agree to act in a manner which unfairly prejudices or unfairly discriminates against any particular Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua, unless the Trustees believe on reasonable grounds that the fundamental duty set out in paragraph (b) of this rule requires such action and that the action will not breach the Trustees' fiduciary duties and obligations;
- (d) The Trustees must not, collectively and individually, act or agree to act in a manner which contravenes this Trust Deed;
- (e) The Trustees, when exercising powers of performing duties as Trustees, 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 Trustees have;
- (f) The Trustees must not pay out, invest, or apply money belonging to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust for any purpose that is not directed by, or authorised in, this Trust Deed; and
- (g) The Trustees must comply with all tax rules applying to the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust.

FIFTH SCHEDULE - PROCEEDINGS OF THE TRUSTEES

1. TRUSTEE MEETINGS

The Trustees shall ensure that all meetings shall be run in accordance with this Schedule.

2. TRUSTEES TO REGULATE MEETINGS

The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Trustees meet no less than four times a year. Any five Trustees may at any time by notice in writing to the Chairperson summon a meeting of the Trustees and the Chairperson shall take such steps as are necessary to convene such meeting.

3. NOTICE OF MEETING

3.1. Notice to Trustees

Seven working days' notice of any meeting (stating the place, day, time, mode and subject-matter of the meeting) shall be communicated to each of the Trustees. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustee for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

3.2. Waiver of notice

The requirement for notice of a meeting may be waived if all the Trustees who are at the time entitled to receive notice of the meeting give their written consent to such a waiver.

3.3. Meeting limited to notified business

No business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting, unless all Trustees are present and agree to transact other business.

3.4. Deficiency of notice

Subject to rule 3.3 of this Schedule, no deficiency or irregularity in a notice of any meeting of Trustees shall invalidate such meeting or the proceedings at such meeting.

4. QUORUM

A majority of Trustees shall constitute a quorum at meetings of the Trustees. However, where the number of Trustees falls below 10, no less than six Trustees shall be present at meetings of the Trustees.

5. CHAIRPERSON AND DEPUTY CHAIRPERSON

5.1. Trustees to elect

At the first meeting of the Trustees following the establishment of the Trust or following an election the Trustees shall appoint one of their number to be Chairperson and (at their discretion) one to be Deputy Chairperson. Where possible, the Chairperson and Deputy Chairperson must have served at least one term of three years as a Trustee.

5.2. Voting on election

Where there is more than one candidate for Chairperson (or as the case may be Deputy Chairperson) then a vote will be taken and the person receiving the most votes in favour of his or her appointment will become Chairperson (or Deputy Chairperson).

5.3. Termination of office

The Chairperson (or Deputy Chairperson) will cease to hold office in the event that he or she resigns from that office, or is removed from office as Chairperson (or Deputy Chairperson) by the Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further election shall be held for the position.

6. PROCEEDINGS AT MEETINGS

6.1. Decisions by majority vote

Trustees shall at all times endeavour to make decisions by mutual agreement and consensus. Where it is not possible to reach a consensus, questions arising at any meeting of Trustees shall be decided by a majority of votes in the manner determined by the Chairperson. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

6.2. Chairperson

The Chairperson shall take the chair at all the meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the Chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present shall elect one of their number to be Chairperson of the meeting.

6.3. Vacancies

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

6.4. Defects of appointment

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

6.5. Unruly meetings

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

7. DELEGATION BY TRUSTEES

7.1. Trustees may delegate

The Trustees may from time to time as they think expedient for carrying out any of the Trust Purposes delegate any one or more of their powers under this Trust Deed to a committee, Trustee, employee or other person.

7.2. Trustees to remain responsible

Notwithstanding the delegation by the Trustees of any of their powers under rule 7.1 of this Schedule, the Trustees shall remain responsible for the exercise of that power by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:

- (a) believed on reasonable grounds when making the delegation that the delegate would exercise the power in accordance with the provisions of this Trust Deed and the duties owed by the Trustees in the exercise of their office under this Trust Deed; and
- (b) have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.

7.3. Regulation of procedure by committees

Subject to these rules and the provisions of this Trust Deed, any committee established by the Trustees may co-opt any person to be a member of that committee and otherwise regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

8. RESOLUTIONS

A written resolution signed by all the Trustees or by all the members of a committee shall be as effective for all purposes as a resolution passed at a properly convened and

conducted meeting of the Trustees or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be).

9. MINUTES

9.1. Minutes to be kept

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

9.2. Minutes to be evidence of proceedings

Any minute of the proceedings at a meeting which is purported to be signed by the Chairperson of that meeting shall be evidence of those proceedings.

9.3. Minutes to be evidence of proper conduct

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

9.4. Failure to record does not invalidate decisions made

Any failure to keep proper minutes of meetings in accordance with this rule does not necessarily invalidate any decisions made at those meetings.

10. MODE OF MEETINGS

For the purposes of these rules the contemporaneous linking together by telephone or any other means of audible communication of enough of the Trustees to constitute a quorum shall be deemed to constitute a meeting of the Representatives so long as the following conditions are met:

- (a) all of the Representatives must have received notice of the meeting (or have waived notice) under rules 3.1 or 3.2 of this Schedule;
- (b) throughout the meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the meeting without first obtaining the chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the Chairperson's express consent; and
- (e) a minute of the proceedings at the meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the

Chairperson of that meeting.

11. FORM OF CONTRACTS

11.1. Contracts by deed

Any contract which, if made between private persons, must be by deed, shall, if made by the Trustee, be in writing signed by:

- (a) two Trustees; or
- (b) an Authorised Signatory, appointed in accordance with rule 11.3 of this Schedule; or
- (c) an attorney,

on behalf of or by direction of the Trustees.

11.2. Contracts in writing

Any contract which, if made between private persons, must be in writing signed by the parties to be bound by the contract shall, if made by the Trustees, be in writing signed by:

- (a) two Trustees; or
- (b) an Authorised Signatory appointed in accordance with rule 11.3 of this Schedule; or
- (c) an attorney,

on behalf of or by direction of the Trustees.

11.3. Process for appointing Authorised Signatory

An Authorised Signatory shall be appointed by resolution of the Trustees at any meeting of Trustees held in accordance with this Schedule.

11.4. Oral contracts

Any contract which, if made by private persons, may be made orally, may be made in the same manner by or on behalf of the Trustees by any Trustee or the Chief Executive Officer, in either case acting by direction of the Trustees.

11.5. Contracts pursuant to resolution

Notwithstanding anything to the contrary in this rule, no contract made by or on behalf of the Trustees shall be invalid by reason only that it was not made in the manner provided by this rule, if it was made pursuant to a resolution of the Trustees.

SIXTH SCHEDULE - CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES

1. CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES

1.1. Trustees to appoint Chief Executive Officer

The Trustees may appoint a Chief Executive Officer to:

- (a) manage the day to day administration of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust including without limitation the implementation of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust's planning, reporting and monitoring obligations under this Trust Deed; and
- (b) carry out any obligations and responsibilities given to the Chief Executive Officer in the Deed of Settlement.

1.2. Delegations to Chief Executive Officer

In the event that the Trustees appoint a Chief Executive Officer, the Trustees may delegate to the Chief Executive Officer:

- (a) the responsibility for the employment of other employees of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust; and
- (b) any other powers and discretions of the Trustees.

1.3. Trustees not to be employed

A Trustee may not hold the position of Chief Executive Officer nor may a Trustee be an employee of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group. Nothing in this clause affects the ability of a Trustee to be a Subsidiary Board Member in accordance with rule 3.5 of the Second Schedule.

**SEVENTH SCHEDULE - SUBSIDIARIES AND THE NGĀTI KAHUNGUNU KI
WAIRARAPA TAMAKI NUI-Ā-RUA GROUP**

**1. NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI NUI-Ā-RUA SETTLEMENT TRUST
MAY ESTABLISH SUBSIDIARIES**

1.1. Establishment or Adoption of Subsidiaries

In receiving, controlling, and supervising the use of the Trust Assets on behalf of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees may establish or adopt Subsidiaries. The Trustees shall exercise strategic governance over Subsidiaries.

1.2. Constitutional Documents of Subsidiaries

The Trustees shall ensure that the constitutional documents of all Subsidiaries contain provisions that the Trustees or Directors of that Subsidiary will prepare subsidiary plans and reports in accordance with clause 11 and that the operation of the Subsidiary will otherwise be consistent with the provisions of this Deed.

1.3. Subsidiaries to undertake Commercial Activities

The Trustees shall:

- (a) establish or adopt a Subsidiary, or Subsidiaries, the objective and purpose of which will be to manage those of the Trust Assets that are of a commercial nature, on a prudent and commercial basis; and
- (b) ensure the Subsidiary or Subsidiaries are operated on a profitable basis where possible.

The Trustees shall ensure that any Subsidiaries established or adopted to undertake commercial activities are established on terms which, or adopted so as to, provide that such Subsidiaries shall conduct or otherwise undertake the Commercial Activities of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group, either itself or through any Subsidiary established for that purpose, on behalf of and solely for the benefit of the present and future Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua in the furtherance of the Trust Purposes.

1.4. Subsidiaries to undertake Iwi Development Activities in Wairarapa and Tamaki Nui a Rua

- (a) The Trustees shall either establish or adopt a Subsidiary to undertake Iwi Development Activities in Wairarapa and a Subsidiary to undertake Iwi Development Activities in Tamaki nui-ā-Rua (the Iwi Development Subsidiaries).
- (b) The Trustees shall ensure that any Subsidiaries established or adopted to undertake Iwi Development Activities are established on terms which, or adopted so as to, provide that such Subsidiaries

objectives shall include to use and administer on behalf of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust such of the Trust Assets as may be transferred or allocated to them for the purposes of conducting or otherwise undertaking Iwi Development Activities of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group, either itself or through any Subsidiary or other entity established for that purpose, on behalf of and solely for the benefit of the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who affiliate to the Wairarapa Hapū Karanga and the Tamaki nui-ā-Rua Hapū Karanga (as applicable) and in the furtherance of the Trust Purposes.

1.5. Trustees to monitor

In giving effect to the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust's Purposes the Trustees shall be responsible for monitoring and otherwise overseeing the activities of Subsidiaries. The Trustees shall also exercise its ownership or other interests in Subsidiaries in such a way as to promote the performance by Subsidiaries of their respective objectives as set out in this Trust Deed. Nothing in this rule shall prevent the Trustees from holding Property in their own name.

1.6. Property held for Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua

All Property held and income derived by Subsidiaries, shall be held and derived for and on behalf of or for the benefit of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust and the Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

1.7. Trustees and/or Directors responsible for governance

For the avoidance of doubt, and except as expressly provided by this Trust Deed, Subsidiaries shall be governed by their respective boards and the role of the Trustee in respect of Subsidiaries shall be limited to the exercise of the rights conferred on the Trustees as shareholders, or (as applicable) appointor, and beneficiary of the relevant entity.

1.8. Remuneration of Subsidiary Board Members

The Trustees shall determine the remuneration payable to any Subsidiary Board Member.

1.9. No influence in determining remuneration

No Trustee receiving any remuneration referred to in rule 1.8 of this Schedule shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Representative 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.

2. APPOINTMENT OF BOARD MEMBERS

2.1. Members of Boards of Commercial Development Subsidiaries

- (a) The Trustees shall appoint and remove Board Members of Subsidiaries owned and/or controlled by the Trustees. Each Subsidiary shall appoint and remove Board Members of the Subsidiaries owned and/or controlled by that Subsidiary.
- (b) Where the shareholder or appointor of a Subsidiary is the Trustees, two of the Board Members that Subsidiary must be Trustees including one Trustee of a Wairarapa Hapū Karanga and one Trustee of a Tamaki nui-ā-Rua Hapū Karanga.
- (c) The number of Board Members shall be as follows:
 - (i) Where the shareholder or appointor of a Subsidiary is the Trustee, that Subsidiary must have no less than five and no more than eight Board members.
 - (ii) Where the shareholder or appointor of a Subsidiary is a Subsidiary, that Subsidiary must have no less than three and no more than eight Board members.
- (d) An employee of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group shall not be a Board Member.

2.2. Appointments with regard to skills and expertise

Board Members of Commercial Development Subsidiaries shall only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates. In considering whether to appoint any person as a Board Member, the Trustees or a Subsidiary, as the case may be, shall determine the appointments so that the relevant Board collectively possess the following attributes:

- (a) A knowledge of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua tikanga;
- (b) Proven business experience, skills and expertise that are required of a Board Member of the Subsidiary to which the appointment relates, bearing in mind the activities that the relevant Subsidiary 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 Subsidiary including but not limited to:
 - (i) Finance;
 - (ii) Commerce;
 - (iii) Operational management;
 - (iv) Law;
 - (v) Good Human Resources practices;

- (vi) Best practice governance practices; and
- (c) Commitment to Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

2.3. Members of Boards of Iwi Development Subsidiaries

- (a) The Trustees of the Wairarapa Hapū Karanga shall appoint and remove Board Members of the Wairarapa Iwi Development Subsidiary.
- (b) The Trustees of the Tamaki nui-ā-Rua Hapū Karanga shall appoint and remove Board Members of the Tamaki nui-ā-Rua Iwi Development Subsidiary.
- (c) Each Subsidiary shall appoint and remove Board Members of the Subsidiaries owned and/or controlled by that Subsidiary.
- (d) The number of Board Members shall be as follows:
 - (i) Where the shareholder or appointor of a Subsidiary is the Trustee, that Subsidiary must have no less than five and no more than eight Board members.
 - (ii) Where the shareholder or appointor of a Subsidiary is a Subsidiary, that Subsidiary must have no less than three and no more than eight Board members.
- (e) A Trustee may be a Subsidiary Board Member.
- (f) An employee of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group shall not be a Subsidiary Board Member.

2.4. Appointments with regard to skills and expertise

Board Members of Iwi Development Subsidiaries shall only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates. In considering whether to appoint any person as a Board Member, the Trustees or a Subsidiary, as the case may be, shall determine the appointments so that the relevant Board collectively possess the following attributes:

- (a) A knowledge of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua tikanga;
- (b) Proven experience, skills and expertise that are required of a Board Member of the Subsidiary to which the appointment relates, bearing in mind the activities that the relevant Subsidiary 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 Subsidiary including but not limited to:
 - (i) Operational management;
 - (ii) Law;
 - (iii) Good Human Resources practices;

- (iv) Best practice governance practices;
 - (v) Social development;
 - (vi) Cultural development; and
- (c) Commitment to Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua.

2.5. Appointment of Subsidiary Board Members

The Trustees will establish guidelines for the appointment of Subsidiary Board Members. The term of a Subsidiary Board Member shall not exceed five years. A Subsidiary Board Member may sit on the Board for more than one term.

3. SUBSIDIARY TRUSTS

- 3.1. Any Subsidiary that is a Trust must have an appointor who must be the Trustees or another Subsidiary.
- 3.2. Where a Subsidiary is established as a trust then its constitutional documents shall require that if more than half of the value of the assets of that trust are dealt with in a manner described in paragraphs (a) to (c) of the definition of Major Transaction, then that trust must seek the Trustee's approval of the transaction. If the Trustee's approval is sought accordingly, the Trustees may decide if a Special Resolution of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua is required to approve that transaction.
- 3.3. Nothing in this clause removes the obligation of a Subsidiary that is established as a trust to comply with clause 2.8.

4. ADOPTION OF SUBSIDIARIES

4.1. Adoption of Subsidiaries

The Trustees will not adopt an existing entity to be a Subsidiary unless its constitutional documents provide that:

- (a) The objects of the entity will be those set out in rule 1.3 or 1.4 (as applicable);
- (b) The Board members of the entity will be appointed in accordance with rule 2 (as applicable);
- (c) The Board members of the entity will prepare subsidiary plans and reports in accordance with clause 11; and
- (d) The operation of the entity will otherwise be consistent with the provisions of this Trust Deed.

4.2. Affirmation of Adoption

In order to adopt an entity the Trustees must affirm by resolution that existing entity shall be the entity to undertake the objects set out in rule 1.3 or 1.4 (as applicable).

EIGHTH SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTIONS

1. ORDINARY RESOLUTIONS

No ordinary resolution shall be passed unless more than 50% of the Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua present, and who vote, vote in support of that ordinary resolution.

2. SPECIAL RESOLUTIONS

A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 2.8;
- (b) approve a transaction relating to Cultural Assets in accordance with clause 2.9;
- (c) amend this Trust Deed in accordance with clause 22;
- (d) add or remove land from the list of Cultural Assets in the Tenth Schedule in accordance with clause 23;
- (e) resettle the Trust Assets in accordance with clause 24; or
- (f) wind up Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust in accordance with clause 25;

shall only be passed as set out in this Schedule.

3. POSTAL VOTING AND SPECIAL GENERAL MEETING

Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua may vote on a Special Resolution by ballot, either at the Special General Meeting held for the purposes of considering the Special Resolution of Members, or by postal vote either to a physical, electronic or digital address as determined by the Trustee from time to time.

4. VOTING

In order for a Special Resolution to be passed:

- (a) it must receive the approval of not less than 75% of those Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule; and
- (b) no less than 20% of Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua must vote on that Special Resolution either:
 - (i) In person at the Special General Meeting; or
 - (ii) By postal vote, either to a physical, electronic or digital address as determined by the Trustees from time to time.

5. SPECIAL GENERAL MEETING REQUIRED

A Special General Meeting of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust must be called for the purposes of considering one or more Special Resolutions of Members. No other business may be transacted at such Special General Meeting.

6. NOTICE

6.1. Notice of Special General Meeting

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust shall give not less than twenty Working Days' notice of the date, time and place of the Special General Meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the Special General Meeting shall be given in the same notice).

6.2. Method of giving notice

Notice of a Special General Meeting called for the purposes of considering a Special Resolution shall be:

- (a) in writing and posted to all Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua at the last physical, electronic and/or digital address shown for each such Adult Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register;
- (b) advertised prominently in appropriate newspapers circulating in regions where the Trustee considers that a significant number of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua reside;
- (c) advertised on a radio station or radio stations broadcasting in the district or districts where the Trustee considers that a significant number of Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua reside; and
- (d) advertised by electronic or digital means, including on Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust's website.

6.3. Content of notice to members

All notices given in accordance with rule 6.2(a) of this Schedule shall contain:

- (a) the date, time and place of the Special General Meeting called for the purposes of considering the Special Resolution of Members;
- (b) details of the proposed Special Resolution of Members;
- (c) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- (d) details of the procedure to be followed in making a postal vote, including the date postal voting closes;

- (e) a statement that postal votes may either be delivered to the Chief Returning Officer at the Special General Meeting, or posted; and
- (f) a voting form.

6.4. Content of advertisement

All advertisements published in accordance with rules 6.2(b) to (d) of this Schedule shall contain the matters referred in rule 6.3 (a) and (b) of this Schedule together with details of how and where any further information can be obtained. Such advertisements may also contain other details as determined by the Trustee from time to time.

7. VOTING

7.1. Other details to accompany vote

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

7.2. Timing of Postal Votes

Votes must be cast no later than the closing date for voting. Postal votes sent to a physical address and otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 Working Days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

7.3. Postal Votes may be received at the Special General Meeting

Voting forms may be delivered to the Chief Returning Officer at the Special General Meeting, rather than being posted.

8. APPOINTMENT OF CHIEF RETURNING OFFICER

8.1. Appointment of Chief Returning Officer

For the purposes of the Special Resolution of Members, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Group, and who shall be a person of standing within the community.

8.2. Chief Returning Officer to be present at Special General Meeting

The Chief Returning Officer must be present at the Special General Meeting. The Chief Returning Officer will be available to collect any completed voting forms at the Special General Meeting. The Chief Returning Officer shall also ensure that additional voting forms are available at the Special General Meeting.

8.3. Eligibility to vote

Those eligible to vote on a Special Resolution are:

- (a) Those Adult Registered Members of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua identified on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register on the closing date for voting; and
- (b) Subject to rule 8.4(b) of this Schedule, any other Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who is over the age of 18 years and has on or before the closing date for voting, provided to the Chief Returning Officer an application for registration as a Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua which complies with rule 3 of the First Schedule accompanied by evidence of that Member's eligibility to be included in the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register.

8.4. Only one vote to be cast

The Chief Returning Officer shall:

- (a) Ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua who is eligible to vote on the Special Resolution of Members; and
- (b) Where any Provisional Vote is cast pursuant to rule 8.3(b) of this Schedule, before counting that Provisional Vote consult with the Whakapapa Committee to ensure that the person casting the vote is eligible to be registered on the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Register.

8.5. Recording of votes

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

9. COUNTING OF VOTES

9.1. All votes to be counted

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

9.2. Certification and notifying result

Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution and communicate the result to the Trustee.

9.3. Provisional votes

Where, in respect of any Special Resolution of Members, one or more Provisional Votes has been cast:

- (a) If the validity or otherwise of the Provisional Votes may affect the

outcome of the Special Resolution, the Chief Returning Officer must not certify the result of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to rule 8.4(b) of this Schedule and any valid Provisional Vote has been counted; or

- (b) If the validity or otherwise of the Provisional Votes will not affect the result of the Special Resolution of Members, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to rule 8.4(b) of this Schedule and the Provisional Votes have not been counted.

10. PROCEEDINGS AT SPECIAL GENERAL MEETING

Except as otherwise set out in this Schedule the provisions of clause 14 shall apply to the holding of any Special General Meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.

NINTH SCHEDULE – HAPŪ KARANGA

1. WAIRARAPA HAPŪ KARANGA

Names of Wairarapa Hapū Karanga

The Wairarapa Hapū Karanga are:

- (a) Ākura;
- (b) Te Oreore Marae;
- (c) Hurunui-o-Rangi Marae;
- (d) Pāpāwai Marae;
- (e) Te Hika a Pāpāuma ki Whakataki Marae ;
- (f) Ngāi Tumapūhia-a-Rangi;
- (g) Wairarapa Moana; and
- (h) Ngāti Hinewaka.

Composition of Wairarapa Hapū Karanga

[a.] Ākura

Comprising these Hapū:

Ngāti Te Hau	Ngāti Pohatu	Ngāti Te Ahuahu	Ngāti Ruawahine
Ngāti Matangiuru	Ngāti Kaingaahi	Ngāti Te Kai	Ngāti Hikawera
Ngāti Raetea	Ngāti Ira	Ngāti Te Whatui	Ngāti Te Tohinga
Ngāti Kaiparuparu	Ngāti Moe	Ngāti Te Wheke	Ngāti Matehau
Ngāti Te Hina	Ngāti Te Whiunga	Ngāti Kahukuraawhitia	Ngāi Tamahau
Ngāti Te Aomataura	Ngāti Maahu	Ngāti Tangatakau	Ngāti Rakaiwhakairi
Ngāti Parera	Ngāti Hinekorako	Ngāti Tuhakeke	Ngāti Kirikohatu
Ngāti Te Aomatarahi	Ngāti Hinetearorangi	Ngāti Kahukuranui	Ngāti Tutawake
Ngāi Tahu	Ngāti Rongomaiaia	Ngāti Hinepare	Ngāi Te Ao
Ngāti Mariunga	Ngāti Te Noti		

Whenua

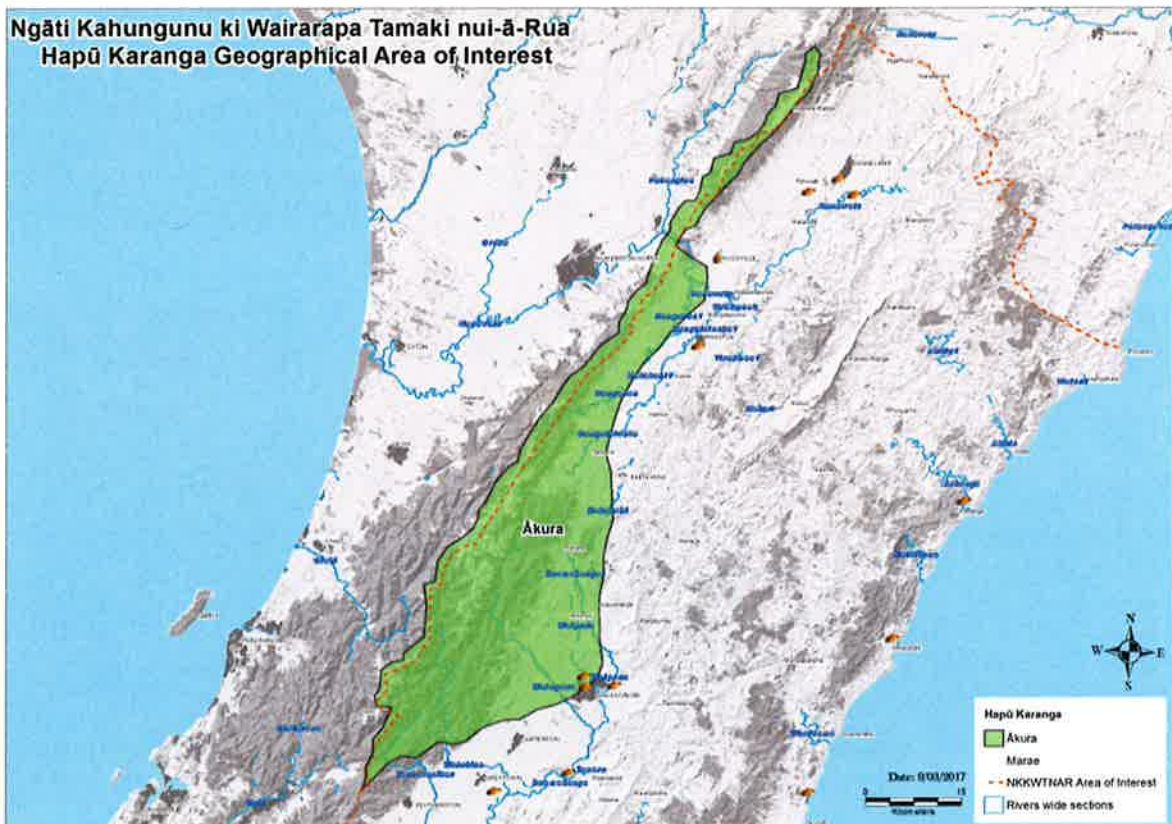
Tauwharenikau 4 [Moroa], Manawatu, Opaki Waipoua, Tupapakuraa, Makoura, Kohangawariwari, Taratahi, Hikawera, Karamu, Manaia, Tararua, Tirohanga, Akura, Makirikiri, Te Para, Taumata o Tiaki, Kuripuni, Paerau;me, Kaikokirikiri.

Awa

Ruamahanga River, Waiohine River, Waingawa [Awangawanga], Waipoua, Makoura Stream [Wakamoekau, Makakaweka];me, Kuripuni.

And whose geographical area of interest is:

Te Rongomahina mau ana ki Mangatakoto mau ana ki Whakarongorongo mau ana ki te awa o Tutahuna ki Piripiri ki Mamaukarua, mau ana ki Waipoua ki Piripiri ki Ruapautihi mau ana ki Kaitamarote ki Mahikiekie ki te ngutu o Mangatakoto mau ana ki Te Papa o te Kohatu ki Te Huru o te Koromiko ki Marapu ki Kapupo ki te Manga a Te Wakarihi ki te Awa o Tawhiti Waingawa mau ana ki roto ki Waipoua ki te rohe Pihopa o Aotearoa [Rongo Parahirahi] mau ana ki Wharerua ki te rua o Takiwhenua mau ana ki Mopuna ki te rohe o Akura ki Waingawa ka whati i runga i te rohe o Wiremu Kingi i araitia te rohe o Te Manihera mau ana ki Rangitakaiwaho me Piripiri ka hoki ki Rongomahina.



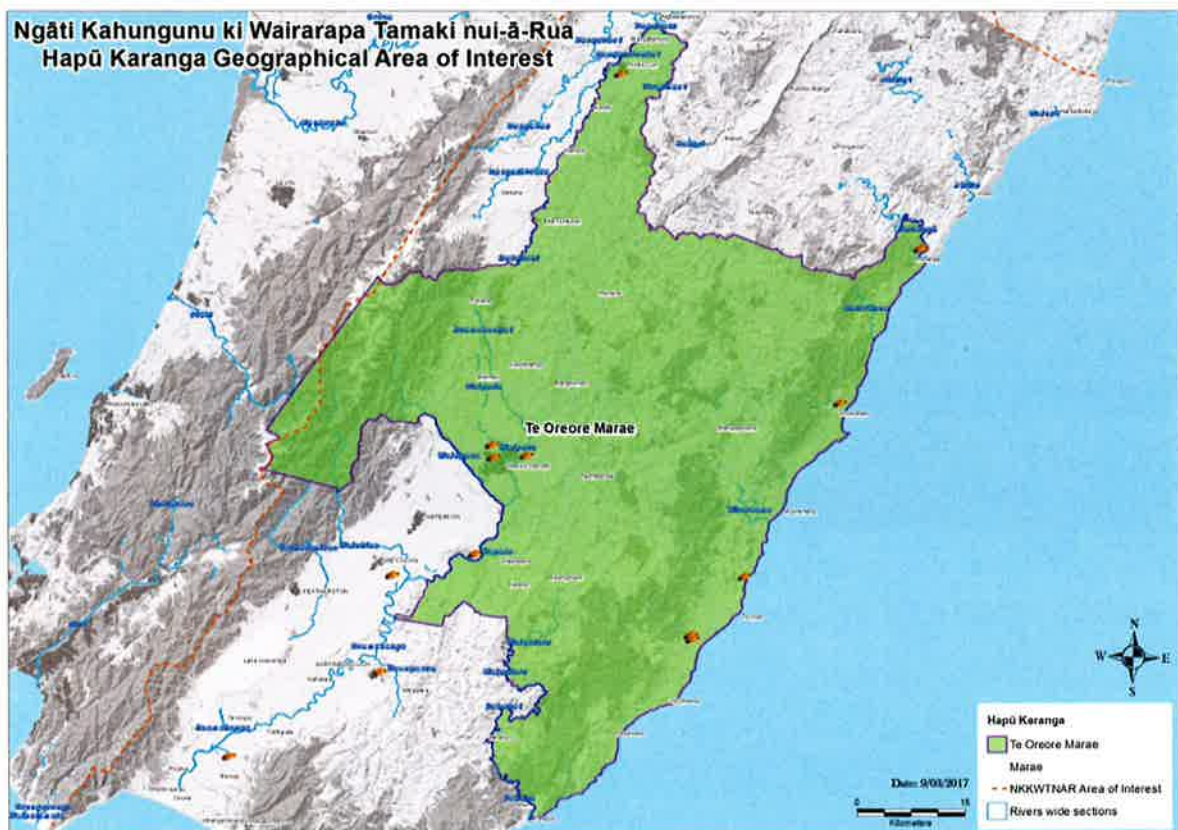
[b.] Te Ore ore Marae

Comprising these Hapū:

Ngāi Tamahau	Ngāti Hāmua	Ngāi Tahu-	Ngāti Tutohengarangi
Ngāti Te Tohinga	Te Hika o Pāpāuma	Makakanui	Ngāti Noti
Ngāi Te Aomataura	Ngāti Te Hina	Ngāti Te Korou	Ngāti Hinepare
Ngāti Hineteorangi		Ngāti Tangatakau	

And whose geographical area of interest is:

Commencing at the Mataikona Block and following the Aohanga River inland to the Waingongoro Stream then north to the Makatote Stream to the Mataikona River inland to Pakowhai River then north along the Puketoi Ranges to Mangatainoka then south to Eketahuna. From this point we head west to Pukemoremore then south along the Tararua Ranges to Mount Alpha, east towards and along the Waiohine River then north along the Taratahi/Hikawera block to the Waingawa River. The line then proceeds south to the Taueru Junction then east across the Maungaraki Ranges to Kaiwhata and north along the coast back to Aohanga.



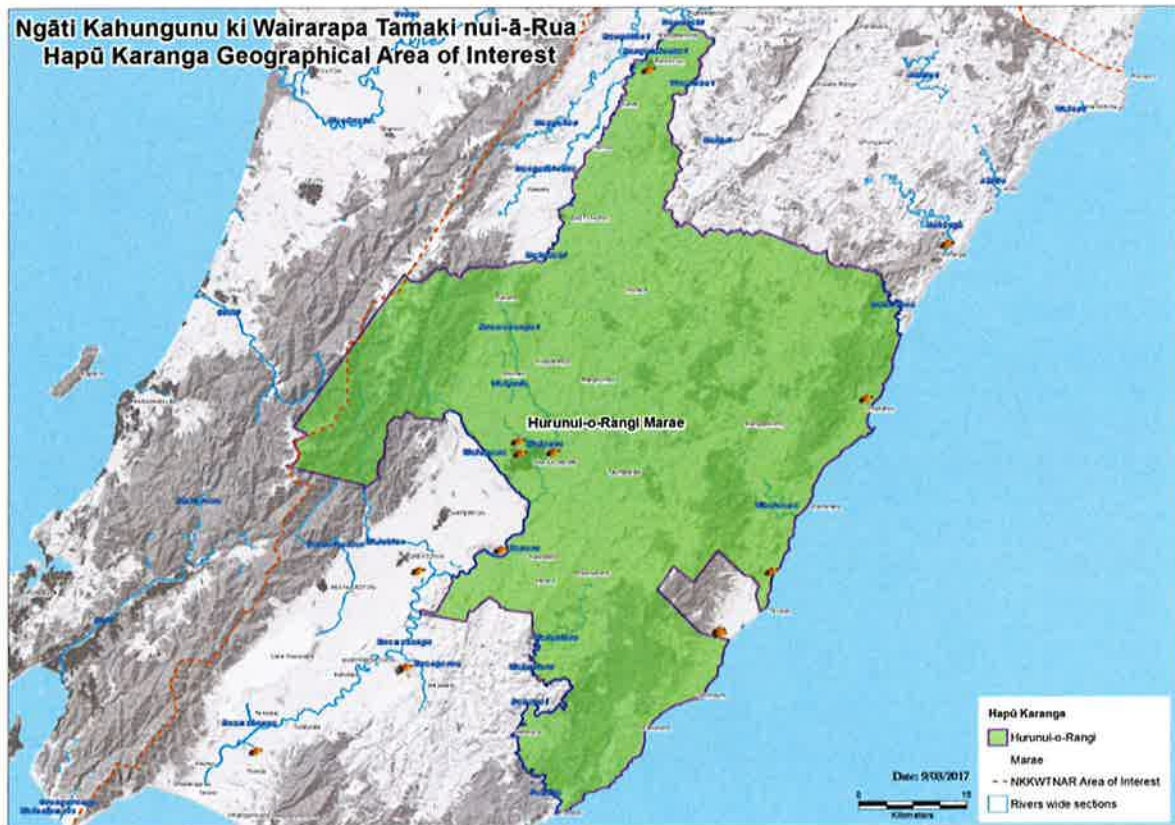
[c.] Hurunui-o-Rangi Marae

Comprising these Hapū:

Ngāti Hakeke	Ngāti Te Hangarakau aka Hangarakau Ngāi	Ngāti Hikarahui	Ngāti Moe
Ngāti Muretu	Ngāti Parera	Ngāti Te Atawha	Ngāi Tamahau
Ngāti Tauiao	Ngāti Hikawera	Ngāti Hinaariki	Ngāti Hinetearorangi
Ngāti Ira	Ngāti Kahukuraawhitia	Ngāti Kahukuranui	Ngāti Kaiparuparu
Ngāti Maahu	Ngāti Upokoiri	Ngāti Parakiore	Ngāti Whātuiāpiti
Ngāti Rangitataia	Ngāti Rakairangi	Ngāti Rakaipaaka	Ngāti Tuhakeke
Ngāti Rakaiwhakairi	Ngāti Te Aokino	Ngāti Waipuhoro	Ngāi Taneroa
Ngāi Tahu	Ngāi Tahu- Makakanui	Ngāti Tukoko	
Ngāti Tumanawa	Tu mai te Uru	Ngāti Tutawake	

And whose geographical area of interest is:

Mataikona River inland to the Pakowhai River then north along the Puketoi Ranges to Mangatainoka then south to Eketahuna then west towards Pukemoremore then south along the Tararua Ranges to Mount Alpha then following the headwaters of the Waiohine River east then north along the Taratahi/Hikawera block to Waingawa East to converge with the Ruamahanga then south to Huangarua River across to Maungaraki to Pahaoa then along the coast line to Mataikona the starting point.



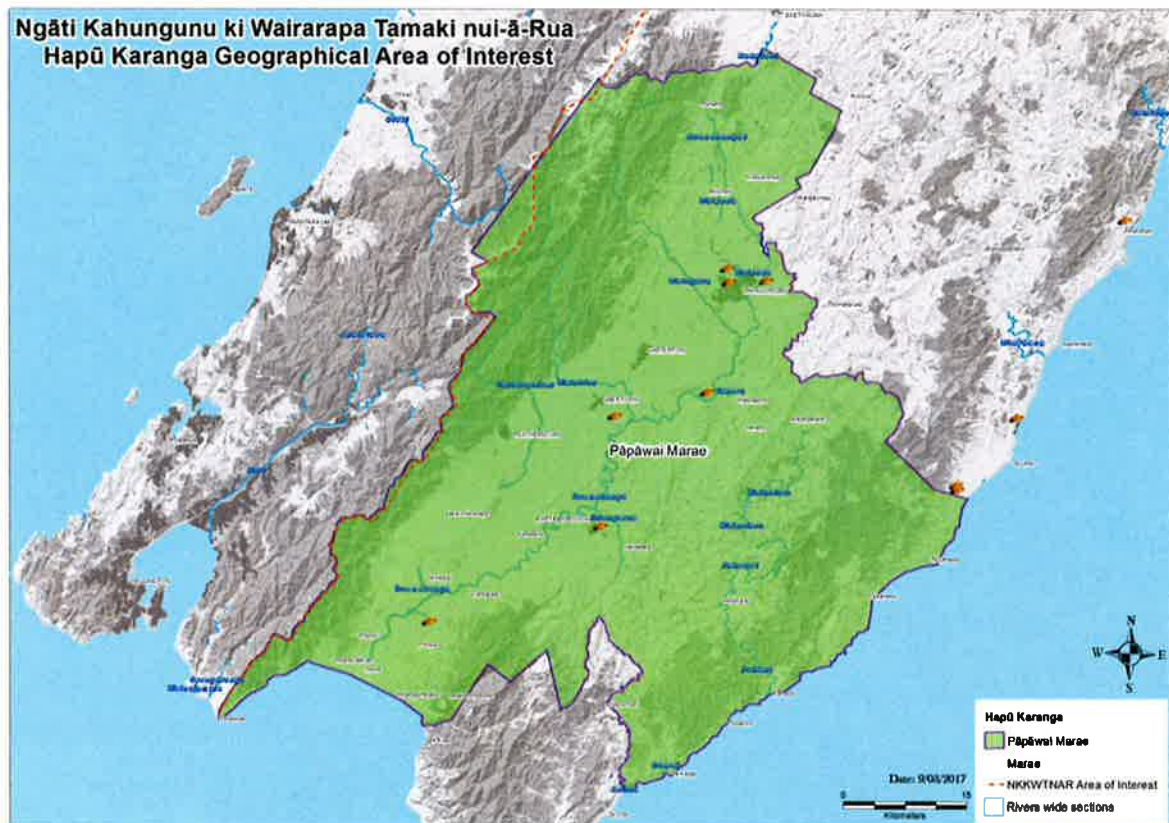
[d.] Pāpāwai Marae

Comprising these Hapū:

Ngāti Hakeke	Ngāti Hineteorangi	Ngāti Kaiparuparu	Ngāti Parakiore
Ngāti Rakaipaaka	Ngāi Tamahau	Ngāti Te Aokino	Ngāti Whātuiāpiti
Ngāti Tukoko	Ngāti Upokoiri	Ngāti Kauhi	Ngāti Hikarahui
Ngāti Kahukuraawhitia	Ngāti Moe	Ngāti Pa te Ika	Ngāti Rakaiwhakairi
Ngāi Taneroa	Ngāti Hangarakau Te aka Ngāi Hangarakau	Tu mai te Uru	Ngāti Tumanawa
Ngāti Meroiti	Ngāti Hinaariki	Ngāti Kahukuranui	Ngāti Muretu
Ngāti Tutawake	Ngāi Tahu	Ngāti Tauiao	Ngāti Te Rangitawhanga
Ngāti Tuhakeke			

And whose geographical area of interest is:

From the mouth of the Orongorongo east along the southern coast to Whangaimoana. Inland to Ruakokoputuna turning to the east and the mouth of the Awhea. North along the coast to Uruti then inland to Maungaraki then Rangitumau. North again to Pukaha then on to Arete. Heading south along the Tararua and Remutaka Ranges to the mouth of the Orongorongo.



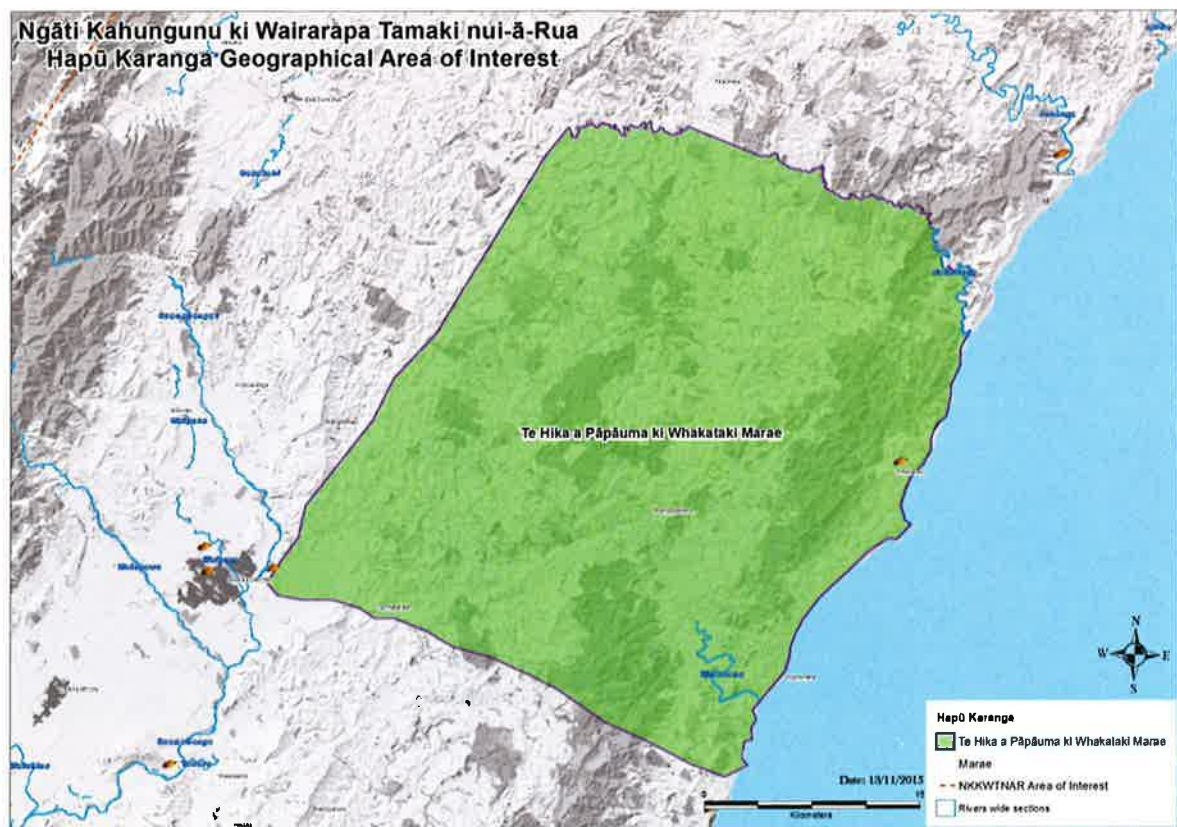
[e.] Te Hika a Pāpāuma ki Whakataki Marae

Comprising these Hapū:

Te Hika a Pāpāuma	Ngāti Hinepare	Ngāti Tapatu	Ngāti Turanga
Ngāti Kakawa	Ngāti Hopara	Ngāti Punarewa	Ngāti Hāmua
Ngāti Matangiuru	Mere Te Huinga	Ngāti Pohoi	Ngāti Tahitokuru
Ngāti Kaihuitu	Ngāti Te Rautangata	Ngāti Pakuia	

And whose geographical area of interest is stated as:

In former times the hapū boundaries were known as the Castlepoint Purchase Block. It extended from the north at Akitio/Cape Turnagain along the coast line down towards Whareama there by following the river inland to Taueru, from Taueru inland through the mountain range, Maungaraki to the Puketoi Range and from Pongaroa back out to Akitio/Cape Turnagain.



[f.] Ngāi Tumapūhia-a-Rangi

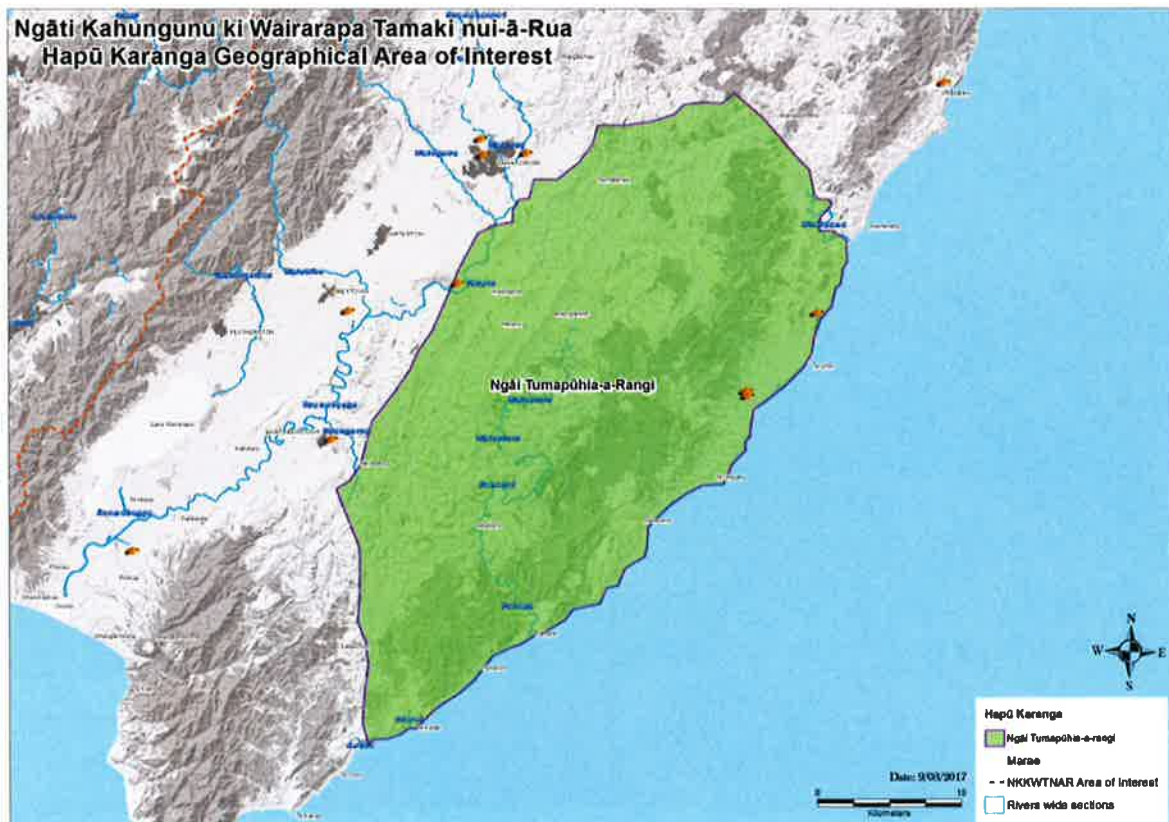
Comprising these Hapū:

Ngāti Hinepare	Ngāi Te Ao	Ngāti Kaumoana	Ngāti Kawekairangi	Te
Ngāti Maru	Ngāti Koura	Ngāti Rongomaiaia		

And whose geographical area of interest is:

This claim covers the traditional rohe of Ngāi Tumapūhia ā Rangi, which is located on the Eastern shores of the district of Wairarapa and extends inland to the Maungaraki Range and South to the Awhea River.

“Mai i Whareama ki Taueru, whiti atu ki te Taumata o te Hangatu, ahu atu ki te Karaka o Waimatua ki Wainuioru, ahu atu ki te Karaka o Waimatua ki Te Awhea rere atu ki Hawerawera ki te ngutu awa o Te Awhea, rere atu ma te takutai ki Whareama.”



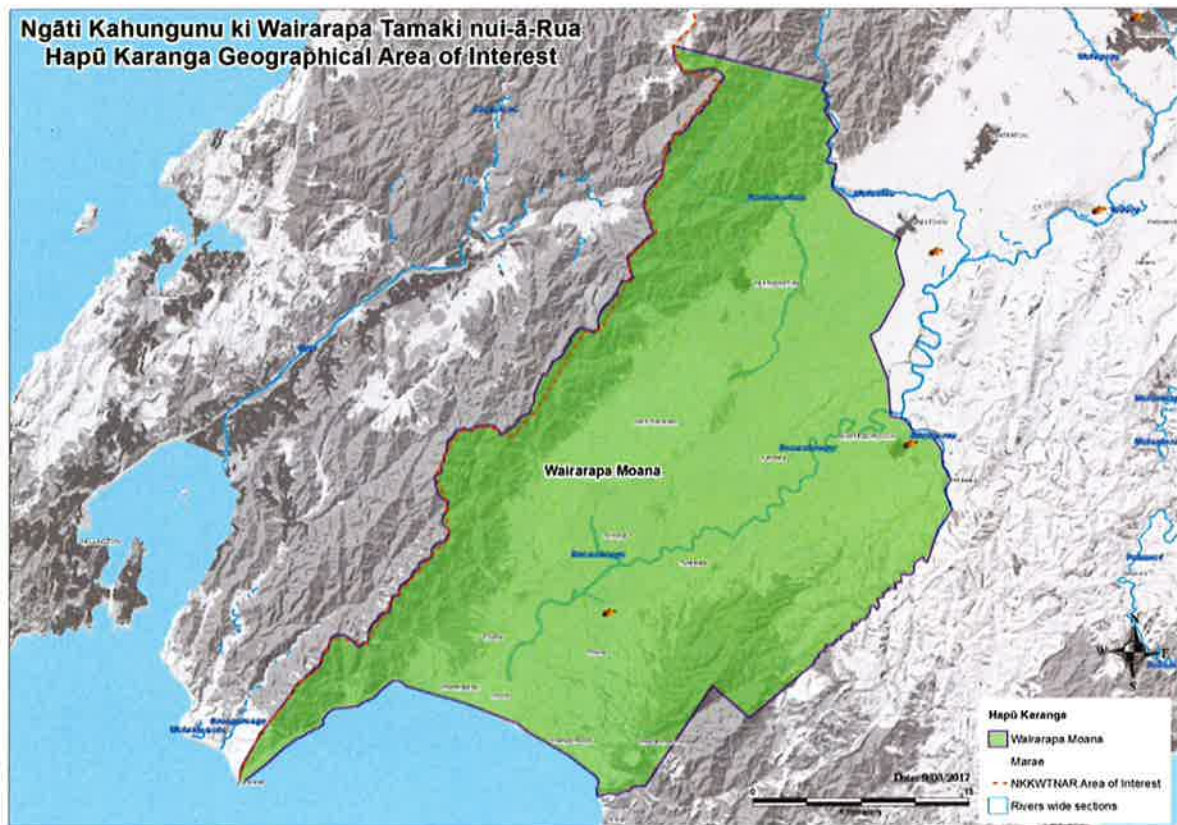
[g.] Wairarapa Moana

Comprising these Hapū:

Ngāti Rakaiwhakairi	Ngāti Hineraumoa	Ngāti Rakairangi	Ngāti Hāmua
Ngāti Hinetauira	Ngāti Tamanuhiri	Ngāti Maahu	Ngāti Whaitongarerewa
Ngāti Muretu	Ngāti Moe	Ngāti Te Aokino	Ngāti Whakamana
Ngāti Tumanawa	Ngāti Pa te Ika	Ngāti Pakuahi	Ngāti Tauiao
Ngāi Tahu	Ngāi Tukoko	Ngāti Hangarakau Te aka Ngāi Hangarakau	Ngāi Tukaihara
Ngāi Taneroa	Ngāi Rangitāwhanga Te	Ngāi Te Aomataura	Ngāi Tutemiha
Ngāti Kahukuraawhitia	Ngāti Parakiore	Tu mai te Uru	Ngāti Hakeke

And whose geographical area of interest is:

Wairarapa Lakes including Wairarapa Moana, Onoke Moana and the Ruamahanga River connecting both lakes, to the spit between Okorewa and Kiriwai and all surrounding lands covered by the traditional flood-line pre the 1855 earthquake



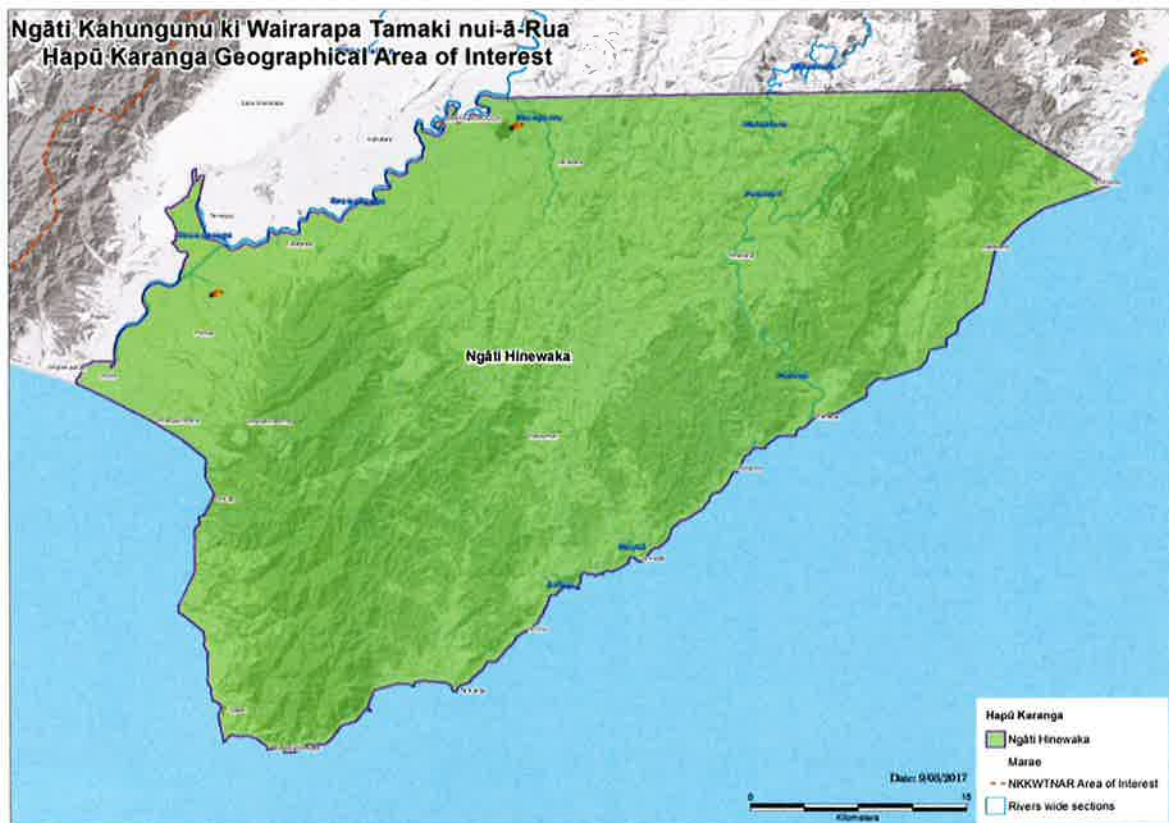
[h.] Ngāti Hinewaka

Comprising these Hapū:

Ngāti Hinewaka	Ngāti Rongomaiaia	Ngāti Maahu	Ngāi Te Ao
Ngāti Hikawera	Ngāti Rangaranga	Ngāti Ngapuoterangi	Ngāi Tukoko
Ngāti Hinetairia	Ngāti Te Aokino	Ngāti Parera	Ngāti Kahukuranui
Ngāti Rua	Ngāti Rakaiwhakairi	Ngāti Rakairangi	Ngāti Te Kawekairangi
Ngāi Tuohungia	Ngāti Hikarara		

And whose geographical area of interest is:

Ngāti Hinewaka are a coastal people. Their lands extend from Lake Onoke in the South along the south Wairarapa Coast, around Matakītaki-akupe, up the East Coast through the area around Te Unuunu (Flat Point), inland towards Kehemane (Tablelands), and back towards the Ruamahanga River and down the river to Onoke. Ngāti Hinewaka’s rohe embraces significant amounts of coastal land and land with high cultural, historical and archaeological value.



2. TAMAKI NUI-Ā-RUA HAPŪ KARANGA

Comprising these Hapū:

Ngāti Pakapaka	Ngāti Whātuiāpiti	Ngāi Te Rehunga	Ngāti Rangiwakaewa
Ngāti Koro	Ngāti Ihaka Rautahi	Te Hika O Papauma	Ngāti Tu
Ngāti Kere	Ngāti Te Rangikoianake	Ngāti Hineraru	Ngāi Tūmapuhia-ā-Rangi
Ngāti Mutuahi	Ngāti Pohoi	Ngāti Hamua	Ngāi Tahu
Nga Tangimoana	Ngāti Kahungunu	Ngāti Upokoiri	Ngāti Hinemau
Ngāti Rangitotohu	Ngāti Hikawera	Ngāti Te Opekai	

Comprising these Marae:

Tahoraiti, Aotea [Makirikiri], Kaitoki Memorial Hall, Whiti Te Ra [Poherau], Te Ahu A Turanga [Woodville], Te Kohanga Whakawhaiti, Papauma, Te Aroha o Oahanga.

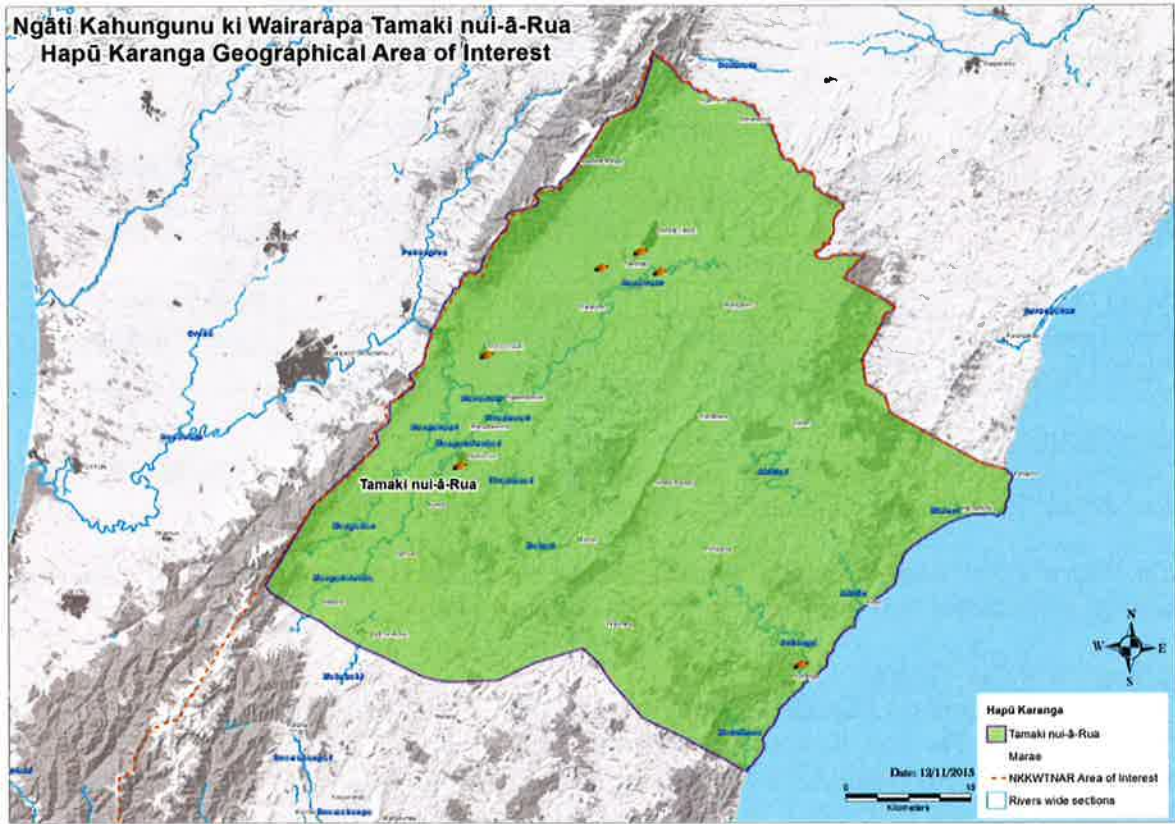
Nga Hau e Wha refers to these marae: Kaitoki Memorial Hall, Aotea Makirikiri, Te Ahu a Turanga [Woodville] and Te Kohanga Whakawhaiti o te Iwi.

Comprising these Tipuna:

Turake, Hinengahere, Piritarata, Namana, Tupahi, Rangihiraweā, Te Maero, Pokakiri, Rapana, Maata Te Ope Kaahu, Aperahama Rautahi, Koa, Hoera Rautu, Tipene Matua, Tuhurangi, Wiremu Rautu, Te Matau, Wiremu Potangaroa, Hoera Potangaroa, Hami Potangaroa.

And whose geographical area of interest is:

Beginning at Poroporo on the coast about 5kms north of Cape Turnagain, the line follows the coast southwards about 38kms to the Mataikona River mouth, it then follows the Mataikona River and its tributaries, the Pakowhai River and Makoura Stream to Dreyers Rock continuing eastward just north of Mauriceville to Mount Dundas, a trig point on the Tararua Ranges. Travelling north along the central line on the Tararua Ranges to the Manawatu Gorge where the boundary briefly enters and follows the gorge westward slightly to the peaks of the Ruahines then follows the central line of the Ruahine Ranges to Maharahara Trig point then northwards to the northern boundary of the old Manawatu No. 5 [Ngamoko] land block, turning eastward travelling and including Manawatu No. 6 [Tuatua] block, Manawatu No 8 [Wharawhara] block, most of the Ngapaeruru block, Tautane block to the beginning point at Poroporo.



TENTH SCHEDULE – CULTURAL LANDS

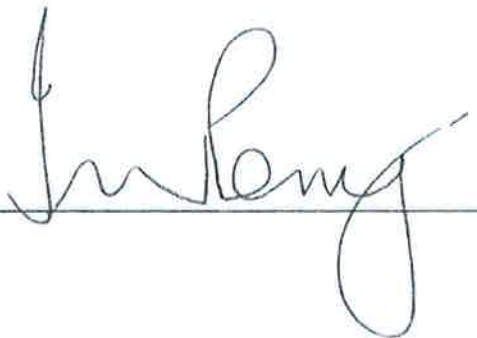
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ELEVENTH SCHEDULE – NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI NUI-Ā-RUA AREA OF INTEREST



SIGNED BY:

IAN NOEL PERRY as **Settlor** in the presence of:

)
)
) 



Witness Signature
MICHELE ELLIOTT


Witness Name
ADMINISTRATOR


Witness Occupation
20 MASSEY PL, MASTERTON

Witness Address

SIGNED BY:

MARAMA AMIRIA TUUTA as **Settlor** in the presence of:

)
)
) 



Witness Signature
Lee Tararangi Gray


Witness Name
Accountant


Witness Occupation
81 Spinnaker Dr, Porirua

Witness Address

SIGNED BY:

HAYDEN CHARLES KANI HAPE as **Settlor** in the presence of:

)
)
) 



Witness Signature
LOWAINE NIKORUA


Witness Name
ADMINISTRATOR


Witness Occupation
171 High Street, Dannevirke

Witness Address

SIGNED BY:

CONNIE ONEROA as **Trustee** in the presence of:

)
)
) 



Witness Signature
MICHELE ELLIOTT

Witness Name
ADMINISTRATOR

Witness Occupation
20 MASSEY PL, MASTERTON

Witness Address

SIGNED BY:

PAUL JASON DEVONSHIRE as **Trustee** in the presence of:

)
)
) 



Witness Signature
MICHELE ELLIOTT

Witness Name
ADMINISTRATOR


Witness Occupation
20 MASSEY PL, MASTERTON

Witness Address

SIGNED BY:

HAAMI TE WHAITI as **Trustee** in the presence of:

)
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Witness Signature
Lee Tahurangi Gray

Witness Name
Accountant

Witness Occupation
81 Spinnaker Dr, Porirua

Witness Address

SIGNED BY:

BRYAN PIKITIAKAWEA TE HUKI as
Settlor in the presence of:

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Bp K

Michele Elliott
Witness Signature
MICHELE ELLIOTT
Witness Name
ADMINISTRATOR
Witness Occupation
20 MASSEY PL, MASTERTON
Witness Address

SIGNED BY:

**RANGIMARIA SYLVIA GABRIELLA
TAITE** as **Settlor** in the presence of:

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RSG Tait

Michele Elliott
Witness Signature
MICHELE ELLIOTT
Witness Name
ADMINISTRATOR
Witness Occupation
20 MASSEY PL, MASTERTON
Witness Address

SIGNED BY:

PAUL GRAHAM TE HUKI as **Settlor**
in the presence of:

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Py Huki

Michele Elliott
Witness Signature
MICHELE ELLIOTT
Witness Name
ADMINISTRATOR
Witness Occupation
20 MASSEY PL, MASTERTON
Witness Address

SIGNED BY:

ROBIN TE HUNA POTANGAROA as
Settlor in the presence of:

)
)
) Robin Te Huna Potangaroa.



Witness Signature

MICHELE ELLIOTT

Witness Name

ADMINISTRATOR

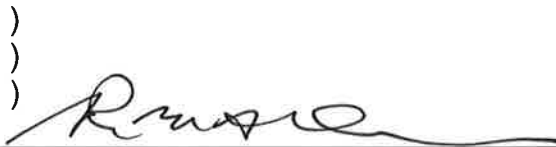
Witness Occupation

22 MASSEY PL, MASTERTON

Witness Address

SIGNED BY:

REX MURRAY ALLAN HEMI as
Settlor in the presence of:

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Witness Signature

MICHELE ELLIOTT

Witness Name

ADMINISTRATOR

Witness Occupation

22 MASSEY PL, MASTERTON

Witness Address

SIGNED BY:

WILLIAM DAVID WORKMAN as
Settlor in the presence of:

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) 



Witness Signature

Witness Name

Leah Bain


Witness Occupation


Teacher.

Witness Address

SIGNED BY:

IAN NOEL PERRY as **Trustee** in the presence of:

)
)
) 



Witness Signature
MICHELE ELLIOTT

Witness Name
ADMINISTRATOR

Witness Occupation
22 MASSEY PL, MASTERTON

Witness Address

SIGNED BY:

MARAMA AMIRIA TUUTA as **Trustee** in the presence of:

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Witness Signature
Lee Takarangi Gray

Witness Name
Accountant

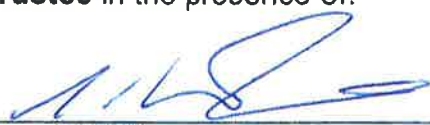
Witness Occupation
81 Spinnaker Dr, Porirua

Witness Address

SIGNED BY:

HAYDEN CHARLES KANI HAPE as **Trustee** in the presence of:

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) 



Witness Signature
LOWAINE NIKORA


Witness Name
ADMINISTRATOR


Witness Occupation
171 High Street Dannevirke

Witness Address

SIGNED BY:

CONNIE ONEROA as **Settlor** in the presence of:

)
)
)




Witness Signature

MICHELE ELLIOTT

Witness Name

ADMINISTRATOR

Witness Occupation

22 MASSEY PLACE, MASTERTON.

Witness Address

SIGNED BY:

PAUL JASON DEVONSHIRE as **Settlor** in the presence of:

)
)
)




Witness Signature

MICHELE ELLIOTT

Witness Name

ADMINISTRATOR


Witness Occupation

22 MASSEY PL, MASTERTON

Witness Address

SIGNED BY:

HAAMI TE WHAITI as **Settlor** in the presence of:

)
)
)




Witness Signature

MICHELE ELLIOTT

Witness Name

ADMINISTRATOR

Witness Occupation

22 MASSEY PL, MASTERTON

Witness Address

SIGNED BY:

BRYAN PIKITIAKAWEA TE HUKI as
Trustee in the presence of:

)
)
) Bryant

[Signature]
Witness Signature
Lee Taharangi Gray
Witness Name
Accountant
Witness Occupation
81 Spinnaker Dr, Porirua
Witness Address

SIGNED BY:

**RANGIMARIA SYLVIA GABRIELLA
TAITE** as **Trustee** in the presence of:

)
)
) [Signature]

[Signature]
Witness Signature
MICHELLE ELLIOTT
Witness Name
ADMINISTRATOR
Witness Occupation
22 MASSEY PL, MASTERTON
Witness Address

SIGNED BY:

PAUL GRAHAM TE HUKI as
Trustee in the presence of:

)
)
) Paul Graham

[Signature]
Witness Signature
MICHELLE ELLIOTT
Witness Name
ADMINISTRATOR
Witness Occupation
22 MASSEY PLACE, MASTERTON
Witness Address

SIGNED BY:

ROBIN TE HUNA POTANGAROA as
Trustee in the presence of:

)
)
) Robin Te Huna Potangaroa

Michele Elliott
Witness Signature
MICHELE ELLIOTT
Witness Name
ADMINISTRATOR
Witness Occupation
22 MASSEY PL, MASTERSON
Witness Address

SIGNED BY:

REX MURRAY ALLAN HEMI as
Trustee in the presence of:

)
)
) Rex Murray Allan Hemi

Michele Elliott
Witness Signature
MICHELE ELLIOTT
Witness Name
ADMINISTRATOR
Witness Occupation
22 MASSEY PL, MASTERSON
Witness Address

SIGNED BY:

WILLIAM DAVID WORKMAN as
Trustee in the presence of:

)
)
) Workman

Seattle Ropika
Witness Signature
Seattle Ropika
Witness Name
Office Administrator
Witness Occupation
97 Squire Drive, Awatoto
Witness Address