

Deed of Restatement and Amendment of Trust

relating to

Te Kotahitanga o Te Arawa Waka Fisheries Trust Board

Date 25 June 2010

This Trust Deed was amended on 25 June 2010 by special resolution (100625/5) in accordance with sub-clause 21.2 of this same Deed.

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This Trust Deed is made on 26 July 2006

By Awhi Awhimate;

 Donald Mairangi Bennett;

 Whaimutu Kent Dewes;

 Tangihaere Marjorie Dodd;

 William Graham Whakataki Emery;

 Hohepa Kaiawha Heke;

 Frank Wairangi Himapiri Maika;

 Te Poroa Malcolm;

 Punohu Vervies McCausland;

 Kiri Potaka-Dewes;

 Ronald Henry Roberts;

 Sonny Sewell; and

 Teia John Williams (the **Establishment Representatives**).

Introduction

- A. The Establishment Representatives are the trustees under a deed of trust made on 19 December 1995 and subsequently amended (the **Original Deed**), constituting the Trust Board.
- B. The Original Deed was amended by a deed of restatement and amendment of trust dated 4 February 2005 (the **First Amending Deed**).
- C. Clause 20 of the First Amending Deed provides that the Trust Board has the power, by way of Special Resolution, to amend, revoke or add to the provisions of the First Amending Deed.
- D. The Establishment Representatives wish to make amendments and additions to certain provisions of the First Amending Deed in order for the Trust Board to be recognised as a mandated iwi organisation by Te Ohu Kai Moana Trustee Limited for the purposes of the Māori Fisheries Act 2004. The Establishment Representatives do not propose any amendment that will enable the payment or application of any part of the Trust Fund in a manner that is inconsistent with the Objects.

It is declared

The Establishment Representatives amend certain provisions of the Original Deed so that with effect from the date of this Trust Deed the clauses (and any schedules) of the Original Deed shall read as follows:

1. Interpretation

1.1 Definitions

In this Trust Deed:

Account Date means such date in each calendar year as may from time to time be fixed under sub-clause 16.1 as the date at which the Annual Accounts are to be prepared;

Adjudicator means an adjudicator appointed by the Trust Board in accordance with sub-clauses 20.4 and 20.5;

Adult Registered Beneficiary means a Registered Beneficiary eighteen (18) years old or older on the Voting Date who has nominated one Te Arawa Rōpū on his or her Registration Form as the only Te Arawa Rōpū in which he or she wishes to exercise votes in accordance with this Deed;

Annual Accounts means collectively and individually the Trust Board Accounts and the Corporate Entity Accounts, which for the purposes of Fisheries Assets must account separately for settlement cash assets;

Annual Meeting means the Meeting to be held in each calendar year under sub-clauses 1.1 and 1.2 of Schedule 4;

Annual Plan means a plan in respect of the Trust Board prepared and adopted by the Trust Board prior to the commencement of each Financial Year which outlines for the purposes of that Financial Year:

- (a) the objectives of the annual plan;
- (b) the policy of the Trust Board in respect of sales and exchanges of Settlement Quota;
- (c) any changes in that policy from the policy for the previous year; and
- (d) any proposal to change the constitutional documents of any Corporate Entity;

Annual Report means the report approved in accordance with sub-clause 17.2 on the Annual Accounts and the performance of the Trust Board and the Corporate Entities incorporating a summary of any performance audit conducted in respect of the relevant Financial Year and including:

- (a) information on the steps taken by the Trust Board to increase the number of Registered Beneficiaries;
- (b) a comparison of the performance of the Trust Board against the objectives set out in the Annual Plan including:
 - (i) changes in shareholder or member value since the Annual Report for the previous Financial Year; and

- (ii) dividend performance or profit distribution during the Financial Year to which the Annual Report relates;
- (c) the annual audited financial report prepared in accordance with generally accepted accounting practice, and accounting separately for settlement cash assets and,
- (d) a report giving information of the sales and exchanges of Settlement Quota in that Financial Year including:
 - (i) the quantity of Settlement Quota held by Asset Holding Companies in that year;
 - (ii) the value of Settlement Quota sold or exchanged;
 - (iii) the identity of the purchaser or other party to any exchange;
 - (iv) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the Settlement Quota;
 - (v) the Settlement Quota interests that have been registered against quota shares of the Trust Board; and
 - (vi) the value of Income Shares sold, exchanged or acquired;
- (e) a report on the interactions of the Trust Board in fisheries matters, to the extent that those matters relate to or involve Fisheries Assets, with:
 - (i) Asset Holding Companies or their Subsidiaries;
 - (ii) other Corporate Entities;
 - (iii) other entities within Te Arawa;
 - (iv) other organisations recognised by Te Ohu Kai Moana Trustee Limited as mandated iwi organisations; and
 - (v) Te Ohu Kai Moana Trustee Limited; and
- (f) any changes made in accordance with section 18 of the Māori Fisheries Act 2004 to the Trust Deed or the constitutional documents of an Asset Holding Company or its Subsidiaries;

Applicant means any Adult Registered Beneficiary who applies in accordance with clause 20 for an addition to the Te Arawa Rōpū;

Application means an application made by an Applicant to add a Te Arawa Rōpū in accordance with clause 20;

Aquaculture Assets has the same meaning as settlement assets as defined in the Maori Commercial Aquaculture Claims Settlement Act 2004;

Asset Holding Company means any wholly-owned Subsidiary of the Trust Board that will act as an asset holding company of the Trust Board for the purposes of the Māori Fisheries Act 2004;

Asset Holding Company Director means a director for the time being of an Asset Holding Company;

Auditors means such firm of chartered accountants of national or international standing as may from time to time be appointed under sub-clauses 16.3 and 16.4 as auditors to the Trust Board and the Corporate Entities;

Ballot means a vote of Adult Registered Beneficiaries held in accordance with Schedule 2;

Ballot Notice means a notice given under sub-clause 2.2 of Schedule 2 that must include:

- (a) the date by which and the address to which Postal votes must be received by the Returning Officer;
- (b) where any relevant explanatory documents may be viewed or obtained; and
- (c) the matter or issues on which the Ballot is to be taken;

Ballot Slip means a ballot slip prepared by the Trust Board and sent or given to Adult Registered Beneficiaries and Potential Adult Beneficiaries under sub-clause 2.3 of Schedule 2 on which should be recorded:

- (a) the Registration Number of the Adult Registered Beneficiary to whom the ballot slip is sent or given, if applicable;
- (b) the resolution or resolutions, or recommendation or recommendations, in respect of which the Adult Registered Beneficiaries and Potential Adult Beneficiaries are required to vote;
- (c) the manner in which votes recorded on the ballot slips must be validly cast; and
- (d) the Voting Date;

Beneficiaries Register means the register of individual Registered Beneficiaries maintained by the Trust Board in accordance with sub-clause 13.5 at the Head Office in which are to be entered the names, dates of birth and contact details of all those persons who are Registered Beneficiaries;

Beneficiaries Registration Committee means the committee appointed as soon as practicable after the Trust Deed Date pursuant to sub-clause 12.1 and shall comprise:

- (a) three Representatives appointed by way of Ordinary Resolution; and
- (b) three members of the Kaunihera Koeke who must be:
 - (i) appointed by way of Ordinary Resolution; and
 - (ii) expert in matters relating to Te Arawa whakapapa;

Business Day means any day on which registered banks in Rotorua are open for business;

Chairperson means the Representative from time to time elected by the Representatives under clause 7 of Schedule 4 to act as chair of the Representatives;

Confidential Information means any information that a majority of the Representatives consider on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Te Arawa;

Conflict Transaction has the meaning given to it in sub-clause 12.1 of Schedule 4;

Conflicted Representative has the meaning given to it in sub-clause 12.2 of Schedule 4;

Consultative Hui means a meeting held for the purposes of sub-clause 3.1 of Schedule 11;

Co-opted Representative means:

- (a) the Nominee of the relevant Te Arawa Rōpū who received the second highest number of votes in the most recent Election for that Te Arawa Rōpū; and
- (b) who is co-opted as a Representative for that Te Arawa Rōpū pursuant to sub-clause 1.5 of Schedule 1;

Corporate Entity means:

- (a) any Fishing Entity;
- (b) any Asset Holding Company; and
- (c) any Asset Holding Company Subsidiary;

Corporate Entity Accounts means collectively and individually in respect of each Financial Year:

- (a) the audited consolidated statement of financial position of the Corporate Entities and their Subsidiaries as at the Account Date;
- (b) the audited statement of financial position of each Corporate Entity and its Subsidiaries as at the Account Date;
- (c) the audited consolidated statement of financial performance of the Corporate Entities and their Subsidiaries for the financial period ended on the Account Date;
- (d) the audited statement of financial performance of each Corporate Entity and its Subsidiaries for the financial period ended on the Account Date; and
- (e) the notes, Directors' reports, Auditors' statements and other documents annexed to those statements of financial position and performance;

Corporate Entity Director means a director, trustee, or officeholder, for the time being of a Corporate Entity;

Corporate Entity Plan means, in respect of each Corporate Entity, the annual plan prepared and submitted by the relevant Corporate Entity Directors in accordance with clause 3 of Schedule 5 on:

- (a) the key strategies for the use and development of the Fisheries Assets held by that Corporate Entity;
- (b) the expected financial return on the Fisheries Assets held by the Corporate Entity; and
- (c) any programme to:
 - (i) manage the sale of annual catch entitlement derived from Settlement Quota by the Corporate Entity; and

- (ii) reorganise Settlement Quota held by the Corporate Entity, by buying and selling Settlement Quota in accordance with the Māori Fisheries Act 2004;

Corporate Entity Report means, in respect of each Corporate Entity, the annual report of that Corporate Entity that reports against the objectives set out in the Corporate Entity Plan for the previous Financial Year and includes an assessment of:

- (a) the performance of the Corporate Entity;
- (b) the investment of money of the Corporate Entity;
- (c) the key strategies for the use and development of the Fisheries Assets held by that Corporate Entity;
- (d) the financial return on the Fisheries Assets held by the Corporate Entity; and
- (e) any programme to:
 - (i) manage the sale of annual catch entitlement derived from Settlement Quota by the Corporate Entity; or
 - (ii) reorganise Settlement Quota held by the Corporate Entity, by buying and selling Settlement Quota in accordance with the Māori Fisheries Act 2004; and
- (d) any proposal to change the constitutional documents of any Asset Holding Company, or any of their Subsidiaries.

CPI means the Consumer Price Index (All Groups) as published by the Department of Statistics or by any other governmental agency or body upon which the duties in connection with the CPI devolve;

Declaration means:

- (a) a declaration given under sub-clause 3.11(c) of Schedule 1; or
- (b) a declaration given under sub-clause 2.6(c) of Schedule 2;

Director has the meaning given to it in the Companies Act 1993;

Elected Term means the three year period that Representatives, excluding the Establishment Representatives, hold office, commencing on the day that a Declaration is made and ending on the day a Declaration is made as a result of the next Election Meeting;

Election means:

- (a) a Standard Election; or
- (b) a Special Election,

for Representatives held in accordance with Schedule 1;

Election Date means the Voting Date for election of Representatives is deemed to close, and shall be held no later than three (3) years after the month of the previous Election Date;

Election Meeting means the first Annual Meeting within twelve (12) months of the MIO Date;

Election Notice means a notice given under sub-clauses 1.8 or 3.3 of Schedule 1 that must include:

- (a) the Election Date;
- (b) where any relevant explanatory documents may be viewed or obtained;
- (c) a statement regarding the expiration of the Elected Term of the Representatives and the Election of new Representatives; and
- (d) the date by which nominations in writing for all Representative positions are to be received from Adult Registered Beneficiaries by the Secretary at the Head Office, which shall be no later than ten (10) Business Days after the date of the notice;
- (e) the date by which new registrations are to be received for election purposes, being the same as the Election Date;

Election Voting Slip means a voting slip provided by the Trust Board to any Adult Registered Beneficiary or any Potential Adult Beneficiary on which must be recorded:

- (a) the one Te Arawa Rōpū that the Adult Registered Beneficiary or Potential Adult Beneficiary has nominated on his or her Registration Form in which he or she wishes to exercise votes in accordance with Schedule 1 in an Election for that Te Arawa Rōpū;
- (b) the Nominees for election to the office of Representative for the Te Arawa Rōpū that the Adult Registered Beneficiary or the Potential Adult Beneficiary has nominated on his or her Registration Form;
- (c) the manner in which Adult Registered Beneficiaries or Potential Adult Beneficiaries are to vote for the Nominee of their choice;
- (d) the address to which the Election Voting Slip must be returned in order to be validly cast if it is a Postal Vote; and
- (e) the Voting Date;

Employee has the meaning given to it in the Employment Relations Act 2000;

Establishment Period means the period from the Trust Deed Date until the first Election Meeting;

Establishment Representative means the persons named in the attestation clause of this Trust Deed as signing this Trust Deed in the capacity of Establishment Representatives;

Financial Year means, in relation to the Corporate Entities and the Trust Board, the period of twelve consecutive calendar months (or such other period as the Representatives may from time to time designate) ending on the Account Date;

Fisheries Assets means the Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to the Trust Board or any Asset Holding Company pursuant to the Māori Fisheries Act 2004;

Fishing Entity means an enterprise established pursuant to sub-clause 4.5 that is:

- (a) separate from, but responsible to, the Trust Board; and
- (b) a separate entity from any other Corporate Entity;

Head Office means the office as the Representatives may from time to time designate and notify publicly;

Income Share has the meaning given to it in the Māori Fisheries Act 2004 to the extent that it relates to income shares held by the Trust Board or any Corporate Entity;

Iwi Aquaculture Organisation has the same meaning given to it in the Maori Commercial Aquaculture Claims Settlement Act 2004;

Joint Secretary means any person appointed under sub-clause 15.3 to carry out the secretarial functions jointly with the Secretary;

Koeke means respected male and female elders of Te Arawa;

Kaunihera Koeke means the council of Koeke o Te Arawa established pursuant to clause 9;

Meeting means any Annual Meeting, Regular Meeting or Special Meeting of the Representatives;

MIO Date means the date on which the Trust Board is recognised by Te Ohu Kai Moana Trustee Limited as the mandated iwi organisation for the purposes of the Māori Fisheries Act 2004 and the Iwi Aquaculture Organisation for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004;

Nomination Form means the form developed by the Trust Board from time to time to be used to nominate Representatives for election at Election Meetings;

Nominee means a nominee who must be an Adult Registered Beneficiary who signs a Nomination Form and whose name is listed in an Election Voting Slip as a nominee for election to the office of Representative;

Ordinary Resolution means a resolution of the Representatives that has been approved by a majority of the Representatives present in person:

- (a) at a Representative Meeting in respect of which notice specifying the intention to propose the resolution as an Ordinary Resolution has been properly given under sub-clauses 10.3 or 10.4 of Schedule 4; or
- (b) at a Representative Meeting in respect of which notice has been waived under sub-clause 10.8 of Schedule 4;

Postal Vote means a vote cast by post by any Adult Registered Beneficiary or any Potential Adult Beneficiary received no later than 5.00pm on the day before the relevant Meeting;

Potential Adult Beneficiaries means Te Arawa who:

- (a) are eighteen (18) years old or older on the Voting Date;
- (b) are not yet Registered Beneficiaries;
- (c) have correctly completed the Registration Form (and have nominated one Te Arawa Rōpū as the only Te Arawa Rōpū in which he or she wishes to exercise votes in accordance with Schedule 1 in an Election for that Te Arawa Rōpū); and
- (d) have attached that Registration Form to their Election Voting Slip or Ballot Slip, as the case may be;

Preliminary Hui means a meeting held for the purposes of sub-clause 2.1 of Schedule 11;

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

Recommendations Report means a report of an Adjudicator provided to the Trust Board pursuant to sub-clauses 20.6(b)(v) and 20.7 recommending whether or not to add a Te Arawa Rōpū;

Registered Beneficiary means a Te Arawa person who:

- (a) has correctly completed the Registration Form or, in the case of Te Arawa under the age of 18 at the time of registration, has had completed the Registration Form on their behalf by their parent or legal guardian;
- (b) is approved by the Beneficiaries Registration Committee under sub-clause 12.3 for registration on the Beneficiaries Register; and
- (c) whose details are recorded on the Beneficiaries Register;

Registration Form means the form developed by the Trust Board from time to time that:

- (a) a Te Arawa person must use when applying to be registered as a Registered Beneficiary; and
- (b) must include provision for that person to state:
 - (i) whether they wish to receive a private notice for Annual Meetings;
 - (ii) the one Te Arawa Rōpū in which they wish to participate for Election purposes; and
- (c) once completed, shall be returned to the Secretary of the Trust Board;

Registration Number means the unique identification number given to each Registered Beneficiary upon registration on the Beneficiaries Register;

Regular Meeting means any Meeting, other than an Annual Meeting, Ballot Meeting, Special Meeting, Election Meeting or Special Election Meeting, which is agreed to be convened by the Representatives under clause 4 of Schedule 4;

Representative:

- (a) means a person elected under sub-clause 6.3 by Adult Registered Beneficiaries and Potential Adult Beneficiaries of a Te Arawa Rōpū to represent that Te Arawa Rōpū;
- (b) includes any Co-opted Representative; and
- (c) includes an Establishment Representative;

Representative Meeting means any Regular Meeting or Special Meeting;

Representative Register means the register maintained by the Trust Board in accordance with sub-clause 13.4 in which are listed the names of the Representatives and their respective addresses for service of notice of Meetings in accordance with clause 10 of Schedule 4;

Returning Officer means the independent person appointed as a returning officer by the Trust Board for an Election or Ballot in accordance with Schedule 1 or Schedule 2;

Secretary means any person appointed under sub-clause 15.2 to perform general secretarial and administrative functions for the Trust Board and includes the Joint Secretary;

Settlement Quota has the meaning given to it in the Māori Fisheries Act 2004 to the extent that it relates to quota held by the Trust Board or any Corporate Entity;

Special Election means an election held in accordance with sub-clause 1.7 of Schedule 1;

Special Meeting means any Meeting that is convened under clause 5 of Schedule 4;

Special Resolution means a resolution of the Representatives that has been approved by not less than 75% of the Representatives present in person:

- (a) at a Representative Meeting in respect of which notice specifying the intention to propose the resolution as a Special Resolution has been properly given under sub-clauses 10.3 or 10.4 of Schedule 4; or
- (b) at a Representative Meeting in respect of which notice has been waived under sub-clause 10.8 of Schedule 4;

Standard Election means any election other than a Special Election;

Subsidiary has the meaning given to it in section 5 of the Companies Act 1993;

Te Arawa means every individual who is descended from a Te Arawa Ancestor or Ancestors and does not include Whangai;

Te Arawa Ancestor means an individual or individuals who, after 6 February 1840, exercised customary rights from within the Te Arawa rohe by virtue of him or her being descended from any of the ancestors:

- (a) listed in column 2 of Schedule 7;
- (b) or who is identified as an ancestor who was on the Te Arawa waka, or a descendant of one who was, in accordance with clause 20;

Te Arawa Rōpū means the rōpū within Te Arawa named in column 1 of Schedule 7 or otherwise recognised in accordance with clause 20;

Te Arawa Waka means all of the Te Arawa Rōpū collectively;

Trust Board means the Te Kotahitanga o Te Arawa Waka Fisheries Trust Board, a charitable trust incorporated under the Charitable Trusts Act 1957 on 13 May 1994;

Trust Board Accounts means in respect of each Financial Year:

- (a) the audited statement of financial position of the Trust Board as at the Account Date;
- (b) the audited statement of financial performance of the Trust Board for the financial period ended on the Account Date; and
- (c) the notes, Representatives' reports, Auditors' statements and other documents annexed to those statements of financial position and performance;

Trust Deed means this deed as signed by the Establishment Representatives on or before the Trust Deed Date and includes any amendments to this deed made in accordance with this deed;

Trust Deed Date means the date on which this Trust Deed is signed;

Trust Fund means the Property that is from time to time held by the Representatives on the trusts of this Trust Deed including the income that is from time to time held by the Representatives on the trusts of this Trust Deed;

Voting Date means:

- (a) in relation to a vote under Schedule 1, the Election Date;
- (b) in relation to a Ballot under Schedule 2, the date by which Postal Votes must be received by the Secretary for that Ballot;

Whangai means a person adopted by an Adult Registered Beneficiary in accordance with Te Arawa tikanga, but who is not Te Arawa;

Withdrawing Organisation means the organisation recognised by the Trust Board as representing a Withdrawing Te Arawa Rōpū in accordance with sub-clause 1.2 of Schedule 11; and

Withdrawing Te Arawa Rōpū means any Te Arawa Rōpū in respect of which the process to withdraw from the Trust Board is commenced in accordance with Schedule 11 and the relevant provisions of the Māori Fisheries Act 2004.

1.2 Construction of certain references

In these clauses:

assets includes the whole or any part of the relevant person's business, undertaking, property, revenue, rights or interest, in each case, present or future, actual, contingent or prospective and, to avoid any doubt, includes Fisheries Assets and Aquaculture Assets;

distribution of an asset includes a sale, gift, transfer or any other kind of disposal, or grant of an option over, a right or interest, whether legal or equitable, in that asset and distribute has a corresponding meaning;

liabilities includes all obligations, whether in the nature of debt or otherwise and whether actual or contingent, present or otherwise; and

person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality).

1.3 Interpretation of schedules

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

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

1.4 Statutes

Reference to a statute or statutory provision includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

1.5 General references

References to:

- (a) one gender includes the other gender;
- (b) the singular includes the plural and vice versa; and
- (c) this Trust Deed includes its schedules.

1.6 Headings

Headings, sub-headings and the index are to be ignored in interpreting the Trust Deed.

2. Guiding principles of the Trust Board

In the conduct of its business and the administration of the Trust Fund, the Trust Board will be guided by the principles embodied in:

- (a) tino rangatiratanga;
- (b) tikanga;
- (c) kaitiakitanga; and
- (d) the Treaty of Waitangi.

3. Objects of the Trust Board

The Trust Board is a charitable trust that provides, fulfils, protects and encourages training, education and advancement in skill, industry and thrift in fishing and other skills (the **Objects**) within New Zealand for the benefit of Te Arawa and the Trust Fund must be applied and used exclusively by the Trust Board for such of the Objects as the Trust Board from time to time decides upon in its absolute discretion, and in particular may be used to:

- (a) negotiate with any appropriate authorities on behalf of Te Arawa Waka for fishing quotas and assets;
- (b) receive fisheries quota and any other assets including the Fisheries Assets;
- (c) establish an effective organisational structure in order that the Trust Board can develop in the business and activities to further the Objects;
- (d) instruct, support, training and educate Te Arawa towards achieving the highest level of skill, industry and thrift in fishing and other skills;
- (e) support the instruction, training and education and advancement of Te Arawa through all Iwi, Rūnanga, Marae and Hapū of Te Arawa Waka including the lake and coastal

regions, rural and urban and to preserve and promote the customary and traditional fisheries of Te Arawa Waka;

- (f) promote sound fisheries management and conservation practices and research into Te Arawa Waka fisheries;
- (g) protect Ngā Taonga o Tangaroa; and
- (h) develop and maintain effective communication strategies between the Trust Board and the Te Arawa people.

4. Powers of the Trust Board

4.1 Powers of a natural person

In addition to all the powers, authorities and discretions vested in the Representatives by law or by this Trust Deed, but subject always to the limitations contained in sub-clause 5.1, and clause 21, the Trust Board in fulfilling the functions and purposes, may at all times and from time to time exercise the fullest possible powers and authorities as if they were the beneficial owners of the Trust Fund. For the avoidance of doubt, the Trust Board shall have all the powers and privileges of a natural person, including, without limitation, the power to invest the Trust Fund, purchase, accept, hold, transfer, lease and sell Property, and to sue and be sued.

4.2 Selling Fisheries Assets

- (a) The Trust Board must comply with the relevant provisions of the Māori Fisheries Act 2004 if it proposes to sell or otherwise dispose of Fisheries Assets, including, when required, holding a Ballot in accordance with Schedule 2.
- (b) The Trust Board must ensure that each Asset Holding Company:
 - (i) does not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust Board has complied with its obligations under this Trust Deed and sections 69 to 72 of the Māori Fisheries Act 2004;
 - (ii) does not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trust Board has complied with its obligations under this Trust Deed and sections 161 to 176 of the Māori Fisheries Act 2004; and
 - (iii) in its function of receiving and holding Settlement Quota and Income Shares, is bound by all the requirements specified for mandated iwi organisations in relation to those matters in the Māori Fisheries Act 2004.

4.3 Shareholding of Asset Holding Companies

The Trust Board must:

- (a) establish at least one Asset Holding Company;
- (b) ensure that each Asset Holding Company:
 - (i) does not undertake fishing or hold a fishing permit;
 - (ii) is and remains wholly owned and controlled by the Trust Board; and

- (iii) provides dividends solely to the Trust Board;
- (c) at all times hold all the shares in any Asset Holding Company;
- (d) not transfer any shares in any Asset Holding Company; and
- (e) always exercise the pre-emptive rights in relation to new shares or equity securities issued by any Asset Holding Company.

4.4 Trust Board to exercise strategic governance

The Trust Board must exercise strategic governance over:

- (a) each Corporate Entity; and
- (b) the process to examine and approve Corporate Entity Plans in accordance with Schedule 5.

4.5 Fishing Entities

If the Trust Board wishes to have its own fishing operation, utilising annual catch entitlement from any Settlement Quota to harvest, process or market fish, or to be involved in a joint venture for those purposes, it will establish a Fishing Entity to undertake those operations.

4.6 Extended powers

Without prejudice to the generality of sub-clause 4.1, the Trust Board may in its discretion exercise any one or more of the powers set out in Schedule 3 in pursuit of the Objects of the Trust Board.

4.7 Application of income or capital

The Trust Board may at any time, after payment of or provision for all costs, charges and expenses of the Trust Board in respect of the establishment, management and administration of the Trust Board, pay or apply all or any of the income or capital of the Trust Board to or for the furtherance of any one or more of the Objects.

4.8 Representatives have absolute discretion

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

4.9 Trust Board to act as Iwi Aquaculture Organisation

The Trust Board shall act on behalf of Te Arawa in relation to aquaculture claims and Aquaculture Assets under the Maori Commercial Aquaculture Claims Settlement Act 2004 (unless Schedule 11 applies), in respect of which the Trustees must act for the benefit of Te Arawa including:

- (a) directly receiving and holding, on behalf of Te Arawa, Aquaculture Assets allocated to Te Arawa by Te Ohu Kai Moana Trustee Limited in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004; and
- (b) entering into Aquaculture Agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Assets.

4.10 **Separate Aquaculture Enterprise**

If the Trust Board wishes to undertake commercial aquaculture activities (as that term is used in the Maori Commercial Aquaculture Claims Settlement Act 2004), it must establish an enterprise which is separate from, but responsible to, the Trust Board to undertake those activities, which may be the Asset Holding Company that receives the Settlement Quota and Income Shares.

5. **Resettlement**

5.1 **Power to resettle**

The Trust Board has the power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trust Board is for the further of any one or more of the Objects, the whole or any portion or portions of the capital or income of the Trust Fund provided that the resettlement is put and passed at a Representative Meeting as a Special Resolution.

6. **Representatives**

6.1 **Establishment Representatives**

The Establishment Representatives will hold office until the end of the Establishment Period.

6.2 **Non-replacement of Establishment Representatives**

If, during the Establishment Period, an Establishment Representative vacates office for whatever reason, no replacement will be elected until Elections are held at the first Election Meeting.

6.3 **Subsequent Representatives**

At Election Meetings, the Adult Registered Beneficiaries and Potential Adult Beneficiaries of each Te Arawa Rōpū will elect one person in accordance with Schedule 1, who must be an Adult Registered Beneficiary of the relevant Te Arawa Rōpū, to act as a Representative and to attend, speak and vote at Meetings. An Adult Registered Beneficiary cannot be elected as a Representative for more than one Te Arawa Rōpū at any given time.

6.4 **Proceedings of Representative Meetings**

The provisions relating to Representative Meetings are set out in Schedule 4.

7. **Duties of the Representatives**

7.1 **Fiduciary obligations**

All the Representatives must always act in accordance with their fiduciary duties and obligations.

7.2 Fundamental duty

The Representatives will administer the Trust Fund and liabilities of the Trust Board as kaitiaki for Te Arawa. In performing those duties each Representative will act in good faith and in a manner that:

- (a) is in furtherance of the Objects;
- (b) is consistent with tikanga; and
- (c) the Representative believes on reasonable grounds is in the best interests of Te Arawa.

7.3 Collective interest of Te Arawa

A Representative must not, when exercising powers or performing duties as a Representative, act or agree to act in a manner that unfairly prejudices or unfairly discriminates against any particular Te Arawa unless that Representative believes on reasonable grounds that the fundamental duty set out in sub-clause 7.2 requires such action and that the action will not breach the Representative's fiduciary duties and obligations.

7.4 Compliance with the Trust Deed

All Representatives must not act or agree to act in a manner that contravenes the Trust Deed.

7.5 Use of information and advice

Every Representative when exercising powers or performing duties as a Representative, may accept as correct, reports, statements, financial data and other information prepared, and professional or expert advice given by any of the following persons, to the extent only that the Representative acts in good faith, after reasonable enquiry when the need for enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted:

- (a) any Director or Employee of any Corporate Entity, whom the Representative believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) any professional or expert person in relation to matters that the Representative believes on reasonable grounds to be within that person's professional or expert competence; and
- (c) any other Representative or member of a committee upon which the Representative did not serve at the relevant time, in relation to matters within that other Representative's or committee member's designated authority.

7.6 Acceptance of liability by the Representatives

Each Representative accepts the duties, obligations and liabilities attaching to that office under the Trust Deed when he or she signs the Nomination Form.

7.7 Ratification of this Trust Deed

The Trust Board must ratify this Trust Deed in accordance with section 17(2) of the Māori Fisheries Act 2004, and hold a Ballot in accordance with Schedule 2 for that purpose and for the avoidance of doubt a Ballot Meeting shall not be required for the purpose of ratification.

8. Pecuniary profit and benefits and advantages

- 8.1 No private pecuniary profit shall be made by any person from the Trust Fund, except that (but subject to sub-clause 8.3):
- (a) each Representative will be entitled to an annual meeting fee in accordance with Schedule 9;
 - (b) each Representative may receive full reimbursement for all costs, charges and expenses properly incurred by the Representative in connection with the affairs of the Trust Board;
 - (c) the Representatives may pay reasonable and proper remuneration to any person or firm or company (including a Settlor and a Representative) in return for services actually rendered to the Trust Board;
 - (d) each Representative may be paid all usual professional, business or trade charges for services rendered, time spent and acts done by the Representative or by any firm or entity of which the Representative is a member, employee or associate in connection with the affairs of the Trust Board; and
 - (e) each Representative may retain any remuneration properly payable to the Representative by any company or other body or firm or undertaking with which the Trust Board may be in any way concerned or involved for which the Representative has acted in any capacity whatever, notwithstanding that the Representative's connection with that company or body or firm or undertaking is in any way attributable to the Representative's connection with the Trust Board.
- 8.2 The Representatives, in determining all reimbursements, remuneration and charges payable in terms of this Trust Deed, must ensure that the restrictions imposed by sub-clause 8.3 are strictly observed.
- 8.3 Notwithstanding anything to the contrary in this Trust Deed, no remuneration or benefit or advantage (regardless of whether it is convertible into money) or income of any of the kinds referred to in the sections set out in the second proviso to section CB 4(1)(e) of the Income Tax Act 1994 shall be paid or afforded to or received or gained or achieved or derived by any person (the **Determining Person**) if the second proviso to section CB 4(1)(e) of the Income Tax Act 1994 denies the Representatives an exemption from tax on income derived by the Representatives from the carrying on of any business by or on behalf of or for the benefit of the Representatives in the circumstances set out in sub-clause 8.4.
- 8.4 The circumstances referred to in sub-clause 8.3 are those in which the Determining Person is:
- (a) a settlor or a Representative of the Trust Board; or
 - (b) a shareholder or director of any company carrying on any business of or for the Trust Board; or
 - (c) a settlor or representative of any trust which is a shareholder of any company carrying on any business of or for the Trust Board; or
 - (d) an associated person (as defined by the Income Tax Act 1994) of any Representative or any such settlor, shareholder, director or representative,

and the Determining Person can, by virtue of being a Representative or such a settlor, shareholder, Director, representative or associated person, in any way (whether directly or indirectly) determine, or materially influence in any way the determination of, the nature or the amount of the remuneration or benefit or advantage or income referred to in sub-clause 8.3 or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by the Determining Person.

8.5 Sub-clause 8.3 does not apply if and to the extent that there is an exclusion from the application of the second proviso to section CB 4(1)(e) of the Income Tax Act 1994 by any law of New Zealand (whether that law is the Income Tax Act 1994 or otherwise).

8.6 A person, who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust Board or to any company by which any business of the Trust is carried on, be in breach of sub-clause 8.3.

9. **Kaunihera Koeke**

9.1 **Appointment to Kaunihera Koeke**

Koeke will be appointed to the Kaunihera Koeke in accordance with the process and on the terms set out in Schedule 10.

9.2 **Terms of appointment to Kaunihera Koeke**

The Kaunihera Koeke appointed pursuant to sub-clause 9.1 will be subject to such rules, regulations, meeting procedures and processes, as may be prescribed by the Trust Board from time to time.

9.3 **Role of Kaunihera Koeke**

The role of Kaunihera Koeke will be to advise the Trust Board or the Adjudicator, if requested in writing by the Trust Board or the Adjudicator, on:

- (a) tikanga, cultural, matauranga, whakapapa and te reo issues; and
- (b) such other matters as the Trust Board or the Adjudicator may determine.

9.4 **Status of advice of Kaunihera Koeke**

Any advice that the Kaunihera Koeke gives to the Trust Board or the Adjudicator is not binding on the Trust Board, except that the Recommendations Report is binding on the Trust Board.

10. **Obligations and powers of Corporate Entities**

10.1 **Role of Corporate Entities**

The role of the Corporate Entities is set out in Schedule 5.

10.2 **Approval of Corporate Entity Plan**

Each Corporate Entity Plan must be considered and approved by the Trust Board. The approval procedure is set out in sub-clauses 3.2 to 3.4 of Schedule 5.

10.3 Powers of Corporate Entities

Subject to any limitations expressed in the constitution, if any, of the Corporate Entity, each Corporate Entity will have the powers necessary to fulfil its role and functions.

11. Representative committees

11.1 Power to appoint committees

Subject to clause 7, the Trust Board may appoint a committee from time to time, comprising some or all of the Representatives (other than the Chairperson), on such terms of appointment, and subject to such rules, regulations, meeting procedures and processes, as may be prescribed by the Trust Board from time to time and delegate to that committee any executive, administrative or other functions that may properly be conducted by the Trust Board.

12. Beneficiaries Registration Committee

12.1 Appointment of the Beneficiaries Registration Committee

The Trust Board will appoint the Beneficiaries Registration Committee.

12.2 Role of the Beneficiaries Registration Committee

The Beneficiaries Registration Committee shall:

- (a) consider all applications submitted for registration on the Beneficiaries Register made on the Registration Form; and
- (b) verify, by accepting or declining the application, whether any applicant is Te Arawa.

12.3 Approval of Application for Registration

Upon approval of the application for registration by the Beneficiaries Registration Committee, the Trust Board shall record the applicant's details on the Beneficiaries Register.

12.4 Notification and appeal

Within twenty (20) Business Days of notification by the Beneficiaries Registration Committee to the applicant of any decision of the Beneficiaries Registration Committee to decline his or her application, such notification to include the reasons for the decision, the applicant may appeal the decision by written application to the Secretary on the form prescribed from time to time by the Representatives.

12.5 Appeal to Representatives

Any appeal lodged in accordance with sub-clause 12.4 shall be heard by the Trust Board, in accordance with the principles of natural justice, and the decision of the Trust Board shall be final.

12.6 Register on Trust Deed Date

For the avoidance of doubt, all persons recorded on the register of Te Arawa maintained by the Trust Board before the Trust Deed Date will be duly registered on the Beneficiaries Register on the Trust Deed Date.

13. Records

13.1 Minutes

The Trust Board will maintain minutes of all proceedings of its Meetings and all such minutes will be entered or maintained in registers kept for that purpose.

13.2 Signed minute evidence

Any minute signed by the Chairperson or other person chairing the Meeting is to be evidence of the proceedings of that Meeting.

13.3 Register of resolutions of the Trust Board

There is to be kept, at the Head Office, a register that will incorporate a printed or typewritten copy of every Special Resolution and Ordinary Resolution passed at a Meeting. That copy is to be signed by the Chairperson or other person chairing the Meeting concerned and is to be filed in the register no later than ten (10) Business Days after the Meeting.

13.4 Representative Register

The Representative Register is to be kept at the Head Office, which will have the names, addresses, telephone and facsimile numbers and email addresses (if relevant) of the Representatives.

13.5 Beneficiaries Register

The Trust Board will:

- (a) establish the Beneficiaries Register;
- (b) ensure that the Beneficiaries Register is regularly updated and maintained; and
- (c) make ongoing efforts to register all Te Arawa and keep the Beneficiaries Register current.

13.6 Access to the Beneficiaries Register

The Beneficiaries Register is available for inspection by any Registered Beneficiary who can view their own registration details, and is also available for inspection by a parent or legal guardian who may view the registration details of any child, ward or other dependant under eighteen (18) years of age who was registered by that parent or legal guardian.

13.7 Inspection of records and registers

A copy of this Trust Deed, the minutes register, the register containing the copies of Special Resolutions and Ordinary Resolutions and the Representative Register will, during normal business hours (subject to sub-clause 13.9 and such reasonable restrictions as the Trust

Board may impose) so that no less than two hours in each Business Day be allowed for inspection, each be open for inspection by any Registered Beneficiary.

13.8 Request for copies

Any Registered Beneficiary is entitled (subject to sub-clause 13.9 and such reasonable restrictions as the Trust Board may impose) to be provided, no later than seven Business Days after receipt by the Head Office of a written request from a Registered Beneficiary with:

- (a) a copy of any minute;
- (b) a copy of any resolution in the register of resolutions;
- (c) a copy of any entry in the Representative Register;
- (d) a copy of this Trust Deed; or
- (e) copies of any Annual Plan, Annual Report or Corporate Entity Report,

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

13.9 Sensitive information

- (a) Other than as required by law, the Trust Board may at its discretion, limit the disclosure to Registered Beneficiaries of any Confidential Information included in the minutes and register of resolutions. For the avoidance of doubt the provisions of this sub-clause 13.9 do not apply to the availability of the Representative Register.
- (b) The Representatives will not at any time use or disclose to any person (other than as authorised by this Deed) any Confidential Information.
- (c) Nothing in sub-clause (b) prohibits the disclosure of the Confidential Information:
 - (i) which is or becomes part of the public domain through no act or omission of the Representative;
 - (ii) by operation of law provided that a Representative has taken all practicable legal steps to prevent such disclosure;
 - (iii) by a Representative with the prior approval in writing of the Trust Board; and
 - (iv) a Representative to a Corporate Entity provided that the Representative procures that the Corporate Entity protects that Confidential Information on the same terms as this sub-clause 13.9.

14. Liability, indemnity and insurance

14.1 Limitation of liability

No Representative is liable for the consequence of any act or omission or for any loss unless the consequence or loss is attributable to his or her dishonesty or to the wilful commission by him or her of any act known by him or her to be a breach of trust or to the wilful omission by him or her of any act when the omission is known by him or her to be a breach of trust.

14.2 Action by the Trust Board

The Trust Board may indemnify or provide insurance for any person who is a Representative, Secretary or Joint Secretary in respect of any costs incurred by that person in any proceedings:

- (a) brought by the Trust Board against that person in his or her capacity as Representative, Secretary or Joint Secretary (as the case may be); and
- (b) in which judgement is given in that person's favour, or he or she is acquitted, or relief is granted to him or her by the Court.

14.3 Action by a third party

The Trust Board may indemnify or provide insurance for any person who is a Representative, Secretary or Joint Secretary in respect of any costs incurred by that person in any proceedings:

- (a) brought by any person other than the Trust Board against that person in his or her capacity as Representative, Secretary or Joint Secretary (as the case may be); and
- (b) which do not result from a failure by that Representative, Secretary or Joint Secretary (as the case may be) to act in good faith in a manner that he or she believes on reasonable grounds to be in the best interests of Te Arawa.

14.4 Record of indemnity

The Trust Board will ensure that particulars of any indemnity given to or insurance provided for any person under sub-clauses 14.2 and 14.3 are recorded in the minutes of the Meeting at which that indemnity or insurance is approved.

14.5 Past and future

In this clause 14:

- (a) **Representative** includes a former Representative;
- (b) **Secretary** includes a former Secretary;
- (c) **Joint Secretary** includes a former Joint Secretary;
- (d) **indemnity** includes relief or excuse from liability; and
- (e) **proceedings** includes civil, criminal and administrative proceedings.

15. Signing and secretary

15.1 Signing contracts and deeds

Whenever the Trust Board needs to sign or attest any agreement, contract, or deed that has been approved pursuant to a resolution of the Trust Board, it will be sufficient for that agreement, contract or deed to be signed or attested by any three (3) of the Representatives, provided that one of the signing or attesting parties is the Chairperson.

15.2 **Secretary**

The Trust Board will appoint a person as Secretary to carry out administrative duties for the Trust Board in relation to its activities and those of any committees for such term at such remuneration and upon such conditions as it may from time to time prescribe, and any Secretary may be removed at any time by the Trust Board from that office.

15.3 **Joint Secretary**

The Trust Board may appoint a second person to act as Joint Secretary and to carry out the secretarial functions jointly with the Secretary or in the absence of the Secretary. The duties and obligations of the Joint Secretary will be similar in every respect to those of the Secretary. Any Joint Secretary may be removed at any time by the Trust Board from that office.

16. **Accounts and audit**

16.1 **Account Date**

The Account Date is to be such date as the Trust Board may from time to time designate.

16.2 **Keeping of accounting records**

The Trust Board will cause proper accounting records to be kept and reflected in the Annual Accounts:

- (a) in respect of the business and activities of each Corporate Entity to a standard that accords with that prescribed by Section 194 of the Companies Act 1993 and Section 53 of the Securities Act 1978 or such other standards as the Trust Board may from time to time prescribe; and
- (b) in respect of the business and activities of the Trust Board to a standard that, insofar as is practicable, accords with that from time to time prescribed by these clauses for the Corporate Entities.

16.3 **Appointment of Corporate Entity Auditors**

The Trust Board will cause the same firm of auditors to be appointed by each Corporate Entity in accordance with Section 196 of the Companies Act 1993 to audit each of the Corporate Entity Accounts.

16.4 **Appointment of Auditors to the Trust Board**

The Trust Board will cause the same firm of auditors that is appointed as auditors to the Corporate Entities, to be auditors of the Trust Board and to audit the Trust Board Accounts and will (subject to the agreement of the Auditors) cause them to continue in their appointment as auditors of the Trust Board for so long as the Auditors remain Auditors to the Corporate Entities.

17. **Reports**

17.1 **Accountability**

The Trust Board is accountable for its performance to Te Arawa, including Te Arawa not living within its territory, and therefore has reporting responsibilities in relation to:

- (a) its own performance; and
- (b) the performance of each Corporate Entity,

in accordance with this clause 17.

17.2 Annual Report to be approved

No later than thirty (30) Business Days before each Annual Meeting, the Trust Board will finalise and approve the Annual Report for the Financial Year immediately preceding the Financial Year in which that Annual Meeting is held.

17.3 Availability of reports

Provided that the Trust Board is satisfied on reasonable grounds that a written request is made by a Te Arawa individual, the Trust Board will cause the following documents in respect of the relevant Financial Year to be sent to any Te Arawa individual on request in writing:

- (a) the Annual Accounts;
- (b) the Annual Report;
- (c) the Annual Plan; and
- (d) each Corporate Entity Report.

17.4 Availability of Annual Report

The Trust Board will cause the Annual Report for the preceding Financial Year to be made available to the Registered Beneficiaries on written request at least twenty (20) Business Days before the next Annual Meeting.

17.5 Disclosure of sensitive information

Other than as required by law, the Trust Board may, in its discretion, limit the disclosure to the Registered Beneficiaries of any Confidential Information.

18. Review of Trust Board and Corporate Entities

18.1 Review

From time to time, the Trust Board will consider the need for a review of the Trust Board and the Corporate Entities.

18.2 Review process

If the Trust Board considers in its absolute discretion that a review under sub-clause 18.1 should be undertaken, that review may, unless the Trust Board decides otherwise in its absolute discretion after taking into account the timing, extent and nature of the review:

- (a) consider any or all of the matters specified in clause 2 of Schedule 6;
- (b) include an independent viewpoint; and

- (c) be conducted in accordance with the procedure specified in clause 3 of Schedule 6.

19. Review outcomes

19.1 Implementation of review report by Trust Board

Following the completion of a review undertaken pursuant to sub-clause 18.1, the Trust Board will:

- (a) consider the recommendations arising out of that review (including any written report setting out those recommendations); and
- (b) decide, after taking into account any comments made by any Corporate Entities under review, whether to adopt any or all of those recommendations.

19.2 Compliance with this Trust Deed

To the extent that any amendments are required to be made to this Trust Deed as a result of any review they must be made in accordance with clause 21.

20. Amending number of Te Arawa Rōpū

20.1 Amending number of Te Arawa Rōpū

As at the Trust Deed Date, the maximum number of Te Arawa Rōpū that elect Representatives to the Trust Board is eleven (11). This clause 20 sets out the manner in which there may be additions to the Te Arawa Rōpū that elect Representatives.

20.2 Application to amend number of Te Arawa Rōpū

- (a) Subject to sub-clause 20.10, an Application may be made to the Trust Board by an Applicant who considers there should be an addition to the Te Arawa Rōpū that elects Representatives. The Application must be in writing and in the form and terms set out in Schedule 8.
- (b) The Application must:
 - (i) request that the Adjudicator consider the Application;
 - (ii) provide evidence that demonstrates that the criteria listed in sub-clause 20.3 are met;
 - (iii) include the signatures of ten percent (10%) or one hundred (100) (whichever is the greater) of the Adult Registered Beneficiaries and Potential Adult Beneficiaries who claim affiliation to the group that the Application requests be added as a Te Arawa Rōpū; and
 - (iv) include any other matters the Applicant considers relevant.

20.3 Criteria

The Application must include evidence illustrating the following criteria being met by the group that the Application requests be added:

- (a) an eponymous ancestor who was on the Te Arawa waka or a descendant of one who was;
- (b) a marae;
- (c) hapū;
- (d) a land base;
- (e) the distinction between the Te Arawa Rōpū that the Application requests be added and other Te Arawa Rōpū; and
- (f) recognition by Te Arawa Rōpū as warranting an addition to the number of Te Arawa Rōpū that elects Representatives to the Trust Board.

20.4 Appointment by the Trust Board of Adjudicator and assistant

Within thirty (30) Business Days of receiving an Application the Trust Board must:

- (a) appoint the Adjudicator in accordance with sub-clause 20.5; and
- (b) provide the Application to the Adjudicator.

The Trust Board may appoint one (1) or more additional persons who have knowledge of relevant tikanga Māori or other expertise for the purpose of assisting the Adjudicator or providing advice on the Application.

20.5 Criteria for the appointment of the Adjudicator

The Adjudicator to be appointed by the Trust Board will be:

- (a) a retired Māori Land Court judge or a practicing barrister or solicitor of not less than seven (7) years post-admission experience in dealing with Māori issues;
- (b) have experience in, and an understanding of, tikanga Māori; and
- (c) be independent from the Applicant and the Trust Board.

20.6 Process of Adjudication

- (a) Within fifteen (15) Business Days of receiving the Application the Adjudicator will give a notice, in the appropriate media, in any area containing significant concentrations of Adult Registered Beneficiaries of:
 - (i) the existence of the Application;
 - (ii) details of where a copy of the Application can be obtained;
 - (iii) the date by which written submissions on the Application are to be received by the Adjudicator, such date to be no later than ninety (90) Business Days after the date of the notice; and
 - (iv) the opportunity for oral submissions to be heard by the Adjudicator.
- (b) The Adjudicator will:

- (i) review the Application and any written submissions received pursuant to sub-clause 20.6(a)(iii);
- (ii) set a date for, and hear, any oral submissions on the Application;
- (iii) if necessary, seek advice from the Kaunihera Koeke on whether or not it is inconsistent with tikanga for the group that the Application relates to be added as a Te Arawa Rōpū such advice to be non-binding on the Adjudicator;
- (iv) assess:
 - (A) the estimated costs;
 - (B) the perceived benefits; and
 - (C) any perceived disadvantages, of adding a group to the list of Te Arawa Rōpū; and
- (v) provide a Recommendations Report to the Trust Board.

20.7 Recommendations Report

The Recommendations Report must state:

- (a) whether or not the Adjudicator is satisfied that the Application satisfies the criteria set out in sub-clause 20.3;
- (b) the Adjudicator's findings on the matters he or she has considered under sub-clause 20.6(b); and
- (c) whether the Adjudicator considers that the group to which the relevant Application relates should be added to the Te Arawa Rōpū represented on the Trust Board.

20.8 Decisions of the Adjudicator

A decision of the Adjudicator (whether in favour of or against the addition of a Te Arawa Rōpū) recorded in the Recommendations Report will be binding on the Trust Board.

20.9 Cost of Application

The reasonable costs (including legal costs) to the Trust Board of the Application to add to the Te Arawa Rōpū that elect Representatives are to be met by the Applicant.

20.10 Indemnity to the Trust Board

The Trust Board must be satisfied, in its absolute discretion, that the Applicant will indemnify the Trust Board or cause the Trust Board to be indemnified in respect of any costs incurred by the Trust Board in any proceedings:

- (a) brought against the Representatives, in relation to the Application; and
- (b) in which judgement is given in the Representatives' favour, or the Representatives are acquitted, or relief is granted to the Representatives by the Court.

20.11 **Withdrawal of Te Arawa Rōpū**

If a Te Arawa Rōpū wishes to withdraw from the Trust Board it must do so in accordance with Schedule 11.

21. **Amendment of Trust Deed**

21.1 **Clauses that cannot be changed**

No resolution, whether purporting to be passed as a Special Resolution or in any other form, is to be of any effect if it is designed to vary or would have the effect of varying any of the provisions of clause 3, sub-clause 5.1, sub-clauses 21.1 to 21.3, clause 23 or any other clause if such variation would enable a payment or application of any part of the Trust Fund in a manner that is inconsistent with the Objects.

21.2 **Changes to the Trust Deed generally**

Subject to sub-clauses 21.1 and 21.3, the Trust Board has power to amend, revoke or add to the provisions of this Trust Deed provided that the amendment is passed by way of a Special Resolution.

21.3 **Other changes to the Trust Deed**

Subject to sub-clauses 21.1 and 21.5, after the MIO Date the Trust Board has power to amend, revoke or add to the provisions of the Trust Deed that relate to matters provided for by or under the Māori Fisheries Act 2004 provided that:

- (a) the amendment is not inconsistent with any provision of the Māori Fisheries Act 2004;
- (b) the amendment is presented and considered at an Annual Meeting or Special Meeting; and
- (c) the Adult Registered Beneficiaries and Potential Adult Beneficiaries resolve by a majority vote in a Ballot held in accordance with Schedule 2 that the amendment is for the furtherance of the Objects.

21.4 **Changes proposed by Te Arawa**

Individuals of Te Arawa may submit to the Trust Board in writing proposals to amend, revoke or add to the provisions of this Trust Deed for the consideration of the Representatives.

21.5 **Changes within 2 years of MIO Date**

Amendments, revocations or additions under sub-clause 21.3 must not be made earlier than two (2) years after the MIO Date unless they are required as a consequence of a rule made or amended under section 25 of the Māori Fisheries Act 2004.

22. **Disputes resolution process**

22.1 **Dispute determined in accordance with this clause**

Unless otherwise specifically provided for in this Trust Deed, any dispute between Adult Registered Beneficiaries, Potential Adult Beneficiaries and the Trust Board (the **Disputing Parties**) relating to matters arising under the Māori Fisheries Act 2004 will be determined in

accordance with this clause. For the avoidance of doubt this clause only applies to disputes between the Trust Board and individual Adult Registered Beneficiaries and Potential Adult Beneficiaries.

22.2 **Good faith**

The Disputing Parties agree to use the dispute process set out in this clause in good faith.

22.3 **Notice of dispute**

A Disputing Party will as soon as reasonably practical give the other Disputing Party notice of any dispute to which this clause relates.

22.4 **No resolution within 10 Business Days**

If the dispute is not resolved within 10 Business Days after a notice is given by a Disputing Party under sub-clause 22.3, a Disputing Party may by written notice served on the other Disputing Party require the dispute to be referred to a qualified mediator to be agreed by the Disputing Parties, or failing agreement within ten (10) Business Days, to be appointed by the Registrar of the Māori Land Court or its successor.

22.5 **Referral to mediation**

In the event of a referral to mediation:

- (a) the mediator shall be deemed not to be acting as an expert or as an arbitrator;
- (b) the mediator shall determine the procedure and timetable for the mediation; and
- (c) the cost of the mediation shall be shared equally between the Disputing Parties (unless the mediator holds otherwise).

22.6 **Parties bound by mediator's decision**

Except in the case of manifest error by the mediator, the Disputing Parties agree to be bound by the decision agreed to in the mediation, as evidenced by the written report of the mediator.

22.7 **Issue proceedings**

No Disputing Party may issue legal proceedings (other than for urgent interlocutory relief) in respect of any dispute to which this clause 22 relates, unless that party has first taken all reasonable steps to comply with this clause 22.

23. **Winding up**

The Trust Board may at any time wind up the Trust. On the winding up the Trust Board will pay or apply such of the capital and income of the Trust Fund as then remains towards the furtherance within New Zealand of such of the Objects as the Trust Board determines. If the Representatives cannot agree, the income and capital will be paid or applied to such of the Objects as a judge of the High Court of New Zealand directs.

24. **Governing law**

The Trust will be governed by and construed in accordance with the laws of New Zealand.

Execution

Executed as a deed

SIGNED by **AWHI AWHIMATE** in)
the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **DONALD MAIRANGI**)
BENNETT in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **WHAIMUTU KENT**)
DEWES in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **TANGIHAERE**)
MARJORIE DODD in the presence)
of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **WILLIAM GRAHAM**)
WHAKATAKI EMERY in the)
presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **HOHEPA KAIAWHA**)
HEKE in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **FRANK WAIRANGI**)
HIMAPIRI MAIKA in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **TE POROA MALCOLM**)
in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **PUNOHU VERVIES**)
McCAUSLAND in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **KIRI POTAKA-DEWES**)
in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **RONALD HENRY**)
ROBERTS in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **SONNY SEWELL** in)
the presence of:)

Witness Signature

Name:
Occupation:
Residence:

SIGNED by **TEIA JOHN WILLIAMS**)
in the presence of:)

Witness Signature

Name:
Occupation:
Residence:

Schedule 1: Election and removal of Representatives

1. Number and term of Representatives after the Establishment Period

1.1 Election Meetings

This schedule applies to the election of Representatives by way of Postal Vote by the Election Date.

1.2 Number of Representatives

At any point in time there shall be one Representative for each Te Arawa Rōpū.

1.3 Term of office

Subject to sub-clause 1.6 and clause 4, the Representatives for all Te Arawa Rōpū shall be elected by the same Election Date and the term of each Representative is for the Elected Term.

1.4 Frequency of Elections

Elections for Representatives for all Te Arawa Rōpū shall be held by Postal Vote by the Election Date.

1.5 Early termination of office by Representative

In the event that a Representative vacates or is otherwise removed from office prior to the expiration of the Elected Term the Trust Board will co-opt as a Co-opted Representative the second highest polling Nominee from the most recent Election for the relevant Te Arawa Rōpū. A Co-opted Representative will hold office as a Representative for the balance of the Elected Term.

1.6 Early termination of office by Representative and Co-opted Representative

In the event that both the Representative and Co-opted Representative for the Te Arawa Rōpū vacate or are otherwise removed from office before the expiry of the Elected Term, or the Co-opted Representative is unavailable to take office when called upon, the next highest polling candidate from the most recent Election for the relevant Te Arawa Rōpū will be deemed the Representative until the next Election.

1.7 Special Election

Subject to sub-clause 1.8, the Trust Board must call a Special Election for a Te Arawa Rōpū:

- (a) if:
 - (i) both the Representative and the Co-opted Representative for that Te Arawa Rōpū are removed from office, or vacate, before the expiry of the Elected Term, or the Co-opted Representative is unavailable to take office when called upon; and

- (ii) the next highest polling candidate from the most recent Election for that Te Arawa Rōpū is unavailable; or

(b) if requisitioned in accordance with sub-clause 8.1 of Schedule 4 of this Trust Deed.

1.8 Notice of Special Election

If a Special Election is required the Trust Board shall give an Election Notice to notify Registered Adult Beneficiaries of a Special Election to elect a new Representative for the relevant Te Arawa Rōpū within twenty (20) Business Days after the Representative and Co-opted Representative vacate (or, in the case of a Co-opted Representative, is unavailable) or are otherwise removed from office or receipt of a written request pursuant to sub-clause 1.7(b) of this Schedule provided that no Special Election shall be held during the Establishment Period or if there is less than six (6) months of an Election Term left to run.

1.9 Term of office if early termination

Any Representative elected in accordance with sub-clause 1.8 shall hold office for the balance of the Elected Term.

2. Restriction on Representatives

2.1 Certain persons prohibited from holding office

No person is permitted to be a Representative if he or she is a person to whom one of sub-clauses 4.1(a) to (i) applies.

2.2 Certain persons prohibited from holding office

At any one time, no more than forty percent (40%) of the people elected as Representatives may be Employees or Directors of any Corporate Entity and no more than forty percent (40%) of Employees or Directors of any Corporate Entity may be elected as Representatives.

3. Election procedure for the Representatives after the Establishment Period

3.1 Voting

Every Election shall be by way of ballot of Adult Registered Beneficiaries and Potential Adult Beneficiaries for each Te Arawa Rōpū, with votes to be cast on the Voting Date on an Election Voting Slip by Postal Vote addressed to the Returning Officer.

3.2 Number of votes

Each Adult Registered Beneficiary and Potential Adult Beneficiary is entitled to vote for one (1) Nominee for the Te Arawa Rōpū that they have nominated on their Registration Form for voting purposes.

3.3 Notice of Elections

At least thirty five (35) Business Days before the Voting Date, the Trust Board will give an Election Notice in the appropriate media in any area containing significant concentrations of Adult Registered Beneficiaries.

3.4 **Nomination Form**

Each person who is nominated to the office of Representative must sign a Nomination Form declaring that he or she is:

- (a) not precluded from holding office;
- (b) willing to be a Representative if elected; and
- (c) willing to be a Co-opted Representative if for some reason the relevant Representative vacates or is otherwise removed from office before the expiry of the Elected Term,

before his or her name will be entered on any Election Voting Slip used for any Election.

3.5 **One nomination**

In the event that only one (1) Nomination Form is received by the Trust Board for the position of Representative for any particular Te Arawa Rōpū, the person nominated in that Nomination Form shall be deemed to be duly elected as the Representative for that Te Arawa Rōpū. Where a person deemed to be duly elected as a Representative vacates or is otherwise removed from office before the expiry of the Elected Term the Trust Board must call a Special Election for the relevant Te Arawa Rōpū. Where a Special Election is required the Trust Board shall give an Election Notice calling for a Special Election for a new Representative for the relevant Te Arawa Rōpū within twenty (20) Business Days after the Representative vacates or is otherwise removed from office provided that no Special Election shall be held if there is less than six (6) months of an Election Term left to run.

3.6 **Postal voting**

No less than twenty (20) Business Days prior to the taking of a vote in an Election, the Trust Board shall send an Election Voting Slip and an Election Notice to all Adult Registered Beneficiary or any Potential Adult Beneficiaries.

3.7 **Exercise of vote**

Votes by Adult Registered Beneficiaries must be validly cast on an Election Voting Slip and must be received by the Returning Officer on or before 5.00pm on the Election Date.

3.8 **Potential Adult Beneficiaries' votes**

The Beneficiaries Registration Committee must verify all Potential Adult Beneficiary Registrations at least five (5) working days before Election Voting Slips are sent to Adult Registered Beneficiaries..

3.10 **Returning Officer**

The Returning Officer will be responsible for receiving and counting all votes cast in every Election.

3.11 **Counting of votes**

On completion of the voting in an Election the Returning Officer shall:

- (a) reject as informal:

- (i) any Election Voting Slip for which there is reasonable cause to believe that it was not prepared by the Trust Board for the purposes of the Election; and
- (ii) any Election Voting Slip that does not clearly indicate the Nominee for which the voter intended to vote,

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

(b) then:

- (i) count the number of votes cast in an Election received by each Nominee; and
- (ii) count the number of votes rejected as informal;

(c) then make the Declaration in writing within ten (10) Business Days of the Voting Date stating:

- (i) the number of Election Voting Slips received, the number of votes received for each Nominee, and the number of Election Voting Slips rejected as informal; and
- (ii) the Nominee who received the highest number of votes to be the Representative for the respective Te Arawa Rōpū and the Nominee who received the second highest number of votes to be eligible to be co-opted as a Co-opted Representative if required; and

(d) within ten (10) Business Days of the Voting Date, forward the Declaration to the Trust Board.

3.12 Notification

Upon receipt by the Trust Board of the Declaration, the Trust Board shall give notice in the appropriate media in any area containing significant concentrations of Adult Registered Beneficiaries of the result of the Election within fifteen (15) Business Days of the date of the Declaration.

3.13 Transitional period

There will be a transitional period from the date the Election Notice is given until the date of the Declaration. During this period the Representatives will continue to act in the ordinary course of business but will not do anything outside of the ordinary course of business.

4. Ceasing to be a Representative

4.10 Ceasing to act

A person shall cease to be a Representative if the Representative (as the case may be):

- (a) resigns or retires by written notice to the other Representatives;
- (b) dies;
- (c) refuses or is unable to act in his or her capacity as a Representative;

- (d) is a bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 111 of the Insolvency Act 1967;
- (e) is a person who has been convicted of any offence punishable by a term of imprisonment of two or more years;
- (f) is a person who is disqualified from being a director of a company under section 199K of the Companies Act 1955 or section 382 of the Companies Act 1993;
- (g) is a person in respect of whom an order has been made under section 199L of the Companies Act 1955 or section 383 of the Companies Act 1993;
- (h) is a person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
- (i) is a person who is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.

4.11 **Failure to attend Meetings**

A Representative will cease to hold office if the Representative fails to attend four (4) consecutive Meetings without reasonable excuse.

Schedule 2: Ballot process for approval by Adult Registered Beneficiaries and Potential Adult Beneficiaries

1. Application of this Schedule

This Schedule applies to a Ballot held:

- (a) pursuant to clause 21.3 of the Trust Deed, in relation to certain amendments to the Trust Deed;
- (b) pursuant to clause 5 of the Trust Deed, in relation to resettlement of the whole or any portion or portions of the capital or income of the Trust Fund;
- (c) pursuant to sub-clause 4.2 of the Trust Deed, in relation to the disposal of Fisheries Assets;
- (d) pursuant to sub-clause 7.7 of the Trust Deed, in relation to the ratification of the Trust Deed.

2. Voting Process

2.1 Voting

Every vote to which this Schedule applies shall be held by way of Ballot of all Adult Registered Beneficiaries with votes to be cast by the Voting Date on a Ballot Slip addressed and sent to the Returning Officer.

2.2 Notice of Ballot

No less than twenty (20) Business Days prior to the Voting Date, the Trust Board will give a Ballot Notice in the appropriate media in any area containing significant concentrations of Adult Registered Beneficiaries.

2.3 Ballot Slips

No less than 20 Business Days prior to the Voting Date, the Trust Board shall send a Ballot Slip and a copy of the Ballot Notice to all Adult Registered Beneficiaries and Potential Adult Beneficiaries that have requested a Postal Vote.

2.4 Exercise of vote

Votes by Adult Registered Beneficiaries and Potential Adult Beneficiaries must be validly cast on a Ballot Slip and must be received by the Returning Officer on or before 5.00pm on the day Election Date.

2.5 Returning officer

The Returning Officer will be responsible for receiving and counting all votes cast, in accordance with this Schedule.

2.6 Counting of votes

On completion of a ballot held in accordance with this Schedule 2 the Returning Officer shall:

- (a) reject as informal:
 - (i) any Ballot Slip for which there is reasonable cause to believe that it was not prepared by the Trust Board;
 - (ii) any Ballot Slip that does not clearly indicate whether the voter intended to vote for or against any proposed resolution, and

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

- (b) then:
 - (i) count the number of votes cast; and
 - (ii) count the number of votes rejected as informal;
- (c) then make the Declaration in writing within ten (10) Business Days of the Voting Date stating:
 - (i) the number of Ballot Slips received, the number of votes received in favour of each proposed resolution, the number of votes received against each proposed resolution, and the number of Ballot Slips rejected as informal; and
 - (ii) whether each proposed resolution has been passed by a sufficient majority of Adult Registered Beneficiaries; and
- (d) within ten (10) Business Days of the Voting Date, forward the Declaration to the Trust Board.

2.7 Notification

Upon receipt by the Trust Board of the Declaration, the Trust Board shall give notice in the appropriate media in any area containing significant concentrations of Adult Registered Beneficiaries of the result of the ballot within fifteen (15) Business Days of the date of the Declaration.

2.8 Potential Adult Beneficiaries

No vote cast by any Potential Adult Beneficiary shall be valid unless his or her application for registration is approved by the Beneficiaries Registration Committee in accordance with clauses 12.2 and 12.3 of the Trust Deed.

Schedule 3: Extended powers of the Trust Board

1.1 The Trust Board will have the following powers:

- (a) to purchase and hold Property;
- (b) to lease Property;
- (c) to grant leases of Property;
- (d) to accumulate the income of the Trust Fund;
- (e) to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trust Board or falling due in future;
- (f) to carry on any business or venture in order to fulfil the functions and purposes of the Trust Board, including:
 - (i) to incorporate or form (whether by themselves or with others) a company or partnership or joint venture to carry on the business or venture;
 - (ii) to hold shares or equity in that company or partnership or joint venture;
 - (iii) to use in the company or partnership or joint venture any Property that is part of the Trust Fund; and
 - (iv) to be directors or partners or parties of or to that company or partnership or joint venture;
- (g) in relation to any company or other body (whether incorporated or unincorporated) or chose in action or fund:
 - (i) to appoint directors or trustees, decision-makers, controllers, officers or employees of it;
 - (ii) to consent to any reorganisation or reconstruction of it or dealing with it and any increase or reduction of the capital of it; and
 - (iii) to provide out of the Trust Fund further capital for it whether by advances, loans, deposits, grants, contributions or otherwise (with or without security) or by taking further securities in it;
- (h) to enter into contracts for the provision of services to fulfil the functions and purposes of the Trust Board;
- (i) to open and maintain a bank account and to decide who will be the signatories to that account;
- (j) in relation to any share or other security that is part of the Trust Board:
 - (i) to exercise any voting or controlling or decision-making rights or powers attaching to it; and
 - (ii) to concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;

- (k) to obtain incorporation or registration of the Trust Board in accordance with any law from time to time in force relating to charitable trusts;
- (l) to appoint or engage or employ any person or company (including any of the Representatives) for any period:
 - (i) as an expert or professional person or the Trust Board to advise on or carry out any of the trusts and powers authorised by this Trust Deed; or
 - (ii) as a manager or agent for or on behalf of the Representatives in all or any matters relating to the management and the control of the Trust Board, and any business owned by the Representatives or in which they are concerned; or
 - (iii) as Secretary; or
 - (iv) as an employee of the Representatives in all or any matters relating to the Trust Board;
- (m) to act upon any opinion or advice or information obtained from a person or the Trust Board referred to in paragraph (l)(i) of this clause;
- (n) to determine all questions and matters of doubt that may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust Board, or to apply for directions under section 66 of the Trustee Act 1956;
- (o) generally to do all such other lawful acts and things that are incidental or conducive to fulfilling the functions and purposes of the Trust Board; and
- (p) to pay from the Trust Fund any reasonable costs or expenses incurred in the course of the Representatives discharging, carrying out or exercising any of their duties and powers.

Schedule 4: Meetings

1. Annual Meeting

- 1.1 The Trust Board will hold an Annual Meeting within twelve (12) months of the MIO Date, or within three (3) years of the Trust Deed Date, whichever is earlier.
- 1.2 Subject to sub-clause 1.1, the Trust Board will in each calendar year hold an Annual Meeting in addition to any other Meetings held in that year and will specify that Meeting as such in the notice convening it. No more than fifteen (15) months is to elapse between the date of one Annual Meeting and the next.
- 1.3 The purpose of the Annual Meeting will be:
- (a) to receive the Annual Accounts for the Financial Year just completed;
 - (b) to appoint the Auditors;
 - (c) to consider such other matters as the Representatives may deem appropriate;
- and in the open forum of a Hui-a-Iwi of Registered Beneficiaries to:
- (d) consider the Annual Report;
 - (e) consider the Annual Plan;
 - (f) consider any Corporate Entity Report;
 - (g) consider any proposal by the Trust Board or any relevant Corporate Entity to re-organise the Fisheries Assets;
 - (h) consider any proposal to change the Trust Deed or the constitution of any Corporate Entity; and
 - (i) constitute the forum in which the Registered Beneficiaries may raise and debate such other issues as they may wish.
- 1.4 For the avoidance of doubt, voting by Adult Registered Beneficiaries at an Annual Meeting must be conducted in accordance with Schedule 2.

2. Ballot Meeting

- 2.2 A Ballot under Schedule 2 of the Trust Deed may be held at an Annual Meeting.

4. Regular Meeting

In addition to the Annual Meeting, the Trust Board may in the course of any Meeting, agree to convene one or more Regular Meetings on a date or dates that they in their discretion fix.

5. Special Meeting

Any Meeting that is requisitioned by the Chairperson, or a group of the Representatives under sub-clause 8.1 will be a Special Meeting and the Trust Board will specify that Meeting as such in the notice calling it.

6. Time and place of Meetings

All Annual Meetings, Regular Meetings and Special Meetings will, subject to the provisions of this Trust Deed, be held at such date, time and venue as the Trust Board appoints.

7. Election of Chairperson

- 7.1 The Trust Board will elect by majority vote one of the Representatives to the office of Chairperson. Subject to clause 7.3, a person elected to the office of Chairperson will hold that office until whichever is the earlier of his or her ceasing to be a Representative or the third anniversary of his or her appointment to that office.
- 7.2 A Representative retiring from the office of Chairperson will be entitled to offer themselves for subsequent election to that office provided that only Representatives can hold the office of Chairperson.
- 7.3 The Trust Board may by Ordinary Resolution determine that the period of appointment to the office of Chairperson under clause 7.1 is to be more or less than three (3) years and may by Ordinary Resolution remove any person from the office of Chairperson at any time before the end of the term for which that person has been appointed to that office.

8. Power to call Special Meetings

- 8.1 The Trust Board will on the written requisition of either:
- (a) the Chairperson; or
 - (b) not less than forty (40%) of the Representatives,
- forthwith proceed to convene a Special Meeting in accordance with the requisition.
- 8.2 The requisition must state the objects for which the Special Meeting is to be convened and must be signed, as the case may be, by:
- (a) the Chairperson; or
 - (b) each of the requisitioning Representatives,
- and be delivered to the Head Office by facsimile, personal delivery or post, and in the case of a Representatives' requisition may consist of several documents in the same form, each executed on behalf of one (1) or more requisitionists. The requisition will be deemed to be given effectively if delivered in accordance with the provisions of sub-clause 10.6.
- 8.3 If the Trust Board does not, within fifteen (15) Business Days from the date on which the requisition is deemed to have been given effectively, proceed to convene a Special Meeting to be held on proper notice within thirty (30) Business Days from that date, the requisitionists may

themselves convene a Special Meeting, but any Special Meeting so convened is not to be held after the expiry of three (3) calendar months from the date of effective notice of the requisition.

8.4 A Special Meeting convened under this clause 8 is to be convened in the same manner, or as close as possible, as that in which Regular Meetings are to be convened by the Trust Board and the requisite period of notice for the resolutions proposed is to be given. For the avoidance of doubt, in the case of a Special Meeting requisitioned under sub-clause 8.1(b), every person who signs a requisition pursuant to sub-clause 8.2(b) is to receive not less than ten (10) Business Days' notice of that Special Meeting.

8.5 Any reasonable expenses incurred by the requisitionists as a result of the failure of the Trust Board to convene a Special Meeting that has been properly requisitioned are to be re-paid to the requisitionists by the Trust Board.

9. Power to call Special Election

9.1 The Trust Board will on the written requisition of the greater of ten percent (10%) or one hundred (100) Adult Registered Beneficiaries and Potential Adult Beneficiaries Rōpū Members of a Te Arawa Rōpū, forthwith proceed to conduct a Special Election for that Te Arawa Rōpū in accordance with the requisition.

9.2 The requisition must be delivered to the Head Office by facsimile, personal delivery or post and may consist of several documents in the same form, each executed on behalf of one (1) or more requisitionists. The requisition will be deemed to be given effectively if delivered in accordance with the provisions of sub-clause 10.6.

9.3 If the Trust Board does not, within fifteen (15) Business Days from the date on which the requisition is deemed to have been given effectively, proceed to initiate a Special Election to be held on proper notice within thirty (30) Business Days from that date, the requisitionists may themselves convene a Special Election, but any Special Election so convened is not to be held after the expiry of three (3) calendar months from the date of effective notice of the requisition.

9.4 A Special Election convened under this clause 9 is to be convened in the same manner, or as close as possible, as that in which Elections are to be convened by the Trust Board and the requisite period of notice for the resolutions proposed is to be given. For the avoidance of doubt, in the case of a Special Election requisitioned under sub-clause 9.1, every person who signs a requisition pursuant to sub-clause 9.2 is to receive not less than ten (10) Business Days' notice of that Special Election.

9.5 Any reasonable expenses incurred by the requisitionists as a result of the failure of the Trust Board to conduct a Special Election that has been properly requisitioned are to be re-paid to the requisitionists by the Trust Board.

10. Resolutions and length of notice of Meetings

10.1 Subject to clauses 4.2, 5.1 and 21 of the Trust Deed, any resolution is to be put as an Ordinary Resolution.

10.2 In the case of an Election or a Special Election the Trust Board will give notice in accordance with sub-clauses 1.8 and 3.3 of Schedule 1, as the case may be.

10.3 In the case of an Annual Meeting, the Trust Board will give at least ten (10) Business Days' notice in the appropriate media in any area containing significant concentrations of Registered Beneficiaries of the date, time, venue and agenda of the Annual Meeting and where any relevant explanatory documents may be viewed or obtained.

- 10.4 In the case of a Representative Meeting, the Representatives are to receive not less than ten (10) Business Days' notice in writing of the Representative Meeting.
- 10.5 The Trust Board may by Ordinary Resolution increase the amount of notice required in sub-clause 10.4.
- 10.6 Each notice of a Meeting or other communication required under the Trust Deed to be given to a Representative, is to be in writing, to be made by facsimile, personal delivery, or by post to the addressee at the facsimile number or address, and is to be marked for the attention of the person or officeholder (if any), from time to time notified for the purpose to the Head Office and recorded in the Representatives Register.
- 10.7 No notice or other communication will be effective until received. It will, however, be deemed to have been received by the addressee:
- (a) in the case of a facsimile, on the Business Day on which it is transmitted or, if transmitted after 5:00 p.m. on a Business Day or despatched on a non-Business Day, on the next Business Day after the date of dispatch;
 - (b) in the case of personal delivery, when delivered; and
 - (c) in the case of a letter, on the second Business Day after posting by Fastpost.
- 10.8 Any Representative Meeting will, notwithstanding that it is called by shorter notice than that provided in sub-clauses 10.3 or 10.4 (as the case may be), be deemed to have been properly convened if, prior to the Representative Meeting proceeding to business it is so agreed in writing:
- (a) in the case of a Representative Meeting where the business comprises only one (1) or more Ordinary Resolutions, by a majority in number of the Representatives; and
 - (b) in the case of a Representative Meeting where the business comprises one (1) or more Special Resolutions, by seventy five percent (75%) of the Representatives.

11. **Proceedings at Meetings**

- 11.1 No business is to be transacted at any Representative Meeting unless the required quorum of Representatives is present at the time when the Representative Meeting proceeds to business.
- 11.2 The quorum for a Representative Meeting is two-thirds or more of the Representatives represented in person.
- 11.3 If within one (1) hour of the time appointed for a Representative Meeting, a quorum is not present, the Representative Meeting is to stand adjourned until the fifth Business Day following that adjournment. On that later day, the Representative Meeting will be held at the same time and in the same place as the adjourned Representative Meeting. If a quorum is not present within one (1) hour from the time appointed for that adjourned Representative Meeting, the Representatives present in person will constitute a quorum.
- 11.4 The Chairperson will preside over and have control of every Meeting.
- 11.5 If there is no Chairperson present at the time appointed for holding a Meeting, or if the Chairperson is unwilling to preside over the Meeting, the Representatives present will choose any of their number to substitute as Chairperson for that Meeting.

- 11.6 At any Representative Meeting, a resolution put to the vote of the Representative Meeting will be decided by the Chairperson, or other person chairing the Representative Meeting by counting the votes cast on a show of hands. The declaration of the Chairperson, or other person chairing the Representative Meeting that a resolution has been carried, or lost, by the requisite majority and an entry to that effect specifying the numbers of votes cast for and against (and abstentions) in the book containing the minutes of the proceedings of the Trust Board will be conclusive evidence of the passing of that resolution.
- 11.7 The only persons entitled to vote at a Representative Meeting are the Representatives. In the event of an equality of votes, the Chairperson, has a discretion as to whether or not to exercise a second or casting vote.
- 11.8 Each Representative is entitled to cast one (1) vote in his or her own capacity on any resolution put to a Representative Meeting.
- 11.9 The Trust Board has a discretion to allow Adult Registered Beneficiaries and Potential Adult Beneficiaries to attend Representative Meetings.
- 11.10 Any person who the Trust Board has permitted to attend a Representative Meeting must:
- (a) at all times adhere to the Representative Meeting procedures set down by the Chairperson, or other person chairing the Representative Meeting (as the case may be); and
 - (b) forthwith leave any Representative Meeting at which the Chairperson, or other person chairing the Representative Meeting, at their absolute discretion so directs.
- 11.11 Without limiting the generality of clause 11.10(b), but subject to clause 11.12, the Chairperson, or other person chairing the Representative Meeting may direct, following a resolution supported by a majority of Representatives, that the Adult Registered Beneficiaries and Potential Adult Beneficiaries attending the Representative Meeting must leave the Representative Meeting because Confidential Information is to be discussed.
- 11.12 In order to determine whether a Representative Meeting should be closed in accordance with clause 11.11, a majority of the Representatives attending the Representative Meeting must vote in favour of closing the Representative Meeting to Adult Registered Beneficiaries and Potential Adult Beneficiaries.

12. Conflicts

- 12.1 A **Conflict Transaction** exists for a Representative when:
- (a) the Representative is or may be or becomes associated (whether as Director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Representative is transacting or dealing in his or her capacity as Representative; or
 - (b) the interests or duty of the Representative in any particular matter conflicts or might conflict with his or her duty to the Trust Board; or
 - (c) the Representative is transacting or dealing as Representative with himself or herself in another capacity.

- 12.2 When a Conflict Transaction exists for a Representative (the **Conflicted Representative**):
- (a) the Conflicted Representative must declare the nature of the conflict or the potential conflict at a Representative Meeting; and
 - (b) the Conflicted Representative must not take part in any deliberations or proceedings, including voting or other decision-making, or be counted in the quorum present, relating to the Conflict Transaction, and the clauses in this schedule will be deemed to be varied accordingly; and
 - (c) if the Conflicted Representative contravenes paragraphs (a) or (b) of this sub-clause 12.2, his or her vote or other decision will not be counted, and neither will the Conflicted Representative be counted in the quorum present at the Representative Meeting, and the clauses in this schedule will be deemed to be varied accordingly.
- 12.3 When a Conflict Transaction exists, the Chairperson, or other person chairing the Representative Meeting may require the Conflicted Representative to leave the Representative Meeting.
- 12.4 If the Conflicted Representative does not leave the Representative Meeting, the Chairperson, or other person chairing the Representative Meeting may adjourn the Representative Meeting until the Conflicted Representative does leave.
- 12.5 Where a Representative makes a declaration under sub-clause 12.2(a), nothing in sub-clauses 12.2(b) or 12.3 will prohibit that Representative from voting on or taking part in the deliberation or decision relating to the Conflict Transaction where the interest declared is not different in kind from the interests of other members of the Te Arawa Rōpū of that Representative.

13. Telephone and video conference link

- 13.1 The contemporaneous linking together by telephone, video conference or other means of communication of a number of the Representatives representing not less than a quorum, whether or not any one or more of them is out of New Zealand, will be deemed to constitute a Representative Meeting of the Trust Board provided that:
- (a) all the Representatives for the time being entitled to receive notice of a Representative Meeting will be entitled to notice of such Representative Meeting and to be linked by telephone, video conference or such other means of communication for the purposes of such Representative Meeting. Notice of any such Representative Meeting may be given by telephone or by other means of communication;
 - (b) each of the Representatives taking part in such a Representative Meeting must be able to hear each of the other Representatives taking part at the commencement of the Representative Meeting; and
 - (c) at the commencement of such Representative Meeting each of the Representatives must acknowledge his or her presence to all the other Representatives taking part in any such Representative Meeting.
- 13.2 A Representative may not leave such Representative Meeting by disconnecting his or her telephone, video conference connection or other means of communication, unless he or she has previously obtained the express consent of the Chairperson, or other person chairing the Representative Meeting. A Representative will be conclusively presumed to have been present and to have formed part of the quorum at all times during the Representative Meeting unless he or she has previously obtained the express consent of the Chairperson of the Representative Meeting to leave the Representative Meeting or has been disconnected and failed to reconnect with the Representative Meeting.

- 13.3 A minute of the proceedings at such Representative Meeting will be sufficient evidence of such proceedings and of the observance of all necessary formalities if the minute has been certified as a correct minute by the Chairperson of that Representative Meeting.

14. **Resolutions in writing**

A resolution in writing signed by all the Representatives shall be as effective as if it had been passed at a Representative Meeting. Such a resolution may consist of several like documents each signed, or otherwise agreed to, in writing, by one (1) or more of the Representatives and may be sent by post, facsimile or email transmission.

Schedule 5: Corporate Entities

1. Role of Corporate Entities

1.1 Corporate Entities

The role of the Corporate Entities is to each use prudently on behalf of the Trust Board any assets allocated to them and to administer those assets and any liabilities by operating as profitable and efficient businesses.

2. Methods of control

2.1 Appointment and removal of directors of Subsidiaries

Subject to sub-clause 2.2 of Schedule 1, the Trust Board will approve the appointment and removal of the Corporate Entity Directors.

2.2 Monitoring

The Trust Board will monitor the performance, profitability and efficiency of:

- (a) each Corporate Entity against the relevant Corporate Entity Plan and any other criteria or arrangements established for that purpose;
- (b) any other persons owned or controlled by the Trust Board against their respective annual statements of principles and objectives and any other criteria or arrangements established for that purpose.

2.3 Trust Fund allocation policies

The Trust Board must set policies for the initial and subsequent allocation and re-allocation of the Trust Fund owned by the Trust Board, including the Property derived pursuant to the Māori Fisheries Act 2004.

2.4 Quarterly reports

The Trust Board will procure that any persons owned or controlled by the Trust Board each, no later than two (2) calendar months after the completion of the first, second and third quarters of each Financial Year, send to the Trust Board reports of its financial position and the position of its Subsidiaries, together with an unaudited summary of financial results as at the end of those quarters, in such form as the Trust Board may from time to time prescribe.

2.5 Other functions

The Trust Board will:

- (a) procure that each Corporate Entity carries out such other functions as the Trust Board may consider necessary or appropriate to the attainment of the Objects of the Trust Board;
- (b) procure that any other persons owned or controlled by the Trust Board carry out such other functions as the Trust Board may consider necessary or appropriate to the attainment of the Objects of the Trust Board; and

- (c) set policies for the initial and subsequent allocation and re-allocation of assets owned by the Trust Board in its own right, including those derived pursuant to the Māori Fisheries Act 2004.

3. Corporate Entity Plan

- 3.1 The Corporate Entity Directors for each Corporate Entity will, prior to the start of each Financial Year, settle their respective Corporate Entity Plan for the following Financial Year and the two consecutive following Financial Years (or for any other following period from time to time fixed by the Trust Board).
- 3.2 The Corporate Entity Directors must submit their Corporate Entity Plan to the Trust Board three calendar months (or such other period as the Trust Board may from time to time decide) before the start of each Financial Year.
- 3.3 The Trust Board must consider each Corporate Entity Plan within one (1) calendar month of receipt (or such other period as the Trust Board may from time to time decide) and must:
 - (a) approve the Corporate Entity Plan; or
 - (b) refer the Corporate Entity Plan back to the relevant Corporate Entity Directors for reconsideration, with recommended changes.
- 3.4 If the Corporate Entity Report is referred back to the relevant Corporate Entity Directors for reconsideration, the revised Corporate Entity Plan must be re-submitted to the Trust Board no later than 10 Business Days after the referral under sub-clause 3.3(b) is made.

Schedule 6: Reviews

1. Application of this Schedule

The Trust Board, in its absolute discretion, may, but is not required to, apply all or part of this Schedule 6 to a review undertaken pursuant to clause 18.1 of the Trust Deed.

2. Scope of review

Any review conducted under clause 18 of the Trust Deed may relate to any or all of:

- (a) the structure of the Trust Board and the Corporate Entities;
- (b) the strategies, policies and Annual Plans adopted by the Trust Board and the Corporate Entities;
- (c) the operations of the Trust Board and the Corporate Entities; or
- (d) any other matter that the Trust Board in its absolute discretion thinks fit.

3. Procedure for review

3.1 Terms of reference of review

The Trust Board will:

- (a) settle the terms of reference consistently with the matters outlined in clause 2 of this Schedule; and
- (b) provide the terms of reference to those that the Trust Board considers in its absolute discretion have an interest in the review, including the Corporate Entities (**Interested Parties**).

3.2 Appointment of reviewer

If, pursuant to clause 18.2(b) of the Trust Deed, the Trust Board considers that a review requires an independent viewpoint, the Trust Board may:

- (a) call for expressions of interest from appropriately qualified individuals or organisations to conduct or take part in the review; and
- (b) appoint an independent reviewer to conduct or take part in the review.

3.3 Independence of reviewer

The independence of a reviewer is not compromised merely because that person has a beneficial interest under this Trust Deed.

3.4 Interest in review

The reviewer must provide an opportunity for the Interested Parties to provide their views on matters relevant to the review.

3.5 Corporate Entities may assist with review

In carrying out the process under this clause 3 of Schedule 6 the Trust Board may seek comments from any Corporate Entity on:

- (a) the draft terms of reference; and
- (b) the report of the reviewer.

3.6 Information requested by reviewer

Information requested by or on behalf of the reviewer in relation to a review conducted under clause 18 of the Trust Deed, must be provided promptly by the person or entity that:

- (a) has or controls the information; or
- (b) is contractually entitled to the information; or
- (c) can obtain the information by reasonable effort.

Schedule 7: Te Arawa Rōpū and Te Arawa Ancestors

Te Arawa Rōpū	Te Arawa Ancestor
Ngāti Pīkiao	Pīkiao
Ngāti Rangiteaorere	Rangiwhakaekeau
Ngāti Rangitīhi	Rangiaohia
Ngāti Rangiwewehi	Rangiwewehi
Tapuika	Tia
Tararwai	Tararwai
Tuhourangi	Tuhourangi
Te Ure o Uenuku-kopako/Ngāti Whakae	Uenuku-kopako/Whakae
Waitaha	Hei
Ngāti Tahu/Ngāti Whaoa	Tahu/Whaoa
Ngāti Makino	Hei

Schedule 8: Application for adding a Te Arawa Rōpū

Trust Board application for adding Te Arawa Rōpū

This form is to be used by an Adult Registered Beneficiary to advise the Trust Board that he or she considers that a Te Arawa Rōpū should be added to the list in Schedule 7 of the Trust Deed for the Trust Board. Please complete this form in its entirety and send this form, once completed, to the Secretary of the Trust Board.

1. Applicant details

Please write the name, address and details of the Applicant below. Please note that the Applicant must indemnify the Trust Board in accordance with sub-clause 20.10 of the Trust Deed. Please contact the Trust Board to obtain information regarding the terms of that indemnity.

Name: _____ Ph: _____ (Hm)
_____ (Wk)
Address: _____ (Mobile)
_____ (Mobile)
Email: _____

Te Arawa Rōpū as listed in Schedule 7 of the Trust Deed: _____

2. Criteria for adding Te Arawa Rōpū

Te Arawa Ancestor: _____

Marae: _____

Hapū: _____

Details of land base: _____

Details of distinction between proposed Te Arawa Rōpū and other Te Arawa Rōpū: _____

Evidence of recognition by Te Arawa Rōpū as warranting an addition to Te Arawa Rōpū:_____

3. Other matters

Please include any other information you consider relevant.

4. Declaration and signing by Adult Registered Beneficiaries of the Te Arawa Rōpū

By signing in the space below, you agree with the statement listed below. Please note that ten percent (10%) or one hundred (100) Adult Registered Beneficiaries must sign this form for it to be effective and valid.

We, being Adult Registered Beneficiaries, declare and confirm that we have read and agree with the contents of this Application.

Name of Adult Registered Beneficiaries	Signature

DATE: _____

Schedule 9: Remuneration for Representatives

1. Representatives entitled to remuneration

- 1.1 Each Representative is entitled to receive an annual meeting fee.
- 1.2 The annual meeting fee for the Representatives will be determined at the commencement of each Financial Year. Each Representative who acts as trustee of the Trust Board during a Financial Year may receive the annual meeting fee provided they are present at least nine (9) Representative Meetings for the year.

2. Value of initial remuneration

- 2.1 Until 31 March 2005 the annual meeting fee for each Representative and the Chairperson will be an amount not more than the arms-length open market value for similar trustee or chairperson services.
- 2.2 The Representatives shall on the commencement of each Financial Year (CPI Calculation Date) calculate the annual meeting fee as adjusted by the CPI (CPI Adjusted Value) to apply for the twelve (12) months period immediately following such CPI Calculation Date. The CPI Adjusted Value shall be calculated by the Representatives as follows:
- (a) upon the first CPI Calculation Date, by applying to the value of any remuneration payable pursuant to the Determination to the Chairperson or Representative (as the case may be) the percentage adjustment in the CPI for the twelve (12) month period ending on the Account Date; and
 - (b) upon the second and all subsequent CPI Calculation Dates, by adjusting the CPI Adjusted Value for the preceding twelve (12) month period by the percentage adjustment in the CPI for the twelve (12) period ending 31 December in the year prior to the relevant CPI Calculation Date.

3. Officeholders who cease or change roles

- 3.1 For the avoidance of doubt it is declared that if a Representative or the Chairperson cease to be a Representative, that person is eligible for part of the annual meeting fee, to be determined on a pro rata basis by the Chairperson.

Schedule 10: Appointment to Kaunihera Koeke

1. Requirements for appointment to Kaunihera Koeke

1.1 Application of this Schedule

This Schedule applies to the appointment by a Te Arawa Rōpū of Koeke to the Kaunihera Koeke.

1.2 Requirements for appointment

Each Te Arawa Rōpū may appoint two Koeke, one (1) male and one (1) female, to the Kaunihera Koeke in accordance with their own processes, provided they adhere to the requirements of clause 9 of this Trust Deed and this Schedule.

1.3 Number of appointments by each Te Arawa Rōpū

There must be no more than two (2) Koeke appointed to the Kaunihera Koeke by each Te Arawa Rōpū at any given time.

2. Appointment procedure

2.1 Appointment Hui to be called

To appoint Koeke to the Kaunihera Koeke a Representative must first call a hui (an **Appointment Hui**) for the Te Arawa Rōpū that they represent.

2.2 Purpose of Appointment Hui

The purpose of the Appointment Hui is to appoint one (1) female and one (1) male Koeke from the relevant Te Arawa Rōpū to the Kaunihera Koeke.

2.3 Notice of Appointment Hui to be provided

A Representative must provide notice of the Appointment Hui to the Adult Registered Beneficiaries in the Te Arawa Rōpū that they represent at least 15 Business Days before the date that the Appointment Hui is to be held.

2.4 Contents of notice

A notice given under sub-clause 2.3 must specify:

- (a) the date and time of the Appointment Hui; and
- (b) where the Appointment Hui is to be held; and
- (c) the purpose of the Appointment Hui as set out in sub-clause 2.2; and
- (d) the process by which the two (2) Kaunihera Koeke for that Te Arawa Rōpū will be appointed.

2.5 **Appointment Hui to be held in accordance with notice**

The Appointment Hui must be held in accordance with the notice given under sub-clause 2.3.

2.6 **Appointment of Koeke**

At the Appointment Hui each Te Arawa Rōpū may appoint one (1) male and one (1) female Koeke to the Kaunihera Koeke in accordance with sub-clause 1.2, provided that all Adult Registered Beneficiaries of the relevant Te Arawa Rōpū must be able to participate in the appointment process.

2.7 **Notification of Trust Board**

No more than twenty (20) Business Days after the Appointment Hui, the relevant Representative must provide to the Trust Board:

- (a) a copy of the notice of the Appointment Hui;
- (b) a list of the attendees at the Appointment Hui;
- (c) a copy of the minutes of the Appointment Hui; and
- (d) a document identifying the two (2) Koeke that were appointed to the Kaunihera Koeke by that Te Arawa Rōpū at the Appointment Hui.

3. **Ceasing to be a member of the Kaunihera Koeke**

3.1 **Ceasing to act**

A Koeke ceases to be a member of the Kaunihera Koeke if that Koeke:

- (a) resigns or retires by written notice to the Trust Board;
- (b) dies;
- (c) refuses or is unable to act in his or her capacity as a member of the Kaunihera Koeke;
or
- (d) is replaced by a Koeke appointed in accordance with this Schedule.

Schedule 11: Withdrawal from the Trust Board

1. Withdrawal by Te Arawa Rōpū

1.1 Te Arawa Rōpū may withdraw

Subject to sub-clause 1.2, any Te Arawa Rōpū may apply to withdraw from the Trust Board within five (5) years of the MIO Date in accordance with this Schedule. Any attempt to withdraw from the Trust Board under this Schedule must be jointly carried out in respect of both the Fisheries Assets and the Aquaculture Assets.

1.2 Representative Withdrawing Te Arawa Rōpū organisation

In order for a Te Arawa Rōpū to commence the withdrawal process from the Trust Board, a Withdrawing Organisation must:

- (a) have a register of members that contains:
 - (i) no less than twenty per cent (20%) of the members of that Te Arawa Rōpū as determined by the 2001 census; or
 - (ii) no less than twenty per cent (20%) of the members of that Te Arawa Rōpū as determined by the 2006 census; or
 - (iii) no less than fifty percent (50%) of the Adult Registered Beneficiaries that have stated on their Registration Form, or have had stated for them on their Registration Form by a parent or legal guardian, that the Withdrawing Te Arawa Rōpū is the Te Arawa Rōpū in which they wish to participate for Election purposes;
- (b) be either a company, trust, body corporate set up under an enactment, or an incorporated society;
- (c) have and continue to hold the sole mandate from the Te Arawa Rōpū which they represent; and
- (d) be approved by the Trust Board as being representative of the Te Arawa Rōpū it represents (and such approval shall not be unreasonably withheld by the Trust Board).

2. Preliminary process of withdrawal

2.1 Preliminary Hui

A Withdrawing Organisation must hold at least two (2) consultative hui of its members to discuss the possibility of the Withdrawing Te Arawa Rōpū withdrawing from the Trust Board.

2.2 Notice to Rōpū Members

The Withdrawing Organisation must give at least ten (10) Business Days' notice in the appropriate media in any area containing significant concentrations of the relevant Te Arawa Rōpū members of the date, time, venue and agenda of each Preliminary Hui and where any relevant explanatory documents may be viewed or obtained.

2.3 Notice to the Trust Board

The Withdrawing Organisation must give at least twenty (20) Business Days' notice of each Preliminary Hui to the Representatives in writing, to be made by facsimile, personal delivery, or by post to the addressee at the facsimile number or address, and marked for the attention of the person or officeholder (if any), from time to time notified for the purpose to the Head Office and recorded in the Representatives Register. Receipt of notice will be determined in accordance with sub-clause 10.7 of Schedule 4.

2.4 Trust Board presentation at Preliminary Hui

At each Preliminary Hui, the Trust Board must be given an opportunity to inform the Te Arawa Rōpū members of the likely effect of withdrawal on the Trust Board and the other Te Arawa Rōpū, the likely effect on Te Arawa tikanga and kawa and the likely effect on Te Arawa generally.

2.5 Proceedings at Preliminary Hui

At each Preliminary Hui, the Withdrawing Organisation must provide its Te Arawa Rōpū members with estimates of:

- (a) the potential costs for the Withdrawing Te Arawa Rōpū of undertaking the withdrawal process set out in this Schedule;
- (b) the value of the assets that may be transferred to the Withdrawing Te Arawa Rōpū if withdrawal from the Trust Board by that Withdrawing Te Arawa Rōpū is successful;
- (c) the likely compliance costs, to establish an organisation that complies with the Māori Fisheries Act 2004 and Maori Commercial Aquaculture Claims Settlement Act 2004 and to maintain that organisation, for the Withdrawing Te Arawa Rōpū if it withdraws from the Trust Board; and
- (d) the annual returns to be expected from the Fisheries Assets that are likely to be transferred to the Withdrawing Te Arawa Rōpū if withdrawal is successful.

2.6 Presentation information to the Trust Board

The Withdrawing Organisation must provide the Trust Board with all available information on the items set out in sub-clause 2.5 to be presented on at the Preliminary Hui at least 15 Business Days prior to the first Preliminary Hui.

2.7 Best interests of Te Arawa Rōpū and Te Arawa Waka

The Te Arawa Rōpū members of the Withdrawing Te Arawa Rōpū present at each Preliminary Hui must resolve by a seventy five percent (75%) majority that the withdrawal of the Te Arawa Rōpū from the Trust Board is:

- (a) in the best interests of the members of the Withdrawing Te Arawa Rōpū; and
- (b) in the best interests of Te Arawa Waka.

3. Formal Process of Withdrawal

3.1 Consultative hui

No later than eighty (80) Business Days after the last Preliminary Hui, the Withdrawing Organisation must hold at least two (2) Consultative Hui open to all Registered Beneficiaries.

3.2 Notice to Registered Beneficiaries

The Withdrawing Organisation must give at least ten (10) Business Days' notice in the appropriate media in any area containing significant concentrations of Registered Beneficiaries of the date, time, venue and agenda (including the text of any proposed resolutions) of the Consultative Hui and where any relevant explanatory documents may be viewed or obtained. Such notice must clearly state the Withdrawing Te Arawa Rōpū's intention to withdraw from the Trust Board.

3.3 Notice to the Trust Board

The Withdrawing Organisation must give at least twenty (20) Business Days' notice of each Consultative Hui to the Representatives in writing, to be made by facsimile, personal delivery, or by post to the addressee at the facsimile number or address, and marked for the attention of the person or officeholder (if any), from time to time notified for the purpose to the Head Office and recorded in the Representatives Register. Such notice must clearly state the Withdrawing Te Arawa Rōpū's intention to withdraw from the Trust Board. Receipt of Notice will be determined in accordance with sub-clause 10.7 of Schedule 4.

3.4 Notice to Te Ohu Kai Moana Trustee Limited

Prior to the first Consultative Hui, the Withdrawing Te Arawa Rōpū must notify Te Ohu Kai Moana Trustee Limited in writing of its intention to withdraw from the Trust Board.

3.5 Trust Board presentation at Consultative Hui

At each Consultative Hui held in accordance with sub-clause 3.1, the Trust Board must be given an opportunity to inform the Registered Beneficiaries of the likely effect of withdrawal on the Trust Board and the other Te Arawa Rōpū.

3.6 Kaunihera Koeke presentation at Consultative Hui

The Kaunihera Koeke is required to consider and compile a report on the tikanga aspects of withdrawal by the Withdrawing Te Arawa Rōpū. At each Consultative Hui, the report of the Kaunihera Koeke must be presented to inform the Registered Beneficiaries of the likely effect of withdrawal on Te Arawa tikanga.

3.7 Proceedings at Consultative Hui

At each Consultative Hui, the Withdrawing Te Arawa Rōpū must provide the Registered Beneficiaries with the information provided at the Preliminary Hui in accordance with sub-clause 2.5.

3.8 Resolution of Registered Beneficiaries

The Adult Registered Beneficiaries who have nominated the Withdrawing Te Arawa Rōpū on their Registration Forms for voting purposes must approve the withdrawal of the Withdrawing

Te Arawa Rōpū from the Trust Board by a seventy five percent (75%) majority in a Ballot held in accordance with Schedule 2.

4. Criteria to be met by the Withdrawing Te Arawa Rōpū

4.1 Mandated iwi organisation

Prior to the transfer of Fisheries Assets, the Withdrawing Organisation must:

- (a) establish a mandated iwi organisation in accordance with the relevant provisions of the Māori Fisheries Act 2004; and
- (b) have that mandated iwi organisation recognised by Te Ohu Kai Moana Trustee Limited in accordance with section 13(1) of the Māori Fisheries Act 2004; and
- (c) have that mandated iwi organisation recognised by Te Ohu Kai Moana Trustee Limited as the Iwi Aquaculture Organisation in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004.

4.2 Cost of withdrawal

Other than the cost of the transfer of assets, the reasonable costs of the preliminary process of withdrawal, the formal process of withdrawal, any associated costs, and any legal costs are to be met by the Withdrawing Te Arawa Rōpū.

For the avoidance of doubt, the reasonable costs of the Ballot process held in accordance with sub-clause 3.8 and Schedule 2 are to be met by the Withdrawing Te Arawa Rōpū.

4.3 Indemnity to the Trust Board

The Withdrawing Organisation must;

- (a) indemnify the Trust Board; and
- (b) procure that the mandated iwi organisation of the Withdrawing Te Arawa Rōpū recognised under sub-clause 4.1 indemnifies the Trust Board,

in respect of any costs incurred by the Trust Board in any proceedings:

- (c) brought against the Representatives, in relation to the withdrawal process; and
- (d) in which judgement is given in the Representatives' favour, or the Representatives are acquitted, or relief is granted to the Representatives by the Court.

4.4 Withdrawing Te Arawa Rōpū register

The Withdrawing Te Arawa Rōpū must maintain a register of its Te Arawa Rōpū members.

4.5 Withdrawing Te Arawa Rōpū population

For the purposes of the Māori Fisheries Act 2004, the notional population of the Withdrawing Te Arawa Rōpū must be determined from the number of Registered Beneficiaries that have stated on their Registration Form, or have had stated for them on their Registration Form by a parent or legal guardian, that the Withdrawing Te Arawa Rōpū is the Te Arawa Rōpū in which they wish to participate for Election purposes (the **Population Number**).

5. Fisheries Assets

5.1 Fisheries Assets for Withdrawing Te Arawa Rōpū

Any Withdrawing Te Arawa Rōpū, that completes the process for withdrawal and satisfies the withdrawal criteria set out in this Schedule, must be transferred a percentage of the Fisheries Assets and Aquaculture Assets in accordance with this clause 5.

5.2 Division of Fisheries Assets

The Fisheries Assets and Aquaculture Assets held by the Trust Board, or any Corporate Entity that receives and holds Fisheries Assets and Aquaculture Assets (**Divisible Fisheries/Aquaculture Assets**), will be divided between the Trust Board and the Withdrawing Te Arawa Rōpū in a manner consistent with section 21(2) and the provisions of Part 3 of the Māori Fisheries Act 2004, and sub-clause 5.4 of this Schedule.

5.3 Categorisation of Divisible Fisheries/Aquaculture Assets

The Divisible Fisheries/Aquaculture Assets must be categorised by the Trust Board into the following categories of assets, as defined in the Māori Fisheries Act 2004 or Maori Commercial Aquaculture Claims Settlement Act 2004, whichever is applicable:

- (a) inshore quota;
- (b) deepwater quota;
- (c) harbour quota;
- (d) freshwater quota;
- (e) settlement quota within Specified Fisheries Management Areas;
- (f) Chatham Island allocations;
- (g) specified cash allocations;
- (h) assets distributed in accordance with sections 36(1)(f)(ii), 43, 84(1)(g), or 96(1)(g) of the Māori Fisheries Act 2004; and
- (i) Aquaculture Assets.

5.4 Allocation and transfer of Divisible Fisheries/Aquaculture Assets

Each category of Divisible Fisheries/Aquaculture Assets must be divided between the Trust Board and the Withdrawing Te Arawa Rōpū using the relevant processes described in sections 140 to 149 of the Māori Fisheries Act 2004 or the Maori Commercial Aquaculture Claims Settlement Act 2004, whichever is applicable.

5.5 Withdrawing Te Arawa Rōpū coastline percentage

For the purposes of the allocation of Divisible Fisheries/Aquaculture Assets under sub-clause 5.4, the Withdrawing Te Arawa Rōpū and the Trust Board must agree on the percentage of the coastline claimed by Te Arawa to be attributed to the Withdrawing Te Arawa Rōpū.

5.6 Withdrawing Te Arawa Rōpū population proportion

For the purposes of the allocation of Divisible Fisheries Assets under sub-clause 5.4, the percentage of the Divisible Fisheries Assets to be transferred to the Withdrawing Te Arawa on the basis of population will be the same as the percentage found by the Population Number divided by the total number of Registered Beneficiaries on the Beneficiary Register on the date when withdrawal by the Withdrawing Te Arawa Rōpū is complete.

5.7 Full and final transfer

The Fisheries Assets transferred to a Withdrawing Te Arawa Rōpū in accordance with sub-clauses 5.1 to 5.6 and any Aquaculture Assets transferred to a Withdrawing Te Arawa Rōpū in accordance with subclauses 5.1 to 5.5 shall constitute a full and final settlement of any claim to Fisheries Assets or Aquaculture Assets that the Withdrawing Te Arawa Rōpū may have against the Trust Board.