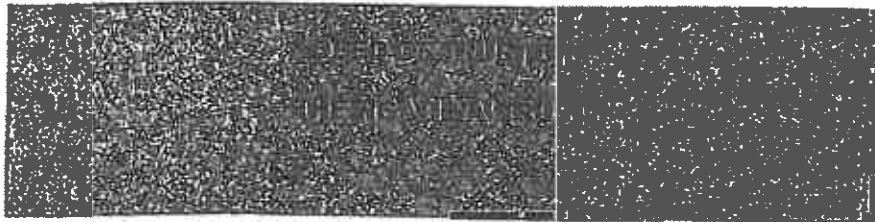


FILE COPY



CH.

CONTENTS

1. INTERPRETATION	1
Definitions.....	1
Interpretation of Schedules	4
Statutes	4
General References	5
Headings	5
2. ESTABLISHMENT OF TRUST	5
Acknowledgement of Trust	5
3. KAUPAPA/PURPOSES	5
Purposes	5
Incidental purposes	5
Strategic governance.....	7
No non-charitable objects and purposes.....	8
4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST	8
Number of Trustees.....	8
Cessation of office of Trustee	8
Powers of Trustees.....	8
Management of the Trust – General.....	11
Meetings of Trustees.....	11
Chairperson, Deputy Chairperson and Secretary.....	12
Delegation of powers.....	13
Accounts and Audit.....	13
Reliance on Advice.....	13
Disclosure of Interest.....	14
Definition of Interested Trustee.....	14
Interests in common with Iwi.....	14
Recording of Interest	14
No private pecuniary profit.....	15
Appointment and removal of Custodian Trustee	15
Incorporation.....	16
5. REGISTER OF MEMBERS OF NGATIWAJ	17
Members' Register of Ngatiwai	17
Registration as a Member of Ngatiwai	18
Trustees may decline to register, or remove a person from the Members' Register	19
Process when registration declined or removed	19
Registration not necessary	19
De-registration by Member of Ngatiwai.....	19
Request to change, amend or update register	19
Notice not necessary	20
6. VOTING PROCEDURE	20
7. GENERAL MEETINGS OF IWI AND REPORTING	21
Reporting Responsibilities	21
Trust to hold an Annual General Meeting	22
General Meetings of Members of Ngatiwai.....	23
Information must be made available in writing	25
No derogation from purposes	25

8. ASSET HOLDING COMPANY AND FISHING ENTERPRISE	25
Trust must hold an Asset Holding Company	25
Establishment of Fishing Enterprise.....	27
Requirements of constitution	27
Commercial Aquaculture Activities	27
9. DISPUTES PROCEDURE	27
Disputes relating to matters arising under the Act.....	27
Registration Disputes	28
Proceedings of the Roopu Kaumatua Kuia	28
Determination	28
10. WINDING UP OF TRUST	28
11. ALTERATION OF TERMS OF DEED	29
Changes to the Deed.....	29
Changes to constitutions of Corporate Entities	29
Notification to Members of Ngatiwai.....	30
12. RESETTLEMENT	30
Power to resettle.....	30
Perpetuities	30
13. LIABILITY AND INDEMNITY	30
SCHEDULE 1	37
PART A: Election Processes	37
Election of Trustees.....	37
Marae Elections.....	37
Alternates	38
Extraordinary vacancy.....	38
Obligations of Trustees.....	38
Time of Elections	38
Results of Marae Elections.....	38
Eligible voters.....	38
Nominations for Trustees	39
Time for Nominations	39
PART B: All Votes	40
Notice of Voting and General Meeting	40
Valid votes.....	40
Secret Ballots.....	41
SCHEDULE 2	42
Recognised Marae of Ngatiwai	42

L-14.

DEED dated

10 November 2008

PARTIES

Laly Haddon
 Mark McMath
 Christina Merepeka Henley
 Himiona Munro
 Henry Murphy
 Elvis Reti
 Phillip Wellington
 Donna Tamaki
 Grant Pirihī
 Alan Moore
 Lonia Cleave
 Talaha Rodney Ngawaka
 Kathy Pita
 Makere Lawrence-Bade

INTRODUCTION

- A. The Ngatiwai Trust Board was constituted under the Charitable Trusts Act 1957 in 1984. This current trust deed has amended the former constitution, in part to meet the requirements of the Maori Fisheries Act 2004.
- B. This Deed establishes the Ngatiwai Trust to act, amongst other things, as the Mandated Iwi Organisation of Ngatiwai for the purposes of the Maori Fisheries Act 2004, and to act as the Iwi Aquaculture Organisation for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004.
- C. This Deed sets out the functions and purposes, and provides for the control, governance and operation of the Ngatiwai Trust.

TRUST TERMS

1. INTERPRETATION

Definitions

- 1.1 In this Deed, unless the context otherwise requires:

ACE means annual catch entitlement, as that term is defined in the Fisheries Act 1996.

Act means Maori Fisheries Act 2004.

Adult Member of Ngatiwai means a Member of Ngatiwai who is over the age of 18 years.

Adult Registered Members means Adult Members who are registered on the Members Register.

Alternates means Adult Registered Members elected to the position of Alternates in accordance with clause 3 of Schedule 1 of this Deed.

Aquaculture Agreement has the meaning given to it in section 186ZD of the Fisheries Act 1996.

Aquaculture Settlement Assets has the same meaning as the term "Settlement Assets" in the Maori Commercial Aquaculture Claims Settlement Act 2004.

Asset Holding Company means a company established by the Trust, in accordance with clause 3.2, which meets the requirements for a company defined in the Act as an asset-holding company and includes any subsidiary of the asset-holding company.

Board means the Trustees if the Trust becomes (or already is) incorporated as a Board under the Charitable Trusts Act 1957 pursuant to clause 4.20 of this Deed or otherwise.

Charitable Purpose means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand.

Confidential Information means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngatiwai.

Corporate Entity includes the Asset Holding Company, the Fishing Enterprise and any Subsidiary of it, and any other company or trust wholly owned or controlled directly or indirectly by the Trust.

Deed means this Deed and includes any amendments to this Deed made in accordance with this Deed.

Directors means directors or trustees as the case may be, of any Corporate Entity.

Fishing Enterprise means a fishing operation established by the Ngatiwai Trust under clause 8.2 to utilise annual catch entitlement from its Settlement Quota.

Fisheries Settlement Assets has the same meaning as the term "Settlement Assets" in the Act

General Assets means all those assets owned by the Trust but excludes Fisheries Settlement Assets, Aquaculture Settlement Assets, and includes any entity established as a fishing enterprise other than the Asset Holding Company.

General Meeting means an annual general meeting or a special general meeting convened and conducted in accordance with clause 7 or a Marae Election convened and conducted in accordance with Schedule 1 of this Deed.

Income Share means an income share within the meaning of the Act that is allocated and transferred to the Asset Holding Company on behalf of Ngatiwai by Te Ohu Kai Moana Trustee Limited.

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

L.H

Iwi means Ngatiwai.

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

Iwi Organisation means any organisation existing at law or in fact that represents or purports to represent any Iwi other than Ngatiwai and includes Runanga, Māori Trust Boards and urban Māori authorities.

Mandated Iwi Organisation has the meaning given to it in the Act.

Marae means a recognised marae of Ngatiwai as set out in Schedule 2.

Marae Election means a General Meeting convened by the Trust on behalf of a Marae called for the purpose of electing a Trustee to the Trust.

Members of Ngatiwai means persons who affiliate to Ngatiwai through descent from a primary ancestor of Ngatiwai, (the identity of such primary ancestor shall be determined pursuant to clause 5 or, if necessary, pursuant to clause 9) and includes Whangai who do not descend from a primary ancestor of Ngatiwai.

Members' Register means the register of Members of Ngatiwai held and maintained by the Trust in accordance with clause 5.

Ngatiwai means the Iwi of Ngatiwai.

Private Notice means a notice-

- (a) sent by any means that is private to the recipient; and
- (b) complies with Kaupapa 4 of Schedule 7 of the Act.

Public Notice means a notice that-

- (a) is published in a newspaper generally circulating in the relevant area or areas; and
- (b) may also be published by print or electronic media, including radio and television; and
- (c) complies with Kaupapa 4 of Schedule 7 of the Act.

Registered Member means any Member of Ngatiwai who is entered in the Members' Register.

Registration Form means the form used from time to time by the Trustees to enter the details of Members of Ngatiwai and Whangai on the Members' Register.

Roopu Kaumatua Kula means the committee appointed under clause 9.2.

Quota means quota shares within the meaning of the Fisheries Act 1986.

Secretary means any person appointed under clause 4.8 to perform general secretarial and administrative functions for the Trust.

Settlement Cash Assets means money allocated and transferred to the Trust pursuant to section 137(1)(f) of the Act by Te Ohu Kai Moana Trustee Limited.

Settlement Quota means the quota shares within the meaning of the Act that are allocated and transferred to an Asset Holding Company on behalf of the Trust by Te Ohu Kai Moana Trustee Limited.

Subsidiary means any subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons that is controlled by a Corporate Entity and includes a separate enterprise as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement Act 2004 that is responsible to the Trust.

Te Kawai Taumata means the group of that name established under the Act.

Te Ohu Kai Moana Group has the meaning given to it in the Act.

Te Ohu Kai Moana Trustee Limited means the company of that name formed under the Act.

Te Putea Whakaturu Trustee Limited means the company of that name formed under the Act.

Te Wai Maori Trustee Limited means the company of that name formed under the Act.

Tikanga means the customary values and practices of Ngatiwai.

Trust means the Ngatiwai Trust established by this Deed.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed whether or not received in the manner described in clause 3.2.

Trustees means the persons elected or appointed under clause 4.

Voting Paper means a voting paper issued in accordance with Schedule 1 on which the Trustees shall record the membership number of the voter, or in the case of a voter without a registration number, shall have a duly completed Registration Form attached to and forming part of that Voting Paper.

Whangai means those persons who do not affiliate to Ngatiwai by descent from a primary ancestor of Ngatiwai but who are adopted by a Member of Ngatiwai in accordance with the Tikanga of Ngatiwai such Tikanga to be determined in accordance with clause 5 or, if necessary clause 9.

Working Day means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

Interpretation of Schedules

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

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

Statutes

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

LH

General References

1.4 References in the Deed to:

- (a) a 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);
- (b) one gender includes the other gender;
- (c) the singular includes the plural and vice versa;
- (d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
- (e) the Deed includes its Schedules.

Headings

- 1.5 Headings are for ease of reference only and must be ignored in interpreting the Deed.

2. ESTABLISHMENT OF TRUST

Acknowledgement of Trust

- 2.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is the Ngatiwai Trust.

3. KAUPAPA/PURPOSES

Purposes

- 3.1 The purposes for which the Trust is established are to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting Ngatiwai whether it relates to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community of Ngatiwai and all the Members of Ngatiwai irrespective of where those Members reside and for every such Charitable Purpose benefiting Maori who are not Members of Ngatiwai and members of the community generally.

Incidental purposes

- 3.2 Incidental to, and to give effect to the purposes in clause 3.1, and at all times subject to clause 3.4, the Trustees shall:
- (a) promote the cultural, spiritual, educational, health and economic development and advancement of Ngatiwai and its Members including those Members of Ngatiwai residing in the rohe of other Iwi and retain and enhance mana whenua, mana moana, and intellectual property rights between Rangi-nui and Papatuanuku;

CH

- (b) provide knowledge and support for individuals and groups on resource management, ancestral rights and current legal positions and benefits for Maori in general and Ngatiwai in particular;
- (c) represent the best interests of all Ngatiwai, and those registered Marae and individuals in particular, in those matters relating to the determinations of authorised statutory bodies, and to meet all the legal requirements set down by any such bodies;
- (d) provide, encourage and create employment and skill training opportunities for the purpose of personal development and self sufficiency for individuals and groups and people within the defined Ngatiwai lands and in particular for Members of Ngatiwai;
- (e) provide, manage and control educational, service orientated, community and recreational facilities and open space (limited to such purposes specified as charitable under Section 61A Charitable Trusts Act 1957) for the benefit of the New Zealand public generally and Members of Ngatiwai in particular;
- (f) deliver Crown, local and public authority services and funds to members of Ngatiwai;
- (g) directly receive and hold, on behalf of Ngatiwai on the trusts set out in clause 3.1, Settlement Cash Assets allocated and grants made to Ngatiwai by Te Ohu Kai Moana Trustee Limited.
- (h) receive distributions from Te Putea Whakatupu Trustee Limited and Te Wai Māori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Act and to hold those distributions on the trusts set out in clause 3.1 or on such other trusts as are required in order to ensure that a distribution to the Trust by either of those companies would be within the purposes for which those companies hold their funds and make those distributions but not in a manner that could adversely affect the charitable status of the Trust;
- (i) If relevant, enter into agreements with other Mandated Iwi Organisations in relation to:
 - (i) claims under section 11 of the Act;
 - (ii) the allocation of:
 - (aa) harbour quota under section 143 of the Act; and
 - (bb) freshwater quota under section 148 of the Act;
- (j) establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;
- (k) establish one or more Asset Holding Companies that, in each case:
 - (i) is wholly owned by the Trust;

- (ii) is separate to the companies referred to in sub-paragraph (i);
- (iii) performs the function and complies with the requirements set out in sections 16 to 18 of the Act; and
- (iv) performs any other function, but not if doing so would be inconsistent with sections 16 to 18 of the Act,

and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;

- (l) perform the functions provided for, by or under the Act in respect of a Mandated Iwi Organisation, in a manner consistent with the Act;
- (m) represent Ngatiwai by voting at any meeting convened under:
 - (i) clause 1 or clause 6 of Schedule 8 to the Act, to appoint or remove a member or alternate member of Te Kawai Taumata;
 - (ii) section 117 of the Act, implemented in accordance with clause 1 of Schedule 8 to the Act, to appoint a member of a committee of representatives;
- (h) act on behalf of Ngatiwai in relation to aquaculture claims and Aquaculture Settlement Assets under the Māori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Trustees must act for the benefit of all Members of Ngatiwai, irrespective of where those Members reside, including:
 - (i) directly receiving and holding, on behalf of Ngatiwai, Aquaculture Settlement Assets allocated to Ngatiwai by Te Ohu Kai Moana Trustee Limited in accordance with the Māori Commercial Aquaculture Claims Settlement Act 2004; and
 - (ii) entering into Aquaculture Agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Settlement Assets;
- (i) if Ngatiwai determine, directly receive and hold, on behalf of Ngatiwai on the trusts set out in clause 3.1, any other Treaty of Waitangi settlement assets; and
- (j) perform other functions provided for, by or under the Act or any other enactment or otherwise, but not if doing so would adversely affect the charitable status of the Trust.

Strategic governance

3.3 The Trust must exercise strategic governance over:

- (a) its Asset Holding Companies and any Fishing Enterprise; and
- (b) the process to examine and approve annual plans that set out:
 - (i) the key strategies for the use and development of Fisheries Settlement Assets of Ngatiwai;

- (ii) the expected financial return on those Fisheries Settlement Assets;
- (iii) any programme to:
 - (aa) manage the sale of ACE derived from the Settlement Quota held by the Asset Holding Companies; and
 - (bb) reorganise the Settlement Quota held by the Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the Act,

but not in such a manner as shall result in the Trust or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this clause 3.3 or any other provision of this Deed prevent the Trust or any Corporate Entity or Subsidiary from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1.

No non-charitable objects and purposes

- 3.4 The objects and purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees and, without derogating from clauses 11.1(d) or 12, the Trust shall be restricted accordingly and limited to New Zealand.

4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST

Number of Trustees

- 4.1 The Trust shall have up to 14 Trustees who must be Adult Registered Members of Ngatiwai, and be elected by Adult Members of Ngatiwai in accordance with Schedule 1 of this Deed, except that the first Trustees shall be those persons who have signed this Deed as parties, and those first Trustees shall remain in office until the later of:

- (a) the date one year after the date of this Deed; or
- (b) the date six months after the date upon which the recognition of the Trust as the mandated iwi organisation of Ngatiwai is recorded under section 13(1)(b) of the Act

unless they are earlier replaced by Trustees elected on accordance with the provisions of Schedule 1.

- 4.1A Retiring Trustees shall, however, be eligible for re-election.

Cessation of office of Trustee

- 4.2 Any person shall cease to be a Trustee if he or she:

- (a) shall have been in office for more than three years since his or her election; or

- (b) resigns as a Trustee by giving notice in writing to the Trust; or
- (c) fails or neglects to attend three consecutive meetings of the Trustees without leave or absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or
- (d) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
- (e) is or becomes 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
- (f) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 unless that person has served the sentence or otherwise suffered the penalty imposed on that person or is an "eligible person" for the purposes of the Criminal Records (Clean Slate) Act 2004; or
- (g) dies; or
- (h) is in office or employment with, or accepts office or employment with, any other Iwi Organisation.

4.3 The Trustee concerned shall cease to hold office:

- (a) in a case where sub-paragraph 4.2(a) applies, from the end of the day three years after the date on which that Trustee was last elected to office;
- (b) in a case where sub-paragraph 4.2(b) applies from the date the notice of retirement shall have been delivered to the Trust;
- (c) in the case where sub-paragraph 4.2(c) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (d) in cases where sub-paragraphs 4.2(d) to 4.2(h) apply, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

4.4 Should a vacancy reduce the number of Trustees below half the number specified in clause 4.1 the vacancy shall be filled as soon as practicable by election in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under clause 4.2(a)) shall continue to act until that vacancy has been filled.

Powers of Trustees

4.5 To achieve the purposes of the Trust:

- (a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;

- (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund including, for the avoidance of doubt, but subject to complying with the applicable provisions of the Act and the Maori Commercial Aquaculture Claims Settlement Act 2004, the acquisition and disposition of Settlement Quota, Income Shares and Settlement Assets;
- (c) Accordingly; in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- (d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- (e) If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause 4.5;
- (f) the Trustees may at any time after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;
- (g) If any income of any financial year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year the Trustees must accumulate that income, and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund;
- (h) the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1; and
- (i) carry on and accept the administration and management of any lands, properties, businesses or undertakings of any beneficial owners in return for such consideration and remuneration as the Trustees shall from time to time determine.

LH

4.6 Management of the Trust - General:

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of Chief Executive of the Ngatiwai Trust.
- (c) Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee.
- (d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.13) in support of that appointment on those terms.
- (e) The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Members of Ngatiwai and in any website, letterhead, formal written contract or printed publications of the Trust.

4.7 Meetings of Trustees:

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than 6 times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- (c) In the event of an equality of votes the Chairperson shall not have a second or casting vote.
- (d) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.
- (e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The

notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.

- (f) Eight Trustees shall constitute a quorum for a meeting of Trustees.
- (g) The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the number fixed by clause 4.7(f), the continuing Trustees may act only for the purposes of increasing the number of Trustees to that number or calling a General Meeting pursuant to clause 7.
- (h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 4.7 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - (i) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;
 - (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (i) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

4.8 Chairperson, Deputy Chairperson and Secretary:

- (i) The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

LH

- (k) The Trustees shall appoint a non-voting Secretary who may be honorary, or may be a full-time or part-time employee of the Trust.

4.9 Delegation of powers:

- (a) The Trustees may delegate in writing to any Trustee, committee of Trustees, or employee who is the Chief Executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that:
 - (i) the Trustees may not delegate strategic governance; and
 - (ii) in the case of any entity appointed under clause 4.6(d) the delegation shall be personal to the person provided by that entity in that capacity.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.
- (e) The Trustees must, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

4.10 Accounts and Audit:

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide;
- (b) The Trustees shall cause true accounts for each financial year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees; and
- (c) Nothing in this clause 4.10 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

- 4.11 The Trustees, when exercising powers or performing duties as Trustees, may rely on reports, statements, financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

LH
D0611016 WWP nnc-1a

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- (c) committee of Trustees appointed and acting in accordance with clause 4.9.

4.12 Clause 4.11 applies only if the Trustees:

- (a) act in good faith;
- (b) make proper inquiry where the need for inquiry is indicated by the circumstances; and
- (c) have no knowledge that such reliance is unwarranted.

Disclosure of interest

- 4.13** Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of Interested Trustee

- 4.14** A Trustee will be interested in a matter if the Trustee:

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust or any Subsidiary of the Trust;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

Interests in common with lwi

- 4.15** Notwithstanding clauses 4.13 and 4.14, no Trustee will be interested in a matter where that Trustee is a member of an lwi and where his or her interest is not different in kind from the interests of other members of that lwi.

Recording of interest

- 4.15** A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other, the name of any

of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute-Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

No private pecuniary profit

4.16 No private pecuniary profit may be made by any person from the Trust, except that:

- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as Trustee);
- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any entity with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Trust;

provided that:

- (i) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 4.6(d), the provisions of that clause have been complied with;
- (ii) the Trustees must disclose in their annual report referred to in clause 7.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (aa) the amount thereof received by each Trustee or any such firm or entity;
 - (bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
 - (cc) the method of calculation of the reimbursement, remuneration or charge; and
- (iii) in the case of an appointment referred to in clause 4.6(d), the full written terms and conditions thereof have been made available for inspection at the office of the Trust, by any Adult Registered Member who makes written request for the same.

4.17 Subject to clause 4.16, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- (a) a Trustee;
- (b) a shareholder or director of any Corporate Entity or Subsidiary;
- (c) a settlor or a trustee of any Corporate Entity or Subsidiary;
- (d) any associated person (as defined in section OD 7 of the Income Tax Act 2004) of either a director, or any person referred to in clauses 4.13 to 4.15,

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause 4.17 shall be void.

4.18 The Trustees shall require that a clause to the same effect as clause 4.13 of this Deed be included in the constitution of every Asset Holding Company or Fishing Enterprise or any subsidiary of any of them.

Appointment and removal of Custodian Trustee

4.19 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of this Deed or any further terms as the Trustees may decide, and for the avoidance of doubt the Custodian Trustee must when exercising its powers act in accordance with this Deed. The Trustees may at any time by deed revoke any such appointment or otherwise act pursuant to the provisions of section 50 of the Trustee Act 1956.

4.20 Incorporation:

- (a) The Trustees may (if they have not already) at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.
- (b) Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.
- (c) No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

LH

6. REGISTER OF MEMBERS OF NGATIWA

Members' Register of Ngatiwai

5.1 The Trustees must:

- (a) have, and maintain in a current state, the Members' Register:
 - (i) that includes the name, date of birth, and contact details of every Member of Ngatiwai who applies for registration; and
 - (ii) that is available for inspection by Registered Members who can view their own registration details; and
 - (iii) that is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and
 - (iv) that allocates a member registration number to each Member of the Ngatiwai entered in the Members' Register; and
 - (v) that records the Marae that each Registered Member has indicated on his or her Registration Form is the one Marae to which that person chooses to affiliate for the purpose of voting in Marae Elections.
- (b) make ongoing efforts to register all Members of Ngatiwai on the Members' Register.

5.2 The Trustees may transfer, to each Marae, a duplicate copy of that part of the Members Register containing the details of the Ngatiwai Members who have registered with that Marae, provided that the Trustees shall ensure that the relevant Marae complies with clauses 5.1(d) and (e) and the duplicate copy is maintained in a current state.

5.3 The Trustees may enter in the Members' Register any Member of Ngatiwai whose details are already held by the Trustees where:

- (a) the details held by the Trustees fulfil the requirements of Kaupapa 5 of the Maori Fisheries Act 2004, except that the requirement in clause (b)(iii) of that Kaupapa need not necessarily be fulfilled; and
- (b) the particulars were acquired by the Trustees as a result of an application on a form (not being the current Registration Form) made by:
 - (i) Adult Members of Ngatiwai, on their own behalf or by their legal guardian at the time of the application; and
 - (ii) other Members of Ngatiwai, who were not Adult Members of Ngatiwai at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and

- (iii) other Members of Ngatiwai by an Adult Member of Ngatiwai on their behalf who, in the opinion of the Roopu Kaumatua Kula, stood in the stead of a parent of that person at the time of the application.

5.4 An application to be entered in the Members' Register may be made by:

- (a) Adult Members of Ngatiwai, on their own behalf or by their legal guardian; and
- (b) other Members of Ngatiwai, who are not Adult Members of Ngatiwai, by their parent or legal guardian on their behalf; and
- (c) other Members of Ngatiwai by an Adult Member of Ngatiwai on their behalf who, in the opinion of the Roopu Kaumatua Kula, stands in the stead of a parent of that person; and

in each case that application must be completed on the Registration Form.

5.5 Any Adult Member of Ngatiwai at, or at any time after, application for registration as a Registered Member, or at any time whether or not on the Members' Register, may request in writing that he or she wishes to receive Private Notice of any General Meetings and/or Voting Papers relating to:

- (a) the election of Trustees; or
- (b) any amendment to this Deed or the constitutional documents of any Asset Holding Company; or
- (c) the disposal of Income Shares or Settlement Quota; or
- (d) the conversion of Quota into Settlement Quota.

Registration as a Member of Ngatiwai

5.6 Subject to clauses 5.6 and 5.7, the Trustees must enter in the Members' Register any person:

- (a) by or on behalf of whom a valid application has been made; and
- (b) who in the reasonable opinion of the Trustees affiliates to Ngatiwai through descent from a primary ancestor of Ngatiwai and affiliates to the Marae recorded on his or her Registration Form in accordance with clause 5.1(a)(v) of this Deed.

5.7 The Trustees:

- (a) may require any person seeking registration as a Member of Ngatiwai to provide evidence verifying his or her affiliation to Ngatiwai through descent from a primary ancestor of Ngatiwai or of any other matter referred to in clause 5.5 before that person's registration is entered in the Members' Register together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration); and

LH

- (b) may require any person who is entered in the Members' Register to provide evidence verifying his or her affiliation to Ngatiwai through descent from a primary ancestor of Ngatiwai and any other matter referred to in clause 5.5;
- (c) may consult with the Roopu Kaumatua Kula in relation to any application for registration, or continued registration as a Member of Ngatiwai; and
- (d) without limiting the foregoing, may request the Roopu Kaumatua Kula to:
 - (i) determine who is the primary ancestor, or are primary ancestors, of Ngatiwai; and
 - (ii) determine the Tikanga of Ngatiwai by which Whangai or other persons who do not descend from a primary ancestor of Ngatiwai are able to affiliate to Ngatiwai.

Trustees may decline to register, or remove a person from the Members' Register

- 5.8 If the Trustees consider that any information about a person received under clause 5.5(a) or clause 5.6 is not accurate or complete, or that the existing information on the Members' Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the Members' Register or decline to change that person's Marae affiliation, as the case may be.

Process when registration declined or removed

- 5.9 Where an application for registration is declined, or any decision is made by the Trustees to remove any person from the Members' Register, or not change that person's Marae affiliation, the person concerned may dispute that decision of the Trustees, and clause 9 shall apply.

Registration not necessary

- 5.10 To avoid doubt, it shall not be necessary, in order to be considered a Member of Ngatiwai for the purposes of clause 3.1, for a Member of Ngatiwai to be registered in accordance with this clause 5.

De-registration by Member of Ngatiwai

- 5.11 To avoid doubt, a Registered Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the Trust's office.

Request to change, amend or update Register

- 5.12 A Registered Member may at any time request that the information relating to that person on the Members' Register be changed, amended, updated provided that:
- (a) the request must be made in writing and sent to the Trust at the Trust's office; and

LH

- (b) If a Registered Member wishes to change the Marae affiliation recorded for that person under clause 5.5(b)(ii):
- (i) clauses 5.6 to 5.8 shall apply;
 - (ii) no Registered Member of Ngatiwai may request such change more than once every 3 years; and
 - (iii) if the Registered Member wishes to change his or her Marae affiliation in time for a Marae Election, the Trust must receive the written request not less than 25 Working Days before the relevant Marae Election.

Notice not necessary

- 5.13 It shall not be necessary for the Trust to provide Private Notice to Members of Ngatiwai where the Trustees believe on reasonable grounds (and have evidence supporting that belief), that the Members' contact details are not current.

6. VOTING PROCEDURE

- 6.1 (a) Any resolution to:
- (i) ratify or change this Deed, or amend the constitution of any Asset Holding Company (in accordance with the requirements of sections 17, and 18 as the case may be, of the Act);
 - (ii) dispose of Income Shares (in accordance with section 20 of the Act);
 - (iii) treat Quota as Settlement Quota (in accordance with section 159 of the Act);
 - (iv) dispose of Settlement Quota (under section 162 of the Act);
 - (v) rationalise any Settlement Quota (under section 172 of the Act); and
 - (vi) enter into a transaction or a series of transactions, or agree to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the Act, including an option, security, mortgage, or guarantee, that could result in:
 - (aa) the sale of Income Shares or Settlement Quota by an Asset Holding Company; or
 - (bb) Ngatiwai or the Trust being disentitled for a period of more than 5 years to:
 - (i) the income from the Income Shares; or
 - (ii) the income from the ACE arising from the Settlement Quota; or
 - (iii) the control or use of the ACE arising from the Settlement Quota;

LH

- (vi) wind up the Trust in accordance with clause 10 of this Deed;

must be approved by not less than 75% of the Adult Members of Ngatiwai who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Act.

- (b) Any resolution to:

- (i) Transfer authorisations or coastal permits that are Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Trust as an Iwi Aquaculture Organisation); and
- (ii) request that Te Ohu Kai Moana Trustee Limited transfer authorisations or coastal permits that are Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Trust as an Iwi Aquaculture Organisation);

must be approved by not less than 75% of the Adult Members of Ngatiwai who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004.

- (c) In the case of a resolution not described in clauses 6.1(a) and 6.1(b) a resolution shall be passed if more than 50% of the Adult Members of Ngatiwai who are entitled to vote cast a valid vote in favour of the resolution in accordance with the procedures determined and published by the Trustees prior to the General Meeting (but in the absence of the Trustees publishing the procedure prior to the General Meeting, by a show of hands at the General Meeting in accordance with paragraph 11 of Schedule 1 of this Deed).

7. GENERAL MEETINGS OF IWI AND REPORTING

Reporting Responsibilities

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

- (a) its own performance; and
- (b) the performance of any:
 - (i) Asset Holding Company;
 - (ii) Fishing Enterprise;
 - (iii) joint venture or other entity that conducts business using the Settlement Quota or Income Shares;
 - (iv) other Corporate Entity (not including those referred to in clauses (i) to (iii) above).

In accordance with the provisions of this clause 7.

Trust to hold an Annual General Meeting

7.2 Each year, the Trust must hold a General Meeting at which it provides an opportunity for the Members of Ngatiwai to consider:

- (a) **Annual Report:** the annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including:
 - (i) information on the steps taken by the Trust to increase the number of Registered Members; and
 - (ii) a comparison of the Trust's performance against the objectives set out in the annual plan, including:
 - (aa) changes in the value of the Trust Fund; and
 - (bb) profit distribution; and
 - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Settlement Cash Assets; and
 - (iv) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:
 - (aa) the quantity of Settlement Quota held by all Asset Holding Companies at the beginning of that year; and
 - (bb) the value of Settlement Quota sold or exchanged in that year; and
 - (cc) the identity of the purchaser or other party to the exchange; and
 - (dd) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the the Settlement Quota; and
 - (ee) the Settlement Quota interests that have been registered against the Quota shares of the Trust; and
 - (ff) the value of Income Shares sold, exchanged, or acquired; and
 - (v) a report on the interactions of the Trust in fisheries matters:
 - (aa) with other entities within Ngatiwai; and
 - (bb) with other Mandated Iwi Organisations; and
 - (cc) with Te Ohu Kai Moana Trustee Limited; and

LH

- (vi) any changes made under section 18 of the Act to constitutional documents of the Trust or those of its Asset Holding Companies; and
- (b) **Annual Plan:** an annual plan for the next financial year that must include:
 - (i) the objectives of the annual plan;
 - (ii) the policy of the Trust in respect of the sales and exchanges of Settlement Quota; and
 - (iii) any changes in that policy from the policy for the previous year; and
 - (iv) any proposal to change the constitutional documents of any Corporate Entity or Subsidiary that is a fishing company; and
- (c) **Asset Holding Company Annual Report:** in relation to every Asset Holding Company that receives Settlement Quota and Income Shares (or other settlement assets), and in relation to any enterprise established by the Trust under clause 8.2 to conduct fishing operations utilising ACE from the Settlement Quota, to harvest, process or market fish, or be involved in any joint venture for those purposes, (each referred to in this clause 7.2 as an "enterprise") an annual report on:
 - (i) the performance of that enterprise; and
 - (ii) the investment of money of that enterprise; and
 - (iii) the annual plan of that enterprise, including:
 - (aa) the key strategies for the use and development of Ngatiwai's Fisheries Settlement Assets;
 - (bb) the expected financial return on those Fisheries Settlement Assets;
 - (cc) any programme to:
 - (1) manage the sale of ACE derived from the Settlement Quota; or
 - (2) reorganise the Settlement Quota held by that enterprise by buying or selling Quota in accordance with the Act; and
 - (d) any proposal to change the constitutional documents of any Asset Holding Company.

7.3 General Meetings of Members of Ngatiwai

- (a) **Annual General Meeting:** Each General Meeting must be:
 - (i) in the case of the first General Meeting, held before the date referred to in clause 4.1; and
 - (ii) no more than 15 months apart.

L.H.

(b) **Special Meeting:** A General Meeting, called a special meeting, must be convened by the Trustees on the written request of:

- (i) the Chairperson of the Trustees (or the Deputy Chairperson if the Chairperson is indisposed); or
- (ii) not less than 30% of the Trustees; or
- (iii) not less than 10% of the Adult Registered Members of Ngatiwai, provided that no meeting may be convened to consider:
 - (iv) disposal of Income Shares (in accordance with section 70 of the Act);
 - (v) a request to Te Ohu Kai Moana Trustee Limited to treat Quota as Settlement Quota (in accordance with section 159 of the Act);
 - (vi) disposal of Settlement Quota (in accordance with section 162 of the Act); and
 - (vii) a request for rationalisation of Settlement Quota (under section 172(3) of the Act),

unless the Trustees have resolved to:

- (viii) seek approval of the Adult Members of Ngatiwai (under section 70 of the Act);
- (ix) obtain the approval of the Adult Members of Ngatiwai (under section 159 of the Act);
- (x) obtain the prior approval of the Adult Members of Ngatiwai (under section 162 of the Act); or
- (xi) obtain the prior approval of the Adult Members of Ngatiwai (in accordance with section 172 of the Act),

as the case may be; and

- (xii) the request must state the objects for which the special meeting is required and be signed (including counterparts) by those requesting the Special Meeting; and
- (xiii) the special meeting must be held within 30 Working Days from the date the request was received by the Secretary.

(c) **Notice of General Meeting:** Members of Ngatiwai shall be given not less than 20 Working Days notice of a General Meeting (including, to avoid doubt, a meeting to consider the matters in clause 7.2, or any meeting at which any of the matters in paragraphs (iv) to (vii) of clause 7.3(b), or any ratification of, or changes to, this Deed or to amend the constitution of any Asset Holding Company in accordance with the requirements of sections 17 or 18 of the Act (as the case may be), are to be or are actually considered or voted on), in accordance with this Deed and otherwise in accordance with the requirements of the Act.

LH

- (d) **Quorum:** No business shall be transacted at a General Meeting unless a quorum is present. The quorum at a General Meeting is:
 - (i) 75% or more of the Trustees; and
 - (ii) 40 Adult Registered Members.
- (e) No business shall be transacted at a Marae Election unless a quorum is present. The quorum at a Marae Election is:
 - (i) 50% or more of the Trustees; and
 - (ii) 10 Adult Registered Members.
- (f) **Adjourned meeting:** If a quorum is not present within one hour of the time appointed for the start of a General Meeting, the meeting is to stand adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Trustees otherwise determine.
- (g) **Chairperson:** The Chairperson or, if the Chairperson is unavailable, the Deputy-Chairperson, will preside over and have control of every General Meeting. If there is no Chairperson or Deputy Chairperson present at the time appointed for holding a General Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose one of their number to substitute as Chairperson for that meeting.

Information must be made available in writing

- 7.4 Information referred to in clause 7.1 must be made available on request in writing by any Member of Ngatiwai.
- 7.5 Any Adult Registered Member may request in writing a copy of the Deed, and a copy will be provided subject to such reasonable charges as the trustees require.

No derogation from purposes

- 7.6 Clause 7 shall not derogate from the provisions of clause 3.4.

8. ASSET HOLDING COMPANY AND FISHING ENTERPRISE

Trust must hold an Asset Holding Company

- 8.1 The Trust must ensure that it has at least one Asset Holding Company and that, to the extent and for so long as required by the Act subject to the proviso in clause 7.3 and the provisions of clause 7.3(p)(ii) and clause 7.3(g)(ii), that Asset Holding Company is wholly owned by the Trust and performs the functions and complies with the requirements set out in sections 16 and 17 of the Act, which at the date of this Deed are that the Asset Holding Company:

- (a) must be and remain wholly owned and controlled by the Trust;
- (b) must not permit more than 40% of its Directors to be Trustees;
- (c) must have constitutional documents that have been approved by a simple majority of the Trustees as complying with the requirements of the Act;

- (d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;
- (e) must receive and hold, on behalf of the Trust, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by Ngatiwai under the Act;
- (f) must provide dividends solely to the Trust;
- (g) must not undertake fishing or hold a fishing permit;
- (h) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3 and sections 69 to 72 of the Act;
- (i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3 and sections 161 to 176 of the Act;
- (j) 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 Act;
- (k) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;
- (l) may transfer to any such Subsidiary Asset Holding Company established under the preceding clauses;
- (m) any Subsidiary Asset Holding Company established under the preceding clauses:
 - (i) must be and remain wholly owned by the Asset Holding Company that established it;
 - (ii) must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under clause 8.1(f);
 - (iii) must provide dividends solely (but indirectly) to the Trust;
 - (iv) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligation under sections 69 to 72 of the Act;
 - (v) In its functions 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 Act;
 - (vi) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in this clause 8.1; and

LH

(vii) must not undertake fishing or hold a fishing permit,

but the Asset Holding Company and its Subsidiaries may undertake any other activity or hold any other assets.

Establishment of Fishing Enterprise

- 8.2 If the Trust wishes to establish its own fishing operation, utilising ACE from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise which is separate from, but responsible to, the Trust to undertake those operations, which must not be the Asset Holding Company or a Subsidiary that receives the Settlement Quota.

Requirements of constitution

- 8.3 The constitution of every Asset Holding Company or Fishing Company or a Subsidiary of any of them must require that Asset Holding Company, Fishing Enterprise or Subsidiary to:
- (a) hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Charitable Purposes of the Trust, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust;
 - (b) present an annual plan and statement of corporate intent to the Trust;
 - (c) report annually to the Trust; and
 - (d) have its accounts audited;

and may provide for the Trust to appoint up to two Trustees as Directors of that Asset Holding Company or Fishing Enterprise or Subsidiary, as the case may be, provided however that at no time may the Trustees comprise more than 40% of the total number of Directors of that Asset Holding Company, Fishing Enterprise or Subsidiary.

Commercial Aquaculture Activities

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

9. DISPUTES PROCEDURE

Disputes relating to matters arising under the Act

- 9.1 (a) If any dispute shall arise between Members of Ngatiwai and the Trust, (other than a dispute provided for in clauses 9.1(b) or 9.3), and the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith, endeavour to agree on a process for resolving the dispute. Should the parties fail to reach agreement on the process to resolve a dispute relating to matters arising under the Act, that dispute shall be determined in accordance with Part 5 of the Act.

- (b) Any dispute of a general nature, being a dispute not covered by Part 5 of the Act, shall be referred to mediation, by a mediator to be agreed by the disputing parties, or failing agreement within 10 Working Days, to be appointed by the Registrar of the Maori Land Court or its successor. Should the matter not be resolved by mediation then the Trustees shall reconsider the decision, however any such re-consideration shall then be binding upon the parties.

- 9.2 The provisions of clause 9.1 shall not derogate from the rights or obligations of the Trust or any Member of Ngatiwai pursuant to the Trustee Act 1956 or any other Act or provision of law or equity.

Registration Disputes

- 9.3 If the Trustees shall make a decision under clause 5.7 to either not register a person or to remove a person from the Members' Register, they must:

- (a) refer the matter for recommendation to a Roopu Kaumatua Kula, appointed by the Trustees under this clause and comprising three Ngatiwai kaumatua whom the Trustees consider are mature persons or elders knowledgeable in Ngatiwai whakapapa and recognised as such by Members of Ngatiwai;
- (b) consider the recommendation of the Roopu Kaumatua Kula under clause 9.3(a) and any determination of the Roopu Kaumatua Kula made pursuant to a request under clause 5.6(d); and
- (c) notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision.

- 9.4 If the person concerned disputes that decision, that person may exercise their rights under section 180(1)(m) of the Act.

Proceedings of the Roopu Kaumatua Kula

- 9.5 The Roopu Kaumatua Kula shall provide the person concerned, and any representative that person appoints the opportunity to attend a meeting of the Roopu Kaumatua Kula and present the applicant's account of why he or she should be registered or remain, on the Members' Register, as the case may be. Members of the Roopu Kaumatua Kula shall have the discretion to take into account their own knowledge and such other matters as the Roopu Kaumatua Kula considers will assist it in making a determination. The Roopu Kaumatua Kula must also inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.

Determination

- 9.2 The determination of the Trustees on the registration of the person concerned shall be final and binding on that person and the Trust, subject to the provisions of section 180(1)(m) of the Act.

10. WINDING UP OF TRUST

- 10.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in

New Zealand for Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that:

- (a) any such vesting must comply with the Act;
- (b) a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% at a General Meeting in accordance with clause 6.1(a)(vii) and clause 7.3; and
- (c) if the Trust is incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

11. ALTERATION OF TERMS OF DEED

Changes to the Deed

11.1 The Trustees have power to amend, revoke or add to the provisions of the Deed provided that:

- (a) no amendment may be inconsistent with the Act;
- (b) no amendment may be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngatiwai if the amendment relates to any matter provided for, by or under the Act, unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;
- (c) an amendment may only be promoted if a resolution that the amendment is a resolution for the collective benefit of all Members of Ngatiwai is put and passed at a General Meeting in accordance with clause 6.1(a) and clause 7.3;
- (d) notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2004 in respect of income derived by it. Prior to any resolution to amend this Deed being placed before Members of Ngatiwai, competent advice shall be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.

Changes to constitutions of Corporate Entities

11.2 To the extent any proposal for the amendment of the constitutional documents of the Asset Holding Company relates to a matter provided for in the Act, such amendment:

- (a) must not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngatiwai unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;

- (b) must be consistent with the Act;
- (c) may only be promoted if the amendment is put and passed at a General Meeting in accordance with clause 6.1(a) and clause 7.3
- (d) must not amend the requirement in clause 8.3(a) in a manner which would jeopardise the charitable status of a Corporate Entity.

- 11.3 Any Adult Member of Ngatiwai (including a Trustee) may put forward in writing proposals for changes to this Deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5.5, the person is a Member of Ngatiwai.

Notification to Members of Ngatiwai

- 11.4 Any amendment or proposal under clauses 10, 11 or 12 must be notified to Members of Ngatiwai in the Trust's next communication to them.

12. RESETTLEMENT

Power to resettle

- 12.1 The Trustees have power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Ngatiwai, the whole or any portion or portions of the capital or income of the Trust Fund provided that:
- (a) any such settlement or resettlement affecting assets subject to the Act, and excluding General Assets, must comply with the Act;
 - (b) the resettlement is upon trust for the benefit of all Members of Ngatiwai;
 - (c) the resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting in accordance with clause 6.1(c) and clause 7.3;
 - (d) the resettlement is upon trusts for Charitable Purpose.

Perpetuities

- 12.2 Any settlement or resettlement under clause 12.1 must not transgress the rule against perpetuities as it applies to the Trust.

13. LIABILITY AND INDEMNITY

- 13.1 No Trustee shall be personally liable for any loss to the Trust Fund which is not attributable to that Trustee's own dishonesty or wilful commission (or omission) of any act known or ought to have been reasonably known, by that Trustee to be a breach of trust. No Trustee shall be required to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.
- 13.2 Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which the Trustee may incur in any way arising from or in connection with that Trustee acting as a Trustee of the Trust, provided such liability

is not attributed to the Trustees own dishonesty or the wilful commission (or omission) by that Trustee of any act known or ought to have been reasonably known by that Trustee, to be a breach of trust:

SIGNATURE

Laly Haddon by:

and witnessed by:

Signature of trustee

Laly Haddon

Name of trustee

Signature of witness

NTB Trustee

Occupation

Whangarei

City/town of residence

Mark McMath by:

and witnessed by:

Signature of trustee

Mark ANTHONY MC MATH

Name of trustee

Signature of witness

NTB Trustee

Occupation

Whangarei

City/town of residence

Christina Merepeka Henley by:

and witnessed by:

Signature of trustee

Merepeka Henley Christina Henley

Name of trustee

Signature of witness

WORLDWIDE

Occupation

WHANGAREI

City/town of residence

Himiona Munro by:

and witnessed by:

Himiona
Signature of witness
WALTON
Occupation
WHANGAREI
City/town of residence

Himiona
Signature of trustee
Himiona Peter Munroe
Name of trustee

Henry Murphy by:

and witnessed by:

Himiona
Signature of witness
WALTON
Occupation
WHANGAREI
City/town of residence

Henry
Signature of trustee
HENRY BERTIE PURCELL
Name of trustee
MURPHY.

Elvis Reti by:

and witnessed by:

Himiona
Signature of witness
NTB Trustee
Occupation
Whangarei
City/town of residence

Elvis Reti
Signature of trustee
ELVIS RETI
Name of trustee

Phillip Wellington by:

and witnessed by:



Signature of trustee

Phillip Wellington

Name of trustee



Signature of witness

WELDER

Occupation

Wanganui

City/town of residence

Donna Tamaki by:

and witnessed by:



Signature of trustee

DONNA TAMAKI

Name of trustee



Signature of witness

Community Worker

Occupation

Whangarei

City/town of residence

Grant Pirihl by:

and witnessed by:



Signature of trustee

GRANT PIRIHl

Name of trustee



Signature of witness

Manager

Occupation

Wanganui

City/town of residence

LH

Alan Moore by:

and witnessed by:


Signature of trustee

Alan Moore
Name of trustee


Signature of witness

NTB Trustee

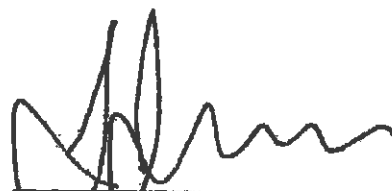
Occupation

Whangarei

City/town of residence

Loma Cleave by:

and witnessed by:


Signature of trustee

Loma Cleave
Name of trustee


Signature of witness

NTB Trustee

Occupation

Whangarei

City/town of residence

Talaha Rodney Ngawaka by:

and witnessed by:


Signature of trustee

Rodney Ngawaka
Name of trustee


Signature of witness

WELDER
Occupation

WHANGAREI
City/town of residence

LH

Kathy Pita by:

and witnessed by:

Kathy Pita
Signature of trustee

Kathy Pita
Name of trustee

A. Williams
Signature of witness

NTB Trustee
Occupation

Whangarei
City/town of residence

NTB LAURENCE-BADE
Makere Lawrence-Bade by:

and witnessed by:

Makere Lawrence-Bade
Signature of trustee

MAKERE LAURENCE-BADE
Name of trustee

A. Williams
Signature of witness

NTB Trustee
Occupation

Whangarei
City/town of residence

LH

SCHEDULE 1
PART A: Election Processes

Election of Trustees

1. Subject to clause 4.1 of this Deed which provides for the appointment of the first Trustees, any subsequent Trustees shall be elected by Adult Members of Ngatiwai in accordance with this Deed.
2. Trustees must arrange and conduct Marae Elections to ensure that 14 Trustee positions must be filled in accordance with this Schedule 1 as to ensure that:
 - (a) the first Marae Elections must be completed prior to the date laid down in clause 4.1 of this Deed to allow the newly elected Trustees to take office from that date;
 - (b) the first Trustees (being the 14 signatories to this Deed) will stand down and Marae Elections shall be held to fill the thirteen vacancies at General Meetings constituted, inter alia, for the purpose of Marae Elections;
 - (c) the first Trustees may stand for election in the first Marae Elections if they so choose (subject to the rule in clause 4.2 of this Deed);

Marae Elections

3. Each Marae shall hold a Marae Election to elect a Trustee.
- 3.1 The Trust must determine in consultation with the Marae, a date or a specified time within which each Marae must hold its Marae Election, provided that no Marae Election may be held no later than 10 Working Days before the annual General Meeting of Ngatiwai. The Trust must ensure that the Marae holds its Marae Election at that date or within that specified time period.
- 3.2 The Trust must ensure that the notice procedures for each Marae Election must comply with paragraph 14 of this Schedule 1 and the Act.
- 3.3 Each Adult Member of Ngatiwai shall be eligible to vote in the Marae Election held on behalf of the Marae to which they have affiliated in accordance with clauses 5.1(a)(v) and 5.5(b).
- 3.4 In any election of Trustees, Adult Members of Ngatiwai may only exercise one vote for their chosen nominee in the Marae Election held on behalf of the Marae to which they have affiliated in accordance with clauses 5.1(a)(v) and 5.5(b).
- 3.5 The highest polling nominee eligible for election for each Marae shall be elected as a Trustee for that Marae.
- 3.6 Where a Trustee has been elected in a manner inconsistent with the Act that Marae Election shall be deemed to be invalid and another Marae Election must be held in accordance with this Deed.
- 3.7 Should for any reason a Marae be removed from Schedule 2, Adult Members of Ngatiwai affiliating to that Marae must have the opportunity to select another Marae

LH

to which they affiliate, for voting purposes (subject to the rule in clause 5.11 of this Deed).

Alternates

4. Each Marae is further entitled to elect one Alternate at the Marae Election (held in accordance with paragraph 3 of this Schedule), who shall be the next highest polling nominee eligible for election (after the nominee who is elected as Trustee) for that Marae. Should there not be sufficient nominees to make an appointment of Alternate, the position shall not be filled.
- 4.1 An Alternate may exercise the powers of a Trustee should a Trustee be unable for any reason to undertake their duties, but such exercising of Trustee powers ceases upon the resumption of duties of the Trustee concerned.

Extraordinary Vacancy

5. Should an extraordinary vacancy in the office of Trustee occur as a result of any of the matters in clause 4.2(b) to 4.3(h) of this Deed then that vacancy shall be filled by the Alternate elected for that Marae (for which the vacancy has occurred) in accordance with paragraphs 3 of this Schedule 1. If the Marae (for which the vacancy has occurred) does not have an Alternate the extraordinary vacancy must be filled as soon as practicable by a Marae Election held in accordance with this Schedule 1.

Obligations of Trustees

6. Notwithstanding the fact that Trustees are appointed on a Marae basis, all Trustees represent all the Members of Ngatiwai irrespective of where those Members reside, and are subject to all other Trustee obligations that arise at law.

Time of Elections

7. The Trustees must arrange and conduct an election of Trustees in accordance with the electoral provisions set out in this Deed at such times as shall ensure that no person who is an elected Trustee shall hold office for a period longer than 3 years without facing re-election.

Results of Marae Elections

8. Each Marae must notify the Trust in writing of the results of their Marae Election for Trustee (and if relevant, an Alternate), immediately after such results are known. The Trust will prepare these results for announcement of the new Trustees at its annual General Meeting.

Eligible voters

9. All Adult Members of Ngatiwai shall be eligible to vote in the Marae Election held on behalf of the Marae to which they have affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) and any votes cast shall be received:
 - (a) by Voting Paper (not proxy) at a General Meeting constituted, inter alia, for the purpose of a Marae Election; and

LH

- (b) by Voting Paper received by post or facsimile before 5pm on the Working Day prior to the General Meeting constituted, inter alia, for the purpose of a Marae Election.
10. All Adult Members shall be eligible to vote on any resolution required by 6.1(a) and 6.1(b) of this Deed and any votes cast shall be received;
- (a) by Voting Paper (not proxy) at a General Meeting; and
 - (b) by Voting Paper received by post or facsimile before 5pm on the Working Day prior to the General Meeting.
11. In the absence of any process adopted by the Trustees to the contrary any vote cast under 6.1(c) shall be cast by a show of hands at the General Meeting. However those exercising such a vote may be called upon by the Trustees to prove their affiliation to Ngatiwai and provide evidence that they are over 18 years of age in any such vote.

Nominations for Trustee

12. The Trust must, no later than 35 Working Days prior to a Marae Election, publicly notify Adult Members of Ngatiwai that nominations for the position of Trustee may be lodged. Any such nomination must include the written signature of both the candidate and the nominator and may not be withdrawn after it has been received. The nomination must:
- (a) contain details of the nominee's full name, address and contact number;
 - (b) include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of these matters specified in clause 4.2 of the Deed;
 - (c) be accompanied by a brief statement containing details of experience and objectives relevant to the position of Trustee.
 - (d) include the name of the Marae to which the candidate is affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) and on whose behalf the candidate intends to stand; and
 - (e) be endorsed by the Chairperson of the Marae referred to in paragraph 10(d).

Time for Nominations

13. Nominations for the position of Trustee may only be made by Adult Registered Members who are affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) to the Marae on whose behalf the Marae Elections are being held and nominations must be received at the office of the Trust no later than 25 Working Days before the Marae Election is to be held, and
- (a) in the event that there is only one nomination eligible for election received for the position of Trustee for any of the Marae, the nominee for that Marae shall be deemed to be elected under the provisions of this Schedule 1 from the date of the General Meeting constituted, inter alia, for the purpose of a Marae Election;

L.H.
D0611016.WWP.DOC1g

- (b) in the event that there are no nominees received for Trustee for any Marae further nominations must be called for until the number of nominees is at least equal to the number of vacancies for Trustee for any Marae.

PART B: All Votes

Notice of Voting and General Meeting

14. Any vote taken under clause 6.1(a) and 6.1(b) of this Deed or for Marae Elections must be publicly notified not less than 20 Working Days before the date of the vote. If the vote is to be at a General Meeting, the notice procedures must comply with those specified in the Act, which at the date of this Deed are:

- (c) Public Notice that includes:
- (i) the date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained, and any other information specified in the Act;
 - (ii) where relevant, advice that a vote is to be taken to ratify or amend the constitutional documents of the Trust;
 - (iii) advice on the method by which the vote will be counted, and
 - (iv) where relevant, the matter or issues on which the vote is to be taken; and
- (b) Private Notice to every Adult Registered Member of Ngatiwai who has requested such from the Trust in writing, that gives:
- (i) the information in the preceding sub-paragraph of this Schedule;
 - (ii) a copy of the Voting Paper; and
 - (iii) the address and return date for the Voting Paper.
- (c) Private Notice to every Adult Registered Member of Ngatiwai if there is to be a vote taken to ratify the constitutional documents of the Mandated hui Organisation that gives the information in paragraphs 14(a)(i) to (iii) and 14(b)(i) to (iii).

Valid votes

15. The conduct of a vote of Adult Members of the Ngatiwai at every General Meeting (including for Marae Elections) taken under clause 6.1(a) and 6.1(b) of this Deed must provide that:
- (a) In order for a vote to be validly cast, the person casting it must:
- (i) where the person is an Adult Registered Member at the time his or her vote was cast; or
 - (ii) where the person is not registered at the time of the vote, also complete a Registration Form which shall be attached to and form part of the Voting Paper; and

L. H

(b) no vote cast under paragraph 9 of this Schedule 1 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngatiwai has been confirmed either:

(i) because that person is an Adult Registered Member at the time they cast their vote; or

(ii) if that person has applied at the time that their vote was cast, to become an Adult Registered Member, because their registration was accepted in accordance with clause 5.6.

except that a provisional result, disclosing the number of such persons and counting their votes for provisional purposes only may be declared at any time.

Secret Ballots

16. All Votes cast under clause 6.1(a) and 6.1(b) and cast in Marae Elections shall be conducted so as to ensure that:

- (a) the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;
- (b) that the returning officer and those persons shall undertake to keep that information confidential; and
- (c) that the Voting Papers are destroyed by the returning officer after the date of completion of the final count under clause 15(b), plus a period of one month thereafter.

SCHEDULE 2
Recognised Marae of Ngatiwai

Tuparehuia
Ngalotonga
Otetao Reti
Oakura
Mokau
Whananaki
Matapouri
Ngunguru
Pataua
Takahiwai
Omaha
Motakrehe
Kawa
Punaruku



DEPARTMENT OF JUSTICE

Commercial Affairs Division Auckland
Private Bag Wellesley Street
Telephone 778-830

Lorne Towers
10-14 Lorne Street

In reply, please quote

AK.264082

CERTIFICATE RE CHANGE OF NAME

OF

THE NGATIWAI TRUST BOARD

I, **PAMELA ALICE MARGARET GREEN** Assistant Registrar of Incorporated Societies, do hereby certify that by an alteration to its rules duly authorised by its members, THE WHANGARURU-NGATIWAI TRUST BOARD which was incorporated on the 22nd day of November 1966, changed its name to THE NGATIWAI TRUST BOARD, and that such change of name was duly registered by me on the 7th day of December 1984 in pursuance of Section 16 of the Charitable Trusts Act 1957.

GIVEN under my hand and seal at Auckland this 7th day of December 1984.


ASSISTANT REGISTRAR OF INCORPORATED SOCIETIES

