

**POWELL
WEBBER**
& Associates
Barristers & Solicitors

**DEED OF TRUST FOR
NGATI PAHAUWERA DEVELOPMENT TRUST**

RA 8/1
2/2/2019
T.H.

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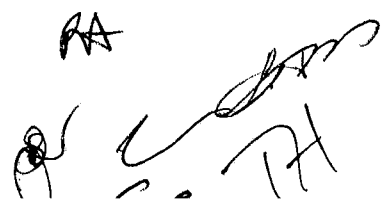
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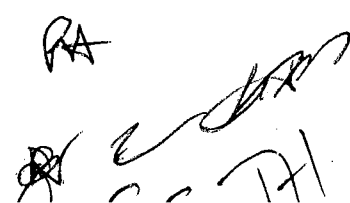
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1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

"Adult Members of Ngāti Pāhauwera" means those Members of Ngāti Pāhauwera identified on the Ngāti Pāhauwera Register as being 18 years of age or over;

"Agreement in Principle" means an agreement in principle for the settlement of the Ngāti Pāhauwera Claims approved by Ngāti Pāhauwera at a hui a iwi, and includes any amendment to this;

"Annual Plan" means the annual plan of Ngāti Pāhauwera Development Trust prepared in accordance with clause 7.1;

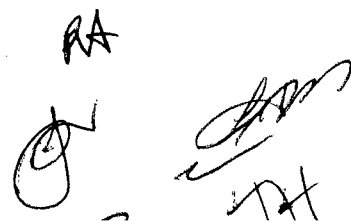
"Annual Report" means the annual report of the Ngāti Pāhauwera Development Group prepared by Ngāti Pāhauwera Development Trust in accordance with clause 8.1;

"Balance Date" means the date that the Trustees by resolution adopt as the date up to which the financial statements of Ngāti Pāhauwera Development Trust are to be made each year;

"Business Day" means any day in which registered banks are open for business in Wairoa;

"Chairperson" means the chairperson from time to time of the Trust elected by the Trustees in accordance with rule 4 of the Second Schedule;

"Chief Returning Officer" means the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with the First and Third Schedules;

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“Commercial Activities” means any activity carried out in pursuit of the Trust Purposes, which has as its principal objective the maximising of financial or economic returns to Ngāti Pāhauwera;

“Community Development Activities” means any activity carried out in pursuit of the Trust Purposes which has as its principal objective of the cultural and social development of Ngāti Pāhauwera;

“Consolidated Financial Statements” means the consolidated financial statements of the Ngāti Pāhauwera Development Group prepared by the Trustees in accordance with clause 8.1;

“Deed of Covenant” means the Deed of Covenant executed by the Trustees as soon as practicable after the establishment of the Trust pursuant to clause 2.1 of this Deed on terms agreed between Ngāti Pāhauwera and the Crown which will provide that the Trustees shall be recognised as holding the mandate for Ngāti Pāhauwera;

“Deed of Settlement” means any deed between representatives of Ngāti Pāhauwera and the Crown recording the settlement of the Ngāti Pāhauwera Claims which has been ratified by Ngāti Pāhauwera, and includes any amendment to this;

“Disputes Committee” means a committee appointed from time to time in accordance with clause 24;

“Chief Executive” means the Chief Executive of Ngāti Pāhauwera Development Trust appointed in accordance with clause 5.1;

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

“Major Transaction” in relation to any member of the Ngāti Pāhauwera Development Group means:

- (a) The ratification of any Deed of Settlement; or

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

but does not include:

- (e) Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund (whether the assets are held by the Trustees or any other member of the Ngāti Pāhauwera Development Group).

“Member of Ngāti Pāhauwera” means a person who is referred to in paragraphs (a) and/or (b) of the definition of Ngāti Pāhauwera.

“Ngāti Pāhauwera” subject to any amendment pursuant to clause 21.2 means:

- (a) Those who descend from one or more of the hapu listed in the Fifth Schedule that together form the confederation of Ngāti Pāhauwera, who have exercised or descend from those who have exercised customary rights within Maungaharuru ki Tangitu centered upon the Mohaka River; and
- (b) Every individual referred to in (a); and

Any whanau, hapu or group of individuals to the extent that that whanau, hapu or group of individuals is composed of individuals referred to in (a).

For the purpose of (a) **descend** means:

- (i) Direct descent by birth from members of one or more of the hapu listed in the fifth schedule; or
- (ii) Adoption by members of one or more of the hapu listed in the fifth schedule.

For the purpose of (a), **customary rights** means rights held according to tikanga Maori (Maori customary law, values and practices) including:

- (i) Rights to occupy land;
- (ii) Rights relating to the use and stewardship of:
 - (A) Land; or
 - (B) Other natural and physical resources;
- (iii) Rights to affiliate to marae; and
- (iv) Rights of burial.

“Ngāti Pāhauwera Development Group” means Ngāti Pāhauwera Development Trust, NPCDL, NPSDL, subsidiaries (if any) of NPCDL and/or NPSDL and any Trusts or other entities (whether incorporated or not) under their control;

“Ngāti Pāhauwera Claims” means all Ngāti Pāhauwera Historical Claims and Foreshore and Seabed Claims as defined in this document or as defined in any Deed of Settlement ratified by Ngāti Pāhauwera;

“Ngāti Pāhauwera Contemporary Claims” means all claims not included within the definition of Ngāti Pāhauwera Claims and not included in any Agreement in Principle, Deed of Settlement or Settlement Act.

“Ngāti Pāhauwera Development Trust” or **“Trust”** means the Trust created by this trust deed;

“Ngāti Pāhauwera Foreshore and Seabed Claims” means every claim (whether or not the claim has arisen or been considered, researched, filed, notified or been heard) that Ngāti Pāhauwera (or any representative entity) has under the Foreshore and Seabed Act 2004;

“Ngāti Pāhauwera Historical Claims” means every claim (whether or not the claim has arisen or been considered, researched, registered or notified) that Ngāti Pāhauwera (or any representative entity) has that:

- (a) Is, or is founded on, a right arising:
 - (i) From Te Tiriti o Waitangi (the Treaty of Waitangi), or its principles;
 - (ii) Under legislation;
 - (iii) At common law (including in relation to aboriginal title or customary law);
 - (iv) From a fiduciary duty; or
 - (v) Otherwise; and
- (b) Arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) By or on behalf of the Crown; or
 - (ii) By or under legislation; and



- (c) Includes every claim to the Waitangi Tribunal to which paragraph (a) above applies and that relates exclusively to Ngāti Pāhauwera (or a representative entity) including:
 - (i) Wai 119 (the Mohaka river and land claim);
 - (ii) Wai 430 (the Rawhiti Station claim); and
 - (iii) Wai 731 (the Kupa whanau claim); and
- (d) Includes every other claim to the Waitangi Tribunal to which paragraph (a) above applies so far as it relates to Ngāti Pāhauwera (or a representative entity); and
- (e) Includes such other claims to the Waitangi Tribunal made by Ngāti Pāhauwera as are identified in negotiations.

“Ngāti Pāhauwera Register” means the register of Members of Ngāti Pāhauwera that is to be maintained by the Trustees;

“Ngāti Pāhauwera Tiaki Trust” or **“Tiaki Trust”** means the trust established by the Ngāti Pāhauwera Tiaki Trust Deed;

“NPCDL” means the company initially called Ngāti Pāhauwera Commercial Development Limited that the Trustees are required to establish in accordance with clause 6;

“NPSDL” means the company initially called Ngāti Pāhauwera Social Development Limited that the Trustees are required to establish in accordance with clause 6;

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

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“Related Person” means a person specified in paragraphs (i) to (ii) of the second proviso to section CB4(1)(e) of the Income Tax Act 1994, the persons specified being:

- (a) a settlor or trustee of a trust by which a business is carried on; or
- (b) a shareholder or director of a company by which a business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of a company by which a business is carried on; or
- (d) that person, where he or she and the settlor, trustee, shareholder or director, already mentioned in this definition, are associated persons as defined in section OD7 of the Income Tax Act 1994;

“Settlement Act” means such Act or Acts of Parliament that may be passed so as to give effect to any Deed of Settlement and the promises contained therein, and includes any amendment to this;

“Settlement Date” means the date specified as the Settlement Date in any Deed of Settlement;

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

“Settlement Negotiations” means all negotiations, relating to the settlement of Ngāti Pāhauwera Claims including negotiations in respect of any Agreement in Principle, Deed of Settlement or Settlement Act.

“Special Resolution” means a resolution that has been passed with the approval of not less than 70% of the Adult Members of Ngāti Pāhauwera who validly cast a vote in accordance with the process set out in the Third Schedule;

"Statement of Intent" means the statement of intent prepared by NPCDL and NPSDL in accordance with clause 9.1;

"Trust Deed" means this deed of Trust and includes the recitals and the schedules to this deed;

"Trust Fund" means the assets of Ngāti Pāhauwera Development Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets acquired pursuant to any Deed of Settlement and any money, investments or other Property paid or given to or acquired or agreed to be acquired by the Trustees including the initial settlement of \$1 at creation of Ngāti Pāhauwera Development Trust;

"Trust Purposes" means the objects and purposes set out in clause 2.4;

"Trustees" means the Trustees appointed from time to time in accordance with the First Schedule of this Trust Deed, and to act as the Trustees for the time being of Ngāti Pāhauwera Development Trust, and **"Trustee"** shall mean any one of those persons.

1.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

1.2.1 words importing the singular include the plural and vice versa;

1.2.2 words importing one gender include the other gender;

1.2.3 references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having separate legal personality;

1.2.4 references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;

1.2.5 references to a clause, recital or a schedule shall be deemed to be a clause, recital or schedule to this Trust Deed;

1.2.6 the schedules to this Trust Deed shall form part of this Trust Deed;

1.2.7 headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed;

1.2.8 references to a company are references to a company incorporated pursuant to the Companies Act 1993;

1.2.9 references to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

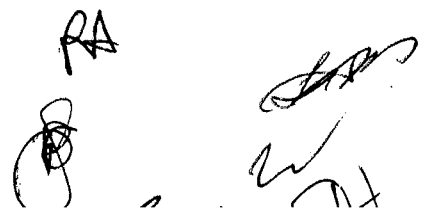
2. **ESTABLISHMENT, STATUS AND OBJECTS OF NGATI PAHAUWERA DEVELOPMENT TRUST**

2.1 **Trust Established**

The Trustees acknowledge that they hold the Trust Fund upon the Trusts and with the powers set out in this Trust Deed. The Trustees further acknowledge that the trust hereby created shall be known as Ngāti Pāhauwera Development Trust unless changed through appropriate resolution at an Annual General Meeting or Special General Meeting.

2.2 **Trustees Representatives**

The Trustees shall govern and administer the Trust in accordance with this Trust Deed. The Trustees shall be the representatives for Ngāti Pāhauwera in all matters relating to Ngāti Pāhauwera, other than in respect of those Properties held by the Ngāti Pāhauwera Tiaki Trust.

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2.3 Powers of Trust

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

2.4 Objects and Purposes of Ngāti Pāhauwera Development Trust

The Purposes for which Ngāti Pāhauwera Development Trust is established are to receive, manage and administer the Trust Fund through the Trustees for the commercial and social development of Ngāti Pāhauwera, on behalf of and for the benefit of the Members of Ngāti Pāhauwera in accordance with this Trust Deed including, without limitation:

- 2.4.1 the promotion amongst Ngāti Pāhauwera of the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Pāhauwera and its whanau;
- 2.4.2 the promotion amongst Ngāti Pāhauwera of mental health and well-being of the aged, or those suffering from mental or physical sickness or disability;
- 2.4.3 to represent Ngāti Pāhauwera in Ngāti Pāhauwera Claims and Ngāti Pāhauwera Contemporary Claims including continuing and concluding settlement negotiations between Ngāti Pāhauwera and the Crown through to Agreement in Principle, Deed of Settlement and Settlement Act as appropriate in a manner consistent with the Deed of Covenant;
- 2.4.4 to hold any lands or assets including forest licenses received pursuant to any Deed of Settlement or Settlement Act and retain ownership for the objects and purposes set out in this Deed and protection of the lands and assets;
- 2.4.5 administer the implementation and ongoing operation of any Relationship Instruments established by any Deed of Settlement and enforce the rights and obligations contained therein on behalf of Ngāti Pāhauwera;

- 2.4.6 where applicable, to provide funding for the Ngāti Pāhauwera Tiaki Trust to enable the Trustees of that Trust to carry out its objects and purposes including the administration of any lands held by that Trust;
- 2.4.7 to recover lands of importance to Ngāti Pāhauwera including lands not able to be returned in any settlement;
- 2.4.8 to offer security for loans made to NPCDL;
- 2.4.9 to develop policies to control the distribution of profits within the Ngāti Pāhauwera Development Group and to the Ngāti Pāhauwera Tiaki Trust; and
- 2.4.10 any other purpose that is considered by the Trustees from time to time, to be beneficial to Ngāti Pāhauwera.

3. **RATIFICATION OF DEED OF SETTLEMENT/MAJOR TRANSACTIONS**

Notwithstanding clause 2.3, the Trust and any entity which is a member of the Ngāti Pāhauwera Development Group must not enter into a Major Transaction, unless that Major Transaction:

- 3.1 Is approved by way of Special Resolution in accordance with the Third Schedule;
or
- 3.2 Is contingent upon approval by way of Special Resolution.

4. **APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES**

4.1 **Appointment in accordance with First Schedule**

The Trustees shall be appointed to office in accordance with the rules set out in the First Schedule.

4.2 Trustees to control Trust affairs

Subject to any requirements imposed by this Trust Deed, any Deed of Settlement, and any Settlement Act, the Trustees shall control and supervise the business and the affairs of Ngāti Pāhauwera Development Trust in such a manner as they, in their sole discretion see fit.

4.3 Proceedings of Trustees

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

4.4 Appointment of Committees

The Trustees shall have the power to appoint any of their number to committees of Ngāti Pāhauwera Development Trust from time to time to transact the business of Ngāti Pāhauwera Development Trust, provided that responsibility for the activities of the committees is retained by the Trustees.

5. CHIEF EXECUTIVE AND OTHER EMPLOYEES**5.1 Trustees to appoint Chief Executive**

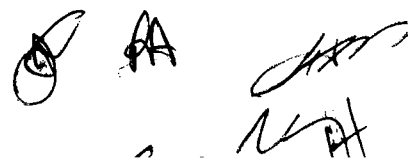
The Trustees shall appoint a Chief Executive to manage the day-to-day administration of Ngāti Pāhauwera Development Trust, including, without limitation the implementation of the planning, reporting and monitoring obligations of Ngāti Pāhauwera Development Trust under this Trust Deed.

5.2 Delegations to Chief Executive

The Chief Executive shall be responsible for the employment of all other employees of Ngāti Pāhauwera Development Trust and shall exercise such other powers and discretions as are delegated to him or her by the Trustees of Ngāti Pāhauwera Development Trust from time to time.

5.3 Trustees not to be employed

A Trustee may not hold the position of Chief Executive nor may a Trustee be an employee of Ngāti Pāhauwera Development Trust.



6. TRUST TO ESTABLISH NPCDL AND NPSDL

6.1 Establishment of NPCDL and NPSDL

In receiving, controlling, and supervising the use of the Trust Fund on behalf of Ngāti Pāhauwera, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees shall establish and oversee the operations of NPCDL and NPSDL.

6.2 Naming

The Trustees shall be able to change the names of NPCDL, NPSDL and/or any subsidiaries of NPCDL and/or NPSDL by resolution of the Trustees following consultation with members of Ngāti Pāhauwera.

6.3 Ownership and Control of NPCDL and NPSDL

NPCDL and NPSDL shall be 100% owned and controlled by the Trustees.

6.4 NPCDL Objects

The Trustees shall ensure that the constitution of NPCDL will contain provisions that NPCDL, once established, shall as its objective use and administer on behalf of Ngāti Pāhauwera Development Trust: such assets as may be made available by the Trustees for the use of NPCDL which NPCDL shall use and administer on a prudent, commercial and profitable basis, subject to any restrictions placed upon the use of such assets by the Trustees, and in doing so shall conduct or otherwise undertake all Commercial Activities of the Ngāti Pāhauwera Development Group, either by itself and/or through any subsidiary, Trust or other entity established for that purpose, on behalf of and solely for the benefit of Ngāti Pāhauwera Development Trust, and in the furtherance of the Trust Purposes;

6.5 NPSDL Objects

The Trustees shall ensure that the constitution of NPSDL will contain provisions that NPSDL, once established, shall as its objective use and administer on behalf of Ngāti Pāhauwera Development Trust such assets as may be made available by the Trustees to NPSDL subject to any restrictions placed upon the use of such assets by the Trustees,

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together with any other resourcing that NPSDL is able to access for the purposes of undertaking Community Development Activities that are delegated to it from time to time, either itself and/or through any subsidiary, Trust or other entity established for that purpose, on behalf of and solely for the benefit of Ngāti Pāhauwera and in furtherance of the Trust Purposes.

6.6 Appointment of Directors

6.6.1 Appointment and removal of directors

The directors of NPCDL and NPSDL shall each be appointed and removed by the Trustees at their discretion, and each director shall only be appointed upon satisfactorily demonstrating to the Trustees that he or she possesses the necessary skills and expertise required to perform the role.

6.6.2 Directors of NPCDL and NPSDL

There shall be not more than 5 and not less than 3 directors of NPCDL and NPSDL. A majority of the directors of NPCDL and NPSDL must be Members of Ngāti Pāhauwera.

6.6.3 Remuneration of directors of NPCDL and NPSDL:

The Trustees shall determine the remuneration payable to any director of NPCDL and NPSDL, provided that any Trustee who is also a director of NPCDL and NPSDL shall not take part in any such determination.

7. PLANS

7.1 Trustees to prepare annual plan

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

- 7.1.1 the strategic vision of Ngāti Pāhauwera Development Trust for the Ngāti Pāhauwera Development Group;

- 7.1.2 the nature and scope of the activities proposed by Ngāti Pāhauwera Development Trust for the Ngāti Pāhauwera Development Group in the performance of the Trust Purposes including the ongoing implementation of the Deed of Settlement;
- 7.1.3 the ratio of capital to total assets;
- 7.1.4 the performance targets and measurements by which performance of the Ngāti Pāhauwera Development Group may be judged;
- 7.1.5 the manner in which it is proposed that projected income will be dealt with;
- 7.1.6 any proposals for the ongoing management of the Trust Fund having regard to the interests of the Members of Ngāti Pāhauwera; and
- 7.1.7 such other information as the Trustees in their discretion consider necessary.

7.2 **Trustees to prepare five year strategic plan**

The Trustees shall also following consultation with Ngāti Pāhauwera produce within 12 months following the execution of this Trust Deed, and update not less than every two years, a five year plan. Such a plan shall set out the long-term vision of Ngāti Pāhauwera Development Trust in respect of the matters referred to in clauses 7.1.1 to 7.1.7 and shall include a statement by the Trustees of the commercial, management and distribution policies that Ngāti Pāhauwera Development Trust intends to follow in respect of the Trust Fund.

8. **ANNUAL REPORTS, ACCOUNTS AND AUDITOR**

8.1 **Preparation of annual report**

The Trustees must, within four months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Ngāti Pāhauwera Development Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against the annual plan, and Consolidated Financial

Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngāti Pāhauwera Development Group.

8.2 **Audit of financial statements**

The Trustees must also ensure that the consolidated financial statements for each Income Year are audited by a chartered accountant in public practice prior to the date for giving notice of the annual general meeting of Ngāti Pāhauwera Development Trust for the Income Year immediately following the Income Year to which the financial statements relate.

8.3 **Appointment of auditor**

The auditor shall be appointed by the Trustees prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of Ngāti Pāhauwera Development Trust (including any firm of which such a person is a member or employee), may be appointed as the auditor.

9. **COMPANY PLANS AND REPORTS**

9.1 **NPCDL and NPSDL to prepare Plans and Statements of Intent**

The Trustees shall procure that each of NPCDL and NPSDL:

9.1.1 Within three months of the incorporation of NPCDL and NPSDL, prepare a statement of intent, setting out its long-term objectives and the general principles by which each company proposes to operate, including creation of any subsidiaries;

9.1.2 As required by the Trustees of Ngāti Pāhauwera Development Trust, update the statements of intent to take into account changes in circumstances that may arise from time to time, including without limitation, changes to the nature of its business and the business of any of its subsidiaries;

9.1.3 No later than six months following the incorporation of NPCDL and NPSDL, prepare a five year plan, which shall be updated, not less than every two years, and which sets out its medium-term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the statement of intent referred to in paragraph 9.1.1 of this clause;

9.1.4 No later than two months following the completion of the five year plan referred to in paragraph 9.1.3 of this clause, and hereafter no later than two months before the commencement of each Income Year, prepares an annual plan setting out the steps to be taken in the relevant Income Year to meet its five-year planning objectives and fulfil the objectives and principles of the statement of intent;

9.2 Trustees' approval required

Prior to being implemented, the statements of intent, five-year plans and annual plans of NPCDL and NPSDL must be approved by the Trustees.

9.3 Reports by NPCDL and NPSDL to comply with Companies Act 1993

The Trustees shall procure that all annual reports by NPCDL and NPSDL comply in all respects with the requirements of the Companies Act 1993.

9.4 Protection of Sensitive Information

For the avoidance of doubt, nothing in this clause 9 limits or affects the rights of the Trustees, as shareholders in NPCDL and NPSDL, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual reports of NPCDL and NPSDL where the Trustees consider on reasonable grounds that the information is commercially or otherwise sensitive.

10. DISCLOSURE OF PLANS, REPORTS AND MINUTES

10.1 Documents to be available for inspection

The Trustees shall hold at the offices of Ngāti Pāhauwera Development Trust and make available for inspection by any Member of Ngāti Pāhauwera during normal business hours on any business days for each member of the Ngāti Pāhauwera Development Group:

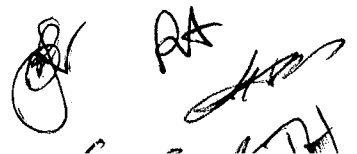
- 10.1.1 the Annual Report for each of the preceding three Income Years;
- 10.1.2 the Consolidated Financial Statements for the preceding three Income Years;
- 10.1.3 the Annual Plan;
- 10.1.4 the Five Year Plan;
- 10.1.5 the constitutions of NPCDL and NPSDL and/or any subsidiaries;
- 10.1.6 a list of the directors of NPCDL and NPSDL and/or any subsidiaries;
- 10.1.7 the minute book kept in accordance with clause 12.12 of all decisions taken and business transacted at every annual general meeting and special general meeting;
and
- 10.1.8 their own personal details on the Ngāti Pāhauwera Register; and
- 10.1.9 this Trust Deed.

10.2 Costs of copying

Any Member of Ngāti Pāhauwera shall be entitled to obtain copies of this information. However, the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

11. NO DISCLOSURE OF SENSITIVE INFORMATION

For the avoidance of doubt, but subject to the reporting obligations under this Deed of Trust, the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of Ngāti Pāhauwera Development Trust and the Ngāti Pāhauwera Development Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.



12. GENERAL MEETINGS

12.1 Trustees to hold annual general meeting of the Trust

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

12.1.1 report on the operations of the Ngāti Pāhauwera Development Group during the preceding Income Year;

12.1.2 present the Annual Report and duly audited Consolidated Financial Statements;

12.1.3 present the proposed Annual Plan;

12.1.4 announce the names of Trustees appointed in the course of the year;

12.1.5 approve the appointment of the auditor for the next Income Year;

12.1.6 undertake all other notified business; and

12.1.7 at the discretion of the Trustees, undertake any other general business raised at that meeting.

12.2 Notice of annual general meeting

That the Trustees shall give not less than 30 days' notice of the holding of the annual general meeting, such notice to be placed on the Trusts web site and Facebook; emailed to the known electronic email address; by text to the known contact cell phone and or posted to the last known postal address shown for each Adult Member of the Ngāti Pāhauwera Development Trust on the Ngāti Pāhauwera Register. Notice of the annual general meeting shall also be inserted prominently in the two major provincial newspapers circulating in the region where the trustees consider that a significant number of members



of Ngāti Pāhauwera reside being the Wairoa Star and HB Today. All such notices shall contain:

12.2.1 the date, time and place of the meeting;

12.2.2 an agenda of matters to be discussed, and resolutions to be put, at the meeting;
and

12.2.3 details of where copies of any information to be laid before the meeting may be inspected.¹

12.3 Notice of special general meetings

In addition to the annual general meeting of Ngāti Pāhauwera Development Trust, the Trustees shall convene a special general meeting of Ngāti Pāhauwera Development Trust on the written request of:

12.3.1 the majority of the Trustees from time to time; or

12.3.2 ten percent (10%) of Adult Members of Ngāti Pāhauwera.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Trustees, setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

¹ Previously read as: The Trustees shall give not less than 30 days notice of the holding of the annual general meeting, such notice to be posted to all Adult Members of Ngati Pahauwera at the last address shown for each such Adult Member of Ngati Pahauwera on the Ngati Pahauwera Register. Notice of the meeting shall also be inserted prominently in all major metropolitan newspapers circulating in New Zealand, and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Member of Ngati Pahauwera reside. All such notices shall contain:

12.2.1 the date, time and place of the meeting;

12.2.2 an agenda of matters to be discussed, and resolutions to be put, at the meeting; and

12.2.3 details of where copies of any information to be laid before the meeting may be inspected.

12.4 Annual general meeting not limited to notified business

At the discretion of the Chairperson, any general business raised at the designated time for general business at any annual general meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting.

12.5 Special general meeting limited to notified business

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

12.6 Invalidation

The accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by an Adult Member of Ngāti Pāhauwera, does not invalidate the proceedings at that meeting.

12.7 Deficiency of notice

Subject to clause 12.6, a deficiency or irregularity in any notice of any special or general meeting will not invalidate anything done at the meeting if:

12.7.1 the deficiency or irregularity is not material; and

12.7.2 the Adult Members of Ngāti Pāhauwera who attend the meeting agree to waive the deficiency or irregularity.

12.8 Quorum

The quorum required for any annual or special general meeting of Ngāti Pāhauwera Development Trust shall be twenty-five (25) Adult Members of Ngāti Pāhauwera present in person.

12.9 Chairing of meetings

The Trustees shall agree in advance who is to chair any annual or special general meeting. In the absence of agreement, the Trustees present shall elect one of their number as chair for a particular meeting.

12.10 Voting

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Member of Ngāti Pāhauwera present shall have one vote. Voting may be by ballot on the day, by announcement of properly received and recorded postal, internet on-line and or text votes.² Unless stated otherwise in this Trust Deed, questions arising at any annual or special general meeting shall be decided by a majority of votes of Adult Members of Ngāti Pāhauwera present in person at the meeting. However, except as provided in clauses 3, 12.1.5, 20, and 22, and in the Third Schedule, the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Trust Fund and carrying out the Trust Purposes.

12.11 Adjourned meetings

If within one hour of the time appointed for an annual general or a special general meeting, a quorum is not present, the meeting will stand adjourned to be reconvened 15 business days after the date of the meeting. Advertisement of the adjourned date is to be undertaken in accordance with clause 12.3 but individual notification is not required. On that later date, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from time appointed for that adjourned the meeting, the Adult Members of Ngāti Pāhauwera present will constitute a quorum.

12.12 Minutes

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

12.13 Minutes to be evidence of proceedings

Any minute of the proceedings, at an annual general meeting or a special general meeting which is purported to be signed by the Chairperson of that meeting, shall be evidence of those proceedings.

12.14 Minutes to be evidence of proper conduct

² Previously read as: Voting may be by voice or on a show of hands.

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

13. DISCLOSURE OF INTERESTS

13.1 Definition of interested Trustee

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

13.1.1 is a party to, or will derive a material benefit from that matter;

13.1.2 has a material financial interest in any other party to the matter;

13.1.3 is a director, officer, Trustee of any other party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a Trust controlled, by Ngāti Pāhauwera Development Trust or any subsidiary of Ngāti Pāhauwera Development Trust;

13.1.4 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

13.1.5 is otherwise directly or indirectly interested in the matter.

13.2 Disclosure of interest to other Trustees

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

13.2.1 if the monetary value of the Trustees interest is able to be quantified, the nature and monetary value of that interest; or

13.2.2 if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

13.3 Recording of Interest

A disclosure of interest by a Trustee shall be recorded in the minute book of Ngāti Pāhauwera Development Trust.

13.4 Dealings with Interested Parties

An interested Trustee shall not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.

14. PROHIBITION OF BENEFIT OR ADVANTAGE

In the carrying on of any business by any member of the Ngāti Pāhauwera Development Group under this Trust Deed, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

15. DISCLOSURE OF TRUSTEE REMUNERATION

The Trustees shall, in accordance with clause 8.1 show the amount of any remuneration paid to, or fees charged by, any Trustee or any Trustees firm and the amount of any premiums paid out of the Trust Fund for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to clause 17.



16. **LIABILITY OF TRUSTEES**

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

17. **INDEMNITY AND INSURANCE**

17.1 **Indemnity and insurance for Trustees**

Any Trustee, officer, or employee of Ngāti Pāhauwera Development Trust or any member of the Ngāti Pāhauwera Development Group may be indemnified or have their insurance costs met out of the Trust Fund which he or she incurs in defending any criminal or civil proceedings because of his or her actions in relation to Ngāti Pāhauwera Development Trust or any member of the Ngāti Pāhauwera Development Group, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of Ngāti Pāhauwera Development Trust or any member of the Ngāti Pāhauwera Development Group with the object of fulfilling the Trust Purposes.

17.2 **Indemnity and insurance costs to be just and equitable**

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

17.3 **Record of decisions**

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



18. SPECIFIC TRUSTS**18.1 Trustees may accept specific trusts**

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any Property upon trust for the Purposes of Ngāti Pāhauwera Development Trust or for any specific purpose that comes within the Trust Purposes. Such a trust may include any trust for the benefit of the Members of Ngāti Pāhauwera. Any Property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of the specific trust and shall not constitute part of the Trust Fund.

18.2 Specific trusts to be separate

If the Trustees accept a trust for any specific purpose as outlined in clause 18.1 it must keep the Properties subject to such trust and any income derived from it separate from the Trust Fund, and administer that Property and income as a separate specific trust in terms of the specific trust under which it was accepted.

18.3 Use of specific trust assets

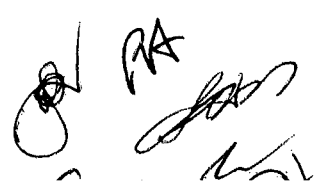
The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees may hold, and the Trustees shall also not use the Trust Fund to make good any deficit, loss, damage or breach of trust relating to any specific trust.

18.4 Indemnity and insurance re specific trusts

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

18.5 Expenses of specific trusts

Each separate specific trust shall bear its own administration expenses, plus a fair proportion (determined by the Trustees) of the administration expenses applicable to Ngāti Pāhauwera Development Trust.



19. **RECEIPTS FOR PAYMENTS**

The receipt of Ngāti Pāhauwera Development Trust signed by any person or persons authorised to give receipts on behalf of Ngāti Pāhauwera Development Trust, shall be a complete discharge from Ngāti Pāhauwera Development Trust for that payment.

20. **CUSTODIAN TRUSTEE**

20.1 The Trustees shall incorporate a limited liability company as a Custodian Trustee and on any such appointment or incorporation, the following provisions shall have effect:

20.1.1 the sole function of the Custodian Trustee shall be to hold and deal with the Trust Fund in accordance with any direction in writing by the Trustees for which purpose the Custodian Trustee shall execute all such documents and perform all such acts as the Trustees in writing direct;

20.1.2 the Custodian Trustee shall not be liable for acting on any such direction provided that if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law, or exposes the Custodian Trustee to any liability or is otherwise objectionable, the Custodian Trustee may apply to the Court for directions and any order giving any such directions shall bind both the Custodian Trustee and the Trustees;

20.1.3 the Custodian Trustee shall not be liable for any act or default on the part of any of the Trustees;

20.1.4 all actions and proceedings touching or concerning the Trust Fund may be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees, and the Custodian Trustee shall not be liable for the costs;

20.1.5 no person dealing with the Custodian Trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees, or be affected by notice of the fact that the Trustees have not concurred.

21. AMENDMENTS TO TRUST DEED

21.1 Special Resolution required

Subject to clauses 21.2 and 21.3, all amendments to the Trust Deed shall only be made with the approval of a Special Resolution passed in accordance with the Third Schedule.

21.2 Mandatory Amendment to Definition of Ngāti Pāhauwera

21.2.1 The Trustees must from time to time sign a deed of amendment amending the definition of Ngāti Pāhauwera to ensure it is the same as the definition of Ngāti Pāhauwera in the latest of the following:

- (a) the Agreement in Principle;
- (b) the Deed of Settlement;
- (c) the Settlement Act.

21.2.2 The Trustees must sign a deed of amendment under clause 21.2 as soon as possible after a change is required under that clause.

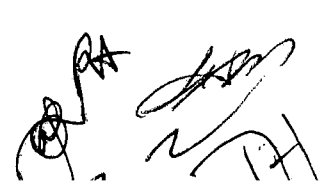
21.2.3 The new definition will have effect for the purposes of this deed immediately upon the Trustees signing a deed of amendment under clause 21.2.

21.3 Limitations on Amendment

No amendment shall be made to the Trust Deed which:

21.3.1 changes the Trust Purposes so that the Trustees are no longer required to act for the benefit of the present and future Members of Ngāti Pāhauwera;

21.3.2 changes this clause;



21.3.3 changes clause 22; or

21.3.4 changes the requirement for a Special Resolution (as defined from time to time), as outlined in this clause.

21.4 Amendment to make Trust a charity

Notwithstanding any other provision in this Trust Deed to the contrary, this Trust Deed may be amended, and the benefits conferred hereunder altered, in order for the Ngāti Pāhauwera Development Trust to become a charity and to qualify for any tax exemptions available from time to time for charitable entities under the provisions of the Income Tax Act 1994, provided that any such amendment:

21.4.1 is made in accordance with clause 21.1; and

21.4.2 does not change the Trust Purposes so that the Trustees are no longer required to act for the benefit of the present and future Members of Ngāti Pāhauwera; and

21.4.3 does not occur prior to any Settlement Act.

22. TERMINATION OF TRUST

Subject to clause 21.2 Ngāti Pāhauwera Development Trust established by this Trust Deed shall only be terminated or dissolved if the Adult Members of Ngāti Pāhauwera have, by Special Resolution:

22.1 resolved that it has become impossible, impracticable or inexpedient to carry out the Trust Purposes; and

22.2 nominated a Trust or other form of governance entity, established for the benefit of the present and future Members of Ngāti Pāhauwera, to which the Trust Fund should be paid or transferred (after the payment of all relevant costs, debts and liabilities).

23. PERPETUITIES

Unless stated otherwise in the Settlement Act, the perpetuity period for Ngāti Pāhauwera Development Trust is that period that commences on the date of this Trust Deed, and ends 80 years less one day after that date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities applicable to Ngāti Pāhauwera Development Trust are hereby specified accordingly.

24. DISPUTE RESOLUTION

24.1 Notice of Dispute

In the event that a dispute arises in relation to the interpretation of this Deed, it shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 business days of the receipt of the notice. The dispute will then be dealt with as follows:

24.1.1 Upon receipt of notice of the dispute under clause 24.1, the Trustees shall attempt to resolve that dispute;

24.1.2 If the dispute is not settled within 20 business days of the receipt by the Trustees of written notice of the dispute, then it shall be referred to a Disputes Committee constituted in accordance with clause 24.2.

24.2 Dispute Committee to be appointed as required

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed by the Trustees on a case-by-case basis, having regard to the precise subject matter of the dispute in question and only after the expiry of the 20 business day period referred to in clause 24.1.2 above.

24.3 Appointment and composition of Disputes Committee

A Disputes Committee shall comprise three Adult Members of Ngāti Pāhauwera, who shall be appointed for their skills and expertise in dealing with the issues that are the subject of

the relevant dispute, provided that such members cannot also be Trustees or employees of Ngāti Pāhauwera Development Trust.

24.4 Role of Disputes Committee

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

24.5 Deliberations of Disputes Committee

In dealing with any dispute, a Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with. The findings and decisions of a Disputes Committee shall be final and binding on the parties.

24.6 Notification of Outcome

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

25. REVIEW OF TRUST DEED

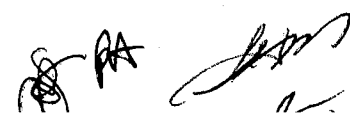
25.1 Review within four years

The Trustees shall, within four years of the Settlement Date, initiate a review of the terms and operations of this Trust Deed and in particular, shall review the arrangements relating to the election of Trustees, and all other aspects of the representation of Ngāti Pāhauwera within Ngāti Pāhauwera Development Trust.

25.2 Process of review

In conducting this review, the Trustees shall:

25.2.1 engage and consult with Ngāti Pāhauwera and in order to seek the views of Ngāti Pāhauwera on the terms of this Trust Deed, and in particular, the arrangements relating to the election of Trustees and representation of Ngāti Pāhauwera within Ngāti Pāhauwera Development Trust; and



25.2.2 have regard to the tikanga of Ngāti Pāhauwera.

25.3 Review to be independently facilitated

The process of engagement and consultation required by clause 25.2.1 shall be undertaken by an independent facilitator appointed by the Trustees. The role of the independent facilitator shall be to:

25.3.1 liaise with the Trustees in the preparation of any discussion materials to be distributed to Ngāti Pāhauwera;

25.3.2 facilitate any hui;

25.3.3 receive, compile and review any written submissions received from Ngāti Pāhauwera; and

25.3.4 make recommendations to the Trustees as to the amendments that should be made to the Trust Deed as a consequence of the information received from the process of engagement and consultation.

25.4 Outcome of review

Following the completion of the review, and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 25.3.4, the Trustees shall recommend amendments (if any) to this Trust Deed, and seek the approval of those amendments by Special Resolution in accordance with the Third Schedule.

RA [signature]

**FIRST SCHEDULE
ELECTIONS OF TRUSTEES**

1. ELECTION OF TRUSTEES

1.1 This Schedule to apply

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

1.2 Number of Trustees

The total number of trustees elected at any one time is seven persons.

2. ELIGIBILITY FOR ELECTION

2.1 Eligibility of Trustees

To be elected, a Trustee must, as at the closing date for nominations:

- (a) be recorded in the Ngāti Pāhauwera Register as being a member of Ngāti Pāhauwera; and
- (b) not otherwise be disqualified from holding office as a Trustee under rule 10 of this Schedule.

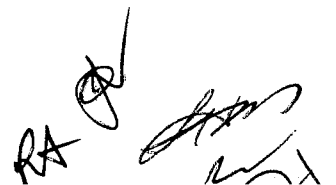
3. APPOINTMENT OF TRUSTEES

3.1 Initial Trustees

The initial Trustees shall comprise:

3.1.1 The three active section 30 members, Kuki Green, Tom Gemmell and Toro Waaka for a term of two (2) years; and

3.1.2 Four trustees elected in accordance with this schedule for a term of four years.



3.2 Trustees following expiry of Initial Terms

Following the expiry of the initial terms Trustees shall thereafter be elected for four (4) year terms and Trustees so appointed shall remain Trustees during that term subject to the provisions for earlier removal or replacement provided in this deed.

3.3 Eligibility of retiring Trustees

Trustees retiring from office shall be eligible for reappointment.

4. TIMING OF ELECTIONS

The elections for Trustees in any given Income Year must, except in the case of election of replacement Trustees in accordance with clause 11.1 of this Schedule, be concluded by the time of the annual general meeting of Ngāti Pāhauwera Development Trust in that Income Year. Elected Trustees shall take office at the annual general meeting immediately following the election.

5. MAKING OF NOMINATIONS

5.1 Calling for nominations

The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least three months before the annual general meeting of Ngāti Pāhauwera Development Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with rule 4 of this Schedule.

5.2 Timing for nominations

All nominations must be lodged with Ngāti Pāhauwera Development Trust no later than 20 days following the date upon which the notice calling for nominations is first given.

5.3 Nomination to be in writing and with consent of nominee

The nomination of a candidate for election as a Trustee shall be in writing, and must be endorsed in writing by the candidate.

6. HOLDING OF ELECTIONS

6.1 Mode of Voting

All elections shall be by postal ballot. Voting forms shall be delivered to the Chief Returning Officer appointed under rule 8 of this schedule.

6.2 Candidates with most votes elected

The successful candidates for election as Trustee shall be those candidates who receive the most validly cast votes from the Adult Members of Ngāti Pāhauwera.

7. NOTICE OF ELECTIONS

7.1 Notice to be given

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

7.2 Period of Notice

The Trustees shall give not less than 20 business days notice of the closing date for the elections and the method by which votes may be cast.

7.3 Method of Giving Notice

Notice under rule 7.2 of this Schedule shall be given by:

- (a) posting notice to each Member of Ngāti Pāhauwera; and
- (b) inserting a prominent notice on at least two separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of such Members of Ngāti Pāhauwera reside.

7.4 General Content of Notices

Every notice given in accordance with rule 7.3(a) and (b) shall contain:

- (a) A list of the candidates for election as Trustees;
- (b) the closing date for the elections; and
- (c) the method by which votes may be cast.

7.5 **Additional Content of Postal Notice**

Each notice given in accordance with rule 7.3(a) of this schedule shall also contain:

- (a) a voting form that contains information that is sufficient to identify the elector and the voting documents issued to that elector; and
- (b) Details of the procedure to be followed in making a vote by post, including the date by which the voting form must be received by the Chief Returning Officer;

8. **APPOINTMENT OF CHIEF RETURNING OFFICER**

8.1 **Appointment of the Chief Returning Officer**

For the purposes of elections, the Trustees shall appoint as required a Chief Returning Officer who may be an employee of Ngāti Pāhauwera Development Trust, but not a Trustee, and who shall be a person of standing within the community. The Chief Returning Officer shall receive all voting forms, keep a record of votes received and otherwise be responsible for coordinating Trustee elections.

9. **COUNTING OF VOTES**

9.1 **Counting votes and certifying election result**

Once all votes have been counted by the Chief Returning Officer, and the result of the election determined, the Chief Returning Officer shall certify the result of the election and communicate the result to Ngāti Pāhauwera Development Trust. The Trustees shall thereafter advise the candidates of the results and give notice of the same at the next annual general meeting of Ngāti Pāhauwera Development Trust.

10. TERMINATION OF OFFICE OF TRUSTEES

Notwithstanding the foregoing rules of this schedule, a Trustee shall cease to hold office if he or she:

- (a) retires from office by giving written notice to the Trustees;
- (b) complete his or her term of office and is not re-elected;
- (c) refuses to act;
- (d) Trustees to be censured or removed if they miss up to two (2) monthly meetings within the Trusts operating year;³
- (e) Trustees to be censured or removed where they act in a manner that brings into disrepute the Trust by a resolution passed by a majority of not less than 75% of the other trustees;⁴
- (f) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (g) becomes bankrupt or makes any composition or arrangement with his or her creditors; or
- (h) is convicted of an indictable offence; or
- (i) dies.

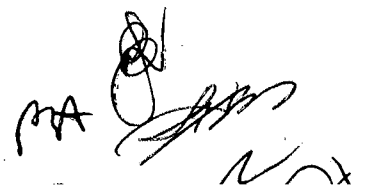
³ Previously read as:

10(d) is absent without leave from three consecutive ordinary meetings of the Trustees without good reason

⁴ New rule. NB: rule 10(e) to 10(h) renumbered accordingly.

11. RECORD OF CHANGES OF TRUSTEES

- 11.1 Upon termination of office of any Trustee, a replacement Trustee shall be appointed in accordance with the process set out in this Schedule. The replacement Trustee shall hold office for the remainder of the term of the Trustee that he or she has replaced.
- 11.2 Upon notification of every appointment, retirement, reappointment or termination of office of any Trustee, the Trustees will ensure that an entry is made in the minute book of Ngāti Pāhauwera Development Trust to that effect.

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**SECOND SCHEDULE
PROCEEDINGS OF TRUSTEES**

1. TRUSTEES TO REGULATE MEETINGS

The Trustees shall meet together not less than three times in an Income Year at not greater than four-monthly intervals for the dispatch of business. In addition, the majority of Trustees may at any time and by notice in writing to the Trustees summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene in such a meeting.

2. NOTICE OF MEETING

2.1 Notice to Trustees

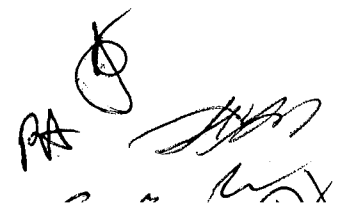
Written notice of every meeting shall be either hand delivered, posted or sent by facsimile or by electronic form to each Trustee at least five business days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand, unless that Trustee has provided details of where he or she may be contacted whilst overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice

Every notice of a meeting shall state the place, day and time of the meeting, and the subject matter of the meeting.

2.3 Waiver of notice

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

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2.4 Meeting limited to notified business

No business shall be transacted at any meeting of the Trustees, unless expressly referred to in the notice calling the meeting.

2.5 Deficiency of notice

Subject to rule 2.4 no accidental deficiency in the giving of the notice for any meeting of Trustees, shall otherwise invalidate such meeting or the proceedings at such meeting.

3. QUORUM

Four (4) Trustees shall constitute a quorum at meetings of the Trustees.

4. PROCEEDINGS AT MEETINGS

4.1 Decisions by majority vote

Unless stated otherwise in this Trust Deed, questions arising at any meeting of Trustees shall be decided by a majority of votes of Trustees at the meeting.

4.2 Chairperson

The Chairperson shall be one of the Trustees rotated at each meeting of the Trustees in alphabetical order by surname. However, if the Trustees resolve at the first meeting following the establishment of Ngāti Pāhauwera Development Trust they may choose to elect a Chairperson.

4.3 Vacancies

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

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4.4 Defects of appointment

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

5. ADVISORY TRUSTEES

5.1 Trustees may appoint Advisory Trustees

The Trustees may appoint any person, including kaumatua, as Advisory Trustees to provide advice on the administration of the Trust generally or on any matter or matters relating to the Trust as required by the Trustees.

5.2 Role of Advisory Trustees

The role of any Advisory Trustee appointed pursuant to rule 5.1 is solely to provide advice to the Trustees, and it is at the discretion of the Trustees whether or not to follow that advice. For the sake of clarity it is recorded that any Advisory Trustee is not a Trustee, and as such shall not:

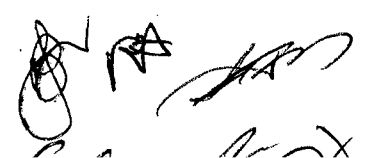
5.2.1 be counted in the quorum of the Trustees;

5.2.2 have any trust property vested in them; or

5.2.3 have any rights, powers, obligations or liabilities of a Trustee.

6. WRITTEN RESOLUTIONS IN LIEU OF MEETING

A written resolution signed by all the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees.



7. MINUTES

7.1 Minutes to be kept

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

7.2 Minutes to be evidence of proceedings

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

7.3 Minutes to be evidence of proper conduct

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

8. FORMS OF CONTRACTS

8.1 Contracts by deed

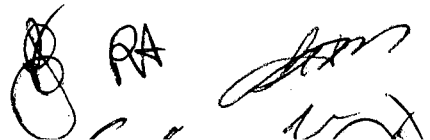
Any contract, which, if made between private persons, must be by deed, shall, if made by the Trustees of Ngāti Pāhauwera Development Trust, be in writing signed under the name of Ngāti Pāhauwera Development Trust by any three Trustees.

8.2 Contracts in writing

Any other form of contract shall, if made by the Trustees of Ngāti Pāhauwera Development Trust, be in writing signed under the name of Ngāti Pāhauwera Development Trust by a person acting with the express or implied authority of the Trustees.

8.3 Contracts pursuant to resolution

Notwithstanding anything to the contrary in rule 7, no contract made by or on behalf of the Trustees shall be invalid by reason only that it was not made in the manner provided by this clause, if it was made pursuant to a resolution of the Trustees.

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**THIRD SCHEDULE
PROCEDURE FOR PASSING SPECIAL RESOLUTION**

1. THIS SCHEDULE TO APPLY

A Special Resolution to:

- (a) amend this Trust Deed; or
- (b) terminate Ngāti Pāhauwera Development Trust; or
- (c) approve a Major Transaction,

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the special general meeting held for the purposes of considering the Special Resolution, or by post.

3. VOTING

In order for a Special Resolution to be passed, it must receive the approval of not less than 70% of those Adult Members of Ngāti Pāhauwera who validly cast a vote in accordance with this Schedule.

4. SPECIAL GENERAL MEETING REQUIRED

A special general meeting of Ngāti Pāhauwera Development Trust must be called for the purposes of considering one or more Special Resolutions. No other business may be transacted at such a special general meeting.

5. NOTICE

5.1 Notice of special general meeting

The Trustees shall give not less than 30 days of notice of the date, time and place of the special general meeting, called for the purposes of considering any Special Resolution.

5.2 Method of giving notice

Notice of a special general meeting called for the purposes of considering a Special Resolution shall be:

- (a) in writing and posted to all Adult Members of Ngāti Pāhauwera at the address shown for each such Adult Member of Ngāti Pāhauwera on the Ngāti Pāhauwera Register; and
- (b) Advertised prominently in the any major metropolitan newspapers circulating in New Zealand, and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Pāhauwera reside.

5.3 Content of notice to Members

All notices given in accordance with rule 5.2(a) of this Schedule shall contain:

- (a) the date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- (b) details of the proposed Special Resolution;

- (c) details of the reasons for the proposed Special Resolution, and the effect that the Special Resolution will have;
- (d) details of the procedure to be followed in making a postal vote, including the date postal voting closes;
- (e) a statement that postal votes may either be delivered to the Chief Returning Officer at the special general meeting, or posted;
- (f) a voting form.

5.4 **Content of advertisement**

All advertisements published in accordance with rule 5.2(b) shall contain the matters referred to in rule 5.3(a) and (b) together with the details of how and where any further information can be obtained.

6. **POSTAL VOTING**

6.1 **Other details to accompany vote**

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

6.2 **Timing of Postal Votes**

Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than three business days after the closing date, but only if the envelope containing the voting form date is stamped on or before the date that voting closes.

6.3 **Postal Votes may be received at the special general meeting**

Voting forms may be delivered to the Chief Returning Officer at the special general meeting, rather than being posted.

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1 Appointment of Chief Returning Officer

For the purposes of the Special Resolution, the Trustees shall appoint a Chief Returning Officer, who shall not be a Trustee or employee of Ngāti Pāhauwera Development Trust and who shall be a person of standing within the community.

7.2 Chief Returning Officer to receive voting forms

Voting forms must be addressed to the Chief Returning Officer.

7.3 Chief Returning Officer to be present at Special General Meeting

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

7.4 Only one vote to be cast

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Ngāti Pāhauwera, who votes on the Special Resolution.

7.5 Recording of votes

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

8. COUNTING OF VOTES

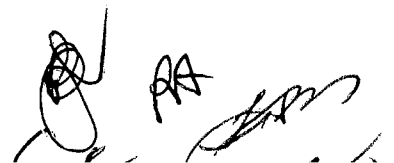
8.1 All votes to be counted

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

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8.2 Certification and notifying result

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

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FOURTH SCHEDULE
MEMBERSHIP OF NGATI PAHAUWERA AND NGATI PAHAUWERA REGISTER

1. TRUSTEES TO KEEP REGISTER

1.1 Trustees to maintain register:

The Trustees shall administer and maintain the Ngāti Pāhauwera Register, which is a register of the Members of Ngāti Pāhauwera.

1.2 Register to comply with this Schedule:

The Ngāti Pāhauwera Register shall be confirmed and maintained in accordance with the rules and procedures set out in this schedule.

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details

The Ngāti Pāhauwera Register shall record the names, dates of birth, and postal addresses of the Members of Ngāti Pāhauwera.

2.2 Beneficiary Registration Number

The Trustees will allocate a beneficiary identification number to each Adult Member of Ngāti Pāhauwera on the Register. The Trustees will immediately after allocation, notify the relevant Adult Member of Ngāti Pāhauwera of his or her beneficiary identification number.

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications:

Any applications for registration as a Member of Ngāti Pāhauwera must be made in writing to the Ngāti Pāhauwera Development Trust in the form approved by the Trustees from time to time. The application must contain:

- (a) the full name, date of birth and postal address of the applicant;



- (b) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngāti Pāhauwera.

3.2 **Amendment of Member Details**

Any Member of Ngāti Pāhauwera may amend his or her details as they appear on the Ngāti Pāhauwera Register by submitting a new application form in accordance with rule 3.1 above.

4. **DECISIONS AS TO MEMBERSHIP**

4.1 **Whakapapa Committee to be established:**

The Trustees shall establish a Whakapapa Committee to make decisions on any application for the recording of membership made pursuant to rule 3 of this Schedule.

4.2 **Composition of Whakapapa Committee:**

The Whakapapa Committee shall comprise 3 Adult Members of Ngāti Pāhauwera, appointed by the Trustees from time to time, with the expertise and knowledge of Ngāti Pāhauwera whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Pāhauwera whakapapa may be appointed to the Whakapapa Committee.

4.3 **Consideration of applications:**

All applications for membership pursuant to rule 3 of this Schedule with any supporting evidence shall be forwarded by the Trustees to the Whakapapa Committee.

4.4 **Decisions to be made on applications:**

Upon receipt of an application for membership in accordance with rule 3 of this Schedule, the Whakapapa Committee shall consider the application and shall make a decision as to whether the application should be accepted as to the applicant's status as a Member of Ngāti Pāhauwera.

4.5 Successful applications to be notified and registered:

In the event that the Whakapapa Committee decides that the application should be accepted, then such decision shall be notified in writing to Ngāti Pāhauwera Development Trust, which shall in turn notify the applicant and enter the applicant's name and other relevant details on the appropriate part of the Ngāti Pāhauwera Register.

4.6 Notification of unsuccessful applicants:

In the event that the Whakapapa Committee decides to decline the application as to the status of the applicant as a Member of Ngāti Pāhauwera then such decision shall be conveyed in writing to the Trustees, together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decisions together with the reasons given for the decision.

4.7 Unsuccessful applicant may reapply:

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Whakapapa Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one, any previous application) as to the applicant's status as a Member of Ngāti Pāhauwera.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies:

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

5.2 Assistance in identifying membership:

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

5.3 Responsibility of Members of Ngāti Pāhauwera:

Notwithstanding rules 1.1 and 5.2 of this schedule, it shall be the responsibility of each person who is a Member of Ngāti Pāhauwera, to ensure that his or her name is included on the Ngāti Pāhauwera Register and that his or her full postal address for the time being is provided and updated.

5.4 Consequences of registration:

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

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FIFTH SCHEDULE
LIST OF NGATI PAHAUWERA HAPU

- | | | |
|-------------------------|---------------------------------|--|
| • Ngarangiaitu | • Ngāti Hineiro | • Ngāti Pāhauwera |
| • Nga Uri-o-Mamangu | • Ngāti Hine Kete | • Ngāti Paikea |
| • Ngaitahuao/Ngaitahiao | • Ngāti Hinekino | • Ngāti Pari |
| • Ngaitaraparoa | • Ngāti Hine Ku | • Ngāti Paroa |
| • Ngai Kautata | • Ngāti Hinemokai | • Ngāti Patupaku |
| • Ngai Taane | • Ngāti Hine Mura | • Ngāti Pehi |
| • Ngai Tahu | • Ngāti Hine Rakai | • Ngāti Peke |
| • Ngai Tapui | • Ngāti Hine-te-Rangi/Hine Paia | • Ngāti Poporo |
| • Ngai Tataku | • Ngāti Hine Tunge | • Ngāti Pouanga |
| • Ngai Tatara | • Ngāti Honomokai | • Ngāti Poupou |
| • Ngai Tauhere | • Ngāti Ira | • Ngāti Puraro |
| • Ngai Taumau | • Ngāti Irirangi | • Ngāti Purua/Popoia |
| • Ngai Te Ao Kapiti | • Ngāti Iriwhata | • Ngāti Rahui |
| • Ngai Te Aonui | • Ngāti Kahu-o-te Rangi | • Ngāti Rangi Haere Kau |
| • Ngai Te Awha | • Ngāti Kaihaere | • Ngāti Rangitohumare/
Ngai Te Rangiohumere |
| • Ngai Te Huki | • Ngāti Katihe | • Ngāti Ririwehi |
| • Ngai Te Maaha | • Ngāti Kapekape | • Ngāti Ruakohatu |
| • Ngai Te Ngau Patea | • Ngāti Kapua Matotoru | • Ngāti Tahiroa |
| • Ngai Te Paanga | • Ngāti Kapukapu | • Ngāti Tahu |
| • Ngai Te Rangi Takuao | • Ngāti Kawe | • Ngāti Tangopu |
| • Ngai Te Rau | • Ngāti Kotihe | • Ngāti Taponga/Tapunga |
| • Ngai Te Rauiri | • Ngāti Kukura | • Ngāti Tatua |
| • Ngai Te Rongo | • Ngāti Kura/Kurahikakawa | • Ngāti Taumau |
| • Ngai Te Ruatai | • Ngāti Matengahuru | • Ngāti Tuhemata |
| • Ngai Te Ruruku | • Ngāti Matewai | • Ngāti Wera |
| • Ngāti Ao Kino | • Ngāti Mawete | • Ngāti Huatu |
| • Ngāti Heki | • Ngāti Moe | |
| • Ngāti Heouri | • Ngāti Mouru | |
| • Ngāti Hikapi | • Ngāti Paeahi | |

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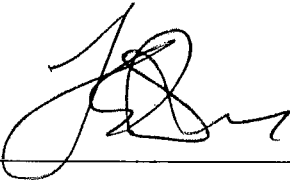
day of

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SIGNED

as Trustee in the presence of:

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Witness Signature

Witness Name

Witness Occupation

Witness Address

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as Trustee in the presence of:

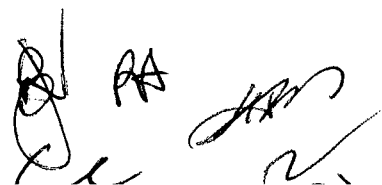
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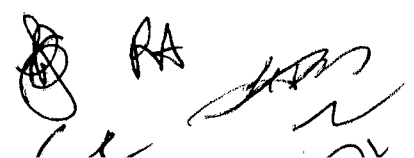
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Witness Occupation

Witness Address

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