

DEED OF TRUST FOR NGĀTI PĀHAUWERA DEVELOPMENT TRUST

**Deed of Amendment approved by Special Resolution of
Ngāti Pāhauwera Development Trust on [19] [October] 2014**

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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;

“Annual Plan” means the annual plan of Ngāti Pāhauwera Development Trust prepared in accordance with clause 6.1;

“Annual Report” means the annual report of the Ngāti Pāhauwera Development Group prepared by Ngāti Pāhauwera Development Trust in accordance with clause 7.1;

“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;

“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;

“Consolidated Financial Statements” means the consolidated financial statements of the Ngāti Pāhauwera Development Group prepared by the Trustees in accordance with clause 7.1;

“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 20;

“General Manager” means the General Manager of Ngāti Pāhauwera Development Trust appointed in accordance with clause 5.1, or any person carrying out a role equivalent to this office despite its title and office holder;

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

“Independent Verifier” means the person appointed as independent verifier for the purposes of an election of Trustees or voting a Special Resolution in accordance with the First and Third Schedules respectively;

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

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

but does not include:

- (d) Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the 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” means:

- (a) the collective group composed of individuals who descend from 1 or more Ngāti Pāhauwera ancestors and who are members of 1 or more of the Ngāti Pāhauwera hapū listed in the Fifth Schedule; and
- (b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph (a) above; and
- (c) every individual referred to in paragraph (a) above, as approved by the Whakapapa Committee.

In this definition **Ngāti Pāhauwera ancestor** means a recognised ancestor of any of the Ngāti Pāhauwera hapū who exercised the customary rights predominantly in relation to the core area of interest at any time after 6 February 1840 and until 6 February 1880. Pursuant to rule 4.1 of the Fourth Schedule, any matters relating to any Ngāti Pāhauwera ancestor may be consulted with the Whakapapa Committee.

For the purposes of paragraph (a) above, a person is descended from another person if descended from that other person by:

- (i) birth; or
- (ii) legal adoption ; or
- (iii) Māori customary adoption in accordance with Ngāti Pāhauwera tikanga (Whangai), as approved by the Whakapapa Committee.

In this definition, **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including:

- (A) rights to occupy land; and
- (B) rights in relation to the use of land or other natural or physical resources.

“Ngāti Pāhauwera Development Group” means Ngāti Pāhauwera Development Trust, Subsidiaries (if any) 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 Member Registration Number” means the identification number assigned to each Member of Ngāti Pāhauwera in accordance with rule 2.2 of the Fourth Schedule;

“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;

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

“Related Person” has the same meaning as provided in the Income Tax Act 2007.

“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 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;

“Subsidiary” or **“Subsidiaries”** means any entity or trust that is:

(a) wholly owned; or

(b) controlled directly

by the Trust;

For completeness, the existing Subsidiaries of Ngāti Pāhauwera Development Group at the date of this Trust Deed are listed in the Sixth Schedule;

“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;

“Whakapapa Committee” means the committee established in accordance with rule 4 of the Fourth Schedule.

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 NGĀTI PĀHAUWERA 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 created under this Trust Deed 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 Development Group.

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 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;
- 2.4.4 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;
- 2.4.5 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;
- 2.4.6 to recover lands of importance to Ngāti Pāhauwera including lands not able to be returned in any settlement;
- 2.4.7 to develop policies to control the distribution of profits within the Ngāti Pāhauwera Development Group and to the Ngāti Pāhauwera Tiaki Trust; and
- 2.4.8 any other purpose that is considered by the Trustees from time to time, to be beneficial to Ngāti Pāhauwera.

3. 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 Communications with Trustees

The Trustees shall ensure that appropriate steps are taken for allowing communications with the Members of Ngāti Pāhauwera. For completeness, such steps can include setting up official social media accounts as well as ensuring appropriate avenues of communications through Ngāti Pāhauwera's official website. In addition, the Trustees could also include being reached through official Ngāti Pāhauwera email addresses or, alternatively, through their personal or business email addresses, as they consider appropriate. The Trustees may conduct such communications through the General Manager, at their discretion.

5. GENERAL MANAGER AND OTHER EMPLOYEES

5.1 Trustees may appoint General Manager

The Trustees may appoint a General Manager 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 General Manager

The General Manager 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 General Manager nor may a Trustee be an employee of Ngāti Pāhauwera Development Trust.

5.4 Communications with General Manager

The General Manager shall ensure that appropriate steps are taken for allowing communications with the Members of Ngāti Pāhauwera. For completeness, such steps can include setting up official social media accounts as well as ensuring appropriate avenues of communications through Ngāti Pāhauwera's official website. In addition, the General Manager could also include being reached through an official Ngāti Pāhauwera email address or alternatively, through a personal or business email address. The General Manager can also make available and keep updated a frequently asked questions (FAQ) section in Ngāti Pāhauwera's website.

6. PLANS

6.1 Trustees to prepare annual plan

The Trustees, following consultation with Ngāti Pāhauwera, 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:

- 6.1.1** the strategic vision of Ngāti Pāhauwera Development Trust for the Ngāti Pāhauwera Development Group;
- 6.1.2** 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;
- 6.1.3** the ratio of capital to total assets, in order to provide sufficient information regarding the capacity of the Trusts' capital to support its assets;
- 6.1.4** the performance targets and measurements by which performance of the Ngāti Pāhauwera Development Group may be judged;
- 6.1.5** the manner in which it is proposed that projected income will be dealt with;
- 6.1.6** any proposals for the ongoing management of the Trust Fund having regard to the interests of the Members of Ngāti Pāhauwera; and
- 6.1.7** such other information as the Trustees in their discretion consider necessary.

6.2 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 6.1.1 to 6.1.7 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.

6.3 Twenty year strategic plan

The Trustees may from time to time, following consultation with Ngāti Pāhauwera, produce and update as necessary a twenty year strategic plan. Such a plan will have the purpose of addressing those matters referred to in clauses 6.1.1 to 6.1.7 as well as any other long-term aspirations or any such policy documents that the Trustees or the Members of Ngāti Pāhauwera may decide upon.

7. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

7.1 Preparation of annual report

The Trustees must, within four months after the end of each Income Year, and no later than 20 Business Days prior to an annual general meeting, 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.

7.2 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.

7.3 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.

8. DISCLOSURE OF PLANS, REPORTS AND MINUTES

8.1 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 (as applicable):

8.1.1 the Annual Report for each of the preceding three Income Years;

8.1.2 the Consolidated Financial Statements for the preceding three Income Years;

8.1.3 the Annual Plan;

8.1.4 the five year strategic plan and the twenty year strategic plan;

8.1.5 the constitutions of any Subsidiaries;

8.1.6 a list of the directors of any Subsidiaries;

8.1.7 the minute book kept in accordance with clause 10.12 of all decisions taken and business transacted at every annual general meeting and special general meeting; and

8.1.8 this Trust Deed.

8.2 **Costs of copying**

Any Member of Ngāti Pāhauwera shall be entitled to obtain copies of the information as described in clause 8.1. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

9. **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.

10. **GENERAL MEETINGS**

10.1 **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:

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

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

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

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

10.1.5 undertake all other notified business; and

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

10.2 **Notice of annual general meeting**

The Trustees shall give not less than 30 days' notice of the holding of the annual general meeting, such notice to be sent by written electronic form to all Adult Members of Ngāti Pāhauwera at the last known or registered email address for each such Adult Member of Ngāti Pāhauwera. Notice of the meeting shall also be advertised prominently on Ngāti Pāhauwera's official website as well as on any official social media accounts. All such notices shall contain:

10.2.1 the date, time and place of the meeting;

10.2.2 an agenda of matters to be discussed, and proposed resolutions to be passed at the meeting; and

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

For the purposes of this clause 10.2 and clause 10.3, and in accordance with rule 5.3 of the Fourth Schedule, it is a responsibility of all Adult Members of Ngāti Pāhauwera to:

- a) register an operative email address with the Trust;
- b) update any changes to their email address or personal details as soon as this occurs; and

- c) regularly check Ngāti Pahauwera's official website as well as any official social media accounts.

Any absence of notice due to lack of registered or updated email addresses or unnoticed advertisements will be sole responsibility of each such Adult Member of Ngāti Pāhauwera.

10.3 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:

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

10.3.2 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.

10.4 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.

10.5 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.

10.6 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.

10.7 Deficiency of notice

Subject to clause 10.6, a deficiency or irregularity in any notice of any special or general meeting will not invalidate anything done at the meeting if:

10.7.1 the deficiency or irregularity is not material; and

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

10.8 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.

10.9 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.

10.10 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 voice or on a show of hands. Any Adult Member of Ngāti Pāhauwera who is overseas at the time of any annual or special general meeting or is not able to attend in person shall also have one vote. In this last case, voting will be by means of an online voting system and for the purposes of this Trust Deed, and especially for this clause 10.10, those Adult Member of Ngāti Pāhauwera who are overseas or are not able to attend the annual or special general meeting will be deemed as present in person at the meeting. 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, 10.1.5, and 18, 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.

10.11 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 10.3 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.

10.12 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.

10.13 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.

10.14 Minutes to be evidence of proper conduct

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

10.15 Speaking rights at meetings

At any formally constituted annual general meeting or special general meeting, the right to speak will be reserved exclusively for Adult Members of Ngāti Pāhauwera. If any other person present at those meetings would like to speak, first it will be necessary for them to request and obtain permission to speak from the person appointed pursuant to clause 10.9 as chair of the meeting.

11. DISCLOSURE OF INTERESTS

11.1 Definition of interested Trustee

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

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

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

11.1.3 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;

11.1.4 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

11.1.5 is otherwise directly or indirectly interested in the matter.

11.2 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:

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

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

11.3 Recording of Interest

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

11.4 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. If the numbers of interested Trustees should be such that the number of remaining Trustees is not sufficient for forming a quorum in accordance with rule 3 of the Second Schedule, the matter shall be dismissed.

12. 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.

13. DISCLOSURE OF TRUSTEE REMUNERATION

The Trustees shall, in accordance with clause 7.1 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 15.

14. 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.

15. INDEMNITY AND INSURANCE

15.1 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.

15.2 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.

15.3 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.

16. SPECIFIC TRUSTS

16.1 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.

16.2 Specific trusts to be separate

If the Trustees accept a trust for any specific purpose as outlined in clause 16.1 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.

16.3 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.

16.4 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.

16.5 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.

17. AMENDMENTS TO TRUST DEED

17.1 Special Resolution required

Subject to clause 17.2, all amendments to the Trust Deed shall only be made with the approval of a Special Resolution passed in accordance with the Third Schedule.

17.2 Limitations on Amendment

No amendment shall be made to the Trust Deed which:

17.2.1 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;

17.2.2 changes this clause;

17.2.3 changes clause 18; or

17.2.4 changes the requirement for a Special Resolution (as defined from time to time).

18. TERMINATION OF TRUST

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:

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

18.2 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).

19. PERPETUITIES

Pursuant to section 18 of the Settlement Act the rule against perpetuities and the provisions of the Perpetuities Act 1964 do not apply to the Trust.

20. DISPUTE RESOLUTION

20.1 Notice of Dispute

In the event that a dispute arises in relation to the interpretation of this Trust 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:

20.1.1 Upon receipt of notice of the dispute under clause 20.1, the Trustees shall attempt to resolve that dispute;

20.1.2 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 20.2.

20.2 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 20.1.2 above.

20.3 Appointment and composition of Disputes Committee

A Disputes Committee shall comprise three Adult Members of Ngāti Pāhauwera appointed by the Trustees, 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.

20.4 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.

20.5 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.

20.6 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.

21. REVIEW OF TRUST DEED

21.1 Review at discretion of Trustees

The Trustees may review this Trust Deed from time to time at their discretion. Any such reviews will be carried out in a manner they consider appropriate, which in any case will have regard to the tīkanga of Ngāti Pāhauwera. Following the completion of any review, the Trustees shall recommend amendments (if any) to this Trust Deed, and seek the

approval of those amendments by Special Resolution in accordance with clause 17 and the Third Schedule.

**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;
- (b) not otherwise be disqualified from holding office as a Trustee under rule 10 of this Schedule;
- (c) fulfil all criteria based on character requirements of candidates as determined from time to time by the Trustees. For completeness, these character requirements may include providing the Trustees with police records, credit checks and other checks as well as supporting information requirements as the Trustees may request at their discretion;
- (d) reside within or no further than 200 kilometres away from Ngāti Pāhauwera's rohe;

- (e) be endorsed in writing by a minimum of 10 Adult Members of Ngāti Pāhauwera; and
- (f) provide both the Trustees and Ngāti Pāhauwera with a written profile, covering letter and/or a video describing their background, qualifications, experience and other characteristics that in their view make them a suitable candidate to be a Trustee of Ngāti Pāhauwera.

3. APPOINTMENT OF TRUSTEES

3.1 Terms of Trustees

Trustees shall 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 Trust Deed.

3.2 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 rule 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. All nominations shall include evidence or a declaration of meeting all eligibility requirements listed in rule 2.1 of this Schedule as at the closing date for nominations.

6. HOLDING OF ELECTIONS

6.1 Mode of Voting

All elections shall be by means of an online voting system.

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) written electronic form sent to each Member of Ngāti Pāhauwera at the last known or registered email address for each such Adult Member of Ngāti Pāhauwera; and
- (b) inserting a prominent notice on Ngāti Pāhauwera's official website as well as on any official social media accounts, which shall be kept visible throughout the complete period of notice referred to under rule 7.2 and until the elections have finished.

For the purposes of this rule 7.3 and in accordance with rule 5.3 of the Fourth Schedule, it is a responsibility of all Adult Members of Ngāti Pāhauwera to:

- a) register an operative email address with the Trust;
- b) update any changes to their email address or personal details as soon as this occurs; and
- c) regularly check Ngāti Pāhauwera's official website as well as any official social media accounts.

Any absence of notice due to lack of registered or updated email addresses or unnoticed advertisements will be sole responsibility of each such Adult Member of Ngāti Pāhauwera.

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.

8. APPOINTMENT OF INDEPENDENT VERIFIER

8.1 Appointment of Independent Verifier

For the purposes of elections, the Trustees shall appoint as required an Independent Verifier who shall not be a Trustee or employee of Ngāti Pāhauwera Development Trust and who shall be a person of standing within the community. The Independent Verifier shall 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 Independent Verifier, and the result of the election determined, the Independent Verifier 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) completes his or her term of office and is not re-elected;
- (c) refuses to act;
- (d) is absent without leave from two consecutive ordinary meetings of the Trustees unless the absence is approved by a majority of not less than 75% of the other Trustees;

- (e) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (f) becomes bankrupt or makes any composition or arrangement with his or her creditors; or
- (g) is convicted of an indictable offence;
- (h) dies;
- (i) breaches material confidentiality obligations as a Trustee or causes or commits any serious breaches of trust;
- (j) is removed from office by a Special Resolution passed in accordance with the Third Schedule; or
- (k) pursuant to rule 11 of this Schedule, brings Ngāti Pāhauwera Development Group into disrepute.

11. NGĀTI PĀHAUWERA DEVELOPMENT GROUP NOT TO BE BROUGHT INTO DISREPUTE

11.1 Trustees not to bring into disrepute

No Trustee shall act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Pāhauwera Development Group into disrepute. Examples of actions (or omissions):

- (a) a Trustee refusing to act when they should;
- (b) sustained absence of a Trustee without permission or reasonable excuse;
- (c) conviction of a serious dishonesty offence or an indictable offence; or
- (d) bankruptcy or being subject to a compulsory treatment order.

11.2 Directors not to bring into disrepute

The Trustees shall also ensure that Subsidiaries are established on terms which provide that the directors or trustees of any such Subsidiary are not to act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Pāhauwera Development Group into disrepute.

11.3 Trustees may be censured or removed

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any member of the Ngāti Pāhauwera Development Group may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office.

11.4 Censure or removal to be notified

The censure or removal of a Trustee in accordance with this rule shall, together with reasons, be reported to the Members of Ngāti Pāhauwera at the next annual general meeting of the Trust following such censure or removal.

11.5 Effect of Removal

A Trustee removed from office in accordance with rule 11.3 shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than three (3) years following his or her removal. Each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust Fund to the other Trustees and any replacement trustee in the event that the Trustee is removed from office under rule 11.3.

12. RECORD OF CHANGES OF TRUSTEES

- 12.1 Upon termination of office of any Trustee as per rules 10 and 11 of this Schedule, 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.

- 12.2 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.

**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.

2.4 Meeting limited to notified business

Other than general business matters, 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. CHAIRPERSON

4.1 Trustees to appoint

At the first meeting of the Trustees following an election, the Trustees shall appoint one (1) of their number to be Chairperson.

4.2 Voting on appointment

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

4.3 Termination of office

The Chairperson will cease to hold office after an election of Trustees, in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by the Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson ceases to hold that office then a further appointment in accordance with rule 4.1 of this Schedule shall be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1 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.

5.2 Chairperson

The Chairperson shall take the chair at all meetings of the Trustees. If the Chairperson is not present then the Trustees present shall elect one (1) of their number to be chairperson of the meeting.

5.3 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.

5.4 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.

6. ADVISORY TRUSTEES

6.1 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.

6.2 **Role of Advisory Trustees**

The role of any Advisory Trustee appointed pursuant to rule 6.1 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:

- 6.2.1 be counted in the quorum of the Trustees;
- 6.2.2 have any trust property vested in them; or
- 6.2.3 have any rights, powers, obligations or liabilities of a Trustee.

7. **DELEGATION TO COMMITTEES BY TRUSTEES**

7.1 **Trustees may appoint committees**

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee shall chair any such committee.

7.2 **Committees to report to Trustees**

All committees appointed under rule 6.1 of this Schedule shall report to the Trustees in respect of their activities and such reports shall, unless a direction is made to the contrary by the Trustees:

- (a) be provided on a monthly basis; and
- (b) contain details of the activities of the committee since the last such report.

7.3 Regulation of procedure by committees

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

8. TRUSTEES TO ESTABLISH SUBSIDIARIES

8.1 Establishment of Subsidiaries

In receiving, managing 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 may establish and oversee the operations of any Subsidiaries.

8.2 Ownership and Control of Subsidiaries

Any Subsidiary must manage any of the Trust Fund assets it holds solely for the benefit of the Members of Ngāti Pāhauwera. The Trustees shall have and retain the power to appoint and remove the trustees and directors or any responsible bodies of any Subsidiary wholly owned or directly controlled by the Trust. For these purposes, the Trustees may require the candidates to any position (i.e. as trustees or directors or responsible bodies) of any Subsidiary to fulfil the eligibility requirements established in rule 2.1 of the First Schedule.

8.3 Trustees to monitor

In giving effect to the Trust's Purposes the Trustees shall be responsible for monitoring and otherwise overseeing the activities of any Subsidiary. The Trust shall exercise its control in any Subsidiaries in such a way as to ensure any Subsidiary carries out their activities in a manner which is consistent with the Trust's Purposes.

8.4 Assets held for Ngāti Pāhauwera

All assets held and income derived by any member of the Ngāti Pāhauwera Group shall be applied in a manner which is consistent with the Trust's Purposes.

8.5 Directors responsible for governance

For the avoidance of doubt, and except as expressly provided by this Trust Deed, all companies and other entities within the Ngāti Pāhauwera Group shall be governed by their respective boards and the role of the Trustees in respect of those companies other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders, or (as applicable) appointer, and beneficiary of the relevant entity.

8.6 Remuneration of directors and other trustees

The Trustees shall determine the remuneration payable to any director or trustee or controlling body of any Subsidiary that is wholly owned or directly controlled by the Trust.

8.7 No influence in determining remuneration

No Trustee receiving any remuneration referred to in rule 8.6 shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment if the circumstances in which it is to be paid.

9. APPOINTMENT OF DIRECTORS AND TRUSTEES

9.1 Appointment and removal of directors and trustees

The directors and trustees or any responsible body of any Subsidiary that is wholly owned or directly controlled by the Trust shall be appointed and removed by the Trustees.

9.2 Trustees as directors and trustees of Subsidiaries

Trustees in office may be appointed as directors or trustees of any individual Subsidiary.

9.3 Appointments with regard to skills and expertise

A director and a trustee or controlling body of any Subsidiary shall only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates and having regard to the activities that the Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board.

10. SUBSIDIARIES TO PREPARE PLANS AND REPORTS

10.1 Trustees may request Subsidiaries to prepare plans, statements of intent and reports

The Trustees may at their discretion request a Subsidiary to provide plans, statements of intents, reports or any other information or strategy document as they consider appropriate. The timing and process for providing any such documents will be determined by the Trustees on case-by-case basis.

11. TELECONFERENCE MEETINGS

For the purposes of these rules a teleconference meeting between a number of Trustees or committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to teleconference meetings so long as the following conditions are met:

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a teleconference meeting and to be linked for the purposes of such a meeting. Notice of a teleconference meeting may be given on the telephone;
- (b) throughout the teleconference meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the teleconference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the teleconference meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chairperson's express consent;

- (e) a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference meeting unless he or she leaves the meeting with the Chairperson's express consent; and
- (f) a minute of the proceedings at a teleconference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting.

12. **WRITTEN RESOLUTIONS IN LIEU OF MEETING**

A written resolution either signed or agreed via email by a majority of the Trustees in accordance with rule 5.1 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.

13. **MINUTES**

13.1 **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.

13.2 **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.

13.3 **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.

14. FORMS OF CONTRACTS

14.1 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.

14.2 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.

14.3 Contracts pursuant to resolution

Notwithstanding anything to the contrary in rule 13, no contract made by or on behalf of the Trustees shall be invalid by reason only that it was not made in the manner provided by this rule 14, if it was made pursuant to a resolution of the Trustees.

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; or
- (d) remove a Trustee from office,

shall only be passed as set out in this Schedule.

2. SPECIAL GENERAL MEETINGS

Voting on a Special Resolution may be by voice or on a show of hands. Every Adult Member of Ngāti Pāhauwera present shall have one vote. Any Adult Member of Ngāti Pāhauwera who is overseas at the time of any annual or special general meeting or is not able to attend in person shall also have one vote. In this last case, voting will be by means of an online voting system and for the purposes of this Trust Deed, and especially for this rule 2, those Adult Member of Ngāti Pāhauwera who are overseas or are not able to attend the annual or special general meeting will be deemed as present in person at the meeting.

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 AND CONDUCT

5.1 Notice of special general meeting

The provision of clauses 10.2, 10.3 and 10.5 through to 10.7 shall apply in respect of notices and conduct of special general meetings and any reference to “annual general meeting” shall be deemed to refer to “special general meeting”.

5.2 Content of notice to Members

All notices given for the purpose of a special general meeting in accordance with rule 5.1 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) an explanation of any proposed Special Resolution; and
- (c) details of the voting procedure to be followed.

6. APPOINTMENT OF INDEPENDENT VERIFIER

6.1 Appointment of Independent Verifier

For the purposes of the Special Resolution, the Trustees shall appoint as required an Independent Verifier who shall not be a Trustee or employee of Ngāti Pāhauwera Development Trust and who shall be a person of standing within the community. The Independent Verifier shall keep a record of votes received and otherwise be responsible for coordinating the voting of a Special Resolution.

7. COUNTING OF VOTES

7.1 All votes to be counted

Once the voting process has been completed the Independent Verifier count and record all votes validly cast.

7.2 Certification and notifying result

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

FOURTH SCHEDULE
MEMBERSHIP OF NGĀTI PĀHAUWERA AND NGĀTI PĀHAUWERA 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 as well as email addresses of the Members of Ngāti Pāhauwera.

2.2 Ngāti Pāhauwera Member Registration Number

The Trustees will allocate a Ngāti Pāhauwera Member Registration 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 Ngāti Pāhauwera Member Registration 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 as well as email 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. In particular, in accordance with rule 5.3 of this Schedule, it is a responsibility of all Adult Members of Ngāti Pāhauwera to:

- a) register an operative email address with the Trust; and
- b) update any changes to their email address or personal details as soon as this occurs.

4. **DECISIONS AS TO MEMBERSHIP AND OTHERS**

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 as well as on other matters this Trust Deed or the Trustees may rely on the advice of the Whakapapa Committee. In particular, the Whakapapa Committee will be consulted in case of:

- a) requests from any Adult Member of Ngāti Pāhauwera to include, remove or amend a hapū from the list included in the Fifth Schedule as per rule 4.3 of this Schedule;
- b) requests from any Adult Member of Ngāti Pāhauwera to consider any matter relating to a Ngāti Pāhauwera ancestor pursuant to the definition of Ngāti Pāhauwera under clause 1.1. of this Trust Deed; and
- c) any other matter that this Trust Deed or the Trustees request the Whakapapa Committee to review and decide upon.

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 as well as on other matters this Trust Deed or the Trustees may rely on the advice of the Whakapapa Committee. Trustees with the required expertise and knowledge of Ngāti Pāhauwera whakapapa may be appointed to the Whakapapa Committee.

4.3 Amendments to list of hapū:

Any Adult Member of Ngāti Pāhauwera may request any hapū to be included, removed or amended from the list of hapū contained in the Fifth Schedule. In these cases the following shall apply:

- a) the request shall be in writing, in the form approved from time to time by the Trustees;
- b) the request shall be directed to the General Manager in representation of the Trustees;
- c) the request shall contain the full name, date of birth and postal as well as email address of the applicant; and
- d) the request shall contain any such evidence or supporting information that the Trustees may from time to time require.

4.4 Consideration of applications:

All applications for membership pursuant to rule 3 of this Schedule as well as other decisions or matters this Trust Deed or the Trustees may refer to the Whakapapa Committee with any supporting evidence shall be forwarded by the Trustees to the Whakapapa Committee.

4.5 Decisions to be made on applications:

Upon receipt of an application for membership in accordance with rule 3 of this Schedule or upon receipt of an application for amending the list of hapū under rule 4.3 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 or as to amending the list of hapū contained in the Fifth Schedule. The same applies for other decisions or matters this Trust Deed or the Trustees may refer to the Whakapapa Committee.

4.6 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, or if applicable amend the list of hapū contained in the Fifth Schedule.

4.7 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, or as to amending the list of hapū contained in the Fifth Schedule, 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.

4.8 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, or as to amending the list of hapū contained in the Fifth Schedule.

5. MAINTENANCE OF REGISTER AND LIST OF HAPŪ

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 and list of hapū are maintained in a condition

that is as up to date, accurate and complete as possible in recording the Members of Ngāti Pāhauwera as well as the hapū of Ngāti Pāhauwera. The maintenance of the Ngāti Pāhauwera Register includes 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 and hapū:

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. As to the list of Ngāti Pāhauwera hapū, the Trustees shall also include policies for assisting in the identification and recording of any necessary amendments to the list of hapū contained in the Fifth Schedule.

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 and email 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 and that person's Ngāti Pāhauwera Member Registration Number shall be conclusive evidence of that person's status as a Member of Ngāti Pāhauwera. Likewise, the inclusion of a Ngāti Pāhauwera hapū in the list contained in the Fifth Schedule shall be conclusive evidence of that hapū being a Ngāti Pāhauwera hapū.

FIFTH SCHEDULE

LIST OF NGĀTI PĀHAUWERA HAPŪ

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

SIXTH SCHEDULE
SUBSIDIARIES OF NGĀTI PĀHAUWERA DEVELOPMENT GROUP

At the date of this Trust Deed the existing Subsidiaries of Ngāti Pāhauwera Development Group are the following:

- **Ngāti Pāhauwera Development Trust Limited**
- **Ngāti Pāhauwera Commercial Development Limited**
- **Ngāti Pāhauwera Tiaki Trust**

EXECUTED as a Deed on this _____ day of _____ 2014:

SIGNED _____)

as Trustee in the presence of: _____)

)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED _____)

as Trustee in the presence of: _____)

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Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED)

as Trustee in the presence of:)

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Witness Signature

Witness Name

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Witness Occupation

Witness Address