



10054368408

CHARITABLE TRUSTS ACT 1957

I, Frederick Te Miha, do solemnly and sincerely declare as follows:

1. I am the chairperson and a trustee of the Ngati Tama Manawhenua Ki Te Tau Ihu Trust being a trust incorporated under the Charitable Trusts Act 1957 under No 574867.
2. The alteration of the Rules of Ngati Tama Manawhenua Ki Te Tau Ihu Trust, such changes being incorporated into one document as set out in the attached document marked "A", has been made in accordance with the Trust Deed.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Decared at Nelson

On 12th of July 2007

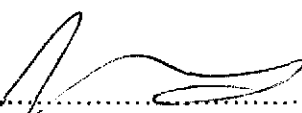
Before me:

Frederick Te Miha

 Frederick Te Miha

NPC# 13

17 JUL 2007

Signed.....

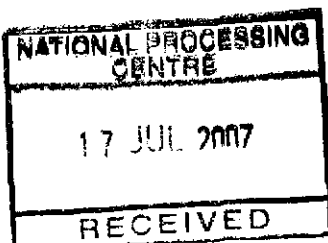
Name.....

Solicitor of the High Court of New Zealand

NPC# 13

JUL 2007

Justine Leanne Inns (BA/LLB)
Solicitor of the High Court of New Zealand



DEED dated 2nd September 2006

PARTIES

1. **Frederick Te Miha** of Motueka, Contractor
2. **Andrew David Stephens** of Delaware Bay, Nelson, Fisherman
3. **Robert Te Waari McKewen** of Paraparaumu, Civil Servant
4. **Hemingamoana Ropata** of Porirua, Retired
5. **Phillip Charles Sparks** of Wellington, Teacher
6. **John Tahana Ward-Holmes** of Takaka, Farmer
7. **Mairangi Reiher** of Takaka, Retired
8. **Judith Merenako Billens** of Nelson, Retired
9. **Hinga Ellen Te Miha** of Motueka, Seasonal Worker
10. **Moetu Stephens** of Nelson, Iwi Monitor

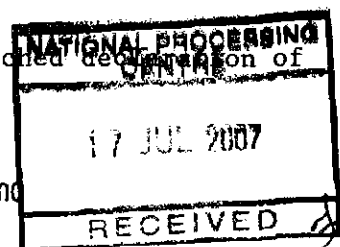
INTRODUCTION

- A. By trust deed dated 4 February 1993, there was established the Ngati Tama Manawhenua Ki Te Tau Ihu Trust ("Trust"), a charitable trust registered under the Charitable Trusts Act 1957 on 17 February 1993.
- B. The parties named above are the current trustees.
- C. The trust deed provides that the beneficiaries are empowered to alter in any way all or any of the terms of the Trust established by that trust deed provided that no alteration should be made unless 75% of the votes cast at a meeting of beneficiaries called for such purpose agree to such alteration.
- D. The beneficiaries have, at a meeting called for the purposes of altering the trust deed, agreed to the variation of the Trust as set out in this Deed.
- E. This Deed provides for the Trust to act, amongst other things, as the Mandated Iwi Organisation of Ngati Tama Manawhenua Ki Te Tau Ihu for the purposes of the Maori Fisheries Act 2004 and to act as the Iwi Aquaculture Organisation for the purpose of the Maori Commercial Aquaculture Claims Settlement Act 2004.
- F. This Deed sets out the functions and purposes, and provides for the control, governance and operation of the Trust.

This is the paper writing marked "A" referred to in the attached declaration of Frederick Te Miha declared at Nelson on before me:



Justine Leanne Inns (BA/LLB)
Solicitor of the High Court of New Zealand



BY THIS DEED

The terms of the Trust are altered by the deletion of paragraphs 1-25 of the trust deed dated 4 February 1993 and the substitution of the following:

TRUST TERMS

1. INTERPRETATION

Definitions

1.1 In this Deed, unless the context otherwise requires:

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

Act means Maori Fisheries Act 2004.

Adult Member means a Member of Ngati Tama Manawhenua Ki Te Tau Ihu who is over the age of 18 years.

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

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

Assets means Trust property of any kind, whether tangible or intangible, including assets transferred to the Trust pursuant to any agreement between Ngati Tama Manawhenua Ki Te Tau Ihu and the Crown in settlement of the Crown's breaches of the Treaty Of Waitangi in relation to Ngati Tama Manawhenua Ki Te Tau Ihu and a person other than the Crown, including without limitation any local authority, in settlement of any grievance of Ngati Tama Manawhenua Ki Te Tau Ihu, whether or not that grievance was caused by that person but excludes Settlement Quota, Income Shares and Aquaculture Settlement Assets.

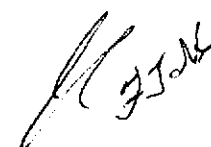
Asset Holding Company means a company established by the Trust, in accordance with clause 3.2, which meets the requirements for a company defined in the Act as an asset-holding company and includes any subsidiary of the asset-holding company.

Charitable Purpose means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined in section OB1 of the Income Tax Act 2004.

Confidential Information means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngati Tama Manawhenua Ki Te Tau Ihu.

Co-opted Trustee means a person who is co-opted under paragraph 6 of Schedule 1.

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



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

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

Financial Year means the 12 month period ending on 30 September or any other period determined by the Trustees.

Fisheries Settlement Assets means Income Shares, Settlement Quota, and Settlement Asset Money.

Fishing Enterprise means a fishing operation established by Ngati Tama Manawhenua Ki Te Tau Ihu under clause 8.2 to utilise ACE from its Settlement Quota.

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

General Trustee means the persons elected or appointed under clause 4.1(a).

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

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

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

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

Members of Ngati Tama Manawhenua Ki Te Tau Ihu means persons who can illustrate by whakapapa a direct line of descent either by birth or adoption, including either formal adoption or customary Maori adoption from:

- (a) Ngati Tama signatories to the second Deed of Purchase by the New Zealand Company signed at Arapawa Island in November 1839;
- (b) Ngati Tama signatories to the Treaty of Waitangi in Te Tau Ihu;
- (c) Ngati Tama who were among the original owners of the Maori Reserved Lands in Nelson and Marlborough (Nelson Native Tenths Reserves, Occupation Reserves, Original Native Title Blocks, Landless Natives Reserves etc);
- (d) Ngati Tama signatories to the land sales to the Crown during the 1840s and 1850s; and
- (e) Ngati Tama who have been ahi kaa roa in each takiwa of Te Tau Ihu as established by censuses, Native Land Court and Maori Land Court records and other archives.

Membership Committee means the committee appointed under clause 9.2.

Members' Register means the register of Members of Ngati Tama Manawhenua Ki Te Tau Ihu held and maintained by the Trust in accordance with clause 5.

Ngati Tama Manawhenua Ki Te Tau Ihu means the iwi comprising every person who is a Member of Ngati Tama Manawhenua Ki Te Tau Ihu.

Private Notice means a notice:

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

Public Notice means a notice:

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

Quota means quota shares within the meaning of the Fisheries Act 1996.

Registered Member means any Member of Ngati Tama Manawhenua Ki Te Tau Ihu who is entered in the Members' Register.

Registration Form means the form used from time to time by the Trustees to enter the details of Members of Ngati Tama Manawhenua Ki Te Tau Ihu on the Members' Register.

Rohe means the external boundaries of the Takiwa of Ngati Tama Manawhenua Ki Te Tau Ihu.

Rohe Trustee means the persons elected or appointed under clause 4.1b.

Secretary means any person appointed under clause 4.10 to perform general secretarial and administrative functions for the Trust.

Settlement Asset Money means any money transferred from Te Ohu Kai Moana Trustee Limited to the Trust in accordance with section 137 of the Act.

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

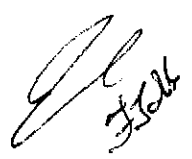
Subsidiary means any subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons that is controlled by a Corporate Entity and includes a separate enterprise, as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement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

Takiwa means the geographical areas or districts over which Ngati Tama Manawhenua Ki Te Tau Ihu has manawhenua.

Takiwa Election means a General Meeting convened by the Trust on behalf of a Takiwa at which the Adult Members who affiliate to that Takiwa vote, in accordance with Schedule 1, to elect a Takiwa Trustee to represent that Takiwa.

Takiwa Trustees means the persons elected or appointed under clause 4.1c.

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



Te Ohu Kai Moana Group means the group of that name established under the Act.

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

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

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

Tikanga means the customary values and practices of Ngati Tama Manawhenua Ki Te Tau Ihu.

Trust means the Ngati Tama Manawhenua Ki Te Tau Ihu Trust established by a deed of trust dated 4 February 1993 as amended by this Deed.

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

Trustees means the General Trustees, Rohe Trustees and Takiwa Trustees elected or appointed under clause 4.

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

Whangai means those persons who do not affiliate to Ngati Tama Manawhenua Ki Te Tau Ihu by descent from a primary ancestor of Ngati Tama Manawhenua Ki Te Tau Ihu but who are adopted, including legal adoption and Maori customary adoption, by a Member of Ngati Tama Manawhenua Ki Te Tau Ihu in accordance with the Tikanga of Ngati Tama Manawhenua Ki Te Tau Ihu such Tikanga to be determined in accordance with clause 5 or, if necessary clause 9.

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

Interpretation of schedules

- 1.2 In the interpretation of each schedule to the Deed, unless the context otherwise requires:
- a. terms or expressions have the meanings given to them by the Deed; and
 - b. a reference to a paragraph is a reference to a paragraph of that schedule.

Statutes

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



General references

1.4 References in the Deed to:

- a. a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
- b. one gender includes the other gender;
- c. the singular includes the plural and vice versa;
- d. clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
- e. the Deed includes its schedules.

Headings

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

2. ESTABLISHMENT OF TRUST

Acknowledgement of Trust

2.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is Ngati Tama Manawhenua Ki Te Tau Ihu Trust.

3. KAUPAPA / PURPOSES

Purposes

3.1 The purposes for which the Trust is established are to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting Ngati Tama Manawhenua Ki Te Tau Ihu whether it relates to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community of Ngati Tama Manawhenua Ki Te Tau Ihu and all the Members of Ngati Tama Manawhenua Ki Te Tau Ihu irrespective of where those Members reside and for every Charitable Purpose benefiting:

- a. Maori who are not Members of Ngati Tama Manawhenua Ki Te Tau Ihu; and
- b. members of the community generally.

Incidental purposes

3.2 Incidental to, and to give effect to the purposes in clause 3.1, the Trustees may:

- a. directly receive and hold, on behalf of Ngati Tama Manawhenua Ki Te Tau Ihu, on the trusts set out in clause 3.1, Settlement Asset Money allocated and grants made to Ngati Tama Manawhenua Ki Te Tau Ihu by Te Ohu Kai Moana Trustee Limited.



- b. receive distributions from Te Putea Whakatupu Trustee Limited and Te Wai Maori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Act and to hold those distributions on the trusts set out in clause 3.1 or on such other trusts as are required in order to ensure that a distribution to the Trust by either of those companies would be within the purposes for which those companies hold their funds and make those distributions but not in a manner that could adversely affect the charitable status of the Trust;
- c. if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:
 - i. claims under section 11 of the Act;
 - ii. the allocation of:
 - (1) harbour quota under section 143 of the Act; and
 - (2) freshwater quota under section 148 of the Act;
- d. establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;
- e. establish one or more Asset Holding Companies that, in each case:
 - i. is wholly owned by the Trust;
 - ii. is separate to the companies referred to in sub-paragraph d. above;
 - iii. performs the function and complies with the requirements set out in sections 16 to 18 of the Act; and
 - iv. performs any other function, but not if doing so would be inconsistent with sections 16 to 18 of the Act,and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;
- f. perform the functions provided for, by or under the Act in respect of a Mandated Iwi Organisation, in a manner consistent with the Act;
- g. represent Ngati Tama Manawhenua Ki Te Tau Ihu by voting at any meeting convened under:
 - i. clause 1 or clause 6 of Schedule 8 to the Act, to appoint or remove a member or alternate member of Te Kawai Taumata;
 - ii. section 117 of the Act, implemented in accordance with clause 1 of Schedule 8 to the Act, to appoint a member of a committee of representatives;
- h. act on behalf of Ngati Tama Manawhenua Ki Te Tau Ihu in relation to aquaculture claims and Aquaculture Settlement Assets under the Maori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Trustees must act for the benefit of all Members of Ngati Tama Manawhenua Ki Te Tau Ihu, irrespective of where those Members reside, including:



- i. directly receive and hold, on behalf of Ngati Tama Manawhenua Ki Te Tau Ihu, Aquaculture Settlement Assets allocated to Ngati Tama Manawhenua Ki Te Tau Ihu by Te Ohu Kai Moana Trustee Limited in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004; and
- ii. entering into Aquaculture Agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Settlement Assets;
- i. if Ngati Tama Manawhenua Ki Te Tau Ihu determine, directly receive and hold, on behalf of Ngati Tama Manawhenua Ki Te Tau Ihu on the trusts set out in clause 3.1, any Assets; and
- j. perform other functions provided for, by or under the Act or any other enactment or otherwise, but not if doing so would adversely affect the charitable status of the Trust.

Strategic governance

3.3 The Trust must exercise strategic governance over:

- a. its Asset Holding Companies, any Fishing Enterprise, and any other Corporate Entities; and
- b. the process to examine and approve annual plans that set out:
 - i. the key strategies for the use and development of the Fisheries Settlement Assets of Ngati Tama Manawhenua Ki Te Tau Ihu;
 - ii. the expected financial return on those Fisheries Settlement Assets;
 - iii. any programme to:
 - (1) manage the sale of ACE derived from the Settlement Quota held by the Asset Holding Companies; and
 - (2) reorganise the Settlement Quota held by the Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the Act,

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

No non-charitable objects and purposes

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



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

Number of Trustees

- 4.1 The Trust shall have up to 10 Trustees comprising:
- a. 4 General Trustees who must be elected by the Adult Members;
 - b. 2 Rohe Trustees who must be elected by the Adult Members; and
 - c. 4 Takiwa Trustees who must be elected by those Adult Members who affiliate to the Takiwa,
- in accordance with Schedule 1, except that the Trustees who have signed this Deed as parties shall remain in office until:
- d. the date three years after the date on which that Trustee was last elected to office.
- 4.1A Retiring Trustees shall, however, be eligible for re-election.

Criteria for Appointment of Trustees

- 4.2 To be eligible for nomination and election as a Trustee a candidate must:
- a. be an Adult Registered Member;
 - b. in the case of Rohe Trustees, reside within the Rohe;
 - c. in the case of Takiwa Trustees, affiliate to and reside within the Takiwa in which that candidate is seeking election; and
 - d. not be disqualified by reason of any of the matters referred to in clause 4.3(c) - (e).

Cessation of office of Trustee

- 4.3 Any person shall cease to be a Trustee if he or she:
- a. shall have been in office for more than three years since his or her election; or
 - b. resigns as a Trustee by giving notice in writing to the Trust; or
 - c. becomes of unsound mind, or becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
 - d. is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
 - e. is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an "eligible person" for the purposes of the Criminal Records (Clean Slate) Act 2004); or
 - f. dies; and
 - g. in the case of Rohe Trustees, ceases to comply with clause 4.2b.



h. in the case of Takiwa Trustees, ceases to comply with clause 4.2c.

4.4 The Trustee concerned shall cease to hold office:

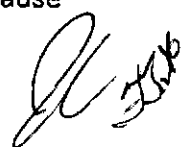
- a. in a case where sub-paragraph 4.3a applies, from the end of the day three years after the date on which that Trustee was last elected to office;
- b. in a case where sub-paragraph 4.3b applies from the date the notice of retirement shall have been delivered to the Trust;
- c. in cases where sub-paragraphs 4.3d to 4.3h apply, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require;

4.5 Should a vacancy reduce the number of Trustees below half the number specified in clause 4.9f., the vacancy shall be filled as soon as practicable by election in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under subparagraph 4.4a.) shall continue to act until that vacancy has been filled.

Powers of Trustees

4.6 Subject to clause 4.7 of this Deed, to achieve the purposes of the Trust:

- a. the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;
- b. subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund including, for the avoidance of doubt, but subject to complying with the applicable provisions of the Act and the Maori Commercial Aquaculture Claims Settlement Act 2004, the acquisition and disposition of Settlement Quota, Income Shares and Aquaculture Settlement Assets;
- c. in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- d. except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- e. if any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the Financial Year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause 4.6;



- f. the Trustees may at any time after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;
- g. if any income of any Financial Year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that Financial Year, the Trustees must accumulate that income and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and
- h. the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1.

4.7 **Traditional assets**

Notwithstanding clause 4.6 of this Deed, the Trustees must ensure that:

- a. the proceeds of the sale of any Settlement Quota must be expended in the repurchase of Quota of equivalent value (which Quota shall be deemed Settlement Quota in accordance with clause 6.1(a)(iii)) unless otherwise authorised by a meeting of Adult Members; and
- b. any land returned to the Trust as a result of a settlement of claims under the Treaty of Waitangi shall not be sold unless authorised by a meeting of Adult Members.


4.8 **Management of the Trust – General**

- a. The Trustees shall have the absolute management and entire control of the Trust Fund.
- b. The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of Chief Executive of the Trust.
- c. Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee.
- d. The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust unless, prior to that appointment, the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.15) in support of that appointment on those terms.
- e. The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Members of Ngati Tama Manawhenua Ki Te Tau Ihu and in any website, letterhead, formal written contract or printed publications of the Trust.



4.9 **Meetings of Trustees**

- a. The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than twice in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.
- b. Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- c. In the event of an equality of votes the Chairperson shall not have a second or casting vote.
- d. Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.
- e. Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.
- f. The quorum necessary for the transaction of the business of the Trustees shall be five Trustees.
- g. The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the number fixed by clause 4.9f., the continuing Trustees may act only for the purposes of increasing the number of Trustees to that number or calling a General Meeting pursuant to clause 7.
- h. The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 4.9 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - i. each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - ii. each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - iii. at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge his or her attendance;
 - iv. a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;



- v. a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- i. Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

4.10 **Chairperson, Deputy Chairperson and Secretary**

- a. The Trustees shall elect one Trustee to act as Chairperson from year to year.
- b. The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.
- c. The Trustees shall appoint a non-voting Secretary on terms to be determined by the Trustees.

4.11 **Delegation of powers**

- a. The Trustees may delegate in writing to any Trustee, committee of Trustees, or employee who is the Chief Executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that:
 - i. the Trustees may not delegate strategic governance; and
 - ii. in the case of any entity appointed under clause 4.8d., the delegation shall be personal to the person provided by that entity in that capacity.
- b. Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- c. The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- d. Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.
- e. The Trustees must, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.



4.12 Accounts and audit

- a. The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.
- b. The Trustees shall cause true accounts for each Financial Year to be kept in accordance with generally accepted accounting practice of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees.
- c. Nothing in this clause 4.12 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on advice

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

- a. an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- b. a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- c. a committee of Trustees appointed and acting in accordance with clause 4.11.

4.14 Clause 4.13 applies only if the Trustees:

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

Disclosure of interest

4.15 Subject to clauses 4.16 and 4.17 of this Deed, any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of interested Trustee

4.16 For the purposes of clause 4.15 of this Deed, a Trustee will be interested in a matter or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved, if the Trustee:

- a. is a party to, or will derive a material financial benefit from that matter;



- b. has a material financial interest in another party to the matter;
- c. is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is a Corporate Entity or Subsidiary; or
- d. is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter.

Interests in common with Iwi

- 4.17 Notwithstanding clauses 4.15 and 4.16, no Trustee will be interested in a matter where that Trustee is a Member of Ngati Tama Manawhenua Ki Te Tau Ihu or a member of a Takiwa and where his or her interest is not different in kind from the interests of other Members of Ngati Tama Manawhenua Ki Te Tau Ihu or, as the case may be, that Takiwa.

Recording of interest

- 4.18 A Trustee must, upon becoming aware of any matter in which that Trustee is interested in accordance with clause 4.16, disclose that interest to the other Trustees at the next meeting of Trustees. Any such disclosure of interest by a Trustee shall be recorded in the minute book of the Trust.

No private pecuniary profit

- 4.19 No private pecuniary profit may be made by any person from the Trust, except that:
- a. any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
 - b. the Trust may pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as Trustee) provided that the rate of remuneration is approved by the Adult Members attending an annual General Meeting;
 - c. any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee or associate in connection with the affairs of the Trust;
 - d. any Trustee may retain any remuneration properly payable to that Trustee by any entity with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Trust provided that:
 - i. before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 4.8d., the provisions of that clause have been complied with;



- ii. the Trustees must disclose in their annual report referred to in clause 7.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (1) the amount thereof received by each Trustee or any such firm or entity;
 - (2) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
 - (3) the method of calculation of the reimbursement, remuneration or charge; and
- iii. in the case of an appointment referred to in clause 4.8d., the full written terms and conditions thereof have been made available for inspection at the office of the Trust by any Adult Registered Member who makes written request for the same.

4.20 Subject to clause 4.19, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- a. a Trustee;
- b. a shareholder or director of any Corporate Entity or Subsidiary;
- c. a settlor or a trustee of any trust that is a shareholder of any Corporate Entity or Subsidiary;
- d. any associated person (as defined in section OD 7 of the Income Tax Act 2004) of either a director, or any person referred to in clauses 4.15 to 4.18,

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause 4.20 shall be void.

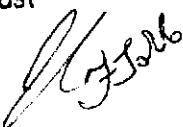
4.21 The Trustees shall require that a clause to the same effect as clause 4.15 of this Deed be included in the constitution of every Asset Holding Company or Fishing Enterprise or any Subsidiary of any of them.

Appointment and removal of Custodian Trustee

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

4.23 Incorporation

- a. The Trustees may at any time, if it has not already done so, apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.



- b. Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees or by one Trustee and the Secretary and shall be sufficient evidence of authority to affix the seal.
- c. No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.
- d. A register shall be kept recording all applications of the common seal and the use of the seal shall be reported at subsequent trustee meetings.

5. REGISTER OF MEMBERS OF NGATI TAMA MANAWHENUA KI TE TAU IHU

Members' Register of Ngati Tama Manawhenua Ki Te Tau Ihu

5.1 The Trustees must:

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

5.2 The Trustees may enter in the Members' Register any existing Member of Ngati Tama Manawhenua Ki Te Tau Ihu whose details are already held by the Trustees where:

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



- ii. other Members of Ngati Tama Manawhenua Ki Te Tau Ihu, who were not Adult Members at the time of the application, by a parent on their behalf, or by a legal guardian at the time; and
- iii. other Members of Ngati Tama Manawhenua Ki Te Tau Ihu by an Adult Member on their behalf who, in the opinion of the Membership Committee, stood in the stead of a parent of that person at the time of the application.

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

- a. Adult Members on their own behalf or by their legal guardian; and
- b. other Members of Ngati Tama Manawhenua Ki Te Tau Ihu who are not Adult Members by a parent or legal guardian on their behalf; and
- c. other Members of Ngati Tama Manawhenua Ki Te Tau Ihu by an Adult Member on their behalf who, in the opinion of the Membership Committee, stands in the stead of a parent of that person; and

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

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

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


Registration as a Member of Ngati Tama Manawhenua Ki Te Tau Ihu

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

- a. by or on behalf of whom a valid application has been made;
- b. who in the reasonable opinion of the Trustees affiliates to Ngati Tama Manawhenua Ki Te Tau Ihu:
 - i. through descent from a primary ancestor of Ngati Tama Manawhenua Ki Te Tau Ihu; or
 - ii. because that person is Whangai.

5.6 The Trustees:

- a. may require any person seeking registration as a Member of Ngati Tama Manawhenua Ki Te Tau Ihu to provide evidence verifying his or her affiliation to Ngati Tama Manawhenua Ki Te Tau Ihu and, as the case may be, any Takiwa identified on that person's Registration Form, through descent from a primary ancestor of Ngati Tama Manawhenua Ki Te Tau Ihu or of any other matter referred to in clause 5.5 before that person's registration is entered in the



Members' Register together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration); and

- b. may require any person who is entered in the Members' Register to provide evidence verifying his or her affiliation to Ngati Tama Manawhenua Ki Te Tau Ihu and, as the case may be, any Takiwa identified on that person's Registration Form, through descent from a primary ancestor of Ngati Tama Manawhenua Ki Te Tau Ihu and any other matter referred to in clause 5.5;
- c. may consult with the Membership Committee in relation to any application for registration or continued registration as a Member of Ngati Tama Manawhenua Ki Te Tau Ihu; and
- d. without limiting the foregoing, may request the Membership Committee to:
 - i. determine who is the primary ancestor, or are primary ancestors, of Ngati Tama Manawhenua Ki Te Tau Ihu; and
 - ii. determine the Takiwa links of the primary ancestor or ancestors of Ngati Tama Manawhenua Ki Te Tau Ihu for the purposes of registering Members of Ngati Tama Manawhenua Ki Te Tau Ihu; and
 - iii. determine the Tikanga of Ngati Tama Manawhenua Ki Te Tau Ihu by which Whangai are to affiliate to Ngati Tama Manawhenua Ki Te Tau Ihu.

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

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

Process when registration declined or removed

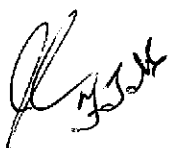
- 5.8 Where an application for registration is declined, or any decision is made by the Trustees to remove any person from the Members' Register, or the Trustees decline to record that person's Takiwa affiliation, the person concerned may dispute that decision of the Trustees and clause 9 shall apply.

Registration not necessary

- 5.9 It shall not be necessary, in order to be considered a Member of Ngati Tama Manawhenua Ki Te Tau Ihu for the purposes of clause 3.1, for a Member of Ngati Tama Manawhenua Ki Te Tau Ihu to be registered in accordance with this clause 5.

De-registration by Member of Ngati Tama Manawhenua Ki Te Tau Ihu

- 5.10 A Registered Member may, at any time, request in writing that his or her registration be removed or terminated. That person's registration will be deemed removed at the date on which the written request is received at the Trust's office.



Request to change, amend or update Register

- 5.11 A Registered Member may at any time request that the information relating to that person on the Members' Register be changed, amended, update provided that:
- a. the request must be made in writing and sent to the Trust at the Trust's registered office; and
 - b. if the Registered Member wishes to change the Takiwa affiliation/s recorded for that person under clause 5.1a.v.:
 - (i) clauses 5.5 to 5.8 shall apply; and
 - (ii) if the Registered Member wishes to change his or her Takiwa affiliation in time for a Takiwa Election, the Trust must receive the written request not less than 25 Working Days before the relevant Takiwa Election.

Notice not necessary

- 5.12 It shall not be necessary for the Trust to provide Private Notice to a Member of Ngati Tama Manawhenua Ki Te Tau Ihu where the Trustees believe on reasonable grounds (and have evidence supporting that belief), that the Member's contact details are not current.

6. VOTING PROCEDURE

- 6.1 a. Any resolution to:
- (i) ratify or change this Deed or amend the constitution of any Asset Holding Company (in accordance with the requirements of sections 17, and 18 as the case may be, of the Act);
 - (ii) dispose of Income Shares (in accordance with section 70 of the Act); or
 - (iii) treat Quota as Settlement Quota (under section 159 of the Act); or
 - (iv) dispose of Settlement Quota in accordance with section 162 of the Act; or
 - (v) rationalise any Settlement Quota (under section 172 of the Act); or
 - (vi) enter into a transaction or a series of transactions, or to agree to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the Act, including an option, security, mortgage, or guarantee, that could result in:
 - (a) the sale of Income Shares or Settlement Quota by an Asset Holding Company; or
 - (b) Ngati Tama Manawhenua Ki Te Tau Ihu or the Trust being disentitled for a period of more than 5 years to:
 - (i) the income from the Income Shares; or
 - (ii) the income from the ACE arising from the Settlement Quota; or
 - (iii) the control or use of the ACE arising from the Settlement Quota,
 - (vii) wind up the Trust in accordance with clause 10 of this Deed;



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

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

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

- c. In the case of a resolution not described in clauses 6.1(a) and 6.1(b) a resolution shall be passed if more than 50% of the Adult Members of Ngati Tama Manawhenua Ki Te Tau Ihu who are entitled to vote, cast a valid vote in favour of the resolution in accordance with the procedure determined and published by the Trustees prior to the General Meeting (or in the absence of the Trustees publishing the procedure prior to the General Meeting by a show of hands at the General Meeting). However those exercising such a vote may be called upon by the Trustees to prove their affiliation to Ngati Tama Manawhenua Ki Te Tau Ihu and provide evidence that they are 18 years of age or older in any such vote.

7. GENERAL MEETINGS OF IWI AND REPORTING

Reporting responsibilities


- 7.1 Without derogating from its duties under any enactment or at law, the Trust has reporting responsibilities in relation to:
- a. its own performance; and
 - b. the performance of any:
 - i. Asset Holding Company;
 - ii. Fishing Enterprise;
 - iii. joint venture or other entity that conducts business using the Settlement Quota, Income Shares or Aquaculture Settlement Assets; and
 - iv. other Corporate Entity (not including those referred to in clauses i. to iii. above),

in accordance with the provisions of this clause 7.



Trust to hold an Annual General Meeting

- 7.2 Each year the Trust must hold a General Meeting at which it provides an opportunity for the Members of Ngati Tama Manawhenua Ki Te Tau Ihu to consider:
- a. **Annual Report:** the annual report for the previous Financial Year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous Financial Year, including:
 - i. information on the steps taken by the Trust to increase the number of Registered Members; and
 - ii. a comparison of the Trust's performance against the objectives set out in the annual plan, including:
 - (1) changes in the value of the Trust Fund; and
 - (2) profit distribution; and
 - iii. the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Settlement Asset Money; and
 - iv. a report giving information of the sales and exchanges of Settlement Quota in the previous Financial Year, including:
 - (1) the quantity of Settlement Quota held by any Asset Holding Company at the beginning of that year; and
 - (2) the value of Settlement Quota sold or exchanged in that year; and
 - (3) the identity of the purchaser or other party to the exchange; and
 - (4) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over that Settlement Quota; and
 - (5) the Settlement Quota interests that have been registered against the Quota shares of the Trust; and
 - (6) the value of Income Shares sold, exchanged, or acquired; and
 - v. a report on the interactions of the Trust in fisheries matters:
 - (1) with other entities within Ngati Tama Manawhenua Ki Te Tau Ihu; and
 - (2) with other Mandated Iwi Organisations; and
 - (3) with Te Ohu Kai Moana Trustee Limited; and
 - vi. any changes made under section 18 of the Act to constitutional documents of the Trust or those of its Asset Holding Companies; and



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

7.3 **General Meetings of Members of Ngati Tama Manawhenua Ki Te Tau Ihu**

- a. **Annual General Meeting:** Each General Meeting must be no more than 18 months apart.
- b. **Special Meeting:** A General Meeting, called a special meeting, must be convened by the Trustees on the written request of:
- i. the Chairperson of the Trustees (or the Deputy-Chairperson if the Chairperson is unavailable); or
 - ii. not less than two of the Trustees; or
 - iii. not less than five of the Adult Registered Members,
- provided that no meeting may be convened to consider:



- iv. disposal of Income Shares (in accordance with section 70 of the Act);
- v. a request to Te Ohu Kai Moana Trustee Limited to treat Quota as Settlement Quota (in accordance with section 159 of the Act);
- vi. disposal of Settlement Quota (in accordance with section 162 of the Act); or
- vii. a request for rationalisation of Settlement Quota (under section 172(3) of the Act),

unless the Trustees have resolved to:

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

as the case may be; and

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

- c. **Notice of General Meeting:** Members of Ngati Tama Manawhenua Ki Te Tau Ihu shall be given not less than 20 Working Days notice of a General Meeting (including, to avoid doubt, a meeting to consider the matters in clause 7.2, or any meeting at which any of the matters in paragraphs (iv) to (vii) of clause 7.3(b), or any ratification of, or changes to, this Deed or to amend the constitution of any Asset Holding Company in accordance with the requirements of sections 17 or 18 of the Act (as the case may be), are to be or are actually considered or voted on), in accordance with this Deed and otherwise in accordance with the requirements of the Act.
- d. **Quorum:** No business shall be transacted at a General Meeting unless a quorum is present. The quorum at a General Meeting is:
 - xiv. five or more of the Trustees; and
 - xv. 10 Adult Registered Members, including any such Members who have exercised their right to vote by postal ballot, in which case those Members shall be counted as being present at the General Meeting.
- e. **Adjourned meeting:** If a quorum is not present within one hour of the time appointed for the start of a General Meeting the meeting is to stand adjourned until the same hour at the same place at least 20 Working Days following the adjournment of that meeting.



- f. **Chairperson:** The Chairperson or, if the Chairperson is unavailable, the Deputy-Chairperson, will preside over and have control of every General Meeting. If there is no Chairperson or Deputy-Chairperson present at the time appointed for holding a General Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose one of their number to substitute as Chairperson for that meeting.

Information must be made available in writing

- 7.4 Information referred to in clause 7.1 must be made available on request in writing by any Member of Ngati Tama Manawhenua Ki Te Tau Ihu.
- 7.5 Any Adult Registered Member may request in writing a copy of the Deed and a copy will be provided subject to such reasonable charges as the Trustees require.

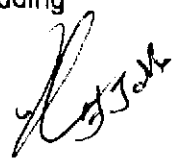
No derogation from purposes

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

8. ASSET HOLDING COMPANY AND FISHING ENTERPRISE

Trust must hold an Asset Holding Company

- 8.1 The Trust must ensure that it has at least one Asset Holding Company and, to the extent and for so long as required by the Act, subject to the proviso in clause 7.3, that Asset Holding Company is wholly owned by the Trust and performs the functions and complies with the requirements set out in sections 16 and 17 of the Act, which at the date of this Deed are that the Asset Holding Company:
- a. must be and remain wholly owned and controlled by the Trust;
 - b. must not permit more than 40% of its Directors to be Trustees;
 - c. must have constitutional documents that have been approved by a simple majority of the Trustees as complying with the requirements of the Act;
 - d. must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;
 - e. must receive and hold, on behalf of the Trust, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by, Ngati Tama Manawhenua Ki Te Tau Ihu under the Act;
 - f. must provide dividends solely to the Trust;
 - g. must not undertake fishing or hold a fishing permit;
 - h. must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3 and sections 69 to 72 of the Act;
 - i. must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3 and sections 161 to 176 of the Act;



- j. in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;
- k. may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;
- l. may transfer to any such Subsidiary Asset Holding Companies some or all of the Settlement Quota and Income Shares received under clause 8.1e.;
- m. any Subsidiary Asset Holding Company established under the preceding clauses:
 - i. must be and remain wholly owned by the Asset Holding Company that established it;
 - ii. must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under clause 8.1l.;
 - iii. must provide dividends solely (but indirectly) to the Trust;
 - iv. must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligation under sections 69 to 72 of the Act;
 - v. in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;
 - vi. may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in this clause 8.1; and
 - vii. must not undertake fishing or hold a fishing permit,but the Asset Holding Company and its Subsidiaries may undertake any other activity or hold any other assets.

Establishment of fishing enterprise

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

Requirements of constitution

- 8.3 The constitution of every Asset Holding Company or Fishing Enterprise or a Subsidiary of any of them must require that Company, Fishing Enterprise or Subsidiary to:
- a. hold its assets and all accretions to those assets, whether of a capital or revenue nature, on trust for the benefit of the Charitable Purposes of the Trust, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust;



- b. present an annual plan and statement of corporate intent to the Trust;
- c. report annually to the Trust; and
- d. have its accounts audited,

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

Commercial aquaculture activities

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

9. DISPUTES PROCEDURE

Disputes relating to matters arising under the Act

- 9.1 a. If any dispute shall arise between Members of Ngati Tama Manawhenua Ki Te Tau Ihu and the Trust, (other than a dispute provided for in clause 9.1b. or 9.3), and the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith, endeavour to agree on a process for resolving the dispute. Should the parties fail to reach agreement on the process to resolve a dispute relating to matters arising under the Act, that dispute shall be determined in accordance with Part 5 of the Act.
- b. Any dispute of a general nature, being a dispute not covered by Part 5 of the Act, shall be referred to mediation, by a mediator to be agreed by the disputing parties or failing agreement within 10 Working Days, to be appointed by the Registrar of the Maori Land Court or its successor. Should the matter not be resolved by mediation then the Trustees shall reconsider the decision, however any such re-consideration shall then be binding upon the parties.
- 9.2 The provisions of this clause shall not derogate from the rights or obligations of the Trust or any Member of Ngati Tama Manawhenua Ki Te Tau Ihu pursuant to the Trustee Act 1956 or any other Act or provision of law or equity.

Registration Disputes

- 9.3 If the Trustees shall make a decision under clause 5.7 to either not register a person or to remove a person from the Members' Register, they must:
- a. refer the matter for recommendation to a Membership Committee, appointed by the Trustees under this clause and comprising three Ngati Tama Manawhenua Ki Te Tau Ihu Kaumatua whom the Trustees consider are mature persons or elders knowledgeable in Ngati Tama Manawhenua Ki Te Tau Ihu whakapapa and recognised as such by Members of Ngati Tama Manawhenua Ki Te Tau Ihu;
 - b. consider the recommendation of the Membership Committee under clause 9.2(a) and, if relevant, any determination of the Membership Committee made pursuant to a request under clause 5.6d; and

- c. notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision.
- 9.4 If the person concerned disputes that decision, that person may exercise their rights under section 180(1)(m) of the Act.

Proceedings of the Membership Committee

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

Determination

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


10. WINDING UP OF TRUST

- 10.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust, the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in New Zealand for Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that:
- a. any such vesting must comply with the Act;
 - b. a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% at a General Meeting (as if it were a resolution in accordance with clause 6.1a.(vii) and clause 7.3 of this Deed); and
 - c. if the Trust is incorporated under the Charitable Trusts Act 1957, the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

11. ALTERATION OF TERMS OF DEED

Changes to the Deed

- 11.1 The Trustees have power to amend, revoke or add to the provisions of the Deed provided that:
- a. no amendment may be inconsistent with the Act;
 - b. no amendment may be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngati Tama Manawhenua Ki Te Tau Ihu if the amendment relates to any matter provided for by or under the Act unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;



- c. an amendment may only be promoted if a resolution that the amendment is for the collective benefit of all Members of Ngati Tama Manawhenua Ki Te Tau Ihu is put and passed at a General Meeting in accordance with clause 6.1a.(i) and clause 7.3 of this Deed;
- d. notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made, shall be of no legal effect if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2004 in respect of income derived by it. Prior to any resolution to amend this Deed being placed before Members of Ngati Tama Manawhenua Ki Te Tau Ihu, competent advice shall be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.

Changes to constitutions of corporate entities

- 11.2 To the extent any proposal for the amendment of the constitutional documents of any Asset Holding Company relates to a matter provided for in the Act, such amendment:
 - a. must not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngati Tama Manawhenua Ki Te Tau Ihu unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;
 - b. must be consistent with the Act;
 - c. may only be promoted if the amendment is put and passed at a General Meeting in accordance with clause 6.1a.(i) and clause 7.3; and
 - d. must not amend the requirement in clause 8.3a. in a manner which would jeopardise the charitable status of a Corporate Entity.
- 11.3 Any Adult Member (including a Trustee) may put forward in writing proposals for changes to this Deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5.5, the person is an Adult Member.

Notification to Members of Ngati Tama Manawhenua Ki Te Tau Ihu

- 11.4 Any amendment or proposal under clauses 10, 11 or 12 must be notified to Members of Ngati Tama Manawhenua Ki Te Tau Ihu in its next communication to them.

12. RESETTLEMENT

Power to resettle

- 12.1 The Trustees have power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Ngati Tama Manawhenua Ki Te Tau Ihu, the whole or any portion or portions of the capital or income of the Trust Fund provided that:
 - a. any such settlement or resettlement must comply with the Act;
 - b. the resettlement is upon trust for the benefit of all Members of Ngati Tama Manawhenua Ki Te Tau Ihu;



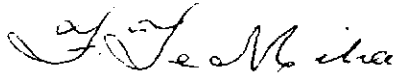
- c. the resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting in accordance with clause 6.1c. and clause 7.3;
- d. the resettlement is upon trusts for Charitable Purpose.

13. INDEMNITY AND DISCHARGE

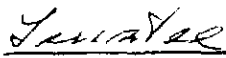
- 13.1 The Trustees, the Secretary and the other officers and/or employees of the Trust shall be indemnified out of the Trust Fund against any liability incurred by them (or any of them), whether civil or non-wilful criminal liability, which they (or any of them) may take, omit, in connection with their obligations as Trustees, officers or employees in terms of this deed.
- 13.2 No Trustee, Secretary or other officers or employees shall be responsible or liable for any loss arising out of the investment of monies of the Trust Fund provided that the prior approval of the Trustees has been obtained in respect of such investment and provided further that such loss has not arisen from his/her own dishonesty or wilful default or neglect and no Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee for any breach or alleged breach of trust committed by such co-Trustee or former Trustee.
- 13.3 The receipt of any proper officer for the time being of any society, institution or charitable trust or other recipient of monies from the Trust Fund shall be a good and sufficient discharge to the Trustees who shall not be concerned to see or enquire as to the application thereof.

SIGNATURE

Frederick Te Miha by:
and witnessed by:

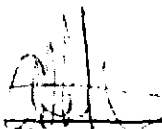

Signature of Trustee
FREDERIK TE MIHA.
Name of Trustee



Signature of witness


Occupation


City / town of residence

Andrew David Stephens by:
and witnessed by:


Signature of Trustee
ANDREW DAVID STEPHENS
Name of Trustee



Signature of witness

TEACHER
Occupation

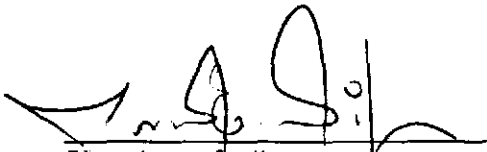
WELLINGTON
City / town of residence



Robert Te Waari McKewen by:
and witnessed by:


Signature of Trustee

R. T. MCKEWEN
Name of Trustee


Signature of witness

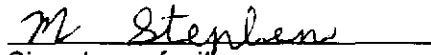
DEBORAH ANI SENIWA LEMILE MANACK
Occupation

LEVIN
City / town of residence

Hemingamoana Ropata by:
and witnessed by:


Signature of Trustee


Hemingi Ropata
Name of Trustee


Signature of witness

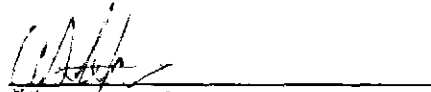
Trustee
Occupation

Nelson
City / town of residence

Phillip Charles Sparks by:
and witnessed by:


Signature of Trustee

PHILLIP CHARLES SPARKS
Name of Trustee


Signature of witness

Trustee
Occupation

Nelson
City / town of residence



John Tahana Ward-Holmes by:
and witnessed by:

John Ward-Holmes
Signature of Trustee

John Ward-Holmes
Name of Trustee

[Handwritten Signature]
Signature of witness

TEACHER
Occupation

Wellington
City / town of residence

Mairangi Reiher by:
and witnessed by:

[Handwritten Signature]
Signature of Trustee

MAIRANGI C. REIHER
Name of Trustee

[Handwritten Signature]
Signature of witness

Co Director
Occupation

Motueka
City / town of residence

Judith Merenako Billens by:
and witnessed by:

[Handwritten Signature]
Signature of Trustee

Judith Billens
Name of Trustee

[Handwritten Signature]
Signature of witness

Chartered Accountant
Occupation

Nelson
City / town of residence

[Handwritten Signature]

Hinga Ellen Te Miha by:
and witnessed by:

Hinga Te Miha
Signature of Trustee

Hinga Te Miha
Name of Trustee

Moetu Stephens
Signature of witness

Trustee
Occupation

Nelson
City / town of residence

Moetu Stephens by:
and witnessed by:

Moetu Stephens
Signature of Trustee

Moetu Stephens
Name of Trustee

Hinga Te Miha
Signature of witness

Occupation

Home Executive
City / town of residence

Motueka

[Handwritten signature]

SCHEDULE 1

PART A:

1. Trustee constituencies

- 1.1 The Trust shall have 10 Trustee positions which are to be filled in accordance with this Deed and consisting of the following:
- a. One Adult Member from the Wakapuaka Takiwa and resident therein, being elected at a Takiwa Election by the Adult Members who affiliate to the Wakapuaka Takiwa to represent all Members of Ngati Tama Manawhenua Ki Te Tau Ihu and provide a channel through which the interests of Members of Ngati Tama Manawhenua Ki Te Tau Ihu deriving from the Wakapuaka Takiwa can be represented.
 - b. One Adult Member from the Whakatu Takiwa and resident therein, being elected at a Takiwa Election by the Adult Members who affiliate to the Whakatu Takiwa to represent all Members of Ngati Tama Manawhenua Ki Te Tau Ihu and provide a channel through which the interests of Members of Ngati Tama Manawhenua Ki Te Tau Ihu who affiliate to the Whakatu Takiwa can be represented.
 - c. One Adult Member from the Motueka Takiwa and resident therein, being elected at a Takiwa Election by the Adult Members who affiliate to the Motueka Takiwa to represent all Members of Ngati Tama Manawhenua Ki Te Tau Ihu and provide a channel through which the interests of Members of Ngati Tama Manawhenua Ki Te Tau Ihu who affiliate to the Motueka Takiwa can be represented.
 - d. One Adult Member from the Mohua Takiwa and resident therein, being elected at a Takiwa Election by the Adult Members who affiliate to the Mohua Takiwa to represent all Members of Ngati Tama Manawhenua Ki Te Tau Ihu who affiliate to the Mohua Takiwa can be represented.
 - e. Four General Trustees elected by the Adult Members at a General Meeting.
 - f. Two Rohe Trustees elected by the Adult Members at a General Meeting.
- 1.2 No Trustee may hold more than one Trustee position at any time.

2. Term of Office

- 2.1 Subject to paragraph 2.2 below, which provides for the appointment and term of the Trustees who have signed this Deed, subsequent Trustees shall hold office for a term of three years expiring at the end of the General Meeting held in the third calendar year after the calendar year in which the Trustee was elected provided that the term does not proceed the term of office for Trustee set out in paragraph 7.1.
- 2.2 The Trustees must arrange and conduct Trustee elections at such times so as to ensure that the Trustees who have signed this Deed retire (and may be available for re-election) the date three years after the date on which that Trustee was last elected to office.
- 2.3 Should an extraordinary vacancy in the office of Trustee occur as a result of any of the matters in clause 4.4b. to h. of this Deed, then the vacancy shall be filled at the next election in addition to any vacancies which must be filled as a result of paragraph 2.1 and 2.2 of this Schedule 1.
- 2.4 If it is necessary, in order to comply with this Deed and the Act, for any Trustee to hold his or her position for a period of less than three years, then the Trustees shall agree among themselves which of their number will serve for that shorter period.



3. Nomination of candidates

3.1 The Trust must, no later than 35 Working Days prior to a General Meeting at which an election of Trustees will be held, publicly notify Adult Members that nominations for the position of Trustee may be lodged. Such notice must specify:

- a. the number and type of Trustee positions to be filled;
- b. the date by which nominations for such positions must be received pursuant to paragraph 3.3 of this Schedule;
- c. the requirements for nominations, as set out in paragraph 3.2 below; and
- d. the eligibility criteria for nominees as set out in clause 4.2.

3.2 Any nomination pursuant to this Schedule 1 must:

- a. specify the nominee's full name, address and contact telephone number;
- b. include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of these matters specified in clause 4.2 of the Deed; and
- c. include the written signature of both the candidate and the nominator.

3.3 Nominations for the position of:

- a. General Trustees and Rohe Trustees may be made only by Adult Members; and
- b. Takiwa Trustees may be made only by Adult Members who affiliate to the Takiwa for which Takiwa Elections are to be held, and

must be received at the office of the Trust no later than 25 Working Days before the General Meeting at which the election of Trustees is to be held.

3.4 If the number of eligible persons nominated under paragraph 3.3 exceeds the number required to be elected then the provisions of paragraphs 5.1 and 5.2 shall apply.

3.5 If the number of eligible persons nominated pursuant to paragraph 3.3 above does not exceed the number of persons to be elected, then the Chairperson at the meeting shall declare the persons so nominated to be elected.

3.6 If, after the processes set out in the provisions above have been followed and completed, the number of nominees would not, if elected, fill the available Trustees' positions, the chairperson at the meeting shall invite nominations from the Adult Members attending the General Meeting to fill the remaining Trustee vacancies and in the event that the number of eligible persons nominated from the meeting is greater than the number required, then the provisions of paragraphs 5.1 and 5.2 shall apply.

3.7 A Trustee, whose term of office is due to expire at the next General Meeting, shall be deemed to have been nominated for election as a Trustee at the next General Meeting in accordance with this Schedule 1 unless that Trustee lodges, by no later than 25 Working Days before the General Meeting at which the election of Trustees is to be held, a written notice at the registered office of the Trust that the Trustee does not wish to accept nomination for election as a Trustee.



4. Venue for Takiwa Elections

- 4.1 The Trustees may, if practicable, convene Takiwa Elections within the Takiwa on whose behalf the Takiwa Elections are being held and at venues that the Trustees consider are appropriate for the conduct of Takiwa Elections.

5. Election of Trustees

- 5.1 If the number of eligible persons nominated pursuant to either paragraphs 3.3, 3.6 or 3.7 exceeds the number in each instance required to be elected, then the Chairperson at the meeting shall call upon the General Meeting to elect from the persons nominated the number required, and the Secretary, with or without some person or persons appointed by the Chairperson and approved by the meeting, shall count the votes (including postal votes) cast for each person nominated and report the results to the Chairperson.
- 5.2 The Chairperson shall declare those persons who have received the highest number of valid votes to be elected.

6. Co-opted Trustees

- 6.1 The Trustees may, by consensus, collectively co-opt one or two further persons as Co-opted Trustees.
- 6.2 The Co-opted Trustees shall hold office for a period of 12 months or such lesser period as the Trustees determine.
- 6.3 A Co-opted Trustee whose term has expired may be eligible to be co-opted again if the elected Trustees so determine.
- 6.4 Co-opted Trustees shall not have any voting rights in their capacity as Co-opted Trustees nor shall they be entitled to exercise any vote at a Trustees meeting and further provided that the term of office for a Co-opted Trustee is in accordance with paragraph 6.2 above.
- 6.5 No Trustee, whether a Co-opted Trustee or elected Trustee, shall be entitled to appoint any person as an alternate trustee to act on their behalf in any capacity as a Co-opted Trustee or elected Trustee (as the case may be).

7. Time of Elections

- 7.1 The Trustees must arrange and conduct an election of Trustees in accordance with the electoral provisions set out in the preceding paragraphs of this Schedule 1 at such times as shall ensure that no person who is an elected Trustee shall hold office for a period longer than 3 years without facing re-election.

8. Eligible voters

- 8.1 All Adult Members of Ngati Tama Manawhenua Ki Te Tau Ihu shall be eligible to vote in the Takiwa Elections held on behalf of the Takiwa to which they have affiliated to in accordance with clauses 5.1a.v. and 5.6 and any votes cast as per this Schedule 1 shall be received:

- a. by Voting Paper (not proxy) at a Takiwa Election; or
- b. by Voting Paper received by post not later than 5.00pm on the day two Working Days prior to the Takiwa Election,

at which the election of Takiwa Trustee will be held.



8.2 All Adult Members of Ngati Tama Manawhenua Ki Te Tau Ihu shall be eligible to vote in the election of General Trustees and Rohe Trustees and any votes cast as per this Schedule 1 shall be received:

- a. by Voting Paper (not proxy) at a General Meeting; or
- b. by Voting Paper received by post not later than 5:00pm on the day two Working Days prior to the General Meeting,

at which the election of General Trustees and Rohe Trustees will be held.

8.2 All Adult Members of Ngati Tama Manawhenua Ki Te Tau Ihu shall be eligible to vote on any resolution required by 6.1a. and 6.1b. of this Deed and any vote cast as per this paragraph 5 shall be received:

- a. by Voting Paper (not proxy) at a General Meeting; and
- b. by Voting Paper received by post not later than 5:00pm on the day two Working Days prior to the General Meeting.


PART B:

All Votes

9. Notice of Voting and General Meeting

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

- a. Public Notice that includes:
 - i. the date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained, and any other information specified in the Act;
 - ii. where relevant, advice that a vote is to be taken to ratify or amend the constitutional documents of the Trust;
 - iii. advice on the method by which the vote will be counted,
 - iv. where relevant, the matter or issues on which the vote is to be taken; and
- b. Private Notice to every Adult Member who has requested, in writing, such notice from the Trust, that gives:
 - i. the information in the preceding paragraph of this Schedule 1;
 - ii. a copy of the Voting Paper; and
 - iii. the address and return date for the Voting Paper; and
- c. Private Notice to every Adult Registered Member if there is to be a vote taken to ratify the constitutional documents of the Trust that gives the information in paragraphs 9.1a.i to iii and 9.1b.ii to iii.



10. Valid votes

The conduct of a vote of Adult Members at every General Meeting must provide that:

- (a) in order for a vote to be validly cast:
 - (i) the Trust must, where the vote is to be conducted by poll, record in relation to each Adult Member already registered on the Members' Register, each voter's membership number on the Voting Paper; and
 - (ii) the Adult Member casting the vote must:
 - (aa) ensure they are registered;
 - (bb) where the person is not registered at the time of the vote, complete a Registration Form which, if the vote is to be conducted by poll, shall be attached to and form part of the Voting Paper.

- 10.1 No vote cast by poll under Schedule 1 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngati Tama Manawhenua Ki Te Tau Ihu or any relevant Takiwa, as the case may be, has been confirmed either:
- a. because that person was an Adult Registered Member at the time his or her vote was cast; or
 - b. if that person has applied at the time that his or her vote was cast, to become an Adult Registered Member, because that person's registration was accepted in accordance with clause 5.6,

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

11. Secret Ballots

- 11.1 All votes by poll shall be conducted so as to ensure that:
- a. the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;
 - b. the returning officer and those persons shall undertake to keep that information confidential; and
 - c. the Voting Papers are destroyed by the returning officer after the date of completion of the final count under paragraph 10.1, plus a period of one month thereafter.