
AMENDED AND RESTATED

TRUST DEED

ESTABLISHING

TE RUNANGANUI O NGATI POROU

TE RUNANGA O NGATI POROU

as Settlor

and

TE RUNANGANUI O NGATI POROU TRUSTEE LIMITED

as Trustee

Dated

20~~25~~¹⁰

TE RUNANGANUI O NGATI POROU TRUST DEED

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TE RUNANGANUI O NGATI POROU TRUST DEED

Ko Hikurangi te Maunga

Ko Waiapu te Awa

Ko Ngati Porou te Iwi

HE WHAKAMARAMA

Te Wiwi Nati

He iwi moke

He whanoke

Kei te waiata a Ta Apirana Ngata wenei kupu. He whakarapopoto nana i nga mana o tenei iwi. Ki te tu a Ngati Porou ki runga ki tona ake mana, e kore e taea te neke, a, kare hoki e motu i te toki aitia te kaupapa. Na tenei wairua, a, mana hoki, i taea ai te arai atu te uru tomo mai a te Pakeha mai i wo ratau unga tuatahitanga mai ki Aotearoa, ki nga rohe o Ngati Porou. Na te matauranga o nga tipuna ki nga whakahaere kawanatanga, me te toa o nga rangatira whakahaere o nga ope taua, me wa ratau tuku ano i wo ratau tinana mo te katoa i pakari ke atu ai te mana whenua o te iwi ki wo ratau kaenga noho.

Ko tatau he uri katoa no wo tatau tipuna rongonui, pera me Maui ra, me Hinerau-ma-ukuuku, me Toi-Te-Huatahi, me Whironui, me Hine-arai-ara, me Paieka-ariki-moana, me Huturangi, me Paoa, me Porourangi, me Hamo-te-rangi, me Ruawaipu, me Whatiua-kai-tangata, me Ira, me Uepohatu me Rangihakaoma hoki. Ko te ingoa Ngati Porou he whakarapopototanga noa iho tenei i te ingoa Nga-tini-uri-o-Porou Ariki te Matatara-a-whare te Tuhi-mareikura-o-Rauru — te tipuna kei runga nei i a ia nga tatai matamua katoa o wo tatau tipuna. Ko tatau ko nga hapu o Ngati Porou he uri katoa no Porourangi.

Ko te rohe potae o Ngati Porou kei Potikirua ki te raki — he wahi toka tenei kei waenganui o whakatiri me Whangaparaoa. Kei te taha hauauru, ko nga rarangi maunga o te Raukumara, a, kei te tonga ko te Toka-a-Taiau, he toka i tu i nga ra o mua ki te ngutu awa o te awa o Turanganui. I ora ai a Ngati Porou i nga kaupapa iro, me nga take raupatu a nga Taiwhenua Pakeha, na te tu tawhiti o wo ratau whenua i te moana, mai i te taha raki me te taha rawhiti o te moana, a, me te tu mai o aua whenua ki te taha hauauru o nga rarangi maunga o te Raukumara.

I nga ra o mua, kei te hapu to ratau ake mana whakahaere mo ratau ano i raro i te mana o wo ratau rangatira o te kaunihera. Heoi he wa ano ka mahi tahi i raro i te mana o te iwi, ina whakaporeareatia, a, whakahemanawatia ratau e tetahi ahuatanga e rapaki ana i a ratau. I taea ngawaritia ai te mahi tahi i raro i te mana o Ngati Porou na nga tatai tuhonohono mai i nga tipuna, taka ake ki a Porourangi, a, taka heke ki nga uri, ara, ki nga hapu. I wenei ra e mau tonu ana tatau ki te mana o te hapu, a, pera ano hoki ki te mana mahi tahi i raro i te karangatanga iwi.

Ko te whakapumau i te mana motuhake o Ngati Porou i roto i tona mana Atua, mana tangata, mana whenua.

The actions of Ngati Porou's leadership throughout the last century and a half have consistently been directed at the protection of its identity and autonomy.

In 1984, Ngati Porou pakeke initiated hui-a-iwi to consider their aspiration to establish a representative body that would unite the people, provide political leadership, promote education and advance economic development.

Around the same time, the prospect of the return of Hikurangi from the Crown to Ngati Porou provided additional impetus for the establishment of a Ngati Porou representative body. Those events led to the establishment of Te Runanga o Ngati Porou under the Maori Trust Boards Act on the 1st of September, 1987.

The challenge for the Runanga was to develop a viable, independent and sustainable economic base to fund the activities that would meet the aspirations of the people. Te Runanga o Ngati Porou was charged with the principal

function of administering its assets for the general benefit of *Nga uri o nga hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau*. The Runanga was to be a channel for resources for the region and it was to ensure that Ngati Porou development was firmly in Ngati Porou hands. Further, it was envisioned that, with the development of the region, there would be greater self-sufficiency and self-sustainability for Ngati Porou.

Throughout this period the Runanga provided a major leadership role at a regional and national level, and developed important relationships for the benefit of Ngati Porou. However, it did not have sufficient resourcing to meet all of its early aspirations. Through determination and resourcefulness it maintained its operations and recorded a significant list of achievements, notably:

- 1987 Radio Ngati Porou established.
- 1988 Pakihiroa Station purchased.
- 1988 Ngati Porou Whanui Forests established.
- 1990 Hikurangi maunga transferred back to Ngati Porou.
- 1991 Te Whare Wananga o Ngati Porou established.
- 1992 TRONP begins delivering social services.
- 1994 Puanga Station purchased.
- 1995 Ngati Porou education grant fund established.
- 1995 Ngati Porou Hauora established.
- 1998 First ever iwi education partnership formed with the Ministry of Education.
- 2000 Te Runanga o Ngati Porou Fisheries Ltd established (renamed *Ngati Porou Fisheries Ltd* in 2002)
- 2006 Porou Ariki Trust established to administer Ngati Porou's commercial fisheries interests.
- 2007 Mandate secured to negotiate to settle all historical Ngati Porou treaty claims
- 2008 Nga Hapu o Ngati Porou Foreshore and Seabed Deed of Agreement signed with the Crown
- 2010 Funds of \$2m distributed to 50 Marae over a 10 year period

This section of the Trust Deed acknowledges the achievements of Te Runanga o Ngati Porou, the contribution of those who served as elected representatives on the Board of Te Runanga o Ngati Porou, and the work of the CEOs and staff.

The settlement of Ngati Porou historical treaty claims provides Ngati Porou with an asset base that will enable a level of sustainability to be achieved and deliver long term benefits for the people of Ngati Porou.

Mana Motuhake Ngati Porou Mo Nga Uri Whakatipu

Ngati Porou Self-determination for the future

As a result of the settlement of historical grievances under the Treaty of Waitangi this Trust Deed establishes a new governance entity for Ngati Porou that will manage its collective affairs for the benefit of *nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau*.

The principles used to design the new governance entity have been based on the proverbial saying:

“Ko te whare mairi ka tu ki roto i te Pa-tuwatawata he tohu no te Rangatira.”

“A carved ancestral house standing within a fortified pa is a sign of chieftainship.”

Nga Pou Tuwatawata o te Whare are described as:

1. *Te mana rangatira* – the standing, decision-making powers and influence that enable Ngati Porou to sustain its collective autonomy
2. *Nga rawa mai i te ao turoa o nga whanau, o nga hapu o Ngati Porou* – the natural resources that affirm, nurture and sustain the physical, environmental, economic, intellectual, spiritual and cultural well-being of Ngati Porou
3. *Te Pou Maire o nga whanau o nga hapu o Ngati Porou* – the knowledge, language, artistic expression and heritage that affirm, nurture and sustain Ngati Porou as a people distinct from others
4. *Te Oranga Ngakau o Ngati Porou* – the quality of life and opportunity within the rohe of Ngati Porou needed to ensure the physical, emotional, social and economic well-being of the resident population
5. *Te Whakatipu Rawa mo Ngati Porou* – the iwi economic and commercial estate through which Ngati Porou can invest, support, and realise its aims and aspirations as an iwi.

Ngati Porou are entitled to effective governance that incorporates tikanga Ngati Porou and delivers sustainable benefits to Ngati Porou, now and in the future.

This Trust Deed sets out the manner in which Te Runanganui o Ngati Porou will operate and administer the Settlement and other assets to meet the cultural, social, environmental and economic aspirations of Ngati Porou, protect the mana of our tipuna and empower the mana of *nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau*.

Te Kawenata tapu a Te Runanganui o Ngati Porou me Ngati Porou

Koinei te Kawenata tapu a Te Runanganui o Ngati Porou me Ngati Porou.

Ko ona Poupou ko ona Rohenga, kei te mana o nga tipuna te whakamanatanga o tatau mana tuku iho me o tatau mana motuhake.

Kei nga tatai hono kei waenganui i a tatau te takenga mai o te Kotahitanga me te nohonga tahitanga o nga taina, tuakana.

Ko nga whaingā a Te Runanganui o Ngati Porou.

He hapai nga tumanako a te iwi

he atawhai, he manaaki i nga kaupapa a te whanau hapu iwi hoki,

me te whakapumau hoki i te mana motuhake o Ngati Porou i roto i tona mana Atua mana tangata mana whenua mana moana.

Toitu te mana Atua

Toitu te mana whenua me te mana moana

Toitu te mana tangata.

This Trust Deed is ~~made amended and restated~~ on

20~~25~~⁴⁰

BETWEEN

Te Runanga o Ngati Porou, a Maori Trust Board created by the Te Runanga o Ngati Porou Act 1987 ("**Settlor**")

AND

Te Runanganui o Ngati Porou Trustee Limited, a duly incorporated Company (Company number 3179347) ("**Trustee**")

BACKGROUND

Te Runanganui o Ngati Porou Trust was settled by the Settlor in 2010. The Trustee undertook a review of the Trust Deed of Te Runanganui o Ngati Porou in 2018 which resulted in the Amended and Restated Trust Deed of Te Runanganui o Ngati Porou dated 2018. A similar process has been undertaken in 2024 and 2025, which has led to an Amended and Restated Trust Deed of Te Runanganui o Ngati Porou dated 2025.

NOW THIS DEED RECORDS:

1. ESTABLISHMENT, PURPOSE AND PRINCIPLES OF TE RUNANGANUI O NGATI POROU

1.1 Te Runanganui o Ngati Porou Established

The trust established by this Trust Deed is to be known as Te Runanganui o Ngati Porou. The Trustee acknowledges that it holds the Trust's Assets upon the trusts and with the powers set out in this Trust Deed.

1.2 Trust fund

The Settlor has paid to the Trustee the sum of ~~[\$10.00]~~ to constitute the trust fund and the Trustee acknowledges the receipt of that sum. The Trustee declares that it holds the sum of ~~[\$10.00]~~ together with all other money and property which may be added to it by way of capital or income upon the trusts and with the powers set out in this Trust Deed.

1.3 Trust governance

Te Runanganui o Ngati Porou shall be governed and administered by and in accordance with this Trust Deed. Te Runanganui o Ngati Porou shall be the representative for Ngati Porou in all relevant matters relating to Ngati Porou, as well as the Mandated Iwi Organisation.

1.4 Trustee

Te Runanganui o Ngati Porou Trustee Limited is the Trustee of Te Runanganui o Ngati Porou. The Elected Representatives will be elected in accordance with *clause 7.1* and the *Second Schedule* and shall act as the Shareholders and Directors of the Trustee.

1.5 ~~Rule against Perpetuity~~ Duration

~~Unless stated otherwise in the Act, the perpetuity period for Te Runanganui o Ngati Porou is the period that commences on the date of this Trust Deed and ends eighty years less one day after the date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to Te Runanganui o Ngati Porou is hereby specified accordingly. However, if the Act allows, Te Runanganui o Ngati Porou may exist in perpetuity. The limit on duration of trusts does not apply to the Trust as set out in section 17 of the Act (as amended by the Trusts Act 2019).~~

1.6 Purposes of Te Runanganui o Ngati Porou

The purpose of Te Runanganui o Ngati Porou is to receive, administer, manage, protect and govern the Trust's Assets on trust for and on behalf of and for the benefit of the Beneficial Members.

1.7 Charitable status of Te Runanganui o Ngati Porou and Subsidiaries

Te Runanganui o Ngati Porou and/or any Subsidiaries may be charitable. Any change to the charitable nature, if this has been obtained, of Te Runanganui o Ngati Porou must be undertaken in accordance with *clause 23.5(e)*. Any change to the charitable nature, if this has been obtained, of any Subsidiary, must be ~~undertaken-determined~~ by the Trustee by Special Resolution of Elected Representatives.

1.8 Separation and protection

In carrying out the purposes of Te Runanganui o Ngati Porou as set out in *clause 1.6* above, the Trustee shall:

- (a) be responsible for governing Te Runanganui o Ngati Porou;
- (b) ensure that appropriate management for the various functions carried out by its Subsidiaries is in place at all times;
- (c) always protect Heritage Assets;
- (d) ensure that Commercial Activities are appropriately structured to serve the purposes of Te Runanganui o Ngati Porou;
- (e) ensure that the Cultural Activities are appropriately structured to serve the purposes of Te Runanganui o Ngati Porou;
- (f) make the primary purpose of the Commercial Activities to generate sustainable profits for the benefit of Ngati Porou now and in the future;
- (g) make the primary purpose of the Cultural Activities to serve the needs of Ngati Porou now and in the future; and
- (h) ensure that the Elected Representatives report to Ngati Porou Members in their respective Rohenga Tipuna no less than twice a year.

1.9 Principles

~~The Trustee~~Te Runanganui o Ngati Porou shall, in giving effect to the purposes in *clause 1.6*, be guided by the following principles:

- (a) ~~The~~ Trustee is to act in the interests of all Ngati Porou – Nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau;
- (b) ~~P~~profits of Te Runanganui o Ngati Porou are to be used for the benefit of Ngati Porou;
- (c) ~~The~~ reo ake o Ngati Porou me ona tikanga are to be fostered;
- (d) ~~The~~ Trustee is to act in accordance with the relevant Ngati Porou tikanga to achieve the best possible standards of stewardship and business practice;
- (e) Beneficial Members must be Ngati Porou;
- (f) Elected Representatives must be Adult Members of Ngati Porou;
- (g) ~~There~~ will be guaranteed Noho Kaenga representation;
- (h) ~~There~~ will be separation of governance and management; and
- (i) ~~There~~ will be separation of business risk assets and Heritage Assets.

1.10 Incidental purposes

Incidental to, and to give effect to the purposes in *clause 1.6*, ~~the Trustee, and in the case of (e) and (f).~~
Te Runanganui o Ngati Porou shall:

- (a) ~~R~~receive, hold and manage Settlement Property for the Beneficial Members;
- (b) ~~R~~receive, hold and manage Porou Ariki Trust assets and functions;
- (c) ~~R~~receive, hold and manage the Runanga's assets and functions;
- (d) ~~M~~make distributions to Beneficial Members in order to carry out the purposes of Te Runanganui o Ngati Porou in accordance with *clause 1.6*;
- (e) ~~A~~act as the Mandated Iwi Organisation for the purpose of the Maori Fisheries Act 2004; and
- (f) ~~I~~f Ngati Porou is to have an Iwi Aquaculture Organisation, act as the Iwi Aquaculture Organisation for the purpose of the Maori Commercial Aquaculture Claims Settlement Act 2004.

1.11 Rights of Members of Ngati Porou

Subject to the terms of this Trust Deed:

- (a) Members of Ngati Porou shall have the right to, among other things:
 - (i) ~~R~~receive reports from the ~~Trustee through the~~ Elected Representatives of their Rohenga Tipuna in accordance with *clause 1.8(h)*;
 - (ii) attend Annual and Special General Meetings, in accordance with *clause 16*;
 - (iii) ~~A~~attend meetings of ~~the TrusteeElected Representatives~~, in accordance with *rule 102 of the Third Schedule*; and
 - (iv) ~~C~~contact the Elected Representatives of their Rohenga Tipuna.
- (b) Adult Members of Ngati Porou shall have the right to, amongst other things:
 - (i) ~~P~~put forward proposals for amendments to the Trust Deed for the consideration of the ~~TrusteeElected Representatives~~, in accordance with *clause 23.6*;
 - (ii) ~~I~~inspect the Ngati Porou Register, ~~in accordance with subject to rules 3.1(f) and~~ *7.3 of the First Schedule*;
 - (iii) ~~V~~vote in Elected Representative elections, in accordance with the *Second Schedule*;
 - (iv) ~~B~~be nominated for election and hold office as an Elected Representative subject to ~~the eligibility rules in he or she being eligible under rule 2.1 of~~ the *Second Schedule*;
 - (v) ~~V~~vote on ordinary and Special Resolutions of Members in accordance with the *Fourth Schedule*; and
 - (vi) ~~R~~receive any notice relating to a Major Transaction, in accordance with *rule 6 of the Fourth Schedule*.

1.12 Restriction on Major Transactions

Te Runanganui o Ngati Porou and any Subsidiary must not enter into a Major Transaction unless notice is given to the Adult Members of Ngati Porou in accordance with *rule 6 of the Fourth Schedule*, and that Major Transaction:

- (a) ~~It~~ is approved by way of Special Resolution of Members; or
- (b) ~~It~~ is contingent upon approval by way of Special Resolution of Members.

1.13 Strategic Governance

While Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, it must exercise strategic governance over:

- (a) ~~Its~~ Asset-Holding Companies, any subsidiaries of an Asset-Holding Company, and any Fishing Enterprise; and
- (b) ~~The~~ process to examine and approve annual plans that set out the matters referred to in *clause 13.4(b)-(d)*.~~5~~

but not in such a manner as shall result in the Trustee or any Elected Representative being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this clause or any other provision of this Trust Deed prevent Te Runanganui o Ngati Porou or any Subsidiary from entering into such arrangements with another company or trust as Te Runanganui o Ngati Porou shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in *clause 1.6*.

1.14 Application of income and capital

To achieve the purposes of Te Runanganui o Ngati Porou and subject to any other requirements in this Trust Deed:

- (a) the ~~TrusteeElected Representatives~~ may, at any time, after payment of, or provision for, all reasonable costs, charges and expenses ~~of the Elected Representatives~~ in respect of the establishment, management and administration of Te Runanganui o Ngati Porou, pay ~~or~~ apply or appropriate all or any of the income of Te Runanganui o Ngati Porou for the purposes and objects of Te Runanganui o Ngati Porou;
- (b) the ~~TrusteeElected Representatives~~ may at any time pay ~~or~~ apply or appropriate all or any of the capital of Te Runanganui o Ngati Porou for the purposes and objects of Te Runanganui o Ngati Porou.

2. TRUSTEE'S POWERS AND DUTIES

2.1 The Trustee shall have all the powers and duties set out in the *Fifth Schedule*.

3. CONSTITUTION OF TRUSTEE

3.1 The constitution of the Trustee must include, but shall not be limited to, the following:

- (a) ~~That~~ its sole purpose is to act as trustee for Te Runanganui o Ngati Porou;
- (b) ~~That~~ it must comply with the powers and duties set out in the Fifth Schedule;
- (c) ~~That~~ the Shareholders and Directors will be the Elected Representatives for the time being; and

- (d) ~~That~~ the Shareholders must also be Directors.

4. HERITAGE ASSETS

4.1 Heritage Assets

~~The Trustee Te Runanganui o Ngati Porou~~ may from time to time by Special Resolution of Elected Representatives determine that any Property become a Heritage Asset.

4.2 Restrictions on Heritage Assets

Where a ~~Special Resolution of Elected Representatives~~ Trustee determination is ~~made~~^{passed} in accordance with *clause 4.1* for any Property to become a Heritage Asset, ~~the Trustee Te Runanganui o Ngati Porou~~ must not:

- (a) sell, exchange, transfer, or otherwise permanently dispose of the Heritage Asset;
- (b) grant any mortgage, charge or other encumbrance over the Heritage Asset or any part of it which confers a power of sale; or
- (c) use the Heritage Asset as the subject of any guarantee or collateral security arrangement.

4.3 Removal of Classification of Heritage Asset

Where any Property has been classified as a Heritage Asset it shall remain classified as a Heritage Asset until a Special Resolution of Members is passed in accordance with the Fourth Schedule that the Property (or part of it) no longer be classified as a Heritage Asset and upon the passing of that Special Resolution of Members the Property to which the Special Resolution of Members applies shall no longer be classified as a Heritage Asset.

4.4 Register of Heritage Assets

~~The Trustee Te Runanganui o Ngati Porou~~ shall maintain a Register of Heritage Assets setting out the details with regard to all Heritage Assets held by or on behalf of Te Runanganui o Ngati Porou.

4.5 Winding Up or Dissolution

Nothing in this *clause 4* shall prevent ~~the Trustee Te Runanganui o Ngati Porou~~ from gifting or transferring any Heritage Asset in accordance with *clause 25.1(b)*, on the winding up or dissolution of Te Runanganui o Ngati Porou.

5. ESTABLISHMENT REPRESENTATIVES

5.1 Establishment Representatives to be appointed

The Establishment Representatives shall be the Shareholders and Directors at the date of this Trust Deed until the date on which they are succeeded by the First Elected Representatives elected in accordance with the procedure set out in the *Second Schedule*.

5.2 Functions of the Establishment Representatives

The Establishment Representatives will:

- (a) ~~During~~ the Establishment Period, organise and manage the election for the First Elected Representatives (including, where necessary, contracting out the running of such election to an independent third party), prior to the Settlement Date;
- (b) ~~During~~ the Establishment Period receive any funds or assets transferred to Te Runanganui o Ngati Porou from the Runanga, the Porou Ariki Trust, or by any other means, including receiving

Settlement Property from the Crown in the event that the First Elected Representatives have not been appointed by Settlement Date;

- (c) ~~D~~during the Establishment Period, maintain records and information that will facilitate the preparation by the First Elected Representatives of the first Annual Plan, Five Year Strategic Plan and Annual Report in accordance with *clause 11* and *clause 12*;
- (d) ~~W~~here necessary during the Establishment Period, conservatively exercise the functions of Te Runanganui o Ngati Porou;
- (e) ~~I~~f required, after the Establishment Period, provide ongoing administrative, investment management and other support to the Elected Representatives.

5.3 Establishment Representatives must not risk Assets

The Establishment Representatives shall have no authority, unless reasonably necessary to enable the continuing business operation of any Subsidiary, to:

- (a) sell, exchange, transfer, or otherwise permanently dispose of any of the Trust's Assets;
- (b) grant any mortgage, charge or other encumbrance over any of the Trust's Assets or part of them which confers a power of sale; or
- (c) use any of the Trust's Assets as the subject of any guarantee or collateral security arrangement.

6. ~~CUSTODIAN TRUSTEE~~CUSTODIAN

6.1 The Trustee may at any time by resolution ~~in writing~~ appoint a person who is eligible to be a custodian under clause 67 of the Trusts Act to be a custodian of the Trust's assets or a part of them on such terms and conditions as the Trustee thinks fit~~any appropriate entity to be the custodian trustee of the Trust's Assets, or any part of them, upon such terms as the Trustee may decide, or otherwise to act pursuant to the provisions of section 50 of the Trustee Act 1956, and the Trustee may at any time by resolution in writing revoke any such appointment.~~

6.2 Having made an appointment under clause 6.1 the Trustee must keep the arrangements, and how those arrangements are being put into effect, under review and, if the circumstances make it appropriate to do so, consider whether it should intervene in any manner including, but without limitation, amending, revoking, terminating or replacing the appointment.~~The Trustee will determine the amount of any fee to be paid to the custodian trustee.~~

7. ELECTION, POWERS AND MEETINGS OF ELECTED REPRESENTATIVES

7.1 Elected Representatives

The Elected Representatives from time to time shall be elected to office as Shareholders and Directors of the Trustee in accordance with the rules set out in the *Second Schedule*. As Shareholders, the Elected Representatives shall hold shares in the Trustee on trust for the Beneficial Members, and must transfer his or her shares in accordance with *clause 7.2* in the event that he or she ceases to hold office.~~The Elected Representatives shall control and supervise the business and affairs of the Trustee in its role as Trustee of this Trust as they see fit.~~

7.2 Incumbent Shareholders and Directors

In the event that an Elected Representative ceases to hold office in accordance with *rule 12.1 of the Second Schedule*, the incumbent Elected Representative shall transfer his or her shares to the new Elected Representatives in their Rohenga Tipuna and shall resign as Director, as soon as reasonably practicable. In the event that no new Elected Representative is appointed, the incumbent Elected Representative shall

transfer his or her shares to the Chairperson, who shall hold these shares until a new Elected Representative is appointed.

7.3 Proceedings of Trustee

Except as otherwise provided in this Trust Deed the proceedings and other affairs of the Trustee shall be conducted in accordance with the rules set out in the *Third Schedule*.

8. CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES

8.1 The Chief Executive Officer shall have such duties and responsibilities as provided in the *Sixth Schedule*.

9. ~~TE RUNANGANUI O NGATI POROU~~ TRUSTEE MAY ESTABLISH SUBSIDIARIES

9.1 ~~Te Runanganui o Ngati Porou~~ The Trustee may establish Subsidiaries to carry out Commercial Activities and Cultural Activities in accordance with the *Seventh Schedule*.

10. REVIEW OF TRUST DEED

10.1 After 5 years from the date of the election of the First Elected Representatives, and every 5 years after the date of completion of the first and subsequent reviews, ~~the Trustee Te Runanganui o Ngati Porou~~ shall undertake a review of this Trust Deed and its operation with a view to reporting to the next Annual General Meeting of Te Runanganui o Ngati Porou after the completion of the review on the effectiveness of the arrangements set out in this Trust Deed. Such report shall include recommendations as to the alterations (if any) that should be made to this Trust Deed.

11. PLANS

11.1 ~~Trustee~~ Elected Representatives to prepare 5 year strategic plan

After the Establishment Period, the ~~Elected Representatives~~ Trustee shall produce as soon as practicable, and update not less than every year prior to the Annual General Meeting, a 5 Year Strategic Plan. Such a plan shall set out the medium term vision of Te Runanganui o Ngati Porou in respect of the matters referred to in clause 11.2 and shall include a statement by the ~~Trustee~~ Elected Representatives of the commercial, management and distribution policies that ~~the Trustee Te Runanganui o Ngati Porou~~ intends to follow in respect of the Trust's Assets.

11.2 ~~Trustee~~ Elected Representatives to prepare annual plan

The ~~Trustee~~ Elected Representatives shall prepare, no later than one month before the commencement of each Income Year, an Annual Plan which specifies in respect of that Income Year the following information:

- (a) the objectives of the annual plan;
- (b) the strategic vision of ~~the Trustee Te Runanganui o Ngati Porou~~ for the Ngati Porou Group;
- (c) the nature and scope of the activities proposed by ~~the Trustee Te Runanganui o Ngati Porou~~ for the Ngati Porou Group in the performance of Te Runanganui o Ngati Porou's purposes;
- (d) the ratio of capital to total assets;
- (e) the performance targets and measurements by which performance of the Ngati Porou Group may be judged;
- (f) the manner in which it is proposed that projected income will be dealt with;
- (g) any proposals for the Cultural Activities of Ngati Porou, including for example marae grants;

- (h) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Ngati Porou;
- (i) while Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, the policy of Te Runanganui o Ngati Porou in respect of sales and exchanges of Settlement Quota, and any changes to that policy from the previous Income Year; and
- (j) while Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, any proposal to change the constitutional documents of any fishing company owned by Te Runanganui o Ngati Porou.

12. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

12.1 Preparation of annual report

The Trustee must, within four months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Ngati Porou Group covering the accounting period ending at the end of that Income Year which includes:

- (a) Information on the steps taken to increase the number of registered members;
- (b) A comparison of its performance against the objectives set out in the Annual Plan, including –
 - (i) Changes in shareholder or member value; and
 - (ii) Dividend performance or profit distribution;
- (c) Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngati Porou Group for that Income Year. The financial statements shall include as a separate item details of any remuneration or fees paid to any Elected Representative (including without limitation any such payment to any Elected Representative as a Board Member);
- (d) While Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, a report giving information of the sales and exchanges of settlement quota in the previous year, including –
 - (i) The quantity of settlement quota held by an Asset-Holding Company;
 - (ii) The value of settlement quota sold or exchanged;
 - (iii) The identity of the purchaser or other party to the exchange;
 - (iv) Any transaction with settlement quota that has resulted in a registered interest by way of caveat or mortgage being placed over the quota;
 - (v) The settlement quota interests that have been registered against the quota shares of Te Runanganui o Ngati Porou; and
 - (vi) The value of **Ordinary Shares**~~income shares~~ sold, exchanged, or acquired; and
- (e) While Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, a report on the interactions of Te Runanganui o Ngati Porou in fisheries matters:—
 - (i) With other entities within the iwi;
 - (ii) With other Mandated Iwi Organisations; and
 - (iii) With Te Ohu Kaimoana Trustee Limited; and

- (f) While Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, any changes made under section 18 of the Maori Fisheries Act 2004 to the Trust Deed or the constitutional documents of Te Runanganui o Ngati Porou's Asset-Holding Companies and any subsidiaries of the Asset-Holding Companies.

12.2 Audit of financial statements

~~The Trustee Te Runanganui o Ngati Porou~~ must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the date for giving notice of the Annual General Meeting of Te Runanganui o Ngati Porou for the Income Year immediately following the Income Year to which the financial statements relate.

12.3 Appointment of auditor

The auditor shall be appointed by ~~the Trustee Te Runanganui o Ngati Porou~~ prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Elected Representative or employee of the Ngati Porou Group (including any firm of which such a person is a member or employee) may be appointed as the auditor.

12.4 Core documents

The Trustee must keep the Core Documents so far as is reasonable for the duration of its trusteeship.

13. PLANS AND REPORTS OF SUBSIDIARIES

13.1 Subsidiaries to prepare Plans and Statements of Intent

The Trustee must ensure that each Subsidiary:

- (a) maintains a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the Trustee updates the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) prepares and maintains a 5 Year Strategic Plan, which shall be updated not less than once a year, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) prepares an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its 5 year planning objectives and fulfil the objectives and principles of the Statement of Intent; and
- (e) within 2 calendar months after the completion of the first, second and third quarter of each Income Year sends to the Trustee reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustee may require from time to time).

13.2 Trustee approval required

Prior to being implemented all Statements of Intent, Five Year Strategic Plans and Annual Plans must be approved by the Trustee. However, nothing in this clause shall allow the Trustee to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the Board Members shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.

13.3 Reports by Subsidiaries

Subsidiaries shall provide reports to the Trustee each Income Year in such form and with such detail as required by the Trustee. Reports by the Subsidiaries shall include a comparison of their performance against both their respective Annual Plans for that Income Year and any medium and longer term planning objectives (as set out in the Five Year Strategic Plans and Statement of Intent).

13.4 Asset-Holding Company report

While Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, every Asset-Holding Company ~~of Te Runanganui o Ngati Porou or any~~ subsidiary of an Asset-Holding Company, must prepare an Annual Report on:

- (a) the performance of those enterprises; and
- (b) the investment of money of those enterprises; and
- (c) the key strategies for the use and development of iwi fisheries assets; and
- (d) the Annual Plans of those enterprises, including:
 - (i) the expected financial return on iwi fisheries assets;
 - (ii) any programme to:
 - (A) manage the sale of annual catch requirements derived from the settlement quota; or
 - (B) reorganise the settlement quota held by that enterprise by buying or selling quota in accordance with the Maori Fisheries Act 2004.

14. ~~DISCLOSURE OF PLANS, REPORTS AND MINUTES~~ PROVISION OF INFORMATION

14.1 Disclosure of Plans, Reports and Minutes

~~The Trustee Te Runanganui o Ngati Porou~~ shall hold at ~~its~~ the offices of Te Runanganui o Ngati Porou and make available for inspection by any Member of Ngati Porou during normal business hours and may make available digitally through its website or otherwise:

- (a) the Annual Report for each of the preceding three Income Years;
- (b) the Consolidated Financial Statements for the preceding three Income Years;
- (c) the Annual Plan;
- (d) the Five Year Strategic Plan;
- (e) this Trust Deed and any constitutional documents of Subsidiaries;
- (f) the Statements of Intent; and
- (g) the minute book kept in accordance with *clause 8 of the Third Schedule* of all decisions taken and business transacted at every Annual General Meeting and Special General Meeting.

Any Member of Ngati Porou shall be entitled to obtain copies of this information, and the information referred to in *clause 13.4*, in writing, on request. However ~~the Trustee Te Runanganui o Ngati Porou~~ shall also be entitled to recover at its discretion all reasonable copying or postage costs (if any).

14.2 Basic Trust Information

- (a) The Trustee will make the Basic Information available to every Beneficial Member (or a Beneficial Member's representative) unless having regard to the factors set out in *clause 14.4* the Trustees reasonably consider that the Basic Trust Information should not be made available to every Beneficial Member but some or all of it should be withheld from one or more Beneficiaries.
- (b) The Basic Trust Information is:
 - (i) the fact that a person is a Beneficial Member;
 - (ii) the name and contact details of the Trustee and such details of any subsequent appointment; and
 - (iii) the right of the Beneficial Member to request a copy of the terms of the Trust or Trust Information under this clause.
- (c) The Trustee must consider at reasonable intervals whether they should be making the Basic Trust Information available under this clause.

14.3 Trust Information

- (a) The Trustee will make available any Trust Information requested in writing by any Beneficial Member (or a Beneficial Member's representative) unless having regard to the factors set out in *clause 14.4* the Trustee reasonably considers that some or all of the Trust Information requested should not be made available to the Beneficial Member.
- (b) Trust Information is any information regarding the terms of the Trust, the administration of the Trust or the Trust property that it is reasonably necessary for a Beneficial Member to have to enable the Trust to be enforced but does not include reasons for Trustees' decision.
- (c) The Trustee may require any Beneficial Member to whom Trust Information is given to pay the reasonable cost of providing that information before it is provided.

14.4 Factors for the Trustees to consider

The factors to be considered by the Trustees in making a decision under clauses *14.2* and *14.3* are as follows:

- (a) the nature of the interests in the Trust held by the Beneficial Member and the other Beneficial Members of the Trust, including the degree and extent of the Beneficial Member's interest in the Trust and the likelihood of the Beneficial Member receiving Trust property in the future;
- (b) whether the information is subject to personal or commercial confidentiality;
- (c) the expectations and intentions of the Settlor at the time of the creation of the Trust (if known) as to whether the Beneficial Members as a whole and the Beneficial Member in particular would be given information;
- (d) the age and circumstances of the Beneficial Member;
- (e) the age and circumstances of the other Beneficial Members of the Trust;
- (f) the effect on the Beneficial Member of giving the information;
- (g) the effect on the Trustees, other Beneficial Members of the Trust, and third parties of giving the information;

- (h) the effect of giving the information on relationships between the Beneficial Members and the relationship between the Trustees and some or all of the Beneficial Members to the detriment of the Beneficial Members as a whole;
- (i) the practicality of giving information to all Beneficial Members or all members of a class of Beneficial Members;
- (j) the practicality of imposing restrictions and other safeguards on the use of the information (for example, by way of an undertaking, or restricting who may inspect the documents);
- (k) the practicality of giving some or all of the information to the Beneficial Member in redacted form;
- (l) if a Beneficial Member has requested information, the nature and context of the request; and
- (m) any other factor that the Trustees reasonably consider is relevant to their determination.

15. NO DISCLOSURE OF SENSITIVE INFORMATION

For the avoidance of doubt, but subject to ~~the Trustee's~~Te Runanganui o Ngati Porou's reporting obligations in clauses 12.1, 14.1(a), 14.1(b), 14.1(g), 16.1(b) and 16.1(c), ~~the Trustee~~Te Runanganui o Ngati Porou may at its sole discretion limit disclosure of any information about the activities or proposed activities of Te Runanganui o Ngati Porou and Subsidiaries which ~~the Trustee~~Te Runanganui o Ngati Porou considers on reasonable grounds to be commercially or otherwise sensitive.

16. GENERAL MEETINGS

16.1 ~~Te Runanganui o Ngati Porou to hold~~ Annual General Meeting

~~The Trustee~~Te Runanganui o Ngati Porou shall, no later than six calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last Annual General Meeting of Te Runanganui o Ngati Porou, hold ~~an Annual g~~an Annual ~~Meeting~~ Meeting for the Members of Ngati Porou, ~~to be called its Annual General Meeting,~~ and shall at that meeting:

- (a) report on the operations of the Ngati Porou Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) present the proposed Five Year Strategic Plan of Te Runanganui o Ngati Porou;
- (e) announce the names of all newly appointed Elected Representatives;
- (f) seek an ordinary resolution of the Adult Members of Ngati Porou authorising the appointment of the auditor for the then current Income Year;
- (g) seek an ordinary resolution of the Adult Members of Ngati Porou approving the Elected Representatives' remuneration;
- (h) undertake all other notified business; and
- (i) at the discretion of the Chairperson, hear any other general business raised at that meeting.

16.2 Approval of Elected Representatives' remuneration

No remuneration will be paid to an Elected Representative in his or her capacity as an Elected Representative unless that remuneration has been authorised by a resolution of the Adult Members of Ngati Porou present at the Annual General Meeting. Each such resolution will express the remuneration to be paid to the Elected Representatives as a monetary sum per annum payable either to all Elected Representatives taken together or to any person who from time to time holds office as an Elected Representative. This clause does not apply to any remuneration paid to any Elected Representative in his or her capacity as a Board Member and that remuneration shall be determined by ~~the Trustee~~Te Runanganui o Ngati Porou pursuant to rules 1.7 and 1.8 of the Seventh Schedule.

16.3 ~~Notice of general meeting~~

~~Te Runanganui o Ngati Porou shall give not less than twenty (20) Working Days' notice of the holding of the Annual General Meeting, such notice to be given to all Adult Members of Ngati Porou at the last postal address, digital or other contact detail provided for each such Adult Member of Ngati Porou on the Ngati Porou Register. Notice of the meeting shall also be shown prominently on the website of Te Runanganui o Ngati Porou and inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Elected Representatives consider that a significant number of Members of Ngati Porou reside. All such notices shall contain:~~

- ~~(a) the date, time and place of the meeting;~~
- ~~(b) an agenda of matters to be discussed at the meeting, which shall include any matters to be voted on or resolved; and~~
- ~~(c) details of where copies of any information to be laid before the meeting may be inspected, including the Annual Report of Te Runanganui o Ngati Porou.~~

16.4 ~~Notice of special meetings~~

~~In addition to the Annual General Meeting of Te Runanganui o Ngati Porou, the Trustee shall convene a Special General Meeting of Te Runanganui o Ngati Porou on the request of:~~

- ~~(a) the Chairperson for the time being of Te Runanganui o Ngati Porou;~~
- ~~(b) 50% of the Elected Representatives; or~~
- ~~(c) Four percent (4%) of Adult Members of Ngati Porou.~~

~~Notice of such a meeting shall be given in the same manner as for a notice of the Annual General Meeting and those requesting the meeting shall be required to provide a statement to Te Runanganui o Ngati Porou setting out the purposes for which the meeting has been requested and the specific agenda items proposed for such a meeting. Te Runanganui o Ngati Porou shall not be required to give notice calling the meeting until such a statement with agenda items has been received.~~

16.5 ~~Annual General Meeting not limited to notified business~~

~~At the discretion of the Chairperson, any general business raised at the designated time for general business at any Annual General Meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting. For the avoidance of doubt, no resolution may be voted on at any Annual General Meeting unless appropriate notice has been given in accordance with clause 16.3(b).~~

16.6 ~~Special Meeting limited to notified business~~

~~No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that meeting.~~

~~16.7~~ — Invalidation

~~The accidental omission to give notice to, or a failure to receive notice by, a Member of Ngati Porou, of an Annual or Special General Meeting does not invalidate the proceedings at that meeting.~~

~~16.8~~ — Deficiency of notice

~~Subject to clause 16.6, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if:~~

- ~~(a) — the deficiency or irregularity is not material; and~~
- ~~(b) — the Adult Members of Ngati Porou who attend the meeting agree to waive the deficiency or irregularity.~~

~~16.9~~ — Quorum for General Meeting

~~The quorum required for any Annual or Special General Meeting of Te Runanganui o Ngati Porou shall be 100 Adult Members of Ngati Porou present in person who are registered with not less than 4 of the 7 Rohenga Tipuna including amongst those Adult Members a majority of the Elected Representatives.~~

~~16.10~~ — Vote at Special General Meeting

~~Voting on a Special Resolution of Members shall be carried out in accordance with this clause and the process in the Fourth Schedule. Notwithstanding clause 16.12 Te Runanganui o Ngati Porou must comply with any Special Resolution of Members passed in accordance with the Fourth Schedule. For any Special Resolution of Members to be passed, no less than four percent (4%) of Adult Members of Ngati Porou, which Adult Members of Ngati Porou are registered with not less than 4 of the 7 Rohenga Tipuna, must vote on that Special Resolution of Members either:~~

- ~~(a) — In person at the Special General Meeting; or~~
- ~~(b) — By postal vote, either to a physical, electronic or digital address as determined by the Elected Representatives from time to time.~~

~~16.11~~ — Chairing of meetings

~~The Chairperson for the time being of Te Runanganui o Ngati Porou will be the Chairperson of any Annual or Special General Meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Elected Representatives present shall elect one of their number to substitute as the Chairperson for that meeting.~~

~~16.12~~ — Voting at Annual General Meeting

~~To the extent that a vote is sought or required at any Annual General Meeting:~~

- ~~(a) — Every Adult Member of Ngati Porou present shall have one vote.~~
- ~~(b) — Resolutions shall be passed in accordance with the Fourth Schedule.~~
- ~~(c) — Voting may be by voice or on a show of hands.~~
- ~~(d) — The chairperson of the meeting may also demand a poll on a resolution either before or after any vote.~~

~~However, except as provided in clauses 16.1(f) and 16.2, Te Runanganui o Ngati Porou shall not be bound by a resolution passed at any annual general meeting, but will only be required to give consideration to any such resolution.~~

~~The matters which shall be voted on at any Annual General Meeting are those matters which appropriate notice was given in accordance with clause 16.3(b).~~

~~16.13 — Adjourned meetings~~

~~If within one hour of the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting will stand adjourned to be re-convened 7 days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Members of Ngati Porou present will constitute a quorum.~~

~~16.14 — Unruly meetings~~

~~If any general meeting becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.~~

~~16.15 — Minutes~~

~~The Trustee shall keep a proper record in a minute book of all decisions taken and business transacted at every Annual General Meeting and Special General Meeting.~~

~~16.16 — Minutes to be evidence of proceedings~~

~~Any minute of the proceedings at an Annual General Meeting or a Special General Meeting which is signed by the Chairperson at that meeting shall be evidence of those proceedings.~~

~~16.17 — Minutes to be evidence of proper conduct~~

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

17. CONFLICT OF INTERESTS

17.1 Disclosure of interest to other Elected Representatives

An Elected Representative must after becoming aware of the fact that he or she is interested in a transaction or proposed transaction of Te Runanganui o Ngati Porou, disclose to his or her co-Elected Representatives at a meeting of Te Runanganui o Ngati Porou:

- (a) if the monetary value of the Elected Representative's interest is able to be quantified, the nature and monetary value of that interest; or
- (b) if the monetary value of that Elected Representative's interest cannot be quantified, the nature and extent of that interest.

17.2 No business or professional fees

If any Elected Representative is engaged in any profession or business then that Elected Representative or that Elected Representative's firm or business may not:

- (a) be engaged by Te Runanganui o Ngati Porou; or
- (b) charge Te Runanganui o Ngati Porou professional fees.

17.3 Dealings with Interested Elected Representatives

An interested Elected Representative shall not vote in respect of any matter in which that Elected Representative is interested, ~~nor shall~~ however the Elected Representative shall be counted for the purposes of forming a quorum in any meeting to consider such a matter. Any interested Elected Representative must leave the meeting for the duration of the deliberation and voting on the matter in which that Elected Representative is interested and the minutes should record the Elected Representative's absence and return.

17.4 Disclosure of interest of other Elected Representatives

Where an Elected Representative is aware of an actual or potential conflict of interest of another Elected Representative then that person has a duty to draw the attention of ~~the Trustee~~ Te Runanganui o Ngati Porou to the conflict of interest.

17.5 Recording of interest

~~The Trustee~~ Te Runanganui o Ngati Porou shall establish and maintain an interests register for the purpose of recording details of interested ~~Elected~~ Elected Representatives. Immediately following his or her appointment, an Elected Representative must enter any interests he or she has or may have into the interests register. An Elected Representative must also enter into the interests register the details of any interest disclosed to other Elected Representatives in accordance with *clause 17.1*.

17.6 Definition of interested Elected Representative

An Elected Representative will be interested in a matter if the Elected Representative:

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by Te Runanganui o Ngati Porou or any subsidiary of Te Runanganui o Ngati Porou;
- (d) is the parent, child or spouse, civil union partner, or de facto partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly materially interested in the matter.

17.7 Interests in common with Rohenga Tipuna

Notwithstanding *clause 17.6* no Elected Representative will be interested in a matter where that Elected Representative is a member of a Rohenga Tipuna and where his or her interest is not different in kind from the interests of other members of that Rohenga Tipuna.

17.8 Deficiency or irregularity in disclosure of interest

A deficiency or irregularity in a disclosure or recording of interest will not necessarily invalidate any decision made involving an interested Elected Representative.

18. PROHIBITION OF BENEFIT OR ADVANTAGE

- 18.1 No amount derived from the business of the Ngati Porou Group may be directed or diverted to the benefit or advantage of a Related Person where that Related Person is able, directly or indirectly, to determine or materially influence either the determination of the nature or extent of the relevant benefit or advantage or the circumstances in which the relevant benefit or advantage is, or is to be, given or received.

19. REMUNERATION AND EXPENSES

19.1 No private pecuniary profit

No person may make a private pecuniary profit from Te Runanganui o Ngati Porou or any of the Trust's Assets. However, each Elected Representative shall be entitled:

- (a) in each Income Year, to remuneration for his or her services as an Elected Representative as may be reasonable having regard to his or her duties and responsibilities (including duties and responsibilities as a Board Member) so long as that remuneration has been properly authorised pursuant to *clause 16.2* or determined pursuant to *rule 1.7* and *rule 1.8 of the Seventh Schedule* as the case may be; and
- (b) to be reimbursed for fair and reasonable expenditure incurred by him or her on behalf of Te Runanganui o Ngati Porou or any Subsidiary, subject in every case to approval by the Trustee~~Te Runanganui o Ngati Porou~~.

20. LIABILITY OF ~~ELECTED REPRESENTATIVES~~ TRUSTEE

~~20.1 The Trustee will be liable only for any loss suffered by the Trust attributable to the Trustee's dishonesty, wilful misconduct or gross negligence. No Trustee will be liable for any other loss attributable to any breach of trust by the Trustee. An Elected Representative shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows or should have known to be a breach of this Trust Deed. In particular, no Elected Representative shall be bound to take, or be liable for failing to take, any proceedings against a co-Elected Representative for any such breach or alleged breach.~~

21. INDEMNITY AND INSURANCE

21.1 Indemnity ~~and insurance~~ for Trustee and Elected Representatives

- ~~(a) The Trustee will be entitled to full and complete exoneration, indemnity and reimbursement from the Trust for any and all liability and expense which that Trustee incurs in relation to (including in defending or prosecuting any proceedings in relation to the Trust) and which is not attributable to that Trustee's dishonesty, wilful misconduct or gross negligence.~~

~~Te Runanganui o Ngati Porou may indemnify and/or provide insurance for any Elected Representative, officer or employee of Te Runanganui o Ngati Porou or any Subsidiary which may be covered by the Trust's Assets.~~

- ~~(a) Indemnity and insurance for Elected Representatives~~
- ~~(b) Te Runanganui o Ngati Porou may indemnify and/or, subject to clause 21.1 below, provide insurance for, the Trustee, any Elected Representative, officer or employee of Te Runanganui o Ngati Porou or any Subsidiary which may be covered by the Trust's Assets.~~

Without limiting ~~clause 21.1(b)~~21.4, any Elected Representative, officer or employee of Te Runanganui o Ngati Porou or Subsidiary may be indemnified for any and all liability and expense which that Elected Representative incurs in relation to the Trust (including in defending or prosecuting any proceedings in relation to the Trust) on such terms as the Trustee determines, in accordance with and to the extent permitted by the Companies Act 1993 and any other relevant legislation~~or have their insurance costs met out of the Trust's Assets against any costs which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to Te Runanganui o Ngati Porou or any Subsidiary, provided he or she was acting in good faith in a manner that he or she believed to be in the best interests of Te Runanganui o Ngati Porou or any Subsidiary with the object of fulfilling Te Runanganui o Ngati Porou's Purposes.~~

21.2 Indemnity and ~~insurance cover~~costs to be just and equitable

~~All indemnities and insurance cover~~costs may only be ~~obtained~~provided to the extent that the ~~Elected Representatives~~Trustee in ~~their~~its discretion thinks ~~the cost is~~ just and equitable having regard to prevailing market rates for such costs in organisations of a similar nature, asset base and risk profile to Te Runanganui o Ngati Porou or relevant Subsidiary.

21.3 Indemnity and insurance re specific trusts

If any assets are held by Te Runanganui o Ngati Porou on any separate specific trust, then any Elected Representative, officer or employee of Te Runanganui o Ngati Porou may in respect of proceedings brought in relation to that separate specific trust only be indemnified or have their insurance costs met out of those assets.

21.4 Record of decisions

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable. Any failure to record a decision to give or approve indemnities or meet or approve any insurance costs in accordance with this clause shall not invalidate such a decision.

22. NO DISREPUTE

22.1 In accordance with the Eighth Schedule, an Elected Representative shall not bring Te Runanganui o Ngati Porou into dispute.

23. AMENDMENTS TO TRUST DEED

23.1 Special Resolution required

Subject to clauses 23.2, 23.3, 23.4 and 23.5 all amendments to the Trust Deed shall only be made with the approval of a Special Resolution of Members passed in accordance with the Fourth Schedule.

23.2 Amendments to Rohenga Tipuna

Notwithstanding *clause 23.1*, any amendment to the composition of a Rohenga Tipuna listed in the Ninth Schedule shall be made in accordance with Ngati Porou tikanga and shall follow a process involving any affected Hapu. For the avoidance of doubt, no amendment to the number of Rohenga Tipuna or the number of Elected Representatives shall be made without a Special Resolution of Members in accordance with the Fourth Schedule.

23.3 Amendments due to mistake or change in legislation

Notwithstanding *clause 23.1*, any amendment to this Trust Deed which does not relate to matters provided for, by, or under the Maori Fisheries Act 2004 may be made without a Special Resolution of Members provided the amendment is made to:

- (a) ~~C~~correct a minor mistake in the Trust Deed, provided the correction will not materially change the effect of the relevant provision or provisions of the Trust Deed; or
- (b) ~~G~~give effect to an amendment made to legislation referred to in this Trust Deed, provided the amendment will not materially change the effect of the relevant provision or provisions of the Trust Deed.

23.4 Amendment to definition of Beneficial Member

Notwithstanding *clause 23.1*, after Settlement Date, the ~~Elected Representatives~~Trustee may amend the definition of Beneficial Member to include Subsidiaries. Such an amendment may be made without a Special Resolution of Members.

23.5 Limitations on Amendment

Subject to *clauses 23.2, 23.3 and 23.4*, no amendment shall be made to the Trust Deed which:

- (a) changes this *clause 23.5*;
- (b) changes *clause 25*;
- (c) changes the requirement for a Special Resolution of Members to amend the Trust Deed in accordance with *clause 23.1*;
- (d) changes the whakapapa requirements of Members of Ngati Porou; or
- (e) without tax advice, changes the charitable nature, if charitable status has been obtained, of Te Runanganui o Ngati Porou; or
- (f) while Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, is inconsistent with the Maori Fisheries Act 2004.

23.6 Consideration of proposals

Every Adult Member of Ngati Porou may put forward for consideration by the ~~Elected Representatives~~Trustee proposals for amendments to the Trust Deed. Any proposal put forward under this clause must be in writing and addressed to the Chairperson at the registered office of Te Runanganui o Ngati Porou. Any proposal put forward under this clause must be considered by the ~~Elected Representatives~~Trustee.

24. RESETTLEMENT

24.1 ~~Te Runanganui o Ngati Porou~~The Trustee has the power to settle or resettle any or all of the Trust's Assets upon trust in any manner which in the opinion of ~~Te Runanganui o Ngati Porou~~the Trustee is for the advancement or benefit of all Members of Ngati Porou, provided that the resettlement is approved:

- (a) ~~if~~ the assets are being resettled on a trust that is a Subsidiary, by the Trustee by a Special Resolution of Elected Representatives; or
- (b) ~~if~~ the assets are being resettled on a trust that is not a Subsidiary, by a Special Resolution of Members.

24.2 Notwithstanding anything in *this clause*, if the resettlement constitutes a Major Transaction, it must be approved by a Special Resolution of Members.

24.3 Any resettlement of Fisheries Settlement Assets must comply with the Maori Fisheries Act 2004.

25. WINDING UP

25.1 Subject to *clause 23.5 and the Act*:

- (a) Te Runanganui o Ngati Porou shall only be wound up or dissolved if the Adult Members of Ngati Porou have, by Special Resolution of Members, resolved that it has become impossible, impracticable or inexpedient to carry out Te Runanganui o Ngati Porou's Purposes.

- (b) On the winding up or dissolution of Te Runanganui o Ngati Porou, the ~~Elected Representatives~~**Trustee** must give or transfer all of the Trust's Assets after the payment of costs, debts and liabilities to one or more organisations or bodies within New Zealand having similar objects to Te Runanganui o Ngati Porou (being objects beneficial to the Ngati Porou community) as the Adult Members of Ngati Porou by Special Resolution of Members shall decide.

26. ~~ARCHIVING OF RECORDS~~

26.1 ~~Holding Records to be held for seven years~~

~~All~~The Core Documents of Te Runanganui o Ngati Porou and all minutes and other records that it has of any proceedings of Subsidiaries shall be held by the Trustee for the duration of its trusteeship and on the cessation of its trusteeship the Trustee shall pass such documents to its successor trustee. ~~minutes and other records of any proceedings of Te Runanganui o Ngati Porou and any Subsidiaries shall be held by Te Runanganui o Ngati Porou and those Subsidiaries for a period of not less than seven years.~~

26.2 Records may be archived

~~At the expiry of seven years~~The records of Te Runanganui o Ngati Porou and ~~its~~ Subsidiaries may be forwarded to a place established for archiving purposes so long as the Trustee will continue to have access to those records.

~~26.3 Records may be retained for longer~~

~~Notwithstanding clauses 26.1 and 26.2 Te Runanganui o Ngati Porou and any Subsidiaries may hold on to any records for a period exceeding seven years if in their discretion they consider that such records contain information that is commercially or otherwise sensitive or is still required by Te Runanganui o Ngati Porou or Subsidiary to which the information relates.~~

27. DISPUTE RESOLUTION

27.1 Disputes relating to Membership

In the event that a dispute arises regarding membership then that dispute shall be referred in first instance to the Membership Committee. The Membership Committee shall consider the matter under dispute and provide a recommendation to the Trustee who will make a final decision.

27.2 Notice of Dispute

All disputes referred to the Membership Committee in accordance with *clause 27.1* shall be submitted to the Membership Committee by notice in writing and the Membership Committee shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice.

27.3 Notification of outcome

The Trustee, via the Membership Committee, shall give its findings and decision in writing to the submitter.

27.4 Disputes relating to Maori Fisheries Act 2004

Part 5 of the Maori Fisheries Act 2004 shall apply in relation to disputes under the Maori Fisheries Act 2004 while Te Runanganui o Ngati Porou is the Mandated Iwi Organisation.

27.5 To enter into alternative disputes resolution for other disputes

The Trustee may agree that any dispute (other than one described in clause 27.1 or 27.4 above) that may give rise to legal proceedings, or any legal proceeding brought by or against the Trustee, in relation to the Trust and between the Trustee and a Beneficial Member or between the Trustee and a third party, may be referred to an alternative dispute resolution process designed to facilitate the resolution of the matter.

Any agreement to enter into an alternative dispute resolution process under this clause will be on such terms and conditions as the Trustee may from time to time in its absolute discretion agree with any other party to the dispute.

The Trustee will be under no obligation to agree to any alternative dispute resolution process including in relation to any dispute with a Beneficial Member notwithstanding the power to do so under this clause, or that a Beneficial Member requests that the Trustee enter into such a process.

The Trustee may take all steps necessary or desirable in the Trustee's absolute discretion to reach agreement on any matter referred to an alternative dispute resolution process including, without limitation:

(a) payment from the Trust Fund of all or any costs and expenses in relation to the alternative dispute process;

(b) entering into an enforceable settlement agreement on such terms and conditions as the Trustee in its absolute discretion agrees; and

(a) giving binding undertakings in relation to the matter (including undertakings that may bind or commit the Trustees to a future exercise or non-exercise of a discretion.

(c) _____

28. FISHERIES ASSETS

28.1 Te Runanganui o Ngati Porou's fisheries assets shall be dealt with in accordance with *the Tenth Schedule*.

29. IWI AQUACULTURE ASSETS

29.1 Te Runanganui o Ngati Porou's Iwi Aquaculture Assets shall be dealt with in accordance with *the Eleventh Schedule*.

30. DEFINITIONS AND INTERPRETATIONS

30.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

"Act" means the Ngati Porou Claims Settlement Act, when it comes into force, as amended from time to time;

"Adult Members of Ngati Porou" means those Members of Ngati Porou registered on the Ngati Porou Register and who are identified as being 18 years and over;

"Annual Plan" means, as the context requires, the annual plan of:

- (a) Te Runanganui o Ngati Porou, which is;
 - (i) prepared in accordance with *clause 11.2*; and
 - (ii) while Te Runanganui o Ngati Porou is a Mandated Iwi Organisation for the purposes of the Maori Fisheries Act 2004, complies with the requirements of that Act, or
- (b) Any Subsidiary, which is prepared in accordance with *clause 13.1(d)*.

"Annual Report" means the annual report of Te Runanganui o Ngati Porou, which is:

- (a) prepared in accordance with *clause 12.1*; and

- (b) While Te Runanganui o Ngati Porou is a mandated iwi organisation for the purposes of the Maori Fisheries Act 2004, complies with the requirements of that Act.

“Asset-Holding Company” has the meaning given to it in the Maori Fisheries Act 2004;

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

~~“**Authorised Signatory**” means an Elected Representative or other such person authorised by the Elected Representatives to sign a contract in accordance with rule 11.3 of the Third Schedule);~~

“Balance Date” means 30 June or any other date that the ~~Elected Representatives~~ Trustee by resolution adopts as the date up to which Te Runanganui o Ngati Porou’s financial statements are to be made in each year;

“Beneficial Member” means any present or future Member of Ngati Porou and all Subsidiaries;

“Board Member” means a director, trustee or member appointed to the board of a Subsidiary;

“Chairperson” means the chairperson from time to time elected by the Elected Representatives in accordance with *rule 5 of the Third Schedule*;

“Chief Executive Officer” means the Chief Executive Officer of Te Runanganui o Ngati Porou appointed in accordance with *rule 1.1 of the Sixth Schedule*;

“Chief Returning Officer” means as the context requires:

- (a) the person appointed from time to time as chief returning officer for the purposes of Elected Representative elections in accordance with *rule 9 of the Second Schedule*; or
- (b) the person appointed as chief returning officer for the purposes of a Special Resolution of Members in accordance with ~~rule 8-10.1~~ rule 10.1 of the Fourth Schedule;

“Commercial Activities” means any activity carried out in pursuit of Te Runanganui o Ngati Porou’s Purposes which has as its principal objective the generation of sustainable financial or economic returns and shall include without limitation the management and administration of all forestry lands, fisheries, farming and commercial properties acquired in the settlement of the Ngati Porou Claims or otherwise;

“Core Documents” means:

- (a) the trust deed and any other document that contains terms of the trust;
- (b) any variations made to the Trust Deed or trust;
- (c) records of the trust property that identify the assets, liabilities, income, and expenses of the trust and that are appropriate to the value and complexity of the trust property;
- (d) any records of trustee decisions made during the trustee’s trusteeship;
- (e) any written contracts entered into during that trustee’s trusteeship;
- (f) any accounting records and financial statements prepared during that trustee’s trusteeship;
- (g) documents of appointment, removal, and discharge of trustees (including any court orders appointing or removing trustees);
- (h) any letter or memorandum of wishes from the settlor;

- (i) any other documents necessary for the administration of the trust;
- (j) any documents referred to in paragraphs (a) to (i) that were kept by a former trustee during that person's trusteeship and passed on to the current trustee.

“Cultural Activities” means any activity carried out in pursuit of Te Runanganui o Ngati Porou's Purposes which has as its principal objective to serve the needs of Ngati Porou now and in the future, and may include without limitation:

- (a) the strengthening of all aspects of te reo ake me nga tikanga ake o Ngati Porou;
- (b) the provision of support and assistance to Members of Ngati Porou in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;
- (c) the development and enhancement of community facilities for the benefit of Ngati Porou;
- (d) the provision of funding to the Marae and/or Hapu for the cultural and social development of the Marae and/or Hapu;
- (e) carrying out cultural arrangements with the Crown, including but not limited to, Ngati Porou's relationships with the Crown through the protocols and the letter of commitment as set out in the Deed of Settlement;
- (f) the provision of Ngati Porou ~~R~~research, ~~A~~archives and ~~R~~records facilities;
- (g) the development, enhancement and management of environmental and natural resources; and,
- (h) such other activities as set out in the Annual Plan from time to time.

“Consolidated Financial Statements” means the consolidated financial statements of the Ngati Porou Group prepared ~~by Te Runanganui o Ngati Porou~~ in accordance with *clause 12.1*;

“Deed of Settlement” means the deed that will be signed between the Mandated Negotiators, the Trustee and the Crown recording the settlement of the Ngati Porou Claims;

“Deputy Chairperson” means the deputy chairperson from time to time if one is elected in accordance with *rule 5 of the Third Schedule*;

“Directors” means the directors of the Trustee (who are the Elected Representatives);

“Elected Representatives” means the representatives elected from time to time in accordance with the *Second Schedule* to act as the Directors and Shareholders of the Trustee;

“Election Year” means the Income Year commencing in the Income Year in which the First Elected Representatives are elected and each fourth Income Year thereafter;

“Establishment Period” means the period of appointment of the Establishment Representatives being the period from the date of this Trust Deed until the date on which the First Elected Representatives are elected;

“Establishment Representatives” means the caretaker Shareholders and Directors during the Establishment Period and appointed in accordance with *clause 5*;

“Fisheries Settlement Assets” means the Settlement Quota, Ordinary SharesIncome Shares and any cash transferred from Te Ohu Kaimoana Trustee Limited to Te Runanganui o Ngati Porou;

“Fishing Enterprise” means a fishing operation established in accordance with *rule 3 of the Tenth Schedule* to utilise annual catch entitlement from the Settlement Quota;

“First Elected Representatives” means the first Elected Representatives elected in accordance with *the Second Schedule*;

“Five Year Strategic Plan” means, as the context requires, the five year strategic plan of:

- (a) Te Runanganui o Ngati Porou prepared in accordance with *clause 11.1*; or
- (b) Any Subsidiary prepared in accordance with *clause 13.1(c)*.

“Hapu” means the hapu listed in the *Ninth Schedule*, including any changes thereto;

“Heritage Asset” means any Property classified for the time being as a Heritage Asset in accordance with *clause 4*.

“Income Shares” has the meaning given to it by the Maori Fisheries Act 2004;

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

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

“Kei Te Whenua” means those Members of Ngati Porou who are not resident mai i Potikirua ki Te Toka a Taiau;

“Major Transaction” in relation to any transaction of a member of the Ngati Porou Group means:

- (a) The acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than half the value of all of the assets of the Ngati Porou Group before the acquisition; or
- (b) The disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than half the value of all of the assets of the Ngati Porou Group before disposition; or
- (c) A transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of all of the assets of the Ngati Porou Group before the transaction, but does not include:
 - (i) Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Assets of the Ngati Porou Group (whether the Assets are held ~~in~~by Te Runanganui o Ngati Porou or any Subsidiary); or
 - (ii) Any acquisition or disposition of Property by that member from or to any other wholly owned member of the Ngati Porou Group or any other Member of the Ngati Porou Group controlled directly or indirectly by any other Member of the Ngati Porou Group; and

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than one half of the value of Assets of the Ngati Porou Group for the purpose of securing the repayment of money or the performance of an obligation;

“Mandated Iwi Organisation” has the meaning given to it in the Maori Fisheries Act 2004;

“Mandated Negotiators” has the meaning given to it in the Deed of Settlement;

“Marae” means the marae located in the Rohenga Tipuna and listed in *the Ninth Schedule*;

“Member of Ngati Porou” means any individual who is of Ngati Porou descent. Whangai must descend from a Primary Ancestor of Ngati Porou to be a Member of Ngati Porou;

“Membership Committee” means the committee that shall be appointed in accordance with *rule 4 of the First Schedule*;

“Ngati Porou” means the iwi comprising nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau (the descendants of the whanau and hapu of Ngati Porou from Potikirua to Te Toka a Taiau) who thereby affiliate to Ngati Porou through descent from a Primary Ancestor of Ngati Porou, (that is, the ancestors, eponymous or otherwise, of the Hapu listed in *the Ninth Schedule*);

“Ngati Porou Claims” has the same meaning given to Historical Claims in the Deed of Settlement and Act;

“Ngati Porou Group” means Te Runanganui o Ngati Porou and any Subsidiaries;

“Ngati Porou Register” means the register of Members of Ngati Porou that is to be maintained by Te Runanganui o Ngati Porou in accordance with the *First Schedule*;

“Noho Kaenga” means those Members of Ngati Porou who are resident mai i Potikirua ki Te Toka a Taiau;

“Ordinary Shares” has the meaning given to it by the Maori Fisheries Act 2004;

“Primary Ancestor of Ngati Porou” means the ancestors, eponymous or otherwise of the Hapu listed in the *Ninth Schedule*;

“Private Notice” has the meaning given to it in the Maori Fisheries Act 2004;

“Property” means all property (whether real or personal) and includes choses in action, rights, interests and money, and for the avoidance of doubt, includes all Settlement Property, and all assets transferred that previously belonged to the Runanga and the Porou Ariki Trust;

“Provisional Vote” means a vote cast pursuant to *rule 6.7(b) of the Second Schedule* or *rule ~~8.3(b)~~ 10.3(b) of the Fourth Schedule* as the case may be;

“Related Person” means a person specified in paragraphs (i) to (iv) of section CW42(5)(b) of the Income Tax Act 2007, the person specified being:

- (a) a settlor or trustee of the trust by which the business is carried on; or
- (b) a shareholder or director of the company by which the business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
- (d) a person associated (as that term is defined in sections YB1 to YB12 and YB14 to YB16 of the Income Tax Act 2007) with a settlor, trustee, shareholder or director referred to in any of paragraphs (a), (b) or (c) of this definition;

“Rohenga Tipuna” means the groupings of Hapu listed in the *Ninth Schedule*;

“Runanga” means Te Runanga o Ngati Porou as constituted by Te Runanga o Ngati Porou Act 1987;

“Settlement Date” means the date that is 20 Working Days after the date on which the settlement legislation comes into force;

“Settlement Property” has the meaning given to it in the Deed of Settlement;

“Settlement Quota” has the meaning given to it by the Maori Fisheries Act 2004;

“Shareholders” means the shareholders of the Trustee, who hold shares on trust for the Beneficial Members;

“Special Resolution of Members” means a resolution that requires the approval of not less than 75% of the Adult Members of Ngati Porou who validly cast a vote in accordance with the process set out in the *Fourth Schedule*;

“Special Resolution of Elected Representatives” means a resolution of the Trustee that requires the approval of not less than 75% of the Elected Representatives present at a duly convened meeting of the Trustee Te Runanganui o Ngati Porou held in accordance with the rules in the *Third Schedule*.

“Statements of Intent” means the statements of intent prepared by Subsidiaries in accordance with *clause 13.1*;

“Subsidiaries” means any entity (including a trust) that is:

- (a) wholly owned;
- (b) controlled directly; or
- (c) controlled indirectly,

by Te Runanganui o Ngati Porou, and includes any entity that is a subsidiary of an entity that is a Subsidiary of Te Runanganui o Ngati Porou. For the avoidance of doubt, Subsidiary includes, while Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, any Asset-Holding Company, a subsidiary established by an Asset-Holding Company, and any Fishing Enterprise or joint venture referred to in *rule 3 of the Tenth Schedule*;

“Te Runanganui o Ngati Porou” means the Trust established by this Trust Deed;

“Te Runanganui o Ngati Porou’s Purposes” means the purposes of Te Runanganui o Ngati Porou as set out in *clause 1.6*;

“Trusts Act” means the Trusts Act 2019 as amended from time to time;

“Trust Deed” means this Trust Deed and includes the recitals and the schedules to this Trust Deed and any variations made by Special Resolution of Members;

“Trustee” means Te Runanganui o Ngati Porou Trustee Limited;

“Trust’s Assets” means all assets received or otherwise owned or acquired from time to time by the Ngati Porou Group, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act and any money, investments or other Property paid or given to or acquired or agreed to be acquired by the Ngati Porou Group;

“Wahi Pooti” means the place or places ~~that may be nominated by Te Runanganui o Ngati Porou for the purposes of allowing the Adult Members of Ngati Porou that are registered with a particular Rohenga Tipuna to cast in person their vote on the election of the Elected Representative to be elected by that Rohenga~~

~~Tipuna in accordance with the Second Schedule,~~ where there will be a ~~physical~~ ballot box for voting in person;

“Whangai” means those persons who are adopted by a Member of Ngati Porou in accordance with the tikanga of Ngati Porou;

“Working day” means a day of the week other than—

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, the Sovereign's birthday, and Labour Day;
- (b) a day in the period commencing with 25 December in a year and ending with 2 January in the following year;
- (c) if 1 January falls on a Friday, the following Monday; and
- (d) if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday.

30.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other gender;
- (c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Trust Deed;
- (f) the schedules to this Trust Deed shall form part of this Trust Deed;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed;
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993.

FIRST SCHEDULE – MEMBERSHIP OF NGATI POROU AND NGATI POROU REGISTER

1. TE RUNANGANUI O NGATI POROU TO KEEP REGISTER

1.1 ~~Trustee~~Te Runanganui o Ngati Porou to maintain Register

~~The Trustee~~Te Runanganui o Ngati Porou shall continue and maintain, ~~or cause to be continued and maintained,~~ the Ngati Porou Register in accordance with the rules and procedures in this Schedule~~which is a register of the Members of Ngati Porou.~~

~~1.2 Register to comply with this Schedule~~

~~The Ngati Porou Register shall be confirmed and maintained in accordance with the rules and procedures set out in this Schedule.~~

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details

The Ngati Porou Register shall record in it the full names, dates of birth, and contact details~~postal addresses~~ of Members of Ngati Porou, and any other details as determined by the ~~Elected Representatives from time to time~~Trustee. It shall also record the name of the Rohenga Tipuna to which each Member of Ngati Porou has registered for the purposes of Elected Representative elections. If a Member of Ngati Porou wishes to be contacted by electronic or digital means, the Register may also record in it the electronic and/or digital address of that Member of Ngati Porou.

2.2 Registration limited to one Rohenga Tipuna

Although a Member of Ngati Porou may belong by whakapapa to more than one Rohenga Tipuna, each Member of Ngati Porou must nominate one Rohenga Tipuna to which they choose to register for the purposes of Elected Representative elections, and this shall be the only Rohenga Tipuna registration shown for each Member of Ngati Porou on the Register. No Member of Ngati Porou shall be shown on the Register as registering with more than one Rohenga Tipuna.

2.3 Member Registration Number

~~The Trustee~~Te Runanganui o Ngati Porou may allocate an identification number to each Adult Member of Ngati Porou on the Register. ~~The Trustee~~Te Runanganui o Ngati Porou will immediately after allocation, notify the relevant Adult Member of Ngati Porou of his or her identification number.

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications

All applications for registration by a Member of Ngati Porou must be made in writing to ~~the Trustee~~Te Runanganui o Ngati Porou. The application must contain:

- (a) the full name, date of birth and contact details~~physical address~~ of the applicant and any other details as determined by the Trustee;
- (b) the name of the Rohenga Tipuna to which the applicant claims affiliation for the purposes of Elected Representative elections;
- (c) such evidence as ~~the Trustee~~Te Runanganui o Ngati Porou may ~~from time to time~~ require as to that applicant's status as a Member of Ngati Porou and a member of the Rohenga Tipuna to which the applicant claims to affiliate in terms of paragraph (b) of this rule, including details of the whakapapa (genealogical) connection of the applicant to Ngati Porou and to the relevant Rohenga Tipuna;

- (d) while Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, the ability for Members of Ngati Porou to state whether they wish to receive a Private Notice for general meetings and postal ballot papers in accordance with *rule 4 of the Tenth Schedule*;
- (e) the Hapu and Marae to which the applicant affiliates; and
- (f) the ability for Members of Ngati Porou to indicate that they agree that his or her:
 - (i) details on the Register will be available to Adult Members of Ngati Porou, in accordance with *rule 7.3 of this Schedule*; and
 - (ii) name and address will be provided to the Marae to which he or she affiliates, in accordance with *rule 7.4 of this Schedule*.

3.2 Existing Members

Nothing in this clause affects the right of Members of Ngati Porou who are registered on the register maintained by the Runanga to be included on the Ngati Porou Register in accordance with *rule 7.1 of this Schedule*.

4. DECISIONS AS TO MEMBERSHIP

4.1 Membership Committee to be established

Te Runanganui o Ngati Porou shall establish a Membership Committee to:

- (a) make decisions on all applications made pursuant to *rule 3.1 of this Schedule* by any person for the recording in the Ngati Porou Register of that person's membership of Ngati Porou or any of the Rohenga Tipuna; and
- (b) consider disputes that arise regarding membership in accordance with *clause 27.1*.

4.2 Composition of Membership Committee

The Membership Committee shall comprise of not less than 3 Ngati Porou Pakeke, appointed by ~~the TrusteeTe Runanganui o Ngati Porou~~ from time to time, whom ~~the TrusteeTe Runanganui o Ngati Porou~~ consider are mature persons or elders knowledgeable in Ngati Porou whakapapa and other tikanga and recognised as such by Members of Ngati Porou together with, if ~~the TrusteeTe Runanganui o Ngati Porou~~ in ~~its~~~~their~~ sole discretion deems it necessary, not more than 2 other persons with experience and expertise appropriate to the matter to be resolved. Elected Representatives with the required expertise and knowledge of Ngati Porou whakapapa may be appointed to the Membership Committee.

4.3 Consideration of applications

All applications for membership pursuant to *rule 3.1 of this Schedule* together with any supporting evidence shall be forwarded by ~~the TrusteeTe Runanganui o Ngati Porou~~ to the Membership Committee.

4.4 Decisions to be made on applications

Upon receipt of an application for membership in accordance with *rule 3.1 of this Schedule* the Membership Committee shall consider the application and shall make a decision as to whether the application should be accepted both as to the applicant's status as a Member of Ngati Porou and a member of the Rohenga Tipuna to which the applicant claims to affiliate.

4.5 Successful applications to be notified and registered

In the event that the Membership Committee decides that the application should be accepted then such decision shall be notified in writing to ~~the TrusteeTe Runanganui o Ngati Porou~~, which shall in turn notify the

applicant and enter the applicant's name and other relevant details in the appropriate part of the Ngati Porou Register.

4.6 Notification of unsuccessful applicants

In the event that the Membership Committee decides to decline the application (whether as to the status of the applicant as a Member of Ngati Porou or as a member of any Rohenga Tipuna) then such decision shall be conveyed in writing to ~~the Trustee Te Runanganui o Ngati Porou~~ together with the reasons for the decision. ~~The Trustee Te Runanganui o Ngati Porou~~ shall then notify the applicant in writing of the decision together with the reasons for the decision.

4.7 Unsuccessful applicant may reapply

Any applicant whose application has been declined may:

- (a) at any time seek to have his or her application reconsidered by the Membership Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one, any previous application) as to the applicant's status as a Member of Ngati Porou or a member of any Rohenga Tipuna; or
- (b) dispute the basis on which the application was declined in accordance with *clause 27*.

5. CHANGES OF MEMBERSHIP OF ROHENGATIPUNA

5.1 Members may change Rohenga Tipuna

Any Member of Ngati Porou who is registered on the Ngati Porou Register may, by applying in writing to ~~the Trustee Te Runanganui o Ngati Porou~~, change the Rohenga Tipuna that he or she is for the time being recorded as registered with subject, however, to rule 6.10 of the Second Schedule.

5.2 Process to change membership of Rohenga Tipuna

All applications to change Rohenga Tipuna shall be dealt with by ~~the Trustee Te Runanganui o Ngati Porou~~ in the same manner as applications for membership as set out in *rule 4 of this Schedule*.

6. MAINTENANCE OF REGISTER

6.1 ~~Trustee Te Runanganui o Ngati Porou~~ to establish policies

~~The Trustee Te Runanganui o Ngati Porou~~ shall take such steps and institute such policies as are necessary to ensure that the Ngati Porou Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Ngati Porou.

6.2 Assistance in identifying membership

In maintaining the Ngati Porou Register ~~the Trustee Te Runanganui o Ngati Porou~~ shall include, in the policies that it develops, policies for assisting in the identification and registration of those Members of Ngati Porou that are not for the time being on the Ngati Porou Register. Such policies shall include policies as to the nature of the assistance that Te Runanganui o Ngati Porou will provide to those persons who believe that they are Members of Ngati Porou but for whatever reason are not able to establish such membership.

6.3 Responsibility of Members of Ngati Porou

Notwithstanding *rules 6.1 and 6.2 of this Schedule* it shall be the responsibility of each person who is a Member of Ngati Porou (or in the case of those persons under 18 years, the parent or guardian of that person) to ensure that his or her name is included in the Ngati Porou Register and that his or her ~~full physical address for the time being is provided~~ contact details are correct and updated.

6.4 Consequences of registration

Registration of any person in the Ngati Porou Register as a Member of Ngati Porou shall be conclusive evidence of that person's status as a Member of Ngati Porou and a member of the Rohenga Tipuna under whose name he or she is recorded.

6.5 Ongoing efforts to register Members

While it is the Mandated Iwi Organisation, Te Runanganui o Ngati Porou must make ongoing efforts to register all Members of Ngati Porou.

7. NGATI POROU REGISTER

7.1 Information on Ngati Porou Register

~~The TrusteeTe Runanganui o Ngati Porou~~ shall include on the Ngati Porou Register the full names, dates of birth, ~~contact detailsphysical addresses~~ and Rohenga Tipuna of every Member of Ngati Porou whose name and other details are, immediately before the date the Act comes into force, on the register prepared by the Runanga pursuant to section 42 of the Maori Trust Boards Act 1955.

7.2 Te Runanganui o Ngati Porou to administer

The register prepared by Runanga pursuant to section 42 of the Maori Trust Boards Act 1955 shall be transferred to Te Runanganui o Ngati Porou, and administered by ~~the TrusteeTe Runanganui o Ngati Porou~~.

7.3 Register available for inspection

Subject to *rule 3.1 of this Schedule* and any policies that may be adopted from time to time by ~~the TrusteeTe Runanganui o Ngati Porou~~ for the protection of private information, ~~the TrusteeTe Runanganui o Ngati Porou~~ shall ensure that the Ngati Porou Register is available to be inspected during business hours by all Adult Members of Ngati Porou.

7.4 Information available to Marae

Subject to *rule 3.1 of this Schedule* and any policies that may be adopted from time to time by ~~the TrusteeTe Runanganui o Ngati Porou~~ for the protection of private information, ~~the TrusteeTe Runanganui o Ngati Porou~~ may provide to a Marae the names and addresses of registered Ngati Porou Members who are affiliated with that Marae. Marae that receive such information may only use that information for purposes in connection with the Marae.

SECOND SCHEDULE – ELECTIONS OF ELECTED REPRESENTATIVES

1. PROCEDURE

1.1 This Schedule to apply

The Elected Representatives shall be elected in accordance with the rules and procedures set out in *this Schedule*.

1.2 Election to be by Rohenga Tipuna

Each Rohenga Tipuna, acting through the Adult Members of Ngati Porou listed in the Ngati Porou Register as registered with that Rohenga Tipuna, shall be entitled to elect two Elected Representatives to act as Shareholders and Directors, one of which must be Noho Kaenga.

1.3 Deficiency of election

Notwithstanding anything contrary in this Trust Deed, no decision of the Trustee shall be invalid by reason only that there was a deficiency in the election process as set out in *this Schedule*.

2. ELIGIBILITY FOR ELECTION

2.1 Elected Representative Eligibility

To be elected by a Rohenga Tipuna, an Elected Representative must:

- (a) as at the closing date for nominations in the relevant election, be recorded in the Ngati Porou Register as registered with the Rohenga Tipuna in which he or she is standing for election;
- (b) not:
 - (i) be disqualified from being a director under section 151 of the Companies Act 1993;
 - (ii) be disqualified from being an officer under section 36B of the Charities Act 2005;
 - (iii) be disqualified from being a trustee under the Trusts Act 2019;
 - (iv) be physically or mentally incapacitated to the extent that he or she lacks the capacity to perform the functions of an Elected Representative;
 - (v) have been removed from the office of Elected Representative in accordance with *rule 1.3 of the Eighth Schedule* within the last 3 years.
 - ~~(i) be bankrupt, or have within the last 5 years been adjudged bankrupt;~~
 - ~~(ii) have 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 individual for the purposes of the Criminal Records (Clean Slate) Act 2004);~~
 - ~~(iii) be or have ever been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;~~
 - ~~(iv) be or ever have been removed as a trustee of a trust by order of Court on the grounds on breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;~~
 - ~~(v) be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of an Elected Representative;~~

- ~~(vi) be subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988;~~
- ~~(vii) have been convicted in the last 10 years of an offence punishable by more than 3 years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or~~
- ~~(viii) have been removed from the office of Elected Representative in accordance with rule 1.3 of the Eighth Schedule within the last 3 years.~~

2.2 Elected Representatives not to be employees of Ngati Porou Group

An Elected Representative shall not hold the position of Chief Executive Officer nor shall an Elected Representative be employed as an employee of the Ngati Porou Group.

2.3 Elected Representatives may be Board Members

Nothing in this Trust Deed, including without limitation *rule 2.2 of this Schedule*, prevents an Elected Representative from holding office as a Board Member.

3. ELECTED REPRESENTATIVE ELECTIONS

3.1 The election of the First Elected Representatives shall be held as soon as practicable after the date of this Trust Deed and in accordance with the procedures in *this Schedule*. The Establishment Representatives shall use reasonable endeavours to hold the election of the First Elected Representatives before the Settlement Date.

3.2 From the date of the election of the First Elected Representatives, elections of the Elected Representatives must be held every 4 Income Years and (subject to *rule 4.2 of this Schedule*) must be concluded, except in the case of elections to fill casual vacancies under *rules 4.3 and 4.4 of this Schedule*, in time for the Elected Representatives elected in each Election Year to take office immediately following the Annual General Meeting of Te Runanganui o Ngati Porou held in that year.

4. TERM OF OFFICE

4.1 Term of office

The term of an Elected Representative shall be 4 years. An Elected Representative may stand for re-election. No Elected Representative shall hold office for more than 3 consecutive terms.

4.2 Continuation of Elected Representative where no replacement elected

Subject to *rule 12 of this Schedule*, if an election is not completed within the timeframe prescribed for such elections then the sitting Elected Representative shall continue to hold office until the election is completed and he or she has either been re-elected or a replacement Elected Representative elected. The term of the Elected Representative that is eventually elected shall still expire at the conclusion of the Annual General Meeting of Te Runanganui o Ngati Porou in the fourth Income Year following the Annual General Meeting at which the Elected Representative would have been appointed had the election been held within the prescribed timeframe.

4.3 Casual vacancies within 12 months of prior election

Should any casual vacancy arise as a result of an Elected Representative ceasing to hold office in accordance with *rule 12.1 of this Schedule* prior to the expiry of his or her term of office within 12 months of the most recent election:

- (a) the next highest polling nominee in the relevant Rohenga Tipuna (Replacement Representative) from the most recent election will be deemed the Elected Representative until the next election; or

- (b) where the Replacement Representative is required to be Noho Kaenga then the next highest polling Noho Kaenga nominee from the most recent election shall be deemed the Elected Representative until the next election; and
- (c) ~~If~~ any Replacement Representative is unavailable to serve, then that vacancy shall be filled by the holding of a further election in that Rohenga Tipuna in accordance with *rule 4.5 of this Schedule*.

4.4 Casual vacancies more than 12 months after prior election

Should any casual vacancy arise as a result of an Elected Representative ceasing to hold office in accordance with *rule 12.1 of this Schedule* prior to the expiry of his or her term of office more than 12 months after the most recent election, then that vacancy shall be filled by the holding of a further election in that Rohenga Tipuna in accordance with *rule 4.5 of this Schedule*. The Trustee shall have the discretion not to hold such an election if the casual vacancy occurs less than 12 months before the original Elected Representative's term was due to expire, in which case the process set out in *rule 4.7 of this Schedule* shall be followed.

4.5 Casual vacancies voting requirements

Subject to *rules 4.3, 4.4 and 4.7 of this Schedule*, the ~~Trustee~~Elected Representatives may determine any requirements for voting in the case of casual vacancies.

4.6 Term of casual appointments

In the case of an Elected Representative elected pursuant to *rules 4.3 or 4.4 of this Schedule*, the Elected Representative thereby appointed shall hold office for the balance of the term of office of the Elected Representative that he or she has replaced.

4.7 Temporary Elected Representative

If the Trustee decides in accordance with *rule 4.4 of this Schedule* not to hold an election to fill a casual vacancy, the Trustee may consult with the relevant Rohenga Tipuna at a meeting of which public notice has been given in accordance with *rule 4.8 of this Schedule*. After that consultation the Trustee may appoint a temporary Elected Representative to hold office. For the avoidance of doubt, a temporary Elected Representative may not be appointed if the vacancy to be filled occurs more than 12 months before the original Elected Representative's term was due to expire in which case an election to fill the vacancy must be held in accordance with *rule 4.5 of this Schedule*. A temporary Elected Representative appointed under this *rule 4.7 of this Schedule* shall hold office for the balance of the term of the office of the Elected Representative that he or she has replaced and during that time shall have all the powers, duties and responsibilities of an Elected Representative.

4.8 Notice of Consultation Hui

Notice of a meeting called to consult with the relevant Rohenga Tipuna pursuant to *rule 4.7 of this Schedule* must be given not less than 7 Working Days before the meeting and shall be:

- (a) ~~A~~advertised ~~prominently~~ in any ~~metropolitan or provincial~~ newspaper circulating in regions where the Trustee considers that a significant number of members of the relevant Rohenga Tipuna reside; and
- (b) ~~A~~advertised on a radio station or radio stations broadcasting in the district or districts where the Trustee considers that a significant number of members of the relevant Rohenga Tipuna reside; ~~and~~
- ~~(b)(c)~~ advertised via email communication, social media and any other electronic and digital means.

4.9 If Noho Kaenga Representative no longer Noho Kaenga

In the event that:

- (a) an Elected Representative is the only Noho Kaenga Elected Representative in a particular Rohenga Tipuna; and
- (b) that Elected Representative changes his or her residence and is no longer Noho Kaenga,

then that Elected Representative must resign his or her office and a casual vacancy shall arise and be filled in accordance with *rules 4.3, 4.4 and 4.5 of this Schedule*. The replacement Elected Representative must be Noho Kaenga.

5. MAKING OF NOMINATIONS

5.1 Competence of nominees

All persons making nominations may only nominate a person as an Elected Representative if he or she considers that the nominee has:

- (a) ~~A~~^{An} appropriate level of knowledge, skill, expertise and business capabilities to assist ~~the TrusteeTe Runanganui o Ngati Porou~~ in giving effect to the purposes of Te Runanganui o Ngati Porou; and
- (b) ~~h~~ⁱⁿ his or her own right, a reasonable level of competence in, and knowledge of, the relevant accounting standards and best practice governance models.

5.2 Calling for nominations

In each Election Year, ~~the TrusteeTe Runanganui o Ngati Porou~~ shall give notice calling for nominations for Elected Representative elections no less than 3 months before the Annual General Meeting of Te Runanganui o Ngati Porou for that Election Year, and in any event in sufficient time for the election to be concluded in accordance with *rule 3.2 of this Schedule*. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with ~~the TrusteeTe Runanganui o Ngati Porou~~ or such other person as the notice directs.

5.3 Timing for nominations

All nominations must be lodged ~~with Te Runanganui o Ngati Porou~~ no later than twenty Working Days following the date upon which the notice calling for nominations is first given.

5.4 Form of notice

All notices given under this rule shall be given in the following manner:

- (a) by ~~sending~~^{posting} to a ~~postal~~^{physical}, ~~email~~, electronic or digital address of each Adult Member of Ngati Porou;
- (b) by ~~newspaper~~ advertisement ~~published on at least 2 separate days and inserted prominently~~ in any ~~major metropolitan newspapers and/or any provincial~~ newspaper circulating in regions where the Trustee considers that a significant number of Members of Ngati Porou reside; and
- (c) by electronic or digital means, or otherwise, as the Trustee may determine.

5.5 Inclusion of invitation to register

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngati Porou Register, and shall set out the date by which Adult Members of Ngati Porou must either be recorded on the Ngati Porou Register or have lodged an application for registration in accordance with *rule 6.10 of this Schedule* in order to cast a vote in the upcoming elections.

5.6 Nomination to be in writing

The nomination of a candidate for election as an Elected Representative shall:

- (a) be in writing;
- (b) include the Rohenga Tipuna for which the nominee is nominated;
- (c) contain details of the nominee's full name, address and contact number; and
- (d) be signed by not less than five (5) Adult Members of Ngati Porou shown on the Ngati Porou Register as being registered with the Rohenga Tipuna for which the nominee is nominated.

5.7 Nominee

Each nominee must provide:

- (a) consent to the nomination which shall be endorsed in writing and signed by the nominee on the nomination paper;
- (b) a declaration that he or she is not a person who is precluded from holding office as an Elected Representative on the basis of one or the other of the matters specified in *rule 2.1(b) of this Schedule*;
- (c) a brief curriculum vitae and a statement containing details or experience relevant to the role of Elected Representative,

provided that a candidate may at any time, by notice to ~~the Trustee~~Te Runanganui o Ngati Porou, withdraw his or her nomination.

6. HOLDING OF ELECTIONS

6.1 Mode of Voting at Elections

Subject to *rule 6.3 and rule 6.5 of this Schedule*, voting at all elections shall be by way of secret ballot. Voting forms may either be delivered to the Chief Returning Officer by post or at a Wahi Pooti or by electronic or digital means, or any or all of those means as decided by the ~~Trustee~~Elected Representatives from time to time, provided that while Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, electronic voting must not be the only means by which a member can vote. A Wahi Pooti may, to the extent notified in any advertisement issued in accordance with *rule 6.2 of this Schedule*, receive voting forms in respect of the election of Elected Representatives to be appointed by more than one Rohenga Tipuna.

6.2 Wahi Pooti to be advertised

Subject to *rules 6.3 and 6.5 of this Schedule*, ~~and where there will be a physical ballot, the~~ Wahi Pooti shall be advertised in the newspaper or newspapers, radio, email, social media and other electronic and digital means circulating in the area where the Wahi Pooti is to be held. Such an advertisement must be run at least twenty Working Days prior to the date of the Wahi Pooti. The Wahi Pooti shall be held on the closing date for the election.

6.3 No election necessary

In the event that only two nominations are received in respect of the appointment of Elected Representatives for a particular Rohenga Tipuna, and no less than one of the nominees is Noho Kaenga, then no election shall be necessary and the people nominated shall be deemed to have been duly appointed.

6.4 No Noho Kaenga nominees

In the event that no Noho Kaenga nominations are received in respect of the appointment of Elected Representatives for a particular Rohenga Tipuna, then the period for nominations will be extended for 5 Working Days to allow more time to receive Noho Kaenga nominations. The marae committees of that Rohenga Tipuna shall be responsible for ensuring that a Noho Kaenga nominee is nominated, prior to the end of the 5 day extension period. The 5 day extension period shall keep being invoked until a Noho Kaenga nominee is nominated.

6.5 One Noho Kaenga nominee and more than one Kei Te Whenua nominee

In the event that only one Noho Kaenga nomination and more than one Kei Te Whenua nomination are received in respect of the appointment of Elected Representatives for a particular Rohenga Tipuna, then:

- (a) no election shall be necessary for the appointment of the Noho Kaenga representative, and the Noho Kaenga nominee shall be deemed to have been duly appointed; and
- (b) an election shall only be necessary for the appointment of the other Elected Representative for that Rohenga Tipuna, in which case the Adult Members of Ngati Porou registered with the relevant Rohenga Tipuna shall only be entitled to have one vote.

6.6 Two highest polling nominees are Kei Te Whenua

In the event that the two highest polling nominees in a particular Rohenga Tipuna are Kei Te Whenua, the highest polling Noho Kaenga nominee and the highest polling Kei Te Whenua nominee shall be appointed.

6.7 Eligibility to vote

Those eligible to vote on the election of an Elected Representative are:

- (a) ~~T~~hose Adult Members of Ngati Porou registered, in accordance with *rule 6.10 of this Schedule*, with a Rohenga Tipuna; and
- (b) ~~S~~ubject to *rule 9.4(b) of this Schedule* any other Member of Ngati Porou who is 18 years of age or over on or before the closing date for that election who provides to the Chief Returning Officer an application for registration as a member of Ngati Porou which complies with *rule 3.1 of the First Schedule* accompanied by evidence of that Member's eligibility to be registered with the Rohenga Tipuna in respect of which the relevant Elected Representative is to be appointed.

6.8 Up to two votes may to be cast

Subject to *rules 6.3 and 6.5 of this Schedule*, each Adult Member of Ngati Porou may:

- (a) cast up to two votes in an election, and
- (b) only vote for Elected Representatives standing in the Rohenga Tipuna in which the Member is registered.

6.9 Tied Votes

If an Elected Representative's position remains to be filled after an election because of a tied vote:

- (a) ~~T~~he Returning Officer will recheck the results of the election; and
- (b) ~~I~~f the vote is still tied, those nominees will determine which of them will be the Elected Representative by agreement and if that fails, by lot.

6.10 Date by which Members to be registered

The date by which an Adult Member of Ngati Porou must be recorded on the Ngati Porou Register as registered with a particular Rohenga Tipuna so as to be eligible to vote in the election of an Elected Representative for the purposes of *rule 6.7(a) of this Schedule* shall be the date upon which nominations for appointment as an Elected Representative close. If an Adult Member of Ngati Porou is not registered by that date and wishes to vote, they may lodge an application for registration before the closing date for the election and cast a Provisional Vote in accordance with *rule 6.7(b) of this Schedule*.

7. NOTICE OF ELECTIONS

7.1 Notice to be given

Immediately after the closing date for nominations, the Trustee shall, where an election is required:

- (a) fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and
- (b) subject to *rules 6.2 and 7.2 of this Schedule*, set a date and venue for the Wahi Pooti, where there will be a physical ballot.

7.2 Period of Notice

~~The Trustee~~~~Te Runanganui o Ngati Porou~~ shall give not less than twenty Working Days' notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 6.1 of this Schedule*.

7.3 Method of Giving Notice

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

- (a) ~~sending~~~~posting~~ to a ~~physical~~~~postal, email~~, electronic or digital address notice to each Member of Ngati Porou shown on the Ngati Porou Register as entitled to vote at the election (being an Adult Member of Ngati Porou who is recorded in the Ngati Porou Register as registered with the relevant Rohenga Tipuna) and to any other Member of Ngati Porou who is 18 years of age or over who has made a written request for a notice;
- (b) inserting a ~~n-prominent~~ advertisement ~~on at least 2 separate days in appropriate major metropolitan newspapers and~~ in any ~~provincial~~ newspapers circulating in regions where the Trustee considers that a significant number of Members of Ngati Porou reside;
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Trustee considers that a significant number of Members of Ngati Porou reside; and
- (d) any electronic or digital means, or otherwise, as determined from time to time by the ~~Trustee~~~~Elected Representatives~~.

7.4 General Content of Notices

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

- (a) a list of the candidates for election as Elected Representatives;
- (b) the date, time and place of the Wahi Pooti, where there will be a physical ballot;
- (c) the method by which votes may be cast as set out in *rule 6.1 of this Schedule*; and
- (d) the date by which votes must be made.

7.5 Additional Content of Postal Notice

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

- (a) a voting form that complies with *rule 8.1 of this Schedule*;
- (b) details of the procedure to be followed in making a vote ~~by post~~, including the date by which the voting form must be received by the Chief Returning Officer; and
- (c) a statement that voting forms may either be posted, or delivered to the Chief Returning Officer at a Wahi Pooti, or submitted by electronic and/or digital means, as the case may be.

7.6 Additional Information in Other Notices

Each notice given in accordance with *rule 7.3(b), 7.3(c) and 7.3(d) of this Schedule* shall also give details about how voting forms may be obtained, where applicable.

8. VOTING FORMS

8.1 Other details to accompany vote

Each voting form must contain information that is sufficient to identify the elector and the voting documents issued to that elector.

8.2 Timing of Votes

Votes must be made no later than the closing date for the election of the Elected Representatives. Where postal voting is a means of voting at any election, postal votes sent to a physical address and otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 Working Days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

9. APPOINTMENT OF CHIEF RETURNING OFFICER

9.1 Appointment of Chief Returning Officer

For the purposes of elections, the Trustee shall appoint ~~as required~~ a Chief Returning Officer who shall not be an Elected Representative, a person standing for election, or an employee of the Ngati Porou Group and who shall be a person of standing within the community. The Chief Returning Officer shall be responsible for co-ordinating Elected Representative elections and may appoint such other persons ("nominee") as he or she considers necessary to assist with that task (provided that such persons shall also not be Elected Representatives or employees of ~~the Te Runanganui o~~ Ngati Porou Group).

9.2 Chief Returning Officer to receive voting forms

All voting forms must be addressed to the Chief Returning Officer.

9.3 Chief Returning Officer to be present at Wahi Pooti

The Chief Returning Officer or his or her nominee must be present at all times at a Wahi Pooti. The Chief Returning Officer or his or her nominee will be available to collect any completed voting forms at a Wahi Pooti. The Chief Returning Officer or his or her nominee shall also ensure that additional voting forms are available at Wahi Pooti. This *rule 9.3* shall only apply where there will be a physical ballot.

9.4 Only one vote to be cast

The Chief Returning Officer shall:

- (a) ~~E~~ensure that appropriate measures are in place to ensure that each Adult Member of Ngati Porou who is eligible to vote and votes in the relevant election only votes once; and

- (b) ~~Where~~ where any Provisional Vote is cast pursuant to *rule 6.7(b) of this Schedule*, before counting that Provisional Vote, consult with the Membership Committee to ensure that the person casting the vote is eligible to be registered as a member of the relevant Rohenga Tipuna in which the nominee is standing for election.

9.5 Recording of votes

A record shall be kept for not less than 12 months by the Chief Returning Officer of all votes received and the Rohenga Tipuna to which the votes relate.

10. COUNTING OF VOTES

10.1 All votes to be counted

Upon the expiry of the date for the receipt of postal votes sent to a physical address, the Chief Returning Officer shall record and count all votes validly cast.

10.2 Certification and notifying election result

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to ~~the TrusteeTe Runanganui o Ngati Porou. The TrusteeTe Runanganui o Ngati Porou~~ shall thereafter advise the candidates of the result and give notice of the same at the next Annual General Meeting of Te Runanganui o Ngati Porou in accordance with *clause 16.1(e)*.

10.3 Date of taking office

The newly appointed Elected Representatives shall take up office immediately following the next Annual General Meeting of Te Runanganui o Ngati Porou.

10.4 Provisional Votes

Where, in respect of any election, one or more Provisional Votes has been cast:

- (a) ~~If~~ if the validity or otherwise of the Provisional Votes may affect the outcome of the election the Chief Returning Officer must not certify the result of the election until the validity of the Provisional Votes has been confirmed pursuant to *rule 9.4(b) of this Schedule* and any valid Provisional Vote has been counted; or
- (b) ~~If~~ if the validity or otherwise of the Provisional Votes will not affect the result of the election, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to *rule 9.4(b) of this Schedule* and the Provisional Votes have not yet been counted. For the avoidance of doubt, Provisional Votes must be counted within 3 months of the election taking place, or prior to any appointment to fill a casual vacancy in accordance with *rule 4.3 of this Schedule*, whichever is first, even if they are not required to be counted to certify the result of the election.

11. RETENTION OF ELECTION RECORDS

11.1 Compiling and sealing voting records

The Chief Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The Chief Returning Officer shall endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet to ~~the TrusteeTe Runanganui o Ngati Porou.~~

11.2 Retention and disposal of packets

The sealed packets received from the Chief Returning Officer shall be safely kept unopened by ~~the Trustee~~Te Runanganui o Ngati Porou for a period of 3 months from the closing date for making votes in the election to which the packet relates. At the expiry of that 3 month period the packets shall be destroyed unopened.

12. TERMINATION OF OFFICE OF ELECTED REPRESENTATIVES

12.1 Notwithstanding the forgoing rules of *this Schedule*, an Elected Representative shall cease to hold office if he or she:

- (a) at any time ceases to fulfil the requirements set out in *rule 2.1 of this Schedule*;
- (b) retires from office by giving written notice to ~~the Trustee~~Te Runanganui o Ngati Porou;
- (c) completes his or her term of office and is not re-elected;
- (d) refuses to act;
- (e) is absent without leave from 3 consecutive ordinary meetings of the ~~Trustee~~Elected Representatives without good reason or without the permission of the Chairperson;
- (f) is removed from the office of Elected Representative in accordance with *rule 1.3 of the Eighth Schedule*;
- (g) resigns from office in accordance with *rule 4.9 of this Schedule*; or
- (h) dies.

13. RECORD OF CHANGES OF ELECTED REPRESENTATIVES

13.1 Upon the notification of every appointment, retirement, re-appointment or termination of office of any Elected Representative, the Trustee will ensure that an entry is made in the minute book of the Trustee to that effect.

THIRD SCHEDULE – PROCEEDINGS OF THE TRUSTEE

1. TRUSTEE MEETINGS

- 1.1 The Trustee shall ensure that all of its meetings ~~of its officers~~ shall be run in accordance with *this Schedule*. If there is any conflict between *this Schedule* and the Trustee's constitution then the provisions of *this Schedule* shall apply. A meeting of the Elected Representatives as contemplated in this Schedule is a Trustee meeting.

2. ELECTED REPRESENTATIVES TO REGULATE MEETINGS

- 2.1 The Elected Representatives shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Elected Representatives meet no less than 4 times a year. Any five Elected Representatives may at any time by notice in writing to the Trustee~~Te Runanganui o Ngati Porou~~ summon a meeting of the Elected Representatives and the Trustee shall take such steps as are necessary to convene such meeting.

3. NOTICE OF MEETING

3.1 Notice to Elected Representatives

Seven Working Days' notice of any meeting (stating the place, day, time, mode and subject-matter of the meeting) shall be communicated to each of the Elected Representatives. However, it shall not be necessary to give notice of a meeting of Elected Representatives to any Elected Representative for the time being absent from New Zealand unless that Elected Representative has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Elected Representatives who were not present when the meeting was adjourned.

3.2 Waiver of notice

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

3.3 Meeting limited to notified business

No business shall be transacted at any meeting of Elected Representatives other than the business expressly referred to in the notice calling the meeting, unless all Elected Representatives are present and agree to transact other business.

3.4 Deficiency of notice

Subject to *rule 3.1 of this Schedule*, no deficiency or irregularity in a notice of any meeting of Elected Representatives shall invalidate such meeting or the proceedings at such meeting.

4. QUORUM

- 4.1 A majority of Elected Representatives shall constitute a quorum at meetings of the Elected Representatives. However, where the number of Elected Representatives falls below 14, no less than 7 Elected Representatives shall be present at meetings of the Elected Representatives.

5. CHAIRPERSON AND DEPUTY CHAIRPERSON

5.1 Elected Representatives to elect

At the first meeting of the Elected Representatives following an election, the Elected Representatives shall appoint one of their number to be Chairperson, who must be Noho Kaenga, and (at their discretion) one to be Deputy Chairperson. If the Chairperson ceases to be Noho Kaenga, then the Elected Representatives

must elect a new Chairperson who is Noho Kaenga. Where possible, the Chairperson and Deputy Chairperson must have served at least one term of four years as an Elected Representative.

5.2 Voting on election

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

5.3 Termination of office

The Chairperson (or Deputy Chairperson) will cease to hold office in the event that he or she resigns from that office, ceases to be an Elected Representative, or is removed from office as Chairperson (or Deputy Chairperson) by the Elected Representatives passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further election shall be held for the position.

6. PROCEEDINGS AT MEETINGS

6.1 Decisions by majority vote

Unless stated otherwise in this Trust Deed, questions arising at any meeting of Elected Representatives shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

6.2 Chairperson

The Chairperson shall take the chair at all the meetings of the Elected Representatives. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the Chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Elected Representatives present shall elect one of their number to be Chairperson of the meeting.

6.3 Vacancies

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

6.4 Defects of appointment

All acts done by any meeting of the Elected Representatives or of any committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Elected Representative or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

6.5 Unruly meetings

If any meeting of Elected Representatives becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.

~~7. DELEGATION BY ELECTED REPRESENTATIVES~~

~~7.1 Elected Representatives may delegate~~

~~The Elected Representatives may from time to time as they think expedient for carrying out any of Te Runanganui o Ngati Porou's Purposes delegate any one or more of their powers under this Trust Deed to a committee, Elected Representative, employee or other person.~~

~~7.2 Elected Representatives to remain responsible~~

~~Notwithstanding the delegation by the Elected Representatives of any of their powers under rule 7.1 of this Schedule, the Elected Representatives shall remain responsible for the exercise of that power by the delegate as if the Elected Representatives had exercised the power themselves, unless the Elected Representatives:~~

- ~~(a) believed on reasonable grounds when making the delegation that the delegate would exercise the power in accordance with the provisions of this Trust Deed and the duties owed by the Elected Representatives in the exercise of their office under this Trust Deed; and~~
- ~~(b) have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.~~

~~7.3 Regulation of procedure by committees~~

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

8.7. RESOLUTIONS

8.17.1 A written resolution signed or assented to by all the Elected Representatives or by all the members of a committee shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Elected Representatives or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed or assented to by one or more of the Elected Representatives or members of the committee (as the case may be).

8.27.2 Unless stated otherwise in this Trust Deed, matters that require a Special Resolution of Elected Representatives shall only be passed with the approval of not less than 75% of the Elected Representatives present and eligible to vote at a duly convened meeting of the Elected Representatives.

9.8. MINUTES

9.18.1 Minutes to be kept

The ~~Trustee~~Elected Representatives shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Elected Representatives.

9.28.2 Minutes to be evidence of proceedings

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

9.38.3 Minutes to be evidence of proper conduct

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

9.48.4 Failure to record does not invalidate decisions made

Any failure to keep proper minutes of meetings in accordance with this rule does not necessarily invalidate any decisions made at those meetings.

10.9. MODE OF MEETINGS

10.19.1 For the purposes of these rules the contemporaneous linking together by telephone or any other means of audible communication of enough of the Elected Representatives to constitute a quorum shall be deemed to constitute a meeting of the Elected Representatives so long as the following conditions are met:

- (a) all of the Elected Representatives must have received notice of the meeting (or have waived notice) under *rules 3.1 or 3.2 of this Schedule*;
- (b) throughout the meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the meeting without first obtaining the eChairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the Chairperson's express consent; and
- (e) a minute of the proceedings at the meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting.

~~11. FORM OF CONTRACTS~~

~~11.1 Contracts by deed~~

~~Any contract which, if made between private persons, must be by deed, shall, if made by the Trustee, be in writing signed by:—~~

- ~~(a) two Elected Representatives;~~
- ~~(b) an Authorised Signatory, appointed in accordance with rule 11.3 of this Schedule; or~~
- ~~(c) an attorney,~~

~~on behalf of or by direction of the Trustee.~~

~~11.2 Contracts in writing~~

~~Any contract which, if made between private persons, must be in writing signed by the parties to be bound by the contract shall, if made by the Trustee, be in writing signed by:~~

- ~~(a) two Elected Representatives;~~
- ~~(b) an Authorised Signatory appointed in accordance with rule 11.3 of this Schedule; or~~
- ~~(c) an attorney,~~

~~on behalf of or by direction of the Trustee.~~

~~11.3~~ — Process for appointing Authorised Signatory

~~An Authorised Signatory shall be appointed by resolution of the Elected Representatives at any meeting of Elected Representatives held in accordance with this Schedule.~~

~~11.4~~ — Oral contracts

~~Any contract which, if made by private persons, may be made orally, may be made in the same manner by or on behalf of the Trustee by any Elected Representative or the Chief Executive Officer, in either case acting by direction of the Trustee.~~

~~11.5~~ — Contracts pursuant to resolution

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

~~12.10.~~ ATTENDANCE OF MEMBERS

~~12.1~~10.1 Members of Ngati Porou may attend meetings of Elected Representatives, on notice and at the discretion of the Chairperson.

~~12.2~~10.2 Members of Ngati Porou shall not actively participate at meetings of Elected Representatives~~members~~ without the prior approval of the Chairperson.

FOURTH SCHEDULE – PROCEDURE FOR PASSING RESOLUTIONS AT GENERAL MEETINGS

1. ORDINARY RESOLUTIONS

- 1.1 No ordinary resolution shall be passed unless more than 50% of the Adult Members of Ngati Porou present, and who vote, vote in support of that ordinary resolution.

2. SPECIAL RESOLUTIONS

- 2.1 A Special Resolution of Members to:

(a) approve a Major Transaction in accordance with *clause 1.12*;

~~(b) approve any proposal relating to the disposal of income shares or settlement quota under the Maori Fisheries Act 2004 to which rule 1 of the Tenth Schedule applies;~~

~~(c)~~(b) approve any proposal relating to the transfer of authorisations or coastal permits that are settlement assets to which *rule 3 of the Eleventh Schedule* applies;

~~(d)~~(c) amend this Trust Deed in accordance with *clause 23*;

~~(e)~~(d) wind up Te Runanganui o Ngati Porou in accordance with *clause 25*;

~~(f)~~(e) determine that any Heritage Asset is no longer to be classified as a Heritage Asset in accordance with *clause 4.3*, or

~~(g)~~(f) amend the number of Rohenga Tipuna or the number of Elected Representatives in accordance with *clause 23.2*; or

(g) remove the Trustee as trustee of Te Runanganui o Ngati Porou in accordance with rule 3.1 of the Fifth Schedule; or

(h) appoint a new Trustee to be trustee of Te Runanganui o Ngati Porou,

shall only be passed as set out in *this Schedule*.

3. POSTAL VOTING AND SPECIAL GENERAL MEETING

- 3.1 Adult Members of Ngati Porou may vote on a Special Resolution of Members by ballot, either at the Special General Meeting held for the purposes of considering the Special Resolution of Members, or by postal vote either to a physical, electronic or digital address, as determined by the ~~Trustee~~Elected Representatives from time to time.

4. SPECIAL GENERAL MEETING REQUIRED

- 4.1 A Special General Meeting of Te Runanganui o Ngati Porou must be called for the purposes of considering one or more Special Resolutions of Members. No other business may be transacted at such Special General Meeting.

4.5. VOTING NOTICE OF MEETINGS

5.1 ~~In order for a Special Resolution of Members to be passed it must receive the approval of not less than 75 percent of those Adult Members of Ngati Porou who validly cast a vote in favour of the proposed Special Resolution of Members in accordance with this Schedule.~~**Notice of general meeting**

~~The Trustee shall give not less than twenty (20) Working Days' notice of the holding of the Annual General Meeting, such notice to be given to all Adult Members of Ngati Porou at the last postal address, digital or other contact detail provided for each such Adult Member of Ngati Porou on the Ngati Porou Register. Notice of the meeting shall also be shown prominently on the website of Te Runanganui o Ngati Porou and inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustee considers that a significant number of Members of Ngati Porou reside. All such notices shall contain:~~

- ~~(a) the date, time and place of the meeting;~~
- ~~(b) an agenda of matters to be discussed at the meeting, which shall include any matters to be voted on or resolved; and~~
- ~~(c) details of where copies of any information to be laid before the meeting may be inspected, including the Annual Report of Te Runanganui o Ngati Porou.~~

5.2 Notice of special meetings

~~In addition to the Annual General Meeting of Te Runanganui o Ngati Porou, the Trustee shall convene a Special General Meeting of Te Runanganui o Ngati Porou on the request of:~~

- ~~(a) the Chairperson;~~
- ~~(b) 50% of the Elected Representatives; or~~
- ~~(c) four percent (4%) of Adult Members of Ngati Porou.~~

~~Notice of such a meeting shall be given in the same manner as for a notice of the Annual General Meeting and those requesting the meeting shall be required to provide a statement to the Trustee setting out the purposes for which the meeting has been requested and the specific agenda items proposed for such a meeting. The Trustee shall not be required to give notice calling the meeting until such a statement with agenda items has been received.~~

5.3 Content of notice to members

~~All notices given in accordance with rule 5.2 of this Schedule shall contain:~~

- ~~(a) the date, time and place of the Special General Meeting called for the purposes of considering the Special Resolution of Members;~~
- ~~(b) details of the proposed Special Resolution of Members;~~
- ~~(c) details of the reasons for the proposed Special Resolution of Members and the effect that the Special Resolution of Members will have;~~
- ~~(d) details of the procedure to be followed in making a postal vote, including the date postal voting, if any, closes;~~
- ~~(e) a statement that postal votes may either be delivered to the Chief Returning Officer at the Special General Meeting, or posted; and~~

(f) a voting form or details of electronic voting, as required.

5.4 Deficiency of notice

Subject to rule 6.2 of this Schedule, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if:

(a) the deficiency or irregularity is not material; and

(b) the Adult Members of Ngati Porou who attend the meeting agree to waive the deficiency or irregularity.

6. BUSINESS

6.1 Annual General Meeting not limited to notified business

At the discretion of the Chairperson, any general business raised at the designated time for general business at any Annual General Meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting. For the avoidance of doubt, no resolution may be voted on at any Annual General Meeting unless appropriate notice has been given in accordance with rule 5.1 of this Schedule.

6.2 Special Meeting limited to notified business

No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that meeting.

7. INVALIDATION

7.1 The accidental omission to give notice to, or a failure to receive notice by, a Member of Ngati Porou, of an Annual or Special General Meeting, does not invalidate the proceedings at that meeting.

8. QUORUM AND VOTING

8.1 Quorum for General Meeting

The quorum required for any Annual or Special General Meeting of Te Runanganui o Ngati Porou shall be 100 Adult Members of Ngati Porou present in person who are registered with not less than 4 of the 7 Rohenga Tipuna including amongst those Adult Members a majority of the Elected Representatives.

8.2 Vote at Special General Meeting

Voting on a Special Resolution of Members shall be carried out in accordance with this clause and the process in this Schedule. Notwithstanding rule 8.4 of this Schedule, the Trustee must comply with any Special Resolution of Members passed in accordance with this Schedule. For any Special Resolution of Members to be passed, no less than four percent (4%) of Adult Members of Ngati Porou, which Adult Members of Ngati Porou are registered with not less than 4 of the 7 Rohenga Tipuna, must vote on that Special Resolution of Members either:

(a) in person at the Special General Meeting; or

(b) by postal vote, either to a physical, electronic or digital address as determined by the Trustee from time to time.

8.3 Chairing of meetings

The Chairperson will be the Chairperson of any Annual or Special General Meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then

the Elected Representatives present shall elect one of their number to substitute as the Chairperson for that meeting.

8.4 Voting at Annual General Meeting

To the extent that a vote is sought or required at any Annual General Meeting:

- (a) Every Adult Member of Ngati Porou present shall have one vote.
- (b) Resolutions shall be passed in accordance with the Fourth Schedule.
- (c) Voting may be by voice or on a show of hands.
- (d) The chairperson of the meeting may also demand a poll on a resolution either before or after any vote.

However, except as provided in clauses 16.1(f) and 16.2, the Trustee shall not be bound by a resolution passed at any annual general meeting, but will only be required to give consideration to any such resolution.

The matters which shall be voted on at any Annual General Meeting are those matters which appropriate notice was given in accordance with rule 5.1(b) of this Schedule.

8.5 Other details to accompany vote

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

8.6 Timing of Postal Votes

Votes must be cast no later than the closing date for voting. Postal votes sent to a physical address and otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 Working Days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

8.7 Postal Votes may be received at the Special General Meeting

Voting forms may be delivered to the Chief Returning Officer at the Special General Meeting, rather than being posted.

8.8 Adjourned meetings

If within one hour of the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting will stand adjourned to be re-convened 7 days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Members of Ngati Porou present will constitute a quorum.

8.9 Unruly meetings

If any general meeting becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.

9. MINUTES

9.1 Minutes

The Trustee shall keep a proper record in a minute book of all decisions taken and business transacted at every Annual General Meeting and Special General Meeting.

9.2 Minutes to be evidence of proceedings

Any minute of the proceedings at an Annual General Meeting or a Special General Meeting which is signed by the Chairperson at that meeting shall be evidence of those proceedings.

9.3 Minutes to be evidence of proper conduct

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

5. ~~SPECIAL GENERAL MEETING REQUIRED~~

~~5.1 A Special General Meeting of Te Runanganui o Ngati Porou must be called for the purposes of considering one or more Special Resolutions of Members. No other business may be transacted at such Special General Meeting.~~

6. ~~NOTICE~~

6.1 ~~Notice of Special General Meeting~~

~~Te Runanganui o Ngati Porou shall give not less than twenty Working Days' notice of the date, time and place of the Special General Meeting called for the purposes of considering any Special Resolution of Members (to the intent that notice of the postal vote and the Special General Meeting shall be given in the same notice).~~

6.2 ~~Method of giving notice~~

~~Notice of a Special General Meeting called for the purposes of considering a Special Resolution of Members shall be:~~

- ~~(a) in writing and posted to all Adult Members of Ngati Porou at the last physical, electronic and/or digital address shown for each such Adult Member of Ngati Porou on the Ngati Porou Register and to any other Member of Ngati Porou over the age of 18 years who has made a written request for a notice. If notice sent to an electronic address fails, and the Trustee is aware of the failure, then the notice must subsequently be sent to the last known physical address. For the avoidance of doubt, each Member of Ngati Porou shall be responsible for ensuring his or her electronic address is correct;~~
- ~~(b) advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustee consider that a significant number of Members of Ngati Porou reside;~~
- ~~(c) advertised on a radio station or radio stations broadcasting in the district or districts where the Trustee Te Runanganui o Ngati Porou considers that a significant number of Members of Ngati Porou reside; and~~
- ~~(d) advertised by electronic or digital means, including on Te Runanganui o Ngati Porou's website.~~

6.3 — Content of notice to members

~~All notices given in accordance with rule 6.2(a) of this Schedule shall contain:~~

- ~~(a) the date, time and place of the Special General Meeting called for the purposes of considering the Special Resolution of Members;~~
- ~~(b) details of the proposed Special Resolution of Members;~~
- ~~(c) details of the reasons for the proposed Special Resolution of Members and the effect that the Special Resolution of Members will have;~~
- ~~(d) details of the procedure to be followed in making a postal vote, including the date postal voting, if any, closes;~~
- ~~(e) a statement that postal votes may either be delivered to the Chief Returning Officer at the Special General Meeting, or posted; and~~
- ~~(f) a voting form.~~

6.4 — Content of advertisement

~~All advertisements published in accordance with rules 6.2(b), 6.2(c) and 6.2(d) of this Schedule shall contain the matters referred in rules 6.3(a) and (b) of this Schedule together with details of how and where any further information can be obtained. Such advertisements may also contain other details as determined by the TrusteeElected Representatives from time to time.~~

7. — VOTING

7.1 — Other details to accompany vote

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

7.2 — Timing of Postal Votes

~~Votes must be cast no later than the closing date for voting. Postal votes sent to a physical address and otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 Working Days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.~~

7.3 — Postal Votes may be received at the Special General Meeting

~~Voting forms may be delivered to the Chief Returning Officer at the Special General Meeting, rather than being posted.~~

8.10. APPOINTMENT OF CHIEF RETURNING OFFICER

8.10.1 Appointment of Chief Returning Officer

For the purposes of the Special Resolution of Members, ~~the Trustee~~Te Runanganui o Ngati Porou shall appoint a Chief Returning Officer who shall not be an Elected Representative or employee of the Ngati Porou Group, and who shall be a person of standing within the community.

8.210.2 Chief Returning Officer to be present at Special General Meeting

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

8.310.3 Eligibility to vote

Those eligible to vote on a Special Resolution of Members are:

- (a) ~~T~~hose Adult Members of Ngati Porou identified on the Ngati Porou Register on the closing date for voting; and
- (b) ~~S~~ubject to rule ~~10.4(b)8.4(b)~~ of this Schedule, any other Member of Ngati Porou who is over the age of 18 years and has on or before the closing date for voting, provided to the Chief Returning Officer an application for registration as a Member of Ngati Porou which complies with rule 3.1 of the First Schedule accompanied by evidence of that Member's eligibility to be included in the Ngati Porou Register.

8.410.4 Only one vote to be cast

The Chief Returning Officer shall:

- (a) ~~E~~nsure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Ngati Porou who is eligible to vote on the Special Resolution of Members; and
- (b) ~~W~~here any Provisional Vote is cast pursuant to rule ~~10.3(b)8.3(b)~~ of this Schedule, before counting that Provisional Vote, consult with the Membership Committee to ensure that the person casting the vote is eligible to be registered on the Ngati Porou Register.

8.510.5 Recording of votes

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

9.11. COUNTING OF VOTES

9.111.1 All votes to be counted

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

9.211.2 Certification and notifying result

Once all votes have been counted and the result of the Special Resolution of Members determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution of Members and communicate the result to ~~the Trustee~~~~Te Runanganui o Ngati Porou~~.

9.311.3 Provisional votes

Where, in respect of any Special Resolution of Members, one or more Provisional Votes has been cast:

- (a) ~~I~~f the validity or otherwise of the Provisional Votes may affect the outcome of the Special Resolution, the Chief Returning Officer must not certify the result of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to rule ~~10.3(b)8.4(b)~~ of this Schedule and any valid Provisional Vote has been counted; or
- (b) ~~I~~f the validity or otherwise of the Provisional Votes will not affect the result of the Special Resolution of Members, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to rule ~~10.3(b)8.4(b)~~ of this Schedule and the Provisional Votes have not been counted.

~~10. PROCEEDINGS AT SPECIAL GENERAL MEETING~~

~~10.1 Except as otherwise set out in *this Schedule* the provisions of *clause 16* shall apply to the holding of any Special General Meeting called for the purposes of considering a Special Resolution of Members and the meeting shall be conducted accordingly.~~

FIFTH SCHEDULE – TRUSTEE’S POWERS AND DUTIES

1. TRUSTEE’S POWERS

1.1 General powers

To achieve the purposes of Te Runanganui o Ngati Porou, ~~subject to clause 1.12 and clause 4.2 the Trustee has all the powers necessary to manage the trust property including:~~

- ~~(a) all the powers of an absolute owner of the property; and~~
- ~~(b) all the powers necessary to carry out the Trust, including powers incidental to (a)~~
- ~~(a) The Trustee shall have in the administration, management and investment of the Trust’s Assets all the rights, powers and privileges of a natural person;~~
- ~~(b) The Trustee shall have the power to receive, hold (on trust) and exercise stewardship over, and/or establish Subsidiaries to receive, hold (on trust) and exercise stewardship over, Property, including performing all of the functions of Te Runanganui o Ngati Porou;~~
- ~~(c) The Trustee may deal with the Trust’s Assets as if the Trustee were the absolute owner of, and beneficially entitled to, the Trust’s Assets;~~
- ~~(d) In addition to any specific powers vested in the Trustee by law, in dealing with the Trust’s Assets or acting as Trustee of Te Runanganui o Ngati Porou, the Trustee may do any act or thing or procure the doing of any act or thing, or enter into any obligation whatever, including, subject to the limitations of clause 4, clause 5.3 and rule 2.1 of the Fourth Schedule, exercising unrestricted powers to buy, acquire, sell or otherwise dispose of, any Property and to borrow and raise money, and to give securities and guarantees; and~~
- ~~(e) Except as otherwise expressly provided in this Trust Deed, the Trustee may exercise all the powers and discretions vested in it by this Trust Deed in the absolute and uncontrolled discretion of the Trustee, at such time or times, upon such terms and conditions, and in such manner as the Trustee may decide.~~

1.2 Management powers

In managing the affairs of Te Runanganui o Ngati Porou the Trustee:

- ~~(a) S~~shall have the absolute management and entire control of the Trust’s Assets;
- ~~(b) M~~ay from time to time appoint, remunerate and dismiss officers or employees of Te Runanganui o Ngati Porou, unless, either generally or in a particular case, it 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 Officer in accordance with *rule 1.2 of the Sixth Schedule*; ~~and~~
- ~~(c) May from time to time, and subject to clause 17.2, appoint or engage any individual or company for defined purposes and for a defined period:~~
 - ~~(i) To provide expert, professional or other services to Te Runanganui o Ngati Porou and, where relevant, to act upon their opinion or advice;~~
 - ~~(ii) To implement decisions of the Trustee; or~~
 - ~~(iii) As an attorney for the Trustee in New Zealand or elsewhere for all or any of the purposes of the trust.~~

1.3 Appointing other persons to exercise powers or functions

The Trustee may, on such terms and conditions and otherwise in any manner in its absolute discretion:

- (a) appoint a person to exercise or perform specified powers or functions in relation to the Trust on behalf of the Trustee, including but not limited to implementation of Trustee decisions or providing expert opinions; and
 - (b) appoint a person to make specified decisions in relation to all or part of the Trust property,
- provided that the delegation does not contravene section 67(2) of the Trusts Act.

1.4 The terms of appointment of any person appointed under rule 1.3 of this Schedule will include that the person appointed does not take on the duties of the Trustee, but must act in accordance with the terms of the appointment and with any directions of the Trustee and is liable to the Trustee for any failure to comply with those terms or directions.

1.5 Having made an appointment under rule 1.3 of this Schedule, the Trustee must keep the arrangements, and how those arrangements are being put into effect, under review and if the circumstances make it appropriate to do so, consider whether they should intervene in any manner including, but without limitation, amending, revoking, terminating or replacing the appointment.

1.31.6 The Trustee will not be liable to any Beneficial Member for any act or default of any person appointed under clause 1.3 of this Schedule, unless the Trustee failed to fulfil the mandatory duties or the default duties (where applicable) in appointing the person or failed to fulfil the obligations in rule 1.5 of this Schedule.

2. TRUSTEE'S DUTIES

2.1 ~~Subject to the provisions of this Trust Deed,~~ Te Runanganui o Ngati Porou is to be managed and administered by the Trustee subject to the provisions of this Trust Deed ~~and without limiting the generality of the foregoing.~~

2.12.2 The Trustee has the following mandatory duties:

- ~~(a) The Trustee must always act, collectively and individually, in accordance with its fiduciary duties and obligations;~~
- ~~(a) In performing its duties the Trustee will~~ must act honestly and in good faith;
- ~~(b) the Trustee must act and for the benefit of them in a manner that the Trustee believes on reasonable grounds is in the interests of the~~ Members of Ngati Porou;
- ~~(c) the Trustee must be familiar with the Trust Deed and must act in accordance with the Trust Deed;~~
- ~~(d) the Trustee must exercise its powers for a proper purpose.~~

2.22.3 The Trustee has other duties as follows:

- ~~(a) The Trustee must not, when exercising powers or performing duties as Trustee, act or agree to act in a manner which unfairly prejudices or unfairly discriminates against any particular Members of Ngati Porou, unless the Trustee believes on reasonable grounds that the fundamental mandatory duty set out in rule 2.2(a) of this Schedule is being complied with~~ requires such action and that the action will not breach the Trustee's fiduciary duties and obligations;
- ~~(b) The Trustee must not, collectively and individually, act or agree to act in a manner which contravenes this Trust Deed;~~

- (c) ~~The~~ Trustee, when exercising its powers and exercising powers of performing its duties as Trustee, must exercise the care, diligence and skill to be reasonably expected of a person acting in like circumstances, taking into account any special skills or experience that the Elected Representatives have. For the purposes of section 5(4) and 5(5) of the Trusts Act, this clause is to be regarded as a modification of section 29 of the Trusts Act;
- (d) the Trustee, when exercising powers of investment, must exercise the care and skill that a prudent person of business would exercise in managing the affairs of others, taking into account any special skills or experience the Elected Representatives have. For the purposes of section 5(4) and 5(5) of the Trusts Act this clause is to be regarded as a modification of section 30 of the Trusts Act;
- (e) the duty that a Trustee must not bind or commit the Trustee to a future exercise or non-exercise of a discretion is excluded. For the purposes of sections 5(4) and 5(5) of the Trusts Act this clause is to be regarded as an exclusion of section 33 of the Trusts Act;
- ~~(c)(f)~~ the duties not to make a profit and not to take a reward from acting as Trustee are modified pursuant to sections 5(4) and 5(5) of the Trusts Act. The Elected Representatives (as officers of the Trustee) are entitled to remuneration and reimbursement from the Trust in accordance with clause 19.1;
- ~~(d)(g)~~ The Trustee must not pay out, invest, or apply money belonging to Te Runanganui o Ngati Porou for any purpose that is not directed by, or authorised in, this Trust Deed; and
- ~~(e)(h)~~ The Trustee must comply with all tax rules applying to Te Runanganui o Ngati Porou.

3. REMOVAL OF TRUSTEE AS TRUSTEE

- 3.1 The ~~If at any time, the~~ Members of Ngati Porou may vote by Special Resolution of Members to remove the Trustee as trustee of Te Runanganui o Ngati Porou if it is subject to an insolvency event, it repeatedly refuses or fails to act as Trustee, it is no longer suitable to hold office because of its conduct or circumstances or other grounds for removal provided for in the Trusts Act, then the Elected Representatives shall be deemed the trustees of Te Runanganui o Ngati Porou and shall have all the powers and duties of the trustee as set out in this Schedule.
- 3.1.3.2 The persons who hold the power to remove and appoint the Trustee must exercise that power honestly and in good faith and for a proper purpose.

SIXTH SCHEDULE – CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES

1. CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES

1.1 ~~Trustee~~~~Te Runanganui o Ngati Porou~~ to appoint Chief Executive Officer

The Trustee may appoint a Chief Executive Officer of Te Runanganui o Ngati Porou to:

(a) manage the day to day administration of Te Runanganui o Ngati Porou including without limitation the implementation of ~~the Trustee's~~~~Te Runanganui o Ngati Porou's~~ planning, reporting and monitoring obligations under this Trust Deed; and

(b) carry out any obligations and responsibilities given to the Chief Executive Officer in the Deed of Settlement,

provided that the delegation does not contravene section 67(2) of the Trusts Act.

1.2 Delegations to Chief Executive Officer

In the event that the Trustee appoints a Chief Executive Officer, the Trustee may delegate to the Chief Executive Officer:

(a) the responsibility for the employment of other employees of Te Runanganui o Ngati Porou; and

(b) any other powers and discretions of the Trustee permitted by the Trusts Act to be delegated.

~~1.3 Elected Representatives not to be employed~~

~~An Elected Representative may not hold the position of Chief Executive Officer nor may an Elected Representative be an employee of the Ngati Porou Group. Nothing in this clause affects the ability of an Elected Representative to be a Board Member in accordance with rule 2.2(c) of the Seventh Schedule.~~

SEVENTH SCHEDULE – SUBSIDIARIES AND THE NGATI POROU GROUP

1. ~~TRUSTEETE RUNANGANUI O NGATI POROU~~ MAY ESTABLISH SUBSIDIARIES

1.1 Establishment of Subsidiaries

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of Ngati Porou, whether pursuant to the Deed of Settlement, the Act or otherwise, the Trustee may establish Subsidiaries. The Trustee shall exercise strategic governance over Subsidiaries.

1.2 Subsidiaries to undertake Commercial Activities

The Trustee may:

- (a) establish a Subsidiary, or Subsidiaries, the objective and purpose of which will be to manage those of the Trust's Assets that are of a commercial nature, on a prudent and commercial basis; and
- (b) ensure the Subsidiary or Subsidiaries are operated on a profitable basis where possible.

In doing so any Subsidiary shall conduct or otherwise undertake all Commercial Activities of the Ngati Porou Group, either itself or through any Subsidiary established for that purpose, on behalf of and solely for the benefit of the Beneficial Members in the furtherance of Te Runanganui o Ngati Porou's Purposes.

1.3 Subsidiaries to undertake Cultural Activities

The Trustee may establish a Subsidiary, or Subsidiaries, the objective and sole purpose of which will be to use and administer on behalf of Te Runanganui o Ngati Porou such of the Trust's Assets as may be transferred or allocated to it for the purposes of conducting or otherwise undertaking Cultural Development Activities of the Ngati Porou Group, either itself or through any Subsidiary or other entity established for that purpose, on behalf of and solely for the benefit of the Beneficial Members in the furtherance of Te Runanganui o Ngati Porou's Purposes.

1.4 Trustee to monitor

In giving effect to Te Runanganui o Ngati Porou's Purposes the Trustee shall be responsible for monitoring and otherwise overseeing the activities of Subsidiaries. The Trustee shall not conduct or otherwise undertake Commercial Activities or Cultural Activities, in competition with Subsidiaries. The Trustee shall also exercise its ownership or other interests in Subsidiaries in such a way as to promote the performance by Subsidiaries of their respective objectives and respective sole purposes as set out in this Trust Deed. Nothing in this rule shall prevent the Trustee from holding Property in its own name.

1.5 Property held for Ngati Porou

All Property held and income derived by Subsidiaries, shall be held and derived for and on behalf of or for the benefit of Te Runanganui o Ngati Porou and the Members of Ngati Porou.

1.6 Directors responsible for governance

For the avoidance of doubt, and except as expressly provided by this Trust Deed, Subsidiaries shall be governed by their respective boards and the role of the Trustee in respect of Subsidiaries shall be limited to the exercise of the rights conferred on the Trustee as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.

1.7 Remuneration of Board Members

The Trustee shall determine the remuneration payable to any Board Member.

1.8 No influence in determining remuneration

No Elected Representative receiving any remuneration referred to in *rule 1.7 of this Schedule* shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Elected Representative in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

2. APPOINTMENT OF DIRECTORS AND TRUSTEES

2.1 Appointment and removal of directors and Trustees

The Trustee shall appoint and remove Board Members of Subsidiaries owned ~~and~~/or controlled by ~~the TrusteeTe Runanganui o Ngati Porou~~. Each Subsidiary shall appoint and remove Board Members of the Subsidiaries owned ~~and~~/or controlled by that Subsidiary.

2.2 Members of Boards

- (a) A majority of the Board Members of each Subsidiary must be Members of Ngati Porou.
- (b) The number of Board Members shall be as follows:
 - (i) Where the shareholder or appointor of a Subsidiary is ~~the TrusteeTe Runanganui o Ngati Porou~~, that Subsidiary must have no less than 5 and no more than 7 Board members.
 - (ii) Where the shareholder or appointor of a Subsidiary is a Subsidiary, that Subsidiary must have no less than 3 and no more than 7 Board members.
- (c) An Elected Representative may be a Board Member.
- (d) An employee of the Ngati Porou Group shall not be a Board Member.

2.3 Appointments with regard to skills and expertise

~~A~~ Board Members shall only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates and bearing in mind the activities that the particular Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board. In considering whether to appoint any person as a Board Member, the Trustee or a Subsidiary, as the case may be, shall determine the appointments so that the relevant Board collectively possess the following attributes:

- (a) ~~Aa~~ knowledge of Ngati Porou tikanga;
- (b) ~~Pp~~roven business experience, skills and expertise that are required of a Board Member of the Subsidiary to which the appointment relates, bearing in mind the activities that the relevant Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Subsidiary including but not limited to:
 - (i) Finance;
 - (ii) Commerce;
 - (iii) Operational management;
 - (iv) Law;
 - (v) Good Human Resources practices;
 - (vi) Best practice governance practices;

- (vii) Social development; and
- (viii) Cultural development; and,
- (c) ~~G~~commitment to Members of Ngati Porou.

2.4 Appointment of Board Members

The Trustee will establish guidelines for the appointment of Board Members. The term of a Board Member shall not exceed 5 years. A Board Member may sit on the Board for more than 1 term.

3. SUBSIDIARY TRUSTS

- 3.1 Any Subsidiary that is established as a ~~T~~rust must have an appointor who must be the Trustee or another Subsidiary.
- 3.2 Where a Subsidiary is established as a trust then its constitutional documents shall require that if more than half of the value of the assets of that trust are dealt with in a manner described in paragraphs (a) to (c) of the definition of Major Transaction, then that trust must seek ~~the Trustee's Te Runanganui o Ngati Porou's~~ approval of the transaction. If ~~the Trustee's Te Runanganui o Ngati Porou's~~ approval is sought accordingly, ~~the Trustee Te Runanganui o Ngati Porou~~ may decide if a Special Resolution of Members of Ngati Porou is required to approve that transaction.
- 3.3 Nothing in this clause removes the obligation of a Subsidiary that is established as a trust to comply with *clause 1.12*.

EIGHTH SCHEDULE – TE RUNANGANUI O NGATI POROU NOT TO BE BROUGHT INTO DISREPUTE

1. TE RUNANGANUI O NGATI POROU NOT TO BE BROUGHT INTO DISREPUTE

1.1 Elected Representatives not to bring into disrepute

No Elected Representative shall act in a manner which brings or is likely to bring Te Runanganui o Ngati Porou, the Trustee, or any Subsidiary into disrepute.

1.2 Board Members not to bring into disrepute

~~The Trustee Te Runanganui o Ngati Porou~~ shall also require that Board Members do not act in a manner which brings or is likely to bring Te Runanganui o Ngati Porou, the Trustee, or any Subsidiary into disrepute.

1.3 Censure or removal of Elected Representatives

If, having followed the procedure in *rule 1.4 of this Schedule*, the Trustee believes that an Elected Representative has acted in a manner that brings or is likely to bring into disrepute Te Runanganui o Ngati Porou, the Trustee, or any Subsidiary, the Trustee may, by a resolution passed by a majority of not less than 75% of the other Elected Representatives, be formally censured or removed from office.

1.4 Procedure where allegation made of bringing into disrepute

If an allegation is made to ~~the Trustee Te Runanganui o Ngati Porou~~ that an Elected Representative has acted in a manner which brings or is likely to bring Te Runanganui o Ngati Porou, the Trustee, or any Subsidiary into disrepute, the Trustee must implement the following procedure:

- (a) ~~A~~ written notice of the allegation shall be served by ~~the Trustee Te Runanganui o Ngati Porou~~ on the Elected Representative and the marae committees of the Rohenga Tipuna which elected that Elected Representative;
- (b) ~~T~~he Elected Representative shall have 20 Working Days to respond to the allegation and the response shall be in writing and delivered to ~~the Trustee Te Runanganui o Ngati Porou~~;
- (c) ~~T~~he relevant marae committees of the Rohenga Tipuna may also respond in writing to ~~the Trustee Te Runanganui o Ngati Porou~~ within that 20 Working Day period;
- (d) ~~I~~f no response is received, the Trustee may exercise the rights of censure or removal in *rule 1.3 of this Schedule*;
- (e) ~~I~~f the Trustee is not satisfied with the responses received from the Elected Representative ~~and/or~~ the marae committees of the Rohenga Tipuna and wishes to consider exercising the rights of censure or removal in *rule 1.3 of this Schedule*, it must first take reasonable steps to resolve the matter with the Elected Representative concerned by mediation or other alternative dispute resolution procedure acceptable to the Trustee and the Elected Representative concerned (both acting reasonably);
- (f) ~~I~~f the mediation or alternative dispute resolution procedure has not resolved the matter to the satisfaction of the Trustee and the Elected Representative concerned within 40 Working Days of the notice of the allegation being given to the Elected Representative, the Trustee may exercise the rights of censure or removal in *rule 1.3 of this Schedule*.

1.5 Censure or removal to be notified

The censure or removal of an Elected Representative in accordance with this clause shall, together with reasons, be immediately notified in writing to the marae committees of the Rohenga Tipuna that elected the Elected Representative concerned. The censure or removal shall also be reported to the Members of Ngati

Porou at the next Annual General Meeting of Te Runanganui o Ngati Porou following such censure or removal.

1.6 Effect of Removal

An Elected Representative removed from office in accordance with *rule 1.3 of this Schedule* shall cease to hold office as an Elected Representative forthwith and shall not be entitled to be re-elected as an Elected Representative for a period of not less than 3 years following his or her removal.

1.7 Replacement of Removed Elected Representative

The removal of an Elected Representative in accordance with *rule 1.3 of this Schedule* shall give rise to a casual vacancy which shall be filled in accordance with *rules 4.3, 4.4 and 4.5 of the Second Schedule*.

NINTH SCHEDULE – LIST OF ROHENGATIPUNA AND HAPU

Potikirua ki Whangaokena

HAPU

Te Whanau a Hunaara
Te Whanau a Hinerupe
Te Whanau a Hinehou
Te Whanau a Rerekohu
Ngai Tuere
Ngai Tamakoro
Ngati Kahu
Te Whanau a Tuwhakairiora
Te Whanau a Te Aotaki
Te Whanau a Tapaeururangi
Te Whanau a Tarahauiti
Te Whanau a Te Aopare

MARAE

Hinemaurea
Punaruku
Tutua
Hinerupe
Matahi o Te Tau
Awatere
Potaka
Hurae (Te Kahika)

Whangaokena ki Waiapu

HAPU

Te Whanau a Rerewa
Te Whanau a Hinerupe
Ngati Putaanga
Te Whanau a Tapuhi
Te Whanau a Takimoana
Te Whanau a Hinepare
Ngati Nua
Ngai Tane
Ngati Hokopu
Te Whanau a Rakaimataura
Te Whanau a Tinatoka
Te Whanau a Karuai

MARAE

Putanga
Kaiwaka
Rahui
Taumata o Tapuhi
Hinepare
Ohinewaiapu
Karuai

Pohautea ki Te Onepoto

HAPU

Te Whanau a Pokai
Ngati Horowai
Te Whanau a Karuai
Te Whanau a Rakaihoea
Ngati Puai
Te Whanau a Mahaki
Te Whanau a Uruhonea
Te Whanau a Hineauta
Te Whanau a Te Uruahi

Te Whanau a Tinatoka

MARAE

Tikapa
Te Horo
Waiomatatini
Kakariki
Tinatoka

Te Onepoto ki Rahuimanuka

HAPU

Ngati Rangī
Te Whanau a Umuariki
Te Whanau a Ruataupare
Ngati Uepohatu
Te Whanau a Hinetapora
Ngai Tangihaere
Te Whanau a Hinekehu

MARAE

Reporua
Umuariki
Ruataupare
Mangahanea
Uepohatu
Rauru (Taumata o Mihi)
Te Heopera (Mangarua)

Rahuimanuka ki Mataahu

HAPU

Te Aitanga a Mate
Te Aowera
Te Whanau a Hinekehu
Ngai Tangihaere
Te Whanau a Rakairoa
Ngati Ira

MARAE

Kariaka
Hiruharama
Te Aowera
Whareponga
Rongohaere (Pahou)
Rongoitekai (Penu)

Mataahu ki Kokoronui

HAPU

Te Whanau a Te Haemata
Te Whanau a Ruataupare
Te Whanau a Te Aotawarirangi
Te Whanau a Iritekura
Ngati Rakai
Te Whanau a Rakairoa
Ngati Ira
Ngai Taharora

MARAE

Te Ariuru
Waiparapara
Pakirikiri
Tuatini
Iritekura
Taharora
Te Kiekie

Kokoronui ki Te Toka a Taiau

HAPU

Ngai Tutekohi
Ngati Oneone
Ngati Konohi
Te Aitanga a Hauiti
Ngati Kahukuranui
Ngati Hau
Ngati Wakarara
Ngati Ira
Ngati Patuwhare
Te Whanau a Te Rangipureora

MARAE

Anaura
Hinemaurea ki Mangatuna
Okuri
Puketawai
Hauiti
Rawheoro
Whangara
Poho-O-Rawiri

This Schedule records the Hapu and Marae listed for the purposes of establishing this Trust.

TENTH SCHEDULE – FISHERIES ASSETS

1. **INCOME ORDINARY SHARES AND SETTLEMENT QUOTA**

- 1.1 ~~Income Ordinary~~ Shares and Settlement Quota shall be classified as Heritage Assets in accordance with ~~clause 4.1, and any proposal in relation to the disposal of Income Shares under section 70 of the Maori Fisheries Act 2004 or in relation to the disposal of Settlement Quota under sections 159, 162 or 172 of the Maori Fisheries Act 2004 may only proceed if a Special Resolution of Members has been passed in accordance with the Fourth Schedule.~~
- 1.2 This schedule does not apply to transfers between entities within the Ngati Porou Group provided that those entities comply with the relevant provisions of the Maori Fisheries Act 2004.

2. **ASSET-HOLDING COMPANY**

- 2.1 ~~The Trustee Te Runanganui o Ngati Porou~~ must ensure that there is at least one Subsidiary that is an Asset-Holding Company and that, to the extent and for so long as required by the Maori Fisheries Act 2004, that Asset-Holding Company is wholly owned by Te Runanganui o Ngati Porou and performs the functions and complies with the requirements set out in section 16 and 17 of the Maori Fisheries Act 2004.
- 2.2 Any Asset-Holding Company that is already established prior to the date the Act comes into force, shall continue to function.

3. **FISHING OPERATION**

- 3.1 While Te Runanganui o Ngati Porou is the Mandated Iwi Organisation, and if it wishes to have its own fishing operation, utilising annual catch entitlement from its Settlement Quota to harvest, process, or market fish, or to be involved in a joint venture for those purposes, it must ensure that there is a Fishing Enterprise separate from, but responsible to, Te Runanganui o Ngati Porou to undertake those operations.
- 3.2 An enterprise set up to undertake such operations must be a separate entity from an Asset-Holding Company or from a Subsidiary established by an Asset-Holding Company to which any Settlement Quota or ~~Income Ordinary~~ Shares of Ngati Porou are transferred.

4. **PRIVATE NOTICE OF PARTICULAR SPECIAL MEETINGS**

- 4.1 In addition to the notice requirements for Special General Meetings set out in ~~clause 5.216.4 of the Fourth Schedule~~, Te Runanganui o Ngati Porou must, while it is the Mandated Iwi Organisation, give a Private Notice with the information required for the public notice as set out in ~~clause 5.346 of the Fourth Schedule~~ for every general meeting that relates to one of the matters listed below, to any Adult Member of Ngati Porou who:

- (a) ~~At~~ the time of registering on the Ngati Porou register, made a written request to be sent a Private Notice and postal ballot papers for every general meeting relating to:
- (i) ~~E~~lections; ~~or~~
 - (ii) ~~C~~hanging a constitutional document;
 - ~~(iii) The disposal of income shares; or~~
 - ~~(iv) The conversion and disposal of Settlement Quota~~

- (b) ~~Whether~~ whether or not on the Ngati Porou Register, makes a written request for a Private Notice in respect of a particular meeting.

5. COMPLIANCE WITH MAORI FISHERIES ACT

5.1 Te Runanganui o Ngati Porou will at all times comply with the provisions of the Maori Fisheries Act 2004, except as expressly provided for in the Act.

6. DISPOSAL OF SETTLEMENT QUOTA

6.1 The Trustee may sell Settlement Quota, or authorise a Subsidiary to sell Settlement Quota, only if, before sale, the Trustee has:

- (a) notified the proposal to the Adult Members of Ngati Porou in accordance with rule 5.2 of the Fourth Schedule; and
- (b) obtained the prior approval of not less than 75% of the Adult Members of Ngati Porou who vote;
 - (i) at a Special General Meeting called for the purpose; or
 - (ii) by postal ballot.

6.2 A notice given under rule 6.1(a) of this Tenth Schedule must specify:

- (a) the amount of Settlement Quota of the iwi affected by the proposal; and
- (b) the approximate proportion of the total value of the Settlement Quota that is affected by the proposal; and
- (c) a reasonable estimate of the likely market value of that Settlement Quota.

6.3 An approval obtained under rule 6.1(b) of this Tenth Schedule may give a power for the Trustee to sell:

- (a) specified Settlement Quota; or
- (b) Settlement Quota generally up to a specified limit that must not exceed 10% of the total value of the Settlement Quota held by the Ngati Porou Group; or
- (c) Settlement Quota approved for sale in accordance with a programme set out in the annual plan approved under kaupapa 11(c)(iii) of Schedule 7 of the Maori Fisheries Act 2004.

6.4 For transactions involving Settlement Quota, an approval obtained under rule 6.1(b) of this Tenth Schedule is valid from the date on which it is given:

- (a) for a term not exceeding 15 months; or
- (b) in the case of an approval of the kind referred to in rule 6.3(b) of the Tenth Schedule, for the term specified in the approval, which must not exceed 12 months.

6.5 The terms referred to in rule 6.4 of this Tenth Schedule do not limit the term of a transaction or series of transactions referred to in section 167 of the Maori Fisheries Act 2004.

7. DISPOSAL OF ORDINARY SHARES

7.1 Ordinary Shares may be sold to an Asset-Holding Company, or a subsidiary of an Asset-Holding Company, of another Mandated Iwi Organisation, if:

- (a) Those Ordinary Shares are first declared by a Special Resolution of Members, passed in accordance with the Fourth Schedule, to no longer be classified as Heritage Assets; and
- (b) The sale is conducted accordance with the process established in the constitution of Aotearoa Fisheries Limited and the Maori Fisheries Act 2004.

ELEVENTH SCHEDULE – NGATI POROU IWI AQUACULTURE ASSETS

1. SETTLEMENT ASSETS

- 1.1 For the purposes of *this Schedule* Settlement Assets has the meaning given to it in Section 5 of the Maori Commercial Aquaculture Claims Settlement Act 2004.

2. IWI AQUACULTURE ASSETS

- 2.1 If Ngati Porou is to have an Iwi Aquaculture Organisation, Te Runanganui o Ngati Porou shall act on behalf of Ngati Porou in relation to Aquaculture claims and Settlement Assets under the Maori Commercial Aquaculture Claims Settlement Act 2004, in respect of which Te Runanganui o Ngati Porou must act for the benefit of all Members of Ngati Porou, irrespective of where those members reside, including:

- (a) ~~D~~irectly receive and hold, on behalf of Ngati Porou Settlement Assets allocated to Ngati Porou by Te Ohu Moana Trustee Limited in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004; and
- (b) ~~E~~nter into agreements with other iwi aquaculture organisations in relation to the allocation of Settlement Assets.

3. MAORI COMMERCIAL AQUACULTURE CLAIMS SETTLEMENT ACT 2004

- 3.1 In *this Schedule*, the terms “authorisations” and “coastal permits” have the meaning given to them by the Maori Commercial Aquaculture Claims Settlement Act 2004.
- 3.2 Any proposal in relation to the transfer of authorisations or coastal permits that are Settlement Assets may only proceed if a Special Resolution of Members has been passed in accordance with the *Fourth Schedule*.
- 3.3 *This Schedule* does not apply to transfers between entities within the Ngati Porou Group provided that those entities comply with the relevant provisions of the Maori Commercial Aquaculture Claims Settlement Act 2004.

4. COMMERCIAL AQUACULTURE ACTIVITIES

- 4.1 If Te Runanganui o Ngati Porou undertakes commercial aquaculture activities (as that term is used in the Maori Commercial Aquaculture Claims Settlement Act 2004), it must establish a Subsidiary to undertake those activities, and which may be the Asset-Holding Company that holds the Settlement Quota **and Income Ordinary** Shares.

UNDER THE COMMON SEAL and)
SIGNED by)
TE RUNANGA O NGATI POROU)
as Settlor)
in the presence of:)

Name

Signature

Name

Signature

Name

Signature

SIGNED by)
TE RUNANGANUI O NGATI)
POROU TRUSTEE LIMITED)
Aas Trustee)
in the presence of:)

(Full Name of Director)

(Signature of Director)

(Full Name of Director)

(Signature of Director)

(Full Name of Director)

(Signature of Director)

(Full Name of Director)

(Signature of Director)

(Full Name of Director)

(Signature of Director)

(Full Name of Director)

(Signature of Director)

(Full Name of Director)

(Signature of Director)