

**DEED OF TRUST FOR
TE TAUMATA O NGĀ HAPŪ O
TE WHĀNAU A APANUI**

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TRUST DEED FOR TE TAUMATA O NGĀ HAPŪ O TE WHĀNAU A APANUI

Executed as a deed on

BACKGROUND

Nga hapū o Te Whānau a Apanui

The appellation Te Whānau a Apanui is ordinarily used to refer to the following twelve hapū that occupy the lands from Te Taumata o Apanui (formerly known as Parahaki) to Potikirua and include:

- (a) Te Whānau a Haraawaka;
- (b) Te Whānau a Hikarukutai (also known as Ngāti Horomoana);
- (c) Te Whānau a Tutawake hapū (also known as Ngāti Paeakau and Te Whānau a Tuahiawa);
- (d) Te Whānau a Nuku (also known as Ngāti Horowai);
- (e) Te Whānau a Rutaia (also known as Ngāti Terewai);
- (f) Te Whānau a Hinetekahu (also known as Te Whānau a Toihau);
- (g) Te Whānau a Te Ehutu;
- (h) Te Whānau a Kaiaio;
- (i) Te Whānau a Kahurautao hapū (including Te Whānau a Te Rangi-i-runga);
- (j) Te Whānau a Pararaki;
- (k) Te Whānau a Maruhaeremuri; and
- (l) Te Whānau a Kauaetangohia.

Hapū are dynamic. They have shifted over time and will continue to shift. Historically there have been more, or there have been hapū organised under different tupuna appellations that have merged or been absorbed into other groupings. Hapū are also known by other names. For example, the hapū that were associated with the children who drowned at the Motu river for a period of time were known by other names, in remembrance of the tragic loss. Te Whānau a Rutaia became known as Ngai Terewai; Te Whānau a Nuku became known as Ngāti Horowai; Te Whānau a Tutawake became known as Ngāti Paeakau and Te Whānau a Hikarukutai became known as Ngāti Horomoana.

Te Whānau a Tapaeururangi lands and territories sit within the territory of Ngāti Porou, although Ngāti Porou and Te Whānau a Apanui descend from a common ancestor, Ruawaipu. Therefore despite Te Whānau a Tapaeururangi historical claims being settled by the Ngāti Porou deed of settlement, the whakapapa between the hapū of Te Whānau a Apanui and Te Whānau a Tapaeururangi is so strong that it cannot be contained by an arbitrary border line on a settlement map. Te Whānau a Tapaeururangi are included in the both the Te Whānau a Apanui settlement as well as this Trust Deed for “Te Taumata o ngā Hapū o Te Whānau a Apanui” (Te Taumata) because the sacred inter-relationship requires the inclusivity of close kin.

Hapū are the central political unit in Te Whānau a Apanui and tikanga and law is made at a hapū level. Traditionally hapū have joined together as an iwi confederation for significant occasions that warranted such unity such as celebrations, external trade, regional relationships and war. This Trust Deed for Te Taumata brings all iwi together in unity, whilst maintaining the mana and rangatiratanga of hapū. Te Taumata is therefore a mahi entity that acts for the benefit of ngā hapū o Te Whānau a Apanui and to uphold their mana.

Te Rohe o Te Whānau a Apanui

The history of the extension and establishment of hapū mana across the Te Whānau a Apanui rohe is complex.

The inland boundary of the collective Te Whānau a Apanui hapū begins at Pōtikirua and heads inland to Te Peka a Te Rangihekeiho from there along the Rangaranga range to Te Pua a Rongomaitapu, hence to Kokomuka, where it turns west to Te Rangitihī, hence to Taumata o Te Awhengaio, Maunga-i-tauria-e-te-kohu, Te Hiwera-a-whakautua, Manga-o-tane, Te Pakira, Maungaparahi, Tangatapueru, Pakarutu, Te Ranganuiatai, Wairangatira, Pukakahonui, Puketahinu, Manuka then follows the boundaries of the Pukemauri and Kapurangi Blocks.

The seaward boundary of Te Whānau a Apanui goes out to Tauritoatoa. Tauritoatoa is a sea-based boundary marker past Whakaari (or White Island) where albatross gather on the surface of the water.

The hapū of Te Whānau a Apanui have unbroken, inalienable and enduring mana over their land, seas and territory. Te Whānau a Apanui consider that this includes a right to own, control and manage their ancestral land, territories, waters and other resources. These territories are a source of health and well-being and are inextricably linked to the survival of the hapū of Te Whānau a Apanui and to the preservation and further development of their knowledge systems and culture.

Guiding principles

Te Whānau a Apanui have some immutable and unchanging principles. These principles are a cornerstone of Te Whānau a Apanui tikanga, identity and existence and should guide Te Taumata.

They include:

- **Toitū te Mana Atua:** the Atua is the spiritual source of life, tapu, mauri and mana that guides the hapū of Te Whānau a Apanui in all decisions.
- **Toitū te Mana Motuhake:** the hapū of Te Whānau a Apanui have unbroken, inalienable and enduring self-determination over their territory and all that exists within it.
- **Toitū te Tiriti o Waitangi:** the hapū of Te Whānau a Apanui and the Crown are bound to honour and uphold Te Tiriti o Waitangi.
- **Toitū te Ao Tūroa:** Te Whānau a Apanui are required to live in balance and harmony with the natural world and all living things.
- **Toitū te Oranga whānui:** the hapū of Te Whānau a Apanui have rights and associated obligations to ensure their cultural, spiritual, physical, environmental, social and economic well-being.
- **Toitū te Mana o Ngā Hapū:** the hapū of Te Whānau a Apanui each possess their own mana, tikanga and kawa, however, collective obligations also exist to preserve the unity and mana of the tribe to ensure the wise management of the entire tribal territory.

Settlement Negotiations

Te Whānau a Apanui first entered into negotiations with the Crown in respect of the recognition of Te Whānau a Apanui rights in the takutai moana in 2004 as a consequence of the Court of Appeal's decision in *Ngati Apa & Ors v Attorney-General* and the subsequent passing of the Foreshore and Seabed Act 2004.

A hui was held in Kauaetangohia marae and Omaio marae in January 2003 where representatives of the hapū of Te Whānau a Apanui endorsed the decision to enter into negotiations in respect of the recognition of Te Whānau a Apanui rights in the takutai moana. Rikirangi Gage and Dayle Takitimu were also subsequently endorsed to represent Te Whānau a Apanui in these negotiations.

On 1 November 2004 the Crown and Te Rūnanga o Te Whānau entered into terms of negotiation. In the same month, the Foreshore and Seabed Act was passed into law. Despite the passing of the Act, the hapū of Te Whānau Apanui decided to continue negotiating with the Crown on a 'without prejudice' basis alongside pursuing other means in which to assert their rights and protect the interests of the present and future generations of the hapū of Te Whānau a Apanui. The negotiations culminated in the signing of a Heads of Agreement between the Crown and the hapū of Te Whānau a Apanui in 2008.

In 2009 ngā hapū o Te Whānau a Apanui agreed to put takutai moana negotiations on hold while the government undertook a review of the Foreshore and Seabed Act 2004. Following the review, the Foreshore and Seabed Act 2004 was repealed and replaced by the Marine and Coastal Area (Takutai Moana) Act 2011.

Negotiations stalled after the Crown granted a company licence to engage in exploratory drilling off the coastline of Te Whānau a Apanui. Te Whānau a Apanui opposed this action and undertook protest action in response. It resulted in mistrust of the Crown and ultimately a breakdown and erosion of the relationship between the hapū of Te Whānau a Apanui and the Crown.

In September/October 2016 the Rūnanga undertook a consultation process with the hapū of Te Whānau a Apanui. The hapū also carried out internal consultation with its members. The outcome of this consultation was that the hapū of Whānau a Apanui had again resolved to engage in direct negotiations with the Crown in respect of Whānau a Apanui's historical Treaty of Waitangi claims and claims over the foreshore and seabed claims.

On 8 August 2017 the hapū o Te Whānau a Apanui, in accordance with their tikanga, exercised their own methods of decision-making, to formally:

- (a) mandate Rikirangi Gage, Matanuku Mahuika and Natalie Coates to negotiate directly with the Crown;
 - a deed of settlement settling the historical claims of ngā hapū o Te Whānau a Apanui; and
 - recognition of Te Whānau a Apanui's customary rights in the foreshore and seabed (to be progressed in the context of the Marine and Coastal Area (Takutai Moana) Act 2011); and

- (b) resolve to create a Hapū Chairs Forum to meet regularly with the mandated negotiators as a means to keep the hapū informed of progress in negotiations, provide the mandated negotiators with feedback and advice about issues from a hapū perspective, and to share information.

The Crown recognised the mandate on 16 August 2017.

The mandated negotiators and the Crown by terms of negotiation dated 7 September 2017, agreed the scope, objectives, and general procedures for the negotiations.

On 15th March Minister Little met with the Hapu Chairs Forum in Te Kaha and representatives of the Hapu Chairs Forum met with him again in Wellington on 19 December 2018.

On 28 June 2019 the Crown and the hapū of Te Whānau a Apanui agreed to an “in principle” agreement. Since then, extensive negotiations have been conducted and a deed of settlement negotiated. This was initialled on 26 September 2023.

The negotiations proceeded on the following basis:

- (a) mana and ultimate decision-making power resides with ngā hapū o Te Whānau a Apanui; and
- (b) the mandated negotiators are responsible for carrying out the mahi for the negotiations but have, at all times, been accountable to ngā hapū o Te Whānau a Apanui.

Te Tirohanga Tōmua

The establishment of Te Taumata marks a significant step in the hapū of Te Whānau a Apanui settlement journey.

In light of the deep grievances caused to Te Whānau a Apanui as a result of the Crown’s historic breaches of Te Tiriti o Waitangi, the settlement and vision for Te Taumata is pave a way forward that recognises and revitalises the rangatiratanga of the hapū of Te Whānau a Apanui and creates meaningful change for Te Whānau Apanui so that present and future generations can move to a state of environmental, economic, social, cultural and political security.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the context otherwise requires:

Adult Member of Te Whānau a Apanui means a Member of Te Whānau a Apanui who is 18 years of age or over;

Adult Registered Member of Te Whānau a Apanui means a Member of Te Whānau a Apanui identified on the Te Whānau a Apanui Register as being 18 years of age or over;

Annual Plan means the annual plan of the Trust which is prepared in accordance with clause 9.1;

Annual Report means the annual report of the Te Whānau a Apanui Group which is prepared by the Trustees in accordance with clause 10.1;

Asset Holding Company means a company established by the Trustees in accordance with rule 2 of the Fifth Schedule, which for the time being meets the requirements for an asset-holding company under the Māori Fisheries Act 2004;

Balance Date means 30 June or any other date that the Trustees by resolution adopt as the date up to which the Trust's financial statements are to be made in each year;

Basic Trust Information means the basic trust information specified in section 51(3) of the Trusts Act 2019;

Beneficial Entity means:

- (a) each Hapu Entity; and
- (b) any entity within the Te Whānau a Apanui Group;

Business Day means a day of the week other than:

- (a) Saturday and Sunday;
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Te Rā Aro ki a Matariki/ Matariki Observance Day and Labour Day;
- (c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
- (d) a day in the period commencing with 25 December in any year and ending with 4 January in the following year (both days inclusive); and
- (e) a day that is observed as the anniversary of the province of –
 - (i) Wellington; or
 - (ii) Auckland;

Chairperson means the chairperson from time to time of the Trust appointed by the Trustees in accordance with rule 4 of the Third Schedule;

Chief Executive means the person appointed in accordance with clause 5.1;

Consolidated Financial Statements means the consolidated financial statements of the Te Whānau a Apanui Group prepared by the Trustees in accordance with clause 10.2;

Core Documents means the documents specified in section 45 of the Trusts Act 2019;

Custodian Trustee means the custodian trustee that may be appointed or incorporated in accordance with clause 20;

Customary Rights means rights according to tikanga Māori (Māori customary values and practices) including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources;

Deed and **Trust Deed** mean this deed of trust and includes any amendments to this deed of trust made in accordance with clause 21 and the background and the schedules;

Deed of Settlement means the deed that will be entered into between Te Whānau a Apanui and the Crown recording the settlement of the Te Whānau a Apanui Claims;

Default Duty has the same meaning as provided in section 9 of the Trusts Act 2019;

Deputy Chairperson means the deputy chairperson from time to time of the Trust if one is appointed in accordance with rule 4 of the Third Schedule;

A person is “**descended**” from another person if the first person is descended from the other by:

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Te Whānau a Apanui tikanga;

Establishment Trustees means the Trustees identified in clause 3.1;

First Term Trustees means the Trustees identified in clause 3.1;

Fisheries Assets means any assets, including Settlement Quota and Income Shares received by the Trustees, in their capacity as the representatives of the Mandated Iwi Organisation under the Māori Fisheries Act 2004;

Fishing Enterprise means a fishing operation established in accordance with the Fifth Schedule to utilise the annual catch entitlement from any Settlement Quota;

Five Year Plan means as the context requires the five year plan of the Trust prepared in accordance with clause 11.1(d);

Hapū Entity means an entity that is recognised by the Trustees as being representative of Te Whānau a Apanui Hapū for the purposes of clause 8.

Income Shares has the meaning given to that term in the Māori Fisheries Act 2004;

Income Year means any year or accounting period beginning 1 July of one calendar year and ending 30 June of the following calendar year or any other period that the Trustees by resolution adopt;

Iwi Aquaculture Organisation has the meaning given to that term in the Māori Commercial Aquaculture Claims Settlement Act 2004;

Major Transaction in relation to any entity within the Te Whānau a Apanui Group means:

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

but does not include:

- (d) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust's Assets (whether the Assets are held by the Trust or any other member of the Te Whānau a Apanui Group); or
- (e) any acquisition of Property by an entity in the Te Whānau a Apanui Group from any other entity within the Te Whānau a Apanui Group; any disposition of Property by an entity in the Te Whānau a Apanui Group to any other entity in the Te Whānau a Apanui Group; or
- (f) any acquisition or receipt of Property by any entity in the Te Whānau a Apanui Group pursuant to the Deed of Settlement, the Settlement Legislation or otherwise pursuant to the terms of any settlement between Te Whānau a Apanui and the Crown.

Nothing in paragraph (c) of this definition applies by reason only of that entity giving, or entering into an agreement to give, a charge secured over assets of the entity the value of which is more than half of the value of the Trust's Assets for the purpose of securing the repayment of money or the performance of an obligation.

For the purposes of paragraphs (a) to (c) of this definition, the value of the Trust's Assets will be calculated based on the value of the assets of the Te Whānau a Apanui Group;

Mana Orite means, with respect to distributions made under clause 8, that each Hapū Entity will be treated equally in relation to their opportunities to receive distributions and with respect to the amounts of distributions made;

Mandated Iwi Organisation has the meaning given to that term in the Māori Fisheries Act 2004;

Mandatory Duty has the same meaning as provided in section 9 of the Trusts Act 2019;

Māngai means the representative for each Hapū Entity appointed to vote on their behalf at a general meeting in accordance with clause 13.11;

Member of Te Whānau a Apanui means an individual referred to in paragraph (a) of the definition of Te Whānau a Apanui;

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

Settlement Act means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the promises contained within that deed;

Settlement Date means the date defined as the Settlement Date in the Deed of Settlement or Settlement Act;

Settlement Quota has the meaning given to that term in the Māori Fisheries Act 2004;

Special Resolution means a resolution that has been passed with the approval of not less than 75% of Te Whānau a Apanui Hapū in accordance with the process set out in the Fourth Schedule;

Statement of Intent means a statement of intent prepared and maintained by a Trust Entity in accordance with clause 6.10;

Te Whānau a Apanui means:

- (a) the collective group composed of individuals who descend from a Te Whānau a Apanui Ancestor; and
- (b) every whānau, hapū or group to the extent that it is composed of individuals referred to in paragraph (a), including the following groups:
 - (i) Te Whānau a Haraawaka;
 - (ii) Te Whānau a Hikorukutai (also known as Ngāti Horomoana);
 - (iii) Te Whānau a Tutawake (also known as Ngāti Paeakau and Te Whānau a Tuahiawa);
 - (iv) Te Whānau a Nuku (also known as Ngāti Horowai);
 - (v) Te Whānau a Rutaia (also known as Ngāti Terewai) and Te Whānau a Rongomai;
 - (vi) Te Whānau a Hinetekahu (also known as Te Whānau a Toihau);
 - (vii) Te Whānau a Te Ehutu;
 - (viii) Te Whānau a Kaiaio;
 - (ix) Te Whānau a Kahurautao / Te Whānau a Rangiiirunga;
 - (x) Te Whānau a Pararaki;
 - (xi) Te Whānau a Maruhaeremuri;
 - (xii) Te Whānau a Kauaetangohia;
 - (xiii) Te Whānau a Tapaeururangi; and

(c) every individual referred to in paragraph (a);

Te Whānau a Apanui Ancestor means an individual who exercised Customary Rights by virtue of being:

- (a) descended from Apanui Ringamutu; or
- (b) a recognised ancestor of any of the groups referred to in paragraph (b) of the definition of Te Whānau a Apanui; and
- (c) a person who exercised Customary Rights predominantly in relation to the Te Whānau a Apanui Area of Interest at any time after 6 February 1840;

Te Whānau a Apanui Area of Interest means the Area of Interest of Te Whānau a Apanui as identified and defined in the Deed of Settlement;

Te Whānau a Apanui Claims means Te Whānau a Apanui historical claims against the Crown in respect of the Crown's breaches of its obligations to Te Whānau a Apanui under the Treaty of Waitangi, as identified in the Deed of Settlement;

Te Whānau a Apanui Group means the Trust and the Trust Entities;

Te Whānau a Apanui Hapū means the thirteen (13) hapū referred to in paragraph (b) of the definition of Te Whānau a Apanui;

Te Whānau a Apanui Register means the register of Members of Te Whānau a Apanui Hapū that is established and maintained by Te Whānau a Apanui Hapū in accordance with the First Schedule;

Trust means the trust created by this Deed which is to be called Te Taumata o Ngā Hapū o Te Whānau a Apanui;

Trust's Assets means the trust fund of the Trust and will include all assets received or otherwise owned or acquired from time to time by the Trustees, 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 Trustees;

Trust Entity means:

- (a) any company, entity or trust that is:
 - (i) wholly owned; or
 - (ii) controlled directly,
by an entity within the Te Whānau a Apanui Group; or
- (b) an Asset Holding Company.

For the purposes of this definition a Trust Entity will be "controlled directly" where a company, entity or trust within the Te Whānau a Apanui Group has the sole power of appointment and removal for all of the directors, trustees, officers or other governing members (as applicable) of that company, entity or trust.

Trust Entity Five Year Plan means a five year plan prepared and maintained for a Trust Entity in accordance with clause 6.10;

Trust Entity Annual Plan means an annual plan prepared and maintained for a Trust Entity in accordance with clause 6.10;

Trust Information has the same meaning as provided in section 49 of the Trusts Act 2019;

Trust's Purpose means the objects and purposes set out in clause 2.3; and

Trustees means the trustees appointed from time to time in accordance with clause 3 and the Second Schedule of this Deed to represent Te Whānau a Apanui and to act as the trustees for the time being of the Trust.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) headings are inserted for convenience only and will be ignored in interpretation;
- (b) references to the singular includes the plural and vice versa;
- (c) references to one gender may be read as a reference to all other genders;
- (d) references to individuals include companies and other corporations and vice versa;
- (e) references to any document includes reference to that document, including any electronic copies of that document (and, where applicable, any of its provisions) as amended, notated, supplemented or replaced from time to time;
- (f) references to sections, clauses and schedules are references to sections, clauses and schedules in this Deed unless otherwise stated;
- (g) reference to monetary amounts, money or money's worth are to New Zealand dollars unless specifically stated otherwise;
- (h) any reference to "month" or "monthly" will mean, respectively, calendar month or calendar monthly; and
- (i) references to any legislation, regulations, orders in council or other instrument (**Regulatory Instruments**), includes a modification or amendment to, or a Regulatory Instrument issued or made from time to time to replace, that Regulatory Instrument.

2. CONSTITUTION, STATUS AND OBJECT OF THE TRUST

2.1 Trust Established

The Trustees acknowledge that they hold the Trust's Assets upon the trust, with the powers and subject to the duties set out in this Deed. The Trustees further

acknowledge that the trust hereby created will be known as Te Taumata o Ngā Hapū o Te Whānau a Apanui.

2.2 Trust Administration

The Trust will be governed and administered by the Trustees in accordance with this Deed.

2.3 Object and purpose of the Trust

The purpose for which the Trust is established is to receive, manage, hold and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of Te Whānau a Apanui in accordance with this Deed, and will without limitation include the following:

- (a) Promotion of the educational, spiritual, economic, social and cultural advancement or well-being of the Members of Te Whānau a Apanui.
- (b) Provision for the on-going maintenance and establishment of places of cultural or spiritual significance to Members of Te Whānau a Apanui.
- (c) Promoting the health and well-being generally of Members of Te Whānau a Apanui, including of the aged or those suffering from mental or physical sickness or disability.
- (d) Promotion and advancement of the social and economic development of Te Whānau a Apanui including, without limiting the generality of this purpose, by the promotion of business, commercial or vocational training or the enhancement of community facilities in a manner appropriate to the particular needs of Te Whānau a Apanui.
- (e) Fostering the traditional environmental concepts to embrace, protect, conserve and utilise Te Ao Turoa within the rohe of Te Whānau a Apanui , through the participation in, and the promotion and establishment of co-management arrangements in relation to the natural resources in that area.
- (f) To provide an iwi entity for the collective Hapū of Te Whānau a Apanui to promote issues and advocate on their behalf.
- (g) To act as the Mandated Iwi Organisation under the Māori Fisheries Act 2004 and the Iwi Aquaculture Organisation under the Māori Commercial Aquaculture Claims Settlement Act 2004 for Te Whānau a Apanui.
- (h) To act as the post-settlement governance entity for Te Whānau a Apanui for Treaty settlement purposes.
- (i) Any other purpose that is beneficial to Members of Te Whānau a Apanui.

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Establishment Trustees

Pending election and appointment of the First Term Trustees in accordance with the Second Schedule, the Establishment Trustees will be:

Te Whānau a Haraawaka	Francis Kerry Cameron
Te Whānau a Hikarukutai	Ora Barlow
Te Whānau a Tutawake	Donna Michelle Takitimu
Te Whānau a Nuku	Makarauria Max Kemara
Te Whānau a Rutaia	Catherine Edmonds (Katarina)
Te Whānau a Hinetekahu	Lynette Parekura (Lyn)
Te Whānau a Te Ehutu	Tiaki Rangikawanoa Parata (Jack)
Te Whānau a Kaiaio	Raukura Ngatoro (Joe)
Te Whānau a Kahurautao	Inys Calcott
Te Whānau a Pararaki	Moana Waititi
Te Whānau a Maruhaeremuri	William Stirling Te Aho
Te Whānau a Kauaetangohia	Rika Mato
Te Whānau a Tapaeururangi	Tina Poi

3.2 Election in accordance with Second Schedule:

Subject to clause 3.1, the Trustees from time to time of the Trust will be elected to office in accordance with the rules set out in the Second Schedule.

3.3 Powers of Trustees

- (a) Subject to any of the restrictions or obligations in this Deed or at law, including (but not limited to) the common law and statutory duties of the Trustees, the Trustees continue to have all the powers of natural persons in relation to the Trust's Assets as if they were the owners of the Trust's Assets, and may exercise those powers in accordance with the terms of this Trust.
- (b) Notwithstanding subclause (a) the Establishment Trustees' powers shall be limited to operational and core planning matters relating to:
 - (i) signing the Deed of Settlement;
 - (ii) supporting Te Whānau a Apanui settlement legislation through Parliament; and

- (iii) preparing for and holding elections for the First Term Trustees in accordance with the process in schedule 2.
- (c) For the avoidance of doubt, clause 3.3(b) expressly modifies the general powers of trustees under section 56 of the Trusts Act 2019, in relation to the Establishment Trustees of the Trust.
- (d) The Establishment Trustees will not be required to develop the plans set out in clause 9.

3.4 **Restriction on Major Transactions**

Notwithstanding clause 3.3, the Trustees:

- (a) must not enter into a Major Transaction; and
- (b) must ensure that any Trust Entities are established on terms which provide that such Trust Entities must not enter into a Major Transaction;

unless that Major Transaction:

- (c) is approved by way of Special Resolution in accordance with the Fourth Schedule; or
- (d) is contingent upon approval by way of Special Resolution.

3.5 **Extent of Trustees' discretion to manage Trust affairs**

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

3.6 **Proceedings of Trustees**

Except as otherwise provided in the Deed the proceedings and other affairs of the Trustees will be conducted in accordance with the rules set out in the Third Schedule.

3.7 **Trustees Remuneration**

- (a) Any remuneration paid to the Trustees for holding office as a Trustee must:
 - (i) be authorised by a resolution of Māngai in accordance with clause 13.2. In recommending trustee remuneration levels the Trustees must first seek professional advice in that regard; but
 - (ii) in respect of the Establishment Trustees be set by the Establishment Trustees for the period they hold office as Establishment Trustees on the basis of professional advice they must seek from an independent advisor with necessary experience to advise on such matters.
- (b) Remuneration may be paid to the Trustees in their capacity as directors, trustees, officers or other governing members of any Trust Entity in accordance with the remuneration set by the Trustees pursuant to clause 6.8.
- (c) Remuneration may be paid to Trustees for their appointment to any committee in accordance with any remuneration set by the Trustees pursuant to rule 6 of the Third Schedule.

- (d) This clause, as well as clauses 6.8 and 13.2, and rule 6 of the Third Schedule expressly modify the Default Duties in sections 36 and 37 of the Trusts Act 2019.

3.8 Trustee Expenses

Trustees will be entitled to be reimbursed reasonable expenses reasonably incurred in relation to their acting as Trustees on the production of receipts providing for such expenses.

4. DUTIES OF TRUSTEES

4.1 Guiding principle

In exercising the powers and functions under this Deed, each Trustee must have regard to the context of the Trust and the Trust's Purpose.

4.2 Mandatory duties

Each Trustee is required to comply with the Mandatory Duties. For the avoidance of doubt, each Trustee must:

- (a) know the terms of this Deed;
- (b) act in accordance with this Deed;
- (c) act honestly and in good faith;
- (d) hold or deal with the Trust's Assets and otherwise act for the benefit of the Members of Te Whānau a Apanui, in accordance with this Deed and the Trust's Purpose; and
- (e) exercise their powers for a proper purpose.

4.3 Other duties

Except where otherwise modified by this Deed, each Trustee must comply with the Default Duties. In addition to the duties set out at clause 4.2, , each Trustee must comply with the duties set out in clauses 4.4 - 4.12 which repeat, and in some cases modify, the Default Duties.

4.4 General Administration

When administering the Trust (other than when exercising a discretion to distribute any of the Trust's Assets to Members of Te Whānau a Apanui or Hapū Entities), each Trustee must exercise the care and skill that is reasonable in the circumstances, having regard, in particular to:

- (a) any special knowledge or experience that the Trustee has or holds themselves out as having; and
- (b) if the person acts as a trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

4.5 Investment

When exercising any power to invest the Trust's Assets:

- (a) subject to clause 4.5(b), exercise the care and skill that a prudent person of business would exercise in managing the affairs of others, having regard, in particular:
 - (i) to any special knowledge or experience that the Trustee has or that the Trustee holds themselves out as having; and
 - (ii) if the person acts as a trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession; and
- (b) clause 4.5(a) is subject to where the Trustees determine that:
 - (i) they will make investments that are in furtherance of the Trust's Purpose for non-commercial reasons; or
 - (ii) they do not wish to diversify their investment portfolio.

4.6 Exercise of power for own benefit

Each Trustee must not exercise a power of a Trustee directly or indirectly for the Trustee's own benefit.

4.7 Exercise of Trustee powers

Each Trustee must consider actively and regularly whether the Trustee should be exercising 1 or more of the Trustee's powers.

4.8 Binding Trustees to future exercise of powers

Each Trustee must not bind or commit other Trustees to a future exercise or non-exercise of a discretion.

4.9 Conflicts of interest

Each Trustee must manage conflicts of interest by ensuring that they declare such interests and follow the process set out at clause 14 immediately upon becoming aware that they are, or may be, interested (as defined in clause 14.1);

4.10 Impartiality

Each Trustee must act impartially in relation to the Members of Te Whānau a Apanui, and must not be unfairly partial to one Member of Te Whānau a Apanui or a group of Members to the detriment of others;

4.11 Not to profit

Except as provided for in clauses 3.7, 6.8 and 13.2, and rule 6 of the Third Schedule, each Trustee must not make a profit from their trusteeship; and

4.12 Take no reward

Except as provided for in clauses 3.7, 6.8 and 13.2, and rule 6 of the Third Schedule, each Trustee must not take any reward for acting as a Trustee.

5. CHIEF EXECUTIVE AND OTHER EMPLOYEES

5.1 Trustees to appoint Chief Executive

The Trustees may (on such terms as the Trustees determine) appoint a Chief Executive to manage the day to day administration of the Trust including (without limitation) the implementation of the Trustees' planning, reporting and monitoring obligations under this Deed.

5.2 Delegations to Chief Executive

The Trustees will ensure that any Chief Executive is appointed on terms which require that the Chief Executive will be responsible for the employment of all other employees of the Trust and will exercise such other powers and discretions as are delegated to them by the Trustees from time to time.

5.3 Trustee Role

A Trustee will not hold the position of Chief Executive nor be an employee of, or a contractor to, any entity in the Te Whānau a Apanui Group.

6. TRUSTEES MAY ESTABLISH TRUST ENTITIES

6.1 Establishment of Trust Entities

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of Te Whānau a Apanui, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees may establish and oversee the operations of any Trust Entity.

6.2 Trust Entity objects

Each Trust Entity, once established, will manage and undertake all of its activities on a prudent basis for the benefit of the Trust and in furtherance of the Trust Purpose and, where the Trust Entity is a charity registered under the Charities Act 2005, only in so far as those purposes are consistent with the charitable nature of any Trust Entity.

6.3 Trustees to monitor

The Trustees shall exercise their shareholding or power of appointment in respect of any Trust Entity in such a way as to ensure that the Trust Entity carries out its activities in a manner which is consistent with the Trust's Purpose.

6.4 Directors responsible for governance

For the avoidance of doubt, and except as expressly provided by this Deed, all companies, trusts or other entities within the Te Whānau a Apanui Group will be governed by their respective boards or other responsible bodies or groups and the role of the Trustees in respect of those companies, trusts and other entities will be limited to the exercise of the rights conferred on the Trustees as shareholders or (as applicable) appointors and beneficiaries of the relevant company, trust or other entity.

6.5 Trustees as directors and trustees of Trust Entities

No more than 40% of the Trustees in office at any point in time may also be appointed as directors, trustees, officers or other relevant governing members of any individual Trust Entity.

6.6 Appointments to Trust Entities

Appointment of directors, trustees, officers or any other relevant governing members to Trust Entities may only be made by the Trustees, taking into account relevant considerations in accordance with clause 6.7, and the constitutional documents of all Trust Entities will make provision for the appointment of such persons in accordance with this clause 6.6.

6.7 Appointments with regard to skills and expertise

A director, a trustee, an officer or a governing person or body of any Trust Entity will only be appointed by the Trustees if that person or body has the particular skills and expertise that are necessary for the appointment having regard to the activities that the Trust Entity undertakes or is likely to undertake in the future and the mix of skills and expertise that is necessary on the relevant Trust Entity.

6.8 Trust Entity remuneration

- (a) The Trustees will determine the remuneration payable to any director, trustee, officer or other governing member of a Trust Entity.
- (b) No Trustee receiving remuneration referred to in clause 6.8(a) will take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor will the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it will be made.
- (c) This clause, as well as clauses 3.7, 6.8 and 13.2, and rule 6 of the Third Schedule expressly modify the Default Duties in sections 36 and 37 of the Trusts Act 2019.

6.9 Trust Entities to remit funds to the Trust

Each Trust Entity, other than any Trust Entity that is a charitable entity registered under the Charities Act 2005, will, in each Income Year, remit to the Trust so much of the surplus income derived by the Trust Entity on behalf of the Trust that is agreed between the Trust Entity and the Trust, having regard to:

- (a) the Trust Entity's objective and purposes and the desirability of retaining and reinvesting income to meet that objective and purpose;
- (b) the projected operating requirements of the Trust Entity and any of its subsidiaries; and
- (c) the responsibilities and duties of the directors, trustees, officers or other governing members of the Trust Entity to comply with their legal obligations.

6.10 Trust Entity Plans and Statements of Intent

The Trustees will procure that each Trust Entity will:

- (a) within three months of its establishment or, if it is established already on the date of this Deed, six months from the Settlement Date, prepare a Statement of Intent setting out its long term objectives and the general principles under which it proposes to operate;

- (b) as required by the Trustees, update 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 activities;
- (c) no later than 18 months following its establishment or the Settlement Date (whichever is earlier), prepare a Trust Entity Five Year Plan which will be updated not less than every three years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than two months following the completion of the Trust Entity Five Year Plan referred to in paragraph (c) of this clause, and thereafter no later than two months before the commencement of each Income Year, prepare a Trust Entity Annual Plan setting out the steps to be taken in the relevant Income Year to meet its five year planning objectives and fulfil the objectives and principles of the Statement of Intent; and
- (e) in addition to any normal reporting requirements, within two (2) calendar months after the completion of the first, second and third quarter of each Income Year send to the Trustees 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 Trustees may require from time to time).

6.11 Trustees' approval

- (a) Prior to being implemented all Statements of Intent, Trust Entity Five Year Plans and Trust Entity Annual Plans must be approved by the Trustees. Such approval:
 - (i) must be either given or not within five weeks of the Trustees receiving a draft version of the relevant plan or Statement of Intent (as applicable) from the Trust Entity, provided that where approval is not given, the Trustees must provide feedback to the Trust Entity as to the issues that need to be resolved in order to obtain the Trustees' approval; and
 - (ii) will be given in light of the Trust's overall plans and policies in respect of the Trust's Assets and the Te Whānau a Apanui Group, and having regard to the specific roles of each Trust Entity.
- (b) Notwithstanding clause 6.11(a), a Trust Entity may implement a Statement of Intent, Trust Entity Five Year Plan or Trust Entity Annual Plan without the prior approval of the Trustees if the Trustees have not made a decision on approving a Statement of Intent, Trust Entity Five Year Plan or Trust Entity Annual Plan within five weeks of being provided with the proposed Statement of Intent or relevant plan.
- (c) However, nothing in this clause will allow the Trustees to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, with the intention that the directors, trustees, officers or other governing members of each Trust Entity will otherwise retain full discretion in respect of the implementation of the relevant plans and Statements of Intent.

6.12 Reports by each Trust Entity

The Trustees shall procure that, within six months after the end of each Income Year, each Trust Entity provides a report to the Trustees on the performance of the Trust Entity for the most recently completed Income Year, including (without limitation):

- (a) the description of any change in the nature of the business of the Trust Entity or any of its subsidiaries, or the classes of business in which the Trust Entity has an interest, whether as a shareholder of another company or otherwise; and
- (b) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993.

6.13 Report to include comparison against plans

In addition to the matters set out in clause 6.12, the Trustees will procure that all reports by each Trust Entity include a comparison of their performance against both its respective Trust Entity Annual Plans for that Income Year and its medium and longer term planning objectives (as set out in the Trust Entity Five Year Plans and Statement of Intent).

6.14 Additional information in respect of Fisheries Assets and Aquaculture Assets

In addition to the planning requirements set out in this clause 6, the Trust Entities set out in rule 7.1 of the Fifth Schedule will provide the additional information in each Trust Entity Annual Plan required by rule 7 of the Fifth Schedule for approval in accordance with this clause 6.

6.15 Protection of sensitive information

For the avoidance of doubt, in relation to any Trust Entity that is a company, nothing in this clause 6 limits or affects the rights of the Trustees, as shareholders, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the Trust Entity's report for the purposes of this clause 6.

7. APPLICATION OF INCOME AND CAPITAL

7.1 Trustees may apply income and capital

The Trustees may:

- (a) provide for the payment, application, or appropriation, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of Members of Te Whānau a Apanui;
- (b) use or apply any capital of the Trust's Assets to or for the benefit of Members of Te Whānau a Apanui for the Trust's Purpose without first using or applying the whole or any portion of the income of the Trust's Assets for that year;
- (c) subject to any restrictions in this Deed or at law, distribute all or any part of the Trust's Assets to any Beneficial Entity; or
- (d) set aside reserves or accumulations for future use or application by the Trustees,

as the Trustees in their sole discretion think fit for or towards the Trust's Purpose.

7.2 Payments out of income

The Trustees may, in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of any income of the Trust, such amounts as the Trustees in their discretion think fit, including:

- (a) as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or
- (b) as a reserve to meet fluctuations of income in future years and other contingencies.

7.3 Matters to consider in applying income

In making any decision as to the application of the income in any Income Year, the Trustees will, in exercising their discretion:

- (a) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital; and
- (b) endeavour to act fairly in considering the needs and interests of present and future Members of Te Whānau a Apanui.

7.4 Accumulation in six months where income not applied

Any income from any Income Year that is not paid or applied in accordance with this clause 7 during or within the six (6) months from the end of that Income Year will be accumulated and any income so accumulated will be added to and form part of the capital of the Trust's Assets and will be subject to the trusts and powers herein declared in respect of the capital of the Trust's Assets.

8. HAPŪ ENTITIES

8.1 Establishing Hapū Entities

Each Te Whānau a Apanui Hapū will have one Hapū Entity for the purposes of carrying out elections for Trustees and for receiving distributions from the Trust in accordance with this clause 8. The Trustees must:

- (a) establish a policy for recognising Hapū Entities for the purposes of making distributions under this clause, which must include:
 - (i) any relevant requirements for the constitutional documents of each Hapū Entity to ensure representation, accountability and transparency to the Members of Te Whānau a Apanui that they represent, which must include:
 - a. a process for the Members of Te Whānau a Apanui from that Te Whānau a Apanui Hapū to appoint representatives on that Hapū Entity;
 - b. provision for how decisions will be made and how the Hapū Entity will enable Members of Te Whānau a Apanui from that Te Whānau a Apanui Hapū to participate in significant decisions of the Hapū Entity;

- c. a process for the relevant Members of Te Whānau a Apanui from that Te Whānau a Apanui Hapū to hold the representatives on the Hapū Entity accountable, including in relation to (without limitation) financial reporting, auditing, dispute resolution and otherwise; and
 - d. expressly provide that one of the purposes of the Hapū Entity is to receive, manage and hold settlement redress for the benefit of present and future Members of Te Whānau a Apanui from that Te Whānau a Apanui Hapū;
- (ii) a requirement that the beneficiaries of the Hapū Entity may only be Members of Te Whānau a Apanui;
 - (iii) that each Hapū Entity must be a legal entity (including, but not limited to, an incorporated society or common law or charitable trust):
 - a. with necessary authority and capacity to carry out their functions for and on behalf of the relevant Te Whānau a Apanui Hapū; and
 - b. that meets any applicable legal requirements to receive settlement redress for the benefit of present and future Members of Te Whānau a Apanui from that Te Whānau a Apanui Hapū; and
 - (iv) application of the principle of Mana Orite for distributions made to Hapū Entities;
- (b) recognise only one Hapū Entity for each Te Whānau a Apanui Hapū from time to time;

8.2 Distributions to Hapū Entities

The Trustees may determine from time to time that capital from the Trust's Assets may be distributed to Hapū Entities as a Beneficial Entity, provided that:

- (a) a formal written request is made by each Hapū Entity to the Trustees for such distribution to be made, setting out:
 - (i) the amount of the distribution requested;
 - (ii) the reasons for the distribution and how it will align with the Trust's Purpose; and
 - (iii) the bank account for payment of the distribution;
- (b) each request for a distribution to be made in accordance with this clause 8 must be considered at the next Trustee meeting immediately following the written request, and must be approved by resolution of 75% of the Trustees;
- (c) the Trustees will adhere to any distribution agreements reached by Te Whānau a Apanui Hapū in respect of the Trust's Assets, including in relation to any hapū development funds arising out of the Treaty settlement for Te Whānau a Apanui; and

- (d) distributions will not be made under this clause 8 to any Hapū Entity for Te Whānau a Tapaeururangi, due to the benefits that they receive from the Treaty settlement with Ngāti Porou.

9. PLANS

9.1 Trustees to prepare Annual Plan

The Trustees will prepare, no later than one (1) month before the commencement of each Income Year, an Annual Plan which specifies, in respect of that Income Year, information including:

- (a) the strategic vision of the Trust for the Te Whānau a Apanui Group, consistent with the longer term vision of the Te Whānau a Apanui Group as identified in the Five Year Plan;
- (b) the nature and scope of the activities proposed by the Trustees for the Te Whānau a Apanui Group in the performance of the Trust's Purpose;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Te Whānau a Apanui Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with;
- (f) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Te Whānau a Apanui; and
- (g) any other information as the Trustees in their discretion consider necessary or appropriate.

9.2 Trustees to prepare Five Year Plan

The Trustees will also produce within 18 months of the date of this Deed, and update not less than every three (3) years, a Five Year Plan. Such a plan will set out the longer term vision of the Trustees in respect of the matters referred to in clause 9.1(a) to (g) and will include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust's Assets.

9.3 Initial Annual Plan and Five Year Plan

In addition to the requirements in clauses 9.1 and 9.2, the First-Term Trustees will, within one (1) month of the date of their appointment prepare and produce an Annual Plan and Five Year Plan that comply with the matters in clauses 9.1 and 9.2. Those plans will have effect until such time as they are replaced by new plans as required in clauses 9.1 and 9.2.

10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

10.1 Preparation of Annual Report

The Trustees must, within seven (7) months after the end of each Income Year, and no later than 20 Business Days prior to an annual general meeting, cause to be prepared an annual report on the affairs of the Te Whānau a Apanui Group (the

Annual Report) covering the accounting period ending at the end of that Income Year which includes:

- (a) a comparison of performance against the Annual Plan;
- (b) Consolidated Financial Statements audited in accordance with clause 10.4; and
- (c) all other requirements for annual reports set out in Kaupapa 7(2)(a) of Schedule 7 of the Maori Fisheries Act 2004.

10.2 In addition, prior to each annual general meeting, the Trustees will also prepare the annual plan for the next financial year, as set out in Kaupapa 7(2)(b), and an annual report, including any proposed constitutional changes, for any asset-holding company or subsidiary as set out in Kaupapa 7(2)(c).

10.3 **Consolidated Financial Statements**

The Trustees will cause proper Consolidated Financial Statements to be prepared for the Te Whānau a Apanui Group, which will be prepared in accordance with generally accepted accounting practices and must include the following in relation to the Te Whānau a Apanui Group:

- (a) a balance sheet;
- (b) an income and expenditure statement and notes to those documents;
- (c) as separate items:
 - (i) the details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director or trustee of a Trust Entity or committee member, pursuant to rule 6 of the Third Schedule);
 - (ii) details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer); and
 - (iii) details of any distributions made to Hapū Entities in accordance with clause 8,

so as to give a true and fair view of the financial affairs of the Te Whānau a Apanui Group for that Income Year.

10.4 **Audit of Consolidated Financial Statements**

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

10.5 **Appointment of auditor**

The auditor will be appointed by the Trustees prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor will also be fixed at that time. No Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Trust's accountant will not be appointed as the auditor.

11. DISCLOSURE OF PLANS, REPORTS AND MINUTES

11.1 Documents to be available for inspection

The Trustees will hold at their offices and make available for inspection by any Adult Registered Member of Te Whānau a Apanui during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;
- (d) the Five Year Plan;
- (e) the minute book kept in accordance with clause 13.14 of all decisions taken and business transacted at every annual general meeting and special general meeting
- (f) the Deed and any amendment to the Deed; and
- (g) the current constitutional documents or trust deed of each Trust Entity (if established).

11.2 Costs of copying

Any Adult Registered Member of Te Whānau a Apanui will be entitled to obtain copies of the information referred to in clause 11.1. However, the Trustees will also be entitled to recover at their discretion all reasonable copying or postage costs (if any) from that Adult Registered Member of Te Whānau a Apanui.

12. DISCLOSURE OF INFORMATION

12.1 Trust Information

The Trustees must, in compliance with sections 51 - 52 of the Trusts Act 2019 and with regard to the factors in section 53 of that Act, determine whether the presumption to notify Basic Trust Information or provide Trust Information on request does not apply.

12.2 Disclosure of Trust Information

For the avoidance of doubt, but subject to the Trustees reporting and review obligations set out in this Deed, the Trustees may, at their sole discretion and having regard to the factors in section 53 of the Trusts Act 2019, limit disclosure of:

- (a) the Basic Trust Information; or
- (b) any Trust Information,

including information about the activities or proposed activities of the Trustees and the Te Whānau a Apanui Group, which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

13. GENERAL MEETINGS

13.1 Trustees to hold annual general meeting

The Trust will, no later than eight (8) 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 the Trust, hold a general meeting for the Members of Te Whānau a Apanui, to be called its annual general meeting, and will at that meeting:

- (a) report on the operations of the Te Whānau a Apanui Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) announce the names of any retiring or newly appointed Trustees (as the case may be);
- (e) approve the appointment of the auditor for the next Income Year;
- (f) approve the Trustees' remuneration;
- (g) undertake all other notified business; and
- (h) at the discretion of the chairperson of the meeting, undertake any other general business raised at that meeting.

13.2 Approval of Trustees' remuneration and appointment of auditor

- (a) No remuneration will be paid to a Trustee in their capacity as a Trustee unless:
 - (i) that remuneration has been authorised by a resolution of Māngai passed in accordance with clause 13.11; and
 - (ii) each such resolution expresses the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee.
- (b) Clause 13.2(a) does not apply to any remuneration that may be paid to any Trustee in their capacity as:
 - (i) a director or trustee of any Trust Entity, which will be determined in accordance with clause 6.8; or
 - (ii) a member of a committee, appointed in accordance with rule 6 of the Third Schedule.
- (c) The appointment of the auditor for the next Income Year must also be authorised by a resolution of Māngai passed in accordance with clause 13.11.

13.3 Notice of annual general meeting

The Trustees will give not less than 21 days' notice of the holding of the annual general meeting, such notice to be:

- (a) sent (in the first instance) to all Adult Registered Members of Te Whānau a Apanui at the last email address shown for each such Adult Registered Member of Te Whānau a Apanui on the Te Whānau a Apanui Register. If notice sent to an email address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) inserted prominently on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Te Whānau a Apanui reside; and
- (c) posted on the website for the Trust and on any other relevant electronic or social media platforms,
- (d) and all such notices provided under this clause 13.3 will contain:
 - (i) the date, time and place of the meeting;
 - (ii) an agenda of matters to be discussed at the meeting; and
 - (iii) details of where copies of any information to be considered at the meeting may be inspected.

13.4 Notice of special general meetings

- (a) In addition to the annual general meeting of the Trust, the Trustees will convene a special general meeting of the Trustees for the Members of Te Whānau a Apanui on written request to the Trustees from:
 - (i) the majority of the Trustees then in office; or
 - (ii) a majority of the Hapū Entities recognised in accordance with clause 8 of this Trust Deed.
- (b) Notice of such a meeting will be given in the same manner as for a notice of the annual general meeting and those requesting the meeting will be required to provide a statement to the Trustees setting out:
 - (i) the purposes for which the meeting has been requested; and
 - (ii) the specific agenda items proposed for such a meeting.
- (c) The Trustees will not be required to give notice calling the meeting until such a statement with agenda items has been received.

13.5 Annual general meeting not limited to notified business

At the discretion of the chairperson of the meeting, 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.

13.6 Special general meeting limited to notified business

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

13.7 Invalidation

The proceedings of a meeting are not invalidated by the accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by, a Member of Te Whānau a Apanui.

13.8 Deficiency of notice

Subject to clause 13.6, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if the deficiency or irregularity is not material.

13.9 Quorum

The quorum required for any annual or special general meeting of the Trust will be a majority of Māngai present in person, and one or more Trustees present in person.

13.10 Chairing of meetings

The Chairperson for the time being of the Trust 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 will be the chair. If the Deputy Chairperson is also not present, then the Trustees present will elect one (1) of their number to substitute as the chairperson for that meeting.

13.11 Voting at an annual or special general meeting

With respect to voting at an annual or special general meeting, to the extent that a vote is sought or required, the following will apply:

- (a) On any date before the general meeting, each Hapū Entity will provide written notice to the Trustees identifying a person to act as their Māngai who:
 - (i) must be an Adult Registered Member from the relevant Te Whānau a Apanui Hapū; and
 - (ii) will have the ability to vote for that Hapū Entity at the general meeting, provided that, where a Hapū Entity does not provide written notice to the Trustees appointing a Māngai, or if there is no Hapū Entity recognised for any Te Whānau a Apanui Hapū as at the date of any general meeting there will be no Māngai for that Te Whānau a Apanui Hapū at the relevant general meeting.
- (b) Every Te Whānau a Apanui Hapū, through their Māngai that is present at a general meeting, will have one (1) vote.
- (c) Any resolution passed at a general meeting requires the approval of not less than a majority of Māngai that are present at the general meeting.
- (d) Voting at a general meeting held in accordance with this clause may be by voice or on a show of hands of the Māngai present.
- (e) the Trustees will be bound by any resolution passed by Māngai in accordance with this clause 13.11 at any annual or special general meeting in administering the Trust's Assets and carrying out the Trust's Purpose.

13.12 Adjourned meetings

If after one (1) 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 seven (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 after one hour from the time appointed for that adjourned meeting, the Adult Registered Members of Te Whānau a Apanui present will constitute a quorum.

13.13 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 or 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 and the meeting will be considered closed.

13.14 Minutes

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

13.15 Minutes to be evidence of proceedings

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

13.16 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 clauses 13.14 - 13.16 then, until the contrary is proven, the meeting will be deemed to have been properly convened and its proceedings to have been conducted properly.

14. DISCLOSURE OF INTERESTS

14.1 Definition of interested Trustee

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

- (a) is a party to, or will derive a material financial benefit from, that matter;
- (b) has a material financial interest in another party to the matter;
- (c) Is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trustees or any other entity in the Te Whānau a Apanui Group;
- (d) is the parent, child, spouse, de facto or civil union 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 interested in the matter.

14.2 Disclosure of interest to other Trustees

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

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

14.3 Recording of Interest

A disclosure of interest by a Trustee (and the nature and the extent or monetary value of that interest) will be recorded in the minute book and the interest register of the Trust.

14.4 Dealings with an interested Trustee

Unless the other Trustees holding office at the time pass a unanimous resolution to the contrary, an interested Trustee will not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor will the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.

15. ADVICE TO TRUSTEES

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

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional capacity or expertise.

15.2 Special Trust advisers

In accordance with section 74 of the Trusts Act 2019, the Trustees may, by a resolution passed by a majority of the Trustees, appoint a special trust adviser to advise the Trustees on any matter relating to the Trust.

16. LIABILITY OF TRUSTEES

A Trustee will only be personally liable for losses attributable to their dishonesty, gross negligence, wilful misconduct or any commission or omission of an act which commission or omission the Trustee knew or ought to have known was in breach of this Trust or of this Deed. In particular, no Trustee will be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach of the Trust.

17. INDEMNITY AND INSURANCE

17.1 Indemnity and insurance for Trustees

Any Trustee, officer or employee of the Trust may be indemnified or have their insurance costs met out of the Trust's Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions or omissions in relation to the Trust, where:

- (a) those proceedings do not arise out of any dishonesty, gross negligence or wilful misconduct by the Trustee, officer or employee or from any commission or omission of an act which commission or omission they knew, or ought to have known, to be in breach of this Deed; and
- (b) he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust's Purpose.

17.2 Indemnity and insurance costs to be just and equitable

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

17.3 Indemnity and insurance re specific trusts

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

17.4 Record of decisions

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs will be recorded in the minutes of the meeting of the Trustees 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.

18. TE WHĀNAU A APANUI NOT TO BE BROUGHT INTO DISREPUTE

18.1 Trustees not to bring into disrepute

No Trustee will act in a manner which brings or is likely to bring the Trust or any entity within the Te Whānau a Apanui Group into disrepute. Examples of actions (or omissions) include (but are not limited to):

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

18.2 Directors not to bring into disrepute

The Trustees will also ensure that Trust Entities are established on terms which provide that the directors or trustees of any such Trust Entity are not to act in a manner

which brings or is likely to bring the Trust or any entity in the Te Whānau a Apanui Group into disrepute.

18.3 Trustee may be censured or removed

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any entity in the Te Whānau a Apanui Group may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office, provided that, before any Trustee can be removed under this clause 18.3, the other Trustees will meet with the relevant Te Whānau a Apanui Hapū to discuss the issue and the dispute resolution process under clause 25 will be followed.

18.4 Censure or removal to be notified

The censure or removal of a Trustee pursuant to clause 18.3 will, together with reasons, be reported to the Members of Te Whānau a Apanui at the next annual general meeting of the Trust following such censure or removal.

18.5 Effect of Removal

A Trustee removed from office in accordance with clause 18.3 will cease to hold office as a Trustee forthwith and will not be entitled to be re-elected as a Trustee for a period of not less than three (3) years following his or her removal.

18.6 Power of attorney

Each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust's Assets to the other Trustees and any replacement trustee in the event that the Trustee is removed from office under clause 18.3.

18.7 Replacement of Trustee

Where a Trustee is removed in accordance with clause 18.3, this will give rise to a casual vacancy which will be filled in accordance with rule 4.4 of the Second Schedule.

19. GIFTS OR DONATIONS

19.1 Trustees may accept specific trusts

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any property upon trust for the purpose of the Trust or for any specific purpose that comes within the Trust's Purpose. Such a trust may include any trust for the benefit of the Members of Te Whānau a Apanui or any of them. Any property held by the Trustees pursuant to this clause will be dealt with in accordance with the terms of that trust and will not constitute part of the Trust's Assets.

19.2 Specific trusts to be separate

If the Trustees accept a trust for any specific purpose as outlined in clause 19.1 above they must keep the property subject to such trust and any income derived from it separate from the Trust's Assets, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

19.3 Use of Trust's Assets

The Trustees will not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees

may hold, and the Trustees will also not use the Trust's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

20. CUSTODIAN TRUSTEE

The Trustees may appoint or incorporate a Custodian Trustee in respect of all or any part of the Trust's Assets and on any such appointment or incorporation, sections 67 – 69 of the Trusts Act 2019 and the following provisions will have effect:

- (a) The Trustees shall require the Custodian Trustee to sign this Deed agreeing to be bound by its terms;
- (b) The Trust's Assets or part of may be vested in the Custodian Trustee as if the Custodian Trustee were sole Trustee;
- (c) The Custodian Trustee holds the title so vested in them or it on trust for the Trustees;
- (d) The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Deed will remain vested in the Trustees as fully and effectively as if there were no Custodian Trustee;
- (e) The sole function of the Custodian Trustee will be to hold the Trust's Assets, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the Custodian Trustee will execute any documents and perform any acts as the Trustees in writing direct and is liable to the Trustees for failing to do so;
- (f) The Custodian Trustee shall not be liable for acting on any such direction or any failure of the Trustees provided that if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the Custodian Trustee to any liability or is otherwise objectionable the Custodian Trustee may apply to the Court for directions and any order giving any such directions shall bind both the Custodian Trustee and the Trustees provided the Trustees are made parties to the proceeding;
- (g) The Custodian Trustee shall not be liable for any failure on the part of any of the Trustees to fulfil any of the Mandatory Duties or Default Duties (as applicable) or the Trustees' duties under section 68 of the Trusts Act 2019, provided the Custodian Trustee is not knowingly a participant in any dishonest, willful or grossly negligent breach of trust by such Trustee(s);
- (h) All actions and proceedings touching or concerning the Trust's Assets may be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees and, as between the Trustees and the Custodian Trustee, the Custodian Trustee shall not be liable for the costs and the Trustees shall indemnify the Custodian Trustee for such proceedings; and
- (i) No person dealing with the Custodian Trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.

21. AMENDMENTS TO DEED

21.1 Special Resolution required

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

21.2 Limitations on Amendment

No amendment will be made to this Deed which:

- (a) changes the Trust's Purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Members of Te Whānau a Apanui;
- (b) changes this clause 21.2;
- (c) changes clause 22;
- (d) changes the finally agreed definition of Member of Te Whānau a Apanui, Te Whānau a Apanui Ancestor, Te Whānau a Apanui Area of Interest, or Te Whānau a Apanui Claims after the Settlement Act has been passed;
- (e) changes the requirement for a Special Resolution (as defined from time to time) in clause 23;
- (f) changes the requirement in rule 3.1 of the Fourth Schedule that a Special Resolution can only be passed if it is approved by 75% of Te Whānau a Apanui Hapū; and
- (g) changes the membership and beneficiaries of the Trust.

21.3 Amendment to make definitions consistent with Deed of Settlement and the Settlement Act

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees to make the definition of Member of Te Whānau a Apanui, Te Whānau a Apanui, Te Whānau a Apanui Ancestor or Te Whānau a Apanui Claims the same as that set out in the final Deed of Settlement and the Settlement Act. If the Deed is amended due to operation of this sub-clause a Special Resolution passed in accordance with the Fourth Schedule is not required.

21.4 Consideration of proposals

Every Adult Registered Member of Te Whānau a Apanui may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this clause 21.4 must be in writing and addressed to the Chairperson at the registered office of the Trust. Any proposal put forward under this clause 21.4 must be considered by the Trustees at their next available meeting. If the proposal for an amendment to the Deed complies with clauses 21.2 and this 21.4, then the procedure outlined in the Fourth Schedule must be followed to vote on the proposal.

21.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with clauses 21.2 and 21.4, the Trustees may discard the proposal and the Trustees will not be required to call a hapū hui in accordance with the Fourth Schedule.

22. RESETTLEMENT

The Trustees have the power to settle or resettle any or all of the Trust's Assets upon trust in any manner in which, in the opinion of the Trustees is for the advancement or benefit of the present and future Members of Te Whānau a Apanui provided that the resettlement is approved by a Special Resolution.

23. TERMINATION OF TRUST BY MEMBERS

Subject to clause 21.2:

- (a) the Trust established by this Deed may be terminated or dissolved if the Te Whānau a Apanui Hapū have, by Special Resolution, resolved to do so; and
- (b) on the termination or dissolution of this Trust under this clause, the Trust's Assets after the payment of costs, debts and liabilities will be paid to another trust or entity that has been established for the benefit of the present and future Members of Te Whānau a Apanui.

24. KEEPING OF CORE DOCUMENTS

The Trustees must ensure that the Core Documents are held for the duration of the Trust in accordance with sections 45–48 of the Trusts Act 2019.

25. DISPUTE RESOLUTION

25.1 Disputes

In the event that a dispute arises between:

- (a) any Members of Te Whānau a Apanui; or
- (b) the Trustees and any Members of Te Whānau a Apanui; or
- (c) a Hapū Entity; or
- (d) any Te Whānau a Apanui Hapū and the Trustees or any Member of Te Whānau a Apanui,

regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and korero of Te Whānau a Apanui then that dispute will be referred in first instance to the Trustees.

25.2 Notice of Dispute

Disputes referred to the Trustees in accordance with clause 25.1 must be submitted to the Trustees by notice in writing. Such notice should include whether the dispute relates to:

- (a) the Trust generally;
- (b) any particular Te Whānau a Apanui Hapū;
- (c) a Hapū Entity; or
- (d) registration as an Adult Registered Member on the Te Whānau a Apanui Register,

and within 10 Business Days of the date of receipt of the notice, the Trustees will respond in writing acknowledging receipt of such notice.

25.3 Reference of dispute

Dependent on the nature of the dispute, the following processes will occur:

- (a) In the event that the dispute is in relation to the Trust generally, the Trustees will facilitate mediation with the relevant party or parties in an attempt to resolve the dispute.
- (b) In the event that the dispute is in relation to any particular Te Whānau a Apanui Hapū or Hapū Entity the Trustee/s elected by the relevant hapū (or all of the other Trustees if a dispute brought in relation to clause 18.3) will facilitate mediation with the relevant party or parties in an attempt to resolve the dispute.
- (c) If the dispute relates to registration on the Te Whānau a Apanui Register, it is to be resolved in accordance with paragraph 3.6 of the First Schedule.

If a dispute is not settled by way of mediation within 30 days of the receipt by the Trustees of written notice of the dispute in accordance with clause 25.2 then it will be referred to arbitration in accordance with clause 25.5.

25.4 Disputes relating to the Māori Fisheries Act

If the Trust is the Mandated iwi Organisation for Te Whānau a Apanui, Part 5 of the Māori Fisheries Act 2004 will also apply in relation to any disputes under the Māori Fisheries Act 2004.

25.5 Arbitration

If the dispute is not resolved by mediation under clause 25.3, then the dispute may be referred by either parties to arbitration before a sole arbitrator. For the purposes of article 11(2) of the First Schedule of the Arbitration Act 1996, if the parties are unable to agree upon an arbitrator within 5 days of referral to arbitration, then either party may request the Registrar of the Māori Land Court to make that appointment. Article 1 of the Second Schedule of the Arbitration Act is excluded. The costs of arbitration will be borne equally by the parties unless otherwise determined by the arbitrator.

26. RECOGNITION OF TRUST FOR FISHERIES AND AQUACULTURE

26.1 Recognition as a Mandated Iwi Organisation

The Trust may only be replaced as the Mandated Iwi Organisation where the following apply:

- (a) A Special Resolution is passed approving the new organisation as the Mandated Iwi Organisation for Te Whānau a Apanui; and
- (b) The new organisation complies with all relevant legal requirements including (but not limited to) the Māori Fisheries Act 2004 and the Settlement Act.

26.2 Recognition as an Iwi Aquaculture Organisation

The Trust may only be replaced as the Iwi Aquaculture Organisation where the following apply:

- (a) A Special Resolution is passed approving the new organisation as the Iwi Aquaculture Organisation for Te Whānau a Apanui; and
- (b) The new organisation complies with all relevant legal requirements including (but not limited to) the Māori Commercial Aquaculture Claims Settlement Act 2004 and the Settlement Act.

27. REVIEW OF THIS DEED

27.1 Review of Deed

The Trustees will, within five (5) years of the Settlement Date, initiate a review of the terms and operation of this Deed. This review includes (but is not limited to) a review of the arrangements relating to the election of Trustees and all other aspects of the representation of Te Whānau a Apanui by the Trust.

27.2 Deed review process

In conducting a review under this clause 27, and in order to seek the views of Te Whānau a Apanui on the terms and operation of this Deed and, in particular, the arrangements relating to the election of Trustees and all other aspects of the representation of Te Whānau a Apanui by the Trust, the Trustees will engage and consult with the Te Whānau a Apanui Hapū and will have regard to the kawa and tikanga of the Te Whānau a Apanui Hapū.

27.3 Review to be independently facilitated

The process of engagement and consultation required by clause 27.2 will be undertaken by an independent facilitator appointed by the Trustees. The role of the independent facilitator will be to:

- (a) liaise with the Trustees in the preparation of any discussion materials to be distributed to Te Whānau a Apanui Hapū;
- (b) facilitate hui with Te Whānau a Apanui Hapū;
- (c) receive, compile and review any written submissions received from Members of Te Whānau a Apanui; and
- (d) make recommendations to the Trustees as to the amendments that should be made to the Deed as a consequence of the information received from the process of engagement and consultation.

27.4 Outcome of review

Following the completion of the review and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 27.3, the Trustees will:

- (a) recommend amendments (if any) to this Deed; and
- (b) seek the approval of those amendments by Special Resolution.

SIGNED BY FRANCIS KERRY CAMERON

as an Establishment Trustee for Te Whānau a Haraawaka in the presence of:

Name:

Occupation:

Address:

SIGNED BY ORA BARLOW

as an Establishment Trustee for Te Whānau a Hikorukutai in the presence of:

Name:

Occupation:

Address:

SIGNED BY DONNA MICHELLE TAKITIMU

as an Establishment Trustee for Te Whānau a Tutawake in the presence of:

Name:

Occupation:

Address:

SIGNED BY MAKARAURIA MAX KEMARA

as an Establishment Trustee for Te Whānau a Nuku in the presence of:

Name:

Occupation:

Address:

SIGNED BY CATHERINE EDMONDS (KATARINA)

as an Establishment Trustee for Te Whānau a Rutaia in the presence of:

Name:

Occupation:

Address:

SIGNED BY LYNETTE PAREKURA (LYN)

as an Establishment Trustee for Te Whānau a Hinetekahu in the presence of:

Name:

Occupation:

Address:

SIGNED BY TIAKI RANGIKAWANOA PARATA (JACK)

as an Establishment Trustee for Te Whānau a Te Ehutu in the presence of:

Name:

Occupation:

Address:

SIGNED BY RAUKURA NGATORO (JOE)

as an Establishment Trustee for Te Whānau a Kaiaio in the presence of:

Name:

Occupation:

Address:

SIGNED BY INYS CALCOTT

as an Establishment Trustee for Te Whānau a Kahurautao in the presence of:

Name:

Occupation:

Address:

SIGNED BY MOANA WAITITI

as an Establishment Trustee for Te Whānau a Pararaki in the presence of:

Name:

Occupation:

Address:

SIGNED BY WILLIAM STIRLING TE AHO

as an Establishment Trustee for Te Whānau a Maruhaeremuri in the presence of:

Name:

Occupation:

Address:

SIGNED BY RIKA MATO

as an Establishment Trustee for Te Whānau a Kauaetangohia in the presence of:

Name:

Occupation:

Address:

SIGNED BY TINA POI

as an Establishment Trustee for Te Whānau a Tapaeururangi in the presence of:

Name:

Occupation:

Address:

FIRST SCHEDULE
TE WHĀNAU A APANUI REGISTER

1. TE WHĀNAU A APANUI REGISTER

1.1 Te Whānau a Apanui Register

The Trustees will establish, administer and maintain the Te Whānau a Apanui Register which should be held and administered in compliance with this First Schedule. Subject to any information that may be withheld at law (including (without limitation) under the Trusts Act 2019 and the Privacy Act 2020) the Te Whānau a Apanui Register will be available for inspection by any Adult Registered Member at the offices of the Trust.

1.2 Content of register

- (a) The Te Whānau a Apanui Register should include the following in relation to each Member of Te Whānau a Apanui that is registered:
 - (i) Full name.
 - (ii) Date of birth.
 - (iii) Postal address.
 - (iv) Email address.
 - (v) The Te Whānau a Apanui Hapū and Hapū Entity/s associated with that person.
- (b) The Trustees will allocate a beneficiary identification number for each Adult Registered Member. After allocation, the Trustees will immediately notify the relevant Adult Registered Member of their beneficiary identification number. Identification numbers may also be given to Members of Te Whānau a Apanui that are under 18.

2. APPLICATIONS FOR REGISTRATION

2.1 Form of application

All applications for registration as a Member of Te Whānau a Apanui must be made in writing to the Trustees in the form approved by the Trustees from time to time. The application must contain:

- (a) the full name, date of birth and postal address of the applicant;
- (b) the whakapapa (genealogical connections, including hapū affiliations) through which the applicant claims affiliation to Te Whānau a Apanui Hapū;
- (c) the Te Whānau a Apanui Hapū that the applicant considers they affiliate to (which for the avoidance of doubt, may be more than one Te Whānau a Apanui Hapū); and
- (d) such other evidence as that applicant considers is necessary to show affiliations to the Te Whānau a Apanui Hapū specified in its application form.

2.2 Persons making applications

An application for registration as a Member of Te Whānau a Apanui may be made by:

- (a) Members of Te Whānau a Apanui who are 18 years of age or over, on their own behalf or by their legal guardian; and
- (b) other Members of Te Whānau a Apanui who are under the age of 18 years, by their parent or legal guardian on their behalf.

3. DECISIONS AS TO MEMBERSHIP

3.1 Te Whānau a Apanui Hapū to validate registrations

- (a) On receipt of an application for registration made in accordance with rule 2.1 of this Schedule, the Trustees will forward such an application with accompanying evidence on to any Hapū Entity/s for the Te Whānau a Apanui Hapū identified in that application, so that the relevant Te Whānau a Apanui Hapū (assisted by their Hapū Entity) can make a determination in accordance with their tikanga on whether that person should be registered on the Te Whānau a Apanui Register as being affiliated to that Te Whānau a Apanui Hapū.
- (b) A Member of Te Whānau a Apanui may be included on the Te Whānau a Apanui Register as being affiliated to more than one Te Whānau a Apanui Hapū.

3.2 Evidence

- (a) On receipt of an application under rule 3.1, a Hapū Entity (on behalf of the relevant Te Whānau a Apanui Hapū) may request further evidence from the Trustees (by notice in writing) if the Te Whānau a Apanui Hapū reasonably considers that such evidence is necessary to confirm that applicant's status as a member of that Te Whānau a Apanui Hapū.
- (b) If the Trustees receive a written notice from the Hapū Entity pursuant to rule 3.2(a) of this Schedule, they will notify the applicant and seek such evidence, and once the evidence is received, it will pass this on to the Hapū Entity that has requested it.

3.3 Successful applications to be notified and registered

In the event that the relevant Te Whānau a Apanui Hapū decides that the application should be accepted then such decision will be notified in writing by the Hapū Entity (on behalf of the relevant Te Whānau a Apanui Hapū) to the Trustees, who will in turn notify the applicant and enter the applicant's name and other relevant details in the Te Whānau a Apanui Register.

3.4 Notification of unsuccessful applicants

In the event that the relevant Te Whānau a Apanui Hapū decides to decline the application then such decision shall be conveyed in writing by the Hapū Entity (on behalf of the Te Whānau a Apanui Hapū) to the Trustees together with the reasons for the decision. The Trustees will then notify the applicant in writing of the decision together with the reasons given for the decision.

3.5 Unsuccessful applicant may reapply

Any applicant whose application has been declined may at any time seek to have their application reconsidered 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 (1), any previous application) as to the applicant's status as a member of the relevant Te Whānau a Apanui Hapū.

3.6 Disputes as to membership

Where there is a dispute as to membership, including disputes raised by persons whose applications are not accepted, the dispute will be resolved as between the person and the relevant Hapū Entity (on behalf of the Te Whānau a Apanui Hapū) in accordance with the tikanga of the relevant Te Whānau a Apanui Hapū, provided that if that dispute is unable to be resolved, it may be referred by the person or the Hapū Entity to the disputes resolution process set out in clause 25.

4. MAINTENANCE OF REGISTER AND POLICIES

4.1 Trustees to establish policies

The Trustees will take such steps and institute such policies that are necessary to ensure that the Te Whānau a Apanui Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Te Whānau a Apanui.

4.2 Assistance in identifying membership:

- (a) In maintaining the Te Whānau a Apanui Register the Trustees will (in consultation with the Te Whānau a Apanui Hapū) include in the policies that it develops for assisting in the identification and registration of those Members of Te Whānau a Apanui that are not for the time being on the Te Whānau a Apanui Register.
- (b) Such policies will include policies as to the nature of the assistance that the Trustees will provide to those persons that believe that they are Members of Te Whānau a Apanui but for whatever reason are not able to establish such membership.
- (c) The Trustees will make ongoing efforts to ensure that Members of Te Whānau a Apanui are registered in accordance with this First Schedule.

4.3 Responsibility of Members of Te Whānau a Apanui:

It will be the responsibility of each person who is a Member of Te Whānau a Apanui (or in the case of those persons under 18 years, the parent or guardian of that person) to ensure that their name is included in the Te Whānau a Apanui Register and that their full email and postal address for the time being is provided and updated. Any Member of Te Whānau a Apanui may choose to terminate their registration of membership to Te Whānau a Apanui, by writing of their decision to the Trustees.

4.4 Consequences of registration:

Registration of any person in the Te Whānau a Apanui Register as a Member of Te Whānau a Apanui will be conclusive evidence of that person's status as a Member of Te Whānau a Apanui.

4.5 Availability of Te Whānau a Apanui Register

Subject to clause 12 and any other applicable restrictions at law, the Trustees will, on written request, make information on the Te Whānau a Apanui Register available to Members of Te Whānau a Apanui.

4.6 Policies for rights of customarily adopted Members of Te Whānau a Apanui

For the avoidance of doubt, the policy of the Trust is that all Members of Te Whānau a Apanui who have been customarily adopted in accordance with Te Whānau a Apanui tikanga will have the same rights as any other Member of Te Whānau a Apanui.

SECOND SCHEDULE
TRUSTEES OF THE TRUST

1. PROCEDURE

1.1 This Schedule to apply

The Trustees will be elected in accordance with the rules and procedures set out in this Schedule.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Eligibility

To be elected as a Trustee a person must be recorded in the Te Whānau a Apanui Register as an Adult Registered Member of Te Whānau a Apanui and be eligible in accordance with rule 2.4 of this Schedule to be elected.

2.2 Trustees may be directors or trustees

Subject to clause 6.5, a Trustee may be a director, officer, governing member or a trustee of a Trust Entity.

2.3 Trustees may not hold position of Chief Executive, employee or contractor

As set out in clause 5.3, a Trustee may not hold the position of Chief Executive nor be an employee of, nor a contractor to, any entity or trust in the Te Whānau a Apanui Group.

2.4 Further eligibility requirements

Notwithstanding the foregoing rules of this Schedule, an Adult Registered Member of Te Whānau a Apanui will not be eligible to be a Trustee if they:

- (a) are or 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);
- (b) are bankrupt and or has within the last five years been adjudicated bankrupt;
- (c) Refuses to consent to a police check;
- (d) are or ever have been convicted of an offence:
 - (i) that is a 'crime involving dishonesty' as defined in section 2(1) of the Crimes Act 1961;
 - (ii) regardless of the type of offence, is or has been sentenced to imprisonment for a term of two (2) or more years unless that person has obtained a pardon or is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004; or
 - (iii) 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);

- (e) are or becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or is subject to a property order under the Protection of Personal and Property Rights Act 1988;
- (f) are or ever have been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
- (g) are or have ever been removed as a trustee of a trust by order of a Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- (h) has a trustee corporation managing that person's property under section 32 or 33 of the Protection of Personal and Property Rights Act 1988; or
- (i) has within the last three (3) years been removed from the office of Trustee in accordance with clause 18.3.

3. COMPOSITION AND ELECTION OF TRUSTEES

3.1 Composition of Trustees

Each of the Te Whānau a Apanui Hapū will elect one (1) Trustee in accordance with the process set out in rule 3.2 of this Schedule so that there are a maximum of thirteen (13) Trustees on the Trust at any one time.

3.2 Election of Trustees

Trustees will be elected by Te Whānau a Apanui Hapū in accordance with their respective tikanga, which will be facilitated by the relevant Hapū Entities, provided that:

- (a) there can only be one (1) Trustee appointed to represent each of the thirteen (13) Te Whānau a Apanui Hapū;
- (b) any Trustee elected must meet eligibility requirements to be elected as a Trustee as set out at rule 2.1 of this Schedule;
- (c) each Te Whānau a Apanui Hapū (facilitated by their relevant Hapū Entity) will follow a nominations process that is in accordance with their respective tikanga, which must be outlined in the constitutional documents for the Hapū Entities;
- (d) each Hapū Entity must hold a hapū hui for the purposes of electing their representative Trustee, such hui to be notified 20 days in advance of the hui in the following manner:
 - (i) sent (in the first instance) to all Adult Registered Members of the relevant Te Whānau a Apanui Hapū at the last email address shown on the Te Whānau a Apanui Register;
 - (ii) inserted prominently on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Te Whānau a Apanui reside; and
 - (iii) posted on the website for the Trust and on any other relevant electronic or social media platforms,
- (e) all notices sent in accordance with rule 3.2(d) of this Schedule must contain:

- (i) the date, time and place of the meeting;
- (ii) the candidates for election at the hapū hui; and
- (iii) any other details relevant to the hapū hui and the election process.

3.3 Appointment of Trustee

- (a) Following each hapū hui conducted in accordance with rule 3.2 of this Schedule, the relevant Hapū Entity will notify the successful Trustee and other nominees in writing of the results of their hapū hui. Such notice will include the highest polling candidate for the office of Trustee.
- (b) Other than the Establishment Trustees, a person's term will commence as a Trustee on the Trustees' receipt of the written notice given in accordance with this rule 3.3.

4. TERM OF OFFICE

4.1 Retirement and rotation of Establishment Trustees

The Establishment Trustees shall, within six (6) months of the Deed of Settlement being executed, notify the Hapū Entities to hold elections for their Trustees in accordance with this Schedule.

4.2 Retirement and rotation of First Term Trustees

The First Term Trustees will hold office for the following periods, after which they will retire with further elections being held by the relevant Te Whānau a Apanui Hapū in accordance with rule 3.2 of this Schedule:

- (a) For the four (4) First Term Trustees elected by the hapū of:

- (i) Te Whānau a Tapaeururangi;
- (ii) Te Whānau a Kauaetangohia;
- (iii) Te Whānau a Pararaki; and
- (iv) Te Whānau a Maruhaeremuri,

from the date of their appointment until the conclusion of the annual general meeting of the Trust in the third Income Year following their appointment.

- (b) For the four (4) First Term Trustees elected by the hapū of:

- (i) Te Whānau a Kahurautao / Te Whānau a Rangiiirunga;
- (ii) Te Whānau a Kaiaio;
- (iii) Te Whānau a Te Ehutu; and
- (iv) Te Whānau a Hinetekahu (also known as Te Whānau a Toihau),

from the date of their appointment until the conclusion of the annual general meeting of the Trust in the fifth Income Year following their appointment.

- (c) For the five (5) First Term Trustees elected by the hapū of:

- (i) Te Whānau a Rutaia (also known as Ngāti Terewai) and Te Whānau a Rongomai;
- (ii) Te Whānau a Nuku (also known as Ngāti Horowai);
- (iii) Te Whānau a Tutawake (also known as Ngāti Paeakau and Te Whānau a Tuahiawa);
- (iv) Te Whānau a Hikorukutai (also known as Ngāti Horomoana); and
- (v) Te Whānau a Haraawaka,

from the date of their appointment until the conclusion of annual general meeting of the Trust in the sixth Income Year following their appointment.

4.3 Term following retirement of First Term Trustees

Following the retirement of the First Term Trustees in accordance with rule 4.1 of this Schedule, each Trustee will hold office for a period not exceeding three (3) years at which point each Trustee will retire.

4.4 Eligibility of retiring Trustees

Retiring Trustees will be eligible for re-election for a further term.

4.5 Casual vacancies

In the event that:

- (a) there be no person elected to replace a Trustee following that Trustee's retirement under rules 4.1 and 4.2 of this Schedule; or
- (b) a Trustee ceases to hold office under rule 5.1 of this Schedule prior to the expiry of any Trustee's term of office; and
- (c) the term to run for that vacant position in either 4.4(a) and 4.4(b) exceeds six months;
- (d) then that vacancy can be filled by the holding of a further election by the relevant Te Whānau a Apanui Hapū in accordance with this Schedule.

4.6 Term of casual appointments

In the case of an appointment made pursuant to rule 4.4 of this Schedule the Trustee thereby appointed will, as the case may be, hold office:

- (a) In the case of a Trustee appointed pursuant to rule 4.4(a) of this Schedule, for the same term as that Trustee would have been appointed had he or she been appointed, immediately following the retirement of the previous Trustee, under rule 4.4 of this Schedule; or
- (b) In the case of a Trustee appointed pursuant to rule 4.4(b) of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

5. TERMINATION AND CHANGES TO THE OFFICE OF TRUSTEES

5.1 Termination of office of Trustees

Notwithstanding the foregoing rules of this Schedule, a Trustee will cease to hold office if they:

- (a) retire from office by giving written notice to the Trustees
- (b) die;
- (c) complete their term of office and is not reappointed;
- (d) refuse to act;
- (e) fail to meet any of the eligibility requirements under rule 2 of this Schedule; or
- (f) are removed from office in accordance with clause 18.3.

5.2 Record of changes of Trustees

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

THIRD SCHEDULE
PROCEEDINGS OF TRUSTEE MEETINGS

1. TRUSTEES TO REGULATE MEETINGS

The Trustees will meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they consider necessary or expedient for the conduct of the affairs of the Trust. Not less than 40% of the Trustees may at any time by notice in writing to the Trustees summon a meeting of the Trustees and the Trustees will take such steps as are necessary to convene such meeting.

2. NOTICE OF MEETING

2.1 Notice to Trustees

Written notice of every meeting will be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least seven (7) days before the date of the meeting. However, it will not be necessary to give notice of a meeting of Trustees to any Trustee for the time being absent from New Zealand unless that Trustee has provided details of where they may be contacted while overseas. No notice will be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice

Every notice of a meeting will state the place, day and time of the meeting, and the agenda of the meeting.

2.3 Waiver of notice

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

2.4 Meeting limited to notified business

Subject to rule 2.3 of this Schedule, no business will be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.

2.5 Deficiency of notice

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

3. QUORUM

50% of the Trustees then in office will constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint

At the first meeting of the Trustees following an election, the Trustees will appoint one (1) of their number to be Chairperson, and (at their discretion) one to be Deputy Chairperson.

4.2 Voting on appointment

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).

4.3 Termination of office

The Chairperson (or Deputy Chairperson) will cease to hold office after an election of Trustees, in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office as the Chairperson (or Deputy Chairperson) by the Trustees 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 appointment in accordance with rule 4.1 of this Schedule will be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote

Unless stated otherwise in this Deed, questions arising at any meeting of Trustees will be decided by a majority of votes of Trustees present at a validly called meeting. In the case of an equality of votes, the Chairperson will have a second or casting vote. This rule expressly modifies the Default Duty in section 38 of the Trusts Act 2019.

5.2 Chairperson

The Chairperson will chair all meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, will chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present will elect one (1) of their number to be chairperson of the meeting.

5.3 Vacancies

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

5.4 Defects of appointment

All acts done by any meeting of the Trustees or of any committee appointed under rule 6.1 of this Schedule will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee 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.

5.5 Unruly meetings

If any meeting of Trustees 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 or 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.

6. APPOINTMENT OF COMMITTEES BY TRUSTEES

6.1 Trustees may appoint committees

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct, but such terms will include (as a minimum):

- (a) provision for the inquiry or function that the committee is being appointed to carry out; and
- (b) a requirement that the committee act in accordance with rules 6.2 and 6.3 of this Schedule and generally with the provisions of this Deed.

6.2 Committees to report to Trustees

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

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

6.3 Regulation of procedure by committees

Subject to these rules, the provisions of this Deed, and the terms on which any committee is established in accordance with rule 6.1, any committee established by the Trustees:

- (a) may include a persons who are not Trustees for the purposes of consultation and advice to the committee, who will be appointed by resolution of the Trustees;
- (b) may be wholly or partly revoked or modified by the Trustees at any time; and
- (c) must be continually reviewed and monitored by the Trustees.

7. WRITTEN RESOLUTIONS

A written resolution signed by a majority of the Trustees in office will be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one (1) or more of the Trustees.

8. MINUTES

8.1 Minutes to be kept

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

8.2 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 will be evidence of those proceedings.

8.3 Minutes to be evidence of proper conduct

Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule 8 then, until the contrary is proved, the meeting will be deemed to have been properly convened and its proceedings to have been properly conducted

9. TELECONFERENCE / ONLINE MEETINGS

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

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting will be entitled to notice of a teleconference or online meeting and to be linked for the purposes of such a meeting. Notice of a teleconference or online meeting may be given on the telephone or via electronic message;
- (b) throughout the teleconference or online meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the teleconference or online meeting each participant must acknowledge their presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the teleconference or online meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent;
- (e) a participant will be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference or online meeting unless they leave the meeting with the chairperson's express consent; and
- (f) a minute of the proceedings at a teleconference or online meeting will 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.

FOURTH SCHEDULE
PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. SPECIAL RESOLUTION

A Special Resolution will only be passed as set out in this Schedule.

2. VOTING

In order for a Special Resolution to be passed it must receive the approval of not less than 75% of the Te Whānau a Apanui Hapū (ie. not less than ten of the thirteen hapū). Each of the Te Whānau a Hapū must determine whether they approve of a Special Resolution (or otherwise) by conducting a hapū hui in accordance with this Schedule.

3. NOTICE

Where a Special Resolution is required under rule 1 of this Schedule, each Trustee will ensure that the following processes are undertaken in order to vote on the resolution:

- (a) Each Te Whānau a Apanui Hapū must hold a hapū hui for the purposes of voting on the Special Resolution, such hui to be notified 20 days in advance of the hui in the following manner:
 - (i) sent (in first instance) to all Adult Registered Members of the relevant Te Whānau a Apanui Hapū at the last email address shown on the Te Whānau a Apanui Hapū Register;
 - (ii) inserted prominently on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Te Whānau a Apanui reside; and
 - (iii) posted on the website for the Trust and on any other relevant electronic or social media platforms.
- (b) all notices sent in accordance with rule 3(a) of this Schedule must contain:
 - (i) the date, time and place of the meeting;
 - (ii) the Special Resolutions to be voted on at the hapū hui; and
 - (iii) any other details relevant to the hapū hui and the Special Resolutions or where such information can be accessed by Members of Te Whānau a Apanui.
- (c) At the next Trustee Meeting following the hapū hui held in accordance with this rule 3, the relevant Trustee will notify the remaining Trustees of the results of the vote from their hapū hui.
- (d) For the avoidance of doubt, the requirement for Hapū Entities to hold a hapū hui for the purposes of voting on a Special Resolution, does not prevent the Hapū Entity from engaging with or seeking votes from the Members of the Hapū through any other additional means (such as postal or online voting) as they see fit.

4. RESULTS

If 75% of Te Whānau a Apanui Hapū are in support of the Special Resolutions, then they will be considered passed and the Trustees will notify the results of the Special Resolution by sending them to the last known email address of each Adult Registered Member and by posting the results on their website and any other relevant electronic or social media platforms.

FIFTH SCHEDULE

FISHERIES AND AQUACULTURE ASSETS

1. INCOME SHARES AND SETTLEMENT QUOTA

- 1.1 This schedule does not apply to transfers of Fisheries Assets between entities within the Te Whānau a Apanui Group provided that those entities comply with the relevant provisions of the Māori Fisheries Act 2004.
- 1.2 Any proposal in relation to the disposal of Income Shares under section 70 of the Māori Fisheries Act 2004 or in relation to the disposal of Settlement Quota under sections 159, 162 or 172 of the Māori Fisheries Act 2004 may only proceed if a Special Resolution is passed in accordance with the rules of the Fourth Schedule.

2. ASSET HOLDING COMPANY

The Trustees must ensure that there is at least one Trust Entity that is an Asset Holding Company, and that, to the extent and for so long as is required by the Māori Fisheries Act 2004, the Asset Holding Company is wholly owned by the Trustees and performs the functions and complies with the requirements set out in sections 16 and 17 of the Māori Fisheries Act 2004.

3. FISHING OPERATION

- 3.1 If the Trustees wish to have their own fishing operation to harvest, process or market fish using annual catch entitlements from their Settlement Quota, or to be involved in a joint venture for such purposes, they must ensure that there is a Fishing Enterprise separate from, but responsible to, the Trustees to undertake such operations.
- 3.2 A Fishing Enterprise set up to undertake such operations must be a separate entity from any Asset Holding Company, or subsidiary established by an Asset Holding Company, that holds any Settlement Quota or Income Shares.

4. COMPLIANCE WITH MĀORI FISHERIES ACT 2004

The Trustees will at all times comply with the provisions of the Māori Fisheries Act 2004, unless otherwise provided in the Settlement Act.

5. AQUACULTURE ASSETS

- 5.1 For the purposes of rules 6 and 7 of this Schedule, the terms “Settlement Assets”, “authorisations” and “coastal permits” have the meaning given to those terms by the Māori Commercial Aquaculture Claims Settlement Act 2004.
- 5.2 Any proposal in relation to the transfer of authorisations or coastal permits that are Settlement Assets may only proceed if a Special Resolution has been passed in accordance with the Second Schedule.
- 5.3 This schedule does not apply to transfers between entities within the Te Whānau a Apanui Group, provided that those entities comply with the relevant provisions of the Māori Commercial Aquaculture Claims Settlement Act 2004.

6. COMMERCIAL AQUACULTURE ACTIVITIES

If the Trustees undertake any commercial aquaculture activities (as that term is used in the Māori Commercial Aquaculture Claims Settlement Act 2004) and to hold Aquaculture Assets, they must first establish a Trust Entity to undertake those activities, which may be the Asset Holding Company established pursuant to rule 2 of this Schedule.

7. STRATEGIC GOVERNANCE

7.1 The Trustees must exercise strategic governance over:

- (a) the Asset Holding Company;
- (b) any other Trust Entity that hold Fisheries Assets; and
- (c) any Trust Entities that hold Aquaculture Assets or carry on aquaculture activities pursuant to rule 6 of this Schedule.

7.2 In addition to the reporting requirements for Trust Entities set out in this Deed, the Trustees will ensure that the entities described at rules 7(a) - 7(c) above, include the following additional information in each Trust Entity Annual Report for approval by the Trustees in accordance with clause 6.11:

- (a) Key strategies for use and development of Fisheries Assets and Aquaculture Assets (where applicable).
- (b) The expected financial returns on any Fisheries Assets and Aquaculture Assets (as applicable).
- (c) Any programme to (as applicable):
 - (i) manage the sale of annual catch entitlements derived from Settlement Quota held by that entity or any of its subsidiaries; or
 - (ii) reorganise the Settlement Quota held by that Trust Entity or its subsidiaries including through buying and selling Settlement Quota in accordance with the Māori Fisheries Act 2004.