



**TE ĀTIAWA**  
*O TE WAKA-A-MĀUI*

**DEED OF TRUST**

# Te Ātiawa o Te Waka-a-Māui Trust

Deed of Trust  
Adopted *4<sup>th</sup> June* 2013



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DEED Dated 2012

**BETWEEN**

Susan Glenice Paine  
Ronald Keith Riwaka

As Settlers

Cindy Lou Batt  
Venessa Patricia Charmon Turama Ede  
John Pire Katene  
Jon Tamarere McGregor  
Susan Glenice Paine  
William Tahuaroa Reeves  
Ronald Keith Riwaka  
Te Hawe Harvey Ruru  
Ngawaina Joy Shorrock  
Neville Karira Watson Tahuaroa

Or such other persons being those ten (10) persons who are Trustees of the Charitable Trust on the date of the signing of this deed

As Trustees

**BACKGROUND**

- A. Te Ātiawa o Te Waka-a-Māui Trust recognises that the Tūpuna of all its Members at one time came under the name of Ngāti Awa. Through the years the name of Ngāti Awa has evolved to where many of the descendants of these Tūpuna now go by the tribal name of Te Ātiawa. It is also recognised that many continue to go by the name Ngāti Awa.
- B. Te Ātiawa o Te Waka-a-Māui Trust acknowledges Te Ātiawa Tūpuna who signed, on our behalf, the Treaty of Waitangi – the founding document of Aotearoa that established the partnership relationship between Te Ātiawa and the Crown.
- C. This Deed establishes Te Ātiawa o Te Waka-a-Māui Trust to act, amongst other things, as the Mandated Iwi Organisation of Te Ātiawa o Te Waka-a-Māui for the purposes of the Māori Fisheries Act 2004 and to act as the Iwi Aquaculture Organisation for the purpose of the Māori Commercial Aquaculture Claims Settlement Act 2004.
- D. This Deed also establishes Te Ātiawa o Te Waka-a-Māui Trust to act as the post-settlement governance entity for the purpose of receiving, holding and managing on behalf of the Iwi, the redress provided by the Crown in settlement of historical Treaty claims.
- E. This Deed sets out the functions and purposes, and provides for the control, governance and operation of Te Ātiawa o Te Waka-a-Māui Trust.

## TRUST TERMS

### 1. INTERPRETATION

#### Definitions

1.1 In this Deed, unless the context otherwise requires:

**Advisory Trustee** means a person appointed as an Advisory Trustee under Clause 4.27 of this Deed.

**Adult Member** means a Member of Te Ātiawa o Te Waka-a-Māui who is 18 years and over.

**Adult Registered Member** means an Adult Member of Te Ātiawa o Te Waka-a-Māui Trust who is registered on the Members' Register.

**Ancestor of Te Ātiawa o Te Waka-a-Māui** means:

- a) the original Ngātiawa/Te Ātiawa owners of the Native Reserve Lands in the area of interest including Tenths Reserves, Occupation Reserves, Original Native Title Blocks, Landless Native Reserves and Ngātiawa Crown Grants; or
- b) one or more other tūpuna/tupuna who is recognised as Ngātiawa/Te Ātiawa and who exercised customary rights predominantly in relation to the area of interest of the Te Ātiawa o Te Waka-a-Māui at any time after 6 February 1840 as established by census records, Native Land Court/Maori Land Court records or other archives; and
- c) includes those tūpuna/tupuna listed in Schedule 3 of this deed.

**Application for Membership Form** means the form used from time to time by the Trustees to enter the details of Members of Te Ātiawa o Te Waka-a-Māui on the Members' Register.

**Aquaculture Agreement** has the meaning given to it in section 186ZD of the Fisheries Act 1996.

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

**AGM of the Trustees** means that meeting held once a year, being the first meeting of the Trustees following the Annual General Meeting, or held on such other date as the Trustees agree or adjourn such meeting to, at which the Chairperson and Vice Chairperson are appointed and at which other business as required to be carried out at an AGM of the Trustees is carried out.

**Area of Interest** means that area of the South Island of New Zealand as shown on the map in schedule 8 to this Deed and more particularly described as from Fisherman's Rock through the North West Trough as the head lies near the centre line of Tasman Bay over to Farewell Spit down past Pillar Island along the Te Tai Tapu Coast to Karamea Bight and up the Buller River inland to Lake Rotoiti and Rotoroa and then out to Lake Grassmere, over to the Cooks Canyon and back to Fisherman's Rock.

**Assets** mean Trust property of any kind, whether tangible or intangible, but excludes Settlement Quota, Income Shares and Aquaculture Settlement Assets.

**Asset Holding Company** means a company established by the Trust in accordance with paragraph 2 of Schedule 4 of the Deed which meets the requirements for a company defined in the MF Act as an asset-holding company and includes any subsidiary of the asset-holding company.

**Associate** means an Adult Member appointed in accordance with clause 4.4 of this Deed.

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

**Charitable Trust** means Te Ātiawa Manāwhenua Ki Te Tau Ihu Trust being a trust incorporated under the Charitable Trusts Act 1957.

**Confidential Information** means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Te Ātiawa o Te Waka-a-Māui and also includes any information involving personal, private, employment or other sensitive information where disclosure is inappropriate.

**Descended** means that a person is descended from another person by:

- (a) birth; or
- (b) customary adoption in accordance with Te Ātiawa o Te Waka-a-Māui Tikanga where a person customarily adopted is able to whakapapa in their own right to a direct blood descendant of an Ancestor of Te Ātiawa o Te Waka-a-Māui; or
- (c) by legal adoption.

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

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

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

**Fishing Enterprise** means a fishing enterprise established by the Trust under paragraph 8 of Schedule 4 of the Deed to utilise annual catch entitlement from its Settlement Quota.

**General Meeting** means an annual general meeting or a special general meeting convened and conducted in accordance with clause 7.

**Income Share** means an income share within the meaning of the MF Act that is allocated and transferred to the Asset Holding Company on behalf of Te Ātiawa o Te Waka-a-Māui by Te Ohu Kai Moana Trustee Limited.

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



**Iwi** means Te Ātiawa o Te Waka-a-Māui.

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

**Major Transaction** means:

- (a) The acquisition of, or an agreement to acquire, whether contingent or not, property by the Trust or a Trust Entity the value of which is more than 50% of the value of the Trust's Assets, or assets of the Trust Entity as the case may be, before the acquisition; or
- (b) The disposition of, or an agreement to dispose of, whether contingent or not, property by the Trust or a Trust Entity the value of which is more than 50% of the value of the Trust's Assets, or assets of the Trust Entity as the case may be, before disposition; or
- (c) A transaction that has or is likely to have the effect of the Trust or Trust Entity acquiring rights or interests or incurring obligations or liabilities, including contingent liabilities, the value of which is more than 50% of the value of the Trust's Assets, or assets of the Trust Entity as the case may be, before the transaction;
- (d) The disposition by the Trust or any Trust Entity of, or an agreement to dispose of, the Income Shares or Settlement Quota, other than a short-term leasing of the Settlement Quota;

but does not include:

- (e) Entry into the Trust Deed and any shareholders' agreement;
- (f) 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 Trust Entity); or
- (g) Any acquisition or disposition of property by the Trust or a Trust Entity from or to any Trust Entity; and

regard must be had to all circumstances that the Trust knows, or ought to know, affect, or may affect, the value of the contingent liability;

- (ii) reliance may be placed on estimates of the contingent liability that are reasonable in the circumstances; and
- (iii) account may be taken of:
  - (aa) the likelihood of the contingency occurring; and
  - (bb) any claim that the Trust or Trust Entity is entitled to make and can reasonably expect to be met to reduce or extinguish the contingent liability.

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

**MCACSA** means the Māori Commercial Aquaculture Claims Settlement Act 2004.

**Member** means every individual who is referred to in the definition of Te Ātiawa o Te Waka-a-Māui

**Members' Register** means the register of Te Ātiawa o Te Waka-a-Māui held and maintained by the Trust in accordance with clause 5.

**MF Act** means Māori Fisheries Act 2004.

**Perpetuity Period** means the period that commences on the date of this Deed and ends eighty (80) years less one (1) day after the date of this Deed, that period being the period specified for the purposes of section 6 of the Perpetuities Act 1964, or (if another period is specified in legislation) that other period.

**Private Notice** means a notice:

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

**Public Notice** means a notice:

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

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

**Registered Member** means any Member of Te Ātiawa o Te Waka-a-Māui who is entered in the Members' Register.

**"Returning Officer"** means as the context requires the person appointed from time to time as returning officer for the purposes of voting in accordance with Schedule one.

**Secretary** means any person appointed under clause 4.14 to perform general secretarial and administrative functions for the Trust.

**Settlement Cash Assets** means money allocated and transferred to the Trust pursuant to section 137(1)(f) of the MF Act by Te Ohu Kai Moana Trustee Limited.

**Settlement Quota** means the quota shares within the meaning of the MF Act that are allocated and transferred to an Asset Holding Company on behalf of Te Ātiawa o Te Waka-a-Māui by Te Ohu Kai Moana Trustee Limited.

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

**Te Ātiawa o Te Waka-a-Māui** means the collective group composed of individuals who are Descended from an Ancestor of Te Ātiawa o Te Waka-a-Māui, and includes:

- (a) those individuals; and
- (b) any whānau, hapū, or group to the extent that it is composed of individuals referred to in clause (a).

**Te Kāwai Taumata** means the group of that name established under the MF Act.

**Te Ohu Kai Moana Group** has the meaning given to it in the MF Act.

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

**Te Pūtea Whakatupu Trustee Limited** means the company of that name formed under the MF Act.

**Te Wai Māori Trustee Limited** means the company of that name formed under the MF Act.

**Tikanga** means the customary values and practices of Te Ātiawa o Te Waka-a-Māui.

**Trust** means Te Ātiawa o Te Waka-a-Māui Trust established by this Deed.

**Trust's Assets** means all property of the Trust and Trust Entity of any kind, whether tangible or intangible.

**Trustee Election** means any election conducted in accordance with Schedule 1 of this Deed to elect Trustees to the Trust.

**Trust Entity** means:

- (a) an Asset Holding Company;
- (b) a Fishing Enterprise;
- (c) a wholly owned or controlled company, trust or other entity established by the Trust for the purpose of receiving, holding and managing any property transferred from the Crown directly or indirectly to the Trust on behalf of the Iwi in settlement of historical Treaty claims;
- (d) a wholly owned or controlled company, trust or other entity established by the Trust for any specified purpose; and

includes any Subsidiary of a Trust Entity that is wholly-owned or wholly controlled.

**Trust Fund** means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed whether or not received in the manner described in clause 3.1.

**Trustees** means the persons elected or appointed under clause 4.

**Whakapapa Committee** means the committee appointed under clause 9.3.

**Whangai** means

- (a) those persons adopted by a Member of Te Ātiawa o Te Waka-a-Māui by customary adoption in accordance with Te Ātiawa o Te Waka-a-Māui tikanga where a person customarily adopted is able to whakapapa in their own right to a direct blood descendant of an Ancestor of Te Ātiawa o Te Waka-a-Māui; or
- (b) by legal adoption.

**Working Day** means the period from 9am to 5pm on a day other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, and Labour Day; or
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (e) the days observed as the anniversary of the province of Marlborough and Nelson.

### **Interpretation of Schedules**

1.2 In the interpretation of each schedule to the Deed, unless the context otherwise requires:

- (a) terms or expressions have the meanings given to them by the Deed; and
- (b) a reference to a paragraph is a reference to a paragraph of that schedule.

### **Statutes**

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

### **General References**

1.4 References in the Deed to:

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

### **Headings**

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

## **2. ESTABLISHMENT OF TRUST**

### **Acknowledgement of Trust**

2.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is Te Ātiawa o Te Waka-a-Māui Trust.

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### 3. KAUPAPA/OBJECTS

3.1 The Kaupapa of the Trust (or the Objects of the Trust) shall be to receive, hold, manage and administer the Trust Fund on behalf of and for the benefit of present and future Members irrespective of a Members place of residence and shall without limitation include:

- (a) the promotion amongst the Iwi of the educational, spiritual, economic, social and cultural advancement and well-being of the Iwi;
- (b) the promotion amongst the Iwi of the health and well-being of the Iwi including the aged or those suffering from mental or physical sickness or disability;
- (c) the promotion and advancement of the social and economic development of the Iwi 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 the Iwi;
- (d) the maintenance and establishment of places of cultural or spiritual significance to the Iwi;
- (e) the promotion of a tribal forum to hear and determine matters affecting the Iwi and to advocate on their behalf;
- (f) acting as the Mandated Iwi Organisation and Iwi Aquaculture Organisation for the Iwi for Māori fisheries and aquaculture settlement purposes;
- (g) acting as the post-settlement governance entity for the Iwi for Treaty of Waitangi historical claims settlement purposes;
- (h) the distribution of income to Members;
- (i) any other purpose that is considered by the Trustees from time to time to be beneficial to the Iwi; and
- (j) directly receiving and holding on behalf of the Iwi, on the trusts set out in this clause, the assets or funds provided as a result of Treaty of Waitangi historical claims settlement purposes; and
- (k) hold and deal with assets and carry out activities as set out under the incidental Kaupapa/Objects in Schedule 4 to this Deed.

#### Strategic Governance

3.2 The Trustees must exercise strategic governance over:

- (a) its Asset Holding Companies, any Fishing Enterprise, and all other Trust Entities; and
- (b) the process to examine and approve annual plans that set out:
  - (i) the key strategies for the use and development of Fisheries Settlement Assets of Te Ātiawa o Te Waka-a-Māui and any assets received from the Crown in respect of the Treaty of Waitangi historical claims settlement;
  - (ii) the expected financial return on those Fisheries Settlement Assets and Historical Claims Settlement assets;

- (iii) any programme to:
  - (aa) manage the sale of annual catch entitlements derived from the Settlement Quota held by the Asset Holding Companies; and
  - (bb) reorganise the Settlement Quota held by the Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the MF Act,

but this clause 3.2 or any other provision of this Deed shall not prevent the Trust or any Trust Entity or Subsidiary from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1.

#### **Receipt of Assets Under MCACSA**

- 3.3 The Trustees acknowledge the Trust is the permitted successor to the Charitable Trust to receive entitlements in respect of pre-commencement space under the Binding Allocation Agreement dated 6 May 2009 relating to Agreed Percentages for the allocation and transfer of certain Settlement Assets under the Māori Commercial Aquaculture Claims Settlement Act 2004.

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

### **Number of Trustees**

- 4.1 The first Trustees shall be those ten (10) persons who are Trustees of the Charitable Trust on the date of the signing of this deed. Those first Trustees shall remain in office until their term expires as provided for in Schedule 2.
- 4.2 Except for the first Trustees, the Trust shall have eight (8) Trustees, all of whom must be:
- (a) elected in accordance with Schedule 1 and for the transition from the first Trustees also in accordance with Schedule 2;
  - (b) Adult Registered Members;
  - (c) resident in Te Tau Ihu for at least 6 months prior to nomination and remain resident in Te Tau Ihu throughout his or her term.
- 4.3 All Trustees represent the interests of all Members of Te Ātiawa o Te Waka-a-Māui, irrespective of where those Members reside.

### **Associates**

- 4.4 The Trustees may appoint up to two (2) Adult Registered Members to act as Associates, whose role is to attend meetings of the Trustees, to assist the Trustees in their deliberations and to perform other such duties as the Trustees from time to time may decide. Associates:
- (a) shall have none of the powers or liabilities of Trustees under this Deed, and in particular, no voting rights as Trustees;

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- (b) shall be appointed in writing by the Trustees for a term not exceeding 12 months (though shall be eligible for re-appointment at the conclusion of their term if the Trustees so decide);
- (c) shall comply with and be bound by clauses 4.19 to 4.26 as if they were Trustees but read with the necessary changes;
- (d) may be removed from their position at any time by a resolution in writing of the majority of Trustees; and
- (e) shall be appointed on the basis of their individual skills and expertise.

#### **Eligibility for Office of Trustee**

4.5 In addition to all other qualifications for offices of Trustees set out in this Deed or required by law no person will be eligible for office if that person:

- (a) is subject to an order under the Protection of Personal and Property Rights Act 1988 that is currently in force; or
- (b) is a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
- (c) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961 or an offence under section 373(4) of the Companies Act 1993; or
- (d) has ever been convicted of an offence for which he or she has received a sentence of imprisonment.

#### **Cessation and Suspension of Office of Trustee**

4.6 Any person shall **cease** to be a Trustee if he or she:

- (a) shall have been in office for more than three years since his or her election (see Schedule 1 paragraph 7(b)); or
- (b) resigns as a Trustee by giving notice in writing to the other Trustees; or
- (c) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or
- (d) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
- (e) becomes a bankrupt; or
- (f) is 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; or
- (g) is convicted of an offence for which he or she has been sentenced to a term of imprisonment; or

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- (h) ceases to meet the criteria for election as a Trustee for which he or she has been elected; or
- (i) ceases to be resident in Te Tau Ihu; or
- (j) dies.

4.7 The Trustee concerned shall cease to hold office:

- (a) in a case where sub-clause 4.6(a) applies, from the end of the day three years after the date on which that Trustee was last elected to office;
- (b) in a case where sub-clause 4.6(b) applies, from the date the notice of retirement shall have been delivered to the Trustees;
- (c) in the case where sub-clause 4.6(c) applies, from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave;
- (d) in cases where sub-clauses 4.6(d) to 4.6(i) apply, from the date on which the Trustees were notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require; and
- (e) the remaining Trustees shall decide if there is a sufficient basis for any Trustee to have been ineligible to stand as a Trustee or meets the criteria for cessation of office and shall from the date of that decision exclude that Trustee from acting as a Trustee and that Trustee shall return all property, papers and other information belonging to or obtained through the Trust to the Chairperson forthwith.

4.8 Should a vacancy reduce the number of Trustees to four (4), the vacancy shall be filled as soon as practicable by election held in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under sub-clause 4.6(a)) shall continue to act until that vacancy has been filled.

4.9 Any person may be suspended as a Trustee if:

- (a) in the opinion of the other Trustees, there is reasonable cause to suspect that the Trustee was either ineligible for office under clause 4.5 of this Deed; or
- (b) the Trustee concerned is being investigated as to any of the matters set out in clause 4.6 of this Deed (relating to reasons for cessation of office); or
- (c) in the opinion of the other Trustees there is reasonable cause to suspect that the Trustee is not eligible to continue in office or the investigation or other matters relating to the reasonable cause to suspect are bringing or likely to bring the Trust into disrepute.
- (d) Before making any decision under this clause the other Trustees will give that Trustee a reasonable opportunity to explain his or her position.
- (e) Any Trustee suspended under this clause may challenge the suspension using the disputes procedures outlined in clause 9 of this Deed.

**General Powers of Trustees**

4.10 To achieve the Kaupapa/Objects of the Trust:

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- (a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;
- (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund including, for the avoidance of doubt, but subject to complying with the applicable provisions of the MF Act and the Māori Commercial Aquaculture Claims Settlement Act 2004, the acquisition and disposition of Settlement Quota, Income Shares and Aquaculture Settlement Assets;
- (c) in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- (d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- (e) if any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any monies in accordance with any decision made by the Trustees under this clause 4.10;
- (f) the Trustees may at any time after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;
- (g) if any income of any financial year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year or at any time up to the last day for filing the Trust's tax return or on which the Trust's tax return is filed (whichever is the latest), the Trustees must accumulate that income and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and
- (h) the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1.

#### **Specific Powers of Trustees**

4.11 The Trustees shall have powers in addition to Clause 4.10 of this Deed:



- (s) to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustees or falling due in future;
- (t) in relation to any share or other security that is part of the Trust Fund:
  - (i) to exercise any voting or controlling or decision-making rights or powers attaching to it; and
  - (ii) to concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;
- (u) to advertise the Trust and the Kaupapa/Objects;
- (v) to employ a Chief Executive Officer;
- (w) to appoint or engage any individual or company for any period;
  - (i) as an expert or professional person or entity to advise the Trustees and to act upon their opinion or advice;
  - (ii) to implement decisions of the Trustees;
  - (iii) as an attorney for the Trustees in New Zealand or elsewhere for all or any of the purposes Kaupapa/Objects of the Trust;
- (x) to determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust, or to apply for directions under section 66 of the Trustee Act 1956;
- (y) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Kaupapa/Objects; and
- (z) to pay any costs or expenses incurred in the course of the Trustees discharging, carrying out or exercising any of their duties and powers.

#### 4.12 Management of the Trust – General

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trustees, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of Chief Executive of the Trust.
- (c) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trustees.
- (d) **Human Resources Advisory Committee**

The appointment of:

- (i) A Director of any Company that is a Trust Entity; or
- (ii) a Trustee of the Charitable Trust as provided for in the Deed of the Charitable Trust; or
- (iii) an Associate Trustee; or
- (iv) an Advisory Trustee:

shall be made by the Trustees after receiving recommendations from the Human Resources Advisory Committee consisting of four (4) persons who are not Trustees but whom the Trustees consider have the appropriate skills and background to make such recommendations.

- (e) Recommendations by the Human Resources Advisory Committee shall be made on the basis that candidates have the mix of skills and expertise that are required of a member of that particular board and/or Trust.
- (f) No Trustee may be appointed as an officer or employee of the Trust and no employee or officer shall be appointed as a Trustee nor shall a Trustees be appointed a Director of a Subsidiary or Trust Entity including an Asset Holding Company for the purposes of the MF Act and as provided for in Schedule 4 to this Deed.
- (g) The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Members of Te Ātiawa o Te Waka-a-Māui and in any website, letterhead, formal written contract or printed publication of the Trustees.

#### 4.13 Meetings of Trustees

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than 4 times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- (c) In the event of an equality of votes the Chairperson shall have a second or casting vote.
- (d) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.
- (e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 10 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted. If the Chairperson, or in the Chairperson's absence the Vice Chairperson, considers

the subject matter of the meeting to be convened is one of urgency then the notice given may be less than 10 Working Days in which case all Trustees will be notified personally, i.e. the Chairperson must be satisfied that notice to each Trustee as set out in this clause has actually been received by each Trustee either orally or in writing.

- (f) Five (5) Trustees shall constitute a quorum for a Meeting of Trustees except where the number of Trustees has fallen to five (5) or below when the quorum will be all of the Trustees in which case those trustees may only act in accordance with sub clause (g) of this clause.
- (g) The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is four (4) or below the Trustees may act only for the purposes of increasing the number of Trustees to that number as outlined in clause 4.8 or calling a General Meeting pursuant to clause 7.
- (h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 4.13 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
  - (i) Each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting.
  - (ii) Each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting.
  - (iii) At the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge his or her attendance.
  - (iv) A Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so.
  - (v) A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (i) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.
- (j) If the proceedings of meetings of Trustees have been held in committee or in camera the minutes of those discussions and decisions will remain confidential to the Trustees and only be released to anyone other than a Trustee by resolution of the Trustees or as required by law. Meetings may only be held in Committee or in camera in respect of Confidential Information.

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- (k) Copies of all minutes and Trust records (other than as set out in clause 4.13(j)) will be available for inspection at the Trust's office during normal business hours of the office. A reasonable fee may be charged for copying and postage and time spent in obtaining and providing the documents.

#### 4.14 Chairperson, Vice Chairperson and Secretary

- (a) The Trustees shall elect one Trustee to act as Chairperson from year to year.
- (b) The Trustees may also elect one Trustee to act as Vice Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairperson the Vice Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.
- (c) The Trustees shall appoint a non-voting Secretary who is not a Trustee or Associate on the terms to be determined by the Trustees.

#### 4.15 Delegation of Powers

- (a) The Trustees may delegate in writing to any Trustee, committee of Trustees, or employee who is the Chief Executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that:
- (i) The Trustees may not delegate strategic governance; and
- (ii) in the case of any entity appointed under clause 4.12(d), the delegation shall be personal to the person provided by that entity in that capacity.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.
- (e) The Trustees must, in delegating the powers of the Trustees', provide restrictions or clauses by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

#### 4.16 Accounts and Audit

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.
- (b) The Trustees shall cause true accounts for each financial year to be kept in accordance with generally accepted accounting practice of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary

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for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees.

- (c) Nothing in this clause 4.16 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

#### **Reliance on Advice**

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

- (a) an employee of the Trustees whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- (c) a committee of Trustees appointed and acting in accordance with clause 4.15.

4.18 Clause 4.17 applies only if the Trustees:

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

#### **Disclosure of Interest**

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

#### **Definition of Interested Trustee**

4.20 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 by the Trust or any Trust Entity or Subsidiary nor by being a Trustee of the Charitable Trust;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

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- 4.21 (a) Any dispute as to whether or not a Trustee is interested in a matter will be decided by the Chairperson presiding over the deliberations or decision, after hearing from the Trustee and receiving any other information the Chairperson considers appropriate.
- (b) If the dispute is as to whether that Chairperson presiding is interested in the matter then he or she will stand aside as Chairperson of that deliberation and the Vice Chairperson, or if unavailable another Trustee elected by the Trustees at that meeting, shall act as if he or she is the Chairperson.

#### **Interests in Common with Iwi**

- 4.22 Notwithstanding clauses 4.19 and 4.20, no Trustee will be interested in a matter where that Trustee is a member of an Iwi/hapū/whānau and where his or her interest is not different in kind from the interests of other members of that Iwi/hapū/whānau; or by reason of being a Trustee of the Charitable Trust.

#### **Recording of Interest**

- 4.23 A disclosure of interest by a Trustee shall be recorded in the minute book of the Trustees. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other Trustees, the name of any Iwi/hapū/whānau of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware that could potentially represent a conflict of interest.

#### **No private pecuniary profit**

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



- (ii) the Trustees must disclose in their annual report referred to in clause 7.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
  - (aa) the amount thereof received by each Trustee or any such firm or entity;
  - (bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
  - (cc) the method of calculation of the reimbursement, remuneration or charge; and
- (iii) in the case of an appointment referred to in clause 4.12(d), the full written terms and conditions thereof have been made available for inspection at the office of the Trust by any Adult Registered Member who makes written request for the same.

4.25 Subject to clause 4.24, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- (a) a Trustee;
- (b) a shareholder or director of any corporate or Trust Entity or Subsidiary;
- (c) a settlor or a trustee of any Trust Entity or Subsidiary;
- (d) any associated person (as defined in section OD 7 of the Income Tax Act 2004) of either a director, or any person referred to in clauses 4.19 to 4.23,

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause 4.25 shall be void.

4.26 The Trustees shall require that a clause to the same effect as clause 4.19 of this Deed be included in the constitution of every Asset Holding Company or Fishing Enterprise or Trust Entity or any Subsidiary of any of them.

#### **Advisory Trustee, Custodian Trustee and Nominee**

4.27 The Trustees, by resolution in writing, for terms not exceeding one year in duration (but which term may be extended for further periods of one year each) for any reason because of special skills required or particular knowledge appoint any person as an Advisory Trustee of the Trust. The Advisory Trustee shall have the status and powers conferred on advisory trustees by the Trustee Act 1956. Advisory Trustees need not be Members of Te Ātiawa o Te Waka-a-Māui.

4.28 The Trustees may, by resolution in writing, appoint any person as a custodian trustee or nominee of the Trust Fund. The provisions of the Trustee Act 1956 shall apply as if references in it to a custodian trustee were references to Custodian Trustee or Nominee, except as modified or extended as follows:

- (a) All or any of the Trust Fund may be vested in the Custodian Trustee or Nominee as if the Custodian Trustee or Nominee were sole trustee.
- (b) The portion of the Trust Fund that is from time to time vested in the Custodian Trustee or Nominee is the Custodial Trust Fund, and the provisions of section 50 of

the Trustee Act 1956 shall apply as if references in it to the Trust Property were references to the Custodial Trust Fund.

- (c) The Custodian Trustee or Nominee must:
- (i) Hold the part of the Trust Fund that is transferred to the Custodial Trustee or Nominee by the Trustees ("the Custodial Trust Fund").
  - (ii) Invest the Custodial Trust Fund and dispose of it in accordance with any direction in writing by the Trustees.
  - (iii) Execute all documents and perform all acts that the Trustees in writing direct.

- 4.29 The Trustees may, without needing to give any reasons, remove any Advisory Trustee or Custodian Trustee or Nominee by Ordinary Resolution.
- 4.30 The Trustees may pay a fee to the Advisory Trustee, Custodian Trustee or Nominee.
- 4.31 For the avoidance of doubt the Custodian Trustee must, when exercising its powers, act in accordance with this Deed.
- 4.32 The Trustees will inform the Members of any appointments made under this clause in the next panui to Members if such appointment is made.

## 5. REGISTER OF MEMBERS OF TE ĀTIAWA O TE WAKA-A-MĀUI

### Members' Register of Te Ātiawa o Te Waka-a-Māui

- 5.1 The Trustees must:
- (a) Have, and maintain in a current state, the Members' Register:
    - (i) that includes the name, date of birth, and contact details of every Member of Te Ātiawa o Te Waka-a-Māui who has applied for registration and has been approved by the Trustees as a Member under clause 5.5; and
    - (ii) that is available for inspection by the Registered Adult Members who can view their own registration details; and
    - (iii) that is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and
    - (iv) that allocates a member registration number to each Member of Te Ātiawa o Te Waka-a-Māui entered in the Members' Register; and
  - (b) Make ongoing efforts to register all Members of Te Ātiawa o Te Waka-a-Māui on the Members' Register.
- 5.2 The Trustees may enter in the Members' Register any Member of Te Ātiawa o Te Waka-a-Māui whose details are already held by the Trustees of the existing or former Mandated Iwi Organisation being the Charitable Trust where:

- (a) the details held by those Trustees fulfil the requirements of Kaupapa 5 of the MF Act; and
- (b) the particulars were acquired by those Trustees as a result of an application on the Application for Membership Form made by:
  - (i) Adult Members of Te Ātiawa o Te Waka-a-Māui on their own behalf or by their legal guardian at the time of the application; or
  - (ii) other Members of Te Ātiawa o Te Waka-a-Māui who were not Adult Members of Te Ātiawa o Te Waka-a-Māui at the time of the application, by their parent on their behalf, or by their legal guardian at the time; or
  - (iii) other Members of Te Ātiawa o Te Waka-a-Māui by an Adult Member of Te Ātiawa o Te Waka-a-Māui on their behalf who, in the opinion of the Whakapapa Committee, stood in the stead of a parent of that person at the time of the application.

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

- (a) Adult Members of Te Ātiawa o Te Waka-a-Māui on their own behalf or by their legal guardian; or
- (b) other Members of Te Ātiawa o Te Waka-a-Māui who are not Adult Members of Te Ātiawa o Te Waka-a-Māui, by their parent or legal guardian on their behalf; or
- (c) other Members of Te Ātiawa o Te Waka-a-Māui by an Adult Member of Te Ātiawa o Te Waka-a-Māui on their behalf who, in the opinion of the Whakapapa Committee, stands in the stead of a parent of that person;
- (d) Any other person who holds, on behalf of a Member of Te Ātiawa o Te Waka-a-Māui who lacks mental capacity, an enduring power of attorney or who is a Manager pursuant to Property Order granted under the Protection of Property Rights Act 1998.

and in each case that application must be completed on the Application for Membership Form.

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

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

#### **Registration as a Member of Te Ātiawa o Te Waka-a-Māui Trust**

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

- (a) by or on behalf of whom a valid application has been made; (either in accordance with clause 5.3 and lodged with the office of the Trust, or on an Application for Membership Form attached to a Voting Paper and lodged with the Returning Officer); and
- (b) who in the reasonable opinion of the Trustees is a Member of Te Ātiawa o Te Waka-a-Māui; or

#### 5.6 The Trustees:

- (a) may before that person's registration is entered in the Members' Register require any person seeking registration as a Member of Te Ātiawa o Te Waka-a-Māui Trust:
  - (i) to provide evidence verifying his or her affiliation to Te Ātiawa o Te Waka-a-Māui through a direct bloodline or legal adoption by such person(s), to an Ancestor of Te Ātiawa o Te Waka-a-Māui; or
  - (ii) to provide evidence or detail of any matter reasonably requested on the Application for Membership Form

together with such other information as the Trustees request.
- (b) may consult with the Whakapapa Committee in relation to any application for registration, or continued registration as a Member of Te Ātiawa o Te Waka-a-Māui Trust.

#### **Trustees May Decline to Register, or Remove a Person from the Members' Register**

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

#### **Process When Registration Declined or Removed**

- 5.8 Where an application for registration is declined, by reason of the person applying for registration not being Descended from an Ancestor of Te Ātiawa o Te Waka-a-Māui, or any decision is made by the Trustees to remove any person from the Members' Register, the person concerned may dispute that decision of the Trustees and clause 9 shall apply.

#### **Registration Not Necessary**

- 5.9 To avoid doubt, it shall not be necessary, in order to be considered a Member of Te Ātiawa o Te Waka-a-Māui for the purposes of clause 3.1, for a Member of Te Ātiawa o Te Waka-a-Māui to be registered in accordance with this clause 5.

#### **De-registration by Member of Te Ātiawa o Te Waka-a-Māui Trust**

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

### Notice Not Necessary

- 5.11 It shall not be necessary for the Trustees to provide Private Notice to a Member of Te Ātiawa o Te Waka-a-Māui where the Trustees believe on reasonable grounds (and have evidence supporting that belief) that the Member's contact details are not current.

## 6. VOTING PROCEDURE

- 6.1 (a) Any resolution to:
- (i) ratify or change this Deed; or
  - (ii) enter into a Major Transaction; or
  - (iii) carry out any of the actions set out in paragraphs 3.1 and/or 3.2 of Schedule 4 of this Deed.

must be approved by not less than 75% of the Adult Members of Te Ātiawa o Te Waka-a-Māui who are entitled to vote and cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the MF Act or the MCACSA Act (if applicable).

- (b) In the case of a resolution not described in clause 6.1(a) a resolution shall be passed if more than 50% of the Adult Members of Te Ātiawa o Te Waka-a-Māui who are entitled to vote and cast a valid vote in favour of the resolution in accordance with the procedure determined and published by the Trustees and in the absence of the Trustees publishing the procedure by a show of hands at a General Meeting.

## 7. GENERAL MEETINGS OF IWI AND REPORTING MEETINGS OF TRUSTEES AND IWI

### Reporting Responsibilities

- 7.1 Without derogating from its duties under any enactment or at law, the Trustees have reporting responsibilities in relation to:
- (a) their own performance; and
  - (b) the performance of any:
    - (i) Asset Holding Company;
    - (ii) Fishing Enterprise;
    - (iii) joint venture or other entity that conducts business using the assets (including Settlement Quota or Income Shares) or in which the Trustee's hold shares;
    - (iv) joint venture or other entity that conducts business using Trust Funds or assets received from Treaty of Waitangi Historical Claims Settlement; and

- (v) any other Trust Entity (not including those referred to in clauses (i) to (iv) above),

in accordance with the provisions of this clause 7.

### Trustees to Hold an Annual General Meeting

7.2 Each year the Trustees must hold an Annual General Meeting at which it provides an opportunity for the Members of Te Ātiawa o Te Waka-a-Māui to consider (but not limited to):

- (a) **Annual Report:** the annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year the matters required in clause 4.24(d)(ii) of this Deed and, including:
  - (i) information on the steps taken by the Trustees to increase the number of Registered Members; and
  - (ii) a comparison of the Trust's performance against the objectives set out in the annual plan, including:
    - (aa) changes in the value of the Trust Fund; and
    - (bb) profit distribution; and
  - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Settlement Cash Assets; and
  - (iv) a report giving information on the performance of the assets transferred from the Crown relating to Historical Treaty Claims, a plan for the next financial year in regard to the assets received from the Crown in regard to Historical Claims including the strategic vision of the Trustees and any Trust Entity or activities proposed by the Trustees and the performance of the Trust purposes, performance and targets and any strategic plan for the longer term vision of the Trustees in relation to the matters referred to in this annual plan; and
  - (v) a report giving information on Fisheries matters as set out in Schedule 4 to this Deed; and
  - (viii) a report as to remuneration paid to Trustees or fees and premiums paid for any Trustees' indemnity insurance; and
  - (ix) a report which outlines the Trustees' objectives and reports on how these objectives have been met or worked towards during that year; and
  - (x) details of any Major Transactions.
- (b) **Annual Plan:** an annual plan for the next financial year that must include:
  - (i) the objectives of the annual plan; and

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- (ii) the policy of the Trustees in respect of those matters set out in paragraph 5 of Schedule 4 to this Deed and a report as to every Asset Holding Company of the Trust as set out in paragraph 5.1(b) of Schedule 4 to this Deed.

### 7.3 General Meetings of Members of Te Ātiawa o Te Waka-a-Māui

- (a) **Annual General Meeting:** Each Annual General Meeting must be no more than 15 months apart.
- (b) **Special General Meeting:** A General Meeting, called a special meeting, must be convened by the Trustees on the written request of:
  - (i) the chairperson of the Trustees (or the Vice Chairperson if the Chairperson is indisposed); or
  - (ii) not less than 50% of the Trustees; or
  - (iii) not less than 20 of the Adult Registered Members;

provided that no meeting may be convened to consider those matters set out in paragraph 6 in Schedule 4 to this Deed unless the provisions of that paragraph have been met:

and

- (iv) the request must state the purposes for which the Special Meeting is required and be signed (including counterparts) by those requesting the Special Meeting; and
- (vi) the Special Meeting must be held within 30 Working Days from the date the request was received by the Secretary.
- (c) **Notice of Meetings:** Members of Te Ātiawa o Te Waka-a-Māui shall be given not less than 15 Working Days notice of the Annual General or any Special General Meeting. However 20 Working Days notice shall be given for any meeting called to consider and/or vote on the matters in clause 7.2, and/or paragraph 6.1 a. to d. of Schedule 4 to this Deed (which relate to matters under the MF Act) and changes to the constitution of any Asset Holding Company, in accordance with this Deed.
- (d) **Quorum:** No business shall be transacted at a General or Special Meeting unless a quorum is present. The quorum at a General or Special Meeting is 20 Adult Registered Members four of whom must be Trustees. The Trustees must ensure that at least four of the Trustees do attend.
- (e) **Adjourned meeting:** If a quorum is not present within one hour of the time appointed for the start of a General or Special Meeting then:
  - (i) if the Trustees present at that meeting decide in their discretion to adjourn the meeting, the meeting is to stand adjourned to such time and place as decided by those Trustees; or
  - (ii) if the Trustees present decide not to adjourn the meeting it shall be cancelled.

If the meeting is not so adjourned then:

- (i) no further meeting may be called on the same or similar subject matter within a period of 12 months of the request for that meeting having been lodged,
  - (ii) unless the consent of the Trustees has been given or unless it is a meeting which must be otherwise held in terms of this Deed or according to law or equity.
- (f) **Chairperson:** The Chairperson, or in the Chairperson's absence the Vice Chairperson, will preside over and have control of every General or Special Meeting. If there is no Chairperson or Vice Chairperson present at the time appointed for holding a General or Special Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose one of their number to substitute as Chairperson for that meeting.

#### **Information Must be Made Available in Writing**

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

#### **No Derogation from Purposes**

- 7.6 Clause 7 shall not derogate from the provisions of clause 3.

### **8. DIRECTORS RESPONSIBLE FOR GOVERNANCE**

For the avoidance of doubt, and except as expressly provided by this Deed, all companies (including The Asset Holding Company) and other Trust Entities shall be governed by their respective boards and the role of the Trustees in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders, or (as applicable) appointer, and beneficiary of the relevant entity and as set out in paragraph 2.1 of Schedule 4 of this Deed.

### **9. DISPUTES PROCEDURES**

#### **Disputes**

- 9.1 (a) If any dispute relating to fisheries and/or aquaculture issues shall arise between Members of Te Ātiawa o Te Waka-a-Māui and the Trustees, then the dispute will be resolved using the procedure set out in Schedule 4 to this Deed.
- (b) Any dispute of a general nature between Members of Te Ātiawa o Te Waka-a-Māui and the Trustees (being a dispute not covered by Part 5 of the MF Act) if unresolved in good faith between the parties within a reasonable time, shall be referred to mediation, by a mediator to be agreed by the disputing parties, or failing agreement within 10 Working Days, to be appointed by the President of the Marlborough Branch of the New Zealand Law Society or his/her nominee. Should the matter not be resolved by mediation then the Trustees shall reconsider the decision.



- (c) Should the matter in dispute under sub-clause (b) not be resolved by mediation nor after reconsideration by the Trustees, then the Member may request arbitration of the dispute.
- (i) If the matter is referred to arbitration then it will be referred to a single arbitrator agreed to by the Trustees and the Member.
  - (ii) Failing agreement as to the appointment of the arbitrator then within 14 days of the request for arbitration being made a single arbitrator will be appointed by the President of the Marlborough branch of the New Zealand Law Society or his/her nominee.

9.2 The provisions of clause 9.1 shall not derogate from the rights or obligations of the Trustees or any Member of Te Ātiawa o Te Waka-a-Māui pursuant to the Trustee Act 1956 or MF Act or any other enactment or provision of law or equity.

#### **Registration Disputes Relating to Membership**

9.3 If the Trustees make a decision under clause 5.7 to either not register a person or to remove a person from the Members' Register, the Trustees must:

- (a) refer the matter for recommendation to a Whakapapa Committee, appointed by the Trustees under this clause and comprising three Te Ātiawa o Te Waka-a-Māui Members whom the Trustees consider are mature persons or elders knowledgeable in Te Ātiawa o Te Waka-a-Māui whakapapa and recognised as such by Members of Te Ātiawa o Te Waka-a-Māui.
- (b) consider the recommendation of the Whakapapa Committee under clause 9.3(a) and any reconsideration of the Whakapapa Committee made pursuant to a request under clause 5.6(b); and
- (c) notify the person concerned of the Trustees' final decision, and, if requested by that person, of the principal reasons for that decision.

9.4 If the person concerned disputes that final decision, that person may exercise their rights under section 180(1)(m) of the MF Act which shall be final and binding on that person and the Trustees.

9.5 If the matter is not able to be determined under the MF Act then the matter will be referred to arbitration using the procedure set out in clause 9.1(c) of this Deed.

#### **Proceedings of the Whakapapa Committee**

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

## 10. WINDING UP OF TRUST

- 10.1 The Trust shall only be wound up in accordance with this clause 10 or by reason of the Perpetuity Period if applicable.
- (a) The Trust shall be wound up or dissolved if the Registered Members of the Iwi have resolved that it has become impossible, impracticable or inexpedient to carry out the Objects of the Trust; and
  - (b) a resolution of a Special Meeting supporting the winding up of the Trust must be put and passed by a majority of 75% of the valid votes cast by the Members of Te Ātiawa o Te Waka-a-Māui who are entitled to vote and cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless Public Notice in respect of that resolution has been given; and
  - (c) on the termination or dissolution of this Trust, the Trust Fund after the payment of costs, debts and liabilities shall be paid to one or more other trusts or entities in New Zealand that have similar Kaupapa/Objects of the Trust (being purposes beneficial to the Iwi) and have been established for the benefit of the present and future Members (or (if necessary because of the rule against perpetuities (to the extent to which it applies to the Trust)) to the Members).
  - (d) Any payment or vesting of Fisheries Settlement Assets must comply with the MF Act.

## 11. ALTERATION OF TERMS OF DEED

### Changes to the Deed

- 11.1 Subject to clause 6, the Trustees have power to amend, revoke or add to the provisions of the Deed provided that:
- (a) no amendment may be inconsistent with the MF Act and as otherwise provided for in Schedule 4 to this Deed.
  - (b) an amendment may only be promoted if a resolution that the amendment is for the collective benefit of Members of Te Ātiawa o Te Waka-a-Māui is first put and passed at a General Meeting.

### Limitations on Amendment

- 11.2 No amendment shall be made to this Deed which:
- (a) changes the Trust's Kaupapa/objects so that the Trustees are no longer required to act for the benefit of the present and future Members of Te Ātiawa o Te Waka-a-Māui;
  - (b) changes this clause 11.2;
  - (c) changes clause 10; and
  - (d) changes the requirement for the resolution to be in accordance with clause 6 of this Deed.

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### Changes to Constitutions of Trust Entities

- 11.3 Subject to clause 6.1(a)(ii) and to the extent any proposal for the amendment of the constitutional documents of the Asset Holding Company relates to a matter provided for in the MF Act, such amendment:
- (a) must be consistent with the MF Act and the provisions set out in paragraph 10 of Schedule 4 to this Deed; and
  - (b) may only be promoted if the amendment is put and passed at a General Meeting in accordance with clause 6.
- 11.4 Any Adult Member of Te Ātiawa o Te Waka-a-Māui (including a Trustee) may put forward in writing proposals for changes to constitutions of Trust Entities for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5.5, the person is a Member of Te Ātiawa o Te Waka-a-Māui.

### Notification to Members of Te Ātiawa o Te Waka-a-Māui

- 11.5 Any amendment or proposal under clauses 10, 11 or 12 must be notified to Members of Te Ātiawa o Te Waka-a-Māui in the Trust's next panui to Members.

## 12. RESETTLEMENT

### Power to resettle

- 12.1 Subject to clause 6, the Trustees have power, at any time or times by deed, to settle or resettle upon trust, in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Te Ātiawa o Te Waka-a-Māui the whole or any portion or portions of the capital or income of the Trust Fund provided that:
- (a) any such settlement or resettlement must comply with the MF Act;
  - (b) the resettlement is upon trust for the benefit of Members of Te Ātiawa o Te Waka-a-Māui; and
  - (c) the resettlement may only be promoted if a resolution supporting it is first put and passed at a Special General Meeting by a majority of 75% of the Members of Te Ātiawa o Te Waka-a-Māui who are entitled to vote and cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless Public Notice in respect of that resolution has been given.

## 13. LIMITATION OF TRUSTEE'S LIABILITY

- 13.1 A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful omission of an act that he or she knows or should have known to be a breach of this Deed. In particular no Trustee shall be liable for failing to take any proceedings against a co-Trustee for any such breach or alleged breach.
- 13.2 These limitation of liability provisions will extend to the directors of any company which is a Trustee as if those directors were Trustees.

#### 14. TRUSTEE'S INDEMNITY

14.1 Each Trustee will be indemnified out of the assets of the Trust against any liability directly or indirectly arising from:

- (a) the exercise or attempted exercise of any power in this Deed; or
- (b) the failure to exercise any power in this Deed;

where the liability is not attributable to the Trustee's own dishonesty or deliberate default.

14.2 These indemnity provisions will extend to the directors of any company or other Trust entity that is a Trustee as if those directors were Trustees.

14.3 Any Trustee, officer or employee of the Trustees may have their insurance costs met out of the Trust assets against any liability for which he or she is entitled to an indemnity under this clause 14. Such insurance costs may be provided to the extent that the Trustees in their discretion think such costs are just and equitable.

#### 15. MĀORI FISHERIES ACT 2004

15.1 This Deed has been drafted on the basis that the Trust may become the Mandated Iwi Organisation (MIO) for the iwi under the Māori Fisheries Act 2004. If the Trust does not become the MIO then this Deed must be read with all necessary changes and the Trustees will not need to comply with any matters set out in this Deed which relate to being a MIO.

#### 16. FURTHER SPECIFIC POWERS OF TRUSTEES RELATING TO WHĀNAU CLAIMS

16.1 The Trustees may receive from the Crown, assets in respect of Treaty of Waitangi historical claims settlement for specific and identifiable claims made by whānau groups who are Members of Te Ātiawa o Te Waka-a-Māui.

16.2 Any such assets received in this manner must be held upon trust and managed and administered by the Trustees either:

- (a) separately from the general assets of the Trust and will not constitute part of the main Trust Fund; or
- (b) otherwise as the Trustees in their discretion decide to ensure that the assets so received on behalf of each whānau are separately identifiable.

16.3 Any such assets received must be held, managed and administered by the Trustees in accordance with the terms of this Deed with any necessary modifications recognising that those assets are being held upon trust on behalf of members of the whānau.

16.4 At such time as the Trustees are satisfied that any particular whānau has established a suitable Trust or other entity to ensure that the assets or other benefits received from the Crown in settlement of the whānau Treaty of Waitangi historical claim; and is also satisfied the assets or other benefits are to be administered for the benefit of all members of the

whānau, then the Trustees may distribute or re-settle those assets or other benefits on that Trust or other entity.

16.5 Before distributing or re-settling such assets or other benefits, the Trustees must be satisfied that the distribution or re-settlement on that whānau Trust or other entity will meet the general criteria and procedures (including approval and ratification by members of that whānau) of a similar nature to those required by the Crown before settling the settlement redress to the Trustees on behalf of Iwi for collective settlement of Treaty of Waitangi historical claims.

16.6 So long as the Trustees have acted in good faith in distributing or re-settling the assets or other benefits on a whānau Trust or other entity, the Trustees will have no continuing liability nor will the Trustees be required to be concerned with any aspect of the administration or distribution of those assets or other benefits once they have been distributed or re-settled upon that whānau Trust or other entity.

16.7 If any dispute arises between whānau groups, the subject of this clause 16, and the Trustees as to whether the matters upon which the Trustees must be satisfied in clause 16.4 and clause 16.5 have been met or the Trustees ought to be satisfied, such dispute shall be resolved under the dispute procedures set out in clause 9 of this Deed.

**SIGNATURE OF SETTLORS**

Susan Glenice Paine:

and witnessed by:

Paine  
Signature of Settlor

Susan Glenice Paine  
Name of Settlor

PC/Attw  
Signature of Witness

Administrator  
Occupation

PICTON  
City/town of residence

Ronald Keith Riwaka:

and witnessed by:

R. Riwaka  
Signature of Settlor

RONALD KEITH RIWAKA  
Name of Settlor

[Signature]  
Signature of Witness

Director  
Occupation


HAMILTON  
City/town of residence


*[Handwritten notes and signatures]*

**SIGNATURE OF TRUSTEES**

Cindy Lou Batt:


and witnessed by:

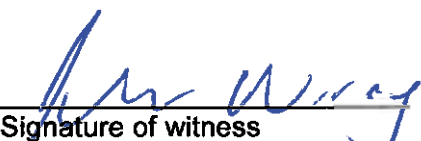
  
Signature of trustee  
Cindy Batt  
Name of trustee

  
Signature of witness  
Administrator  
Occupation  
PICTON  
City/town of residence

Venessa Patricia Charmon Turama Ede:


and witnessed by:

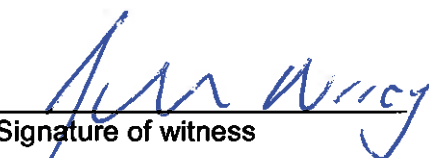
  
Signature of trustee  
Venessa Ede  
Name of trustee

  
Signature of witness  
ACCOUNTANT  
Occupation  
NELSON  
City/town of residence

Jon Tamarere McGregor:

and witnessed by:

  
Signature of trustee  
J. T. McGregor  
Name of trustee

  
Signature of witness  
ACCOUNTANT  
Occupation  
NELSON  
City/town of residence



John Pire Katene:

and witnessed by:

[Handwritten Signature]  
Signature of trustee

John Katene  
Name of trustee

[Handwritten Signature]  
Signature of witness

Administrator  
Occupation

PICTON  
City/town of residence

Susan Glenice Paine:

and witnessed by:

[Handwritten Signature]  
Signature of trustee

Susan Glenice Paine  
Name of trustee

[Handwritten Signature]  
Signature of witness

Administrator  
Occupation

PICTON  
City/town of residence

William Tahuaroa Reeves:

and witnessed by:

[Handwritten Signature]  
Signature of trustee

William Tahuaroa Reeves  
Name of trustee

[Handwritten Signature]  
Signature of witness

Administrator  
Occupation

PICTON  
City/town of residence

[Handwritten Markings]

Ronald Keith Riwaka:

and witnessed by:

[Signature]  
Signature of witness

Director  
Occupation

HAMILTON  
City/town of residence

[Signature]  
Signature of trustee

RONALD KEITH RIWAKA  
Name of trustee

Te Hawe Harvey Ruru:

and witnessed by:

[Signature]  
Signature of witness

ACCOUNTANT  
Occupation

NEESON  
City/town of residence

[Signature]  
Signature of trustee

Harvey Ruru  
Name of trustee

Ngawaina Joy Shorrocks:

and witnessed by:

[Signature]  
Signature of witness

Administrator  
Occupation

PICTON  
City/town of residence

[Signature]  
Signature of trustee

NJ Shorrocks  
Name of trustee

[Handwritten initials]  
[Handwritten initials]



Neville Karira Watson: *N. Karira Watson*

and witnessed by:

*N.K.W. Watson*

Signature of trustee

*N. Karira Watson*

Name of trustee

*P. Little*  
Signature of witness

*Administrator*  
Occupation

*Picton*  
City/town of residence

*N.K.W. Watson*  
*P. Little*  
*FK*

## SCHEDULE 1

### PART A: Election Processes

#### Ordinary Vacancies

1. Subject to the provisions of the first Trustees set out in clause 4.1 of this Deed the eight (8) Trustees, all of whom must be Adult Registered Members, shall be elected by Adult Members from time to time at a Trustee Election (which, for the avoidance of doubt also includes postal ballots and where available electronic votes as per paragraph 7(c) of this Schedule 1):
2. In every case, the highest polling candidate(s) contesting Trustee position(s) available shall be elected as Trustee. In the case of a tie in the number of votes (and where that tie is material), the 2 nominees shall decide between them if one of them will withdraw his or her nomination in which case the other nominee shall be declared elected. If they cannot decide they shall draw lots in the presence of the Secretary to determine who is elected to the position of Trustee.

#### Extraordinary Vacancies

3. Should a vacancy arise during the normal term of any Trustee the other Trustees may decide not to fill that vacancy until election at the next Annual General Meeting or decide that the vacancy should be filled by election as set out below.
4. Should an election be required outside the normal rotation period of any of the Trustee positions (by virtue of any of the circumstances referred to in clause 4 of this Deed), a General Meeting need not be held, and the election of Trustee(s) for that or those positions shall be held by way of postal ballot only (and where available by electronic voting). A Trustee or Trustees appointed in such a manner shall hold office only for the remainder of the term that would otherwise have been served by their predecessor(s) in that position. A tie shall be decided as set out in paragraph 2 of this Schedule.
5. Should an election be required in accordance with clause 4.8 of this Deed, a Special Meeting constituted, inter alia, for the purpose of a Trustee Election will be held in accordance with this Schedule 1 to fill the vacant positions.
6. The Trustees must arrange and conduct an election of Trustees in accordance with the electoral provisions set out in paragraphs 1 and 2 of this Schedule 1 at such times as shall ensure that:
  - (a) Trustees are elected in respect of the AGM next held after the appointment of the initial trustees in accordance with clauses 4.1 and 4.2 of the Deed to replace those who stand down in each year as set out in Schedule 2 to this Deed.

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- (b) The election results are declared at a time so as to ensure that no person who is an elected Trustee shall hold office for a period longer than 3 years without facing re-election. Retiring Trustees shall, however, be eligible for re-election.

### Eligible votes

7. All Adult Members of Te Ātiawa o Te Waka-a-Māui shall be eligible to cast a vote for one nominee (who shall be eligible for election) per the number of Trustee positions available in Trustee Elections and any votes cast shall be received:
- (a) by Voting Paper (not proxy) at a General Meeting constituted, inter alia, for the purpose of a Trustee Election (if so required); and
  - (b) by Voting Paper received by post before 5pm two (2) working days prior to the General Meeting (if so required) or if relating to an extraordinary vacancy pursuant to paragraph 3 of this Schedule 1, the final date upon which Voting Papers may be received; or
  - (c) by voting on line, using a website address, personal log-in number and identification number included in the voting pack, if such voting procedure has been established and approved by the trustees for any particular election.
8. All Adult Members of Te Ātiawa o Te Waka-a-Māui shall be eligible to vote on any resolution required by clauses 6, 10.1 and 12.1 of this Deed and any votes cast as per this paragraph 8 shall be received:
- (a) by Voting Paper (not proxy) at a General Meeting; or
  - (b) by Voting Paper received by post before 5pm two (2) Working Days prior to the General Meeting; or
  - (c) by voting on line, using a website address, personal log-in number and identification number included in the voting pack, if such voting procedure has been established and approved by the trustees for any particular election.

### Nominations for Trustee

9. The Trustees must, no later than 35 Working Days prior to a Trustee Election, publicly notify Adult Members of Te Ātiawa o Te Waka-a-Māui that nominations for the position of Trustee may be lodged. Any such nomination must include the written signature of both the candidate and the nominator. The nomination must:
- (a) contain details of the nominee's full name, address and contact number;
  - (b) include a declaration signed by the nominee that declares that he or she is not a person who is precluded from holding office as a Trustee on the basis of one or other of these matters specified in clause 4.5 of

the Deed;

- (c) be accompanied by a brief statement containing details of experience and objectives relevant to the position of Trustee; and
- (d) provide evidence that the nominee has lived in Te Tau Ihu for at least 6 months prior to the nomination being made.

#### **Time for Nominations**

10. Nominations for the position of Trustee may only be made by Adult Registered Members and must be received at the office of the Trust no later than 10 Working Days after the date upon which nominations are called for, and:
- (a) in the event that the number of nominees for Trustees equals the number of vacancies in the office of Trustee under paragraph 5 of this Schedule 1, a Trustee Election need not be held and the nominees eligible for election shall be deemed to be elected.
  - (b) in the event that the number of nominees for Trustees is less than the number of vacancies in the office of Trustee under paragraphs 1, 2, 3 and 4 of this Schedule 1, further nominations may be called for until the number of nominees is at least equal to the number of vacancies in the office of Trustee.

#### **PART B: All Votes**

##### **Notice of Voting and General Meeting**

11. Any vote taken under clause 6.1(a) of this Deed or for Trustee Elections must be publicly notified not less than 20 Working Days before the date of the vote. If the vote is to be at a General Meeting, the notice procedures must comply with those specified in the MF Act, which at the date of this Deed are:
- (a) Public Notice that includes:
    - (i) the date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained, and any other information specified in the MF Act;
    - (ii) where relevant advice that a vote is to be taken to ratify or amend the constitutional documents of the Trust;
    - (iii) advice on the method by which the vote will be counted; and
    - (iv) where relevant, the matter or issues on which the vote is to be taken; and
  - (b) Private Notice to every Adult Member of Te Ātiawa o Te Waka-a-Māui who has requested such from the Trustees in writing, that gives:
    - (i) the information in the preceding sub-paragraph of this Schedule;
    - (ii) a copy of the Voting Paper; and

- (iii) the address and return date for the Voting Paper; and
- (iv) details of electronic voting procedures (if available); and
- (c) Private Notice to every Adult Registered Member if there is to be a vote taken to ratify or change the constitutional documents of the Trust that gives the information in sub paragraphs 11(a)(i) to (iii) and 11(b)(ii) to (iii).

#### Valid votes

12. The conduct of a vote of Adult Members of Te Ātiawa o Te Waka-a-Māui at every General Meeting (including for Trustee Elections) taken under clauses 6.1(a), 10.1 and 12.1 of this Deed must provide that:
- (a) in order for a vote to be validly cast, the person casting it must:
    - (i) where the person is an Adult Registered Member, cast their vote on a Voting Paper on which the Trustees have recorded the registration number of the Adult Registered Member; or
    - (ii) where the person is not registered at the time of the vote, complete an Application for Membership Form which shall be attached to and form part of the Voting Paper; and
  - (b) no vote cast under this paragraph 12 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Te Ātiawa o Te Waka-a-Māui has been confirmed either:
    - (i) because that person was an Adult Registered Member at the time his or her vote was cast; or
    - (ii) if that person applied at the time that his or her vote was cast to become an Adult Registered Member, subject to that person's registration being accepted in accordance with clause 5.6;
  - (c) in the absence of any process adopted by the Trustees to the contrary any vote cast under clause 6.1(b) shall be cast by a show of hands at a General Meeting provided that the Trustees have not published an alternative voting procedure pursuant to clause 6.1(b). However those exercising such a vote may be called upon by the Trustees to prove their affiliation to Te Ātiawa o Te Waka-a-Māui and that they are over 18 years of age.
  - (d) Where electronic voting is available the procedure will be as set out by the Trustees so as to comply with the intent of this paragraph 12.

#### Secret Ballots

13. All votes under clause 6.1(a), 10.1 and 12.1 shall be conducted so as to ensure that:

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- (a) the manner in which a vote is cast shall be known to the Returning Officer or persons assisting the returning officer, but not to others;
- (b) the returning officer and those persons shall undertake to keep that information confidential; and
- (c) the Voting Papers are destroyed by the Returning Officer after the date of completion of the final count under this paragraph 11(b), plus a period of three months thereafter.

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**SCHEDULE 2****First Trustees**

1. The first Trustees in accordance with clause 4 will be:  
  
Those ten (10) persons who are Trustees of the Charitable Trust immediately following the AGM of the Charitable Trust held on 31 March 2012 on the date of the signing of the deed.
2. For the first AGM of the Trust held following the signing of the deed (the "first AGM") the positions of those of those six (6) Trustees who have served longest since last being elected to the Charitable Trust, shall become vacant. The Trustees holding those positions becoming vacant are eligible for re-election:
3. At the AGM of Te Ātiawa o Te Waka-a-Māui Trust to be held for the second year following the signing of the deed (the "second AGM") four (4) remaining trustees originally appointed under this deed shall retire but shall be eligible for re-election:
5. Four (4) nominations for trustees shall be called for appointment from the first AGM. The two highest polling successful candidates shall be appointed for a term of 3 years - and the two next highest polling successful candidates shall be appointed for a term of 2 years.
6. Four (4) nominations for trustees shall be called for appointment from the second AGM. The two highest polling successful candidates shall be appointed for a term of 3 years - and the two next highest polling successful candidates shall be appointed for a term of 2.



SCHEDULE 3 - attached



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**Te Ātiawa**  
**o**  
**Te Waka-a-Māui**  
**Trust**

**Tupuna Booklet (1)**  
**Schedule 3**

**Endorsed by Whakapapa Komiti –**  
**9th November 2012**



A collection of handwritten signatures and scribbles in blue ink, located in the bottom right corner of the page. The signatures are somewhat illegible but appear to be written in a cursive or stylized hand.

Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

## Queen Charlotte Sounds &amp; Waikawa Reserves

No.	Old	Reserve & Tūpuna			
<b>Anamahanga 1<sup>1</sup></b>					
1001	1	Tipene Kaihi	1042	42	Wi Te Puke
1002	2	Eruera Paipa	1043	43	Wi Te Hono
1003	3	Teretū	1044	44	Mata Te Hawe
1004	4	Hutiku	1045	45	Kara Te Hawe
1005	5	Ratimira Tipene	1046	46	Irihapeti Ngapakī
1006	6	Ratimira Wi Keiri	1047	47	Huriata Te Puke
1007	7	Rameka Hape	1048	48	Ngaiwi Te Puke
1008	8	Hariota Tipene	1049	49	Hariata Ngapakī
1009	9	Pirihira Tumeke	1050	50	Mata Whitikau
1010	10	Ruhi Hapiuana	<b>Ruakaka No.2<sup>4</sup></b>		
1011	11	Hariota We Keiri	1051	51	Retimana Whiwahi
1012	12	Tamati Ngarewa	1052	52	Tipene Ngaruna
1013	13	Nopera Te Tuhanga	1053	53	Ropata Whitikau
1014	14	Taimona Wi Keiri	1054	54	Karauama Kōpura
1015	15	Wiremu Keiri	1055	55	Pirihira Whitikau
1016	16	Wiremu Keiri (Jnr)	1056	56	Mere Whitikau
1017	17	Hirawanu	1057	57	Eruera Te Rangihina a.k.a Te Rangihirira
<b>Anamahanga No.2<sup>2</sup></b>			1058	58	Hemi Te Moana
1018	18	Te Hira Wakapaki	<b>Ruakaka 3. <sup>5</sup></b>		
1019	19	Manihera Wakapaki	1059	59	Hoani Ngapakī Ruakaka
1020	20	Hapulana Wikitoa	<b>Torea Moua No.1<sup>6</sup></b>		
1021	21	Karomiko Temuera	1060	60	Arapera Te Hurakia
1022	22	Hohala Pākī	1061	61	Retimana Wharekaho
1023	23	Hewa Pākī	1062	62	Matiu Tamaawal
1024	24	Tuhanga Pākī	1063	63	Te Rangimoko
1025	25	Te Whao Pākī	1064	64	Retimana Wiwi
1026	26	Hiritaua Wakapaki	1065	65	Tipene MaWhana
1027	27	Mate Wakapaki	1066	66	Te Ariki
1028	28	Horina Pākī	1067	67	Tamati Paipa
1029	29	Mereana Pākī	1068	68	Paora
1030	30	Ramari Pākī	1069	69	Pirihira Mōkaī
1031	31	Metapere Temuera	1070	70	Heni Hineahi
1032	32	Tutini Mulroy	1071	71	Taralpine Tawhaki
1033	33	Herata Pāihi	1072	72	Meri Nihana
1034	34	Torere Pikiwhara	1073	73	Taralpine Nihana
1035	35	Mere Torere Mulroy	1074	74	Roka Nihana
1036	36	Tiemi Torere Mulroy	1075	75	Metepaere Te Rangī
<b>Ruakaka 1<sup>3</sup></b>			<b>Torea Moua No.2<sup>7</sup></b>		
1037	37	Ropata Ngapakī	1076	76	Te Hīta Manoa
1038	38	Hohepa Ngapakī	1077	77	Hamuera Poehitaka
1039	39	Tamati Te Hawe	1078	78	Rupuha Paramahoe
1040	40	Hoani Ngapakī	1079	79	Ropoama Ruphua
1041	41	Herata Te Puke	1080	80	Neta Toea
			1081	81	Rakera Kaltaumata
			<b>Torea Moua No.3<sup>8</sup></b>		

<sup>1</sup> NRB 1 90, 117-121, 123-124 (1989)  
<sup>2</sup> NRB 1 90, 117-121, 123-124 (1989)  
<sup>3</sup> NRB 1 pages 77 and 113 (1989)

<sup>4</sup> NRB 1 pages 77 and 113 (1989)  
<sup>5</sup> NRB 1 pages 77 and 113 (1989) Ropata Ngapakī & Hoani Ngapakī Ruakaka  
<sup>6</sup> NRB 1 pages 74-76, 138-141 (1989)  
<sup>7</sup> NRB 1 pages 74-76, 138-141 (1989)

Handwritten signatures and initials, including "CUB" and "RER".

Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

1082	82	Te Matina Manoa
1083	83	Hamiora Tamaranga
1084	84	Timoti Rupuha Te Pāki
1085	85	Karitopira
1086	86	Korouiria
1087	87	Hapuroa Te Pāki
1088	88	Tarete Tewhara Manoa
1089	89	Tauhei Rupuha
1090	90	Miriana Te Pāki
1091	91	Ko Pākia
1092	92	Henī Mimikau
1093	93	Henare Kereopa
1094	94	Roka Kereopa
<b>Tuaoamal<sup>9</sup></b>		
1095	95	Hare Tlaki Te Puku
1096	96	Henare Te Puku
1097	97	Hematini Te Puku
1098	98	Tiemi Te Puku
1099	99	Tiripa
<b>Waikawa No.1<sup>10</sup></b>		
1100	100	Karitopira
1101	101	Henare Te Moana
1102	102	Hamiora Tamaranga
1103	103	Hamuera Te Ketu
1104	104	Mohi Ngawhatu
1105	105	Te Kararo
1106	106	Hamuera Tutawhia
1107	107	Atereta Tewhara
1108	108	Pirihira Ngawaka
1109	109	Amiria Kino
1110	110	Neta Matina
1111	111	Te Ringakura
1112	112	Henī Mimikau
1113	113	Te Matina Te Moana
1114	114	Kereopa Taimoana
1115	115	Karouiria
1116	116	Ko Pākia
1117	117	Henare Kereopa
1118	118	Roka Kereopa
1119	119	Mohi Te Hura
<b>Waikawa No.2<sup>11</sup></b>		
1120	120	Arapere Te Hura
1121	121	Herewini NgaMutunga
1122	122	Te Nihana Pākira
1123	123	Mitikihanga
1124	124	Te Retimana Te Wharekaho
1125	125	Hakaraia TeRanghikola
1126	126	Maikara
1127	127	Pirihira Mōkai
1128	128	Matiu Tamaawal
1129	129	Tipene Maiwhana
1130	130	Te Ariki
1131	131	Tamati Paipa
1132	132	Henī Hineahi
<b>Waikawa<sup>12</sup></b>		
1133	133	Meri Nihana
1134	134	Roka Nihana
1135	135	Tarapine Nihana
1136	136	Hematini Te Puku
1137	137	Tiripa Te Puku
1138	138	Henare Te Puku
1139	139	Matepere Te Rangi
<b>Waikawa No.3<sup>13</sup></b>		
1140	140	Tiaka Te Puku
1141	141	Ngapungarehu
1142	142	Paora Te Rauparaha
1143	143	Ropata Whitikau
1145	145	Karauama Kōpura
1146	146	Kawhena Ngarua
1147	147	Kurae Whitikau
1148	148	Rahera Te Ahimanga
1149	149	Hara Karuama
1150	150	Te Rangimoko
1151	151	Te Retimana Wiwi
1152	152	Tarapine Tawhaki
1153	153	Tiemi Te Puku
<b>Waikawa No.4<sup>14</sup></b>		
1154	154	Hamuera Taka
1155	155	Nopera Te Kaka
1156	156	Hona Te Haupohē
1157	157	Rawiri Te Pāki
1158	158	Timoti Te Pāki
1159	159	Miritona Te Pāki
1160	160	Te Koi
1161	161	Ihaka Te Wharekaho
1162	162	Te Hiti Manoa
1163	163	Timoti Rupuha
1164	164	Ropoama Rupuha
1165	165	Pepene Te Kaka
1166	166	Hakiaha Kōpapa
1167	167	Miriama Te Pāki
1168	168	Rakera Tauhei
1169	169	Timoti Parenga

<sup>9</sup> NMB 1 pages 74-76, 139-141 (1989)

<sup>10</sup> NMB 1 pages 74-76, 139-141 (1989)

<sup>11</sup> NMB 1 pages 82, 198-201

<sup>12</sup> NMB 1 pages 82, 198-201

<sup>13</sup> NMB 1 pages 82, 198-201

<sup>14</sup> NMB 1 pages 82, 198-201

<sup>15</sup> NMB 1 pages 82, 198-201

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Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

1170	170	Hapurona
1171	171	Rakera Kaitaumata
<b>Waikawa No.5<sup>15</sup></b>		
1172	172	Hone Tanerau 2 acres at walkouiti
<b>Oamaru No.1<sup>16</sup></b>		
1173	173	Rihari Tahuaroa
1174	174	Te Karira Hakumanu
1175	175	Heremaia Mātenga
1176	176	Minarapa Pōhātu
1177	177	Werereka Maapu
1178	178	Kaiapa Pokaikehu
1179	179	Te Penaha Te Hūnga
1180	180	Wi TeAuparapara
1181	181	Te Karira Tahuaroa
1182	182	Tamati Ngatonga
1183	183	Roka Pawaau
1184	184	Irihapeti kaiapa
1185	185	Pirihira Tahuaroa
1186	186	Kararaina Paniraira
1187	187	Ruihi Parituutu
1188	188	Mere Karira
1189	189	Mata Hakumana
1190	190	Reu Takuraa
1191	191	Arapere Kaiapa
<b>Oamaru No.2<sup>17</sup></b>		
1192	192	Tamati Te Whakapakeke
1193	193	Hoani Koinaki
1194	194	Mohi Takanga
1195	195	Noa Napurangi
1196	196	Taituha Tawhiro
1197	197	Melihona Tetā
1198	198	Paora Paniraira
1199	199	Rihari Kaiapa
1200	200	Paraone Tiniwhai
1201	201	Utiku Te Whaiwhai
1202	202	Te Pata Te Pukahu
1203	203	Wiremu Pata
1204	204	Komene Te Pata
1205	205	Taituha Te Pata
1206	206	Harata Tanerau
1207	207	Maata Melihona
1208	208	Miriama Mātenga
1209	209	Meri Pōina
1210	210	Harata Heremaia
1211	211	Hemaina Taraikino
<b>Oamaru<sup>18</sup></b>		
1212	212	Hoeta Te Rawhi
1213	213	Pumipi Te Rau
1214	214	Kirihipu Kōpapa
1215	215	Pitama Tipao
1216	216	Hamarama Rongouinarangi
1217	217	Hori Patene
1218	218	Wi Te Taihua
1219	219	Hone Tanerau
1220	220	Heta Te Rau
1221	221	Hone Te Rau
1222	222	Riwai Te Rau
1223	223	Pipi Te Rau
1224	224	Hana Te Rau
1225	225	Reta Te Rau
1226	226	Rihari Tahuaroa 50 acres at Ngakuta Onauku
<b>Iwituaroa No.1<sup>19</sup></b>		
1227	227	Watene Taungatara
1228	228	Tuiti Kahutapa
1229	229	Rairini Watene
1230	230	Teietī Hoera
1231	231	Hamarama Watene
1232	232	Eruera Patara
1233	233	Rona Pungarehu
1234	234	Perere Nikorima
1235	235	Henī Hineahi
1236	236	Kuramahiao
1237	237	Hamiria Whakaruru
1238	238	Ramari Te Roto
1239	239	Mata Ngaonepu
1240	240	Maralni Huriwhenua
1241	241	Hoera Nikorima
1242	242	Hakarala Te Roma
1243	243	Nepe Tarima
1244	244	Parama Wharemaru
<b>Iwituaroa No.2<sup>20</sup></b>		
1245	245	Nikorima Rouaka
1246	246	Mohi Waikawau
1247	247	Hemi Watene
1248	248	Renata Te Raho
1249	249	Patara Tawhanga
1250	250	Ihaia Apaapa
1251	251	Teira Kauware
1252	252	Hore Te Kihī
1253	253	Hoani Purei
1254	254	Metapere Puti
1255	255	Rewa Kuao
1256	256	Reta Watene

<sup>15</sup> ANMB 1 pages 82, 186-201  
<sup>16</sup> ANMB 1 pages 84, 135-138, 150 (1889)  
<sup>17</sup> ANMB 1 pages 84, 135-138, 150 (1889)  
<sup>18</sup> ANMB 1 pages 84, 135-138, 150 (1889)

<sup>19</sup> ANMB 1 pages 72, 73, 89 (1889)  
<sup>20</sup> ANMB 1 pages 72, 73, 89 (1889)

Handwritten signatures and initials, including "KWS", "CB", and "RTV".

Te Ātīawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

1257	257	Hipara Mohi Waikawau
1258	258	Te Pata Waiharakeke
1259	259	Hemi Te Parekura
1260	260	Aperahama Manukonga
1261	261	Eraita Paroua
1262	262	Mereaina Hakarala
1263	263	Pirihira Waipipi
		<b>Hitaua<sup>21</sup></b>
1264	264	Katarina Hikimapu
1265	265	Pire Kinana
1266	266	Hōne Te Nākahi
1267	267	Hani Notini
1268	268	Arihia Taame
1269	269	Teoi Kinana
1270	270	Pire Matene Kinana
1271	271	Tiemi Kurateau
1272	272	Teo Poko
1273	273	Hoani Hape
1274	274	Neta Huria
1275	275	Hana Pire
1276	276	Reta Pire
1277	277	Mata Pire
1278	278	Mata Pire
1279	279	Ruhi Kinana
1280	280	Riria Rahuruhi
		<b>Mokopeke No.1<sup>22</sup></b>
1281	281	Rora Te Puia
1282	282	Hone Tanerau
1283	283	Hana Rau
1284	284	Hoeta Te Rau
1285	285	Kataraina Te Piki
1286	286	Hone Tanerau (Jnr)
1287	287	Riwai Tanerau
1288	288	Pipi Tanerau
1289	289	Hana Tanerau (Jnr)
1290	290	Matlu Tanerau
		<b>Mokopeke No.2<sup>23</sup></b>
1291	291	Hoeta Te Rawhi
1292	292	Pumipi Te Rau
1293	293	Hamarama Te Rongonuiarangi
1294	294	Hori Patene
1295	295	Wi Te Taihua
1296	296	Kirihipu Kupapa
1297	297	Paraone Tuuwhai
1298	298	Pitama Tipao
1299	299	Mere Kawerau
1300	300	Riria Hineata
1301	301	Mere Nui
1302	302	Eraita Paraone
		<b>Ngākuta<sup>24</sup></b>
1303	303	Rakera Te Ringakura
1304	304	Mere Haimona
1305	305	Heni Kereopa
1306	306	Tamihana Kereopa
1307	307	Te Whiu
1308	308	Hariata Kurakona
		<b>Te Iro<sup>25</sup></b>
1309	309	Rawiri Keepa
1310	310	Heni Keepa
1311	311	Wiremu Keepa
1312	312	Pirihira Whitikau
1313	313	Mere Whitikau
1314	314	Mata Whitikau
1315	315	Pare Te Teira
1316	316	Mere Te Teira
1317	317	Pipi Te Teira
1318	318	Ruhira Piripi
		<b>Te Pangu<sup>26</sup></b>
1319	319	Pirihira Whitikau
1320	320	Mere Whitikau
1321	321	Pero Ngapaki
1322	322	Ngawaikowai
1323	323	Hemi Te Moana
1324	324	Hariota Kereopa
1325	325	Heni Mimikau
1326	326	Hariata Kuraakona
1327	327	Te Ringakura
		<b>Whēkenū<sup>27</sup></b>
1335	335	Amo Hona
1336	336	Hami
1337	337	Hapua Hapua
1338	338	Hoani Ngapaki
1339	339	Huhuna Te Puke
1340	340	Hui Hariota
1341	341	Mere Hapua
1342	342	Pero Ngapaki
1343	343	Rakapa Te Puke
1345	345	Takahanga Te Puke
1346	346	Te Uinga Hariata (Ngapaki)
1347	347	Tami
1348	348	Whiurangi Hapua
1349	349	Wi Te Puke
1350	350	Roka TePuke

<sup>21</sup> NMB 1 pages 81 - 89 (1989)  
<sup>22</sup> NMB 1 pages 84, 135-136, 130 (1989)  
<sup>23</sup> NMB 1 pages 84, 135-136, 150 (1989)

<sup>24</sup> NMB 1 pages 162 - 163  
<sup>25</sup> NMB 1 page 110 (1989)  
<sup>26</sup> NMB 1 page 81 and 99 (1989)  
<sup>27</sup> NMB 1 page 81 and 99 (1989)

Handwritten signatures and initials, including "C.B.", "M.K.", "R.K.", and "H.K.", are present in the bottom right corner of the page.

Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

<b>Ngakuta Reserve (1515 acres)<sup>28</sup></b>		1395	Hori Te Kihi
1351	Haimona te Arama	1396	Metapere Puti
1352	Keni Rungaterangi	1397	Reta Watene
1353	Rakena te Ringakura	1398	Te Pata Waiharakeke
1354	Mere Halmoana	1399	Aperahama Manukonga
1355	Matiria Kaitopira	1400	Mereaina Hakarala
1356	Tamihana Kereopa	<b>Tahuahuu Reserve (221 acres)<sup>29</sup></b>	
1357	Naru Hurlata	1401	Erueti Manukapanganui
1358	Rena Hopa	1402	Roka Pehimana
1359	Henare te Moana	1403	Karena Taitua
1360	Heni Kereopa (Minikau)	1404	Pera Pehimana
1361	Hemi te Moaa	<b>Whuanuul Reserve (30 acres)<sup>30</sup></b>	
1362	Te Whlu	1405	Watene Taungatara
<b>Ngaruru 1<sup>29</sup></b>		1406	Heni Hineahi
1363	Watene Taungatara	1407	Rairini Watene
1364	Telet Meropino	1408	Perere Nikarina
1365	Teiti Hoera	1409	Rona Pungarehu
1366	Eruera Patara	1410	Miria Kuramalo
1367	Perere Rukarina	1411	Tuiti kahutopa
1368	Kuramahiao	<b>Te Papakereru Reserve (2 acres)<sup>31</sup></b>	
1369	Raumari Kuhakaruru	1412	Roera Heketangarangi (Arahura)
1370	Maratini Huriwhenua	<b>Toraemoua Includes:<sup>34</sup></b>	
1371	Kakarala Te Rimu	1413	Ropoama Te One
1372	Parama Wharemaru	1414	Ihaka te Wharekaho
1373	Tuiti Kahutopa	1415	Hita Ropoama
1374	Rairini Watene	1416	Heremaia Ngauruwhenua
1375	Hamarama Watene	1417	Nihana Pakira
1376	Rona Pungarehu	1418	Henare Te Moana
1377	Heni Hineahi	1419	Kereopa Talmoana
1378	Hamlora Noharuru	1420	Hakarala te Ranghikia
1379	Mata Ngaonepu	1421	Timoti Purenga
1380	Hoera Nikarina	1422	Mittiona te Paki
1381	Nepe Taruina	1423	Matini Tanuawai
<b>Ngaruru 2<sup>30</sup></b>		1424	Honu Te Aupoi
1382	Nikorima Rouaka	1425	Mohi Te Moana
1383	Hemi Watene	1426	Retimana Nohiwhi
1384	Patara Tawhanga	1427	Tarete te Nohara
1385	Teira Kauware	1428	Roka Nihana
1386	Hoani Purei	<b>Whatamango Reserve<sup>35</sup></b>	
1387	Rewa Kuso	1429	Kereopa Talmoana
1388	Hipara Mohi Waikawau	1430	Rihari
1389	Hemi te Parekura	1451	Amina Rapa
1390	Eraita Paroua	<b>Whatamango 30 Reserve<sup>36</sup></b>	
1391	Pirihira Walpiipi	1492	Tamati Katipa
1392	Mohi Wakawau	<b>Whatamango<sup>37</sup> sec 3 /4 resident 1856</b>	
1393	Renata te Raho		
1394	Ihala Apaapa		

<sup>28</sup> NMB 1 page 82 (1885)  
<sup>29</sup> NMB 1 pages 72, 73, 89 (1885)  
<sup>30</sup> NMB 1 pages 72, 73, 89 (1885)

<sup>29</sup> NMB 1 pages 76-77 (81 - 182 (1885))  
<sup>30</sup> NMB 1 pages 88 - 89 (1885)  
<sup>31</sup> NMB 1 pages 59 and 77 (1885)  
<sup>32</sup> NMB 1 pages 74 - 76, 139 - 141 (1885)  
<sup>33</sup> NMB 180 - 286 - 289 (1888) also note NMB 11 - 587  
<sup>34</sup> David Alexander page 286 whatamango purchased by Tames  
<sup>35</sup> NMB 1 page 80 (1885)

Handwritten signatures and initials, including "CUB" and "R. J. K.", are present in the bottom right corner of the page.

Te Ātīawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

1433	Tamati Katipa	1462	Tanieroa Love
1434	Karanama	1463	Utiku Love
1435	Kereopa		Section 90B1 and 101 QCS <sup>50</sup>
1436	Popata Haramona	1464	Iwhora Piripi
1437	Haramona	1465	Amiria Arthur
1438	Harawira		Section 101 QCS <sup>51</sup>
1439	Pehitua	1466	Daniel Love
1440	Tuira		Section 102 QCS <sup>52</sup> (southern shore of tory channel)
1441	Inia Ngongohau	1467	James Keenan
1442	Rihari te kawau		Section 9 & 15 Te Rua District <sup>53</sup>
1443	Minirapa		Section 1 LC Yellaton Run <sup>54</sup>
1444	Herereka	1468	Martha Heberley (aka Te Naihi)
1445	Ina Tuhata		Section 153 Block V Arapaoa Survey - Koanara <sup>55</sup>
1446	Hōne Tuhata		Maraetai Section 50 Block VIII Arapaoa <sup>56</sup>
1447	Ina Tuhata Jnr	1469	William Henry Keenan
1448	Kara te Hawe		Picton Town Section 635 <sup>57</sup>
1449	Mata te Peki		Picton Town Section 132 <sup>58</sup>
1450	Ria		Picton Town Section 1017 <sup>59</sup>
1451	Malkara hū		
1452	Hāroto		
1453	Pipī		
1454	Roka Tuhata		
1455	Wiri Tuhata		
	Kaireperepe Section 7 QCS District <sup>58</sup>		
	Kaipapa <sup>59</sup> Section 28 QCS		
1456	Tauaki Aldridge		
	Kaipapa Section 80 Queen Charlotte Sounds <sup>60</sup>		
	Te Awaiti Village section 8 <sup>41</sup>		
	Te Awaiti Village section 1 <sup>42</sup>		
	Te Awaiti Village section 3 & 4 <sup>43</sup>		
	Te Awaiti Village section 9 & 12 <sup>44</sup>		
1457	John Keenan		
1458	Kataraina Utiku		
	Pickersgill Island section 51 QCS <sup>45</sup>		
1459	Charlie Waitara		
1460	Karira Tahuaroa (Watson)		
	Whatapu Section 142 QCS (by resolution bay) <sup>46</sup>		
1461	Taare Waitara		
	Picton Town Section - section 225 <sup>47</sup>		
	Picton Town Section <sup>48</sup>		
	Anatohia Bay Section 90 <sup>49</sup>		

<sup>37</sup> David Alexander Pg 384 crown grant issued 1876 not Te Ātīawa Tūpuna (1?)<sup>38</sup> David Alexander Pg 387 crown grant issued 1867<sup>39</sup> David Alexander Pg 387 crown grant purchased 1861<sup>40</sup> David Alexander Pg 389 crown grant issued 1864 - life issued to Thomas Norton<sup>41</sup> David Alexander Pg 389 crown grant issued 1871 - Not Ātīawa<sup>42</sup> David Alexander Pg 389 crown grant issue 1864<sup>43</sup> David Alexander Pg 400 crown grant issued 1864<sup>44</sup> David Alexander Pg 390 crown grant issued 1865 Henry Stewsons & F Frederick but purchased 1876<sup>45</sup> David Alexander Pg 391 crown grant issued 1867 - William H Woodgate - sold to Taare Waitara<sup>46</sup> David Alexander Pg 392 Crown Grant issued 1857 - Not Ātīawa<sup>47</sup> David Alexander Pg 392 crown grant issued 1869 - Not Ātīawa<sup>48</sup> David Alexander Pg 404 crown grant issued 1863<sup>50</sup> David Alexander Pg 405 parish created 1916<sup>51</sup> David Alexander Pg 405 crown grant 1864 purchased love 1867<sup>52</sup> David Alexander Pg 408 crown grant 1865<sup>53</sup> David Alexander Pg 408 & 409 crown grant - Not Ātīawa<sup>54</sup> David Alexander Pg 409 crown grant<sup>55</sup> David Alexander Pg 410 crown grant<sup>56</sup> David Alexander Pg 412 crown grant<sup>57</sup> David Alexander Pg 413 crown grant<sup>58</sup> David Alexander Pg 414<sup>59</sup> David Alexander Pg 416

Handwritten signatures and initials at the bottom right of the page, including "AB", "KRR", and "H".

**Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012**

**Mohua, Motueka and 10<sup>th</sup> Reserves**

No.	Old	Reserve & Tūpuna	No.	Old	Reserve & Tūpuna
		<b>Aorere A (Collingwood A - Seaward end of main st - old Aorere Pā) Crown Grant<sup>60, 61</sup></b>	3028	299	Eruera Ihaka
3000		Tamati Pirimona	3029	240	Ihaka Ihaka
3001	230	Inia Te Hunahuna	3030	241	Wiremu Ihaka
3002		Mera Rewa	3031	242	Wikitoria Raniera
3003		Teira	3032	243	Matiaha Te Arohatai <sup>70</sup>
		<b>Aorere F (1)<sup>62</sup></b>	<b>Kaitangata Of Aorere 1841 Original Owners<sup>71</sup> (1893) (Tā)</b>		
3004	280	Ina Te Hunuhunu (Hunahuna)	3033		Tamati Marino
3005		Pirika Tanganui	3034	230	Ina Te Hunahuna
		<b>Aorere G (Collingwood G)<sup>63</sup></b>	3035		Kiriona Ringahuri
3006		Tamati Pirimona	3036		Ringahuri
3007	230	Inia Te Hunahuna	3037		Tamarau
		<b>Aorere H (Otaka) (Collingwood H)<sup>64</sup></b>	3038		Puku Ringahuri
3008		Tamati Pirimona	3039		Ranginohokau
		<b>Aorere I (Collingwood I) (Otaka)<sup>65</sup></b>	3040	292	Riria Wikiato
3009		Tamati Pirimona	<b>Tukurua Block Urupa<sup>72</sup></b>		
3010		Mera Rewa	3041		Pirika
		<b>Aorere J (9)<sup>66</sup></b>	3042		Pirihira Manahera
3011		Tamati Pirimona	3043		Mata Pirika
3012	230	Inia Te Hunahuna	3044		Mere Pirika
3013		Mera Riwa	3045		Tāura Pirika
3014		Teira	3046		Karira Wiremu Pirika
		<b>Aorere 14 Crown Grant<sup>67</sup></b>	3047		Meri Wiremu Pirika
3015		Tamati Pirimona Manna (Freeman) (Te Wetu Takara)	<b>Pakawau Reserve Te Rae - Puponga<sup>73</sup></b>		
		<b>Aorere 15 on the Aorere River bend<sup>68</sup></b>	3048		Te Koihua
3016		Tamati Pirimona	3049		Hemi Kuku
3017	230	Inia Te Hunahuna	<b>Pakawau Te Whananganui (Tauaro)<sup>74</sup></b>		
3018		Mera Riwa (Mera Riwha (Te Mera))	3050		Matiaha (Matiaha Te Arohatahi)
		<b>Tākaka A Urupa -East bank of the Tākaka River Mouth</b>	<b>West Wanganui 7th July 1863<sup>75</sup></b>		
3019		Tamati Pirimona	3051		Eruera Tatana Te Keha
3020	230	Inia Te Hunahuna	3052		Eruini Te Keha
3021		Mera Riwa	3053		Hoani Tatana Te Keha
		<b>Takaka and Aorere Residents Owners &amp; Successor NLC 1893<sup>69</sup></b>	<b>Pariwhakaoho 101<sup>76</sup></b>		
3022	299	Wikitoria Te Puoho	3054		Eruera Tatana
3023	234	Herewine Te Keha	3055		Henare Tatana
3024	235	Hoani Te Keha	3056		Huhana Tatana
3025	236	Henare Tatana	3057		Euera Ihaka
3026	237	Huhana Tatana	3058		Ihaka Ihaka
3027	238	Tuklaka Ihaka	3059		Wiremu Ihaka
			3060		Hoani Tatana
			3061		Herewine Tatana
			<b>Pariwhakaoho, w, x, y<sup>77</sup></b>		
			3062		Henare Tatana

<sup>60</sup> McKay Vol II pp 312, 336 – David Alexander Vol II pp 343  
<sup>61</sup> Rob McKewen brief of evidence Wānangī Tribunal – Mōtara Whakapapa – 2003  
<sup>62</sup> McKay Vol II pp 312, 336  
<sup>63</sup> McKay Vol II pp 312, 336 – David Alexander Vol II pp 335 – 336  
<sup>64</sup> McKay Vol II pp 312, 336 – David Alexander Vol II pp 334 – 335, NMB 2 pp 343  
<sup>65</sup> McKay Vol II pp 312, 312, 336 – David Alexander Vol II pp 340 – 342 – NMB 2 / 34  
<sup>66</sup> David Alexander Vol II pp 343 – 347, NMB 1 pp 41 NMB 3 pp 141  
<sup>67</sup> McKay Vol II 315, David Alexander Vol II pp 332 – 333  
<sup>68</sup> David Alexander Vol II pp 329 – 330, NMB 1 pp 46, NMB 5 pp 6  
<sup>69</sup> NMB 3 pp 57

<sup>70</sup> Rob McKewen brief of evidence Wānangī Tribunal – Mōtara Whakapapa – 2003  
<sup>71</sup> NMB 3 pp 54 – NMB 2 pp 276, 277  
<sup>72</sup> NMB 2 pp 249 – 251  
<sup>73</sup> NMB 2 pp 151 McKay 1/289-292 McKay II pp 313  
<sup>74</sup> NMB 2 pp 134  
<sup>75</sup> McKay Vol II pp 325  
<sup>76</sup> Schedule of Owners – Native Land Court Nov 1892  
<sup>77</sup> Schedule of Owners – Native Land Court Nov 1892

Handwritten signatures and initials, including "CUB" and "MKB".



Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

3063	Huhana Tatana
3064	Eurera Ihaka
3065	Tukiaka Ihaka
3066	Ihaka Ihaka
3067	Wiremu Ihaka
Parlwhakaoho 79, z2 & Z3 <sup>78,79</sup> - Z3 (Urupa)	
3068	Te Keha
3069	Hoani Tatana Te Keha
3070	Henare Tatana
Te Tai Tapu <sup>80</sup>	
3071	Henare Tatana
3072	Rawiri Watino
3073	Rihari Tahuaroa
Turimawiri to Taumaro <sup>81</sup>	
3074	Henare Te Keha
3075	Tamati Pirimona
Motupipi 18 reserve I Crown Grant <sup>82</sup> (west bank of the Motupipi River)	
3076	Hohaia Rangirunga
3077	Wi Kariwha (died 1893 Kariwha)
Motupipi 19 Reserve I Crown Grant <sup>83</sup>	
3078	Rawiri
3079	Hora Watine (Watino)
Motupipi 1H	
3080	Rawiri Watene (Watino)
Crown Grant section 160 Motupipi, 1870 <sup>84</sup>	
3081	Rawiri Watino (Watene)
3082	Wi Kiriwha (Wiki Riwha ?)
3083	Hohaia Rangirunga
3084	Raruhi Renata (kareona)
3085	Haura Re! Kareona (karehana)
3086	Hira Watino (wateno ?)
3087	Ripene Tupahau
3088	Aperahama Matemate
3089	Ripene Tupahau (Ripini Takarangi)
3090	Hirini te Kahu
3091	Renata Hoani [Hirini?]
3092	Matu Hoani [Hirini?] (te Kaaho) (Mātini)
3093	Raruhi
Rototai and Motupipi <sup>85</sup>	
3094	Raharuhi
3095	Wikiriwha
3096	Rangiauaahi Kotua
Awaroa <sup>86</sup>	
3097	Merenako
3098	Pene Miti Kakauwere
Wainui, Taupo <sup>87</sup>	
3099	Heni Ngarewai
Sandy Bay section 27 NLC 1892 <sup>88</sup>	
3100	Tame Parana (Wi Parana son)
3101	Tamati Parana
3102	Rita Ranginui
3103	Teira Ranginui
3104	Mamu
3105	Mata Munu
3106	Roka Parana
3107	Panapa
3108	Hori Parana
3109	Peti Hori Parana
3110	Meri Tamati Parana
Marahau Residents Owners & Successors NLC 1893 <sup>89</sup>	
3111	250 Ngapaki Parana
3112	251 Edward Annesly Bishop
3113	252 Miriama Putaputa
3114	253 Talere Putaputa
3115	254 Reupene Moroki
3116	255 Poharama Tauhei
3117	256 Mihirei Tauhei
Motueka 1841 ratified NLC 1893 <sup>90</sup>	
3118	Rangiarua
3119	Hoera Rangiauru
3120	Haimona Rangiauru
3121	Piripi Rangiauru
3122	245 Mere Nako
3123	246 Tame Te Maepa
3124	247 Te Katara
3125	248 Te Toi
3126	249 Hana Te Unuhi
3127	Herewine Ngapiko
3128	Te Rei Nganiho
3129	Raharuhi
3130	Matu Huriwhare
3131	Oriwia Te Rei
3132	Ripora
1893 10th Names submitted <sup>91</sup>	
3133	Tamati Marino
3134	Ringahuri,
3135	Ranginohokau

<sup>78</sup> McKay Vol II pp 310,313,336, NMB 1 pp44, NMB 2pp159, NMB 2 pp 157-159, 16, 344, NMB 3/58, Mitchell Vol 3 pp189

<sup>79</sup> Schedule of Owners – Native Land Court Nov 1892

<sup>80</sup> McKay Vol II pp 312, McKay Vol I pp 321-326, NMB 1 pp 1-11, 67,68 - Non residential Phone Numbers

<sup>81</sup> NMB 1 pp1-11 pp67-68, McKay Vol 1 pp 321 - Vol 1 pp312

<sup>82</sup> David Alexander Volume II pp613 - 614

<sup>83</sup> David Alexander Volume II pp614

<sup>84</sup> David Alexander Volume II pp 622 - 623D - Mitchell Volume I? page 174

<sup>85</sup> Rob McKewen brief of evidence Waitangi Tribunal – Mōhio Whakapapa – 2003

<sup>86</sup> McKay Vol 4 page 266

<sup>87</sup> Rob McKewen brief of evidence Waitangi Tribunal – Mōhio Whakapapa – 2003

<sup>88</sup> NMB 2 pages 254-255 (1892) NMB 3 pages 35-36 (1892) – also McKay II pages 310-314, 357, NMB 3 pp 276 / 278 NMB 3 pp 57

<sup>89</sup> NMB 3 pp 276 / 278 NMB 3 pp 57

<sup>90</sup> NMB 3 pp 276 / 278 NMB 3 pp 57

<sup>91</sup> NMB 3 pp 54 pp 57 – Mitchell Research Volume II

Handwritten signatures and initials: AP, WKM, TRK, CB, JK.

**Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012**

3136	Inia te Hunahuna	3154	Merenako
3137	Tamarau	3155	Tame te Maepa
3138	Riria W'kiato	3156	Te Kātara
3139	Kiriona Ringahuri	3157	Te Toi
3140	Piki (Puku) Ringahuri	3158	Hana te Unuhi
3141	Pirika Tanganui	3159	Wi Parana
3142	Henare te Keha	3160	Honeri Parana
3143	Eruera te Keha	3161	Hoani Potahi Parana
3144	Huhana te Keha	3162	Tamati Parana
3145	Heni Kohikiko Tatana	3163	Rawiri Putaputa
3146	Matiaha te Arohatai	3164	Hamarama te Ngako
3147	Metiria te Kahu	3165	Herewine Ngapiko
3148	Rainia te Arotahi (Rawinia Te Arohatai)	3166	Te Rei Nganiho
3149	Rangiauru	3167	Raharuhi
3150	Hoera Rangiauru	3168	Matlu Huriwhare
3151	Haimona Rangiauru	3169	Oriora te Rei
3152	Piripi Rangiauru	3170	Ripara (Ripora)
3153	Hohaia Rangiauru		

Handwritten signatures and initials, including "CLB" and "HP".

Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

## Past the Statutory Line and Landless

	Ngātiawa at Buller 1861 – correspondence and reports <sup>92</sup>	4057	Hope Ruka (Minor)
4000	Poharama Hotu	4038	Grace Lloyd
4001	Herewini Te Kaha	4039	Matria Pani Iruira
4002	Tamati Pirimona Marino		Whakapoi Landless Natives Reserve, December 1898 <sup>93</sup>
	Ngātiawa Land Purchases Karamea 1867 <sup>93</sup>	4040	Hematini Ruka
4003	Thomas Freeman	4041	Hine Mahuika
4004	Wirape Takarangi	4042	Henare Mahuika
	Ngāti Awa Landless 1887 <sup>94</sup>	4043	Frederick Reid
4005	Mary Mulroy	4044	Tame Ruka [Taare Ruka]
4006	James Mulroy	4045	Miriama
4007	Susan Mulroy	4046	Pape Ruka
4008	Reupena Moroki	4047	Te Puaha Mahuika
4009	Te Hata Tapata	4048	William Newton
	Kalapoi Ngātiawa 1860 <sup>95</sup>	4049	Paora Pani Waira
4010	Haata Toremi	4050	Hera Mahuika
4011	Tamati Tikao	4051	Wiki Ruka
4012	Karauria Kapiti		Whakapoi SD <sup>96</sup>
4013	Hakuria	4052	Wheretū Ruka
4014	Arapera Te Motukatōa	4053	Te Mataniho Mahuika (Minor)
	Karamea Ngāti Awa <sup>96</sup>	4054	Emma Ruka (Minor)
4015	Tamati Pirimona	4055	Sarah Poharama (Minor)
	Whakapoi Landless Natives Reserve <sup>97</sup>	4056	Harata Pene
4016	Hematiri Te Ruka [Hematini Ruka]	4057	Miria Ruka
4017	Frederick Reid	4058	Hemi Waiti
4018	Tama Ruka	4059	Heni Mahuika
4019	Miriama	4060	Matria Pani Iruira
4020	Hori Tēpa (minor)		Heaphy SD <sup>100</sup>
4021	Pape Ruka	4061	Hohepa Ruka (Minor)
4022	Hoheka Ruka [Hohepa Ruka] (Minor)	4062	Hone Ruka (Minor)
4023	Hone Ruka (Minor)	4063	Meri Ruka (Minor)
4024	Meri Ruka (Minor)	4064	Hopa Ruka (Minor)
4025	William Newton	4065	Grace Lloyd
4026	Paora Pani Waira	4066	Titi Mahuika
4027	Wiki Ruka	4067	Hori Te Pa Mahuika
4028	Weretū Ruka		Toitoti Landless Native Reserve <sup>101</sup>
4029	Harata Pene	4068	Pata Taituha Maukuku
4030	Meria Ruka	4069	Tini Korehe Rakaitekura
4031	Te Mataniho Mahuika (Minor)	4070	Mihimete Tamati
4032	Emina Ruka (Minor)	4071	Kaa Takurua Tamati
4033	Sarah poharama (Minor)	4072	Te One Takurua
4034	George Smith (Minor)	4073	Te Oti Reupene Takurua
4035	Hemi Waiti	4074	Tini Korehe Rakaitekura
4036	Hemi Mahuika	4075	Kaa Takurua
		4076	Te Kore Takurua

<sup>92</sup> Māori Signatories to a memorial – Mitchell Vol II: PP 229<sup>93</sup> Mary Gillingham  
<sup>94</sup> Mary Gillingham  
<sup>95</sup> Mary Gillingham  
<sup>96</sup> Mary Gillingham  
<sup>97</sup> Mary Gillingham<sup>98</sup> Mary Gillingham<sup>99</sup> Mary Gillingham<sup>100</sup> David Alexander Landless Natives pp 163 – 165<sup>101</sup> David Alexander Landless Natives – Mary Gillingham

Handwritten signatures and initials in blue ink, including "CUB", "RKR", and "JK".

Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012

4077	Erina Takurua
4078	Te Putaka Takurua
4079	Te Ata Tahupare Takurua
4080	Meri Rongopare
4081	Hoani Te Wanikau Te Whare Takurua
4082	Harata Te Kahu Takurua
4083	Reita Te Ruma Takurua
4084	Mihi Takurua
4085	Herewini Reupene Takurua
<b>Port Adventure Landless Natives Reserve 1895<sup>102</sup></b>	
4086	Tiemi Tiakai Puku
4087	Teone Puku
4088	Hoeta Taituha
4089	Torere Taituha
4090	Moari Taituha
4091	Lizzie Emma O'Donnell
4092	John O'Donnell
4093	Louisa O'Donnell
4094	Martha Ann O'Donnell
4095	Walter Arthur O'Donnell
4096	Hugh Augustus O'Donnell
4097	Hare O'Donnell
4098	Ngapaki Parana
4099	Mere Torere (Mulroy)
4100	Tiemi Torere
4101	Kataraina te Piki
4102	Philip John Haines (Himes)
4103	Arahura Kainu
4104	Kaipuka
4105	Kapurangi
4106	Piripi Kare
4107	Rau Karewa
4108	Raniera Karena
4109	Rangaunu Karena
4110	Te Karoro
4111	Te Kawa
4112	Makareta Te Kawa
4113	Te Keepa
4114	Hemi Matiaha
4115	Teretiu Matiaha
4116	Wiremu Pata
4117	Matiu Te Rau (Love)
4118	Taituha Rau (Love)
4119	Tamihana Talmoana
4120	Mere Takanga
4121	Rihari Watson
4122	Rihi Maggie Rees

<sup>102</sup> David Alexander Landless Natives

UKW 5  
 AP  
 RKR  
 CHB  
 JK

Tannyson Inlet Marlborough Natives <sup>103</sup> "A"				
No.	Old	Surname		
4123		Karira Tamati	4166	Tanerau Riwai
4124		Karira Repora	4167	Tanerau Pipi
4125		Karira karira	4168	Tanerau Hana Jr
4126		Karira Taura	4169	Tanerau Pumipi Hone
4127		Karira Taare	4170	Tanerau Wirihana
4128		Karira Pareiri	4171	Tanerau Kuru
4129		Karira Rangikauna	4172	Tanerau Turama M
4130		Karira Mihi	4173	Tanerau Hoeta
4131		Karira Te Kore	4174	Tanerau Hera Hone
4132		Karira Riria	4175	Tanerau Mohi
4133		Karira Rihari	4176	Tanerau Komini
4134		Karira Iringa	4177	Tanerau Tau Piwa
4135		Karira Timoti	4178	Tanerau Kareko
4136		Matangi Rangl	4179	Tanerau Te Whare
4137		Matangi Hine Waewae	4180	Utiku Matene
4138		Matangi Tanaki	4181	Utiku PaIRama
4139		Matangi Tamaahua	4182	Utiku Takana
4140		Matangi Honi	4183	Utiku Kawe
4141		Matangi Pepi	4184	Utiku Pipi
4142		Miriama Tahuahua	4185	Utiku Kalpuke
4143		Natana	4186	Watene Rangl
4144		Pawaau Mere	4187	Haata (Arthur) Teone
4145		Pehimana Roka	4188	Haata (Arthur) Tiaki
4146		Tahua	4189	Haata (Arthur) Henare te Moana
		<b>Marlborough Natives "B"</b>	4190	Haata (Arthur) Amiria
4147		Reu Tini	4191	Hokiariki
4148		Reu Katarina	4192	Kereopa Mere
4149		Reu Teoti	4193	Kereopa Amiria
4150		Love Utiku	4194	Kereopa Heni
4151		Love Wi Tako	4195	Wahine Puhl
4152		Love Hape	4196	Kinana Neta
4153		Love Nui	4197	Kinana Reta
4154		Love Whetowheto	4198	Kinana Roera
4155		Love Mere	4199	Kinana Nopera
4156		Love Makoare	4200	Kinana Riwai
4157		Love Akirou	4201	Kinana Heni Ruihl
4158		Love Harete	4202	Kinana Ranlera
4159		Makoare Pohe	4203	Kinana Takarangi
4160		Puketapu May (Woodgate)	4204	Kinana Teera
4161		Puketapu Mihi May	4205	Kinana Ropata
4162		Putu Mere	4206	Kinana Teone
4163		Takanga Hare	4207	Kinana Turi
4164		Tanerau Hone	4208	Kinana Poko
4165		Tanerau Ihaka	4209	Kinana Wire
			4210	Kinana Ngawaea
			4211	Kinana Maata te Nalhl (Te Awalti)
			4212	Kinana Ani
			4213	Kinana Mere Make

<sup>103</sup> Mitchell Research Volume 47

Handwritten signatures and initials in blue ink, including "ALONG" and "CLB".

**Te Ātiawa o Te Waka-a-Māui Tūpuna Booklet (1) Schedule 3 Endorsed 9<sup>th</sup> November 2012**

4214	Kinana Arapata	4238	Norton Teone
4215	Kinana Rora	4239	Norton Tame Kuao
4216	Kinana Moki Hahi	4240	Norton Irihapeti J
4217	Kinana Ropata	4241	Norton Maa
4218	Keenan Paora Piri	4242	Norton Rawinia J
4219	Keenan William Jr	4243	Norton Hariata Jr. (now Mrs Patterson)
4220	Keenan Marsha	4244	Norton Kataraina
4221	Keenan Johnny	4245	Norton Alice T
4222	Keenan Lovey	4246	Aldridge Henry
4223	Keenan Julia	4247	Aldridge Elizabeth (Mrs Robinson)
4224	Keenan William Henry	4248	Aldridge Alice Mary (Mrs Redmond)
4225	Adams Sarah	4249	Aldridge Charles
4226	Heberley John	4250	Aldridge William
4227	Heberley Joseph	4251	Aldridge Michael
4228	Heberley James	4252	Arareti Tiaki
4229	Heberley Jacob	4253	Arareti Teoti
4230	Heberley Henry	4254	Huntley William
4231	Humphrey Susan	4255	Huntley Edward
4232	Norton Hare	4256	Huntley Donald
4233	Norton Tiemi	4257	Huntley Allen
4234	Norton Tiemi Jr	4258	Huntley Annie
4235	Norton Timoti	4259	Huntley Helen
4236	Norton Tiki Jr		
4237	Norton Hawe		

Handwritten signatures and initials in blue ink, including "AP", "TK", and "CLS".

**SCHEDULE 4  
MANDATED IWI ORGANISATION AND IWI AQUACULTURE ORGANISATION**

**1 PURPOSES**

**1.1 Incidental Kaupapa/Objects**

Incidental to, and to give effect to the kaupapa/objects in clause 3 of this Deed the trustees shall:

- a. directly receive and hold, on behalf of Te Ātiawa o Te Waka-a-Māui on the trusts set out in clause 3.1 of the Deed, Settlement Cash Assets allocated and grants made to Te Ātiawa o Te Waka-a-Māui by Te Ohu Kai Moana Trustee Limited;
- b. receive distributions from Te Pūtea Whakatapu Trustee Limited and Te Wai Māori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the MF Act and to hold those distributions on the trusts set out in clause 3.1 of the Deed or on such other trusts as are required in order to ensure that a distribution to the Trustees by either of those companies would be within the purposes for which those companies hold their funds and make those distributions;
- c. if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:
  - i. claims under section 11 of the MF Act;
  - ii. the allocation of:
  - iii. harbour quota under section 143 of the MF Act; and
  - iv. freshwater quota under section 148 of the MF Act;
- d. establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;
- e. establish one or more Asset Holding Companies that, in each case:
  - i. is wholly owned by the Trustees;
  - ii. is separate to the companies referred to in sub-paragraph (d);
  - iii. performs the functions and complies with the requirements set out in sections 16 to 18 of the MF Act; and
  - iv. performs any other function, but not if doing so would be inconsistent with sections 16 to 18 of the MF Act;

and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1 of the Deed;

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- f. perform the functions provided for, by or under the MF Act in respect of a Mandated Iwi Organisation, in a manner consistent with the MF Act;
- g. represent Te Ātiawa o Te Waka-a-Māui by voting at any meeting convened under:
  - i. clause 1 or clause 6 of Schedule 8 to the MF Act, to appoint or remove a member or alternate member of Te Kāwai Taumata;
  - ii. section 117 of the MF Act, implemented in accordance with clause 1 of Schedule 8 to the MF Act, to appoint a member of a committee of representatives;
- h. act on behalf of Te Ātiawa o Te Waka-a-Māui in relation to aquaculture claims and Aquaculture Settlement Assets under the Māori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Trustees must act for the benefit of all Members of Te Ātiawa o Te Waka-a-Māui irrespective of where those Members reside, including:
  - i. directly receiving and holding, on behalf of Te Ātiawa o Te Waka-a-Māui Aquaculture Settlement Assets allocated to Te Ātiawa o Te Waka-a-Māui by Te Ohu Kai Moana Trustee Limited in accordance with the Māori Commercial Aquaculture Claims Settlement Act 2004; and
  - ii. entering into Aquaculture Agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Settlement Assets; and
- i. perform other functions provided for, by or under the MF Act or applicable Treaty settlement legislation or any other enactment or otherwise.

## 2 STRATEGIC GOVERNANCE

### 2.1 The Trustees must exercise strategic governance over:

- a. its Asset Holding Companies, any Fishing Enterprise, and all other Trust Entities; and
- b. the process to examine and approve annual plans that set out:
  - i. the key strategies for the use and development of Fisheries Settlement Assets of Te Ātiawa o Te Waka-a-Māui;
  - ii. the expected financial return on those Fisheries Settlement Assets and Historical Claims Settlement assets;
  - iii. any programme to:
    - 1) manage the sale of annual catch entitlements derived from the Settlement Quota held by the Asset Holding Companies; and
    - 2) reorganise the Settlement Quota held by the Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the MF Act,

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but not in such a manner as shall result in any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this paragraph 2 or any other provision of this Deed prevent the Trustees or any Trust Entity or Subsidiary from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1 of the Deed.

### 3 VOTING PROCEDURE

#### 3.1 Any resolution to:

- a. amend the constitution of any Asset Holding Company (in accordance with the requirements of sections 17, and 18 as the case may be, of the MF Act) or to amend the Constitution of any Trust Entity;
- b. dispose of Income Shares (in accordance with section 70 of the MF Act);
- c. treat Quota as Settlement Quota in accordance with section 159 of the MF Act;
- d. dispose of Settlement Quota in accordance with section 162 of the MF Act;
- e. rationalise any Settlement Quota (under section 172 of the MF Act); and
- f. enter into a transaction or a series of transactions, or to agree to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the MF Act, including an option, security, mortgage, or guarantee, that could result in:
  - i. the sale of Income Shares or Settlement Quota by an Asset Holding Company; or
  - ii. Te Ātiawa o Te Waka-a-Māui or the Trust being disentitled for a period of more than 5 years to:
    - 1) the income from the Income Shares; or
    - 2) the income from the annual catch entitlement arising from the Settlement Quota; or
    - 3) the control or use of the annual catch entitlement arising from the Settlement Quota;

must be approved by not less than 75% of the Adult Members of Te Ātiawa o Te Waka-a-Māui who are entitled to vote and cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the MF Act.

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### 3.2 Any resolution to:

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

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

- 3.3 In the case of a resolution not described in clause 6.1(a) of the Deed a resolution shall be passed if more than 50% of the Adult Members of Te Ātiawa o Te Waka-a-Māui who are entitled to vote actually cast a vote in favour of the resolution in accordance with the procedure determined and published by the Trustees and in the absence of the Trustees publishing the procedure by a show of hands at the General Meeting.

## 4 ANNUAL REPORT

- 4.1 The Annual Report required by clause 7.2 of the Deed shall include a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:

- a. the quantity of Settlement Quota held by all Asset Holding Companies at the beginning of that year; and
- b. the value of Settlement Quota sold or exchanged in that year; and
- c. the identity of the purchaser or other party to the exchange; and
- d. any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the Settlement Quota; and
- e. the Settlement Quota interests that have been registered against the Quota shares of the Trust; and
- f. the value of Income Shares sold, exchanged, or acquired; and
- g. a report on the interactions of the Trustees in fisheries matters:
  - (i) with other entities within Te Ātiawa o Te Waka-a-Māui and
  - (ii) with other Mandated Iwi Organisations; and
  - (iii) with Te Ohu Kai Moana Trustee Limited; and
  - (iv) any changes made under section 18 of the MF Act to constitutional documents of the Trust or those of its Asset Holding Companies.

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## 5 ANNUAL PLAN

- 5.1 a. an annual plan for the next financial year as required by clause 7.2 of the Deed must include:
- i. the policy of the Trustees in respect of the sales and exchanges of Settlement Quota; and
  - ii. any changes in that policy from the policy for the previous year; and
  - iii. any proposal to change the constitutional documents of any Trust Entity or Subsidiary that is a fishing company.
- b. **Asset Holding Company Annual Report:**
- in relation to every Asset Holding Company that receives Settlement Quota and Income shares (or other settlement assets), and in relation to any enterprise established by the Trustees under paragraph 8 of this schedule to conduct fishing operations utilising annual catch entitlement from the Settlement Quota, to harvest, process or market fish, or be involved in any joint venture for those purposes (each referred to in paragraph 8 of this schedule as an "enterprise") an annual report on:
- i. the performance of that enterprise; and
  - ii. the investment of money of that enterprise; and
  - iii. the annual plan of that enterprise, including:
    - 1) the key strategies for the use and development of Te Ātiawa o Te Waka-a-Māui's Fisheries Settlement Assets;
    - 2) the expected financial return on those Fisheries Settlement Assets;
    - 3) any programme to:
 

manage the sale of annual catch entitlements derived from the Settlement Quota; or

reorganise the Settlement Quota held by that enterprise by buying or selling Settlement Quota in accordance with the MF Act; and
- c. any proposal to change the constitutional documents of any Asset Holding Company.

## 6 SPECIAL GENERAL MEETINGS

- 6.1 Further to clause 7.3 (b) to the Deed no Special Meeting may be convened to consider:
- a. disposal of Income Shares (in accordance with section 70 of the MF Act);
  - b. a request to Te Ohu Kai Moana Trustee Limited to treat Quota as Settlement Quota (in accordance with section 159 of the MF Act);

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- c. disposal of Settlement Quota (in accordance with section 162 of the MF Act); or
- d. a request for rationalisation of Settlement Quota (under section 172(3) of the MF Act);

unless the Trustees have resolved to:

- e. seek approval of the Adult Members of Te Ātiawa o Te Waka-a-Māui (under section 70 of the MF Act);
- f. obtain the approval of the Adult Members of Te Ātiawa o Te Waka-a-Māui (under section 159 of the MF Act);
- g. obtain the prior approval of the Adult Members of Te Ātiawa o Te Waka-a-Māui (under section 162 of the MF Act); or
- h. obtain the prior approval of the Adult Members of Te Ātiawa o Te Waka-a-Māui (in accordance with section 172 of the MF Act),

as the case may be.

**6.2 Notice of Meetings:** Notwithstanding the requirement of clause 7.3 of the Deed which requires not less than 15 Working Days notice to be given for General or Special Meetings, 20 Working Days notice shall be given for any meeting called to:

- (a) consider and/or vote on any matters in regard to paragraphs 6.1 a. - d. of this schedule; or
- (b) to amend the constitution of any Asset Holding Company;

in accordance with the requirements of sections 17 or 18 of the MF Act (as the case maybe), and in accordance with the Deed.

## 7 ASSET HOLDING COMPANY AND FISHING ENTERPRISE

### Trustees must hold an Asset Holding Company

**7.1** The Trustees must ensure that it has at least one Asset Holding Company and, to the extent and for so long as required by the MF Act, subject to paragraph 6.1 of this schedule and the provisions of paragraphs 3.1(a) and (b) of this schedule, that 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 MF Act, which at the date of this Deed are that the Asset Holding Company:

- a. must be and remain wholly owned and controlled by the Trustees;
- b. must not have any of its Directors who are Trustees;
- c. must have constitutional documents that have been approved by a simple majority of the Trustees as complying with the requirements of the MF Act;

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- d. must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;
- e. must receive and hold, on behalf of the Trustees, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by, Te Ātiawa o Te Waka-a-Māui under the MF Act;
- f. must provide dividends solely to the Trustees;
- g. must not undertake fishing or hold a fishing permit;
- h. must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trustees have complied with its obligations under this Deed including without limitation clause 7.3 of the Deed and sections 69 to 72 of the MF Act;
- i. must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trustees have complied with its obligations under this Deed including without limitation clause 7.3 of the Deed and sections 161 to 176 of the MF Act;
- j. in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the MF Act;
- k. may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;
- l. may transfer to any such Subsidiary Asset Holding Company some or all of the assets received under paragraph 7.1(e) of this schedule;
- m. any Subsidiary Asset Holding Company established under the preceding paragraphs:
  - i. must be and remain wholly owned by the Asset Holding Company that established it;
  - ii. must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under paragraph 7.1(l) of this schedule;
  - iii. must provide dividends solely (but indirectly) to the Trustees;
  - iv. must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trustees have complied with its obligations under sections 69 to 72 of the MF Act;
  - v. in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the MF Act;
  - vi. may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it shall ensure complies with the obligations of this paragraph 7.1; and

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must not undertake fishing or hold a fishing permit;

but the Asset Holding Company and its Subsidiaries may undertake any other activity or hold any other assets.

## 8 ESTABLISHMENT OF FISHING ENTERPRISE

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

### Requirements of Constitution

- 8.2 The constitution of every Asset Holding Company or Fishing Enterprise or a Subsidiary of any of them must require that Company, Fishing Enterprise or Subsidiary to:
- a. hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Kaupapa/Objects of the Trust, such purposes to be promoted by the payment of dividends or other revenue;
  - b. present an annual plan and statement of corporate intent to the Trust;
  - c. report annually to the Trustees; and
  - d. have its accounts audited.

### Commercial Aquaculture Activities

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

## 9 DISPUTES UNDER THE MF ACT

- 9.1 If any dispute relating to fisheries and/or aquaculture issues shall arise between Members of Te Ātiawa o Te Waka-a-Māui and the Trustees, (other than a dispute provided for in clause 9.1(b) and (c) or 9.3 of the Deed), and the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith, endeavour to agree on a process for resolving the dispute. Should the parties fail to reach agreement on the process to resolve a dispute, then that dispute shall be determined in accordance with Part 5 of the MF Act.
- 9.2 The provisions of paragraph 9.1 of this schedule shall not derogate from the rights or obligations of the Trustees or any Member of Te Ātiawa o Te Waka-a-Māui pursuant to the Trustee Act 1956 or MF Act or any other enactment or provision of law or equity.

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## 10 ALTERATION OF TERMS OF DEED

### Changes to the Deed

- 10.1 The powers of the Trustees to amend, revoke or add to the provisions of the Deed are subject to:
- a. no amendment may be inconsistent with the MF Act;
  - b. no amendment may be made earlier than two years after the date on which the Trustees are recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Te Ātiawa o Te Waka-a-Māui if the amendment relates to any matter provided for by or under the MF Act unless the amendment is required as a consequence of a rule made or amended under section 25 of the MF Act; and
  - c. an amendment may only be promoted if a resolution that the amendment is for the collective benefit of all Members of Te Ātiawa o Te Waka-a-Māui is put and passed at a General Meeting in accordance with clause 6.1(a) of the Deed.

### Limitations on Amendment

- 10.2 No amendment shall be made to this Deed which:
- a. changes the Trust's Kaupapa/objects so that the Trustees are no longer required to act for the collective benefit of the present and future Members of Te Ātiawa o Te Waka-a-Māui.

### Changes to Constitutions of Asset Holding Company

- 10.3 Subject to paragraph 3.1 a of this schedule and to the extent any proposal for the amendment of the constitutional documents of the Asset Holding Company relates to a matter provided for in the MF Act, such amendment:
- a. must not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Te Ātiawa o Te Waka-a-Māui unless the amendment is required as a consequence of a rule made or amended under section 25 of the MF Act;
  - b. must be consistent with the MF Act; and
  - c. may only be promoted if the amendment is put and passed at a General Meeting in accordance with clause 6.1 of the Deed.
- 10.4 Any Adult Member of Te Ātiawa o Te Waka-a-Māui (including a Trustee) may put forward in writing proposals for changes to constitutions of Trust Entities for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5.5 of the Deed, the person is a Member of Te Ātiawa o Te Waka-a-Māui.

## 11. POLICY OF IWI IN ACCORDANCE WITH KAUPAPA 6 OF SCHEDULE 7 OF THE MAORI FISHERIES ACT 2004

- 11.1 For the purpose of Kaupapa 6 of Schedule 7 of the Maori Fisheries Act 2004, the policy of Te Ātiawa o Te Waka-a-Māui, as a mandated iwi organisation, and as determined in

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accordance with the tikanga of the iwi, relating to the rights of whangai or other persons who do not descend from a primary ancestor of the iwi is that any such a person is not entitled to any rights or benefits under this Deed nor to become a Member unless:

- (a) that person has been adopted by a Member of Te Ātiawa o Te Waka-a-Māui by customary adoption in accordance with Te Ātiawa o Te Waka-a-Māui tikanga and where that person customarily adopted is able to whakapapa in his or her own right to a direct blood descendant of an Ancestor of Te Ātiawa o Te Waka-a-Māui; or;
- (b) that person has been by legally adopted by a Member of Te Ātiawa o Te Waka-a-Māui.

11.2 In this paragraph and as specified in Kaupapa 6 of Schedule 7 of the Maori Fisheries Act 2004, whangai refers to a person adopted by a member of an iwi in accordance with the tikanga of that iwi, but who does not descend from a primary ancestor of the iwi.

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**NB:** This document, being Schedule 7 of the **Māori Fisheries Act 2004** as at the date of **this Deed**, is attached to the Deed purely for reference purposes and does not form part of the Deed itself.

## **Māori Fisheries Act 2004**

### **Schedule 7**

Kaupapa applying to constitutional documents of mandated iwi organisations

The kaupapa set out in this schedule—

- (a) must be provided in the constitutional documents of every mandated iwi organisation; but
- (b) only apply for the purposes of this Act.

### ***Kaupapa of iwi representation***

#### **Kaupapa 1**

- (1) All adult members of an iwi must have the opportunity, at intervals not exceeding 3 years, to elect the directors, trustees, or officeholders, as the case may be, of the mandated iwi organisation of the iwi.
- (2) Elections for individual offices may be held at different times, and for different terms of office. However, no person elected to office may hold office for a period longer than 3 years without facing re-election.

#### **Kaupapa 2**

All adult members of an iwi—

- (a) have voting rights—
  - (i) in elections for the appointment of directors, trustees, or other officeholders of the mandated iwi organisation; and
  - (ii) on amendments to the constitutional documents of the mandated iwi organisation; and
  - (iii) in relation to the disposal of income shares under section 70; and
  - (iv) in relation to the disposal of settlement quota under sections 159 and 162; and
- (b) may put forward proposals for constitutional change for the consideration of the

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directors, trustees, or other officeholders, as the case may be.

### **Kaupapa 3**

- (1) A mandated iwi organisation must ensure that voting rights of iwi members are able to be exercised at appropriate times in an election of directors, trustees, or other officeholders, in accordance with the constitutional documents and policies of the mandated iwi organisation, but iwi members have no right to vote in respect of the appointment of the employees of a mandated iwi organisation.
- (2) If a mandated iwi organisation has electronic voting facilities, every adult member of the iwi has the right to vote by electronic means, but electronic voting must not be the only means by which a member may vote.

#### ***Notification of meetings***

### **Kaupapa 4**

- (1) A general meeting of a mandated iwi organisation must be notified by a public notice that must include—
  - (a) the date and time of the meeting and its venue; and
  - (b) the agenda for the meeting; and
  - (c) where any relevant explanatory documents may be viewed or obtained; and
  - (d) any other information specified by or under this Act.
- (2) In the case of the general meeting of a mandated iwi organisation required by section 17(2) (which relates to ratification of the constitutional documents of the mandated iwi organisation) [sic: organisation], the meeting must be notified by both—
  - (a) a public notice that gives—
    - (i) the information required under subclause (1); and
    - (ii) advice that a vote is to be taken to ratify the constitutional documents of the mandated iwi organisation; and
  - (b) a private notice, sent to every adult member on the register of iwi members, that gives—
    - (i) the information required for the public notice; and
    - (ii) a copy of the ballot paper for the vote to be taken at the meeting; and
    - (iii) advice as to the address to which, and the date by which, the completed ballot paper must be returned.
- (3) In the case of a general meeting of a mandated iwi organisation required by kaupapa

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2 (which relates to elections), section 18 (which relates to changing a constitutional document), section 70 (which relates to the disposal of income shares), or by sections 159 or 162 (which relate to the conversion and disposal of settlement quota), the mandated iwi organisation—

- (a) must give a public notice that includes—
  - (i) the information required under subclause (1)(a); and
  - (ii) the matter or issues on which the vote is to be taken; and
- (b) must give a private notice with the information required under subclause (2)(b) to any adult member of the iwi who,—
  - (i) at the time of registering on the register of iwi members, made a written request to be sent a private notice and postal ballot papers for every meeting relating to 1 or more of the relevant provisions; or
  - (ii) whether or not on the register, makes a written request for a private notice in respect of a particular meeting.

### ***Iwi membership***

#### **Kaupapa 5**

Every mandated iwi organisation must—

- (a) have, and maintain in a current state, a register of iwi members—
  - (i) that includes the name, date of birth, and contact details of every member of the iwi who applies for registration; and
  - (ii) that is available for inspection by registered members of the iwi; and
- (b) provide for—
  - (i) adult members of the iwi to register themselves; and
  - (ii) other members to be registered by a parent or legal guardian; and
  - (iii) persons registering on the register of iwi members to be able to state whether they wish to receive a private notice for general meetings and postal ballot papers relating to the matters listed in subclause (3) of kaupapa 4; and
- (c) make ongoing efforts to register all iwi members.

#### **Kaupapa 6**

- (1) The policy of a mandated iwi organisation relating to the rights of whangai or other persons who do not descend from a primary ancestor of the iwi must be—

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- (a) determined in accordance with the tikanga of the iwi; and
  - (b) stated in the constitutional documents of the mandated iwi organisation
- (2) In this kaupapa, whangai refers to a person adopted by a member of an iwi in accordance with the tikanga of that iwi, but who does not descend from a primary ancestor of the iwi.

### **Accountability**

#### **Kaupapa 7**

- (1) Every mandated iwi organisation is accountable for its performance to all the members of the iwi, including members not living within its territory, and therefore has reporting responsibilities in relation to—
- (a) its own performance; and
  - (b) the performance of—
    - (i) its asset-holding companies; and
    - (ii) any joint venture or other entity that conducts business using the settlement assets of the mandated iwi organisation.
- (2) Each year, each mandated iwi organisation must hold a general meeting at which it provides an opportunity for the members of the iwi to consider—
- (a) the annual report for the previous financial year, made available not less than 20 working days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including—
    - (i) information on the steps taken by the mandated iwi organisation to increase the number of registered members; and
    - (ii) a comparison of its performance against the objectives set out in the annual plan, including—
      - (A) changes in shareholder or member value; and
      - (B) dividend performance or profit distribution; and
    - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for settlement cash assets; and
    - (iv) a report giving information of the sales and exchanges of settlement quota in the previous year, including—
      - (A) the quantity of settlement quota held by the asset-holding company of the mandated iwi organisation in that year; and
      - (B) the value of settlement quota sold or exchanged; and

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- (C) the identity of the purchaser or other party to the exchange; and
- (D) any transaction with settlement quota that has resulted in a registered interest by way of caveat or mortgage being placed over the quota; and
- (E) the settlement quota interests that have been registered against the quota shares of the mandated iwi organisation; and
- (F) the value of income shares sold, exchanged, or acquired; and
- (v) a report on the interactions of the mandated iwi organisation in fisheries matters—
  - (A) with other entities within the iwi; and
  - (B) with other mandated iwi organisations; and
  - (C) with Te Ohu Kai Moana Trustee Limited; and
- (vi) any changes made under section 18 to the constitutional documents of the mandated iwi organisation or those of its asset-holding companies or any subsidiaries of the asset-holding companies; and
- (b) an annual plan for the next financial year, that must include—
  - (i) the objectives of the annual plan; and
  - (ii) the policy of the mandated iwi organisation in respect of sales and exchanges of settlement quota; and
  - (iii) any changes in that policy from the policy for the previous year; and
  - (iv) any proposal to change the constitutional documents of any fishing company owned by the mandated iwi organisation; and
- (c) in relation to every asset-holding company of a man-dated iwi organisation or any subsidiary of an asset-holding company that receives settlement assets,—
  - (i) an annual report on—
    - (A) the performance of that asset-holding company or any of its subsidiaries; and
    - (B) the investment of money of that asset-holding company or any of its subsidiaries; and
    - (C) the matters set out in paragraph (b) of kaupapa 11; and
  - (ii) any proposal to change the constitutional documents of the asset-holding company or any of its subsidiaries.
- (3) Information referred to in this kaupapa must be made available in writing on request by any member of the iwi.

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## Kaupapa 8

There must be a dispute resolution mechanism to deal with disputes between members of the iwi and the mandated iwi organisation relating to matters arising under this Act, including a means to deal with disputes raised by persons whose applications for registration are not accepted.

### ***Ownership of iwi fisheries assets***

## Kaupapa 9

- (1) If a mandated iwi organisation wishes to have its own fishing operation, utilising annual catch entitlement from its settlement quota to harvest, process, or market fish, or to be involved in a joint venture for those purposes, it must establish a fishing enterprise separate from, but responsible to, the mandated iwi organisation to undertake those operations.
- (2) An enterprise set up to undertake such operations must be a separate entity from the asset-holding company or subsidiary established by an asset-holding company to which any settlement quota or income shares of the iwi are transferred.

### ***Governance***

## Kaupapa 10

The elected directors, trustees, or officeholders, as the case may be, of a mandated iwi organisation must not comprise more than 40% of the total number of directors, trustees, or officeholders of an asset-holding company, a subsidiary established by an asset-holding company, or a fishing enterprise established in accordance with Kaupapa 9.

## Kaupapa 11

Every mandated iwi organisation must exercise strategic governance over —

- (a) its asset-holding companies, any subsidiary of an asset-holding company, and any fishing company or joint venture referred to in Kaupapa 9; and
- (b) the process to examine and approve annual plans that set out—
  - (i) the key strategies for the use and development of iwi fisheries assets;
  - (ii) the expected financial return on the assets;
  - (iii) any programme to—
    - (A) manage the sale of annual catch entitlements derived from the settlement quota held by asset-holding companies or their subsidiaries;
    - (B) reorganise the settlement quota held by asset-holding companies or their subsidiaries, as by buying and selling quota in accordance with this Act.

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Schedule 8 Map of Te Tau Ihu



*[Handwritten signatures and initials]*  
CLB  
RKL  
JLW