

Date 30 / 06 / 2015

MAP
[Signature]
[Signature]
[Signature]
BP
WK
RS [Signature]
KPK
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

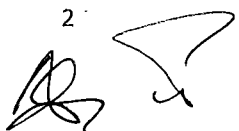
DEED OF TRUST

HERETAUNGA TAMATEA SETTLEMENT TRUST

[Signature]



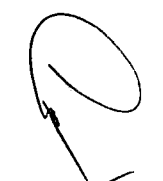





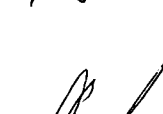



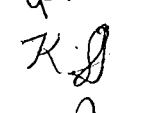



1 Table of Contents

TRUST DEED OF HERETAUNGA TAMATEA SETTLEMENT TRUST	5
PARTIES.....	5
BACKGROUND	5
1 DEFINITIONS AND INTERPRETATIONS.....	6
2 CONSTITUTION, STATUS AND OBJECT OF THE TRUST	14
3 APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES	15
4 HERETAUNGA TAMATEA REGISTER	16
5 KAUNIHERA KAUMĀTUA	16
6 CHIEF EXECUTIVE AND OTHER EMPLOYEES.....	17
7 TAONGA PROPERTY	17
8 TRUSTEES MAY ESTABLISH TRUST ENTITIES	18
9 APPLICATION OF INCOME AND CAPITAL	19
10 PLANS.....	20
11 ANNUAL REPORTS, ACCOUNTS AND AUDITOR.....	20
12 ACCESS TO DOCUMENTS.....	21
13 GENERAL MEETINGS.....	21
14 DISCLOSURE OF INTERESTS.....	24
15 ADVICE TO TRUSTEES	26
16 LIABILITY OF TRUSTEES	26
17 INDEMNITY AND INSURANCE	27
18 CUSTODIAN TRUSTEE	27
19 AMENDMENTS TO THE TRUST DEED	28
20 RESETTLEMENT	29
21 TERMINATION OF TRUST BY MEMBERS	29
22 PERPETUITIES	30
23 DISPUTE RESOLUTION.....	30
24 CONSTITUTIONAL EVALUATION	32
25 COUNTERPARTS.....	33
EXECUTION.....	33
FIRST SCHEDULE	40
Heretaunga Tamatea Membership Register.....	40
1 HERETAUNGA TAMATEA REGISTER.....	40



	2 APPLICATIONS FOR REGISTRATION.....	40
	3 DECISIONS AS TO MEMBERSHIP.....	41
PAP	4 MAINTENANCE OF REGISTER.....	42
SP	SECOND SCHEDULE.....	44
	Elections of Trustees.....	44
	1 ELIGIBILITY FOR APPOINTMENT.....	44
SP	2 ELECTION OF TRUSTEES	45
SP	3 TERM OF OFFICE.....	46
ES	4 MAKING OF NOMINATIONS.....	46
	5 HOLDING OF ELECTIONS.....	47
	6 Removal of Trustee.....	48
	7 TERMINATION OF OFFICE OF TRUSTEES	49
	8 RECORD OF CHANGES OF TRUSTEES	49
	THIRD SCHEDULE.....	50
	Proceedings of Trustee Meetings	50
	1 TRUSTEES TO REGULATE MEETINGS	50
	2 NOTICE OF MEETING.....	50
	3 QUORUM.....	51
	4 CHAIRPERSON AND DEPUTY CHAIRPERSON	51
	5 PROCEEDINGS AT MEETINGS	51
	6 APPOINTMENT OF COMMITTEES BY TRUSTEES.....	52
	7 WRITTEN RESOLUTIONS.....	53
	8 MINUTES.....	53
	9 ELECTRONIC CONFERENCE MEETINGS.....	53
	FOURTH SCHEDULE.....	55
	Procedure for Postal Voting	55
	1 VOTING	55
	2 POSTAL VOTING AND SPECIAL GENERAL MEETING	55
	3 SPECIAL GENERAL MEETING NOT REQUIRED.....	56
	4 NOTICE	56
	5 POSTAL VOTING.....	57
	6 APPOINTMENT OF CHIEF RETURNING OFFICER.....	57
	7 COUNTING OF VOTES	58

FIFTH SCHEDULE.....	59
Establishment of Trust Entities.....	59
1 Establishment of Trust Entities.....	59
SIXTH SCHEDULE.....	63
Requirements for Plans and Reports.....	63
1 ANNUAL PLAN.....	63
2 FIVE YEAR PLAN.....	63
3 ANNUAL REPORT.....	63

**TRUST DEED OF
HERETAUNGA TAMATEA SETTLEMENT TRUST**

Executed as a deed on the 30th day of June 2015

PARTIES

Koreene Hariata Henry (for Kairākau Marae)	Margaret Akata McGuire (for Kohupātiki Marae)	Kevin Ronald Tamati (for Korongatā Marae)
Cordry Tawa Huata (for Mangaroa Marae)	Henare Matua Kani (for Pourerere Marae)	Elizabeth Helen Graham (for Pukehou Marae)
Brian Charles Morris (for Rakautātahi Marae)	Peter Alexander Paku (for Ruahāpia Marae)	Charmaine Elizabeth Pene (for Rūnanga Marae)
Robert Lui Clarke (for Taraia Marae)	John-Barry Heperi Smith (for Te Rongo ā Tahu)	Ngāmoa Hukapapa Gillies (for Waimārama Marae)
Tanira Hemana Te Rohu Te Au (for Houngarea Marae)	Leon Fredrick Hawea (for Kahurānaki Marae)	Thomas Eruera Mulligan (for Matahiwi Marae)
Kohine Gwen Rata (for Mataweka Marae)	Kellie Anne-Marie Jessup (for Mihiroa Marae)	Penelope Hinehau WhitiWhiti (for Omahu Marae)
David Collins Tipene-Leach (for Rongomaraeroa Marae)	Waireamana Kara (for Tapairu Marae)	Lisa Gay Tuhi (for Te Awhina Marae)
Erin Marie Sandilands (for Te Whatuiāpiti Marae)	Ngahiwi Tomoana (for Waipatu Marae)	

Together the 'Initial Trustees'.

BACKGROUND

- A. On 25 August 2010 Heretaunga Tamatea, by undertaking consultation and meetings amongst claimant groups, mandated He Toa Takitini to negotiate a deed of settlement with the Crown settling the historical claims of Heretaunga Tamatea.
- B. On 15 October 2010 the Crown conditionally recognised the mandate of He Toa Takitini and, following further mandating hui for members of Heretaunga Tamatea living outside the Heretaunga Tamatea area of interest, the Crown unconditionally recognised this mandate on 4 February 2011.

- EB
 OP
 NAA
- C. The mandated negotiators of He Toa Takitini and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 19 December 2011.
- D. The mandated negotiators and the Crown agreed to provide the claimant community the opportunity to present their respective grievances to the Crown. On 5 - 8 June 2013 He Toa Takitini and the Crown jointly facilitated the Whare Kōrero, presided over by the Hon Anand Satyan and and the Chief Crown Negotiator.
- E. On 11 June 2013 the mandated negotiators, other members of Heretaunga Tamatea and the Crown signed an Agreement in Principle relating to the settlement of these historical claims of Heretaunga Tamatea.
- F. The initial Trustees of the Trust are to be the mandated representatives of He Toa Takitini to provide for consistency and transparency of representation until elections are held for new trustees.
- G. The Trust Deed was considered and formally approved on 5 February 2015 by Heretaunga Tamatea via postal ballot.
- AM
 P
 AS
 B
 J
 J
 J
 NK
 KSK
 EP
 RL
 GH
 M
 AS
 JA
 K.G.
 M

1 DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

“**Adult Member of Heretaunga Tamatea**” means a Member of Heretaunga Tamatea who is 18 years of age or over;

“**Adult Registered Member of Heretaunga Tamatea**” means a Member identified on the Heretaunga Tamatea Register as being 18 years of age or over;

“**Annual General Meeting**” means a meeting held in accordance with clause 13.1;

“**Annual Plan**” means the annual plan of the Trust which is prepared in accordance with clause 10.1;

“**Annual Report**” means the annual report of the Heretaunga Tamatea Group, which is prepared by the Trustees in accordance with clause 11.1;

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

“**Chairperson**” means the chairperson from time to time of the Trust appointed by the Trustees in accordance with paragraph 4 of the Third Schedule to this Deed;

“**Chief Executive**” means the person appointed in accordance with clause 6.1;

“**Chief Returning Officer**” means as the person appointed from time to time as chief returning officer in accordance with paragraph 6 of the Fourth Schedule to this Deed;

“Code of Conduct” means the code of conduct developed in accordance with paragraph 1.2 of the Third Schedule to this Deed;

“Consolidated Financial Statements” means the consolidated financial statements of the Heretaunga Tamatea Group prepared by the Trustees in accordance with clause 11.1;

“Custodian Trustee” means the custodian trustee that may be appointed or incorporated in accordance with clause 18;

“Deed” and **“Trust Deed”** mean this deed of trust and include the background and the schedules to this deed;

“Deed of Settlement” means a deed that may be entered into between Heretaunga Tamatea and the Crown recording the settlement of the historical Treaty of Waitangi claims of Heretaunga Tamatea;

“Deputy Chairperson” means the deputy chairperson from time to time of the Trust if one is appointed in accordance of paragraph 4 of the Third Schedule to this Deed;

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

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the tikanga (Māori customary values and practices) of Heretaunga Tamatea;

“Election Period” means the period from the date of giving notice calling for nominations for Trustee elections, in accordance with paragraph 4.1 of the Second Schedule, until the date on which the Chief Returning Officer notifies the Trustees of the certified result in accordance with paragraph 7.4 of the Fourth Schedule;

“Five Year Plan” means the five year plan of the Trust prepared in accordance with clause 10.2;

“Heretaunga Tamatea” means:

- (a) the collective group composed of individuals who descend from one or more Heretaunga Tamatea Ancestor; and
- (b) every whanau, hapū or group to the extent that it is composed of individuals referred to in paragraph (a), including the following groups:
 - a. Ngāi Tahu ki Takapau; and
 - b. Ngāi Tamaterā; and
 - c. Ngāi Te Ao; and

EG
PAP

MB
B

Wk
KSR

R.L.
N

ES


K.G.

OP

AA

- d. Ngāi Te Hauapu; and
- e. Ngāi Te Hurihanga-i-te-rangi; and
- f. Ngāi Te Kīkiri o te Rangi; and
- g. Ngāi Te Oatua; and
- h. Ngāi Te Rangikoianake I; and
- i. Ngāi Te Rangikoianake II; and
- j. Ngāi Te Rangitekahutia; and
- k. Ngāi Te Rangitotohu (also known as Rangitotohu); and
- l. Ngāi Te Ūpokoiri; and
- m. Ngāi Te Whatuiāpiti; and
- n. Ngāi Toroiwaho; and
- o. Ngāti Hāwea; and
- p. Ngāti Hikatoa; and
- q. Ngāti Hinemanu; and
- r. Ngāti Hinemoa; and
- s. Ngāti Hinetewai; and
- t. Ngāti Hoata; and
- u. Ngāti Honomokai; and
- v. Ngāti Hōri; and
- w. Ngāti Kautere; and
- x. Ngāti Kere; and
- y. Ngāti Kotahi; and
- z. Ngāti Kurukuru; and
- aa. Ngāti Mārau o Kahungunu (also known as Ngāti Mārau); and
- bb. Ngāti Mahuika; and
- cc. Ngāti Manuhiri; and

AA



PAP

- dd. Ngāti Mihiroa; and
- ee. Ngāti Ngarengare; and
- ff. Ngāti Papatuamāro; and
- gg. Ngāti Pīhere; and
- hh. Ngāti Pōporo; and
- ii. Ngāti Pukututu; and
- jj. Ngāti Rahunga; and
- kk. Ngāti Takaora (Ngāti Takaro); and
- ll. Ngāti Tamatea; and
- mm. Ngāti Te Rehunga; and
- nn. Ngāti Toaharapaki; and
- oo. Ngāti Tukuaterangi (also known as Ngāti Tukua I te Rangi, Ngāti Tukuoterangi, Ngāti Tuku(a)oterangi); and
- pp. Ngāti Ura ki te Rangi (also known as Ngāti Urakiterangi); and
- qq. Ngāti Whakaiti; and

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

“Heretaunga Tamatea Ancestor” means an individual who exercised customary rights by virtue of being descended from:

- (a) Rakaihikuroa; or
- (b) Rākainui; or
- (c) Te Whatuiāpiti; or
- (d) a recognised ancestor of any of the groups referred to in paragraph (b) of the definition of Heretaunga Tamatea; and
- (e) who exercised customary rights predominantly in relation to the area of interest of Heretaunga Tamatea at any time after 6 February 1840;

“Heretaunga Tamatea Group” means the Trust and any Trust Entities;

“Heretaunga Tamatea Marae” means one of the following marae:


- (a) Kairākau Marae



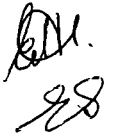
- (b) Kohupātiki Marae
- (c) Korongatā Marae
- (d) Mangaroa Marae
- (e) Pourerere Marae
- (f) Pukehou Marae
- (g) Rākautātahi Marae
- (h) Ruahāpia Marae
- (i) Rūnanga Marae
- (j) Taraia Marae
- (k) Te Rongo a Tahu Marae
- (l) Waimārama Marae
- (m) Houngarea Marae
- (n) Kahurānaki Marae
- (o) Matahiwi Marae
- (p) Mataweka Marae
- (q) Mihiroa Marae
- (r) Omāhu Marae
- (s) Rongomaraeroa Marae
- (t) Tapairu Marae
- (u) Te Awhina Marae
- (v) Te Whatuiāpiti Marae
- (w) Waipatu Marae

“Heretaunga Tamatea Register” means the register of Members of Heretaunga Tamatea that is to be maintained by the Trustees in accordance with the First Schedule to this Deed;









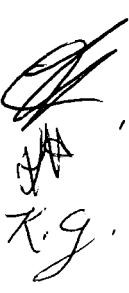
“He Toa Takitini” means He Toa Takitini Incorporated, an Incorporated Society that was incorporated on 23 December 2013;


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

"Kaunihera Kaumātua" means the Kaunihera Kaumātua appointed by the Trust under clause 5.1;


"Marae Electorate" means, in relation to a Heretaunga Tamatea Marae, the specific marae that Adult Members have validly nominated as their chosen marae for the purposes of electing Trustees in accordance with the Second and Fourth Schedules of this Trust Deed;

"Major Transaction" means:

- 








- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property the value of which is more than half the value of the Trust's Assets before the acquisition; or
 - (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property the value of which is more than half the value of the Trust's Assets before disposition;
 - (c) a transaction that has, or is likely to have the effect of, acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Trust's Assets before the transaction;
 - (d) the disposition of, or an agreement to dispose of, whether contingent or not, any Taonga Property by the Trust, or the removal of the status of Taonga Property from any Property of the Trust; or
 - (e) the Trustees' approval of a transaction by a Trust Entity, where approval of that transaction is required by the constitutional documents of that Trust Entity and the value of that transaction is more than half of the value of the Trust's Assets before the transaction;

but does not include:

- (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 other member of the Heretaunga Tamatea Group); or
- (g) any acquisition of Property by a member of the Heretaunga Tamatea Group from any other member of Heretaunga Tamatea Group;
- (h) any disposition of Property by a member of the Heretaunga Tamatea Group to any other member of the Heretaunga Tamatea Group; or
- (i) any acquisition or disposition of Property by the Trust pursuant to the agreements set out in the Deed of Settlement, or any on-account payment in anticipation of a Deed of Settlement, including any arrangement or transactions to give effect to that acquisition or disposition.

For the purposes of (a) to (e) of this definition, the value of the Trust's Assets shall be calculated based on the value of the assets of the Heretaunga Tamatea Group.

"Member of Heretaunga Tamatea" means an individual referred to in paragraph (a) of the definition of Heretaunga Tamatea;

"Perpetuity Period" means, for the purposes of clause 22, the period that commences on the date of this Deed and ends:

- (a) 80 years less 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 for so long as 80 years is the period specified in that section; or
- (b) if another period is specified in legislation, that other period.

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

"Provisional Vote" means a vote cast pursuant to paragraphs 2.2(b) and 7.2 of the Fourth Schedule to this Deed;

"Related Person" has the same meaning as provided in the Income Tax Act 2007;

"Rūnanga Whakawā" means a committee formed in accordance with clause 23.4;

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

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

"Special General Meeting" means a meeting held in accordance with clause 13.4;


"Special Resolution" means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members of Heretaunga Tamatea who validly cast a vote in accordance with the process set out in the Fourth Schedule to this Deed;

"Statements of Intent" means the statements of intent prepared by a Trust Entity in accordance with the requirements of its constitutional documents;


"Taonga Property" means any Property of the Trust that is declared to be Taonga Property in accordance with clause 7 and listed on the Taonga Property Register;


"Trust" means the trust created by this Deed which is to be called the Heretaunga Tamatea Settlement Trust;

"Trust's Assets" means the trust fund of the Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees;



"Trust Entity" means this Trust and a company that is wholly owned by the Trust (or a Trust Entity), and any other entity (including a trust, society, limited liability partnership or other body whether corporate or unincorporated), where:

- (a) the Trustees, a Trust Entity, or both the Trust and a Trust Entity retain the exclusive power to appoint the directors, trustees or board members of that company or other entity, and
- (b) that company or other entity is established by the Trustees in accordance with clause 8.1 and the Fifth Schedule to this Deed;



"Trustees" means the trustees appointed from time to time in accordance with clause 3.2 and the Second Schedule to this Deed to represent Heretaunga Tamatea and to act as the trustees for the time being of the Trust and "Trustee" shall mean any one (1) of those persons;


"Working Day" means a day that is not –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
- (c) if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of –
 - (i) Wellington; or
 - (ii) Hawke's Bay; and


"Whakapapa Committee" means the committee appointed in accordance with paragraph 3.1 of the First Schedule to this Deed;

1.2 Interpretation:


In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other genders;
- (c) references to a person include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;

- (e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Deed;
- (f) the schedules to this Deed shall form part of this Deed;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Deed.

2 CONSTITUTION, STATUS AND OBJECT OF THE TRUST

2.1 Trust Established:

The Trustees acknowledge that they hold the Trust's Assets upon the trusts and with the powers set out in this Deed. The Trustees further acknowledge that this trust shall be known as the Heretaunga Tamatea Settlement Trust.

2.2 Trust Administration:

The Trust shall be governed and administered by and in accordance with this Deed.

2.3 Object and purpose of the Trust:

The purpose for which the Trust is established is to receive, manage, hold and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of Heretaunga Tamatea in accordance with this Deed.

Without limiting in any way the generality of this clause 2, the trustees may:

- (a) promote the educational, spiritual, economic, social and cultural advancement or well-being of Heretaunga Tamatea and its Members;
- (b) provide for the on-going maintenance and establishment of places of cultural or spiritual significance to Heretaunga Tamatea and its Members;
- (c) support the Heretaunga Tamatea Marae, or groupings of Heretaunga Tamatea Marae, in determining their own future and guiding their own social, cultural and economic development;
- (d) promote the health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability of Heretaunga Tamatea and its Members;
- (e) undertake commercial activities to support the object and purpose of the Trust.

168
P
PAA
EML
SS

2.4 Powers of Trust:

The Trustees continue to have all the powers of a natural person and may exercise those powers in accordance with the terms of this Trust. Without limiting in any way the generality of the foregoing, the Trustees shall have the powers:

- (a) to receive or accept, or to make any disposition of, any real property, including any interest of any type in real property (whether corporeal or incorporeal hereditament);
- (b) to receive or accept, or to make any disposition of, any personal property (whether chattels, choses in action, intellectual property, and otherwise howsoever), including any interest of any type in personal property;
- (c) to receive or grant any security, including any mortgage, pledge, charge, security interest, or otherwise howsoever, in relation to all, or any part of, the Property;
- (d) to contract, to grant a release, to grant a power of attorney, to appoint an agent, a receiver, or a stakeholder, to settle property on, or declare, a trust;
- (e) to issue or take any debt or equity security; and
- (f) to borrow or to lend money.

JB
↓
WR

2.5 Restriction on Major Transactions:

Notwithstanding clause 2.4 the Trustees must not enter into a Major Transaction unless that Major Transaction:

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

KSR

3 APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

RJ
BR

3.1 Initial Trustees:

The Parties to the Deed shall be the Initial Trustees until their retirement, and the election of new Trustees, in accordance with the Second Schedule.

WR

3.2 Appointment in accordance with Second Schedule:

Subject to clause 3.1, there shall be a maximum of twenty-three (23) Trustees, one for each of the Heretaunga Tamatea Marae, of the Trust who shall be appointed to office in accordance with the rules set out in the Second Schedule.

PAA
K.G.
EP

3.3 Trustees to act for the benefit of all Members of Heretaunga Tamatea:

Despite Trustees being appointed on the basis of affiliation with a Heretaunga Tamatea Marae, once appointed as a Trustee all Trustees have a duty to act in the best interests of all Members of Heretaunga Tamatea regardless of whanau, hapū, or marae affiliations.

MS
N.A.P.
D.D.
MS
[Signature]
3.4 Extent of Trustees' discretion to manage Trust affairs:

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

[Signature]
3.5 Proceedings of Trustees:

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

[Signature]
3.6 Trustees Remuneration:

The Trustees may determine the level of remuneration payable to each Trustee provided that the Trustees shall:

- [Signature]
[Signature]
(a) Annually seek external professional advice in relation to an appropriate level of remuneration for each Trustee;
- (b) Fix a level of remuneration for each Trustee that is no greater than that recommended by the external advice provided under clause 3.6(a); and
- (c) At each Annual General Meeting provide the details of the external advice received under clause 3.6(a) and the level of remuneration set in accordance with clause 3.6(b).

[Signature]
3.7 Trustee Expenses:

Trustees will be entitled to be reimbursed reasonable expenses reasonably incurred in relation to their acting as Trustees.

[Signature]
4 HERETAUNGA TAMATEA REGISTER

[Signature]
4.1 Trust to maintain register:

The Trustees shall administer and maintain a register of Members of Heretaunga Tamatea in accordance with the First Schedule. This register shall be known as the Heretaunga Tamatea Register.

[Signature]
4.2 Applications for Registration:

All applications for registration as a Member of Heretaunga Tamatea must be made in writing in accordance with the provisions of the First Schedule.

[Signature]
5 KAUNIHĒRA KAUMĀTUA

[Signature]
5.1 Appointment of Kaunihēra Kaumātua:

The Trustees may from time to time appoint a Kaunihēra Kaumātua on such terms of appointment, and subject to such rules and regulations, meeting procedures and

processes, as may be set by the Trustees from time to time. When making appointments the Trustees shall take into consideration the desirability of the Kaunihera Kaumātua being broadly representative of Heretaunga Tamatea.

5.2 Role of Kaunihera Kaumātua:

On request from the Trustees, the Kaunihera Kaumātua will be responsible for advising the Trustees on matters relating to the tikanga, reo, kawa, korero and whakapapa of Heretaunga Tamatea. However nothing in this Deed shall be deemed or construed so as to make the seeking or following of advice obtained from the Kaunihera Kaumātua as binding upon the Trustees.

5.3 Trustees not to be members:

A Trustee may not be appointed to, or remain part of, the Kaunihera Kaumātua while holding office as a Trustee.

6 CHIEF EXECUTIVE AND OTHER EMPLOYEES

6.1 Trustees to appoint Chief Executive:

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

6.2 Delegations to Chief Executive:

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

6.3 Trustee Role:

A Trustee may not hold the position of Chief Executive nor be an employee of any entity or trust in the Heretaunga Tamatea Group.

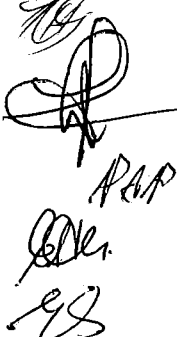
7 TAONGA PROPERTY

7.1 Identification of Property of Special Significance:

The Trustees may identify any particular Property held by the Trust as being of such special significance to Heretaunga Tamatea that additional protection is required to ensure that Property is retained on behalf of Heretaunga Tamatea.

7.2 Consultation with Heretaunga Tamatea:

Where the Trustees have identified particular Property under clause 7.1 the Trustees shall consult, in a manner to be determined by the Trustees, with Members of Heretaunga Tamatea as to the need for special protection of that Property.



7.3 Declaration as Taonga Property:

The Trustees may, having regard to the outcome of the consultation under clause 7.2, declare the identified Property to be Taonga Property and must inform the Members of Heretaunga Tamatea of any such declaration in a manner determined by the Trustees.

7.4 Taonga Property Register:

The Trustees must maintain a register of all Taonga Property with such register being available for inspection by all Adult Registered Members.



7.5 Disposition of Taonga Property is a Major Transaction:

Any disposition of, or an agreement to dispose of, whether contingent or not, Taonga Property shall be a Major Transaction, as shall any proposal to remove the status of Taonga Property from a particular Property.

8 TRUSTEES MAY ESTABLISH TRUST ENTITIES



8.1 Establishment of Trust Entities:

The Trustees may establish Trust Entities in order to receive, hold, or manage the Trust's Assets or any Property forming part of the Trust's Assets, provided that the Trust Entity is established in accordance with the requirements set out in the Fifth Schedule.

8.2 Disestablishment of Trust Entities:

The Trustees may, from time to time, disestablish any Trust Entity.

8.3 Establishment of other entities:

For the avoidance of doubt, the ability of the Trustees to establish Trust Entities does not limit the powers of the Trustees under this Deed to enter into any other arrangements, including the establishment or acquisition of an interest in, other entities that do not meet the requirements of the Fifth Schedule and are not Trust Entities.



8.4 Trustee to fund Trust Entities:

The Trustees may fund Trust Entities (if any) by distributing capital or income or by making advances to the Trust Entity or by such other means as is consistent with the Trust's object and purpose.



8.5 Appointments with regard to skills and expertise:

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

9 APPLICATION OF INCOME AND CAPITAL

9.1 Trustees may apply income and capital:

During the Trust Period, and subject to any other requirements in this Trust Deed, the Trustees may:

- (a) provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of one or more of the Members of Heretaunga Tamatea to the exclusion of the others, and if to or for one or more, in equal or unequal shares and on such terms and conditions as the Trustees, in their absolute discretion, may decide;
- (b) use or apply any capital of the Trust's Assets to or for the benefit of one or more of the Members of Heretaunga Tamatea to the exclusion of the others, and if to or for one or more, in equal or unequal shares and on such terms and conditions as the Trustees, in their absolute discretion, may decide without first using or applying the whole or any portion of the income of the Trust's Assets for that year; or
- (c) set aside reserves or accumulations for future use or application by the Trustees as the Trustees in their sole discretion think fit for or towards the Trust's Purpose.

9.2 Payments out of income:

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

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

9.3 Matters to consider in applying income:

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

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

9.4 Accumulation in six months where income not applied:

Any income from any Income Year that is not paid or applied in accordance with this clause 9 during or within the six (6) months from the end of that Income Year shall be

accumulated and any income so accumulated shall be added to, and form part of, the capital of the Trust's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust's Assets.

10 PLANS

10.1 Trustees to prepare Annual Plan:

The Trustees shall prepare no later than one (1) month before the commencement of each Income Year an Annual Plan which sets out the matters prescribed in paragraph 1.1 of the Sixth Schedule. In developing an Annual Plan, the Trustees shall have regard to the vision and policies of the Heretaunga Tamatea Group as identified in the current Five Year Plan prepared in accordance with clause 10.2.

10.2 Trustees to prepare Five Year Plan:

The Trustees shall prepare, within eighteen (18) months following the execution of this Deed, a Five Year Plan that sets out the matters prescribed in paragraph 2.1 of the Sixth Schedule. Any Five Year Plan shall be updated and maintained while in force, and a new Five Year Plan shall be prepared before the expiry of any existing Five Year Plan.

11 ANNUAL REPORTS, ACCOUNTS AND AUDITOR

11.1 Preparation of Annual Report:

The Trustees must, within five (5) months after the end of each Income Year, and no later than twenty (20) Working Days prior to an Annual General Meeting, cause to be prepared an Annual Report on the affairs of the Heretaunga Tamatea Group covering the accounting period ending at the end of that Income Year that includes the matters prescribed in paragraph 3.1 of the Sixth Schedule.

11.2 Audit of financial statements:

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

11.3 Appointment of auditor:


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



12 ACCESS TO DOCUMENTS

12.1 Documents to be available for inspection:

The Trustees shall hold at their offices, either electronically or physically, and make available for inspection by any Member of Heretaunga Tamatea during normal business hours on any Working Day:

- 
- (a) the Annual Report for each of the preceding three (3) Income Years;
 - (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
 - (c) the Annual Plan;
 - (d) the Five Year Plan;
 - (e) the Statements of Intent;
 - (f) the Trust Deed and any amendment to the Trust Deed;
 - (g) the Taonga Register; and
 - (h) the constitutional documents for any Trust Entity.



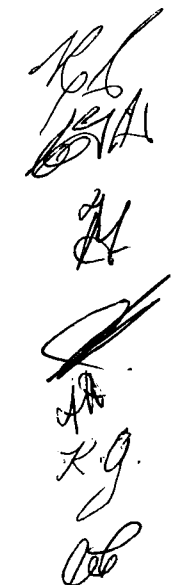
12.2 Costs of copying:

Any Member of Heretaunga Tamatea shall be entitled to obtain copies of the information referred to in clause 12.1. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).



13 GENERAL MEETINGS

13.1 Trustees to hold Annual General Meeting:



The Trust shall, no later than six (6) calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last Annual General Meeting of the Trust, hold a general meeting for the Members of Heretaunga Tamatea, to be called its Annual General Meeting, and shall at that meeting:

- (a) report on the operations of the Heretaunga Tamatea Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) announce the names of all newly appointed Trustees;
- (e) approve the appointment of the auditor for the next Income Year;

- EG
AB
ES
PSA
BLU
- (f) receive details relating to the Trustees' remuneration;
 - (g) any other notified business; and
 - (h) at the discretion of the chairperson of the meeting, undertake any other general business raised at that meeting.

AB
AL
JK
RS
WK
KSR
R.L.
GPH
NO
VA
K.G.
CP

13.2 Notice of Annual General Meeting:

The Trustees shall give not less than twenty (20) Working Days notice of the holding of the Annual General Meeting, such notice to be:

- (a) sent, by postal or electronic means, to all Adult Registered Members of Heretaunga Tamatea at the last address shown for each such Adult Registered Member of Heretaunga Tamatea on the Heretaunga Tamatea Register; and
- (b) if notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address; and
- (c) notice of the meeting shall also be inserted prominently on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Heretaunga Tamatea reside.

13.3 Contents of notice of Annual General Meeting:

Any notice given in accordance with clause 13.2 shall contain:

- (a) the date, time and place of the meeting;
- (b) an agenda of matters to be discussed at the meeting; and
- (c) details of where copies of any information to be laid before the meeting may be inspected.

13.4 Holding of Special General Meetings:

In addition to the Annual General meeting of the Trust, the Trustees shall convene a Special General Meeting on the written request of:

- (a) the Chairperson and Deputy Chairperson of the Trust; or
- (b) the majority of the Trustees; or
- (c) 5% of the Adult Registered Members of Heretaunga Tamatea.

13.5 Notice of Special General Meetings:

Notice of a Special General Meeting to be convened in accordance with clause 13.4 shall be given in the same manner as for a notice of the Annual General Meeting and those requesting the meeting shall be required to provide a statement to the Trustees

setting out the purposes for which the meeting has been requested and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

13.6 Annual General Meeting not limited to notified business:

At the discretion of the chairperson of the meeting, any general business raised at the designated time for general business at any Annual General Meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting.

13.7 Special General Meeting limited to notified business:

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

13.8 Invalidation:

The proceedings of a meeting are not invalidated by the accidental omission to give notice to, or a failure to receive notice of an Annual or Special General meeting by, a Member of Heretaunga Tamatea.

13.9 Quorum:

The quorum required for any Annual or Special General meeting of the Trust shall be 25 Adult Registered Members of Heretaunga Tamatea present in person, and one or more Trustees present in person. Subject to clause 13.14 no business may be transacted at a General Meeting unless the quorum is present.

13.10 Chairing of meetings:

The Chairperson for the time being of the Trust will be the chairperson of any Annual or Special General Meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one (1) of their number to substitute as the chairperson for that meeting.

13.11 Voting:

To the extent that a vote is sought or required at any Annual or Special General meeting, every Adult Registered Member of Heretaunga Tamatea present shall have one (1) vote. All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Heretaunga Tamatea who validly cast a vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which, among other things, requires the Adult Registered Members to verify their eligibility to vote by a process directed by the chairperson of the meeting.

13.12 Heretaunga Tamatea Register required at meeting:

The latest version of the Heretaunga Tamatea Register will be present at any Annual or Special General Meetings for the purpose of confirming Membership if required.

CA
PAP
EDC
ES

13.13 Effect of Voting:

Except as provided in clauses 2.5, 13.1(e), 19, 20, and 21 and where Special Resolutions have been passed in accordance with the Fourth Schedule the Trustees shall not be bound by a resolution passed at any Annual or Special General meeting, but will only be required to give consideration to any such resolution in administering the Trust's Assets and carrying out the Trust's Purpose.

13.14 Adjourned meetings:

If after one (1) hour of the time appointed for an Annual or Special General meeting, a quorum is not present, the meeting will stand adjourned to be re-convened seven (7) days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present after one hour from the time appointed for that adjourned meeting, the Adult Registered Members of Heretaunga Tamatea present will constitute a quorum.

13.15 Unruly meetings:

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

13.16 Minutes:

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

13.17 Minutes to be evidence of proceedings:

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

13.18 Minutes to be evidence of proper conduct:

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

14 DISCLOSURE OF INTERESTS

14.1 Definition of Interested Trustee:

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

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

- ES
J.M. P.A.P.
ES
- (b) has a material financial interest in another party to the matter;
 - (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or controlled, by the Trustees or any Trust Entity;
 - (d) is the parent, child, spouse, de facto or civil union partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
 - (e) is otherwise directly or indirectly interested in the matter.

14.2 **Other iwi or hapū membership:**

No Trustee will be interested in a matter where that Trustee is a member of a hapū or iwi, not being part of Heretaunga Tamatea, where his or her interest is not different in kind from the interests of other members of that hapū or iwi.

14.3 **Disclosure of interest to other Trustees:**

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

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

14.4 **Recording of Interest:**

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

14.5 **Dealings with Interested Trustees:**

An interested Trustee shall not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.

14.6 **Prohibition of Benefit of Advantage:**

In the carrying on of any business by any member of the Heretaunga Tamatea Group under this Deed, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

ES
ES.
J.B.
JK
KSK
Pb
GHA
G
K.G.
P&A

15 ADVICE TO TRUSTEES

15.1 Trustees may rely on advice:

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

- (a) an employee of the Trust, or an employee or office holder of a Trust Entity, whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- (c) any other Trustee or member of a committee upon which a Trustee did not serve at the relevant time and in relation to matters that are within that other Trustee's or committee member's designated authority. However this shall only apply to the extent that the Trustees act in good faith, after reasonable enquiry when the need for an enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted.

15.2 Trust may obtain a legal opinion:

If the Trustees are in doubt over any matter relating to the management and administration of the Trust's Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a lawyer who has held a practising certificate for at least seven (7) years. The right to obtain and act upon a legal opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

16 LIABILITY OF TRUSTEES

16.1 Liability of Trustees:

A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows, or should have known, to be a breach of this Deed. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

Handwritten initials

17 INDEMNITY AND INSURANCE

Handwritten initials: D.M., 49

17.1 Indemnity and insurance for Trustees:

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

- (a) those proceedings do not arise out of any failure by the Trustee, officer or employee; and
- (b) he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust's Purpose.

Handwritten initials: A.B.

17.2 Indemnity and insurance costs to be just and equitable:

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

Handwritten initials: A.B.

17.3 Indemnity and insurance re specific trusts:

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

Handwritten initials: W.K.

17.4 Record of decisions:

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting of the Trustees at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable.

Handwritten initials: K.S.K., R.C., B.H.


18 CUSTODIAN TRUSTEE

Handwritten initials: R.

18.1 Custodian Trustee:

The Trustees may appoint or incorporate a Custodian Trustee and on any such appointment or incorporation the following provisions shall have effect:

- (a) The Trustees shall require the Custodian Trustee to sign this Deed agreeing to be bound by its terms;
- (b) The Trust's Assets may be vested in the Custodian Trustee as if the Custodian Trustee were sole Trustee;
- (c) The Custodian Trustee holds the title so vested in him or her or it on trust for the Trustees;

- 
- (d) The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trustees as fully and effectively as if there were no Custodian Trustee;
 - (e) The sole function of the Custodian Trustee shall be to hold the Trust's Assets property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the Custodian Trustee shall execute all such documents and perform all such acts as the Trustees in writing direct;
 - (f) The Custodian Trustee shall not be liable for acting on any such direction provided that if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the Custodian Trustee to any liability or is otherwise objectionable the Custodian Trustee may apply to the Court for directions and any order giving any such directions shall bind both the Custodian Trustee and the Trustees providing the Trustees are made parties to the proceeding;
 - (g) The Custodian Trustee shall not be liable for any act or default on the part of any of the Trustees, provided the Custodian Trustee is not knowingly a participant in any willful breach of trust by such Trustee(s);
 - (h) All actions and proceedings touching or concerning the Trust's Assets may be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees and, as between the Trustees and the Custodian Trustee, the Custodian Trustee shall not be liable for the costs and the Trustees shall indemnify the Custodian Trustee for such proceedings; and
 - (i) No person dealing with the Custodian Trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.

19 AMENDMENTS TO THE TRUST DEED

19.1 Special Resolution required:

Subject to clauses 19.1, 19.2, and 19.3 all other amendments to the Deed shall only be made with the approval of a Special Resolution.

19.2 Limitations on Amendment:

No amendment shall be made to the Deed that changes:

- (a) The Trust's objects and purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Members of Heretaunga Tamatea;
- (b) The definition of Member of Heretaunga Tamatea, Heretaunga Tamatea Ancestor, or Heretaunga Tamatea after the Settlement Act has been passed;
- (c) The membership and beneficiary of the Trust;

(d) The voting threshold for a Special Resolution from that set out in clause 1.1, being 75% of the Adult Registered Members who validly cast a vote;

(e) Clauses 19.1, 19.2, and 21.

19.3 Amendment to make definitions consistent with Deed of Settlement and Settlement Act:

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees to make the definition of Member of Heretaunga Tamatea, Heretaunga Tamatea, Heretaunga Tamatea Ancestor or Heretaunga Tamatea Claims the same as that set out in the final Deed of Settlement and the Settlement Act. If the Deed is amended due to operation of this clause a Special Resolution is not required.

19.4 Consideration of proposals:

Every Adult Registered Member of Heretaunga Tamatea may put forward a written proposal to amend the Deed and the Trustees shall consider such a proposal at their next available meeting.

20 RESETTLEMENT

20.1 Resettlement:

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

21 TERMINATION OF TRUST BY MEMBERS

21.1 Termination of Trust:

The Trust established by this Deed shall only be terminated or dissolved if the Adult Registered Members of Heretaunga Tamatea have, by Special Resolution, resolved to do so and on the termination or dissolution of this Trust under this clause, the Trust's Assets after the payment of costs, debts and liabilities shall be paid to either:

- (a) another trust or entity that has been established for the benefit of the present and future Members of Heretaunga Tamatea: or
- (b) more than one trust or entity established for the benefit of collective groups of Members of Heretaunga Tamatea provided that together those entities benefit the present and future Members of Heretaunga Tamatea.



22 PERPETUITIES



22.1 Perpetuities:

If the rule against perpetuities applies to the Trust, The Trustees shall proceed to wind up the Trust in accordance with clause 21 by the last day of the Perpetuity Period.

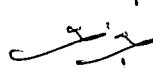


23 DISPUTE RESOLUTION



23.1 Disputes:

In the event that a dispute arises in relation to any aspects of the Trust, or the Trust Entities including, but not limited to, disputes in relation to matters of membership, tikanga, reo, kawa, whakapapa and korero of Heretaunga Tamatea then that dispute shall be referred in first instance to the Trustees.



23.2 Notice of Dispute:

All disputes referred to the Trustees in accordance with clause 23.1 shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within ten (10) Working Days of the date of receipt of the notice.

CH
AR
BR
ES
D
AB
A
W
KSR
R
G
A
Y
K
X.G.
OP
PAP

23.3 Reference of Dispute:

If a dispute is not settled within twenty (20) Working Days of the receipt by the Trustees of written notice of the dispute in accordance with clause 23.2 then it shall be referred to a Rūnanga Whakawā constituted in accordance with clause 23.4 and 23.5.

23.4 Rūnanga Whakawā to be appointed as required:

There shall not be a permanent disputes committee. Instead a Rūnanga Whakawā shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute in question, and only after the expiry of the twenty (20) Working Day period referred to in clause 23.3.

23.5 Appointment and composition of Rūnanga Whakawā:

A Rūnanga Whakawā shall be appointed by the Trust and comprise three members who shall not have an interest in the matters in dispute but hold any or all of the following skills and attributes:

- (a) Expertise in mediation and alternative dispute resolution;
- (b) Expertise in Te Reo and Tikanga Maori of Heretaunga Tamatea; or
- (c) Persons who are regarded as being of good reputation and standing.

23.6 Role of Rūnanga Whakawā:

The role of a Rūnanga Whakawā shall be to facilitate and make findings and decisions on the disputes referred to it.

23.7 Deliberations of Rūnanga Whakawā:

In dealing with any dispute a Rūnanga Whakawā shall, subject to meeting the requirements of tikanga and natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with. The findings and decisions of a Rūnanga Whakawā shall be final and binding on the parties.

AKS. AS

Des. LS.

23.8 Rūnanga Whakawā may Convene Hui:

In facilitating the resolution of any dispute a Rūnanga Whakawā may convene a general meeting of Heretaunga Tamatea in order to discuss the matters that are in dispute.

23.9 Hui to meet notice requirements:

Any general meeting called by a Rūnanga Whakawā in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of Heretaunga Tamatea as set out in clause 13.

AB. A

23.10 Notification of Outcome:

A Rūnanga Whakawā shall give its findings and decision, together with the reasons for any findings and decision, in writing to the Trustees and any other party to the dispute.

CS. S.

24 CONSTITUTIONAL EVALUATION

24.1 Evaluation of Heretaunga Tamatea constitutional arrangements:

The Trustees shall, within two (2) years of the Settlement Date, initiate an evaluation of the various constitutional arrangements applying to Heretaunga Tamatea, including:

- JKS. H. W. KCR. R. S.
- (a) the terms and operation of this Deed and, in particular, the arrangements relating to the election of Trustees and all other aspects of the representation of Heretaunga Tamatea by the Trust;
 - (b) the status and role of the Heretaunga Tamatea Marae, or groupings of Heretaunga Tamatea Marae, in the structure of the Trust, particularly with a view to ensuring fairness and equity between the Heretaunga Tamatea Marae;
 - (c) the terms and operation of any Trust Entities; and
 - (d) the relationship between the Trust and any other entities that represent some, or all, of the Members of Heretaunga Tamatea.

24.2 Constitutional evaluation process:

In conducting this evaluation the Trustees shall engage and consult with Heretaunga Tamatea in order to seek the views of Heretaunga Tamatea on the matters set out in clause 24.1, and any other issues identified by the Trustees, and shall have regard to the tikanga of Heretaunga Tamatea.

24.3 Constitutional evaluation to be independently facilitated:

The process of engagement and consultation required by clause 24.2 shall be undertaken by an independent facilitator appointed by the Trustees. The role of independent facilitator shall be to:

EH
[Signature]

ME
[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

WK

KCR

[Signature]

[Signature]

[Signature]

[Signature]

PAP

- (a) liaise with the Trustees in the preparation of any discussion materials to be distributed to Heretaunga Tamatea;
- (b) facilitate any hui;
- (c) receive, compile and review any written submissions received from Heretaunga Tamatea; and
- (d) make recommendations to the Trustees as to the amendments that should be made to this Deed, the constitutional documents of any Trust Entities, as a consequence of the information received from the process of engagement and consultation.

24.4 Outcome of evaluation:

Following the completion of the constitutional evaluation and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 24.3, the Trustees may recommend amendments (if any) to this Deed and seek the approval of those amendments in accordance with clause 19.

25 COUNTERPARTS

25.1 Deed may be executed in counterparts:

This Deed may be executed in two or more counterpart copies each of which will be deemed an original and all of which together will constitute one and the same instrument. A party may enter into this Deed by signing a counterpart copy and sending it to the other parties (including by facsimile or email).

EXECUTION

SIGNED BY Koreene Hariata Henry as an Initial Trustee [Signature]
in the presence of:

Name: [Signature] E V Munroe

Occupation: Barrister

Address: 500 Karamu Road South
Akina, Hastings 4120

SIGNED BY Margaret Akata McGuire as an Initial Trustee
in the presence of:

Margaret McGuire

Name: EVMunroe
Barrister

Occupation: 500 Karamu Road South

Address: Akiri, Hastings 4120

SIGNED BY Kevin Ronald Tamati as an Initial Trustee
in the presence of:

Kevin Tamati

Name: EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
~~HAKiri~~ Hastings 4120

SIGNED BY Cordry Tawa Huata as an Initial Trustee
in the presence of:

Cordry Huata

Name: EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY Henare Matua Kani as an Initial Trustee
in the presence of:

Henare Kani

Name: EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

A A

SIGNED BY Elizabeth Helen Graham as an Initial Trustee
in the presence of:

Elizabeth Helen Graham

Name: EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY Brian Charles Morris as an Initial Trustee
in the presence of:

Brian Charles Morris

Name: EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY Peter Alexander Paku as an Initial Trustee
in the presence of:

Peter Alexander Paku

Name: EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY Charmaine Elizabeth Pene as an Initial Trustee
in the presence of:

Charmaine Elizabeth Pene

Name: EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY Robert Lui Clarke as an Initial Trustee
in the presence of:

[Signature]

Name: [Signature] EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY John Barry Heperi Smith as an Initial Trustee
in the presence of:

[Signature]

Name: [Signature] EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY Ngamoia Hukapapa Gillies as an Initial Trustee
in the presence of:

[Signature]

Name: [Signature] EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY Tanira Hemana Te Rohu Te Au as an Initial Trustee
in the presence of:

[Signature]

Name: [Signature] EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akiri Hastings 4120

SIGNED BY Leon Fredrick Hawea as an Initial Trustee
in the presence of:

[Signature]

Name: [Signature] E.V. Munroe

Occupation: Barrister

Address: 500 Karamu Road South
Akina Hastings 4120

SIGNED BY Thomas Eruera Mulligan as an Initial Trustee
in the presence of:

[Signature]

Name: [Signature] E.V. Munroe

Occupation: Barrister

Address: 500 Karamu Road South
Akina Hastings 4120

SIGNED BY Kohine Gwen Rata as an initial Trustee
in the presence of:

[Signature]

Name: ~~Kohine Gwen Rata~~ [Signature] E.V. Munroe

Occupation: ~~Housewife~~ Barrister

Address: 500 Karamu Road South
Akina Hastings

SIGNED BY Kellie Anne-Marie Jessup as an Initial Trustee
in the presence of:

[Signature]

Name: [Signature] E.V. Munroe

Occupation: Barrister

Address: 500 Karamu Road South
~~500 Barrister~~
Akina Hastings 4120

[Signature]

SIGNED BY Penelope Hinehau WhitiWhiti as an Initial Trustee

[Signature]

in the presence of:

Name: [Signature] EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akima Hastings A120

SIGNED BY David Collins Tipene - Leach as an Initial Trustee

[Signature]

in the presence of:

Name: [Signature] EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akima Hastings A120

SIGNED BY Waireamana Kara an Initial Trustee

W.K.

in the presence of:

Name: Waireamana Kara [Signature] EVMunroe

Occupation: Freezing Worker Barrister
500 Karamu Road South
Akima Hastings A120

Address: 35 McCreavy St Waipawa
[Signature]

SIGNED BY Lisa Gay Tuhi as an Initial Trustee

in the presence of:

Name: [Signature] EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akima Hastings A120

[Signature]

SIGNED BY Erin Marie Sandilands as an Initial Trustee
in the presence of:

Erin Marie Sandilands

Name: Erin Marie Sandilands

EVMunroe
Barrister
500 Karamu Road South
Akina Hastings 4120

Occupation: Midwife / RN

Address: 32 Middle Road Havelock North

SIGNED BY Ngahiwi Tomoana as an Initial Trustee
in the presence of:

Ngahiwi Tomoana

Name: EVMunroe

Occupation: Barrister

Address: 500 Karamu Road South
Akina Hastings 4120

MS

EM

ES

JB

RS

WK

KSA

Feb
GMA

21.

K.g.

PAP

FIRST SCHEDULE

Heretaunga Tamatea Membership Register

1 HERETAUNGA TAMATEA REGISTER

1.1 Contents of Register:

The Heretaunga Tamatea Register shall record:

- (a) the full names, dates of birth, postal addresses and email addresses of each Member of Heretaunga Tamatea who applies for registration and the date when such Member of Heretaunga Tamatea became a Registered Member;
- (b) the Heretaunga Tamatea Marae that each Member of Heretaunga Tamatea affiliates too;
- (c) the Marae Electorate of each Registered Member; and
- (d) the allocated registration number of each Registered Member.

1.2 Availability for inspection:

The Heretaunga Tamatea Register will be available for inspection by a Registered Member to view their own registration details in a manner consistent with the Privacy Act 1993.

2 APPLICATIONS FOR REGISTRATION

2.1 Form of applications:

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

- (a) the full name, date of birth and postal address of the applicant;
- (b) the Heretaunga Tamatea Marae that the applicant affiliate to;
- (c) the Marae Electorate for the applicant;
- (d) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Heretaunga Tamatea, including details of the whakapapa (genealogical connections) through which the applicant claims affiliation to Heretaunga Tamatea; and
- (e) any further information as the Trustees may specify on the application form.

Handwritten signatures and initials on the left margin, including: "ZG", a large scribble, "ES", "NB", "AJ", "KGR", "Rb", "K.A.", "K.Y.", "PAP", and a final scribble at the bottom.

Handwritten signatures and initials at the bottom right, including a large signature and the initials "CO".

BA
Qu
If the Trustees consider an application form to be incomplete, they may request an applicant provides further information or supporting evidence prior to a consideration of that application.

2.2 **Applications to be made by:**

2.2
An application for registration as a Member of Heretaunga Tamatea may be made by:

- (a) Adult Members of Heretaunga Tamatea on their own behalf or by their legal guardian; or
- (b) other Members of Heretaunga Tamatea who are under the age of 18 years, by their parent or legal guardian on their behalf.

2.3 **Marae Electorate:**

Each applicant must select their Marae Electorate for the purposes of electing Trustees in accordance with paragraph 5 of the Second Schedule. In selecting a Marae Electorate:

- (a) where an applicant affiliates to only one Heretaunga Tamatea Marae that applicant may only select that corresponding Marae Electorate as his or her Marae Electorate;
- (b) where an applicant affiliates to more than one Heretaunga Tamatea Marae the applicant may select only one corresponding Marae Electorate as his or her Marae Electorate; and
- (c) an Adult Registered Member may change their Marae Electorate at any time except for during an Election Period or within twenty-four (24) months of having previously selected a Marae Electorate.

3 **DECISIONS AS TO MEMBERSHIP**

3.1 **Whakapapa Committee to be established:**

The Trustees shall establish a Whakapapa Committee to make decisions on all applications made in accordance with paragraph 2 of this Schedule.

ES
AP
AP
ES.
3.2 **Composition of Whakapapa Committee:**

The Whakapapa Committee shall comprise not less than three (3) and not more than five (5) Adult Registered Members of Heretaunga Tamatea, appointed by the Trustees from time to time, with the expertise and knowledge of Heretaunga Tamatea whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Heretaunga Tamatea whakapapa may be appointed to the Whakapapa Committee.

3.3 **Consideration of applications:**

All applications for membership completed in accordance with paragraph 2.1 of this Schedule, together with any supporting evidence, shall be forwarded by the Trustees to the Whakapapa Committee.

3.4 **Decisions to be made on applications:**

Upon receipt of an application for membership in accordance with paragraph 3.3 of this Schedule the Whakapapa Committee shall consider the application and shall make a decision as to whether or not the applicant should be registered as a Member of Heretaunga Tamatea. Before making a decision the Whakapapa Committee may request that the applicant provide further information.

3.5 **Successful applicants to be notified and registered:**

In the event that the Whakapapa Committee decides that the application should be accepted then such decision shall be notified in writing to the Trustees, which shall in turn notify the applicant and enter the applicant's name and other relevant details in the appropriate part of the Heretaunga Tamatea Register.

3.6 **Notification to unsuccessful applicants:**

In the event that the Whakapapa Committee decides to decline the application then such decision shall be conveyed in writing to the Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision.

3.7 **Unsuccessful applicant may reapply:**

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Whakapapa Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of any previous application) as to the applicant's status as a Member of Heretaunga Tamatea.

4 **MAINTENANCE OF REGISTER**

4.1 **Trustees to establish policies:**

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

Handwritten initials: [unclear], [unclear], [unclear]
4.2 Assistance in identifying membership:

In maintaining the Heretaunga Tamatea Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of those Members of Heretaunga Tamatea who are not for the time being on the Heretaunga Tamatea Register. Such policies shall include policies as to the nature of the assistance that the Trustees will provide to those persons who believe that they are Members of Heretaunga Tamatea but for whatever reason are not able to establish such membership.

Handwritten initials: [unclear]
4.3 Responsibility of Members of Heretaunga Tamatea:

Notwithstanding paragraph 4.1 of this Schedule it shall be the responsibility of each person who is a Member of Heretaunga Tamatea (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the Heretaunga Tamatea Register and that his or her full postal address for the time being is provided and updated.

Handwritten initials: [unclear]
4.4 Removal of registration:

Any Member of Heretaunga Tamatea may choose to terminate their registration of membership of Heretaunga Tamatea, by notifying the Trustees in writing. The termination of that Member's registration shall be effective on the date referred to in the request or, if no date is given, then on the date the request is received by the Trustees.

Handwritten initials: [unclear]
4.5 Consequences of registration:

Registration of any person on the Heretaunga Tamatea Register as a Member of Heretaunga Tamatea shall be conclusive evidence of that person's status as a Member of Heretaunga Tamatea.

Handwritten initials: WK, KSK
4.6 Registration of members of He Toa Takitini

The Trustees may register on the Heretaunga Tamatea Register any Member of Heretaunga Tamatea who is a registered member of He Toa Takitini, provided that the Trustees are satisfied that such registration meets the requirements of paragraph 2.1 of this Schedule. The Trustees must inform any Member of Heretaunga Tamatea who is registered in this manner of their registration and provide the opportunity for that Member to amend any details of their registration, or to terminate their membership, and paragraph 2.3(c) of this Schedule shall not apply to any amendment.

Handwritten initials: [unclear]

SECOND SCHEDULE

Elections of Trustees

1 ELIGIBILITY FOR APPOINTMENT

1.1 Eligibility for nomination:

To be elected as Trustee a nominee for appointment must:

- (a) as at the closing date for nominations, be recorded in the Heretaunga Tamatea Register as an Adult Registered Member of Heretaunga Tamatea;
- (b) and not:
 - i. be an undischarged bankrupt;
 - ii. have ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
 - iii. be or have been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
 - iv. be or ever have been removed as a trustee of a trust by order of Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
 - v. be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
 - vi. be subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988;
 - vii. have been convicted in the last 10 years of an offence punishable by more than three years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
 - viii. have been removed as a Trustee under paragraph 6.3 of this Schedule within the past three years.

1.2 Nomination and election of an employee:

For the avoidance of doubt, an employee of the Trust, or a Trust Entity, is eligible to be nominated in accordance with paragraphs 1.1 and 4 of this Schedule. However if successfully elected as a Trustee that election does not come into effect until the date the nominee ceases their employment with the Trust or Trust Entity. Should the

nominee's employment not have ceased within Twenty (20) Working Days of the date the result is certified in accordance with paragraph 7.3 of the Fourth Schedule to this Deed then their election shall be deemed to be invalid and a casual vacancy to have arisen in accordance with paragraph 3.3(a) of this Schedule.

2 ELECTION OF TRUSTEES

2.1 Election of Trustees:

The Adult Registered Members of Heretaunga Tamatea listed in the Heretaunga Tamatea Register shall be entitled to elect the Trustees in accordance with the rules for elections as set out in this Schedule.

2.2 Retirement of Initial Trustees and initial Elections:

The Initial Trustees shall retire from office and elections held for their respective positions as Trustee as follows:

- (a) within twelve (12) months of the Deed of Settlement the Initial Trustees for the Marae Electorates corresponding to the Heretaunga Tamatea Marae listed in clauses (a) to (l) of the definition of Heretaunga Tamatea Marae shall retire and an election shall be held for those Trustee positions; and
- (b) within twelve (12) months of the date of the election held as in accordance with paragraph 2.2(a) of this Schedule the Initial Trustees for the Marae Electorates corresponding to the Heretaunga Tamatea Marae listed in clauses (m) to (w) of the definition of Heretaunga Tamatea Marae shall retire and an election shall be held for the remaining Trustee positions.

2.3 Election cycle:

Following the elections held in accordance with paragraph 2.2 of this Schedule the Trustees shall hold elections on a three (3) yearly cycles that ensures:

- (a) elections are held for the Marae Electorates corresponding to the Heretaunga Tamatea Marae listed in clauses (a) to (l) of the definition of Heretaunga Tamatea Marae every three (3) years following the elections held in accordance with paragraph 2.2(a) of this Schedule;
- (b) elections are held for the Marae Electorates corresponding to the Heretaunga Tamatea Marae listed in clauses (m) to (w) of the definition of Heretaunga Tamatea Marae every three (3) years following the elections held in accordance with paragraph 2.2(b) of this Schedule;
- (c) no elections are held within twelve (12) months of the elections held in accordance with paragraph 2.3(b) of this Schedule and every three (3) years thereafter.



3 TERM OF OFFICE

3.1 Term of office:

Subject to paragraphs 1.2, 2.2, and 3.4 of this Schedule the Trustees from time to time shall hold office for a term of three (3) years from the date of their election, being the day on which the result of a voting process is certified by the Chief Returning Officer in accordance with paragraph 7.3 of the Fourth Schedule.




3.2 Eligibility of retiring Trustees:


Trustees retiring from office shall be eligible for re-election.

3.3 Casual vacancies:

Should:


- 
- (a) there be no person elected to replace a Trustee following that Trustee's retirement; or
 - (b) any casual vacancy arise prior to the expiry of any Trustee's term of office; and
 - (c) the term to run for that vacant position in either paragraph 3.3(a) or (b) of this Schedule exceeds six (6) months;

then that vacancy shall be filled by the holding of a further election in accordance with this Schedule.



3.4 Term of casual appointments:


In the case of an appointment made pursuant to paragraph 3.3 of this Schedule the Trustee thereby appointed shall, as the case may be, hold office:

- 
- (a) In the case of a Trustee appointed pursuant to paragraph 3.3(a) of this Schedule, for the same term as that Trustee would have been appointed had he or she been appointed immediately following the retirement of the previous Trustee under paragraph 3.1 of this Schedule; or
 - (b) In the case of a Trustee appointed pursuant to paragraph 3.3(b) of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.



4 MAKING OF NOMINATIONS

4.1 Calling for nominations:



The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least forty (40) Working Days before the date of the vote for the election of Trustees. Such notice shall specify:

- (a) the method of making nominations;

- (b) the requirement in paragraph 1.1 of this Schedule in terms of Trustee eligibility; and
- (c) the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs.

4.2 Timing for nominations:

All nominations must be lodged with the Trustees no later than fifteen (15) Working Days following the date upon which the notice calling for nominations is first given.

4.3 Form of notice:

All notices given under this paragraph shall be given by:

- (a) in writing and sent to all Adult Registered Members at the last physical, electronic or digital address shown for each such Adult Registered Member on the Heretaunga Tamatea Register. If notice sent to an electronic or digital address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address. For the avoidance of doubt, each Member of Heretaunga Tamatea Register shall be responsible for ensuring his or her contact details are correct;
- (b) inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Heretaunga Tamatea reside; and
- (c) such other means as the Trustees may determine.

4.4 Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than three (3) Adult Registered Members from the Marae Electorate for which the candidate is nominated.

4.5 Candidate may only be nominated for their Marae Electorate:

A candidate may only be nominated for election for the Marae Electorate to which they are registered on the Heretaunga Tamatea Register.

4.6 Consent of nominee:

The consent of each candidate to his or her nomination shall be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trustees, withdraw his or her nomination.

5 HOLDING OF ELECTIONS

5.1 Mode of Voting at Elections:

Voting at all elections shall be by way of postal ballot in accordance with the Fourth Schedule.

Handwritten initials: JAS, [Signature]

5.2 Elections on the basis of Marae Electorates:

Every Adult Member may vote for a candidate nominated in their Marae Electorate. Every Adult Member may exercise only one (1) vote.

Handwritten initials: JAS, EG

5.3 Candidates with most votes elected:

The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. If there is an equal number of votes for a relevant vacancy, then the successful candidate will be decided by the drawing of lots in a manner determined by the Chief Returning Officer.

Handwritten initials: [Signature]

5.4 No elections where a single nominee for a vacancy:

In the event that there is no more than one (1) valid nomination of a Trustee for a relevant vacancy no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

Handwritten initials: [Signature]

6 Removal of Trustee

Handwritten initials: [Signature]

6.1 Suspension of Trustee:

A Trustee may be suspended from office, and no longer be eligible to continue to exercise any powers under this Deed as a Trustee, should 75% of the remaining Trustees pass a resolution that they are concerned, on reasonable grounds, that the actions of the Trustee have breached the Code of Conduct and in doing so have brought either the Trust, a Trust Entity, or Heretaunga Tamatea into disrepute. Any such resolution, together with the reasons for the Trustees' concerns, must be set out in writing and signed by the Trustees passing the resolution.

Handwritten initials: WK, [Signature]

6.2 Review of suspension:

Following the suspension of a Trustee in accordance with paragraph 6.1 of this Schedule, the remaining Trustees shall, pursuant to clause 15.2, promptly seek independent legal advice regarding the decision to suspend the Trustee. In doing so, both the suspended Trustee and the remaining Trustees shall have the right to make a written submission setting out their views.

Handwritten initials: KCR, [Signature]

6.3 Removal of Trustee:

Should the review carried out in accordance with paragraph 6.2 of this Schedule conclude that:

- (a) the actions of the suspended Trustee have breached the Code of Conduct, and in doing so have brought either the Trust, a Trust Entity, or Heretaunga Tamatea into disrepute, then the suspended Trustee shall be removed from office; or
 - (b) the actions of the suspended Trustee have not breached the Code of Conduct in a manner which has brought either the Trust, a Trust Entity, or Heretaunga Tamatea into disrepute, then the suspension shall cease and the Trustee shall be entitled to exercise their powers under this Deed as a Trustee from the date that decision is notified to the Trustees.
- Handwritten initials: [Signature], K.G., [Signature], P.A.A.*

6.4 **Lifting of suspension:**

At any point during the suspension of a Trustee, the remaining Trustees may resolve, by a 75% majority, to remove the suspension and re-instate a suspended Trustee. Should a suspended Trustee be re-instated under this paragraph, or as a result of paragraph 6.3(b) of this Schedule, there shall be no right of recourse or challenge in relation to the decision to suspend the Trustee and any decisions taken by the remaining Trustees during the period of the suspension shall not be invalidated as a result.

6.5 **Power of Attorney:**

Each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust's Assets to the other Trustees and any replacement trustee in the event that the Trustee is removed from office under paragraph 6.3 of this Schedule.

7 **TERMINATION OF OFFICE OF TRUSTEES**

7.1 **Termination of office of Trustees:**

Notwithstanding the foregoing rules of this Schedule, a Trustee shall cease to hold office if he or she:

- (a) at any time ceases to fulfil the requirements set out in paragraph 1.1 of this Schedule;
- (b) retires from office by giving written notice to the Trustees;
- (c) dies;
- (d) completes his or her term of office and is not re-elected;
- (e) refuses to act;
- (f) is removed from the office of Trustee in accordance with paragraph 6.3 of this Schedule.

8 **RECORD OF CHANGES OF TRUSTEES**

8.1 **Record of changes of Trustees:**

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

Handwritten signatures and initials on the left margin, including 'K.S.R.', 'K.G.', and 'P.A.P.'.

Handwritten signatures at the bottom right of the page.

THIRD SCHEDULE

Proceedings of Trustee Meetings

1 TRUSTEES TO REGULATE MEETINGS

1.1 Trustees shall meet:

The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any twelve (12) Trustees may at any time by notice in writing to the Trustees summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting.

1.2 Code of Conduct:

Within six (6) months of the date of this Deed the Trustees shall have developed and approved a Code of Conduct which shall guide the behaviour of Trustees so as to avoid bringing the Trust into disrepute. The Trustees may from time to time modify the Code of Conduct.

2 NOTICE OF MEETING

2.1 Notice to Trustees:

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least five (5) Working Days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustee for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice:

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

2.3 Waiver of notice:

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

Handwritten initials/signature at top left.

Handwritten initials/signature on left margin.

Large handwritten signature on left margin.

Handwritten signature on left margin.

Handwritten initials/signature on left margin.

Handwritten initials/signature on left margin.

Handwritten signature on left margin.

Handwritten initials/signature on left margin.

Handwritten signature on left margin.

Handwritten initials/signature on left margin.

Handwritten signature at bottom left.

Handwritten initials/signature at bottom right.

ES

3 QUORUM

3.1 Quorum:

Twelve (12) Trustees then in office shall constitute a quorum at meetings of the Trustees.

20
ES

4 CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint:

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

4.2 Termination of office:

The Chairperson (or Deputy Chairperson) will cease to hold office in the event that he or she:

- (a) resigns from that office;
- (b) ceases to be a Trustee; or
- (c) is removed from office by 75% of the remaining Trustees passing a resolution of no confidence in him or her.

In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further appointment in accordance with paragraph 4.1 of this Schedule shall be held for the position.

5 PROCEEDINGS AT MEETINGS

5.1 Trustee shall seek to achieve consensus:

The Trustees shall, to the extent practicable, endeavour to achieve a consensus on questions arising at any meeting of Trustees.

5.2 Decisions by majority vote:

If the Chairperson is of the view that consensus is not possible, and unless stated otherwise in this Deed, then questions arising at any meeting of Trustees shall be decided by a majority of votes of Trustees present at a validly called meeting. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

5.3 Chairperson:

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

EG.
JP
EDH
ES

5.4 Vacancies:

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

5.5 Defects of appointment:

All acts done by any meeting of the Trustees or of any committee appointed under paragraph 6.1 of this Schedule shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

5.6 Unruly meetings:

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

6 APPOINTMENT OF COMMITTEES BY TRUSTEES

6.1 Trustees may appoint committees:

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct. Such a direction must include a requirement that the committee act in accordance with paragraph 6.2 and 6.3 of this Schedule. Any committee established under this paragraph may co-opt persons who are not Trustees provided that a Trustee shall chair any such committee.

6.2 Committees to report to Trustees:

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

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

6.3 Regulation of procedure by committees:

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

7 **WRITTEN RESOLUTIONS**

7.1 **Resolutions:**

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

8 **MINUTES**

8.1 **Minutes to be kept:**

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

8.2 **Minutes to be evidence of proceedings:**

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

8.3 **Minutes to be evidence of proper conduct:**

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

9 **ELECTRONIC CONFERENCE MEETINGS**

9.1 **Electronic Conference Meetings:**

For the purposes of this Deed the linking via telephone, video, or other means of electronic or digital conferencing of a number of Trustees or sub-committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the sub-committee members (as the case may be) so long as the following conditions are met:

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a electronic conference meeting and to be linked for the purposes of such a meeting;
- (b) throughout the electronic conference meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the electronic conference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;

Handwritten initials and signatures on the left margin:
AG
DM
GS
[Large signature]
[Signature]
[Signature]
[Signature]
[Signature]
WK
[Signature]
KSR
[Signature]
[Signature]
[Signature]
K.G.
[Signature]
PAP

[Handwritten initials/signature]

- (d) a participant may not leave the teleconference meeting by disconnecting his or her means of communication without first obtaining the chairperson's express consent;
- (e) a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the electronic conference meeting unless he or she leaves the meeting with the chairperson's express consent; and
- (f) a minute of the proceedings at a electronic conference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting.

[Handwritten signature]

[Handwritten signature]



FOURTH SCHEDULE

Procedure for Postal Voting


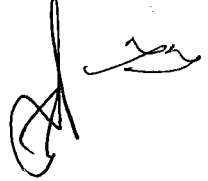




1 VOTING

1.1 Voting process required:



A voting process conducted in accordance with this Schedule is required in relation to:

- 
- 
- 
- 
- (a) the election of Trustees in accordance with the Second Schedule;
 - (b) the approval of a Major Transaction in accordance with clause 2.5; or
 - (c) the approval of amendments to this Deed in accordance with clause 19; or
 - (d) the approval of a resettlement in accordance with clause 20; or
 - (e) terminate the Trust in accordance with clause 21; and
 - (f) any other matters as determined by the Trustees from time to time.

2 POSTAL VOTING AND SPECIAL GENERAL MEETING

2.1 Method of voting:


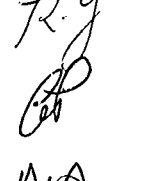
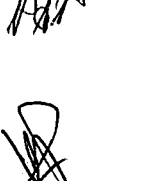


A voting process conducted in accordance with this Schedule must be conducted by postal vote to a physical, electronic, and/or digital address as determined by the Trustees from time to time.

2.2 Eligibility to vote:



Those eligible to vote in accordance with this Schedule are:

- 
- 
- 
- (a) those Adult Registered Members identified on Heretaunga Tamatea Register on the closing date for voting; and
 - (b) subject to clause 7.2 of this Schedule, any other Adult Member of Heretaunga Tamatea and has on or before the closing date for voting, provided to the Chief Returning Officer an application for registration as a Member of Heretaunga Tamatea which complies with paragraph 2 of the First Schedule to this Deed.

2.3 Members limited to one vote:

Each Member of Heretaunga Tamatea is eligible to cast one vote per resolution or per Trustee election in which they are entitled to vote in accordance with paragraph 5.2 of the Second Schedule to this Deed.




3 SPECIAL GENERAL MEETING NOT REQUIRED

3.1 *Special General Meeting:*

A Special General Meeting may be called for the purposes of considering one or more Special Resolutions but is not a requirement of this Schedule.



4 NOTICE



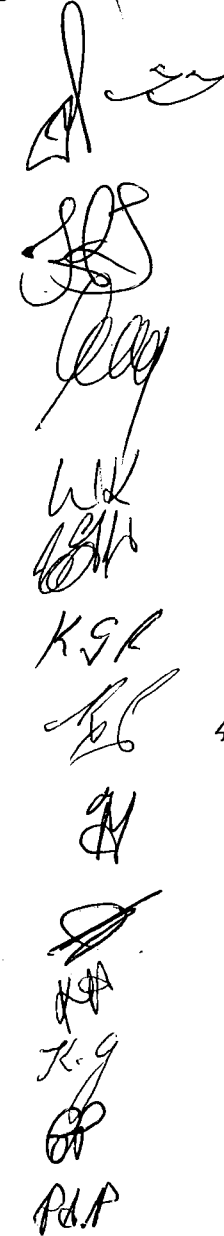
4.1 *Notice of vote:*

The Trustees shall give not less than twenty (20) Working Days notice of the date of the vote to be conducted in accordance with this Schedule.



4.2 *Method of giving notice:*

Notice of a Special General Meeting called for the purposes of considering a Special Resolution shall be given by:

- 
- (a) in writing and be sent to all Adult Registered Members at the last physical, electronic, or digital address shown for each such Adult Registered Member on the Heretaunga Tamatea Register. If notice sent to an electronic or digital address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address. For the avoidance of doubt, each Member of Heretaunga Tamatea Register shall be responsible for ensuring his or her contact details are correct;
 - (b) inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Heretaunga Tamatea reside; and
 - (c) such other means as the Trustees may determine.

4.3 *Content of notice to members:*

All notices given in accordance with paragraph 4.2(a) of this Schedule shall contain:

- (a) the date, time and place of any Special General Meeting that may called for the purposes of considering the matters subject to the voting process;
- (b) details of the matters subject to the voting process;
- (c) details of the procedure to be followed in making a postal vote or a vote by electronic means where available;
- (d) the date voting closes;

(e) details of how and where any further information may be obtained; and

(f) a voting form.

4.4 Content of advertisement:

All advertisements published in accordance with paragraph 4.2(b) of this Schedule shall contain the matters referred in paragraph 4.3(a) to (e) of this Schedule together with any other details as determined by the Trustees from time to time.

5 POSTAL VOTING

5.1 Other details to accompany vote:

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

5.2 Timing of Postal Votes:

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

6 APPOINTMENT OF CHIEF RETURNING OFFICER

6.1 Appointment of Chief Returning Officer:

For the purposes of the Special Resolution, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust or Trust Entity. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the powers and duties of the Chief Returning Officer as set out in this Deed.

6.2 Chief Returning Officer to receive voting forms:

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

6.3 Only one vote to be cast:

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Member of Heretaunga Tamatea per resolution or per Trustee election in which they are entitled to vote in accordance with paragraph 5.2 of the Second Schedule to this Deed.

6.4 Recording of votes:

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

ES
BDE
P

7 COUNTING OF VOTES

ES

7.1 All votes to be counted:

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

ES

7.2 Provisional Votes:

Where any vote is cast in accordance with paragraph 2.2(b) of this Schedule, such vote is provisional until such time as:

- (a) the application for registration as an Adult Member of Heretaunga Tamatea is accepted by the Membership Committee; and
- (b) where the application for registration is declined by the Membership Committee, the provisional vote will be invalidated.

ES

7.3 Certification of result:

Once all votes have been counted:

- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the Special Resolution, the Chief Returning Officer may not certify the result of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to paragraph 7.2 of this Schedule and any valid Provisional Vote has been counted; or
- (b) if the validity or otherwise of the Provisional Votes will not affect the result of the Special Resolution, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes have not been confirmed pursuant to paragraph 7.2 of this Schedule and the Provisional Votes have not been counted.

ES
WK
GSH
KSR
R.J.
Z
K.A.
K.G.
P
P.A.P.
R

7.4 Notification of result:

The Chief Returning Officer shall communicate the certified result of a voting process conducted in accordance with this Schedule to the Trustees and notify the Members of Heretaunga Tamatea of that certified result by way of public notice in those same newspapers in which notice was given under paragraph 4.2(b) of this Schedule.

Handwritten initials and a circled signature at the top left of the page.

FIFTH SCHEDULE

Establishment of Trust Entities

1 Establishment of Trust Entities

1.1 Requirements of constitutional documents of a Trust Entity:

In establishing a Trust Entity the Trustees shall ensure that the constitutional documents of a Trust Entity provides that:

Handwritten initials and signatures on the left margin, including 'ES', a large circle, 'AB.', 'WJ', 'KSR', 'Tob', 'Y', 'K.G', and 'P.P'.

Handwritten initials and a signature at the bottom right of the page.

ES
me
P
[Signature]
[Signature]
[Signature]
[Signature]
W.K
L.H
K.S.R
[Signature]
[Signature]
[Signature]
K.H
R.g.
E.S
P
P.d.A

- (a) the Trust Entity shall be governed by its respective board and the role of the Trustees in respect of each Trust Entity shall be limited to the exercise of the rights conferred on the Trust as shareholder or (as applicable) appointer;
 - (b) the Trustees shall have and retain the power to appoint and remove the directors, trustees or board members (as the case may be) of any Trust Entity;
 - (c) the Trustees shall determine the remuneration payable to any directors, trustees or board members of any Trust Entity;
 - (d) a major transaction clause which would require shareholder or (as applicable) appointer approval of:
 - i. the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Trust Entity, the value of which is more than half of the value of the Trust Entity's assets before the acquisition;
 - ii. the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Trust Entity, the value of which is more than half of the value of the Trust Entity's assets before the disposition;
 - iii. a transaction that has or is likely to have the effect of the Trust Entity acquiring rights or interests or incurring obligations or liabilities the value of which is more than half of the value of the Trust Entity's assets before the transaction;
 - iv. the disposition of, or an agreement to dispose of, whether contingent or not, any Taonga Property by the Trust Entity, or the removal of the status of Taonga Property from any Property of the Trust Entity; or
 - v. in respect of the approval of a transaction by a subsidiary Trust Entity, where approval of that transaction is required by the constitutional documents of that Trust Entity and the value of that transaction is more than half of the value of the parent Trust Entity's assets before the transaction;
- but would not apply to:
- i. any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all, or substantially all, of the Trust Entity assets;
 - ii. any disposition of Property or Taonga Property by the Trust Entity, to any other Trust Entity;
- (e) the Trust Entity has the ability to recognise and protect Taonga Property which may be held by the Trust Entity, consistent with this Deed;

[Signature]

(f) any directors, trustees or Board members appointed by or at the direction of the Trust to any Trust Entity do not act in a manner which brings or is likely to bring Heretaunga Tamatea, the Trustees or any Trust Entity into disrepute;

(g) the Trust Entity:

- i. maintains a statement of intent setting out its long term objectives and the general principles by which it proposes to operate, which shall be updated as required by the Trustees to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- ii. prepares and maintains a five year plan which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the statement of intent referred to in paragraph (g)(i) above;
- iii. prepares an annual plan setting out the steps to be taken in the relevant Financial Year to meet its five year planning objectives and fulfil the objectives and principles set out in the statement of intent;
- iv. within 2 calendar months after the completion of the first, second and third quarter of each Financial Year sends to the Trustees a report on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time); and
- v. provides reports to the Trustees each Financial Year in such form and with such detail as required by the Trustees. Reports shall include a comparison of the performance of the Trust Entity against both the annual plan of the Trust and that Trust Entity for that Financial Year and any medium and longer term planning objectives (as set out in the five year plans and statement of intent).

(h) All statements of intent, five year plan and annual plans must be approved by the Trustees. However, this shall not extend the Trustees to give directions beyond approving or not approving any plan or statement of intent or otherwise exercising their powers as shareholder or appointer, with the intention that directors, trustees or board members shall otherwise retain full discretion in respect of the implementation of the plans and statements of intent;

1.2 Other considerations:

In establishing a Trust Entity the Trustees may also consider whether the constitutional documents of a Trust Entity should provide for:

- (a) a requirement to consider the social, cultural, and economic development of Heretaunga Tamatea Marae, or groupings of Heretaunga Tamatea Marae as part of the objects and purposes of a Trust Entity;

Handwritten initials: "AB", "GB", "GG" and a large stylized signature.

- (b) a requirement, or limitation, as to the proportion or number of directors, trustees or board members who must, or can, also be Trustees;
- (c) consistency between any General Meeting requirements for a Trust Entity and the General Meeting provision set out in this Deed;
- (d) any restrictions or limits on the establishment of subsidiaries by a Trust Entity;
- (e) a conflict of interest clause consistent with that included in this Deed; and
- (f) restrictions or limits on the ability to amend the constitutional documents of any Trust Entity

Large handwritten mark resembling a stylized 'D' or 'O' with a vertical line extending downwards.

Handwritten initials and signatures:

- AB.
- [Signature]
- [Signature]
- [Signature]
- [Signature]
- W.K
- [Signature]
- K.S.K
- [Signature]
- [Signature]
- [Signature]
- [Signature]
- K.g
- [Signature]
- [Signature]

Handwritten signature or mark at the bottom left.

Handwritten signature or mark at the bottom right, with the number "62" written above it.

SIXTH SCHEDULE

Requirements for Plans and Reports

1 ANNUAL PLAN

1.1 Requirements of Annual Plan:

An Annual Plan prepared in accordance with clause 10.1 shall contain, in respect of that Income Year:

- (a) the nature and scope of the activities proposed by the Trustees for the Heretaunga Tamatea Group in the performance of each of the Trust's Purposes as set out in clause 2.3 of this Trust Deed;
- (b) the ratio of capital to total assets;
- (c) the performance targets and measurements by which performance of the Heretaunga Tamatea Group may be judged;
- (d) the manner in which it is proposed that projected income will be dealt with;
- (e) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Heretaunga Tamatea; and
- (f) any other information as the Trustees in their discretion consider necessary or appropriate.

2 FIVE YEAR PLAN

2.1 Requirements for Five Year Plan:

A Five Year Plan prepared in accordance with clause 10.2 shall include:

- (a) the medium term vision of the Trustees in respect of the matters referred to in paragraph 1.1 of this Schedule; and
- (b) a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust's Assets.

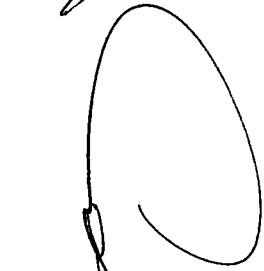
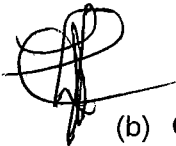
3 ANNUAL REPORT

3.1 Requirements of Annual Report:

An Annual Report prepared in accordance with clause 11.1 shall be made available not less than twenty (20) Working Days before an Annual General Meeting and shall contain, in respect of that Income Year:

- (a) a comparison of performance against the Annual Plan; and

EA.
DL.
ES.



JB.



W.K.
W.K.

KSK



N.



K.g.



PAP



(b) Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Heretaunga Tamatea Group for that Income Year. The Consolidated Financial Statements shall include as a separate item:

- i. details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director or trustee of a Subsidiary) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer);
- ii. changes in the value of the Trust's Assets; and
- iii. profit distribution.