DEED

TE RŪNANGA-Ā-IWI-O-NGĀPUHI CHARITABLE TRUST DEED

Ratified

30 October 2010

CONTENTS

1. INTERPRETATION 3
Definitions 3
Interpretation of Schedules 7
Statutes 7
General References 7
Headings 8

2. VARIATION OF OF TRUST DEED/TIKA TURE WHAKAREREKETANGA 8
Acknowledgement of Trust 8

3. KAUPAPA 8
Purposes 8
Principles 8
Other purposes 10
Strategic governance 11
No non-charitable objects and purposes 12

4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST 12
Number of Trustees 12
Cessation of office of Trustee 12
Proxy Trustees 13
Trustee skills and duties 13
Powers of Trustees 13
Management of the Trust – General 14
Meetings of Trustees 15
Chairperson Deputy Chairperson and Secretary 16
Delegation of Powers 16
Accounts and Audit 17
Reliance on Advice 17
Disclosure of Interest 17
Definition of Interested Trustee 18
Interests in common with Iwi, Takiwā, Hapū, Marae or Whānau 18
Recording of Interest 18
No private pecuniary profit 18
Appointment and removal of Custodian Trustee 19
Incorporation 19
Registration under the Charities Act 2005 20

5. TE ROPU KAUMĀTUA KUIA O TE WHARE TAPU O NGĀPUHI 20
Establishment of Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi 20
Election of Kaumātua and Kuia to Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi 20
Functions of Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi 20
Voting rights of Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi 20

6. REGISTER OF MEMBERS OF NGĀPUHI 21
Members' Register of Ngāpuhi 21
Registration as a Member of Ngāpuhi 21
Trustees may decline to register, or remove a person from the Members' Register 22
Process when registration declined or removed 22
Notice not necessary 22

7. VOTING PROCEDURE 23

8. GENERAL MEETINGS OF IWI AND REPORTING 23

Reporting Responsibilities 23
Trust to hold an Annual General Meeting 23
Information must be made available in writing 27
Standing Orders 27
No derogation from purposes 27

9. ASSET HOLDING COMPANY AND FISHING ENTERPRISE 27
Trust must hold an Asset Holding Company 27
Establishment of Fishing Enterprise 29
Requirements of constitution 29
Commercial Aquaculture Activities 29

10. MAJOR TRANSACTIONS 29
Notice to Members of Ngāpuhi 30
Income Shares and Settlement Quota 30

11. DISPUTES PROCEDURE 31
Disputes relating to matters arising under the Act 31
Registration Disputes 31
Proceedings of the Membership Committee 31
Determination 32

12. WINDING UP OF TRUST/ WHAKAMUTUNGA 32

13. ALTERATION OF TERMS OF DEED 32
Changes to the Deed 32
Changes to constitutions of Corporate Entities 33
Notification to Members of Ngāpuhi 33

14. RESETTLEMENT 33

SCHEDULE 1 37

PART A: ELECTION PROCESSES 37
Election Process to be defined by Trust 37
Trustees 37
Proxy Trustees 37
Takiwā/Taurahere Executive Committee 37
Retirement by Rotation 37
Appointment of Trustees 38
Takiwa/Taurahere Annual General Meetings 38
Notice of General Meetings 38
Notice of Elections and Call for Nominations 39
Eligibility Criteria for Nominators 39
Nomination Criteria 39
Acceptance as Candidate 40
Notification of Acceptance 40
Notice of Candidates 41
Election Scrutineers 41
Election Results 41
Advice to Candidates 41

PART B: ALL VOTES 41
Eligible voters 41
Methoid of Voting 42
Notice of Voting and General Meeting 42
Valid votes 42
Secret Ballots 43

PART C: TRUSTEE SKILLS 43

SCHEDULE 2: REGISTRATION FORM 44
SCHEDULE 3: PROCESS TO WITHDRAW 47

DEED dated

PARTIES	**Raniera T (Sonny) Tau,**	**Ngāpuhi ki te Hauauru**
	Brian Joyce (Proxy)	**Te Taurahere o Ngāpuhi ki te Tonga o Tāmaki Makaurau**
	Te Rau Allen	**Taiāmai ki te Marangai**
	Paul L Haddon	**Ngāpuhi Hokianga ki te Raki**
	Joe Bristowe	**Te Rūnanga o Taumarere o Rakaumangamanga**
	Carol Dodd	**Te Rōpū Takiwā o Mangakahia**
	Mike Kake	**Te Takiwā o Ngāpuhi ki Whangarei**
	Wayne Wharerau	**Ngāpuhi ki Waitemata**
	Helene Leaf	**Ngā Ngaru o Hokianga**
	Pita Tipene	**Te Takiwa o Ngati hine**

as parties on behalf of all Ngāpuhi.

INTRODUCTION

A. The descendants of Ngāpuhi who met in Congress, being the Whānau, Hapū, Marae and Taurahere of Ngāpuhi of the time, established the Te Rūnanga-Ā-Iwi-O-Ngāpuhi charitable trust by deed of trust on 6 March 1989 (the **Original Trust Deed**).

B. The Original Trust Deed has been amended and restated by further deeds registered with the Registrar of Incorporated Societies from time to time. This Deed amends the Deed dated 28 October 2008.

C. This deed sets out the functions and purposes, and provide for the control, governance and operation of theTrust.

TRUST TERMS

1. INTERPRETATION / WHAKAMĀRAMATANGA

Definitions

1.1 In this Deed, unless the context otherwise requires:

Act means Māori Fisheries Act 2004.

Adult Member means a Member of Ngāpuhi who is over the age of 18 years.

Adult Registered Members means Adult Members who are registered on the Members Register and who can vote at General Meetings.

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

Assets means Trust property of any kind, whether tangible, but excluding Settlement Quota and Income Shares and Settlement Assets.

Asset Holding Company means a company established by the Trust, in accordance with clause 3.4, and which for the time being would be a company which meets the requirements for a company defined in the Act as an asset-holding company and includes any subsidiary of the asset-holding company.

Charitable Purposes means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand.

Confidential Information means any information which a majority of the Trustees consider on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngāpuhi.

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

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

Deepwater Quota has the meaning given to it in the Act.

Directors means directors of the Asset Holding Company and any Subsidiary of it, the Fishing Enterprise and any Subsidiary of it, and any other company and/or enterprise wholly owned or controlled directly or indirectly by the Trust.

Fishing Enterprise means a fishing operation established by the Trust under clause 8.2 to utilise annual catch entitlement from its Settlement Quota.

Freshwater Quota has the meaning given to it in the Act.

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

Harbour Quota has the meaning given to it in the Act.

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

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

Inshore Quota has the meaning given to it in the Act.

Iwi means Ngāpuhi.

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

Joint Mandated Iwi Organisation means the Trust.

Major Transaction means:

(a) The acquisition of, or an agreement to acquire, whether contingent or not, Assets by the Trust the value of which is more than 50% of the value of the Trust Fund before the acquisition; or

(b) The disposition of, or an agreement to dispose of, whether contingent or not, Assets by the Trust the value of which is more than 50% of the value of the Trust Fund before the disposition; or

(c) A transaction that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities the value of which is more than 50% of the value of the Trust Fund before the transaction;

(d) The disposition of, or an agreement to dispose of, whether contingent or not, Income Shares or Settlement Quota by the Trust to Te Ohu Kai Moana Trustee Limited or an entity within the Te Ohu Kai Moana Group or another Mandated Iwi Organisation under the Act; or

(e) A transaction or series of transactions, or an agreement to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the Act, including an option, security, mortgage, or guarantee, that could result in:

(i) the sale of Income Shares or Settlement Quota by the Trust; or

(ii) Ngāpuhi or the Trust being disentitled for a period of more than 5 years to:

(aa) the income from the Income Shares; or

(bb) the income from the ACE arising from the Settlement Quota; or

(cc) the control or use of the ACE arising from the Settlement Quota,

but does not include:

(f) Any transaction, not being a transaction involving Income Shares or Settlement Quota, entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund; or

(g) Any acquisition or disposition of Assets or Income Shares or Settlement Quota by the Trust from or to any company which is wholly owned by the Trust; or

(h) Any exchange of Settlement Quota for Quota of the same market value that is carried out in accordance with the requirements of the Act and in compliance with any policy of the Trust on quota exchanges that is notified in the Trust's annual plan;

provided however that:

(i) Nothing in clause (c) of this definition applies by reason only of the Trust giving, or entering into an agreement to give, a charge secured over assets of the Trust the value of which is more than 50% of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation; and

(j) For the purposes of this definition, the value of the Trust Fund must be calculated based on the value of the Assets of the Trust and all its Corporate Entities.

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

Member of Ngāpuhi means persons who affiliate to Ngāpuhi through descent from a primary ancestor of Ngāpuhi and affiliate to Marae/Hapū within Te Whare Tapu O Ngāpuhi or persons who are Whāngai.

Membership Committee means the committee appointed under clause 10.2.

Members' Register means the register of Members of Ngāpuhi held and maintained by the Trust in accordance with clause 5.

Ngāpuhi means the Iwi comprising every person who is descended from a primary ancestor of Ngāpuhi.

Proxy Trustee means the persons elected under clause 4.3A.

Public Notice has the meaning in the Act.

Private Notice has the meaning in the Act.

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

Registered Member means any member of Ngāpuhi who is entered in the Members' Register.

Representative Organisation means the organisation referred to in Schedule 3 to this Deed.

Secretary means any person appointed under clause 4.7 to perform general secretarial and administrative functions for the Trust.

Settlement Assets has the same meaning as that term in the Mäori Commercial Aquaculture Claims Settlement Act 2004.

Settlement Quota means the quota shares within the meaning of the Act that are allocated and transferred to the Asset Holding Company on behalf of the Trust by Te Ohu Kai Moana Trustee Limited.

Subsidiary means any Subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons (other than a Subsidiary as so defined) that is controlled by a Corporate Entity and includes a separate enterprise that is responsible to the Joint Mandated Iwi Organisation, as that term is used in section 32(3) of the Māori Commercial Aquaculture Claims Settlement Act 2004.

Takiwā means a representative group of Marae/Hapū and can also include individuals acting through their duly appointed Trustee and are named respectively:

(a) Te Takiwā o Ngāpuhi ki Whangarei;

(b) Te Rōpū Takiwā o Mangakahia;

(c) Ngāpuhi ki te Hauauru;

(d) Ngāpuhi Hokianga ki te Raki;

(e) Ngā Ngaru o Hokianga;

(f) Taiāmai ki te Marangai;

(g) Te Rūnanga o Taumarere ki Rākaumangamanga;

(h) Te Takiwā o Ngāti Hine.

Taurahere means a representative group of Ngāpuhi acting through their duly appointed Trustee being:

(a) Te Taurahere o Ngāpuhi ki te Tonga o Tāmaki Makarau;

(b) Ngāpuhi ki Waitemata.

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

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

Tikanga means the customary values and practices of Ngāpuhi.

Trust means the charitable trust known as Te Rūnanga-Ā-Iwi-O-Ngāpuhi created under the Original Trust Deed and further described in the Introduction to this Deed.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed whether or not received in the manner described in clause 3.4.

Trustees means the trustees of the Trust as may be elected or appointed from time to time, under clause 4.1 of this deed, whose predecessors were incorporated as a Board on 28 April 1989 under the Charitable Trusts Act 1957, and includes Proxy Trustees when acting as the alternate of a Trustee.

Voting Paper means a voting paper issued in accordance with Schedule 1 to this Deed and which shall record the membership number of the voter, or in the case of a voter without a registration number, shall have a duly completed registration application in the form set out in Schedule 2 to this Deed attached to and forming part of that Voting Paper.

Whāngai means those persons who do not affiliate to Ngāpuhi by descent from a primary ancestor of Ngāpuhi but who are adopted by a Member of Ngāpuhi pursuant to statute or in accordance with the Tikanga of Ngāpuhi.

Withdrawing Group means Ngāti Hine as it is referred to in section 19 of the Act.

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

Interpretation of Schedules

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

(a) terms or expressions have the meanings given to them by the Deed; and

(b) a reference to a paragraph is a reference to a paragraph of that schedule.

Statutes

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

General References

1.4 References in the Deed to:

(a) a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);

(b) one gender includes the other gender;

(c) the singular includes the plural and vice versa;

(d) clauses and sub-clauses are references to clauses and sub-clauses in this deed; and

(e) the Deed includes its Schedules.

Headings

1.5 Headings are for ease of reference only and must be ignored in interpreting this deed.

2. VARIATION OF TRUST DEED / TIKA TURE WHAKAREREKĒTANGA

Acknowledgement of Trust

2.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts, for the purposes and with the powers set out in this Deed. The name of the Trust governed by this Deed shall continue to be “Te Rūnanga-Ā-Iwi-O-Ngāpuhi“.

3. KAUPAPA

Purposes

3.1 The purposes for which the Trust is established are to receive, hold, manage and administer the Trust Fund for every charitable purpose benefiting Ngāpuhi whether it relates to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community of Ngāpuhi and all the members of Ngāpuhi irrespective of where those members reside.

Principles

3.2 Subject to clause 3.1, the Trust shall:

(a) Pursue the vision "Kia tū tika ai Te Whare Tapu o Ngāpuhi".

(b) Drive the spiritual, cultural, social and economic growth of Ngāpuhi.

(c) Be accountable to Ngāpuhi and be guided by the principles embodied in:

(i) The Articles of Te Tiriti o Waitangi;

(ii) Kaitiakitanga; and

(iii) Ahi Kā.

(d) Exercise its powers in the spirit of consultation with and empowerment of the Whānau, Hapū and Marae of Ngāpuhi.

(e) Make decisions consistent with the Tikanga of Ngāpuhi, sound policy advice, and proper meeting procedures.

(f) Honour Te Tiriti o Waitangi 1840 and to act in accordance with the principles of the Declaration of Independence 1835, (Te Wakaputanga o te Rangatiratanga o Niu Tīreni).

(g) Be a repository of the collective knowledge and whakapapa of Ngāpuhi.

(h) Be a representative of the collective interest of Ngāpuhi and a legal representative of Ngāpuhi in relation to that collective interest.

(i) Receive assets transferred by the Crown in settlement of any claims by Ngāpuhi relating to the breach by the Crown of any obligations to Ngāpuhi.

(j) Hold assets and administer them as kaitiaki of Ngāpuhi.

(k) Assemble in congress as the governance institution charged with promoting, safeguarding and protecting the interests of Ngāpuhi through the wise exercise of constitutional authority.

(l) Promote and foster unity, co-operation and trust among Ngāpuhi.

(m) Recognise the fundamental importance of Whānau and to work for their cultural, spiritual and physical safety.

(n) Develop, promote and abide by the Tikanga and spiritual values of Ngāpuhi in all of its operations.

(o) Promote and actively pursue co-operation between the Trust and the representatives of other Maori organisations within the rohe of Ngāpuhi.

(p) Reaffirm and actively pursue appropriate diplomatic, political, cultural and economic relations with the representatives and peoples of other Hapū and Iwi.

(q) Seek and establish diplomatic, political, cultural and economic relations with the representatives and peoples of Indigenous Nations overseas.

(r) Maintain and promote constructive relationships with other groups and communities, including the Crown.

(s) Debate, develop and ensure the implementation of policies that promote the political, cultural and economic advancement of all Ngāpuhi.

(t) Appoint, monitor, oversee and hold accountable any officers, managers, and employees of the Trust who may be required to administer the Trust's policies, staff, or operational activities.

(u) Engage, monitor, oversee and hold accountable such other persons or institutions the Trust may direct to implement its policies from time to time.

(v) Establish wānanga and to work in conjunction with other educational institutions to further the development of Ngāpuhi in both a cultural and social sense.

(w) Pursue the re-establishment of traditional dispute resolution processes based in the law and Tikanga of Ngāpuhi.

(x) Develop and implement environmental policies to safeguard nga Taonga Tuku Iho while giving effect to tangata whenua obligations through kaitiakitanga.

(y) Cause to be convened Kaumātua/Kuia Hui at least once a year and at its discretion at most twice a year, to present the work of the Trust and to receive advice.

(z) Assume the kaitiaki responsibility for tangible and intangible Ngāpuhi taonga as the Trustees consider appropriate from time to time.

(aa) Shall use its reasonable endeavours to establish a Wānanga to help Ngāpuhi reclaim and nurture the values, history and Tikanga of the Hapū and Iwi of Ngāpuhi.

3.3 In the event of any conflict between clauses 3.1 and 3.2, the provisions of clause 3.1 shall prevail.

Other purposes

3.4 Incidental to, and to give effect to the purposes in clause 3.1, the Trustees shall:

(a) directly receive and hold, on behalf of Ngāpuhi on the trusts set out in clause 3.1, settlement assets allocated and grants made to Ngāpuhi by Te Ohu Kai Moana Trustee Limited, other than assets referred to in section 16(1)(c) of the Act, which other assets are to be transferred to an Asset Holding Company;

(b) receive distributions from Te Pūtea Whakatupu Trustee Limited and Te Wai Māori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Act and to hold those distributions on the trusts set out in clause 3.1 or on such other trusts as are required in order to ensure that a distribution to the Trust by either of those companies would be within the purposes for which those companies hold their funds and make those distributions but not in a manner that could adversely affect the charitable status of the Trust;

(c) if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:

(i) claims under section 11 of the Act;

(ii) the allocation of -

(aa) harbour quota under section 143 of the Act; and

(bb) freshwater quota under section 148 of the Act;

(d) establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;

(e) establish one or more Asset Holding Companies that, in each case:

(i) is wholly owned by the Trust;

(ii) is separate to the companies referred to in clause 3.4(d);

(iii) performs the function and complies with the requirements set out in sections 16 to 18 of the Act; and

(iv) performs any other function, but not if doing so would be inconsistent with sections 16 to 18 of the Act,

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

(f) perform the functions provided for, by or under the Act in respect of a Joint Mandated Iwi Organisation, in a manner consistent with the Act;

(g) represent Ngāpuhi by voting at any meeting convened under:

(i) clause 1 or clause 6 of Schedule 8 to the Act, to appoint or remove a member or alternate member of Te Kāwai Taumata;

(ii) section 117 of the Act, implemented in accordance with clause 1 of Schedule 8 to the Act, to appoint a member of a committee of representatives;

(iii) act on behalf of Ngāpuhi in relation to aquaculture claims and settlement assets under the Māori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Trustees must act for the benefit of all members of the Iwi, irrespective of where those members reside, including:

(iv) directly receive and hold, on behalf of Ngāpuhi Settlement Assets allocated to Ngāpuhi by Te Ohu Kai Moana Trustee Limited in accordance with the Mäori Commercial Aquaculture Claims Settlement Act 2004; and

(v) enter into agreements with other iwi aquaculture organisations in relation to the allocation of Settlement Assets;

(h) if Ngāpuhi determine, directly receive and hold, on behalf of Ngāpuhi on the trusts set out in clause 3.1, any other Treaty of Waitangi settlement assets;

(i) provide for the withdrawal of Ngāti Hine from the Trust as provided for in Schedule 3; and

(j) perform other functions provided for, by or under the Act or any other enactment or otherwise, but not if doing so would adversely affect the charitable status of the Trust.

3.5 An iwi aquaculture organisation must not undertake commercial aquaculture activities (as that term is used in section 32(3) of the Māori Commercial Aquaculture Claims Settlement Act 2004) except through a separate commercial enterprise that is responsible to the Trust.

Strategic governance

3.6 The Trust must exercise strategic governance over:

(a) its Asset Holding Companies, any Subsidiary of an Asset Holding Company, and any Fishing Enterprise; and

(b) the process to examine and approve annual plans that set out:

(i) the key strategies for the use and development of fisheries assets of Ngāpuhi;

(ii) the expected financial return on those assets; and

(iii) any programme to:

(aa) manage the sale of annual catch entitlements derived from the Settlement Quota held by the Trust's Asset Holding Companies or their Subsidiaries; and

(bb) reorganise the Settlement Quota held by Asset Holding Companies or their Subsidiaries, in the buying and selling of Settlement Quota in accordance with the Act,

but not in such a manner as shall result in the Trust or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993,

and nor shall clause 3.6 or any other provision of this Deed prevent the Trust or any Subsidiary of the Trust from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1.

No non-charitable objects and purposes

3.7 The objects and purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees and, without derogating from clauses 12.1(d) or 13, the Trust shall be restricted accordingly and limited to New Zealand.

4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST /NGA KAITIAKI TŪRANGA WHAKATĀNGA

Number of Trustees

4.1 The Trust must have at least 8 Trustees, each of which must be appointed on behalf of only one Takiwā or Taurahere and must be elected by Adult Members of Ngāpuhi in accordance with Schedule 1, except that the Trustees named in this Deed are the duly appointed Trustees at the date of this Deed and those Trustees shall remain in office until their term expires and elections are held in accordance with Schedule 1 to this Deed.

Cessation of office of Trustee

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

(a) is required to retire from office in accordance with Schedule 1, provided that a Trustee is eligible for reappointment, but may not be elected for more than 3 consecutive terms;

(b) resigns as a Trustee by giving notice in writing to the Trust;

(c) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance;

(d) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee;

(e) commits an act of bankruptcy or is an undischarged bankrupt; or

(f) ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005; or

(g) dies.

4.3 The Trustee concerned shall cease to hold office:

(a) in a case where clause 4.2(a) applies, on the date specified in Schedule 1;

(b) in a case where clause 4.2(b) applies from the date the notice of retirement shall have been delivered to the Trust;

(c) in the case where clause 4.2(c) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and

(d) in cases where clauses 4.2(d) to 4.2(f) apply, from the date on which the Trust was notified in writing of the relevant fact together which such evidence as the Trustees may reasonably require. Should a vacancy reduce the number of Trustees below 7 and where no Proxy Trustee is available to fill any of the relevant vacancies in accordance with Schedule 1, the vacancy shall be filled as soon as practicable by election in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under clause 4.2(a) shall continue to act until that vacancy has been filled.

Proxy Trustees

4.3A The Trust must have at least 8 Proxy Trustees who are alternate Trustees, each of which must be appointed on behalf of only one Takiwā or Taurahere and must be elected by Adult Members of Ngāpuhi in accordance with Schedule 1. Proxy Trustees, when acting as an alternate in place of a Trustee in the circumstances described in Schedule 1, have and may exercise and discharge all of the powers, rights, duties and privileges of a Trustee. A Proxy Trustee will cease to hold office as a Proxy Trustee in the circumstances set out in clause 4.2 at the date set out in clause 4.3.

Trustee skills and duties:

4.3B A Trustee shall:

(a) provide regular written reports to:

(i) the Takiwā or Taurahere on whose behalf he or she was elected on the operation and activities of the Trust; and

(ii) the Trust on the operation and activities of the Takiwā or Taurahere on whose behalf he or she was elected. These reports shall be co-signed by the relevant Takiwā or Taurahere chairperson;

(b) attend all Trustee meetings unless otherwise excused and must:

(i) have a working knowledge of this Deed and standing orders;

(ii) adhere to the Trust's procedures; and

(iii) be able to articulate responsible views in Trust discussions, including the views of the Takiwā or Taurahere on whose behalf he or she was elected;

(c) plan for, attend, and actively participate in all Trustee development workshops;

(d) have a basic understanding of the issues presented to the Trust at each meeting; be able to analyse and prioritise issues; and be willing and able to make informed decisions; and

(e) at all times apply the Tikanga and values of Ngāpuhi in his or her Trustee role.

Powers of Trustees

4.4 To achieve the purposes of the Trust:

(a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;

(b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund including, for the avoidance of doubt, but subject to complying with the applicable provisions of the Act and the Māori Commercial Aquaculture Claims Settlement Act 2004, the acquisition and disposition of Settlement Quota and Income Shares and Settlement Assets;

(c) accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;

(d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;

(e) if any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under clause 4.4;

(f) the Trustees may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;

(g) if any income of any financial year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year the Trustees must accumulate that income, and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and

(h) the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1.

4.5 **Management of the Trust - General:**

(a) The Trustees shall have the absolute management and entire control of the Trust Fund.

(b) The Trustees may from time to time generally or in a particular case, delegate any one or more of the powers of appointment, remuneration or dismissal, as the case may be, of officers or employees of the Trust (other than Trustees) to a person holding the position of Chief Executive of the Trust.

(c) Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee.

(d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.12) in support of that appointment on those terms.

(e) The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Members of Ngāpuhi and in any website, letterhead, formal written contract or printed publications of the Trust.

4.6 **Meetings of Trustees:**

(a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than seven times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.

(b) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and, other than the Chairperson, voting on the matter.

(c) In the event of an equality of votes the Chairperson shall have the casting vote.

(d) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by at least two Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.

(e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.

(f) The quorum for a meeting of Trustees shall be 6 Trustees who, for the time being, have been elected or otherwise holding office under clause 4.1.

(g) The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the number fixed by clause 4.6(f), the continuing Trustees may act only for the purposes of increasing the number of Trustees to that number or calling a General Meeting pursuant to clause 7.

(h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of clause 4.6 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:

(i) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;

(ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;

(iii) at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;

(iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so; and

(v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.

(i) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

(j) Minutes of the proceedings of all meetings of the Trustees shall be kept at the office of the Trust, and available for inspection by Adult Registered Members of Ngāpuhi during normal business hours, subject to such reasonable restrictions as the Trustees may impose from time to time (including but not limited to a restriction on Confidential Information), and in a manner consistent with the Privacy Act 1993.

4.7 **Chairperson, Deputy Chairperson and Secretary**:

(a) The Trustees shall elect one Trustee to act as Chairperson for a 3 year term, provided such Trustee has been a Trustee for the previous 12 month period.

(b) The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year, provided such Trustee has been a Trustee for the previous 12 month period. In the absence of the Chairperson, the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

(c) The Trustees shall appoint a non-voting Secretary who may be honorary, or may be a full-time or part-time employee of the Trust.

4.8 **Delegation of powers**:

(a) The Trustees may delegate in writing to any committee of any Trustee, Trustees or employee who is the chief executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that:

(i) the Trustees may not delegate strategic governance; and

(ii) in the case of any entity appointed under clause 4.5(d) make available a Trustee to discharge a chief executive's duties, the delegation shall be personal to the person provided by that entity in that capacity;

(b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;

(c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time;

(d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide;

(e) The Trustees must, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

4.9 **Accounts and Audit**:

(a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons including , but not restricted to in all instances the Chairperson and chief executive of the Trust;

(b) The Trustees shall cause true accounts for each financial year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees; and

(c) Nothing in clause 4.9 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

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

(a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;

(b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person’s professional or expert competence; or

(c) a committee of Trustees appointed and acting in accordance with clause 4.8.

4.11 Clause 4.10 applies only if the Trustee:

(a) acts in good faith;

(b) makes proper inquiry where the need for inquiry is indicated by the circumstances; and

(c) has no knowledge that such reliance is unwarranted.

Disclosure of Interest

4.12 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees

concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of Interested Trustee

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

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

(b) has a material financial interest in another party to the matter;

(c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust or any Subsidiary of the Trust;

(d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or

(e) is otherwise directly or indirectly interested in the matter.

Interests in common with Iwi, Takiwā, Hapū, Marae or Whānau

4.14 Notwithstanding clauses 4.12 and 4.13, no Trustee will be interested in a matter where that Trustee is a member of an Iwi, Takiwā, Hapū, Marae or Whānau and where his or her interest is not different in kind from the interests of other members of that Iwi, Takiwā, Hapū, Marae or Whānau.

Recording of Interest

4.15 A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other, the name of any iwi of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

No private pecuniary profit

4.16 No private pecuniary profit may be made by any person from the Trust, except that:

(a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;

(b) the Trust may pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as Trustee);

(c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee or associate in connection with the affairs of the Trust;

(d) any Trustee may retain any remuneration properly payable to that Trustee by any entity with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Trust,

provided that:

(i) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 4.5(d), the provisions of that clause have been complied with;

(ii) the Trustees must disclose in their annual report referred to in clause 7.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charge the aggregate amount thereof received by Trustees or any such firm or entity; and

(iii) in the case of an appointment referred to in clause 4.5(d), the full written terms and conditions thereof have been made available for inspection at the office of the Trust, by any Adult Registered Member who makes written request for the same.

4.17 Subject to clause 4.16, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

(a) a Trustee;

(b) a shareholder or director of any company by which any business of the Trust is carried on;

(c) a settlor or a trustee of any trust that is a shareholder of any company by which any business of the Trust is carried on; or

(d) any associated person (as defined in section OD 7 of the Income Tax Act 2004) of either a director, or any person referred to in clauses 4.12 to 4.15,

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of clause 4.17 shall be void.

4.18 The Trustees shall require that a clause to the same effect as clause 4.12 of this Deed be included in the constitution of every Asset Holding Company or Fishing Enterprise or any subsidiary of any of them.

Appointment and removal of Custodian Trustee

4.19 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon such terms as the Trustees may decide, or otherwise to act pursuant to the provisions of section 50 of the Trustee Act 1956, and the Trustees may at any time by deed revoke any such appointment.

4.20 **Incorporation:**

(a) The Trustees are a duly incorporated trust board under Part II of the Charitable Trusts Act 1957.

(b) The Trustees shall have custody of the common seal of the Trust which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.

(c) No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

Registration under the Charities Act 2005

4.21 If they consider it appropriate, the Trustees may apply to be registered as a charitable entity under the Charities Act 2005. If and while so registered, the Trustees will comply with the requirements of that Act.

5. TE ROPU KAUMĀTUA KUIA O TE WHARE TAPU O NGĀPUHI

Establishment of Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi

5.1 There shall be a council of Ngāpuhi Kaumātua and Kuia Council comprising such Kaumātua and Kuia as the Trustees may in their absolute discretion consider appropriate.

5.2 The council shall be known as Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi

Election of Kaumātua and Kuia to Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi

5.3 The Kaumātua and Kuia shall call such hui as may be necessary to identify the appropriate Kaumātua and Kuia to comprise Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi

5.4 Vacancies on Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall be filled by Ngāpuhi Kaumātua and Kuia as appropriate.

Functions of Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi

5.5 Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall advise the Trustees on the following:

(a) To ensure that the Trustees meet their cultural and spiritual obligations to Te Whare Tapu o Ngāpuhi; and

(b) Maintianing the mana of Ngāpuhi by ensuring that the Trustees meet their cultural and spiritual obligations to Te Whare Tapu o Ngāpuhi.

5.6 In order to receive the advice the Trustees shall meet with the of Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi at such times and in such places as the Trustees or Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall consider appropriate.

Voting rights of Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi

5.7 Te Ropu Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall not be entitled to vote at meetings of Trustees called in accordance with clause 4.

6. REGISTER OF MEMBERS OF NGĀPUHI

Members' Register of Ngāpuhi

6.1 The Trustees must:

(a) have, and maintain in a current state, a register of Members of Ngāpuhi:

(i) that includes the name, date of birth, and contact details of every Member of Ngāpuhi who applies for registration;

(ii) that is available for inspection by Adult Registered Members of Ngāpuhi who can view their own registration details;

(iii) that is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and

(iv) that allocates a registration number to each Member of Ngāpuhi entered in that register; and

(b) make ongoing efforts to register all Members of Ngāpuhi on the Members' Register.

6.2 Unless clause 6.7 applies, the Trustees will continue to hold as Registered Members all those persons whose details are already entered on the members Register held by the Trustees as at the time this Deed was adopted as the amended trust deed for the Trust.

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

(a) Adult Members of Ngāpuhi and Whängai, on their own behalf or by their legal guardian;

(b) other Members of Ngāpuhi, who are not Adult Members of the Iwi, by their parent or legal guardian on their behalf; and

(c) other Members of Ngāpuhi by an Adult Member on their behalf who, in the opinion of the Membership Committee, stands in the stead of a parent of that person; and

in each case that application must be completed on the form set out in Schedule 2 to this Deed.

6.4 Any Adult Member, at or at any time after the time of, application for registration as a Registered Member may request in writing that they wish to receive Private Notice of any General Meetings and/or Voting Papers relating to:

(a) the election of Trustees;

(b) any amendment to this Deed or the constitutional documents of any Asset Holding Company or Subsidiary of any Asset Holding Company;

(c) the disposal of Income Shares or Settlement Quota; or

(d) the conversion of Quota into Settlement Quota.

Registration as a Member of Ngāpuhi

6.5 Subject to clauses 6.6 and 6.7, the Trustees must enter in the Members' Register any person:

(a) by or on behalf of whom an application has been made (either in accordance with clause 6.3 and lodged with the office of the Trust or on a Voting Paper stating their name, date of birth and such details as are required by the Trustees to enable the Trustees to contact that person); and

(b) who in the reasonable opinion of the Trustees affiliates to Ngāpuhi through descent from a primary ancestor of Ngāpuhi and affiliates to Marae/Hapū within Te Whare Tapu o Ngāpuhi, or who is a Whāngai.

6.6 The Trustees:

(a) may require any person seeking registration as a Member of Ngāpuhi to provide evidence verifying his or her affiliation to Ngāpuhi through descent from a primary ancestor of Ngāpuhi or of any other matter referred to in clause 5.5 before that person's registration is entered in the Members' Register together with such other information as the Trustees request, and

(b) may require any person who is entered in the Members' Register to provide evidence verifying his or her affiliation to Ngāpuhi through descent from a primary ancestor of Ngāpuhi and any other matter referred to in clause 6.5.

(c) may consult with the Membership Committee in relation to any application for registration, or continued registration as a Member of Ngāpuhi; and

(d) without limiting the foregoing, may request the Membership Committee to:

(i) determine who is the primary ancestor, or are primary ancestors, of Ngāpuhi; and

(ii) determine the Marae/Hapū within Te Whare Tapu o Ngāpuhi, and

(iii) determine the Tikanga of Ngāpuhi by which Whāngai are to affiliate to Ngāpuhi.

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

6.7 If the Trustees consider that any information about a person received under clause 6.5(a) or clause 6.6 is not accurate or complete, or that the existing information on the Members' Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the register, as the case may be.

Process when registration declined or removed

6.8 Where an application for registration is declined, or any decision is made by the Trustees to remove any person from the register, the person concerned may dispute that decision of the Trustees, and clause 10 shall apply.

Notice not necessary

6.9 It shall not be necessary for the Trust to provide Private Notice to Members of Ngāpuhi where the trustees believe on reasonable grounds (and have evidence supporting that belief), that the Members' contact details are not current.

7. VOTING PROCEDURE

7.1 The Trustees must determine the procedures which shall govern the conduct of all voting and elections provided for in this Deed. Those procedures must comply with the provisions of Schedule 1 to this Deed.

8. GENERAL MEETINGS OF IWI AND REPORTING

Reporting Responsibilities

8.1 Without derogating from its duties under any enactment or at law, the Trust has the reporting responsibilities in relation to:

(a) its own performance; and

(b) the performance of:

(i) the Asset Holding Company;

(ii) the Fishing Enterprise;

(iii) any joint venture or other entity that conducts business using the Settlement Quota or Income Shares;

(iv) any Corporate Entity,

in accordance with the provisions of clause 7.

Trust to hold an Annual General Meeting

8.2 Each year, the Trust must hold a General Meeting at which it provides an opportunity for the Members of Ngāpuhi to consider:

(a) ***Annual Report***: the annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including:

(i) information on the steps taken by the Trust to increase the number of Members of Ngāpuhi;

(ii) a comparison of the Trust's performance against the objectives set out in the annual plan, including:

(aa) changes in the value of the Trust's assets; and

(bb) profit distribution;

(iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for settlement cash assets;

(iv) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:

(aa) the quantity of Settlement Quota held by the Asset Holding Company of the Trust at the beginning of that year;

(bb) the value of Settlement Quota sold or exchanged in that year;

(cc) the identity of the purchaser or other party to the exchange;

(dd) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the quota;

(ee) the Settlement Quota interests that have been registered against the quota shares of the Trust; and

(ff) the value of Income Shares sold, exchanged, or acquired;

(v) a report on the interactions of the Trust in fisheries matters:

(aa) with other entities within the Ngāpuhi;

(bb) with other Mandated Iwi Organisations; and / or

(cc) with Te Ohu Kai Moana Trustee Limited; and

(vi) any changes made under section 18 of the Act to constitutional documents of the Trust or those of its Asset Holding Companies or any Subsidiaries of the Asset Holding Companies; and

(b) ***Annual Plan***: an annual plan for the next financial year that must include:

(i) the objectives of the annual plan;

(ii) the policy of the Trust in respect of the sales and exchanges of Settlement Quota;

(iii) any changes in that policy from the policy for the previous year; and

(iv) any proposal to change the constitutional documents of any fishing company owned by the Trust; and

(c) ***Asset Holding Company Annual Report***: in relation to every Asset Holding Company of the Trust or any Subsidiary of an Asset Holding Company that receives settlement assets, and in relation to any enterprise established by the Trust under clause 8.2 to conduct fishing operations utilising annual catch entitled from the Trust's Settlement Quota, to harvest, process or market fish, or be involved in any joint venture for those purposes, (each referred to in clause 8.2 as an "enterprise") an annual report on:

(i) the performance of that enterprise;

(ii) the investment of money of that enterprise; and

(iii) the annual plan of that enterprise, including:

(aa) the key strategies for the use and development of Ngāpuhi's fisheries assets;

(bb) the expected financial return on those assets;

(cc) any programme to:

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

- reorganise the Settlement Quota held by that enterprise by buying or selling quota in accordance with the Act; and

(d) any proposal to change the constitutional documents of any Asset Holding Company, or any of their Subsidiaries.

8.3 **General Meetings of Members of** Ngāpuhi

(a) ***Annual General Meeting***: Each General Meeting must be:

(i) in the case of the first General Meeting, held within 6 months from the end of the Financial year, and:

(ii) no more than 18 months apart.

(b) ***Special Meeting***: A General Meeting, called a Special Meeting, must be convened by the Trustees on the written request of:

(i) the Chairperson of the Trustees (or the deputy-Chairperson if the Chairperson is indisposed);

(ii) not less than 6 of the Trustees; or

(iii) not less than 5% of the Adult Registered Members of Ngāpuhi,

provided that no meeting may be convened to consider:

(iv) disposal of Income Shares in accordance with section 70 of the Act;

(v) a request to Te Ohu Kai Moana Trustee Limited to treat Settlement Quota in accordance with section 159 of the Act;

(vi) disposal of Settlement Quota in accordance with section 162 of the Act; and

(vii) a request for rationalisation of Settlement Quota under section 172(3) of the Act,

unless the Trustees have resolved to:

(viii) seek approval of the Adult Members of the Iwi under section 70 of the Act;

(ix) obtain the approval of the Adult Members of the Iwi under section 159 of the Act;

(x) obtain the prior approval of the Adult Members of the Iwi under section 162 of the Act; or

(xi) obtain the prior approval of the Adult Members of the Iwi in accordance with section 172 of the Act,

as the case may be; and

(xii) the request must state the objects for which the Special Meeting is required and be signed (including counterparts) by those requesting the Special Meeting; and

(xiii) the Special Meeting must be held within 6 months from the date the request was received by the Secretary.

(c) ***Notice of General Meeting***: Members of Ngāpuhi shall be given not less than 20 Working Days notice of a General Meeting (including, to avoid doubt, a meeting to consider the matters in clause 8.2, or any meeting at which any of the matters in paragraphs (iv) to (vii) of clause 8.3(b), or any ratification of, or changes to, this Deed in accordance with the requirements of sections 17 or 18 of the Act (as the case may be), are to be or are actually considered or voted on), in accordance with this Deed and otherwise in accordance with the requirements of the Act.

(d) ***Quorum***: No business shall be transacted at a General Meeting unless a quorum is present. The quorum at a General Meeting is:

(i) 6 or more of the Trustees; and

(ii) 50 Adult Registered Members of Ngāpuhi.

(e) ***Adjourned meeting***: If a quorum is not present within one hour of the time appointed for the start of a General Meeting:

(i) the meeting is to stand adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Trustees otherwise determine; and

(ii) Notwithstanding clause 8.3(d) the Trustees and Members of Ngāpuhi shall constitute a quorum.

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

(g) ***Resolution***: A resolution shall be passed at a General Meeting, as follows:

(i) except in the case of resolutions described in clause 8.3(g)(ii) and (iii), by more than 50% of the Adult Registered Members of Ngāpuhi who are entitled to vote and actually cast a vote in accordance with the voting procedures established in accordance with clause 7.1;

(ii) in the case of a resolution for:

(aa) ratification of, or changes to, this Deed in accordance with the requirements of sections 17, and 18 as the case may be, of the Act;

(bb) disposal of Income Shares in accordance with section 70 of the Act;

(cc) Quota to be treated as Settlement Quota in accordance with section 159 of the Act;

(dd) disposal of Settlement Quota in accordance with section 162 of the Act; and

(ee) a request for rationalisation of Settlement Quota under section 172 of the Act,

by not less than 75% of the Members of Ngāpuhi who are entitled to vote and actually cast a vote in accordance with the voting procedures established in accordance with clause 6.1, but no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Act;

(iii) in the case of a resolution for:

(aa) transfer of authorisations or coastal permits that are settlement assets (except where the proposed transfer is to a company that is wholly owned by the iwi aquaculture organisation); and

(bb) a request that Te Ohu Kai Moana Trustee Limited transfer authorisations or coastal permits that are settlement assets (except where the proposed transfer is to a company that is wholly owned by the iwi aquaculture organisation),

by not less than 75% of the Members of Ngāpuhi who are entitled to vote and actually cast a vote in accordance with the voting procedures established in accordance with clause 6.1, but no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Māori Aquaculture Act.

Information must be made available in writing

8.4 Information referred to in clause 8.1 must be made available on request in writing by any Registered Member of Ngāpuhi.

8.5 Any Adult Registration Member of Ngāpuhi may request in writing a copy of the Deed, and a copy will be provided subject to such reasonable changes as the Trustees require.

Standing Orders

8.6 Subject to clause 8.7, all meetings shall be conducted in accordance with the standing orders of the Trust from time to time as recorded in the Standing Orders Manual of the Trust (if any).

8.7 No standing order may be incorporated in the Standing Orders Manual that is inconsistent with this Deed.

No derogation from purposes

8.8 Clause 8 shall not derogate from the provisions of clause 3.7.

9. ASSET HOLDING COMPANY AND FISHING ENTERPRISE

Trust must hold an Asset Holding Company

9.1 The Trust must ensure that it has at least one Asset Holding Company and that, to the extent and for so long as required by the Act subject to the proviso in clause 8.3 and the provisions of clause 8.3(g)(ii) and clause 8.3(g)(iii), that Asset Holding Company is wholly owned by the Trust and performs the functions and complies with the requirements set out in sections 16 and 17 of the Act, which at the date of this Deed are that the Asset Holding Company:

(a) must be and remain wholly owned and controlled by the Trust;

(b) must not have as its Directors persons who are also Trustees elected in accordance with this Deed comprising more than 40 percent of the total number of directors;

(c) must have constitutional documents that have been approved by 7 of the Trustees, as complying with the requirements of the Act;

(d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 7 of the Trustees, whether or not present at the meeting at which that resolution is proposed;

(e) must receive and hold, on behalf of the Trust, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by Ngāpuhi under the Act;

(f) must provide dividends solely to the Trust;

(g) must not undertake fishing or hold a fishing permit;

(h) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 8.3, and sections 69 to 72 of the Act;

(i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 8.3, and sections 161 to 176 of the Act;

(j) in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;

(k) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;

(l) may transfer to that Subsidiary some or all of the assets received under clause 9.1(e);

(m) any Subsidiary established under the clause 9.1(k):

(i) must be and remain wholly owned by the Asset Holding Company that established it;

(ii) must not have as its directors persons who are also Trustees elected in accordance with this Deed comprising more than 40 percent of the total number of directors;

(iii) must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under clause 9.1(l);

(iv) must provide dividends solely (but indirectly) to the Trust;

(v) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligation under sections 69 to 72 of the Act;

(vi) in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;

(vii) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in this clause 9.1; and

(viii) must not undertake fishing or hold a fishing permit,

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

Establishment of Fishing Enterprise

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

Requirements of constitution

9.3 The constitution of every Asset Holding Company or Fishing Enterprise or a subsidiary of any of them must require that company to:

(a) hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Charitable Purposes of the Trust, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust;

(b) present an annual plan and statement of corporate intent to the Trust;

(c) report annually to the Trust; and

(d) have its accounts audited.

Commercial Aquaculture Activities

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

10. MAJOR TRANSACTIONS

10.1 The Trust must not enter into a Major Transaction unless that Major Transaction:

(a) has been approved by a majority of 75% of eligible voters at an Annual General Meeting or Special General Meeting for which notice has been properly given under clause 8.3(c); or

(b) is contingent upon approval by a majority of 75% of eligible voters at an Annual General Meeting or Special General Meeting and the Major Transaction is subsequently approved by Special Resolution at an Annual General Meeting or Special General Meeting for which notice has been properly given under clause 8.3(c); and

(c) otherwise complies with the requirements of the Act.

10.2 The Trust must not enter into a Major Transaction that involves the mortgage or use as collateral of any Settlement Quota.

10.3 The Trust must not enter into a Major Transaction within the meaning of paragraph (d) of that definition involving Income Shares or Settlement Quota within two years after the date on which the Income Shares or the first transfer of Settlement Quota, as the case may be, are transferred to the Trust by Te Ohu Kai Moana Trustee Limited.

10.4 If approval is obtained in accordance with clause 9.1 for a Major Transaction within the meaning of that definition involving Income Shares or Settlement Quota, the Trust must comply with the provisions of the Act regarding the offer and sale of the Income Shares or Settlement Quota.

10.5 Approval may not be obtained for a Major Transaction within the meaning of paragraph (d) of that definition involving unspecified Settlement Quota unless the approval to sell unspecified Settlement Quota is given up to a specified limit that must not exceed 10% of the total value of the Settlement Quota held by the Trust.

Notice to Members of Ngāpuhi

10.6 At least 20 Working Days before any Annual General Meeting or Special General Meeting at which a resolution is proposed in accordance with clause 7.3(g), the Trust must give Public Notice of:

(a) the fact that the Trustees want to enter a Major Transaction;

(b) the availability of Voting Papers for Members of Ngāpuhi unable to attend the Annual General Meeting or Special General Meeting and the date by which and address to which completed Voting Papers must be sent in order to be validly cast;

(c) the date, time and venue of the Annual General Meeting or Special General Meeting at which the resolution will be put before the Members of Ngāpuhi;

(d) the availability, on written request to the Trust, of full particulars (excluding any Confidential Information) regarding the Major Transaction; and

(e) any further information prescribed by Te Ohu Kai Moana Limited in accordance with the Act.

Income Shares and Settlement Quota

10.7 If a resolution proposed in accordance with clause 8.3(g) relates to a Major Transaction within the meaning of paragraphs (d) or (e) of that definition involving Income Shares, then the Trust must in addition to the matters requiring notice under clause 8.3(c):

(a) give Public Notice specifying the approximate proportion of the total value of the Income Shares of the Trust that are affected by the Major Transaction; and

(b) give written notice, where required, to every Adult Registered Member of Ngāpuhi specifying the number of Income Shares affected by the Major Transaction and a reasonable estimate of the net present value or likely sale price of such Income Shares.

10.8 If a Special Resolution proposed in accordance with clause 8.3(g) relates to a Major Transaction within the meaning of paragraphs (d) or (e) of that definition involving Settlement Quota, then the Trust must in addition to the matters requiring notice under clause 8.3(c):

(a) give Public Notice specifying the approximate proportion of the total value of the Settlement Quota of the Trust that is affected by the Major Transaction provided however that:

(i) an approval to sell specified Settlement Quota or Settlement Quota approved for sale in accordance with a programme is notified in the Trust's annual plan may be valid for not more than 15 months from the date on which the approval is given; and

(ii) an approval to sell Settlement Quota generally up to a specified limit that must not exceed 10% of the total value of the Settlement Quota held by the Trust may be valid for not more than 12 months from the date on which the approval is given; and

(b) give written notice, where required, to every Adult Registered Member of Ngāpuhi specifying the amount of Settlement Quota affected by the Major Transaction and a reasonable estimate of the likely market value of such Settlement Quota.

11. DISPUTES PROCEDURE

Disputes relating to matters arising under the Act

11.1 If any dispute shall arise between Members of Ngāpuhi and the Trust, other than a dispute provided for in the following provisions of clause 11, that dispute shall be determined in accordance with Part 5 of the Act. The provisions of this clause shall not derogate from the rights or obligations of the Trust or any Member of Ngāpuhi pursuant to the Trustee Act 1956 or any other Act or provision of law or equity.

Registration Disputes

11.2 If the Trustees shall take a decision under clause 6.7 to not register a person, or to remove a person from the register, they must:

(a) refer the matter to a Membership Committee, appointed by the Trustees under this clause and comprising not less than three Ngāpuhi Kaumātua whom the Trustees consider are mature persons or elders knowledgeable in Ngāpuhi whakapapa and Tikanga;

(b) consider the recommendation of the Membership Committee and any determination of the Membership Committee made pursuant to a request under clause 5.6(d); and

(c) notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision.

11.3 If the person concerned disputes that decision, that person may exercise their rights under section 180(1)(m) of the Act.

Proceedings of the Membership Committee

11.4 When making a recommendation to the Trustees in relation to clause 11.2, the Membership Committee must apply the provisions of the Act relating to registration of Members of Ngāpuhi. The Membership Committee shall provide the person concerned, and any representative that person appoints the opportunity to attend a meeting of the Membership Committee and present their account of why they should be registered or remain, on the Members' Register, as the case may be. The Membership Committee shall have the discretion to take into account the Membership Committee Member's own knowledge and such other matters as the Membership Committee considers will assist it in making a determination. The Membership

Committee must also inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.

Determination

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

12. WINDING UP OF TRUST / WHAKAMUTUNGA

12.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in New Zealand for their Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that:

(a) any such vesting must comply with the Act;

(b) a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% of Ngāpuhi eligible to vote, at a General Meeting in accordance with clause 8.3(g)(ii); and

(c) if the Trust is then incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

13. ALTERATION OF TERMS OF DEED / WHAKAREREKĒTANGA TURE

Changes to the Deed

13.1 The Trustees have power to amend, revoke or add to the provisions of the Deed provided that:

(a) no amendment may be inconsistent with the Act;

(b) no amendment may be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngāpuhi;

(c) an amendment may only be promoted if a resolution that the amendment is a resolution for the collective benefit of all Members of Ngāpuhi is put and passed at a General Meeting in accordance with clause 8.3(g); and

(d) notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2004 in respect of income derived by it. Prior to any resolution to amend this Deed being placed before members of Ngāpuhi, competent advice shall be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.

13.2 Any adult member of the iwi (including a Trustee) subject to clause 13.1, may put forward in writing proposals for changes to this Deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 6.5, the person is a member of Ngāpuhi.

Changes to constitutions of Corporate Entities

13.3 To the extent any proposal for the amendment of the constitutional documents of the Asset Holding Company or any Fishing Enterprise relates to a matter provided for in the Act:

(a) must not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngāpuhi; and

(b) must be consistent with the Act,

and must not amend the requirement in clause 9.3(a) in a manner which would jeopardise the charitable status of a Corporate Entity.

13.4 Any adult member of the iwi (including a Trustee) subject to clause 13.3, may put forward in writing proposals for changes to this deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 6.5, the person is a member if the Ngāpuhi.

Notification to Members of Ngāpuhi

13.5 Any amendment or proposal under clauses 12, 13 or 14 must be notified to all registered Members of Ngāpuhi in its next communication to them.

14. RESETTLEMENT

The Trustees have power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Ngāpuhi, the whole or any portion or portions of the capital or income of the Trust Fund provided that:

(a) any such settlement or resettlement must comply with the Act;

(b) the resettlement is upon trust for the benefit of all Members of Ngāpuhi;

(c) the resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting in accordance with clause 8.3(g); and

(d) the resettlement is upon trusts for Charitable Purposes.

EXECUTED as a deed

Rāniera T (Sonny) Tau, Ngāpuhi ki te Hauauru, by**:**

And witnessed by:

Signature of R T Tau

Rāniera T (Sonny) Tau
Name of trustee

Signature of witness

Occupation

City/town of residence

Brian Joyce, Te Taurahere o Ngāpuhi ki te Tonga o Tamaki Makaurau, by:

and witnessed by:

Signature of Brian Joyce

Brian Joyce
Name of trustee

Signature of witness

Occupation

City/town of residence

Te Rau Allen Taiāmai ki te Marangai, by**:**

And witnessed by:

Signature of Te Rau Allen

Te Rau Allen
Name of trustee

Signature of witness

Occupation

City/town of residence

Paul L Haddon, Ngāpuhi Hokianga ki te Raki, by:

and witnessed by:

Signature of P L Haddon

Paul L Haddon
Name of trustee

Signature of witness

Occupation

City/town of residence

Joe Bristowe, Te Rūnanga o Taumarere o Rakaumangamanga, by:

and witnessed by:

Signature of J Bristowe

Joe Bristowe
Name of trustee

Signature of witness

Occupation

City/town of residence

Carol Dodd, Te Rōpū Takiwa o Mangakahia, by**:**

And witnessed by:

Signature of Carol Dodd

Carol Dodd
Name of trustee

Signature of witness

Occupation

City/town of residence

Mike Kake, Te Takiwā o Ngāpuhi ki Whangarei, by:

and witnessed by:

Signature of M Kake

Mike Kake
Name of trustee

Signature of witness

Occupation

City/town of residence

Wayne Wharerau, Ngāpuhi ki Waitemata, by:

and witnessed by:

Signature of W Wharerau

Wayne Wharerau
Name of trustee

Signature of witness

Occupation

City/town of residence

Helene Leaf, Ngā Ngaru o Hokianga, by:

and witnessed by:

Signature of H Leaf

Helene Leaf
Name of trustee

Signature of witness

Occupation

City/town of residence

Pita Tipene, Takiwa o Ngati Hine, by:

and witnessed by:

Signature of P Tipene

Pita Tipene

Name of trustee

Signature of witness

Occupation

City/town of residence

SCHEDULE 1

PART A: ELECTION PROCESSES

Election Process to be defined by Trust

1. An Adult Registered Member may be elected as a Trustee in accordance with the following procedures or pursuant to any relevant rules made or amended by Te Ohu Kai Moana Trustee Limited under section 54 of the Act. However, in order to be eligible for election such member must meet the criteria set out in paragraph 12 and 13.

Trustees

2. One Adult Registered Member of Ngāpuhi shall be elected on behalf of each Takiwā and each Taurahere to represent the interests of all Ngāpuhi as a Trustee of the Trust.

Proxy Trustees

3. One Adult Registered Member of Ngāpuhi shall be elected on behalf of each Takiwā and each Taurahere to represent the interests of all Ngāpuhi as a Proxy Trustee of the Trust, to act in the capacity of alternate to the Trustee elected on behalf of that Takiwā or Taurahere should for any reason that Trustee be unable to perform his or her duties as Trustee or if that Trustee ceases to hold office for any reason referred to in clause 4.2(b) to clause 4.2(g).

Takiwā/Taurahere Executive Committee

4. Each Takiwā and each Taurahere shall elect at a general meeting of that Takiwā or Taurahere an Executive Committee consisting of, as a minimum, a chairperson, secretary and treasurer to hold office for such period and on such other terms as that Takiwā/Taurahere may determine provided that any such terms must not be inconsistent with this Deed or the Act.

Retirement by Rotation

5. Every year the Trustees and Proxy Trustees elected on behalf of one Takiwā and Taurahere Group (as defined below) will retire from office on the date of the annual general meeting of the Takiwā or Taurahere that elected them, beginning with Takiwā/Taurahere Group One. The Takiwā/Taurahere Groups are:

    (a) Takiwā/Taurahere Group One:

        (i) Te Takiwā o Ngāti Hine

        (ii) Te Rōpū Takiwā o Mangakahia

        (iii) Te Rūnanga o Taumarere o Rakaumangamanga

        (iv) Te Takiwā o Ngāpuhi ki Whangarei

    (b) Takiwā/Taurahere Group Two:

        (i) Taiāmai ki te Marangai

        (ii) Te Taurahere o Ngāpuhi ki te Tonga o Tāmaki Makaurau

        (iii) Ngāpuhi ki Waitemata

(c) Takiwā Group Three:

(i) Ngāpuhi ki te Hauauru

(ii) Ngāpuhi Hokianga ki te Raki

(iii) Ngā Ngaru o Hokianga

Appointment of Trustees

6. At an annual general meeting of a Takiwā or Taurahere at which the Trustee and Proxy Trustee elected on behalf of that Takiwā/Taurahere retire under paragraph 5, the Takiwā or Taurahere must hold an election for the offices of Trustee and Proxy Trustee in accordance with this Schedule.

7. If the office of Trustee becomes vacant under clauses 4.2(b) to 4.2(g) then:

(a) the Proxy Trustee elected on behalf of the same Takiwā or Taurahere which elected the outgoing Trustee shall be automatically appointed as a Trustee from the date on which the outgoing Trustee ceased to hold office in accordance with clause 4.3;

(b) the relevant Takiwā or Taurahere shall hold a general meeting for the purposes of electing a replacement Proxy Trustee in accordance with this Schedule as soon as practicable after the appointment under paragraph 7(a);

(c) every person so appointed as Trustee or Proxy Trustee under this paragraph 7 shall hold office as Trustee or Proxy Trustee (as the case may be) for the residue of the term for which that person's predecessor would have held office.

Takiwā/Taurahere Annual General Meetings

8. Every year each Takiwā and Taurahere shall hold an annual general meeting on such date as its Executive Committee may determine, provided that:

(a) the annual general meeting must be held on a date at least 20 Working Days prior to the date of the annual general meeting of the Trust, as notified by the Trust from time to time; and

(b) in any year in which the Trustee and Proxy Trustee elected on behalf of that Takiwā or Taurahere are due to retire in accordance with paragraph 5, the date of the annual general meeting must not be more than 3 years since the relevant Trustee and Proxy Trustee were appointed

Notice of General Meetings

9. Each Takiwā and Taurahere will give notice to the Trust of any general meeting at which elections of a Trustee, Proxy Trustee and/or Executive Committee members are to be held no later than 50 Working Days prior to the date of the meeting. Such notice must include:

(a) the date and time of the meeting;

(b) the venue for the meeting; and

(c) the agenda for the meeting.

Notice of Elections and Call for Nominations

10. The Trust must, no later than 40 Working Days prior to the date of any general meeting of a Takiwā or Taurahere at which the election of a Trustee, Proxy Trustee and/or the Executive Committee members will be held, give notice of the meeting and election. Such notice must comprise:

(a) a Public Notice that includes:

(i) which Takiwā or Taurahere is due to elect representatives

(ii) the date, time, venue and agenda of the general meeting of the relevant Takiwā or Taurahere;

(iii) advice that a vote is to be taken to elect a Trustee or Proxy Trustee on behalf of the relevant Takiwā or Taurahere and/or members of the Executive Committee of the relevant Takiwā or Taurahere;

(iv) advice that those entitled to vote are:

(a) in the case of a Takiwā general meeting, every Adult Member whose primary Takiwā is the subject of that election; or

(b) in the case of a Taurahere general meeting, every Adult Member;

(v) notice that nominations for the positions of Trustee or Proxy Trustee on behalf of the relevant Takiwā or Taurahere and/or members of the Executive Committee of the relevant Takiwā or Taurahere are sought;

(vi) where the eligibility criteria for nominees and nominators may be viewed;

(vii) subject to paragraph 14, advice that the names of candidates for the relevant positions will be publicly notified prior to the election; and

(viii) advice that details of the nomination process, forms and other relevant information may be obtained by contracting the Trust by telephone (who will upon request post the forms and information free of charge) or viewing and/or downloading the information from the Trust's website.

(b) a Private Notice sent to every Adult Member who has requested such a notice from the Trust in writing, that gives:

(i) the information referred to in paragraph 10(a);

(ii) a copy of the Voting Paper; and

(iii) the address and return date for the Voting Paper.

Eligibility Criteria for Nominators

11. Any Adult Registered Member may nominate a person for election as a Trustee, Proxy Trustee and/or member of an Executive Committee of any Takiwā or Taurahere in accordance with paragraph 12.

Nomination Criteria

12. All nominations for the office of Trustee or Proxy Trustee or for a position on the Executive Committee must be received by the Trust no later than 30 Working Days prior to the date of

the Takiwā or Taurahere general meeting at which the election is to be held. A nomination may not be withdrawn after it has been received. The nomination must:

(a) be completed on the template nomination form, duly signed by both the nominee and nominator;

(b) contain the nominee's full name, address, Iwi registration number, contact number and the Takiwā or Taurahere for which the nominee is being nominated;

(c) contain the nominator's full name, address, Iwi registration number and contact number;

(d) be for a candidate active in their Takiwā or Taurahere;

(e) be for a candidate who is an Adult Registered Member of Ngāpuhi or be accompanied by an accurate and complete registration form;

(f) be accompanied by a brief statement containing:

(i) details of experience and objectives relevant to the position sought; and

(ii) an explanation of the candidate's knowledge of Ngāpuhi traditions and Tikanga;

(g) where the nomination is for the position of Trustee or Proxy Trustee, include a declaration signed by the nominee that declares that the nominee:

(i) is not a person who is precluded from holding office as a Trustee on the basis of one or other of the matters specified in section 16 of the Charities Act 2005; and

(ii) has the skills referred to in paragraph 24.

Acceptance as Candidate

13. Upon receiving a nomination, the Trust shall check that the nomination complies with criteria referred to in paragraph 12, including confirming the nominee's active participation with the relevant Takiwā or Taurahere. Active participation means regular attendance at Takiwā and Taurahere business meetings over a period of 12 consecutive months and attendance to at least fifty percent of scheduled meetings within the preceding 12 months. If the nomination complies with the criteria referred to in paragraph 12, the Trust shall accept the nominee as a candidate for the position or positions sought, provided that where the nomination is accompanied by an application for registration in accordance with paragraph 12(e) no such acceptance shall be made until the nominee has been accepted for registration under clause 5.5.

Notification of Acceptance

14. The Trust shall advise every nominee of their acceptance or rejection as a candidate no later than 25 Working Days prior to the date of the relevant Takiwā or Taurahere general meeting at which the election is to be held. Where only one nomination for any position is accepted in accordance with paragraph 13, the Trust shall advise the relevant Takiwā or Taurahere that the sole candidate is elected by default and the Takiwā or Taurahere shall advise the candidate in accordance with paragraph 18. A candidate elected by default shall take office on and from the date of the general meeting at which the relevant election would have been held.

Notice of Candidates

15. Where more than one nominee is accepted as a candidate for any position, the Trust must, no later than 20 Working Days prior to the date of the relevant Takiwā or Taurahere general meeting at which the election is to be held, nationally advertise by Public Notice:

(a) the names of the candidates and the position(s) sought; and

(b) where the information required by paragraphs 12(f) and 12(g) in relation to each candidate may be viewed.

Election Scrutineers

16. The Trust shall appoint 2 scrutineers for each election of Trustees, Proxy Trustees and/or Executive Committee members. These scrutineers shall attend the general meeting of the Takiwā or Taurahere at which the election is to take place and shall be responsible for:

(a) providing Voting Papers for those Members voting in person and registration application forms for those who wish to register at the time of voting;

(b) assisting in the voting procedure; and

(c) collecting Voting Papers at the conclusion of the vote and conveying them to the returning officer for counting.

Election Results

17. A returning officer appointed by the Trust shall, in relation to each election of Trustees, Proxy Trustees and/or Executive Committee members, be responsible for:

(a) validating, counting and tabulating of votes;

(b) formally advising the relevant Takiwā or Taurahere of the outcome of the election; and

(c) informally advising the Chairperson and Chief Executive of the Trust of the outcome of the election.

Advice to Candidates

18. All candidates shall be formally advised of the outcome of an election by their Takiwā or Taurahere. Successful candidates for positions as Trustee or Proxy Trustee will be advised by the Chairperson of the Trust as to the induction process.

PART B: ALL VOTES

Eligible voters

19. All Adult Members shall be entitled to one vote on any resolution proposed at any General Meeting. At any general meeting of a Takiwā or Taurahere to elect Trustees, Proxy Trustees and/or Executive Committee members:

(a) any Adult Member shall be entitled to vote in respect of their primary Takiwā (as recorded on their registration application form); and

(b) any Adult Member shall be entitled to vote in respect of the Taurahere in which they are domiciled;

(c) but not both;

Method of Voting

20. All votes shall be cast according to this Schedule and shall be received:

(a) by personal vote (not proxy) at a General Meeting or, in the case of a Trustee, Proxy Trustee and/or Executive Committee election, at the general meeting of the relevant Takiwā or Taurahere; and

(b) by signed postal ballot received by the Trust before 5pm on the day prior to the General Meeting or, in the case of a Trustee, Proxy Trustee and/or Executive Committee election, on the day prior to the relevant general meeting of the relevant Takiwā or Taurahere.

Notice of Voting and General Meeting

21. The procedure determined by the Trustees in respect of any vote (other than an election in accordance with Part A of this Schedule), must be publicly notified by the Trust not less than 20 Working Days before the date of the vote and, if the vote is to be at a General Meeting of Ngāpuhi, the notice procedures must, to ensure compliance with those specified in the Act, include:

(a) Public Notice that includes:

(i) the date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained, and any other information specified in the Act;

(ii) advice that a vote is to be taken to ratify or amend the constitutional documents of the Trust(if applicable); and

(iii) advice on the method by which the vote will be counted, and

(b) In the case of ratifying the constitutional documents of the Trust, a Private Notice sent to every Adult Member on the Member's Register, that gives:

(i) the information in paragraph 21(a);

(ii) a copy of the Voting Paper; and

(iii) the address and return date for the Voting Paper.

(c) In the case of any General Meeting required by section 18 of the Act (which relates to changing a constitutional document), section 70 of the Act (which relates to the disposal of income shares) or by sections 159 or 162 of the Act (which relate to the conversion and disposal of settlement quota), a Private Notice sent to every Adult Member who has requested such a notice from the Trust in writing, that gives:

(i) the information in paragraph 21(a);

(ii) a copy of the Voting Paper; and

(iii) the address and return date for the Voting Paper.

Valid votes

22. The conduct of a vote of Members of Ngāpuhi at every General Meeting or general meeting of a Takiwā or Taurahere must comply with the following provisions:

(a) In order for a vote to be validly cast, the person casting it must:

(i) where the person is already a registered a Member, record that person's membership number on the Voting Paper; or

(ii) where the person is not registered at the time of the vote, also complete a registration application in the form set out in Schedule 2 to this Deed which shall be attached to and form part of the Voting Paper; and

(b) No vote shall be finally counted unless the details provided on the Voting Paper and the registration application are correct and the affiliation of the voter to Ngāpuhi has been confirmed either:

(i) because that person is an Adult Registered Member at the time they cast their vote; or

(ii) if that person has applied at the time that their vote was cast, to become an Adult Registered Member, because their registration was accepted in accordance with clause 6.5,

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

Secret Ballots

23. All Votes shall be conducted so as to ensure that:

(a) the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;

(b) the returning officer and those persons shall undertake to keep that information confidential; and

(c) the Voting Papers are destroyed by the returning officer after the date of completion of the final count, plus a period of one month thereafter.

PART C: TRUSTEE SKILLS

24. A Trustee shall:

(a) have knowledge of Ngāpuhi traditions and Tikanga;

(b) have resources to attend to Ahi Kā;

(c) be active in their Takiwā or Taurahere;

(d) be able to communicate verbally and in writing;

(e) have the skills required to perform the requirements contained in clause 4.3B; and

(f) any other raNgātira skills as determined by the Trust from time to time.

SCHEDULE 2
REGISTRATION FORM
(See next Page)

NGAPUHI WHAKAPAPA

Your Primary Marae:	Your Hapu:	Your Primary Takiwa/Taurahere:

Paternal Great-Grandfather

Paternal Great-Grandmother

Paternal Grandfather

Paternal Great-Grandfather

Paternal Great-Grandmother

Paternal Grandmother

Your Father

Maternal Great-Grandfather

Maternal Great-Grandmother

Maternal Grandfather

Maternal Great-Grandfather

Maternal Great-Grandmother

Maternal Grandmother

Your Mother

REGISTRATION APPLICATION

NGAPUHI
Te Runanga A Iwi O Ngapuhi

Applicant Details

Member Registration No: _____
(Office Use Only)

Are you Whangai? ☐

Surname: _____

First Names: _____

Maiden Name: _____

Address: _____

_____

_____

Date of Birth: __/__/___ Gender: M/F

Email: _____

Phone (HM): _____

Phone (WK): _____

No of Children: _____

Occupation: _____

Qualifications: _____

_____

Please complete this form and return to:

Te Runanga A Iwi O Ngapuhi Charitable Trust
16 Mangakahia Road
PO Box 263, Kaikohe
Ph: (09) 401-0084 or 0800 464-278
Fax: (09) 401-0410
Email: runanga@ngapuhi.iwi.nz
Website: www.ngapuhi.iwi.nz

FILLING OUT THIS FORM

Please complete all sections of this registration form to the best of your knowledge.

All applications will be validated by a membership committee. Confirmation of your membership will be sent to you, with your Ngapuhi member registration number.

Where an application for registration is declined you will be notified, and there is a process you may follow to dispute that decision.

Who can register?

- Adult members of the iwi who are descendents of a Ngapuhi tupuna
- Whangai on their own behalf or by their legal guardian
- Adult members who affiliate to any Marae/Hapu within Te Whare Tapu o Ngapuhi

Why register?

- To be notified of important issues and decisions affecting Ngapuhi.
- To receive information of benefits that you may be entitled to e.g. education grants or scholarships

Te Runanga a Iwi o Ngapuhi Charitable Trust is the representative body of Ngapuhi

TAMARIKI REGISTRATION DETAILS

All Whanau over the age of 18 years must fill in a separate registration application form

First Name	Last Name	DOB	M/F	Relationship to Applicant	Membership Registration No (Office use only)

Please continue on a separate sheet if required

Privacy Notice Option ☐

Tick the box if you wish to receive information relating to general meetings and postal ballot papers so that you may vote on elections, constitutional amendments, conversion or disposal of settlement quota.

Also do you agree for your **contact details only** to be forwarded to your Takiwa/Taurahere for you to stay informed.

Yes please pass on my contact details to my Takiwa/Taurahere ☐

Please note that any vote cast by you for the election of Trustees will be counted for the primary Takiwa/Taurahere to which you belong.

DECLARATION

I hereby declare that the information in this application is true and correct

Signature: _____

Privacy

Te Runanga a Iwi o Ngapuhi Charitable Trust will in accordance with the provisions of the Privacy Act 1993, make available to you upon request the personal information it holds about you and will make any appropriate corrections to that information to ensure that the information held is accurate.

SCHEDULE 3
PROCESS TO WITHDRAW

1. WITHDRAWING ORGANISATION TO REPRESENT THE WITHDRAWING GROUP

1.1 In order for the Withdrawing Group to withdraw from the Trust, an organisation which is representative of and has a mandate from that withdrawing group must follow the process and meet the criteria set out in this schedule.

1.2 The Withdrawing Group must have at least 5,000 registered members on its register before it can be considered by the Trustees of the Trust as the Representative Organisation for the Withdrawing Group.

2. PRELIMINARY PROCESS OF WITHDRAWAL

2.1 The Representative Organisation must carry out the following preliminary process before the Withdrawing Group can begin the formal process to withdraw from the Trust. The Representative Organisation must:

(a) hold at least 2 preliminary hui of its registered members to discuss the possibility of the Withdrawing Group withdrawing from the Trust;

(b) give at least 20 Working Days notice in the appropriate media in any area containing significant concentrations of members of the Withdrawing Group of the date, time, venue and agenda of each preliminary hui and where any relevant explanatory documents may be viewed or obtained;

(c) give at least 20 Working Days notice of each Preliminary Hui to the Trustees of the Trust in writing, to be made by facsimile or delivered to the offices of the Trust, and marked for the attention of the Chairperson and Chief Executive of the Trust;

(d) at each preliminary hui, allow the Trustees of the Trust, the opportunity to inform the members of the Withdrawing Group of the likely effect of the withdrawal on Ngāpuhi and the Trust, and

(e) at each preliminary hui must allow the members of the Withdrawing Group who are present at the preliminary hui or who vote by postal ballot must resolve by a 75% majority that the withdrawal of the Withdrawing Group from the Trust is in the best interests of the members of the withdrawing group. In making such decision, the members of the Withdrawing Group must consider the Tikanga of Ngāpuhi, especially "Kia tū tika ai Te Whare Tapu o Ngāpuhi".

2.2 At each Preliminary Hui, the Representative Organisation must provide its members with estimates of:

(a) the costs for the Representative Organisation of undertaking the withdrawal process set out in Schedule 3;

(b) the value of the assets that may be transferred to the Withdrawing Group if withdrawal from the Trust by the Representative Organisation is successful;

(c) the compliance costs to establish and maintain a Mandated Iwi Organisation that complies with the Act if withdrawal from the Trust is successful; and

(d) the annual returns from the Fisheries Assets that are likely to be transferred to the Withdrawing Group if withdrawal is successful.

2.3 The Representative Organisation must provide the Trust with the estimates required under paragraph 2.2 at least 20 Working Days prior to the first preliminary hui.

3. FORMAL PROCESS OF WITHDRAWAL

3.1 Subsequent to meeting the requirements of the preliminary process the Representative Organisation must complete the following formal process by:

(a) the Representative Organisation holding at least two consultative hui open to all members of Ngāpuhi no later than 80 Working Days after the last preliminary hui;

(b) giving at least 20 business days notice in the appropriate media in any area containing significant concentrations of members of the Withdrawing Group of the date, time, venue and agenda (including the text of any proposed resolutions) of the consultative hui and where any relevant explanatory documents may be viewed or obtained and any such notice must clearly state the Representative Organisation's intention to withdraw from the Trust;

(c) giving at least 20 business days notice of each consultative hui to the Trustees of the Trust in writing, to be made by facsimile, personal delivery, or by post to the addressee at the facsimile number or address, and marked for the attention of the Chairperson and the Chief Executive of the Trust and any such notice must clearly state the Representative Organisation's intention to withdraw from the Trust;

(d) prior to the first consultative hui, the Representative Organisation must notify Te Ohu Kai Moana Trustee Limited in writing of it's intention to withdraw from the Trust; and

(e) at each consultative hui, the Representative Organisation must allow the members of the Withdrawing Group who are present at the consultative hui or who vote by postal ballot must resolve by a 75% majority that the withdrawal of the Withdrawing Group from the Trust is in the best interests of the members of the withdrawing group. In making such decision, the members of the Withdrawing Group must consider the Tikanga of Ngāpuhi, especially "Kia tū tika ai Te Whare Tapu o Ngāpuhi".

4. TE RŪNANGA-Ā-IWI-O-NGĀPUHI PRESENTATION AT CONSULTATIVE HUI

4.1 At each consultative hui held in accordance with paragraph 3.1, the Trust must be given:

(a) an opportunity to inform the members of the Withdrawing Group of the likely effect of withdrawal on Ngāpuhi and the Trust; and

(b) an opportunity at each consultative hui for respected Kaumātua from Ngāpuhi to present and inform the members of the Withdrawing Group of the likely effect of withdrawal on Ngāpuhi Tikanga.

5. INFORMATION REQUIRED AT CONSULTATIVE HUI

5.1 At each consultative hui, the Representative Organisation must provide the members of the Withdrawing Group with the information provided at the preliminary hui in accordance with paragraph 2.1.

6. CRITERIA TO BE MET BY WITHDRAWING ORGANISATION

6.1 Prior to the transfer of any part of the Trust Fund under paragraph 8, the Representative Organisation must:

(a) be recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for the Withdrawing Group;

(b) have an asset holding company that complies with the Act;

(c) be established as a Charitable Trust or have a tax status which is the same or more favourable than that of the Trust; and

(d) have commenced the formal process to withdraw within 5 years of the Trust being recognised by Te Ohu Kai Moana Trustee Limited as a joint mandated iwi organisation.

7. COST OF WITHDRAWAL

7.1 Other than the cost of the transfer of assets from the Trust Fund, the reasonable costs of the process of withdrawal (including any associated costs, and any legal costs) are to be met by the Representative Organisation.

8. DIVISION OF SETTLEMENT ASSETS

8.1 Upon complying with paragraphs 1.1 to 6.1(d), the asset holding company of the Representative Organisation shall be entitled to receive:

(a) a proportion of the Trust's Income Shares, calculated in accordance with the following formula:

$$\frac{\text{Attributed Population (as determined by clause 9 of this Schedule)}}{\text{Notional Iwi Population for Ngāpuhi as specified in column 2 of Schedule 3 of the Act}} \times \text{Relevant settlement assets held by Ngāpuhi}$$

(b) a proportion of the Settlement Quota allocated to the Trust by Te Ohu Kai Moana Trustee Limited, calculated:

(i) for Inshore Quota, and that parcel of Deepwater Quota that is allocated and transferred based on coastline claims, on the basis of the proportion of coastline agreed between the Representative Group and the Trustees which is attributable to the Withdrawing Group from the coastline claimed, if any, by the Trust;

(ii) for Deepwater Quota on the basis of the Formula set out in paragraph 8.1(a) for that parcel of Deepwater Quota that is allocated and transferred from Te Ohu Kai Moana Trustee Limited based on the notional population of Ngāpuhi;

(iii) for Freshwater Quota in a manner consistent with section 148 of the Act;

(iv) for Harbour Quota in manner consistent with section 143 of the Act; and

(v) for all other Settlement Quota which is allocated and transferred based on the notional population on the basis of the Formula set out in paragraph 8.1(a);

(c) a proportion of the total assets distributed to the Trust upon termination of any or all of Te Ohu Kai Moana Trust, Te Pūtea Whakatupu Trust and Te Wai Māori Trust, calculated in accordance with the Formula set out in paragraph 8.1(a);

(d) a proportion of any surplus loans allocated and transferred to the Trust pursuant to section 43 of the Act, calculated in accordance with the Formula set out in paragraph 8.1(a); and

(e) a proportion of any new quota shares allocated to the Trust in respect of new species introduced into the quota management system and transferred to Te Ohu Kaimoana Moana Trustee Limited, and calculated on the same basis as paragraph 8.1(b).

9. NOTIONAL IWI POPULATION

9.1 The amount of notional iwi population to be attributed to the Withdrawing Group shall be determined by the relevant date from either the 2001 or 2006 census as notified by the Representative Organisation ("**Attributed Population**").

9.2 Should the Withdrawing Group not be listed as an iwi in the 2006 census then their attributed population shall be determined using the methodology set out in He Kāwai Amokura.

10. FULL AND FINAL TRANSFER

10.1 Subject to paragraph 10.2, the assets transferred from the Trust Fund to the Representative Organisation in accordance with this Schedule shall constitute a full and final settlement of any claim to the Trust Fund allocation which the Withdrawing Organisation may have against the Trust under section 20(3)(b)of the Act.

10.2 Paragraph 10.1 shall not apply with respect to settlement assets received by the Trust under section 21(2) of the Act after the date when the withdrawal is complete.

11. DISPUTE RESOLUTION

11.1 Any dispute arising in relation to this paragraph shall be determined in accordance with Part 5 of the Act.