

Deed of Variation and Change of Trustee – Tātau Tātau o Te Wairoa Trust

**Leon Symes, Phillip James Beattie, Huia Libya Huata
Huata, Carwyn Hamlyn Jones, Heta Herbert Kaukau,
Oha Averill Maree Manuel, Teawhina Carmencita
Morrell, Pieri Rota Munro, Richard Renata Niania,
Moana Lyndon Cooper Rongo, Johnina Te Wira Symes,
Apiata Michael Tapine, Bubby Maranui McGregor and
Pauline Symes** (the *Existing Trustees*)

Tātau Tātau o Te Wairoa Trustee Limited (the *New
Trustee*)



DEED OF VARIATION AND CHANGE OF TRUSTEE – TĀTAU TĀTAU O TE WAIROA TRUST

Date: 30 November 2018

PARTIES

Leon Symes, Phillip James Beattie, Huia Libya Huata Huata, Carwyn Hamlyn Jones, Heta Herbert Kaukau, Oha Averill Maree Manuel, Teawhina Carmencita Morrell, Pieri Rota Munro, Richard Renata Niania, Moana Lyndon Cooper Rongo, Johnina Te Wira Symes, Apiata Michael Tapine, Bubby Maranui McGregor and Pauline Symes (the *Existing Trustees*)

Tātau Tātau o Te Wairoa Trustee Limited (the *New Trustee*)

BACKGROUND

- A The Existing Trustees are the current trustees of the Tātau Tātau o Te Wairoa Trust (the *Trust*) created under a deed of trust dated 26 November 2016 and amended on 3 August 2018 (the *Trust Deed*). The Existing Trustees hold the assets of the Trust on the trusts of the Trust Deed.
- B The Existing Trustees were required under the Trust Deed to undertake a fair and transparent review process open to all Adult Members of the Iwi and Hapū of Te Rohe o Te Wairoa to review and determine the ownership arrangements of the Trust Assets and representation arrangements for the Trust.
- C In carrying out the review process the Existing Trustees complied with the process contemplated by clause 2.4 of the Trust Deed.
- D Following such review, the Existing Trustees wish to vary the terms of the Trust Deed twice, but may do so only with the approval of a Special Resolution of 75% of the Adult Members of the Trust who validly vote on the variation.
- E The Trustees have determined that the proposed variations do not fall within the restrictions in clause 24.2 of the Trust Deed.
- F Following the first variation but prior to the second variation mentioned above, the appointment of the New Trustee has been approved and acknowledged as a critical part of the approval of the unit trust model as the asset and representation model for the Tātau Tātau o Te Wairoa Trust by Special Resolution. The New Trustee meets the criteria required of it to be the sole corporate trustee of the Trust in the Trust Deed as varied.
- G The Existing Trustees wish to be discharged from the trusts of the Trust Deed and are discharged on the Amendment date.

NOW THIS DEED RECORDS as follows:

1 **Timing**

The steps described in this deed will take effect in order of their chronological listing.

2 **First Variation**

In accordance with the powers under the Trust Deed enabling them to do so (clause 24), the Trustees declare that a new clause 3.2 of the Trust Deed be inserted as follows, having obtained the requisite Special Resolution of Adult Members:

"Appointment of sole corporate trustee

The Existing Trustees may be replaced by a sole corporate trustee that complies with the requirements of *clauses 3.4 to 3.7* by:

- (a) approval and acknowledgement in a Special Resolution of the unit trust model which contemplates a corporate trustee and contemplates the Trustees of the Trust immediately prior to appointment of the corporate trustee ceasing to be the Trustees and becoming the corporate trustee's First Directors; or
- (b) Special Resolution in the future that identifies and appoints a replacement corporate trustee."

3 **Effective date of variation**

The variation specified in clause 2 will take effect on and from the date of this deed.

4 **Appointment of New Trustee**

Following the variation set out above having been effected, in exercise of the power of appointment conferred on them by clause 3.2 of the amended trust deed, the New Trustee is appointed by the approval and acknowledgement in a Special Resolution of Adult Registered Members who validly voted of the unit trust model (which contemplates a corporate trustee to be the trustee of the Tātau Tātau o Te Wairoa Trust as a critical part of the approval of the unit trust model as the asset and representation model for the Tātau Tātau o Te Wairoa Trust) with effect from the date of this deed.

5 **Consent of New Trustee**

The New Trustee consents to its appointment as a trustee of the Tātau Tātau o Te Wairoa Trust and signs this deed to evidence its consent and its appointment.

6 **Retirement of Existing Trustees**

Each of the Existing Trustees declares that he or she wishes to be discharged from the trusts of the Trust Deed.

7 **Vesting**

The Trust Fund, to the extent provided by section 47 of the Trustee Act 1956, shall vest in the New Trustee on the trusts and with the powers expressed and implied in the Trust Deed.

8 **Acknowledgement by New Trustee**

The New Trustee confirms that it meets the criteria required of it to be the sole corporate trustee of the Trust.



9 **Variation**

In accordance with the powers under the Trust Deed enabling it to do so (clause 24) having being appointed under clause 4, the corporate trustee declares that a number of provisions of the Trust Deed be varied as illustrated in the document attached as the Schedule to this deed, the requisite Special Resolution of Adult Members having been passed.

10 **Effective date of variation**

The variations specified in clause 1 will take effect on and from the date of this deed.

11 **Confirmation and Restated Trust Deed**

In all other respects, the corporate trustee confirms the Trust Deed as attached in the Schedule to this deed. The Existing Trustees (who have been discharged) and the New Trustee confirm that the same Trust has continued and continues.

12 **Counterparts**

This deed may be executed in any number of counterparts. Once the parties have executed the counterparts, and each party has received a copy of each signed and dated counterpart which that party did not execute, each counterpart will be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

13 **Electronic Delivery of Deed Allowed**

Without limiting any other mode of delivery, the parties agree to allow delivery of this deed by transmission, in electronic form by any means of electronic communication (including facsimile or email of a scanned copy), of an original of this deed executed by a party to the other party or its solicitors.

EXECUTION

SIGNED as a deed on the date referred to above:

Signed by Leon SYMES

as a Trustee

in the presence of:

BP

Witness signature

)
)
)

Leon Symes

Name: *Brian Peat*
Occupation: *Solicitor*
Residence: *Auckland*



Signed by **Phillip James BEATTIE**
as a Trustee
in the presence of:

)
)
)

Witness signature

Name:
Occupation:
Residence:

Signed by **Huia Libya Huata HUATA**
as a Trustee
in the presence of:

)
)
)

Witness signature

Name:
Occupation:
Residence:

Signed by **Heta Herbert KAUKAU**
as a Trustee
in the presence of:

)
)
)

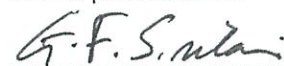
Witness signature

Name:
Occupation:
Residence:

Signed by **Carwyn Hamlyn JONES**
as a Trustee
in the presence of:

)
)
)





Witness signature

Name: **GUY FITI SINCLAIR**
Occupation: **LECTURER**
Residence: **29 HOHORIA RD,
WELLINGTON 6021**



Signed by **Oha Averill Maree MANUEL**
as a Trustee
in the presence of:

ALDC

Witness signature

Name: Caroline Karekore
Occupation: Administrator
Residence: Hairua

)
)
) Manuel

Signed by **Bubby Maranui McGREGOR**
as a Trustee
in the presence of:

BP

Witness signature

Name: Briar Peat
Occupation: Solicitor
Residence: Auckland

)
)
) McGregor

Signed by **Teawhina Carmencita MORRELL**
as a Trustee
in the presence of:

Grant

Witness signature

Name: Danielle Grant
Occupation: Administrator
Residence: Waikanae

)
)
) Morrell

Signed by **Pieri Rota MUNRO**
as a Trustee
in the presence of:

BP

Witness signature

Name: Briar Peat
Occupation: Solicitor
Residence: Auckland

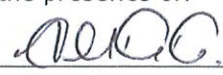
)
)
) Munro



Signed by Richard Renata NIANIA
as a Trustee
in the presence of:

)
)
)





Witness signature

Name: *Coroline Karekore*
Occupation: *Administrator*
Residence: *Hāwea*

Signed by Moana Lyndon Cooper RONGO
as a Trustee
in the presence of:

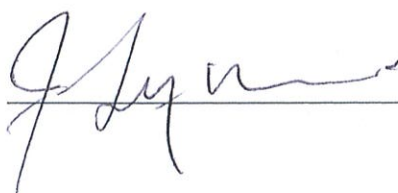
)
)
)


Witness signature

Name:
Occupation:
Residence:

Signed by Johnina Te Wira SYMES
as a Trustee
in the presence of:

)
)
)





Witness signature

Name: *Brian Peat*
Occupation: *Solicitor*
Residence: *Auckland*

Signed by Pauline SYMES
as a Trustee
in the presence of:

)
)
)

Witness signature

Name:
Occupation:
Residence:



Signed by Richard Renata NIANIA
as a Trustee
in the presence of:

)
)
)

Witness signature

Name:
Occupation:
Residence:

Signed by Moana Lyndon Cooper RONGO
as a Trustee
in the presence of:

)
)
)

Witness signature

Name: *Lynne Dragovich*
Occupation: *HR Manager*
Residence: *Tapiawa, Mahia (PO Box 10, Mahia)*

Signed by Johnina Te Wira SYMES
as a Trustee
in the presence of:

)
)
)

Witness signature

Name:
Occupation:
Residence:

Signed by Pauline SYMES
as a Trustee
in the presence of:

)
)
)

Witness signature

Name:
Occupation:
Residence:



Signed by Richard Renata NIANIA

as a Trustee

in the presence of:

)
)
)

Witness signature

Name:

Occupation:

Residence:

Signed by Moana Lyndon Cooper RONGO

as a Trustee

in the presence of:

)
)
)

Witness signature

Name:

Occupation:

Residence:

Signed by Johnina Te Wira SYMES

as a Trustee

in the presence of:

)
)
)

Witness signature

Name:

Occupation:

Residence:

Signed by Pauline SYMES

as a Trustee

in the presence of:

)
)
)

Witness signature

Name:

Occupation:

Residence:

Richard Renata Niania
Businessman
Auckland



Signed by Apiata Michael TAPINE

as a Trustee

in the presence of:

AM Tapine
Witness signature

)
)
) Apiata Michael Tapine

Name: AFO Mogford
Occupation: Administration Manager
Residence: Wairoa

Signed by Tātau Tātau o Te Wairoa Trustee Limited)

as corporate trustee:

Geordy Jones
Director

[Signature]
Director



SCHEDULE – RESTATED TRUST DEED (REVISED VERSION NOVEMBER 2018)

TĀTAU TĀTAU O TE WAIROA TRUST

RESTATED TRUST DEED

Restated, incorporating amendments made on 30 November 2018

TABLE OF CONTENTS

HE WHAKAMĀRAMA	4
1 CONSTITUTION, OBJECT AND POWERS OF THE TRUST	4
2 ARRANGEMENTS DURING INITIAL PERIOD	6
3 APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES	7
4 KAUMĀTUA COUNCIL	9
5 CHIEF EXECUTIVE AND OTHER EMPLOYEES	10
6 TRUSTEES MAY ESTABLISH SUBSIDIARIES	10
7 APPOINTMENT OF BOARD MEMBERS OF SUBSIDIARIES	11
8 BENEFICIAL INTEREST	12
9 VALUATIONS	13
10 TRANSFER OR TRANSMISSION OF KĀHUI BENEFICIAL UNITS	13
11 INDEPENDENCE OPTION OF KĀHUI BENEFICIAL UNIT HOLDER	14
12 FORESTS	15
13 DEFERRED SELECTION PROPERTIES	16
14 RIGHTS OF FIRST REFUSAL	17
15 DISTRIBUTIONS	19
16 CULTURAL REDRESS	20
17 APPLICATION OF INCOME AND CAPITAL	20
18 PLANS	21
19 ANNUAL REPORTS, ACCOUNTS AND AUDITOR	22
20 SUBSIDIARIES TO PREPARE STATEMENT OF INTENT, ANNUAL PLAN AND FIVE YEAR STRATEGIC PLAN	23
21 DISCLOSURE OF PLANS, REPORTS AND MINUTES	24
22 NO DISCLOSURE OF SENSITIVE INFORMATION	25
23 GENERAL MEETINGS	25
24 DISCLOSURE OF INTERESTS	28
25 PROHIBITION OF BENEFIT OR ADVANTAGE	29
26 DISCLOSURE OF TRUSTEES REMUNERATION	29

27	ADVICE TO TRUSTEES	30
28	LIABILITY OF TRUSTEES	30
29	INDEMNITY AND INSURANCE	30
30	IWI AND HAPŪ OF TE ROHE O TE WAIROA NOT TO BE BROUGHT INTO DISREPUTE	31
31	GIFTS OR DONATIONS	32
32	RECEIPTS FOR PAYMENTS	32
33	AMENDMENTS TO DEED	33
34	RESETTLEMENT	33
35	TERMINATION OF TRUST BY MEMBERS	33
36	PERPETUITIES AND VESTING DAY	34
37	ARCHIVING OF RECORDS	34
38	DISPUTE RESOLUTION	34
39	REVIEW OF TRUST DEED	36
40	BENEFICIAL ENTITIES	36
41	DEFINITIONS AND INTERPRETATIONS	36
	FIRST SCHEDULE - TĀTAU TĀTAU O TE WAIROA MEMBERSHIP REGISTER	44
	SECOND SCHEDULE - PROCEEDINGS OF TRUSTEE MEETINGS	47
	THIRD SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTION	51
	FOURTH SCHEDULE - KĀHUI	55
	FIFTH SCHEDULE – KĀHUI BENEFICIAL UNITS	56
	SIXTH SCHEDULE – FORM OF TRANSFER	57
	SEVENTH SCHEDULE – KĀHUI WITH INTERESTS IN DEFERRED SELECTION PROPERTIES	58
	EIGHTH SCHEDULE – KĀHUI WITH INTERESTS IN RIGHTS OF FIRST REFUSAL	61
	NINTH SCHEDULE – KĀHUI WITH INTERESTS IN FORESTS	79
	TENTH SCHEDULE – KĀHUI WITH INTERESTS IN CULTURAL REDRESS	80

RESTATED TĀTAU TĀTAU O TE WAIROA TRUST DEED

Executed as a deed on the 26th day of November 2016, and incorporating amendments on the 3rd day of August 2018 and amendments on the 30th day of November 2018.

HE WHAKAMĀRAMA

- A Te Tira Whakaemi o Te Wairoa has represented the Iwi and Hapū of Te Rohe o Te Wairoa throughout the Treaty of Waitangi settlement negotiations with the Crown.
- B The Iwi and Hapū of Te Rohe o Te Wairoa agreed to establish the Tātau Tātau o Te Wairoa Trust to receive, administer and distribute the settlement assets received by the Iwi and Hapū of Te Rohe o Te Wairoa as part of the Treaty of Waitangi settlement agreed with the Crown.
- C The role of the Tātau Tātau o Te Wairoa Trust is to receive and administer the settlement redress obtained from the Crown through the settlement of the historical Treaty of Waitangi claims of the Iwi and Hapū of Te Rohe o Te Wairoa.
- D This is a revised Deed of the original Deed dated 26 November 2016 and which was amended on 3 August 2018.
- E The terms upon which the Iwi and Hapū of Te Rohe o Te Wairoa have agreed the Tātau Tātau o Te Wairoa Trust will operate, are set out in this Deed.
- F The Trustees were required to carry out a review of the ownership arrangements for the Trust Assets and the representative arrangements for the Trust no later than two (2) years after the Settlement Date.
- G The Initial Trustees have completed that review, have obtained the requisite vote and support of the Kāhui and this restated Deed incorporates the resulting amendments.

1 CONSTITUTION, OBJECT AND POWERS OF THE TRUST

1.1 Trust Established

The Settlor hereby transfers the sum of \$100 to the Trustees to be held on trust pursuant to the terms of this Deed. The trust established by this Deed is to be known as the Tātau Tātau o Te Wairoa Trust. The Trustees acknowledge that they hold the sum of \$100 transferred to them as part of the Trust Assets and agree that they will hold the Trust Assets upon the trusts and pursuant to the terms of this Deed.

1.2 Trust Administration

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

1.3 Purpose of the Trust

The purpose for which the Trust is established is to receive, hold, manage, administer and distribute the Trust Assets on behalf of and for the benefit of the present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa in accordance with this Deed.

1.4 In giving effect to the purpose of the Trust, the Trustees may act to:

- (a) promote the educational, spiritual, economic, social and cultural advancement and well-being of the Members of the Iwi and Hapū of Te Rohe o Te Wairoa;

- (b) seek out, strengthen and retain the traditional, cultural and spiritual values of the Iwi and Hapū of Te Rohe o Te Wairoa;
- (c) promote and support the mana motuhake of the Iwi and Hapū of Te Rohe o Te Wairoa where appropriate;
- (d) enhance and enrich the quality of life of the Iwi and Hapū of Te Rohe o Te Wairoa;
- (e) organise, encourage and provide employment, educational, recreational training, health, housing, welfare and cultural opportunities;
- (f) assist in ensuring the ongoing maintenance and establishment of places of cultural or spiritual significance to the Iwi and Hapū of Te Rohe o Te Wairoa; and
- (g) facilitate the advancement of Kāhui, through the application of income or capital of the Trust to Beneficial Entities, where appropriate.

1.5 **Principles**

The Trustees shall, in giving effect to *clauses 1.3 and 1.4*, be guided by the following principles:

- (a) the Trustees are to act in the interests of all Members of the Iwi and Hapū of Te Rohe o Te Wairoa;
- (b) to the extent possible, the Trustees are to act in a manner that promotes kotahitanga of the Iwi and Hapū of Te Rohe o Te Wairoa, in recognition of the collective whakapapa of all Members of the Iwi and Hapū of Te Rohe o Te Wairoa;
- (c) te reo me ngā tikanga o ngā Iwi me ngā Hapū o Te Wairoa is to be fostered;
- (d) the Trustees are to act in accordance with the relevant tikanga of the Iwi and Hapū of Te Rohe o Te Wairoa to achieve the best possible standards of kaitiakitanga and business practice; and
- (e) the Trustees are to ensure open and transparent communication between the Trustees and the Iwi and Hapū of Te Rohe o Te Wairoa through regular reporting to Kāhui.

1.6 **Powers of Trust**

To achieve the Trust's Purpose, subject to *clause 1.7*:

- (a) the Trustees shall have all the rights, powers and privileges of a natural person in the administration, management and investment of the Trust Assets and may deal with the Trust Assets as if the Trustees were the absolute owner of, and beneficially entitled to, the Trust Assets;
- (b) in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Assets the Trustees may do any act or thing or procure the doing of any act or thing, or enter into any obligation whatever, including, subject to any limitations in this Deed, exercising unrestricted powers to buy, acquire, sell or otherwise dispose of, any Property and to borrow and raise money, and to give securities and guarantees; and

- (c) except as otherwise expressly provided in this Deed, the Trustees may exercise all the powers and discretions vested in them 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.

1.7 **Restriction on exercise of Trustee powers**

Notwithstanding *clause 1.6*:

- (a) the Trustees must not enter into a Major Transaction; and
- (b) the Trustees must ensure that any Subsidiaries are established on terms which provide that such Subsidiaries must not enter into a Major Transaction,

unless that Major Transaction is approved by way of Special Resolution in accordance with the *Third Schedule* or is contingent upon approval by way of Special Resolution in accordance with the *Third Schedule*; and

- (c) the Initial Trustees may only exercise their powers during the Initial Period in accordance with *clause 2*.

2 **ARRANGEMENTS DURING INITIAL PERIOD**

2.1 **Activities of the Trustees**

The Trustees will, during the Initial Period:

- (a) receive any funds or assets transferred to the Trust, including receiving any settlement property from the Crown;
- (b) manage and oversee the process set out in *clauses 2.3* and *2.4*;
- (c) consult with representatives of the Iwi and Hapū of Te Rohe o Te Wairoa to determine whether to purchase any properties that might become available for purchase during the Initial Period, including in particular settlement properties that become available through the right of deferred selection or right of first refusal under the Deed of Settlement;
- (d) organise and manage the first election of Trustees (including, where necessary, contracting out the running of such election to an independent third party);
- (e) maintain records and information that will facilitate the preparation by the first elected Trustees of the first Annual Plan, Five Year Strategic Plan and Annual Report in accordance with *clauses 18.1, 18.2* and *19.1*; and
- (f) administer and manage the Trust Assets.

2.2 **Initial Trustees must not risk the Trust Assets during the Initial Period**

The Initial Trustees during the Initial Period shall have no authority to:

- (a) grant any mortgage, charge or other encumbrance over any of the Trust Assets or part of them which confers a power of sale;
- (b) use any of the Trust Assets as part of any guarantee or other security arrangement; or

- (c) sell, exchange, transfer, or otherwise permanently dispose of any of the Trust Assets, unless reasonably necessary in the ordinary course of business.

2.3 **Review of Ownership Arrangements**

Notwithstanding any other clause in this Deed the Trustees must, no later than two (2) years after the Settlement Date, undertake a fair and transparent process that is open to all Adult Members to review and determine the ownership arrangements of the Trust Assets and representation arrangements on the Trust.

2.4 **Review Process**

In carrying out the process required by *clause 2.3* the Trustees shall:

- (a) commence the process by first consulting with the Adult Registered Members, including at a special meeting called for this purpose;
- (b) develop and circulate proposals for consideration by the Adult Registered Members; and
- (c) following the completion of the process make a recommendation on the ownership arrangements for the Trust Assets and representation arrangements for the Trust for approval by a Special Resolution.

2.5 **Effect of Special Resolution**

Where any recommendation under *clause 2.4(c)* involves the transfer of ownership of any Trust Assets from the Trust to any other entity the approval of that recommendation by Special Resolution shall constitute approval of the disposition of those Trust Assets as a Major Transaction in accordance with this Deed and the Trustees shall take all steps necessary to give effect to that Special Resolution.

3 **APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES**

3.1 **Initial Trustees**

The Initial Trustees of the Trust are:

- (a) Phillip James Beattie (As a Trustee for what was formerly Te Wairoa Tapokorau 2 but is now Te Wairoa Tapokorau Whānui);
- (b) Huia Libya Huata Huata (As a Trustee for Ngā Tokorima a Hinemanuhiri);
- (c) Carwyn Hamlyn Jones (As a Trustee for what was formerly Te Wairoa Tapokorau 2 but is now Te Wairoa Tapokorau Whānui);
- (d) Heta Herbert Kaukau (As a Trustee for Whakakī-Nui-A-Rua);
- (e) Oha Averill Maree Manuel (As a Trustee for Te Wairoa Tapokorau 1);
- (f) Darren Ritiana Beatty (As a Trustee for Te Wairora Tapokorau 1);
- (g) Teawhina Carmencita Morrell (As a Trustee for Ngā Tokorima a Hinemanuhiri);
- (h) Pieri Rota Munro (As a Trustee for Whakakī-Nui-A-Rua);
- (i) Richard Renata Niania (As a Trustee for what was formerly The Wairoa-Waikaremoana Māori Trust Board Group but is now Te Hononga o Ngā Awa);

- (j) Moana Lyndon Cooper Rongo (As a Trustee for what was formerly Rongomaiwahine Iwi/Ngāi Te Rākatō but is now Rongomaiwahine Iwi);
- (k) Johnina Te Wira Symes (As a Trustee for Ngāti Rākaipaaka);
- (l) Leon Symes (As a Trustee for what was formerly Rongomaiwahine Iwi/Ngāi Te Rākatō but is now Rongomaiwahine Iwi);
- (m) Tamati Jason Lewis Olsen (As Trustee for Ngāti Rākaipaaka); and
- (n) Apiata Michael Tapine (As a Trustee for what was formerly The Wairoa-Waikaremoana Māori Trust Board Group but is now Te Hononga o Ngā Awa).

Darren Ritiana Beatty and Tamati Jason Lewis Olsen have been replaced by:

- (o) Bubby Maranui McGregor (As a Trustee for Te Wairoa Tapokorau 1); and
- (p) Pauline Symes (As a Trustee for Ngāti Rākaipaaka).

3.2 **Appointment of a sole corporate trustee**

The Trustees may be replaced by a sole corporate trustee that complies with the requirements of *clauses 3.4 to 3.7* by:

- (a) approval and acknowledgement in a Special Resolution of the unit trust model which contemplates a corporate trustee and contemplates the Trustees of the Trust immediately prior to appointment of the corporate trustee ceasing to be the Trustees and becoming the corporate trustee's First Directors; or
- (b) Special Resolution in the future that identifies and appoints a replacement corporate trustee.

3.3 **Tātau Tātau o Te Wairoa Trustee Limited**

The Trustee from the Amendment Date shall be Tātau Tātau o Te Wairoa Trustee Limited, a limited liability company incorporated under the Companies Act 1993, whose appointment has been approved and acknowledged by Special Resolution approving the unit trust model which contemplates a corporate trustee and the Trustees of the Trust immediately prior to appointment of the corporate trustee being the corporate trustee's First Directors.

3.4 **Constitution of a sole corporate trustee**

The constitution of any sole corporate trustee must include that:

- (a) its sole purpose is to act as Trustee of the Trust;
- (b) it must comply with the powers and duties set out in this Deed; and
- (c) the directors of the sole corporate trustee will be elected representatives of the Kāhui in accordance with *clause 3.5*.

3.5 **Election of Directors of Corporate Trustee**

- (a) On and from the Amendment Date, other than in the case of the First Directors, there shall be one Director of the Corporate Trustee representing each Kāhui. Each Director of the Corporate Trustee shall be elected (or co-opted) by their Kāhui as that Kāhui's Tātau Tātau Representative from time to time in accordance with the trust deed of that Kāhui's Beneficial Entity (if applicable).

- (b) A Kāhui whose Beneficial Entity is an Independent Beneficial Entity will cease to be able to elect a Tātau Tātau Representative to be a Director of the Corporate Trustee.
- (c) A Tātau Tātau Representative in office as a Director elected by a Kāhui whose Beneficial Entity intends to become independent of Tātau Tātau in accordance with *clause 11* will cease to be a Director on the Independence Date.
- (d) A Kāhui who's Beneficial Entity has rejoined the Trust in accordance with *clause 11.8* by purchasing new Kāhui Beneficial Units will be able to elect a Director of the Corporate Trustee as that Kāhui's Tātau Tātau Representative in accordance with the trust deed of that Kāhui's Beneficial Entity.

3.6 **Collective Responsibility**

Trustees or Directors of the Corporate Trustee must represent the interests of all Members of the Iwi and Hapū of Te Rohe o Te Wairoa.

3.7 **Shares in sole corporate trustee**

The shares in any sole corporate trustee shall be held by the Chairperson for the time being, who shall hold them on trust for the benefit of the Members of the Iwi and Hapū of Te Rohe o Te Wairoa.

3.8 **Removing a sole corporate trustee**

The Members of the Iwi and Hapū of Te Rohe o Te Wairoa may vote by Special Resolution to remove Tātau Tātau o Te Wairoa Trustee Limited or any other sole corporate trustee as Trustee of the Trust. A Special Resolution that removes a sole corporate trustee shall appoint a replacement sole corporate trustee in the same resolution.

3.9 **Proceedings of Trustees**

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

4 **KAUMĀTUA COUNCIL**

4.1 **Appointment of Kaumātua Council**

Each Kāhui shall organise for their respective Kāhui to appoint up to one (1) Adult Registered Member to a Kaumātua Council from time to time on such terms of appointment, and subject to such rules and regulations, meeting procedures and processes as may be prescribed by the Trustees from time to time.

4.2 **Directors not to be on Kaumātua Council**

A Trustee or Director of a Corporate Trustee may not be a member of the Kaumātua Council.

4.3 **Role of Kaumātua Council**

On request from the Trustees, the Kaumātua Council will be responsible for advising the Trustees on matters relating to the tikanga, reo, kawa, kōrero and whakapapa of the relevant Kāhui. Except where a member of the Kaumātua Council is appointed to a Disputes Committee in accordance with *clause 38.5*, nothing in this Deed shall be deemed or construed so as to make the seeking or following of advice obtained from the Kaumātua Council binding upon the Trustees.

4.4 Where Beneficial Entity has become independent of Tātau Tātau

The advisory role of a Kaumātua on the Kaumātua Council for a Kāhui represented by an Independent Beneficial Entity may be restricted to issues involving cultural redress or RFR land that might become available for purchase through the right of first refusal process under the Deed of Settlement.

5 CHIEF EXECUTIVE AND OTHER EMPLOYEES

5.1 Trustees to appoint Chief Executive

The Trustees may appoint a Chief Executive to:

- (a) manage the day to day administration of the Trust including without limitation the implementation of planning, reporting and monitoring obligations under this Deed; and
- (b) carry out any obligations and responsibilities given to the Chief Executive in the Deed of Settlement.

5.2 Delegations to Chief Executive

The Chief Executive, if appointed, shall be responsible for the employment of all other employees of the Trust and shall exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.

5.3 Director of Corporate Trustee Role

A Trustee or Director of the Corporate Trustee may not hold the position of Chief Executive nor be an employee of, or a contractor to, any entity or trust in the Tātau Tātau o Te Wairoa Group. Nothing in this clause affects the ability of a Director of the Corporate Trustee to be a Board Member in accordance with *clause 7.1*.

6 TRUSTEES MAY ESTABLISH SUBSIDIARIES

6.1 Establishment of Subsidiaries

In receiving, controlling, and supervising the use of the Trust Assets on behalf of the Iwi and Hapū of Te Rohe o Te Wairoa, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees may establish and oversee the operations of any Subsidiaries.

6.2 Trustees to monitor

In giving effect to the Trust's Purpose the Trustees shall be responsible for monitoring and otherwise overseeing the activities of Subsidiaries. The Trustees shall exercise their shareholding or power of appointment in Subsidiaries in such a way as to promote the performance by Subsidiaries of their activities in a manner which is consistent with the Trust's Purpose.

6.3 Trustees may fund Subsidiaries

The Trustees may fund Subsidiaries by distributing capital or income or by making advances to the Subsidiary or by such other means as is consistent with the Trust's Purpose.

6.4 Ownership and Control of Subsidiaries

The Trustees shall ensure that any Subsidiary is established on terms which require the Subsidiary to manage any of the Trust Assets it holds solely for the benefit of the Iwi and Hapū of Te Rohe o Te Wairoa. The Trustees shall ensure that they have and retain all the shares in any Subsidiary that is a Company and the sole power to appoint and remove the trustees and directors or any responsible body of any Subsidiary.

6.5 Directors responsible for governance

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

6.6 Remuneration of directors and other trustees

The Trustees shall determine the remuneration payable to any director or trustee or controlling body of any Subsidiaries.

6.7 No influence in determining remuneration

No Trustee or Director of the Corporate Trustee receiving any remuneration referred to in *clause 6.6* shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee or Director of the Corporate Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which he or she is to be paid.

7 APPOINTMENT OF BOARD MEMBERS OF SUBSIDIARIES

7.1 Appointment and removal of directors and trustees

The Trustees shall ensure that Subsidiaries are established on terms which shall ensure that the directors and trustees or other controlling body of the Subsidiary shall be appointed and removed by the Trustees, and that appointments are for a term not exceeding three (3) years, subject to re-appointment.

7.2 Trustees as directors and trustees of Subsidiaries

Subject to *clause 7.3*, no more than 40% of the Trustees or Directors of the Corporate Trustee then in office may be appointed as directors or trustees of any individual Subsidiary. If a Trustee or Director of the Corporate Trustee is appointed as a director or trustee of a Subsidiary, they shall not be involved in decisions relating to his or her removal, tenure or rotation in relation to that appointment.

7.3 Tātau Tātau o Te Wairoa Commercial Limited directors

No Trustees or Directors of the Corporate Trustee then in office may be appointed as directors of Tātau Tātau o Te Wairoa Commercial Limited (other than the Chairperson, who will be an initial director for the purposes of establishing the company and will cease to be a director on the shares in the company being transferred to Tātau Tātau o Te Wairoa Trustee Limited). The Trustee will appoint at least five (5) directors of Tātau Tātau o Te Wairoa Commercial Limited (one (1) of whom must be Ahi Kaa) whom it considers are most fitting for the roles, on the advice of a suitably qualified independent agency, engaged for the purpose of advising on appointments in accordance with *clause 7.4*.

7.4 Appointments with regard to skills and expertise

A director, a trustee or a controlling body of any Subsidiary shall only be appointed by the Trustees if that person has the particular skills and expertise that are necessary for the appointment having regard to the activities that the Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is necessary on the relevant Subsidiary. In considering whether to appoint any person as a Board Member, the Trustees or a Subsidiary, as the case may be, shall determine the appointments so that the relevant board collectively possesses proven business experience, skills and expertise that are required of a Board Member of the Subsidiary to which the appointment relates, bearing in mind the activities that the

relevant Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Subsidiary.

8 **BENEFICIAL INTEREST**

8.1 **Beneficiaries' interests**

The interests of the beneficiaries under the Trust are represented by two types of Units:

- a) Kāhui Beneficial Units; and
- b) Discretionary Charitable Units.

8.2 **Kāhui Beneficial Units**

- (a) Each Kāhui Beneficial Unit confers an equal interest in the value of the Trust Assets from time to time. There will initially be 999,999,998 Kāhui Beneficial Units in the Trust.
- (b) Beneficial Entities will be issued and allocated one seventh of the Kāhui Beneficial Units on the Amendment Date as set out in the *Fifth Schedule*.
- (c) Where a Kāhui has not established a Beneficial Entity by the Amendment Date the Kāhui Beneficial Units for that Beneficial Entity will be issued but held in the name of the Trust pending establishment of that Beneficial Entity. Those Units will be transferred to the Beneficial Entity on its establishment. Any distribution payable on Kāhui Beneficial Units held by the Trust in accordance with this clause, will also be held by the Trust pending establishment of the Beneficial Entity and transferred to it once established.
- (d) A Unit Register will be established for the purpose of recording the holders of the Units.
- (e) Where Beneficial Entities are trusts representing Kāhui with multiple trustees then all of the names of the trustees of that Beneficial Entity will be entered in the Unit Register and the Beneficial Entity is required to keep the Unit Register up to date by notifying the Trustees if it has a change of trustees or Kāhui Beneficial Units have been transferred. The person whose name stands first in the Unit Register will be the person entitled to delivery of all communications in respect of the Kāhui Beneficial Units.

8.3 **Discretionary Charitable Units**

- (a) There are two (2) Discretionary Charitable Units which are non-transferrable and confer a right to be considered by the Trustees for a discretionary distribution of income or capital from the Trust.
- (b) The Discretionary Charitable Units will be held by Tātau Tātau o Te Wairoa Charitable Trustee Limited, as the corporate trustee of the Tātau Tātau o Te Wairoa Charitable Trust. Tātau Tātau o Te Wairoa Charitable Trustee Limited, as the corporate trustee of the Tātau Tātau o Te Wairoa Charitable Trust will be entered in the Unit Register as the holder of the Discretionary Charitable Units.

8.4 **No specific interest or lodging of caveat**

Units do not confer any interest in any specific part of the Trust Assets or any particular asset owned or controlled by the Trust. Holders of Units cannot require

any part of the Trust Assets be transferred to them. Holders of Units may not lodge a caveat against the titles of any of the Trust Assets.

9 VALUATIONS

9.1 Net Asset Value

The Trustees shall calculate the Net Asset Value of the Trust Assets as frequently as the Trustees may consider is necessary or desirable from time to time by deducting the Liabilities from the market value of the Trust Assets. For the purpose of determining the Net Asset Value the Trustees shall determine the market value of each asset held by the Trust on such basis as the Trustees consider to be fair and equitable and may from time to time engage any valuer or other suitably qualified person for the purpose of fixing the market value of any such asset (but is not under a duty to do so).

9.2 Liabilities

For the purpose of determining the Net Asset Value under *clause 9.1*, the Trustees shall determine the Liabilities attributable to the Trust Assets on such basis as the Trustees consider to be fair and equitable and in doing so may take account of each debt, liability, provision, cost, charge, expense, outgoing, tax obligation or other matter as the Trustees consider appropriate, and, for the avoidance of doubt, may exclude certain Liabilities from the Liabilities taken into account, or expenses charged to accounts (whether or not those amounts are required to be treated as Liabilities for accounting purposes).

9.3 Consistency

The Trustees will determine the Net Asset Value at least annually on a consistently applied basis. Notwithstanding *clauses 9.1* and *9.2*, the Trustees shall however be entitled at any time to alter the basis of determination of the Net Asset Value and the application of such basis.

9.4 Unit Value

The Trustees shall determine the Unit Value of a Kāhui Beneficial Unit from time to time by dividing the Net Asset Value by the number of Kāhui Beneficial Units held and rounding the product in the manner and to the number of decimal places, as the Trustees may decide in their absolute discretion. The Discretionary Charitable Units shall have a value of zero.

9.5 Notification of Unit Value

Whenever the Trustees undertake a calculation of Net Asset Value and Unit Value the Trustee shall notify each holder of Kāhui Beneficial Units of the Unit Value and the aggregate value of the Kāhui Beneficial Units held by that Beneficial Entity.

9.6 Binding on Beneficial Entities

In the absence of an error, Unit Values determined pursuant to this Deed shall be final and binding on all holders of Kāhui Beneficial Units.

10 TRANSFER OR TRANSMISSION OF KĀHUI BENEFICIAL UNITS

10.1 Form of Transfer

Kāhui Beneficial Units can be transferred or transmitted only in accordance with this clause. The form of the transfer will be as annexed in the *Sixth Schedule* and must be signed by the transferor and the transferee.

10.2 **Recipients of transfers**

No transfer of Kāhui Beneficial Units shall be made to any person that is not a Beneficial Entity holding Kāhui Beneficial Units immediately prior to the transfer.

10.3 **Notice of transfer**

Forms of transfer in the form set out in *Sixth Schedule* must be sent to the Trustees to update the Unit Register. The Transfer will be effective on the date set out in the form of transfer.

10.4 **Transmission of Units**

If a joint Unit holder dies or ceases to be a joint Unit holder (by ceasing to be a trustee of a Beneficial Entity) then the Units jointly held by that person with others must be transmitted to the remaining joint Unit holders (including any new Unit holders who have been appointed as trustees of a Beneficial Entity). The form of a transmission will be a letter to the Trustees explaining the circumstances of the transmission, listing the names of the remaining or new joint Unit holders and attaching the death certificate of the deceased joint Unit holder if applicable.

11 **INDEPENDENCE OPTION OF KĀHUI BENEFICIAL UNIT HOLDER**

11.1 **Initial Independence Request**

A Beneficial Entity may make an Independence Request to the Trustees in writing at any time from the Amendment Date until the third anniversary of the Amendment Date for all of its Kāhui Beneficial Units. The Trustees are obliged to satisfy such request on the fifth anniversary of the Amendment Date.

11.2 **Second Independence Request**

A Beneficial Entity may seek independence by making an Independence Request to the Trustees in writing at any time in the year prior to the eighth anniversary of the Amendment Date for all of its Kāhui Beneficial Units. The Trustees are obliged to satisfy such request on the tenth anniversary of the Amendment Date.

11.3 **Subsequent Independence Requests**

Further Independence Requests can be made in writing at any time in the year two years prior to each tenth anniversary of the Amendment Date. Further Independence Requests must be satisfied by the Trustees on the tenth anniversary of the Amendment Date following the Independence Request being made.

11.4 **Independence Request may be withdrawn**

A Beneficial Entity may withdraw an Independence Request by notice in writing to the Trustees, provided such notice must be received prior to the redemption of that Beneficial Entity's Kāhui Beneficial Units occurring.

11.5 **Trustees to redeem**

Upon receiving an Independence Request from a Beneficial Entity in accordance with the process set out in *clauses 11.1 to 11.3* the Trustees shall redeem and cancel the Beneficial Units to which the request relates on the date the Trustees are obliged to satisfy the request (the *Independence Date*). The value payable or transferable (the *Independence Value*) to the Beneficial Entity becoming independent shall be calculated as at the Independence Date and paid or transferred to the Beneficial Entity in accordance with the provisions of this Deed. The Independence Value will be the Net Asset Value of the aggregate of the Kāhui Beneficial Units held by that Beneficial Entity on the Independence Date. The Independence Value will be met by payment of cash and shares in Patunamu Forest Limited and/or Wharerata Forest Limited (if applicable). Where shares are transferred as part of the Independence Value, those shares will be valued at their market value.

11.6 Ongoing rights and entitlements

Notwithstanding a Beneficial Entity becoming independent of the Trust through a redemption of Kāhui Beneficial Units, the Kāhui represented by that Beneficial Entity will remain a Kāhui for all other purposes of this Deed.

11.7 Ongoing obligation

On gaining independence, a Beneficial Entity will become an Independent Beneficial Entity but will be obliged to pay the Trust annually one seventh of the cost to employ one full-time equivalent staff member for administrative services and the Trust. The Independent Beneficial Entity will also use best endeavours to agree such other arrangements with the Trust in respect of the ongoing interaction between the Independent Beneficial Entity and the Trust.

11.8 Ability to rejoin

On written application by an Independent Beneficial Entity (and supported by evidence that the application is appropriately authorised) the Trustees may create, issue and allocate new Kāhui Beneficial Units to a Independent Beneficial Entity. A Independent Beneficial Entity must pay at least \$5 million to receive new Kāhui Beneficial Units and the Trustees will create, issue and allocate new Kāhui Beneficial Units based on the Net Asset Value of the Trust on the date the payment by the Independent Beneficial Entity is made for the new Kāhui Beneficial Units (at which point the Independent Beneficial Entity will cease to be an Independent Beneficial Entity). Where agreed by the Trustees, property may be transferred in lieu of payment by the Independent Beneficial Entity, such property to be valued at its market value.

12 FORESTS

12.1 Patunamu Forest Limited

- (a) No later than three months prior to the fifth anniversary of the Amendment Date, the Beneficial Entities representing Kāhui who have interests in Patunamu Forest (as set out in the *Ninth Schedule*) must:
 - (i) enter into an agreement which sets out the percentage interest of each Beneficial Entity's Kāhui in Patunamu Forest; and
 - (ii) provide a copy of that agreement to the Trust.
- (b) Where a Beneficial Entity redeems its Kāhui Beneficial Units under *clause 11*, the Independence Value will be partially met by the Beneficial Entity receiving shares in Patunamu Forest Limited in proportion to that Beneficial Entity's percentage interest in Patunamu Forest under the agreement.

12.2 Wharerata Forest Limited

- (a) No later than three months prior to the fifth anniversary of the Amendment Date, the Beneficial Entities representing Kāhui who have interests in Wharerata Forest (as set out in the *Ninth Schedule*) must:
 - (i) enter into an agreement which sets out the percentage interest of each Beneficial Entity's Kāhui in Wharerata Forest; and
 - (ii) provide a copy of that agreement to the Trust.
- (b) Where a Beneficial Entity redeems its Kāhui Beneficial Units under *clause 11*, the Independence Value will be partially met by the Beneficial Entity receiving

shares in Wharerata Forest Limited in proportion to that Beneficial Entity's percentage interest in Wharerata Forest under the agreement.

13 DEFERRED SELECTION PROPERTIES

13.1 Where only one Beneficial Entity has an interest

During the first 75% of the Deferred Selection Period, where only one Kāhui represented by a Beneficial Entity has an interest in a Deferred Selection Property (as set out in the *Seventh Schedule*), that Beneficial Entity may notify the Trustees in writing that it wishes to purchase a Deferred Selection Property. On receiving such notice, the Trust must trigger its right to purchase the Deferred Selection Property under the Deed of Settlement.

13.2 Where there are overlapping interests

During the first 75% of the Deferred Selection Period where more than one Kāhui represented by a Beneficial Entity has an interest in a Deferred Selection Property (as set out in the *Seventh Schedule*), the Beneficial Entities representing those Kāhui may purchase that Deferred Selection Property jointly by:

- (a) establishing and nominating a joint entity (or nominating a joint entity already established) to be the purchaser (with interests in such joint entity to be determined by the Beneficial Entities); and
- (b) notifying the Trustees in writing that they wish to purchase a Deferred Selection Property and have established and nominated a joint entity for the purpose of doing so.

On receiving such notice, the Trust must trigger its right to purchase the Deferred Selection Property under the Deed of Settlement.

13.3 Tātau Tātau o Te Wairoa Commercial Limited may purchase Deferred Selection Properties

After the period referred to in *clauses 13.1 and 13.2* or where no Kāhui has an interest in a Deferred Selection Property, Tātau Tātau o Te Wairoa Commercial Limited may notify the Trustees in writing that it wishes to purchase any remaining Deferred Selection Properties. On receiving such notice, the Trust must trigger its right to purchase the Deferred Selection Property under the Deed of Settlement.

13.4 Process

The Trust and the Beneficial Entity or Beneficial Entities or Tātau Tātau o Te Wairoa Commercial Limited (as relevant) must co-operate in good faith in respect of the deferred selection purchasing process under the Deed of Settlement. On the transfer value of the Deferred Selection Property being determined, the Beneficial Entity, Beneficial Entities jointly or Tātau Tātau o Te Wairoa Commercial Limited (as applicable) may notify the Trust in writing that:

- (a) the transfer value is acceptable to the Beneficial Entity, Beneficial Entities jointly or Tātau Tātau o Te Wairoa Commercial Limited (as applicable);
- (b) the Beneficial Entity approves, the Beneficial Entities jointly approve or Tātau Tātau o Te Wairoa Commercial Limited approves (as applicable) the purchase proceeding; and
- (c) the Beneficial Entity (or its nominee), the Beneficial Entities' nominated joint entity (as applicable) or Tātau Tātau o Te Wairoa Commercial Limited (or its nominee) will purchase the Deferred Selection Property from the Trust as

soon as is reasonably practicable once it has been transferred to the Trust by the Crown.

On such notice being received, the Trust will proceed with purchasing the Deferred Selection Property. If no such notice is received, the Trust will not proceed with purchasing the Deferred Selection Property.

13.5 **Payment**

On a Deferred Selection Property being transferred to the Trust, the Trust must, as soon as is reasonably practicable, transfer that Deferred Selection Property to the Beneficial Entity (or its nominee), the Beneficial Entities' joint entity or Tātau Tātau o Te Wairoa Commercial Limited (or its nominee) (as applicable) at the same transfer value as the transfer value paid by the Trust for the Deferred Selection Property. Where a transfer is being made to:

- (a) a Beneficial Entity (or its nominee), the transfer value may be satisfied by payment of cash, through a redemption of Kāhui Beneficial Units or a mixture of both by the Beneficial Entity;
- (b) to the nominated joint entity of Beneficial Entities, the transfer value may be satisfied by payment of cash, through a redemption of Kāhui Beneficial Units or a mixture of both, by the Beneficial Entities in proportion to their interest in the nominated joint entity; or
- (c) Tātau Tātau o Te Wairoa Commercial Limited (or its nominee), the transfer value must be satisfied in a manner agreed between Tātau Tātau o Te Wairoa Commercial Limited and the Trustees.

14 **RIGHTS OF FIRST REFUSAL**

14.1 **Requirement to notify offer**

The Trustees will notify the Beneficial Entities representing Kāhui with an interest in RFR land as set out in the *Eighth Schedule* in writing as soon as reasonably practicable after an offer to dispose of the RFR land is made to the Trust. Such notice must include all the terms of the offer.

14.2 **Where only one Beneficial Entity has an interest**

If there is only one Kāhui represented by a Beneficial Entity with an interest in the RFR land and the Trustees have given notice under *clause 14.1*, that Beneficial Entity may notify the Trustees in writing as soon as reasonably practicable in accordance with the timeframes set out in the Settlement Act (but no later than two (2) Working Days prior to the expiry date of the offer) that the Trust should:

- (a) accept the offer; and
- (b) nominate the Beneficial Entity (or its nominee) to receive transfer of the RFR land.

If the Trustees receive notice from a Beneficial Entity under this clause, the Trust must accept the offer and nominate the Beneficial Entity (or its nominee) to receive transfer of the RFR land.

14.3 **Where there are overlapping interests**

Where more than one Kāhui has an interest in the RFR land (as set out in the *Eighth Schedule*) and the Trustees have given notice under *clause 14.1*, the Beneficial

Entities representing those Kāhui may receive transfer of the RFR land jointly from the Trust by:

- (a) establishing and nominating a joint entity (or nominating a joint entity already established) to receive the transfer (with interests in such joint entity to be determined by the Beneficial Entities); and
- (b) notifying the Trustees in writing (and provide a copy of their written agreement) as soon as reasonably practicable in accordance with the timeframes set out in the Settlement Act (but no later than two (2) Working Days prior to the expiry date of the offer) that the Trust must:
 - (i) accept the offer;
 - (ii) take transfer of the RFR land; and
 - (iii) on the Beneficial Entities establishing and nominating a joint entity (or nominating a joint entity already established) to receive transfer of the RFR land the Trust must transfer the RFR land to the joint entity.

If the Trustees receive a notice from Beneficial Entities under this clause, the Trust must accept the offer, take transfer of the RFR land and on the Beneficial Entities establishing and nominating a joint entity (or nominating a joint entity already established) to receive transfer of the RFR land the Trust must transfer the RFR land to the joint entity at the same transfer value as the transfer value paid by the Trust for the RFR land.

14.4 **Tātau Tātau o Te Wairoa Commercial Limited may receive transfer**

Where no Beneficial Entity or Beneficial Entities have notified the Trustees in writing that they wish to take transfer of RFR land under *clauses 14.2 or 14.3* prior to two (2) Working Days prior to the expiry date of the offer to dispose of the RFR land is made to the Trust, or where no Kāhui has an interest in the RFR land, Tātau Tātau o Te Wairoa Commercial Limited may notify the Trustees in writing that the Trust must:

- (a) accept the offer; and
- (b) nominate Tātau Tātau o Te Wairoa Commercial Limited (or its nominee) to receive transfer of the RFR land.

If the Trustees receive notice from Tātau Tātau o Te Wairoa Commercial Limited under this clause, the Trust must accept the offer and nominate Tātau Tātau o Te Wairoa Commercial Limited (or its nominee) to receive transfer of the RFR land.

14.5 **Payment**

Where RFR land is being transferred:

- (a) directly to a Beneficial Entity (or its nominee), the transfer value may be satisfied by payment of cash, through a redemption of Kāhui Beneficial Units or a mixture of both by the Beneficial Entity;
- (b) to the Trust in the first instance (to allow the Beneficial Entities time to establish and nominate a joint entity or nominate a joint entity already established) the Trust will take transfer of the RFR land and pay the transfer value. On the joint entity being established and nominated (or a joint entity

already established being nominated) the Trust will then transfer the RFR land to the nominated joint entity and the transfer value may be satisfied by payment of cash, through a redemption of Kāhui Beneficial Units or a mixture of both, by the Beneficial Entities in proportion to their interest in the nominated joint entity; or

- (c) to Tātau Tātau o Te Wairoa Commercial Limited (or its nominee), the transfer value must be satisfied in a manner agreed by Tātau Tātau o Te Wairoa Commercial Limited and the Trustees.

14.6 **Right remains after independence**

A Beneficial Entity becoming independent of the Trust through a redemption of Kāhui Beneficial Units does not affect any rights of that Beneficial Entity under this *clause 14*.

15 **DISTRIBUTIONS**

15.1 **Initial Distributions**

- (a) In each of the first three years after the Amendment Date, the Trustees will distribute \$2,466,333 to the holders of the Kāhui Beneficial Units.
- (b) The first three distributions will be made:
 - (i) firstly, no later than three (3) months after the Amendment Date;
 - (ii) secondly, no later than three (3) months after the first anniversary of the Amendment Date; and
 - (iii) thirdly, no later than three (3) months after the second anniversary of the Amendment Date.
- (c) The Trustees will not make any other distributions during the first three (3) years after the Amendment Date.

15.2 **Later distributions**

After the third anniversary of the Amendment Date and each anniversary of the Amendment Date thereafter, the Trustees will distribute annually forty (40) percent of the profits of the Tātau Tātau o Te Wairoa Group accrued in the previous Income Year to the Beneficial Entities in proportion to the Kāhui Beneficial Units held by those Beneficial Entities. The Trustees will notify the Beneficial Entities of the value and timing of that distribution annually.

15.3 **Options**

Prior to receiving a distribution, a Beneficial Entity may notify the Trustees in writing that it wishes to:

- (a) reinvest all or part of its distribution in exchange for new Kāhui Beneficial Units; or
- (b) delay payment of its distribution, in which case the distribution will be held by the Trust on an interest-free basis for up to six (6) months from the distribution date, after which it will be reinvested and the Beneficial Entity will receive new Kāhui Beneficial Units, unless the Beneficial Entity notifies the Trust that it wishes to receive its distribution, in which case the distribution will be made to the Beneficial Entity.

Notwithstanding this clause, the Trustees may decline to effect any reinvestment of a distribution without giving reasons.

15.4 **Restriction on all distributions**

(a) Distributions made in respect of Kāhui Beneficial Units that are held by the Trust on account of a Kāhui that has not established a representative Beneficial Entity will also be held by the Trust until the Kāhui has established a representative Beneficial Entity. A Kāhui will notify the Trust in writing once that Kāhui's representative Beneficial Entity has been established and ratified by the Kāhui, at which point the Kāhui Beneficial Units and distributions that have been held by the Trust will be transferred to that Kāhui's Beneficial Entity.

(b) If a Beneficial Entity:

- (i) fails to have its financial statements audited;
- (ii) fails to hold an annual general meeting; or
- (iii) fails to hold robust elections to appoint its governors and a Tātau Tātau Representative to be a Director of the Corporate Trustee,

the Trustees will not make any distributions to the Beneficial Entity until the financial statements have been audited, an annual general meeting or robust elections are held (as relevant).

16 **CULTURAL REDRESS**

In administering the cultural redress under the Deed of Settlement, the Trustees will acknowledge and take into account the interests of Kāhui outlined in the *Tenth Schedule* when appropriate and at the Trustees' discretion.

17 **APPLICATION OF INCOME AND CAPITAL**

17.1 **Trustees may apply income and capital:**

In addition to distributions described under *clause 15* and subject to any other requirements in this Deed, the Trustees may:

- (a) pay, apply or appropriate, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of Beneficial Entities, in proportion to the Kāhui Beneficial Units held by them;
- (b) use or apply any capital of the Trust Assets to or for the benefit of Beneficial Entities for the Trust's Purpose in proportion to the Kāhui Beneficial Units held by them, without first using or applying the whole or any portion of the income of the Trust's Assets for that year;
- (c) by Unanimous Decision, pay, apply or appropriate, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of Tātau Tātau o Te Wairoa Charitable Trustee Limited, the holder of the Discretionary Charitable Units on behalf of the Tātau Tātau o Te Wairoa Charitable Trust;
- (d) by Unanimous Decision, use, pay or apply any capital of the Trust Assets to or for the benefit of Tātau Tātau o Te Wairoa Charitable Trustee Limited, as holder of the Discretionary Charitable Units on behalf of the Tātau Tātau o Te Wairoa

Charitable Trust, without first using or applying the whole or any portion of the income of the Trust Assets for that year;

(e) pay, apply or appropriate or decide to pay, apply or appropriate such amounts of income or capital as are earned, received or otherwise acquired after the Settlement Date pursuant to the provisions in the Deed of Settlement pertaining to cultural redress or land acquired through the deferred selection process or right of first refusal process or any other provision to or for the benefit of one or more Kāhui whose representative Beneficial Entity has become independent of the Trust, and for the avoidance of doubt any such payment, application or appropriation may be made to the Beneficial Entity that represents such Kāhui; or

(f) set aside reserves or accumulations for future use or application by the Trustees,

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

17.2 Payments out of income:

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

(a) as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or

(b) as a reserve to meet fluctuations of income in future years and other contingencies.

17.3 Matters to consider in applying income:

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

(a) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust Assets, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital; and

(b) endeavour to act fairly in considering the needs and interests of present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa.

17.4 Accumulation in six months where income not applied

Any income from any Income Year that is not paid or applied in accordance with this *clause 17* during or within the six (6) months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust Assets.

18 PLANS

18.1 Trustees to prepare Annual Plan

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

(a) the strategic vision of the Trust for the Tātau Tātau o Te Wairoa Group;

- (b) the nature and scope of the activities proposed by the Trustees for the Tātau Tātau o Te Wairoa Group in the performance of the Trust's Purpose;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Tātau Tātau o Te Wairoa Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with;
- (f) any proposals for the ongoing management of the Trust Assets having regard to the interests of all Members of the Iwi and Hapū of Te Rohe o Te Wairoa; and
- (g) any other information as the Trustees in their discretion consider necessary or appropriate.

18.2 Trustees to prepare Five Year Strategic Plan

After the Amendment Date, the Trustees shall produce as soon as practicable, and update not less than every two (2) years, a Five (5) Year Strategic Plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in *clause 18.1(a) to 18.1(g)* and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Assets.

19 ANNUAL REPORTS, ACCOUNTS AND AUDITOR

19.1 Preparation of Annual Report

The Trustees must, within five (5) months after the end of each Income Year, and no later than twenty (20) Working Days prior to an annual general meeting, cause to be prepared an Annual Report on the affairs of the Tātau Tātau o Te Wairoa Group covering the accounting period ending at the end of that Income Year which includes:

- (a) a comparison of performance against the Annual Plan; and
- (b) Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Tātau Tātau o Te Wairoa Group for that Income Year. The Consolidated Financial Statements shall include as a separate item details of any remuneration or fees paid to any Trustee or Director of the Corporate Trustee (including without limitation any such payment to any Trustee as a director or trustee of a Subsidiary) and details of any premiums paid in respect of indemnity insurance pursuant to *clause 29* (or any indemnity payments made by an insurer).

19.2 Audit of financial statements

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

19.3 Appointment of independent auditor

The independent auditor shall be appointed by the Trustees prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or Director of the Corporate Trustee or

employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the independent auditor. For the avoidance of doubt, the Trust's accountant shall not be appointed as the independent auditor.

20 SUBSIDIARIES TO PREPARE STATEMENT OF INTENT, ANNUAL PLAN AND FIVE YEAR STRATEGIC PLAN

20.1 Subsidiaries to prepare Statements of Intent, Annual Plan and Five Year Strategic Plan

The Trustees shall procure that each Subsidiary will:

- (a) within six (6) months of the establishment of the Subsidiary, prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the Trustees, update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) within six (6) months of the establishment of the Subsidiary, prepare a Five Year Strategic Plan which shall be updated not less than every two (2) years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and the general principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than one (1) month following the completion of the Five Year Strategic Plan referred to in paragraph (c) of this clause, and thereafter no later than two (2) months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its five year planning objectives and fulfil the objectives and principles of the Statement of Intent; and
- (e) within two (2) months after the completion of the first, second and third quarter of each Income Year send to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).

20.2 Trustees approval required

Prior to being implemented all Statements of Intent, Five Year Strategic Plans and Annual Plans must be approved by the Trustees. Such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust Assets. However, nothing in this clause shall allow the Trustees to give directions beyond approving or not approving any Statements of Intent, Five Year Strategic Plans and Annual Plans or otherwise exercising its powers as shareholder, with the intention that the directors or trustees of the Subsidiaries shall otherwise retain full discretion in respect of the implementation of Statements of Intent, Five Year Strategic Plans and Annual Plans.

20.3 Reports to comply with Companies Act 1993

The Trustees shall procure that all annual reports by any Subsidiary that is a company comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by *section 211(1)(a)* of the Companies Act 1993 of the nature of the business of the company or any of its subsidiaries, or the classes of business in which the company has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year; and
- (c) any auditor's report of the financial statements (or group financial statements) of the company for that Income Year required by the constitutional documents of that Subsidiary.

20.4 **Subsidiaries to meet Companies Act 1993 standard**

All reports of any Subsidiary that is an entity other than a company shall be provided to the same standard, including as to form and content, as is required under *clause 20.3* as if the Subsidiary was a company.

20.5 **Report to include comparison against plans**

In addition to the matters set out in *clauses 20.3* and *20.4*, the Trustees shall procure that all reports by any Subsidiary include a comparison of its performance against both its respective Annual Plans for that Income Year and its medium and longer term planning objectives (as set out in the Five Year Strategic Plan and Statement of Intent).

20.6 **Protection of Information**

For the avoidance of doubt, nothing in this *clause 20* limits or affects the rights of the Trustees, as shareholders in any Subsidiary that is a company, to agree pursuant to *section 211(3)* of the Companies Act 1993 not to include information in the annual report of the Subsidiary.

21 **DISCLOSURE OF PLANS, REPORTS AND MINUTES**

21.1 **Documents to be available for inspection**

The Trustees shall hold at their offices and make available for inspection by any Member of the Iwi and Hapū of Te Rohe o Te Wairoa during normal business hours on any Working Day:

- (a) the Annual Report for the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plans;
- (d) the Five Year Strategic Plans;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with *clause 23.14* of all decisions taken and business transacted at every annual general meeting and special meeting;
- (g) their own personal details on the Tātau Tātau o Te Wairoa Register;
- (h) the Deed and any amendment to the Deed;

- (i) the current constitution or trust deed and any Statement of Investment Performance and Objectives of any Subsidiary; and
- (j) the interest register maintained in accordance with *clause 24.5*.

21.2 **Costs of copying**

Any Member of the Iwi and Hapū of Te Rohe o Te Wairoa shall be entitled to obtain copies of the information referred to in *clause 21.1*. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

22 **NO DISCLOSURE OF SENSITIVE INFORMATION**

- 22.1 For the avoidance of doubt, but subject to the Trustees reporting obligations in *clauses 19.1, 21.1(a), 21.1(b), 21.1(f), 23.1(a) and 23.1(b)*, the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trustees and the Tātau Tātau o Te Wairoa Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

23 **GENERAL MEETINGS**

23.1 **Trustees to hold annual general meeting**

The Trust shall, no later than six (6) months after the end of each Income Year, and in any event no more than fifteen (15) months after the date of the last annual general meeting of the Trust, hold a general meeting for the Members of the Iwi and Hapū of Te Rohe o Te Wairoa, to be called its annual general meeting, and shall at that meeting:

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

23.2 **Approval of Director remuneration and appointment of auditor**

- (a) No remuneration will be paid to a Director in his or her capacity as a Director of the Corporate Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Directors as a monetary sum per annum payable either to all Directors taken together or to any person who from time to time holds office as a Director. This clause does not apply to any remuneration paid to any Director in his or

her capacity as a director or trustee of a Subsidiary and that remuneration shall be determined by the Trustees pursuant to *clause 6*.

- (b) Clause 23.2(a) does not apply to any remuneration paid to any Initial Trustee or First Director and that remuneration shall be set by them for the period they hold office as Initial Trustees and First Directors, on the basis of professional advice they must seek.
- (c) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members present at the annual general meeting.

23.3 **Notice of general meeting**

The Trustees shall give not less than twenty (20) Working Days' notice of the holding of the annual general meeting, such notice to be given to all Adult Registered Members at the last postal address, digital or other contact detail provided for each such Adult Registered Member on the Tātau Tātau o Te Wairoa Register. Notice of the meeting shall also be inserted prominently in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of the Iwi and Hapū of Te Rohe o Te Wairoa reside. All such notices shall contain:

- (a) the date, time and place of the meeting;
- (b) an agenda of matters to be discussed at the meeting, which shall include any matters to be voted on or resolved, and the method of voting; and
- (c) details of where copies of any information to be laid before the meeting may be inspected.

23.4 **Notice of special meetings**

In addition to the annual general meeting of the Trust, the Trustees shall convene a special meeting of the Members of the Iwi and Hapū of Te Rohe o Te Wairoa on the requisition of:

- (a) the majority of the Directors of the Corporate Trustee then in office; or
- (b) 5% of the Adult Registered Members.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Trustees setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

23.5 **Annual general meeting not limited to notified business**

At the discretion of the Chairperson, any general business raised at the designated time for general business at any annual general meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting. For the avoidance of doubt, no resolution may be voted on at any annual general meeting unless appropriate notice has been given in accordance with *clause 23.3(b)*.

23.6 **Special meeting limited to notified business**

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

23.7 Invalidation

The proceedings of an annual general meeting or special meeting are not invalidated by the accidental omission to give notice to, or a failure to receive notice of an annual general meeting or special meeting by, a Adult Registered Member of the Iwi and Hapū of Te Rohe o Te Wairoa.

23.8 Deficiency of notice

Subject to *clause 23.6*, a deficiency or irregularity in a notice of any annual general meeting or special meeting will not invalidate anything done at the meeting if the deficiency or irregularity is not material.

23.9 Quorum

The quorum required for any annual general meeting or special meeting of the Trust shall be 80 Adult Registered Members present in person who are registered with not less than 4 of the 7 Kāhui including amongst those Adult Registered Members a majority of the Directors. For the avoidance of doubt:

- (a) an Adult Registered Member may only vote once; and
- (b) if a Director is an Adult Registered Member, they are included in the quorum count and are entitled to vote.

23.10 Chairing of meetings

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

23.11 Voting

To the extent that a vote is sought or required at any annual general meeting or special meeting:

- (a) Every Adult Registered Member present shall have one (1) vote.
- (b) Special Resolutions shall be passed in accordance with the *Third Schedule*.
- (c) Voting may be by voice, on a show of hands or, where directed by the Chairperson, by secret ballot.
- (d) The Chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members to verify their eligibility by a process directed by the Chairperson of the meeting.

However, except as provided in *clauses 1.7, 23.1(e), 23.1(f), 23.2, 33.1, 34 and 35* and where Special Resolutions have been passed in accordance with the *Third Schedule*, the Trustees shall not be bound by a resolution passed at any annual general meeting or special meeting, but will only be required to give consideration to any such resolution in administering the Trust Assets and carrying out the Trust's Purpose. The latest version of the Tātau Tātau o Te Wairoa Register will be present at any annual general meeting or special meeting.

23.12 Adjourned meetings

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

23.13 Unruly meetings

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

23.14 Minutes

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

23.15 Minutes to be evidence of proceedings

Any minute of the proceedings at an annual general meeting or a special meeting which is signed by the Chairperson at that meeting shall be evidence of those proceedings.

23.16 Minutes to be evidence of proper conduct

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

24 DISCLOSURE OF INTERESTS

24.1 Definition of interested Director:

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

- (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 owned or controlled, by the Trustees or any other member of the Tātau Tātau o Te Wairoa Group;
- (d) is the parent, child, spouse, de facto or civil union partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

24.2 Interests in common with Members of the Iwi and Hapū of Te Rohe o Te Wairoa

Notwithstanding *clause 24.1*, no Director will be interested in a matter where his or her interest is not different in kind from the interests of other Members of the Iwi and Hapū of Te Rohe o Te Wairoa.

24.3 Disclosure of interest to other Directors

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

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

24.4 Disclosure of interest of other Directors

Where a Director is aware of an actual or potential conflict of interest of another Director then that person has a duty to draw the conflict of interest to the Trust's attention.

24.5 Recording of interest

The Trust shall establish and maintain an interest register for the purpose of recording details of interested Directors (including the nature and the extent or monetary value of any interest). Immediately following his or her appointment, a Director must enter any interests he or she has or may have into the interests register. A Director must also enter into the interests register the details of any interest disclosed to other Directors in accordance with *clause 24.3*.

24.6 Dealings with "Interested" Directors

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

24.7 Deficiency or irregularity in disclosure of interest

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

25 PROHIBITION OF BENEFIT OR ADVANTAGE

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

26 DISCLOSURE OF TRUSTEES REMUNERATION

- 26.1** The Trustees shall, in accordance with *clause 19.1*, show the amount of any remuneration paid to any Director of the Corporate Trustee and the amount of any

premiums paid out of the Trust Assets for any indemnity insurance separately in the financial statements including any payments made pursuant to *clause 29*.

27 ADVICE TO TRUSTEES

27.1 Trustees may rely on advice

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

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

27.2 Trust may obtain a legal opinion

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

28 LIABILITY OF TRUSTEES

28.1 Liability of Trustees

A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows or should have known to be a breach of this Deed, in particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach. For the purposes of this *clause 28.1*, and to the maximum extent permitted by law, "Trustee" shall include a Director of the Corporate Trustee.

29 INDEMNITY AND INSURANCE

29.1 Indemnity and insurance

Any Trustee, officer or employee of the Trust or Directors of the Corporate Trustee may be indemnified or have their insurance costs met out of the Trust Assets in accordance with clause 14 of the Tātau Tātau o Te Wairoa Trustee Limited constitution.

29.2 Indemnity and insurance costs to be just and equitable

All indemnities and insurance costs will be on the terms and conditions the Trustee determines.

29.3 Indemnity and insurance regarding specific trusts

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

29.4 Record of decisions

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting of the Trustees at which such a decision was made.

30 IWI AND HAPŪ OF TE ROHE O TE WAIROA NOT TO BE BROUGHT INTO DISREPUTE

30.1 Trustees not to bring into disrepute

No Trustee or Director of the Corporate Trustee shall act in a manner which brings or is likely to bring the Trust, the Trustee or any member of the Tātau Tātau o Te Wairoa Group into disrepute.

30.2 Directors not to bring into disrepute

The Trustees shall ensure that Subsidiaries are established on terms which provide that the directors or trustees of any such Subsidiary are not to act in a manner which brings or is likely to bring the Trust, the Trustee or any member of the Tātau Tātau o Te Wairoa Group into disrepute.

30.3 Directors may be censured or removed

Any Director of the Corporate Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust, the Trustee or any member of the Tātau Tātau o Te Wairoa Group may, by a resolution passed by a majority of not less than 75% of the other Directors, be formally censured or removed from office, provided that the procedure set out in *clause 30.4* must first be followed.

30.4 Procedure where allegation made of bringing into disrepute

If an allegation is made to the Trust that a Director has acted in a manner which brings or is likely to bring the Trust, the Trustee or any member of the Tātau Tātau o Te Wairoa Group into disrepute, the other Directors shall implement the following procedure:

- (a) A written notice of the allegation shall be served by the other Directors on the Director concerned and on any Beneficial Entity which represents the interests of the Kāhui which the Director concerned primarily affiliates to.
- (b) The Director concerned may respond to the allegation in writing within twenty (20) Working Days after being served notice of the allegation, such response to be delivered to the Trust.
- (c) The relevant Kāhui may also respond in writing to the Trust within the 20 Working Day period.
- (d) If no response is received, the other Directors may exercise the rights of censure or removal in *clause 30.3*.
- (e) If a response or responses are received and the other Directors are not satisfied with the responses received and wish to exercise the rights of censure or removal in *clause 30.3*, they must first take reasonable steps to resolve the matter with the Director concerned by mediation or other alternative dispute resolution procedure acceptable to them and the Director concerned (both acting reasonably).
- (f) If the mediation or alternative dispute resolution procedure has not resolved the matter to the satisfaction of the other Directors and the Director concerned within 40 Working Days of the notice of the allegation being given

to the Director concerned, the other Directors may exercise the rights of censure or removal in *clause 30.3*.

30.5 Censure or removal to be notified

The censure or removal of a Director in accordance with this clause shall, together with reasons, be reported to the Members of the Iwi and Hapū of Te Rohe o Te Wairoa at the next annual general meeting of the Trust following such censure or removal.

30.6 Effect of Removal

A Director removed from office in accordance with *clause 30.3* shall cease to hold office as a Director forthwith and shall not be entitled to be re-elected as a Tātau Tātau Representative of a Kāhui to be a Director (so long as that Kāhui holds Kāhui Beneficial Units in the Trust) for a period of not less than three (3) years following his or her removal.

30.7 Replacement of Director

The removal of a Director in accordance with *clause 30.3* shall give rise to a casual vacancy which shall be filled by the Kāhui that elected that Director.

31 GIFTS OR DONATIONS

31.1 Trustees may accept specific trusts

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

31.2 Specific trusts to be separate

If the Trustees accept a trust for any specific purpose as outlined in *clause 31.1* above they must keep the property subject to such trust and any income derived from it separate from the Trust Assets, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

31.3 Use of specific trust assets

The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees may hold, and the Trustees shall also not use the Trust Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

31.4 Expenses of specific trusts

Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the Trust.

32 RECEIPTS FOR PAYMENTS

32.1 The receipt of payments by the Trustees signed by any person or persons authorised to give receipts on behalf of the Trustees shall be a complete discharge from the Trustees for that payment.

33 AMENDMENTS TO DEED

33.1 Special Resolution required

Subject to *clause 33.2*, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the *Third Schedule*.

33.2 Limitations on Amendment

No amendment shall be made to the Deed which:

- (a) changes the Trust's Purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa;
- (b) changes this *clause 33.2*;
- (c) changes the terms of termination of Trust in accordance with *clause 35*;
- (d) changes the requirement for a Special Resolution (as defined from time to time) in *clause 33.1*;
- (e) changes the membership and beneficiaries of the Trust;
- (f) changes *rule 3.1* of the *Third Schedule* relating to the voting threshold of 75% of the Adult Registered Members; or
- (g) changes the definition of Member of the Iwi and Hapū of Te Rohe o Te Wairoa, Iwi and Hapū of Te Rohe o Te Wairoa Ancestor, Iwi and Hapū of Te Rohe o Te Wairoa Area of Interest, or Iwi and Hapū of Te Rohe o Te Wairoa Claims to make it inconsistent with that set out in the Deed of Settlement and the Settlement Act.

33.3 Consideration of proposals

Every Adult Registered Member may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this *clause 33.3* must be in writing and addressed to the Chairperson at the registered office of the Trust and must be considered by the Trustees at their next available meeting. If the proposal for an amendment to the Deed complies with *clause 33.2* and is objectively reasonable, the Trustees must call a special meeting to consider the proposal.

34 RESETTLEMENT

- 34.1 The Trustees have the power to settle or resettle any or all of the Trust Assets upon trust in any manner in which, in the opinion of the Trustees, is for the advancement or benefit of the present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa. With the exception of a settlement, resettlement or an independence payment being made by the Trustees to or for the benefit of a Beneficial Entity or holder of Units (which shall not require a Special Resolution), any resettlement must be approved by a Special Resolution.

35 TERMINATION OF TRUST BY MEMBERS

Subject to *clause 33.2*:

- (a) the Trust established by this Deed may be terminated or dissolved if the Adult Registered Members have, by Special Resolution, resolved to do so; and

- (b) on the termination or dissolution of this Trust under this clause, the Trust Assets after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa as long as such payment does not offend against the rule against perpetuities to the extent such rule applies to this Trust.

36 PERPETUITIES AND VESTING DAY

- 36.1 The Vesting Day for the Trust is the day that is eighty (80) years less one (1) day after the date of this Deed, that date being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly. On the Vesting Day, the Trustees shall hold the remaining capital and income of the Trust's Assets on trust for the Beneficial Entities in accordance with the number of Kāhui Beneficial Units held by each Beneficial Entity.
- 36.2 If the Settlement Act provides that the rule against perpetuities, and the other rules of law regulated by the Perpetuities Act 1964, are not to apply to the Trust, *clause 36.1* shall be void.

37 ARCHIVING OF RECORDS

- 37.1 **Records to be held for seven years**
All minutes and other records of any proceedings of the Trustees and any Subsidiaries in the Tātau Tātau o Te Wairoa Group shall be held by the Trust and those Subsidiaries for a period of seven (7) years.
- 37.2 **Records to be archived**
At the expiry of seven (7) years the Trustees shall archive the records of the Trust and the Subsidiaries in the Tātau Tātau o Te Wairoa Group for such period as the Trustees consider necessary.
- 37.3 **Records may be retained for longer**
Notwithstanding *clauses 37.1* and *37.2* the Trustees and any of the Subsidiaries within the Tātau Tātau o Te Wairoa Group may hold on to any records for a period exceeding seven (7) years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust or the Subsidiary to which the information relates.

38 DISPUTE RESOLUTION

- 38.1 **Disputes**
In the event that a dispute arises between:
 - (a) any Members of the Iwi and Hapū of Te Rohe o Te Wairoa; or
 - (b) the Trustees and any Members of the Iwi and Hapū of Te Rohe o Te Wairoa,
 regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa or kōrero of the Iwi and Hapū of Te Rohe o Te Wairoa which relates to the Trust then that dispute shall be referred in first instance to the Trustees.
- 38.2 **Notice of Disputes**
 - (a) All disputes referred to the Trustees in accordance with *clause 38.1* shall be submitted to the Trustees by notice in writing and the Trustees shall

acknowledge receipt in writing within ten (10) Working Days of the date of receipt of the notice.

- (b) Upon receipt of the notice the Trustees will contact the affected parties and (if appropriate) assist in convening a hui to resolve the dispute. The Trustees will determine whether the dispute requires further action, including referral to the Kaumātua Council and any relevant Kāhui.

38.3 **Formal reference to Disputes Committee**

If the dispute is not resolved within thirty (30) Working Days of the receipt by the Trustees of written notice of the dispute in accordance with *clause 38.2*, then it shall be referred to a Disputes Committee constituted in accordance with *clauses 38.4* and *38.5*.

38.4 **Disputes Committee to be appointed as required**

There shall not be a permanent Disputes Committee, but the Trustees shall appoint a Disputes Committee:

- (a) on a case by case basis having regard to the precise subject matter of the dispute in question; and
- (b) only after the expiry of the thirty (30) Working Day period referred to in *clause 38.3*.

38.5 **Appointment and composition of Disputes Committee**

A Disputes Committee shall comprise of three (3) individuals who shall be appointed by the Trustees as follows:

- (a) one (1) member of the Kaumātua Council;
- (b) one (1) Adult Registered Member appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such individual cannot also be a Director of the Corporate Trustee or employee of the Trust; and
- (c) one (1) independent (non-Member of the Iwi and Hapū of Te Rohe o Te Wairoa) individual nominated by a president from time to time of the New Zealand Māori Law Society or his or her nominee, such individual to be a barrister or solicitor with 10 or more years' experience or expert with equivalent experience in the relevant field the subject of dispute.

38.6 **Role of Disputes Committee**

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

38.7 **Deliberations of Disputes Committee**

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

38.8 **Notification of Outcome**

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

39 REVIEW OF TRUST DEED

39.1 Review of Trust Deed

No later than five (5) years after the end of the Amendment Date the Trustees shall commission an independent review of the effectiveness of the arrangements set out in this Deed.

39.2 Outcome of review

Following the completion of the review and consideration by the Trustees of the findings of the independent review, the Trustees shall recommend amendments (if any) to this Deed and seek the approval of those amendments by Special Resolution in accordance with the *Third Schedule*.

40 BENEFICIAL ENTITIES

40.1 The Beneficial Entity for each Kāhui shall be as follows:

- (a) for Rongomaiwahine Iwi, a trust to be named Rongomaiwahine Iwi Trust;
- (b) for Ngāti Rākaipaaka, a trust to be named Te Iwi o Rākaipaaka Trust;
- (c) for Ngā Tokorima a Hinemanuhiri, a trust to be named Ngā Tokorima a Hinemanuhiri Trust;
- (d) for Whakakī-Nui-A-Rua, Te Whakakī-Nui-A-Rua Trust;
- (e) for Te Wairoa Tapokorau 1, a trust to be named Te Wairoa Tapokorau Mai Tawhiti Trust;
- (f) for Te Wairoa Tapokorau Whānui, a trust to be named Te Wairoa Tapokorau Whānui Trust; and
- (g) for Te Hononga o Ngā Awa, a trust to be named Te Hononga o Ngā Awa Trust.

41 DEFINITIONS AND INTERPRETATIONS

41.1 Defined Terms

In this Deed, unless the context otherwise requires:

"Adult Member" means a Member of the Iwi and Hapū of Te Rohe o Te Wairoa who is 18 years of age or over;

"Adult Registered Member" means a Member of the Iwi and Hapū of Te Rohe o Te Wairoa identified on the Tātau Tātau o Te Wairoa Register as being 18 years of age or over;

"Ahi Kaa" means a Member of the Iwi and Hapū of Te Rohe o Te Wairoa resident within the Iwi and Hapū of Te Rohe o Te Wairoa Area of Interest;

"Amendment Date" means the date of this amended and restated Deed;

"Annual Plan" means the annual plan of the Trust or a Subsidiary prepared in accordance with this Deed;

"Annual Report" means the annual report of the Tātau Tātau o Te Wairoa Group which is prepared by the Trustees in accordance with *clause 19.1*;

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

"Beneficial Entity" means an entity which represents the interests of a Kāhui as specified in *clause 40.1*;

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

"Chairperson" means the chairperson from time to time of the Trust appointed by the Directors of the Corporate Trustee in accordance with *rule 5* of the *Second Schedule*;

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

"Chief Returning Officer" means the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with *rule 7* of the *Third Schedule*;

"Consolidated Financial Statements" means the consolidated financial statements of the Tātau Tātau o Te Wairoa Group prepared by the Trustees in accordance with *clause 19.1*;

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

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

"Deed" means this deed of trust and includes He Whakamārama and the schedules to this deed;

"Deed of Settlement" means the deed dated 26 November 2016 entered into between representatives of the Iwi and Hapū of Te Rohe o Te Wairoa and the Crown recording the settlement of the Iwi and Hapū of Te Rohe o Te Wairoa Claims;

"Deferred Selection Period" has the meaning set out in the Deed of Settlement;

"Deferred Selection Property" means those properties listed in the *Seventh Schedule*;

"Deputy Chairperson" means the deputy chairperson from time to time of the Trust if one is appointed in accordance of *rule 5* of the *Second Schedule*;

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

- (a) birth;
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the tikanga of the Iwi and Hapū of Te Rohe o Te Wairoa (Māori customary values and practices);

"Director" or **"Director of the Corporate Trustee"** means a director of Tātau Tātau o Te Wairoa Trustee Limited or such other corporate trustee appointed as the Trustee of the Trust from time to time;

"Disputes Committee" means the committee appointed to resolve disputes in accordance with *clause 38.5*;

"Discretionary Charitable Units" means the Units which confer a right to be considered by the Trustees for a discretionary distribution of income or capital from the Trust;

"First Directors" means the directors of Tātau Tātau o Te Wairoa Trustee Limited from the Amendment Date;

"Five Year Strategic Plan" means the five year strategic plan of the Trust or a Subsidiary prepared in accordance with this Deed;

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

"Independence Date" has the meaning set out in *clause 11.5*;

"Independence Request" means a request made by a Beneficial Entity under *clauses 11.1, 11.2 or 11.3*;

"Independence Value" has the meaning set out in *clause 11.5*;

"Independent Beneficial Entity" means a Beneficial Entity that has become independent of the Trust by redeeming its Kāhui Beneficial Units in accordance with *clause 11.5*;

"Initial Period" means the period from the date of this Deed until the earlier of:

- (a) 2 years after the Settlement Date; or
- (b) the date upon which the process set out in *clauses 2.3 and 2.4* is completed;

"Initial Trustees" means those Trustees listed at *clause 3.1*;

"Iwi and Hapū of Te Rohe o Te Wairoa" means:

- (a) the collective group composed of individuals who descend from one or more of the Iwi and Hapū of Te Rohe o Te Wairoa Ancestors;
- (b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph (a), including the following groups:

Rongomaiwahine Iwi – Ngāi Te Rākatō, Ngāti Hikairo, Ngāti Hinewhakāngi (also known as Hinewhata), Ngāti Meke, Ngāti Tama (including Ngāti Ruawharo), Ngāti Tārewa and Ngāti Tū (including Ngāti Takoto).

Ngāti Rākaipaaka – Ngāti Rangī, Ngāi Te Rehu, Ngāi Tamakahu, Ngāi Tureia and Ngāi Te Kauaha/Ngāti Kauaha.

Ngā Tokorima a Hinemanuhiri (also known as Ngāti Hinemanuhiri) – Ngāi Tamaterangi, Ngāti Mākoro, Ngāti Hingāngā, Ngāi Pupuni, Ngāti Pareroa, Ngāti Poa, Ngāi Tamatea, Ngāti Hinetu and Ngāti Mihi.

Whakakī-Nui-A-Rua - Ngā hapū o Whakakī, being Ngāti Hine Te Pairu, Ngāti Hinepua and Ngāi Te Ipu, ngā hapū o Iwitea, being Ngāi Tahu, Ngāti Ruapani, Ngāti Urewera, Ngāti Hinepua, Ngāi Tūpaka, Ngāi Te Kakari, Ngāti Matawhāiti, Ngāti Hikawhare, Ngāi Te Koara, Ngāi Te Rangihauene, Ngāti Hineringa, Ngāti Pukukaraka, Ngāti Pokino, Ngāti Hau, Ngāti Rua, Ngāti Kahina, Ngāti Kipamaro, Ngāti Kakahi, Ngāti Kaituna, Ngāti Patutai, Ngāti Mātuhanga, Ngāi Teki and Ngāi Te Ariari, and Ngā hapū o Ngāmotu, being Kaahu, Te Uri o Te O, Ngā Huka o Tai, Te Aitanga a Puata, Ngāti Mātua, Ngāti Koropī, Ngāi Te Rangituanui, Ngāti Hikatu and Ngāi Tarita.

Te Wairoa Tapokorau 1 - Te Aitanga a Puata, Ngāti Kurupakiaka, Ngāti Tiakiwai, Ngāti Momokore, Ngāti Waiaha, Ngāi Te Rangituanui, Ngāi Taitau, Ngāti Mātangirau, Te Uri o Te O, Ngāi Tauira, Ngāti Matua, Ngāti Tahu, Ngāti Kahu and Ngāti Koropī.

Te Wairoa Tapokorau Whānui – Ngāti Moewhare, Ngāi Te Apatu, Ngāi Tānemitirangi, Iwi Kātea, Ngāi Tauira, Ngāi Te Kapuamātotoru, Ngāti Kuruhiwi, Ngāti Ngakautaweka, Ngāti Pukupepepi, Ngāti Rāhui, Ngāi Tamao, Ngāti Tawarangi and Ngāi Te Aorangi.

Te Hononga o Ngā Awa - Ngāti Hingāngā (also known as Te Aitanga a Pourangahua), Ngāti Hinehika (also known as Ngāti Kōhatu), Ngāti Hinemihi, Ngāti Hikatu, Ngāti Puku, Ngāti Peehi, Ngāti Hinepehinga, the Whaanga whānau and the Hinemanuhiri ki Waipaoa whānau.

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

“Iwi and Hapū of Te Rohe o Te Wairoa Ancestor” means an individual who:

- (a) exercised customary rights by virtue of their being descended from -
 - (i) Rongomaiwahine through her marriage to Tamatakutai;
 - (ii) Rongomaiwahine through her marriage to Kahungunu; or
 - (iii) a recognised ancestor of a group identified in paragraph (b) of the definition of the Iwi and Hapū of Te Rohe o Te Wairoa; and
- (b) exercised customary rights predominantly in relation to the area of interest of the iwi and Hapū of Te Rohe o Te Wairoa any time after 6 February 1840.

“Iwi and Hapū of Te Rohe o Te Wairoa Area of Interest” means the Area of Interest of the Iwi and Hapū of Te Rohe o Te Wairoa as identified and defined in the Deed of Settlement;

“Iwi and Hapū of Te Rohe o Te Wairoa Claims” means historical claims of the Iwi and Hapū of Te Rohe o Te Wairoa against the Crown in respect of the Crown’s breaches of its obligations to the Iwi and Hapū of Te Rohe o Te Wairoa under the Treaty of Waitangi, as identified in the Deed of Settlement;

“**Kāhui**” means the following groupings representing the Iwi and Hapū of Te Rohe o Te Wairoa as further described in the *Fourth Schedule*:

- (a) Rongomaiwahine Iwi (formerly Rongomaiwahine Iwi/Ngāi Te Rākatō);
- (b) Ngāti Rākaipaaka;
- (c) Ngā Tokorima a Hinemanuhiri;
- (d) Whakakī-Nui-A-Rua;
- (e) Te Wairoa Tapokorau 1;
- (f) Te Wairoa Tapokorau Whānui (formerly Te Wairoa Tapokorau 2); and
- (g) Te Hononga o Ngā Awa (formerly The Wairoa-Waikaremoana Māori Trust Board Group);

“**Kāhui Beneficial Unit**” means a Unit conferring an equal interest in the value of the Trust Assets from time to time;

“**Kaumātua Council**” means the Kaumātua Council appointed under *clause 4*;

“**Liabilities**” means debts and other obligations of the Trustees acting in their capacity as Trustees of the Trust payable from the Trust Assets, including all Taxes and duties payable from the Trust, but excluding contingent liabilities (except to the extent the Trustees decide there should properly be an allowance made for them) and any other liabilities and expenses the Trustees so decide;

“**Major Transaction**” in relation to any member of the Tātau Tātau o Te Wairoa Group means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than 25% of the value of the Tātau Tātau o Te Wairoa Group before the acquisition;
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than 25% of the value of the Tātau Tātau o Te Wairoa Group before disposition; or
- (c) a transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than 25% of the value of the Tātau Tātau o Te Wairoa Group before the transaction,

but does not include:

- (d) the satisfaction of one or more Independence Requests;
- (e) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge overall or substantially all of the Trust Assets (whether the Trust Assets are held by the Trust or any other member of the Tātau Tātau o Te Wairoa Group);
- (f) any acquisition of Property by a member of the Tātau Tātau o Te Wairoa Group from any member of the Tātau Tātau o Te Wairoa Group; or

- (g) any disposition of Property by a member of the Tātau Tātau o Te Wairoa Group to any member of the Tātau Tātau o Te Wairoa Group;

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than 25% of the value of the assets of the Tātau Tātau o Te Wairoa Group for the purpose of securing the repayment of money or the performance of an obligation;

"Member of the Iwi and Hapū of Te Rohe o Te Wairoa" means an individual referred to in paragraph (a) of the definition of the Iwi and Hapū of Te Rohe o Te Wairoa;

"Net Asset Value" means the current net asset of the Trust Assets as determined from time to time in accordance with *clause 9.1* of this Deed;

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

"Provisional Vote" means a vote cast pursuant to *rule 8.3* of the *Third Schedule*;

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

"RFR land" means the land set out in the *Eighth Schedule*;

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

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

"Settlor" means Te Tira Whakaemi o Te Wairoa;

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

"Statements of Intent" means the statements of intent prepared by a Subsidiary in accordance with *clause 20.1*;

"Subsidiaries" or **"Subsidiary"** means any entity or trust that is wholly owned or controlled directly by the Trust and, for the avoidance of doubt, includes Tātau Tātau o Te Wairoa Commercial Limited;

"Tātau Tātau Representative" means an individual elected or co-opted by a Kāhui to be a Director of the Corporate Trustee;

"Tātau Tātau o Te Wairoa Group" means the Trust and its Subsidiaries (if any);

"Tātau Tātau o Te Wairoa Register" means the register of Members of the Iwi and Hapū of Te Rohe o Te Wairoa that is to be maintained by the Trustees in accordance with the *First Schedule* to this Deed;

"Trust" means the trust created by this Deed which is to be called the Tātau Tātau o Te Wairoa Trust;

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

"Trust's Purpose" means the purpose set out in *clause 1.3*;

"Trustee" or **"Trustees"** means the trustee or trustees of the Trust from time to time and includes the Initial Trustees and a sole corporate trustee if applicable;

"Unanimous Decision" means a unanimous decision of all of Directors of the Corporate Trustee;

"Units" means the interest of the beneficiaries under the Trust;

"Unit Register" means the register established for the purpose of recording who the Units are held by;

"Unit Value" has the meaning attributed in *clause 9.4*; and

"Working Day" means any day on which registered banks are open for business in Hawkes Bay.

41.2 **Interpretation**

In this Deed, unless the context otherwise requires:

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

EXECUTION BLOCKS FOLLOW

FIRST SCHEDULE - TĀTAU TĀTAU O TE WAIROA MEMBERSHIP REGISTER

1 TRUST TO KEEP REGISTER

1.1 Trust to maintain register

The Trustees shall administer and maintain the Tātau Tātau o Te Wairoa Register which is a register of Members of the Iwi and Hapū of Te Rohe o Te Wairoa.

1.2 Register to comply with this Schedule

The Tātau Tātau o Te Wairoa Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

2 CONTENTS OF REGISTER

2.1 Register to contain Members' details

The Tātau Tātau o Te Wairoa Register shall record in respect of each Adult Registered Member, the full name, date of birth, postal address, email address and the Kāhui each Adult Registered Member is registered with.

2.2 Beneficiary Identification Number

The Trustees will allocate a beneficiary identification number to each Adult Registered Member. The Trustees will, immediately after allocation, notify the relevant Adult Registered Member of his or her beneficiary identification number.

3 APPLICATIONS FOR REGISTRATION

3.1 Form of applications

All applications for registration as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa must be made in writing or by electronic means (if available) to the Trustees in the application form approved from time to time by the Trustees. The application must contain:

- (a) the full name, date of birth, postal and email address of the applicant;
- (b) the name of all Kāhui to which the applicant claims affiliation, including the name/s of the Kāhui the applicant wishes to be registered with;
- (c) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa and a member of the Kāhui to which the applicant claims to affiliate in terms of paragraph (b) of this rule, including details of the whakapapa connection of the applicant to the Iwi and Hapū of Te Rohe o Te Wairoa and the relevant Kāhui;
- (d) the Marae, Hapū and Iwi to which the applicant affiliates; and
- (e) that the applicant agrees that his or her details on the Tātau Tātau o Te Wairoa Register will be available to the relevant Kāhui and Marae to which the applicant claims to affiliate, in accordance with *rule 5.5* of this Schedule.

3.2 Applications to be made by

An application for registration as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa may be made by:

- (a) Members of the Iwi and Hapū of Te Rohe o Te Wairoa who are 18 years of age or older, on their own behalf or by their legal guardian; or

- (b) other Members of the Iwi and Hapū of Te Rohe o Te Wairoa who are under the age of 18 years, by their parent or legal guardian on their behalf.

4 DECISIONS AS TO MEMBERSHIP

4.1 Kāhui Membership Committees

The Directors shall organise for their respective Kāhui to establish a Kāhui Membership Committee from time to time to make decisions on all applications made pursuant to *rule 3.1* of this Schedule for registration as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa.

4.2 Composition of Membership Committee

A Kāhui Membership Committee shall comprise up to three (3) Adult Registered Members appointed by the representative trustees of the relevant Kāhui, with the expertise and knowledge of the whakapapa of their Kāhui necessary to make determinations regarding membership applications.

4.3 Consideration of applications

All applications for membership pursuant to *rule 3.1* of this Schedule together with any supporting evidence shall be forwarded by the Trustees to the relevant Kāhui Membership Committee.

4.4 Decisions to be made on applications

Upon receipt of an application for membership in accordance with *rule 3.1* of this Schedule the Kāhui Membership Committee shall consider the application and shall make a decision as to whether or not the applicant should be registered as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa.

4.5 Successful applicants to be notified and registered

In the event that the Kāhui Membership Committee decides that the application should be accepted then such decision shall be notified in writing to the Trustees, who shall in turn notify the applicant and enter the applicants name and other relevant details (inducing beneficiary identification number in accordance with *rule 2.2* of this Schedule) in the appropriate part of the Tātau Tātau o Te Wairoa Register.

4.6 Notification to unsuccessful applicants

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

4.7 Unsuccessful applicant may reapply

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Kāhui Membership Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one (1), any previous application) as to the applicant's status as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa.

5 MAINTENANCE OF REGISTER

5.1 Trustees to establish policies

The Trustees shall take such steps and institute such policies as are necessary to ensure that the Tātau Tātau o Te Wairoa Register is maintained in a condition that is

as up to date, accurate and complete as possible in recording Members of the Iwi and Hapū of Te Rohe o Te Wairoa.

5.2 Assistance in identifying membership

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

5.3 Responsibility of Members of the Iwi and Hapū of Te Rohe o Te Wairoa

Notwithstanding *rule 1.1* of this Schedule it shall be the responsibility of each person who is a Member of the Iwi and Hapū of Te Rohe o Te Wairoa (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the Tātau Tātau o Te Wairoa Register and that his or her address details for the time being are provided and updated. Any Member of the Iwi and Hapū of Te Rohe o Te Wairoa may choose to terminate their registration of membership of the Iwi and Hapū of Te Rohe o Te Wairoa, by notifying the Trustees in writing.

5.4 Consequences of registration

Registration of any person on the Tātau Tātau o Te Wairoa Register as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa shall be conclusive evidence of that person's status as a Member of the Iwi and Hapū of Te Rohe o Te Wairoa and of the relevant Kāhui.

5.5 Information available to Kāhui and Marae

The Trustees may provide to a Kāhui or Marae the details of registered Members who are affiliated with that Kāhui or Marae and Kāhui or Marae that receive such information may only use that information for purposes in connection with the Kāhui or Marae.

SECOND SCHEDULE - PROCEEDINGS OF TRUSTEE MEETINGS

1 TRUSTEE MEETINGS

- 1.1 The Trustee shall ensure that all meetings of its Directors shall be run in accordance with this Schedule.

2 DIRECTORS TO REGULATE MEETINGS

- 2.1 The Directors shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Directors meet no less than four (4) times a year. A majority of the Directors may at any time by notice in writing to the Trustee summon a meeting of the Directors and the Directors shall take such steps as are necessary to convene such meeting.

3 NOTICE OF MEETING

3.1 Notice to Directors

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Director at least ten (10) Working Days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from New Zealand unless that Director has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Directors who were not present when the meeting was adjourned.

3.2 Content of notice

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

3.3 Waiver of notice

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

3.4 Meeting limited to notified business

Subject to *rule 3.3* of this Schedule, no business shall be transacted at any meeting of Directors other than the business expressly referred to in the notice calling the meeting.

3.5 Deficiency of notice

Subject to *rule 3.4* of this Schedule, no deficiency in the giving of notice for any meeting of Directors shall otherwise invalidate such meeting or the proceedings at such meeting.

4 QUORUM

- 4.1 A majority of Directors then in office shall constitute a quorum at meetings of the Trustee.

5 CHAIRPERSON AND DEPUTY CHAIRPERSON

5.1 Directors to appoint

The Directors shall appoint one (1) of their number to be Chairperson, and (at their discretion) one (1) to be Deputy Chairperson.

5.2 Voting on appointment

Where there is more than one (1) candidate for Chairperson (or as the case may be Deputy Chairperson) then a vote will be taken and the person receiving the most votes in favour of his or her appointment will become Chairperson (or Deputy Chairperson).

5.3 Termination of office

The Chairperson (or Deputy Chairperson) will cease to hold office in the event that he or she resigns from that office, ceases to be a Director or is removed from office by the Directors passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further appointment in accordance with *rule 5.1* of this Schedule shall be held for the position.

6 PROCEEDINGS AT MEETINGS

6.1 Decisions by majority vote

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

6.2 Chairperson

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

6.3 Vacancies

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

6.4 Defects of appointment

All acts done by any meeting of the Directors appointed under this Deed shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Director, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

6.5 Unruly meetings

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

7 WRITTEN RESOLUTIONS

7.1 A written resolution signed by all the Directors shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Directors. Such a resolution may be signed in counterparts, provided that,

resolutions that are multi-paged or that refer to supporting documents shall also be initialled by the Directors page by page.

8 **MINUTES**

8.1 **Minutes to be kept**

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

8.2 **Minutes to be evidence of proceedings**

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

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

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

9 **TELECONFERENCE MEETINGS**

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

- (a) All of the Directors or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a teleconference meeting and to be linked for the purposes of such a meeting. Notice of a teleconference meeting may be given on the telephone.
- (b) Throughout the teleconference meeting each participant must be able to hear each of the other participants taking part.
- (c) At the beginning of the teleconference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part.
- (d) A participant may not leave the teleconference meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent.
- (e) A participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference meeting unless he or she leaves the meeting with the chairperson's express consent.
- (f) A minute of the proceedings at a teleconference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting.

10 **INDIVIDUAL TRUSTEES INSTEAD OF A CORPORATE TRUSTEE**

- 10.1 If there are individual Trustees then references in this Schedule to Directors shall be read as if they were references to Trustees.

THIRD SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTION

1 THIS SCHEDULE TO APPLY

1.1 A Special Resolution to-

- (a) approve a Major Transaction in accordance with *clause 1.7*; or
- (b) amend this Deed in accordance with *clause 33*; or
- (c) approve a resettlement in accordance with *clause 34*; or
- (d) terminate the Trust in accordance with *clause 35*; or
- (e) approve a recommendation from the Initial Trustees on the ownership arrangements for the Trust Assets and representation arrangements for the Trust,

shall only be passed as set out in this Schedule.

2 POSTAL VOTING AND SPECIAL MEETING

- 2.1 Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the special meeting held for the purpose of considering the Special Resolution, or by post.

3 VOTING

- 3.1 In order for a Special Resolution to be passed it must receive the approval of not less than 75% of Adult Registered Members who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

4 SPECIAL MEETING REQUIRED

- 4.1 A special meeting must be called for the purposes of considering one (1) or more Special Resolutions. No other business may be transacted at such special meeting.

5 NOTICE

5.1 Notice of special meeting

The Trustees shall give not less than fifteen (15) Working Days' notice of the date, time and place of the special meeting called for the purposes of considering any Special Resolution.

5.2 Method of giving notice

Notice of a special meeting called for the purposes of considering a Special Resolution shall be given by:

- (a) post (including by electronic form where available) to all Adult Registered Members at the last address shown for each such Adult Registered Member on the Tātau Tātau o Te Wairoa Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address;
- (b) inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers

circulating in regions where the Trustees consider that a significant number of Members of the Iwi and Hapū of Te Rohe o Te Wairoa reside; and

(c) such other means as the Trustees may determine.

5.3 **Content of notice to members**

All notices given in accordance with *rule 5.2(a)* of this Schedule shall contain:

- (a) the date, time and place of the special meeting called for the purposes of considering the Special Resolution;
- (b) details of the proposed Special Resolution;
- (c) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- (d) details of the procedure to be followed in making a postal vote or a vote by electronic means where available, including the date voting closes;
- (e) a statement that postal votes may either be delivered to the Chief Returning Officer at the special meeting, or posted or by electronic means; and
- (f) a voting form. The voting form can be sent via postal voting and electronic means. If the voting form is sent via electronic means the voting form must also contain sufficient information to verify the voter and the voting documents issued to that voter pursuant to *rule 6.1* of this Schedule.

5.4 **Content of advertisement:**

All advertisements published in accordance with *rule 5.2(b)* of this Schedule shall contain the matters referred in *rules 5.3(a)* and *5.3(b)* of this Schedule together with details of how and where any further information can be obtained.

6 **POSTAL VOTING**

6.1 **Other details to accompany vote**

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

6.2 **Timing of Postal Votes**

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

6.3 **Postal Votes may be received at the special meeting**

Voting forms may be delivered to the Chief Returning Officer at the special meeting, rather than being posted or sent by electronic means.

7 **APPOINTMENT OF CHIEF RETURNING OFFICER**

7.1 **Appointment of Chief Returning Officer**

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

Returning Officer as set out in this Deed, including, to avoid doubt, *rules 7.2 to 8.3* of this Schedule.

7.2 Chief Returning Officer to receive voting forms

Voting forms must be addressed to the Chief Returning Officer.

7.3 Chief Returning Officer to be present at special meeting

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

7.4 Eligibility to Vote

Those eligible to vote on a special resolution are:

- (a) those Adult Members recorded in the Tātau Tātau o Te Wairoa Register as an Adult Registered Member on the closing day for voting; and
- (b) subject to *rule 7.5(b)* of this Schedule, any other Adult Member who has on or before the closing date for voting provided to the Chief Returning Officer an application form for registration which complies with *rule 3.1* of the *First Schedule*.

7.5 Only one vote to be cast

The Chief Returning Officer must:

- (a) ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member; and
- (b) where any Provisional Vote is cast pursuant to *rule 7.4(b)* of this Schedule, before counting that Provisional Vote, consult with the relevant Kāhui Membership Committee to ensure that the person casting the vote is eligible to be registered on the Tātau Tātau o Te Wairoa Register as an Adult Registered Member.

7.6 Recording of votes

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

8 COUNTING OF VOTES

8.1 All votes to be counted

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

8.2 Certification and notifying result

Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution and communicate the result to the Directors of the Corporate Trustee.

8.3 Provisional Votes

Where, in respect of any Special Resolution, one (1) or more Provisional Votes has been cast:

- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the Special Resolution, the Chief Returning Officer may not certify the result

of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to *rule 7.5(b)* of this Schedule and any valid Provisional Vote have been counted; or

- (b) if the validity or otherwise of the Provisional Votes will not affect the result of the Special Resolution, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional votes has not been confirmed pursuant to *rule 7.5(b)* of this Schedule and the Provisional Votes have not been counted.

9 PROCEEDINGS AT SPECIAL MEETING

- 9.1 Except as otherwise set out in this Schedule, the provisions of *clause 23* of the Deed shall apply to the holding of any special meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.

FOURTH SCHEDULE - KĀHUI

Rongomaiwahine Iwi – Ngāi Te Rākatō, Ngāti Hikairo, Ngāti Hinewhakāngi (also known as Hinewhata), Ngāti Meke, Ngāi Tama (including Ngāti Ruawharo), Ngāi Tārewa and Ngāi Tū (including Ngāi Takoto).

Ngāti Rākaipaaka – Ngāti Rangī, Ngāi Te Rehu, Ngāi Tamakahu, Ngāi Tureia and Ngāi Te Kauaha/Ngāti Kauaha.

Ngā Tokorima a Hinemanuhiri (also known as Ngāti Hinemanuhiri) – Ngāi Tamaterangi, Ngāti Mākorō, Ngāti Hingāngā, Ngāi Pupuni, Ngāti Pareroa, Ngāti Poa, Ngāi Tamatea, Ngāti Hinetu and Ngāti Mihi.

Whakakī-Nui-A-Rua - Ngā hapū o Whakakī, being Ngāti Hine Te Pairu, Ngāti Hinepua and Ngāi Te Ipu, ngā hapū o Iwitea, being Ngāi Tahu, Ngāti Ruapani, Ngāti Urewera, Ngāti Hinepua, Ngāi Tūpaka, Ngāi Te Kakari, Ngāti Matawhāiti, Ngāti Hikawhare, Ngāi Te Koara, Ngāi Te Rangihauene, Ngāti Hineringa, Ngāti Pukukaraka, Ngāti Pokino, Ngāti Hau, Ngāti Rua, Ngāti Kahina, Ngāti Kipamaro, Ngāti Kakahi, Ngāti Kaituna, Ngāti Patutai, Ngāti Mātuhanga, Ngāi Teki and Ngāi Te Ariari, and Ngā hapū o Ngāmotu, being Kaahu, Te Uri o Te O, Ngā Huka o Tai, Te Aitanga a Puata, Ngāti Mātua, Ngāti Koropī, Ngāi Te Rangituanui, Ngāti Hikatu and Ngāi Tarita.

Te Wairoa Tapokorau 1 - Te Aitanga a Puata, Ngāti Kurupakiaka, Ngāti Tiakiwai, Ngāti Momokore, Ngāti Waiaha, Ngāi Te Rangituanui, Ngāi Taitau, Ngāti Mātangirau, Te Uri o Te O, Ngāi Tauira, Ngāti Matua, Ngāti Tahu, Ngāti Kahu and Ngāti Koropī.

Te Wairoa Tapokorau Whānui – Ngāti Moewhare, Ngāi Te Apatu, Ngāi Tānemitirangi, Iwi Kātea, Ngāi Tauira, Ngāi Te Kapuamātotoru, Ngāti Kuruhiwi, Ngāti Ngakautaweka, Ngāti Pukupepepi, Ngāti Rāhui, Ngāi Tamao, Ngāti Tawarangi and Ngāi Te Aorangi.

Te Hononga o Ngā Awa - Ngāti Hingāngā (also known as Te Aitanga a Pourangahua), Ngāti Hinehika (also known as Ngāti Kōhatu), Ngāti Hinemihi, Ngāti Hikatu, Ngāti Puku, Ngāti Peehi, Ngāti Hinepehinga, the Whaanga whānau and the Hinemanuhiri ki Waipaoa whānau.

FIFTH SCHEDULE – KĀHUI BENEFICIAL UNITS

Kāhui	Number of Kāhui Beneficial Units
Rongomaiwahine Iwi	14,285,714
Ngāti Rākaipaaka	14,285,714
Ngā Tokorima a Hinemanuhiri	14,285,714
Whakakī-Nui-A-Rua	14,285,714
Te Wairoa Tapokorau 1	14,285,714
Te Wairoa Tapokorau Whānui	14,285,714
Te Hononga o Ngā Awa	14,285,714

SIXTH SCHEDULE – FORM OF TRANSFER

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer to the "Transferee(s)" named below the Kāhui Beneficial Units specified below subject to the several conditions on which the Kāhui Beneficial Units are now held by the Transferor(s) and the Transferee(s) hereby agrees to accept and hold the Kāhui Beneficial Units subject to the conditions aforesaid:

Number and full description of units	[x] Kāhui Beneficial Units					
TRANSFER FROM Transferor(s) Name(s)	[Name of Trustee], [Name of Trustee] and [Name of Trustee] as Trustees of [Name of Beneficial Entity]					
CONSIDERATION (Words and Figures)	\${x}					
TRANSFER TO Transferee(s) Name(s)	[Name of Trustee], [Name of Trustee] and [Name of Trustee] as Trustees of [Name of Beneficial Entity]					
THIS UNIT TRANSFER IS DATED the _____ day of _____ 20____						
[Name of Beneficial Entity]		Transferor				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">_____ [Name of Trustee]</td> <td style="width: 50%; text-align: center;">_____ [Name of Trustee]</td> </tr> <tr> <td style="width: 50%; text-align: center;">_____ [Name of Trustee]</td> <td style="width: 50%; text-align: center;">_____ [Name of Trustee]</td> </tr> </table>			_____ [Name of Trustee]	_____ [Name of Trustee]	_____ [Name of Trustee]	_____ [Name of Trustee]
_____ [Name of Trustee]	_____ [Name of Trustee]					
_____ [Name of Trustee]	_____ [Name of Trustee]					
[Name of Beneficial Entity]		Transferee				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">_____ [Name of Trustee]</td> <td style="width: 50%; text-align: center;">_____ [Name of Trustee]</td> </tr> <tr> <td style="width: 50%; text-align: center;">_____ [Name of Trustee]</td> <td style="width: 50%; text-align: center;">_____ [Name of Trustee]</td> </tr> </table>			_____ [Name of Trustee]	_____ [Name of Trustee]	_____ [Name of Trustee]	_____ [Name of Trustee]
_____ [Name of Trustee]	_____ [Name of Trustee]					
_____ [Name of Trustee]	_____ [Name of Trustee]					

Note:

Each and every trustee of each Beneficial Entity must sign the Form of Transfer.

SEVENTH SCHEDULE – KĀHUI WITH INTERESTS IN DEFERRED SELECTION PROPERTIES

Deferred Selection Properties	PROPERTY	KAHUI INTERESTS
Six Months	Te Reinga Site (Former School) PF 1894 2.0235ha being Part Mangapoike 2A2 Computer Freehold Register 265799 0.1315ha being Part Mangapoike 2A2 Computer Freehold Register 265795	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
Six Months	Te Reinga Site (Former School House) PF 1895 0.5746ha being Sections 6 & 8 Mangapoike 2A2. Computer Freehold Register 270182	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
Two Years	Wharekopae/Pembroke Roads Wharekopae PF 882 1.2140ha being Section 7 Block IX Ngatapa Survey District. Computer Freehold Register GS6B/887	Ngā Tokorima a Hinemanuhiri
Two Years	10 Mackley Street, Wairoa PF 925 0.0830ha being Lot 4 DP 14581. Computer Freehold Register HBK2/739	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
Two Years	Cnr Kaimoana Street&Airport Road, Wairoa PF 928 0.0870 ha being Lot 2 DP 22517. Computer Freehold Register HBP2/622	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
Two Years	17 Otoko School Road, Otoko PF 1214 2.4715 ha being Section 13 Block IV Ngatapa Survey District, Lot 1 DP 9501 and Lot 7 DP 2306 Computer Freehold Register GS6C/894	Ngā Tokorima a Hinemanuhiri
Two Years	Ruapapa Road, Ardkeen PF 1499 1.2115 ha being Section 20S Ardkeen Settlement Computer Freehold Register 183383	Ngā Tokorima a Hinemanuhiri

Two Years	Ngati Rangi Street, Nuhaka PF 1816 0.1011 ha being Section 1 SO 9637. All Transfer 8902394.2. Subject to Survey	Ngāti Rākaipaaka
Two Years <i>To be valued separately by both parties with two valuations. One for land, one for forest.</i>	Mahia East Coast Road PF 1856 524.4585ha being Lots 1, 2 and 3 DP 23976. All Transfer 9249187.1	Rongomaiwahine Iwi
Two Years	5 Scott Street, Wairoa PF 692 0.1011 ha being Section 1 SO 9480. Part Gazette Notice 614656.1	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
Two Years	7 Scott Street, Wairoa PF 693 0.1013 ha being Section 2 SO 9480 Part Gazette Notice 614656.1	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
Two Years	9 Scott Street, Wairoa PF 694 0.1013 ha being Section 3 SO 9480 Part Gazette Notice 614656.1	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

Two Years	29 & 31 Scott Street, Wairoa PF 695 0.20 ha being Lots 27 & 28 DP 57 Computer Freehold Register HBL3/889 Limited as to parcels. Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
Two Years	27-35 Kitchener Street, Wairoa PF 783 0.1012 ha being Lot 3 DP 18315 Part Transfer 698772.2 0.5059 ha being Lot 4 DP 13446 Computer Freehold Register HBE4/1289	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
Two Years	Cnr Paul Street & Queen Street, Wairoa PF 1163 0.17 ha being Part Lot 1 DP 1839, Part Lot 2 DP 9153 and Part Town Section 360	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

	Clyde. All Gazette Notice 594604.1. Limited as to parcels. Subject to Survey.	
Two Years	East end of Ormond Drive, Opoutama PF 1332 4.3400 ha being Section 35 Block III Mahanga Survey District. All Gazette Notice 709317.1	Rongomaiwahine Iwi
Two Years	1500 – 1105–1117 Nuhaka Opoutama Road, Opoutama 1.6956 ha being Section 1 SO 351224 Computer Freehold Register 219158	Rongomaiwahine Iwi
Two Years	596 State Highway 2 ex Turiroa School, Wairoa PF 1543 2.2713 ha being Lot 1 Agriculture Section 3 Turiroa Computer Freehold Register 208619	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
Two Years	158 Carroll Street, Wairoa (SH38) PF 1633 2.6737 ha being Lot 2 DP 390414. Computer Freehold Register 362719	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
Two Years	103 Huramua (<i>Huramua</i>) Road, Wairoa PF 1892 42.6539 ha being Lot 12 DP 8981 Computer Freehold Register HBC1/1280	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui
Two Years	207 Awamate Road, Wairoa PF 1893 26.4487 ha being Lot 3 DP 8981 Computer Freehold Register HBC1/1271 16.4201 ha being Lot 4 DP 8981 Computer Freehold Register HBC1/1272	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui
18 Months	Mangapahi Road, Mangapoike (11306) 1097.1885 ha being Section 1 SO 8542 Computer Freehold Register GS6A/808	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
Two Years	146 McLean Street, Wairoa PF 696 0.1015 ha being Section 5 SO 9480 Part Gazette Notice 614656.1	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

EIGHTH SCHEDULE – KĀHUI WITH INTERESTS IN RIGHTS OF FIRST REFUSAL

Rights of First Refusal	PROPERTY	KAHUI INTERESTS
174 Years Department of Conservation	80305 – Erepeti Scenic Reserve 49.7763 ha being Section 1 Block XIIA Tuahu Survey District All Gazette 1905, p1919	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
2	80358 – Huramua Nature Reserve 0.2517 ha being Lots 1 and 2 DP 6318 Computer Freehold Register HBK/1193	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui
3	80359 – Jobson Swamp Wildlife Reserve 6.7538 ha being Block 15, Kopuawhara Crown Grant District All Gazette Notice 367003.1	Rongomaiwahine Iwi
4	80375 – Long Point Conservation Area 0.5500 ha being Rural Section 43 Mahia	Rongomaiwahine Iwi
5	80370 – Kumi Pakarae Conservation Area 254.3607 ha being Lots 4, 5 and 6 DP 8027 Part Gazette 1985, p1658 9.7089 ha being Lots 2, 3, 4, 5 and 8 DP 22114 Part Gazette 1985, p1658	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

6	80378 – Mahia Esplanade Reserve 8.7800 ha being Rural Section 40 Mahia Computer Freehold Register HBL1/659	Rongomaiwahine Iwi
7	80380 – Mahia Peninsula Scenic Reserve 373.7955 ha being Lots 1 & 2 DP 8528, Lots 1 & 4 DP 6009, Lot 1 DP 17776 and Lot 1 DP 17799 Computer Freehold Register HBJ1/1273	Rongomaiwahine Iwi
8	80389 – Mangaone Caves Historic Reserve	Ngāti Rākaipaaka

	1.3563 ha being Section 3 Block XVIII Nuhaka North Survey District Gazette Notice 349888.2	
9	80396 – Mangatahae Conservation Area 1.3563 ha being Sections 1 & 2 Block VIII Tuahu Survey District Part Gazette 1905, p2765	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
10	80422 – Morere Recreation Reserve 0.2656 ha being Lot 12 DP 5368 and Section 84 Block XV Nuhaka Survey District Computer Freehold Register HBL1/1244	Ngāti Rākaipaaka Rongomaiwahine Iwi

11	80423 – Morere Springs Scenic Reserve 362.1788 ha being Section 35 SO 6591, Section 37 SO 6342, Section 80 SO 8057, Section 36 SO 6641, Section 21 and Part Sections 11 & 14 SO 1800 Computer Freehold Register HBJ4/626 1.3807 ha being Lot 1 DP 19799 Computer Freehold Register HBL4/411	Ngāti Rākaipaaka Rongomaiwahine Iwi
12	80434 – Ngamotu Lagoon Wildlife Reserve 101.2726 ha being Section 2 Block VI Clyde Survey District Gazette Notice 242488	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
13	80459 – Opoutama Sections Conservation Area 10.6264 ha being Sections 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 and Part Section 40 Block III Mahanga Survey District Gazette 1958, p1082	Rongomaiwahine Iwi
14	80460 – Opoutama Stock Reserve 0.8094 ha being Section 20 Block III Mahanga Survey District Part Gazette 1922, p3112	Rongomaiwahine Iwi

15	80710 – Otoki Wildlife Reserve	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua
----	--------------------------------	--

	0.7186 ha being Lot 1 DP 324372 Computer Freehold Register 98449 9.3830 ha being Lot 3 DP 324372 Computer Freehold Register 98451 39.4806 ha being Part Whakaki 1 Computer Freehold Register HBE3/889	
16	80588 – Te Reinga Scenic Reserve 15.6815 ha being Section 1 Block II and Section 5 Block VI Opoiti Survey District Part Gazette 1912, p1612	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
17	80653 – Whakamahi Lagoon Wildlife Reserve 136.9427 ha being Part Section 2 Block V Clyde Survey District. Computer Freehold Register HMB3/248 2.3478 ha being Part Section 3R SO 3991 and Section 4R SO 3991 Computer Freehold Register HBM3/249	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
18	80696 – Wairoa River No1 Marginal Strip 0.6900 ha being Section 1 SO 8364	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
19	80697 – Wairoa River No2 Marginal Strip 0.4047 ha being Section 6 Block XVI Taramarama Survey District	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa

20	80719 – Te Reinga Marginal Strip 6.4 ha being Crown Land SO 2392 Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
21	Marginal Strip Waiau 11.5335 ha being Crown Land SO 3621 Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Hononga o Ngā Awa
22	80720 – Ruakituri River Marginal Strips 19.6 ha being Crown Land SO 1405 and Crown Land SO 1648 Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
23	Waiatai Scenic Reserve	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui

	0.3920 ha being Section 26 Block II Clyde Survey District Computer Freehold Register HBK1/1197	Te Wairoa Tapokorau 1
24	Marginal Strip Wairoa River 1.770 ha being Section 2 SO 8364	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
25	Marginal Strip Mangapoike River 6.2700 ha being Section 2 SO 8365	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa

26	Marginal Strip Waiau River 7.0820 ha being Crown Land SO 3621	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Hononga o Ngā Awa
27	Marginal Strip Waiau River 0.3768 ha being Section 53 Ardkeen Settlement	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Hononga o Ngā Awa
28	Marginal Strip Waiau River 6.3535 ha being Section 14 Block XIV Taramarama Survey District	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Hononga o Ngā Awa
29	Marginal Strip Makaretu River 6.6400 ha being Section 7 Block XVI Opoiti Survey District	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Hononga o Ngā Awa
30	Marginal Strip Mangaone Stream 3.3000 ha being Section 12 Block XIII Nuhaka North Survey District	Ngā Tokorima a Hinemanuhiri
31	Marginal Strip Mangaone Stream 4.8070 ha being Part Section 13 Block XIII Nuhaka North Survey District	Ngā Tokorima a Hinemanuhiri
32	Marginal Strip Mangaone Stream 0.2610 ha being Section 14 Block XIII Nuhaka North Survey District	Ngā Tokorima a Hinemanuhiri

33	Marginal Strip Wairoa River 0.3035 ha being Section 7 Block XVI Taramarama Survey District	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
34	Marginal Strip Tutaekuri River 3.9000 ha being Section 10 Block XIX Taramarama Survey District	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Hononga o Ngā Awa
35	Marginal Strip Tunanui River 0.211 ha being Section 109 Block XV Nuhaka North Survey District	Ngāti Rākaipaaka Rongomaiwahine Iwi
36	Marginal Strip Tunanui River 0.1005 ha being Section 20 Block XIX Nuhaka North Survey District	Ngāti Rākaipaaka Rongomaiwahine Iwi
37	Marginal Strip Tunanui River 0.0305 ha being Section 21 Block XIX Nuhaka North Survey District	Ngāti Rākaipaaka Rongomaiwahine Iwi
38	Marginal Strip Wairoa River 1.0125 ha being Section 33 Block I Clyde Survey District	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
39	Marginal Strip Wairoa River 0.4125 ha being Section 34 Block I Clyde Survey District	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

40	Marginal Strip Waikokopu Stream 0.6275 ha being Section 25 Block X Nuhaka Survey District	Ngāti Rākaipaaka Rongomaiwahine Iwi
41	Marginal Strip Waikokopu Stream 0.3680 ha being Section 26 Block X Nuhaka Survey District	Ngāti Rākaipaaka Rongomaiwahine Iwi
42	Marginal Strip Waikokopu Stream	Ngāti Rākaipaaka Rongomaiwahine Iwi

	0.1060 ha being Section 27 Block X Nuhaka Survey District	
43	Marginal Strip Waitaniwha Bay 2.1650 ha being Section 29 Block X Nuhaka Survey District	Ngāti Rākaipaaka Rongomaiwahine Iwi
44	Marginal Strip Mokotahi 1.9120 ha being Section 45 Block V Mahanga Survey District	Rongomaiwahine Iwi
45	Marginal Strip Portland Island 6.8700 ha being Section 3 Block XI Mahia Survey District Part Gazette 1983, p864	Rongomaiwahine Iwi
46	Marginal Strip Kinikini (Parcel ID 4221313) 1.61 ha being Crown Land situated in Block VIII Mahia Survey District Subject to Survey	Rongomaiwahine Iwi

Rights of First Refusal 174 Years Housing New Zealand 47	HSM0001240 – Wairoa 0.1012 ha being Section 608 SO 9437 Computer Freehold Register HBC1/1313	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
48	HSS0020203 – Wairoa 0.0677 ha being Lot 1 DP 8125 Computer Freehold Register HBK1/499	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
49	HSS0020204 – Wairoa 0.0664 ha being Lot 12 DP 8125 Computer Freehold Register HBK1/496	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
50	HSS0020206 – Wairoa 0.0782 ha being Lot 26 DP 8127 Computer Freehold Register HBP1/1147	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
51	HSS0020207 – Wairoa	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

	0.0859 ha being Lot 28 DP 8127 Computer Freehold Register HBP1/1149	
52	HSS0020220 – Wairoa 0.0801 ha being Lot 32 DP 8127 Computer Freehold Register HBP1/1162	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
53	HSS0020341 – Wairoa 0.0930 ha being Lot 6 DP 8181 Computer Freehold Register HBP1/880	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

54	HSS0020342 – Wairoa 0.1007 ha being Lot 5 DP 8181 Computer Freehold Register HBP1/879	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
55	HSS0020367 – Wairoa 0.0765 ha being Lot 4 DP 8183 Computer Freehold Register HBJ4/214	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
56	HSS0020453 – Wairoa 0.0695 ha being Lot 20 DP 8567 Computer Freehold Register HBJ2/5	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
57	HSS0020454 – Wairoa 0.0948 ha being Lot 21 DP 8567 Computer Freehold Register HBJ2/6	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
58	HSS0020456 – Wairoa 0.1069 ha being Lot 29 DP 8567 Computer Freehold Register HBJ2/11	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
59	HSS0020457 – Wairoa 0.0876 ha being Lot 30 DP 8567 Computer Freehold Register HBJ2/12	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
60	HSS0020464 – Wairoa 0.0670 ha being Lot 12 DP 8567 Computer Freehold Register HBJ1/1497	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

61	HSS0020465 – Wairoa 0.0678 ha being Lot 13 DP 8567 Computer Freehold Register HBJ1/1498	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
62	HSS0020466 – Wairoa 0.0832 ha being Lot 14 DP 8567 Computer Freehold Register HBJ1/1499	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
63	HSS0020471 – Wairoa 0.0892 ha being Lot 16 DP 8567 Computer Freehold Register HBJ2/1	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
64	HSS0020472 – Wairoa 0.0769 ha being Lot 17 DP 8567 Computer Freehold Register HBJ2/2	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
65	HSS0020625 – Wairoa 0.0896 ha being Lot 6 DP 8813 Computer Freehold Register HBE3/799	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
66	HSS0020626 – Wairoa 0.0927 ha being Lot 7 DP 8813 Computer Freehold Register HBE3/800	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
67	HSS0020749 – Wairoa 0.0888 ha being Lot 2 DP 9984 Computer Freehold Register HBP1/1154	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

68	HSS0020750 – Wairoa 0.1057 ha being Lot 7 DP 9984 Computer Freehold Register HBP1/1158	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
69	HSS0020751 – Wairoa 0.0797 ha being Lot 8 DP 9984 Computer Freehold Register HBP1/1159	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
70	HSS0020752 – Wairoa	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui

	0.0814 ha being Lot 9 DP 9984 Computer Freehold Register HBP1/1160	Te Wairoa Tapokorau 1
71	HSS0020762 – Wairoa 0.0781 ha being Lot 4 DP 9984 Computer Freehold Register HBP1/1155	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
72	HSS0020882 – Wairoa 0.0667 ha being Lot 2 DP 10920 Computer Freehold Register HBK1/310	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
73	HSS00020883 – Wairoa 0.0796 ha being Lot 3 DP 11395 Computer Freehold Register HBK2/469	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
74	HSS0020930 – Wairoa 0.0743 ha being Lot 5 DP 10920 Computer Freehold Register HBK1/313	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

75	HSS0020931 – Wairoa 0.0662 ha being Lot 4 DP 10920 Computer Freehold Register HBK1/312	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
76	HSS0020933 – Wairoa 0.0832 ha being Lot 1 DP 11395 Computer Freehold Register HBK2/467	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
77	HSS0021002 – Wairoa 0.0657 ha being Lot 19 DP 10974 Computer Freehold Register HBM4/139	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
78	HSS0021003 – Wairoa 0.110 ha being Lot 24 DP 10974 Computer Freehold Register HBM4/141	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
79	HSS0021062 – Wairoa 0.0688 ha being Lot 4 DP 10974 Computer Freehold Register HBP1/873	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

80	HSS0021110 – Wairoa 0.0634 ha being Lot 9 DP 11723 Computer Freehold Register HBK2/670	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
81	HSS0021182 – Wairoa 0.0711 ha being Lot 12 DP 12210 Computer Freehold Register HBP1/882	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

82	HSS0021250 – Wairoa 0.0733 ha being Lot 15 DP 12210 Computer Freehold Register HBP1/885	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
83	HSS0021366 – Wairoa 0.0783 ha being Lot 3 DP 15337 Computer Freehold Register HBH1/1022	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
84	HSS0021429 – Wairoa 0.0696 ha being Lot 9 DP 14009 Computer Freehold Register HBH1/705	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
85	HSS0021430 – Wairoa 0.0696 ha being Lot 10 DP 14009 Computer Freehold Register HBH1/706	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
86	HSS0021431 – Wairoa 0.0613 ha being Lot 11 DP 14009 Computer Freehold Register HBH1/707	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
87	HSS0021513 – Wairoa 0.0613 ha being Lot 11 DP 15337 Computer Freehold Register HBH1/1030	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
88	HSS0021514 – Wairoa 0.0923 ha being Lot 8 DP 15337 Computer Freehold Register HBH1/1027	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

89	HSS0021515 – Wairoa	Ngā Tokorima a Hinemanuhiri
----	---------------------	------------------------------------

	0.0593 ha being Lot 10 DP 15337 Computer Freehold Register HBH1/1029	Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
90	HSS0021546 – Wairoa 0.0659 ha being Lot 2 DP 15337 Computer Freehold Register HBH1/1021	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
91	HSS0021579 – Wairoa 0.0674 ha being Lot 18 DP 15337 Computer Freehold Register HBH1/1037	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
92	HSS0021613 – Wairoa 0.0920 ha being Lot 2 DP 15492 Computer Freehold Register HBM2/244	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
93	HSS0021620 – Wairoa 0.0635 ha being Lot 2 DP 16324 Computer Freehold Register HBH1/386	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
94	HSS0021624 – Wairoa 0.1019 ha being Lot 9 DP 8716 Computer Freehold Register HBK1/1309	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
95	HSS0021633 – Wairoa 0.0620 ha being Lot 15 DP 17407 Computer Freehold Register HBK1/1095	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

96	HSS0021641 – Wairoa 0.0883 ha being Lot 31 DP 17406 Computer Freehold Register HBK1/1080	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
97	HSS0021659 – Wairoa 0.0573 ha being Lot 39 DP 17406 Computer Freehold Register HBK1/1088	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
98	HSS0021682 – Wairoa 0.0580 ha being Lot 40 DP 17406 Computer Freehold Register HBK1/1089	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

99	HSS0023480 – Wairoa 0.0635 ha being Lot 3 DP 16324 Computer Freehold Register HBJ1/387	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
100	HSS0026265 – Wairoa 0.0645 ha being Lot 8 DP 17406 Computer Freehold Register HBK1/1072	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
101	HSS0026640 – Nuhaka 0.1012 ha being Lot 7 DP 1955 Computer Freehold Register HB109/286	Ngāti Rākaipaaka
102	HSS0026641 – Nuhaka 0.1392 ha being Lot 2 DP 1955 Computer Freehold Register HBK3/1223	Ngāti Rākaipaaka

103	HSS0026642 – Nuhaka 0.0809 ha being Lot 3 DP 1955 Computer Freehold Register HBK1/1067	Ngāti Rākaipaaka
104	TUD0001039 & TUD0001040 – Wairoa 0.1510 ha being Lot 5 DP 9984 Computer Freehold Register HBP1/1156	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
105	TUS0003530 – Wairoa 0.0506 ha being Lot 1 DP 27127 Computer Freehold Register HBW3/534	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
106	TUS0003531 – Wairoa 0.0730 ha being Lot 2 DP 27127 Computer Freehold Register HBW3/535	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
107	TUS0003570 & TUS0003571 – Wairoa 0.1016 ha being Lot 9 DP 8125 Computer Freehold Register HBK1/493	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
108	TUS0003574 & TUS0003575 – Wairoa	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui

	0.1230 ha being Lot 22 DP 8127 Computer Freehold Register HBP1/1144	Te Wairoa Tapokorau 1
109	TUS0003576 – Wairoa 0.0554 ha being Lot 1 DP 27563 Computer Freehold Register HBW4/343	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

110	TUS0003577 – Wairoa 0.0673 ha being Lot 2 DP 27563 Computer Freehold Register HBW4/344	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
111	TUS0003586 – Wairoa 0.0631 ha being Lot 1 DP 27066 Computer Freehold Register HBW3/401	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
112	TUS0003587 – Wairoa 0.0627 ha being Lot 2 DP 27066 Computer Freehold Register HBW3/402	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
<i>Property for sale on the open market as at 16/10/15 113</i>	TUS0003599 – Wairoa 0.0478 ha being Lot 2 DP 9761 Computer Freehold Register HBP1/981	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
114	TUS0003997 & TUS0003998 – Wairoa 0.1147 ha being Lot 15 DP 15337 Computer Freehold Register HBH1/1034	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
115	TUS0004001 & TUS0004002 – Wairoa 0.1082 ha being Section 854 SO 5361 Computer Freehold Register HBP2/704	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
116	HSS0026844 – Wairoa 0.3958 ha being Town Section 492 Clyde Road and Part Town Sections 490, 491, 619 & 620 Clyde Computer Freehold Register HBD4/748	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

117	HSS0027302 & HSS0027303 – Wairoa	Ngā Tokorima a Hinemanuhiri
-----	----------------------------------	------------------------------------

	0.1790 ha being Lots 9 & 10 DP 12092 Computer Freehold Register HBV1/560	Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
118 Land Information New Zealand	LIPS11356 – Awamate Road, Wairoa 0.7663 ha being Section 11 Block I Clyde Survey District Part Gazette 1956, p1031	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui
119	LIPS11391 – Nuhaka-Opoutama Road, Waikokopu 1.46 ha being Part Waikokopu 3A Block Part Gazette 1922, p2234	Ngāti Rākaipaaka Rongomaiwahine Iwi
120	LIPS11451, 11452, 11453, 11454, 11455, 11486, 11487, 11449 & 11450 – Ormond Street, Wairoa 0.7790 ha being Part Orangitirohia 14B Part Gazette 1927, p 735. Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
121	LIPS 11443 – Kaimoana Street, Wairoa 0.4250 ha being Part Railway. Located on Parcel ID 4242869. Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
122	LIPS11444 – Kaimoana Street, Wairoa 0.2236 ha being Part Railway. Located on Parcel ID 4242869. Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa

123	LIPS11445 – Ormond Street, Wairoa 0.1752 ha being Part Railway. Located on Parcel ID 4242869. Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
124	LIPS11446 – Ormond Street, Wairoa 0.4600 ha being Part Railway. Located on Parcel ID 4242869. Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
125	LIPS11447 – Ormond Street, Wairoa 0.1190 ha being Part Railway. Located on Parcel ID 4242869. Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
126	LIPS11448 – Kaimoana Street, Wairoa	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui

	1.0640 ha being Part Railway. Located on Parcel ID 4242869. Subject to Survey	Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
127	LIPS11482 – Ormond Street, Wairoa 0.3600 ha being Part Railway. Located on Parcel ID 4242869. Subject to Survey	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa
128	LIPS15237 – North Clyde, Wairoa 0.1296 ha being Part Orangitirohia 20 Block Computer Freehold Register HBK2/761	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

Ministry of Justice (OTS) 129	692 – 5 Scott Street, Wairoa 0.1011 ha being Section 1 SO 9480 Part Gazette Notice 614656.1 <i>Also showing in DSP list</i>	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
130	693 – 7 Scott Street, Wairoa 0.1013 ha being Section 2 SO 9480 Part Gazette Notice 614656.1 <i>Also showing in DSP list</i>	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
131	694 – 9 Scott Street, Wairoa 0.1013 ha being Section 3 SO 9480 Part Gazette Notice 614656.1 <i>Also showing in DSP list</i>	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
132	695 – 29 & 31 Scott Street, Wairoa 0.20 ha being Lots 27 & 28 DP 577 Computer Freehold Register HBL3/889 Limited as to parcels. Subject to Survey <i>Also showing in DSP list</i>	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
133	696 – 146 McLean Street, Wairoa 0.1015 ha being Section 5 SO 9480 Part Gazette Notice 614656.1 <i>Also showing in DSP list</i>	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

134	<p>783 – 27-35 Kitchener Road, Wairoa</p> <p>0.5059 ha being Lot 4 DP 13446 Computer Freehold Register HBE4/1289</p> <p>0.1012 ha being Lot 3 DP 18315 Part Transfer 698772.2</p> <p><i>Also showing in DSP list</i></p>	<p>Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1</p>
135	<p>1163 – Cnr Paul Street & Queen Street, Wairoa</p> <p>0.1226 ha being Part Lot 1 DP 1839 and Part Lot 2 DP 9153 Part Gazette Notice 594604.1</p> <p>0.0500 ha Part Town Section 360 Clyde Part Gazette Notice 594604.1 Limited as to parcels. Subject to survey</p> <p><i>Also showing in DSP list</i></p>	<p>Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1</p>
136	<p>1332 – East end of Ormond Drive, Opoutama</p> <p>4.3400 ha being Section 35 SO 3066 All Gazette Notice 709317.1</p> <p><i>Also showing in DSP list</i></p>	<p>Rongomaiwahine Iwi</p>
137	<p>1500 – 1105–1117 Nuhaka Opoutama Road, Opoutama</p> <p>1.6956 ha being Section 1 SO 351224 Computer Freehold Register 219158</p> <p><i>Also showing in DSP list</i></p>	<p>Rongomaiwahine Iwi</p>

138	<p>1522 – 5 Te Maara Street, Nuhaka</p> <p>0.2363 ha being Lot 3 DP 24030 Computer Freehold Register HBV1/1207</p> <p><i>Also showing in DSP list</i></p>	<p>Ngāti Rākaipaaka</p>
139	<p>1543 – 596 State Highway 2 ex Turiroa School, Wairoa</p> <p>2.2713 ha being Lot 1 Agriculture Section 3 Turiroa Computer Freehold Register 208619</p>	<p>Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa</p>

	<i>Also showing in DSP list</i>	
140	<p>1633 – 158 Carroll Street (SH38), Wairoa</p> <p>2.6737 ha being Lot 2 DP 390414 Computer Freehold Register 362719</p> <p><i>Also showing in DSP list</i></p>	<p>Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1</p>
141	<p>1856 – Mahia East Coast Road</p> <p>524.4585 ha being Lots 1, 2 & 3 DP 23976 All Transfer 9249187</p> <p><i>Also showing in DSP list</i></p>	<p>Rongomaiwahine Iwi</p>
142	<p>1892 – 103 Huramua (<i>Huramua</i>) Road, Wairoa</p> <p>42.6539 ha being Lot 12 DP 8981 Computer Freehold Register HBC1/1280</p> <p><i>Also showing in DSP list</i></p>	<p>Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui</p>

143	<p>1893 – 207 Awamate Road, Wairoa</p> <p>26.4487 ha being Lot 3 DP 8981 Computer Freehold Register HBC1/1271</p> <p>16.4201 ha being Lot 4 DP 8981 Computer Freehold Register HBC1/1272</p> <p><i>Also showing in DSP list</i></p>	<p>Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui</p>
144	<p>1894 – 2603 Tiniroto Road, Tiniroto</p> <p>2.0235 ha being Parts Mangapoike 2A2 Computer Freehold Register 265799</p> <p>0.1315 ha being Part Mangapoike 2A2 Computer Freehold Register 265795</p> <p><i>Also showing in DSP list as Te Reinga Site (Former School)</i></p>	<p>Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa</p>
145	<p>1895 – 2589 Tiniroto Road, Tiniroto</p> <p>0.5746 ha being Sections 6 & 8 Mangapoike 2A2 Computer Freehold Register 270182</p>	<p>Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa</p>

	<i>Also showing in DSP list as Te Reinga Site (Former School House)</i>	
--	---	--

NINTH SCHEDULE – KĀHUI WITH INTERESTS IN FORESTS

Forests	PROPERTY	KAHUI INTERESTS
	Patunamu Forest Limited	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau 1 Te Wairoa Tapokorau Whānui Te Hononga o Ngā Awa Whakakī-Nui-A-Rua
	Wharerata Forest Limited	Ngāti Rākaipaaka Rongomaiwahine Iwi Te Wairoa Tapokorau 1 Te Wairoa Tapokorau Whānui Whakakī-Nui-A-Rua

TENTH SCHEDULE – KĀHUI WITH INTERESTS IN CULTURAL REDRESS

	PROPERTY	KAHUI INTERESTS
Vesting & Gift Back	Kumi Pakarae Conservation Area (as shown on deed plan OTS-198-02)	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
	Mahia Peninsula Scenic Reserve (as shown on deed plan OTS-198-03)	Rongomaiwahine Iwi
	Morere Springs Scenic Reserve (as shown on deed plan OTS-198-26)	Ngāti Rākaipaaka Rongomaiwahine Iwi
	Otoki Government Purposes (Wildlife Management) Reserve (as shown on deed plan OTS-198-29)	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua
	Te Reinga Scenic Reserve Property A (as shown on deed plan OTS-198-04)	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa

Overlay Classification	Mahia Peninsula Scenic Reserve (as shown on deed plan OTS-198-05)	Rongomaiwahine Iwi
	Morere Springs Scenic Reserve (as shown on deed plan OTS-198-27)	Ngāti Rākaipaaka Rongomaiwahine Iwi
	Te Reinga Scenic Reserve Property A (as shown on deed plan OTS-198-06)	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
	Wharerata Hill Scenic Reserve (as shown on deed plan OTS-198-07)	Ngāti Rākaipaaka Rongomaiwahine Iwi Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

Statutory Acknowledgements	Hangaroa River and its tributaries	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
	Kumi Pakarae Conservation Area	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1

	Mahia Peninsula Local Purposes (Esplanade) Reserve	Rongomaiwahine Iwi
	Mangaone Caves Historic Reserve	Ngāti Rākaipaaka
	Mangapoike River and its tributaries	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
	Maungawhio Lagoon	Rongomaiwahine Iwi
	Morere Recreation Reserve	Ngāti Rākaipaaka Rongomaiwahine Iwi
	Nuhaka River and its tributaries	Ngāti Rākaipaaka Rongomaiwahine Iwi
	Otoki Government Purposes (Wildlife Management) Reserve	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua

	Panekirikiri Conservation Area	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui
	Portland Island Marginal Strip	Rongomaiwahine Iwi
	Ruakituri River and its tributaries	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
	Te Reinga Scenic Reserve Property B	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
	Waiatai Scenic Reserve	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
	Waiau River and its tributaries within the area of interest	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui
	Waikaretaheke River and its tributaries	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau 1
	Wairoa River and its tributaries	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1 Te Hononga o Ngā Awa

	Un-named Marginal Strip (Waitaniwha)	Ngāti Rākaipaaka Rongomaiwahine Iwi
--	--------------------------------------	--

	Whangawehi Stream and its tributaries	Rongomaiwahine Iwi
--	---------------------------------------	---------------------------

Deeds of Recognition	Mangaone Caves Historic Reserve	Ngāti Rākaipaaka
	Panekirikiri Conservation Area	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui
	Waiatai Scenic Reserve	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
	Un-named Marginal Strip (Waitaniwha)	Ngāti Rākaipaaka Rongomaiwahine Iwi
	Hangaroa River and its tributaries	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
	Mangapoike River and its tributaries	Ngā Tokorima a Hinemanuhiri Whakakī-Nui-A-Rua Te Wairoa Tapokorau Whānui Te Wairoa Tapokorau 1
	Ruakituri River and its tributaries	Ngā Tokorima a Hinemanuhiri Te Hononga o Ngā Awa
	Waiau River and its tributaries within the area of interest	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau Whānui
	Waikaretaheke River and its tributaries	Ngā Tokorima a Hinemanuhiri Te Wairoa Tapokorau 1