

**TRUST DEED
ESTABLISHING
RANGITANE O WAIRAU SETTLEMENT TRUST**

Te Runanga a Rangitane o Wairau Incorporated

as Settlers

and

**Judith MacDonald
Geoffrey MacDonald
David Proctor
Richard Andrell
Rata Andrell
Viveyan Tuhimata-Weke
Jeffrey Hynes**

as Caretaker Trustees

Dated: 25/8/2010

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DEED Dated2010

BETWEEN

SETTLOR **Te Runanga a Rangitane o Wairau Incorporated**

AND Judith MacDonald
Geoffrey MacDonald
David Proctor
Richard Andrell
Rata Andrell
Viveyan Tuhimata-Weke
Jeffrey Hynes

as Trustees

INTRODUCTION

- A.** This Deed establishes Rangitane o Wairau Settlement Trust (**Trust**) to act, amongst other things, as the post settlement governance entity (**Governance Entity**) of Rangitane o Wairau for the purposes of the settlement of its historical Treaty claims against the Crown.
- B.** The Iwi wishes to establish a trust as its Governance Entity for the Iwi by this Deed, so that the Trust can on and from the Settlement Date receive and hold on trust the redress and perform the functions and kaupapa required of the Governance Entity under the Settlement, and with the duties, powers and discretions set out in this Deed.
- C.** e a Charitable Trust by a trust deed dated 13 November 2006. This Deed must be read in conjunction with the Charitable Trust Deed.
- D.** The Trustees of both the Charitable Trust and this Trust will be the same.
- E.** The Iwi accepts and acknowledges that the property it anticipates receiving on the Settlement Date will be transferred to another member of the Iwi Group as defined in this Trust Deed through a transparent and commercially appropriate debenture arrangement.
- F.** The Settlers are Members of Rangitane o Wairau and have given Ten Dollars to the Trustees to be held on the trusts constituted by this Deed.
- G.** The terms of this Deed were approved by a ballot of the Iwi held between Friday 3rd of September 2010 and Friday 8th October 2010.

TRUST TERMS

1. INTERPRETATION

Definitions

1.1 In this Deed, unless the context otherwise requires:

Adult Member of Rangitane o Wairau means a Member of Rangitane o Wairau who is over the age of 18 years.

Adult Registered Members means Adult Members of Rangitane o Wairau who are registered on the Members' Register.

Assets means Trust property of any kind, whether tangible or intangible, and includes the initial sum of ten dollars vested in the Trust by the Settlers.

Charitable Trust means the Te Runanga a Rangitane o Wairau Trust, established by the Iwi as its Mandated Iwi Organisation under the Maori Fisheries Act 2004.

Charitable Trust Deed means the trust deed which established the Charitable Trust dated 13 November 2006 (as amended from time to time in accordance with the requirements of that deed).

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

Deed of Settlement means the deed between the representatives of the Iwi and the Crown anticipated to be signed in 2010 recording the settlement of the historical Treaty of Waitangi Claims of the Iwi.

Directors means directors or trustees, as the case may be, of any member of the Iwi Group.

General Meeting means an annual general meeting or a special general meeting convened and conducted in accordance with clause 9.

Iwi means Rangitane o Wairau.

Iwi Group means:

- (a) the Trust;
- (b) the Charitable Trust;
- (c) a wholly owned or controlled company, trust or other entity established by the Trust or Charitable Trust for the purpose of receiving, holding and managing any of the Trust Fund;
- (d) a wholly owned or controlled company, trust or other entity established by the Trust or Charitable Trust for any other purpose; and
- (e) includes any Subsidiaries that are wholly owned or wholly controlled.

Major Transaction means:

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

(for the purposes of paragraphs (a) to (c) of this definition the value of the Trust Fund assets shall be calculated based on the value of the assets of the Trust Fund (and not those of the Iwi Group) and in assessing the value of any contingent liability:

- (i) regard must be had to all circumstances that the Trustees know, or ought to know, affect, or may affect, the value of the contingent liability),
- (ii) reliance may be placed on estimates of the contingent liability that are reasonable in the circumstances; and
- (iii) account may be taken of:
 - (A) the likelihood of the contingency occurring; and
 - (B) any claim that the Trust is entitled to make and can reasonably expect to be met to reduce or extinguish the contingent liability),

but does not include:

- (d) giving, or entering into an agreement to give, a charge secured over the Trust Fund the value of which is more than half the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation;
- (e) entry into this Deed, or the receipt or acquisition by the Trust of any Property provided for, or contemplated under, the Settlement;
- (f) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund (whether the assets are held by the Trust or any other member of the Iwi Group); or
- (g) any acquisition or disposition of Property by the Trust from or to any member of the Iwi Group, including the transfer for consideration of any Settlement Assets to a Subsidiary (except to the extent that Iwi members did not have the opportunity to ratify any acquisition or distribution of Property during the contemplated mandating process for the Settlement, including the debenture arrangement referred to in the Introduction).

Members of Rangitane o Wairau means every individual referred to in the definition of Rangitane o Wairau.

Membership Committee means the committee appointed under clause 9.3 of the Charitable Trust Deed.

Members' Register means the register of Members of Rangitane o Wairau held and maintained by the trustees of the Charitable Trust in accordance with clause 5.

Private Notice means a notice:

- (a) sent by any means that is private to the recipient; and
- (b) complies with Kaupapa 4 of Schedule 7 of the Maori Fisheries Act 2004.

Property means all real and personal property (including choses in action, rights, interests and money).

Public Notice means a notice:

- (a) published in a newspaper generally circulating in the relevant area or areas; and
- (b) may also be published by panui or electronic media, including radio and television; and
- (c) complies with Kaupapa 4 of Schedule 7 to the Maori Fisheries Act 2004.

Rangitane o Wairau means:

- (a) the collective group of individuals of Rangitane o Wairau descending from those persons identified as primary ancestors of Rangitane o Wairau in Schedule 1; and
- (b) the individuals referred to in clause (a).

For the purpose of this definition, **primary ancestor of Rangitane o Wairau** means:

- (a) an individual who exercised customary rights by virtue of being descended from any of the individuals referred to in Schedule 1; and
- (b) exercised the customary rights predominantly in relation to the Rangitane o Wairau Area of Interest at any time after 6 February 1840, such rights meaning rights according to tikanga Maori (Maori customary law, values, and practices) including rights to occupy land and in relation to the use of land or other natural or physical resources.

For the purpose of this definition, a person is **descended** from primary ancestors of Rangitane o Wairau by any one or more of the following: birth, legal adoption or Whangai adoption.

Rangitane o Wairau Area of Interest means the area of interest as defined in the Deed of Settlement or Settlement Act.

Registered Member means any Member of Rangitane o Wairau who is entered in the Members' Register.

Registration Form means the form used from time to time by the Trustees to enter the details of Members of Rangitane o Wairau on the Members' Register.

Secretary means any person appointed under clause 4.6 to perform general secretarial and administrative functions for the Trust.

Settlement means the anticipated settlement between the Iwi and the Crown in relation to the Iwi's historical Treaty claims.

Settlement Act means such Act or Acts of Parliament that may be passed to give effect to the Deed of Settlement.

Settlement Assets means money allocated and transferred to the Trust pursuant to the Deed of Settlement and Settlement Act.

Settlement Date means the date defined as the settlement date in the Deed of Settlement.

Settlors means the parties listed as Settlers on page 1 of this Deed.

Significant Transaction means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Trust the value of which is more than 30% of the value of the Trust Fund before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Trust the value of which is more than 30% of the value of the Trust Fund before disposition; or
- (c) a transaction that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities, including contingent liabilities, the value of which is more than 30% of the value of the Trust Fund before the transaction,

(for the purposes of paragraphs (a) to (c) of this definition the value of the Trust Fund assets shall be calculated based on the value of the assets of the Trust Fund (and not those of the Iwi Group) and in assessing the value of any contingent liability:

- (i) regard must be had to all circumstances that the Trustees know, or ought to know, affect, or may affect, the value of the contingent liability;
- (ii) reliance may be placed on estimates of the contingent liability that are reasonable in the circumstances; and
- (iii) account may be taken of:
 - (A) the likelihood of the contingency occurring; and
 - (B) any claim that the Trust is entitled to make and can reasonably expect to be met to reduce or extinguish the contingent liability),

but does not include:

- (d) giving, or entering into an agreement to give, a charge secured over the Trust Fund the value of which is more than 30% of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation;
- (e) entry into this Deed, or the receipt or acquisition by, the Trust of any Property provided for, or contemplated under, the Settlement;
- (f) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund (whether the assets are held by the Trust or any other member of the Iwi Group); and
- (g) any acquisition or disposition of Property by the Trust from or to any member of the Iwi Group, including the transfer for consideration of any Property to a Subsidiary.

Special Resolution means a resolution passed in accordance with clause 8.1.

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

Tikanga means the customary law, values and practices of Rangitane o Wairau.

Trust means the trust known as Rangitane o Wairau Settlement Trust established by this Deed.

Trustees means the persons elected or appointed under clause 4.

Trustee Elections means any election conducted in accordance with:

- (a) Schedule I of the Charitable Trust Deed to elect Trustees to the Trust; and
- (b) a trustee policy document adopted from time to time by the Trustees.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed whether or not received in the manner described in clause 3.2 and includes the Settlement Assets.

Voting Paper means a voting paper (including any electronic voting paper) issued in accordance with Schedule I of the Charitable Trust Deed on which the Trustees shall record the membership number of the voter, or in the case of a voter without a registration number, shall have a duly completed Registration Form attached to and forming part of that Voting Paper.

Whangai means those persons who do not affiliate to Rangitane o Wairau by descent from a primary ancestor of Rangitane o Wairau but who are adopted by a Member of Rangitane o Wairau in accordance with the Tikanga of Rangitane o Wairau such Tikanga to be determined in accordance with clause 5 or, if necessary clause 9, of the Charitable Trust Deed.

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

Interpretation of Schedules

- 1.2 In the interpretation of each schedule to the Deed, unless the context otherwise requires:
- (a) terms or expressions have the meanings given to them by the Deed; and
 - (b) a reference to a paragraph is a reference to a paragraph of that schedule.

Statutes

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

General References

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

Headings

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

2. ESTABLISHMENT OF TRUST

Acknowledgement of Trust

- 2.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is **Rangitane o Wairau Settlement Trust**.

3. KAUPAPA/PURPOSES

Purposes

- 3.1 The purposes for which the Trust is established are to:
- (a) receive, hold, manage and administer;
 - (b) transfer within the Iwi Group;

- (c) make distributions to Members of Rangitane o Wairau in accordance with the criteria in clause 4.3(h) out of;

the Trust Fund on behalf of and for the benefit of the present and future Members of Rangitane o Wairau irrespective of where those members reside.

Incidental Purposes

- 3.2 Incidental to, and to give effect to, the purposes in clause 3.1, the Trustees may:
- (a) directly receive and hold, on behalf of Rangitane o Wairau, on the trusts set out in clause 3.1, Settlement Assets transferred to Rangitane o Wairau under the Deed of Settlement and Settlement Act;
 - (b) establish wholly or partly owned separate companies to undertake activities or hold assets, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;
 - (c) if the Trustees determine, directly receive and hold, on behalf of Rangitane o Wairau on the trusts set out in clause 3.1, any other Treaty of Waitangi settlement assets; and
 - (d) if the Trustees determine, perform other functions provided for, by or under any enactment or otherwise.

Strategic Governance

- 3.3 The Trust must exercise strategic governance over any Subsidiary it establishes, but not in such a manner as shall result in the Trust or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this clause 3.3 or any other provision of this Deed prevent the Trust or any Subsidiary from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1.

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

Number and Appointment of Trustees

- 4.1 There shall be up to seven (7) Trustees who will also be trustees of the Charitable Trust. The processes for the:
- (a) appointment through election;
 - (b) criteria and eligibility for appointment;
 - (c) cessation of office

of the Trustees shall be in accordance with the process set out in clauses 4.2 – 4.7 and Schedule I of the Charitable Trust Deed and a trustee policy document adopted from time to time by the Trustees.

The First Trustees

- 4.2 The first Trustees of the Trust shall be the Trustees for the time being of the Charitable Trust. The process for appointment of the Trustees shall be held simultaneously with the process for appointment of Trustees of the Charitable Trust and candidates for appointment to the Charitable Trust are deemed to put themselves forward for appointment to this Trust.

Powers of Trustees

- 4.3 To achieve the purposes of the Trust:
- (a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;
 - (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund;
 - (c) in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
 - (d) the Trustees may transfer any or all of the Settlement Assets or any part of the Trust Fund to a Subsidiary for consideration including being party to debenture instruments;
 - (e) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
 - (f) if any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause 4.3;
 - (g) the Trustees may at any time after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clauses 3.1 and 3.2;
 - (h) the Trustees may make distributions to Members of Rangitane o Wairau in accordance with such distribution policies as the Trustees may determine from

time to time, at such times, to such Members of Rangitane o Wairau, and in such amounts as they consider appropriate, subject to the following:

- (i) in deciding whether or not to make distributions the Iwi's survival and growth is paramount, recognising that wealth creation and growing the Settlement Assets on a long-term basis is a primary consideration;
 - (ii) the Trustees are entitled to make distributions only to Registered Members of Rangitane o Wairau; and
 - (iii) any distribution policy may be for the benefit of particular individuals, or a particular group of individuals (including whānau or hāpū), who are Members of Rangitane o Wairau;
- (i) if any income of any financial year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year, the Trustees must accumulate that income and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and
 - (j) the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1.

4.4 Management of the Trust - General

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust including a person holding the position of Chief Executive.
- (c) Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee.
- (d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.11) in support of that appointment on those terms.
- (e) The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Members of Rangitane o Wairau and in any website, letterhead, formal written contract or printed publications of the Trust.

4.5 Meetings of Trustees

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but at least once a year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.
- (b) The Trust's meeting(s) will be separate to meetings of the Charitable Trust.
- (c) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- (d) In the event of an equality of votes the Chairperson shall not have a second or casting vote.
- (e) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.
- (f) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted,
- (g) The quorum for a meeting of Trustees shall be 4 Trustees except where the number of Trustees has fallen below 4 as provided for in clause 4.7 of the Charitable Trust Deed when the quorum will be all the Trustees.
- (h) The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the number fixed by clause 4.5(g), the continuing Trustees may act only for the purposes of increasing the number of Trustees to that number or calling a General Meeting pursuant to clause 9.
- (i) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 4.5 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - (i) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge his or her attendance;

- (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (j) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

4.6 Chairperson, Deputy Chairperson and Secretary

- (a) The Trustees shall elect one Trustee to act as Chairperson from year to year.
- (b) The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.
- (c) The Trustees shall appoint a non-voting Secretary who may be honorary, or may be a full-time or part-time employee of the Trust.

4.7 Delegation of powers

- (a) The Trustees may delegate in writing to any Trustee, committee of Trustees, or employee who is the Chief Executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that:
 - (i) the Trustees may not delegate strategic governance; and
 - (ii) in the case of any entity appointed under clause 4.4(d), the delegation shall be personal to the person provided by that entity in that capacity.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.

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

4.8 Accounts and Audit

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.
- (b) The Trustees shall cause true accounts for each financial year to be kept in accordance with generally accepted accounting practice of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees.
- (c) Nothing in this clause 4.8 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

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

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- (c) a committee of Trustees appointed and acting in accordance with clause 4.7.

4.10 Clause 4.9 applies only if the Trustees:

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

Disclosure of Interest

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

Definition of Interested Trustee

- 4.12 A Trustee will be interested in a matter if the Trustee:
- (a) is a party to, or will derive a material financial benefit from that matter;
 - (b) has a material financial interest in another party to the matter;
 - (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust, any member of the Iwi Group, or any Subsidiary;
 - (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
 - (e) is otherwise directly or indirectly interested in the matter.

Interests in common with Iwi

- 4.13 Notwithstanding clauses 4.11 and 4.12, no Trustee will be interested in a matter where that Trustee is a member of the Iwi and where his or her interest is not different in kind from the interests of other members of the Iwi.

Recording of Interest

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

No private pecuniary profit

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

provided that:

- (i) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 4.4(d), the provisions of that clause have been complied with;
- (ii) the Trustees must disclose in their annual report referred to in clause 9.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (aa) the amount thereof received by each Trustee or any such firm or entity;
 - (bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
 - (cc) the method of calculation of the reimbursement, remuneration or charge; and
- (iii) in the case of an appointment referred to in clause 4.4(d), the full written terms and conditions thereof have been made available for inspection at the office of the Trust by any Adult Registered Member who makes written request for the same.

4.16 Subject to clause 4.15, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- (a) a Trustee;
- (b) a shareholder or director of any Subsidiary;
- (c) a settlor or a trustee of any Subsidiary;
- (d) any associated person (as defined in sections YB1 to YB16 of the Income Tax Act 2007) of either a director, or any person referred to in clauses 4.11 to 4.14,

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause 4.16 shall be void.

4.17 The Trustees shall require that a clause to the same effect as clause 4.11 of this Deed be included in the constitution of every Subsidiary.

Appointment and removal of Custodian Trustee

4.18 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of

this Deed or any further terms as the Trustees may decide and for the avoidance of doubt the custodian trustee must when exercising its powers act in accordance with this Deed. The Trustees may at any time by deed revoke any such appointment or otherwise act pursuant to the provisions of section 50 of the Trustee Act 1956.

5. REGISTER OF MEMBERS OF RANGITANE O WAIRAU

Members' Register of Rangitane o Wairau

5.1 The Members' Register shall be the one established and maintained by the trustees of the Charitable Trust in accordance with clause 5 of the Charitable Trust Deed.

5.2 An application to be entered in the Members' Register may be made in accordance with clause 5 of the Charitable Trust Deed by:

- (a) Adult Members of Rangitane o Wairau on their own behalf or by their legal guardian; and
- (b) other Members of Rangitane o Wairau, who are not Adult Members of Rangitane o Wairau, by their parent or legal guardian on their behalf; and
- (c) other Members of Rangitane o Wairau by an Adult Member of Rangitane o Wairau on their behalf who, in the opinion of the Membership Committee, stands in the stead of a parent of that person; and

in each case that application must be completed on the Registration Form.

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

- (a) the election of Trustees; or
- (b) any amendment to this Deed or the constitutional documents of any Subsidiary.

Registration not necessary

5.4 To avoid doubt, but subject to clause 4.3(h)(ii), it shall not be necessary, in order to be considered a Member of Rangitane o Wairau for the purposes of clause 3.1, for a Member of Rangitane o Wairau to be registered in accordance with clause 5 of the Charitable Trust Deed.

De-registration by Member of Rangitane o Wairau

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

Notice not necessary

5.6 It shall not be necessary for the Trust to provide a Private Notice to a Member of Rangitane o Wairau where the Trustees believe on reasonable grounds (and have evidence supporting that belief) that the Member's contact details are not current.

6. MAJOR TRANSACTIONS

- 6.1 The Trustees must not enter into a Major Transaction unless that Major Transaction:
- (a) has been approved by Special Resolution at a General Meeting which has been properly notified under, and held in accordance with, clause 9; or
 - (b) is contingent upon approval by way of Special Resolution at a General Meeting, and the Major Transaction is subsequently approved by Special Resolution at a General Meeting which has been properly notified under, and held in accordance with, clause 9.

7. SIGNIFICANT TRANSACTIONS

- 7.1 The Trustees must not enter into a Significant Transaction unless:
- (a) they have provided a prior report to a General Meeting of, or a specific written notice to, (the method being in the Trustees' sole discretion), the Registered Members detailing the nature of the transaction and the reasons for it;
 - (b) they have provided an opportunity for comments from Registered Members on the proposed Significant Transaction following receipt by them of the report or notice referred to in clause 7.1(a); and
 - (c) they have considered those comments before reaching a decision as to whether to enter into the Significant Transaction.
- 7.2 The Trustees do not have to comply with clause 7.1 where, in their opinion, the circumstances are such that entry into the Significant Transaction is required within a timeframe which does not permit the consultation with Registered Members contemplated by clause 7.1.

8. VOTING PROCEDURE

Special Resolutions

- 8.1 A Special Resolution is a resolution which must be approved by not less than 75% of the Adult Members of Rangitane o Wairau who are entitled to vote and actually cast a valid vote in accordance with the voting and notice procedures set out in Schedule I of the Charitable Trust Deed.
- 8.2 The following must be authorised by Special Resolution:
- (a) any resolution to ratify or change the parts of the Deed listed in clause 8.3 below; and
 - (b) any other matter specified by this Deed as requiring a Special Resolution.
- 8.3 The clauses referred to in clause 8.2 are:
- (a) clause 1.1: the definition of "Members of Rangitane o Wairau";
 - (b) clause 3: kaupapa/purposes;
 - (c) the 75% majority referred to in clause 8.1 for a Special Resolution; and

- (d) clause 13: winding up of trust.

Other Resolutions

- 8.4 In the case of a resolution not described in clause 8.2, a resolution shall be passed if more than 50% of the Adult Members of Rangitane o Wairau who are entitled to vote actually cast a vote in favour of the resolution in accordance with the procedure determined and published by the Trustees from time to time, and in the absence of the Trustees publishing the procedure, by a show of hands at the General Meeting in accordance with paragraph 14(c) of Schedule I to the Charitable Trust Deed.

9. GENERAL MEETINGS OF IWI AND REPORTING

Reporting Responsibilities

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

- (a) its own performance; and
- (b) the performance of any wholly-owned or controlled Subsidiary of the Trust;

in accordance with the provisions of this clause 9.

Trust to hold an Annual General Meeting

- 9.2 Each year the Trust must hold a General Meeting at which it provides an opportunity for the Members of Rangitane o Wairau to consider:

- (a) **Annual Report:** the annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including:
 - (i) information on the steps taken by the Trust to increase the number of Registered Members; and
 - (ii) a comparison of the Trust's performance against the objectives set out in the annual plan, including:
 - (aa) changes in the value of the Trust Fund; and
 - (bb) profit distribution; and
 - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Settlement Assets; and
 - (iv) a report giving information of the sales and exchanges of Settlement Assets in the previous year.
 - (v) any changes made to constitutional documents of the Trust or those of its Subsidiaries; and

- (b) **Annual Plan:** an annual plan for the next financial year, that must include:
 - (i) the objectives of the annual plan;
 - (ii) any changes in that policy from the policy for the previous year; and
 - (iii) any proposal to change the constitutional documents of any Subsidiary of the Trust.
- (c) **Five Year Plan:** a five year plan, which must be updated annually, and which must include:
 - (i) the long term vision of the Trust in respect of the kaupapa listed in clause 3 and the matters referred to in clause 9.2(b);
 - (ii) a statement by the Trust of the commercial, management and distribution policies that the Trust intends to follow in respect of the Trust Fund; and
 - (iii) a statement monitoring the progress of the debenture arrangement entered into by the Trust with other members of the Iwi Group.

9.3 General Meetings of Members of Rangitane o Wairau

- (a) **Annual General Meeting:** Each General Meeting must be:
 - (i) in the case of the first General Meeting, held within 6 months of the date of this Deed; and
 - (ii) no more than 18 months apart; and
 - (iii) convened separately to any General Meeting of the Charitable Trust, although any such meetings may be sequential.
- (b) **Special Meeting:** A General Meeting, called a special meeting, must be convened by the Trustees on the written request of:
 - (i) the Chairperson of the Trustees (or the Deputy-Chairperson if the Chairperson is indisposed); or
 - (ii) not less than 75% of the Trustees; or
 - (iii) not less than 50% of the Adult Registered Members,
 and
 - (iv) the request must state the objects for which the Special Meeting is required and be signed (including counterparts) by those requesting the Special Meeting; and
 - (v) the Special Meeting must be held within 30 Working Days from the date the request was received by the Secretary.
- (c) **Notice of General Meeting:** Members of Rangitane o Wairau shall be given not less than 20 Working Days notice of a General Meeting (including, to avoid

doubt, a meeting to consider the matters in clause 9.2, or any ratification of, or changes to, this Deed or to the constitution of any Subsidiary (as the case may be), are to be or are actually considered or voted on, in accordance with this Deed.

- (d) **Quorum:** No business shall be transacted at a General Meeting unless a quorum is present. The quorum at a General Meeting is:
 - (i) 75% or more of the Trustees; and
 - (ii) 15 Adult Registered Members.
- (e) **Adjourned meeting:** If a quorum is not present within one hour of the time appointed for the start of a General Meeting the meeting is to stand adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Trustees otherwise determine.
- (f) **Chairperson:** The Chairperson or, if the Chairperson is unavailable, the Deputy-Chairperson, will preside over and have control of every General Meeting. If there is no Chairperson or Deputy-Chairperson present at the time appointed for holding a General Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose one of their number to substitute as Chairperson for that meeting.

Information must be made available in writing

- 9.4 Information referred to in clause 9.1 must be made available on request in writing by any Member of Rangitane o Wairau.
- 9.5 Any Adult Registered Member may request in writing a copy of the Deed and a copy will be provided subject to such reasonable charges as the Trustees require.

10. SUBSIDIARY COMPANIES

Establishment of Subsidiary Companies

- 10.1 The Trust may establish Subsidiaries that are either wholly owned and controlled or partly owned and controlled.
- 10.2 The Trust must ensure that any Subsidiary where it is wholly owned by the Trust:
 - (a) must be and remain wholly owned and controlled by the Trust;
 - (b) must not permit more than 40% of its Directors or Trustees to be trustees;
 - (c) must have constitutional documents that have been approved by a simple majority of the Trustees;
 - (d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;
 - (e) except in the case of 10.2(f) must provide dividends solely to the Trust;

- (f) may establish one or more Subsidiaries to be its Subsidiaries which must be and remain wholly owned by the Subsidiary that established it; and
- (g) may transfer to any such Subsidiary some or all of the assets received under clauses 3.1 or 3.2.

Criteria for Appointment of Office Holders

10.3 In considering whether to appoint any person as a Director of any Subsidiary, the Trust shall, in addition to the matters set out in the constitution of the Subsidiary, determine the appointments so that the Board concerned contains an appropriate combination of the following attributes:

- (a) Members of Rangitane o Wairau;
- (b) proven business experience in one of the fields of:
 - (i) finance;
 - (ii) commerce;
 - (iii) operational management;
 - (iv) law;
 - (v) seafood industry;
 - (vi) fishing;
- (c) Noho Kainga;
- (d) Commitment to Rangitane o Wairau.

Requirements of constitution

10.4 The constitution of every Subsidiary must require that Subsidiary to:

- (a) hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the purposes of the Trust, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust;
- (b) present an annual plan and statement of corporate intent to the Trust;
- (c) report annually to the Trust; and
- (d) have its accounts audited.

11. DISPUTES

General Disputes

11.1 If a dispute arises between any Member of Rangitane o Wairau and the Trust (other than a dispute covered by clause 11.3 below) and the parties are unable, within a reasonable time and in good faith, to resolve the dispute, it shall be referred to

mediation, by a mediator to be agreed by the disputing parties, or failing agreement within 10 Working Days, to be appointed by the Registrar of the Maori Land Court or its successor. Should the matter not be resolved by mediation then the Trustees shall reconsider the decision, however any such re-consideration shall then be binding upon the parties.

- 11.2 The provisions of clause 11.1 shall not derogate from the rights or obligations of the Trust or any Member of Rangitane o Wairau pursuant to the Trustee Act 1956 or any other Act or provision of law or equity.

Registration Disputes

- 11.3 Any dispute about a decision of the Trustees to either not register a person or to remove a person from the Members' Register established under the Charitable Trust Deed must be dealt with in accordance with clauses 9.3 – 9.6 of the Charitable Trust Deed.

12. RESETTLEMENT

- 12.1 Subject to clause 12.2 the Trustees have power, at any time or times by deed, to settle or resettle upon trust, in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Rangitane o Wairau, the whole or any portion or portions of the capital or income of the Trust Fund, including for the avoidance of doubt upon a trust that is for the benefit of all of the Members of Rangitane o Wairau, including a charitable trust.

- 12.2 The resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting by a majority of 75% of the Members of Rangitane o Wairau who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule I of the Charitable Trust Deed and no such resolution shall be passed unless Public Notice in respect of that resolution has been given.

13. WINDING UP OF TRUST

- 13.1 If at any time the Trustees decide that for any reason it is impossible, impractical, inexpedient or no longer practicable to carry out the purposes of the Trust the Trustees may:

- (a) decide to wind up the Trust and to vest the assets of the Trust in such one or more other trust or entity in New Zealand that has similar purposes to the Trust and are established for the benefit of present and future Members of Rangitane o Wairau, including the Charitable Trust; or
- (b) (if necessary because of the rule against perpetuities (to the extent to which it applies to the Trust)) distribute to the Iwi Members, in such manner, upon such terms, and in such proportions as the Trustees may decide,

provided that a resolution supporting the winding up of the Trust must be put and passed by a majority of 75% of the Members of Rangitane o Wairau who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule I of the Charitable Trust Deed and no such resolution shall be passed unless Public Notice in respect of that resolution has been given.

14. CHANGES TO THE DEED

Power to Change Deed

- 14.1 Subject to clause 8.2, the Trustees have power to amend, revoke or add to the provisions of the Deed provided that an amendment may only be promoted if a resolution that the amendment is for the collective benefit of all Members of Rangitane o Wairau is put and passed at a General Meeting in accordance with clause 9.3.

Change Proposals

- 14.2 Any Adult Member of Rangitane o Wairau (including a Trustee) may put forward in writing proposals for changes to this Deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5 of the Charitable Trust Deed, the person is a Member of Rangitane o Wairau.

Notification to Members of Rangitane o Wairau

- 14.3 Any amendment or proposal under clause 12, 13 and 14 must be notified to Members of Rangitane o Wairau in the Trust's next communication to them.

15. LIMITATION OF LIABILITY AND INDEMNITY

Liability

- 15.1 No Trustee is liable for the consequence of any act or omission or for any loss unless the consequence or loss is attributable to his or her dishonesty or to the wilful commission by him or her of a breach of trust.
- 15.2 No Trustee is bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust by the co-Trustee.
- 15.3 The Trustees are not liable for any loss or cost to the Trust by any breaches of trust or defaults of any attorney, delegate, manager, agent, secretary, employee or any other person (including, without limitation, any expert or professional person) appointed or engaged or employed by them, despite any rule of law to the contrary.
- 15.4 No Trustee is liable for any breach of trust or for any loss in relation to the Trustee's duties of investment merely because the investments of the Trust Fund are not diversified.

Indemnity

- 15.5 Each Trustee is fully indemnified by and out of the Trust Fund (whether from capital or income) for any loss or liability that he or she incurs in the carrying out or omission of any function, duty, power or discretion of the Trustees under this Deed and in respect of any outlay or expenses incurred by him or her in the management and administration of the Trust unless the loss or liability is attributable to his or her dishonesty or to the wilful commission by him or her of a breach of trust.
- 15.6 The indemnity given by clause 15.5 extends to any loss or liability which a person incurs, after ceasing to be a Trustee, through the carrying out of any function, duty, power or discretion of the Trustees, whether the carrying out took place before, during or after the period in which the person was a Trustee.

Insurance

15.7 The Trustees shall ensure that suitable indemnity liability insurance be taken out on behalf of the Trustees, and the cost of such insurance shall be paid out of the Trust Fund and disclosed as part of the information disclosed under clause 4.15(d) above (disclosure of remuneration of Trustees).

16. GOVERNING LAW

16.1 This Deed and the Trust are governed by and construed in accordance with the laws of New Zealand.

16.2 The courts of New Zealand have exclusive jurisdiction to decide all claims, actions or other proceedings in connection with the Trust or this Deed.

EXECUTED AS A DEED this 25th day of OCTOBER 2010

by **Te Runanga a Rangitane Incorporated** in the presence of:

Witness signature: [Signature] Te Runanga a Rangitane O Wairau Incorporated

Witness name: RICHARD BRADLEY

Occupation: MANAGER

Address: 6 WOODLAND ROAD
JOHNSONVILLE - WGN.



BY THE **TRUSTEES** IN THE PRESENCE OF

Witness signature: [Signature]

Judith MacDonald: [Signature]

Witness name: [Signature]

Geoffrey MacDonald: [Signature]

Occupation: MANAGER

Jeffrey Hynes: [Signature]

Address: 6 WOODLAND RD

Richard Andrell: [Signature]

JOHNSONVILLE
WELLINGTON

Rata Andrell: [Signature]

Viveyan Tuhimata-Weke: [Signature]

David Proctor: [Signature]

SCHEDULE I

List of the primary ancestors of Rangitane o Wairau

No.	Name	Sex	Abode
1	Te oti Makitanara	M	
2	Tuiti Makitanara	M	
3	Rea Makitanara	F	
4	Hohua Makitanara	M	
5	Mere Makitanara	F	
6	Hoani Makitanara	M	
7	Hori Makitanara	M	
8	Hane Makitanara	F	
9	Kainu Makitanara	M	
10	Wiki Makitanara	F	
11	Hana Hiparaiti	F	
12	Wirihana Maui	M	
13	Hopa Rangihiroa	M	
14	Hekeira Paora	M	
15	Manihera Hekiera	M	
16	Heni Hekiera	F	
17	Ihaia Nohota	M	
18	Koroneho Titi	M	
19	Hapimana Taumaruru	M	
20	Manihera Irihama	M	
21	Mehaka Watere	M	
22	Rawiri Mehaka	M	
23	Hetaraka Wetere	M	
24	Te Koro Tupou	M	
25	Meri Kanae	F	
26	Kerehi Reweti	F	
27	Mere Hapareta	F	
28	Tiripa Hakaraia	F	
29	Teoti Ihaka	M	
30	Riria Makitanara	F	
31	Naomi Makitanara	F	
32	Kereopa Pura	M	
33	Kere Pura	M	
34	Pita Te Mete	M	
35	Tini Te Mete	F	
36	Pipi Kere	F	
37	Tiripa Kere	F	
38	Hariata Kere	F	
39	Mere Kere	F	
40	Te one Kere	M	
41	Teera Te Mete	F	
42	Heeni Te Mete	F	
43	Te oti Te Mete	M	
44	Te one Te Mete	M	
45	Wiremu Te Mete	M	
46	Tiaki Harare	M	

47	Tini Moa	F
48	Parangi Moa	M
49	Hapareta Moa	M
50	Hoani Moa	M
51	Hariki Moa	M
52	Wiremu Moa	M
53	Hori Moa	M
54	Tiemi Moa	M
55	Ani Moa	F
56	Hopa Moa	M
57	Arihia Moa	F
58	Wi Mekerei	M
59	Hiakai Ranginui	M
60	Wera Ranginui	m
61	Paranihia Ranginui	F
62	Tini Kere	F
63	Tiripa Tere	F
64	Rangikamapuna Kere	F
65	Haami Te Mete	F
66	Kaumoana Heteraka	M
67	Karaitiana Makarika	F
68	Te one Makarika	M
69	Tukihono Wipiti	M
70	Tipi Haata	M
71	Tiaki Haata	M
72	Te one Haata	M
73	Meri Pokiki	F
74	Pirimona Pokiki	M
75	Eruera Kaipara	M
76	Maraea Raniera	F
77	Haimon Turi	M
78	Wera Ranginui	M
79	Waipiti Te Hiko	F
80	Matangi Te Hiko	M
81	Hera Te Hiko	F
82	Pirihira Te Hiko	F
83	Kaapu Te Hiko	F
84	Te one Kihau	M
85	Peti Kihau	F
86	Keita Kihau	F
87	Taiawhio Maaka	M
88	Kahunuhunu Maaka	M
89	Tawhi Maaka	M
90	Wirihita Maaka	M
91	Hohapata Kahupuku	M
92	Pirimona Kahupuku	M
93	Meretana Rawiri	F
94	Pita Hohapata	M
95	Hare Hohapata	M