

DEED AMENDING AND RESTATING

TE RŪNANGA A RANGITĀNE O WAIRAU TRUST

dated [date] [month] 20[x]

THIS DEED AMENDING AND RESTATING TE RŪNANGA A RANGITĀNE O WAIRAU TRUST is dated [date] [month] 20[x]

BACKGROUND

- A. Te Rūnanga a Rangitāne o Wairau Trust (**the Trust**) was established by a Deed of Trust dated 13 November 2006 (**Original Deed**).
- B. The Trust is a charitable trust for purposes of the Charitable Trusts Act 1957 (**CTA**), has operated as a Mandated Iwi Organisation of Rangitāne o Wairau for purposes of the Māori Fisheries Act 2004 (**the MFA**) and as the Iwi Aquaculture Organisation for purposes of the Māori Commercial Aquaculture Claims Settlement Act 2004 (**the MCAC**).
- C. The Trustees of the Trust wish to propose certain amendments to the Original Deed to reflect, among other things, a request from Members of Rangitāne o Wairau and changes to the Trust's operating and legal framework from the time the Trust was established in 2006, including changes within the Rangitāne Group.
- D. This Deed sets out the terms on which the Trustees propose to amend the Original Deed. If approved, the terms of the Trust will, from the date of approval, be amended and the Trust will continue on the terms set out herein.
- E. Defined terms in this Deed are identified by bold text in the body of the Deed or are specifically defined in Clause 12.

OPERATIVE PART

1. ACKNOWLEDGEMENT OF TRUST AND CONTINUATION OF OBLIGATIONS

Acknowledgement of Trust

- 1.1 The Trustees acknowledge that they have held the Trust Fund in terms of the trusts contained in the Original Deed. The Trustees are, therefore, required to continue to hold the Trust Fund for the charitable purposes set out in the Original Deed and for the same class of beneficiaries in the Original Deed. Specifically, the Trust will continue as a Mandated Iwi Organisation of Rangitāne o Wairau for purposes of the MFA, as an Iwi Aquaculture Organisation for purposes of the MCAC and for charitable purposes under the CTA. As set out below, the Trust is a charitable trust for purposes of the CTA and all powers and functions exercised by the Trustees must meet the charitable purposes of the Trust and the legal and other requirements of the CTA.

2. KAUPAPA/PURPOSES

Purposes

- 2.1 The purposes for which the Trust was established are to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting Rangitāne o Wairau, whether it relates to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community of Rangitāne o Wairau and all the Members of Rangitāne o Wairau.

Incidental Purposes

- 2.2 To give effect to the Charitable Purpose, the Trustees may receive and manage or establish separate companies or entities to receive and manage fisheries and other assets allocated to Rangitāne o Wairau under the MFA and the MCAC (**Fisheries Assets**).

Strategic Governance

- 2.3 If the Trustees establish separate companies or entities to receive and manage the Trust Fund, the Trustees must exercise strategic governance over those separate companies and entities including and ensure that appropriately qualified persons are appointed to governance and management positions within any such separate company or entity.

No Non-charitable Objects and Purposes

- 2.4 The objects and purposes of the Trust do not include or extend to any non-charitable purpose or activity within the laws of New Zealand.

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

Number of Elected Trustees

- 3.1 The Trust will have up to seven (7) Trustees who must be Adult Registered Members of Rangitāne o Wairau and elected by Adult Members of Rangitāne o Wairau in terms of the processes set out in Schedule 1 of this Deed.

Criteria for Appointment

- 3.2 To be eligible for nomination and election as a Trustee a candidate shall:
- (a) Be an Adult Registered Member; and
 - (b) Not be disqualified by reason of any of the matters referred to in clause 3.3(d) to (f) of this Deed.

Cessation of Office of Trustee

- 3.3 Any person will cease to be a Trustee if they:
- (a) Have been in office for more than three (3) years since their election;
 - (b) Resign as a Trustee by giving notice in writing to the Trust;
 - (c) Fail to attend three consecutive meetings of the Trustees without prior explanation or good cause for such non-attendance;
 - (d) Become a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made;
 - (e) Are or become a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled;
 - (f) Are or have ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an "eligible person" for the purposes of the Criminal Records (Clean Slate) Act 2004); or
 - (g) Dies.
- 3.4 The Trustee affected by circumstances set out in clause 3.3 shall cease to hold office:
- (a) In a case where clause 3.3(a) applies, from the end of the day which is three years after the date on which that Trustee was last elected to office;

- (b) In a case where clause 3.3(b) applies, from the date the notice of retirement was received by the Trust;
 - (c) In the case where clause 3.3(c) applies, from the date of the first meeting of Trustees after that Trustee's third consecutive absence without explanation or good cause; and
 - (d) In cases where clauses 3.3(d) to 3.3(g) apply, from the date on which the Trust was notified in writing of the relevant facts together with such evidence as the Trustees may reasonably require to establish such facts.
- 3.5 Should a vacancy reduce the number of Trustees below four, the vacancy shall be filled as soon as practicable by an election held in accordance with the terms of Schedule 1 and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under clause 3.3(a)) shall continue to act until that vacancy has been filled.

Powers of Trustees

- 3.6 To achieve the purposes of the Trust and subject to the trusts imposed by this Deed and subject to complying with all legal requirements under the CTA, the MFA, the MCAC and the Trusts Act 2019 (and any successor legislation), the Trustees will have, in the administration, management and investment of the Trust Fund, all the rights, powers and privileges of a natural person and are permitted to:
- (a) Deal with the Trust Fund as if the Trustees were the absolute owners of the Trust Fund.
 - (b) Do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, borrowing and raising money and giving securities and guarantees.
 - (c) 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.
 - (d) Decide how much of a dividend or distribution ought to be treated as capital and how much as income of the Trust Fund.
 - (e) Pay or apply all or any of the net income of the Trust for the purpose or purposes contained in clause 2.1.
 - (f) Accumulate any income and any income so accumulated must be added to and form part of the capital of the Trust Fund.
 - (g) Pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 2.1.
 - (h) Make distributions to Members of Rangitāne o Wairau, at such times, to such Members of Rangitāne o Wairau, and in such amounts as they consider appropriate, subject to the following:
 - (i) In deciding whether or not to make distributions the lwi'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 Rangitāne o Wairau;

- (iii) Any distribution policy may be for the benefit of particular individuals, or a particular group of individuals (including whanau or hapu), who are Members of Rangitāne o Wairau; and
- (iv) Distributions do not need to be equal among Members.
- (i) Take out and maintain insurance to protect the Trustees from liability on account of holding the office of Trustee.
- (j) Indemnify Trustees from the Trust Fund for liability arising from their holding office as Trustee.
- (k) Incorporate if permitted by other enactments.

Management of the Trust – General

3.7 In relation to management of the Trust:

- (a) The Trustees shall have 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, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of, or equivalent to, Kaiwhakahaere Matua of the Trust or the Rangitāne Group.
- (c) No Trustee may be appointed as an employee of the Trust.
- (d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust except that no entity associated with a Trustee may provide services to the Trust unless a contract has been entered into between the Trust and such entity, which contract has been disclosed in writing to all the Trustees, and all the Trustees have voted unanimously to approve the entry by the Trust into the contract (such vote to exclude the interested Trustee).

Meetings of Trustees

3.8 In relation to meetings of Trustees:

- (a) The Trustees will meet to conduct business at such intervals as the Trustees may decide, but not less frequently than four (4) times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations. Such meetings may be held by telephone or audio-visual link.
- (b) Except as expressly provided elsewhere within this Deed, any matter requiring a decision at a meeting of the Trustees will be decided by a simple majority of the Trustees present and voting on the matter.
- (c) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees will be as valid as if it had been passed at a meeting of the Trustees. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by email or other approved electronic method shall be deemed to have been duly signed by that Trustee.
- (d) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice must be given by email sent to each Trustee at least five (5)

Working Days (or such shorter time as all Trustees may agree) 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.

- (e) The quorum for a meeting of Trustees shall be a majority of Trustees.
- (f) 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 four, the continuing Trustees may act only for the purposes of increasing the number of Trustees by convening an election as soon as practicable in terms of clause 3.5.
- (h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 3.8 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - (i) Each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) Each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) At the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;
 - (iv) A Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so; and
 - (v) A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (i) Minutes of all meetings of the Trustees must be kept.

Chair or Chairs

3.9 The Trustees must elect one or two persons from among their number to act as either chair or as co-chairs (at the Trustees' discretion) from year to year.

Delegation of Powers

3.10 In relation to delegation of powers:

- (a) The Trustees are permitted to delegate in writing to any Trustee, committee of Trustees, or employee who is the Kaiwhakahaere Matua (or equivalent) of the Trust, such of the powers of the Trustees as the Trustees may decide (other than any powers of strategic governance).
- (b) Any person or committee acting under delegated power must act in accordance with the terms of this Deed and 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.

Accounts and Audit

3.11 In relation to accounts and audit:

- (a) The Trustees must keep an account or accounts at such bank or banks as the Trustees may decide. Transactions may be signed or authorised, as the case may be, by such person or persons 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.

Reliance on Advice

3.12 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 3.10.

3.13 Clause 3.12 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

3.14 Any Trustee who is or may be, a capacity other than as a Trustee, be interested directly or indirectly in any property or undertaking in which the Trust is or may be in any way involved must disclose the nature and extent of that Trustee's interest to the other Trustees and must 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. The interested Trustee will be disregarded for purposes of forming a quorum for any such deliberation or decision.

Definition of Interested Trustee

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

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

- (b) Has a 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 financial benefit from the matter;
- (d) Is the parent, child or spouse of another party to, or person who will or may derive a financial benefit from the matter; or
- (e) Is otherwise directly or indirectly interested in the matter.

Interests in Common with lwi

3.16 Notwithstanding clauses 3.17 and 3.18, no Trustee will be interested in a matter where that Trustee is a member of an lwi and where their interest is not different in kind from the interests of other members of that lwi.

Recording of Interest

3.17 A disclosure of interest by a Trustee must be recorded in the interests register of the Trust. Immediately following their appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other, the name of any lwi of which they are a member, and the Trustee must also, at any time after their appointment, enter into the interests register and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

No Private Pecuniary Profit

3.18 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;
 - (ii) The Trustees must disclose in their annual report referred to in clause 6.2 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;

in a manner consistent with all applicable financial and other reporting requirements.

3.19 No one who is:

- (a) A Trustee;
- (b) A shareholder or director of any member of the Rangitāne Group;
- (c) Trustee of any member of the Rangitāne Group;
- (d) Any associated person (as defined in section OD 7 of the Income Tax Act 2004) of any person referred to in clause 3.19(a) – (c),

is permitted to 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 must be on reasonable arm's length commercial terms.

Appointment and Removal of Custodian Trustee

3.20 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. 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.

Incorporation

3.21 In relation to incorporation the Trustees may at any time apply for incorporation under Part II of the CTA under such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.

Limitation of Liability of Trustees and Indemnification

3.22 A Trustee is indemnified by and from the Trust Fund for any liability which may be alleged against them on account of being a Trustee of the Trust unless such liability is proved to have been caused by the Trustee's dishonesty or willful commission or omission of an act which is known by them (or should have been known by them) to be a breach of this Trust Deed.

4. REGISTER OF MEMBERS OF RANGITĀNE O WAIRAU

Members' Register of Rangitāne o Wairau

4.1 The Trustees must:

- (a) Have, and maintain in a current state, the Members' Register:
 - (i) That includes the name, date of birth, and contact details of every Member of Rangitāne o Wairau who applies for registration; and

- (ii) That is available for inspection by Registered Members who can view their own registration details; and
 - (iii) That is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependent under 18 years of age who was registered by such persons, whichever the case may be; and
 - (iv) That allocates a member registration number to each Member of Rangitāne o Wairau entered in the Members' Register; and
- (b) Make ongoing efforts to register all Members of Rangitāne o Wairau on the Members' Register.

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

- (a) Adult Members of Rangitāne o Wairau on their own behalf or by their legal guardian; and
- (b) Other Members of Rangitāne o Wairau, who are not Adult Members of Rangitāne o Wairau, by their parent or legal guardian on their behalf; and
- (c) Other Members of Rangitāne o Wairau by an Adult Member of Rangitāne 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.

4.3 Any Adult Member of Rangitāne 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 they wish 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 member of the Rangitāne Group; or
- (c) The disposal or conversion of Fisheries Assets.

4.4 Subject to clauses 4.5 and 4.6, the Trustees must enter in the Members' Register any person:

- (a) By or on behalf of whom a valid application has been made; and
- (b) Who in the reasonable opinion of the Trustees affiliates to Rangitāne o Wairau through descent from a primary ancestor of Rangitāne o Wairau.

4.5 The Trustees:

- (a) May require any person seeking registration as a Member of Rangitāne o Wairau to provide evidence verifying their affiliation to Rangitāne o Wairau through descent from a primary ancestor of Rangitāne o Wairau or of any other matter referred to in clause 4.4 before that person's registration is entered in the Members' Register together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration); and
- (b) May require any person who is entered in the Members' Register to provide

evidence verifying their affiliation to Rangitāne o Wairau through descent from a primary ancestor of Rangitāne o Wairau and any other matter referred to in clause 4.4; and

- (c) May consult with the Membership Committee in relation to any application for registration, or continued registration as a Member of Rangitāne o Wairau.

Trustees May Decline to Register, or Remove a Person From the Members' Register

- 4.6 If the Trustees consider that any information about a person received under clause 4.4(a) or clause 4.5 is not accurate or complete, or that the existing information on the Members' Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the Members' Register, as the case may be.

Process When Registration Declined or Removed

- 4.7 Where an application for registration is declined, or any decision is made by the Trustees to remove any person from the Members' Register, the person concerned may dispute that decision of the Trustees and clause 8 shall apply.

Registration Not Necessary

- 4.8 To avoid doubt, it shall not be necessary, in order to be considered a Member of Rangitāne o Wairau for the purposes of clause 2.1, for a Member of Rangitāne o Wairau to be registered in accordance with this clause 4.

De-registration by Member of Rangitāne o Wairau

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

5. VOTING PROCEDURE

- 5.1 (a) Any resolution to:
- (i) Ratify or change this Deed or amend the constitution of member of the Rangitāne Group;
 - (ii) Dispose of Income Shares (in accordance with section 70 of the MFA);
 - (iii) Treat Quota as Settlement Quota (in accordance with section 159 of the MFA);
 - (iv) Dispose of Settlement Quota (in accordance with section 162 of the MFA);
 - (v) Rationalise any Settlement Quota (under section 172 of the MFA); and
 - (vi) Enter into a transaction or a series of transactions, or to agree to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the MFA, including an option, security, mortgage, or guarantee, that could result in:
 - (aa) The sale of Income Shares or Settlement Quota; or
 - (bb) Rangitāne o Wairau or the Trust being disentitled for a period of more than five (5) years to:

- (aaa) The income from the Income Shares; or
- (bbb) The income from the annual catch entitlement arising from the Settlement Quota; or
- (ccc) The control or use of the annual catch entitlement arising from the Settlement Quota

must be approved by a Special Resolution.

- (b) Any resolution to:
 - (i) Transfer authorisations or coastal permits that are Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Trust as an Iwi Aquaculture Organisation); and
 - (ii) A request that Te Ohu Kai Moana Trustee Limited transfer authorisations or coastal permits that are Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Trust as an Iwi Aquaculture Organisation);

must be approved by a Special Resolution.

- (c) In the case of a resolution not described in clauses 5.1(a) and 5.1(b) a resolution shall be passed if more than 50% of the Adult Members of Rangitāne 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 and in the absence of the Trustees publishing the procedure by a show of hands at the General Meeting in accordance with paragraph 11(c) of Schedule 1 of this Deed.

6. GENERAL MEETINGS OF IWI AND REPORTING

Reporting Responsibilities

6.1 Without derogating from its duties under any enactment or at law, the Trust has reporting responsibilities in accordance with this clause 6, in relation to:

- (a) Its own performance; and
- (b) The performance of any entity within the Rangitāne Group which directly or indirectly holds Fisheries Assets.

Trust to Hold an Annual General Meeting

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

- (a) **Annual Report:** the annual report for the previous financial year, made available not less than twenty (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.
- (iv) A report giving information about any material sales and exchanges of Settlement Quota in the previous year.
- (vi) Any changes made under section 18 of the MFA to constitutional documents of the Trust or members of the Rangitāne Group which holds Fisheries Assets; and
- (b) **Annual Plan:** an annual plan for the next financial year, that must include:
 - (i) all the information and reporting required under the MFA and the MCAC.
 - (ii) Any proposal to change the constitutional documents of any member of the Rangitāne Group.

6.3 General Meetings of Members of Rangitāne o Wairau

- (a) **Annual General Meeting:** Each General Meeting must be no more than eighteen (18) months apart.
- (b) **Special Meeting:** A General Meeting, called a special meeting, must be convened by the Trustees on the written request of:
 - (i) The chairperson of the Trustees (or the deputy-chairperson if the chairperson is indisposed); or
 - (ii) Not less than 75% of the Trustees; or
 - (iii) Not less than 50% of the Adult Registered Members,
- (c) **Notice of General Meeting:** Members of Rangitāne o Wairau shall be given not less than twenty (20) Working Days' notice of a General Meeting (including, to avoid doubt, a meeting to consider the matters in clause 6.2, or any ratification of, or changes to, this Deed or to the constitution of member of the Rangitāne Group in accordance with the requirements of sections 17 or 18 of the MFA (as the case may be), are to be or are actually considered or voted on, in accordance with this Deed and otherwise in accordance with the requirements of the MFA.
- (d) **Quorum:** No business shall be transacted at a General Meeting unless a quorum is present within fifteen (15) minutes of the start of the General Meeting. The quorum at a General Meeting is:
 - (i) 75% or more of the Trustees; and
 - (ii) 15 Adult Registered Members.
- (e) **Chairperson:** A chair or co-chair, will preside over and have control of every General Meeting. If there is no chair present at the time appointed for holding a General Meeting, the Trustees present will choose one of their number to substitute as chairperson for that meeting.

Information Must Be Made Available in Writing

- 6.4 Information referred to in clause 6.1 must be made available on request in writing by any Member of Rangitāne o Wairau.
- 6.5 Any Adult Registered Member may request in writing a copy of the Deed and a copy

will be provided subject to such reasonable charges as the Trustees require.

No Derogation From Purposes

6.6 Clause 6 shall not derogate from the provisions of clause 2.4.

7. COMPLIANCE WITH FISHERIES LEGISLATION

7.1 The Trust must ensure that at all times it holds and manages, the Fisheries Assets in terms of all relevant legislative and regulatory requirements, including those specifically applicable to the Fisheries Assets under the MFA and the MCAC. This obligation applies to Fisheries Assets which are held by other entities within the Rangitāne Group.

Criteria for Appointment of Office Holders

7.2 In considering whether to appoint any person as a Director of any entity within the Rangitāne Group which will hold Fisheries Assets. The Trust shall determine the appointments so that the governance structure contains an appropriate combination of the following attributes;

- (a) Rangitāne o Wairau Members
- (b) Persons with proven business experience in one of the fields of:
 - (i) Finance;
 - (ii) Commerce;
 - (iii) Operational management;
 - (iv) Law;
 - (v) Seafood industry;
 - (vi) Fishing;

8. DISPUTES PROCEDURE

Disputes Under the MFA and General Disputes

8.1 (a) If any dispute shall arise between Members Rangitāne o Wairau and the Trust, (other than a dispute provided for in clauses 8.1(b) or 8.3, and the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith, endeavour to agree on a process for resolving the dispute. Should the parties fail to reach agreement on the process to resolve a dispute relating to matters arising under the Act, that dispute shall be determined in accordance with Part 5 of the MFA.

(b) Any dispute of a general nature, being a dispute not covered by Part 5 of the MFA, shall be referred to mediation, by a mediator to be agreed by the disputing parties, or failing agreement within ten (10) Working Days, to be appointed by the Registrar of the Māori 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.

8.2 The provisions of clause 8.1 shall not derogate from the rights or obligations of the Trust or any Member of Rangitāne o Wairau pursuant to the Trusts Act 2019 or any other legislative provision or provision of law or equity.

Registration Disputes

- 8.3 If the Trustees make a decision under clause 4.6 to either not register a person or to remove a person from the Members' Register, they must:
- (a) Refer the matter for recommendation to a Membership Committee, appointed by the Trustees under this clause and comprising three Members of Rangitāne o Wairau (one of whom must be an elder or kaumatua) whom the Trustees consider are knowledgeable in Rangitāne o Wairau whakapapa;
 - (b) Consider the recommendation of the Membership Committee under clause 8.3(a); and
 - (c) Notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision.
- 8.4 If the person concerned disputes that decision, that person may exercise their rights under section 180(1)(m) of the MFA.

Proceedings of the Membership Committee

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

Determination

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

9. WINDING UP OF TRUST

- 9.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in New Zealand for Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that:
- (a) Any such vesting must comply with the MFA;
 - (b) A resolution supporting the winding up of the Trust must be put and passed by a Special Resolution; and
 - (c) If the Trust is incorporated under the CTA, the assets of the Trust shall be disposed of in accordance with the provisions of that legislation.

10. ALTERATION OF TERMS OF DEED

Changes to the Deed

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

- (a) No amendment may be inconsistent with the MFA or the CTA;
- (b) An amendment may only be promoted if a resolution that the amendment is for the collective benefit of all Members of Rangitāne o Wairau is approved by a Special Resolution;
- (c) Notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2007 in respect of income derived by it. Prior to any resolution to amend this Deed being placed before Members of Rangitāne o Wairau competent advice shall be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.

Changes to constitutions of Members of the Rangitāne Group

10.2 To the extent any proposal for the amendment of the constitutional documents of a member of the Rangitāne Group which is a company and relates to a matter provided for in the MFA, such amendment:

- (a) Must be consistent with the MFA;
- (b) May only be promoted if the amendment is put and passed at a General Meeting in accordance with clause 5.1(a); and

Notification to Members of Rangitāne o Wairau

10.3 Any amendment or proposal under clauses 9, 10 or 11 must be notified to Members of Rangitāne o Wairau in the Trust's next communication to them.

11. RESETTLEMENT

Power to Resettle

11.1 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 Rangitāne o Wairau, the whole or any portion or portions of the capital or income of the Trust Fund provided that:

- (a) Any such settlement or resettlement must comply with the MFA;
- (b) The resettlement is upon trust for the benefit of all Members of Rangitāne o Wairau;
- (c) 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 Rangitāne o Wairau who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless Public Notice in respect of that resolution has been given;
- (d) The resettlement is upon trusts for Charitable Purposes.

12. INTERPRETATION

Definitions

12.1 In this Deed, unless the context otherwise requires:

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

Adult Registered Members means Adult Members of Rangitāne 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 Te Rūnanga a Rangitāne o Wairau Trust, established by the Iwi as its Mandated Iwi Organisation under MFA.

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 this Deed).

CTA means the Charitable Trusts Act 1957.

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 signed on 4 December 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 Rangitāne Group.

General Meeting means an annual general meeting or a special general meeting convened and conducted in terms of clauses 6.2 and 6.3.

Iwi means Rangitāne o Wairau.

MCAC means Māori Commercial Aquaculture Claims Settlement Act 2004.

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

Membership Committee means the committee appointed under the provisions of this Deed.

Members' Register means the register of Members of Rangitāne o Wairau held and maintained by the Trustees.

Original Deed means Deed of Trust dated 13 November 2006.

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 Māori 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 Māori Fisheries Act 2004.

Rangitāne o Wairau means:

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

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

Registered Member means any Member of Rangitāne 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 Rangitāne o Wairau on the Members' Register.

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 the Settlement Act.

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

Special Resolution means a resolution put and passed at a General Meeting of Adult Members at which a quorum is present, and which is approved by not less than 75% of these Adult Members present and entitled to vote.

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 MCAC that is responsible to the Charitable Trust.

The Rangitāne 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.

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

Trustees mean the persons elected or appointed under clause 3.

Trustee Elections mean any election conducted in accordance with Schedule 1 of this Deed.

Voting Paper means a voting paper (including any electronic voting paper) issued in accordance with Schedule 1 of this Deed on which the Trustees shall record the membership number of the voter, or in the case of a voter without a registered 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 Rangitāne o Wairau by descent from a primary ancestor of Rangitāne o Wairau but who are adopted by a Member of Rangitāne o Wairau in accordance with the Tikanga of Rangitāne o Wairau such Tikanga to be determined in accordance with clause 4 or, if necessary clause 8, of this Deed.

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

EXECUTION

SCHEDULE 1
PART A: Election Processes

Election of Trustees

1. Trustees shall be elected by Adult Members in accordance with this Schedule 1.

Trustee Positions

2. To be eligible for the office of Trustee, a nominee must have the skills and requirements for a Trustee as set out in paragraph 3 of this Schedule 1.

Skills Required of Trustees

3. A Trustee shall:
 - (a) Attend all Trustee meetings unless excused; and
 - (b) Have a working knowledge of the Trust Deed; and
 - (c) Have a working knowledge of the Trust's obligations under the MFA; and
 - (d) Adhere to the Trust's proceedings; and
 - (e) Be able to articulate personal and responsible views in Trust discussions; and
 - (f) Have a basic understanding of the issues presented to the Trust at each meeting; and
 - (g) Be able to analyse and prioritise issues and be willing to make informed decisions for the benefit of all Rangitāne o Wairau; and
 - (h) Be prepared to actively participate in development workshops and opportunities; and
 - (i) At all times apply the Tikanga of Rangitāne o Wairau in their Trustee role.

Elections

4. Elections must be held as often as necessary so as to ensure that no Trustee elected holds office for a period of longer than three (3) years.

Extraordinary Vacancies

5. Should an extraordinary vacancy in the office of Trustee occur as a result of any of the matters in clause 3.3(b) to (g) of this Deed, then that vacancy shall be filled at the next election in addition to any vacancies which must be filled as a result of clause 4 of this Schedule.

Eligible Votes

6. All Adult Members of Rangitāne o Wairau shall be eligible to cast one vote for a nominee (who shall be eligible for election) in Trustee Elections and any votes cast shall be received:

- (a) By Voting Paper (not proxy) at a General Meeting constituted, inter alia, for the purpose of a Trustee Election; and
 - (b) By Voting Paper (received by post, or hand delivered in terms of the specific delivery instructions) before 5pm on the Working Day prior to the General Meeting.
7. All Adult Members of Rangitāne o Wairau shall be eligible to vote on any resolution required by this Deed and any votes cast as per this paragraph 7 shall be received:
- (a) By Voting Paper (not proxy) at a General Meeting; or
 - (b) By Voting Paper (received by post, or hand delivered in terms of the specific delivery instructions) before 5pm on the Working Day prior to the General Meeting.

Nominations for Trustee

8. The Trust must, no later than thirty-five (35) working days prior to the General Meeting at which the election of Trustees will be held, publicly notify Members of Rangitāne o Wairau that nominations for the position of Trustee may be lodged. Any such nomination must include the written signature of both the candidate and the nominator and may not be withdrawn after it has been received. The nomination must:
- (a) Contain details of the nominee's full name, address and contact number;
 - (b) Include a declaration signed by the nominee that declares the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of these matters specified in clause 3.3 of the Deed; and
 - (c) Be accompanied by a brief statement containing details of experience and objectives relevant to the position of Trustee.

Time for Nominations

9. Nominations for the position of Trustee may only be made by Adult Registered Members and must be received at the office of the Trust no later than twenty-five (25) Working Days before the General Meeting at which the election of Trustees is to be held.

PART B: All Votes

Notice of Voting and General Meeting

10. Any vote taken under this Deed or for Trustee Elections, must be publicly notified not less than twenty (20) Working Days before the date of the vote. If the vote is to be at a General Meeting, the notice procedures must comply with those specified in the MFA, which at the date of this Deed are:
- (a) Public Notice that includes:
 - (i) The date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained, and any other information specified in the MFA;
 - (ii) Where relevant advice that a vote is to be taken to ratify or amend the constitutional documents of the Trust;
 - (iii) Advice on the method by which the vote will be counted; and

- (iv) Where relevant, the matter or issues on which the vote is to be taken; and
- (b) Private Notice to every Adult Member of Rangitāne o Wairau who has requested such from the Trust in writing, that gives:
 - (i) The information in the preceding sub-paragraph of this Schedule;
 - (ii) A copy of the Voting Paper; and
 - (iii) The address and return date for the Voting Paper; and

Valid Votes

11. The conduct of a vote of Members of Rangitāne o Wairau must provide that:
- (a) In order for a vote to be validly cast, the person casting it must:
 - (i) Where the person is a Registered Member, cast their vote on a Voting Paper on which the Trustees have recorded the registration number of the Registered Member; or
 - (ii) Where the person is not registered at the time of the vote, complete a Registration Form which shall be attached to and form part of the Voting Paper; and
 - (b) No vote cast under either paragraph 6 or paragraph 7 of this Schedule 1 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Rangitāne o Wairau has been confirmed either:
 - (i) Because that person was an Adult Registered Member at the time their vote was cast; or
 - (ii) If that person applied at the time that their vote was cast to become an Adult Registered Member, because that person's registration was accepted in accordance with clause 4.5,
 - (ii) If that person applied at the time that their vote was cast to become an Adult Registered Member, because that person's registration was accepted in accordance with clause 4.5,
 - (c) Any vote cast under clause 5.1(c) shall be cast by a show of hands at the General Meeting provided that the Trustees have not published an alternative voting procedure pursuant to clause 5.1(c). However, those exercising such a vote may be called upon by the Trustees to prove their affiliation to Rangitāne o Wairau and that they are over 18 years of age.

Secret Ballots

12. All votes by poll shall be conducted so as to ensure that:

- (a) The manner in which a vote is cast shall be known to the returning officer or the persons assisting the returning officer, but not to others;
- (b) The returning officer and those persons shall undertake to keep that information confidential; and
- (c) The Voting Papers are destroyed by the returning officer after the date of completion of the final count under clause 6, plus a period of one month thereafter.

DRAFT

SCHEDULE 2
List of the Primary Ancestors of Rangitāne o Wairau

No.	Name	Sex	Abode
1	Teoti Makitanara	M	Wairau
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 Taumaru	M	
20	Manihera Irihama	M	
21	Mehaka Watere	M	
22	Rawiri Mehaka	M	
23	Hetaraka Watere	M	
24	Te Koro Tupou	M	
25	Meri Kanae	F	
26	Kerehi Reweti	F	
27	Mere Hapareta	F	
28	Tiripa Hakaraia	F	Hoiere
29	Teoti Ihaka	M	Wairau
30	Riria Makitanara	F	
31	Naomi Makitanara	F	
32	Kereopa Pura	M	Port Gore
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	Teone Kere	M	
41	Teera Te Mete	F	
42	Heeni Te Mete	F	
43	Teoti Te Mete	M	
44	Teone Te Mete	M	
45	Wiremu Te Mete	M	
46	Tiaki Harare	M	Porirua
47	Tini Moa	F	
48	Parangi Moa	M	
49	Hapareta Moa		
50	Hoani Moa	M	

51	<i>Hariki Moa</i>	<i>M</i>	
52	<i>Wiremu Moa</i>	<i>M</i>	
53	<i>Hori Moa</i>	<i>M</i>	
54	<i>Tiemi Moa</i>	<i>M</i>	
55	<i>Ani Moa</i>	<i>F</i>	
56	<i>Hopa Moa</i>	<i>M</i>	
57	<i>Arihia Moa</i>	<i>F</i>	
58	<i>Wi Mekerei</i>	<i>M</i>	Wairerapa
59	<i>Hiakai Ranginui</i>	<i>M</i>	
60	<i>Were Ranginui</i>	<i>M</i>	
61	<i>Paranihia Ranginui</i>	<i>F</i>	
62	<i>Tini Kere</i>	<i>F</i>	Port Gore
63	<i>Tiripa Kere Rangikamapuna</i>	<i>F</i>	
64	<i>Kere</i>	<i>F</i>	
65	<i>Tutua Te Mete</i>	<i>M</i>	
66	<i>Hoani Te Mete</i>		
67	<i>Tahua Te Karira Kaumoana</i>		
68	<i>Hetaraka</i>		Endeavour Inlet
69	<i>Karaitiana Mekerika</i>	<i>F</i>	Wairau
70	<i>Waepiti Te Hiko</i>	<i>F</i>	
71	<i>Matangi Te Hiko</i>	<i>M</i>	
72	<i>Hera Te Hiko</i>	<i>F</i>	
73	<i>Pirihira Te Hiko</i>	<i>F</i>	
74	<i>Kaapu Te Hiko</i>	<i>F</i>	
75	<i>Tiaki Haata</i>	<i>M</i>	
76	<i>Tipi Haata</i>	<i>M</i>	
77	<i>Teone Haata</i>	<i>M</i>	
78	<i>Tiki Haata</i>	<i>M</i>	
79	<i>Teone Kihau</i>	<i>M</i>	
80	<i>Peti Kihau</i>	<i>F</i>	
81	<i>Keita Kihau</i>	<i>F</i>	
82	<i>Taiawhio Maaka</i>	<i>M</i>	
83	<i>Kahuhunn Maaka</i>	<i>M</i>	
84	<i>Tawhi Maaka</i>	<i>M</i>	
85	<i>Wirihata Maaka</i>	<i>M</i>	
86	<i>Hohapata Kahupuku</i>	<i>M</i>	
87	<i>Pirimona Kahupuku</i>	<i>M</i>	
88	<i>Meretana Rawiri</i>	<i>F</i>	
89	<i>Tame Waaka</i>	<i>M</i>	
90	<i>Pita Hohapeta</i>	<i>M</i>	
91	<i>Hare Hohapeta</i>	<i>M</i>	
92	<i>Te Ata Karepe</i>	<i>F</i>	
93	<i>Ani Karepe</i>	<i>F</i>	

