Ngā Pūriri Pūmau o Te Waimate me Taiāmai

PRE-SETTLEMENT CLAIMS TRUST

TRUST DEED

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TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS	4
2. ESTABLISHMENT OF TRUST	8
3. PURPOSE, OBJECTS AND FUNCTIONS	9
4. POWERS OF TE KĀHUI MĀNGAI (THE TRUSTEES)	11
5. DUTIES OF TRUSTEES	14
6. TE KĀHUI MĀNGAI / TRUSTEES	14
7. HAPŪ INCLUSION AND EXCLUSION MECHANISMS	21
8. MEETINGS OF THE TE KĀHUI MĀNGAI / TRUSTEES AND ANNUAL REPORT	24
9. ADMINISTRATION	27
10. STAFF	31
11. TRUSTEES' LIABILITY	31
12. TRUSTEES' REMUNERATION AND EXPENSES	32
13. LIABILITY, INDEMNITY AND INSURANCE	32
14. NO PRIVATE PECUNIARY PROFIT	33
15. NGĀ PŪRIRI PŪMAU ROOPŪ KAITIAKI TAKE	34
16. HOUHOU I TE RONGO / DISPUTE RESOLUTION PROCESS	35
17. AMENDMENTS	38
18. LIQUIDATION/DISSOLUTION	38
19. GOVERNING LAW	39
FIRST SCHEDULE - PROCEDURE FOR PASSING A MEMBERS RESOLUTION	41
SECOND SCHEDULE – RECOGNITION, APPOINTMENT AND ELECTION OF HAPŪ TRUSTEES	44
THIRD SCHEDULE - REGISTERED HISTORICAL CLAIMS	52

TRUST DEED OF THE NGĀ PŪRIRI PŪMAU PRE-SETTLEMENT CLAIMS TRUST

DATED THIS 3rd DAY JUNE OF 2026

PREAMBLE

1. Ngā Pūriri Pūmau o Te Waimate me Taiāmai (Ngā Pūriri Pūmau) is a collective of affiliated hapū who hold historical claims arising from breaches of Te Tiriti o Waitangi by the Crown. These claims relate to the cumulative loss, alienation, and degradation of whenua, waterways, and other taonga, and the resulting impacts on the exercise of hapū rangatiratanga and wellbeing. The affiliated hapū have come together to progress these claims collectively through the Waitangi Tribunal and the Crown's Treaty settlement process, while retaining their distinct identities and authority. This Trust is established to seek and give effect to a mandate from hapū to engage with the Crown, including progressing a Deed of Mandate and participating in settlement negotiations. The Trust acts only within the authority conferred by hapū and remains accountable to them at all times.

2. Ngā Pūriri Pūmau wishes to establish an entity to obtain a mandate to negotiate with the Crown a full and final, comprehensive settlement of all Historical Claims of Ngā Pūriri Pūmau. This Deed establishes the Ngā Pūriri Pūmau Pre-settlement Claims Trust (to be known as the Pre-settlement Trust), which is intended to be the mandated entity to negotiate with the Crown for the full and final, comprehensive settlement of all Historical Claims of Ngā Pūriri Pūmau.

3. The beneficiaries of the Pre-settlement Trust are ngā uri who affiliate to hapū of Ngā Pūriri Pūmau. The Pre-settlement Trust shall be governed by Te Kāhui Māngai, comprising the existing Hapū Māngai and Pou Tautoko mandated by their respective hapū.

4. The Pre-settlement Trust will operate until such time as a new post-settlement governance entity is established for the hapū of Ngā Pūriri Pūmau.

5. The Pre-settlement Trust will seek a mandate to enter into direct negotiations with the Crown for the settlement of Historical Claims through a robust ratification process involving ngā uri o ngā hapū o Ngā Pūriri Pūmau.

6. This Deed establishes the Pre-settlement Trust and sets out the terms on which the Pre-settlement Trust will operate.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms:

In this Deed, unless the context otherwise requires:

Adult Member of Ngā Pūriri Pūmau means a member of Ngā Pūriri Pūmau who is 18 years of age or over;

Adult Registered Member means an Adult Member of Ngā Pūriri Pūmau who is identified on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko;

Approved Communication Channels means communication methods approved by Te Kāhui Māngai, including email, pānui, social media, website, iwi radio, and any other appropriate method to reach the claimant community.

Approved Voting Methods means in-person voting, postal voting, or secure digital voting methods approved by Te Kāhui Māngai, provided that such methods ensure voter verification, accessibility, confidentiality of the ballot, and integrity of the voting process.

Balance Date means 30 June or any other date adopted from time to time by Te Kāhui Māngai;

Working Day means any day of the week, excluding specific holidays and weekends.

Chairperson means the chairperson from time to time of the Pre-settlement Trust elected by the Pre-settlement Trustees in accordance with clause 6.5;

Chief Returning Officer means, as the context requires:

1. the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with *rule 9.1* of the Second Schedule; or

2. The person appointed as chief returning officer for the purposes of a Members Resolution in accordance with *rule 6.1* of the First Schedule;

Claimant means for the purposes of settlement, the Ngā Pūriri Pūmau claimant group encompasses the whakapapa of:

1. The descendants of Kupe, Nukutawhiti, Rāhiri, Ahuaita, Whakaruru, Kaharau, Uenuku, Maikuku Huatakaroa, Tawakehaunga, Tupu-a-Rangi, Tāhuhu-nui-a-rangi Kaitara and Hineira and;

2. Affiliate to one or more of the hapū and marae o Ngā Pūriri Pūmau, listed at page 5 and 6 of this document.

Collective Hapū Hui means a facilitated engagement process involving all hapū, for the purpose of discussing concerns, implications, and options relating to mandate matters before any final determination is made;

Completion Date means the date on which:

1. a Post Settlement Governance Entity (PSGE) is established for Ngā Pūriri Pūmau; and

2. the objects set out in clause 3.2 have been:

    a. achieved by the Pre-Settlement Trust; or

    b. assumed by the PSGE;

Deed means this deed of trust and includes the Preamble and the schedules to this deed of trust;

Deed of Settlement means a deed between Ngā Pūriri Pūmau and the Crown setting out the terms on which Ngā Pūriri Pūmau and the Crown will settle the Historical Claims;

Financial Year means the period of 12 consecutive months ending on the Balance Date;

Hapū means any group recognised by Ngā Pūriri Pūmau as an affiliated hapū in accordance with its processes and tikanga. The hapū affiliated with Ngā Pūriri Pūmau are:

- Te Whiu - Wahineiti
- Ngāi Tāwake ki te Tuawhenua
- Ngarehauata
- Te Uri Taniwha
- Ngāti Hineira
- Ngāti Korohue
- Te Whānau Whero - Te Ahuahu
- Te Matarahurahu
- Ngāti Rangi - Ngāwhā
- Te Whānau Wai
- Ngāti Mau
- Ngāti Kiriahi

Hapū Decision Record means the formal record of a hapū decision-making process, including notice of hui, attendance records, motions considered, voting outcomes (where applicable), resolutions passed, and any tikanga considerations applied.

Hapū Hui means a hui convened by the affected hapū in accordance with their tikanga for the purpose of considering matters relating to mandate, representation, or withdrawal;

Hapū Māngai and Pou Tautoko means those individuals selected and mandated by their respective hapū, in accordance with tikanga, to represent hapū interests within Ngā Pūriri Pūmau and to participate in the establishment, engagement, mandate development, and preparatory processes prior to the Operational Date, and who shall formally assume office as Trustees upon the Operational Date in accordance

with this Trust Deed.

Historical Claims means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngā Pūriri Pūmau, or a representative entity of Ngā Pūriri Pūmau, had at, or at any time before, the Settlement Date, or may have at any time after the Settlement Date, and that:

1. is, or is founded on, a right arising:
    a. from the Treaty of Waitangi/Te Tiriti o Waitangi or its principles; or
    b. under legislation; or
    c. at common law, including aboriginal title or customary law; or
    d. from fiduciary duty; or
    e. otherwise; and
2. arises from, or relates to, acts or omissions before 21 September 1992:
    a. by, or on behalf of, the Crown; or
    b. by or under legislation; and
3. includes the claims listed in the Third Schedule;

Iwi means the collective of hapū who represent the interests of uri o Ngā Pūriri Pūmau.

Marae o Ngā Pūriri Pūmau means the number of marae within its tribal boundary. Marae within the tribal boundaries of Ngā Pūriri Pūmau are:

- Ngāwhā
- Parawhenua
- Te Rāwhitiroa
- Tauwhara
- Oromāhoe
- Te Aranga Hou
- Te Herenga
- Te Tii – Waitangi
- Mātoa

Members Resolution means a resolution passed by Adult Members in accordance with the First Schedule;

Ngā Pūriri Pūmau means:

1. the collective group, composed of uri who descend from one or more Ngā Pūriri Pūmau Ancestors;
2. every whānau, hapū or group to the extent that it is comprised of individuals referred to in paragraph (1) of this definition, including hapū:

3. every individual referred to in paragraph (1) of this definition;

Ngā Pūriri Pūmau Ancestors refers to those whose whakapapa binds the affiliated hapū together, and who hold the stories, knowledge, and mana that continue to guide and sustain present and future generations.

Ngā Pūriri Pūmau Uri means every individual referred to in paragraph (3) of the definition of Ngā Pūriri Pūmau.

Official Records means the written record of the administration of the Trust maintained by the Trustees in accordance with clause 8.5;

Operational Date means the date upon which the Ngā Pūriri Pūmau Trust Deed comes into effect and the existing Hapū Māngai and Pou Tautoko, already mandated by their respective hapū in accordance with tikanga, formally assume office as Trustees under this Trust Deed;

PSGE means a post settlement governance entity that has been ratified by Ngā Pūriri Pūmau uri to receive redress in settlement of any Historical Claim;

Settlement Date means the date on which the Historical Claims are settled;

Special Meeting means a meeting called by Trustees or 5% Adult Registered Members and held pursuant to clauses 8.6.

Te Kāhui Māngai means the collective governance body comprising one (1) Māngai and one (1) Pou Tautoko recognised by each participating hapū, who together constitute "the Trustees" of Ngā Pūriri Pūmau o Te Waimate me Taiāmai Pre-Settlement Claims Trust.

Te Tari Tautoko means the administrative and operational support team responsible for supporting the functions, communications, coordination, and implementation activities of Ngā Pūriri Pūmau.

Trust means the trust created by this Deed which is to be called the Ngā Pūriri Pūmau Pre-settlement Claims Trust;

Trust Fund has the meaning given to it in clause 2.2;

Trustees means the members of Te Kāhui Māngai who hold office as trustees of Ngā Pūriri Pūmau o Te Waimate me Taiāmai Pre-Settlement Claims Trust in accordance with this Deed.

Trustee means a person formally elected or appointed in accordance with this Trust Deed following the Operational Date.

1.2 Interpretation:

In this Deed, unless the context otherwise requires:

a. Words importing the singular include the plural and vice versa;

b. Words importing one (1) gender include the other genders;

c. References to a person include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;

d. References to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;

e. References to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Deed;

f. The schedules to this Deed shall form part of this Deed;

g. Headings appear as a matter of convenience only and shall not affect the interpretation of this Deed;

h. References to a company are references to a company incorporated pursuant to the Companies Act 1993; and

i. References to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

2. ESTABLISHMENT OF TRUST

2.1 Name of the Trust

The Trust shall be known as "The Ngā Pūriri Pūmau o Te Waimate me Taiāmai Pre-settlement Claims Trust" or the "Pre-settlement Trust".

2.2 Trust Fund

The Trustees acknowledge that they have received the sum of **$100.00**, settled upon them to establish the Trust, which shall be held by them upon the trusts and for the purposes set out in this Deed, together with all other money, property and assets subsequently paid, transferred, acquired by, or vested in the Trustees (together, the **Trust Fund**).

2.3 Office of the Trust

The registered office of the Trust shall be situated at the BDO Kerikeri office, or such other address as may be determined by the Trustees from time to time.

2.4 Limitation

The objects of the Trust extend only to matters or things which are for a charitable purpose as defined in the Charities Act 2005, and the activities of the Trust shall be restricted accordingly and limited to New Zealand.

2.5 Administration of the Trust

The Pre-settlement Trust shall be governed by Te Kāhui Māngai, comprising the

Māngai and Pou Tautoko recognised by participating hapū, who act as Trustees under this Deed in accordance with clause 6.

3. PURPOSE, OBJECTS AND FUNCTIONS

3.1 Purpose

a. The primary purpose of the Trust is to negotiate the settlement of the Historical Claims for Ngā Pūriri Pūmau and to advance the objects in clause 3.2 (the Primary Charitable Purpose).

b. In addition to the Primary Charitable Purpose, the purposes of the Trust shall include carrying out any charitable purpose in New Zealand relating to the relief of poverty, the advancement of education, the advancement of religion, and any other purpose beneficial to the community.

c. The purposes of the Trust shall not include or extend to any purpose which is non charitable within the laws of New Zealand and the powers of Te Kāhui Māngai and activities of the Trust shall be restricted accordingly and shall be carried out solely within New Zealand.

3.2 Objects

The objects of the Trust (the Objects) are:

a. To develop and implement a process for the Trust to obtain a mandate from Ngā Pūriri Pūmau members to negotiate with the Crown for the settlement of the Historical Claims.

b. To develop a Deed of Mandate to submit to the Crown for the purpose of obtaining a mandate to negotiate the settlement of the Historical Claims.

c. To prepare for and enter into negotiations with the Crown for the settlement of the Historical Claims.

d. To communicate widely and effectively with Ngā Pūriri Pūmau uri, whānau, hapū and marae to ensure informed participation in all stages of the settlement process.

e. To successfully negotiate a Deed of Settlement with the Crown.

f. To present an initial Deed of Settlement to the Adult Members of Ngā Pūriri Pūmau for ratification through a transparent and accountable ratification process.

g. To develop and initiate a Post Settlement Governance Entity (PSGE) structure that is fit-for-purpose, durable, and reflective of hapū aspirations.

3.3 Objects independent

Te Kāhui Māngai shall be empowered to carry out any one or more of the objects of the Trust independently of, and without being required to prioritise or complete any other object of the Trust

3.4 Functions

The Trust will:

a. Inform Ngā Pūriri Pūmau uri of the processes undertaken by the Trust to obtain a comprehensive, full and final settlement of all Historical Claims, ensuring information is accessible, accurate, and timely.

b. Appoint and manage negotiators (who will not be Trustees or Te Kāhui Māngai) to act for and on behalf of Ngā Pūriri Pūmau in negotiating the settlement of the Historical Claims, and oversee their performance and accountability.

c. Communicate with Members of Ngā Pūriri Pūmau at marae, hui-ā-hapū, Collective Hapū Hui, smaller local hui, and through digital and written channels including website, pānui, and hui in other areas where Ngā Pūriri Pūmau uri reside.

d. Provide Treaty settlement education and awareness to enable Ngā Pūriri Pūmau uri to make informed decisions throughout the settlement process.

e. Facilitate and initiate legal or specialist advice relating to the settlement of the Historical Claims, including representation matters, overlapping claims, and any other specialist matters as required.

f. Work with Ngā Pūriri Pūmau Te Tari Tautoko to provide financial, payroll, HR, information systems, uri database, policy, and communication services to the Trust.

g. Provide quarterly reports on the activities of the Pre-settlement Trust to Ngā Pūriri Pūmau uri, ensuring transparency and accountability.

h. Do all such other things as may be required in furtherance of the Objects of the Trust.

3.5 Roles and responsibilities

In order to achieve the Objects, and in addition to the functions of the Trust, the Trust will:

a. maintain the highest level of trust and integrity by acting at all times in the best interests of Ngā Pūriri Pūmau;

b. maintain a robust and widely consultative process in relation to the settlement of the Historical Claims with Ngā Pūriri Pūmau uri, hapū, and marae.

c. report to and engage with Ngā Pūriri Pūmau uri, hapū, and marae at hui in locations where they reside in significant concentrations, and ensure that all hui are advertised as widely as practicable.

d. report to Ngā Pūriri Pūmau uri quarterly, or as required, to ensure they are well informed of the operations of the Trust.

e. provide clear processes for the appointment of negotiators to negotiate with the Crown for the settlement of the Historical Claims.

f. oversee and co-ordinate all aspects of negotiations, including the contracting of specialist advice when required.

g. ensure that ratification processes are transparent and accountable to Ngā Pūriri Pūmau uri and hapū.

h. guide and make strategic governance decisions relating to negotiations, including the approval of key milestones and documents such as the mandate, negotiation strategies, Terms of Negotiation, Agreement in Principle or other similar non-binding agreements, and the Deed of Settlement.

i. monitor and report regularly on all financial matters relating to the Historical Claims negotiations process.

j. provide strategic oversight and strategic development to the Claimants of Ngā Pūriri Pūmau; and

k. work in conjunction with Ngā Pūriri Pūmau Te Tari Tautoko to provide financial oversight for the Historical Claims negotiations process.

4. POWERS OF TE KĀHUI MĀNGAI (THE TRUSTEES)

4.1 General

Te Kāhui Māngai shall exercise their powers jointly in pursuit of the general administration of the Trust. In addition to all other powers conferred by the law, Te Kāhui Māngai shall have the same powers as a natural person acting as a beneficial owner of the Trust Fund. Such powers shall not be limited or restricted by any principle of construction or rule of law or statutory power or provision, except to the extent set out in this Deed.

4.2 Promotion of objects

Te Kāhui Māngai shall promote the Objects of the Trust and shall act on behalf of, and in the interests of, the Trust and Ngā Pūriri Pūmau uri.

4.3 Advertise and Inform

Te Kāhui Māngai shall have the power to make known and further the Objects of the Trust by advertising the manner in which the Trust Fund or any part of it has been, is being, or will be applied, through established media and by advertising in any

medium. They may also disseminate information relating to the Trust by written publication or otherwise.

4.4 Collect Fund

Te Kāhui Māngai shall have the power to collect funds and raise money by all lawful means and receive, accept, encourage, and enlist financial and other contributions, subscriptions, sponsorships, donations, legacies, endowments, or bequests from any source. They may also conduct fundraising campaigns to further the exclusively charitable Objects of the Trust.

4.5 Receive Grants and Subsidies

Te Kāhui Māngai shall have the power to receive from the New Zealand Government or any council, board, territorial authority, or body under the jurisdiction of such governmental authority, or from any national or international organisation, any grant, subsidy, or payment of any kind to further the Objects of the Trust.

4.6 Specified Trust

Te Kāhui Māngai shall have the power to carry out any specified trust attaching or relating to any contribution, subscription, sponsorship, donation, legacy, endowment, grant, bequest, subsidy, or payment received, to the extent such specified trust conforms with the Objects of the Trust.

4.7 Apply Funds

Te Kāhui Māngai shall have the power to apply any money forming part of the Trust Fund to the promotion, advancement, and development of the Objects of the Trust.

4.8 Invest Funds

Te Kāhui Māngai shall have the power to invest any money forming part of the Trust Fund in any of the ways authorised by law for the investment of trust funds including (if Te Kāhui Māngai think fit) on mortgage of land either by Te Kāhui Māngai alone or together with any person or persons as a contributory mortgagee.

4.9 Acquire property

Te Kāhui Māngai shall have the power to acquire any real or personal property or interest in such property (whether in New Zealand or elsewhere) whether by purchase, lease, hire, exchange or otherwise and on such terms and conditions as Te Kāhui Māngai think fit.

4.10 Pay Debts

Te Kāhui Māngai shall have the power to apply any income or capital of the Trust Fund, for, or towards payment of any fees, costs, disbursements, debts or other liabilities or any part of such liabilities, owing by or in respect of the Trust or incurred in connection with the Trust or Trust entities. Such power shall apply whether or not the liabilities are charged upon the Trust Fund or on any part of it, and whether or not Te Kāhui Māngai are contractually or otherwise legally liable for the payment of the fees, costs, disbursements, debts or other liabilities.

4.11 Establish Reserve Fund

Te Kāhui Māngai shall have the power to establish and subscribe to any depreciation or reserve fund for any purpose Te Kāhui Māngai deem advisable and to determine in their discretion whether that fund is income or capital.

4.12 Maintain Property

Te Kāhui Māngai shall have the power generally to maintain, manage, repair, improve or develop any real or personal property, or any interest, which forms part of the Trust Fund in such manner as Te Kāhui Māngai think fit.

4.13 Settle Accounts

Te Kāhui Māngai shall have the power to agree and settle accounts with all persons liable to account to Te Kāhui Māngai and to compromise questions relating to the Trust Fund and to grant receipts, discharges and releases from such accounts.

4.14 Appoint Agents

Te Kāhui Māngai shall have the power to instruct and pay any person to transact all or any business or do any act required to be transacted or done in the execution of the trusts of this Deed including the receipt and payment of money. Te Kāhui Māngai shall not be responsible for any default of any such person appointed in good faith or for any loss occasioned by such person's instruction.

4.15 Delegate

Te Kāhui Māngai shall have the power to delegate any of their powers to any Trustee or Trustees, or person or persons (including a committee or an employee), provided that such delegation is recorded in writing by Te Kāhui Māngai.

4.16 Make Policies and Rules

Te Kāhui Māngai shall have the power to make policies, rules, guidelines and other determinations in governing the Trust.

4.17 Bank Accounts

Te Kāhui Māngai shall have the power to open or maintain such current or other accounts at such banks or other institutions and in such manner as Te Kāhui Māngai from time to time.

4.18 Insure

Te Kāhui Māngai shall have the power to insure against loss or damage by any cause of any insurable property forming part of the Trust Fund, and to insure against any risk or liability against which it would be prudent for a person to insure if they were acting for themselves, for such amounts and on such terms as Te Kāhui Māngai may from time to time think fit.

4.19 Statutory Authorisation

Te Kāhui Māngai shall have the power to do all or any of the things which they are

authorised to by the Trusts Act 2019.

4.20 General

Te Kāhui Māngai shall have the power to do all such other things as in the opinion of Te Kāhui Māngai are incidental or conducive to the attainment of the Objects of the Trust.

5. DUTIES OF TRUSTEES

a. Te Kāhui Māngai must always act, collectively and individually in accordance with their fiduciary duties and obligations.

b. In performing their duties, each Trustee must act in good faith.

c. Te Kāhui Māngai must not, collectively or individually, act or agree to act in a manner that contravenes this Deed.

d. Every Trustee, when exercising powers or performing duties as a trustee, must exercise the care, diligence, and skill reasonably expected of a person in like circumstances, and in accordance with the Trusts Act 2019 and clauses 3 and 4 of this Deed.

e. No Trustee may act in a manner that brings, or is likely to bring, the Trust into disrepute.

6. TE KĀHUI MĀNGAI / TRUSTEES

6.1 Transitional Appointment and Assumption of Office of Trustees

On and from the Operational Date, the existing Hapū Māngai and Pou Tautoko recognised by their respective hapū in accordance with tikanga shall collectively form Te Kāhui Māngai and assume office as Trustees under this Deed.

For the avoidance of doubt, no further election process shall be required for the initial establishment of the Trust where Hapū Māngai and Pou Tautoko have already been selected and mandated by their respective hapū prior to the Operational Date.

6.2 Future Appointment, Removal and Replacement of Trustees

Following the Operational Date, participating hapū retain the authority to appoint, remove, or replace their Hapū Māngai Trustee and Pou Tautoko Trustee in accordance with their tikanga.

Participating hapū retain authority to appoint, replace, or remove their Hapū Māngai and Pou Tautoko in accordance with their tikanga.

The process for recognising any appointment, replacement, or removal of Hapū Trustees is set out in the Second Schedule.

For clarity, a change to a Hapū Māngai or Pou Tautoko does not, of itself, constitute an amendment, withdrawal, or removal of the collective mandate of Ngā Pūriri Pūmau.

6.3 Term of Office

The term of office of every Trustee shall be three (3) years, unless:

a. the Trustee resigns;

b. is removed in accordance with this Trust Deed; or

c. their mandate is amended or withdrawn by their hapū in accordance with tikanga and the provisions of this Trust Deed.

Trustees transitioning into office on the Operational Date from existing Hapū Māngai and Pou Tautoko roles shall be deemed to have commenced their term of office on the Operational Date.

6.4 Accountability and Representation of Hapū

Each Hapū Māngai Trustee and Pou Tautoko Trustee is appointed and mandated by their respective hapū and is accountable to that hapū for the exercise of their representative responsibilities within Ngā Pūriri Pūmau.

In carrying out their role, each Hapū Māngai Trustee and Pou Tautoko Trustee shall:

a. actively engage with their respective hapū and claimant community to understand and accurately represent their aspirations, priorities, concerns and positions;

b. ensure that the aspirations, perspectives and decisions of their hapū and associated claimant community are brought forward and appropriately represented in the deliberations, decision-making, mandate activities and settlement negotiations of Te Kāhui Māngai;

c. maintain regular and effective communication with their respective hapū, including through Hapū Hui, wānanga and other engagement processes determined by the hapū;

d. report back to their respective hapū on decisions, developments and matters considered by Te Kāhui Māngai that affect or are relevant to that hapū and its claimant community;

e. seek direction from their hapū where a matter is of particular significance to the hapū, including matters relating to hapū aspirations, historical claims, settlement redress, cultural redress, whenua, wai, wāhi tapu, taonga, whakapapa or other matters affecting hapū rights and interests; and

f. ensure, so far as reasonably practicable, that the position conveyed on behalf of the hapū accurately reflects the position determined by that hapū in accordance with its own tikanga and decision-making processes.

6.5 Chairperson

Te Kāhui Māngai shall annually determine from among their number who shall be the Chairperson of the Trust. The chairperson shall hold office for a period of one (1) year from his or her appointment, or such other period as determined by Te Kāhui

Māngai.

6.6 Eligibility to be a Trustee

The following persons shall not be eligible for appointment, or to remain in office, as a Trustee:

a. **Bankrupt:** a person adjudged 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, or to any order under section 299 of the Insolvency Act 2006;

b. **Conviction**: a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;

c. **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;

d. **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;

e. **Property Order:** a person who is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988; and if any of the above events occur to an existing Trustee, they shall be deemed to have vacated their office upon such event;

f. **Charities Act:** a person who is disqualified from being an officer of a charitable entity pursuant to section 16 of the Charities Act 2005; and

g. **Employee:** a person who is a paid employee of the Trust or a paid employee of any council, trust or other organisation which provides funds to the Trust.

6.7 Resignation

Any Trustee may resign from the Trust by giving not less than 30 days' written notice to the remaining Trustees and such notice shall take effect from the date specified in the notice or, if there is no date specified, upon the expiry of 30 days from the date the notice was received by the remaining Trustees.

6.8 Changes to Hapū Māngai and Pou Tautoko

Where a hapū seeks to amend, replace, or remove its mandate from a Ngā Pūriri Pūmau Māngai and/or Pou Tautoko, the hapū must:

a. hold a Hapū Hui in accordance with their tikanga;

b. keep a formal record of the hui including:

   i. the motion put forward;

   ii. the voting process undertaken;

   iii. the outcome of the vote;

   iv. votes For, Against, and Abstentions;

   v. and the Māngai and/or Pou Tautoko the hapū determines should hold the mandate;

c. provide the above information, together with a formal request for removal, replacement, or amendment of representation in writing to:

TeWaimateTaiamai-Secretary@outlook.com

d. Te Tari Tautoko shall acknowledge receipt of the request in writing and prepare a motion regarding the request for consideration at the next Te Kāhui Māngai hui;

e. where appropriate, Te Kāhui Māngai may request further information or engagement with the affected hapū prior to making any determination;

f. any confirmed amendment to Hapū Māngai and/or Pou Tautoko representation shall take effect upon confirmation by Te Kāhui Māngai and recording within the official records of the Trust.

6.9 Mandate Amendment or Removal Process

Where a hapū seeks to amend or remove the collective mandate of Ngā Pūriri Pūmau to represent the claimant community in Treaty settlement negotiations, the following process shall apply:

a. the affected hapū must first hold a Hapū Hui in accordance with their tikanga;

b. The hapū must provide a Hapū Decision Record confirming the decision-making process undertaken.

c. the hapū must provide written notice of the proposed amendment or removal of mandate to:

TeWaimateTaiamai-Secretary@outlook.com

together with all supporting documentation;

d. upon receipt of the request, Te Tari Tautoko shall initiate the Collective Engagement Process under clause 6.9;

e. where the proposed amendment relates to the collective mandate structure of Ngā Pūriri Pūmau itself, any amendment or variation to this Trust Deed shall require:

   i. the unanimous agreement of all participating hapū represented within Ngā Pūriri Pūmau, exercised in accordance with clauses 9.2 and 9.3; or

   ii. a Special General Meeting (SGM) and hapū vote;

f. where the proposed removal or amendment would materially affect the collective mandate held on behalf of all participating hapū, any decision to remove or fundamentally amend the collective mandate shall require agreement from all participating hapū;

g. where a hapū maintains its intention to withdraw following completion of the Collective Engagement Process, Ngā Pūriri Pūmau shall acknowledge the hapū position and notify Te Tari Whakatau accordingly;

h. any withdrawal from the collective mandate may result in that hapū and associated claimants no longer participating in, or benefiting from, the negotiations and settlement process undertaken by Ngā Pūriri Pūmau.

- For the avoidance of doubt, the unanimous agreement requirements in clauses 6.9(e) and 6.9(f) do not apply to the inclusion or withdrawal of an individual hapū under section 7. Any such inclusion or withdrawal shall be determined in accordance with the applicable process and decision-making requirements set out in section 7 of this Deed.

6.10 Collective Engagement Process - Collective Hapū Hui

Where concerns are raised regarding mandate, representation, withdrawal, or amendment of mandate, a Collective Engagement Process shall occur prior to any final determination being made.

The purpose of the Collective Engagement Process is to:

a. uphold tikanga-based engagement and decision-making;

b. ensure transparency and accountability;

c. provide an opportunity for concerns and options to be discussed collectively;

d. seek resolution where possible prior to any formal mandate amendment or withdrawal.

The Collective Engagement Process shall:

e. begin with a Hapū Hui convened by the affected hapū in accordance with their tikanga;

f. include notification to Te Tari Tautoko and Te Kāhui Māngai;

g. provide an opportunity for facilitated discussion between:

   i. the affected hapū;

   ii. Hapū Māngai;

   iii. Pou Tautoko;

   iv. Te Tari Tautoko;

   v. and claimant whānau where appropriate;

h. ensure a Hapū Decision Record is maintained.

i. allow Te Kāhui Māngai to request additional engagement, clarification, or information where necessary to ensure transparency and accountability;

j. ensure all engagement processes are conducted in good faith and in a manner consistent with tikanga, whakapapa relationships, and the long-term wellbeing of our tamariki mokopuna.

6.11 Resolution Thresholds and Decision-Making

Any resolution relating to:

a. amendment of mandate;

b. removal of mandate;

c. withdrawal from the collective mandate;

d. or significant representation changes,

must:

e. be considered at a Hapū Hui convened in accordance with the tikanga of the affected hapū;

f. be determined through a transparent decision-making process determined by the hapū;

g. include a Hapū Decision Record demonstrating the outcome and level of support from the affected hapū claimant community.

In considering any resolution, Te Kāhui Māngai may take into account:

h. the process followed;

   ii. attendance levels;

   iii. voting outcomes;

iv. tikanga considerations;

v. supporting documentation;

vi. and the potential impacts on the wider claimant community and collective mandate.

Where consensus cannot be reached regarding a mandate matter affecting multiple hapū collectives, Ngā Pūriri Pūmau may convene a houhou i te rongo hui to seek resolution in accordance with tikanga.

6.12 Failure to Attend

A Trustee who fails to attend three consecutive meetings of the Board of Trustees without prior written notice and reasonable explanation (as determined by the other Trustees) is deemed to have vacated their office..

6.13 Death

Upon the death of a Trustee their position shall be deemed to be vacant.

6.14 Trustee may be censured

Any Trustee that acts in a manner that brings or is likely to bring the Trust into disrepute may, by a resolution passed by 75% of the hapū entitled to vote on the matter, be formally censured.

6.15 Censure to be notified

The censure of a Trustee in accordance with clause 6.13 shall, together with reasons, be reported within five (5) Working Days of such censure to either:

a. the Hapū that elected him or her in accordance with clause 6.1 and 6.2 and the Second Schedule.

6.16 Vacancies of Trustees

Where a Trustee ceases to hold office in accordance with this Deed, the remaining Trustees may fill that vacancy as follows:

a. Where the vacancy occurs in relation to a Trustee elected by a Hapū (clause 6.1 and 6.2):

i. the vacancy shall be filled by the next highest polling candidate in the most recent election for that Hapū; or

ii. in the event that there were no other candidates in the most recent election, or the next highest polling candidate does not wish to take up the position, then the vacancy shall be filled by an election for that Trustee position, in accordance with the process set out in the Second Schedule.

b. The term of office for a Trustee appointed or elected under this clause

6.15 shall be the remainder of the term of the Trustee being replaced.

6.17 Recording

Upon every appointment, reappointment, removal or cessation of office of any Trustee, Te Kāhui Māngai shall record such fact in the Governance Records of the Trust.

7. HAPŪ INCLUSION AND EXCLUSION MECHANISMS

7.1 Hapū Inclusion Mechanism

Hapū of Te Waimate me Taiāmai ("joining hapū") may join the Ngā Pūriri Pūmau Deed of Mandate by:

a. providing written notice, together with a Hapū Decision Record confirming their intention to join the Deed of Mandate.

The notice must:

i. clearly identify the Wai claims proposed for inclusion;

ii. and include a request to meet to discuss the proposed inclusion.

Ngā Pūriri Pūmau will advise Te Tari Whakatau as soon as reasonably practicable upon receipt of such notice and will meet with the joining hapū representatives to discuss the request and acknowledge the request in writing;

b. providing information in writing relating to:

i. whakapapa;

ii. common founding ancestors;

iii. rohe;

iv. marae;

v. historical Wai claims proposed for inclusion;

vi. and the claimant community represented by those claims.

c. undertaking a mandate voting process, with advertised mandate information and voting hui, in accordance with their tikanga and using the same mandate resolution framework applying to Ngā Pūriri Pūmau.

Ngā Pūriri Pūmau and Te Tari Whakatau may continue Treaty settlement negotiations during any joining hapū mandate process;

d. confirming agreement to:

i. be bound by this Trust Deed;

ii. the mandate structure of Ngā Pūriri Pūmau;

iii. and any associated governance, accountability, and representation arrangements.

e. upon completion of the above process, Ngā Pūriri Pūmau shall convene a Special General Meeting ("SGM") to determine whether the joining hapū has satisfied the requirements of this clause.

At the SGM, Ngā Pūriri Pūmau shall consider:

i. the process undertaken by the joining hapū;

ii. the evidence provided;

iii. voting outcomes;

iv. and whether the joining hapū has demonstrated clear support from its claimant community.

If confirmed by resolution, Ngā Pūriri Pūmau shall notify Te Tari Whakatau in writing of:

i. the decision reached;

ii. the process undertaken;

iii. and the basis for the resolution.

f. Te Tari Whakatau may then brief the Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development regarding amendment of the Deed of Mandate.

g. Hapū may join the mandate up until a Deed of Settlement is initialled.

h. Where a hapū seeks to join after Agreement in Principle, the Crown and Ngā Pūriri Pūmau shall consider:

i. implications for the progress of negotiations;

ii. impacts on existing hapū;

iii. impacts on the redress being negotiated;

iv. and the Crown's preference for large natural groupings and comprehensive settlement.

i. The Crown and Ngā Pūriri Pūmau shall seek consensus regarding late inclusion requests.

Where consensus cannot be reached, the parties may indicate whether and on what basis negotiations may continue.

7.2 Hapū Exclusion / Withdrawal Mechanism

Ngā Pūriri Pūmau is committed to providing a clear, transparent, and tikanga-based pathway for hapū wishing to withdraw from the mandate process.

Hapū may seek withdrawal from the Ngā Pūriri Pūmau mandate up until the initialling of a Deed of Settlement.

Any hapū seeking withdrawal from the mandate process must:

a. provide written notice to Ngā Pūriri Pūmau at TeWaimateTaiamai-Secretary@outlook.com

Such notice must:

ii. be signed by the mandated hapū Māngai and Pou Tautoko;

iii. clearly identify the Wai claim numbers proposed for withdrawal;

iv. identify any registered claimants included within the withdrawal request;

v. outline the extent and nature of any concerns or issues relating to the mandate;

vi. and request a hui to discuss the concerns and options available.

b. provide a Hapū Decision Record confirming the withdrawal decision was made in accordance with hapū tikanga.

The public notice of the hapū hui must:

vi. clearly state the purpose of the hui;

vii. identify the Wai claims proposed for withdrawal;

viii. include the resolution to be voted on;

ix. and state that participation is open to adult members of the hapū subject to whakapapa verification.

c. participate in a hui convened by Ngā Pūriri Pūmau within ten (10) working days of receipt of the withdrawal notice.

The hui shall:

i. provide an opportunity to discuss concerns, implications, and alternatives to withdrawal;

ii. include an outline of any Crown statements regarding the consequences of withdrawal;

iii. and provide an opportunity for claimant whānau to express their views.

d. Ngā Pūriri Pūmau and/or Te Tari Whakatau may provide written advice outlining:

    i. the potential consequences of withdrawal;

    ii. Crown policy relating to mandate withdrawal;

    iii. whether the withdrawing hapū may be recognised as a suitable large natural grouping for negotiations;

    iv. and the implications for current or future negotiations.

e. Following completion of the hui process, the withdrawing hapū must provide a written report outlining:

    i. the process followed;

    ii. how the final decision was reached;

    iii. evidence of compliance with this clause;

    iv. and the final voting outcome.

The report shall be provided to Ngā Pūriri Pūmau and Te Tari Whakatau.

f. If, following the completion of the process, the hapū and associated claimants maintain their intention to withdraw, Ngā Pūriri Pūmau shall acknowledge the withdrawal and notify Te Tari Whakatau within fourteen (14) working days.

The withdrawing hapū and associated claimants shall no longer participate in, or benefit from, the negotiations and settlement process undertaken by Ngā Pūriri Pūmau.

g. Te Tari Whakatau may then brief the relevant Ministers regarding the amended mandate and seek Ministerial decisions regarding continued recognition of the mandate.

h. A hapū that has withdrawn from the mandate may seek to re-join the mandate process at a later stage through the Hapū Inclusion Mechanism set out within this Trust Deed.

i. No hapū may withdraw from the mandate following the initialling of a Deed of Settlement.

j. Where more than 50% of the participating hapū challenge the collective mandate and remain non-supportive following dispute resolution, a houhou i te rongo hui shall be convened immediately.

Fourteen (14) working days' notice shall apply to such hui.

8. MEETINGS OF THE TE KĀHUI MĀNGAI / TRUSTEES AND ANNUAL REPORT

8.1 Time and Place for Meetings

Te Kāhui Māngai shall meet at such places and times, and in such manner, as they determine. The Chairperson shall chair Te Kāhui Māngai meetings, or in his/her absence any other Trustee as determined by Te Kāhui Māngai.

8.2 Circular Resolutions

A resolution in writing signed, confirmed, or assented to by email or other visible electronic communication by Te Kāhui Māngai shall be as valid and effectual as if it had been passed at a meeting of Te Kāhui Māngai held in accordance with clause 9.3. Any such resolution may consist of several documents or electronic communications in like form each signed, confirmed, or assented to by one or more hapū.

8.3 Virtual Meetings

A meeting of Te Kāhui Māngai may be held where one or more of Te Kāhui Māngai are not physically present at the meeting, provided that:

a. all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication; and

b. notice of the meeting is given to Te Kāhui Māngai in accordance with the procedures agreed from time to time by Te Kāhui Māngai and such notice specifies that Trustees are not required to be present in person at the meeting.

8.4 Annual Report

The Trust must, within five (5) months after the end of each Financial Year, prepare an annual report on the affairs of the Trust for that Financial Year, which must include:

a. a summary of the activities of the Trust for that Financial Year; and

b. the audited financial statements of the Trust for that Financial Year.

8.5 Annual General Meeting

The Trust will, in each calendar year after the date of this Deed, hold an Annual General Meeting in addition to any other meetings held in that year.

a. The Annual General Meeting must be held within six (6) calendar months of the end of the Financial Year and in no event is more than 15 months to elapse between the date of one Annual General Meeting and the next.

b. The purpose of the Annual General Meeting will be:

   i. To report on the operations of the Trust.

   ii. To provide an update on Treaty Settlement related matters.

   iii. To present and review the Annual Report for the most recently completed Financial Year, the Chairperson's report and the audited financial statements of the Trust for that Financial Year.

   iv. To undertake all other notified business.

c. At least 21 Working Days before the date of any Annual General Meeting, Te Kāhui Māngai will provide written notice of the Annual General Meeting:

   i. in writing and by email to all Adult Registered Members at the last email address shown for each such Adult Registered Member on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko; and

   ii. through all main communication channels, including social media platforms, iwi radio, and the Ngā Pūriri Pūmau quarterly pānui.

d. All notices given pursuant to clause 8.5(c) shall contain:

   i. The date, time, venue and agenda of the Annual General Meeting.

   ii. information regarding where copies of any relevant information may be obtained, including the details of any Members Resolution proposed to be put to the Annual General Meeting and the reasons for it.

   iii. Such other information as may be required.

8.6 Special Meeting

In addition to the Annual General Meeting of the Trust, Te Kāhui Māngai shall:

a. convene a Special Meeting at the written request of:

   i. the Chairperson and Deputy Chairperson for the time being of the Trust; or

   ii. more than 50% of the hapū represented within Ngā Pūriri Pūmau; or

   iii. 5% of the Adult Registered Members;

b. give notice of such a Special meeting in the same manner as for a notice of the Annual General Meeting under clause 7.5(c) and 7.5(d) and those requesting the Special Meeting must provide a statement to Te Kāhui Māngai setting out the purposes for which the Special Meeting has been requested and the specific agenda items proposed for such a

Special Meeting; and

c. not be required to give notice calling the Special Meeting until such a statement with agenda items has been received.

d. Where a Special Meeting is called by either the Chair or Deputy Chair, where the only resolutions do not include a Members Resolution, then Te Kāhui Māngai shall vote on such resolutions, in accordance with clauses 9.2 and 9.3.

8.7 Special Meeting limited to notified business:

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

9. ADMINISTRATION

9.1 Quorum

A quorum for a meeting of Te Kāhui Māngai shall require:

a. the presence of one more than half of the total number of Trustees of Te Kāhui Māngai; and

b. representation at the meeting of one more than half of the total number of hapū represented within Ngā Pūriri Pūmau.

For the purposes of clause 9.1(b), a hapū is represented at a meeting where its Māngai Trustee and/or Pou Tautoko Trustee is present and authorised to represent that hapū.

Where two (2) or more hapū have elected to collectivise their representation and appoint one (1) Māngai Trustee and one (1) Pou Tautoko Trustee to collectively represent those hapū, each hapū within that collective shall be counted separately for the purposes of determining hapū representation and quorum.

A Trustee representing more than one hapū may therefore constitute representation for each hapū that the Trustee is duly appointed and authorised to represent.

No business requiring a resolution of Te Kāhui Māngai may be transacted unless a quorum is present. If quorum is lost during a meeting, no further resolution may be determined until quorum is restored.

9.2 Hapū Voting Entitlement

Where a matter is required to be determined by vote under this Deed, voting shall be exercised by hapū and not by individual Trustee.

Each hapū represented within Ngā Pūriri Pūmau shall be entitled to one (1) vote on a resolution determined by vote by division.

The Māngai Trustee and/or Pou Tautoko Trustee representing a hapū shall be responsible for conveying and exercising the vote of that hapū in accordance with the position of the hapū they represent and their responsibilities under this Deed.

Where both the Māngai Trustee and Pou Tautoko Trustee for the same hapū are present, they do not each hold a separate vote. Together they represent one (1) hapū voting entitlement.

Where two (2) or more hapū have elected to collectivise their representation and appoint one (1) Māngai Trustee and one (1) Pou Tautoko Trustee to collectively represent those hapū, each hapū within that collective retains its own separate voting entitlement. The Trustees appointed to represent those hapū may therefore cast one (1) vote for each hapū they are duly appointed and authorised to represent.

For the avoidance of doubt:

a. the voting entitlement belongs to the hapū, not to the individual Trustee;

b. no hapū may exercise more than one (1) vote on the same resolution;

c. collectivised representation does not merge, diminish or otherwise alter the separate voting entitlement of any hapū; and

d. a Trustee representing more than one hapū may record different votes for different hapū where those respective hapū have adopted different positions on the matter being determined.

9.3 Consensus Decisions and Vote by Division of Hapū

Except as otherwise provided in this Deed, all resolutions considered at a meeting of Te Kāhui Māngai shall, in the first instance, be determined by consensus.

Te Kāhui Māngai shall make reasonable efforts to achieve consensus through discussion, wānanga, whakawhiti kōrero and genuine consideration of the views and positions of the hapū represented.

Where consensus cannot be reached following reasonable discussion, the Chairperson may call for the matter to be determined by a vote by division of hapū.

For the purposes of a vote by division:

a. each hapū represented at the meeting and entitled to vote shall exercise one (1) vote in accordance with clause 9.2;

b. each hapū vote shall be recorded separately, including where multiple hapū are represented by the same Māngai Trustee and/or Pou Tautoko Trustee;

c. where the position of a hapū cannot be determined, or its representative is unable to exercise the vote of that hapū, the hapū vote shall be recorded as Abstaining; and

d. an abstention shall be recorded but shall not constitute a vote For or Against the resolution.

Unless otherwise expressly provided in this Deed:

1. an ordinary resolution determined by vote by division requires the support of more than fifty percent (50%) of the hapū entitled to vote and represented at the meeting; and

2. a resolution relating to an amendment to this Trust Deed, amendment or withdrawal of the mandate, settlement redress, dissolution of the Trust, or

any other significant constitutional matter requires the support of not less than seventy-five percent (75%) of the total hapū represented within Ngā Pūriri Pūmau, whether or not all such hapū are represented at the meeting.

Any vote by division shall be recorded in the minutes by hapū, identifying each hapū voting:

i. For;

ii. Against; or

iii. Abstaining.

The minutes may also record any relevant position, qualification or reasoning provided by a hapū through its Māngai Trustee and/or Pou Tautoko Trustee.

For the avoidance of doubt, a vote by division under this clause is a division of hapū, not a division of individual Trustees. Nothing in clauses 9.1 to 9.3 alters the legal status or duties of Māngai Trustees or Pou Tautoko Trustees as Trustees of Ngā Pūriri Pūmau. These provisions recognise that Trustees exercise governance responsibilities through Te Kāhui Māngai while ensuring that, where consensus cannot be achieved and a formal vote is required, each hapū retains an equitable and distinct voice in the decision.

9.4 Conflicts of Interest

A Trustee who has or may have a conflict of interest, as determined by Te Kāhui Māngai, must immediately disclose the interest to Te Tari Tautoko and the Chairperson. The interest must be recorded in the Governance Records.

A conflicted Trustee may participate in deliberations relating to the matter unless Te Kāhui Māngai determines otherwise, but must not exercise, convey or otherwise participate in the exercise of any hapū vote in relation to that matter, and must leave the meeting while the vote is undertaken.

The conflict of interest of an individual Trustee does not, of itself, remove or diminish the voting entitlement of the hapū or hapū represented by that Trustee. Where a Trustee is conflicted:

a. the hapū vote may be exercised by the other non-conflicted Māngai Trustee or Pou Tautoko Trustee authorised to represent that hapū;

b. where both Trustees representing a hapū are conflicted or otherwise unable to exercise the hapū vote, the hapū may authorise another person to convey its position solely for the purposes of that matter;

c. where a Trustee represents more than one hapū, the Trustee's conflict shall be considered in relation to each hapū represented and the matter giving rise to the conflict; and

d. any alternative authority to exercise or convey a hapū vote must be clearly recorded in the Governance Records.

For the avoidance of doubt, a conflict attaching to a Trustee is not automatically a conflict attaching to the hapū they represent. Any hapū vote exercised under this clause remains subject to clauses 9.2 and 9.3.

9.5 Minutes

Governance Records shall be provided and kept by Te Kāhui Māngai. Minutes of the proceedings of all meetings of Te Kāhui Māngai shall be prepared and entered in the Governance Records, and, if confirmed at a subsequent meeting of Te Kāhui Māngai, shall be signed by the Chairperson as a true and correct record. The Governance Records and all other books and records of the Trust shall be held by Te Tari Tautoko.

9.6 Bank Accounts

Te Kāhui Māngai shall keep an account or accounts at such bank or banks or financial institutions as they shall from time to time determine. Any debits from the account or accounts shall be signed by such person or persons as Te Kāhui Māngai shall from time to time authorise in writing.

9.7 Accounts and Audit

Te Kāhui Māngai shall keep full and correct records and accounts of all of their receipts, credits, payments, assets, liabilities and transactions and all other matters necessary for showing the true state and condition of the Trust. As soon as practicable after the end of each Financial Year, Te Kāhui Māngai shall ensure that financial statements are prepared including a statement of position, a statement of financial performance and notes to those statements giving a true and fair view of the financial position of the Trust for that Financial Year. Such financial statements may be audited by a chartered accountant appointed for that purpose by tTe Kāhui Māngai, as they determine.

9.8 Execution of Documents

e. If Te Kāhui Māngai are not incorporated as a Board under the Charitable Trusts Act 1957 documents to be executed by or for the Trust shall be signed by any two of Te Kāhui Māngai, one signatory being the chairperson.

f. If the Trust is incorporated as a Board under the Charitable Trusts Act 1957, documents to be executed by the Board shall be executed under its common seal and attested by any two of Te Kāhui Māngai, one of whom shall be the Chairperson.

9.9 Common Seal

If incorporated, the Board shall have a common seal that shall be kept at the Registered Office of the Trust or in the custody and control of a Trustee nominated by the board. When required, the common seal will be affixed to any document following a resolution of the Board and will be attested by any two of Te Kāhui Māngai, one of whom shall be the Chairperson.

9.10 Other procedures

Subject to the provisions of this Deed, Te Kāhui Māngai may otherwise regulate their procedure as they see fit.

9.11 Tax Returns

Te Kāhui Māngai shall ensure that all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information required by the Inland Revenue Department are prepared and filed to allow the Trust to retain its agreed status for taxation purposes.

10. STAFF

10.1 Appointment

Te Kāhui Māngai may employ such staff as they consider appropriate to work for the Trust, on such terms and conditions as they consider appropriate.

10.2 Attendances at Trustees' Meetings

Staff employed under clause 10.1 may be required to attend meetings of Te Kāhui Māngai but shall not be entitled to vote.

11. TRUSTEES' LIABILITY

11.1 Liability for Loss

In the absence of fraud, no Trustee shall be personally liable for any loss to the Trust Fund arising:

a. **Investment:** by reason of any improper or imprudent investment made by a Trustee in good faith;

b. **Agent:** from the negligence, fraud, or delay of any agent instructed by a Trustee in good faith;

c. **Mistake:** by reason of any mistake or omission made by any Trustee in good faith;

d. **Delay:** by reason of any delay caused by any Trustee;

e. **Deposit of Funds:** by reason of all or part of the Trust Fund being lawfully deposited in the hands of any banker or solicitor;

f. **Security:** by reason of the insufficiency or deficiency of any security upon which all or part of the Trust Fund may be invested;

g. **General:** by any other act of a Trustee, unless attributable to that Trustee's own dishonesty, or to the wilful commission or omission of any act known by that Trustee to be in breach of trust.

11.2 Proceedings

No Trustee is required to take, or is liable for failing to take, any proceedings against another Trustee or Trustees for any breach or alleged breach of trust committed by

that Trustee or those Trustees.

12. TRUSTEES' REMUNERATION AND EXPENSES

12.1 Professional Remuneration

Subject to clause 12.4, any Trustee who is a lawyer, accountant, or other professional may be engaged by the Trust to provide professional services (not being services as a Trustee), and may be paid for those services at a reasonable market rate, provided that:

a. the engagement is approved by written resolution of the non-conflicted hapū voting entitlements;

b. the conflicted hapū voting Māngai and/or Pou Tautoko takes no part in discussions or decisions regarding the engagement;

c. evidence of market-rate pricing is obtained and recorded; and

d. Te Kāhui Māngai are satisfied that no suitable non-Trustee provider is reasonably available.

12.2 General Remuneration

Each Trustee, other than a Trustee remunerated under clause 12.1, may receive an honorarium, stipend, or meeting fee for their governance duties, as determined annually by Te Kāhui Māngai, provided that such remuneration is reasonable having regard to their duties and responsibilities as Trustees.

12.3 Expenses

Each Trustee is entitled to be indemnified and reimbursed for all reasonable and necessary travelling, accommodation, and other expenses incurred solely in connection with Trust business, provided such expenses are supported by receipts or other satisfactory evidence.

12.4 Provision

No Trustee receiving any remuneration under clauses 12.1 or 12.2 may take part in any deliberations or decisions relating to that remuneration, nor may they influence (directly or indirectly) the nature, amount, or circumstances of payment. All such remuneration must be determined by the remaining non-conflicted hapū voting entitlements represented at the meeting on the basis of current market rates and recorded in the Official Records.

12.5 Not employed

For the purposes of this Deed, the remuneration referred to in clauses 12.1 and 12.2 is not considered employment.

13. LIABILITY, INDEMNITY AND INSURANCE

13.1 Limitation of liability

Each Trustee is indemnified out of the Trust Fund for any liability properly incurred in carrying out their duties as a Trustee, except where such liability arises from that Trustee's own dishonesty, wilful misconduct, or knowing breach of trust.

13.2 General indemnity

Te Kāhui Māngai may, out of the Trust Fund, effect and maintain insurance for Trustees in respect of any liability for which they may be indemnified under clause 13.1, provided that such insurance does not cover liability arising from dishonesty, wilful misconduct, or knowing breach of trust.

13.3 Action by Trust

The Trust may provide insurance for any person who is a Trustee in respect of any costs incurred by that person in any proceedings:

a. brought by the Trust against that person in their capacity as Trustee; and

b. in which judgment is given in that person's favour, they are acquitted, or relief is granted to them by the Court.

13.4 Action by a third party

The Trust may provide insurance for any person who is a Trustee in respect of any costs incurred by that person in any proceedings:

a. brought by any person other than the Trust against that person in their capacity as Trustee; and

b. which do not arise from a failure by that Trustee to act in good faith.

13.5 Record of indemnity and insurance

Te Kāhui Māngai must ensure that the particulars of any indemnity given or insurance provided under clauses 13.3 and 13.4 are recorded in the minutes of the meeting at which that indemnity or insurance is approved.

13.6 Meanings

In this clause:

a. "Trustee" includes a former trustee;

b. "indemnity" includes relief or excuse from liability; and

c. "proceedings" include civil, criminal and administrative proceedings.

14. NO PRIVATE PECUNIARY PROFIT

Nothing expressed or implied in this Deed permits the activities of Te Kāhui Māngai, or any business carried on by or on behalf of the Trust, to be conducted for the private pecuniary profit of any individual.

15. NGĀ PŪRIRI PŪMAU ROOPŪ KAITIAKI TAKE

15.1 Ngā Pūriri Pūmau Roopū Kaitiaki Take to be established

Te Kāhui Māngai shall establish a sub-committee, to be called the Ngā Pūriri Pūmau Roopū Kaitiaki Take, to provide non-binding advice and recommendations to Te Kāhui Māngai on any matters relating to the settlement of the Historical Claims that the Roopū Kaitiaki Take considers appropriate.

15.2 Composition of Ngā Pūriri Pūmau Claims Committee

The Ngā Pūriri Pūmau Roopū Kaitiaki Take will comprise:

a. one representative appointed by each Hapū; and

b. one representative appointed for each Ngā Pūriri Pūmau WAI claim.

15.3 Hapū representatives

Each Hapū may appoint one (1) representative to the Roopū Kaitiaki Take. Each Hapū must inform the Trust in writing of any appointment, removal, or replacement of its representative. The eligibility criteria for Trustees, as set out in clause 6.6, apply to all Hapū appointments to the Roopū Kaitiaki Take.

15.4 The Ngā Pūriri Pūmau Wai Claimants

Each Claimant may each appoint one representative (per WAI claim) to the Ngā Pūriri Pūmau Roopū Kaitiaki Take. Members of the sub committee are to inform the Pre-settlement Trust in writing of the appointment, removal and replacement of such representatives.

Each WAI Claimant group may appoint one (1) representative per WAI claim to the Roopū Kaitiaki Take. Claimants must inform the Trust in writing of any appointment, removal, or replacement of their representative. The eligibility criteria for Trustees, as set out in clause 6.6, apply to all appointments made by Claimants to the Roopū Kaitiaki Take.

15.5 Ngā Pūriri Pūmau Wai Claimants

Each appointed representative may assist with the preparation and advancement of their respective WAI claim.

15.6 Costs

Members of the Ngā Pūriri Pūmau Roopū Kaitiaki Take are entitled to receive a meeting fee and mileage reimbursement, at rates to be determined by Te Kāhui Māngai. All other costs and expenses incurred by members or their appointing bodies remain their own responsibility unless otherwise approved by Te Kāhui Māngai.

16. HOUHOU I TE RONGO / DISPUTE RESOLUTION PROCESS

16.1 Guiding Principles

Ngā Pūriri Pūmau maintains a transparent and robust dispute resolution process to support the resolution of matters relating to the operations, representation, mandate, tikanga, or decision-making processes of the Trust.

All disputes shall, in the first instance, be addressed kanohi ki te kanohi and in accordance with tikanga, whakapapa relationships, manaakitanga, whanaungatanga, kotahitanga, and the principle of houhou i te rongo.

The purpose of this process is to:

a. provide a transparent, fair and tikanga-based pathway for resolving disputes.

b. uphold the ability of hapū to determine matters relating to their own representation and participation;

c. encourage good faith discussions and resolution at the lowest appropriate level;

d. preserve relationships between hapū, whānau, claimants, Trustees and the wider claimant community; and

e. ensure accountability, fairness and transparency throughout the mandate process.

16.2 Hapū and Internal Disputes

Registration, whakapapa, representation, accountability, appointment of Māngai, Pou Tautoko, kōmiti members, negotiators, or other internal hapū matters shall be referred in the first instance to the relevant hapū for determination.

The relevant hapū shall determine the matter in accordance with their own tikanga, processes and decision-making practices.

Any decision of the hapū shall be communicated to Ngā Pūriri Pūmau through the relevant Māngai and/or Pou Tautoko and recorded in the official records of the Trust.

16.3 Disputes Between Hapū, Representatives or Parties

Where a dispute arises between one or more hapū, Trustees, Māngai, Pou Tautoko, negotiators, claimant groups, or any person acting in connection with Ngā Pūriri

Pūmau, the affected parties must first hui and/or wānanga to seek resolution.

The parties shall engage in good faith and in accordance with tikanga to resolve matters through kōrero, mediation, and houhou i te rongo.

16.4 Notice of Dispute

Where the matter cannot be resolved through initial engagement, the affected party ("the Petitioner") may provide written notice ("Dispute Notice") to the Chairperson of Ngā Pūriri Pūmau.

The Dispute Notice must:

a. identify the parties involved;

b. outline the nature of the dispute;

c. provide relevant supporting information;

d. identify the resolution sought; and

e. include any relevant Hapū Decision Record where applicable.

The Trust shall acknowledge receipt of the Dispute Notice within ten (10) Working Days.

16.5 Initial Resolution Process

Following receipt of a Dispute Notice, the Chairperson or delegated representative shall:

a. engage with affected parties in good faith;

b. facilitate hui and/or wānanga where appropriate;

c. seek further information where required; and

d. support resolution in accordance with tikanga and the principles of this Trust Deed.

16.6 Pou Tikanga / Pūkenga Process

Where a dispute cannot be resolved within two (2) months of receipt of a Dispute Notice, Ngā Pūriri Pūmau may appoint up to three (3) Pou Tikanga/Pūkenga to assist with resolution.

The Pou Tikanga/Pūkenga shall:

a. consider the matters raised;

b. seek any additional information required;

c. facilitate tikanga-based engagement;

d. consult with kaumātua, kuia or appropriate knowledge holders where necessary;

and

e. determine an appropriate pathway for resolution.

The Pou Tikanga/Pūkenga may meet with parties, receive written submissions, facilitate houhou i te rongo processes and provide findings and recommendations.

16.7 Findings and Recommendations

The Pou Tikanga/Pūkenga shall provide a written report outlining:

a. the issues considered;

b. the process undertaken;

c. findings reached; and

d. recommended actions required to resolve the dispute.

Te Kāhui Māngai shall rely upon and have regard to the findings and recommendations of the Pou Tikanga/Pūkenga when determining the appropriate resolution.

16.8 Relationship to Mandate Amendment, Removal or Hapū Withdrawal

Where disputes relate to representation, accountability, participation, mandate amendment, mandate removal, or hapū withdrawal, the parties shall first seek resolution through the processes outlined above.

If the dispute cannot be resolved through these processes, the relevant mandate amendment, removal or hapū withdrawal provisions contained within this Trust Deed may be utilised.

16.9 Crown Role in Mandate Amendment, Removal or Hapū Withdrawal Processes

Ngā Pūriri Pūmau acknowledges that any amendment or removal of the mandate, or withdrawal of a hapū from the mandate, may require engagement with the Crown due to its role in recognising and maintaining settlement negotiation mandates.

Where a mandate amendment, mandate removal, or hapū withdrawal process is initiated:

a. Ngā Pūriri Pūmau will notify the Crown of the process being undertaken and provide relevant information regarding the issues raised;

b. the Crown may assess whether the process followed is fair, transparent, and consistent with the recognised mandate, Trust Deed, and Crown requirements;

c. the Crown may seek further information from Ngā Pūriri Pūmau, affected hapū, claimants, or members of the claimant community;

d. the Crown may consider the level of support demonstrated by the claimant community, the process followed, and whether tikanga-based engagement has

occurred;

e. any Crown decision regarding recognition of an amended mandate, removal of mandate, or hapū withdrawal will occur following consideration of the information provided and Crown mandate policies.

Ngā Pūriri Pūmau will continue to engage openly and transparently with the Crown, hapū and claimant community throughout any such process.

Nothing in this clause prevents hapū from exercising their own tikanga-based decision-making processes regarding their participation and representation.

17. AMENDMENTS

17.1 Clauses that cannot be changed

No resolution is to be of any effect if:

a. it is designed to vary, or would have the effect of varying, the definition of Ngā Pūriri Pūmau so as to:

   i. exclude persons who affiliate, by whakapapa, to the iwi of Ngā Pūriri Pūmau; or

   ii. include persons who do not affiliate, by whakapapa, to the iwi of Ngā Pūriri Pūmau; or

b. the consequence is to amend the Deed in a manner that prejudices in a material manner the Trust's entitlement to charitable status under the laws of New Zealand, or its entitlement to an income tax exemption.

17.2 Changes to the Deed

Subject to clause 17.1, Te Kāhui Māngai have the power to amend, revoke or add to the provisions of this Deed, provided that:

a. the amendment is put to, and agreed to by a resolution of not less than 75% of the total participating hapū represented within Ngā Pūriri Pūmau, exercised in accordance with clauses 9.2 and 9.3.; and

b. in the case of an amendment that amends the clauses listed in clause 17.3, the amendment is approved by a Members Resolution.

17.3 Certain amendments require approval by a Members Resolution

The clauses for the purpose of clause 17.2(b) are: 3.1, 5, 6.1, 6.2, 6.3, 6.4, 6.5, 7.4, 7.5, 7.6, 9.1, 9.2. 9.3, 14, 15, 16, and 17.

18. LIQUIDATION/DISSOLUTION

18.1 Windup

The Trust will be wound up or dissolved as soon as reasonably practicable after the Completion Date.

18.2 Early wind-up

The Trust may only be wound up or dissolved prior to the Completion Date, upon a unanimous support of all participating hapū represented within Ngā Pūriri Pūmau at a meeting of the Trustees called for that purpose. There shall be no less than thirty (30) days' notice given of such a meeting to Te Kāhui Māngai.

18.3 Surplus Property

On the winding-up of the Trust or its dissolution by the Registrar of the High Court under the Charitable Trusts Act 1957, all surplus assets after the payment of costs, debts, and liabilities shall be given to such exclusively charitable organisation within New Zealand as Te Kāhui Māngai decide, or, if they are unable to make such decision, shall be disposed of in accordance with the directions of the High Court under section 27 of the Charitable Trusts Act 1957.

19. GOVERNING LAW

19.1 This Deed and the Trust shall be construed in accordance with and governed by the laws of New Zealand.

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

20. EXECUTION

Executed as a Deed this 22 day of June 2026

By:

Signed by:
Ataarangi Woodman Witana
A1618263EFC8499...
Ataarangi Woodman

Signed by:
5AF22686EA054A4...
David Rankin

DocuSigned by:
Hinerangi Himiona
2D610089AD5A4BF...
Hinerangi Himiona

Signed by:
Raewyn Tipene
9608A5AEE5834C6...
Raewyn Tipene

Signed by:
Te Rau Allen
F6AAAB6010B043F...
Te Rau Allen

Signed by:
633C8386683B4A5...
Wiremu (Bill) Tane

Signed by:
F8DBA5C586424BD...
Ben Dalton

Signed by:
58BF56B5151547D...
Erin Shanks

Signed by:
371A9D136BA7465...
Ivan Hauraki

DocuSigned by:
17A01576B20A4B3...
Rukuwai Allen

Signed by:
Wayne Stokes
B31005471UDC4D5...
Wayne Stokes

FIRST SCHEDULE - PROCEDURE FOR PASSING A MEMBERS RESOLUTION

1. THIS SCHEDULE TO APPLY

A Members Resolution shall only be passed as set out in this Schedule.

2. MEMBERS RESOLUTIONS TO BE CONSIDERED AT ANNUAL GENERAL MEETINGS OR SPECIAL MEETINGS

A Members Resolution can only be considered and passed at an Annual General Meeting or a Special Meeting. No other business may be transacted at a Special Meeting.

3. VOTING

Voting on a Members Resolution shall occur using Approved Voting Methods.

4. VOTING THRESHOLD

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

5. VOTING INFORMATION AND PROCESS

5.1 Other details to accompany vote

Each voting form, whether submitted in person or by electronic means, must contain sufficient information to identify the voter and the voting documents issued to that voter.

5.2 Manner in which votes may be cast

A vote on a Members Resolution may be cast by:

a. delivery to the Chief Returning Officer at the Annual General Meeting or Special Meeting; or

b. by placing voting forms into a secret ballot box in person at the Annual General Meeting or Special Meeting; or

c. by secure digital voting methods approved by Te Kāhui Māngai, which may include electronic submission via an authorised platform, provided that such methods ensure voter verification, confidentiality of the ballot, and integrity of the voting process.

5.3 Eligibility to vote

Each Adult Member is eligible to vote on a Members Resolution, provided that:

a. each such Adult Member will only be eligible to cast one (1) vote;

b. subject to *rule 5.4(c)* of this Schedule each Adult Member must, at the date of the Annual General Meeting or Special Meeting, be recorded on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko;

c. where an Adult Member is not recorded on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko but wishes to vote on a Members Resolution, that Adult Member must:

i. complete an application for registration on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko, including sufficient information for registration, and submit this completed application form with a completed voting form or digital voting submission;

ii. if the application for registration is validated by the Ngā Pūriri Pūmau Te Tari Tautoko operating in accordance with its usual procedure:

1. the voting form or digital vote will be counted by the Chief Returning Officer in accordance with rule 7 of this Schedule;

2. that Adult Member will be added to the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko unless he or she has indicated on the application for registration that he or she does not wish to be added to this roll.

d. Where, in accordance with *rule 5.4(c)(ii)(B)* of this Schedule, an Adult Member has indicated on the application for registration that he or she does not wish to be added to the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko, then:

i. the application form and any contact details for that Adult Member will not be retained by the Trust; and

ii. the Adult Member in question will be required to complete the steps in *rule 5.4(c)* of this Schedule in order to participate in voting on any future Members Resolutions.

6. APPOINTMENT OF CHIEF RETURNING OFFICER

6.1 Appointment of Chief Returning Officer

For the purposes of a Members Resolution, Te Kāhui Māngai shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust.

6.2 Chief Returning Officer to receive voting forms

Voting forms must be addressed to the Chief Returning Officer.

6.3 Chief Returning Officer to be present at Annual General Meeting or Special

Meeting to consider a Members Resolution

The Chief Returning Officer must be present at the Annual General Meeting or the Special Meeting convened to consider a Members Resolution. The Chief Returning Officer will be available to collect any completed voting forms at the Annual General Meeting or the Special Meeting and shall ensure that additional voting forms are available at those meetings.

The Chief Returning Officer shall oversee voting conducted through Approved Voting Methods.

6.4 Only one vote to be cast

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member, including across all voting methods (whether in person, postal, or digital), and that systems are in place to identify and prevent duplicate voting.

6.5 Recording of votes

A record shall be kept by the Chief Returning Officer of all votes received, including votes submitted in person, by post, and through secure digital voting methods. Such records must be maintained in a manner that ensures accuracy, confidentiality, and auditability.

7. COUNTING OF VOTES

7.1 All votes to be counted

Upon the expiry of the date for the receipt of votes, the Chief Returning Officer shall record and count all votes validly cast across all approved voting methods, including secure digital voting, in accordance with this Schedule.

7.2 Certification and notifying result

Once all votes have been counted and the result of the Members Resolution determined, the Chief Returning Officer shall certify the result of the Members Resolution, including confirming that all voting processes (including digital voting) have been conducted in accordance with this Schedule, and communicate the result to Te Kāhui Māngai and Te Tari Tautoko.

8. OUTCOME OF A MEMBERS RESOLUTION

If the Chief Returning Officer advises Te Kāhui Māngai, in accordance with *rule 7.2* of this Schedule, that a Members Resolution has been approved by not less than 75% of the votes validly cast, in accordance with *rule 4* of this Schedule, then Te Kāhui Māngai are to give effect to that Members Resolution.

SECOND SCHEDULE – RECOGNITION, APPOINTMENT AND ELECTION OF HAPŪ TRUSTEES

1. PROCEDURE

1.1 Application of this Schedule

Te Kāhui Māngai referred to in clause 6.2 (in this Second Schedule referred to as "Hapū Trustees") shall be recognised, appointed, replaced, removed, or elected in accordance with the rules and procedures set out in this Schedule.

For the avoidance of doubt, the Māngai and Pou Tautoko recognised by their respective hapū prior to the Operational Date shall be deemed appointed as the initial Hapū Trustees under this Deed.

This Schedule shall apply to:

a. future appointments, elections, removals, or replacements of Hapū Trustees following the Operational Date; and

b. any circumstance where a hapū determines that a formal election process is required in accordance with its tikanga.

1.2 Appointment of Hapū Trustees

Each hapū shall be entitled to appoint:

a. one (1) Māngai Trustee; and

b. one (1) Pou Tautoko Trustee.

Such appointments shall be made in accordance with the tikanga and decision-making processes of the relevant hapū.

Multiple hapū may, where they so determine, collectivise and appoint one (1) Māngai Trustee and one (1) Pou Tautoko Trustee to collectively represent those hapū on the Trust. For the avoidance of doubt, collectivised representation under this rule does not merge or diminish the separate voting entitlement of any hapū under clause 9.2.

1.3 Future Trustee Elections or Appointments

Where a hapū determines that an election process is required for the appointment or replacement of a Hapū Trustee, that process shall be undertaken in accordance with this Schedule.

Each hapū may determine the timing and process for confirming its Māngai and Pou Tautoko in accordance with its tikanga, provided that any change is notified to the Trust in accordance with this Schedule.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Nominee

To be elected, a nominee for election as a Hapū Trustee must, as at the closing date for nominations:

a. not be otherwise disqualified in accordance with clause 6.6; and

b. either:

i. be recorded in the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko as an Adult Registered Member; or

ii. if not recorded in the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko as an Adult Registered Member:

1. complete an application for registration on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko, including by written application, online registration platform, or by email registration including sufficient information for registration, and submit this completed application form with a completed nomination form as set out in *rule 5.5* of this Schedule; and

2. if the application for registration is validated by the Ngā Pūriri Pūmau Te Tari Tautoko operating in accordance with its usual procedure and satisfies the other criteria of this Schedule, then:

a. that nomination will be accepted; and

b. that Adult Member will be added to the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko unless the Adult Member in question has indicated on the application for registration that he or she does not wish to be added to this roll;

2.2 Adult Member not registered on the roll

Where, in accordance with *rule 2.1(b)(ii)* of this Schedule, an Adult Member has indicated on the application for registration that he or she does not wish to be added to the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko, then:

a. the application form and any contact details for that Adult Member will not be retained by the Trust; and

b. the Adult Member in question will be required to complete the steps in *rule 2.1(b)(ii)* of this Schedule in respect of seeking a nomination for election as a Hapū Trustee in any future election of Hapū Trustees in which that Adult Member wishes to be nominated.

2.3 Trustees Roles

A Trustee may not be an employee of the Trust.

3. ELECTION OF HAPŪ TRUSTEES

3.1 Transitional Appointment of Initial Hapū Trustees

Upon the Operational Date, the existing Hapū Māngai and Pou Tautoko, already selected and mandated by their respective hapū in accordance with tikanga, shall formally assume office as Hapū Trustees under this Trust Deed.

No further election process shall be required for the initial establishment of the Trust unless otherwise determined by the relevant hapū in accordance with their tikanga.

3.2 Future Elections or Appointments of Hapū Trustees

Where a hapū determines that a formal election process is required for the appointment or replacement of a Hapū Trustee, the nominee receiving the highest level of support through the agreed hapū process shall be appointed as either the Hapū Māngai Trustee and/or Hapū Pou Tautoko Trustee for that hapū.

Such processes may include:

a. formal voting processes;

b. consensus decision-making;

c. or other tikanga-based appointment processes determined by the relevant hapū.

3.3 Equal Voting Outcome

Where a formal election process results in an equal number of votes between nominees, the relevant hapū shall determine the appointment process in accordance with their tikanga.

Where the hapū is unable to reach agreement, the appointment may be determined by lot or by another agreed process determined by the hapū.

4. ELIGIBILITY OF RETIRING HAPŪ TRUSTEES:

Retiring Hapū Trustees shall be eligible for re-election.

5. MAKING OF NOMINATIONS

5.1 Nominations

All Adult Registered Members of the Hapū for which elections are held are entitled to be nominated for election as a Hapū Trustee.

5.2 Notice for nomination:

Nominations from all Adult Registered Members for the election of a Trustee position on the Pre-settlement Trust will be open for a period of twenty-one (21)

working days. Such notice shall specify the method of making nominations, the requirement in *rule 2.1* of this Schedule in terms of Trustee eligibility and the latest date by which nominations must be made and lodged with Te Kāhui Māngai or such other persons as the notice directs.

5.3 Timing for nominations

Nominations for Trustee positions will close at 12 noon on the last day of the nomination period.

5.4 Form of notice

Notice shall be provided through Approved Communication Channels.

5.5 Nomination to be in writing

The nomination of a candidate for election as a Hapū Trustee shall be in writing signed by not less than five (5) Adult Registered Members that list the same Hapū as their primary affiliation on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko.

5.6 Consent of nominee

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

6. HOLDING OF ELECTIONS

6.1 Mode of Voting at Elections

Voting shall occur using Approved Voting Methods.

6.2 No elections where only one or no nominee

a. In the event that only one nomination is received in respect of the election of a Hapū Trustee for a Hapū, no election shall be necessary and the person so nominated shall be deemed to have been duly elected.

b. In the event that no nominations are received in respect of the election of a Hapū Trustee for a Hapū, no election shall be necessary and the position shall remain vacant until the next election held in accordance with this Schedule.

6.3 Eligibility to vote in elections

Each Adult Member is eligible to vote in an election of Hapū Trustees, provided that:

a. Each such Adult Member will only be eligible to cast one (1) vote listing their preferred Trustee; and

b. Subject to *rule rule 6.3(c)(2)* of this Schedule each Adult Member must, at the date fixed as the latest date for making and lodging nominations, be recorded on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko.

c. Where an Adult Member is not recorded on the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko but wishes to vote in an election of Trustees, that Adult Member must:

   i. complete an application for registration on the Tribal Register maintained by Ngā Pūriri Pūmau Te Tari Tautoko and submit the completed application together with their vote in accordance with the approved voting methods set out in rule 6.1.

   ii. if the application for registration is validated, the voting paper or digital vote will be counted by the Chief Returning Officer in accordance with *rule 9.2* of this Schedule; and

   iii. if the application for registration is validated that Adult Member will be added to the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko unless the Adult Member in question has indicated on the application form for registration that they do not wish to be added to this roll;

d. Where, in accordance with *rule 6.3(c)(2)* of this Schedule, an Adult Member has indicated on the application for registration that he or she does not wish to be added to the Tribal Register maintained by the Ngā Pūriri Pūmau Te Tari Tautoko, then:

   i. the application form and any contact details for that Adult Member will not be retained by the Trust; however, validation records may be retained by the Chief Returning Officer for the purposes of verifying eligibility, including for digital voting processes;

   ii. the Adult Member in question will be required to complete the steps in *rule 6.3(c)* of this Schedule in respect of any future election of Trustees in which that Adult Member wishes to vote.

7. NOTICE OF ELECTIONS

7.1 Notice to be given

Immediately after the closing date for nominations, Te Kāhui Māngai shall, where an election is required, fix a closing date for the election (being the last day upon which a vote may be validly cast in the election).

7.2 Period of notice

Voting for the election of Trustees will be open for a period of twenty-one (21) working days. The method by which votes may be cast as set out in *rule 6.1* of this

Schedule.

7.3 Voting Close

Voting will close at 12 noon on the last day of the voting period.

7.4 Method of giving notice

Notice shall be provided through Approved Communication Channels.

7.5 General content of notices

Every notice given in accordance with *rule 7.4(a)* and *(b)* of this Schedule shall contain:

a. A list of the nominees for election as Hapū Trustees for the relevant hapū; and

b. The mode by which votes may be cast as set out in *rule 6* of this Schedule.

7.6 Additional content of notice

Each notice given in accordance with *rule 7.4(a)* of this Schedule shall also contain:

a. A voting form that complies with *rule 8.1* of this Schedule*;* and

b. Details of the procedure for voting using the approved voting methods set out in rule 6.1, including the date by which votes must be received by the Chief Returning Officer.

7.7 Additional information in other notices

Each notice given in accordance with *rule 7.4(b) and (c),* of this Schedule shall also give details about how voting forms may be obtained.

8. VOTING

8.1 Other details to accompany vote

Each voting form or digital vote must contain information sufficient to identify the Adult Member casting the vote and to enable verification of that member's eligibility.

8.2 Voting for the election of Trustees

Voting for the election of Trustees will be open for a period of twenty one (21) working days. The methods by which votes may be cast are set out in rule 6.1 of this Schedule, including secure digital voting methods.

8.3 Voting Close

Voting will close at 12 noon on the last day of the voting period.

8.4 Manner in which votes may be cast

Votes may be cast using any voting method approved under Rule 6.1.

8.5 Timing of Votes

Votes must be received by the Chief Returning Officer, or recorded through an approved voting system, no later than the closing date and time for the relevant election.

a. Postal votes shall remain valid if received within three (3) days after the closing date, provided they are date stamped on or before the closing date.

9. APPOINTMENT OF CHIEF RETURNING OFFICER

9.1 Appointment of Chief Returning Officer

For the purposes of elections Te Kāhui Māngai shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Chief Returning Officer shall be responsible for coordinating Trustee elections.

9.2 Chief Returning Officer to receive voting forms

All votes cast under rule 6.1 shall be received, recorded, and verified under the oversight of the Chief Returning Officer.

9.3 Only one vote to be cast

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Member.

9.4 Recording of votes

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

10. COUNTING OF VOTES

10.1 Counting Votes

The Chief Returning Officer shall count all valid votes received in accordance with this Schedule.

10.2 Certification and notifying election result

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result to Te Kāhui Māngai and Te Tari Tautoko. Te Kāhui Māngai shall thereafter advise the candidates of the result and give notice of the same through appropriate communication channels, including the Ngā Pūriri Pūmau website (if operational), social media platforms, and iwi radio, within one

month of notification.

11. RETENTION OF ELECTION RECORDS

11.1 Compiling and sealing voting records

The Chief Returning Officer shall, as soon as practicable after he or she has certified the result of the election, compile all voting forms and digital voting records. Physical voting forms shall be placed into a sealed packet. Digital voting records shall be securely stored in an approved system that ensures integrity, confidentiality, and auditability.

The Chief Returning Officer shall endorse upon the sealed packet and the digital record summary a description of the contents together with the final date for voting in that election. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet and confirmation of digital record storage to Te Kāhui Māngai.

11.2 Retention and disposal of packets

All physical voting records and digital voting records shall be securely retained by Te Kāhui Māngai for a period of one (1) year from the closing date for voting in the election to which the records relate.

Physical records shall be kept unopened, and digital records shall remain securely stored and unaltered, during this period. At the expiry of that one (1) year period, the records may be securely destroyed or deleted, provided that no dispute, audit, or investigation is ongoing.

THIRD SCHEDULE - REGISTERED HISTORICAL CLAIMS

#	WAI #	BLOCK	HAPŪ/CLAIMANT
1	WAI 53	In respect of taonga, whenua and ancestral resources including the original 5,097 acre Pārahirahi block and the Ngāwhā Waiariki.	Wiremu Tairua (deceased), Renata Tane
2	WAI 58	Lands and fisheries in between Mangonui and Takau rivers on the East Coast of the North Island.	Patricia Jane Tauroa and Robyn Elizabeth Moana Tauroa, on behalf of Ngā Hapū o Whangaroa
3	WAI 109	Raurangi land	Nita Louisa Brougham (deceased), Matilda Shotter (deceased), Harriett Alice Wilson (deceased) and Paeata Brougham-Clark, on behalf of themselves and the descendants of George Lawrence Yorke and Peata Paraki Yorke (nee Mete).
4	WAI 421	A combined claim for and on behalf of the hapu of Te Waimate Taiamai Puketotara	Te Waimate Taiamai ki Kaikohe Claims Alliance
5	WAI 466	Islands in the Kerikeri Inlet	Te Kerei Anihana (Gray Anderson) (deceased), John Rameka Alexander (deceased), Paeata Brougham-Clark
6	WAI 605	Waimimiti Block	Dr Terence Lomax and Te Rangimarie James Speight relating to the Waimimiti Block
7	WAI 824	Loss of lands over which Wiremu Hau exercised rangatiratanga.	Mārama Waddell of Te Whiu, Te Uri Taniwha and Nga Uri o Wiremu Hau raua ko Maunga Tai hapū

8	WAI 862	Ngawha Lands	John Alexander and others
9	WAI 869	Lands in the Bay of Islands area	John Alexander and others
10	WAI 914	Traditional lands and resources in west Auckland	Kiharoa Parker and Hone Tiatoa
11	WAI 1040	Te Paparahi o te Raki Inquiry	
12	WAI 1055	Hokianga and surrounding districts (Te Tai Tokerau) Inland and coastal areas connected to Ngāpuhi hapū interests	Michael Peti, Rhonda Hohepa and another claimant.
13	WAI 1129	Te Tai Tokerau (Northland), particularly within Ngāpuhi rohe. Specific interests are tied to the claimant's hapū affiliations and ancestral lands	Hori Mariner (deceased), Naomi Epiha
14	WAI 1131	Te Tai Tokerau (Northland), with links to Ngāpuhi hapū rohe. Specific sites may vary depending on claimant whānau/hapū affiliations	Hone Mihaka, Arthur Ashby, Monica Ashby, Ricky Ashby and Hinerangi Himiona. (Other claimants: Irihapeti Morgan and Murray Painting, are affiliated
15	WAI 1151–1169	Te Tai Tokerau (Northland), particularly within Ngāpuhi rohe. Includes inland, coastal, and river systems tied to specific hapū. Localised areas vary across each individual claim within the range	Kaneihana Wairemana Trust, the Wairemana Whanau Trust, the Eruera Garland Whanau Trust and the Wire Mohi Whanau Trust

16	WAI 1314	Ngāti Rēhia lands and resources	Kyle Hoani, Atareira Heihei
17	WAI 1383	Land, waters and other resources in the vicinity of Pouerua (Pakaraka), Ngawha, Punakitere, Otaua and Mataraua.	Ani Martin, Natalie Baker, John Rameka Alexander
18	WAI 1466	240 acres of land including the land on which the Treaty House sits.	David Malcom Rankin - Te Matarahurahu Hapū
19	WAI 1522		Esther Horton
20	WAI 1679	Te Tai Tokerau (Northland), within Ngāpuhi rohe. Specific areas tied to the claimant's hapū whenua, waterways, and coastal interests.	Wayne Graham Stokes and Maurice Edward Penney for and on behalf of themselves and the people of Te Urikapana and Ngare Hauata hapu, the beneficiaries of the Kiwikiwi Whanau Charitable Trust and the beneficiaries of the Remana and Arihi Kiwikiwi Whanau Trust
21	WAI 1680	Te Tai Tokerau (Northland), within Ngāpuhi rohe. Grounded in specific hapū whenua, waterways, and coastal environments linked to the claimant(s)	Caley Strongman, Uri Taniwha and Ngati Hiwira
22	WAI 1724	Ohaeawai — Waimate. Thus the land Parengarenga 3G ('the 3G land')	Allan Palmer and his whānau
23	WAI 1890	The Catchment of Bay of Islands, Whangaroa and Hokianga being traditional rohe of Te Whiu and kin hapu was the most intensively	John Alexander

		transacted area within the Auckland district, with 244 European claims based on pre-Treaty transactions.	
24	WAI 1941	Relating to land and resources within the tribal territory of NGA PUHI, and areas in which traditional take have been exercised	Joseph Robert Kiingi, Edryss Matenga Armstrong
25	WAI 2010	The claimants' land blocks and areas which have been most affected by Crown actions are: - Parahirahi C; - Rangaunu; - Wharawhara; - Wiroa; - Otuihi; - Tuwhakakino; - Kohewhata; - Puketotora; - Omapere; - Rangihamama; - The Manginanginga Reserve; - Mokau; - The Puketi Forest; and - The Otangaroa Forest.	Justyne Te Tana on behalf of Ngāi Te Whiu and Ngāti Tautahi, and Ngāi Te Wake o Waoku, Ngāi Te Wake Tua Whenua, and Ngāi Te Wake o Takutai Moana, of Ngapuhi iwi;
26	WAI 2206	The Hokianga, Bay of Islands, Kaipara, Te Uri o Hau, Te Roroa, Orakei, Kaipara and Mahurangi	Charlene Walker-Grace for herself and for and on behalf of Te Hokingamai e te iwi o Te Motu o Mahurangi and for and on

		Enquiry District	behalf of Nga Wahapu O Mahurangi - Ngati Whatua/Ngapuhi
27	WAI 2309	Relating to land and resources within the tribal territory of Nga Puhi, and areas in which traditional take have been exercised	Rhonda Hohepa-Cartman, Amato Rewi Davis, Wana Ruarangi Paikea, Jane Hotere.

Disclaimer:

The Collective have taken reasonable care to ensure the list of WAI claims is accurate and complete. Should further information come to light indicating additional Ngā Pūriri Pūmau related claims that have not been included in this list, the Collective reserves the right to include them as appropriate.

Wai 1247, 1522 and 1716 will be settled by the proposed settlement but all contemporary parts of the claims will not be. Wai 2523 is an entirely contemporary claim and will not be settled by the proposed historical Treaty settlement.

I hereby certify that this is a correct copy of the Trust Deed of the Ngā Pūriri Pūmau o Te Waimate me Taiāmai Pre-settlement Claims Trust.

Certified by:

Name: Rukuwai Allen

Signature: _____

Date: _____