

NGĀTI WHAKAHEMO CLAIMS TRUST

TRUST DEED

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TABLE OF CONTENTS

1. Interpretation and definitions 6
2. Establishment 8
3. Office 8
4. Objects 8
5. Objects independent 9
6. Ratification by Ngāti Whakahemo 9
7. Taumata Kaumātua 9
8. Trustees 9
9. Powers 11
10. General power 11
11. Specific powers 11
12. General duty 13
13. Mandatory duties 13
14. Default duties 13
15. Annual report 13
16. Disclosure 14
17. General meetings 14
18. Special meeting 14
19. Special meeting limited to notified business 15
20. Proceedings of general meeting 15
21. Voting 15
22. Minutes 16
23. Register 16
24. Trustee meetings 16
25. Trustee resolutions 16
26. Minute book 17
27. Remote meetings 17
28. Conflicts of interest 17
29. Execution of documents 17
30. Other procedures 17
31. Tax returns 17
32. Trust staff 18
33. Trustee liability 18
34. Trustee remuneration and expenses 18

35. Indemnity and insurance 18
36. Dispute process 18
37. Removal or amendment of mandate 19
38. Amendment 19
39. Termination 19
40. Governing law 19
SCHEDULE 1 21
1. Register 21
2. Compliance 21
3. Details 21
4. Number 21
5. Applications 21
6. Taumata Kaumātua 21
7. Decision 21
8. Successful applicant to be registered 21
9. Notification to unsuccessful applicants 22
10. Maintenance of register 22
SCHEDULE 2 23
1. Procedure 23
2. Nominations 23
3. Election 23
4. Record of changes 23

Dated 9 September, 2025

Background

A. At a hui in March 1998, Ngāti Whakahemo agreed to file a claim in the Waitangi Tribunal with Motoi Hiha, Eddie Matehaere and Parekotuku Wiremu as the claimants.

B. In February 2008, Mihi Anaru and Murray Anaru filed a claim in the Waitangi Tribunal relating to Pukehina. This claim was registered as Wai 1471.

C. In August 2008, Hemi Anderson filed a claim in the Waitangi Tribunal relating to Pongakawa. This claim was registered as Wai 2536.

D. In September 2008, the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008 came into force. In Part 1 of Schedule 1 Ngāti Whakahemo was defined as a hapu of Ngāti Pikiao.

E. In February 2012, Ngāti Whakahemo contacted the Office of Treaty Settlements about the settlement of Wai 1471 and Wai 2536. Ngāti Whakahemo also wrote to Te Pumautanga o Te Arawa and met with Ngāti Pikiao Iwi Trust.

F. In May 2012, the Office of Treaty Settlements advised that the historical claims of Ngāti Whakahemo, including Wai 1471 and Wai 2536, had been settled under the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

G. In May 2013, Ngāti Whakahemo wrote to the Office of Treaty Settlements advising that their historical claims were based on descent from their founding ancestor Maruahaira. Wai 1471 and Wai 2536 therefore came within the exclusion in Part 3 of Schedule 2 of the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

H. In reply, the Office of Treaty Settlements maintained its position that the historical claims of Ngāti Whakahemo had been settled as a hapu of Ngāti Pikiao under the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

I. In June 2013, Ngāti Whakahemo wrote to the Minister for Treaty of Waitangi Negotiations reiterating that Wai 1471 and Wai 2536 remained unsettled because they are based on descent from Maruahaira who is not a Ngāti Pikiao ancestor as defined in the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

J. In July 2013, the Minister for Treaty of Waitangi Negotiations advised Ngāti Whakahemo that the Crown remained of the view that the historical claims of Ngāti Whakahemo had been settled as a hapu of Ngāti Pikiao under the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

K. In November 2013, Landcorp Farming Limited listed Wharere Farm for sale by way of tender closing on 4 December 2013. Wharere Farm comprises approximately 404 hectares and is subject to s 27B of the State-Owned Enterprises Act 1986.

L. On 5 December 2013, Ngāti Whakahemo filed an application in the Waitangi Tribunal for an urgent remedy hearing for Wharere Farm under s 8A of the Treaty of Waitangi Act 1975. The application was served on the Minister for Treaty of Waitangi Negotiations and Landcorp Farming Limited.

M. Ngāti Whakahemo requested that the Minister of Finance, as the shareholding minister, direct Landcorp Farming Limited to withdraw Wharere Farm from sale. Ngāti Whakahemo also requested that the Minister for Treaty of Waitangi Negotiations engage in direct negotiations for the settlement of Wai 1471 including Wharere Farm as potential commercial redress.

N. The Minister of Finance refused to direct Landcorp Farming Limited to withdraw Wharere Farm from sale and the Minister for Treaty of Waitangi Negotiations refused to negotiate for the settlement of Wai 1471.

O. On 7 March 2014, Ngāti Whakahemo filed an application for judicial review in the High Court at Wellington. In a statement of defence dated 19 March 2014, the Attorney-General conceded for the first time that the historical claims of Ngāti Whakahemo based on descent from Maruahaira had not been settled under the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

P. The application for judicial review led to a series of decisions in the High Court and Court of Appeal between April 2014 and May 2015. On appeal, the Supreme Court in *Ririnui v Landcorp Farming Limited* [2017] 1 NZLR 1056 held that the Office of Treaty Settlements had incorrectly advised Landcorp Farming Limited that the historical claims of Ngāti Whakahemo had been settled but declined to set aside the agreement to sell Wharere Farm to Wheyland Farms Limited.

Q. Meanwhile, the Waitangi Tribunal, in a decision dated 26 May 2014, declined to grant urgency on a remedies hearing for Wharere Farm but held that Wai 1471 had not been settled under the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

R. In April 2018, Ngāti Whakahemo representatives met with the Minister for Treaty of Waitangi Negotiations in Wellington to discuss Wai 1471.

S. In October 2019, Ngāti Whakahemo formally advised the Minister for Treaty of Waitangi Negotiations that Ngāti Whakahemo wanted to enter direct negotiations with the Crown to settle all historical claims including Wai 1471 and Wai 2536.

T. Between January 2020 and April 2022, Ngāti Whakahemo provided Te Arawhiti with traditional evidence and historical research on their customary interests deriving from descent from Maruahaira. This information covered Pukehina, Motunau, Waihi, Pongakawa, Maketu and Wharere.

U. On 21 November 2022, the Minister for Treaty of Waitangi Negotiations confirmed that the Crown had agreed to enter into direct negotiations with Ngāti Whakahemo for the settlement of all historical claims covered by Wai 1471 and Wai 2536.

V. On 11 January 2023, Ngāti Whakahemo reaffirmed the mandate for the Ngāti Whakahemo Claims Committee comprising Mita Ririnui (chairperson), Hokohinu Horne, Adrian Jaram, Kura Paul-Burke, Maria Horne, Te Awhi o Te Rangi Anderson-Manahi and Jasmine Stoneley. Maria Horne, Te Awhi o Te Rangi Anderson-Manahi and Hokohinu Horne have all passed away.

W. On 27 January 2023, Ngāti Whakahemo met with Te Arawhiti officials at Pukehina marae to discuss the process for Treaty settlements, and in particular, the Crown's mandating requirements.

X. Ngāti Whakahemo wish to reconstitute the Ngāti Whakahemo Claims Committee as the Ngāti Whakahemo Claims Trust to obtain a mandate to negotiate with the Crown a full and final settlement of the historical claims of Ngāti Whakahemo.

Y. The Ngāti Whakahemo Claims Trust will operate until a new post settlement governance entity is established for Ngāti Whakahemo.

Z. This deed establishes the Ngāti Whakahemo Claims Trust, confirms that the members of the Ngāti Whakahemo Claims Trust are all the descendants of Maruahaira, and records the terms of operation for the Ngāti Whakahemo Claims Trust.

1. Interpretation and definitions

1.1. This deed shall be interpreted in a manner that is consistent with the tikanga of Ngāti Whakahemo and furthers the objects of the Ngāti Whakahemo Claims Trust.

1.2. In this deed, unless the context otherwise requires:

Adult Member means a member of Ngāti Whakahemo who is aged 18 years and over;

Balance Date means 30 June or any other date adopted by the trustees;

Basic Trust Information means the information specified in s 51(3) of the Trusts Act 2019;

Completion Date means the date on which:

(a) a Post Settlement Governance Entity is established for Ngāti Whakahemo; and

(b) the objects set out in clause 4 have been:

(i) achieved by the Ngāti Whakahemo Claims Trust; or

(ii) assumed by the Post Settlement Governance Entity;

Core Documents means the documents specified in s 47 of the Trusts Act 2019;

Customary Rights means rights according to tikanga including:

(a) rights to occupy land; and

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

Deed means this deed of trust and includes the background and schedules;

Deed of Settlement means a deed between and Ngāti Whakahemo and the Crown recording the terms on which Ngāti Whakahemo and the Crown will settle the historical claims;

Default Duty has the same meaning as s 9 of the Trusts Act 2019;

Descended means that a person is descended from another person by:

(a) birth; or

(b) legal adoption; or

(c) Maori customary adoption in accordance with the tikanga of Ngāti Whakahemo.

Financial Year means the period of 12 consecutive months ending on the balance date;

Historical Claims means every claim (whether or not the claim has arisen or been considered, researched, notified, or made by or on the settlement date) that Ngāti Whakahemo or a representative entity had at any time before, at or after the settlement date and that:

(a) is, or is founded on, a right arising:

(i) from the Te Tiriti o Waitangi/Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from a fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992:

(i) by, or on behalf of, the Crown; or

(ii) by, or under, legislation; and

(c) includes every claim to Waitangi Tribunal that relates exclusively Ngāti Whakahemo or a representative entity including:

(i) the claim filed by Mihi Anaru and Murray Anaru on 14 February 2008 and currently registered by the Waitangi Tribunal as Wai 1471 – Ngāti Whakahemo Claim;

(ii) the claim filed by Hemi Anderson on 28 August 2008 and currently registered by the Waitangi Tribunal as Wai 2536 – The Te Runanga o Ngāti Whakahemo Incorporated (Maria Horne) Claim;

(d) but does not include:

(i) a claim that a member of Ngāti Whakahemo, or a whanau, hapu, or group of Ngāti Whakahemo, had or may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a tupuna of Ngāti Whakahemo; or

(ii) a claim that a representative entity had or may have to the extent that it is founded on a right arising as a result of being descended from an ancestor who is not a tupuna of Ngāti Whakahemo; and

(e) to avoid doubt, the meaning of historical claims is not limited by clause (c) of this definition.

Initial Trustees means Mita Ririnui (chairperson), Adrian Jaram, Kura Paul-Burke, Jasmine Stoneley and Kerri Kerr;

Kaumātua Taumata means pakeke, kaumātua and kuia of Ngāti Whakahemo who are appointed to advise the trust in accordance with clause 7;

Mandatory Duty has the same meaning as s 9 of the Trusts Act 2019;

Member means a member of Ngāti Whakahemo**;**

Ngāti Whakahemo means:

(a) the collective group comprising individuals who descend from Maruahaira; and

(b) every whanau, hapu, or group to the extent that it is comprised of the persons in paragraph (a), including any descent groups of Ngāti Whakahemo; and

(c) every individual referred to in paragraph (a) of this definition.

Operational Date means the date on which the deed is executed by the initial trustees;

Post Settlement Governance Entity means a post settlement governance entity that has been ratified by the members to receive redress on behalf of Ngāti Whakahemo for the settlement of

historical claims;

Register means the register of members established and maintained by the trust in accordance with clause 23 and Schedule 1;

Registered Adult Member means an adult member entered onto the register and allocated an identification number

Registration Form means the form used from time to time to enter the details of a member on the register in accordance with Schedule 1;

Te Runanga o Ngāti Whakahemo means incorporated society 2579404 incorporated on 1 May 2013 and named Ngāti Whakahemo Iwi Authority Incorporated

Tikanga means Maori customary values and practices;

Trust means the trust created by this deed and called the Ngāti Whakahemo Claims Trust;

Trustees means the initial trustees and any replacement trustees appointed to fill a casual vacancy;

Trust Fund means all assets held by the trustees including any funding, grants or payments to the trust and any real or personal property acquired by the trust;

Trust Information has the same meaning as s 49 of the Trusts Act 2019;

Tupuna of Ngāti Whakahemo means an individual who:

(a) exercised customary rights by virtue of being descended from Maruahaira; and

(b) exercised the customary rights in paragraph (a) of this definition predominantly in relation to the rohe of Ngāti Whakahemo at any time after 6 February 1840.

Working Day means any day of the week other than:

(a) Saturday and Sunday;

(b) public holidays; and

(c) a day in the period commencing on 24 December in any year and ending on 15 January in the following year.

2. Establishment

2.1. The trust shall be governed and administered by the trustees in accordance with this deed to achieve the objects.

3. Office

3.1. The registered office of the trust shall be situated at an address as determined by the trustees.

4. Objects

4.1. The objects of the trust are to:

(a) develop a mandate strategy for Ngāti Whakahemo;

(b) obtain and maintain a mandate from Ngāti Whakahemo to negotiate with the Crown;

(c) submit a deed of mandate for approval by the Crown;

(d) apply for and administer funding, grants or payments from the Crown or any other trust or entity;

(e) consult with Ngāti Whakahemo about negotiations for the settlement of the historical claims;

(f) negotiate a deed of settlement with the Crown for the full and final settlement of the historical claims;

(g) develop a ratification strategy for Ngāti Whakahemo;

(h) present the deed of settlement and structure of the post settlement governance entity to Ngāti Whakahemo in accordance with the ratification strategy;

(i) establish the post settlement governance entity.

5. Objects independent

5.1. The trustees are empowered to carry out any one or more of the objects independently of any other object.

6. Ratification by Ngāti Whakahemo

6.1. The procedure and voting at the ratification hui shall be in accordance with the ratification strategy developed by the trust and approved by the Crown.

6.2. The trustees expressly acknowledge that the ratification hui shall not be general meetings under this deed.

7. Taumata Kaumātua

7.1. The trustees may appoint pakeke, kaumātua and kuia as a Taumata Kaumātua to advise the trustees on the tikanga, reo, kawa, whakapapa and kōrero of Ngāti Whakahemo.

7.2. The trustees shall appoint the Taumata Kaumātua in accordance with the tikanga of Ngāti Whakahemo.

7.3. The trustees shall ensure that the Taumata Kaumātua is broadly representative of the descent groups of Ngāti Whakahemo.

7.4. The trustees may take into account, but are otherwise not bound to accept or adopt, any advice from the Taumata Kaumātua.

7.5. A trustee is not eligible to be appointed to or remain part of the Taumata Kaumātua.

8. Trustees

8.1. The initial trustees shall assume office from the operational date.

8.2. The term of office of every trustee shall continue until that trustee ceases to hold office.

8.3. A trustee may be removed in accordance with the tikanga of Ngāti Whakahemo.

8.4. A trustee shall otherwise cease to hold office if that trustee:

(a) resigns by giving no less than thirty (30) days written notice to the trust;

(b) dies;

(c) refuses to act;

(d) fails to attend five (5) consecutive meetings of the trustees without prior written notice or reasonable explanation as determined by the chairperson;

(e) is adjudicated bankrupt under the Insolvency Act 2006;

(f) is sentenced to any term of imprisonment;

(g) is convicted of category 3 or category 4 offence under Criminal Procedure Act 2011;

(h) is convicted of any dishonesty offence under the Crimes Act 1961 or the Companies Act 1993;

(i) is disqualified from being a director under the Companies Act 1993 or an officer under the Charities Act 2005; and

(j) is subject to orders under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or the Protection of Personal and Property Rights Act 1988.

8.5. The appointment, removal or termination of office of any trustee shall be recorded in the minute book.

8.6. The chairperson from the operational date shall be Mita Ririnui.

8.7. Mita Ririnui shall continue as chairperson until he resigns as chairperson or ceases to hold office as trustee in which case the trustees shall elect a new chairperson.

8.8. The trustees may fill any casual vacancy created by a trustee ceasing to hold office by appointing an adult member, as outlined below:

(a) *Nominations sought to fill casual vacancy*

(i) Any member may raise the name of a candidate for potential appointment to the vacant trustee position, for discussion at a general meeting;

(ii) Notice of the future general meeting to discuss nominations will be sent to all registered members of Ngāti Whakahemo as well as widely advertised.

(b) *Initial vetting by kaumātua*

(i) The candidates discussed at the general meeting are raised with a core group of kaumātua for feedback and assessment of their suitability, skill set, and readiness for the demands of the role;

(ii) The expectation is that trustees are deeply grounded in Ngāti Whakahemo — able to navigate both the physical landscape and the tikanga, kaupapa, and relationships that give Ngāti Whakahemo identity;

(iii) If kaumātua express serious concerns with any candidates, their names are withheld until those matters are resolved;

(c) *Taking the candidate names to members*

(i) If supported by kaumātua, candidates' names are placed on the agenda of a future general meeting;

(ii) All registered and unregistered Ngāti Whakahemo members may attend and vote;

(iii) Members may still nominate additional candidates at this stage. All candidates are treated as equal contenders

(d) *Open discussion and vote*

(i) Candidates' names are openly discussed, along with any strengths, concerns, or background relevant to the role;

(ii) Members then vote on the appointment. This may be by consensus or indicative voting, depending on the hui and kaupapa at hand;

(iii) The appointment of any trustee shall be recorded in the minute book.

8.9. If for any reason an adult member is not endorsed as a trustee at a general meeting in accordance with the tikanga of Ngāti Whakahemo and the process outlined in clause 8.8 above, then any casual vacancy shall be filled by a trustee election process in accordance with Schedule 2.

8.10. There shall be no less than three (3) and no more than five (5) trustees.

8.11. A person can only be appointed or elected to fill a casual vacancy if that person:

(a) is a registered adult member; and

(b) does not come within any of the disqualifications in clause 8.4.

9. Powers

9.1. The trustees shall exercise their general and specific powers to achieve the objects in accordance with the tikanga of Ngāti Whakahemo.

9.2. The trustees shall have the power to do such other things as in their opinion are incidental or conducive to achieving the objects.

10. General power

10.1. The trustees have all the powers necessary to:

(a) manage the trust fund as if the absolute owner; and

(b) achieve the objects.

11. Specific powers

11.1. Funding

(a) The trustees may apply for any funding, grant or payment from the Crown or any other trust or entity; and

(b) The trustees shall hold any funding, grant or payment as part of the trust fund.

11.2. Bank accounts

(a) The trustees may open and maintain accounts at any registered bank as defined in s 2 of the Banking (Prudential Supervision) Act 1989; and

(b) The trustees shall ensure that any bank account is operated by at least two (2) trustees and one (1) independent delegate named in writing by all trustees.

11.3. Investment

(a) The trustees may invest the whole or any part of the trust fund; and

(b) The trustees shall have regard to the matters specified in s 59(1)(a) to (n) of the Trusts Act 2019 when making any investment.

11.4. Property

(a) The trustees may acquire any real or personal property whether by purchase, lease, hire, exchange or otherwise; and

(b) The trustees shall insure any insurable property against loss or damage by any cause.

11.5. Delegation

(a) The trustees may delegate any of the powers of the trustees to a trustee or a committee of trustees; and

(b) The trustees shall determine the terms and conditions of any delegation;

(c) Any delegation of the powers of the trustees to a trustee or committee of trustees shall be recorded in writing; and

(d) The trustees may at any time in writing revoke any delegation to a trustee or committee of trustees; and

(e) The trustees shall delegate two or three trustees to form the negotiating committee to negotiate the historical claims provided that any delegation to the negotiation committee shall be in accordance with this clause.

11.6. Employment

(a) The trustees may employ staff and engage agents, consultants, advisors and experts; and

(b) The trustees may not employ or engage any trustee as an employee, agent, consultant, advisor or expert.

11.7. Remuneration

(a) The trustees may pay and reimburse the trustees for fees, costs, expenses and disbursements; and

(b) The trustees shall make payments and reimbursements in accordance with clause 34.

12. General duty

12.1. The trustees shall discharge their duties to achieve the objects in accordance with the tikanga of Ngāti Whakahemo.

13. Mandatory duties

13.1. The trustees shall comply with the mandatory duties by:

(a) knowing the terms of this deed;

(b) acting in accordance with this deed;

(c) acting in accordance with the tikanga of Ngāti Whakahemo;

(d) holding the trust fund and otherwise acting for the benefit of Ngāti Whakahemo;

(e) exercising their general and specific powers to achieve the objects.

14. Default duties

14.1. The trustee shall comply with the default duties except where expressly or impliedly modified or excluded by this deed.

14.2. The trustees shall:

(a) exercise the care and skill of a prudent person in business when investing the whole or any part of the trust fund

(b) not exercise their powers directly or indirectly for their own benefit other than being adult members;

(c) not bind or commit the trustees to a future exercise or non-exercise of a discretion;

(d) avoid a conflict between their interests and the interests of Ngāti Whakahemo other than being adult members;

(e) act impartially as between adult members and the descent groups of Ngāti Whakahemo;

(f) not make a profit or take a reward as trustees other than the remuneration and expenses authorised under this deed; and

(g) act by majority in accordance with the tikanga of Ngāti Whakahemo.

15. Annual report

15.1. The trustees shall prepare an annual report on the affairs of the trust within five (5) months after the end of the financial year.

15.2. The annual report shall include:

(a) a summary of the activities and funding of the trust;

(b) the audited financial statements of the trust; and

(c) the remuneration and expenses paid to trustees.

15.3. The trustees shall ensure that the financial statements and audit report are independently prepared by chartered accountants in public practice.

16. Disclosure

16.1. The trustees shall make the following documents available for inspection by any member:

(a) the annual reports for the preceding three (3) financial years;

(b) the minutes of every general meeting;

(c) their own personal and contact details on the register; and

(d) this deed and any amendments.

16.2. The trustees shall determine whether the presumption in ss 51 and 52 of the Trusts Act 2019 to disclose basic trust information and trust information will apply having regard to the factors in s 53 of the Trusts Act 2019.

17. General meetings

17.1. The trust shall hold a general meeting within ten (10) months after the end of the financial year.

17.2. The purpose of the annual general meeting shall be to:

(a) present the annual report;

(b) undertake notified business; and

(c) deal with general business.

17.3. The trustees shall give at least twenty one (21) days notice of the annual general meeting by electronic form and in national and local media.

17.4. The notice shall contain:

(a) the date, time, venue and agenda of the annual general meeting;

(b) information regarding where copies of any relevant information may be obtained by members; and

(c) such other information as the trustees may determine.

17.5. A member may raise any unnotified general business at the designated time for general business.

17.6. Any unnotified general business may only be undertaken at the annual general meeting at the discretion of the chairperson.

18. Special meeting

18.1. In addition to the annual general meeting, the trustees shall:

(a) convene a special meeting at the written request of:

(i) the chairperson; or

(ii) the majority of the trustees then in office; or

(iii) twenty (20) members.

(d) give notice of such a special meeting in the same manner as for a notice of the annual general meeting;

(e) those requesting the special meeting must provide a statement to the trustees setting out the purpose and specific agenda items of the special meeting and any proposed resolution; and

(f) not be required to give notice of the special meeting until a statement with the specific agenda items has been received.

19. Special meeting limited to notified business

19.1. A special meeting shall only undertake the business expressly referred to in the notice calling the special meeting.

20. Proceedings of general meeting

20.1. The proceedings of an annual general meeting or special meeting shall not be invalidated by:

(a) a member not receiving notice for whatever reason; or

(g) a minor deficiency or irregularity in the notice.

20.2. The quorum required for an annual general meeting or special meeting shall be:

(b) twenty five (25) members present in person; and

(c) one (1) or more trustees present in person

20.3. To avoid doubt, a trustee is entitled to vote as an adult member.

20.4. The chairperson shall chair any annual general meeting or special meeting.

20.5. If the chairperson is not present for whatever reason then the trustees shall elect one (1) of the trustees as substitute chairperson for that annual general meeting or special meeting.

21. Voting

21.1. All adult members shall be entitled to vote at any annual general meeting or special meeting.

21.2. Every adult member shall have one (1) vote.

21.3. A normal resolution is passed when it has the approval of over fifty (50) percent of the adult members who validly cast a vote.

21.4. A special resolution is passed when it has the approval of not less than seventy five (75) percent of the adult members who validly cast a vote.

21.5. An annual general meeting or special meeting shall:

(a) be adjourned one (1) hour after the appointed time if a quorum if not present;

(b) stand adjourned for fourteen (14) days; and

(c) be reconvened at the same time and venue and with the same agenda.

21.6. The adult members who are present in person at the reconvened annual general meeting or special meeting shall constitute the quorum.

21.7. The chairperson may close an annual general meeting or special meeting that becomes so unruly or protracted that business cannot be undertaken in a proper and orderly manner.

22. Minutes

22.1. The trustees shall keep minutes recording the proceedings of every annual general meeting and special meeting.

22.2. The minutes of every annual general meeting and special meeting signed by the chairperson shall be evidence of:

(a) the business undertaken by the members; and

(b) the annual general meeting and the special meeting being properly convened and conducted unless the contrary is proven.

23. Register

23.1. The trust shall establish and maintain the register from the commencement date.

23.2. The Ngati Whakahemo Claims Committee compiled information for the sole purpose of Wai 1471 which the trustees may utilise to establish the register.

24. Trustee meetings

24.1. The trustees shall meet together to deal with business, adjourn and otherwise regulate trust meetings as they think fit.

24.2. Any trustee may summon a trustee meeting by written notice to the trustees.

24.3. If the chairperson is not present for whatever reason then the trustees shall elect one (1) of the trustees as substitute chairperson for that trustee meeting.

24.4. The proceedings of a trustee meeting shall not be invalidated by a minor deficiency or irregularity in notice.

24.5. A majority of trustees in office shall constitute a quorum for trustee meetings.

24.6. The chairperson may close a trustee meeting that becomes so unruly or protracted that business cannot be undertaken in a proper and orderly manner.

25. Trustee resolutions

25.1. Any question or resolution shall be decided by a majority of trustees, and where there is an equality of votes, the chairperson shall have a second and casting vote.

25.2. A resolution in writing signed or assented to by facsimile or other electronic communication shall be as valid and effectual as if it had been passed at a trustee meeting.

25.3. Any resolution may consist of several documents in like form and signed or assented by one or more trustees.

26. Minute book

26.1. The trustees shall keep a minute book recording the proceedings of every trustee meeting.

26.2. The minutes of a trustee meeting signed by the chairperson shall be evidence of:

(a) the business undertaken by the trustees; and

(b) the trustee meeting being properly convened and conducted unless the contrary is proven.

27. Remote meetings

27.1. A trustee meeting may be held where one or more of the trustees are not physically present and are appearing remotely provided that:

(a) the notice of the trust meeting provides the remote link;

(b) the trustees can be linked for the duration of the trust meeting; and

(c) the trustees are able to communicate with each other effectively, simultaneously and instantaneously.

28. Conflicts of interest

28.1. A trustee who has or may have a conflict of interest as determined by the trustees must immediately disclose that interest to the chairperson.

28.2. The interest must be recorded in the minutes.

28.3. The conflicted trustee may participate in the deliberations affecting the matter but he or she must not vote on the matter and shall leave the meeting for any such vote.

28.4. A kaumātua who has or may have a conflict of interest must immediately disclose that interest to the chairperson.

28.5. The conflicted kaumātua may not participate in the deliberations affecting the matter but he or she may vote on the matter as a member when before a general meeting.

29. Execution of documents

29.1. Any document to be executed by or for the trust shall be signed by any two of the trustees with one signatory to be the chairperson.

30. Other procedures

30.1. Subject to the provisions of this deed, the trustees may otherwise regulate their procedure having regard to the tikanga of Ngāti Whakahemo.

31. Tax returns

31.1. The trustees shall prepare and file all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information with the Inland Revenue Department.

32. Trust staff

32.1. The trustees may employ staff to work for the trust.

32.2. Any staff employed by the trust may be required to attend a trustee meeting but shall not be entitled to vote.

33. Trustee liability

33.1. The trustees shall not be bound to take, or be liable for their failure to take, any proceedings against another trustee or trustees for any breach or alleged breach of trust committed by the other trustee or trustees.

34. Trustee remuneration and expenses

34.1. The trustees are entitled to receive reasonable remuneration for their services as trustees, provided that such remuneration is collectively agreed upon by a majority of trustees, recorded in writing, and considered fair in relation to the responsibilities undertaken.

35. Indemnity and insurance

35.1. The trustees shall not be liable for the consequence of any act or omission unless the consequence is attributable to dishonesty, gross negligence or to the wilful commission of any act known to be in breach of trust, or to the wilful omission of any act when the omission is known to be a breach of trust.

35.2. The trustee shall be indemnified out of the trust fund for and in respect of any liability which the trustees may sustain or incur by reason of the carrying out or omission of any function, duty or power of the trustees under this deed, unless such loss or liability is attributable to dishonesty, gross negligence or to the wilful commission of any act known to be a breach of trust.

35.3. The trust may provide insurance for the trustees in respect of any costs incurred in any proceedings.

35.4. The trustees shall ensure the particulars of any indemnity or insurance are recorded in the minutes of the meeting at which that indemnity or insurance is approved.

36. Dispute process

36.1. Any dispute arising in relating to the operation of the trust shall in the first instance be referred in writing to the trustees setting out full particulars of the nature of the dispute.

36.2. The trustees shall acknowledge receipt in writing within ten (10) working days' notice of the dispute.

36.3. Any dispute regarding descent from Maruahaira or otherwise in connection with the tikanga, reo, kawa, whakapapa and kōrero of Ngāti Whakahemo shall be referred by the trust to the Kaumātua Taumata.

36.4. The Kaumātua Taumata may provide non-binding advice to the trustees on the manner in which the dispute should be resolved.

36.5. In relation to all other disputes, the chairperson shall attempt to resolve the dispute amicably in accordance with the tikanga of Ngāti Whakahemo and then report to the other trustees.

36.6. The trustees shall make a decision on the dispute having regard to the tikanga of Ngāti Whakahemo following the provision of any non-binding advice from the Taumata Kaumātua or a report from the chairperson.

36.7. If the member who submitted the notice of dispute is not satisfied with the decision of the trustees then the dispute shall be referred to mediation in accordance with the tikanga of Ngāti Whakahemo. Taumata Kaumātua, as agreed between the parties, will act as mediator.

36.8. If the dispute is not resolved by mediation then the parties are entitled to pursue other options including legal proceedings.

37. Removal or amendment of mandate

37.1. Any issues or concerns regarding the mandate of Ngāti Whakahemo, that propose the amendment or removal of the mandate, must firstly be addressed through the dispute process outlined above in clause 36.

37.2. If the issues or concerns are not resolved through the dispute process then a special meeting may be called to determine whether the mandate should be removed or amended.

37.3. Notice of the special meeting will be sent to all registered members of Ngāti Whakahemo as well as widely advertised.

37.4. Discussion at the special meeting will be guided by tikanga and kaumātua oversight.

37.5. Voting (postal, online and kanohi ki te kanohi) will take place on whether to commence the process to remove or amend the mandate. A vote to remove or amend the mandate is passed in accordance with clause 21.4 (special resolutions).

37.6. The outcome of the vote is binding on the trust, will be recorded in the minute book and reported to Ngāti Whakahemo and the Crown.

38. Amendment

38.1. Any amendment to this deed is of no effect if:

(a) it is designed to vary, or would have the effect of varying, the definition of member, Ngāti Whakahemo or tupuna of Ngāti Whakahemo so as to:

(i) exclude persons who descend from Maruahaira; or

(ii) include persons who do not descend from Maruahaira.

38.2. This deed may otherwise be amended provided that the amendment is approved by resolution at an annual general meeting or special meeting.

39. Termination

39.1. The trust shall be terminated as soon as reasonably practicable after the completion date.

40. Governing law

40.1. This deed and the trust shall be interpreted in accordance with and governed by the laws of New Zealand.

40.2. The courts of New Zealand have exclusive jurisdiction to decide all claims, actions or other proceedings in connection with the trust or this deed.

Executed as a Deed this day of 2025

SCHEDULE 1

REGISTER OF ADULT MEMBERS

1. Register

1.1. The trustees shall administer and maintain a register of members.

2. Compliance

2.1. The register shall be administered and maintained in accordance with this schedule.

3. Details

3.1. The register shall record the name, date of birth and contact details of members.

4. Number

4.1. The trustees shall allocate an identification number to each member.

5. Applications

5.1. An application for registration as a member shall be in writing on the form approved by the trustees from time to time.

5.2. The application must contain the applicant's:

(a) name, date of birth, and contact details; and

(b) whakapapa.

6. Taumata Kaumātua

6.1. The trustees may refer any application to the Taumata Kaumātua for advice on the applicant's whakapapa.

6.2. The trustees may request a determination from the Taumata Kaumātua on the descent of an applicant from Maruahaira.

7. Decision

7.1. After considering an application, and any advice or determination from the Taumata Kaumātua, the trustees shall decide on the registration of an applicant as a member.

8. Successful applicant to be registered

8.1. If an application is approved then the trustees shall:

(a) allocate an identification number;

(b) enter the applicant's name, date of birth and contact details onto the register under that identification number; and

(c) give written notice that the application has been approved.

9. Notification to unsuccessful applicants

9.1. The trustees shall give written notice to an applicant if his or her application has not been approved by the trustees.

10. Maintenance of register

10.1. The trustees shall:

(a) take all necessary steps to protect the privacy of registered members.

(b) ensure that the register is as current, accurate and complete as is reasonably possible in the circumstances.

10.2. An adult registered member may terminate his or her registration by giving written notice to the trustees.

10.3. Upon receipt of a written notice of termination from an adult member the trustees shall:

(a) remove his or her name, date of birth and contact details from the register;

(b) cancel his or her identification number

(c) give written notice to that adult member that he or she is no longer a registered adult member.

SCHEDULE 2

ELECTION TO FILL CASUAL VACANCY

1. Procedure

1.1. This schedule shall only apply where:

(a) a trustee has been removed or ceases to hold office under clause 8; and

(b) the casual vacancy has not been filled by the endorsement of a registered adult member at a general meeting in accordance with the tikanga of Ngāti Whakahemo under clause 8.8.

2. Nominations

2.1. The trustees shall call for nominations to fill the casual vacancy at the general meeting.

2.2. Any nomination must be made by a registered adult member and seconded by three (3) registered adult members.

3. Election

3.1. If there is only one (1) nomination then no election shall be necessary and that registered adult member shall be appointed trustee.

3.2. If there are two (2) or more nominations:

(a) the election to fill the casual vacancy shall be by way of secret ballot of the registered adult members present in person at the general meeting.

(b) the candidate who receives the highest number of votes shall be appointed trustee.

3.3. Where two (2) or more candidates receive an equal number of votes then the appointment shall be determined by lot.

4. Record of changes

4.1. The trustees shall ensure that every resignation, termination and appointment of a trustee is recorded in the minute book.