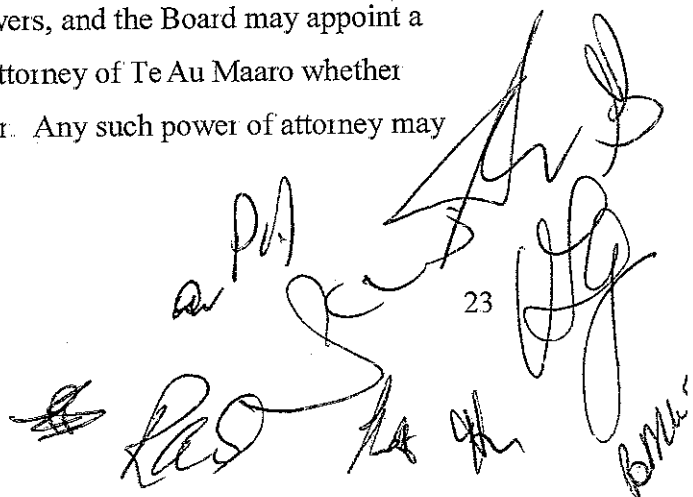


- 11.9 If the office of an Executive Officer is vacated under clause 11.7 the Board shall, at its next meeting, appoint one of its number qualified under clauses 11.3 or 11.5 to fill that office.
- 11.10 For the avoidance of doubt, each Executive Officer must be a beneficiary at the time of their appointment.
- 11.11 If the office of a Representative or Alternate is vacated under clause 11.7 or 11.8 then a new Representative or Alternate shall be appointed pursuant to clause 10.4 until the next Hui-a-iwi of Ngati Pukenga as set out in clauses 10.1 to 10.3. For the avoidance of doubt, any Representative or Alternate who is elected pursuant to clauses 10.1 to 10.3 of this Kaupapa to replace any Representative or Alternate vacated under this clause, shall continue the term of that Representative or Alternate so that all Representatives of the Board and Alternates conclude their terms at the same time (excluding any Representatives or Alternates appointed by the Board under clause 10.4 of this Kaupapa).

## 12 POWERS AND FUNCTIONS OF THE BOARD

- 12.1 The business and affairs of Te Au Maaro shall be managed by, or under the direction or supervision of the Board.
- 12.2 The Board may exercise all of the powers and seek to progress the objectives of Te Au Maaro.
- 12.3 The Board may from time to time delegate to committees, or to particular members of the Board, all or any of its powers, and the Board may appoint a person or persons to act as an attorney or attorney of Te Au Maaro whether generally or in relation to a specified matter. Any such power of attorney may

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contain such provision for the protection of persons dealing with the attorney as the Board thinks fit.

12.4 A committee formed in accordance with clause 12.3 shall, in the exercise of the powers delegated to it, comply with any procedural or other requirements imposed on it by the Board. Subject to such requirements, the provisions of this Kaupapa relating to proceedings of the Board shall, with appropriate modification, apply to meetings of such committee.

12.5 The Board shall:

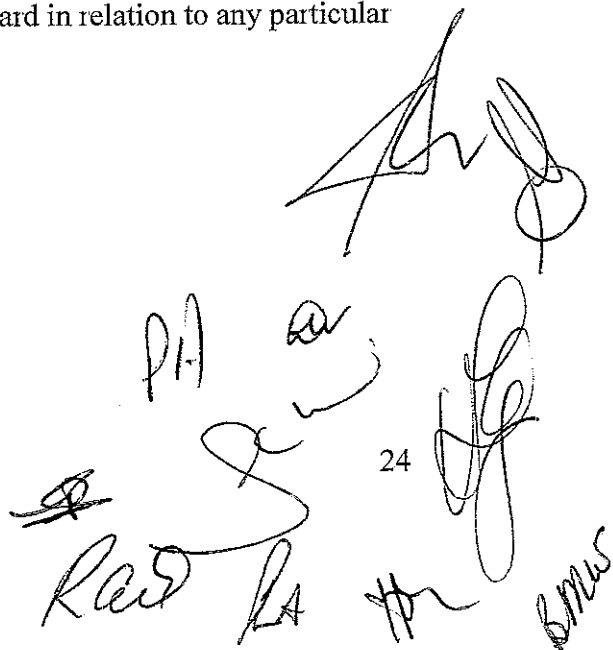
- (a) have control of the common seal of Te Au Maaro;
- (b) establish such newsletters as it deems appropriate;
- (c) generally take such other actions as appear to it to be necessary or desirable for the purposes of progressing the objectives and powers of Te Au Maaro.

### 13 PROCEEDINGS OF THE BOARD

13.1 Except as provided in this Kaupapa, the Board may regulate its own procedure.

13.2 The following provisions shall apply in relation to meetings of the Board (except where otherwise agreed by all members of the Board in relation to any particular meeting or meetings):

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### 13.3 General Meetings

- (a) meetings of the Board shall be convened in each case by the Chair monthly or at times specified by him or her, or, if the office of the Chair has been vacated by the Secretary;
- (b) a notice of a General Meeting of the Board shall be provided by the secretary in writing to the marae no less than **one week prior** to the meeting taking place.

### 13.4 Special Meetings

- (a) in addition to the meetings specified in 13.3, the Secretary of the Board shall within 15 days of receiving a written request submitted by not less than 60% of the Board (excluding any Alternates) convene a meeting of the Board. Any request submitted under this paragraph shall state the purpose of the meeting;
- (b) the Secretary shall in each case give not less than five working days notice of a meeting to each Marae and Representative and Alternate, (except in circumstances of urgency requiring shorter notice);
- (c) notices of meeting shall be sent by the secretary in each case to such addresses as each Marae and Representative and Alternate notifies to the Secretary from time to time;
- (d) notices of a meeting may be sent by facsimile transmission, or may be provided to a Marae or Representative or Alternate by telephone or other oral means of communication, or sent by such other electronic or other means as requested in respect of a particular Marae or Representative or Alternate from time to time;

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- (e) each notice of a meeting shall specify the date, time and place of the meeting, and the business to be considered.

## 14 ANNUAL GENERAL MEETING

- 14.1 The Chair of the Board shall convene an Annual General Meeting no earlier than 31 October and no later than 31 December in each calendar year ("AGM").
- 14.2 Every notice of an Annual General Meeting shall state the place, date and time of the meeting, and the nature of the business to be conducted at the meeting.
- 14.3 The business of the Annual General Meeting shall include (but shall not be limited to) the receipt and consideration of the accounts of Te Au Maaro and the auditors report on those accounts, an annual plan and an annual report.
- 14.4 A meeting whether Annual, Special or General may be held either by a quorum being assembled together at the place, date and time appointed for the meeting, or by means of audio, or audio and visual, communication by which all members of the Board participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 14.5 Subject to clause 14.7 of this Kaupapa, a quorum for a meeting of the Board is not less than 60% of the Board. No business may be transacted at a meeting if a quorum is not present.
- 14.6 If no quorum, as set out in clauses 14.5 and 14.7 of this Kaupapa, is present within half an hour from the time appointed for the commencement of a General Meeting the meeting shall be deemed to be adjourned to a date, time and place appointed by the Executive, and Representatives present at that adjourned meeting shall be deemed to constitute a quorum.

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14.7 If in any meeting of the Board there are less than 60% of the Board present then the Alternates present at that meeting shall, for the purpose of that meeting, be Representatives for all purposes and shall have the same rights and obligations as if they were Representatives, and such Alternates may assist to constitute a quorum if those Alternates and Representatives then present at that meeting number not less than five (5) persons in total.

## 15. PROCEEDINGS AT ANNUAL, GENERAL AND SPECIAL MEETINGS

15.1 Every Representative is entitled to attend and speak at a meeting of the Board. Every Alternate is entitled to attend a meeting of the Board and may speak at any meeting that they are deemed to be a Representative pursuant to clause 14.7 of this Kaupapa.

15.2 A resolution may be passed in writing and shall be as valid and effective as if it had been passed at a meeting. Any such resolution is to be signed by the Chair and/or the Secretary. Any such resolution may consist of several documents in like form and may be transmitted by facsimile or similar means of communication. A copy of any such resolution shall be entered in the minutes.

15.3 The acts of a person as a Representative are valid even though it is subsequently discovered that the person's appointment or election was defective provided the iwi of Ngati Pukenga approve retrospectively to the person's appointment at a following Hui-a-iwi of Ngati Pukenga.

15.4 The Board shall ensure that minutes are kept of all proceedings at their meetings, and at all meetings. Minutes which have been signed correct by the Chair are prima facie evidence of the proceedings of that meeting.

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- 15.5 The accidental omission to give notice of an Annual, General or Special Meeting to, or the non-receipt of notice of a General Meeting by any Marae shall not invalidate the proceedings at that meeting.
- 15.6 The Chair may not adjourn any Annual, General or Special Meeting from time to time and from place to place unless consented to by a 60% majority of the Board, or of the Board and Alternates acting pursuant to clause 14.7 of this Kaupapa. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any further additional notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
- 15.7 At any Annual, Special or General Meeting a resolution put to the vote shall be deemed to have been carried if a majority of 60% of the Board, or of the Board and Alternates acting pursuant to clause 14.7 of this Kaupapa, present at the meeting vote in favour of the resolution. However, the Chair shall do his or her best endeavours to ensure that all resolutions are made by consensus.
- 15.8 Voting on a resolution shall be on a show of hands by Representatives, or by Alternates acting pursuant to clause 14.7, unless the Chair deems it appropriate that a poll or ballot be conducted whether that be by means of audio, or audio and visual, or post ballot. The Chair shall be entitled to specify the manner in which any such poll or ballot shall be conducted.
- 15.9 The Chair shall declare whether a resolution has been carried or lost, and an entry to that effect in the minute book of Te Au Maaro shall be conclusive evidence of that fact.

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**16 FINANCE**

16.1 The Board shall be entitled, from time to time, to levy the individual Beneficiaries and/or the Ngati Pukenga marae or to require payment of membership fees.

16.2 Levies or subscriptions paid under the preceding clause shall not be refundable in any circumstances.

16.3 The funds of Te Au Maaro shall be under control of the Board, who shall delegate responsibility for management of such funds to the Treasurer.

16.4 The treasurer shall ensure that proper books of account are kept to show the assets, liabilities and financial position generally of Te Au Maaro, in compliance with the provisions of the Act. Such accounts shall be audited by a firm of chartered accountants which is a member of the New Zealand Society of Accountants and which is elected and appointed from time to time by the Executive. Each auditor so appointed shall hold office until the next Annual General Meeting of Te Au Maaro, and such appointment shall be automatically continued following such Annual General Meeting unless otherwise resolved by the Executive.

16.5 It shall be the duty of the auditor to report to the marae and to beneficiaries as to whether the accounts and balance sheet of Te Au Maaro present a true and fair view of the financial affairs of Te Au Maaro.

16.6 The auditor's remuneration shall be paid out of the funds of Te Au Maaro.

16.7 A copy of the latest accounts together with the auditors report thereon shall be sent to the Representatives and the Ngati Pukenga Organisations together with each notice of each Annual General Meeting.

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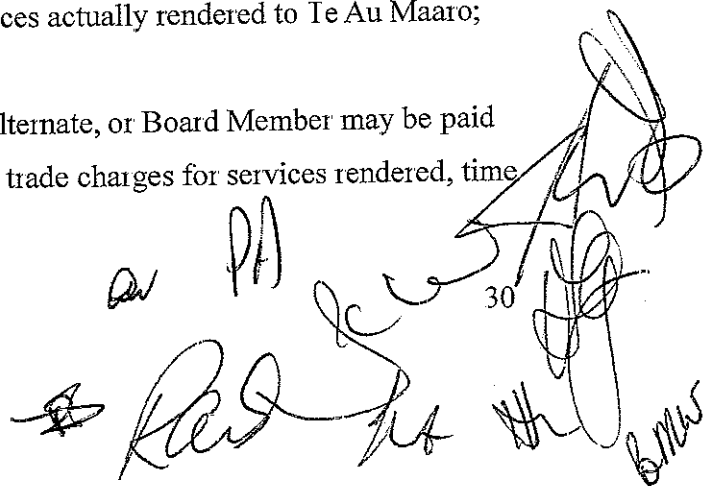
16.8 All funds received by or on behalf of Te Au Maaro must be paid into the bank account of Te Au Maaro, to be maintained at a bank, and at a branch, approved from time to time by the Executive. All cheques and other instruments operating the bank account of Te Au Maaro must be signed by not less than two members of the Board designated from time to time by resolution of the Board.

16.9 The Trust property profits and other income (if any) of the Trust whencesoever derived shall be applied solely in promoting the aims, objectives and purposes set forth herein and subject as herein contained no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise howsoever by way of profit or salary to any members of the Board or persons associated therewith **PROVIDED HOWEVER** that nothing herein contained shall prevent the payment in good faith of remuneration by way of salary, wages or otherwise to any officers, agents or servants of the Board or other persons in return for any services actually rendered to the Trust and to reimburse them for any monies or expenses or otherwise paid on account of the business undertakings or activities of the Trust.

16.10 No private pecuniary profit shall be made by any person from Te Au Maaro, except that:

- (a) any Trustee, Executive Officer, Alternate, or Board Member may receive full reimbursement for all expenses properly incurred by them in connection with the affairs of Te Au Maaro;
- (b) Te Au Maaro may pay reasonable and proper remuneration to any officer or servant of Te Au Maaro (whether a Trustee, Executive Officer or Board Member or not) in return for services actually rendered to Te Au Maaro;
- (c) any Trustee, Executive Officer, Alternate, or Board Member may be paid all usual professional, business or trade charges for services rendered, time

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expended and all acts done by that person or by any firm or entity of which that Trustee, Executive Officer, Alternate, or Board Member is a member, employee or associate in connection with the affairs of Te Au Maaro.

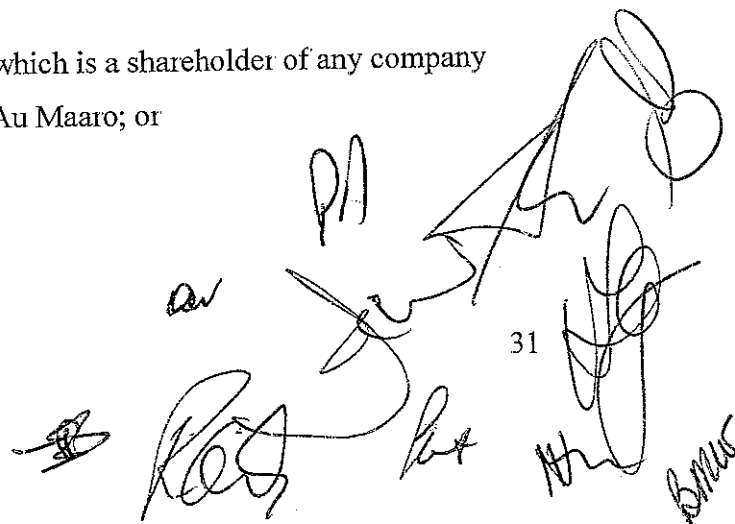
- (d) any Trustee, Executive Officer, Alternate, or Board Member may retain any remuneration properly payable to that/them by any company or undertaking with which Te Au Maaro may be in any way concerned in involved for which that person has acted in any capacity whatsoever, notwithstanding that that person's connection with that company or undertaking is in any way attributable to that person's connection with Te Au Maaro.

16.11 The Trustees or Executive Officer or Board Members or Alternates, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

16.12 Notwithstanding anything contained or implied in this Kaupapa, any person who is:

- (a) A Trustee or Executive Officer or Alternate or Board Member of Te Au Maaro, or
- (b) a shareholder or director of any company carrying on any business of Te Au Maaro; or
- (c) a settlor or Trustee of any trust which is a shareholder of any company carrying on any business of Te Au Maaro; or

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(d) an associated person (as defined by the Income Tax Act 1994) of any such settlor, trustee, shareholder or director,

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

16.13 A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to Te Au Maaro or to any company by which any business of Te Au Maaro is carried on, be in breach of the terms of this clause.

16.14 Any Representative, including any Alternate acting pursuant to clause 14.7 of this Kaupapa, who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which Te Au Maaro is or may be in any way concerned or involved, shall disclose the nature and extent of that Representative's or Alternate's interest to the Board, and shall not take any part whatsoever in any deliberations of the Board concerning any matter in which that Representative or Alternate is or may be interested in other than as directed by the Board.

## 17 COMMON SEAL

17.1 The common seal of Te Au Maaro shall be kept in the custody of the Executive Officers and the seal shall be affixed to such documents as may be approved from time to time by the Board. The affixing of the seal shall be witnessed by not less than two of members of the Board approved for that purpose by resolution of the Board.

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## 18 ALTERATIONS

18.1 Subject to the provisions of the Charitable Trust Act 1957, the provisions of this Kaupapa may be altered or added to at any special meeting of the Board subject to the following conditions:

- (a) No alteration shall be made which shall render the aims and objectives of the Trust non charitable or not to be in harmony with the spirit and concept for which this Trust has been established.
- (b) No less than fifteen (15) working days notice stating the date of the calling of the meeting and the proposed alteration addition or variation shall be given to each Board member by posting a copy of the notice to his or her marae.
- (c) Any such proposed alteration may be amended at any meeting called for the purpose of considering them.
- (d) The provision herein contained as to special meetings shall otherwise be observed.
- (e) Not less than fifteen (15) days prior notice of the meeting shall be given in the New Zealand Herald and/or local newspapers.
- (f) The resolution effecting the alterations or additions must (if passed at a meeting of the Board) be passed by a majority of at least seventy five percent (75%) of the members of the Board voting in person. For the avoidance of doubt no Alternates may vote on any resolution under clause 18.1 of this Kaupapa and clause 14.7 of this Kaupapa shall not apply.

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**19 LENDING AND LEASING OF ASSETS**

19.1 The Board shall not lend money nor lease property or assets - at less than current commercial rates; and shall ensure that receipts by way of interest or rent shall not be at less than current commercial rates - having regard always to the nature and terms of the loan and/or lease, to any person (as defined in the Income Tax Act 1994):

- (a) Who is a member or Trustee or member of the Board or Alternate of Te Au Maaro; or
- (b) Who is a shareholder or director of any company by which any business of Te Au Maaro is carried on; or
- (c) Who is settlor or trustee of a trust that is a shareholder of any company by which any business of Te Au Maaro is carried on; or
- (d) If that person or that company and the settlor or trustee or shareholder or director referred to in any of the foregoing paragraphs of this proviso are associate persons (as that term is defined in the Income Tax Act 1994).

**20 TE AU MAARO BUSINESS**

20.1 It shall be lawful for any business, undertaking operation or activity hereby authorised to be carried out by the Trust to be conducted and/or carried out under such name or names, trade description or calling that the Board may from time to time decide upon or consider appropriate.

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## 21 FEES AND REMUNERATION

21.1 Notwithstanding any general rules or law to the contrary and anything hereinbefore contained a member of the Board (or any Alternate acting pursuant to clause 14.7 of this Kaupapa), or any firm of which he or she is a member or any company or firm by which a member is employed shall be entitled to receive and retain for his, her or its services in respect of the Trust property or any part thereof or in respect of this Kaupapa or any matter pertaining hereto or arising hereunder all fees and remuneration to which such member, firm or company would have been entitled if the member not being a member of the Board, he or she has been employed or engaged by the Board.

## 22 BOARD MEMBER LIABILITY

22.1 In the professed execution of the Trusts and powers hereof no member of the Board (or any Alternate), shall be liable for any loss to the Trust fund arising by reason of any improper act made in good faith or for the negligence or fraud or delay of any agent, officer or servant employed by the Board or by any member or Alternate of it (notwithstanding that the employment of such agent, officer or servant was not strictly necessary or expedient and notwithstanding any statutory provision or rule of law to the contrary) nor shall any member of the Board or any Alternate be liable for any matter relating to the Trusts of this Kaupapa not attributable to his or her own dishonesty or wilful breach of the trust.

## 23 BY-LAWS

23.1 The Board may at any Annual or Special General Meeting by resolution passed by three quarters of the Board present (and not including any Alternates), make by-laws in addition hereto provided that no such by-laws shall be valid -

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- (a) If they in any way conflict or are inconsistent with the provisions herein contained; and
- (b) Unless a copy of such proposed by-laws are forwarded to each Board member not less than twenty-one (21) days prior to the meeting called to consider such proposals.

23.2 For the avoidance of doubt, clause 14.7 of this Kaupapa shall not apply to any resolution made under clause 23.1 of this Kaupapa and no Alternate may vote on any resolution under clause 23.1 of this Kaupapa.

## 24 REGISTERED OFFICE

24.1 The registered office of Te Au Maaro shall be at such place as the Board may from time to time determine and due notice of any change of office shall be given to the Registrar of Incorporated Societies or as may be prescribed by a legislative enactment.

## 25 WINDING UP

25.1 Te Au Maaro may be wound up under the provisions contained in sections 24 and 25 of the Charitable Trusts Act 1957 and/or according to the law and the grounds for winding up applicable at that time such winding up is sought and desired. On the winding up of the Board or its dissolution, all surplus assets administered by it shall (after the payment of all costs, debts and liabilities) be disposed of as High Court of New Zealand shall direct pursuant to Section 27 of the Charitable Trusts Act 1957 or any amendment or substitutionary enactment thereof.

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IN WITNESS WHEREOF this Deed has been executed the day and year first  
hereinbefore written

SIGNED by HARRY HAERENGARANGI )

MIKAERE as Trustee )

in the presence of: )

*Mikaere 01/04/06*

**Dominic G. S. Wilson**  
Solicitor  
AUCKLAND

*DG Wilson*

SIGNED by STEPHEN ASHER )

as Trustee )

in the presence of: )

*Stephen Asher*

**Dominic G. S. Wilson**  
Solicitor  
AUCKLAND

*DG Wilson*

SIGNED by REHUA SMALLMAN )

as Trustee )

in the presence of: )

*Rehua Smallman*

**Dominic G. S. Wilson**  
Solicitor  
AUCKLAND

*DG Wilson*

SIGNED by SHANE ASHBY )

as Trustee )

in the presence of: )

*Shane Ashby*

**Dominic G. S. Wilson**  
Solicitor  
AUCKLAND

*DG Wilson*

SIGNED by TE AWANUIARANGI )

HAPI BLACK as Trustee )

in the presence of: )

*Te Awanuiarangi*

**Dominic G. S. Wilson**  
Solicitor  
AUCKLAND

*DG Wilson*

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SIGNED by BELLA WILLIAMS-WILSON

as Trustee

in the presence of:

Dominic G. S. Wilson  
Solicitor  
AUCKLAND

*Dg Wilson*

) *Bella Williams-Wilson*  
)  
)

SIGNED by PIERRE HAWIRA

as Trustee

in the presence of:

Dominic G. S. Wilson  
Solicitor  
AUCKLAND

*Dg Wilson*

) *Pierre Hawira*  
)  
)

SIGNED by RAHERA AROHA OHIA

as Alternate

in the presence of:

Dominic G. S. Wilson  
Solicitor  
AUCKLAND

*Dg Wilson*

) *R.A. Ohia*  
)  
)

SIGNED by JAMES WILSON

as Alternate

in the presence of:

Dominic G. S. Wilson  
Solicitor  
AUCKLAND

*Dg Wilson*

) *James Wilson*  
)  
)

SIGNED by VERNA OHIA-GATE

as Alternate

in the presence of:

Dominic G. S. Wilson  
Solicitor  
AUCKLAND

*Dg Wilson*

) *Verna Ohia-Gate*  
)  
)

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## SCHEDULE 1

### Guiding Principles, Needs and Safeguards

#### 1. GUIDING PRINCIPLES

- 1.1 To care for all who whakapapa to Ngati Pukenga irrespective of their place of residence.
- 1.2 Ngati Pukenga shall establish its own identity, and assist hapu to establish their identity.
- 1.3 Tino rangatiratanga of the kainga, marae, and iwi shall be reasserted and accepted.
- 1.4 Acknowledgment of the iwi rights in respect of all Ngati Pukenga Taonga, and the paramount right of Ngati Pukenga Iwi to ownership, control and management over all their traditional lands and resources (with legislation as necessary and protocols agreed with local authorities).
- 1.5 Recognition and right to restoration and protection and/or strengthening of waahi tapu, kainga and marae.
- 1.6 Control of resources (both current and future), discovered and yet to be discovered, including natural resources reserved to Ngati Pukenga.
- 1.7 The Crown shall acknowledge and apologise and provide restitution for the loss and pain of the descendants of Ngati Pukenga.
- 1.8 Rights under Article III of the Treaty of Waitangi shall be preserved.

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## 2 NEEDS

- 2.1 Establishing the identity and mana, and controlling the destiny of Ngati Pukenga, its kainga and each descendant.
- 2.2 Reasserting and accepting the tino rangatiratanga of Ngati Pukenga, its kainga and each descendant.
- 2.3 Fair distribution of the benefits amongst all kainga and marae, recognising the needs of, and the need to be fair, to all kainga and marae. Skills, resources and information are to be shared by and among the kainga and marae.
- 2.4 Ownership, management and control of Ngati Pukenga Taonga.
- 2.5 Ownership, management and control of land and resources, including natural resources (minerals, kaimoana, rivers, kaitiakitanga and environmental purity). To the extent that advisory services are required in order to better train Ngati Pukenga for these jurisdictions, then such is to be provided.
- 2.6 Protection of waahi tapu.
- 2.7 Establishment of a sound economic base for kainga, marae and iwi.
- 2.8 Establishing relationships at both kainga, marae and iwi levels within the local and national frameworks, for example, with district councils and local territorial authorities.
- 2.9 Resources to further research, and to develop and progress the claim.
- 2.10 For the capital of the claim of settlement to be maintained for all time.

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2.11 The likely need for compromise arising from the inherent nature of the balancing of various interests.

### 3 SAFEGUARDS

3.1 The Ngati Pukenga structure will be representative of the kainga and marae.

3.2 The Ngati Pukenga structure shall promote shared leadership and progression of the claims of Ngati Pukenga, and shall empower the descendants of Ngati Pukenga by ensuring their opportunity to participate in the decision-making process.

3.3 Iwi structure and representatives appointed to it shall in their work and decisions abide by the guiding principles, and be informed by the needs and safeguards adopted by Ngati Pukenga.

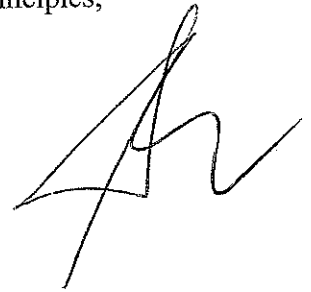

3.4 The iwi structure and the representatives appointed to it shall be the mandated body to represent the kainga and marae of Ngati Pukenga for the scoping of the plan of Ngati Pukenga, the appointment of a negotiating team for Ngati Pukenga and the authorised body to commence negotiations with the Crown over the claims of Ngati Pukenga.

3.5 Before the appointed negotiating team commences any negotiations with the Crown, the scope and nature of the claim shall be put to the descendants of Ngati Pukenga for consultation, discussion and consideration with the objective of ensuring the claim is comprehensive and accords with the principled approach to progressing the claim and is responsive to the needs and safeguards to which Ngati Pukenga has agreed.

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3.6 The iwi structure and representatives to it will ensure full and regular communication with the descendants of Ngati Pukenga over all aspects of progressing the claim.

3.7 The Iwi structure shall bring forward to the descendants of Ngati Pukenga its proposals as to distribution of the benefits of the claim settlement. Such proposals and consideration of the proposals shall be informed by the agreed principles, needs and safeguards agreed to by the descendants of Ngati Pukenga.

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**SECOND SCHEDULE**

**Ngati Pukenga Marae**

**MARAE**

**KAINGA**

Whetu o te Rangi

Tauranga

Te Kou o Rehua

Manaia

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**THIRD SCHEDULE**

**Ngati Pukenga Kainga**

**KAINGA**

**MARAE**

Tauranga

Whetu o te Rangi

Maketu

Manaia

Te Kou o Rehua

Pakikaikutu

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A collection of handwritten marks and scribbles in the bottom right corner of the page. It includes the letters 'PA.' at the top, the number '44' below it, and several other illegible scribbles and lines, including what appears to be 'Rag', 'LA', 'a', and 'bms'.