



TĀTAU TĀTAU
o Te Wairoa
Trust

UPDATES TO THE TRUST DEED

INFORMATION BOOKLET

— JULY 2018 —



Key dates



Contact details

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TO REGISTER OR FOR MORE INFORMATION,
GO TO THE TRUST'S WEBSITE

www.ttotw.iwi.nz



He mihi

TĒNĀ KOUTOU KATOA

This Information Booklet is for all adult registered members of the Iwi and Hapū of Te Rohe o Te Wairoa. It provides information about proposed key updates to the Tātau Tātau o Te Wairoa Trust Deed that need to be made before our settlement can be enacted.

Our Trustees have been working hard to review all your feedback from our Engagement Hui around Aotearoa in November last year. We are getting ready to come back to you with a final proposal for how we manage our settlement assets once we receive the Settlement Redress.

But first – there is an important administrative step we must take to ensure our settlement has its third and final reading in Parliament this year, and is enacted.

The Trust needs to update our Trust Deed so that the claimant definition in the Trust Deed aligns with the claimant definition in the Deed of Settlement that you approved in late 2016 and also so that the Trust Deed meets the Crown’s requirements for trust deeds generally. This is an administrative step required by the Crown to ensure there is full alignment with our Deed of Settlement.

None of the proposed updates alter the intent of our Trust Deed. To make the proposed updates we need to hold a Special General Meeting and vote on a Special Resolution. We need you – and as many adult registered members as possible – to vote ‘YES’ to approve the Special Resolution.

Please take the time to read through the information in this booklet and review the proposed updates, then we strongly encourage you to vote ‘YES’ to approving the Special Resolution.

This is an administrative step that we must take to complete our settlement, and we want to get on with it so our whānau, hapū and iwi can start seeing some great progress.

If you have any questions or concerns, please contact your Kāhui representatives and/or Initial Trustees to discuss. You can also attend the Special General Meeting on 27 July in Wairoa for further clarification on the proposed updates.

Only registered members can vote, so please check your whānau are registered and have received their voting papers – if not, tell them to contact us today.

Thank you for your support whānau, please vote so we can make sure the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill becomes law in 2018!

Nāku iti nei, nā

Leon Symes
Chairperson
Tātau Tātau o Te Wairoa Trust

28 June 2018

Leon Symes
Chair
Tatau Tatau o Te Wairoa Trust
PO Box 61
WAIROA 4108

Tēnā koe

Thank you for sending me the revised version of the Tātau Tātau o Te Wairoa Trust Deed of 26 June 2018. I confirm the Crown is satisfied with the revised Trust Deed.

We requested changes to the Trust Deed definition of the iwi and hapū of Te Rohe o Te Wairoa (the claimant definition) to align with the claimant definition in the Iwi and Hapū of Te Rohe o Te Wairoa Deed of Settlement and Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill (the Bill). This is important so the Crown can be assured that the group whose claims are being settled are the same as those who can benefit from the settlement. We also requested certain changes to the Trust Deed so that the Trust Deed met Crown requirements for trust deeds generally.

If these changes are voted on and accepted by the Trust's beneficiaries, we can then proceed to the third reading of the Bill and enactment of the settlement.

Nāku noa, nā



Warren Fraser
Regional Director - Te Rāwhiti



Our journey towards settlement

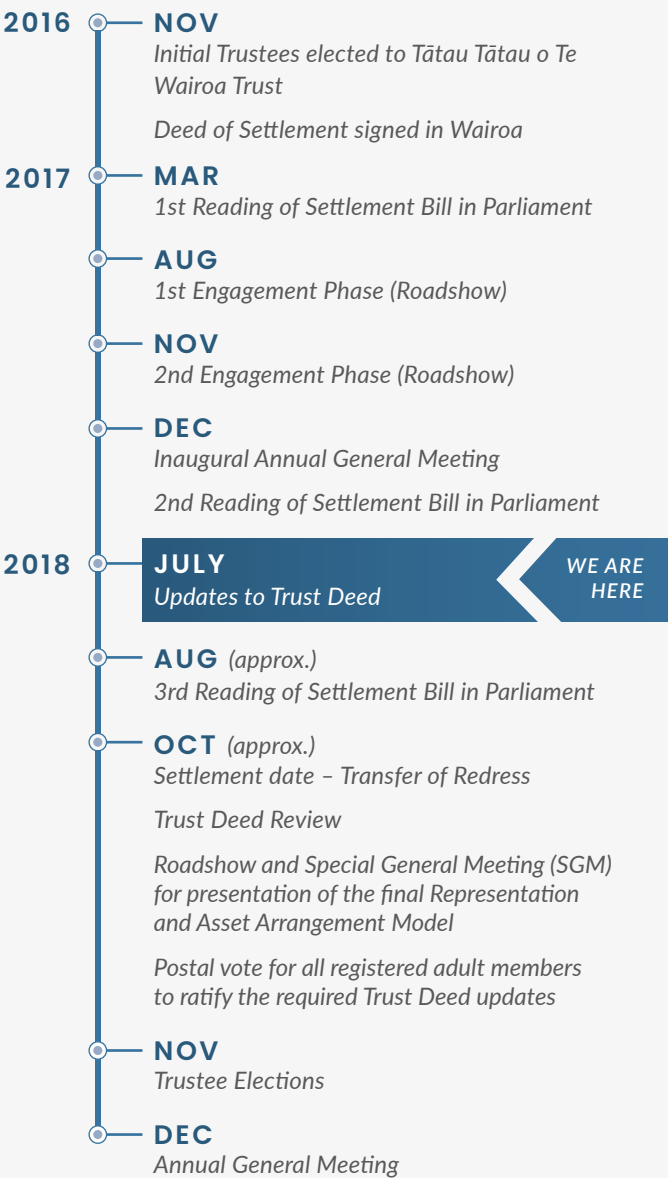
Our settlement journey began more than 30 years ago, when our elders first lodged historical Treaty claims with the Waitangi Tribunal in the early 1980s, for the area between Tūrangānui-a-Kiwa and Mōhaka (the 'Wairoa Inquiry District').

Ultimately our whakapapa and whanaungatanga helped us to work together. Our iwi and hapū eventually formed into a single large natural grouping under the name of Te Tira Whakaemi o Te Wairoa (Te Tira), made up of seven clusters of iwi and hapū groups across the region.

It took years of intense discussion, consultation and negotiation to get to our Deed of Settlement and Post-Settlement Governance Entity (PSGE), Tātau Tātau o Te Wairoa Trust, which our iwi and hapū approved in 2016. Our official Deed of Settlement signing ceremony was held in Wairoa on 26 November 2016. Our Settlement Bill is currently before Parliament and we anticipate it will be enacted in 2018.

For information on the details of our settlement, visit www.ttotw.iwi.nz.

Timeline and key dates



OUR SETTLEMENT IS SO CLOSE TO COMPLETION! WE WANT TO BEGIN SEEING SOME PROGRESS FOR OUR IWI, HAPŪ AND WHĀNAU.



Our Trust

The Trust was approved as our Post Settlement Governance Entity during our Settlement Ratification in 2016. Once the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill has passed through Parliament and becomes law, Tātau Tātau will receive and administer our Settlement Redress on behalf of all our registered members.

Our registered members are whānau, hapū and iwi who whakapapa to the ancestral waka of Tākitimu and Kurahaupō across Te Rohe o Te Wairoa.

The Trust has all the usual powers of a Post Settlement Governance Entity, including the ability to establish subsidiaries. The Initial Trustees are restricted in their ability to sell or dispose of any assets.

The Trust is accountable to our iwi and hapū and has committed to engaging regularly and keeping members up to date through hui, pānui, our website and social media.

Initial Trustees

Tātau Tātau has 14 Initial Trustees, elected by our iwi and hapū, who will help to ensure we build a solid foundation for future growth and development opportunities.

Initial Trustees aim to serve a term of two years. Their first term began in November 2016. Trustee elections will be held later in 2018.

Our Initial Trustees are:

Leon Symes (CHAIRPERSON)	Carmen Morrell
Phillip Beattie	Pieri Munro (DEPUTY CHAIRPERSON)
Bubby McGregor*	Richard Niania
Huia LH Huata	Pauline Symes*
Carwyn Jones	Moana Rongo
Heta Kaukau	Apiata Tapine
Oha Manuel	Johnina Tewira Symes

** Bubby McGregor was appointed following Darren Beatty's resignation, effective 26 November 2017 and Pauline Symes was appointed as per the Trust Deed, following Tāmami Olsen's resignation, effective 23 April 2017.*



PROPOSED UPDATES TO THE TRUST DEED

What's happening?

Tātau Tātau o Te Wairoa Trust has been working towards completing our settlement so that the Settlement Redress can be received and begin to benefit the iwi and hapū of Te Rohe o Te Wairoa. We are nearly at the third and final reading of our Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill (the Settlement Bill) in Parliament this year.

When this happens, Parliament will enact the settlement. This will be an incredible and historic event for our iwi, and finishes what we have worked together towards for many, many years!

But there is a final administrative step we must take before this can happen.

The Crown requested that the Trust make some updates to our Trust Deed, so that it is consistent with the Deed of Settlement that you approved in late 2016.

We stress that none of the proposed updates alter the intent of the Trust Deed.

This is an administrative step required by the Crown so that once completed, our Settlement Bill can have its third reading in Parliament and be enacted.

To make the proposed updates to the Trust Deed, the Trust must hold a Special General Meeting and have a vote of all adult registered members to approve a Special Resolution.

What am I being asked to vote on?

All adult registered members of the Iwi and Hapū of Te Rohe Te Wairoa are being asked to vote on this Special Resolution:

The Adult Registered Members resolve to amend the Tātau Tātau o Te Wairoa Trust Deed as set out in the marked up Trust Deed entitled Revised Version 2018.

The Trust needs to pass this Special Resolution for our settlement to progress to become law. The Trust asks all whānau to review the proposed amendments (pages 18 to 41) and then vote 'YES' to approve the Special Resolution.

The Special Resolution MUST receive at least 75% support of valid votes cast for it to be passed.

If the Special Resolution does not receive the required level of support, our settlement will be delayed indefinitely. Our ultimate goal has been to move as quickly as possible through the legislative process to complete Crown involvement in this part of our journey and move into a position of holding our destiny in our own hands.

**TĀTAU TĀTAU O TE WAIROA:
HE IWI MOTUHAKE, HE TĀNGATA
ORANGA AKE**

What are the proposed updates to the Trust Deed?

The key proposed updates requested by the Crown are listed in detail for you on pages 18-41.

The Trustees strongly believe that none of the updates alter the intent of the Trust Deed.

The most significant update is to the definition of the Iwi and Hapū of Te Rohe o Te Wairoa (Claimant Definition) in clause 32.1 of the Trust Deed. This needs to be updated so it aligns with the Claimant Definitions in the Iwi and Hapū of Te Rohe o Te Wairoa Deed of Settlement that you ratified in 2016 and our Claims Settlement Bill.

The definitions need to align so the Crown can be sure it is settling historical claims with the same people who are entitled to benefit from the Settlement Redress held by the Tātau Tātau o Te Wairoa Trust.

The Trustees believe this update does not affect the meaning of our claimant definition or changes those entitled to benefit from the settlement. It is simply an update to the wording in the Trust Deed to align with the wording in the Deed of Settlement.



How to vote

The voting period is open from 9am, Monday 9 July until 12pm, Tuesday 31 July 2018. You will be able to vote and ask questions at the Special General Meeting held at Wairoa College Hall between 5-7pm on Friday 27 July 2018. The Trust encourages you to come to the Special General Meeting if you can, or vote by post or online if you cannot make it.

The Independent Returning Officer, electionz.com, is running this voting process. All adult registered members of Iwi and Hapū of Te Rohe Te Wairoa are eligible to vote.

We are asking you to vote 'YES' to the Special Resolution to accept all the proposed updates to the Trust Deed.

If the Trust does not get enough support it could put our entire settlement at risk. The Trust strongly encourages you to vote yes, and to ask your whānau to do the same.

Our settlement is so close to completion! We want to get on and see some progress for our whānau, hapū and iwi.

You can vote in any of the following ways:



POST



ONLINE



BALLOT BOX AT THE
SPECIAL GENERAL MEETING

For voting enquiries, including requests for replacement voter packs, please contact the election helpline on 0800 666 946 (NZ residents) or 00 64 3 377 3530 (overseas residents) or email iro@electionz.com.

What next?

Please read this Information Booklet and if you have any pātai (questions) please kōrero with your Kāhui representatives and/or Initial Trustees, or just email the Trust at register@ttotw.iwi.nz.

We want to ensure you have full visibility of all the proposed updates. A full copy of the updated Trust Deed can be downloaded via the Trust's website. You can also pick up a copy at the Trust's offices (34 Marine Parade West, Wairoa) or email the Trust at register@ttotw.iwi.nz to request for a copy to be posted out to you.

At the Special General Meeting on 27 July 2018 the Trustees will present the updates and answer any questions you might have. If the Trust achieves the required support, the Trust will make the update to the Trust Deed.

Once the updates are confirmed and the Crown is informed, the Trust will request without further delay to progress to the final reading of the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill.

The Trust will keep you informed of progress. Keep an eye on your emails, as well as the Trust's website and Facebook page for updates.

Thank you for your support whānau. Your input is crucial to the future success of our people.

**"TĀTAU TĀTAU MEANS TOGETHER, LET'S NOT
LOSE SIGHT OF THE THINGS GIVEN TO US."**

Tātau Tātau Iwi Member

KEY UPDATES

Proposed key updates to
Tātau Tātau o Te Wairoa Trust Deed

Listed below are the key updates to the current Trust Deed that have been requested by the Crown and that we need approval for before progressing to the 3rd Reading of our Settlement Bill. We have outlined below the detail on what is currently contained in the signed version of the Trust Deed and alongside each are the required updates. These updates either require alteration to existing wording in clauses,

removal of certain clauses, and/or the insertion of additional clauses or definitions.

We want to ensure you have full visibility of all the proposed updates. A full copy of the updated Trust Deed can be downloaded via the Trust’s website:
www.ttotw.iwi.nz

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
D	[Not in signed Trust Deed]	This is a revised Deed of the original Trust Deed dated 26 November 2016.
1.7	<p>Restriction on exercise of Trustee powers Notwithstanding <i>clause 1.6</i>:</p> <p>(a) the Trustees or any entity which is a Tātau Tātau o Te Wairoa Group Entity must not enter into a Major Transaction unless that Major Transaction is approved by way of Special Resolution in accordance with the Fourth Schedule or is contingent upon approval by way of Special Resolution in accordance with the Fourth Schedule.</p> <p>(b) Trustees may only exercise their powers during the Initial Period in accordance with clause 2.</p> <p>(c) [Not in signed Trust Deed]</p>	<p>Restriction on exercise of Trustee powers Notwithstanding clause 1.6:</p> <p>(a) the Trustees must not enter into a Major Transaction; and</p> <p>(b) the Trustees must ensure that any Subsidiaries are established on terms which provide that such Subsidiaries must not enter into a Major Transaction; unless that Major Transaction is approved by way of Special Resolution in accordance with the Fourth Schedule or is contingent upon approval by way of Special Resolution in accordance with the Fourth Schedule;</p> <p>(c) the Trustees may only exercise their powers during the Initial Period in accordance with clause 2.</p>

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
3.1	<p>Appointment of Initial Trustees</p> <p>The Initial Trustees of the Trust shall be the parties that have signed this Deed as trustees, namely:</p> <p>(a) [List]</p>	<p>List the following Initial Trustees in clause 3.1 where it states “List”:</p> <p>(a) Phillip James Beattie (As a Trustee for Te Wairoa Tapokorau 2)</p> <p>(b) Huia Libya Huata Huata (As a Trustee for Ngā Tokorima a Hinemanuhiri)</p> <p>(c) Carwyn Hamlyn Jones (As a Trustee for Te Wairoa Tapokorau 2)</p> <p>(d) Heta Herbert Kaukau (As a Trustee for Whakakī Nui-a-Rua)</p> <p>(e) Oha Averill Maree Manuel (As a Trustee for Te Wairoa Tapokorau 1)</p> <p>(f) Bubby Maranui McGregor (As a Trustee for Te Wairoa Tapokorau 1)</p> <p>(g) Teawhina Carmencita Morrell (As a Trustee for Ngā Tokorima a Hinemanuhiri)</p> <p>(h) Pieri Rota Munro (As a Trustee for Whakakī Nui-a-Rua)</p> <p>(i) Richard Renata Niania (As a Trustee for The Wairoa-Waikaremoana Māori Trust Board Group)</p> <p>(j) Moana Lyndon Cooper Rongo (As a Trustee for Rongomaiwahine Iwi/Ngāi Te Rākatō)</p> <p>(k) Johnina Tewira Symes (As a Trustee for Ngāti Rākaipaaka)</p> <p>(l) Leon Symes (As a Trustee for Rongomaiwahine Iwi/Ngāi Te Rākatō)</p> <p>(m) Pauline Symes (As a Trustee for Ngāti Rākaipaaka)</p> <p>(n) Apiata Michael Tapine (As a Trustee for The Wairoa-Waikaremoana Māori Trust Board Group)</p>
6.4	<p>Assets held for Tātau Tātau o Te Wairoa</p> <p>All assets held and income derived by any Tātau Tātau o Te Wairoa Group Entity shall be held and derived for and on behalf of the Trust.</p>	<p>Ownership and Control of Subsidiaries</p> <p>The Trustees shall ensure that any Subsidiary is established on terms which require the Subsidiary to manage any of the Trust's Assets it holds solely for the benefit of the Iwi and Hapū of Te Rohe o Te Wairoa. The Trustees shall ensure that they have and retain all the shares in any Subsidiary that is a Company and the sole power to appoint and remove the trustees and directors or any responsible body of any Subsidiary.</p>

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
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7.1	<p>Appointment and removal of Board Members</p> <p>a) The Trustees shall appoint and remove the Board Members of any Subsidiary.</p> <p>(b) The term of a Board Member of any Subsidiary shall not exceed 3 years. A Board Member may stand for re-election.</p> <p>(c) A Trustee may be a Board Member, provided that at no time may Trustees comprise more than 40% of the total number of Board Members of each Subsidiary.</p> <p>(d) If a Trustee is appointed a Board Member of a Subsidiary, they shall not be involved with decisions relating to his or her removal, tenure or rotation in relation to that Subsidiary.</p>	<p>Appointment and removal of Directors and Trustees</p> <p>The Trustees shall ensure that Subsidiaries are established on terms which shall ensure that the directors and trustees or other controlling body of the Subsidiary shall be appointed and removed by the Trustees, and that appointments are for a term not exceeding three (3) years, subject to re-appointment.</p>
7.2	<p>Appointments with regard to skills and expertise</p> <p>A director, a trustee or a controlling body of any Subsidiary shall only be appointed by the Trustees if that person has the particular skills and expertise that are necessary for the appointment having regard to the activities that the Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is necessary on the relevant Subsidiary. In considering whether to appoint any person as a Board Member, the Trustees or a Subsidiary, as the case may be, shall determine the appointments so that the relevant Board collectively possesses proven business experience, skills and expertise that are required of a Board Member of the Subsidiary to which the appointment relates, bearing in mind the activities that the relevant Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Subsidiary.</p>	<p>Trustees as Directors and Trustees of Subsidiaries</p> <p>No more than 40% of the Trustees then in office may be appointed as directors or trustees of any individual Subsidiary. If a Trustee is appointed as a director or trustee of a Subsidiary, they shall not be involved in decisions relating to his or her removal, tenure or rotation in relation to that appointment.</p>

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
8.1	<p>Trustees may apply income and capital: [Not in signed Trust Deed]</p> <p>(a) To achieve the purposes of Tātau Tātau o Te Wairoa and subject to clause 8.1(b) and any other requirements in this Trust Deed, the Trustees may:</p> <ul style="list-style-type: none"> (i) provide for the donation, payment, application or appropriation, or decide to donate, pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of any Beneficial Entity; (ii) use or apply any capital of the Trust's Assets to or for the benefit of any Beneficial Entity without first using or applying the whole or any portion of the income of the Trust's Assets for that year; (iii) set aside reserves against losses and contingencies or accumulations for future use or application by the Trustees; (iv) write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; (v) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets; and <p>(b) The Trustees must endeavour to act fairly in considering the needs and interests of present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa.</p> <p>(c) [Not in signed Trust Deed]</p> <p>[Not in signed Trust Deed]</p>	<p>Trustees may apply income and capital: During the Trust Period, and subject to any other requirements in this Trust Deed, the Trustees may:</p> <ul style="list-style-type: none"> (a) provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of Members of the Iwi and Hapū of Te Rohe o Te Wairoa and Beneficial Entities; (b) use or apply any capital of the Trust's Assets to or for the benefit of Members of the Iwi and Hapū of Te Rohe o Te Wairoa and Beneficial Entities for the Trust's Purpose without first using or applying the whole or any portion of the income of the Trust's Assets for that year; or (c) set aside reserves or accumulations for future use or application by the Trustees, <p>as the Trustees in their sole discretion think fit for or towards the Trust's Purpose.</p>

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
8.2	<p>Accumulation in six months where income not applied</p> <p>Any income from any Income Year that is not paid or applied in accordance with this clause 8 during or within the six (6) months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust's Assets.</p>	<p>Payments out of income:</p> <p>The Trustees may, in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Trustees in their discretion think fit, including:</p> <p>(a) as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or</p> <p>(b) as a reserve to meet fluctuations of income in future years and other contingencies.</p>
8.3	[Not in signed Trust Deed]	<p>Matters to consider in applying income:</p> <p>In making any decision as to the application of the income in any Income Year, the Trustees shall, in exercising their discretion:</p> <p>(a) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital; and endeavour to act fairly in considering the needs and interests of present and future Members of the Iwi and Hapū of Te Rohe o Te Wairoa.</p>
21.3	<p>Trustee may be censured or removed</p> <p>If, having followed the procedure in clause 21.4, the Trust believes that a Trustee has acted in a manner that brings or is likely to bring the Trust or any Subsidiary into disrepute, the Trust may, by a Special Resolution of Trustees, formally censor or remove from office that Trustee.</p>	<p>Trustee may be censured or removed</p> <p>Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any member of the Tātau Tātau o Te Wairoa Group may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office, provided that the procedure set out in clause 21.4 must first be followed.</p>

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
24.3	<p>Amendment to make Trust a charity</p> <p>Notwithstanding any other provision in this Deed to the contrary, this Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a charity, provided that any such amendment:</p> <p>(a) is made in accordance with <i>clause 24.1</i></p> <p>(b) does not change the Trust's Purposes so that the Trust is no longer required to act for the benefit of the present and future members of Tātau Tātau o Te Wairoa; and</p> <p>(c) is not made within three (3) years of the establishment of this Trust.</p>	<p>[This clause has been removed from the Trust Deed.]</p>
27.1	<p>Rule against perpetuity</p> <p>Unless stated otherwise in the Settlement Act, the perpetuity period for Tātau Tātau o Te Wairoa is the period that commences on the date of this Trust Deed and ends eighty years less one day after the date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to Tātau Tātau o Te Wairoa is hereby specified accordingly. However, if the Act allows, Tātau Tātau o Te Wairoa may exist in perpetuity.</p>	<p>Perpetuities and vesting day</p> <p>The Vesting Day for the Trust is the day that is eighty years less one (1) day after the date of this Deed, that date being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly. On the Vesting Day, the Trustees shall hold the remaining capital and income of the Trust's Assets on trust for the Members of the Iwi and Hapū of Te Rohe o Te Wairoa then living as tenants in common in equal shares.</p>
27.2	<p>[Not in signed Trust Deed]</p>	<p>If the Settlement Act provides that the rule against perpetuities, and the other rules of law regulated by the Perpetuities Act 1964, are not to apply to the Trust, clause 27.1 shall be void.</p>

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
31	[Not in signed Trust Deed]	<p>Beneficial entities</p> <p>The Beneficial Entity for each Kāhui shall be as follows:</p> <p>(a) for the Rongomaiwahine Iwi / Ngāi Te Rākatō Kāhui, the Rongomaiwahine Iwi Trust or such other entity approved by Special Resolution;</p> <p>(b) for the Ngāti Rākaipaaka Kāhui, Te Iwi o Rākaipaaka Incorporated or such other entity approved by Special Resolution;</p> <p>(c) for all other Kāhui, such entity approved by Special Resolution.</p>
32.1	<p>“Beneficial Entity” means:</p> <p>(a) an entity that represents some or all of the interests of the Members of Tātau/Tātau o Te Wairoa;</p> <p>(b) for Rongomaiwahine Iwi / Ngai Te Rakato, Rongomaiwahine Iwi Trust;</p> <p>(c) for Ngati Rakaipaaka, Te Iwi o Rakaipaaka Incorporated;</p> <p>(d) any entity that is established to represent the interests of each of the remaining Kāhui, as endorsed by a Special Resolution of Tātau Tātau o Te Wairoa Members who have identified the relevant Kāhui as a primary Kāhui for the purpose of elections.</p>	<p>“Beneficial Entity” means:</p> <p>an entity which represents the interests of a Kāhui as specified or approved in accordance with clause 31.1.</p>
32.1	<p>Definitions and Interpretations</p> <p>No current definition of “Initial Trustees”</p>	<p>“Initial Trustees” means those Trustees listed in clause 3.1(a)-(n).</p>

32.1

"Iwi and Hapū of Te Rohe o Te Wairoa"

means:

(a) the collective group composed of individuals who descend from an Iwi and Hapū of Te Rohe o Te Wairoa Ancestor, and
(b) every whānau, Hapū, or group to the extent that it is composed of individuals referred to in paragraph (a) of this definition, including:

(i) Rongomaiwahine Iwi (including Ngāi Te Rākatō, Ngāti Hikairo, Ngāti Hinewhakāngi, Ngāti Meke, Ngāi Tama, Ngāi Tārewa, and Ngāi Tū); Ngāti Rākaipaaka (including Ngāti Rangī, Ngāi Te Rehu, Ngāi Tamakahu, Ngāi Tureia and Ngāi Te Kauaha/Ngāti Kauaha); Ngāti Hinemanuhiri also known as Ngā Tokorima a Hinemanuhiri (including Ngāi Tamaterangi, Ngāti Mākoro, Ngāti Hingāngā - also known as Te Aitanga a Pourangahua, Ngāi Pupuni and Ngāti Pareroa); Ngāti Poa; Ngāi Tamatea; Ngāti Hinetu; Ngāti Mihi, Whakakī Nui-a-Rua (including Ngāti Hine Te Pairu, Ngāti Hinepua, Ngāi Te Ipu, Ngāi Tahu Matawhāiti - Ngāi Matawhāiti/ Ngāti Tahu, Ngāti Tarita, Ngāti Iwikātea and Ngā hapū o Ngāmotu - Ngāti Kāhu, Te Uri o Te O, Ngā Huka o Tai, Te Aitanga a Puata, Ngāti Mātua and Ngāti Koropi); Ngāti Hinehika (also known as Ngāti Kōhatu); Ngāti Hinemihi, Ngāti Hikatu, Ngāti Puku; Te Uri o Te O; Te Aitanga a Puata/Ngāti Kurupakiaka, Ngāi Tauira, Ngāi Tānemitirangi; Ngāti Rakonga; Ngāti Waiaha; Ngāti Kiato; Ngāti Pomarangai, Ngāi Tiakiwai; Ngāi Te Apatari; Ngāti Matua; Ngāti Ratupuku; Ngāti Poutawa; Ngāti Momokore; Ngāti Manuka; Ngāti Kaihote; Ngāi Tarati; Ngāi Te Hakinga; Ngāti Hinekawa; Ngāti Hake, Ngāti Hine; Kaahu; Ngāi Te Aihurangi; Ngāi Te Rangituanui; Ngāi Te Maaha; Ngāi Te Ikaharaki; Ngāi Taitau; Ngāti Hikakawa; Ngāi Te Huki; Ngāti Keru,

"Iwi and Hapū of Te Rohe o Te Wairoa"

means:

(a) the collective group composed of individuals who descend from one or more of the Iwi and Hapū of Te Rohe o Te Wairoa Ancestors, and
(b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph (a) including the following groups:

- | | |
|---------------------------|---------------------------|
| (1) Hinewhata | (29) Ngāti Hinemanuhiri |
| (2) Iwi Katere | (also known as Ngā |
| (3) Ngā hapū o Ngāmotu | Tokorima a |
| (4) Ngā Huka o Tai | Hinemanuhiri) |
| (5) Ngāi Matawhāiti | (30) Ngāti Hinemihi |
| (6) Ngāi Pupuni | (31) Ngāti Hinepehinga |
| (7) Ngāi Tahu Matawhāiti | (32) Ngāti Hinepua |
| (8) Ngāi Taitau | (33) Ngāti Hinetu |
| (9) Ngāi Takoto | (34) Ngāti Hinewhakāngi |
| (10) Ngāi Tama | (35) Ngāti Hingāngā (also |
| (11) Ngāi Tamakahu | known as Te Aitanga a |
| (12) Ngāi Tamatea | Pourangahua) |
| (13) Ngāi Tamaterangi | (36) Ngāti Iwikātea |
| (14) Ngāi Tānemitirangi | (37) Ngāti Kāhu |
| (15) Ngāi Tārewa | (38) Ngāti Koropi |
| (16) Ngāi Tauira | (39) Ngāti Kurupakiaka |
| (17) Ngāi Te Apatu | (40) Ngāti Mākoro |
| (18) Ngāi Te Ipu | (41) Ngāti Mātangirau |
| (19) Ngāi Te | (42) Ngāti Mātua |
| Kapumātotoru | (43) Ngāti Meke |
| (20) Ngāi Te Kauaha/Ngāti | (44) Ngāti Mihi |
| Kauaha | (45) Ngāti Moewhare |
| (21) Ngāi Te Rangituanui | (46) Ngāti Momokore |
| (22) Ngāi Te Rehu | (47) Ngāti Pareroa |
| (23) Ngāi Tū | (48) Ngāti Peehi |
| (24) Ngāi Tureia | (49) Ngāti Poa |
| (25) Ngāti Hikairo | (50) Ngāti Puku |
| (26) Ngāti Hikatu | (51) Ngāti Rākaipaaka |
| (27) Ngāti Hine Te Pairu | (52) Ngāti Rangī |
| (28) Ngāti Hinehika (also | (53) Ngāti Ruawharo |
| known as Ngāti | (54) Ngāti Tahu |
| Kōhatu) | (55) Ngāti Tarita |

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
	<p>Ngāti Ngahau; Ngāti Wharehaunga, Ngāti Pauwahie; Ngāti Hau; Ngai Tanewhana; Ngāti Hikawhanga, Ngāti Matangirau; Ngāti Koropi; Ngāti Hikakotea; Ngāti Koroheke; Ngāti Mumuhu, Ngai Te Waiporoporo; Ngai Tamaku; Ngatoreto; Ngai Taitane; Ngāti Hinetera; Ngāti Hika; Ngāti Momokore; Ngāti Waiaha; Ngāti Peehi; Ngāti Hinepehinga; Ngāi Te Kapuamātotoru; Ngāi Te Apatu, Ngāti Moewhare; Iwi Katere; Ngai Tamao; Hikatu; Matekino; Ngai Pukupepepi, and (ii) every individual referred to in paragraph (a) of this definition.</p>	<p>(56) Ngāti Tiakiwai (57) Ngāti Waiaha (58) Rongomaiwahine Iwi/ Ngāi Te Rākatō (59) Te Aitangi a Puata (60) Te Uri o Te O (61) Wairoa Tapokorau (62) Whakakī Nui-a-Rua.</p>
<p>Second Schedule 3.1</p>	<p>Election of Trustees The first election of Trustees shall be organised and managed by the Initial Trustees and shall be held as soon as practicable after the date of this Trust Deed and in accordance with the procedures in this Schedule The Initial Trustees shall use all reasonable endeavours to hold the first election of Trustees before the Settlement Date.</p>	<p>Election of Trustees The Adult Registered Members listed in the Tātau Tātau o Te Wairoa Register shall be entitled to elect the Trustees in accordance with the rules for elections as set out in this Schedule.</p>
<p>Second Schedule 3.2</p>	<p>From the date of the first election of Trustees, elections of Trustees must be held every three (3) Income Years and (subject to rule 4.2 of this Schedule must be concluded, except In the case of elections to fill casual vacancies under rules 4.3 and 4.4 of this Schedule, in time for the Trustees elected in each Election Year to take office immediately following the Annual General Meeting of Tātau Tātau o Te Wairoa held in that year.</p>	<p>Elections to be by Kāhui There shall be two (2) Trustees elected for each Kāhui, one of which shall be Ahi Kaa, by the Adult Registered Members whose primary Kāhui is the Kāhui of those Trustees.</p>

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
Second Schedule 4.1	Term of office The term of a Trustee shall be three (3) years.	Term of office Subject to rule 4.2 of this Schedule the Trustees from time to time shall hold office for a term of three (3) years.
Second Schedule 4.2	[Not in signed Trust Deed]	First Election of Trustees The first election of Trustees shall be organised and managed by the Initial Trustees who shall retire from office with elections having been held for their respective positions as Trustee as soon as practicable after the date of this Deed and in any case no later than the date of the annual general meeting of the Trust in the first Income Year following Settlement Date. All reasonable endeavours shall be made to hold the first election of Trustees before the Settlement Date.
Second Schedule 4.3	[Not in signed Trust Deed]	Term following retirement of Initial Trustees Subject to rule 4.4, following the retirement of the initial Trustees in accordance with rule 4.2 of this Schedule, each Trustee shall hold office until the conclusion of the annual general meeting of the Trust in the third Income Year following his or her appointment. The elections for Trustees in any given Income Year must, except in the case of elections to fill vacancies under rules 4.6, 4.7 and 4.8 of this Schedule or to the extent that any review under rule 12 of this Schedule has been sought in respect of an election, be concluded by the time of the annual general meeting of the Trust in that Income Year.

CLAUSE	CURRENT CLAUSE IN THE SIGNED TRUST DEED	PROPOSED UPDATE - AS REQUESTED BY THE CROWN
Second Schedule 4.4	[Not in signed Trust Deed]	<p>Continuation of office where review or no replacement elected</p> <p>If because of a review of the election of a Trustee's replacement under rule 12 of this Schedule the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.</p>
Second Schedule 4.5	[Not in signed Trust Deed]	<p>Eligibility of retiring Trustees</p> <p>Retiring Trustees shall be eligible for re-election.</p>
Second Schedule 4.6	[Not in signed Trust Deed]	<p>Vacancy where no person elected as replacement</p> <p>Should there be no person elected to replace a Trustee following that Trustee's retirement then that vacancy shall be filled by the holding of a further election in accordance with this Schedule.</p>
Second Schedule 5.6 (d)	[Not in signed Trust Deed]	<p>Consent of nominee</p> <p>in the case of an Ahi Kaa nominee, confirmation that they reside within the Iwi and Hapū of Te Rohe o Te Wairoa Area of Interest and include with their nomination form an endorsement from an Adult Registered Member affiliated with the same Kāhui as to their being active within, and having knowledge of the tikanga and kawa, of the marae, hapū and iwi associated with their primary Kāhui.</p>



TO REGISTER OR FOR MORE INFORMATION
GO TO THE TRUST'S WEBSITE

www.ttotw.iwi.nz

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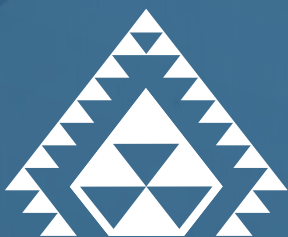
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