

APPENDIX "B"

For adoption by the NGATI KURI TRUST

RULES:

1. FUNDS AND PROPERTIES

- 1.1 The funds and property vested in the Board shall be administered by the Board members in accordance with these Rules.
- 1.2 All moneys received shall be paid to the credit of the Trust at such trading bank or savings bank as the Board members shall from time to time appoint and cheques on the bank account and other negotiable instruments shall be signed by two Board members or one Board member and the Secretary or the Treasurer. Endorsements of cheques and other negotiable instruments in favour of the Board shall be made by a Board member or by the Secretary or the Treasurer or such other person as may be appointed by the Board members.
- 1.3 Where it shall be made to appear to the Board members that any legacy, endowments, contributions or gift has been made in spite of or in ignorance or without full appreciation of the claim whether legal or moral of any person upon the duty or bounty of the testator or donor the Board members notwithstanding that the Board may have expressed its acceptance of such legacy, endowment, contribution or gift either wholly or in part may make such payment or gift of or out of the property comprised therein towards the satisfaction or relief of such claim as the Board members may in their absolute discretion think fit.
- 1.4 The Secretary or Treasurer shall have power to receive and give receipt for all legacies, donations, subscriptions or other moneys bequeathed, made, given or lent to the Board members and every such receipt shall be an effective discharge for the money or other property therein stated to have been received.
- 1.5 No part of the income or property of the Board shall be paid or transferred directly or indirectly by way of profit to any Board member PROVIDED THAT nothing herein contained shall preclude any payment to a Board member for services rendered or for goods supplied or by way of interest on moneys borrowed from or by way of rent for premises let or leased to the Board by any Board members PROVIDED also that the Board members receiving such benefit will not participate in deliberations or proceedings by which it is to be determined and such payments for services rendered shall be reasonable and interest and rents paid shall not exceed the current commercial rates PROVIDED also that this clause does not limit or affect payments made under clause 7.17.
- 1.6 Nothing expressed or implied in this Deed shall permit the activities of the Trust to be carried on for the private pecuniary benefit of any individual.

- 1.7 These Rules have been amended and ratified to enable the Trust to act for the benefit of all Members of Ngati Kuri as the Mandated Iwi Organisation for Ngati Kuri for the purposes of the Maori Fisheries Act 2004 and to act as the Iwi Aquaculture Organisation for Ngati Kuri for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004.

2. CONSTITUTION OF THE BOARD

- 2.1 The Board shall consist of up to eleven members elected by the Adult Members of Ngati Kuri in accordance with Schedule 1 the results of which shall be announced at the annual general meeting, or (if necessary) a special general meeting.
- 2.2 Board members will be elected for a three year term and on a rotation basis as set out in Schedule 1.

3. IWI REGISTER

- 3.1 The Board shall maintain in a current state a register of Members of the Ngati Kuri Trust and process any application to become a Member of the Ngati Kuri Trust in accordance with Schedule 3 of this Deed.
- 3.2 The Board may treat any Member of Kuri as a Member of the Ngati Kuri Trust where:
- (a) the details held by the Board fulfil the requirements of Kaupapa 5 of the Maori Fisheries Act 2004; and
 - (b) the details fulfil the requirements of Kaupapa 5 except where the requirement for private notice of Kaupapa 5 was not met at the time of application clause 22 of Schedule 3 will apply; and
 - (c) the particulars were acquired by the Board as a result of an application made by:
 - (i) Adult Members of Ngati Kuri on their own behalf or by their legal guardian at the time of the application; and
 - (ii) other Members of Ngati Kuri who were not Adult Members of Ngati Kuri at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and
 - (iii) other Members of Ngati Kuri by an Adult Member of Ngati Kuri on their behalf who, in the opinion of the Membership Validation Committee, stood in the stead of a parent of that person at the time of the application.

- 3.3 Rights of membership of the iwi of Ngati Kuri is conferred by virtue of an individual's whakapapa. Members of Ngati Kuri therefore are those who whakapapa to primary ancestors of Ngati Kuri and those who are otherwise recognised as members of Ngati Kuri through being whangai in accordance with the policy referred to in clause 21 of Schedule 3 and clause 3.4 of this Deed.
- 3.4 Adopted or whangai persons whose adoptive parent or parents are Ngati Kuri may apply for registration on the Ngati Kuri Register and will have all the rights, privileges and responsibilities afforded Members of Ngati Kuri provided:
- (a) the parent or parents recognize the whangai as Ngati Kuri, where the parents of a whangai have deceased without providing such recognition the whangai may apply for recognition and the application will be considered by the Kaunihera Kaumatua; and
 - (b) the whangai wishes to be recognized as Ngati Kuri; and
 - (c) the application for registration is approved by the Membership Validation Committee and recorded on the Ngati Kuri Register.
- 3.5 The descendants of a whangai where the whangai has not been recorded on the Ngati Kuri Register may apply for recognition and inclusion on the Iwi Register. This application will be considered by the Kaunihera Kaumatua. Matters to be taken into consideration will include the relevant facts and merits of the application taking account of Ngati Kuri tikanga and the relationship that the whangai and the whangai's descendants have had or will have with Ngati Kuri.

4. PROCEEDINGS FOR GENERAL MEETINGS

- 4.1 The Board shall have the power to call General Meetings of the Ngati Kuri Trust and must hold one meeting annually which shall be the annual general meeting of the Ngati Kuri Trust. The Board must notify Adult Members of Ngati Kuri of every General Meeting by Public Notice that must include:
- (a) the date and time of the meeting and its venue; and
 - (b) the agenda for the meeting; and
 - (c) where any relevant explanatory documents may be viewed or obtained; and
 - (d) where applicable any other matter required by the Maori Fisheries Act 2004 and/or the Maori Commercial Aquaculture Claims Settlement Act 2004.
- 4.2 The annual general meeting shall:

- (a) consider the Annual Report (which must be made available to Adult Members of Ngati Kuri at least 20 working days prior to the meeting); and
- (b) consider the Annual Plan for the coming year; and
- (c) approve the audited income and expenditure account and balance sheet; and
- (d) appoint an auditor; and
- (e) present all information required to be considered under Kaupapa 7 of Schedule 7 of the Maori Fisheries Act 2004; and
- (f) consider any resolution (other than a Special Resolution), notice of which shall have been given in writing to the secretary at least 30 Business Days before the date of the meeting; and
- (g) announce the results of the election of Board members (following which the Chair may allow each candidate, successful or unsuccessful, to address the General Meeting).

4.3 Notice in writing of the annual general meeting of the Board members specifying the object or objects of such meeting shall be posted by the secretary to the Board members at least 25 Business Days prior to the date fixed for the holding of any General Meeting PROVIDED THAT by agreement of Board members notice may be given orally.

4.4 Any resolutions at a General Meeting (except for Special Resolutions) require 50% or more Adult Registered Members of the Ngati Kuri Trust voting in favour of the resolution in order for it to be validly passed.

5. ACCOUNTABILITY TO MEMBERS OF NGATI KURI

5.1 The Board is accountable for its performance to all the Members of Ngati Kuri including members not living within its territory, and has reporting responsibilities in relation to:

- (a) its own performance; and
- (b) the performance of:
 - (i) its Asset Holding Company; and
 - (ii) any joint venture or other entity that conducts business using the settlement assets of the Board.

5.2 At an annual general meeting the Board must provide an opportunity for the Adult Members of Ngati Kuri to consider:

- (a) the Annual Report for the previous financial year, made available not less than 20 working days before the meeting, that reports against the objectives set out in the Annual Plan for the previous year, including:
 - (i) information on the steps taken by the Board to increase the number of Members of Ngati Kuri on the Ngati Kuri Register; and
 - (ii) a comparison of its performance against the objectives set out in the Annual Plan, including changes in the Trust Fund value; and dividend performance or profit distribution; and
 - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for settlement cash assets; and
 - (iv) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:
 - (aa) the quantity of Settlement Quota held by any asset-holding company of the Board in that year; and
 - (bb) the value of Settlement Quota sold or exchanged; and
 - (cc) the identity of the purchaser or other party to the exchange; and
 - (dd) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the quota; and
 - (ee) the Settlement Quota interests that have been registered against the quota shares of the Board; and
 - (ff) the value of Income Shares sold, exchanged, or acquired; and
 - (v) a report on the interactions of the Board in fisheries matters:
 - (aa) with other entities within the iwi; and
 - (bb) with other Mandated Iwi Organisations; and
 - (cc) with Te Ohu Kai Moana Trustee Limited; and
 - (vi) any changes made to the Rules of the Ngati Kuri Trust or those of its Asset Holding Company or any subsidiaries of the Asset Holding Company.
- (b) an Annual Plan for the next financial year, that must include:
 - (i) the objectives of the Annual Plan; and
 - (ii) the policy of the Board in respect of sales and exchanges of Settlement Quota; and
 - (iii) any changes in that policy from the policy for the previous year; and

- (iv) any proposal to change the constitutional documents of any fishing company owned by the Board.
- (c) in relation to every Asset Holding Company of the Board or any subsidiary of an Asset Holding Company that receives Settlement Quota, Income Shares or other settlement assets:
 - (i) an Annual Report on:
 - (aa) the performance of the Asset Holding Company or any of its subsidiaries; and
 - (bb) the investment of money of that Asset Holding Company or any of its subsidiaries; and
 - (cc) the process to examine and approve Annual Plans that set out:
 - (i) the key strategies for the use and development of Settlement Quota and iwi fisheries assets;
 - (ii) the expected financial return on the Settlement Quota, Income Shares and other assets;
 - (iii) any programme to manage the sale of annual catch entitlements derived from the Settlement Quota held by the Asset Holding Company or their subsidiaries or to reorganise the Settlement Quota held by the Asset Holding Company or their subsidiaries such as by buying and selling Settlement Quota.
 - (ii) any proposal to change the constitution of the Asset Holding Company or any of its subsidiaries.

5.3 Information referred to in this section must be made available in writing on request by any Adult Member of Ngati Kuri.

6. POWER OF BOARD MEMBERS

6.1 The Board members shall be responsible for the management of all the affairs of the Board and may exercise all the powers and authorities conferred by this Deed or by law.

6.2 The Board shall be responsible to maintain the Ngati Kuri Register. The Board will be responsible to make ongoing efforts to register as Members of Ngati Kuri all persons who affiliate to Ngati Kuri.

6.3 In exercising its powers the Board will at all times act in accordance with its obligations as the Mandated Iwi Organisation and Iwi Aquaculture Organisation for Ngati Kuri and will comply with all relevant statutes, rules and regulations.

6.4 No legal proceedings will be commenced in the name of the Board without a resolution of the Board authorising the issue of those proceedings.

7. PROCEEDINGS OF BOARD MEMBERS

- 7.1 Subject to the subsequent provisions of this section the Board members shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 7.2 Questions arising at any meeting shall be decided by a two-thirds majority of votes. The Chairperson shall not have a second or casting vote. The Chairperson or any two Board members may at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Board member for the time being absent from New Zealand.
- 7.3 The quorum necessary for the transaction of the business of the Board shall be six.
- 7.4 The continuing Board members may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed as the necessary quorum of members the continuing member or members may act for the purpose of increasing the number of members to that number in accordance with Schedule 1 but for no other purpose whatsoever. If there are no Board members available to call a special general meeting for that purpose then the Kaunihera Kaumatua may call such a special general meeting following the process set out in Schedule 1.
- 7.5 The Board members shall elect a Chairperson of their meetings and may also elect a Deputy Chairperson and determine the period for which those persons are to hold office. In the absence of the Chairperson the Deputy Chairperson shall have all the powers and perform all the duties of the Chairperson. In the absence of both the Chairperson and the Deputy Chairperson the Board members present may choose one of their number to be Chairperson of the meeting.
- 7.6 The Board members may at any meeting appoint two or more members of the Board to be a committee for making any enquiry or for superintending or transacting any business but every act and proceeding of a committee shall be submitted to a meeting of the Board for approval. Any committee of Board members may co-opt for the purpose of consultation and advice persons who are not members of the Board and may terminate such co-optation. A person co-opted under this clause shall not have any voting rights or have any of the other rights of a Board member and shall not hold themselves out to be a Board member.
- 7.7 A committee may elect a Chairperson of its meeting and if no such Chairperson is elected or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting the committee members present may choose one of their number to be Chairperson of the meeting.

- 7.8 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a two-thirds majority of votes of the committee members present. The Chairperson shall not have a second or casting vote.
- 7.9 A resolution in writing signed by all the Board members for the time being entitled to receive a notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Board members. Any such document sent by a Board member or such other electronic means as is determined by the Board from time to time shall be deemed to have been signed by that Board member.
- 7.10 The financial year of the Board shall end on the 30th of September in each year.
- 7.11 A meeting of the Board may be called at any time by direction of the Chairperson or of two Board members and shall be called within 14 days after receipt by the Secretary of a requisition signed in that behalf.
- 7.12 Notice in writing of all meetings of the Board specifying the object or objects of such meeting shall be posted by the Secretary to the Board members at least seven days prior to the date fixed for the holding of any meeting, PROVIDED THAT by agreement of Board members notice may be given orally.
- 7.13 All proceedings of the Board shall be recorded in the form of minutes entered in a proper Minute Book and shall be signed by the Chairperson of the meeting at which the minutes are confirmed.
- 7.14 The contemporaneous linking together of the Board members by telephone or other electronic means of communication shall constitute a meeting of the Board provided the following conditions are met:
- (a) each Board member shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (b) each of the Board members taking part in the meeting must be able to hear each of the other Board members taking part during the whole of the meeting;
 - (c) at the commencement and conclusion of the meeting the Chairperson must call upon each Board member to acknowledge his or her attendance;
 - (d) a Board member may not withdraw from such a meeting unless that Board member has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (e) a Board member shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Board member has previously obtained the express consent of the Chairperson to withdraw from such a meeting.

- 7.15 Any Board member who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Board member 's interest to the other Board members, and shall not take part in any deliberations or decision of the Board concerning any matter in which that Board member is or may be interested, however any such interested Board member may be counted for the purpose of forming a quorum for any such deliberation or decision.
- 7.16 For the purposes of clause 7.15 a Board member will be regarded as interested in a matter if the Board member:
- (a) is a party to, or will derive a material financial benefit from that matter;
 - (b) has a material financial interest in another party to the matter;
 - (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust
 - (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
 - (e) is otherwise directly or indirectly interested in the matter.
- 7.17 No private pecuniary profit may be made by any person from the Trust, except that:
- (a) any Board member may receive full reimbursement for all expenses properly incurred by that Board member in connection with the affairs of the Trust;
 - (b) the Trust may pay reasonable remuneration to any Board member, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as a Board member);
 - (c) any Board member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Board member or by any entity of which that Board member is a partner, member, employee or associate in connection with the affairs of the Trust;
 - (d) any Board member may retain any remuneration properly payable to that Board member by any entity with which the Trust may be in any way concerned or involved for which that Board member has acted in any capacity whatever, notwithstanding that the Board member's connection with that entity is in any way attributable to that Board member's connection with the Trust,

8. MAORI FISHERIES ACT 2004

8.1 The Board must ensure that it has at least one Asset Holding Company that is wholly owned by the Board and performs the functions and complies with the requirements set out in sections 16 and 17 of the Maori Fisheries Act 2004.

8.2 If the Board wishes to establish its own fishing operation, utilising annual catch entitlement from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise which is separate from, but responsible to, the Board to undertake those operations, which must not be the Asset Holding Company or a subsidiary that receives the Settlement Quota.

8.3 The constitution of every Asset Holding Company or Fishing Enterprise or a subsidiary of any of them must require that company, Fishing Enterprise or subsidiary to:

- (a) present an Annual Plan and statement of corporate intent to the Board; and
- (b) report annually to the Board; and
- (c) have its accounts audited; and

may provide for the Board to appoint up to two Board members as Directors of that Asset Holding Company or Fishing Enterprise or subsidiary, as the case may be, provided however that at no time may the Board members comprise more than 40% of the total number of Directors of that Company or Fishing Enterprise or subsidiary.

8.4 The constitution of the Asset Holding Company may only be amended by way of Special Resolution in accordance with Schedule 2 and only if such amendment:

- (a) insofar as it deals with a matter under the Maori Fisheries Act 2004, such amendment is not inconsistent with the Maori Fisheries Act 2004; and
- (b) occurs two years or more after the Ngati Kuri Trust Board is recognised as the Mandated Iwi Organisation for Ngati Kuri by Te Ohu Kai Moana Trustee Limited.

8.5 The Trust must exercise strategic governance over:

- (a) its Asset Holding Company and any Fishing Enterprise; and
- (b) the process to examine and approve Annual Plans that set out:
 - (i) the key strategies for the use and development of fisheries assets of Ngati Kuri;
 - (ii) the expected financial return on those assets;

- (iii) any programme to:
 - (aa) manage the sale of annual catch entitlements derived from the Settlement Quota held by the Asset Holding Company; and
 - (bb) reorganise the Settlement Quota held by the Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the Maori Fisheries Act 2004,

but not in such a manner as shall result in the Board or any of the Board members being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this clause or any other provision of this Deed prevent the Board or any subsidiary from entering into such arrangements with another company or trust as the Board members shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in Appendix A of this Deed.

8.6 Any sale or transfer of Settlement Quota or Income Shares or a request to Te Ohu Kai Moana Trustee Limited to treat quota as Settlement Quota or a request for rationalisation of Settlement Quota may only take place following a Special Resolution undertaken in accordance with Schedule 2 as required by sections 70, 159 or 162 of the Maori Fisheries Act 2004.

8.7 If the Board wishes to undertake commercial aquaculture activities (as that term is used in the Maori Commercial Aquaculture Claims Settlement Act 2004), it must establish an enterprise which is separate from, but responsible to, the Board to undertake those activities, which may be the Asset Holding Company that receives the Settlement Quota and Income Shares.

9. SECRETARY AND TREASURER

A Secretary and a Treasurer may be appointed by the Board members for such terms at such remuneration and upon such conditions as they think fit and any Secretary and Treasurer so appointed may be removed by them.

10. THE SEAL

The Board members shall have the safe custody of the Common Seal and the Board members may from time to time by resolution change, alter or adopt any new such seal as they may deem proper. The Common Seal shall not be affixed to any document except by the authority of the Board previously given and shall be so affixed in the presence of two Board members who shall affix their signatures to every document so sealed.

11. INDEMNITY

- 11.1 Board members, Secretary, Treasurer, and other officers if any shall not be liable for:
- (a) any losses not arising from his/her own willful default; or
 - (b) the acts or defaults of any other Board member, Secretary, Treasurer or other officer; or
 - (c) the neglect or default of any agent or any other person employed in good faith by the Board.
- 11.2 Notwithstanding anything herein contained, no Board member shall be liable for any breach of trust in respect of any duty to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others, or that a prudent person engaged in a profession, employment or business that is or includes acting as a trustee or investing money on behalf of others, would exercise in managing the affairs of others, (as the case may be) simply because the investments of the Board are not diversified.
- 11.3 Except in the case of dishonesty the Board members, Secretary, Treasurer, and other officers if any shall be indemnified by the Board against all liabilities incurred by them in the execution of their duties hereunder and shall have a lien on the assets of the Trust for such indemnity. The costs, charges and expenses incurred by any Board member, Secretary, Treasurer or other offices in and incidental to the administration or winding up of the Board or otherwise in relation thereto shall be paid out of the assets of the Trust.

12. AUDITOR

The accounts of the Board shall be audited by a Chartered Accountant who shall not be a member of the Board and who shall be appointed annually by a two-thirds majority of the Board.

13. ALTERATION AND ADDITIONS TO THE RULES

- 13.1 Any Adult Member of Ngati Kuri may put forward a written proposal to the Board to amend these Rules.
- 13.2 These Rules may be altered or added to subject to the following conditions:
- (a) any proposal to amend these rules must first be approved by the Board for consideration at a General Meeting however the Board cannot approve a rendition, alteration, amendment or addition to these Rules if it shall be in conflict with any of the provisions of the objects or powers of the Trust or the Charitable Trusts Act 1957 or the Maori Fisheries Act

2004 or the Maori Commercial Aquaculture Claims Settlement Act 2004 or any of the mandatory provisions of the Charities Act 2005;

- (b) at the General Meeting the Adult Members of the Ngati Kuri Trust must resolve that the proposal to amend the Deed is for the collective benefit of all the Members of Ngati Kuri;
- (c) at the General Meeting any amendment to the proposal for consideration may be made provided it has been approved by the Board under clause 13.2 (a);
- (d) the proposal to amend the Deed, including the proposed amendment, alteration or addition, must be approved as a Special Resolution in accordance with Schedule 2;
- (e) insofar as the amendment relates to a matter under the Maori Fisheries Act 2004 or the Maori Commercial Aquaculture Claims Settlement Act such amendment must not be made earlier than two years after the date on which the Trust is recognized by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngati Kuri.

14. ACCOUNTS

The Board shall cause proper books of account to be kept in which shall be kept full, true and complete accounts of the affairs and transactions of the Board. The books of account shall be kept at the Board's office or at such other place or places as the Board think fit and shall always be open to the inspection of any Board member.

15. WINDING UP

Upon approval by way of Special Resolution to the winding up of the Ngati Kuri Trust any property whatsoever remaining after the satisfaction of all debts and liabilities shall be transferred to such Ngati Kuri tribal authority as is determined by a General Meeting of the Adult Members of Ngati Kuri and in accordance with the requirements of the Charitable Trusts Act 1957. Any Settlement Quota or Income Shares may only be resettled in accordance with the requirements of the Maori Fisheries Act 2004.

16. KAUNIHERA KAUMATUA

- 16.1 The Board will establish a Kaunihera Kaumatua (Council of Elders) which will consist of such Ngāti Kuri kaumātua and kuia as the Board approves following election from and by a Ngati Kuri taumata based on the election processes of the Board. The purpose of the Kaunihera Kaumatua will be to participate on matters

of Ngati Kuri tikanga, oversee and support the activities of the Board and to mediate the process of disputes.

- 16.2 The Board may refer matters to the Kaunihera Kaumatua where it wishes to have the benefit of the Kaunihera's wisdom and experience and ask for a recommendation particularly on matters of tikanga and the Board will take into account the Kaunihera's recommendation.

17. RESOLUTION OF DISPUTES

- 17.1 If a dispute arises as to whether an applicant is entitled to be recognised as a Member of Ngati Kuri or as to which Electorate a Member of Ngati Kuri is entitled to be enrolled this dispute will be referred to the Kaunihera Kaumatua for a decision. Such decision by the Kaunihera Kaumatua will be final and binding unless it comes within the terms of Part 5 of the Maori Fisheries Act 2004.

- 17.2 If a dispute on any other matter concerning the interpretation or implementation of these rules arises between the Members of the Ngati Kuri Trust and if the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith:

- (a) endeavour to agree on a process for resolving the dispute, including (but not limited to) all or any of the following:
 - (i) further negotiations:
 - (ii) mediation:
 - (iii) determination of the dispute by the Kaunihera Kaumatua or an independent expert; and
- (b) before proceeding to take any other action engage in the process agreed under paragraph (a).

- 17.3 Notwithstanding clauses 17.1 and 17.2 if the dispute involves matters within the terms of the Maori Fisheries Act 2004 the dispute will be determined in accordance with Part 5 of the Maori Fisheries Act 2004.

18. DEFINITIONS & INTERPRETATION

- 18.1 In this Deed, unless the context otherwise requires the expressions listed have the meanings set out below:

“Adult Members of Ngati Kuri” means Members of Ngati Kuri aged 18 years or older.

“Adult Registered Member” means a Member of the Ngati Kuri Trust who is aged 18 years or older.

“Annual Plan” means the plan discussed at the annual general meeting in accordance with clause 5.2(b) of Appendix “B” of this Deed.

“Annual Report” means the report discussed at the annual general meeting in accordance with clause 5.2(a) of Appendix “B” of this Deed.

“Asset Holding Company” means a company established by the Board which meets the requirements for an asset holding company defined in the Maori Fisheries Act 2004 and includes any subsidiary of the Asset Holding Company.

“Business Day” means any day in which registered banks are open for business in Kaitia.

“Board” means the Board of Trustees of the Ngati Kuri Trust.

“Board member” or “Trustee” means a member of the Board of Trustees elected in accordance with the provisions of this Deed.

“Charitable Purpose” means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined in section OB1 of the Income Tax Act 2004.

“Chief Returning Officer” means the person appointed to run the Board member election process in accordance with Schedule 1 of this Deed.

“Deed” means this trust deed as amended from time to time.

“Electorate” means one of the Ngati Kuri Rohe Electorate, the Muriwhenua Electorate or the General Electorate.

“Electoral Review Officer” means the person appointed to undertake the task of reviewing an electoral process appointed in accordance with clause 41 of Schedule 1 of this Deed.

“Fishing Enterprise” means a fishing operation established by Ngati Kuri Trust Board to utilise annual catch entitlement from its Settlement Quota.

“General Electorate” means that electorate including areas other than the Ngati Kuri Rohe Electorate and the Muriwhenua Electorate”.

“General Meeting” means a general meeting of Members of Ngati Kuri called by the Board and includes the annual general meeting and special general meeting.

“Income Shares” means an Income Share within the meaning of the Maori Fisheries Act 2004 that is allocated and transferred to the Asset Holding Company on behalf of Ngati Kuri by Te Ohu Kai Moana Trustee Limited.

“Iwi Aquaculture Organisation” means the entity which is recognised by Te Ohu Kai Moana Trustee Limited as the mandated iwi aquaculture organisation under the Maori Commercial Aquaculture Claims Settlements Act 2004.

“Kaunihera Kaumatua” means the Kaunihera of kaumatua and kuia approved and established by the Board under clause 16.1 of Appendix “B” of this Deed.

“Mandated Iwi Organisation” means the entity which is recognised by Te Ohu Kai Moana Trustee Limited as a mandated iwi organisation under the Maori Fisheries Act 2004.

“Members of Ngati Kuri” means those persons referred to in clause 3.2 of Appendix “B” of this Deed.

“Member of the Ngati Kuri Trust” means a Member of Ngati Kuri whose application for membership has been approved by the Membership Validation Committee and whose details have been recorded on the Ngati Kuri Register or who is a member pursuant to clause 3.2 of Appendix “B” of this Deed.

“Membership Validation Committee” means the committee set up to deal with registration issues under clause 10 of Schedule 3.

“Muriwhenua” means that area defined by the Muriwhenua Runanga in their application to the Waitangi Tribunal in 1985.

“Muriwhenua Electorate” means the area south of the Ngati Kuri Rohe Electorate to the southern boundary of Muriwhenua, to the land north of a line from the northern shore of the Whangapae Harbour on the West Coast directly east to the Maunga-Taniwha ranges and thence across to the southern shore of the Mangonui harbour on the East Coast.

“Ngati Kuri” means those people who descend from the primary ancestors of Ngati Kuri.

“Ngati Kuri Register” means the register of Members of the Ngati Kuri Trust maintained in accordance with Schedule 3.

“Ngati Kuri Rohe Electorate” means the entire peninsular north of the Ngati Kuri southern boundary of Hukatere on the West Coast across to the southern most tip of Maunga Tohoraha (Mt Camel) on the East Coast.

“Ngati Kuri Group” means the Board and any wholly-owned subsidiary companies (including the Asset Holding Company) or any other trust or entity controlled by the Board.

“Ngati Kuri tribal boundaries” includes the far North part of Muriwhenua and the general area of the Muriwhenua region.

“Ngati Kuri Trust” means the Ngatikuri Trust Board Incorporated.

“Nomination Form” means the Board approved nomination form to be completed by persons wishing to stand for election as Board members referred to in Schedule 1.

“Private Notice” means a notice that is sent by any means that is private to the Adult Registered Member or the Adult Member and, while the Ngati Kuri Trust is the Mandated Iwi Organisation for Ngati Kuri, complies with Kaupapa 4 of Schedule 7 to the Māori Fisheries Act 2004.

“Public Notice” means a notice which complies with clause 4.1 (a) to (d) of Appendix “B” and which is placed in a prominent advertisement on at least 2 separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Board considers that a significant number of Members of Ngati Kuri reside.

"Rule" means a provision of this Appendix B.

“Settlement Quota” means the quota shares within the meaning of the Maori Fisheries Act 2004 that are allocated and transferred to an Asset Holding Company on behalf of Ngati Kuri by Te Ohu Kai Moana Trustee Limited.

“Special Resolution” means a special resolution to which Schedule 2 applies.

“Trust Fund” means means all the assets and liabilities including income that are from time to time held by the Board on the trusts in this Deed.

18.2 Construction: In the construction of this Deed, unless the context requires otherwise:

- (a) Clauses and Schedules: a reference to a clause or a Schedule is to a clause or Schedule of this Deed, and a reference in a Schedule to a clause is a reference to a clause in that Schedule;
- (b) Defined terms: words or phrases appearing in this Deed with capitalised initial letters are defined terms and have the meanings given to them in this Deed;
- (c) Headings: headings appear as a matter of convenience and do not affect the construction of this Deed;
- (d) Negative obligations: a reference to a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done;
- (e) Related terms: where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

- (f) Schedules: the Schedules form part of this Deed;
- (g) Singular and plural: the singular includes the plural and vice versa;
- (h) Statutes and regulations: a reference to a statute or any regulations is a reference to that statute or those regulations as amended, or to any statute or regulations substituted for that statute or those regulations.

18.3 Inconsistency: In the construction of this Deed in relation to the Schedules, in the event of any inconsistency between clauses 1 to 17.3 of this Deed and the Schedules, clauses 1 to 17.3 of this Deed prevail over the Schedules.