
**DEED OF AMENDMENT TO THE HINEURU IWI TRUST
DEED**



DEED OF AMENDMENT TO HINEURU IWI TRUST DEED

Dated:

1. Parties

- 1.1. The parties to this Deed are:
- a) Tuhuiiao Kahukiwa (Trustee)
 - b) Karauna Brown (Trustee)
 - c) Renata Bush (Trustee)
 - d) Tirohia Bridger (Trustee)
 - e) Joyce Eparaima (Trustee)
 - f) Toi Tawhai (Trustee); and
 - g) Mei Winitana (Trustee)

Collectively known as the '**Trustees**'

2. Interpretation

- 2.1. All defined terms in this Deed, are as per the Trust Deed, further terms are as follows:

Parties means the parties as set out in clause 1.1.

Trust Deed means the deed establishing the Te Kōpere o Te Iwi o Hineuru dated 17 March 2015.

- 2.2. For the avoidance of doubt, any reference to Te Kōpere o Te Iwi o Hineuru Trust is a reference to Hineuru Iwi Trust in this Deed.

3. Background

- 3.1. Clause 21.2 of the Trust Deed requires any amendment to the Trust Deed to be approved by way of a Special Resolution passed by Adult Members of Hineuru who cast a vote either at a General Meeting, or in accordance with the postal vote provisions as set out in the Trust Deed.
- 3.2. On 7 September 2019, the proposed Special Resolutions for the amendments to the Trust Deed were publicly notified and sent to all Adult Members of Hineuru, with a voting closing date of 4 October 2019.
- 3.3. On 15 October 2019, the Chief Returning Officer certified the results. That certification is annexed at Appendix One to this Deed.

4. Operative Provisions

3.4. The Parties agree that the amendments to the Trust Deed are as follows:

a) An amendment to clause 7.1, so that it reads:

"The Trustees may at any time, after payment or provision for all reasonable costs, charges, and expenses of the Trustees in respect of the establishment and management of the Trust and Trust Entities, pay or apply all or any of the income of the Trust to or for the benefit of such one or more of the Members of Hineuru to the exclusion of others, and if to or for one or more than one, in equal or unequal shares and on such terms and conditions as the Trustees in their absolute discretion may decide. For the avoidance of doubt, the Trust may make a distribution to both individuals and entities. Entities may include wholly owned subsidiaries and charitable entities provided those entities are solely for the benefit of Hineuru Members"

b) An amendment to clause 7.3, so that it reads:

"The Trustees may at any time pay or apply any of the capital of the Trust Fund to or for the benefit of such one or more of the Members of Hineuru to the exclusion of others, and if to or for one or more than one, in equal or unequal shares and on such terms and conditions as the Trustees in their absolute discretion may decide. For the avoidance of doubt, the Trust may make a distribution to both individuals and entities. Entities may include wholly owned subsidiaries and charitable entities provided those entities are solely for the benefit of Hineuru Members"

c) An amendment to clause 3.1 of Schedule 2, so that the clause reads:

"Subject to paragraph 2.1 (First Election) of this Schedule, the Trustees from time to time shall hold office from their date of their appointment by election to the date of any new election"

"To avoid doubt, the date of the election is the day on which the result of a voting process is certified by the Chief Returning Officer in accordance with paragraph 8.3 (Certifying and notifying result) of Schedule 4 (Postal Voting)"

5. Execution

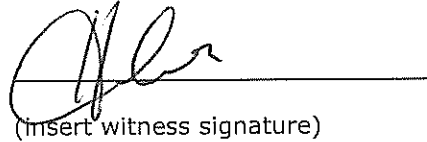
5.1. This Deed may be executed and delivered in any number of counterparts (including by way of electronic transmission), all of which when taken together shall constitute one and the same instrument and, notwithstanding the date of execution of any counterpart, will be deemed to bear the date of this Deed when the last party signs it.

EXECUTION

Signed by Tuhiao Kahukiwa



in the presence of:



(insert witness signature)

Helena Thompson
(insert witness name)

Te Hāroto Marae
(insert location)

Group Admin
(insert occupation)

Signed by Karauna Brown

K.A. Brown

In the presence of:

Helena Thompson

(insert witness signature)

John

(insert witness name)

Te Hāroto marae

(insert location)

Group Admin

(insert occupation)

Signed by Renata Bush

Renata Bush

in the presence of:

John

(insert witness signature)

Helena Thompson

(insert witness name)

Novotel Hotel

(insert location)

Group Admin

(insert occupation)

Signed by Tirohia Bridger

Tirohia Bridges

in the presence of:

[Signature]
(insert witness signature)

Helena Thompson
(insert witness name)

Te Hāroto marae
(insert location)

Group Admin
(insert occupation)

Signed by Joyce Eparaima

Joyce Eparaima

in the presence of:

[Signature]
(insert witness signature)

Helena Thompson
(insert witness name)

Te Hāroto marae
(insert location)

Group Admin
(insert occupation)

Signed by Toi Tawhai

Toi Tawhai

in the presence of:

[Signature]
(insert witness signature)

Helena Thompson

(insert witness name)

Novotel Hotel

(insert location)

Group Admin

(insert occupation)

Signed by Mei Winitana

Mei Winitana

in the presence of:

[Signature]
(insert witness signature)

Helena Thompson

(insert witness name)

Novotel Hotel

(insert location)

Group Admin

(insert occupation)