

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
Recitals		
Paragraphs A to E	The recitals within the Ngati Koata Trust Deed and the Te Pataka a Ngati Koata Trust Deed are distinct.	<p>This reflects the fact that the entities have been established for two specific purposes. The Ngati Koata Trust was formed for the purpose of receiving settlement assets as part of the aquaculture settlement while Te Pataka a Ngati Koata Trust Deed has been formed for the purpose of receiving assets as part of the Te Tau Ihu settlement.</p> <p>For the purpose of the Te Tau Ihu settlement, the Crown has stated that the entity that receives assets cannot hold a charitable status.</p>
Introduction		
Paragraph A	The introduction within the Ngati Koata Trust Deed and the Te Pataka a Ngati Koata Trust Deed are distinct	Please see the explanation provided above.
Interpretation		
Clause 1.1	The definition of “ Act ” has been removed from Te Pataka a Ngati Koata Trust Deed.	The Maori Fisheries Act 2004 is not relevant for Te Tau Ihu settlement.
Clause 1.1	The definition of “ Adult Registered Members ” has been amended. An adult registered member no longer has to be entitled to vote at General Meetings.	The entitlement to vote at General Meetings depends on an individual holding the status of an Adult Registered Member.
Clause 1.1	The definition of “ Aquaculture Agreement ” has been removed from Te Pataka a Ngati Koata Trust Deed.	The definition of Aquaculture Agreement is not relevant for the purposes of Te Tau Ihu settlement.
Clause 1.1	The definition of “ Asset Holding Company ” has been removed from Te Pataka a Ngati Koata Trust Deed.	An Asset Holding Company was required under the Maori Fisheries Act 2004. This requirement is not relevant for Te Tau Ihu settlement.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
Clause 1.1	A definition of “ Ancestor of Ngati Koata ” has been added to Te Pataka a Ngati Koata Trust Deed. This means “an individual who exercised customary rights by virtue of being descended from Te Tipuna Koata”.	This provision has been added to assist with the identification of iwi members for the purposes of the iwi membership register and other matters.
Clause 1.1	The definition of “ Charitable Purposes ” has been removed from Te Pataka a Ngati Koata Trust Deed.	Unlike the Ngati Koata Trust, Te Pataka a Ngati Koata Trust will not be a charitable entity due to the Crown's refusal to transfer assets to a charitable entity in Te Tau Ihu settlement.
Clause 1.1	The definition of “ Corporate Entity ” has been amended within Te Pataka a Ngati Koata Trust to remove the reference to an Asset Holding Company and a Fishing Enterprise.	An Asset Holding Company and Fishing Enterprise definitions were required under the Maori Fisheries Act 2004. These definitions are not relevant for Te Tau Ihu settlement.
Clause 1.1	A new definition of “ Descended ” has been inserted into Te Pataka a Ngati Koata Trust Deed.	This clause aids the interpretation of the definition of “Ancestor of Ngati Koata” that is defined as an individual “ <i>descended</i> from Te Tipuna Koata.”
Clause 1.1	The definition of “ Fishing Enterprise ” has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition relates to the fisheries settlement and is not relevant for the purpose of Te Tau Ihu settlement.
Clause 1.1	A definition of “ Governance Review ” has been inserted into Te Pataka a Ngati Koata Trust Deed.	This definition has been inserted to refer to the Governance Review provisions at Schedule 2 of Te Pataka a Ngati Koata Trust Deed.
Clause 1.1	The definition of “ Income Share ” has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition relates to the fisheries settlement and is not relevant for the purpose of Te Tau Ihu settlement.
Clause 1.1	The definition of “ Inland Revenue Acts ” has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition is not referred to within Te Pataka a Ngati Koata Trust Deed.
Clause 1.1	The definition of “ Iwi Aquaculture Organisation ” has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition relates to the fisheries settlement and is not relevant for the purpose of the Te Tau Ihu settlement.

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Clause	Changes	Explanation
Clause 1.1	The definition of “ Kaumatua Council ” has been added to Te Pataka a Ngati Koata Trust Deed	The role of the Kaumatua Council has been included within Te Pataka a Ngati Koata Trust Deed. The Kaumatua Council will provide recommendations to the Trustees on matters of tikanga, whakapapa, te reo and other matters as the Trustees may request from time to time. The decisions of the Kaumatua Council will not be binding on the Trustees (to protect kaumatua from becoming Trustees themselves); however, they will assist Trustees in their decision making.
Clause 1.1	<p>There have been a number of amendments to the definition of “Major Transaction” within Te Pataka a Ngati Koata Trust Deed. These include:</p> <ul style="list-style-type: none"> a. Altering the threshold that triggers a Major Transaction to a transaction that involves a value greater than 30% of the Trust’s assets (as opposed to 50% in the Ngati Koata Trust Deed); b. The remove of provisions relating to the sale of Income Shares or Settlement Quota; c. The exclusion of a transfer from the Crown as a result of a Treaty settlement; d. The inclusion of provisions relating to the assessment of a contingent liability; and e. The removal of the exception for a security over Trust assets. 	<p>We provide the following reasoning for the amendments:</p> <ul style="list-style-type: none"> a. Lowering the threshold for a Major Transaction was a recommendation made by the Board to ensure that a greater number of significant transactions are referred to the General Meeting (and therefore the people) for approval (i.e. the Board considered the Ngati Koata Trust threshold of 50% was too high). b. The provisions regarding Income Shares and Settlement Quota relate to the fisheries settlement and are not relevant for the purpose of Te Tau Ihu settlement. c. The exclusion for the transfer from the Crown of assets as a result of a Treaty Settlement allows the efficient and timely transfer of those assets from the Crown. The settlement package will need to be approved by the iwi members as part of the ratification process and therefore should not be subject to the major transaction provisions. d. The inclusion of provisions concerning contingent liability is common in legal drafting. These provisions offer protection to Trustees where a liability is being incurred and the extent of that

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Clause	Changes	Explanation
		<p>liability is uncertain.</p> <p>e. The exception for a charge over Trust assets has been removed. The grant of a security over Trust assets exposes the Trust assets to the same risk as any other transaction.</p>
Clause 1.1	The definition of " Mandated Iwi Organisation " has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition relates to the fisheries settlement and is not relevant for the purpose of Te Tau Ihu settlement.
Clause 1.1	The definition of " Members of Ngati Koata " has been amended in Te Pataka a Ngati Koata Trust Deed. The definition no longer refers to descent from a primary ancestor of Ngati Koata but instead refers to the definition of Ngati Koata.	This amendment accords with the new definition of Ngati Koata discussed below.
Clause 1.1	The definition of " Ngati Koata " has been amended in Te Pataka a Ngati Koata Trust Deed to remove the reference to a primary ancestor of Ngati Koata. Instead, the new definition refers to an individuals or collective of individuals descended from "Te Tipuna Koata".	The Board elected to adopt a more inclusive definition that does not limit Ngati Koata iwi membership to a list of identified ancestors.
Clause 1.1	A new definition of " Ngati Koata Trust " has been inserted into Te Pataka a Ngati Koata Trust Deed. This definition refers to Trust established in 2006.	This definition provides for references to the Ngati Koata Trust within Te Pataka a Ngati Koata Trust Deed.
Clause 1.1	A new definition of " Ngati Koata Trust Deed " has been inserted into Te Pataka a Ngati Koata Trust Deed.	This definition provides for references to the Ngati Koata Trust Deed within Te Pataka a Ngati Koata Trust Deed.
Clause 1.1	The definition of " Private Notice " has been amended within Te Pataka a Ngati Koata Trust Deed. This definition specifies how	A technical amendment allowing greater clarity of the process for Private

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Clause	Changes	Explanation
	the notification may occur (including delivery to every Adult Registered Member) and what the notification must contain (e.g. date, time, agenda etc.).	Notice.
Clause 1.1	The definition of “ Public Notice ” has been amended within Te Pataka a Ngati Koata Trust Deed. This definition specifies how the notifications must occur and what the notifications must contain (e.g. date, time, agenda etc.).	A technical amendment allowing greater clarity of the process for Public Notice.
Clause 1.1	The definition of “ Quota ” has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition relates to the fisheries settlement and is not relevant for the purpose of Te Tau Ihu settlement.
Clause 1.1	A new definition of “ Registrar ” has been added to Te Pataka a Ngati Koata Trust Deed.	This creates a new role within the Trust with responsibility for recording iwi membership and the operation of the Membership Committee.
Clause 1.1	A new definition of “ Settlement Act ” has been added to Te Pataka a Ngati Koata Trust Deed.	This has been included to provide a definition for the settlement legislation to enact the Ngati Koata settlement.
Clause 1.1	A new definition of “ Settlement Assets ” has been added to Te Pataka a Ngati Koata Trust Deed.	This has been included to provide a definition for the Settlement Assets to be transferred from the Crown to Ngati Koata.
Clause 1.1	The definition of “ Settlement Quota ” has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition relates to the fisheries settlement and is not relevant for the purpose of Te Tau Ihu settlement.
Clause 1.1	The definition of “ Subsidiary ” has been amended within Te Pataka a Ngati Koata Trust Deed to remove the references to Mandated Iwi Organisation and the Maori Commercial Aquiculture Claims Settlement Act 2004.	The new definition removes references to the fisheries settlement that are not relevant for the purpose of Te Tau Ihu settlement
Clause 1.1	The definition of “ Te Kawai Taumata ” has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition relates to the fisheries settlement and is not relevant for the purpose of Te Tau Ihu settlement.

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Clause	Changes	Explanation
Clause 1.1	The definition of “ Te Ohu Kai Moana Trustee Limited ” has been removed from Te Pataka a Ngati Koata Trust Deed.	This definition relates to the fisheries settlement and is not relevant for the purpose of Te Tau Ihu settlement.
Clause 1.1	A new definition of “ Trust Assets ” has been added to Te Pataka a Ngati Koata Trust Deed. This describes all the assets and liabilities of the Trust.	A technical amendment intended to provide greater clarity of the components making up Trust Assets
Clause 1.1	A new definition of “ Trust Entity ” has been added to Te Pataka a Ngati Koata Trust Deed. This definition includes both Trusts, Ngati Koata Limited and any Corporate Entities.	Te Pataka a Ngati Koata Trust Deed contemplates the formation of a number of Ngati Koata entities over time. The term Trust Entity is intended to capture all of these entities for the purposes of governance and oversight by the Trust Board.
Clause 1.1	A new definition of “ Trust Group ” has been added to Te Pataka a Ngati Koata Trust Deed. This definition includes all Trust Entities including the Governance Review.	Te Pataka a Ngati Koata Trust Deed contemplates the formation of a number of Ngati Koata entities. The term Trust Entity is intended to capture all of these entities and the Governance Review.
Clause 1.1	The definition of “ Working Day ” has been amended within Te Pataka a Ngati Koata Trust Deed to identify the relevant public holidays.	It is common practice to identify the relevant public holidays within the definition of a “Working Day”
Kaupapa/Purposes		
Clause 3.1	Te Pataka a Ngati Koata Trust Deed contains an amended purposes section, providing that the purposes of the Trust are; “to receive, hold, manage and administer the Trust Fund on behalf of and for the benefit of the present and future Members of Ngati Koata in accordance with this Deed.”	This section identifies the purpose of Te Pataka a Ngati Koata Trust Deed.
Clause 3.2(b)	Clause 3.2(b) of the Ngati Koata Trust Deed states that the Trust shall “protect, preserve and sustainably manage the	This amendment recognises that some Ngati Koata taonga are outside the Ngati Koata rohe.

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Clause	Changes	Explanation
NKT Clause 3.2(b) TPNK	<p>taonga within the Ngati Koata rohe”.</p> <p>This clause is amended within Te Pataka a Ngati Koata Trust Deed to state that the Trust will “protect, preserve and sustainably manage Ngati Koata taonga”</p>	
Clause 3.3 TPNK	A new clause 3.3 has been included within Te Pataka a Ngati Koata Trust Deed entitling the Trust to undertake any commercial activity that benefits the Members of Ngati Koata.	This provision provides the Trustee’s with the power to utilise the Settlement Assets for other commercial ventures provided that these ventures provide a benefit for Members of Ngati Koata.
Clause 3.4 NKT Clause 3.5 TPNK	<p>Te Pataka a Ngati Koata Trust Deed removes a number of powers incidental to the purposes in clause 3.1. These provisions relate to fisheries legislation.</p> <p>The following powers have been added to Te Pataka a Ngati Koata Trust Deed:</p> <ul style="list-style-type: none"> a. Hold settlement assets and grants on behalf Koata; b. Hold any other Treaty of Waitangi Settlement Assets; and c. Perform any other function under any Treaty of Waitangi settlement legislation or any other enactment or otherwise (but not to adversely affect the Trust interests). 	These provisions outline the powers of Trustees in giving effect to the purposes identified a clause 3.1. The powers relating to the fisheries matters are not relevant for the purposes of Te Pataka a Ngati Koata Trust Deed and have been removed.
Clause 3.5 TPNK Clause 3.5	The clause has been amended to remove provisions that relate to fisheries legislation (e.g. references to Asset Holding Companies, Fishing Enterprises and programmes to manage catch entitlements and Settlement Quota)	The provisions relating to fisheries legislation are not relevant for the purpose of Te Pataka a Ngati Koata Trust Deed and have been removed.

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Clause	Changes	Explanation
NKT		
Clause 3.6 TPNKT	This clause has been inserted into Te Pataka a Ngati Koata Trust Deed and provides that the Trust or Corporate Entity may not enter into a major transaction unless clause 10 of the Deed is complied with.	This clause has been inserted to provide that the Trustees powers are subject shareholder approval for Major Transactions.
Clause 3.6 NKT	This clause provides that the objects and purposes of the Trust may not include non-charitable activities. This clause has been removed from Te Pataka a Ngati Koata Trust Deed.	As Te Pataka a Ngati Koata Trust is not a charitable entity, this provision is no longer relevant.
Clause 3.8 TPNK	A new clause 3.8 has been inserted into Te Pataka a Ngati Koata Trust Deed providing that the Trust shall review governance structures and management of assets at five yearly intervals.	This clause has been inserted to require that the Trustees review management structures at set intervals. This review process encourages good governance through regular reviews.
Appointment and Powers of Trustees, and Management of the Trust		
Clause 4.1 NKT Clause 4.1 TPNKT	A minor amendment to the age required for a individual to hold the position as a Trustee. An individual must be “18 years of age or over” in clause 4.1 of Te Pataka a Ngati Koata Trust Deed in as opposed to “over 18 years of age.”	This amendment clarifies the individuals that may hold a position as a Trustee.
Clause 4.3 NKT	Clause 4.3 of the Ngati Koata Trust Deed has been deleted from Te Pataka a Ngati Koata Trust Deed. This clause allows the election of Alternate Trustees where a Trustee is unable to perform their duties.	Upon advice that provisions permitting the election of alternates can be open to manipulation, the Board elected to remove this provision.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
Clause 4.3 TPNKT	A new clause 4.3 has been inserted into Te Pataka a Ngati Koata Trust stating that at all times the Trustees on the Ngati Koata Trust shall be the same Trustees as those on Te Pataka a Ngati Koata Trust.	Consistency of Trustees across the two Trusts has the following advantages: <ul style="list-style-type: none"> a. It reduces the need to find additional Trustees; b. It creates consistency in decision making across the two entities; and c. The election of Trustees for both Trusts can occur simultaneously.
Clause 4.4 NKT Clause 4.4 TPNKT	This clause deals with election of new Trustees. The provision allowing the elections of Alternate Trustees where a Trustee leaves other than for an expiry of their term has been removed from clause 4.4 of Te Pataka a Ngati Koata Trust Deed. Te Pataka a Ngati Koata Trust Deed provides that an election must be held where the number of Trustees falls below 5 or the number of Ngati Koata Trustees falls below 4. In all other instances elections will be held in compliance with Schedule 1 of the Deed.	Upon advice that provisions permitting the election of alternates can be open to manipulation, the Board elected to remove this provision.
Clause 4.7 TPNKT	Clause 4.7 of Te Pataka a Ngati Koata Trust Deed provides that retiring Trustees will be eligible for re-election for one further term after which they will be required to stand down for at least one year after which they may seek re-election.	The Trustees felt that there should be a mandatory requirement that Trustees step down from the Board. This allows for fresh applicants to the Board. Board members can seek re appointment after their stand down period.
Clause 4.8 TPNKT	Clause 4.8 of Te Pataka a Ngati Koata Trust Deed provides that in extraordinary circumstances a Trustee may be elected for a third term; however, the basis for the person's nomination	There may be a circumstances where it is most practical to appoint a Trustee for a further third term. Although an appointment for a third term should be rare, there is the power to do so.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	will need to be set out in writing and approved by a resolution of the Trustees.	
Clause 4.8 NKT Clause 4.12 TPNKT	<p>This provision deals with the powers of Trustees.</p> <p>Clause 4.8(b) of the Ngati Koata Trust Deed stating that Trustees' powers are subject to the provisions of the Maori Commercial Aquaculture Claims Settlement 2004 has been removed from Te Pataka a Ngati Koata Trust Deed.</p> <p>A new clause 4.12(f) has been inserted into Te Pataka a Ngati Koata Trust Deed. This clause entitles the Trustees to accumulate any income not applied for the purposes in clause 3.1 and add this income to the capital of the Trust.</p> <p>A new clause 4.12 (g) has been inserted into Te Pataka a Ngati Koata Trust Deed entitling the Trustees to apply the capital of the Trust for the purposes in clause 3.1.</p>	<p>The aquaculture settlement legislation is not relevant for the purposes of Te Tau Ihu settlement.</p> <p>The new clauses 4.12(f) and (g) entitle the Trust to manage the Trust Assets to fulfil the purposes of the Trust.</p>
Clause 4.9 NKT	Clause 4.9(d) of the Ngati Koata Trust Deed has been deleted from Te Pataka a Ngati Koata Trust Deed. This clause entitled the Trust to appoint incorporated or unincorporated entity to provide services to the Trust, but where the entity made a Trustee available to perform management services the appointment would need to be approved by the Trustees.	The Board considered that the provisions regarding Trustee conflicts of interest need to be strengthened. The decision was made to prevent an entity in which a Trustee is concerned from providing services to the Trust.
Clause 4.16 TPNK	A new clause 4.16 has been inserted into Te Pataka a Ngati Koata Trust Deed stating that a Trustee or an employee of the Trust must not receive remuneration for services provided to the Trust whether through an incorporated or unincorporated entity or otherwise except in accordance with clause 4.17 and	The Board considered that the provisions regarding Trustee and employee conflicts of interest need to be strengthened. The decision was made to prevent an entity in which a Trustee or employee is concerned from providing services to the Trust.

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Clause	Changes	Explanation
	4.51.	
Clause 4.17 TPNKT	<p>A new clause 4.17 has been inserted into Te Pataka a Ngati Koata Trust Deed containing exceptions to the prohibition on Trustees and employees providing services to the Trust in clause 4.16. These exceptions are:</p> <ul style="list-style-type: none"> a. Remuneration for expenses incurred by Trustees in their role as Trustees; b. Payment of koha to a Trustee, employee or director or any entity in which the Trustee, employee or director has an interest; c. An entity that does not make available a Trustee or employee to carry out management employee or director services; and d. A Trustee that holds a position on the Board of a Corporate Entity in accordance with the Deed. 	<p>In some situations, the remuneration of Trustees for services provided to the Trust is both appropriate and necessary. This clause sets out such circumstances.</p> <p>A Trustee may also hold a position on a Ngati Koata Corporate Entity. This ensures that there is a link between the governance of a Corporate Entity and the Trust.</p>
Clause 4.19 TPNKT	<p>A new clause 4.19 has been inserted into Te Pataka a Ngati Koata Trust Deed. This clause provides for the creation of a Code of Conduct which will govern the conduct of Ngati Koata entities. Matters to be included within the Code of Conduct are identified in clause 4.19.</p>	<p>A Code of Conduct governing all Ngati Koata entities is desirable as it creates consistent standards of governance across Ngati Koata entities.</p>
Clause 4.20 TPNKT	<p>A new clause 4.20 has been inserted into Te Pataka a Ngati Koata Trust Deed. This clause provides that after the Trustees have approved the Code of Conduct, the Code of Conduct will be presented to Members of Ngati Koata at an Annual General</p>	<p>The Board considers it important that the Code of Conduct reflects the views of the Members of Ngati Koata as well as the Board.</p>

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	Meeting for approval.	
Clause 4.21 TPNKT	A new clause 4.21 has been inserted into Te Pataka a Ngati Koata Trust Deed. This clause provides that all amendments to the Code of Conduct shall require approval of the members of Ngati Koata.	This prevents the Board from amending the Code of Conduct post iwi approval without obtaining the approval of Members of Ngati Koata.
Clause 4.10 NKT Clause 4.22 TPNKT	This clause has been amended in Te Pataka a Ngati Koata Trust Deed to require that the presence of individuals or parties at a meeting of Trustees shall be confirmed at the commencement of the meeting and noted in the minutes. It is also stated that an attendee may not replace or derogate from the duties of the Trustees.	These provisions prevent Trustees from avoiding their duties as a Trustee on the basis of the involvement of third parties or individuals.
Clause 4.23 TPNKT	A new clause 4.23 has been inserted into Te Pataka a Ngati Koata Trust Deed stating that meetings of Trustees will be chaired by the Chairperson. The clause also identifies the responsibility for chairing the meeting in the event that the Chairperson is absent.	This provision establishes responsibility for overseeing meetings of Trustees.
Clause 4.10(b) NKT Clause 4.24 TPNKT	This clause has been amended in Te Pataka a Ngati Koata Trust Deed to provide that decisions will be made by a majority of Trustees present "subject to clause 4.30".	Clause 4.30 entitles Trustees to participate in meeting remotely (e.g. teleconference). This clause allows these Trustees to be deemed to be present and entitled to vote.
Clause	This clause provides for the notification requirements for a	This amendment is intended to improve administrative efficiency.

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Clause	Changes	Explanation
4.10(e) NKT Clause 4.27 TPNKT	meeting of Trustees. Clause 4.27 of Te Pataka a Ngati Koata Trust has been amended to provide that the notification of a meeting may be provided by email.	
Clause 4.30(vi) TPNKT	A new clause 4.30(vi) has been entered into Te Pataka a Ngati Koata Trust Deed to provide that a remote meeting of Trustees shall constitute a meeting of Trustees.	This provides practical assistance to Trustees by allowing remote meetings (e.g. via teleconference).
Clause 4.12(a) NKT Clause 4.35 TPNKT	Clause 4.12(a)(ii) of the Ngati Koata Trust Deed has been removed from Te Pataka a Ngati Koata Trust Deed. A Trustee may no longer hold a chief executive position on an entity that provides services to the Trust.	This provision has been removed due to the Board's desire that a Trustee will not hold a managerial position on an entity that provides services to the Trust.
Clause 4.47 TPNKT	A new clause 4.47 has been inserted into Te Pataka a Ngati Koata Trust Deed stating that a Trustee will not be an interested Trustee simply by holding a position on both Trust Entities.	For administrative ease the Trustees on both the Ngati Koata Trust and Te Pataka a Ngati Koata Trust will be the same individuals.
Clause 4.48 TPNKT	Clause 4.48 of Te Pataka a Ngati Koata Trust Deed deals with a dispute as to whether a Trustee is an interested party. In this situation the matter will be decided by the Chairperson, or where the alleged interested party is the Chairman, the matter	This mechanism provides for an efficient means of determining disputes regarding interested Trustees.

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Clause	Changes	Explanation
	will be decided by the Deputy Chairman.	
Clause 4.18 NKT Clause 4.49 TPNKT	This clause provides that a Trustee will not be interested in a matter where that Trustees interest derives from membership of a hapu or whanau. Clause 4.49 of Te Pataka a Ngati Koata Trust Deed has been amended to state that this relates to a hapu/whanau “of Ngati Koata”.	The addition of “of Ngati Koata” means that this exclusion only applies to membership of a hapu/whanau of Ngati Koata. Generally iwi Trustees might find they are often in conflict were this provision not included, and therefore unable to act.
Clause 4.19 NKT Clause 4.50 TPNKT	This clause relates to disclosure of Trustee interests into the Trust minute book. Clause 4.50 of Te Pataka a Ngati Koata Trust Deed has been amended to state that a Trustee only needs to disclose those interests that could “potentially represent a conflict of interest.”	Only interests that may potentially lead to a conflict are relevant. It would be impractical for all interests to be entered in the minute book.
Clause 4.20 NKT Clause 4.51 TPNKT	This clause addresses the ability for any person to make pecuniary profit from the Trust. Clause 4.51 of Te Pataka a Ngati Koata Trust Deed contains the following amendments: a. A Trustee may only receive reimbursement for their services as a Trustee; and b. The provisions entitling the Trustee to provide services to the Trust either through an entity in which the Trustee is concerned or otherwise have been removed.	The Board considers that it is improper for a Trustee to achieve a financial gain from the Trust outside of normal remuneration for Trustees’ services.

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Clause	Changes	Explanation
Clause 4.22 NKT Clause 4.53 TPNKT	<p>This provision refers to clause 4.21 the Ngati Koata Trust Deed and 4.52 of Te Pataka a Ngati Koata Trust Deed requiring that the Trustee's ensure that any person associated with the Trust does not materially influence or determine their income or any payment from the Trust.</p> <p>The provision requires that a clause to the same effect should be entered into the constitution of any related entity or Subsidiary. There has been a slight change to the language in Te Pataka a Ngati Koata Trust Deed to refer to "Corporate Entity or any Subsidiary" as opposed to "Asset Holding Company or Fishing Enterprise"</p>	The provisions relating to fisheries legislation are not relevant for the purpose of Te Pataka a Ngati Koata Trust Deed and have been removed.
Clause 4.24 NKT	The clauses entitling the Trust to apply for incorporation under the Charitable Trusts Act 1957 have been removed from Te Pataka a Ngati Koata Trust Deed.	Unlike the Ngati Koata Trust, Te Pataka a Ngati Koata Trust will not be a charitable entity due to the Crown's refusal to transfer assets to a charitable entity in Te Tau Ihu settlement. Te Pataka a Ngati Koata Trust cannot be a charitable entity.
Kaumatua Council		
Clause 5.1 TPNKT	This clause provides that Adult Registered Members of Ngati Koata that have attained the status as kaumatua may be entitled to form a Council to be referred to as the "Kaumatua Council"	This clause formally enshrines the Kaumatua Council within the Trust Deed.
Clause 5.2 TPNKT	This clause provides that the Kaumatua Council may determine its own rules and procedure.	It is anticipated that the Kaumatua Council will determine its own processes in accordance with Ngati Koata tikanga.
Clause 5.3	Clause 5.3 of Te Pataka a Ngati Koata Trust Deed provides for	It is intended that the Kaumatua Council will provide advice to the Board on aspects of Ngati Koata tikanga. We have framed Kaumatua Council's role

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Clause	Changes	Explanation
TPNKT	<p>the role of the Kaumatua Council. This role is to:</p> <ol style="list-style-type: none"> a. Provide advice on matters of Ngati Koata whakapapa, history, customary practices, te reo, tikanga (including Ngati Koata culture and spirituality), wahi tapu and boundaries; b. Provide advice on other matters as the Trustees may request from time to time; c. If requested provide their advice or recommendations to the Trustees in writing; d. Assist the Trustees in the development, promotion and advancement of programmes, learning centres and wananga to pass on the knowledge, whakapapa, customs, te reo and tikanga of Ngati Koata; e. Participate in the management and planning of the Trust, including the review of reports prior to presentation at a General Meeting; and f. Utilise such powers as may be provided under this Deed 	<p>as an advisory position to avoid the risk that Kaumatua are exposed to Trustee duties.</p>
Clause 5.4 TPNKT	<p>This clause emphasises that the Kaumatua Council's role is advisory and that any advice is not binding on the Trustees. However, where a decision of the Trustees is inconsistent with the recommendation of the Kaumatua Council, the reasons for the decision must be recorded in the minutes of the meeting.</p>	<p>As discussed above, the Kaumatua Council's role is advisory to avoid the imposition of Trustee duties on kaumatua. The requirement that a reason for a departure from a recommendation offered by the Kaumatua Council be recorded in the minutes is intended to provide protection for Trustee decision making and transparency and accountability for the Board.</p>
Clause 5.5	<p>This clause provides that the Kaumatua Council will appoint not less than three members to act as the Membership</p>	<p>The Board sees the Kaumatua Council as playing a significant role in determining matters relating to whakapapa. As the Membership Committee</p>

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Clause	Changes	Explanation
TPNKT	Committee (together with the Registrar).	deals with applications for membership, expertise regarding whakapapa is a necessity.
Register of Members of Ngati Koata		
Clause 5.2 NKT	Clause 5.2 of the Ngati Koata Trust Deed has been removed from Te Pataka a Ngati Koata Trust Deed. This clause referred to details required by Kaupapa 5 of the Maori Fisheries Act 2004.	The provisions relating to fisheries legislation are not relevant for the purpose of Te Pataka a Ngati Koata Trust Deed and have been removed.
Clause 6.2(a) TPNKT	Clause 6.2(a) has been added to Te Pataka a Ngati Koata Trust Deed. This clause provides that subject to the consent required under the Privacy Act 1993, the members registered on the Ngati Koata Members Register are the Registered Members of the Ngati Koata Trust.	The purpose of this clause is twofold: <ul style="list-style-type: none"> a. To acknowledge the requirements of the Privacy Act 1993 as it relates to the recording of personal details; b. To provide for a Members Register to identify the individuals as Members of Ngati Koata.
Clause 5.4 NKT Clause 6.4 TPNKT	This clause states that an Adult Registered Member may request that they receive private notice regarding certain matters. Clause 6.4 of Te Pataka a Ngati Koata Trust Deed has been amended to remove changes to constitutional documents of Asset Holding Entities, the disposal of Income Shares or Settlement Quota or the conversion of Quota into Settlement Quota. Private notice will only be provided for the appointment of Trustees and amendments to the Trust Deed.	The events that have been removed relate to fisheries legislation that is not relevant for the purposes of the Te Tau Ihu settlement.
Clause 5.9	This clause provides that it is not necessary to be registered to be a Member of Ngati Koata.	The distinction between a Member of Ngati Koata and a Registered Member is clearly identified within the definition section of Te Pataka a Ngati Koata

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
NKT		Trust Deed. This clause is not required.
Clause 6.11 TPNKT	A new clause 6.11 has been added to Te Pataka a Ngati Koata Trust Deed stating that the Membership Committee and the Registration forms for the Ngati Koata Trust and Te Pataka a Ngati Koata Trust shall be the same.	This clause has been inserted to assist the administration of both Trusts.
Clause 6.12 TPNKT	A new clause 6.12 has been inserted into Te Pataka a Ngati Koata Trust Deed. This clause provides that the Trustees shall appoint or employ a person to act as a Registrar to maintain and manage the Members Register. This individual, together with the members of the Kaumatua Council, shall constitute the Membership Committee.	This clause provides for a specific position within Ngati Koata responsible for maintaining membership details.
General Meetings and Reporting		
Clause 7.1 NKT Clause 8.1 TPNKT	This clause outlines the Trust's reporting responsibilities. A number of terms have been replaced in Te Pataka a Ngati Koata Trust Deed. These terms include "Asset Holding Company", "Fishing Enterprise" and "Settlement Quota". These provisions have been replaced with "Corporate Entity" and "Trust Fund".	The terms that have been replaced relate to fisheries legislation that is not relevant for the purposes of Te Tau Ihu settlement.
Clause 7.2 NKT Clause 8.2 TPNKT	This clause identifies the matters that must be considered at a General Meeting. This clause has been amended within Te Pataka a Ngati Koata Trust Deed by: a. Removing the reporting requirements relating to Settlement Quota and other fisheries matters;	Many of the amendments relate to fisheries legislation that is not relevant for the purposes of Te Tau Ihu settlement. The Board considered that changes to constitutional documentation, amendments to the Code of Conduct that will govern Ngati Koata entities and the remuneration of Trustees are fundamental matters that require the

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	<ul style="list-style-type: none"> b. Requiring that any changes to the Trust Deed or the constitutional documents of any Corporate Entity be considered; c. Requiring that any changes to the Code of Conduct be considered; d. Requiring that any remuneration of Trustees permitted under the Deed be considered; e. Removal of the requirement to disclose the policy of the Trust with respect to Settlement Quota in the Annual Plan; f. Removing the Asset Holding Company Annual Report and replacing it with a Corporate Entity Annual Report; g. Adding a requirement that the Trust produce a Five Year Plan that sets out the objectives of the Trust, long-term strategies for the utilisation of Trust Assets and any other matters (to be reviewed before each General Meeting). 	<p>ratification of the beneficiaries of the Trust.</p> <p>The addition of the Five Year Plan is intended to ensure that the beneficiaries have a clear understanding of the strategic direction of the Trust going forward.</p>
<p>Clause 7.3 NKT Clause 8.3 TPNKT</p>	<p>Clause 8.3 of Te Pataka a Ngati Koata Trust Deed has been amended to require that Notice of an Annual General Meeting must be provided in accordance with clause 10.</p>	<p>It is intended that clause 10 will govern the notification of General Meetings.</p>

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
<p>Clause 7.3 NKT Clause 8.4 TPNKT</p>	<p>This clause addresses the circumstances in which a Special General Meeting may be called. We note the following amendments contained within clause 8.3 of Te Pataka a Ngati Koata Trust Deed:</p> <ul style="list-style-type: none"> a. A Special General Meeting may be convened as determined by the Trustees; b. The removal of the ability for the Chairman of the Trust to call a Special General Meeting; c. The addition of a provision providing that 10 or more members of the Kaumatua Council may call a Special General Meeting; d. An alteration to the number of Adult Registered Members of Ngati Koata that are required to call a Special General meeting from 50% to 20 Adult Registered Members; e. The removal of provisions referring to Settlement Quota and other fisheries legislation requirements; f. The inclusion of provisions relating to the notification of Special General Meetings. 	<p>We provide the following explanations for the amendments:</p> <ul style="list-style-type: none"> a. The Trustees should have the ability to call a General Meeting as a collective as opposed to the Chairman acting as an individual. b. Given the Kaumatua Council's advisory role to the Trustees, the Kaumatua Council should be entitled to call a Special General Meeting. c. The threshold of 50% of Adult Registered members is unrealistically high. We consider 20 individuals to be more appropriate. d. As the provisions relating to fisheries legislation do not apply to Te Tau Ihu settlement, we have removed these provisions. e. As a Special General Meeting can be called at any time, we considered that there needed to be clarity surrounding the notification of the meeting to ensure that beneficiaries are aware of their entitlement to participate.
<p>Clause 7.3 NKT Clause 8.8</p>	<p>This clause identifies the required support for resolutions at a General Meeting.</p> <p>Clause 8.8 of Te Pataka a Ngati Koata Trust Deed removes the resolutions relating the fisheries legislation and provides that resolutions will require approval by more than 50%, except</p>	<p>The resolutions relating to fisheries transactions are not relevant for the purposes of Te Tau Ihu settlement.</p> <p>Te Pataka a Ngati Koata Trust Deed treats major transactions, ratification or changes to the Deed and winding up of the Trust as "special matters" that</p>

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
TPNKT	for major transactions, ratification or changes to the Deed and the winding up of the Trust that will require approval by more than 75% of Members of Ngati Koata who are entitled to vote.	require a special resolution of beneficiaries.
Clause 7.4 NKT Clause 8.9 TPNKT	<p>This clause deals with the availability of information to members of Ngati Koata. Clause 8.9 of Te Pataka a Ngati Koata Trust Deed lists the information that must be made available on request. This information includes:</p> <ul style="list-style-type: none"> a. Amendments to the constitutions of Corporate Entities; b. Annual reports; c. Five year plan; and d. The Trustees' minute book and a members personal details on the register <p>unless the information is subject to confidentiality whilst the Trust is in committee.</p>	These provisions are intended to ensure transparency of the Trust's records and key documentation.
Asset Holding Company and Fishing Enterprise		
Clause 8.1 to 8.4 NKT	The provisions requiring that the Trust has at least one "Asset Holding Company" and "Fishing Enterprise" have been removed from Te Pataka a Ngati Koata Trust Deed.	<p>These provisions were required by the fisheries legislation that it not relevant for the purposes of Te Tau Ihu settlement.</p> <p>The provisions have largely been replaced by a new section titled "Corporate Entities" within Te Pataka a Ngati Koata Trust Deed.</p>
Corporate Entities		

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
Clause 9.1 TPNKT	A new clause 9.1 has been inserted into Te Pataka a Ngati Koata Trust Deed stating that the Trust may establish one or more Corporate Entities to hold and manage the Trust Fund and provide services to Ngati Koata.	The Corporate Entities are intended to be the commercial arms of the Trust that undertake activities for the benefit of the Trust and its beneficiaries.
Clause 9.2 TPNKT	<p>Clause 9.2 of Te Pataka a Ngati Koata Trust Deed provides that an entity established by the Trust must:</p> <ul style="list-style-type: none"> a. Remain wholly owned and controlled by the Trust; b. Must have constitutional documents that are ratified by a Special Resolution of 75% of Trustees; c. Must provide dividends solely to the Trust d. Must not enter into a Major Transaction unless the Trust has complied with the obligations under the Deed. 	The Corporate Entity will be a Ngati Koata entity (the Trust will be the sole shareholder) and will be accountable to the Trust.
Clause 9.3 TPNKT	Clause 9.3 of Te Pataka a Ngati Koata Trust Deed provides that any Corporate Entity may establish one or more subsidiaries, to which the Corporate Entity may transfer Settlement assets. The Subsidiary must remain wholly owned and controlled by the Corporate Entity that established it and provide dividends indirectly to the Trust.	The ability for a Corporate Entity to create a Subsidiary allows the Corporate Entity to establish specific entities for specific purposes. The Subsidiaries will remain accountable to Trust through the Corporate Entity in which the Trust is the sole shareholder and the requirements of the Corporate Entities constitution.
Clause 9.4 TPNKT	Clause 9.4 of Te Pataka a Ngati Koata Trust Deed addresses the criteria for appointment as a Director of a Corporate Entity or a Subsidiary. An appointment must comply with the provisions of the Companies Act 1993, the provisions of the Deed, or in accordance with conditions notified by the Trust to	This provision identifies the internal and external limitations on the appointment of Directors to any Corporate Entity or Subsidiary.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	the Corporate Entity or Subsidiary	
Clause 9.5 TPNKT	This clause provides that the Directors of any Corporate Entity or subsidiary will be appointed by a majority decision of the Trustees.	This clause ensures that the Trustees have control over the Corporate Entity and the appointment of its Directors.
Clause 9.6 TPNKT	Clause 9.6 of Te Pataka a Ngati Koata Trust Deed provides that the Trust may appoint one Trustee to be a Director on each Corporate Entity. This Director will be required to act in the best interests of the Trust, but will be ineligible to be the Chairperson of the Board.	Permitting one Trustee to be a Director on a Corporate Entity strengthens the link between the Corporate Entity and the Trust as the Trustee must act in the best interest of the Trust.
Clause 8.3 NKT Clause 9.8 TPNKT	<p>Clause 9.8 of Te Pataka a Ngati Koata Trust Deed is similar to clause 8.3 of the Ngati Koata Trust Deed. This clause identifies matters that must be included within the constitution of every Corporate Entity. Such matters include:</p> <ul style="list-style-type: none"> a. A requirement that assets are held for the benefit of the Trust; b. The presentation of an annual plan and a statement of corporate intent to the Trust for approval; c. An annual report to the Trust; d. An annual audit of accounts; e. A provision relating to the appointment of Directors in accordance with clause 9.6; f. Any other provisions required under this Deed. 	<p>Clause 9.8 of Te Pataka a Ngati Koata Trust Deed contains similar accountability mechanism to those included in clause 8.3 of the Ngati Koata Trust Deed. The only distinction between the two Deeds is the following:</p> <ul style="list-style-type: none"> a. Te Pataka a Ngati Koata Trust Deed refers to Corporate Entities and subsidiaries as opposed to Asset Holding Companies and Fishing Enterprises (Te Pataka a Ngati Koata Trust Deed does not address fisheries legislation matters); b. The scope of this clause has been widened in Te Pataka a Ngati Koata Trust Deed by including the provisions relating to the appointment of Directors and all other provisions required under the Deed.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
Notice to Members of Ngati Koata		
Clause 10.1 TPNKT	A new clause 10.1 has been inserted into Te Pataka a Ngati Koata Trust Deed stating that notice of a General Meeting shall be given not less than 20 working days prior.	This clause is intended to prescribe a minimum notification period for Ngati Koata members where a General Meeting is to be held.
Clause 10.2 TPNKT	A new clause 10.2 has been inserted into Te Pataka a Ngati Koata Trust Deed providing that where elections are to be held at a General Meeting the following provisions will apply: <ul style="list-style-type: none"> a. Nominations will be called for not less than 40 working days from the General Meeting; b. Valid nominations must be received at the office of the Trust not less than 25 working days before the General Meeting; 	These provisions recognise that, from an administrative perspective, sufficient time is needed to receive nominations where the General Meeting will involve an election.
Clause 10.3 TPNKT	A new clause 10.3 has been inserted to provide that, where the Trustees are required to call a Special General Meeting, a Special General Meeting will be held within 60 days of notice being given to or by the Trustees.	This provision avoids the situation where a Special General Meeting is required but the Meeting is not held within an acceptable period of time.
Disputes Resolution Procedure		
Clause 9.1 NKT Clause 11.1 TPNKT	Clause 11.1 of Te Pataka a Ngati Koata Trust Deed has been amended to include a specific dispute resolution procedure for disputes between Adult Registered Members and the Trust. The process is as follows: <ul style="list-style-type: none"> a. Endeavour to resolve the dispute between the parties; b. If the dispute has not been resolved within 30 days the 	This process recognises that any initial attempts to resolve a dispute should be made internally in accordance with Ngati Koata tikanga (i.e. discussions between the parties and the involvement of kaumatua). However, the provisions also recognise that it may not be possible to resolve the parties' differences through such means and referral to an external dispute resolution mechanism may be required.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	<p>matter will be referred to the Kaumatua Council (the Kaumatua Council may give recommendations);</p> <p>c. If the dispute is not resolved within 14 days of referral to the Kaumatua Council the parties will agree on a process for resolving the dispute through negotiation, meditation or the determination of an independent expert</p>	
Clause 9.3 NKT	Clause 9.3 of the Ngati Koata Trust Deed has been removed from Te Pataka a Ngati Koata Trust Deed. This clause allowed the parties to exercise their rights under the Maori Fisheries Act 2004.	The rights under the fisheries legislation are not relevant for the purposes of Te Tau Ihu settlement and have been removed.
Clause 11.2 TPNKT	<p>A new clause 11.2 has been inserted into Te Pataka a Ngati Koata Trust Deed. This clause provides that a party may refer the dispute to arbitration where:</p> <p>a. The Parties cannot agree a dispute resolution process;</p> <p>b. The timetable for the dispute resolution is not being complied with; or</p> <p>c. The dispute resolution process does not resolve the dispute.</p>	The decision of an arbitrator will be binding on the parties. A binding decision enables the parties to move forward where other dispute resolution mechanisms have been exhausted or a process cannot be agreed.
Clause 11.3 TPNKT	A new clause 11.3 has been inserted into Te Pataka a Ngati Koata Trust Deed. This clause allows a decision maker to implement their decision that is subject to a dispute provided that the decision does not deprive the party involved in the	This clause avoids delays being imposed on the decision maker (usually the Trust) by allowing the Trust to continue to implement the decision that is subject to dispute (provided that the implementation of the decision does not detrimentally affect the rights of the party through the dispute resolution

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	dispute of any benefit or advantage.	mechanism).
Clause 11.4 TPNKT	A new clause 11.4 has been inserted into Te Pataka a Ngati Koata Trust Deed. This clause provides that a decision may be enforced where no party has commenced the dispute resolution process within 30 working days after receiving notification of the decision.	In order for the Trust to have certainty, there needs to limit to the time in which the dispute resolution mechanism can be invoked. We consider that 30 days from the notification of the decision is an adequate length of time to raise a dispute.
Clause 11.5 TPNKT	This clause provides that, if all parties notify the decision maker that they do not intend to invoke the dispute resolution process, then this waiver will be binding on the parties.	Again, this clause is designed to create certainty for a decision maker that has proceeded on the basis that there no dispute.
Clause 11.6 TPNKT	This clause provides that clause 11 will not derogate from the rights or obligations of the Trust or any member of Ngati Koata pursuant to the Trustee Act 1956.	The clause confirms that, despite the provisions within clause 11 regarding dispute resolution, the Trust the beneficiaries of the Trust will hold all rights and obligations under the Trustee Act (e.g. the right for a beneficiary to bring an action for a breach of a Trustee's duty).
Clause 9.4 NKT Clause 11.8 TPNKT	<p>This clause deals with the proceedings of the Membership Committee relating to the registration of Members of Ngati Koata.</p> <p>Clause 11.8 of Te Pataka a Ngati Koata Trust Deed contains two changes to the provisions of the Ngati Koata Trust Deed. These changes are:</p> <ul style="list-style-type: none"> a. Instead of applying the provisions of the Maori Fisheries Act 2004, the Membership Committee must apply the provisions of the Deed relating to registration; b. The tikanga of Ngati Koata is specifically identified as 	These amendments recognise that the fisheries legislation is not relevant for the purposes of Te Tau Ihu settlement and recognise the specific role of the Membership Committee where tikanga is concerned.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	a matter that the Membership Committee may take into consideration.	
Clause 9.5 NKT Clause 11.9 TPNKT	Clause 11.9 of Te Pataka a Ngati Koata Trust Deed has been amended to remove the reference to section 180(1)(m) of the Maori Fisheries Act 2004. This clause provides that a determination of the Trustees on the registration of any person shall be final.	The fisheries legislation is not relevant for the purposes of Te Tau Ihu settlement.
Clause 11.10 TPNKT	A new clause 11.10 has been added to Te Pataka a Ngati Koata Trust Deed. This clause provides that where a person disputes a decision of the Membership Committee, they may exercise their rights under the Deed or at law.	This clause recognises the ability for a person to dispute a decision regarding membership either through the dispute resolution mechanisms within the Deed or other external means.
Major Transactions		
Clause 10.1 NKT Clause 12.1 TPNKT	<p>The clause identifies the requirements for an approval of a Major Transaction.</p> <p>Clause 12.1 of Te Pataka a Ngati Koata Trust Deed provides that the Trust must not enter a Major Transaction unless:</p> <ul style="list-style-type: none"> a. The Major Transaction is approved by a 75% vote at a General Meeting; or b. The transaction is contingent on approval by a majority of 75% at a General Meeting and the transaction is subsequently approved. <p>The requirement that the Major Transaction must “otherwise</p>	The third requirement within the Ngati Koata Trust Deed refers to fisheries legislation that is not relevant for the purposes of Te Tau Ihu settlement.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	comply with the requirements of the Act” has been removed.	
<p>Clauses 10.2 to 10.5</p> <p>NKT</p>	<p>Clause 10.2 to 10.5 of the Ngati Koata Trust Deed have been removed from Te Pataka a Ngati Koata Trust Deed. These clauses address major transactions with respect to Settlement Quota and Income Shares.</p>	<p>These provisions relate to fisheries legislation and are not relevant for the purposes of Te Tau Ihu settlement.</p>
<p>Clause 10.6</p> <p>NKT</p> <p>Clause 12.2</p> <p>TPNKT</p>	<p>This clause addresses the notification requirements in respect of a Major Transaction. Clause 12.2 of Te Pataka a Ngati Koata Trust Deed removes the reference to notification occurring at least 20 working days before the General Meeting.</p> <p>Clause 10.6(e) of the Ngati Koata Trust Deed has also been removed. This clause provided that further information prescribed by Te Ohu Kai Moana Limited in accordance with the Act must be included within the notification.</p>	<p>The timeframes for notification are addressed within the General Meetings section of the Deed.</p> <p>Clause 10.6(e) of the Ngati Koata Trust Deed is no longer relevant as it relates to fisheries legislation.</p>
<p>Clause 10.7 and 10.8</p> <p>NKT</p>	<p>Clause 10.7 and 10.8 of the Ngati Koata Trust Deed identifies additional requirements where Major Transactions concern Income Shares or Settlement Quota.</p> <p>These provisions have been removed from Te Pataka a Ngati Koata Trust Deed.</p>	<p>These provisions relate to fisheries legislation and are not relevant for the purposes of Te Tau Ihu Settlement.</p>
Winding Up of the Trust		
<p>Clause 11.1</p> <p>NKT</p> <p>Clause 13</p>	<p>These provisions address the distribution of the Trust Assets upon winding up of the Trust.</p> <p>Clause 11.1 of the Ngati Koata Trust Deed provides that the assets will be vested in one or more charitable bodies in New</p>	<p>The transfer of assets to a Ngati Koata entity ensures that the assets remain in the control of the Ngati Koata as opposed to another charitable organisation.</p>

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
TPNKT	<p>Zealand.</p> <p>Te Pataka a Ngati Koata Trust Deed changes this requirement to specify that assets will be vested in one or more entities established by Ngati Koata with similar purposes.</p> <p>A resolution to wind up the Trust requires 75% support at a General Meeting in both Deeds.</p>	
Alteration of Terms of Deed		
<p>Clause 12.1</p> <p>NKT</p> <p>Clause 14.1</p> <p>TPNKT</p>	<p>This clause identifies the power of the Trustees to amend, revoke or add to the provisions of the Deed. There have been a number of changes to the limitations on the Trustees' power to amend the Deed within Te Pataka a Ngati Koata Trust Deed. These amendments are:</p> <ol style="list-style-type: none"> a. The removal of the requirement that no amendment be inconsistent with the Maori Fisheries Act 2004 and other fisheries legislation provisions; b. The removal of the requirement that the amendment be for the collective benefit of all Members of Ngati Koata; c. The removal of the requirement that an amendment preserve the Trust's charitable status; d. The addition of a requirement that the Amendment is proposed by an Adult Registered Member of Ngati Koata; and 	<p>The reasons for these amendments are as follows:</p> <ol style="list-style-type: none"> a. The fisheries legislation is not relevant for Te Tau Ihu settlement; b. An amendment may not be for the collective benefit of all members of Ngati Koata. For example, the amendment may benefit some individuals or it may simply amend the structure of the Trust for practical reasons; c. Te Pataka a Ngati Koata Trust is not a charitable entity; therefore, the provisions requiring the preservation of charitable status are not necessary; d. Requiring that the amendment is proposed by Adult Members of Ngati Koata prevents amendments made by minors or non-members of Ngati Koata; e. The requirement that the amendment does not affect the Trust's tax status preserves the Trust's taxation at the lower Maori Authority tax rate.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	e. The addition of a requirement that the amendment does not affect the Trust's Maori Authority tax status.	
Clause 14.2 TPNK	Clause 14.2 of Te Pataka a Ngati Koata Trust Deed provides that any Adult Registered Member of Ngati Koata may put forward proposed amendments to the Deed for consideration by the Trustees.	This clause identifies the process for Adult Registered Members proposing amendments to Te Pataka a Ngati Koata Trust Deed. This process involves providing their proposals to the Board.
Clause 12.2 NKT	Clause 12.2 of the Ngati Koata Trust Deed address changes to the constitutional documents of a Corporate Entity relating to a matter provided for in the Maori Fisheries Act 2004. This clause has been removed from Te Pataka a Ngati Koata Trust Deed.	The fisheries legislation is not relevant for the purposes of Te Tau Ihu settlement.
Clause 13 NKT Clause 15 TPNKT	This clause identifies the power of the Trustees to resettle any capital or income of the Trust. We note the following amendments contained within Te Pataka a Ngati Koata Trust Deed: a. The requirement that the resettlement comply with the provisions of the Maori Fisheries Act 2004 has been removed; and b. The requirement that the resettlement be on Trust for the charitable purpose has been replaced with a requirement that the settlement will be in accordance with the provisions of the Deed.	Clause 15 of Te Pataka a Ngati Koata Trust Deed has been amended for the following reasons: a. The fisheries legislation is not relevant for Te Tau Ihu settlement; and b. The requirement that a resettlement be in accordance with charitable purposes is not relevant as Te Pataka a Ngati Koata Trust is not a charitable entity.
Schedule 1		

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
Paragraph 1. NKT	Paragraph 1 of the Ngati Koata Trust Deed has been removed from Te Pataka a Ngati Koata Trust Deed. This paragraph provides that the next polling nominee eligible for election as a Trustee shall be elected as an alternate.	The Board has elected to remove the provisions allowing the election of alternate Trustees.
Paragraph 3. NKT Paragraph 2. TPNKT	Paragraph 2 of Te Pataka a Ngati Koata Trust Deed provides that Trustees will face re election in accordance with their current rotation as Trustees of Ngati Koata Trust.	This paragraph ensures a Trustees term is the same across the two Trusts.
Paragraph 3 TPNKT	A new paragraph 3 has been inserted into Te Pataka a Ngati Koata Trust Deed to provide that a Trustee appointed for an extraordinary vacancy will hold the office of Trustee until the expiry of the term of the original Trustee. The original Trustee may stand for re-election.	This paragraph is intended to ensure that a Trustee's term remains consistent despite the appointment of an extraordinary vacancy.
Paragraph 4. NKT Paragraph 4. TPNKT	<p>This paragraph relates to the early termination of the office of Trustee.</p> <p>Paragraph 4 of the Ngati Koata Trust Deed required that, in the event of a vacancy prior to the expiry of the Trustee's elected term, an election will be held within 20 days of the Trustee vacating office.</p> <p>This paragraph has been amended in Te Pataka a Ngati Koata Trust Deed to provide that, if the election is required more than 8 months after the last General Meeting, no re-election will be held unless; there is a Special Resolution of Trustees requiring</p>	<p>This provision allows the Trust to postpone the election of a new Trustee until the next General Meeting where the General Meeting is less than four months away (subject to the exceptions identified within paragraph 4).</p> <p>This avoids the situation where the Trust is required to hold separate elections within a short period of time and then a further Annual General Meeting.</p>

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	<p>an election, the number of Ngati Koata Trustees falls below 4 or the total number of Trustees falls below 5.</p> <p>If the election is of a new Trustee is required less than 8 months after the last General Meeting an election must be held with 20 working days notice.</p>	
<p>Paragraph 6.</p> <p>NKT</p> <p>Paragraph 7.</p> <p>TPNKT</p>	<p>This paragraph deals with nominations for a Trustee.</p> <p>Paragraph 7 of Te Pataka a Ngati Koata Trust Deed has been amended in the following manner:</p> <ul style="list-style-type: none"> a. The replacement of the notice period of 35 days with a requirement that notice be provided in accordance with paragraph 10 of Te Pataka a Ngati Koata Trust Deed; and b. The inclusion of a requirement that the nominated individual confirm whether they wish to be considered a Resident Trustee. 	<p>The amendments have been made for the following reasons:</p> <ul style="list-style-type: none"> a. A requirement that the notice be provided in accordance with paragraph 10 synchronises the notification provisions with those identified in paragraph 10; and b. Confirmation that the individual is Resident Trustee has both taxation and practical implications.
<p>Paragraph 8</p> <p>TPNKT</p>	<p>A new paragraph 8 has been included within Te Pataka a Ngati Koata Trust Deed. This paragraph provides that a nomination may be withdrawn in writing no later than 48 hours from the election.</p>	
<p>Paragraph 7.</p> <p>NKT</p> <p>Paragraph 9.</p>	<p>This paragraph identifies the time limit for notification of elections of Trustees.</p> <p>Paragraph 9 of Te Pataka a Ngati Koata Trust Deed has been amended to refer to clause 10 of the Deed. The time period for</p>	<p>The provisions regarding nominations for the position of Trustee are now contained within clause 10 of Te Pataka a Ngati Koata Trust Deed.</p>

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	notifications has not changed.	
Clause 8 NKT Clause 10 TPNKT	<p>This clause identifies the required timeframes for notification of the procedure for voting at a meeting.</p> <p>Paragraph 9 of Te Pataka a Ngati Koata Trust Deed contains the following amendments:</p> <ul style="list-style-type: none"> a. A requirement that the notification be in accordance with the clause 10 notification procedures; and b. The removal of references to the Maori Fisheries Act 2004 and the constitutional documents of the Mandated Iwi Organisation. 	These amendments have been made to refer to the notification provisions that are now contained within clause 10 of Te Pataka a Ngati Koata Trust Deed and to remove the reference to fisheries legislation that is not relevant for the purposes of Te Tau Ihu settlement.
Schedule 2		
Paragraph 1 TPNKT	A new paragraph 1 has been included within Te Pataka a Ngati Koata Trust Deed providing that a Governance Review of the Trust Entities must be undertaken on or before the five year anniversary of the establishment of Te Pataka a Ngati Koata Trust and at five year intervals thereon.	This review provides a mechanism for ensuring that the Ngati Koata structures are meeting the needs of the Trust and its beneficiaries and assists in the identification of any improvements.
Paragraph 2. TPNKT	A new paragraph 2 requiring that Governance Reviews shall be conducted in accordance with the provisions of the Deed and this Schedule has been inserted into Te Pataka a Ngati Koata Trust Deed.	
Paragraph 3. TPNKT	A new paragraph 3 requiring that the funding of a Governance Review shall be shared equally by the Trust Entities or in accordance with the requirements of the Trustees has been	This provides the Trustees with flexibility when financing the Governance Review to seek funding from other entities within the Trust structure.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	inserted into Te Pataka a Ngati Koata Trust Deed.	
Paragraph 4. TPNKT	A new paragraph 4 requiring that each Governance Review shall be held not later than 6 months before the next Annual General Meeting has been inserted into Te Pataka a Ngati Koata Trust Deed.	This ensures that the review is held with sufficient time for the outcomes to be considered at the next Annual General Meeting.
Paragraph 5. TPNKT	A new paragraph 5 requiring that the Trustees consult with the Kaumatua Council and the Boards of the Trust Entities regarding potential candidates to conduct the review has been inserted into Te Pataka a Ngati Koata Trust Deed.	As all aspects of the Ngati Koata entities are subject to review, it is important that all the entities agree to the appointment of a particular individual to conduct the review.
Paragraph 6. TPNKT	A new paragraph 6 has been inserted into Te Pataka a Ngati Koata Trust Deed requiring that the terms of reference of the Governance Review must include the date of commencement and the date that the report must be presented (no later than three months after the commencement date).	This ensures that the Governance Review is not unnecessarily drawn out and that the review complies with the timing requirements of the Trust.
Paragraph 7. TPNKT	A new paragraph 7 has been inserted into Te Pataka a Ngati Koata Trust Deed identifying the following matters that the Governance Review must consider: <ul style="list-style-type: none"> a. The performance of each Trust Entity; b. The ability of each entity to deliver benefits to the beneficiaries and shareholders; c. The ability of the entity to achieve the purposes of Ngati Koata; and d. Whether there should be changes to the structure of 	The identification of matters that the Governance Review must consider ensures that the scope of the review is sufficiently defined.

Analysis Table providing differences between the Ngati Koata Trust Deed and Te Pataka a Ngati Koata Trust Deed

Clause	Changes	Explanation
	the group or the governance arrangements.	
Paragraph 8. TPNKT	A new paragraph 8 has been inserted into Te Pataka a Ngati Koata Trust Deed requiring that the review report be provided to the Trustees, the Kaumatua Council and each Trust Entity.	This will provide the Trust Entities and the Kaumatua Council with the opportunity to critique the findings of the report and respond to any matters contained therein.
Paragraph 9. TPNKT	A new paragraph 9 has been inserted into Te Pataka a Ngati Koata Trust Deed requiring that within one month after receiving the report a Trust Entity must provide the Trustees with a plan identifying its actions in response to the report. The Trustees will provide a copy to the Kaumatua Council.	This provision requires the Trust Entities to positively respond to any comments or concerns within the report.
Paragraph 10. TPNKT	A new paragraph 10 has been inserted into Te Pataka a Ngati Koata Trust Deed requiring that the report, a plan provided by a Trust Entity and any comments from the Kaumatua Council are presented by the Governance Review at the next General Meeting.	The presentation at the next General Meeting ensures that the beneficiaries of Ngati Koata will have the opportunity to consider and comment on the findings of the Governance Review.
Paragraph 11. TPNKT	A new paragraph 11 has been inserted into Te Pataka a Ngati Koata Trust Deed requiring that, following the General Meeting, the Trustees may resolve to adopt the recommendations of the report or a plan prepared by a Trust Entity, or to amend any recommendations.	This provides the Trustees with the opportunity to assess the findings of the report and comments provided by Trust Entities in order to determine the appropriate approach going forward.
Paragraph 12. TPNKT	A new paragraph 12 has been inserted into Te Pataka a Ngati Koata Trust Deed requiring that information requested by the reviewer must be provided promptly by a person or the Trust Entity.	This paragraph ensures that a Trust Entity or person is not able to withhold information that may relevant for a Governance Review.